

**Notice of Regular Meeting
Board of Trustees
Wednesday, August 25, 2021**

A Regular Meeting of the Board of Trustees will be held on Wednesday, August 25, 2021, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

The subjects to be discussed or considered or upon which any formal action may be taken are listed below. Items do not have to be taken in the same order as shown on this meeting notice. For more information about public comment, see Policy BED. Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by video conference or telephone call. At least a quorum of the Board will be participating by video conference and/or telephone call in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have been suspended by the Order of the Governor.

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|--|-----------|
| 1. Call to Order, Roll Call, Pledge of Allegiance and Fabens ISD Vision Statement | 4 |
| 2. Communication and Visitors | 5 |
| A. Public comments related to this meeting or persons who desire to address the board during Communication and Visitors must comply with the following procedures; visit the link: https://rb.gy/k1sgj2 to submit your form no later than one (1) hour prior to this meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed three (3) minutes | |
| B. Please click the link below to join the webinar: https://rb.gy/c6nte0 or at www.fabensisd.net on Fabens ISD Announcement | |
| 3. Superintendent Report | 6 |
| A. Texas Tech Paul Foster School of Medicine Volunteers | |
| B. COVID -19 Update | |
| C. Back to School Report | |
| 4. Consent Agenda | 7 |
| A. Minutes of the Regular Board Meeting, July 21, 2021 | 8 |
| B. Fabens ISD Monthly Financial Reports | 13 |

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|--|-----|
| C. Resolution Adopting a List of Qualified Brokers that are Authorized to Engage in Investment Transactions with Fabens ISD | 24 |
| D. Resolution of the Fabens ISD Board of Trustees Regarding Review of Investment Program | 26 |
| E. 2021 - 2022 Texas Education Agency Waiver(s) | |
| 1. Special Education Remote Homebound Instruction - Individual Case Waiver | 31 |
| F. 2021 - 2022 Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Programs Pursuant to Chapter 37 of the Texas Education Code | 33 |
| G. Approval of 2021 - 2022 Fabens ISD Liability, Worker's Compensation, Student Accident, Errors and Omission, Property/Equipment, Casualty Insurances and Cyber Suite Liability Renewals | 46 |
| H. Fabens ISD Purchases Exceeding \$50,000 | |
| 1. Renaissance | 85 |
| 2. CDW - G - Promethian Interactive Panels | 91 |
| 3. Ep Tech - Front Row Security Classroom Kits | |
| 4. ProComputing - Interactive Video Walls | |
| 5. HB ProSound - LED Video Walls | |
| 6. Dell Technologies - Laptops | |
| 7. Varitec Solutions - Air Purification System | |
| I. Fabens ISD and El Paso Community College Dual Credit Partnership Agreement | 104 |
| J. Fabens ISD and The University of North Carolina at Chapel Hill Data Use Agreement | 113 |
| 5. Board of Trustees Business | |
| A. Discussion and Possible Action Regarding Legal Issues and Options Regarding Executive Order by the Governor of the State of Texas GA-38 and El Paso Local Health Order Dated August 17, 2021 | 132 |
| B. Review Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates | 133 |
| C. Take Appropriate Action Related to Entering into an Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates | 152 |
| D. Discuss and Consider Adoption of an Order Authorizing the Issuance of Fabens Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2021, Establishing Sale Parameters, Authorizing the Execution of a Bond Purchase Agreement and an Escrow Agreement; Approving an Official Statement; and Enacting other Provisions Relating to the Subject | 153 |

| | |
|--|------------|
| E. Approval of Fabens ISD 2020 - 2021 Child Nutrition Fund Balance Transfer | 191 |
| F. First Reading of Texas Association of School Board (TASB) Board Policy Update 117 Affecting Local Policies: | 195 |
| 1. CH - Purchasing and Acquisition | 196 |
| 2. CV - Facilities Construction | |
| 3. DEC - Compensation and Benefits - Leaves and Absences | |
| G. Adoption of Fabens ISD 2021 - 2022 Budget | 218 |
| H. Adoption of Fabens ISD 2021 - 2022 Tax Rate | 224 |
| I. Designation of Texas Association of School Boards (TASB) Delegate and Alternate | 228 |
| J. Approval of Texas Education Agency Connect Texas Reimbursable Expenditures | 233 |
| 6. Lone Star Governance | 258 |
| A. Fabens Independent School District Board of Trustees Quarterly Self-Assessment | 259 |
| 7. District Employees and Officers | |
| A. 2021 - 2022 New Hires | 270 |
| 8. Adjourn | 271 |

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, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). 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. [See TASB Policy BEC(LEGAL)]

Posted: Friday, August 20, 2021 - 4:30 PM

For the Board of Trustees

**FABENS I.S.D.
BOARD OF TRUSTEES**

Date: 08/25/2021 Presented By: Board President
Call to Order, Roll Call, Pledge of
Subject: Allegiance and Fabens ISD Vision
Statement Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
CALL to ORDER, ROLL CALL,
PLEDGE OF ALLEGIANCE and
FABENS ISD VISION STATEMENT**

The August 25, 2021 Regular Board Meeting is called to order at _____.
Let the minutes show that:

1) all members are in attendance

OR

2) _____ is (are) not in
attendance.

Reason: () Illness () Family Emergency
() Out of Town () Other _____

_____(name) will lead us in the reciting of the Pledge of
Allegiance

.....

VISION STATEMENT:

Working together, Fabens ISD creates a positive and lasting impact through
multiple learning opportunities.

**FABENS ISD
BOARD OF TRUSTEES**

**COMMUNICATION AND VISITORS
Board Agenda Item**

| | | | |
|--|-------------------------------------|--------------------------------------|------------------|
| TITLE | Communication & Visitors | Date Requested | 08/25/2021 |
| Requested By: | N/A | Approximate Time | Up to 15 minutes |
| Division Approval: | N/A | Action Needed by: | N/A |
| Action Requested: | N/A | Information Only: | Yes |
| People Participating In Presentation: | Community | Who Has Been Involved: | N/A |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

This meeting is being conducted by audio conference in accordance with the governance authorization concerning suspension of certain open meeting law requirements for the COVID-19 disaster.

As we would at any in-person meeting, members of the public who have followed the instructions on the meeting notice for registering to speak during the public comment portion will be recognized. If the speaker submitted written comments to the email provided in advance, the comments will be read into record. If you would like to provide comment at a future meeting conducted via teleconference, please follow the instructions on the meeting notice.

FABENS ISD

**SUPERINTENDENT REPORT
Board Agenda Item**

| | | | |
|--|------------------------------|--------------------------------------|------------|
| TITLE | Superintendent Report | Date Requested | 08/25/2021 |
| Requested By: | Dr. Vijil | Approximate Time | 15 minutes |
| Division Approval: | | Action Needed: | No |
| Action Requested: | None | Information Only: | Yes |
| People Participating In Presentation: | Dr. Vijil | Who Has Been Involved: | N/A |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

TOPICS:

Texas Tech Paul Foster School of Medicine Volunteers
COVID-19 Update
Back to School Report

FABENS ISD

CONSENT AGENDA **Board Agenda Item**

| | | | |
|--|---|--------------------------------------|------------|
| TITLE | Consent Agenda | Date Requested | 08/25/2021 |
| Requested By: | Dr. Vijil | Approximate Time | 5 minutes |
| Division Approval: | | Action Needed : | Yes |
| Action Requested: | The administration recommends approval of the consent agenda items as presented | Information Only: | No |
| People Participating In Presentation: | Dr. Vijil | Who Has Been Involved: | |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

| | |
|-----------|--|
| A. | Minutes of the Regular Board Meeting, July 21, 2021 Attached for your review |
| B. | Fabens ISD Monthly Financial Reports Attached for your review |
| C. | Resolution Adopting a List of Qualified Brokers that are Authorized to Engage in Investment Transactions with Fabens ISD Attached for your review |
| D. | Resolution of the Fabens ISD Board of Trustees Regarding Review of Investment Program Attached for your review |
| E. | 2021 – 2022 Texas Education Agency Waivers 1. Special Education Remote Homebound Instruction – Individual Case Attached for your review |
| F. | 2021 – 2022 Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Programs Pursuant to Chapter 37 of the Texas Education Code Attached for your review |
| G. | Approval of 2021 – 2022 Fabens ISD Liability, Workers Compensation, Student Accident, Errors and Omission, Property/Equipment, Casualty Insurances and Cyber Suite Liability Renewals Attached for your review |
| H. | Fabens ISD Purchases Exceeding \$50,000 to include: Renaissance – CDWG – EP Tech – ProComputing – HB Pro Sound – Dell and Varitec Solutions Attached for your review |
| I. | Fabens ISD and El Paso Community College Dual Credit Partnership Agreement Attached for your review |
| J. | Fabens ISD and The University of North Carolina at Chapel Hill Data Use Agreement Attached for your review |

Minutes of Regular Meeting The Board of Trustees Fabens ISD

A Regular Meeting of the Board of Trustees of Fabens ISD was held Wednesday, July 21, 2021 beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Adan Escobar (Virtual)
Orlando Flores (Central Office)
Rosamaria Gallo-Avitia (Central Office)
Sylvia Gonzales (Central Office)
Ben Morales (Central Office)
Greg Spence (Central Office)

Members Absent: Viola Hernandez

Administrators Present: Dr. Veronica Vijil
Ms. Michele Gonzalez
Mr. Martin Torres
Ms. Audry Ortegon-Galvan

Administrators Present via Teleconference: Mr. Michael Perez
Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance – 6:30 PM

The meeting was called to order at 6:30 PM by Board President, Mr. Benjamin Morales. All members were in attendance except Ms. Viola Hernandez, due to family matters. The Pledge of Allegiance was recited by all.

2. Communication and Visitors – 6:31 – 6:36 PM

The following comments were submitted:

Ms. Marlene Bullard addressed the Board requesting the Board's endorsement of herself to the TASB Board of Directors.

Mr. Armando Rodriguez also addressed the Board requesting their endorsement of himself to the TASB Board of Directors.

Ms. Pasty Mendoza, Canutillo ISD Board of Trustees Secretary requested the Board endorse Mr. Armando Rodriguez.

3. Superintendent Report 6:36 – 6:42 PM

A. Leadership Summit

Our 2021 – 2022 Leadership Summit took place during 2 days with each department presenting. Our speaker, Dr. Jill Siler presented to all administrators present.

B. Fabens ISD 2021 - 2022 Enrollment Numbers

Dr. Vijil presented a slide with current registered student numbers. We ended the 2020 -2021 school year with 2,026 students and as of July 19, 2021 we have 1,693 students registered. We are currently down a total of 333 students. Each campus is calling families of students still not registered.

C. Fabens ISD Back to School

Tuesday, July 27, 2021 all staff returns to work. Board members are invited to present LSG. This year supplies will be provided free of charge to students in the 1st couple of weeks of school. Letter to parents has been sent out with new year information. School supplies have been ordered for all students.

D. COVID - 19 Update

Dr. Vijil stated the district is following state mandates and recommending face masks and will also continue to follow CDC guidelines. Nurses will receive training and they in turn will train teachers. We will continue to use the Rapid Tests as needed.

4. Consent Agenda – 6:43 – 6:45 PM

A. Minutes of the Workshop Board Meeting, June 16, 2021

B. Minutes of the Regular Board Meeting, June 16, 2021

C. Minutes of the Special Meeting / Public Hearing, July 12, 2021

D. Fabens ISD Monthly and Quarterly Reports

E. Fabens ISD 2021 - 2022 Farm Lease

F. Texas Tech University Health Sciences Center at El Paso on Behalf of the Gayle Greve Hunt School of Nursing and Fabens ISD Memorandum of Understanding

G. Fabens Independent School District and The University of Texas at El Paso

New Teacher Mentorship Pilot Program Agreement of Cooperation

H. 2021 - 2022 West Texas Food Service Coop Interlocal Agreement

I. Creative Kids MOU

J. Communities in Schools Agreement

K. Fabens ISD 2021 - 2022 Handbooks

1. Substitute Handbook

2. Employee Handbook

3. Student Code of Conduct

4. Student Handbook

5. DAEP Handbook

L. 2021 - 2022 Texas Teacher Evaluation and Support System (T-TESS)

Appraisers

M. 2021 - 2022 Texas Teachers Evaluation and Support System (T-TESS)

Calendar

Dr. Vijil read the list of Consent Agenda items, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to approve as presented.

Motion Carried 6 – 0

5. Lone Star Governance – 6:45 – 6:48 PM

A. Possible Action to Adopt Board Self-Constraints

Dr. Vijil opened the item and read the most updated constraints adding:

Additional wording to #4 Accept the status quo from itself, such as making decisions based on past decisions. Meaning the existing state of affairs because

student outcomes don't change in a positive direction until adult behaviors change, starting with the Board.

A question was asked about the added language to #4; Dr. Vijil clarified that what was read, was what LSG Coach, Monica Jaloma had.

A motion was made by Ms. Rosamaria Gallo-Avitia and seconded by Ms. Sylvia Gonzales to approve the Board self-constraints as presented.

Motion Carried: 6 – 0

6. Board of Trustees Business – 6:48 – 7:50 PM

A. Discussion and Action on Fabens ISD 2021 - 2022 Stipends – 6:48 – 6:56 PM

Ms. Audry Ortegon-Galvan opened the item and Dr. Vijil clarified that there should be a 2nd Assistant in football and align Soccer amounts to Baseball and Softball. Athletic Director, Mr. Jacob Belshe answered questions regarding the football assistants. The Board requested that Ticket Sellers / Takers and Time / Score keepers from \$8.00 to 10.00 and Announcers and Video recording from \$12.00 to \$15.00. After the discussion, Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzales seconded to approve the 2021 – 2022 stipends as presented with the changes discussed.

Motion Carried: 5 – 1

Voting Against: Mr. G. Spence

B. Discussion and Approval of Endorsement of Texas Association of School Boards (TASB) Board Position - Region 19 – 6:56 – 6:57 PM

Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to endorse Mr. Armando Rodriguez for the TASB Board position – Region 19.

Motion Carried: 6 - 0

C. Discussion and Approval of New August 2021 Regular Board Meeting Date – 6:56 – 6:57 PM

Mr. Martin Torres, Director of Business and Finance, presented the item and in order to prepare the budget and tax rate meetings, the administration is requesting the regular board meeting date change to August 25, 2021. After answering a few questions, Ms. Rosamaria Gallo-Avitia motioned and Mr. Orlando Flores seconded to move the regular board meeting date from August 18, 2021 to August 25, 2021.

Motion Carried: 6 – 0

D. Discussion and Approval of 2021 - 2022 Proposed Tax Rate for Public Hearing – 6:59 – 7:05 PM

Mr. Martin Torres, Director of Business and Finance reviewed the information the Board received in their packets. Preliminary data states a Maintenance and Operation tax rate of \$1.0517 and an Interest and Sinking amount of .2808 for a total of \$1.3325; lower than last year's rate of \$1.3355. After the presentation, Mr. Orlando Flores motioned and Ms. Rosamaria Gallo-Avitia seconded to approve the preliminary tax rate for the public hearing as presented.

Motion Carried: 6- 0

E. Discussion and Selection of Date for Public Hearing on Proposed 2021 - 2022 Tax Rate and Budget – 7:05 – 7:06 PM

Mr. Martin Torres presented the item and reviewed the information provided in the Board's packet. Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to approve August 25, 2021 at 6:00 PM.

Motion Carried: 6 – 0

F. Discussion and Approval of Path to College - Career Prep I-IV Course – 7:06 – 7:10 PM

Ms. Maria Villarreal, Fabens High School Assistant Principal, addressed the board and reviewed the information provided in their packets. Ms. Villarreal reviewed the areas the class would cover. After the presentation, Ms. Rosamaria Gallo-Avitia motioned and Mr. Orlando Flores seconded to approve the new course Path to College Career Prep I – IV for grades 9th – 12th as presented.

Motion Carried: 6 – 0

G. Discussion and Approval of New Position - CCMR College Advisor

The item was presented by Mr. Alejandro Navarro, FHS Assistant Principal, and explained that the position of a College Career Military Readiness Advisor would help improve student outcomes and address CCMR goals. After answering a few questions, Ms. Rosamaria Gallo-Avitia motioned and Mr. Orlando Flores seconded to approve the college advisor position as presented.

Motion Carried: 6 – 0

H. Fabens ISD Federal Grant Public Notice

- 1. Every Student Succeeds Act (ESSA) Consolidated Grant**
- 2. Special Education Consolidated Grant**

Dr. April Galaviz, Director of Federal Programs and Ms Roseanne Armendariz, Special Education Director, presented on both grants that are ready for submission. Application planning amounts were reviewed along with the purpose of the grants.

I. Update on House Bill 4545

Dr. Veronica Vijil, Fabens ISD Superintendent and Ms. Michele Gonzalez, Fabens ISD Assistant Superintendent, presented the item and reviewed various requirements with the passage of House Bill 4545 and explained how the district would meet those requirements effective the 2021 – 2022 school year.

J. Recovery and Acceleration Plan Update

Dr. Veronica Vijil and Ms. Michele Gonzalez presented the item and reviewed the Power Point presentation provided to the Board in their packets.

7. District Employees and Officers

A. Introduction of New Hires

Ms. Audry Ortegon, Human Resources Director introduced the district's two newest hires: Fabens Elementary School Principal, Ms. Samantha Delgado and Director of Facilities, Mr. David Ayala. Both new hires spoke and thanked the Board of the opportunity they were given.

B. Discussion and Approval of Job Title Change to Align with Job Duties

Ms. Audry Ortegon, Human Resources Director presented the item and explained the need to align the job description with their actual duties. Ms. Ortegon also stated that the duty days would be increased from 197 to 226. Mr. Greg Spence motioned and Ms. Rosamaria Gallo-Aviita seconded to approve the job title change to align with job duties as presented.

Motion Carried: 6 – 0

8. Adjourn

There being no further business, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to adjourn at 8:02 PM

Motion Carried: 6 - 0

**INVESTMENT REPORT
JULY 2021**

| | <u>Principal</u> | <u>Monthly Interest</u> | <u>Rates</u> |
|--|---------------------|-----------------------------|--------------|
| Lone Star Investment Pool | | | |
| Government Overnight Fund | | | |
| Local Maintenance Fund | \$10,780,983 | \$45 | 0.01% |
| Interest & Sinking Fund | \$715,917 | \$3 | 0.01% |
| Corporate Overnight Plus Fund | | | |
| Local Maintenance Fund | \$11,947 | \$1 | 0.09% |
| Total Lone Star Investment Pool | \$11,508,847 | \$49 | |
| WestStar Bank | | | |
| General Operating Account | \$500,450 | \$23 | 0.05% |
| Activity Account | \$84,929 | \$4 | 0.05% |
| Robert F Cook - Savings | \$2,080 | \$0 | 0.10% |
| Robert F Cook - CD | \$466 | \$0 | |
| Robert F Cook - CD | \$4,399 | \$0 | |
| Campus Activity Fund | \$16,652 | \$0 | 0.02% |
| Total WestStar Bank | \$608,975 | \$27 | |
| Wells Fargo Advisors | | | |
| T.A. Pollan Money Fund | \$6,221 | \$0 | |
| Total Wells Fargo Advisors | \$6,221 | \$0 | |
| Total Monthly Interest Earned | \$77 | | |
| Total Interest Year to Date 2020-2021 | \$3,533 | | |
| Total General Fund Balance | \$7,531,587 | | |

We, the approved Investment Officers of Fabens ISD, hereby certify that the following Investment Report represents the investment position of the district as of July 31, 2021 in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

8/18/2021

MARTIN TORRES, DIRECTOR OF BUSINESS AND FINANCE

8/19/2021

VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE

Fund 101

JULY 2021

| | <u>ESTIMATED REVENUE</u> | <u>ACTUAL RECEIVED</u> | <u>UNCOLLECTED</u> | <u>PERCENT COLLECTED</u> |
|-------------------------------------|------------------------------|----------------------------|--------------------|------------------------------|
| Misc Revenue | \$113 | \$412 | -\$299 | 364.99% |
| Local Revenue-Catering & Sale Meals | \$28,588 | \$4,338 | \$24,250 | 15.18% |
| State Matching Revenue | \$8,500 | \$7,567 | \$933 | 89.02% |
| Federal Revenue-Breakfast | \$200,974 | \$325,539 | -\$124,565 | 161.98% |
| Federal Revenue-Lunch | \$954,985 | \$529,754 | \$425,231 | 55.47% |
| USDA Commodities | \$73,070 | \$0 | \$73,070 | 0.00% |
| Fresh Fruit & Vegetable Program | \$45,616 | \$14,390 | \$31,226 | 31.55% |
| TOTAL REVENUE | \$1,311,846 | \$882,001 | \$429,845 | 67.23% |

| | <u>BUDGET</u> | <u>EXPENDITURES</u> | <u>BALANCE</u> | <u>PERCENT EXPENDED</u> |
|--------------------------|--------------------|---------------------|------------------|-----------------------------|
| Expenditures | | | | |
| | \$1,311,846 | \$1,059,476 | \$252,370 | 80.76% |
| TOTAL EXPENDITURE | \$1,311,846 | \$1,059,476 | \$252,370 | 80.76% |

TAX COLLECTIONS REPORT

JULY 2021

2020-2021

| | <u>M/O</u> | <u>I/S</u> | <u>TOTAL</u> |
|--------------------------------------|--------------|--------------|--------------|
| <u>Estimated Collections:</u> | 2,258,769 | 601,517 | 2,860,286 |
| <u>Actual Collections:</u> | | | |
| September | 42,068 | 9,364 | 51,431 |
| October | 27,685 | 7,129 | 34,813 |
| November | 128,101 | 35,161 | 163,262 |
| December | 475,057 | 125,924 | 600,981 |
| January | 1,054,293 | 280,300 | 1,334,593 |
| February | 323,657 | 86,041 | 409,698 |
| March | 183,810 | 48,508 | 232,318 |
| April | 49,576 | 12,922 | 62,498 |
| May | 22,374 | 5,855 | 28,230 |
| June | 15,088 | 3,937 | 19,025 |
| July | 22,771 | 5,900 | 28,671 |
| August | | | 0 |
| Due to/from | | | |
| Year To Date | 2,344,479 | 621,040 | 2,965,519 |
| Tax Rates | 1.0547000% + | 0.2808000% = | 1.3355000% |

**GENERAL OPERATING FUND EXPENDITURES
REPORT BY FUNCTION- FUND 199**

JULY 2021

| | <u>BUDGET</u> | <u>COMMITTED</u> | <u>BALANCE</u> | <u>PERCENT COMMITTED</u> |
|---|---------------|----------------------------|----------------|------------------------------|
| FUNCTION 11 | \$13,362,682 | \$10,921,517 | \$2,441,165 | 81.73% |
| Instruction | | | | |
| FUNCTION 12 | \$295,246 | \$232,648 | \$62,598 | 78.80% |
| Instructional Resources/ Media (Library) | | | | |
| FUNCTION 13 | \$241,203 | \$181,453 | \$59,750 | 75.23% |
| Curriculum and Staff Development | | | | |
| FUNCTION 21 | \$204,902 | \$185,773 | \$19,129 | 90.66% |
| Instructional Leadership | | | | |
| FUNCTION 23 | \$1,440,064 | \$1,197,048 | \$243,016 | 83.12% |
| School Leadership | | | | |
| FUNCTION 31 | \$869,252 | \$730,834 | \$138,418 | 84.08% |
| Counseling Guidance Services | | | | |
| FUNCTION 32 | \$39,131 | \$25,471 | \$13,660 | 65.09% |
| Social Work Services | | | | |
| FUNCTION 33 | \$318,000 | \$271,081 | \$46,919 | 85.25% |
| Health Services | | | | |
| FUNCTION 34 | \$1,015,752 | ¹⁶ \$897,886 | \$117,866 | 88.40% |
| Transportation | | | | |

| | | | | |
|--|---------------------|---------------------|--------------------|---------------|
| FUNCTION 35 | \$38,052 | \$26,384 | \$11,668 | 69.34% |
| Food Service | | | | |
| FUNCTION 36 | \$827,199 | \$693,327 | \$133,872 | 83.82% |
| Co-Curricular Athletics | | | | |
| FUNCTION 41 | \$1,332,790 | \$975,617 | \$357,173 | 73.20% |
| General Administration | | | | |
| FUNCTION 51 | \$3,670,406 | \$3,025,104 | \$645,302 | 82.42% |
| Plant Maintenance and Operation | | | | |
| FUNCTION 52 | \$304,567 | \$247,569 | \$56,998 | 81.29% |
| Security/Monitoring Services | | | | |
| FUNCTION 53 | \$335,960 | \$281,349 | \$54,611 | 83.74% |
| Data Processing | | | | |
| FUNCTION 61 | \$41,020 | \$31,660 | \$9,360 | 77.18% |
| Community Services | | | | |
| FUNCTION 81 | \$12,150 | \$0 | \$12,150 | 0.00% |
| Facilities Acquisition and Construction | | | | |
| FUNCTION 99 | \$36,000 | \$35,381 | \$619 | 98.28% |
| Other Intergovernmental Charges | | | | |
| ORIGINAL BUDGET | \$24,384,376 | \$19,960,100 | \$4,424,276 | 81.86% |

JULY 2021

| | | ACTUAL | | PERCENT |
|---------------------------------|------------------|-----------------|--------------------|------------------|
| | <u>ESTIMATED</u> | <u>RECEIVED</u> | <u>UNCOLLECTED</u> | <u>COLLECTED</u> |
| Local Revenue | | | | |
| Local Revenue- Tax Revenue | \$2,080,597 | \$2,344,479 | -\$263,882 | 112.68% |
| Local Revenue-Interest | \$72,190 | \$3,267 | \$68,923 | 4.53% |
| Local Revenue-Miscellaneous | \$298,632 | \$314,177 | -\$15,545 | 105.21% |
| LOCAL TOTAL | \$2,451,419 | \$2,661,923 | -\$210,504 | 108.59% |
| State Revenue TEA | \$18,065,347 | \$17,868,386 | \$196,961 | 98.91% |
| State Funding - HB1 | \$768,802 | \$888,203 | -\$119,401 | 115.53% |
| On Behalf Payment | \$1,339,229 | \$930,327 | \$408,902 | 69.47% |
| Federal Programs Indirect Costs | \$45,388 | \$0 | \$45,388 | 0.00% |
| ROTC | \$88,697 | \$65,696 | \$23,001 | 74.07% |
| STATE TOTAL | \$20,307,463 | \$19,752,612 | \$554,851 | 97.27% |
| TOTAL REVENUE | \$22,758,882 | \$22,414,536 | \$344,346 | 98.49% |

**DEBT SERVICE FUND
FUND 599**

JULY 2021

| | <u>ESTIMATED REVENUE</u> | <u>ACTUAL RECEIVED</u> | <u>UNCOLLECTED</u> | <u>PERCENT COLLECTED</u> |
|------------------------|------------------------------|----------------------------|--------------------|------------------------------|
| Local Revenue-Taxes | \$593,436 | \$621,127 | -\$27,691 | 104.67% |
| Local Revenue-Interest | \$9,500 | \$195 | \$9,305 | 2.06% |
| State Revenue | \$1,447,196 | \$1,561,014 | -\$113,818 | 107.86% |
| Transfer In | \$189,171 | \$0 | \$189,171 | 0.00% |
| TOTAL REVENUE | \$2,239,303 | \$2,182,337 | \$56,966 | 97.46% |

| | <u>BUDGET</u> | <u>EXPENDITURES</u> | <u>BALANCE</u> | <u>PERCENT EXPENDED</u> |
|--------------------------|--------------------|---------------------|------------------|-----------------------------|
| Expenditures | | | | |
| Function 71-Debt Service | \$2,239,303 | \$1,774,615 | \$464,688 | 79.25% |
| TOTAL EXPENDITURE | \$2,239,303 | \$1,774,615 | \$464,688 | 79.25% |

| | | | | | |
|---|--|----|-------------------|--------------------------------|---------------|
| Bank Account - WestStar Bank(4178696) | | | | | |
| Start Date - 07-01- 2021 End Date - 07- 31-2021 | | | | Print Date: 08/18/2021 14:57 a | |
| Issued Checks | | | | | |
| <u>Check Number</u> | <u>Payee</u> | | <u>Check Date</u> | <u>Payment Type</u> | <u>Amount</u> |
| 48750 | American Heritage Life | | 07/01/2021 | Paper Check | \$60.46 |
| 48751 | American Refrigeration Supplies | | 07/01/2021 | Paper Check | \$388.44 |
| 48752 | Autozone | | 07/01/2021 | Paper Check | \$303.54 |
| 48753 | Brady Industries of Texas, LLC | | 07/01/2021 | Paper Check | \$2,851.05 |
| 48754 | Cdw Government, Inc | | 07/01/2021 | Paper Check | \$3,454.80 |
| 48755 | Dell Computer | | 07/01/2021 | Paper Check | \$1,524.80 |
| 48756 | Fabens Isd/food Serv Catering | | 07/01/2021 | Paper Check | \$41.25 |
| 48757 | Federal Express | | 07/01/2021 | Paper Check | \$340.74 |
| 48758 | First Financial Administrators | | 07/01/2021 | Paper Check | \$57,177.01 |
| 48759 | First Financial Administrators | | 07/01/2021 | Paper Check | \$8,259.00 |
| 48760 | Gov Connection, Inc. | | 07/01/2021 | Paper Check | \$252.79 |
| 48761 | Labatt Food Service | | 07/01/2021 | Paper Check | \$7,921.70 |
| 48762 | MCI | | 07/01/2021 | Paper Check | \$31.71 |
| 48763 | Mci Comm Service | | 07/01/2021 | Paper Check | \$38.58 |
| 48764 | Met Life Insurance Company | | 07/01/2021 | Paper Check | \$73.22 |
| 48765 | Mission Linen & Uniform | | 07/01/2021 | Paper Check | \$614.65 |
| 48766 | No Excuses University | | 07/01/2021 | Paper Check | \$1,381.38 |
| 48767 | O'Reilly Auto Parts | | 07/01/2021 | Paper Check | \$224.36 |
| 48768 | Pre-Paid Legal Services | | 07/01/2021 | Paper Check | \$15.96 |
| 48769 | Price's Creameries | | 07/01/2021 | Paper Check | \$1,304.36 |
| 48770 | Region Xix Esc | | 07/01/2021 | Paper Check | \$400.00 |
| 48771 | Roger Alba Towing, LLC | | 07/01/2021 | Paper Check | \$500.00 |
| 48772 | Sam's Club | | 07/01/2021 | Paper Check | \$1,460.32 |
| 48773 | Scholastic Testing Service Scoring Center | | 07/01/2021 | Paper Check | \$226.44 |
| 48774 | Sports Supply Group, Inc. | | 07/01/2021 | Paper Check | \$1,342.00 |
| 48775 | Stuart C. Cox, Trustee | | 07/01/2021 | Paper Check | \$1,277.90 |
| 48776 | Sun Valley Equipment Sales | | 07/01/2021 | Paper Check | \$1,203.29 |
| 48777 | T Mobile | | 07/01/2021 | Paper Check | \$43.96 |
| 48778 | TASB | | 07/01/2021 | Paper Check | \$156.08 |
| 48779 | TCG Administrators | | 07/01/2021 | Paper Check | \$393.75 |
| 48780 | TSTA | | 07/01/2021 | Paper Check | \$1,815.40 |
| 48781 | Texas Aft/Peg | | 07/01/2021 | Paper Check | \$140.00 |
| 48782 | The Sherwin-Williams Co. | | 07/01/2021 | Paper Check | \$1,779.86 |
| 48783 | Unum Life Insurance Co Unum/Provident | | 07/01/2021 | Paper Check | \$458.88 |
| 48784 | Windstream Communications C/o Bank Of America, Na | 20 | 07/01/2021 | Paper Check | \$996.56 |
| 48785 | Windstream Corporation | | 07/01/2021 | Paper Check | \$3,162.16 |

| | | | | | |
|-------|--|----|------------|-------------|-------------|
| 48793 | American Express | | 07/15/2021 | Paper Check | \$1,839.37 |
| 48794 | American Refrigeration Supplies | | 07/15/2021 | Paper Check | \$1,108.16 |
| 48795 | B & E Medical Supply and Equipment, LLC | | 07/15/2021 | Paper Check | \$500.00 |
| 48796 | B & H Photo Video | | 07/15/2021 | Paper Check | \$896.86 |
| 48797 | Barnes And Nobles #2744 | | 07/15/2021 | Paper Check | \$71.90 |
| 48798 | Best Of Texas | | 07/15/2021 | Paper Check | \$359.96 |
| 48799 | Brady Industries of Texas, LLC | | 07/15/2021 | Paper Check | \$189.50 |
| 48800 | Carlos Samaniego | | 07/15/2021 | Paper Check | \$300.00 |
| 48801 | Dell Computer | | 07/15/2021 | Paper Check | \$6,891.40 |
| 48802 | El Paso County Water Dist #4 | | 07/15/2021 | Paper Check | \$17,061.27 |
| 48803 | Fabens Oil Co. | | 07/15/2021 | Paper Check | \$2,200.00 |
| 48804 | Far West Services, Inc. | | 07/15/2021 | Paper Check | \$1,350.70 |
| 48805 | Greater El Paso Wrestling Officials | | 07/15/2021 | Paper Check | \$1,441.05 |
| 48806 | Hercules Industries, Inc. | | 07/15/2021 | Paper Check | \$275.78 |
| 48807 | Jeanette Williams | | 07/15/2021 | Paper Check | \$637.50 |
| 48808 | Johnstone Supply | | 07/15/2021 | Paper Check | \$117.22 |
| 48809 | Martin Tire Co | | 07/15/2021 | Paper Check | \$221.50 |
| 48810 | Nature Watch | | 07/15/2021 | Paper Check | \$218.90 |
| 48811 | Office Depot | | 07/15/2021 | Paper Check | \$2,621.80 |
| 48812 | Olivas Music | | 07/15/2021 | Paper Check | \$8,999.98 |
| 48813 | Oriental Trading Co Inc | | 07/15/2021 | Paper Check | \$497.82 |
| 48814 | Perez Propane, LLC | | 07/15/2021 | Paper Check | \$681.20 |
| 48815 | Pitney Bowes Global Financial Services Llc | | 07/15/2021 | Paper Check | \$826.38 |
| 48816 | Purchase Power | | 07/15/2021 | Paper Check | \$3,025.00 |
| 48817 | R. T. C., Inc. | | 07/15/2021 | Paper Check | \$640.80 |
| 48818 | RedGear LLC | | 07/15/2021 | Paper Check | \$1,393.11 |
| 48819 | School Specialty LLC | | 07/15/2021 | Paper Check | \$3,351.40 |
| 48820 | Sonitrol of El Paso | | 07/15/2021 | Paper Check | \$1,732.50 |
| 48821 | Southwest Disposal | | 07/15/2021 | Paper Check | \$2,405.00 |
| 48822 | Southwestern Mill Distributors | | 07/15/2021 | Paper Check | \$227.60 |
| 48823 | Sports Supply Group, Inc. | | 07/15/2021 | Paper Check | \$8,220.00 |
| 48824 | Sun Valley Equipment Sales | | 07/15/2021 | Paper Check | \$13.99 |
| 48825 | SystemsGo | | 07/15/2021 | Paper Check | \$900.00 |
| 48826 | TASB | | 07/15/2021 | Paper Check | \$495.00 |
| 48827 | TASB | | 07/15/2021 | Paper Check | \$990.00 |
| 48828 | Texas Association of School Administrators | | 07/15/2021 | Paper Check | \$150.00 |
| 48829 | Texas Gas Service | | 07/15/2021 | Paper Check | \$4,497.12 |
| 48830 | Wholesale Lumber of Fabens LLC | | 07/15/2021 | Paper Check | \$277.73 |
| 48831 | Jacob Belshe | | 07/15/2021 | Paper Check | \$108.00 |
| 48832 | Donald Brown | | 07/15/2021 | Paper Check | \$108.00 |
| 48833 | Ricardo Pacheco | | 07/15/2021 | Paper Check | \$108.00 |
| 48834 | Ismael Salas | | 07/15/2021 | Paper Check | \$108.00 |
| 48840 | 806 Technologies Inc. | 21 | 07/22/2021 | Paper Check | \$3,000.00 |
| 48841 | B & E Medical Supply and Equipment, LLC | | 07/22/2021 | Paper Check | \$329.96 |

| | | | | | |
|-------|---|----|------------|-------------|-------------|
| 48842 | B & H Photo Video | | 07/22/2021 | Paper Check | \$897.06 |
| 48843 | Baja Graphics | | 07/22/2021 | Paper Check | \$1,000.00 |
| 48844 | Belen Briones | | 07/22/2021 | Paper Check | \$2,275.00 |
| 48845 | Department Of Information Resource | | 07/22/2021 | Paper Check | \$335.06 |
| 48846 | Desert Drywall Inc. | | 07/22/2021 | Paper Check | \$98.97 |
| 48847 | First Financial Administrators | | 07/22/2021 | Paper Check | \$8,004.00 |
| 48848 | Follett School Solutions, Inc. | | 07/22/2021 | Paper Check | \$3,955.96 |
| 48849 | Forecast 5 Analytics Inc. | | 07/22/2021 | Paper Check | \$3,743.25 |
| 48850 | Friedman Recycling Co., Inc. | | 07/22/2021 | Paper Check | \$494.00 |
| 48851 | Hercules Industries, Inc. | | 07/22/2021 | Paper Check | \$174.35 |
| 48852 | IMPAC | | 07/22/2021 | Paper Check | \$336.79 |
| 48853 | Labatt Food Service | | 07/22/2021 | Paper Check | \$11,584.74 |
| 48854 | Lakeshore Learning Materials | | 07/22/2021 | Paper Check | \$425.47 |
| 48855 | Mci Comm Service | | 07/22/2021 | Paper Check | \$38.14 |
| 48856 | Mission Linen & Uniform | | 07/22/2021 | Paper Check | \$3,041.30 |
| 48857 | Mounce, Green, Myers, Safi Paxson & | | 07/22/2021 | Paper Check | \$112.50 |
| 48858 | Office Depot | | 07/22/2021 | Paper Check | \$215.47 |
| 48859 | Price's Creameries | | 07/22/2021 | Paper Check | \$1,801.95 |
| 48860 | Proaction, Inc. | | 07/22/2021 | Paper Check | \$50.00 |
| 48861 | R. T. C., Inc. | | 07/22/2021 | Paper Check | \$1,224.00 |
| 48862 | Rocio Aguirre | | 07/22/2021 | Paper Check | \$700.00 |
| 48863 | School Specialty LLC | | 07/22/2021 | Paper Check | \$22.84 |
| 48864 | Segovia's Distributing | | 07/22/2021 | Paper Check | \$2,744.13 |
| 48865 | Solution Tree | | 07/22/2021 | Paper Check | \$1,378.00 |
| 48866 | Spectrum Technologies | | 07/22/2021 | Paper Check | \$8,658.25 |
| 48867 | Sports Supply Group, Inc. | | 07/22/2021 | Paper Check | \$5,500.00 |
| 48868 | Stuart C. Cox, Trustee | | 07/22/2021 | Paper Check | \$1,277.90 |
| 48869 | TASB | | 07/22/2021 | Paper Check | \$610.36 |
| 48870 | TASBO | | 07/22/2021 | Paper Check | \$1,595.00 |
| 48871 | TOP Promotional Products | | 07/22/2021 | Paper Check | \$396.35 |
| 48872 | Tejas Manufacturing Co. | | 07/22/2021 | Paper Check | \$400.00 |
| 48873 | Texas Department Of Public Safety | | 07/22/2021 | Paper Check | \$13.00 |
| 48874 | Time Warner Cable | | 07/22/2021 | Paper Check | \$1,090.77 |
| 48875 | Valley Equipment | | 07/22/2021 | Paper Check | \$352.54 |
| 48876 | Valley Equipment | | 07/22/2021 | Paper Check | \$21.75 |
| 48877 | Valley Speech, language & Learning Center | | 07/22/2021 | Paper Check | \$4,466.00 |
| 48878 | Verizon Business | | 07/22/2021 | Paper Check | \$79.10 |
| 48879 | Watson Pest Management | | 07/22/2021 | Paper Check | \$975.00 |
| 48880 | Wholesale Lumber of Fabens LLC | | 07/22/2021 | Paper Check | \$90.71 |
| 48881 | Xerox Financial Services, LLC | | 07/22/2021 | Paper Check | \$299.08 |
| 48882 | Julieta Banuelas | | 07/22/2021 | Paper Check | \$108.00 |
| 48883 | Michael Hertel | 22 | 07/22/2021 | Paper Check | \$940.48 |
| 48884 | Ismael Salas | | 07/22/2021 | Paper Check | \$539.12 |
| 48890 | Jill M Siler Consulting | | 07/22/2021 | Paper Check | \$1,500.00 |

| | | | | | |
|---------------------|---|-------------------|------------------|---------------------------|---------------|
| 48893 | 4imprint | | 07/29/2021 | Paper Check | \$1,928.26 |
| 48894 | Ced Credit Office | | 07/29/2021 | Paper Check | \$144.37 |
| 48895 | Control and Equipment Company of El Paso, | | 07/29/2021 | Paper Check | \$880.00 |
| 48896 | Ean Holdings, Llc DbA Enterprise Rent-A-Car | | 07/29/2021 | Paper Check | \$149.10 |
| 48897 | Far West Services, Inc. | | 07/29/2021 | Paper Check | \$3,117.26 |
| 48898 | Gopher Sports | | 07/29/2021 | Paper Check | \$566.56 |
| 48899 | Interstate Battery Systems Of El Paso | | 07/29/2021 | Paper Check | \$452.80 |
| 48900 | Jeanette Williams | | 07/29/2021 | Paper Check | \$225.00 |
| 48901 | Mission Linen & Uniform | | 07/29/2021 | Paper Check | \$4,820.03 |
| 48902 | Nasco-Fort Atkinson | | 07/29/2021 | Paper Check | \$247.65 |
| 48903 | Ofelia Del Toro | | 07/29/2021 | Paper Check | \$300.00 |
| 48904 | Office Depot | | 07/29/2021 | Paper Check | \$398.96 |
| 48905 | Palos Sports, Inc | | 07/29/2021 | Paper Check | \$1,453.17 |
| 48906 | Positive Promotions | | 07/29/2021 | Paper Check | \$702.12 |
| 48907 | Region Xix Esc | | 07/29/2021 | Paper Check | \$4,384.00 |
| 48908 | Renaissance Learning Inc | | 07/29/2021 | Paper Check | \$2,534.55 |
| 48909 | Rio Seco Ag, LLC | | 07/29/2021 | Paper Check | \$62.58 |
| 48910 | Sun Valley Equipment Sales | | 07/29/2021 | Paper Check | \$52.99 |
| 48911 | Tejas Manufacturing Co. | | 07/29/2021 | Paper Check | \$250.00 |
| 48912 | Tejas Manufacturing Co. | | 07/29/2021 | Paper Check | \$350.00 |
| 48913 | UTEP-Professional & Public Programs | | 07/29/2021 | Paper Check | \$575.00 |
| | | | | Issued Checks SubTotal | \$ 280,166.65 |
| Voided Checks | | | | | |
| <u>Check Number</u> | <u>Payee</u> | <u>Check Date</u> | <u>Void Date</u> | <u>Payment Type</u> | <u>Amount</u> |
| 48796 | B & H Photo Video | 07/15/2021 | 07/19/2021 | Paper Check | \$ 896.86 |
| | | | | Voided Checks SubTotal | \$ 896.86 |
| | | | | Net Amount | \$ 279,269.79 |

Fabens Independent School District

A RESOLUTION ADOPTING A LIST OF QUALIFIED BROKERS THAT ARE AUTHORIZED TO ENGAGE IN INVESTMENT TRANSACTIONS WITH FABENS INDEPENDENT SCHOOL DISTRICT

WHEREAS, Section 2256.025 of the Public Funds Investment Act (Chapter 2256, Texas Government Code and hereinafter referred to as the "Act") direct the governing body of an investing entity to, at least annually, review, revise and adopt a list of qualified brokers that are authorized to engage in investment activities with the entity;

WHEREAS, the Fabens Independent School District finds it to be in the public interest to review, revise and adopt such a list of qualified brokers in accordance to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THE FABENS INDEPENDENT SCHOOL DISTRICT;

SECTION ONE. The Fabens Independent School District of Fabens, Texas, adopts the Qualified Broker List, attached as Exhibit A to this Resolution.

SECTION TWO. The Resolution shall be effective immediately upon adoption.

PASSED AND APPROVED ON this 25th day of August, A.D. 2021

Dr. Veronica Vijil, Supt. of Schools

APPROVED AS TO FORM:

ATTEST:

Benjamin Morales, FISD Board President

24

Sylvia Gonzales, FISD Board Secretary

Broker / Dealer List
August 25, 2021
Exhibit A

WestStar formerly First National Bank
500 N Mesa
El Paso, Texas 79901
915-779-7100

First Public / Lone Star Investment Pool
12007 Research Blvd.
Austin, Texas 78759
800-558-8875
www.firstpublic.com

Wells Fargo Advisors
One North Jefferson Avenue
H0005-064
St. Louis, MO 63103
877-723-2577
www.wellsfargoadvisors.com

Resolution of the Board Regarding Review of the Investment Program

WHEREAS, Section 2256.005 (e) of the Public Funds Investment Act (Texas Government Code Chapter 2256) (the “Act”) requires the Board of Trustees of Fabens Independent School District to:

- Review the District’s investment policy and investment strategies [set forth in CDA (Local)] not less than annually and
- 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 2020 – 2021 has been presented to the Board for its consideration and approval as required by the Act; and

WHEREAS the District’s investment policy for fiscal year 2020 – 2021 includes no changes from the District’s investment policy for fiscal year 2019 – 2020.

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 Fabens Independent School District has reviewed the District’s investment policy, and hereby adopts the policy for fiscal year 2020 -2021 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 of Fabens School District adopts the following list of qualified brokers for fiscal year 2020 – 2021.

ADOPTED this 25th day of August 2021 by the Board of Trustees.

Benjamin Morales, FISD President

Sylvia Gonzales, FISD Secretary

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

Investment Authority

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

**Approved
Investment
Instruments**

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

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

Safety

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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

**Investment
Management**

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

**Liquidity and
Maturity**

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

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

Diversity

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

**Monitoring Market
Prices**

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

**Monitoring Rating
Changes**

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

Funds/Strategies

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

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.

Remote Homebound Instruction Waiver

Remote homebound instruction means remote instruction in which a student receives individualized instruction through the General Education Homebound (GEH) program or Compensatory Education Home Instruction (CEHI) program and in which all requirements of the program are met except for in-person instruction from the homebound teacher.

If your school district provides remote homebound instruction to an eligible *regular education student*, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes provided that all requirements of the homebound program are met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in 3.7.3 GEH Funding Chart or 9.10 Confinement and Earning Eligible Days Present, as applicable.

If your school district provides remote homebound instruction to a *special education student*, your district may, with the approval of a waiver request, count the student in attendance for FSP funding purposes, including weighted funding purposes, provided that the following requirements are met:

- The student's ARD committee must have determined, in a manner consistent with state and federal law, that the remote homebound instruction to be provided meets the needs of the student.
- The ARD committee must have documented that determination in the student's IEP.
- All requirements related to the provision of special education homebound instruction must be met except for face-to-face instruction from the homebound teacher.

If a waiver is granted, the affected student will generate attendance (eligible days present) according to the homebound funding provisions in 4.7.2.5 Homebound Funding and Homebound Documentation Requirements.



Things to Consider:

- This waiver is granted on a per-student basis
- The documentation used to determine the student's need for remote homebound services should be maintained for audit purposes. (*Refer to Student Attendance Accounting Handbook Section 2.1 General Audit Requirements.*)



Required Information (entered on waiver application):

- When submitting a waiver request for a *regular education student*, cite the following requirement in item 3 of the General Questions section: the requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated,³¹ as required by 3.7.3 GEH Funding Chart or 9.10

Confinement and Earning Eligible Days Present of the handbook, which is adopted annually through 19 TAC §129.1025.

- When submitting a waiver request for a *special education student*, cite the following requirement in item 3 of the General Questions section: the requirement that a homebound teacher serve a student in person at the student's home or hospital bedside in order for FSP funding to be generated, as required by 4.7.2.5 Homebound Funding and Homebound Documentation Requirements of the handbook, which is adopted annually through 19 TAC §129.1025.
- LEA Contact (*First Name, Last Name, Phone, Email*)
- Date of Board Approval
- School Year(s) Requested (*only 1*)
- Supplemental Information ([see appendix 2](#))



Supporting Documentation (submitted with waiver application):

- Board agenda from meeting in which the waiver application request was approved



Resources:

- [Student Attendance Accounting Handbook](#)
 - 2.1 General Audit Requirements
 - 3.7 General Education Homebound (GEH) Program
 - 3.7.3 GEH Funding Chart
 - 4.7.2.5 Homebound Funding and Homebound Documentation Requirements
 - 9 Pregnancy Related Services
 - 9.1 Confinement and Earning Eligible Days Present

**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
EL PASO COUNTY JUVENILE ALTERNATIVE EDUCATION PROGRAMS
PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE
MEMORANDUM OF UNDERSTANDING**

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District and Clint Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department and operated by the YISD, for the Districts' students as permitted by § 37.011(e) of the Tex. Educ. Code. This Agreement will serve to combine into one system the operational, programmatic and educational standards for the JJAEP required by the Tex. Educ. Code, § 37.011(e) and Title 37 of the Tex. Admin. Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Educ. Code § 37.007(a), (d) and (e). The academic mission of the program is to enable students to perform at grade level. The program shall be located at YISD-Cesar Chavez Academy, 7814 Alameda Ave, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services as consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD, the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

Specifically, YISD shall provide facilities, personnel and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards under Chapter 348.

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2021-2022 and as the plan is revised throughout the school year in relation to JJAEP matters.

With respect to each Participating District, to include YISD, each Participating District agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, Participating District must: expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A"**) attached hereto. A student must be expelled for a minimum of 75 school days but not to exceed 180 program days, unless special circumstances apply. In the event a student age ten and over is expelled under a mandatory expulsion and is enrolled in an elementary school, the Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP. The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School, placement in JJAEP will not

exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios.

The Participating District must provide a copy of the expulsion notice and all information to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and Sec. 52.041 of the Tex. Fam. Code no later than two (2) school days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program. Expulsion packet must include the expulsion notice and parent notification containing the students name, DOB, student's ID #, the TSDS number, LEA report number, expulsion term (specific end date), and any special programs such as SPED or 504 documentation.

Upon JJAEP formal acceptance by JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, to include transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B")**.

The Participating District(s) and JJAEP campus agree to collaboratively facilitate the completion of the JJAEP Intake at the JJAEP campus within five (5) to seven (7) school days of JJAEP acceptance. The aim will be to minimize any delay or lapse in youth's attendance to JJAEP educational services. Any youth placed in DAEP, while waiting for JJAEP placement will be credited those days towards JJAEP term.

Students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet.

A Participating District may expelled a student for conduct as provided in TEC Sec. 37.007 (b)(1), specifically terroristic threat under section 22.07 (c-1), (d), or (e) Penal Code. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines aforementioned on this agreement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP program upon completion of the earliest of the following: completion of the court ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, Participating District decision to remove the JJAEP student from JJAEP placement due to 75 day placement review hearing decision; decline or dismissal of the JJAEP felony charge by Court or Prosecutor, withdrawal from JJAEP by student's parent, or withdrawal from JJAEP due to "Inactive" Status of 30 consecutive

school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and attendance records for JJAEP term. As part of the JJAEP Exit transition meeting, Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the students return to home school and link the student to the CIS (if applicable), the graduation coach, the at risk coordinator or designated Participating District staff charged with support and reentry services. In order to promote successful transition and long term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning) campus administrator or designee, YISD Campus administrator, assigned probation officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon a student's 75th school day in a JJAEP placement to consider early removal from the JJAEP Program based on youth's progress and/or other factors that may compel an early release from the JJAEP. On a case by case basis, upon the commencement of the school year, the JJAEP will hold, and participating districts will attend a placement review for returning JJAEP students that carried over from prior school year, have met the 75th day placement day in JJAEP and are recommended for early release based on progress and/or other factors. . The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve the YISD and Participating Districts' students, complies with all applicable requirements under Chapter 37, Tex. Education Code, the State Board of Education, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department, including, but not limited to, a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under 348.206 (b3) and administration of assessment instruments under Subchapter B Chapter 39 (State Assessment). All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. YISD and participating districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS) a nationally standardized achievement test and development of an academic plan to best meet a student's educational needs based, in part, on the data gathered from the ITBS. Each student serving a minimum of seventy five (75) school days shall be pre-tested no more than 10 school days after the student is enrolled into the JJAEP and each student serving a minimum of 65 school days in the JJAEP will be post-tested prior to exit from the JJAEP.

YISD shall work with student and parents to review the student's academic progress at least twice during JJAEP Placement and establish a specific graduation plan for the student (as applicable for high school students). At a minimum, an educational review will occur at the JJAEP intake and at the JJAEP exit transition meeting.

The Program shall operate at least seven hours a day for 180 school calendar days equaling 75,600 minutes of school. These minutes include lunch and passing times; the amount does not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends instructional time for a minimum of 4hrs. per day. Attendance days are verified using sign in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, admitted on an inpatient basis into services, the student will be noted as inactive status; the total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP. A student that is maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st day.

The JJAEP must provide the juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the third calendar day of each month. If the third calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP Attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the age of the student's 19th birthday and utilize attendance procedures that encourage campus staff to reach out to families and determine the root causes of failure to attend school. Parents should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find what the issue behind repeated unexcused absences is. If an issue is identified as preventing a student from attending school, the JJAEP Campus Administrator or designee should determine whether there is any Truancy Prevention Measures (TPM) and adhere, to the extent possible to the El Paso County Truancy Prevention Plan to address the underlying risk factors that lead to truancy. TPM may include a plan to target the specific behavior contributing to the truancy; counseling; mediation; or in school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, the YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the timelines for JJAEP youth, which is within two school days. YISD must have written policies and procedures that specify which staff member is responsible for reporting absences by email transmission to the sending school and frequency. JJAEP Administrator must be copied on said e-mail transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges notification is not required to be given to a parent unless 1. Student has provided written consent, 2. Student has a disability and has provided consent as outlined under Chapter 1357, Estates Code, or 3. Student is a dependent student as defined in Section 152 of Internal

Revenue Code, and notification is received under the Individuals with Disabilities Education Act before the student reached 18 years of age.

PLACEMENT OF STUDENTS WITH DISABILITIES/ ADMISSIONS, REVIEW AND DISMISSAL

YISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA), § 504 of the Rehabilitation Act of 1973 and English as a Second Language (ESL). The placement of a student with a disability who receives special education services into the JJAEP must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Special Education services must continue to provide any and all related services as outlined in the student's Individualized Education Plan (IEP).

Participating school districts may expel a student for a mandatory expulsion offense(s) involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (20 USC Sec 1415(k); 34 CFR Sec. 300.520) who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of 75 school days, but only up to 45 days if the alleged misconduct *is* a manifest of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the administrator of the JJAEP and the JJAEP Administrator. As such, the administrator of the JJAEP or designee, agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include, the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

The JJAEP, in collaboration with the sending participating school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC) and determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the responsibility of the student's Participating District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. The Participating District must have a transportation plan in place.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as **(EXHIBIT "D")**. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** that will supplement, but not replace the YISD Student Code of Conduct in accordance with Tex. Educ. Code § 37.001 and as required by Tex. Educ. Code § 37.011(c).

YISD, JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss and problem solve on any areas of concern and update on policy revisions or legislative updates that may impact JJAEP campus operations and services. Said meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies and Procedures, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. Documents must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating District School Board and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD, and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD shall ensure that all JJAEP staff members, including temporary, seasonal or substitute employees or volunteers have completed and passed a background check prior to having "direct, unsupervised" contact with JJAEP students. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM**

(EXHIBIT "F") shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with 348.200(4d) in accordance with Chapter 341, and oversee that all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) that do not meet the "professional" (certified teachers/ student aides/ paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc) designation remain current through YISD training on Crisis Prevention Intervention, CPR and First Aid training and meet all requirements for certification as a Community Activities Officer as per TJJD established timelines.

Pursuant to Texas Administrative Code 350.100, the JJAEP is considered a Juvenile Justice Program and thus any YISD employees must adhere to the standards outlined under Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code § 358, *Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents; and required timelines; and Prison Rape Elimination Act*. These statutory provisions require individuals to report physical, sexual and/or mental health child abuse, neglect and exploitation within specific timelines; and require that all JJAEP campus personnel emphasize a zero tolerance policy and campus environment regarding any forms of sexual and physical abuse.

In such event, YISD shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit this form along with any applicable documentation via e-mail and phone call to: [1.877.786.7263](tel:1.877.786.7263) and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incident to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward report to JJAEP Administrator via email by next work day.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records. YISD shall maintain Records and documents for a minimum of seven years after the end of the contract period. If any litigation, claim, or audit involving these Records commences before the seven year period expires, the YISD contractor must keep Records and documents for not less than seven years or until all litigation, claims or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to off-set educational expenses of Participating District, including YISD, and remaining funds may be used for expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on August 1, 2021, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2022. The "Board" or "YISD" may give 30 days' written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only, and shall be effective at the end of the then current contract year. The interlocal may be automatically renewed for subsequent one year terms for a minimum of two (2) years upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policy and Procedures, JJAEP Student Code of Conduct and JJAEP MOU may be approved with written agreement by YISD and the El Paso County Juvenile Board.

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information)

Severability

If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings, written or oral agreements between them are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code

Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Participating District whether or not named above creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD.

EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities

FAILURE TO PAY

In the event the Board fails to make payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto, or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Tex. Educ. Code, § 37.011(o).

CHANGE OF CAMPUS LOCATION

Notice of a change of campus location shall be given 30 days in advance of any intended change or as soon thereafter as is possible and may be given pursuant to section Curriculum and Attendance herein instead of requiring an amendment to the terms of this agreement.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency that relates to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies And Procedures For Juvenile Justice Alternative Education Program and exhibits hereto.

YISD INTERLOCAL SY 2021-2022
CONTACTS AND ADDRESS INFORMATION

| School District | Address |
|---|--|
| Clint Independent School District Arleen Parada, Board President | 14521 Horizon Boulevard El Paso, TX 79928 |
| Fabens Independent School District Benjamin Morales, Board President | 821 NE "G" Avenue Fabens, TX 79838 |
| San Elizario Independent School District Sandra Licon, Board President | 1050 Chicken Ranch Road San Elizario, TX 79849 |
| Socorro Independent School District David O. Morales, Board President | 12440 Rojas Drive El Paso, TX 79928 |
| Tornillo Independent School District Marlene Bullard, Board President | 19200 Cobb Avenue Tornillo, TX 79835 |
| Ysleta Independent School District Cruz A. Ochoa, Board President | 9600 Sims Drive El Paso, TX 79925 |
| El Paso Independent School District Alfonso V. "Al" Valverde, Board President | 6531 Boeing El Paso, Tx. 79925 |
| Anthony Independent School District Angel J. Cuellar, Board President | 840 6th St Anthony, Tx. 79821 |
| Canutillo Independent School District Sergio Coronado, Board President | 7965 Artcraft, El Paso Tx. 79932 PO Box 100, Canutillo, Tx. 79835 |
| El Paso Juvenile Probation Department Roger Martinez, Chief Juvenile Probation Officer | 6400 Delta Drive El Paso, Texas 79905 |
| El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson | 500 E. San Antonio El Paso, Texas 79901 |

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:


ATTEST:

EL PASO COUNTY JUVENILE BOARD

B. 
Honorable Judge Yahara Lisa Gutierrez
65th District Court

Date: July 28, 2021

APPROVED AS TO CONTENT:


Chief Juvenile Probation Officer, Roger Martinez

08-02-2021
Date


Assistant County Attorney

7-19-21
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

FABENS INDEPENDENT SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
Mr. Benjamin Morales, Board President

Date: _____

Date: _____

FABENS INDEPENDENT SCHOOL DISTRICT



Property & Casualty Renewal Proposal
09/01/2021 to 09/01/2022

James E Brundage, CIC, CSR
Cristy Urquidi, CISR
Date Prepared: July 8, 2021



Table of Contents

About USI Insurance Services 3
Service Team 4
Premium Summary..... 5
Property Casualty Alliance of Texas - PCAT..... 6
Claims Administrative Services - CAS 7
Cyber Liability Optional Quote 8
Agency Bill Payment Options..... 9
USI Disclosures 10
USI Privacy Notice 11
InsurLink Client Portal..... 12
Insurance Carrier Ratings 13
Required Signature Pages 14



About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts [best-in-class industry talent](#) with a long history of deep and continuing investment in our [local communities](#). For more information, visit [usi.com](#).

The USI ONE Advantage

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics

Omni, which means “all,” is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.



Service Team

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Sales Executive

Your Sales Executive is ***James E Brundage***

Direct Number: (915) 534-9457

E-Mail: Jim.Brundage@usi.com

Account Management Team

Your Lead Account Manager is ***Cristy Urquidi***

Direct Number: (915) 534-9456

E-Mail: Cristy.Urquidi@usi.com

Claims Department

Your Claims Manager is ***Mike Rogers***

USI Phone Number: (915) 534-9463

E-Mail: Mike.rogers@usi.com

Premium Summary

| Coverage | TAPS CAS Expiring Premiums | PCAT CAS Renewal Premiums |
|-------------------------------------|----------------------------------|---------------------------------|
| Property | \$176,024 | \$209,925 |
| Inland Marine | Included | Included |
| General Liability | \$1,567 | \$1,668 |
| Automobile | \$22,211 | \$24,383 |
| Crime | Included | Included |
| Cyber Liability | \$1,510 | \$1,804 |
| Educators Legal Liability | \$7,456 | \$7,936 |
| Worker's Compensation – 3yr of 5 Yr | \$70,200 | \$68,685 |
| TOTAL ANNUAL PREMIUM | \$278,968 | \$314,401 |

Changes:

- Property: Values increased from \$102,630,796 to \$111,630,796
- Cyber Suite: PCAT has offered optional quote limits (see Client Authorization to Bind)
- Workers Compensation: Payrolls decreased from \$16,063,991 to \$15,717,400

| Cyber Liability Optional Quote | |
|--------------------------------|-------------|
| Cowbell Cyber | \$14,136.48 |

Binding Requirements:

- "Client Authorization to Bind" signed by the insured

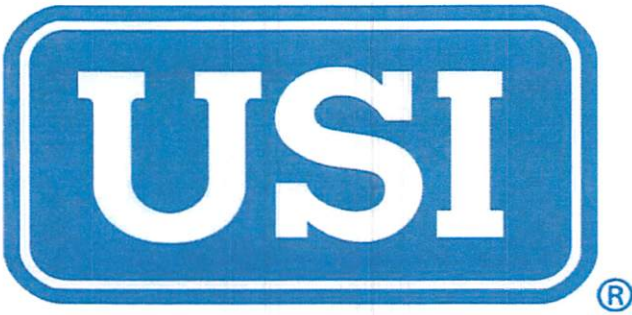
Payment Terms:

- CAS – Full Payment (Direct Bill)
- PCAT – Agency Bill - Full Payment due 15 days after the effective date

Note:

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.



2021 Coverage Summary

Fabens ISD

PCAT 9.1.2021 - 9.1.2022

| Coverage | Provider | Valuation | Property Values | Deductible |
|---------------------------------------|----------|--------------------------------------|-----------------|--|
| Property Wind & Hail | PCAT | Replacement Cost Blanket Coverage | \$111,630,796 | 1.1% per building, \$500,000 minimum, per occurrence |
| Property All Other Perils | PCAT | Replacement Cost Blanket Coverage | \$111,630,796 | \$10,000 per occurrence |
| Property Earth Movement | PCAT | Replacement Cost Blanket Coverage | \$1,000,000* | \$10,000 per occurrence |
| Property - Flood - not Zone A or V | PCAT | Replacement Cost Blanket Coverage | \$1,000,000* | \$100,000 per occurrence |

* Sublimits included as part of the property values shown above.

Limits

| | | | | |
|-------------------------------|------|--|-------------------|------------------------|
| Equipment Breakdown | PCAT | Per Accident | \$100,000,000 | \$5,000 |
| Cyber Suite Coverage | PCAT | Data Compromise Computer Attack/Extortion Network Security | \$100,000 | \$1,000 |
| General Liability | PCAT | Per Occurrence / General Aggregate | \$1,000,000 | \$1,000 \$5,000 Law |
| Educator's Legal Liability | PCAT | Claims Made & Reported | \$1,000,000 | \$5,000 |
| Auto Liability | PCAT | Per Accident | \$100/\$300/\$100 | \$1,000 |
| Auto Physical Damage | PCAT | Actual Cash Value | See Schedule | \$1,000 |

Additional Property Coverages

Limits

All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.

| | |
|---|--------------|
| Accounts Receivable | \$ 250,000 |
| Arson, Theft and Vandalism Rewards | \$ 25,000 |
| Back-up of Sewers, Drains or Sumps | \$ 25,000 |
| Building Ordinance or Law – Blanket | |
| Demolition Cost & Increased Cost of Construction | \$ 5,000,000 |
| Loss to Undamaged Portion of the Building | Included |
| Debris Removal | \$ 250,000 |
| Errors & Omissions | \$ 500,000 |
| Extra Expense | \$ 5,000,000 |
| Fire Department Service Charge | \$ 25,000 |
| Fire Extinguishing Equipment Recharge | Included |
| Flood – Excluding Zones Prefixed A or V – Annual Aggregate | \$ 1,000,000 |
| Foundations and Underground Pipes | \$ 100,000 |
| Inventory & Appraisal | \$ 25,000 |
| Miscellaneous Unnamed Locations | \$ 50,000 |
| Newly Acquired or Constructed Buildings – 180 days | \$ 1,000,000 |
| Outdoor Property | \$ 2,000,000 |
| Outdoors Trees, Shrubs & Plants | \$ 25,000 |
| Personal Effects and Property of Others | \$ 100,000 |
| Personal Property at Newly Acquired or Constructed Buildings – 180 days | \$ 500,000 |
| Pollution Cleanup and Removal | \$ 100,000 |
| Preservation of Property | Included |
| Spoilage | \$ 100,000 |
| Tenant Glass | \$ 10,000 |
| Theft Damage to Building | Included |
| Underground Water Seepage | \$ 25,000 |
| Utilities Services – Direct Damage | \$ 50,000 |
| Valuable Papers and Records | \$ 50,000 |

Inland Marine Coverages

Limits

Deductible

All are Sublimits included as part of the property values and are subject to the deductibles listed.

| | | |
|--|--------------|----------|
| Audio Visual Equipment | \$ 100,000 | \$ 5,000 |
| Band Equipment, Uniforms, & Musical Instruments | \$ 500,000 | \$ 1,000 |
| Electronic Data Processing Equipment | \$ 2,000,000 | \$ 5,000 |
| Media & Data | Included | |
| Fine Arts | \$ 25,000 | \$ 1,000 |
| Miscellaneous Equipment (includes Mobile Equipment) | \$ 500,000 | \$ 1,000 |
| Personal Effects and Property of Others – Off Premises | \$ 100,000 | \$ 1,000 |
| Personal Property In Transit | \$ 50,000 | \$ 1,000 |
| Property Off-Premises | \$ 100,000 | \$ 1,000 |

Crime

Limits

Deductible

All are Sublimits included as part of the property values and are subject to the deductibles listed.

| | | | | |
|--|----|---------|----|-------|
| Employee Dishonesty | \$ | 100,000 | \$ | 1,000 |
| Money & Securities - Inside the Premises | \$ | 50,000 | \$ | 1,000 |
| Money & Securities - Outside Premises | \$ | 50,000 | \$ | 1,000 |
| Fraudulent Instruction | \$ | 50,000 | \$ | 1,000 |
| Forgery & Alteration | \$ | 50,000 | \$ | 1,000 |

Equipment Breakdown

Limits

Deductible

| | | | | |
|--|----|-------------|----|-------|
| Equipment Breakdown Limit | \$ | 100,000,000 | \$ | 5,000 |
| Property Damage | | Included | | |
| Off Premises Property Damage | \$ | 25,000 | | |
| Business Income/Extra Expense/Service Interruption | \$ | 1,000,000 | | |
| Contingent Business Income | \$ | 25,000 | | |
| Civil Authority | | Included | | |
| Perishable Goods | \$ | 100,000 | | |
| Demolition | \$ | 100,000 | | |
| Ordinance or Law | \$ | 100,000 | | |
| Expediting Expenses | \$ | 100,000 | | |
| Hazardous Substances | \$ | 100,000 | | |
| Newly Acquired Locations | \$ | 1,000,000 | | |
| Green | \$ | 25,000 | | |
| Public Relations | \$ | 5,000 | | |

| Cyber Suite Coverage | Annual Aggregate Limit | Deductible |
|------------------------|------------------------|------------|
| All Coverages Combined | \$100,000 | \$1,000 |

Data Compromise Response Expenses - Included in Annual Aggregate Limit

Notification to Affected Individuals

Services to Affected Individuals

Per Occurrence Sublimits:

Forensic IT Review 50% of Cyber Suite Annual Limit

Legal Review 50% of Cyber Suite Annual Limit

Public Relations Services \$ 5,000

Regulatory Fines and Penalties 50% of Cyber Suite Annual Limit

PCI Fines and Penalties 50% of Cyber Suite Annual Limit

Computer Attack & Cyber Extortion - Included in Annual Aggregate Limit

Data Restoration Costs

Data Recreation Costs

System Restoration Costs

Per Occurrence Sublimits:

Loss of Business 50% of Cyber Suite Annual Limit

Extended Income Recovery Subject to loss of business sublimit

Public Relations Services \$ 5,000

Cyber Extortion \$ 25,000

Misdirected Payment Fraud \$ 25,000

Computer Fraud \$ 25,000

Data Compromise Liability - Included in Annual Aggregate Limit

Defense & Liability

Network Security Liability - Included in Annual Aggregate Limit

Defense & Liability

Electronic Media Liability - Included in Annual Aggregate Limit

Defense & Liability

General Liability

| | Limits | Deductible |
|---|--------------|------------|
| General Aggregate Limit | \$1,000,000 | \$ 1,000 |
| Each Occurrence Limit | \$ 1,000,000 | \$ 1,000 |
| Damage To Premises Rented To You Limit | \$ 500,000 | \$ 1,000 |
| Law Enforcement Liability Limit | \$ 1,000,000 | \$ 5,000 |
| Unmanned Aerial Vehicle Aggregate Limit | \$ 100,000 | \$ 1,000 |
| Personal and Advertising Injury Limit | \$ 1,000,000 | \$ 1,000 |
| Products/Completed Operations Aggregate Limit | \$1,000,000 | \$ 1,000 |

Employee Benefits Liability

| | Limits | Deductible |
|---|----------------------------|------------|
| Claims-Made & Reported Form | Retroactive Date: 9.1.2019 | |
| Each Employee | \$1,000,000 | \$ 1,000 |
| Aggregate (Included in General Liability General Aggregate) | | |

Educator's Legal Liability

| | Limits | Deductible |
|---|----------------------------|------------|
| Claims-Made & Reported Form | Retroactive Date: 9.1.2009 | |
| Coverage A: Professional Educational Services | | \$ 5,000 |
| Each Professional Incident | \$1,000,000 | |
| Professional Incident Aggregate | \$1,000,000 | |
| Coverage B: Employment-Practices Liability | | \$ 5,000 |
| Each Employment Incident | Combined with Coverage A | |
| Employment Incident Aggregate | Combined with Coverage A | |
| Coverage C: Non-Pecuniary Defense | | \$ 5,000 |
| Defense Reimbursement | \$100,000 | |
| Defense Reimbursement Aggregate | \$300,000 | |

Terms & Conditions

General Terms

1. The proposed contributions and coverage include package discounts. Therefore, all proposed coverages must be accepted as a package.
2. This proposal is summary only. Please consult all applicable agreements and coverage documents for a complete explanation of the coverages, conditions and exclusions.
3. If this proposal is based upon an incomplete application, terms and pricing may change if the completed application reveals new underwriting concerns.
4. This proposal is based upon no deterioration in property losses prior to binding. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from North American Solutions.
5. This proposal is rescinded if a RFP is issued by the school district or college subsequent to the date that this proposal is offered.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. Property coverage will apply on the condition that the Member give us notice of any Loss as soon as possible, but in no event more than 365 days from the date of the Occurrence.
8. Roof coverings to be ACV if originally installed or last fully replaced more than 20 years from the date of loss.

Multi-Year Coverage

1. This proposal includes multi-year coverage terms as specified in the PCAT Multi-Year Interlocal Addendum.

Automobiles

1. Automobile Liability coverage does not extend to 15 Passenger Vans “while transporting students.”
2. A contracted school bus driver who is not a district employee is not considered a covered Member.

Annual Adjustments

1. Contributions are adjusted annually based on updated exposures for Property and Contents, Automobiles and Average Daily Attendance.
2. Contributions may be adjusted annually per the PCAT Multi-Year Interlocal Addendum.

Proposal Contingencies (the following must be received prior to binding)

1. Signed coverage applications.

Cost Summary

| | Exposures | | Cost |
|---|-------------|----------------|------------|
| Property | Building | \$ 95,663,658 | \$ 204,043 |
| | Contents | \$ 15,967,138 | |
| | Total | \$ 111,630,796 | |
| Equipment Breakdown | TIV | \$ 111,630,796 | \$ 5,882 |
| Cyber Suite | ADA | 1,977 | \$ 1,804 |
| | Employees | 346 | |
| General Liability & Employee Benefits Liability | ADA | 1,977 | \$ 1,668 |
| | Employees | 346 | |
| Educator's Legal Liability | ADA | 1,977 | \$ 7,936 |
| | Employees | 346 | |
| Automobile Liability | Power Units | 49 | \$ 16,659 |
| | Trailers | 0 | |
| Auto Physical Damage | Cost New | \$1,607,129 | \$ 7,724 |
| | Units | 49 | |
| Annual Cost | | | \$ 245,716 |

Value - Added Services

| | | |
|---|---|----------|
| Operational Disaster Recovery | Priority Access to Power, Fuel, Mobile Offices & Satellite Connectivity | Included |
| Property Valuations | Annual Property Valuation Updates including campus diagrams & photos | Included |
| Driver Training | On-site Training Session + School Bus Driver DVD Training Program | Included |
| Employee Training | Online Liability Training for School | Included |
| Facility Surveys | On-Site Facility Inspections | Included |
| SafeBus Community Bus Driver Monitoring | Yellow & White fleet safety monitoring program | Included |

PCAT Summary of Coverage Changes

May 1, 2021

As part of the continuous improvement process, periodic reviews of coverage documents are conducted to provide the best products to our Members. Property Casualty Alliance of Texas (PCAT) is implementing the following coverage changes for all renewals taking effect on or after May 1, 2021.

[This is a summary of changes only, please carefully review the coverage documents in their entirety](#)

Commercial General Liability

- In Section I – General Exclusions – Coverages A, B, and C, one exclusion was changed.

20. Communicable Disease Outbreak

This policy does not cover any actual or alleged loss, liability, damage, compensation, bodily injury, sickness, disease, death, medical expenses, defense expense, cost, expense or any other amount, directly or indirectly and regardless of any other cause contributing concurrently or in any sequence, originating from, caused by, arising out of, contributed to by, resulting from, or otherwise in connection with a Communicable Disease Outbreak or the fear or threat (whether actual or perceived) of a Communicable Disease Outbreak including, but not limited to any cost to clean-up, detoxify, remove, monitor or test for a Communicable Disease associated with a Communicable Disease Outbreak.

This exclusion applies even if the Claim against any insured alleges negligence or other wrongdoing in the:

- a. Supervising, hiring, employing, training or monitoring of others that may be infected with and spread a Communicable Disease associated with a Communicable Disease Outbreak;
- b. Testing for a communicable disease associated with a Communicable Disease Outbreak;
- c. Failure to prevent the spread of the Communicable Disease associated with a Communicable Disease Outbreak; or
- d. Failure to report the Communicable Disease associated with a Communicable Disease Outbreak to authorities. (pp. 13)

- In Section V – Definitions, two Definitions were added:

5. Communicable Disease

Any infection or contagious disease which can be transmitted by means of any substance or agent from any organism to another organism where:

- a. The substance or agent includes, but is not limited to, a virus, bacterium, parasite or other organism or any variation thereof, whether deemed living or not, and
- b. Regardless of the method of transmission, whether direct or indirect, includes but is not limited to, airborne transmission, bodily fluid transmission, transmission from or to any surface or object, solid, liquid or gas or between humans, animals, or from any animal to any human or from any human to any animal, and
- c. The disease, substance or agent can cause or threaten bodily injury, illness, emotional distress, damage to human health, human welfare or tangible or intangible property damage. (pp. 19-20)

6. Communicable Disease Outbreak

A claim or occurrence for a Communicable Disease that is declared, or determined to be, a public health emergency, pandemic, outbreak, epidemic, disaster, or public emergency by the World Health Organization, or any agency or authority tasked with overseeing international or global public health, or by the United States government, including any federal, state or local agency. (pp. 20)

Business Automobile Coverage

- In Section II – Liability Coverage, C. Limit of Coverage, 3. (a.)(b.)(c.) has been added. Coverage for non-employees is now limited to the maximum of \$100,000/\$300,000/\$100,000 to better align with governmental entity TTCA 101.023(b). (pp. 6 - 7)

Claims Administrative Services - CAS

WORKERS COMPENSATION

| Limits of Liability | |
|---|-------------|
| Coverages | Limits |
| Employers Liability – Each Accident | \$3,000,000 |
| Employers Liability – Disease Policy Limit | \$1,000,000 |
| Employers Liability – Disease Each Employee | \$1,000,000 |
| Statutory | |

| Payrolls | |
|--------------|--------------|
| 2020-21 | 2021-22 |
| \$16,063,991 | \$15,717,400 |

Cyber Liability Optional Quote



Cowbell Cyber Insurance Quote - Prime 250

Subject to the terms and conditions contained herein, Cowbell Insurance Agency ("Cowbell") agrees to issue to the below Named Insured the following quote for insurance coverage. Upon binding of this account, we must receive a signed application from the Insured.

| | |
|------------------|--|
| QUOTE NUMBER | QCB-250-QPJYT0V2 |
| NAMED INSURED | Fabens Independent School District (inc) |
| REVENUE | \$25,926,300.00 |
| # OF EMPLOYEES | 375 |
| YEAR ESTABLISHED | 1912 |
| MAILING ADDRESS | 821 Ne 'g' Avenue, Fabens, TX, 79838 |
| EMAIL ADDRESS | |
| AGENCY NAME | Apex Insurance Services |

| | | |
|-----------------|-----------------------------------|--------------------|
| POLICY PERIOD | From: 07/23/2021 (Effective Date) | |
| | To: 07/23/2022 (Expiration Date) | |
| | 12:01 AM Insured Local Time | |
| POLICY TERM | 365 days | |
| POLICY PREMIUM | Estimated Premium (with TRIA) | \$13,886.48 |
| | MGA Fees | \$250.00 |
| | TOTAL AMOUNT | \$14,136.48 |
| AGGREGATE LIMIT | \$1,000,000 | |
| INSURED STATE | TX | |

Coverage under this policy is provided only for those Insuring Agreements for which a limit of liability appears on subsequent pages. If no limit of liability is shown for an Insuring Agreement, such Insuring Agreement is not provided by this policy. The Aggregate Limit shown above is the most the Insurer(s) will pay regardless of the number of Insured Agreements purchased.

COVERAGES

| LIABILITY EXPENSE | COVERAGE LIMIT | DEDUCTIBLE | WAITING PERIOD | RETRO ACTIVE PERIOD |
|---|----------------|------------|----------------|---------------------|
| <input checked="" type="checkbox"/> Liability Costs | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| <input checked="" type="checkbox"/> PCI Costs | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| <input checked="" type="checkbox"/> Regulatory Costs | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| FIRST PARTY EXPENSE | COVERAGE LIMIT | DEDUCTIBLE | WAITING PERIOD | RETRO ACTIVE PERIOD |
| <input checked="" type="checkbox"/> Cowbell Breach Fund | \$1,000,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Data Restoration | \$1,000,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Extortion Costs | \$1,000,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Business Impersonation Costs | \$1,000,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Reputational Harm Expense | \$500,000 | - | 12 Hours | 07/23/2021 |
| FIRST PARTY LOSS | COVERAGE LIMIT | DEDUCTIBLE | WAITING PERIOD | RETRO ACTIVE PERIOD |
| <input checked="" type="checkbox"/> Business Interruption Loss | \$1,000,000 | \$25,000 | 12 Hours | - |
| <input checked="" type="checkbox"/> Contingent Business Interruption Loss | \$1,000,000 | \$25,000 | 12 Hours | - |
| <input checked="" type="checkbox"/> System Failure | \$1,000,000 | \$25,000 | 12 Hours | - |
| <input checked="" type="checkbox"/> Contingent System Failure | \$1,000,000 | \$25,000 | 12 Hours | - |
| <input checked="" type="checkbox"/> Cyber Crime Loss | \$500,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Bricking Costs | \$1,000,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Criminal Reward Costs | \$100,000 | - | - | - |
| COVERAGE ENDORSEMENTS | COVERAGE LIMIT | DEDUCTIBLE | WAITING PERIOD | RETRO ACTIVE PERIOD |
| <input checked="" type="checkbox"/> California Consumer Privacy Act | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| <input checked="" type="checkbox"/> General Data Protection Regulation | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| <input checked="" type="checkbox"/> Utility Fraud Attack | \$100,000 | \$25,000 | - | - |
| <input checked="" type="checkbox"/> Media Liability | \$1,000,000 | \$25,000 | - | Full Prior Acts |
| <input checked="" type="checkbox"/> Full System Failure | \$1,000,000 | \$25,000 | - | - |



This quote proposal expires within seven (7) days after the effective date of the policy, if the policy is issued after the effective date of coverage a no known loss letter will be required to issue.

This quote proposal for insurance coverage is issued based on the truthfulness and accuracy of the information provided to Cowbell in response to the questions on the insurance application entered into our underwriting system.

If between the date of the quote and the Effective Date of the proposed insurance contract, there is a material change in the condition of the Named Insured or if any notice of claim or circumstance giving rise to a claim is reported prior to the Effective Date of the proposed insurance contract, then the Named Insured must notify Cowbell. Whether or not this quote has already been accepted by the Named Insured, Cowbell reserves the right to rescind this quote as of its Effective Date or to modify the final terms and conditions of the quote upon review of the information. Cowbell also reserves the right to modify the final terms and conditions upon review of the information received in satisfaction of the aforementioned conditions.

This quote is also subject to the satisfaction of the following conditions:

1. Cowbell Application signed and dated within 30 days prior to binding.
2. If the applicant had prior cyber coverage, please provide 5 years of loss runs.

Please send the above information to underwriting@cowbellcyber.ai prior to binding.

Note that this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein.



Cowbell Factors™ - Prime 250

We included below your Cowbell Factors rating which gives you visibility into your security posture, how you compare to peers, and where to improve your security. Cowbell's platform assesses your threats and risk exposure using Cowbell Factors and automatically tailors the coverage offered to your specific business needs. Scores range from 0 to 100, 100 being the highest and representing the lowest level of risk.

AGGREGATE COWBELL FACTORS

54

COMPANY AGGREGATE

Fabens Independent School District (li

Average of all the various Cowbell Factors for this company. This score ranges from 0 to 100, 100 being the highest. A company with a score of 85 represents less risk than one with a score of 64. This ACF is a good metric to benchmark a company against peers, but it is not used for underwriting.

54

INDUSTRY AGGREGATE (611110)

Educational Services, Elementary and Secondary Schools

Measures an industry overall cyber risk factor. This is calculated from the pool of organizations in the Cowbell database for the specific industry. This score ranges from 0 to 100, 100 being the best. An industry with a score of 80 represents less risk than one with a score of 56.

INDIVIDUAL COWBELL FACTORS

57

NETWORK SECURITY

Measures the strength of the organization's network infrastructure and whether security best practices are deployed such as use of encryption, secure protocols, patching frequency, and use of threat mitigation tools. This factor also checks for vulnerabilities, malware, misconfigurations and other weaknesses.

51

FUNDS TRANSFER

This factor tracks risk markers related to hacking of email and phishing that commonly leads to nefarious activities such as funds transfer.

52

CLOUD SECURITY

Measures the strength of an organization's cloud security based on its security practices and footprint on commonly used public clouds and cloud storage (i.e. AWS, Azure, GCP, Box). This factor incorporates configuration for security best practices such as the use of multi-factor authentication.

50

CYBER EXTORTION

Measure of an organization's potential exposure to extortion related attacks such as ransomware. This factor shares some data sources with network security and endpoint security presence of malware on the network, patching cadence, use of encryption and more.

56

ENDPOINT SECURITY

Measure of endpoints preparedness (servers, mobile devices, IoT endpoints) towards cyberattacks. This factor incorporates the number of endpoints as well as the level of security hygiene applied to them - patching cadence and presence of vulnerabilities or malware.

59

COMPLIANCE

Measures an organization's level of compliance to security standards such as CIS (Center of Internet Security) benchmarks, NIST CSF (Cyber Security Framework), CSC-20 (Critical Security Controls), HIPAA, PCI, EU GDPR and CCPA.

45













DARK INTELLIGENCE

Measure of an organization's exposure to the darknet, taking into account the type and volume of data exposed and its value for criminal activity (examples: stolen credentials, PII).



Cowbell Cyber Coverages - Prime 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

-  **Liability Costs** Coverage for (1) defense expenses, (2) monetary damages the insured becomes legally obligated to pay including pre-judgment interest, post-judgment interests, judgments or settlements; and (3) punitive, exemplary, or multiplied damages but only to the extent such damages are insurable under the applicable law most favorable to the insurability of such damages.
-  **PCI Costs** Coverage for amounts the insured is legally obligated to pay under a Payment Card Services Agreement including: (1) monetary assessments; (2) fines; (3) penalties; (4) chargebacks; (5) reimbursements; (6) fraud recoveries; (7) forensic investigation, including any PFI; and (8) costs or expenses incurred in connection with a PCI DSS compliance audit.
-  **Regulatory Costs** Coverage for (1) any amount the insured is legally required to deposit in a fund for the payment of consumers; (2) fines; or (3) penalties imposed by a federal, state or foreign governmental entity due to a privacy incident.
-  **Cowbell Breach Fund** Coverage for losses and expenses directly associated with recovery activities after a cyber incident. This can include incident response, investigation, forensics, crisis management, notification to customers, call center services, overtime salaries, post-event monitoring services such as credit monitoring, and healthcare records remediation for impacted customers.
-  **Data Restoration** Coverage for the cost to replace, restore, recreate or recover data residing on an insured's computer system that is compromised as a direct result of a network security incident. If such data cannot be replaced, restored, recreated or recovered, then data restoration is limited to the costs associated with that determination.
-  **Extortion Costs** Coverage for losses from a privacy incident or network security incident resulting from a credible threat or series of threats, such as a ransomware attack. This can include expenses to investigate the cause of an extortion threat and the payment amounts, including the actual costs to execute such payment (whether in digital or traditional currency).
-  **Business Impersonation Costs** Coverage for the costs to inform potentially impacted parties (individuals, vendors or suppliers) of fraudulent communications where a third party impersonated the insured to deceive them or any vendor or supplier into sharing credentials or protected information.
-  **Reputational Harm Expense** Coverage for the income loss that the insured sustains during a period of indemnity that directly results from a communication via any medium specifically arising from an actual or alleged incident that threatens to, or actually does negatively harm the insured's reputation.
-  **Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of the insured's computer system. This would also include a voluntary shutdown of the insured's computer system when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
-  **Contingent Business Interruption Loss** Coverage for the income loss and extra expenses due to the actual and measurable interruption or degradation in performance of a service provider's computer system. This would also include a voluntary shutdown of computer systems when such action is taken to minimize, avoid or reduce further damage as a result of a covered incident.
-  **System Failure** Coverage for the income loss and extra expenses due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of the insured's computer system.
-  **Contingent System Failure** Coverage for the income loss and extra expense due to a system failure (see policy wording) which causes the actual and measurable interruption, suspension, failure, degradation or delay in performance of a service provider's computer system.



Cowbell Cyber Coverages - Prime 250

(Please note this quote contains only a general description of coverage provided. For a detailed description of the terms, you must refer to the insurance contract itself and the endorsements listed herein)

- ☒ **Cyber Crime Loss** Coverage for loss of money or digital currency directly resulting from any of the following covered events: (1) engineering (2) reverse social engineering, (3) fraudulent transfer of funds. It also provides coverage for charges incurred by the insured from its telecommunications provider as a result of a telecommunications hack.
- ☒ **Bricking Costs** Coverage for the reasonable and necessary costs, subject to the insurer's prior consent, to replace, remediate or improve the insured's computer system. Costs must be incurred as a direct result of a network security incident.
- ☒ **Criminal Reward Costs** Coverage for amounts offered by the insured for information that leads to the arrest and conviction of individual(s) committing or trying to commit any illegal act related to any coverage under this policy.
- ☒ **California Consumer Privacy Act** Coverage for the amounts that the insured is legally obligated to pay in responding to a CC compliance audit or investigation that directly results from a privacy or a network security incident.
- ☒ **General Data Protection Regulation** Coverage for the amounts that the insured is legally obligated to pay in responding to a compliance audit or investigation that directly results from a privacy or a network security incident.
- ☒ **Utility Fraud Attack** Coverage for the additional amounts incurred due to the manipulation or deception, by an unauthorized third party, for its use, of the insured organization's natural gas, oil, or internet.
- ☒ **Media Liability** Liability costs coverage for intellectual property infringement, other than patent infringement, resulting from the advertising of an insured's services. This builds upon the online media liability coverage in the base form to expand to printed advertising. This includes social media.
- ☒ **Full System Failure** Coverage that expands the definition of system failure to include an accidental, unintentional, or negligent error or omission committed by the insured or the service provider. This expands beyond the administrative error required to have while operating or maintaining computer systems.

Agency Bill Payment Options

We sincerely appreciate the opportunity to service your insurance needs. We believe good credit relationships are established by making our clients aware in advance of the terms of our payment procedures.

OUR BASIC PAYMENT PLAN IS THAT ALL PAYMENTS ARE DUE ON OR BEFORE THE EFFECTIVE DATE OF COVERAGE. THERE ARE THREE METHODS OF PAYMENT AVAILABLE:

-CASH ON EFFECTIVE DATE
-PREMIUM FINANCING BY A PREMIUM FINANCE COMPANY
-INSURANCE COMPANY PAYMENT PLAN, IF AVAILABLE

Please note that USI Insurance Services LLC and its subsidiaries and affiliates do not provide customer financing.

In some instances, you will receive invoices covering additions or changes to your coverage, endorsements. These invoices are payable upon receipt. You will receive a monthly statement of your account as a reminder as we realize that it is occasionally possible to miss a payment through oversight. Accounts with payments past due are subject to cancellation for non-payment. This is a serious situation as your insurer may refuse to reinstate coverage even if payment is made later. Accounts are subject, but not limited to, reasonable attorney fees, interest, collection fees and/or court costs incurred in connection with collection of past due balances.

PAYMENTS: Please remember to return the remittance copy of the invoice with your payment in the provided envelope. Otherwise, all payments will be applied to your oldest balance or left as unapplied if we cannot identify the applicable invoice being paid.

CREDITS: Credit invoices may be applied against other invoices due us. Please indicate in your remittance or contact us as to where to apply credit invoices on your account.

These payment procedures will apply for any and all policy renewals or future business written.

If you have any questions concerning our payment procedures or any other matters pertaining to account payments, please contact your insurance representative.

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

InsurLink Client Portal

InsurLink, USI's secure, interactive portal for client collaboration and self-service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:



View and reprint Certificates of Insurance.

View policies, endorsements and other key documents.



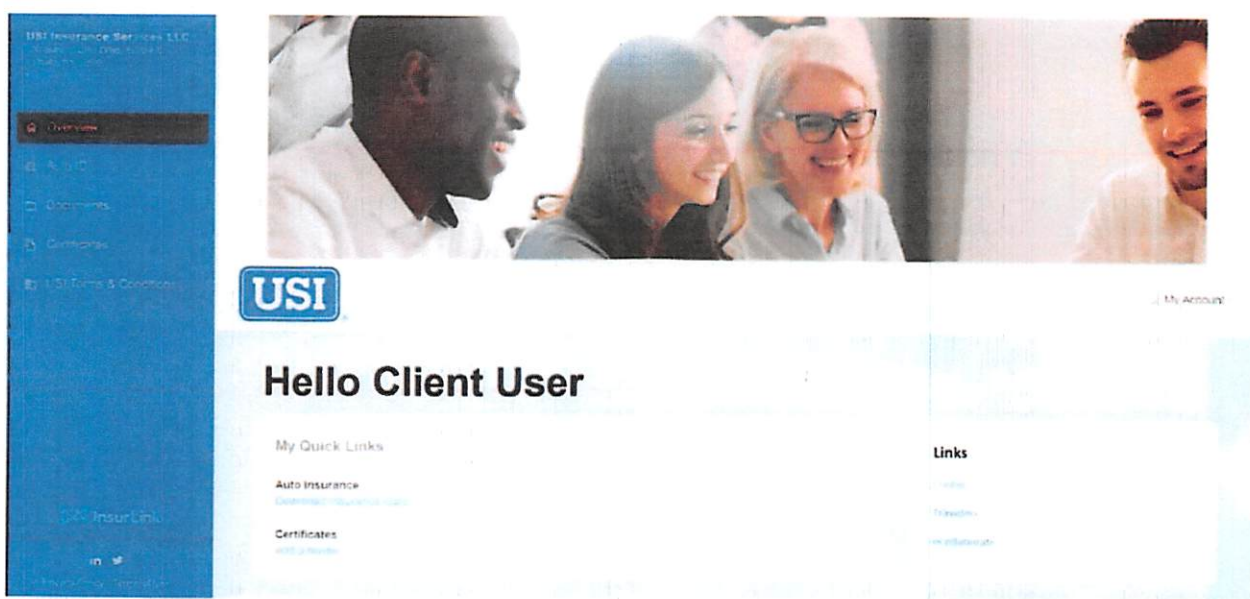
Generate and issue Certificates of Insurance quickly and accurately.

Share documents with your USI service team



Reprint and replace Auto ID cards.*

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

*Limitations in NY and NJ

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

| | | | |
|---------------------|------------------|-----------|-------------------------------------|
| A++ & A+ | Superior | D | Poor |
| A & A- | Excellent | E | Under Regulatory Supervision |
| B++ & B+ | Good | F | In Liquidation |
| B & B- | Fair | S | Rating Suspended |
| C++ & C+ | Marginal | NR | Not Rated |

FINANCIAL SIZE CATEGORY (In \$ Thousands)

| | | | |
|-------------------|------------------|-----------|-------------------|
| Class I | Less than | | 1,000 |
| Class II | 1,000 | to | 2,000 |
| Class III | 2,000 | to | 5,000 |
| Class IV | 5,000 | to | 10,000 |
| Class V | 10,000 | to | 25,000 |
| Class VI | 25,000 | to | 50,000 |
| Class VII | 50,000 | to | 100,000 |
| Class VIII | 100,000 | to | 250,000 |
| Class IX | 250,000 | to | 500,000 |
| Class X | 500,000 | to | 750,000 |
| Class XI | 750,000 | to | 1,000,000 |
| Class XII | 1,000,000 | to | 1,250,000 |
| Class XIII | 1,250,000 | to | 1,500,000 |
| Class XIV | 1,500,000 | to | 2,000,000 |
| Class XV | 2,000,000 | to | or greater |

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data

NR-3 Rating Procedure Inapplicable

NR-5 Not Formally Followed

NR-2 Insufficient Size and/or Operating Experience

NR-4 Company Request

Required Signature Pages

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated August 3, 2021, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

PCAT Quote with Cyber Suite options:

- | | | |
|--|-------------------------------------|-------------|
| - \$100,000 Limit with \$1,000 ded: \$1,804 | <input type="checkbox"/> | Please bind |
| - \$250,000 Limit with \$2,500 ded: \$4,464 | <input type="checkbox"/> | Please bind |
| - \$500,000 Limit with \$10,000 ded: \$5,870 | <input type="checkbox"/> | Please bind |
| - \$1,000,000 Limit with \$10,000 ded (recommended): \$7,789 | <input checked="" type="checkbox"/> | Please bind |

CAS Renewal Quote

☐ Please bind

Cowbell Cyber - Option

☐ Please bind

| |
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| |
| |
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| |
| |

Client Signature

Date Signed

AM Best JUA and Unrated Notification

The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with CAS. However, CAS is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with State Fund.

Please sign below and return to us to acknowledge your agreement to placement with CAS.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

AGREED TO:

Fabens Independent School District

(Title – Must be Corporate Officer)

By: _____

Date: _____

Applicant's Attestation

The authorized signer of this application represents or warrants to the best of his or her knowledge and belief that the statements set forth herein are true and include all material information. The authorized signer also represents or warrants that any fact, circumstance or situation indicating the probability of a claim or action now known to any entity official or employee has been declared, and it is agreed by all concerned that omission of such information shall exclude any such claim or action from coverage under the coverage being applied for. Signing of this application does not bind PCAT to offer nor the authorized signer to accept coverage, but it is agreed this application and any attachments thereto shall be the basis of the coverage and will be incorporated by reference and made a part of the coverage document should coverage be issued.

Applicant Printed Name

Applicant Signature

Applicant Email

Date



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.TM

TEXAS EDUCATIONAL INSURANCE ASSOCIATION

WORKERS' COMPENSATION

Plan Year 2021-2022 Renewal Addendum – Part 1 of 2

Plan Sponsor: Fabens ISD

5th Year of a 5 Year Contract

FIXED COST \$68,685

LOSS FUND MAXIMUM\$249,501

Renewal Based on Estimated Payroll of \$15,717,400

Fixed Cost Includes: Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus...

| | | |
|-------------------------------|--------------------------------------|----------------------------------|
| Initial contact with claimant | Setting IME appointments | Communicating with Doctor |
| Initial contact with insured | Administering benefits timely | Visits by Adjuster |
| Initial contact with doctor | Annual Reports | Recorded statements |
| Faxes | Check stock & issuing checks | Filing state forms |
| Regular Meetings with Client | Subrogation Management | Answering WC legal questions |
| Photographs | Reports | Supervisor review of claims |
| Telephone | Litigation Management | Travel expenses |
| Monitoring medical treatment | Communicating with employee | Reviewing claims with clients |
| Airfare, except extraordinary | Mileage, except extraordinary | Excess Carrier Reporting |
| Loss Runs | Express mail, except extraordinary | EDI requirements for Ins Carrier |
| Filing of 1099's | Obtain Records, except extraordinary | |

.....CAS Service Guarantee, and much more.....

Loss Fund Includes: Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment

| | |
|---------------------------------------|--|
| Allocated Expenses: | Cost associated with bank account or its maintenance |
| Attorney fees | Extraordinary travel expenses incurred by CAS |
| Medical opinions | Cost associated with Occupational Rehabilitation |
| Independent Medical Examination | Pre-authorization or Utilization |
| Peer Review | Cost for obtaining and copying of public or medical records |
| Court costs | Cost for photography, preparation of maps, diagrams or physical analysis |
| Medical Case Management | Cost of employing experts' testimony |
| Cost of surveillance | Cost for property damage appraisal fees |
| Interest paid as result of Litigation | Witness travel expense |
| Witness fees | Specialty Bill Review |
| Medical Bill Negotiations | |

Cost Containment:

CAS does provide cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates. Field Case Management, \$88 per hour + mileage; Telephonic Case Management, \$88 per hour; Rehabilitation/Vocational Case Management, \$88 per hour + mileage; Pre-Authorization, \$150 flat rate per request; Specialty Bill Review 25% of savings; Medical Bill Negotiations 25% of savings; Pharmacy Network, 9% of savings; Ancillary Services, 9% of savings; Medical Necessity Review, \$125 Coordination fee + cost; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, \$35 for initial database research/\$84 per hour for surveillance, In-house attorney representation at hearings \$75.00 per hour, Section 111 reporting query is at no charge; \$10.00 per submission.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.



Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

Texas Educational Insurance Association

WORKERS' COMPENSATION

Plan Year 2021-2022 Renewal Addendum – Part 2 of 2

Plan Sponsor: Fabens ISD

5th Year of a 5 Year Contract

Renewal Based on Estimated Payroll of \$15,717,400

Option 1: Select New 5-Year Plan--Locks in Fixed Cost Rate for Five Additional Years.

| | |
|---|--|
| <input type="checkbox"/> Begin New 5 Year Plan/Year 1* | |
| <input type="checkbox"/> Fixed Cost Payment in Full Due on 9/1 | <input type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1 |
| \$68,685 | |

*The Plan Sponsor agrees to extend the term of this agreement for an additional five (5) years, which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. *Please ensure you are not under any obligation to other carriers prior to extending a multi-year option.*

Option 2: Select New 3-Year Plan--Locks in Fixed Cost Rate for Three Additional Years.

| | |
|---|--|
| <input type="checkbox"/> Begin New 3 Year Plan/Year 1** | |
| <input type="checkbox"/> Fixed Cost Payment in Full Due on 9/1 | <input type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1 |
| \$68,685 | |

**The Plan Sponsor agrees to extend the term of this agreement for an additional three (3) years, which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. *Please ensure you are not under any obligation to other carriers prior to extending in a multi-year option.*

Option 3: Current Plan—Fixed Cost Rate and Discount Subject to Change at End of Contract Term.

| | |
|---|---|
| <input checked="" type="checkbox"/> Continue Current 5 Year Plan/Year 5*** | |
| <input type="checkbox"/> Fixed Cost Payment in Full Due on 9/1 | <input checked="" type="checkbox"/> Fixed Cost Quarterly Payments of 40%, 20%, 20%, 20% Due on 9/1, 12/1, 3/1, and 6/1 |
| \$68,685 | |

***The Plan Sponsor agrees, this agreement continues for one (1) more years, which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts.

| |
|--|
| <input type="checkbox"/> DRAFT OUR W/C FUND BANK ACCOUNT ON DUE DATE – Plan Sponsor authorizes payment by draft on the due date for any and all billings. Plan Supervisor will provide copy of Draft Invoice prior to due date. |
| SHOULD THE DISTRICT NOT CHOOSE THE DRAFT PAYMENT METHOD, INITIAL INVOICE WILL BE ISSUED PRIOR TO 8/1/21, PAYABLE ON 9/1/21. QUARTERLY INVOICES WILL BE MAILED TO PLAN SPONSOR PRIOR TO AND PAYABLE ON DUE DATES LISTED ABOVE. |

I represent that I am expressly and duly authorized by Fabens ISD to execute this agreement and legally bind my employer as set forth in this agreement. I acknowledge that Fabens ISD wishes to continue the agreement as previously approved by the Board of Trustees, the governing body of Fabens ISD. As the designated employee of Fabens ISD, I am exercising the authority conveyed by the Board of Trustees to extend the term of this agreement for an additional five years ____ three years ____, or continuing current plan ____ which must be completed before an exit option is available. I further acknowledge that this agreement guarantees only the Fixed Cost Rate and does not guarantee the Fixed Cost or Loss Fund amounts. It is understood that Fixed Cost and Loss Fund amounts are subject to change each year of the agreement based on the actual payrolls of Fabens ISD. Effective start date of this plan addendum is September 1, 2021.

_____/_____/2021 _____
Date Signature (Designated Employee) Title

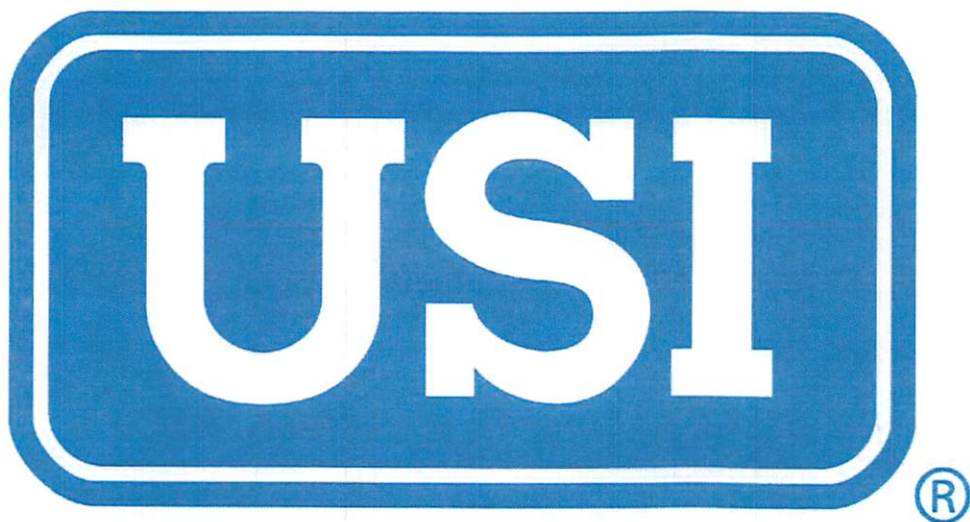
Please Select a Plan Option and return signed Renewal Addendum to CAS by 6/30/2021.

CAS-Claims Administrative Services, Inc.

Phone: 903.509.8484
Toll Free: 800.765.2412

501 Shelley Drive
P.O. Box 7500
Tyler, TX 75701

Fax: 903.509.1888
www.cas-services.com



Fabens ISD
Schedules



Property and Equipment Breakdown Schedule

Fabens ISD

| Member Name | Member Number | Building | Bldg # | Address | City | Zip Code | Const | # Story | Year Built | Year Roof Built | Sprinklered | Sq. Ft. | Cost/Sq. Ft. | % | Source | Building Value | Contents Value | Total Value |
|-------------|---------------|---|--------|---------------------------|--------|----------|-------|---------|------------|-----------------|-------------|---------|--------------|-----|--------|----------------|----------------|---------------|
| Fabens ISD | 071-903 | Administration | 1A | 821 NE Avenue G | Fabens | 79838 | NC | 1 | 1988 | | | 6,758 | \$ 172.62 | 20% | | \$ 1,166,537 | \$ 233,307 | \$ 1,399,844 |
| Fabens ISD | 071-903 | Main/Food Service Portable | | 821 NE Avenue G | Fabens | 79838 | Frame | 1 | 1999 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Admin Storage Shed (12 x 25) | | 821 NE Avenue G | Fabens | 79838 | Frame | 1 | 2000 | | | 300 | \$ 25.00 | 25% | | \$ 7,500 | \$ 1,875 | \$ 9,375 |
| Fabens ISD | 071-903 | Fabens High School | 2A | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1987 | | | 111,206 | \$ 176.60 | 20% | | \$ 19,638,543 | \$ 3,927,709 | \$ 23,566,252 |
| Fabens ISD | 071-903 | Fabens HS - Wildcat Den | 2B | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 2017 | 2017 | YES | 26,182 | \$ 200.57 | 15% | | \$ 5,251,236 | \$ 787,685 | \$ 6,038,921 |
| Fabens ISD | 071-903 | Fabens HS - Multi-Purpose Center | 2C | 821 Northeast Ave G | Fabens | 79838 | MNC | 1 | 2008 | | | 4,260 | \$ 205.00 | 20% | | \$ 873,303 | \$ 174,661 | \$ 1,047,964 |
| Fabens ISD | 071-903 | Fabens HS - Auto Shop | 2D | 601 Northeast Ave. G | Fabens | 79838 | NC | 1 | 1996 | | | 3,675 | \$ 99.48 | 25% | | \$ 365,605 | \$ 91,401 | \$ 457,006 |
| Fabens ISD | 071-903 | Fabens HS - Print Shop Building | 2E | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 2009 | | | 3,024 | \$ 168.11 | 20% | | \$ 508,361 | \$ 101,672 | \$ 610,033 |
| Fabens ISD | 071-903 | Fabens HS - Portable A | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1996 | | | 768 | \$ 60.00 | 20% | | \$ 46,080 | \$ 9,216 | \$ 55,296 |
| Fabens ISD | 071-903 | Fabens HS - Portable B | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1990 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Portable C | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1960 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Portable D | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1960 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Portable E | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1998 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Portable F | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1996 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Portable G | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | 1996 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Fabens HS - Storage Shed A | | 601 Northeast Ave. G | Fabens | 79838 | NC | 1 | | | | 276 | \$ 30.00 | 25% | | \$ 8,280 | \$ 2,070 | \$ 10,350 |
| Fabens ISD | 071-903 | Fabens HS - Storage Shed B | | 601 Northeast Ave. G | Fabens | 79838 | NC | 1 | | | | 184 | \$ 30.00 | 25% | | \$ 5,520 | \$ 1,380 | \$ 6,900 |
| Fabens ISD | 071-903 | Fabens HS - Storage Shed C | | 601 Northeast Ave. G | Fabens | 79838 | Frame | 1 | | | | 96 | \$ 25.00 | 25% | | \$ 2,400 | \$ 600 | \$ 3,000 |
| Fabens ISD | 071-903 | Fabens HS - Covered Area | | 601 Northeast Ave. G | Fabens | 79838 | NC | 1 | | | | 1,600 | \$ 30.00 | | | \$ 48,000 | \$ - | \$ 48,000 |
| Fabens ISD | 071-903 | Baseball Restrooms (15 x 40) | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 600 | \$ 150.00 | 10% | | \$ 90,000 | \$ 9,000 | \$ 99,000 |
| Fabens ISD | 071-903 | Baseball Home Dugout | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 305 | \$ 30.00 | | | \$ 9,150 | \$ - | \$ 9,150 |
| Fabens ISD | 071-903 | Baseball Visitors Dugout | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 245 | \$ 30.00 | | | \$ 7,350 | \$ - | \$ 7,350 |
| Fabens ISD | 071-903 | Baseball Lights (6 poles, 64 lights) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 260,000 | \$ - | \$ 260,000 |
| Fabens ISD | 071-903 | Baseball Bleachers A (44' x 5 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 18,333 | \$ - | \$ 18,333 |
| Fabens ISD | 071-903 | Baseball Bleachers B (44' x 5 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 18,333 | \$ - | \$ 18,333 |
| Fabens ISD | 071-903 | Baseball Bleachers C (44' x 5 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 18,333 | \$ - | \$ 18,333 |
| Fabens ISD | 071-903 | Baseball Scoreboard | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 15,000 | \$ - | \$ 15,000 |
| Fabens ISD | 071-903 | Softball Restrooms & Storage (20 x 48) | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 960 | \$ 150.00 | 20% | | \$ 144,000 | \$ 28,800 | \$ 172,800 |
| Fabens ISD | 071-903 | Softball Home Dugout | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 275 | \$ 30.00 | | | \$ 8,250 | \$ - | \$ 8,250 |
| Fabens ISD | 071-903 | Softball Visitors Dugout | | 601 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1998 | | | 275 | \$ 30.00 | | | \$ 8,250 | \$ - | \$ 8,250 |
| Fabens ISD | 071-903 | Softball Lights (4 poles, 28 lights) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 128,000 | \$ - | \$ 128,000 |
| Fabens ISD | 071-903 | Baseball Bleachers (44' x 5 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 18,333 | \$ - | \$ 18,333 |
| Fabens ISD | 071-903 | Baseball Outfield Bleachers A (25' x 10 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 20,833 | \$ - | \$ 20,833 |
| Fabens ISD | 071-903 | Baseball Outfield Bleachers B (25' x 10 rows) | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 20,833 | \$ - | \$ 20,833 |
| Fabens ISD | 071-903 | Softball Scoreboard | | 601 Northeast Ave. G | Fabens | 79838 | | | | | | | | | | \$ 15,000 | \$ - | \$ 15,000 |
| Fabens ISD | 071-903 | Fabens Middle School | 3A | 800 Walker Avenue | Fabens | 79838 | MNC | 1 | 1999 | | | 90,645 | \$ 163.48 | 18% | | \$ 14,818,931 | \$ 2,667,408 | \$ 17,486,339 |
| Fabens ISD | 071-903 | Middle School Fieldhouse | 3B | 800 Walker Avenue | Fabens | 79838 | Frame | 1 | 1996 | | | 4,080 | \$ 115.43 | 15% | | \$ 470,960 | \$ 70,644 | \$ 541,604 |
| Fabens ISD | 071-903 | Middle School Fieldhouse Storage Container | | 800 Walker Avenue | Fabens | 79838 | NC | 1 | 1996 | | | 208 | \$ 75.00 | 25% | | \$ 15,600 | \$ 3,900 | \$ 19,500 |
| Fabens ISD | 071-903 | Fabens Elementary School | 4A | 1200 Mike Maros | Fabens | 79838 | MNC | 1 | 2008 | | YES | 100,947 | \$ 169.67 | 16% | | \$ 17,128,125 | \$ 2,740,500 | \$ 19,868,625 |
| Fabens ISD | 071-903 | Fabens Elem Storage Shed | | 1200 Mike Maros | Fabens | 79838 | NC | 1 | 2000 | | | 264 | \$ 30.00 | 25% | | \$ 7,920 | \$ 1,980 | \$ 9,900 |
| Fabens ISD | 071-903 | O'Donnell Intermediate | 5A | 600 Northeast 4th St. | Fabens | 79838 | MNC | 2 | 1949 | | | 53,181 | \$ 162.63 | 16% | | \$ 8,648,712 | \$ 1,383,794 | \$ 10,032,506 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Cafeteria | 5B | 810 Northeast Camp Street | Fabens | 79838 | MNC | 1 | 1999 | | | 5,840 | \$ 187.57 | 20% | | \$ 1,095,414 | \$ 219,083 | \$ 1,314,497 |
| Fabens ISD | 071-903 | Isaac Camacho Multi-Purpose Facility | 5C | 600 Northeast 4th St. | Fabens | 79838 | NC | 1 | 1969 | | | 10,086 | \$ 170.48 | 15% | | \$ 1,719,469 | \$ 257,920 | \$ 1,977,389 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Portable A | | 425 Northeast Ave G | Fabens | 79838 | NC | 1 | 1998 | | | 768 | \$ 60.00 | 16% | | \$ 46,080 | \$ 7,373 | \$ 53,453 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Portable B | | 425 Northeast Ave G | Fabens | 79838 | NC | 1 | 1998 | | | 768 | \$ 60.00 | 16% | | \$ 46,080 | \$ 7,373 | \$ 53,453 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Portable C | | 425 Northeast Ave G | Fabens | 79838 | NC | 1 | 1995 | | | 768 | \$ 60.00 | 16% | | \$ 46,080 | \$ 7,373 | \$ 53,453 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Portable D | | 425 Northeast Ave G | Fabens | 79838 | NC | 1 | 1998 | | | 768 | \$ 60.00 | 16% | | \$ 46,080 | \$ 7,373 | \$ 53,453 |
| Fabens ISD | 071-903 | O'Donnell Intermediate Portable E | | 425 Northeast Ave G | Fabens | 79838 | Frame | 1 | 1998 | | | 1,536 | \$ 60.00 | 16% | | \$ 92,160 | \$ 14,746 | \$ 106,906 |
| Fabens ISD | 071-903 | Cotton Valley ECHS - Math & Science Wing | 6A | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1990 | | | 16,428 | \$ 182.24 | 20% | | \$ 2,993,804 | \$ 598,761 | \$ 3,592,565 |



Property and Equipment Breakdown Schedule

| Member Name | Member Number | Building | Bldg # | Address | City | Zip Code | Const | # Story | Year Built | Year Roof Built | Sprinklered | Sq. Ft. | Cost/Sq. Ft. | % | Source | Building Value | Contents Value | Total Value |
|---------------|---------------|--|--------|---------------------------|--------|----------|-------|---------|------------|-----------------|-------------|---------|--------------|-----|--------|----------------------|----------------------|-----------------------|
| Fabens ISD | 071-903 | Cotton Valley ECHS - Rooms 1-8 | 6B | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1969 | | | 10,456 | \$ 147.26 | 10% | | \$ 1,539,708 | \$ 153,971 | \$ 1,693,679 |
| Fabens ISD | 071-903 | Cotton Valley ECHS - Rooms 9-13 | 6C | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1969 | | | 5,265 | \$ 159.48 | 10% | | \$ 839,647 | \$ 83,965 | \$ 923,612 |
| Fabens ISD | 071-903 | Cotton Valley ECHS - Rooms 14-17 | 6D | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1969 | | | 4,375 | \$ 163.44 | 10% | | \$ 715,032 | \$ 71,503 | \$ 786,535 |
| Fabens ISD | 071-903 | Cotton Valley ECHS - Rooms 18-27 | 6E | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1969 | | | 9,840 | \$ 148.20 | 10% | | \$ 1,458,314 | \$ 145,831 | \$ 1,604,145 |
| Fabens ISD | 071-903 | Cotton Valley ECHS - Clinic | 6F | 600 Northeast 4th St. | Fabens | 79838 | MNC | 1 | 1969 | | | 3,857 | \$ 171.12 | 10% | | \$ 659,995 | \$ 66,000 | \$ 725,995 |
| Fabens ISD | 071-903 | Athletic / Grounds Storage (20 x 40) | | 400 Northeast Ave G | Fabens | 79838 | MNC | 1 | 1998 | | | 800 | \$ 100.00 | 25% | | \$ 80,000 | \$ 20,000 | \$ 100,000 |
| Fabens ISD | 071-903 | Villalobos Field House | 7A | 400 Northeast Ave. G | Fabens | 79838 | MNC | 1 | 1977 | | | 8,936 | \$ 178.28 | 15% | | \$ 1,593,122 | \$ 238,968 | \$ 1,832,090 |
| Fabens ISD | 071-903 | Visitors Dressing Room | 7B | 425 Northeast Ave G | Fabens | 79838 | MNC | 1 | 1998 | | | 3,849 | \$ 172.28 | 15% | | \$ 663,091 | \$ 99,464 | \$ 762,555 |
| Fabens ISD | 071-903 | Wrestling Room | 7C | 425 Northeast Ave G | Fabens | 79838 | NC | 1 | 1969 | | | 5,040 | \$ 80.82 | 20% | | \$ 407,335 | \$ 81,467 | \$ 488,802 |
| Fabens ISD | 071-903 | Home Bleachers (170' x 16 rows) | | 300 NE 2nd | Fabens | 79838 | | | | | | | | | | \$ 272,000 | \$ - | \$ 272,000 |
| Fabens ISD | 071-903 | Football Press Box (9 x 30) | | 300 NE 2nd | Fabens | 79838 | NC | 1 | 1998 | | | 270 | \$ 75.00 | 5% | | \$ 20,250 | \$ 1,013 | \$ 21,263 |
| Fabens ISD | 071-903 | Football Home Side Concession (10 x 28) | | 300 NE 2nd | Fabens | 79838 | MNC | 1 | 1998 | | | 280 | \$ 125.00 | 5% | | \$ 35,000 | \$ 1,750 | \$ 36,750 |
| Fabens ISD | 071-903 | Football Home Side Restroom (18 x 60) | | 300 NE 2nd | Fabens | 79838 | MNC | 1 | 1998 | | | 1,080 | \$ 125.00 | 10% | | \$ 135,000 | \$ 13,500 | \$ 148,500 |
| Fabens ISD | 071-903 | Football Home Side Ticket Booth (8 x 12) | | 300 NE 2nd | Fabens | 79838 | MNC | 1 | 1998 | | | 96 | \$ 125.00 | | | \$ 12,000 | \$ - | \$ 12,000 |
| Fabens ISD | 071-903 | Football Storage (8 x 20) | | 300 NE 2nd | Fabens | 79838 | MNC | 1 | 1998 | | | 800 | \$ 100.00 | 25% | | \$ 80,000 | \$ 20,000 | \$ 100,000 |
| Fabens ISD | 071-903 | Football Visitors Ticket Booth | | 300 NE 2nd | Fabens | 79838 | MNC | 1 | 1998 | | | 120 | \$ 125.00 | | | \$ 15,000 | \$ - | \$ 15,000 |
| Fabens ISD | 071-903 | Visitor Bleachers (100' x 9 rows) | | 300 NE 2nd | Fabens | 79838 | | | | | | | | | | \$ 90,000 | \$ - | \$ 90,000 |
| Fabens ISD | 071-903 | Synthetic 8 Lane Track | | 300 NE 2nd | Fabens | 79838 | | | | | | | | | | \$ 190,000 | \$ - | \$ 190,000 |
| Fabens ISD | 071-903 | Villalobos Stadium Lights (4 poles, 48 lights) | | 300 NE 2nd | Fabens | 79838 | | | | | | | | | | \$ 256,000 | \$ - | \$ 256,000 |
| Fabens ISD | 071-903 | Scoreboard | | 300 NE 2nd | Fabens | 79838 | | | 1999 | | | | | | | \$ 25,000 | \$ - | \$ 25,000 |
| Fabens ISD | 071-903 | Central Library/Media Center | 8A | 400 NE Camp St. | Fabens | 79838 | MNC | 1 | 1985 | | | 8,565 | | 15% | | \$ 1,577,340 | \$ 236,601 | \$ 1,813,941 |
| Fabens ISD | 071-903 | Special Education Portable | | 603 Northeast Camp | Fabens | 79838 | Frame | 1 | | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Special Education Covered Area | | 603 Northeast Camp | Fabens | 79838 | NC | 1 | 1999 | | | 240 | \$ 30.00 | | | \$ 7,200 | \$ - | \$ 7,200 |
| Fabens ISD | 071-903 | Fine Arts Facility | 9A | 507 NE Avenue G | Fabens | 79838 | MNC | 1 | 1970 | 2009 | | 5,466 | \$ 176.92 | 15% | | \$ 967,053 | \$ 145,058 | \$ 1,112,111 |
| Fabens ISD | 071-903 | Ben Madrid Maintenance Building | 10A | 208 NE 4th Street | Fabens | 79838 | JM | 1 | 1999 | | | 18,030 | \$ 69.40 | 25% | | \$ 1,251,220 | \$ 312,805 | \$ 1,564,025 |
| Fabens ISD | 071-903 | Canopy w/ Fuel Tanks (20 x 20) | | 208 NE 4th Street | Fabens | 79838 | NC | 1 | 2006 | | | 400 | \$ 60.00 | | | \$ 24,000 | \$ - | \$ 24,000 |
| Fabens ISD | 071-903 | Ben Madrid Storage Building (8 x 12) | | 208 NE 4th Street | Fabens | 79838 | MNC | 1 | 1999 | | | 96 | \$ 60.00 | 25% | | \$ 5,760 | \$ 1,440 | \$ 7,200 |
| Fabens ISD | 071-903 | Ben Madrid Bus Pavilion A | | 208 NE 4th Street | Fabens | 79838 | NC | 1 | 2007 | | | 3,815 | \$ 30.00 | | | \$ 114,450 | \$ - | \$ 114,450 |
| Fabens ISD | 071-903 | Ben Madrid Bus Pavilion B | | 208 NE 4th Street | Fabens | 79838 | NC | 1 | | | | 5,600 | \$ 30.00 | | | \$ 168,000 | \$ - | \$ 168,000 |
| Fabens ISD | 071-903 | Annex (VACANT) | 11A | 800 Bryan Street | Fabens | 79838 | JM | 2 | 1925 | | | 27,944 | \$ 94.99 | 10% | | \$ 2,654,276 | \$ 265,428 | \$ 2,919,704 |
| Fabens ISD | 071-903 | Annex Boiler House (17 x 17) | | 800 Bryan Street | Fabens | 79838 | MNC | 1 | 2003 | | | 289 | \$ 75.00 | 25% | | \$ 21,675 | \$ 5,419 | \$ 27,094 |
| Fabens ISD | 071-903 | Technology Dept | 12A | 610 NE Camp Street | Fabens | 79838 | NC | 1 | 1978 | | | 6,200 | \$ 100.89 | 30% | | \$ 625,496 | \$ 187,649 | \$ 813,145 |
| Fabens ISD | 071-903 | Records Room | 13A | 208 Northeast 4th Street | Fabens | 79838 | Frame | 1 | 1993 | | | 2,048 | \$ 75.03 | 10% | | \$ 153,656 | \$ 15,366 | \$ 169,022 |
| Fabens ISD | 071-903 | File Room | 13B | 602 Northeast Camp Street | Fabens | 79838 | MNC | 1 | 1970 | | | 1,625 | \$ 137.16 | 10% | | \$ 222,885 | \$ 22,289 | \$ 245,174 |
| Fabens ISD | 071-903 | Migrant Dept | 14A | 601 Mike Maros | Fabens | 79838 | FR | 1 | 1999 | | | 2,367 | \$ 175.74 | 10% | | \$ 415,968 | \$ 41,597 | \$ 457,565 |
| Fabens ISD | 071-903 | Women's Club Building | 14B | 521 NE Mike Maros | Fabens | 79838 | MNC | 1 | 1999 | | | 4,250 | \$ 157.32 | 10% | | \$ 668,622 | \$ 66,862 | \$ 735,484 |
| Fabens ISD | 071-903 | DAEP Head Start | 15A | 300A CC Camp | Fabens | 79838 | Frame | 1 | 1940 | | | 2,600 | \$ 150.41 | 15% | | \$ 391,064 | \$ 58,660 | \$ 449,724 |
| Fabens ISD | 071-903 | Storage | 15B | 300A CC Camp | Fabens | 79838 | Frame | 1 | 1940 | | | 4,472 | \$ 97.32 | 20% | | \$ 435,201 | \$ 87,040 | \$ 522,241 |
| Fabens ISD | 071-903 | Project Bravo / Portable Offices | | 300A CC Camp | Fabens | 79838 | Frame | 1 | 1999 | | | 1,536 | \$ 60.00 | 20% | | \$ 92,160 | \$ 18,432 | \$ 110,592 |
| Fabens ISD | 071-903 | Pavilion A (20 x 32) | | 1200 Mike Maros | Fabens | 79838 | NC | 1 | 2002 | | | 640 | \$ 30.00 | | | \$ 19,200 | \$ - | \$ 19,200 |
| Fabens ISD | 071-903 | Pavilion B (8 x 12) | | 1200 Mike Maros | Fabens | 79838 | NC | 1 | 2002 | | | 96 | \$ 30.00 | | | \$ 2,880 | \$ - | \$ 2,880 |
| Fabens ISD | 071-903 | District-Wide Digital Marquees | | 425 Northeast Ave G | Fabens | 79838 | | | | | | | | | | \$ 125,000 | \$ - | \$ 125,000 |
| Totals | | | | | | | | | | | | | | | | \$ 95,663,658 | \$ 15,967,138 | \$ 111,630,796 |

Signature _____

Date _____



Fabens ISD

| Member Name | Member Number | Vehicle Number | Year | Make | Model | Vin Number | Class | Cost New | Comp Deductible | Collision Deductible | District Unit Number |
|-------------|---------------|----------------|------|---------------|-------|------------|--------|------------|-----------------|----------------------|----------------------|
| Fabens ISD | 071-903 | 1 | 1992 | Thomas | BUS | 2330 | 618400 | \$ 24,562 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 2 | 1995 | Thomas | BUS | 124 | 618400 | \$ 47,426 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 3 | 1997 | Thomas | BUS | 417 | 618400 | \$ 55,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 4 | 1998 | Bluebird | BUS | 6260 | 618400 | \$ 46,730 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 5 | 1998 | Bluebird | BUS | 5555 | 618300 | \$ 25,555 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 6 | 1998 | Bluebird | BUS | 6259 | 618400 | \$ 50,170 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 7 | 2001 | International | BUS | 3921 | 618300 | \$ 37,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 8 | 2001 | International | BUS | 3922 | 618300 | \$ 37,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 9 | 2001 | International | BUS | 3920 | 618300 | \$ 37,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 10 | 2003 | International | BUS | 7102 | 618400 | \$ 55,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 11 | 2006 | Ford | BUS | 4075 | 648100 | \$ 46,830 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 12 | 2006 | Bluebird | BUS | 4152 | 618400 | \$ 139,285 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 13 | 2007 | Bluebird | BUS | 2559 | 618400 | \$ 142,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 14 | 2008 | Bluebird | BUS | 9432 | 618400 | \$ 71,965 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 15 | 2011 | Bluebird | BUS | 8603 | 618400 | \$ 85,759 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 16 | 2011 | Bluebird | BUS | 8604 | 618400 | \$ 85,759 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 17 | 2016 | Bluebird | BUS | 3812 | 618400 | \$ 66,500 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 18 | 2016 | Bluebird | BUS | 5711 | 618400 | \$ 66,500 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 19 | 1972 | GMC | PU | 9594 | 014990 | \$ 3,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 20 | 1992 | GMC | PU | 6609 | 014990 | \$ 10,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 21 | 1992 | GMC | PU | 9740 | 014990 | \$ 10,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 22 | 1994 | Ford | PU | 1395 | 014990 | \$ 7,995 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 23 | 1994 | GMC | PU | 7682 | 014990 | \$ 11,220 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 24 | 1994 | GMC | PU | 7799 | 014990 | \$ 11,310 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 25 | 1999 | Ford | PU | 7397 | 014990 | \$ 6,495 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 26 | 2000 | Mitsubishi | PU | 2306 | 014990 | \$ 21,410 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 27 | 2001 | Chevrolet | PU | 6637 | 014990 | \$ 16,300 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 28 | 2001 | Chevrolet | PU | 5523 | 014990 | \$ 16,300 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 29 | 2002 | Ford | PU | 6880 | 014990 | \$ 18,500 | \$ 1,000 | \$ 1,000 | |



Vehicle Schedule

| Member Name | Member Number | Vehicle Number | Year | Make | Model | Vin Number | Class | Cost New | Comp Deductible | Collision Deductible | District Unit Number |
|-------------|---------------|----------------|------|-----------|-------|------------|--------|-----------|-----------------|----------------------|----------------------|
| Fabens ISD | 071-903 | 30 | 2003 | Chevrolet | PU | 2105 | 014990 | \$ 16,200 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 31 | 2003 | Chevrolet | PU | 1165 | 014990 | \$ 14,758 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 32 | 2004 | Dodge | PU | 9477 | 014990 | \$ 8,245 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 33 | 2005 | Chevrolet | PU | 8511 | 014990 | \$ 15,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 34 | 2005 | Chevrolet | PU | 449 | 014990 | \$ 15,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 35 | 2006 | Chevrolet | PU | 2778 | 014990 | \$ 27,400 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 36 | 2006 | GMC | PU | 1190 | 014990 | \$ 14,900 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 37 | 2007 | Ford | PU | 6116 | 014990 | \$ 24,510 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 38 | 2005 | Chevrolet | PU | 5723 | 014990 | \$ 22,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 39 | 1996 | Dodge | VAN | 8704 | 014990 | \$ 13,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 40 | 1996 | Chevrolet | VAN | 9011 | 014990 | \$ 14,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 41 | 1998 | Ford | VAN | 777 | 014990 | \$ 19,900 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 42 | 1999 | Chevrolet | VAN | 6146 | 014990 | \$ 24,730 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 43 | 2001 | Chevrolet | VAN | 9243 | 014990 | \$ 19,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 44 | 2006 | Ford | VAN | 4870 | 014990 | \$ 22,415 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 45 | 2000 | Chevrolet | VAN | 9102 | 014990 | \$ 14,500 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 46 | 2003 | Chevrolet | VAN | 4282 | 014990 | \$ 12,500 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 47 | 2008 | Ford | VAN | 8596 | 014990 | \$ 16,500 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 48 | 2017 | Dodge | VAN | 6319 | 014990 | \$ 21,000 | \$ 1,000 | \$ 1,000 | |
| Fabens ISD | 071-903 | 49 | 1991 | Chevrolet | VAN | 8316 | 014990 | \$ 19,000 | \$ 1,000 | \$ 1,000 | |

Signature _____

Date _____



6/29/2021

Michele B. Gonzalez

Assistant Superintendent for Leadership, Assessment,
Curriculum and Instruction
Fabens Independent School District

RE: Sole Source Letter for Renaissance Star 360®

Dear Ms. Gonzalez:

In compliance with state procurement requirements for sole source purchases, we submit this letter as justification to waive the bid process and purchase Star 360 from the sole provider, Renaissance Learning, Inc.®

This letter confirms that Renaissance, located at 2911 Peach Street, Wisconsin Rapids, Wisconsin, is the sole source provider of the following products and associated materials:

- Renaissance Star 360

Star 360 is a comprehensive pre-K–12 assessment solution that helps educators to accurately measure students' achievement and growth, as well as to identify students' instructional needs. Star 360 includes multiple components that work together to provide educators with a comprehensive view of student achievement:

The Star 360 computer-adaptive tests—Star Early Literacy, Star Reading, and Star Math—are built on sound psychometric theory and years of careful research and development. Teachers and students benefit from the wide range of actionable data that these assessments deliver in minimal testing time. Results are available on score reports that educators can run immediately after students complete a test. These reports display both criterion-referenced and norm-referenced data, present results in graphical, easy-to-read formats, and can be accessed anywhere and anytime.

The computer-adaptive Star 360 assessments are built on item-response theory. This means that the Star 360 software continually tailors the test based on a student's response to the current question—increasing the difficulty after a correct answer and decreasing difficulty after an incorrect answer. In this way, each assessment is built for the individual student, and test blueprint content is concentrated at the student's current performance level. This yields extremely accurate information about the skills that the student has and has not learned, using relatively few test items. Having regular feedback from tests enables educators to adjust their teaching so they can help students achieve personalized learning goals as well as master state standards.

The following key features and qualities of Star 360 make it unique in meeting the needs of schools and districts in the state.

- **Validity and reliability.** The Star 360 computer-adaptive tests have met the high standards for reliability and validity that were set forth by the National Center on Response to Intervention, a trusted source for unbiased evaluation of screening assessments and progress monitoring tools, and have also met the high psychometric

RENAISSANCE®

standards for reliability and validity used for more frequent progress monitoring established by the National Center on Intensive Intervention.

- **Versatility.** Star 360 can be used for a number of purposes, including: universal screening, progress monitoring, differentiating instruction, forecasting state summative test proficiency, mastery of state standards, measuring growth, and measuring teacher effectiveness.
- **Comprehensive skills-based reports.** Available immediately after students complete an assessment, the full complement of reports gives and parents essential information about students' learning progress and growth over time.
- **Alignment to state standards.** Star 360 computer-adaptive assessments are aligned with the state standards for reading and math, so students are assessed in terms of the content they are learning in today's classrooms.
- **Ability to predict student performance on state tests.** Star 360 assessment scores are linked with, and can predict performance on, the state summative assessment.
- **Efficiency.** Average testing times are 10–15 minutes for Star Early Literacy, 15–20 minutes for Star Reading, and 20–30 minutes for Star Math.
- **Assessments in English or Spanish.** Star 360 includes Star Spanish, our Spanish-language version of the computer-adaptive tests, for grades K–8.

Star 360 also includes Star Custom, which is an assessment authoring, delivery, scoring, and reporting platform that allows teachers to create tests to assess student mastery of a single skill or a set of closely related skills in reading and math. It includes a robust bank of thousands of items aligned to state-specific learning standards in reading and math, and allows educators to create new items to meet local requirements while informing daily instruction.

Renaissance holds all copyright, patent, trademark and other intellectual property rights to the above products, services and associated materials. Additionally, Renaissance does not sell Star 360 through distributors or third-parties.

We consider this letter to be the required justification to provide schools Star 360 in compliance with state procurement regulations. If you have any questions, or need additional information, please contact me at Debra.Schoenick@renaissance.com or (800) 338-4204.

Sincerely,



Debra C. Schoenick
Vice President of Proposal Solutions

RENAISSANCE®

Quote
2602634

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Fabens Independent School District - 243516

Reference ID: 501499

PO Box 697

Fabens, TX 79838-0697

Contact: Michelle Gonzalez - (915) 765-2600

Email: mcavazos@fabensisd.net

Quote Summary

School Count: 3

| | |
|---------------------------------------|------------------------|
| Renaissance Products & Services Total | \$57,789.25 |
| Applied Discounts | \$(6,945.01) |
| Shipping and Processing | \$0.00 |
| Sales Tax | \$0.00 |
| Grand Total | USD \$50,844.24 |

This quote includes: myON, Renaissance Accelerated Reader, Renaissance Accelerated Reader 360 and Renaissance Star 360.

To receive applicable discounts, all orders included on this quote must be received at the same time.


By signing below, you

- agree that this Quote, any other quotes issued to you during the Subscription Period and your use of the Applications, the Hosting Services and Services are subject to the Renaissance Terms of Service and License located at <https://doc.renlearn.com/KMNet/R62416.pdf> which are incorporated herein by reference;
- consent to the Terms of Service and License; and
- consent to the collection, use, and disclosure of the personal information of children under the age of 13 as discussed in the applicable Application Privacy Policy located at <https://www.renaissance.com/privacy/>.

To accept this offer and place an order, please sign and return this Quote.

Renaissance will issue an invoice pursuant to this Quote on the Invoice Date you specify below. If no Invoice Date is listed, Renaissance will issue an invoice within 30 days from the date of this Quote. If your organization requires a purchase order prior to invoicing, please check the box below and issue your purchase order to the Renaissance address below no later than 15 days prior to the Invoice Date. Payment is due net 30 days from the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: []

| | |
|--|---|
| Renaissance Learning, Inc. | Fabens Independent School District - 243516 |
|  | By: |
| Name: Ted Wolf | Name: |
| Title: VP - Corporate Controller | Title: |
| Date: 06/30/2021 | Date: |
| | Invoice Date: |

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.

Bill To:

If changes are necessary, or additional information is required, please contact your account executive Kimberly Cunningham at (866)560-4014, Thank You.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

This quote is valid until 08/29/2021. All quotes and orders are subject to availability of merchandise. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ("TPT"). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Fabens Independent School District - 243516

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|---------------------|----------|------------|---------------|-------------------|
| Professional Services | | | | | |
| 6 Hours of Remote Sessions | | 1 | \$1,500.00 | \$0.00 | \$1,500.00 |
| Fabens Independent School District Total | | | | \$0.00 | \$1,500.00 |

Fabens Elementary School - 243519

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|------------|---------------------|--------------------|
| Applications | | | | | |
| Accelerated Reader Subscription | 10/01/2021 - 09/30/2022 | 300 | \$7.35 | \$0.00 | \$2,205.00 |
| myON Tier 4 | 10/01/2021 - 09/30/2022 | 1 | \$7,089.00 | \$(1,346.91) | \$5,742.09 |
| myON Classics for MS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics for HS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics - Spanish | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Star 360 One-Time Fee - Existing Customer | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Star 360 Subscription | 10/01/2021 - 09/30/2022 | 550 | \$14.60 | \$(242.00) | \$7,788.00 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 10/01/2021 - 09/30/2022 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Fabens Elementary School Total | | | | \$(1,588.91) | \$16,485.09 |

Fabens Middle School - 243522

| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
|---|-------------------------|----------|------------|--------------|------------|
| Applications | | | | | |
| Accelerated Reader 360 Subscription | 10/01/2021 - 09/30/2022 | 575 | \$10.35 | \$0.00 | \$5,951.25 |
| myON Tier 3 | 10/01/2021 - 09/30/2022 | 1 | \$7,089.00 | \$(2,481.15) | \$4,607.85 |
| myON Classics for MS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics for HS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics - Spanish | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Star 360 One-Time Fee - Existing Customer | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |

PO Box 8036, Wisconsin Rapids, WI 54495-8036
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

| | | | | | |
|---|-------------------------|-----|----------|---------------------|--------------------|
| Star 360 Subscription | 10/01/2021 - 09/30/2022 | 575 | \$14.60 | \$(253.00) | \$8,142.00 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 10/01/2021 - 09/30/2022 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| Fabens Middle School Total | | | | \$(2,734.15) | \$19,451.10 |

| O'Donnell Intermediate School - 243528 | | | | | |
|---|-------------------------|----------|------------|---------------------|--------------------|
| Products & Services | Subscription Period | Quantity | Unit Price | Discount | Total |
| Applications | | | | | |
| Accelerated Reader 360 Subscription | 10/01/2021 - 09/30/2022 | 340 | \$10.35 | \$0.00 | \$3,519.00 |
| myON Tier 3 | 10/01/2021 - 09/30/2022 | 1 | \$7,089.00 | \$(2,481.15) | \$4,607.85 |
| myON Classics for MS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics for HS | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| myON Classics - Spanish | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Star 360 One-Time Fee - Existing Customer | 10/01/2021 - 09/30/2022 | 1 | \$0.00 | \$0.00 | \$0.00 |
| Star 360 Subscription | 10/01/2021 - 09/30/2022 | 320 | \$14.60 | \$(140.80) | \$4,531.20 |
| Platform Services | | | | | |
| Annual All Product Renaissance Platform | 10/01/2021 - 09/30/2022 | 1 | \$750.00 | \$0.00 | \$750.00 |
| Professional Services | | | | | |
| Renaissance Smart Start Product Training (included with purchase) | | 1 | \$0.00 | \$0.00 | \$0.00 |
| O'Donnell Intermediate School Total | | | | \$(2,621.95) | \$13,408.05 |

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All logos, designs, and brand names for Renaissance's products and services, including but not limited to Accelerated Reader, Freckle, myIGDIs, myON, myON News, Renaissance-U, Renaissance Place, Schoolzilla, Smart Start, Star Assessments, Star Custom, Star Early Literacy, Star Math, Star Reading, Star CBM, and Renaissance, are trademarks of Renaissance Learning, Inc., and its subsidiaries, registered, common law, or pending registration in the United States. All other product and company names should be considered the property of their respective companies and organizations.



August 25, 2021

TO: Board President Morales, Superintendent Dr. Vijil, & Trustees

FROM: Dr. April Galaviz, Director of Federal Programs

RE: Approval of Expenditures 50K >

Below is a listing of prospective expenditures exceeding 50k. All of these products are proposed to be purchased after September 1, 2021 with the use of Elementary Secondary School Relief (ESSER III) funds. The quotes are attached to this memo.

| Vendor | Product Description | Cost |
|-------------------|--|----------------|
| CDW-G | Promethian Interactive Panels 210 classrooms/conference areas | \$977,511.00 |
| EP-Tech | FrontRow Security Classroom 210 classrooms/conference areas | \$1,520,018.85 |
| ProComputing | Lu Interactive Video Walls Elementary & Intermediate | \$50,598.00 |
| HB-ProSound | LED Video Walls Secondary | \$108,000.00 |
| Dell Technologies | Teacher Laptops | \$208,617.50 |
| Varitec Solutions | Bipolar Ionization – Air Purification System | \$141,575.00 |

QUOTE CONFIRMATION



DEAR MICHAEL PEREZ,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below.
[Click here](#) to convert your quote to an order.

| QUOTE # | QUOTE DATE | QUOTE REFERENCE | CUSTOMER # | GRAND TOTAL |
|---------|------------|-----------------|------------|--------------|
| MHDJ344 | 8/5/2021 | PROM | 3114922 | \$977,511.00 |

| QUOTE DETAILS | | | | |
|--|-----|---------|------------|--------------|
| ITEM | QTY | CDW# | UNIT PRICE | EXT. PRICE |
| Promethean ACTIVpanel Titanium 86" LED-backlit LCD display - 4K Mfg. Part#: AP7E-B86-NA-1 ActivPanel Titanium 86" - 4 x Pen, Vesa Mount, WIFI Module & cable pack included. ActivInspire Professional Edition available FOC Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 210 | 6435046 | \$3,680.00 | \$772,800.00 |
| Promethean OPS-M WIN - slot-in digital signage player Mfg. Part#: OPS3-5P8R256S-WIN Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 210 | 6447163 | \$805.00 | \$169,050.00 |
| PROMETHEAN 5YR ACTIVPANEL TM OS SUP Mfg. Part#: APM5YROSS-B Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 210 | 5734259 | \$60.00 | \$12,600.00 |
| Adesso CyberTrack H4 - web camera Mfg. Part#: CYBERTRACKH4 pricing good through 8/31 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 210 | 6066744 | \$31.65 | \$6,646.50 |
| Adesso SlimTouch 4110 Wireless Mini Touchpad Keyboard Mfg. Part#: WKB-4110UB UNSPSC: 43211706 pricing good through 8/31 Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 210 | 5267037 | \$43.70 | \$9,177.00 |
| Promethean Fixed-Height Mobile Stand for ActivPanel Interactive Display Mfg. Part#: AP-FSM fixed height mobile stand Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 10 | 6233156 | \$373.75 | \$3,737.50 |
| PROM ONSITE/FACE TO FACE TRNG-FULL Mfg. Part#: PROFDEV 6 hour full day training Electronic distribution - NO MEDIA Contract: OMNIA ESCR4 R210401 Tech Sol. Products/Services (R210401) | 2 | 3256783 | \$1,750.00 | \$3,500.00 |
| 92 | | | | |

| | | |
|---|---|---------------------|
| PURCHASER BILLING INFO | SUBTOTAL | \$977,511.00 |
| Billing Address: FABENS INDEP SCHOOL DISTRICT ACCOUNTS PAYABLE PO BOX 697 FABENS, TX 79838-0697 Phone: (915) 764-2025 Payment Terms: NET 30 Days-Govt/Ed | SHIPPING | \$0.00 |
| | SALES TAX | \$0.00 |
| | GRAND TOTAL | \$977,511.00 |
| DELIVER TO | Please remit payments to: | |
| Shipping Address: FABENS INDEP SCHOOL DISTRICT CONNIE JIPSON 610 NE CAMP ST. FABENS, TX 79838-0697 Shipping Method: UPS Ground | CDW Government 75 Remittance Drive Suite 1515 Chicago, IL 60675-1515 | |

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION



CDW Account Team - Corey
and Becky

(866) 222-9713

coreyandbecky@cdw.com

LEASE OPTIONS

| FMV TOTAL | FMV LEASE OPTION | BO TOTAL | BO LEASE OPTION |
|--------------|-------------------|--------------|-------------------|
| \$977,511.00 | \$25,943.14/Month | \$977,511.00 | \$30,038.91/Month |

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.
- Technology Refresh. Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- Bundle Costs. You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdwg.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

© 2021 CDW•G LLC 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239



11560 Pellicano Ste A
El Paso, TX 79936

(915) 313-4310

luis@ep-techworks.com

Quote

| Date | Quote # |
|-----------|---------|
| 6/17/2021 | 1311 |

| Customer |
|---|
| Fabens ISD Box 697 821 NE G AVE Fabens, TX 79838 |

| Ship To |
|--|
| Fabens ISD 610 NE Camp St Fabens, TX 79838 |

| Contract # | Rep | Project |
|------------|-----|---------|
| 17-7269 | DB | |

| Item | Description | Qty | U/M | Cost | Total |
|---------------|--|-----|-----|-----------|------------|
| 1000-00039 | Teacher Microphone (ITM-02) Kit for Juno/ Smart Receiver | 210 | | 230.10 | 48,321.00 |
| 1010-00027 | Ceiling Option, Integrated 950CS Ceiling Sensor for Receiver/Amp | 210 | | 133.34 | 28,001.40 |
| 2000-00018 | CB6000 Touch Control Panel | 210 | | 421.85 | 88,588.50 |
| 6400-00012 | Strobe Light for Conductor | 210 | | 434.70 | 91,287.00 |
| 1000-00040 | Student Microphone (ISM-01) Kit for Juno/ Smart Receiver | 210 | | 230.10 | 48,321.00 |
| 815-5082-103 | Teacher Edition Lesson Capture | 210 | | 37.583 | 7,892.43 |
| 202-05-102-00 | Universal Drop-In Microphone Charger (IMC-01) | 210 | | 53.69 | 11,274.90 |
| 1000-00094 | ezRoom Alert, 2x2 Plenum Rated Ceiling Enclosure, RF-Friendly Lid | 210 | | 1,457.30 | 306,033.00 |
| 1010-00007 | Ceiling/WallCore Option, Microphone Expansion Module for Smart Receiver | 210 | | 153.40 | 32,214.00 |
| 1010-00030 | Ceiling Option, Bluetooth for Smart Receiver | 210 | | 115.05 | 24,160.50 |
| 1010-00005 | Ceiling/WallCore Option, PoE Backup for Smart Receiver | 210 | | 115.05 | 24,160.50 |
| 1010-00046 | Ceiling/ WallCore Option, Integrated Room Mic for Smart Rec/ CM3000/ CM900 | 210 | | 134.225 | 28,187.25 |
| SP-L2-4 | 2x2 Lay-in Speaker Quad Kit (Speakers: Cables: Cable Locks) | 210 | | 498.55 | 104,695.50 |
| 1000-00003 | Conductor Server Software | 5 | | 6,135.233 | 30,676.17 |
| FR-AD-KIT | CB-65 CB65 All-Call PA Mic | 5 | | 1,370.34 | 6,851.70 |
| | 1000-00093 CM-3000 Amplifier Switch | | | | |
| | 470-2856-132 Desktop Speakers | | | | |
| | 6400-00003 USB Audio Adapter for Headset And Mic | | | | |
| | 6414-00102 3.5mm Stereo Audio Cable 12ft | | | | |
| Labor | FrontRow & Associated Equipment Installation Labor | 210 | | 910.00 | 191,100.00 |

Total



11560 Pellicano Ste A
El Paso, TX 79936
(915) 313-4310
luis@ep-techworks.com

Quote

| Date | Quote # |
|-----------|---------|
| 6/17/2021 | 1311 |

| Customer |
|---|
| Fabens ISD Box 697 821 NE G AVE Fabens, TX 79838 |

| Ship To |
|--|
| Fabens ISD 610 NE Camp St Fabens, TX 79838 |

| Contract # | Rep | Project |
|------------|-----|---------|
| 17-7269 | DB | |

| Item | Description | Qty | U/M | Cost | Total |
|-------------------|---|-------|-----|-----------|----------------|
| Cat 6 drop | Single Category 6 drop from classroom to nearest telecom room (4 per classroom) | 1,050 | | 165.00 | 173,250.00 |
| 6 Patch Cords | (3) 10' and (3) 3' Category 6 patch cables- black. Total 6 patch cables per classroom installation. | 210 | | 53.00 | 11,130.00 |
| PAN-IPSVUL... | Video Insight Camera Software/camera fee | 210 | | 135.00 | 28,350.00 |
| XNF-9010RV | Hanwha Fisheye Camera | 210 | | 574.00 | 120,540.00 |
| VI Server Install | Installation and Configuration of VI Server | 2 | | 2,400.00 | 4,800.00 |
| PIP-NVRR272T... | I-PRO SR3E-A,2U, DUAL XEON OCTA CORE CPU,32GB RAM, WINDOWS SERVER STANDARD. OSON 2x1TB HDD, TOTAL STORAGE 72TB (RAID 5) | 2 | | 14,670.00 | 29,340.00 |
| Labor | Promethean Installation Labor including firmware updates and Google play installs | 210 | | 250.00 | 52,500.00 |
| CSF | Concierge Service Fee (Framework Customization, loading, standard facilitated trainings) | 1 | | 12,000.00 | 12,000.00 |
| Products | C9200L-48P-4X- Catalyst 9200L 48-port PoE+, 4 x 10G, Network Essentials | 4 | | 3,527.00 | 14,108.00 |
| Products | SFP-10G-SRCISCO 10GBASE-SR SFP+ TRANSCEIVER MODUL | 4 | | 372.00 | 1,488.00 |
| Products | GLC-SX-MMD1000BASE-SX SFP TRANSCEIVER MODULE, MMF, 850N | 4 | | 187.00 | 748.00 |
| | Texas Sales Tax | | | 8.25% | 0.00 |
| Total | | | | | \$1,520,018.85 |



ProComputing

P.O. Box 2720
Grapevine, TX 76099
Phone: (214) 634-2450

PROPOSAL: 143960
DOC. TYPE: SQ
DATE: 7/30/2021
SHIP VIA:

REP: NORMA/MIKE

SOLD TO: FABENS ISD
ACCOUNTS PAYABLE
P O BOX 697
FABENS, TX 79838-0697
PH. (915) 765-2600

SHIP TO: FABENS ISD
MICHAEL PEREZ, DIRECTOR OF TEACHNOLOGY
P O BOX 697
FABENS, TX 79838-0697
PH. (915) 765-2672

| Account: | 100374 | Reference: | | Terms: | Net 15 Days |
|---------------------------------|--|------------|-------------|--------------------|-------------|
| Item Number | Description | Quantity | Price | Extended | |
| PlayLü - Interactive Gym | | | | | |
| LU-UNO-2 | ÜNO turn-key system, laser projector L610w, with wireless microphone and wireless HDMI for: one interactive video wall, light and sound system | 2 | \$18,500.00 | \$37,000.00 | |
| LU-UNO-SHIP1 | UNO Shipping Ground - Tailgate, inside delivery | 2 | \$799.00 | \$1,598.00 | |
| LABOR | Turn-Key Installation | 2 | \$4,500.00 | \$9,000.00 | |
| LU-PLUS | 1 Year Subscription to LU+ (12 new activities/year) OPTIONAL - 1 year for each gym | 2 | \$1,500.00 | \$3,000.00 | |
| TRAINING | "Complimentary" training for each of your campuses | 1 | \$0.00 | \$0.00 | |
| BUYB | BuyBoard (Contract# 644 -21) Audio Visual Equipment and Supplies | 1 | \$0.00 | \$0.00 | |
| TIPS | TIPS (Contract# 210101) Technology Solutions, Products and Services | 1 | \$0.00 | \$0.00 | |
| Sub-Total: | | | | \$50,598.00 | |
| Tax: | | | | \$0.00 | |
| Total: | | | | \$50,598.00 | |

FOR ELECTRONIC INVOICING:

SEND REQUEST TO: e-invoice@procomputing.com with your designated email address

E-Mail all purchase orders to sales@procomputing.com,
send all payments to the address above.

96 Prices subject to change without notice, In the event any tax or tariffs are imposed upon the import of the products purchased hereunder, the cost of such tariff shall be added to the purchase price accordingly. Prices reflect purchase of all equipment listed on quote.

Quote

Page:

1

Quote expires
August 1, 2022 12:00 am

Ticket #: 102710
Ticket date: 8/6/21
Station: 1



HB Pro Sound
6000 GATEWAY BLVD. E
EL PASO, TX 79905 USA

old to:

Ship to:

Fabens Independent School District
PO BOX 697
821 NE G. Avenue
Fabens, TX 79838-9999 USA
915-765-2600

Customer #: 821
Sales rep: 9
Customer PO#: -

Ship date:
Location: MAIN

Ship-via code:
Terms: DUE UPON RECEIPT

| Quantity | Item # | Description | Ship-from location | Price | Selling unit | Ext prc |
|----------|--------|--|--------------------|-----------|--------------|-----------|
| 1 | . | LED Video Wall 3.9MM 20'x12' with Processor | | 58,000.00 | EACH | 58,000.00 |
| 1 | . | and Rigging Bars | | 0.00 | EACH | 0.00 |
| 1 | . | LED Video Wall 3.9MM 16'x12 with Processor | | 42,500.00 | EACH | 42,500.00 |
| 1 | . | and Rigging Bars | | 0.00 | EACH | 0.00 |
| 1 | . | Cable & Hardware Kit | | 2,000.00 | EACH | 2,000.00 |
| 1 | . | Installation & Programming | | 5,500.00 | EACH | 5,500.00 |

User: 10

Total line items: 6

Sale subtotal: 108,000.00

Tax: 0.00

Total: 108,000.00

www.hbprosound.com

No Order Cancellations on Special Orders
Lowest Price and Satisfaction Guaranteed

NO REFUNDS - Cash or Credit Cards
Store Credits Only

45-Day Warranty on Electronics
10-Day Exchange-Unopened, Unused Items
Thank You for Shopping at HB Pro Sound!!





A quote for your consideration.

Based on your business needs, we put the following quote together to help with your purchase decision. Below is a detailed summary of the quote we've created to help you with your purchase decision.

To proceed with this quote, you may respond to this email, order online through your [Premier page](#), or, if you do not have Premier, use this [Quote to Order](#).

| | | | |
|-----------------------------|------------------------|-------------------|---------------------------|
| Quote No. | 3000094481706.1 | Sales Rep | Michael Villa |
| Total | \$208,617.50 | Phone | (800) 456-3355, 6180185 |
| Customer # | 1472399 | Email | Michael_Villa_Jr@Dell.com |
| Quoted On | Aug. 06, 2021 | Billing To | ACCOUNTS PAYABLE |
| Expires by | Sep. 05, 2021 | | FABENS ISD |
| Contract Code | C000000006841 | | 821 NE G AVE |
| Customer Agreement # | TX DIR-TSO-3763 | | PO BOX 697 |
| Deal ID | 16448687 | | FABENS, TX 79838-0697 |

Message from your Sales Rep

Please contact your Dell sales representative if you have any questions or when you're ready to place an order. Thank you for shopping with Dell!

Regards,
Michael Villa

| Product | Unit Price | Quantity | Subtotal |
|---------------------|------------|----------|--------------|
| Dell Latitude 3520 | \$834.47 | 250 | \$208,617.50 |
| Subtotal: | | | \$208,617.50 |
| Shipping: | | | \$0.00 |
| Non-Taxable Amount: | | | \$208,617.50 |
| Taxable Amount: | | | \$0.00 |
| Estimated Tax: | | | \$0.00 |
| Total: | | | \$208,617.50 |

Special lease pricing may be available for qualified customers. Please contact your DFS Sales Representative for details.

| | | | | |
|---|----------|---|-----|---|
| No AutoPilot | 340-CKSZ | - | 250 | - |
| Dell Limited Hardware Warranty Extended Year(s) | 975-3461 | - | 250 | - |
| Thank you choosing Dell ProSupport. For tech support, visit //support.dell.com/ProSupport | 989-3449 | - | 250 | - |
| ProSupport: Next Business Day Onsite, 1 Year | 997-6662 | - | 250 | - |
| ProSupport: Next Business Day Onsite, 2 Year Extended | 997-6664 | - | 250 | - |
| ProSupport: 7x24 Technical Support, 3 Years | 997-6673 | - | 250 | - |
| Dell Limited Hardware Warranty | 997-6727 | - | 250 | - |

| | |
|-----------------------|---------------------|
| Subtotal: | \$208,617.50 |
| Shipping: | \$0.00 |
| Estimated Tax: | \$0.00 |
| <hr/> | |
| Total: | \$208,617.50 |

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dell.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringsspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.


For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^Dell Business Credit (DBC):

OFFER VARIES BY CREDITWORTHINESS AS DETERMINED BY LENDER. Offered by WebBank to Small and Medium Business customers with approved credit. Taxes, shipping and other charges are extra and vary. Minimum monthly payments are the greater of \$15 or 3% of account balance. Dell Business Credit is not offered to government or public entities, or business entities located and organized outside of the United States.

| | |
|---|-----------------------------------|
| ATTN: Mr. David Ayala Fabens ISD | Proposal # FX21-0818 |
| | Date 08/17/2021 |
| | Location El Paso, TX |
| | Engineer n/a |
| | Sales Engineer Jorge Felix |
| PROJECT NAME Fabens Independent School District – BIPOLAR IONIZATION | |

| TAG | QTY | DESCRIPTION |
|----------|-----|---|
| RTU-ALL | 102 | GPS FC-48-AC BIPOLAR IONIZATION 4800CFM |
| | 99 | GPS FC-24-AC BIPOLAR IONIZATION 2400CFM <ul style="list-style-type: none"> • 24 to 240VAC • Compact Auto Cleaning Ionization System • Screw Mount • 50-250CFM per Linear Length of bar • 400M IONS/CC/SEC/ • 99.4 COVID19 Inactivation • Alarm Contacts  |
| DFS-1-11 | 11 | GPS iRib-18 <ul style="list-style-type: none"> • 120/240 VAC • 18inch Flexible Ionization Device • 35M IONS/CC/SEC • LED Power Indication <p>Included:</p> <ul style="list-style-type: none"> • Mechanical and Electrical connections • Installation of devices • Miscellaneous Materials as required for installation of new devices <p>Excluded:</p> <ul style="list-style-type: none"> • Roofing – cutting, patching etc. • Reconnect Controls • Certified payrolls • Premium time....work to be performed during regular working hours and weekdays. |

RTU-ALL – Lead Time: 8 weeks.

Total Sell Price FOB Factory, Taxes Not Included

\$141,575

TERMS AND CONDITIONS

Javine Ventures, Inc. and its affiliates (collectively, the "Seller") represent the various suppliers quoted herein. These terms and conditions (these "Terms") are the only terms which govern the sale of the goods and services by Seller to the buyer named on the reverse side of these Terms ("Buyer"). Buyer will be deemed to have accepted these Terms when it (i) sends Seller notice of acceptance in writing, (ii) or delivers payment to Seller, whichever occurs first.

PRICE POLICY AND ESCALATION: All price quotations are subject to acceptance within thirty (30) days from the date of quotation. Upon acceptance of these Terms by Buyer, the prices quoted by Seller will remain firm, provided notification to release to production for earliest possible shipment is received by Seller within ninety (90) days from date of the quote. For orders released after ninety days, prices will be subject to escalation, in an amount determined by Seller, in its reasonable discretion.

PAYMENT: Buyer's payment terms are subject to the approval by Seller's credit department. A service charge of 1.5% per month (18% annual rate) will be added to all past due accounts. If collection becomes necessary, Buyer will be responsible for the cost of collection, including reasonable attorney's fees. In addition to all other remedies available under these Terms or at law, Seller shall be entitled to suspend the delivery of any goods or performance of any services if Buyer fails to pay any amounts when due. The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Buyer in the same manner and with the same effect as if originally added thereto. Taxes are not included in the prices quoted.

CLAIMS: Upon delivery of goods to the carrier, the risk of loss shall transfer to Buyer and all responsibility of Seller with regard to the delivery of goods ceases. Claims for factory shortages will not be considered unless made in writing to Seller within ten (10) days after receipt of the goods and accompanied by reference to our bill of lading and factory order numbers. As all goods are shipped at Buyer's risk, any claims for damage or shortage in transit must be filed by Buyer against the transportation company. Unless otherwise agreed in writing by the parties, Seller shall deliver all goods using Seller's standard methods for packaging and shipping. Accepted orders are not subject to cancellation by Buyer without Seller being reimbursed in full for all expenses it incurred. Seller may terminate these Terms, and all obligations hereunder, with immediate effect upon written notice to Buyer.

DELAYS: While time is of the essence, Buyer acknowledges that estimated delivery dates are estimates only. If Seller is unable to deliver goods because Buyer has not provided appropriate instructions, documents, or authorizations, the goods will be deemed to have been delivered and Seller, at its option, may store the goods until Buyer picks them up. Buyer shall pay all storage-related costs and expenses.

PRODUCT CHANGES AND RETURN OF GOODS: Seller reserves the right to change specifications and designs at will. Goods may not be returned except by written authorization of Seller and, when so returned, will be subject to additional handling charges and transportation costs, in amounts determined by Seller. If authorized by Seller, Buyer shall return goods as directed by Seller.

WARRANTY: Seller warrants that products that it manufactures are free of defects in material and workmanship if properly installed, cared for, and operated under normal conditions, with competent supervision. Seller's obligation under this warranty is limited to making good at its factory any part or parts which shall, within one year after shipment to the original Buyer, be returned to its factory with transportation charges prepaid, and which upon examination shall appear to Seller's satisfaction to have been thus defective. Correction of such defects by repair or replacement shall constitute fulfillment of all obligations to Buyer, and Seller shall not be liable for loss, damage, or expenses directly or indirectly arising from the use of its product or from any other cause. Seller assumes no liability for expenses or repairs made outside of its factory except by written consent. No liability whatsoever shall attach to Seller until Buyer has paid for said products. **THE ABOVE WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES INCLUDING ANY WARRANTY OF MERCHANTABILITY EXPRESSED OR IMPLIED, AND NO PERSON, AGENT, OR DEALER IS AUTHORIZED TO GIVE ANY WARRANTIES ON BEHALF OF SELLER OR TO ASSUME FOR SELLER ANY OTHER LIABILITY IN CONNECTION WITH ANY OF SELLER'S PRODUCTS. SELLER MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO MOTORS, SWITCHES, CONTROLS, OR ACCESSORIES, INASMUCH AS THEY ARE WARRANTED SEPARATELY BY THEIR RESPECTIVE MANUFACTURERS.**

FORCE MAJEURE: Seller shall not be liable or responsible to Buyer for any failure, delay, hindrance, or impracticability in fulfilling or performing these Terms, when and to the extent such failure, delay, hindrance, or impracticability is caused by or results from acts beyond Seller's control, including, without limitation, the following events (each, a "Force Majeure Event"): (a) acts of God; (b) flood, fire, earthquake, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes, tariffs, or blockades in effect; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns or other industrial disturbances; (h) shortage of adequate power or transportation facilities; and (i) epidemic or pandemic. Seller shall give notice to Buyer within a reasonable number of days of the Force Majeure Event, stating the period of time the occurrence is expected to continue. Seller shall resume the performance of its obligations as soon as reasonably practicable.

ENTIRE AGREEMENT: All orders accepted by Seller are subject to Buyer agreeing with these Terms in their entirety. These Terms comprise the entire agreement between the parties and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral. These Terms prevail over any of Buyer's terms and conditions of purchase regardless of whether or when Buyer has submitted its purchase order or such terms. Any stenographic or clerical errors are subject to correction by Seller. Fulfillment of Buyer's order does not constitute acceptance of any of Buyer's terms and conditions and does not serve to modify or amend these Terms. Furthermore, any proposal for additional or different terms or any attempt by Buyer to vary these Terms in any is hereby objected to and rejected. If these terms are deemed Seller's acceptance of a prior offer made by Buyer, the acceptance is expressly made conditional on Buyer's assent to the additional or different terms in these Terms.

GOVERNING LAW AND VENUE: These Terms will be governed by the internal laws of Arizona, and the parties irrevocably submit to the exclusive jurisdiction of the state and federal courts in Maricopa County, Arizona, and agree that venue is proper in such courts.



DUAL CREDIT PARTNERSHIP AGREEMENT



Between

**Fabens Independent School District
And
El Paso County Community College District**

This Dual Credit Partnership Agreement (Agreement) between Fabens Independent School District (District) and El Paso County Community College District (EPCC or the College) is designed to allow High School students an opportunity to earn dual High School credit and College credit. *19 Texas Administrative Code (19 TAC)*, Chapter 9, Subchapter H, *Partnerships between Secondary Schools and Texas Public Two-year Associate Degree-Granting Institutions* establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's High School curriculum requirements and College-level credit. Dual Credit Requirements are identified/outlined in *19 TAC* Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, §552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations:

1. Purpose

The Purpose of this Agreement is to facilitate the cooperation between the College and the District in the provision of College courses for Dual Credit for qualified students.

2. Eligible Courses

- a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, §4.85 (a) identified as College-level academic courses in the current edition of the EPCC Catalog or as College-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for Dual Credit.
- b. Courses approved for Dual Credit for an individual student must be applicable to a College or university certificate or degree.
- c. Course matching is a requirement to award Dual Credit. In order to offer any College course for Dual Credit, it must be paired with an equivalent High School course. The learning objectives for the College course and the Texas Essential Knowledge and Skills (TEKS) for the High School class must have significant overlap or match. If an equivalent High School class does not exist, then the College course cannot be offered by the High School for Dual Credit.
- d. Any TEKS not covered by the College course will be taught by the High School and accounted for separately from the required content of the College course.

3. Student Eligibility

- a. High School students will meet State and EPCC requirements for admission to the College.
- b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in College-level courses.
- c. High School students shall not be enrolled in more courses than those allowable by state laws and Texas Administrative Code and Regulations.

4. Instructional Calendar

The College courses for Dual Credit taught on the High School campus will comply with the District's instructional calendar. Distance education sections will comply with the College calendar.

5. Location

- a. Dual Credit instruction will predominantly occur in the facilities of the High School campus. EPCC facilities may be used as appropriate, depending on the availability of resources.
- b. When the High School does not have an instructor, who is qualified and selected by EPCC to deliver a College course for Dual Credit onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources. (See Section 11.e.)
- c. A qualified instructor may be provided by the College to teach the College course on the High School campus, but the High School will bear the cost of the instructor. A High School may also contract directly with an EPCC credentialed instructor to deliver the College course on the High School campus. (See Section 11.e.)

6. Student Composition of Classes

Courses may be composed of Dual Credit students only or of dual and College credit students. Exceptions for a mixed class (composed of students taking the College course for High School credit only and students taking the College course for Dual Credit) may be allowed only under one of the following conditions:

- a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the High School involved is otherwise unable to offer such a course.
- b. If the High School credit-only students are College Board Advanced Placement students.
- c. If the course is a career and technology/College workforce education course and the High School credit-only students are earning articulated College credit which will only be awarded after graduation from High School and subsequent enrollment at EPCC.

7. Faculty Selection, Supervision, and Evaluation

- a. All instructors must meet the credential requirements as specified by EPCC, the State Board of Education, and that would be acceptable by the Southern Association of Colleges and

Schools Commission on Colleges and other pertinent accrediting agencies. EPCC may limit the number of Dual Credit sections by course or program based on institutional need and/or accreditation guidelines.

- b. The College shall select, supervise, and evaluate Dual Credit High School instructors using the same College procedures used for EPCC faculty teaching on the main campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the main campuses of the College. EPCC retains the right not to assign courses to an instructor.
 - c. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of Dual Credit High School instructors will be kept on file at the EPCC Office of Human Resources.
 - d. Qualified, EPCC-selected and trained Dual Credit High School instructors teaching the College course at the High School will do so as part of their High School teaching assignment. Nevertheless, a Dual Credit High School instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the designated College Instructional Dean.
 - e. Each semester, Dual Credit students will complete a Faculty Evaluation and Student Survey for each College course for Dual Credit. The High School is responsible for designating a person to act as a point of contact and an overseer for the administration of these materials and any additional surveys of College students required by the College and for following the accompanying instructions. The Faculty Evaluation process is highly confidential. To encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor, the Faculty Evaluation will be shared with the instructor, the designated College Instructional Dean, the instructional coordinator and, upon request, the designated High School administrators after the course has ended.
 - f. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and the Dual Credit Summer Convening in June. Newly credentialed Dual Credit faculty will be required to complete an introductory 10-hour online course. Additionally, ongoing attendance is required at College division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.
 - g. In the event the High School credentialed faculty is absent more than 3 consecutive days, or is absent enough times that the instructional contact hours fall below what is required for the College course, the High School is responsible for contacting the designated College Instructional Dean to discuss the anticipated length of absence, and necessary arrangements for a substitute or replacement. Only substitutes/replacements credentialed by EPCC in the discipline/course may be used to cover a class. If the High School is unable to find a credentialed discipline/course qualified substitute or replacement, EPCC may provide a qualified faculty if available. The High School will incur the instructor cost.
8. Course Curriculum, Instruction and Grading Criteria

EPCC shall ensure that a College course for Dual Credit offered at the High School and the corresponding course offered at the main campus of the College are equivalent with respect to the curriculum, contact hours, course enrollment maximum, materials, instruction, and method/rigor

of evaluation of student performance, and grading criteria regardless of student composition of the class. (See appendix A for Crosswalk)

- a. EPCC course syllabi and textbooks must be used in College courses for Dual Credit at all times. The syllabus for each course must be submitted to the appropriate Instructional Coordinator as requested and uploaded in compliance with HB 2504, codified in Section 51.974 of the Texas Education Code, by the end of the first week of classes.
- b. The High School will provide each student enrolled in a College course for Dual Credit with all textbooks and instructional materials required by the College discipline. Textbooks and other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at a main campus of the College.
- c. The EPCC Office of Distance Learning Support Services will verify that the High School has adequate technology to support online course delivery. In addition, classroom, science lab and library facilities assessments will be conducted at least every three years or as needed.
- d. The High School will identify a High School onsite facilitator whose role is to support the EPCC instructor of record in order to enhance the success of Dual Credit students enrolled in online courses.

9. Academic Policies and Student Support Services

- a. All academic policies applicable to courses taught on EPCC campuses shall apply to Dual Credit High School students as outlined on EPCC Procedure 6.00.01.30 and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.
- b. Dual Credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, College-appropriate (non-curricular) accommodations for students with disabilities, to learning materials (e.g., library resources), academic achievement programs (e.g. Honors Program) and student success initiatives (e.g., tutoring).
- c. Each High School must have an appointed counselor or designee to provide academic guidance regarding Dual Credit who will encourage course completion and achievement of course work leading to a College degree. EPCC will provide training for the High School counselor or designee.
- d. **Student Services Provided by High School.** Except as expressly set forth herein, the High School shall provide student services for all Dual Credit students including, health services, counseling services, tutorial services, transportation, food service, and all high school books and teaching materials. By July 1 of each year, the High School will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- e. **Student Services Provided by EPCC.** In addition to on-site resources provided by the High School, students will be issued an EPCC ID card and will have open access to EPCC's online library databases, materials, and resources. Dual Credit students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC will provide designated High School Librarians with appropriate log-ins to access EPCC Library resources. EPCC

Librarians will provide training to designated High School Librarians on available EPCC resources. Dual Credit students will have access to all EPCC student services and privileges, including participation in student government and student clubs.

- f. **Codes of Conduct.** Dual Credit students will adhere to all the requirements of the High School/District Code of Conduct and state law applicable to public school students. Dual Credit students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the High School/District Code of Conduct and the EPCC Code of Conduct, the High School/District Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed.
- g. **Transportation.** Transportation is at the sole discretion of the High School/District and not the responsibility of EPCC. The High School/District will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular high school hours. The High School will provide round-trip transportation for Dual Credit students to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Transcription of Credit

EPCC will transcribe College grades immediately upon a student's completion of the course. Approved High School and/or District personnel will have access to the official College grade through the High School Dashboards.

11. Funding

- a. The Dual Credit High School instructors will be compensated by the District in accordance with the District's Standard Teacher Salary Schedule. It is not contemplated that Dual Credit High School instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said Dual Credit High School instructors will not receive any monetary compensation from EPCC for their participation in the Program. The Dual Credit High School instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the main campus of the College. Dual Credit High School instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC adjunct faculty member.
- b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program, except as stated in c, d, and e. herein below.
- c. Upon mutual agreement, the College will conduct enrollment registration for all qualified students who have met all requirements and are requesting enrollment in College courses for Dual Credit. A fee of \$150 will be assessed for each student enrolled after the College's Census Date when it is determined that the student or school was responsible for not meeting the deadline.
- d. Three-Peat-Fee will apply for students repeating certain courses more than two times and will be assessed the current in-state EPCC per credit hour fee.
- e. Waived and Incurred Fees

- i. When the District provides the instructor onsite, tuition and fees will be waived.
 - ii. When EPCC provides the instructor, online, onsite or on campus, tuition and fees will be waived provided the school pays a flat rate of \$100 per student per course. The School District will be invoiced within 30 days after the end of the semester and payment in full will be due to EPCC within one month of the invoice.
 - f. The High School is responsible for all textbooks and instructional materials. This includes funding of Open Educational Resources (OER) materials used in lieu of textbooks. College-approved textbooks purchased by the District may be used for a maximum of four years from the date of initial purchase. The High Schools must adhere to EPCC textbook procedure *Selection and Ordering of Textbooks for Credit/Developmental Education Courses*. In addition, the High School must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.
12. EPCC Administrators and High School Principals, along with any necessary administrative staff, will maintain open lines of communication between the College and their High Schools.
- a. Marketing and Co-branding. Dual Credit is a strong and beneficial partnership between the District and EPCC and will be co-branded accordingly. References to College Courses for Dual Credit that are offered by EPCC will prominently feature EPCC's name and logo on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible. When used in conjunction with the District or High School logo, logos must be of the same size and in high-profile locations. When communicating about Dual Credit programs or courses offered by EPCC, it is important to state "These Dual Credit course offerings are available thanks to a partnership with El Paso Community College," when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content. Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. Materials or exceptions to this guideline will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of Dual Credit and Early College High Schools. Each party reserves the right to approve major signage, banners and other displays marketing Dual Credit that will be displayed outside the EPCC campus to the general public. EPCC supplied logos, banners, or flags will be displayed in each classroom used to teach Dual Credit students. The District is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

13. House Bill 1638: Statewide Dual Credit Goals

The following are specific program goals aligned with the statewide goals developed collaboratively by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) in compliance with House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2):

- a) Statewide Dual Credit Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.
 - i) EPCC will participate in information sessions that promote dual credit hosted by the District or High School.

- ii) EPCC will host campus tours for students new to Dual Credit.
 - iii) EPCC will maintain a webpage to include information relevant to all Dual Credit stakeholders.
 - iv) EPCC will host a Dual Credit Counseling Institute in Fall and Spring
 - v) EPCC and District or High School will collaborate in the promotion of Dual Credit programs through press releases, social media, and institutional web pages.
- b) Statewide Dual Credit Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
- i) EPCC will grant designated District or High School staff access to Dual Credit Dashboards
 - ii) EPCC will participate in annual data sharing sessions
 - iii) EPCC will support transition to college through Operation College Bound.
- c) Statewide Dual Credit Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
- i) EPCC will host Dual Credit New Student Orientation sessions for every dual credit student.
 - ii) EPCC and District or High School will conduct joint advising sessions in compliance with SB 25
 - iii) Dual Credit Students will have access to Dual Credit high school and college counselors to ensure credits apply to the selected certificate or degree.
- d) Statewide Dual Credit Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
- i) EPCC will host a Dual Credit Summer Convening for newly credentialed Dual Credit faculty.
 - ii) Newly credentialed District or High School faculty will be enrolled in a 10-hour online course administered by EPCC.
 - iii) Dual Credit faculty and facilitators will participate in EPCC's Faculty Development Week workshops in Fall and Spring.
 - iv) All Dual Credit stakeholders will be invited to the Building Bridges: Dual Credit Conference hosted annually by EPCC.

This Agreement may only be modified in writing by the District Superintendent and the College President, or their designees, upon mutual agreement, at least 30 days in advance of the modification.

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement.

William Serrata, Ph.D. (Date)
President

Approved as to form:

 (Date)
EPCC General Counsel

Veronica Vijil, Ed.D. (Date)
Superintendent

Approved as to form:

 (Date)
Fabens ISD General Counsel

Appendix A



Dual Credit Crosswalk



2021-2024

| HS Course | PEIMS # | EPCC Course Subject | EPCC Course # | Course |
|--------------|----------|---------------------|---------------|--|
| ART APP | 3500110 | ARTS | 1301 | Art Appreciation |
| ADC1 | 3060100 | ASTR | 1303 | Stars and Galaxies |
| ADC1 | 3060100 | ASTR | 1304 | Solar System |
| BDC1 | 3010200 | BIOL | 1306 | Biology for Science Majors I |
| BDC1 | 3010200 | BIOL | 1307 | Biology for Science Majors II |
| SCIDC2 | 13037210 | BIOL | 2401 | Anatomy & Physiology I |
| SCIDC2 | 13037210 | BIOL | 2402 | Anatomy & Physiology II |
| SCI DC1 | 13037200 | CHEM | 1306 | Introduction to Chemistry I |
| SCI DC1 | 13037200 | CHEM | 1307 | Introduction to Chemistry II |
| SCIRD2 | 13037210 | CHEM | 1311 | General Chemistry I |
| SCIRD2 | 13037210 | CHEM | 1312 | General Chemistry II |
| COMM 1307 | 3230100 | COMM | 1307 | Introduction to Mass Communication |
| DRAMA | 3250100 | DRAM | 1310 | Theater Appreciation |
| ECON1 | 3310300 | ECON | 2301 | Principles of Macroeconomics |
| ECON 2302 | 3310301 | ECON | 2302 | Principles of Microeconomics |
| ED1300 | 3270100 | EDUC | 1300 | Learning Framework |
| E3DC | 3220300 | ENGL | 1301 | Composition I |
| E3DC | 3220300 | ENGL | 1302 | Composition II |
| E4DC | 3220400 | ENGL | 2322 | British Literature I |
| E4DC | 3220400 | ENGL | 2323 | British Literature II |
| GEOL 1301/02 | 3060200 | GEOL | 1301 | Earth Sciences for Non-Science Majors I |
| GEOL 1301/02 | 3060200 | GEOL | 1302 | Earth Sciences for Non-Science Majors II |
| GEOL 1303/04 | 13037210 | GEOL | 1303 | Physical Geology |
| GEOL 1303/04 | 13037210 | GEOL | 1304 | Historical Geology |
| GOVT1 | 3330100 | GOVT | 2305 | Federal Government |
| GOVT2 | 3380002 | GOVT | 2306 | Texas Government |
| S3DC | 3340100 | HIST | 1301 | United States History I |
| S3DC | 3340100 | HIST | 1302 | United States History II |
| WHISTDC | 3340400 | HIST | 2321 | World Civilizations I |
| WHISTDC | 3340400 | HIST | 2322 | World Civilizations II |
| M4DC | 3101100 | MATH | 1314 | College Algebra |
| MATH BUSSCI | 3102501 | MATH | 1324 | Mathematics for Business & Social Sciences |
| M4DC | 3101100 | MATH | 2412 | Pre-Calculus Math |
| INDSTUMTH | 3102502 | MATH | 2413 | Calculus I |
| MUSAPP | 3155600 | MUSI | 1306 | Musics Appriciation |
| MUSIC 1310 | 3155700 | MUSI | 1310 | American Music |



Dual Credit Crosswalk



2021-2024

| HS Course | PEIMS # | EPCC Course Subject | EPCC Course # | Course |
|--------------|---------|---------------------|---------------|---|
| PHIL | 3380001 | PHIL | 1301 | Introduction to Philosophy |
| ETHICS | 3380001 | PHIL | 2306 | Introduction to Ethics |
| PSYCH | 3350100 | PSYC | 2301 | General Psychology |
| ADV.HEALTH | 3810200 | PSYC | 2306 | Human Sexuality |
| PSY3 | 3380032 | PSYC | 2314 | Lifespan Growth & Development |
| SOCI 1301 | 3370100 | SOCI | 1301 | Introduction to Sociology |
| SOCI 2301 | 3380042 | SOCI | 2301 | Marriage & the Family |
| SPAN 2313/15 | 3440400 | SPAN | 2313 | Spanish for Native/Heritage Speakers I |
| SPAN 2313/15 | 3440400 | SPAN | 2315 | Spanish for Native/Heritage Speakers II |
| SPCH | 3241400 | SPCH | 1321 | Business & Professional Communication |

DATA USE AGREEMENT

This Data Use Agreement (the “Agreement”) effective as of the date of last authorized signature (the “Effective Date”), by and between The University of North Carolina at Chapel Hill, a North Carolina research and academic institution, with a research administrative office address at 104 Airport Drive, Suite 2200, CB# 1350, Chapel Hill, NC 27599-1350 on behalf of itself and its employee Caryn Ward, PhD (“UNC”), and University of Pittsburgh – Of the Commonwealth System of Higher Education with an address located at 3420 Forbes Avenue, 300 Murdoch I Building, Pittsburgh, PA 15260 (“Pittsburgh”) (Pittsburgh collectively with UNC, “Recipients” and each individually, a “Recipient”) and Fabens Independent School District with an administrative office located at Fabens ISD, 821 N.E. ‘G’ Avenue, Fabens, Texas 79838 (“School District”) establishes the terms and conditions under which Recipient will receive and use certain data as described below. School District and Recipients are sometimes referred to in this Agreement singularly as a “Party” and collectively as the “Parties.”

WHEREAS The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. §1232g, is a Federal privacy law. FERPA and its implementing regulations in 34 C.F.R. §99.30 requires the consent of the education rights holder prior to the release of PII from the education record of a student. An exception to the consent requirement is provided for in 34 CFR §99.31(a)(6)(i) for “disclosure []to organizations conducting studies for, or on behalf of, educational agencies or institutions to: (A) Develop, validate, or administer predictive tests; (B) Administer student aid programs; or (C) Improve instruction.”

WHEREAS School District desires to provide Data to Pittsburgh for the purpose of sharing Data with UNC for the conduct of the Study (hereinafter defined), which meets an exception provided in 34 C.F.R. §99.31.

The Parties agree as follows:

1. **Definition of Data.** The data subject to this Agreement consists of data related to students, teachers or other employees of School District and other information as described in Exhibit B and C (the “Data”), except as such data may be deemed by applicable law to be a public record.
2. **License to use the Data.** School District grants Recipients the right to use the Data solely for the purpose of conducting research to support the development and implementation of effective instructional systems around high quality middle grade mathematics programs (Math Implementation Cohort), as described in Exhibit C (the “Study”). The Study is funded by a grant to UNC from the Bill & Melinda Gates Foundation (“BMGF”) under the Math Implementation Cohort – Learning Partner Grant Agreement between UNC and BMGF dated October 30, 2020 (“Grant Agreement”).
3. **Notice.** Notice regarding termination or other matters relating to this Agreement shall be made in writing sent to the following individuals:

| RECIPIENTS | SCHOOL DISTRICT |
|--|--|
| To UNC: Liz T.M. Powell University of North Carolina at Chapel Hill Assistant Director of Contracting 104 Airport Drive Suite 2200, CB# 1350 Chapel Hill, NC 27599 Phone: 919-966-3411 E-Mail: ouc@unc.edu | To Fabens Independent School District: Dr. Veronica Vijil Superintendent P.O. Box 697 Fabens, Texas 79838 Phone: (915) 765-2600 ext. 2101 Email: vvijil@fabensisd.net |
| <u>With copy to Recipient Investigator</u> | |

| | |
|---|--|
| Ximena Franco 517 S. Greensboro St Carrboro, NC 27510 Phone: 919-962-7371 E-mail: Ximena.franco@unc.edu | |
| To University of Pittsburgh: Office of Sponsored Programs University of Pittsburgh 3420 Forbes Avenue, 300 Murdoch I Building Pittsburgh, PA 15260 Phone: 412-624-7400 E-Mail: clincorp@pitt.edu <u>With copy to</u> Phone: 412-721-0382 E-Mail: schunn@pitt.edu | |

4. Restrictions on Recipient's Use of Data.

4.1. The Recipient will perform the following duties in regard to any Data it obtains:

4.1.1 Not disclose the information to any entity that is not a Party to this Agreement without the consent of the parent or eligible student; For clarity, Data may be shared between Recipients, but only to the degree necessary to further the purpose of this Agreement.

4.1.2 Use the Data for no purpose other than the work stated in this Agreement;

4.1.3 Allow School District access to any relevant records for purposes of completing authorized audits;

4.1.4 Require all employees, contractors and agents of any kind to comply with all applicable provisions of FERPA and other federal and state laws with respect to the data shared under this Agreement.

4.1.5 Designate in writing a single authorized representative able to request data under this Agreement. The authorized representative shall be responsible for transmitting all data requests and maintaining a log or other record of all data requested and received pursuant to this Agreement, including confirmation of the completion of any projects and the return or destruction of data as required by this Agreement. School District or its agents may, upon request, review the records required to be kept under this section;

4.1.6 Maintain all Data obtained pursuant to this Agreement in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to this Agreement except as necessary to conduct the Study in accordance with this Agreement. All copies of Data of any type, including any modifications or additions to Data from any source that contains information regarding students, are subject to the provisions of this Agreement in the same manner as the original data. The ability to access or maintain Data under this Agreement shall not under any circumstances transfer from Recipient to any other institution or entity;

4.1.7 Destroy or return all personally identifiable information obtained under this Agreement when it is no longer needed for the Study for which it was obtained no later than 60 days after it is no longer needed. In the event Recipient destroys the PII, Recipient shall provide School District with certification of such destruction. Failure to return or destroy the PII will preclude Recipient from accessing personally identifiable student information for at least five years as provided for in 34 C.F.R. section 99.31(a)(6)(iv).

- 4.2. Recipient agrees to use appropriate safeguards to protect the Data from misuse and unauthorized access or disclosure, including, without limitation, (i) maintaining adequate physical controls and password protections for any server, system, or device on which the Data may reside, and (ii) taking any other measures reasonably necessary to prevent any use or disclosure of the Data other than as provided in this Agreement, and (iii) with respect to UNC, as described in Exhibit A.
- 4.3. The Parties agree to comply with all applicable federal, state and local laws and regulations, internal policies and procedures, and IRB restrictions, including, but not limited to, those concerning the privacy and confidentiality of individually identifiable persons.
- 4.4. Recipient will report to School District any use or disclosure of the Data not provided for by this Agreement of which Recipient becomes aware. Such report shall be made to the contact noted in this Agreement as soon as reasonably possible, but, in any event, no later than five (5) business days from the date on which Recipient becomes aware that the Data have been used or disclosed in a manner not provided for by this Agreement.
- 4.5. Recipient will hold any agent of the Recipient, including any permitted subcontractor, to the standards, restrictions, and conditions stated in this Agreement with respect to the Data.

5. Publication.

- 5.1. School District agrees that Recipient has an interest and is entitled to publish and present the results of the study described in Exhibit B and contemplated by this Agreement. Recipient will not publish and present any personally identifiable information that may be included in Data. Recipient agrees to timely provide, prior to publication and presentation access to any report, memorandum, article, thesis or any other writing that is based on or arises from analysis of Data. School District will have fifteen (15) days to review and comment. School District is not required by 34 C.F.R. 99.31(a)(6) to agree with or endorse the conclusions or results of the Study.

6. **Term and Termination.** This Agreement shall be effective as of the Effective Date and shall remain in effect for 5 years. School District may terminate this Agreement immediately, with no advance notice to Recipient, if School District has reason to believe that Recipient has violated this Agreement, including, but not limited to, unauthorized disclosure or use of Data inconsistent with This Agreement. A party may terminate this Agreement with or without cause upon providing the other Party with no less than thirty (30) days prior written notice. Upon termination of this Agreement, Recipient agrees to destroy and make no further use of the Data.

7. **Representation and Warranty.** NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, ARE MADE AS TO ANY MATTER, INCLUDING BUT NOT LIMITED TO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, PATENTABILITY, OR THAT USE OF THE RESULTS OBTAINED WILL BE FREE FROM INFRINGEMENT OF PATENTS, COPYRIGHTS, TRADEMARKS OR OTHER RIGHTS OF THIRD PARTIES. THE DATA TRANSFERRED TO RECIPIENT PURSUANT TO THIS AGREEMENT IS PROVIDED "AS IS."

8. **Liability.** No Party shall be responsible or liable for any injuries or losses which may result from the implementation or use by the other Party or others of the results from the Study or research data generated under this Agreement.

9. Force Majeure. No Party will be liable to the other for any failure or delay in the performance of its obligations to the extent such failure or delay is caused by fire, flood, earthquakes, other elements of nature, acts of war, terrorism, riots, civil disorders, rebellions or revolutions, disease, epidemics, quarantines, pandemics, acts of government, a declared state of emergency, delays in visas, changes in laws and governmental policies, or other conditions beyond its reasonable control following execution of this Agreement. If the performance by a Party of any of its obligations under this Agreement is prevented by any such circumstances, then such Party shall communicate the situation to the others as soon as possible, and the Parties shall endeavor to limit the impact to the Study. The Parties agree to mitigate risks to the Study and personnel, and to amend Study period of performance and milestones if possible. Nothing herein shall limit the rights of either party to terminate this Agreement as indicated in Section 6 hereunder.

10. Entire Agreement. This Agreement contains all of the terms and conditions agreed upon by the Parties regarding the subject matter of this Agreement and supersedes any prior agreements.

11. Relationship of the Parties. Nothing in this Agreement shall be construed to create a partnership, joint venture, agency, employment or other joint business relationship between the Parties or any of their affiliates.

12. Assignment. Neither Party may assign, cede, or transfer any of its rights or obligations under this Agreement without the written consent of the other Party, not to be unreasonably withheld.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and date specified above.

**FABENS
DISTRICT****INDEPENDENT****SCHOOL****THE UNIVERSITY OF NORTH CAROLINA
AT CHAPEL HILL**

By: _____

Name: _____

Title: _____

Date: _____

By:  Amy E. Lyons
2021.08.11
07:49:38 -04'00'

Name: Amy E. Lyons, JD

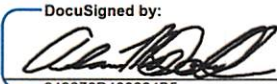
Title: Acting on behalf of Terry Magnuson, PhD
Vice Chancellor for ResearchDate: August 11, 2021**UNIVERSITY OF PITTSBURGH****Read & Acknowledged:**By: 
943876D408664B5...Name: Adam McDowellTitle: Associate DirectorDate: 08-10-2021 | 4:34 PM EDTBy: Caryn Ward, PhD
UNC Recipient Investigator
Date: 8-11-2021

EXHIBIT A**Data Sharing Security Overview****Data Security**

Data security is of the highest priority for the Effective Implementation Cohort learning partner, NIRN.

The following precautions will be taken with all data collected by and shared with the Learning Partner:

1. All data will be shared using a secure transfer protocol with the Microsoft Teams interface (more info on Teams below). Authorized users will sign in with individual credentials and multi-factor authentication.
2. Data will be housed on Microsoft Teams and within the Secure Network Attached Storage system managed by The University of North Carolina at Chapel Hill.
3. Access to data will be restricted to Learning Partner research team members who are approved by the Institutional Review Board at UNC, have completed an information security awareness training, and for whom data access is necessary to fulfill their role on the project.
4. Data will be shared and used in accordance with all applicable regulations and local guidelines, including:
 - a. The executed data sharing agreements
 - b. The UNC-Chapel Hill Institutional Review Board (IRB) guidelines
 - c. LEA IRBs or External Research Review board guidelines (when applicable)
 - d. The Family Educational Rights and Privacy Act (FERPA)
 - e. The Health Insurance Portability and Accountability Act (HIPAA)

EXHIBIT B

All measures should be reported by student once a year. A basic description of the variables to be requested appears in the table below.
All student data should be shared for the following academic years: 2020-2021, 2021-2022, 2022-2023, 2023-2024.
Teacher data should be shared for the following academic years: 2021-2022, 2022-2023, 2023-2024.

Student Data

| Administrative Data | | |
|---------------------|--------------------------|---|
| Category | Variable | Details |
| Local Identifiers | Unique Student ID number | A stable, unique identifier for each student that allows data for an individual student to be linked across all files and submissions *See the section below regarding the Study ID. |
| Enrollment | School Name | |
| | Grade Level | |
| Demographics | Gender | For systems that do not have mid-year grade-level changes, once per year is acceptable |
| | Race | All possible categories, codes, and information about how classifications are applied are needed (i.e., how handle more than one race code, race/ethnicity combined, etc.) |

| | | |
|-----------------------------|---|--|
| | | |
| | Ethnicity | Hispanic or Latino Not Hispanic or Latino |
| | HomeLang | As reported by families. *If coded differently please provide codebook |
| | State defined economically disadvantaged status | |
| | Designated as limited English proficient (LEP) | |
| | Special education status | |
| Math Course Information | Teacher | A variable with the teacher's name or identifier for each teacher. (optional) |
| | Math course name | |
| | Math Course attendance | |
| | Math course final grade | |
| Attendance* (if available) | Number of Absences | |
| | Number of Days Enrolled | |
| Math Assessment Information | State Assessment Scale Score – Mathematics | |

| | | |
|--|---|--|
| | State Assessment Proficiency Level Score – Mathematics (if available) | |
| | Local Benchmark – Mathematics Assessment Name | Indication of which assessment the student took (e.g. grade level, name) |
| | Local Benchmark Mathematics Results | For the assessment taken, indication of achievement, reported as a level of proficiency, scaled or raw score (in order of preference). |
| Additional Data for Students Being Collected for Learning Agenda to be Shared | | |
| Category | Variable | Details |
| EIC Student Survey | EIC Student Survey Data of Beliefs, Engagement, and Experience in Mathematics | All raw data |

Teacher Data

| Teacher Administrative Data | | |
|-----------------------------|---------------------------|---|
| Category | Variable* | Details |
| Teaching Site | School Name | |
| Local identifier | Unique Teacher Identifier | A stable, unique identifier for each teacher that allows data for an individual teacher to be linked across all files and submissions with student data |
| Demographics | T-Reside | How long has the teacher resided in the United States. |
| | Ethnicity | Hispanic or Latino Not Hispanic or Latino |
| | Race | NIRN will need all possible categories, codes, and information about how classifications are applied (how they handle more than one race code, are race and ethnicity combined, etc.) |
| | Education | |
| | National Board Certified | |

123

| | Years as a teacher | |
|---|--|--------------|
| | Does teacher speak English fluently? | |
| | Does teacher speak Spanish fluently? | |
| | Does the teacher speak other language fluently? | |
| | If other language, specify | |
| Additional Data for Teachers Being Collected for Learning Agenda to be Shared | | |
| Category | Variable | Details |
| EIC Teacher Survey(s) | Teacher survey(s) of self-efficacy in mathematics and culturally responsive teaching, as well as | All raw data |

| | | |
|-----------------------|---|--|
| | implementation constructs (e.g., acceptability, feasibility) | |
| Classroom Observation | Teacher observations of mathematics instruction using identified observation tool | Met Criteria for Fidelity or Not for each individual teacher |

Note. * = If administrative data is not available, please add demographic questions to the Provider/LEA teacher survey to provide this level of information.

Exhibit C

Data Collection Plan and Timeline

The purpose of this document is to provide an overview of what data is being collected with who, using what method and instrument, when, and by who as well as the schedule for who is sharing the data with who and in what format. This chart can be used by University of Pittsburgh (referred to in this Exhibit C as “Provider”) and School District (referred to in this Exhibit C as “LEA”) partnerships to inform their measurement planning, budgeting, data review and usage processes, as well as inform data sharing agreement and research approval processes.

Effective Implementation Cohort (EIC) Data Collection Plan & Timeline

| INDICATOR/ CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
|---|---|--|---|---|--|--|--|
| What indicator or construct is being measured? | What group is data being collected from? Be as specific as possible. D=District B=Building/School T=Teacher S=Student | What measure will be used? What data will be needed? | How will the data be collected (e.g., observation, interview, survey, administrative data)? | How often will data be collected? What is the schedule for data collection? | Who will be responsible for collecting the data? | What is the schedule for sharing the data with the receiving party (NIRN or LEA/Provider)? | What is the format of the data being shared with the receiving party (NIRN or LEA/Provider)? |
| Student Engagement and Student Experience & Beliefs | Students in Middle Year Math Course who are participating in the implementation study (S) | EIC Engagement, Experience, & Beliefs Student Survey Items *Common measure to be used across Cohort | Student Survey | 1 x annually (Spring, 3/1-6/1) | LEA to send to IFL to send to NIRN | 1x annually (Summer, by July 1st) | Deidentified student responses for all individual survey items |

| | | | | | | | |
|---|---|---|--|---|---|---|---|
| Student Academic Achievement & Demographic Data | 8th Grade Students | % meeting standards in 8th grade math STAAR | Administrative Data from previous academic year | 1 x annually (Fall, for the test scores from the previous Spring) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually (Fall, by October 30th) | Deidentified student information as specified in data variable tables |
| Student Indicator: Productive use of multiple representations | Students of teachers who are receiving professional learning support to implement high quality math (S) | IFL multiple representation coding scheme of student work | Teacher-collected student work samples | End of each unit after Unit 1 | LEA to send IFL raw data and IFL to send NIRN aggregated data | End of each unit within 2 weeks of coding completion | Deidentified student work |
| Student Indicator: Use of sound reasoning | Students of teachers who are receiving professional learning support to implement high quality math (S) | IFL writing about reasoning coding scheme of student work | Teacher-collected student work samples | End of each unit after Unit 1 | LEA to send IFL raw data and IFL to send NIRN aggregated data | End of each unit within 2 weeks of coding completion | Deidentified student work |
| Student Indicator: Persistence in high-level tasks | Students of teachers who are receiving professional learning support to implement high quality math (S) | Behavioral engagement (in lessons on high-level tasks) | Observational coding scheme focused on student work when not teacher-facilitated | Beginning of each unit after Unit 1 | LEA to send IFL raw data and IFL to send NIRN aggregated data | Beginning of each unit within 2 weeks of coding completion | Deidentified coding of observation |
| Student Indicator: Affective engagement in high-level tasks | Students of teachers who are receiving professional learning support to implement high quality math (S) | Affective engagement during high-level tasks | Coding of end-of-lesson exit ticket survey | End of each unit after Unit 1 | LEA to send IFL raw data and IFL to send NIRN aggregated data | End of each unit within 2 weeks of coding completion | Deidentified student end-of-lesson exit ticket survey |
| Student Indicator: Math learning mindset | Students of teachers who are receiving professional learning support to | Fixed math learning mindset | Survey | 1x annually, end of school year (5/1-5/31) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually, end of school year (within 2 weeks of survey completion) | Deidentified student survey |

| | | | | | | | |
|---|---|--|--|--|---|--|---|
| | implement high quality math (S) | | | | | | |
| Student Indicator: Math identity | Students of teachers who are receiving professional learning support to implement high quality math (S) | Mathematics identity | Survey | 1x annually, end of school year (5/1-5/31) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually, end of school year (within 2 weeks of survey completion) | Deidentified student survey |
| INDICATOR/ CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
| Teacher Administrative Data | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | Teacher demographic data (i.e. years of experience) | Administrative Data from current academic year | 1x annually (Spring, 3/1-6/1) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually (Fall, by October 30th) | De-identified teacher information as specified in data variable table |
| Teacher Self-Efficacy (Math & Culturally Responsive Teaching), and Implementation (Acceptability, Feasibility, Appropriateness, Quality of Professional Learning) | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | Determined by LEA & Provider | Teacher Survey | 1x annually (Winter/Spring, 12/1-6/30) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually (Summer, by July 1st) | Deidentified teacher responses for individual items |
| Teacher Practice: Implementation of high-level curriculum tasks | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | Task Analysis Guide coding of cognitive demand of tasks teachers use | Collection of tasks used by teachers | Sample tasks from 2 units that are major work of grade | LEA to send IFL raw data and IFL to send NIRN aggregated data | 2x annually, based on where major work of grade occurs for each grade, shared within 2 | Deidentified teacher tasks |

| | | | | | | | |
|--|--|---|--|---|---|---|--|
| | | | | | | weeks of coding completion | |
| Teacher Practice: Teaching with multiple representations | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | IFL multiple representations coding scheme | Artifact coding of lesson plans | Sample lesson plans from 2 units that are major work of grade | LEA to send IFL raw data and IFL to send NIRN aggregated data | 2x annually, based on where major work of grade occurs for each grade, shared within 2 weeks of coding completion | Deidentified teacher lesson plans |
| Teacher Practice: Teaching with Accountable Talk Math Discussions | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | IFL Accountable Talk discussions dimensions | Coding of classroom mathematical discussions | 2x annually, observation coding protocol (video, live, or transcript) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 2x annually, based on where major work of grade occurs for each grade, shared within 2 weeks of coding completion | Deidentified transcript of math discussions during teachers' lessons |
| Teacher Practice: Teacher focuses on essential understandings | Teachers who are receiving professional learning support to implement high quality math curriculum (T) | IFL conceptual focus coding scheme | Artifact coding of lesson plans | Sample lesson plans from 2 units that are major work of grade | LEA to send IFL raw data and IFL to send NIRN aggregated data | 2x annually, based on where major work of grade occurs for each grade, shared within 2 weeks of coding completion | Deidentified teacher lesson plans |
| Teacher Practice: Cognitive Demand in Intervention Classes | Teachers of intervention classes (T) | Task Analysis guide coding of maintenance of cognitive demand | Coding of classroom mathematical discussions | 1x annually, observation coding protocol (video, live, or transcript) | LEA to send IFL raw data and IFL to send NIRN aggregated data | 1x annually, middle of the year (Winter, 1/1 - 3/31) | Deidentified transcript of math discussions during teachers' lessons |

| INDICATOR/ CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
|---|---------------------------|--|---|---|--|--|--|
| Administrator Practice: Administrator Look- Fors | Administrators (A) | Accurate naming of relevant Look-Fors | Artifact coding of discussion notes from Learning Walks | At least 2 Learning Walks | LEA to send IFL raw data and IFL to send NIRN aggregated data | At least 2x annually (TBD), shared within 2 weeks of coding completion | Deidentified artifacts from Learning Walks |
| Administrator Practice: Administrator expectations for intervention classes | Administrators (A) | Same Look-Fors occurring in intervention classes | Artifact coding of discussion notes from Learning Walks intervention classes | At least 2 Learning Walks | LEA to send IFL raw data and IFL to send NIRN aggregated data | At least 2x annually (TBD), shared within 2 weeks of coding completion | Deidentified artifacts from Learning Walks |
| Administrator Practice: Alignment of benchmark assessments | Administrators (A) | Coding scheme focus on use of multiple representations and sound reasoning | Artifact coding of benchmark assessments | Benchmark assessments from 2 units that are major work of the grade | LEA to send IFL raw data and IFL to send NIRN aggregated data | 2x annually, based on where major work of grade occurs for each grade, shared within 2 weeks of coding completion | Deidentified district benchmark assessments |
| INDICATOR/ CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
| Community Indicator: Community involvement in math vision | Community members (C) | Coding scheme focus on use of multiple representations and sound reasoning | Attendance at district-specific math nights | Every math night | LEA to send IFL raw data and IFL to send NIRN aggregated data | Every math night, shared within 2 weeks of coding completion | Attendance |
| Community Indicator: Community understanding of math vision | Community members (C) | Reported understanding of math learning vision | Attendance at district-specific math nights | Event exit tickets | LEA to send IFL raw data and IFL to send NIRN | Every math night, shared within 2 weeks | Deidentified exit tickets |

| | | | | | | | |
|--|-------------------------------------|---|-----------------|--|---|--|--|
| | | | | | aggregated data | | |
| Out-of-School Providers for Math Learning | Out-of-School Support Organizations | Identified community organizations that can provide support for math learning | Communications | Middle of year | LEA to send IFL raw data and IFL to send NIRN aggregated data | Middle of year (Winter 1/1 - 3/31) | List of identified out-of-school support organizations for each district |
| Out-of-School participation in professional learning | Out-of-School Support providers | Presences of providers from each support organization at training events | Attendance logs | Every training event | LEA to send IFL raw data and IFL to send NIRN aggregated data | Every training event, shared within 2 weeks | Attendance |
| Out-of-School professional learning | Out-of-School Support providers | Reported focus on reasoning and multiple representations | Survey | End of year | LEA to send IFL raw data and IFL to send NIRN aggregated data | End of school year (5/1/-5/30) | Deidentified survey results |
| INDICATOR/CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
| Organization Capacity | Principals (B) | Implementation Leadership Scale | Survey | 1x annually (Spring, 3/1-6/1) | NIRN to send to LEA/Provider | 1x annually (within 2 weeks survey completion) | Deidentified principal responses for individual items and summary |
| Organization Capacity | District Implementation Teams (D) | Team LookFors checklist | Observation | 1 x annually (Winter, 12/1 - 2/28) | NIRN to send to LEA/Provider | 1x annually (within 2 weeks of observation completion) | Summary and scores for individual items |

| Organization Capacity | District Implementation Teams (D) | Implementation Team survey | Survey | 1 x annually (Winter, 12/1 - 2/28) | NIRN to share with LEA/Provider | 1x annually (within 2 weeks survey completion) | Summary of team responses for individual items and graphs of total scores |
|--|-------------------------------------|---|--------------------------|------------------------------------|---------------------------------|---|---|
| INDICATOR/ CONSTRUCT | ADMINISTERED WITH WHOM | MEASURE/DATA REQUIRED | METHOD | FREQUENCY OF COLLECTION/ SCHEDULE | COLLECTOR | SCHEDULE FOR DATA SHARING | FORMAT FOR DATA SHARING |
| Organization Capacity | District Implementation Teams (D) | District Capacity Assessment | Focus group/team meeting | 1 x annually (Winter, 12/1--2/28) | NIRN to share with LEA/Provider | 1x annually (data system provides real time reporting for LEA and Provider) | Summary of team responses for individual items and graphs of total scores |
| Organizational Capacity, professional learning, and sustainability | Executive Sponsors & Leadership (D) | Executive Sponsor and Provider Interview Protocol | Interview | 1 x annually (Winter, 12/1--2/28) | NIRN to share with LEA/Provider | 1x annually (within one month of completion) | Summary of key themes |
| | Coaches (B) | Instructional Coach Interview Protocol | | | | | |
| Organizational Capacity | District Implementation Teams (D) | Implementation Plans | Rubric | 1x annually (Spring, 4/1-5/30) | NIRN to share with LEA/Provider | 1x annually (within one month of completion) | Summary of review using rubric |

*Note additional measurement methods being used by Providers and LEAs for individual planning purposes such as student and teacher interviews and focus groups do not need to be shared with NIRN. LEAs administering student surveys biannually will only need to share spring data with NIRN.

BOARD OF TRUSTEES BUSINESS

Board Agenda Item

| | | | |
|--|--|--|--|
| TITLE | Discussion and Possible Action Regarding Legal Issues and Options Regarding Executive Order by the Governor of the State of Texas GA-38 and El Paso Local Health Order Dated August 17, 2021. | Date Requested | 08/25/2021 |
| Requested By: | Dr. Veronica Vijil | Approximate Time | 15 minutes |
| Division Approval: | | Action Needed: | Board Decision |
| Action Requested: | Board Recommendation | Information Only: | No |
| People Participating In Presentation: | Board District Legal Counsel | Who Has Been Involved: | Dr. Vijil and District Legal Counsel |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

**This item may be taken into Executive Session per Tx.
Gov't. Code 551.071 at:** _____

(State time closed)

Session reconvened at: _____

(State time opened)

FABENS ISD

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

| | | | |
|--|---|--------------------------------------|------------------------|
| TITLE | Review Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates. | Date Requested | 8/25/2021 |
| Requested By: | Dr. Vijil District Legal Counsel | Approximate Time | 30 minutes |
| Division Approval: | | Action Needed: | |
| Action Requested: | | Information Only: | |
| People Participating In Presentation: | District Legal Counsel | Who Has Been Involved: | District Legal Counsel |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

This item may be taken into Executive Session per Tx. Gov't. Code 551.071 at: _____

(State time closed)

Session reconvened at: _____

(Stater time opened)

FABENS ISD

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

| | | | |
|--|--|--------------------------------------|---------------------------------|
| TITLE | Take Appropriate Action Related to Entering into an Interlocal Agreement for the Purpose of Participation and Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates. | Date Requested | 08/25/2021 |
| Requested By: | Dr. Vijil District Legal Counsel | Approximate Time | 5 minutes |
| Division Approval: | | Action Needed: | Board Decision |
| Action Requested: | Board Recommendation | Information Only: | No |
| People Participating In Presentation: | Board | Who Has Been Involved: | Board District Legal counsel |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

| | | | |
|--|--|--------------------------------------|-----------------------------------|
| TITLE | Discuss and consider adoption of an Order authorizing the issuance of Fabens Independent School District Unlimited Tax Refunding Bonds, Taxable Series 2021, establishing sale parameters, authorizing the execution of a Bond Purchase Agreement and an Escrow Agreement; approving an Official Statement; and enacting other provisions relating to the subject. | Date Requested | 08/25/2021 |
| Requested By: | Mr. Martin Torres | Approximate Time | 25 minutes |
| Division Approval: | | Action Needed: | Board Decision |
| Action Requested: | Board Recommendation | Information Only: | No |
| People Participating In Presentation: | Mr. Martin Torres Bond Legal Counsel | Who Has Been Involved: | Mr. Torres and Bond Legal Counsel |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |



**Presentation to Fabens Independent School District
Refunding Plan of Finance**
August 25, 2021



Taxable Refunding Analysis

Summary of Preliminary Analysis



Based on current market rates and conditions, our analysis shows that the District could realize considerable annual debt service savings, an average of \$50,270 per year, by refunding the callable bonds shown below. This analysis assumes current market rates and conditions exist in September 2021.

| General Obligation Refunding Candidates | | | | |
|--|---------------------------------|---------------------|-----------------|-----------|
| Series | Principal Amount to be Refunded | Maturities Refunded | Interest Rates | Call Date |
| U/L Tax Refunding Bonds, Series 2014 | \$ 5,675,000 | 2025-2036 | 4.000% | 2/15/2024 |
| U/L Tax School Building Bonds, Series 2015 | 4,040,000 | 2026-2045 | 4.000% - 4.500% | 2/15/2025 |
| | <u>\$ 9,715,000</u> | | | |

| Projected Annual Savings | | | | |
|--------------------------|----------------------|------------------------|---------------------|-----------------------|
| FYE 8/31 | Prior Debt Service | Refunding Debt Service | Savings | Present Value Savings |
| 2022 | \$ 399,775 | \$ 397,754 | \$ 2,021 | \$ 1,354 |
| 2023 | 399,775 | 345,488 | 54,288 | 52,207 |
| 2024 | 399,775 | 346,363 | 53,413 | 50,317 |
| 2025 | 767,275 | 712,613 | 54,663 | 50,450 |
| 2026 | 904,175 | 850,238 | 53,938 | 48,738 |
| 2027 | 902,575 | 847,988 | 54,588 | 48,306 |
| 2028 | 895,275 | 844,238 | 51,038 | 44,168 |
| 2029 | 897,175 | 846,988 | 50,188 | 42,660 |
| 2030 | 898,075 | 846,988 | 51,088 | 42,680 |
| 2031 | 897,975 | 846,192 | 51,783 | 42,468 |
| 2032 | 896,875 | 843,977 | 52,898 | 42,588 |
| 2033 | 894,775 | 840,682 | 54,093 | 42,752 |
| 2034 | 901,475 | 851,316 | 50,159 | 38,885 |
| 2035 | 896,975 | 845,853 | 51,122 | 38,905 |
| 2036 | 901,275 | 849,304 | 51,971 | 38,824 |
| 2037 | 300,963 | 248,408 | 52,555 | 38,501 |
| 2038 | 301,513 | 248,656 | 52,856 | 37,972 |
| 2039 | 301,613 | 248,684 | 52,929 | 37,288 |
| 2040 | 301,263 | 248,486 | 52,777 | 36,461 |
| 2041 | 300,463 | 248,056 | 52,406 | 35,505 |
| 2042 | 304,100 | 252,326 | 51,774 | 34,399 |
| 2043 | 302,175 | 251,290 | 50,885 | 33,157 |
| 2044 | 304,688 | 254,938 | 49,749 | 31,793 |
| 2045 | 301,638 | 248,333 | 53,304 | 33,412 |
| | <u>\$ 14,571,638</u> | <u>\$ 13,365,156</u> | <u>\$ 1,206,482</u> | <u>\$ 943,790</u> |

| Key Assumptions | |
|-------------------------|----------------------------|
| Delivery Date: | 10/14/2021 |
| Analysis Date: | 7/28/2021 |
| Rates: | Current Market Taxable PSF |
| TIC (Estimated): | 2.080% |

| Projected Savings Summary | |
|-------------------------------------|------------------|
| Par of Refunding Bonds: | \$9,715,000 |
| Par of Refunded Bonds: | \$9,715,000 |
| Average Refunded Coupon: | 4.192% |
| NPV Savings: | \$943,790 |
| % Savings of Refunded Bonds: | 9.715% |
| Average Annual Savings: | \$50,270 |
| Negative Arbitrage: | \$466,730 |



Timetable

Unlimited Tax Refunding Bonds, Taxable Series 2021



Wednesday, August 25, 2021 Board meeting to consider approving the Parameter Order approving the Bonds.

Thursday, August 26, 2021 Submit PSF application.

Thursday, August 27, 2021 Send first draft of the Preliminary Official Statement ("POS") to Issuer and Bond Counsel.

Wednesday, September 1, 2021 Receive POS comments from Issuer and Bond Counsel.

Thursday, September 2, 2021 Distribute second draft of the POS to the Working Group and Rating Agency.

Thursday, September 2, 2021 Receive the PSF letter.

Thursday, September 2, 2021 Receive comments on the second draft of the POS from the Working Group.

Friday, September 3, 2021 Distribute third draft of the POS to the Working Group.

Monday, September 13, 2021 Rating Agency Conference Call and Underwriter's Counsel Due Diligence Call.

Tuesday, September 14, 2021 Receive comments on the third draft of the POS from the Working Group.

Tuesday, September 21, 2021 Receive the Bond Rating for the Bonds.

Tuesday, September 21, 2021 Post Preliminary Official Statement for the Bonds.

Tuesday, September 28, 2021 Price the Bonds and sign the BPA.

Friday, October 1, 2021 Print and distribute Final Official Statement.

Thursday, October 28, 2021 Close the Bonds.

Federal Holidays

Important Working Group Dates

*Preliminary, subject to change.



Working Group Participants

Unlimited Tax Refunding Bonds, Taxable Series 2021



| | |
|---------------------------|-----------------------------------|
| Issuer | Fabens ISD |
| Financial Advisor | TGL Financial Consulting |
| Bond Counsel | McCall, Parkhurst & Horton L.L.P. |
| Paying Agent/Escrow Agent | U.S. Bank, NA |
| Underwriters | Frost Bank, Hilltop Securities |
| Underwriters' Counsel | Winstead PC, J. Cruz & Associates |



Legal Disclaimer



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

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

Section 1. RECITALS, AMOUNT, PURPOSE AND DESIGNATION OF THE BONDS. (a) The recitals set forth in the preamble hereof are incorporated herein and shall have the same force and effect as if set forth in this Section.

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

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

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

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

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

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

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

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

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

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

- (i) the aggregate original principal amount of the Bonds shall not exceed \$9,715,000;
- (ii) the refunding must produce a present value debt service savings of at least 3.00%, net of any contribution from the Issuer;
- (iii) the maximum interest rate (True Interest Cost) shall not exceed 3.500%; and
- (iv) the final maturity shall not be longer than February 15, 2045.

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

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

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

(e) It is hereby found and determined that the refunding of the Refunded Obligations is advisable and necessary in order to restructure the debt service requirements of the Issuer, and that the debt service requirements on the Bonds will be less than those on the Refunded Obligations, resulting

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

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

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

An authorized representative of the Paying Agent/Registrar shall, before the delivery of any such Bond, date and manually sign the Paying Agent/Registrar's Authentication Certificate, and no such Bond shall be deemed to be issued or outstanding unless such Certificate is so executed. The Paying Agent/Registrar promptly shall cancel all paid Bonds and Bonds surrendered for conversion and exchange. No additional ordinances, orders, or resolutions need be passed or adopted by the governing body of the Issuer or any other body or person so as to accomplish the foregoing conversion

and exchange of any Bond or portion thereof, and the Paying Agent/Registrar shall provide for the printing, execution, and delivery of the substitute Bonds in the manner prescribed herein. Pursuant to Subchapter D, Chapter 1201, Texas Government Code, the duty of conversion and exchange of Bonds as aforesaid is hereby imposed upon the Paying Agent/Registrar and, upon the execution of said Certificate, the converted and exchanged Bond shall be valid, incontestable, and enforceable in the same manner and with the same effect as the Bonds which initially were issued and delivered pursuant to this Order, approved by the Attorney General, and registered by the Comptroller of Public Accounts.

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

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

(d) Substitute Paying Agent/Registrar. The Issuer covenants with the registered owners of the Bonds that at all times while the Bonds are outstanding the Issuer will provide a competent and legally qualified bank, trust company, financial institution, or other agency to act as and perform the services of Paying Agent/Registrar for the Bonds under this Order, and that the Paying Agent/Registrar will be one such entity. The Issuer reserves the right to, and may, at its option, change the Paying Agent/Registrar upon not less than 120 days written notice to the Paying Agent/Registrar, to be effective not later than 60 days prior to the next principal or interest payment date after such notice. In the event that the entity at any time acting as Paying Agent/Registrar (or its successor by merger, acquisition, or other method) should resign or otherwise cease to act as such, the Issuer covenants that promptly it will appoint a competent and legally qualified bank, trust company, financial institution, or other agency to act as Paying Agent/Registrar under this Order. Upon any change in the Paying Agent/Registrar, the previous Paying Agent/Registrar promptly shall transfer and deliver the Regis-

tration Books (or a copy thereof), along with all other pertinent books and records relating to the Bonds, to the new Paying Agent/Registrar designated and appointed by the Issuer. Upon any change in the Paying Agent/Registrar, the Issuer promptly will cause a written notice thereof to be sent by the new Paying Agent/Registrar to each registered owner of the Bonds, by United States mail, first-class postage prepaid, which notice also shall give the address of the new Paying Agent/Registrar. By accepting the position and performing as such, each Paying Agent/Registrar shall be deemed to have agreed to the provisions of this Order, and a certified copy of this Order shall be delivered to each Paying Agent/Registrar.

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

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

(f) Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that the Issuer determines that DTC is incapable of discharging its responsibilities described herein and

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

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

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

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

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

(i) Initial Bonds. the closing date, one Initial Bond representing the entire principal amount of all the Current Interest Bonds of a particular series of bonds authorized by this Order and one Initial Bond representing the entire Maturity Amount of all the Capital Appreciation Bonds of a particular series of bonds authorized by this Order (collectively, the "Initial Bonds"), payable in stated installments to the order of the initial purchaser of the respective series of Bonds or its designee, executed by manual or facsimile signature of the President and Secretary of the Board, approved by

the Office of the Attorney General of the State of Texas (the "Attorney General"), and registered and manually signed by the Office of the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), will be delivered to such purchaser or its designee. Upon payment for the initial Bond, the Paying Agent/Registrar shall insert the Issuance Date on the initial Bond, cancel the initial Bond and deliver to The Depository Trust Company ("DTC") on behalf of such purchaser one registered definitive Bond for each year of maturity of the Bonds, in the aggregate principal amount of all of the Bonds for such maturity, registered in the name of Cede & Co., as nominee of DTC. To the extent that the Paying Agent/Registrar is eligible to participate in DTC's FAST System, pursuant to an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

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

(a) Form of Bonds:

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
FABENS INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BOND,
TAXABLE SERIES 2021

[FORM OF FIRST THREE PARAGRAPHS OF CURRENT INTEREST BOND]

NO. R-

INTEREST RATE

PRINC
IPAL
AMOUNT
\$ _____

DATE OF
BONDS
MATU
RITY DATE

CUSIP
NO.

REGISTERED OWNER:

PRINCIPAL AMOUNT:

DOLLARS

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

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

the address of each owner of a Bond appearing on the Registration Books at the close of business on the last business day next preceding the date of mailing of such notice.

ANY ACCRUED INTEREST due at maturity or upon the redemption of this Bond prior to maturity as provided herein shall be paid to the registered owner upon presentation and surrender of this Bond for payment at the principal corporate trust office of the Paying Agent/Registrar. The Issuer covenants with the registered owner of this Bond that on or before each principal payment date and interest payment date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds, of all principal of and interest on the Bonds, when due.

[FORM OF FIRST TWO PARAGRAPHS OF CAPITAL APPRECIATION BOND]

NO. CR-

MATURITY

AMOUNT
\$ _____

INTEREST RATE

ISSUANCE
DATE
MATU
RITY DATE
CUSIP
NO.

REGISTERED OWNER:

PAYMENT AT MATURITY:

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

THE MATURITY AMOUNT of this Bond is payable in lawful money of the United States of America, without exchange or collection charges. The Maturity Amount of this Bond shall be paid to the registered owner hereof upon presentation and surrender of this Bond at maturity at the designated corporate trust office of _____, which is the "Paying Agent/Registrar"

for this Bond, and shall be drawn by the Paying Agent/Registrar on, and payable solely from, funds of the Issuer required by the order authorizing the issuance of the Bonds (the "Bond Order") to be on deposit with the Paying Agent/Registrar for such purpose as hereinafter provided, payable to the registered owner hereof, as it appears on the Registration Books kept by the Paying Agent/Registrar, as hereinafter described. The Issuer covenants with the registered owner of this Bond that on or before the Maturity Date for this Bond it will make available to the Paying Agent/Registrar, from the "Interest and Sinking Fund" created by the Bond Order, the amounts required to provide for the payment, in immediately available funds of the Maturity Amount, when due.

[FORM OF REMAINDER OF EACH BOND]

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

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

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

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

Term Current Interest Bond
Maturity: _____

| | |
|------------|-------------------------|
| YEAR | PRINCIPAL AMOUNT(\$) |
| (maturity) | |

Term Current Interest Bond
Maturity: _____

| | |
|------------|-------------------------|
| YEAR | PRINCIPAL AMOUNT(\$) |
| (maturity) | |

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

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

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

ALL BONDS OF THIS SERIES are issuable solely as fully registered Bonds, without interest coupons, with respect to Current Interest Bonds, in the denomination of any integral multiple of \$5,000, and with respect to Capital Appreciation Bonds, in the denomination of \$5,000 payment at maturity amounts or any integral multiple thereof. As provided in the Bond Order, this Bond may, at the request of the registered owner or the assignee or assignees hereof, be assigned, transferred, converted into and exchanged for a like aggregate amount of fully registered Bonds, without interest coupons, payable to the appropriate registered owner, assignee or assignees, as the case may be, having any authorized denomination or denominations as requested in writing by the appropriate registered owner, assignee or assignees, as the case may be, upon surrender of this Bond to the Paying Agent/Registrar for cancellation, all in accordance with the form and procedures set forth in the Bond Order. Among other requirements for such assignment and transfer, this Bond must be presented and surrendered to the Paying Agent/Registrar, together with proper instruments of assignment, in form and with guarantee of signatures satisfactory to the Paying Agent/Registrar, evidencing assignment of this Bond or any portion or portions hereof in any authorized denomination to the assignee or assignees in whose name or names this Bond or any such portion or portions hereof is or are to be registered. The form of Assignment printed or endorsed on this Bond may be executed by the registered owner to evidence the assignment hereof, but such method is not exclusive, and other instruments of assignment satisfactory to the Paying Agent/Registrar may be used to evidence the assignment of this Bond or any portion or portions hereof from time to time by the registered owner. The Paying Agent/Registrar's reasonable standard or customary fees and charges for assigning, transferring, converting and exchanging any Bond or portion thereof will be paid by the Issuer. In any circumstance, any taxes or governmental charges required to be paid with respect thereto shall be paid by the one requesting such assignment, transfer, conversion or exchange, as a condition precedent to the exercise of such privilege. The Paying Agent/Registrar shall not be required to make any such transfer or exchange with respect to Current Interest Bonds (i) during the period commencing with the close of business on any Record Date and ending with the opening of business on the next following principal or interest payment date, or (ii) with respect to any Current Interest Bond or any portion thereof called for redemption prior to maturity, within 30 days prior to its redemption date.

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

IT IS HEREBY certified, recited, and covenanted that this Bond has been duly and validly authorized, issued, and delivered; that all acts, conditions, and things required or proper to be

performed, exist, and be done precedent to or in the authorization, issuance and delivery of this Bond have been performed, existed, and been done in accordance with law; that this Bond is a general obligation of the Issuer, issued on the full faith and credit thereof; and that ad valorem taxes sufficient to provide for the payment of the interest on and principal of this Bond, as such interest comes due, and as such principal matures, have been levied and ordered to be levied against all taxable property in the Issuer, and have been pledged for such payment, without legal limit as to rate or amount.

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

BY BECOMING the registered owner of this Bond, the registered owner thereby acknowledges all of the terms and provisions of the Bond Order, agrees to be bound by such terms and provisions, acknowledges that the Bond Order is duly recorded and available for inspection in the official minutes and records of the governing body of the Issuer, and agrees that the terms and provisions of this Bond and the Bond Order constitute a contract between each registered owner hereof and the Issuer.

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

(signature)
Secretary, Board of Trustees

(signature)
President, Board of
Trustees

(SEAL)

FORM OF PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

PAYING AGENT/REGISTRAR'S AUTHENTICATION CERTIFICATE

(To be executed if this Bond is not accompanied by an
executed Registration Certificate of the Comptroller
of Public Accounts of the State of Texas)

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

Dated _____

Paying Agent/Registrar _____

By _____

Authorized Representative

FORM OF ASSIGNMENT:

ASSIGNMENT

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

 —

 —

Please insert Social Security or Taxpayer
 Identification Number of Transferee

 —

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

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

Dated: _____

Signature Guaranteed:

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

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

**FORM OF REGISTRATION CERTIFICATE OF
THE COMPTROLLER OF PUBLIC ACCOUNTS:**

COMPTROLLER'S REGISTRATION CERTIFICATE: REGISTER NO.

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

Witness my signature and seal this

XXXXXXXX
Comptroller of Public Accounts
of the State of Texas

(COMPTROLLER'S SEAL)

(b) Insertions for the Initial Current Interest Bond:

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

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

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

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

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

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

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

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

(c) Insertions for the Initial Capital Appreciation Bond:

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

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

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

"FABENS INDEPENDENT SCHOOL DISTRICT, being a political subdivision located in El Paso County, Texas (the "Issuer"), hereby promises to pay to the Registered Owner set forth above, or registered assigns (hereinafter called the "registered owner") the Maturity Amount on the dates and in the amounts set forth in the following schedule:

| | | |
|---------------|-----------------|---------------|
| Maturity Date | Maturity Amount | Interest Rate |
|---------------|-----------------|---------------|

(Information for the Capital Appreciation Bonds from the Pricing Certificate to be inserted)

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

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

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

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

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

of this Section 7 shall not be irrevocable, provided that: (1) in the proceedings providing for such payment arrangements, the Issuer expressly reserves the right to call the Defeased Bonds for redemption; (2) gives notice of the reservation of that right to the owners of the Defeased Bonds immediately following the making of the payment arrangements; and (3) directs that notice of the reservation be included in any redemption notices that it authorizes.

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

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

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

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

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

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

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

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

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

Section 9. CUSTODY, APPROVAL, AND REGISTRATION OF BONDS; BOND COUNSEL'S OPINION, CUSIP NUMBERS, AND CONTINGENT INSURANCE PROVISION, IF OBTAINED. The President and/or Vice President of the Board of Trustees of the Issuer and the Pricing Officer are hereby authorized to have control of the Bonds initially issued and delivered hereunder and all necessary records and proceedings pertaining to the Bonds pending their delivery and their investigation, examination, and approval by the Attorney General of the State of Texas, and their registration by the Comptroller of Public Accounts of the State of Texas. Upon registration of the Bonds said Comptroller of Public Accounts (or a deputy designated in writing to act for said Comptroller) shall manually sign the Comptroller's Registration Certificate attached to such Bonds, and the seal of said Comptroller shall be impressed, or placed in facsimile, on such Certificate. The approving legal opinion of the Issuer's Bond Counsel and the assigned CUSIP numbers may, at the option of the Issuer, be printed on the Bonds issued and delivered under this Order, but neither shall have any legal effect, and shall be solely for the convenience and information of the registered owners of the Bonds.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 11. SALE OF BONDS; OFFICIAL STATEMENT.

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

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

Section 12. REDEMPTION OF REFUNDED OBLIGATIONS.

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

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

(c) If the redemption of the Refunded Obligations results in the partial refunding of any maturity of the Refunded Obligations, the Pricing Officer shall direct the paying agent/registrar for the Refunded Obligations to designate at random and by lot which of the Refunded Obligations will be

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

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

Section 13. FURTHER PROCEDURES. (a) The President or Vice President and Secretary of the Board of Trustees of the Issuer, the Pricing Officer and all other officers, employees and agents of the Issuer, and each of them, shall be and they are hereby expressly authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer a Paying Agent/Registrar Agreement with the Paying Agent/Registrar and all other instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the Blanket Issuer Letter of Representations of the Issuer to DTC, the Bonds, the sale of the Bonds and the Official Statement. Notwithstanding anything to the contrary contained herein, while the Bonds are subject to DTC's Book-Entry Only System and to the extent permitted by law, said Blanket Issuer Letter of Representations is hereby incorporated herein and its provisions shall prevail over any other provisions of this Order in the event of conflict. In case any officer whose signature shall appear on any Bond shall cease to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

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

Section 14. COMPLIANCE WITH RULE 15c2-12.

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

"MSRB" means the Municipal Securities Rulemaking Board.

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

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

(b) Annual Reports.

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

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

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

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other

- material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
7. Modifications to rights of holders of the Bonds, if material;
 8. Bond calls, if material, and tender offers;
 9. Defeasances;
 10. Release, substitution, or sale of property securing repayment of the Bonds, if material;
 11. Rating changes;
 12. Bankruptcy, insolvency, receivership or similar event of the Issuer;
 13. The consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
 14. Appointment of a successor Paying Agent/Registrar or change in the name of the Paying Agent/Registrar, if material.
 15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, any of which affect security holders, if material; and
 16. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the Issuer, any of which reflect financial difficulties.

The Issuer shall notify the MSRB, in a timely manner, of any failure by the Issuer to provide financial information or operating data in accordance with subsection (b) of this Section by the time required by such subsection. As used in clause (b)12 above, the phrase "bankruptcy, insolvency, receivership or similar event" means the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court of governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if jurisdiction has been assumed by leaving the Board and officials or officers of the Issuer in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer. For the purposes of subsections (15) and (16) in this section (b), the term "Financial Obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided, however, that a "Financial Obligation" shall not include municipal securities as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

(d) Limitations, Disclaimers, and Amendments.

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

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

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

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

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

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

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

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

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

- (1) Make any change in the maturity of any of the outstanding Bonds;
- (2) Reduce the rate of interest borne by any of the outstanding Bonds;
- (3) Reduce the amount of the principal of, or redemption premium, if any, payable on any outstanding Bonds;

(4) Modify the terms of payment of principal or of interest or redemption premium on outstanding Bonds or any of them or impose any condition with respect to such payment; or

(5) Change the minimum percentage of the principal amount and Maturity Amount of the Bonds necessary for consent to such amendment.

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

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

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

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

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

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

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

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

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

SCHEDULE I

SCHEDULE OF AVAILABLE REFUNDED OBLIGATIONS

Unlimited Tax Refunding Bonds, Series 2014

| YEAR | AMOUNT OUTSTANDING(\$) |
|---------------------|---------------------------|
| 2025 | 375,000 |
| 2026 | 395,000 |
| 2027 | 410,000 |
| 2028 | 420,000 |
| 2029 | 440,000 |
| 2030 | 460,000 |
| 2031 ⁽¹⁾ | 480,000 |
| 2032 ⁽¹⁾ | 495,000 |
| 2033 ⁽²⁾ | 515,000 |
| 2034 ⁽²⁾ | 540,000 |
| 2035 ⁽³⁾ | 560,000 |
| 2036 ⁽³⁾ | 585,000 |
| Total | 5,675,000 |

- (1) represents a mandatory sinking fund payment for the term bond maturing in 2032
 (2) represents a mandatory sinking fund payment for the term bond maturing in 2034.
 (3) represents a mandatory sinking fund payment for the term bond maturing in 2036.

Unlimited Tax School Building Bonds, Series 2015

| YEAR | AMOUNT OUTSTANDING(\$) |
|---------------------|---------------------------|
| 2026 ⁽¹⁾ | 135,000 |
| 2027 ⁽¹⁾ | 140,000 |
| 2028 ⁽¹⁾ | 145,000 |
| 2029 ⁽²⁾ | 150,000 |
| 2030 ⁽²⁾ | 155,000 |
| 2031 ⁽²⁾ | 160,000 |
| 2032 ⁽²⁾ | 170,000 |
| 2033 ⁽³⁾ | 175,000 |
| 2034 ⁽³⁾ | 185,000 |
| 2035 ⁽³⁾ | 190,000 |
| 2036 ⁽³⁾ | 200,000 |
| 2037 ⁽⁴⁾ | 205,000 |
| 2038 ⁽⁴⁾ | 215,000 |
| 2039 ⁽⁵⁾ | 225,000 |
| 2040 ⁽⁵⁾ | 235,000 |
| 2041 ⁽⁵⁾ | 245,000 |
| 2042 ⁽⁵⁾ | 260,000 |
| 2043 ⁽⁵⁾ | 270,000 |
| 2044 ⁽⁵⁾ | 285,000 |
| 2045 ⁽⁵⁾ | 295,000 |

| | |
|-------|-----------|
| Total | 4,040,000 |
|-------|-----------|

- ⁽¹⁾ represents a mandatory sinking fund payment for the term bond maturing in 2028.
- ⁽²⁾ represents a mandatory sinking fund payment for the term bond maturing in 2032.
- ⁽³⁾ represents a mandatory sinking fund payment for the term bond maturing in 2036.
- ⁽⁴⁾ represents a mandatory sinking fund payment for the term bond maturing in 2038.
- ⁽⁵⁾ represents a mandatory sinking fund payment for the term bond maturing in 2045.

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

| | | | |
|--|--|--------------------------------------|--|
| TITLE | Fabens ISD 2020 – 2021 Child Nutrition Fund Balance Transfer | Date Requested | 08/25/2021 |
| Requested By: | Ms. Marcela Licerio | Approximate Time | 10 minutes |
| Division Approval: | | Action Needed: | Yes |
| Action Requested: | The administration recommends approval of the child nutrition fund balance transfer as presented | Information Only: | No |
| People Participating In Presentation: | Ms. Marcela Licerio Mr. Martin Torres | Who Has Been Involved: | Ms. Marcela Licerio Mr. Martin Torres |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

Fabens ISD Child Nutrition Budget Report FY 2020-2021

Revenue

| | |
|---------------------------------|-----------------------|
| Balance | \$831,356.53 |
| June claim NSLP/SBP | \$51,141.04 |
| Estimated August claim NSLP/SBP | \$182,648.94 |
| FFVP Claim | \$30,989.86 |
| FFVP Claim | \$213.25 |
| Total Revenue | \$1,096,349.62 |

Expenditures

| | |
|---|-----------------------|
| Function 35 (Food/Non-Food/Misc) | \$1,076,555.17 |
| Function 51 (Utilities) | \$21,700.93 |
| August Salaries | \$43,736.88 |
| Estimated August Food/Non Food Expenses | \$92,000.00 |
| Total Expenditures | \$1,233,992.98 |
| | (\$137,643.36) |

Plan for Reducing an Excessive Operating Fund Balance

(For the purposes of this form, a fund balance is net cash resources.)

Contracting Entity (CE) Name: Fabens ISD

Date: 6/17/2021

CE Identification Number (CE ID): 00347

ESC:¹ 19

Plan Completion Date: 6/30/2022

Current Operating Food Service Fund Balance (Net Cash Resources): \$626,032.90

Average Monthly Expenses: \$363,620.95

Amount of the Excessive Fund Balance (Net Cash Resources): \$262,411.95

Plan to Resolve an Excess Operating Fund Balance (Net Cash Resources):

Please provide a detailed explanation of how the CE will reduce the fund balance (net cash resource) to an acceptable level within one year by improving the quality of food served or purchase of needed supplies, service, or equipment.² This may include, but is not limited to, purchases of supplies or equipment or services.

Fabens ISD Child Nutrition Dept. will be purchasing equipment as follows:

*15x10 Commodities Freezer estimated \$39,000

*Hood (Model # KS-100) estimated \$4,500

*Point of Sales system (4) estimated \$8,400

*Pizza Oven w/prep table (HS) estimated \$13,000

*Security camera system (4) estimated \$14,358

*We will be improving the quality of the food served by offering a variety of meals that meet all program requirements.

*In addition, we are requesting approval to use excess fund balance to cover current year balance that is currently operating at a negative balance of -\$138,219.10 (as of 5/2021) due to operating expenses incurred during pandemic.

(An expenditure (van) is still pending from prior year excess fund balance and is expected to be completed by September 2021) The delay has been shortage of electronic modules due to the pandemic).

All purchases made utilizing fund balance are expected to be completed by 6/30/2022 using the appropriate procurement process. All expenditures over \$5,000 will be submitted to Texas Department of Agriculture for review/approval prior to purchasing.

Explanation of what the CE will do to ensure that an excessive fund balance (net cash resources) will not occur in the future

In order to ensure that this will not occur in the future, the Director will continue to monitor closely the account balances (revenues and expenses) on a

¹ Education Service Center

² An excessive operating food service fund balance cannot be reduced by altering children's meal pricing structures when altered pricing conflicts with the paid lunch equity requirements. See the *Administrator's Reference Manual, Section 15, Meal Pricing* for additional information on this topic.

monthly basis to ensure we maintain a balance that does not exceed the three months operating expenses.

(If additional space is needed attach another page.)

The above named CE hereby submits the following plan to reduce the excessive operating fund (net cash resources) balance to be completed by date entered above.

(Signature of Authorized Representative)

(Printed Name of Authorized Representative)

(State Agency Use Only)

☒ Approved

☐ Denied

Mary Gomez-Kokkinos, School Operations Assistant Director

6/18/2021

Signature, Title

Date

Directions: Plan for Reducing an Excessive Operating Fund Balance

Purpose

To maintain the nonprofit status of the National School Lunch Program (NSLP) or School Breakfast Program (SBP), the contracting entity (CE) should have an operating fund balance (net cash resources) for its food service account of no more than three months of operating expenses. This form should be used by a CE to describe its plan for reducing an excessive operating fund balance for its food service account. A CE that does not have an excessive fund balance does not need to complete this form.

Determining If a CE Needs to Submit This Form

To determine if there is an excessive operating fund balance (net cash resources) for its food service account, the CE must

1. calculate its average monthly expenses,
2. multiple that average by 3, and
3. compare the resulting amount to the operating funds (net cash resources) on hand.

The following TDA forms provide monthly and yearly cumulative totals for program expenses and income that can be used to help a CE determine its average monthly expenses.

- Budget Tool

| Use This Form | |
|----------------------|--|
| Frequency | As needed |
| Required Form Format | Use this form. |
| Record Retention | Send form to TDA and retain a copy with the CE's financial documents. Public and charter schools are required to keep documentation related to school nutrition programs for 5 years. Private schools, other nonprofit organizations, and residential childcare institutions (RCCIs) are required to keep documentation for 3 years. |

BOARD OF TRUSTEES BUSINESS

Board Agenda Item

| | | | |
|--|--|--------------------------------------|---------------------|
| TITLE | First Reading of Texas Association of School Boards (TASB) Localized Policy Manual Update 117 Affecting Local Policies: | Date Requested | 07/21/2021 |
| Requested By: | | Approximate Time | 10 minutes |
| Division Approval: | | Action Needed: | No |
| Action Requested: | N/A | Information Only: | Yes |
| People Participating In Presentation: | Dr. Vijil | Who Has Been Involved: | TASB Policy Service |
| How Will It Benefit the District's Mission/Goals? | N/A | How Will Request Be Financed? | N/A |
| | | Cost to District: | |

Local Policies affected by Update 117

CH – Purchasing and Acquisitions

CV – Facilities Construction

DEC – Compensation and Benefits: Leaves and Absences

Explanatory Notes

TASB Localized Policy Manual Update 117

Fabens ISD

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Administrative Code provisions amended effective January 5, 2021, address program performance regarding certain special student populations. The rules address supervision and monitoring reviews and require the commissioner to assign districts an annual determination level based on performance of the special student populations.

BBC(LEGAL)

BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

We have streamlined the reference to CH(LEGAL) regarding board member removal for purchasing violations.

BBD(EXHIBIT)

BOARD MEMBERS: TRAINING AND ORIENTATION

As approved by the State Board of Education in November 2020, the Framework for School Board Development has been extensively revised.

BJCE(LEGAL)

SUPERINTENDENT: SUSPENSION/TERMINATION DURING CONTRACT

Changes to this legally referenced policy on suspension of the superintendent without pay and termination during the contract term were prompted by Administrative Code revisions effective January 11, 2021.

C(LEGAL)

BUSINESS AND SUPPORT SERVICES

The C Section table of contents has been revised to rename CHE to Vendor Disclosures and Contracts.

CBB(LEGAL)

STATE AND FEDERAL REVENUE SOURCES: FEDERAL

The federal Department of Education issued correcting amendments to the Uniform Guidance for Grants and Agreements, effective February 22, 2021, resulting in a change to the provisions on cooperative purchasing in this legally referenced policy. Citations have also been updated.

CH(LEGAL)

PURCHASING AND ACQUISITION

Update 117 includes a reorganization of the purchasing and facilities construction legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material;
- Added existing provisions on site-based purchasing;
- Reordered and adjusted provisions for clarity and to better match statutory wording;
- Moved to CHE(LEGAL) provisions on required vendor disclosures and contract provisions and lobbying restrictions; and
- Moved detailed provisions on competitive bidding to CVA(LEGAL).

Provisions on purchasing recycled products were added from new Administrative Code rules, effective July 2, 2020.

CH(LOCAL)

PURCHASING AND ACQUISITION

The major winter storms earlier this year caused extensive damage to many district facilities. Based on district requests for additional flexibility in such emergency circumstances, we recommend a new provision delegating authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district if

Explanatory Notes

TASB Localized Policy Manual Update 117

Fabens ISD

emergency replacement, construction, or repair is necessary for the health and safety of district students and staff. The superintendent must report to the board any contracts made under the delegated authority at the next regular meeting.

The recommended text also clarifies that the delegation *does not* permit the superintendent to act under Education Code 44.031(h) to make purchases without following normal competitive purchasing requirements; the board must take action to waive any Chapter 44 provisions in accordance with law.

The recommended delegation provision is optional. Please carefully review the new text to ensure it aligns with the district's practices and contact the district's policy consultant if your district does not wish to add this provision or has other revisions.

TASB Legal Services' eSource article [Emergency Management for Texas Public Schools](#) provides additional information on purchasing in emergency situations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

CHE(LEGAL)

PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

This legally referenced policy has been reorganized to focus on required vendor disclosures and contract provisions. This material has been moved from CH(LEGAL).

In addition, we have:

- Included references to other pertinent codes and deleted material duplicated at other policy codes; and
- Reordered and adjusted provisions for clarity and to better match statutory wording.

CL(LEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT

New Administrative Code rules, effective July 2, 2020, prompted revisions to provisions on recycling programs.

Provisions on pool sanitation and safety standards have been streamlined to refer to the relevant legal guidance.

CV(LEGAL)

FACILITIES CONSTRUCTION

Update 117 includes a reorganization of the purchasing- and construction-related legally referenced policies in the CH and CV series.

As part of the reorganization, we have:

- Added cross-references to other pertinent policy codes to eliminate duplicated material; and
- Reordered and adjusted provisions for flow and to better match statutory wording.

CV(LOCAL)

FACILITIES CONSTRUCTION

For ease of reference and to align with recommended changes at CH(LOCAL) on delegation to the superintendent for emergency contracting, Policy Service recommends adding a Note referring to CH(LOCAL) for those provisions.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Explanatory Notes

TASB Localized Policy Manual Update 117

Fabens ISD

CVA(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE BIDDING

Provisions on identical, competitive bids have been moved from CH(LEGAL). In addition, a provision on making bid evaluations public has been moved to this policy from CV(LEGAL). Other revisions are to delete material duplicated at other policy codes and adjust language for clarity and to better match statutory wording.

CVB(LEGAL)

FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVC(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AGENT

Additional detail has been added regarding the construction manager-agent method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVD(LEGAL)

FACILITIES CONSTRUCTION: CONSTRUCTION MANAGER-AT-RISK

Additional detail has been added regarding the construction manager-at-risk method. A cross-reference has been added to procurement processes included at other policy codes, and duplicated material has been deleted. Other revisions are to adjust language for clarity and to better match statutory wording.

CVE(LEGAL)

FACILITIES CONSTRUCTION: DESIGN-BUILD

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

CVF(LEGAL)

FACILITIES CONSTRUCTION: JOB ORDER CONTRACTS

A cross-reference has been added to procurement processes included at other policy codes, duplicated material has been deleted, and provisions have been reordered for flow. Other revisions are to adjust language for clarity and to better match statutory wording.

DEC(LOCAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

The events of the past year have highlighted the need for additional flexibility regarding administration of leave. TASB Policy, Legal, and HR Services collaborated on the recommended revisions to this policy, which remove administrative details not required to be in board policy and that may be more appropriately addressed elsewhere, such as in the employee handbook.

To support the removal of these administrative details, a new paragraph directs the superintendent to develop administrative regulations to implement the policy. [Remember that BJA(LOCAL) permits the superintendent to delegate this responsibility as appropriate.] In addition, TASB HR Services has:

- Created a corresponding [Framework for Developing Leaves and Absences Procedures](#), with prompts and placeholders for administrative decisions; and
- Revised the 2021–22 *Model Employee Handbook* to address administrative provisions removed from the policy.

Other changes include:

- Adding a definition of *school year* that aligns with terminology in the TASB sample contracts and that provides context for references to the term elsewhere in the policy.

Explanatory Notes

TASB Localized Policy Manual Update 117

Fabens ISD

- Relocating provisions on concurrent use of leave and compensatory time to the sections addressing temporary disability leave and family and medical leave.
- Streamlining of family and medical leave provisions to eliminate information not necessary in board-adopted policy.
- Adding a clear statement to reflect that the district does not permit paid leave offset in conjunction with workers' compensation benefits.
- Revising terminology from *reimbursement* to *payment* for unused leave to reflect that employees are receiving payment for days of accumulated leave upon retirement.

New recommended provisions on state personal leave clarify that the district will also consider how the duration of the requested absence affects the educational program and district operations.

The *Legal Issues in Update 117* memo describes common legal concerns and best practices specific to [this policy topic](#).

Please note: We have retained the district's unique provisions distinguishing between the payments the district is making for accumulated leave to eligible employees who retire on or before August 31 of this year and the eligibility criteria and payments applicable to employees who retire after that date. Please contact your policy consultant for appropriate revisions after the current payment program has expired.

EHAA(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New Administrative Code rules address the requirement for districts to provide instruction in positive character traits, which can be met through a stand-alone course or by integrating the TEKS into other courses. The rules address the frequency of instruction by grade bands and are effective for the 2021–22 school year.

EHBA(LEGAL)

SPECIAL PROGRAMS: SPECIAL EDUCATION

Revised Administrative Code rules, effective March 14, 2021, address various special education provisions and:

- Provide more detail on instructional arrangements;
- Include a definition of *regular school day* for the purpose of determining the instructional arrangement; and
- Update citations to funding statutes.

EHBAA(LEGAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Provisions on a district's obligation to refer for evaluation and the definition of a *child with a disability* have been updated based on revised Administrative Code rules, effective March 14, 2021. Other changes are to better reflect statute.

EHBAB(LEGAL)

SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

As a result of revised Administrative Code rules effective March 14, 2021, we have updated text regarding establishment of the admission, review, and dismissal (ARD) committee and added a provision addressing a district's overall responsibility for all of the functions of the IEP team and ARD committee. Citations have also been updated.

Explanatory Notes

TASB Localized Policy Manual Update 117

Fabens ISD

EHBAC(LEGAL) SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

From revised Administrative Code rules effective March 14, 2021, we have added a provision requiring the district to notify TEA within 30 calendar days of an ARD committee's decision to place a student in a residential education program.

EHBAD(LEGAL) SPECIAL EDUCATION: TRANSITION SERVICES

Revised Administrative Code rules, effective March 14, 2021, prompted a revision to the graduation provisions and updates to cites throughout this legally referenced policy.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Revisions regarding approval of an optional flexible school day program are from revised Administrative Code rules, effective December 6, 2020.

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

Details have been added on the graduation of students receiving special education services who entered grade nine after the 2014–15 school year. The changes come from revised Administrative Code rules effective March 14, 2021.

In addition, we have replaced detailed provisions on graduation of students receiving special education services who entered grade nine before the 2014–15 school year with a reference to the relevant Administrative Code provision. Citations have been updated throughout.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

In accordance with House Bill 3906 (86th Legislative Session) and effective September 1, 2021, the reference to the separate writing assessment in grades 4 and 7 has been removed.

EL(LEGAL) CAMPUS OR PROGRAM CHARTERS

We have added provisions that a district is entitled to additional state aid if the district was under contract during the 2017–18 school year or is under renewal of such a contract to jointly operate a campus or campus program under Education Code 11.157 (Contracts for Educational Services). Details may be found in revised Administrative Code rules, effective March 30, 2021.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

New Administrative Code rules, effective February 18, 2021, address maintenance and administration of unassigned asthma medication for districts that choose to implement such a program. Contact your policy consultant if your district has a program but lacks local policy provisions.

See FFAC in the [TASB Regulations Resource Manual](#).

Update 117 Local Policy Overview

May 4, 2021

Introduction

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

While not covered in this publication, many of the (LEGAL) policies included in this update were affected by recent changes to Administrative Code rules or legislation from the 86th Legislative Session that is now in effect.

The 87th Legislative Session is scheduled to end May 31, 2021. Once the June 20 deadline for the governor to sign legislation passes, Policy Service will begin developing policy recommendations that will appear in Update 118, which is scheduled for release in the fall.

TASB Numbered Update Reminders

You should also review your own district's customized Update 117 materials for your specific policy recommendations. Please remember that (LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.

CH: Purchasing and Acquisition and

CV: Facilities Construction

The major winter storms earlier this year caused extensive damage to many district facilities. Existing law permits districts to delegate authority to the superintendent to contract for the replacement, construction, or repair of equipment or facilities in the event of a catastrophe, emergency, or natural disaster affecting the district. The superintendent would be able to exercise this authority only if the replacement or repair is necessary for the health and safety of students and staff.

The recommended text at CH(LOCAL) provides this delegation in policy and requires the superintendent to report to the board any contracts made under the delegated authority at the next board meeting. The text also clarifies that the delegation does not permit the superintendent to suspend any

competitive purchasing requirements. As permitted by law, the board would still need to take action to waive competitive purchasing requirements.

At policy CV(LOCAL) we have included a cross-reference to CH(LOCAL) for the emergency delegation text.

Keep in mind that this is an optional delegation that provides flexibility to the district in the event of an emergency, catastrophe, or natural disaster. If the board does not wish to delegate this emergency contracting authority, please contact your policy consultant.

DEC: Compensation and Benefits, Leaves and Absences

DEC(LOCAL) is the policy that governs the district's practices related to leaves and absences. It includes information on whether the district provides local leave, limits on the use of leave, and when concurrent use of leave and compensatory time is required.

TASB Policy Service collaborated with TASB Legal and HR Services in developing the recommended revisions to DEC(LOCAL), which remove administrative details that are not necessary to include in board policy. Many of the removed provisions can be addressed in the employee handbook or in administrative procedures. TASB HR Services has revised its Model Employee Handbook and developed a separate procedural framework to assist districts in documenting these administrative details. The superintendent and designated policy contact can access these resources through their myTASB account. A link is provided in the Update 117 explanatory notes included in the update.

Some of the notable changes to DEC(LOCAL) include:

- We moved provisions related to concurrent use of leave and compensatory time to the sections of the policy addressing temporary disability leave and, if applicable to the district, family medical leave.
- We added a provision that classifies use of state or local leave taken within the first year after a child's birth, adoption, or foster placement as nondiscretionary use of leave. When leave is used for this purpose, it would not be subjected to any limits on duration of leave that are in place when leave is used for a discretionary purpose.
- And we revised provisions addressing requests for discretionary use of leave to permit the district to consider how the duration of the requested absence affects the educational program and district operations.

Given the substantial number of revisions to this policy, we recommend that you closely review the customized explanatory notes to better understand the changes made to your specific DEC(LOCAL).

Thank You!

That covers the local policies in Update 117 for most districts. We hope you find this overview helpful. Should you have any questions or want further clarification, please feel free to contact your assigned policy consultant at the [TASB Policy Service website](https://policy.tasb.org).¹

¹ TASB Policy Service: <https://policy.tasb.org>



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

Note: While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

| | | |
|-----------------|--|--|
| Contact: | School Districts and Education Service Centers | Community Colleges |
| | policy.service@tasb.org | colleges@tasb.org |
| | 800.580.7529 512.467.0222 | 800.580.1488 512.467.3689 |

PURCHASING AND ACQUISITION

CH
(LOCAL)

**Purchasing
Authority**

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services and to exercise the purchase option addressed in a lease-purchase agreement. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

**Exception for
Emergency
Contracts**

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

**Purchasing
Procedures**

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

Purchasing Method

The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

**Competitive
Bidding**

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.

The District may reject any and all bids in accordance with state or federal law, as applicable.

**Competitive
Sealed Proposals**

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time

PURCHASING AND ACQUISITION

CH
(LOCAL)

shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or
Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

**Prohibition
Regarding
Substantial Interest**

The District shall not do business with any business entity in which any Board member, or any person related to a Board member within the first or second degree of consanguinity or affinity, has a substantial interest as defined by state law. [See DBE]

Exceptions

The Board may approve an exception to this prohibition if the Board determines that the business entity:

1. After a full competitive solicitation, offers the best value to the District; or
2. Is the sole-source provider for a product or service.

Any business to be conducted by the District with a business entity under this exception must be approved by the Board, regardless of the amount of the transaction. Under no circumstances shall any District administrator be authorized to do business or enter into any contract on behalf of the District with any business under this exception without prior Board approval of the specific transaction.

This local prohibition related to substantial interest shall not apply to any business entity with which the District has a continuous and ongoing vendor/purchaser relationship for at least six months prior to the date the Board member involved is elected or appointed to the Board. Nevertheless, all Board members shall be subject to the requirements of state law regarding substantial interest. [See BBFA]

[See also CV]

**Responsibility for
Debts**

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy,

PURCHASING AND ACQUISITION

CH
(LOCAL)

and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

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

FACILITIES CONSTRUCTION

CV
(LOCAL)

**Compliance with
Law**

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

**Construction
Contracts**

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

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

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

**Prohibition Related
to Substantial
Interest**

The District shall not do business with any business entity in which any Board member, or any person related to a Board member within the first or second degree of consanguinity or affinity, has a substantial interest as defined by state law. [See DCE]

Exceptions

The Board may approve an exception to this prohibition if the Board determines that the business entity:

1. After a full competitive solicitation, offers the best value to the District; or
2. Is the sole-source provider for a product or service.

Any business to be conducted by the District with a business entity under this exception must be approved by the Board, regardless of the amount of the transaction. Under no circumstances shall any District administrator be authorized to do business or enter into any contract on behalf of the District with any business under this exception without prior Board approval of the specific transaction.

This local prohibition related to substantial interest shall not apply to any business entity with which the District has a continuous and ongoing vendor/purchaser relationship for at least six months prior to the date the Board member involved is elected to the Board.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Nevertheless, all Board members shall be subject to the requirements of state law regarding substantial interest. [See BBFA]

[See also CH]

Change Orders

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

Project Administration

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

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

Final Payment

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

**Leave
Administration**

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

Definitions

The term "immediate family" is defined as:

Immediate Family

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

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

Family Emergency

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

Leave Day

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

School Year

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

**Catastrophic Illness
or Injury**

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

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

Availability

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

State Deductions

~~Leave without Pay~~

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

Leave Proration

~~Employed for
Less Than Full
Year~~

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

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

Recording

~~Leave shall be recorded as follows:~~

- ~~1. For exempt positions, leave shall be recorded in half-day increments.~~
- ~~2. For nonexempt positions, leave shall be recorded in one-hour increments.~~
- ~~3. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

Order of Use

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

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

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

**Concurrent Use of
Leave**

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~Temporary disability leave shall apply after all paid leave and compensatory time is exhausted, and all shall run concurrently with FMLA leave.~~

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

Medical Certification

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

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

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

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

State Personal Leave

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

**Nondiscretionary
Use**

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

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

Discretionary Use

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~Limitations~~

Request for
Leave

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

~~Duration of
Leave~~

During the regular instructional school year, discretionary use of state personal leave shall not exceed three consecutive workdays.

Local Leave

~~Each~~All full-time ~~employee~~employees shall earn five paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate to a maximum of 50 leave days.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Sick Leave Pool

A full-time employee who has exhausted all paid leave ~~as well as any applicable compensatory time~~, has been absent at least five workdays without pay, and suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate ~~only~~ local leave for use by the eligible employee.

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

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

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

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

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

| | |
|---|---|
| | 4. The return of unused days to donors. |
| Appeal | An employee may appeal a decision All decisions regarding the establishment or implementation of the District's sick leave pool may be appealed in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator designee . |
| Family and Medical Leave | FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable. Note: See DECA(LEGAL) for provisions addressing FMLA. |
| Twelve-Month Period | For purposes of an employee's entitlement to FMLA leave, the 12-month period shall begin on the first duty day of the school year. |
| Combined Leave for Spouses | When If both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)] |
| Intermittent or Reduced Schedule Leave | The District shall permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. [See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.] |
| Certification of Leave | When If an employee requests leave, the employee shall provide certification, in accordance with as required by FMLA regulations, of the need for leave. [See DECA(LEGAL)] |
| Fitness-for-Duty Certification | In accordance with administrative regulations, when If an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice. |
| Leave at the End -of -Semester Leave | When If a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester. [See DECA(LEGAL), Leave at the End of a Semester] |
| Failure to Return | |

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

~~If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]~~

Temporary Disability Leave

Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]

An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent ~~or designee~~ as a request for temporary disability leave.

Temporary disability leave shall apply after all paid leave and any applicable compensatory time are exhausted, and all shall run concurrently with FMLA leave.

Workers' Compensation

Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. ~~[See CRD(LOCAL) regarding payment of insurance contribution during employee absences.]~~

An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.

No Paid Leave Offset

The District shall not permit the option ~~An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

~~An employee eligible~~ for paid leave offset in conjunction with workers' compensation income benefits. [See CRE], ~~and not on assault leave, may elect in writing to use paid leave.~~

Court Appearances

Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.

Payment Reimbursement for Accumulated Leave Upon Retirement

The following ~~leave~~ provisions shall apply to leave ~~accumulated~~ ~~earned~~ beginning on the original effective date of this program.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Only employees whose employment with the District began before June 30, 2019, shall be eligible for this ~~payment~~~~reimbursement~~ program.

Retirement ~~On~~ or
Before August 31,
2021

An eligible employee who retires from the District on or before August 31, 2021, shall ~~receive payment~~~~be reimbursed~~ for ~~accumulated~~ state and local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least ~~90-business~~ days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least five years of service with the District.

The employee shall ~~receive payment~~~~be reimbursed~~ for each ~~unused~~ day of ~~accumulated~~ state and local leave, to a maximum of 50 days or \$10,000, whichever is less. The rate of ~~payment~~~~reimbursement~~ for each ~~day of accumulated~~~~unused~~ leave ~~day~~ shall be equal to the employee's daily rate of pay at the time of retirement, based on contract salary or hourly rate, as ~~applicable~~. ~~appropriate~~.

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

Retirement After
August 31, 2021

An eligible employee who retires from the District after August 31, 2021, shall ~~receive payment~~~~be reimbursed~~ for ~~accumulated~~ local leave under the following conditions:

1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.
2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 ~~business~~ days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.
3. The employee has at least ten years of service with the District.

The employee shall ~~receive payment~~~~be reimbursed~~ for each ~~unused~~ day of ~~accumulated~~ local leave, to a maximum of 50 days or \$10,000, whichever is less. The rate of ~~payment~~~~reimbursement~~ for each ~~day of accumulated~~~~unused~~ local leave ~~day~~ shall be equal to

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

50 percent of the employee's daily rate of pay at the time of retirement, based on contract salary or hourly rate, as applicable. ~~appropriate.~~

If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

| | | | |
|--|---|--------------------------------------|---|
| TITLE | Adoption of Fabens ISD 2021 – 2022 Budget | Date Requested | 8/25/2021 |
| Requested By: | Mr. Martin Torres | Approximate Time | 15 minutes |
| Division Approval: | | Action Needed: | Yes |
| Action Requested: | The administration recommends the Board approve the 2021 -2022 Fabens ISD Budget as presented in the community meeting prior to our Regular Meeting | Information Only: | No |
| People Participating In Presentation: | Mr. Martin Torres | Who Has Been Involved: | Mr. Martin Torres Campus/Dept. Administration |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

The 2021 – 2022 budget will have been presented during our community meeting at 6:00 PM

Budget Adoption 2021 - 2022 August 25, 2021



2021-2022 Compensation Review TASB

2% Increase from Mid Point

Model 1

The following pages include a summary cost estimate and proposed teacher hiring schedule for **Model 1**. Proposed pay plans for exempt and nonexempt pay groups are at the end of the document.

- Teachers receive a 2.0 percent of market general pay increase (GPI), equal to a \$1,150 increase per continuing teacher
- Additional adjustments to teacher hiring schedule in years 21 through 25 because the general pay increase is less than the experience differential between those years
- Other pay groups, including administrative/professional, clerical/paraprofessional, and auxiliary, receive a 2.0 percent of midpoint GPI

| | Total Staff | Count of Increases | Cost Increase | Percent of Current Costs | 2020-2021 Current Costs |
|---|-------------|--------------------|------------------|--------------------------|-------------------------|
| Teachers, Librarians, and Nurses (RN) | | | | | |
| \$51,900 starting salary | 159 | | \$189,033 | | \$9,243,717 |
| ^{1a} 2.0% general pay increase (\$1,150) | 159 | 159 | \$184,691 | 2.0% | |
| Adjustments to years 21-25 | | 21 | \$4,343 | 0.0% | |
| Professional/Administration | 35 | | \$69,090 | | \$2,752,355 |
| ^{1a} 2.0% of pay range midpoint increase | | 34 | \$55,119 | 2.0% | |
| Teacher pay equity adjustments | | 2 | \$10,129 | 0.4% | |
| Targeted adjustment | | 5 | \$3,842 | 0.1% | |
| Clerical/Paraprofessional | 64 | | \$27,135 | | \$1,704,645 |
| ^{1a} 2.0% of pay range midpoint increase | | 62 | \$14,711 | 2.0% | |
| Placement scale adjustments | | 13 | \$9,436 | 0.6% | |
| Targeted adjustment 2 | | 9 | \$2,984 | 0.2% | |
| Auxiliary | 91 | | \$62,432 | | \$1,634,360 |
| ^{1a} 2.0% of pay range midpoint increase | | 89 | \$35,154 | 2.2% | |
| Adjustments to 1.0% above pay range minimum | | 8 | \$5,713 | 0.3% | |
| Placement scale adjustments | | 38 | \$20,189 | 1.2% | |
| Targeted adjustment | | 3 | \$1,176 | 0.1% | |
| Subtotal - General Pay Increase | 349 | 344 | \$309,679 | 2.0% | |
| Subtotal - Implementation/Equity Adjustments | 99 | | \$58,012 | 0.4% | |
| Total Cost Estimate | | | \$367,690 | 2.4% | \$15,335,077 |

Footnotes:

^{1a} Pay increases were not applied to employees at or above the maximum rate.

^{1b} Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

This page include a summary estimate and proposed 2% Increase from Mid Point, and estimate cost increase of **\$367,690** to the Payroll Budget

3% Increase from Mid Point

Model 2

The following pages include a summary cost estimate and proposed teacher hiring schedule for **Model 2**. Proposed pay plans for exempt and nonexempt pay groups are at the end of the document.

- Teachers receive a 3.0 percent of market general pay increase (GPI), equal to a \$1,700 increase per continuing teacher
- Other pay groups, including administrative/professional, clerical/paraprofessional, and auxiliary, receive a 3.0 percent of midpoint GPI

| | Total Staff | Count of Increases | Cost Increase | Percent of Current Costs | 2020-2021 Current Costs |
|---|-------------|--------------------|------------------|--------------------------|-------------------------|
| Teachers, Librarians, and Nurses (RN) | | | | | |
| \$51,900 starting salary | 159 | | \$274,291 | | \$9,243,717 |
| ^{1a} 3.0% general pay increase (\$1,700) | | 159 | \$273,012 | 3.0% | |
| Hiring schedule equity adjustments | | 4 | \$1,279 | 0.0% | |
| Professional/Administration | 35 | | \$95,659 | | \$2,752,355 |
| ^{1a} 3.0% of pay range midpoint increase | | 34 | \$82,599 | 3.0% | |
| Teacher pay equity adjustments | | 2 | \$9,218 | 0.3% | |
| Targeted adjustment | | 5 | \$3,842 | 0.1% | |
| Clerical/Paraprofessional | 64 | | \$60,558 | | \$1,704,645 |
| ^{1a} 3.0% of pay range midpoint increase | | 62 | \$51,744 | 3.0% | |
| Placement scale adjustments | | 8 | \$6,428 | 0.4% | |
| Targeted adjustment | | 7 | \$2,386 | 0.1% | |
| Auxiliary | 91 | | \$73,525 | | \$1,634,360 |
| ^{1a} 3.0% of pay range midpoint increase | | 89 | \$51,832 | 3.2% | |
| Adjustments to 1.0% above pay range minimum | | 8 | \$4,905 | 0.3% | |
| Placement scale adjustments | | 33 | \$15,612 | 1.0% | |
| Targeted adjustment | | 3 | \$1,176 | 0.1% | |
| Subtotal - General Pay Increase | 349 | 344 | \$459,187 | 3.0% | |
| Subtotal - Implementation/Equity Adjustments | 70 | | \$44,846 | 0.3% | |
| Total Cost Estimate | | | \$504,034 | 3.3% | \$15,335,077 |

Footnotes:

^{1a} Pay increases were not applied to employees at or above the maximum rate.

^{1b} Pay increases were applied to all employees and itemized separately for employees at or above the maximum rate.

This page include a summary estimate and proposed 3% Increase from Mid Point, and estimate cost increase of **\$504,034** to the Payroll Budget



EMPLOYEE ONE-TIME RETENTION STIPEND FY 2021 - 2022

| EMPLOYEE ONE-TIME RETENTION STIPEND | | | |
|--|---|---------------|---------------------|
| Description | | Total | Fund Balance Impact |
| Full Time Employees One-Time Retention Stipend - \$2,000 | 330 Active Full Time Employees - \$660,000.00 | \$ 660,000.00 | \$ 0 |
| Part Time Employees One-Time Retention Stipend - \$1,000 | 30 Active Part Time Employees - \$30,000.00 | \$ 30,000.00 | \$ 0 |
| Active Substitute Employees One-Time Retention Stipend - \$500 | 30 Active Substitutes - \$15,000.00 | \$ 15,000.00 | \$ 0 |

An Employee One Time Retention Stipend will be incorporated in the 2021-2022 Employee Compensation Package. Eligible employees shall receive a lump sum payment of: \$2,000.00 Full Time Employees; \$1,000.00 Part Time Employees; \$500.00 Active Substitute Employees, less applicable taxes and deductions.

Eligible District Employees: 333 as of August 13, 2021 Payroll Run

Current Fabens ISD Employees. Full Time Employees, Part Time and Substitutes must meet the Payroll Cut-off Dates to Qualified for the Retention Stipend.

Active Full Time Employees who worked September 1, 2021 to November 27, 2021 (First Retention Stipend \$1,000 Pay Date 12/15/21)
 Active Full Time Employees who worked November 28, 2021 to June 18, 2022 (Second Retention Stipend \$1,000 Pay Date 6/30/22)


Active Part Time Employees who worked September 1, 2021 to November 27, 2021 (First Retention Stipend \$500 Pay Date 12/15/21)
 Active Part Time Employees who worked November 28, 2021 to June 18, 2022 (Second Retention Stipend \$500 Pay Date 6/30/22)

Active Substitutes who worked September 1, 2021 to November 27, 2021 (First Retention Stipend \$250 Pay Date 12/15/21)
 Active Part Time Employees who worked November 28, 2021 to June 18, 2022 (Second Retention Stipend \$250 Pay Date 6/30/22)

IMPORTANT: The Retention Stipend cost has not been incorporated into the FY 21-22 budget; Stipend pay out is contingent on District's financial capacity. And ESSER III Available Budget. (Contract District Employees don't qualified for the Retention Stipend)

Proposed Pay Out Timeline are December 15, 2021 and June 30, 2022
 Total Retention Stipend = \$720,000 (Budget for 390 Employees)
 * Staffing changes have not been finalized and amounts subject to change

Request to Adopt 2022 Budget as presented in
public hearing

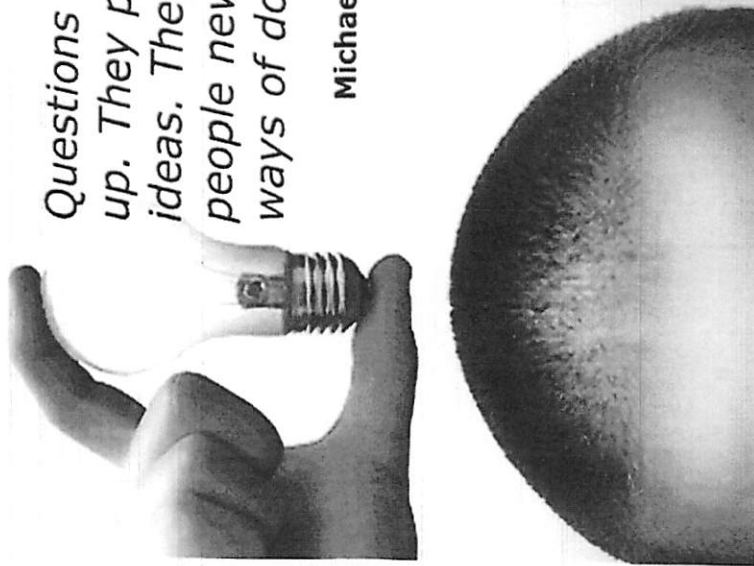
| FABENS ISD PROPOSED BUDGET FY 21-22 BUDGET ALLOCATION BY FUNCTION | | | | | |  | |
|--|-------------------------------|----------------------|---------------------|---------------------|------------------------------------|---|-----------------|
| Revenue | | General Fund | Food Service | Debt Service | 2021-2022 Total Proposed Budget | | |
| 57 | Local Revenues | \$ 2,288,000 | \$ 30,000 | \$ 602,936 | \$ 2,920,936 | \$ | 87,880 |
| 58 | State Revenues | 18,753,297 | 8,500 | 1,562,000 | 20,323,797 | | 33,952 |
| 59 | Federal Revenues | 385,000 | 1,311,845 | - | 1,696,845 | | 38,115 |
| | TRS On Behalf | 1,340,000 | - | - | 1,340,000 | | 771 |
| | Transfer In From General Fund | - | - | - | - | | (189,171) |
| | Total Revenue | \$ 22,766,297 | \$ 1,350,345 | \$ 2,164,936 | \$ 26,281,578 | \$ | (28,453) |

| Function | Description of Function | General Fund | Food Service | Debt Service | 2021-2022 Proposed Budget | Diff |
|----------|--|----------------------|---------------------|---------------------|------------------------------|--------------------|
| 11 | Instruction | 13,500,000 | - | - | 13,500,000 | 142,318 |
| 12 | Instructional Resources and Media Services | 295,250 | - | - | 295,250 | 4 |
| 13 | Curriculum & Instructional Staff Development | 215,000 | - | - | 215,000 | 797 |
| 21 | Instructional Leadership | 204,000 | - | - | 204,000 | (902) |
| 23 | School Leadership | 1,400,000 | - | - | 1,400,000 | (40,064) |
| 31 | Guidance, Counseling & Evaluation Services | 890,000 | - | - | 890,000 | (6,252) |
| 32 | Social Worker Services | 32,000 | - | - | 32,000 | (7,131) |
| 33 | Health Services | 300,000 | - | - | 300,000 | (18,000) |
| 34 | Student Transportation | 465,752 | - | - | 465,752 | (10,000) |
| 35 | Food Services | 30,000 | 1,334,345 | - | 1,364,345 | 29,659 |
| 36 | Extracurricular Activities | 827,199 | - | - | 827,199 | (1,500) |
| 41 | General Administration | 1,284,036 | - | - | 1,284,036 | (46,054) |
| 51 | Facilities Maintenance and Operations | 2,613,664 | 16,000 | - | 2,629,664 | (68,346) |
| 52 | Security and Monitoring Services | 304,567 | - | - | 304,567 | 3,000 |
| 53 | Data Processing Services | 223,809 | - | - | 223,809 | (24,266) |
| 61 | Community Services | 41,020 | - | - | 41,020 | - |
| 71 | Debt Service | - | - | 2,164,936 | 2,164,936 | (73,567) |
| 81 | Facilities Acquisition & Construction | 100,000 | - | - | 100,000 | 87,850 |
| 99 | Other Intergovernmental Charges | 40,000 | - | - | 40,000 | 4,000 |
| | Budget Totals | \$ 22,766,297 | \$ 1,350,345 | \$ 2,164,936 | \$ 26,281,578 | \$ (28,454) |

| | | | | | | |
|----------------------------------|---|---|---|----|---|---|
| Use of Fund Balance | - | - | - | \$ | - | 1 |
| Revenues Over/Under Expenditures | - | - | - | \$ | - | - |

*Questions wake people
up. They prompt new
ideas. They show
people new places, new
ways of doing things.*

Michael Marquardt



FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

| | | | |
|--|---|--|------------|
| TITLE | Adoption of Fabens ISD 2021 – 2022 Tax Rate | Date Requested | 5/25/2021 |
| Requested By: | Mr. Martin Torres | Approximate Time | 15 minutes |
| Division Approval: | | Action Needed: | Yes |
| Action Requested: | The administration recommends the Board approve the 2021 -2022 Fabens ISD Tax Rate as presented in the community meeting prior to our Regular Meeting | Information Only: | No |
| People Participating In Presentation: | Mr. Martin Torres | Who Has Been Involved: | Mr. Torres |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

The 2021 – 2022 Tax Rate will have been presented during our community meeting at 6:00 PM



Tax Rate Adoption 2021 - 2022 August 25, 2021

NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The Fabens Independent School District will hold a public meeting at 6:00 p.m. Wednesday, August 25, 2021 in the Central Office Board Room, 821 NE C Avenue, Fabens, Texas 79838. The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.

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

Maintenance Tax \$1.029500/\$1.00 (Proposed rate for maintenance and operations)
School Debt Service Tax \$0.303090/\$1.00 (Proposed rate to pay bonded indebtedness)
Approved by Local Voters

Comparison of Proposed Budget with Last Year's Budget

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

| | |
|----------------------------|----------------|
| Maintenance and Operations | 2.00% Increase |
| Debt Service | 0.31% Decrease |
| Total Expenditures | 2.00% Increase |

Total Appraised Value and Total Taxable Value (as calculated under Section 26.04, tax Code)

| | Preceding Tax Year | Current Tax Year |
|---|--------------------|------------------|
| Total appraised value* of all property | \$ 317,057,892 | \$ 320,009,345 |
| Total appraised value** of new property** | \$ 1,179,114 | \$ 2,776,147 |
| Total taxable value*** of all property | \$ 327,180,000* | \$ 334,328,526 |
| Total taxable value*** of new property** | \$ 1,117,985 | \$ 2,562,302 |

* Appraised value is the amount shown on the appraisal roll and delinquent Section 1.140B Tax Code.
 ** New property is defined by Section 26.01(2) Tax Code.
 *** Taxable value is defined by Section 1.04(1)(b) Tax Code.

Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness: \$24,122,000
 * Outstanding principal

Comparison of Proposed Rates with Last Year's Rates

| | Maintenance & Operations | Interest & Sinking Fund* | Total | Local Revenue Per Student | State Revenue Per Student |
|---|-----------------------------|--------------------------------|-------------|---------------------------------|---------------------------------|
| Last Year's Rate | \$ 1.054700 | \$ 0.280800* | \$ 1.335500 | \$ 1.351 | \$ 10.832 |
| Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service | \$ 1.083800 | \$ 0.355600* | \$ 1.439400 | \$ 1.556 | \$ 10.692 |
| Proposed Rate | \$ 1.029500 | \$ 0.303090* | \$ 1.332590 | \$ 1.458 | \$ 10.865 |

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

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

| | Last Year | This Year |
|-------------------------------------|-------------|-------------|
| Average Market Value of Residences | \$ 75,839 | \$ 81,575 |
| Average Taxable Value of Residences | \$ 50,839 | \$ 54,748 |
| Proposed Rate per \$100 Value | \$ 1.335500 | \$ 1.332590 |
| Taxes Due on Average Residence | \$ 6.78 99 | \$ 6.92 13 |
| Exemption (Exemption in Taxes) | \$ 0 | \$ 0 |

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

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is \$1.332590. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of \$1.332590.

Fund Balances

The following estimated balances will remain at the end of the current fiscal year and are not anticipated to be offset by a corresponding debt obligation, and estimated funds necessary for operating the district before receipt of the first state aid payment.

| | |
|--|--------------|
| Maintenance and Operations Fund Balance(s) | \$ 7,905,551 |
| Interest & Sinking Fund Balance(s) | \$ 0 |

A surplus of approximately \$7,905,551 is available for the purpose of paying the district's debt service.

Request to Adopt 2022 Tax Rate as presented in public hearing


50-280 (Rev. 8-19-5) (Back)

Comparison of Proposed Rates with Last Year's Rates

| | Maintenance & Operations | Interest & Sinking Fund* | Total | Local Revenue Per Student | State Revenue Per Student |
|---|-----------------------------|-----------------------------|------------|------------------------------|------------------------------|
| Last Year's Rate | \$ 1.0547 | \$ 0.2808 * | \$ 1.3355 | \$ 1.351 | \$ 10.832 |
| Rate to Maintain Same Level of Maintenance & Operations Revenue & Pay Debt Service | \$ 1.08389 | \$ 0.35568 * | \$ 1.43957 | \$ 1.556 | \$ 10.692 |
| Proposed Rate | \$ 1.0295 | \$ 0.30309 * | \$ 1.33259 | \$ 1.458 | \$ 10.865 |

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

Notice of Voter-Approval Rate: The highest tax rate the district can adopt before requiring voter approval at an election is 1.33259 . This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of 1.33259 .

Do you have
any
Questions? 

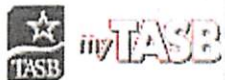
FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

| | | | |
|--|--|--------------------------------------|----------------|
| TITLE | Designation of Texas Association of School Boards (TASB) Delegate and Alternate | Date Requested | 08/25/2021 |
| Requested By: | Dr. Veronica Vijil | Approximate Time | 5 minutes |
| Division Approval: | | Action Needed: | Board Decision |
| Action Requested: | Board Recommendation | Information Only: | No |
| People Participating In Presentation: | | Who Has Been Involved: | |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

The TASA TASB Convention is scheduled for September 24 – 26, 2021 in Dallas Texas.

Currently the Board members that have expressed an interest in attending are:
Mr. Adan Escobar and
Mr. Greg Spence



myTASB home

Log Out

Member Profile

Fabens ISD

Board/Officers

Administrative Staff

Delegate Registration

District Information

Delegate Registration

Only board members of TASB Active members (public schools and ESCs) may serve as delegates or alternates. TASB Directors and the four Legislative Advisory Council (LAC) members serving on the TASB Legislative Committee are delegates by virtue of their positions. If one of your board members is also a TASB Director or one of the four LAC representatives, **do not** designate this member; he or she will already be participating as a voting delegate in the Assembly.

If you are designating an individual newly elected to your board, please update your district's membership information in myTASB. The update form is available under the Member Profile link (<https://www.tasb.org/apps/memberprofile/index.aspx>). If you have any questions about updating your membership information, contact Michael.pennant@tasb.org.

The *Delegate Assembly Handbook* will be distributed electronically at least 20 days prior to the Delegate Assembly. Hard copies of the Handbook will be mailed to delegates and alternates.

| Name | Position | Delegate | Alternate |
|----------------------------|----------------------|----------------------------------|----------------------------------|
| Mr. Adan Escobar | Board Member | <input type="radio"/> | <input type="radio"/> |
| Mr. Orlando Flores | Board President | <input checked="" type="radio"/> | <input type="radio"/> |
| Ms. Rosamaria Gallo-Avitia | Board Member | <input type="radio"/> | <input type="radio"/> |
| Mrs. Sylvia Gonzales | Board Secretary | <input type="radio"/> | <input type="radio"/> |
| Mr. Benjamin Morales | Board Member | <input type="radio"/> | <input type="radio"/> |
| Mr. Reymundo Sepulveda | Board Vice President | <input type="radio"/> | <input checked="" type="radio"/> |
| Mr. Greg Spence | Board Member | <input type="radio"/> | <input type="radio"/> |

By clicking the Save button, I hereby certify that the above person(s) were chosen by our board as our official voting delegate and alternate to the 2020 TASB Delegate Assembly scheduled for October 3 (as provided by the TASB Bylaws). Please return your board's designations online or to the address below by September 2, 2020, to ensure your delegate and alternate will receive the hard copy of the Handbook by mail. **Registration will remain open until October 1 at 2 p.m.**

SAVE

CANCEL

08/19/2020

Delegate Assembly: A Powerful Way to Stand Up for Texas Public Schools



TASB's Delegate Assembly gives your school board a direct voice in advocating for Texas public schools, and in the overall direction of your Association. Make sure your board sends a delegate to this year's meeting, [taking place September 25 in Dallas](#).

Delegate Assembly happens each year during the [TASA | TASB Convention](#). Every school board has a spot at Delegate Assembly; your board should appoint one delegate and one alternate to serve as representatives.

[REGISTER YOUR DELEGATE](#)

Two actions to take

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

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

Four reasons to attend Delegate Assembly

Attending Delegate Assembly gives you the chance to participate in the democratic process that governs TASB. You'll:

1. Elect TASB's leadership team.
2. Vote on the upcoming Advocacy Agenda.
3. Learn how you can take action to champion your public schools.
4. Earn up to two hours of advocacy training credit.

It is your work as a delegate that guides TASB in the coming year.

Once you've attended the 2021 Delegate Assembly, get credit for your efforts in the [Legislative Advocacy Game](#):

- [Task: Attend Delegate Assembly](#)
- [Task: Be a Delegate](#)

Delegate Assembly is only the beginning

TASB's work for schools in Austin is important, but there is no power like—or substitute for—board members interacting with their elected representatives.

Building relationships with your lawmakers and expressing your views on important issues through the local media can have an important impact on how legislators vote.

You can improve your advocacy skills and get just-in-time information on the important issues facing public education by joining [TASB's School Board Advocacy Network \(SBAN\)](#). Find out more about SBAN and your role in advocating for your district.

BOARD OF TRUSTEES BUSINESS

Board Agenda Item

| | | | |
|--|---|--|-------------------------------------|
| TITLE | Approval of Texas Education Agency Connect Texas Reimbursable Expenditures | Date Requested | 8/25/2021 |
| Requested By: | Dr. Veronica Vijil Mr. Michael Perez | Approximate Time | 15 minutes |
| Division Approval: | Technology | Action Needed: | Yes |
| Action Requested: | The administration recommends approval of the TEA Connect Texas reimbursable expenditures as presented | Information Only: | No |
| People Participating In Presentation: | Mr. Michael Perez Mr. Martin Torres | Who Has Been Involved: | Dr. Vijil Mr. Perez |
| How Will It Benefit the District's Mission/Goals? | Families will connect with high speed internet and supplement student learning opportunities at home with parental support | How Will Request Be Financed? | TEA Reimbursement to District |
| | | Cost to District: | \$481,803.61 |



What is TEA Connect Texas?

Access to reliable internet has become an essential part of the education of every student in the state of Texas. That need continues as so many schools seek to close the learning gap brought on by the disruptions of 2020 and early 2021. For millions of students, the reliance on hotspots as the temporary solution has brought relief but only with access to reliable high-speed Broadband, our students have the tools they need to succeed. TEACT is committed to bringing reliable internet service to students throughout the state of Texas.

How is my School working with TEACT?

Through TEACT, Fabens ISD was able to purchase fixed broadband internet lines at a discounted rate. These lines are being offered at no cost to our students and their families who meet eligibility requirements. TEACT is supporting the adoption and installation of these lines to families.

What are the eligibility requirements?

Students who have no or inadequate internet service qualify. Student households must be in the serviceable area of the ISP providing service.

How will students know if they are eligible?

A parent/guardian must sign up online or through a hardcopy form. Upon receiving your information, your Fabens ISD LEAD Contact and the ISP will work together to determine if your household is eligible.

What happens after a student's household is deemed eligible?

Eligible households will be notified by TEACT. The TEACT team will work with the ISP and the household to schedule installation.

**All families interested in receiving services should visit the
Parent/Guardian Portal at
www.TEAConnectTexas.com
or complete a Sign Up Form at the Student Campus**



The TEA Connect Texas Program Getting Starting: Parents/Guardians

August 2021

Operation Connectivity was formed in May of 2020 as a joint effort between Governor Greg Abbott, the Texas Legislature, the Texas Education Agency (TEA), DISD and ESC Region 4 to **connect** Texas's 5.5 million public school students with an **e-learning** device and **reliable internet connection** sufficient for learning.



What is TEA Connect Texas?



TEACT is a statewide, Texas Education Agency led initiative to support Fabens ISD that seek to provide **free** home-based broadband internet access to students throughout Texas.

TEACT Phases



TEACT Phase I:

Provide students with high-speed broadband internet access in their home at no cost.

TEACT Phase II:

Implement pilots that support the rapid development and adoption of new technologies that provide access to broadband for students that are currently in unserved areas of the state.

Your Free High-Speed Internet:

How Do I Reserve My Free Internet Service?



1. Limited number of Lines. First Come, First Serve
 2. Submit your form online or at your school no later than October 2, 2021
 3. Once verified by ISP and FISD LEA, TEACT will communicate with you regarding eligibility for service
-

Your form will be available to complete at www.TEAConnectTexas.com

[HOME](#) [GET FREE INTERNET](#) [LEARN MORE](#) [CONTACT US](#)

It's Quick and Easy to get High Speed Internet for your enrolled student.

TEACT is a statewide, Texas Education Agency led initiative to support school districts that seek to provide free home-based broadband internet access to students throughout Texas.



1. ENTER SCHOOL/DISTRICT



2. ENTER STUDENT ID



3. ENTER HOME ADDRESS

[HOME](#) [GET FREE INTERNET](#) [LEARN MORE](#) [CONTACT US](#)



FREE
HIGH-SPEED INTERNET

240

Step 1 of 3



Let's locate your school or school district to get your entire household connected.

You can also complete your form in paper form at each student campus

Select your school or school district.



Your Free High-Speed Internet:

What are the Eligibility Requirements



Student Households Must:

- have no service or service that is deemed inadequate
 - be in the serviceable area of the ISP providing service
 - Live in our Fabens Community
-

Your Free High-Speed Internet:

My household is eligible. What is next?



TEACT and the ISP will contact you to set up installation.

Get Started:

What If I Have Technology Issues?



If you have issue with your internet service in your home, you can receive assistance from the provider, Charter Communication formerly known as Spectrum



Your Free High-Speed Internet:

How Is Internet Access Kept Safe for the Student?



- All internet service will meet CIPA (Child Internet Protection Act) requirements
 - Protection measures must block or filter Internet access to pictures that are: (a) obscene; (b) child pornography; or (c) harmful to minors
-

Your Free High-Speed Internet:

How Do I End My Internet Service?



1. Notify your school district
As soon as service is not needed
For instance when moving



If you have additional questions:

Contact:

fisdconnect@fabensisd.net

TEA Connect Texas (TEACT) INTERLOCAL ACQUISITION AGREEMENT

*Entered between Region 4 Education Service Center ("Region 4") and Local Education Agency ("LEA")
pursuant to Tex. Gov't Code, Chapter 791.*

Local education agency name: FABENS ISD, (071903)
County district number: 71903
Point of contact: Michael Perez
Date: Aug 10th 2021

This Operation Connectivity Interlocal Acquisition Agreement ("Agreement") contains key information and terms regarding your LEA's participation in the TEACT bulk purchase process. The following addendums are incorporated into this Agreement:

1. EDGAR Certification Addendum *(attached – to be executed by Region 4)*
2. TEACT Portal Participation Terms and Conditions *(separate document)*

Due to the urgency required to complete all initial steps of the application process for the Emergency Connectivity Fund prior to its closing date on August 13, 2021, **please submit the completed and signed copy of this Agreement through DocuSign by COB Friday, August 20, 2021.** Should your LEA not be able to provide signed approval of this Agreement by this date, your order will unfortunately have to be cancelled, and this Agreement will terminate at the discretion of Region 4 without further action by the parties.

The Term of this Agreement shall commence upon execution by both parties and shall terminate on the three-year anniversary of the final installation date of all lines purchased, unless terminated sooner according to the terms herein, provided that all obligations of the LEA, including payment obligations, that by their nature should survive this Agreement's termination shall do so.

Below you will find your LEA's requested maximum number of lines per Internet Service Provider. Please note that per Emergency Connectivity Fund Guidelines, all Internet Service contracts will terminate on June 30, 2022, unless an LEA has requested and paid-in-full for an extension of service, using the TEACT Length of Service Extension Form. Line quantities are based on your LEA's requested quantities per Internet Service Provider as included in your TEACT Order Validation Form.

No changes to the maximum quantities requested will be permitted after the submission of this ILA. Please verify quantities before signing this ILA as it is a legally binding document.

Broadband Lines as Requested:

| Internet Service Provider | Plan | Number of Lines | Assumed ISP Contract Start Date | ISP Contract Termination Date | Fully Refundable Contingency Fee | Total Cost of Service |
|----------------------------|--------------|-----------------|---------------------------------|-------------------------------|----------------------------------|-----------------------|
| Charter Communications Inc | 50 mbs/5 mbs | 1567 | September 1, 2021 | August 31, 2022 | 9447.13 | \$ 481803.61 |
| | | | September 1, 2021 | August 31, 2022 | | \$ |
| | | | September 1, 2021 | August 31, 2022 | | \$ |
| | | | September 1, 2021 | August 31, 2022 | | \$ |

Total Cost of Broadband Lines:

| | |
|---|--------------|
| Total Number of TEACT Broadband Lines Ordered | 1567 |
| Total LEA TEACT Broadband Order Cost | \$481,803.61 |

Broadband Line Extensions as Requested:

| Internet Service Provider | Plan | Number of Lines | ISP Contract Extension Date | ISP Contract Termination Date | Fully Refundable Contingency Fee | Total Cost of Service |
|---------------------------|------|-----------------|-----------------------------|-------------------------------|----------------------------------|-----------------------|
| | | | September 1, 2022 | | | \$ |
| | | | September 1, 2022 | | | \$ |
| | | | September 1, 2022 | | | \$ |
| | | | September 1, 2022 | | | \$ |

Total Costs of Broadband Line Extensions:

| | |
|---|--------|
| Total Number of TEACT Broadband Lines Extended | 0 |
| Total LEA TEACT Broadband Line Extension Order Cost | \$0.00 |

Total Costs of all Broadband Lines and Extensions:

| | |
|---|--------------|
| Total Number of TEACT Broadband Lines Ordered | 1567 |
| Total LEA TEACT Broadband Order Cost | \$481,803.61 |

Payment terms:

Payment for your LEA's TEACT Broadband Order Costs will be due immediately upon receipt of the TEACT invoice that your LEA will receive upon the signing of this ILA. That invoice will be sent via email to mperez@fabensisd.net and will also be available in the TEACT LEA Portal.

Please note that payment for the 2021-2022 school year is required within 10 calendar days of submission of the signed ILA. For LEAs purchasing lines from AT&T, see below regarding payment terms in future years. Specific payment instructions will be provided with your issued invoice and will be available in the TEACT LEA Portal.

LEA orders will be placed once the TEACT invoice payment is received. Pro Forma invoices from Internet Service Provider(s) will be uploaded to the USAC ECF application site prior to October 13th, 2021. **Any LEA whose payment has not been received by Region 4 within 10 calendar days from the invoice date will have their order cancelled, resulting in a termination of this Agreement at the discretion of Region 4.** Should this agreement be terminated for non-payment, the LEA will no longer be part of the TEACT ECF program and TEACT Customer Support will no longer provide ECF application support for the LEA.

Incorporation of Vendor Warranties and Terms/Disclaimer and Release of Region 4 Liability:

LEA ACKNOWLEDGES AND AGREES THAT ANY PRODUCTS OR SERVICES ACQUIRED THROUGH THIS AGREEMENT ARE SUBJECT TO ANY VENDORS' TERMS AND CONDITIONS

("VENDOR TERMS") PROVIDED SEPARATELY BY VENDOR TO LEA. THIS AGREEMENT SHALL CONTROL IN THE EVENT OF ANY CONFLICT WITH VENDOR TERMS. THE PROVISIONS OF ANY MANUFACTURER OR OTHER VENDOR WARRANTIES AND OBLIGATIONS UNDER THE VENDOR TERMS ARE HEREBY EXTENDED TO LEA. THE LEA'S EXCLUSIVE REMEDY FOR BREACH OF ANY SUCH WARRANTY OR OTHER VENDOR OBLIGATIONS RELATED TO THE PRODUCTS OR SERVICES WILL BE THE ENFORCEMENT OF ANY RIGHTS UNDER THE VENDOR TERMS, AND REGION 4 SHALL HAVE NO LIABILITY TO LEA RELATED TO SAME. THE LEA ACKNOWLEDGES AND AGREES AS A STRICT TERM OF THIS AGREEMENT THAT REGION 4 DOES NOT ASSUME BUT, RATHER, EXPRESSLY DISCLAIMS ALL WARRANTIES OR OTHER OBLIGATIONS SET FORTH IN THE VENDOR TERMS, AND REGION 4 DOES NOT MAKE AND EXPRESSLY DISCLAIMS ANY ADDITIONAL WARRANTIES, OBLIGATIONS OR LIABILITY IN CONNECTION WITH THE PRODUCTS AND SERVICES. LEA HEREBY RELEASES REGION 4 FROM ALL LIABILITY RELATED TO THE VENDOR PRODUCTS AND SERVICES. LEA IS RESPONSIBLE FOR ENSURING COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS, INCLUDING THOSE RELATED TO PROCUREMENT. LEA SHALL BE RESPONSIBLE FOR ENSURING THE RETURN OF ALL EQUIPMENT TO THE ISP WITHOUT DAMAGE. LEA IS SOLELY RESPONSIBLE FOR ALL CHARGES INCURRED WITH ISP, INCLUDING, WITHOUT LIMITATION, ANY ADDITIONAL INSTALLATION CHARGES AND CHARGES FOR UNRETURNED OR DAMAGED EQUIPMENT. IF ANY CHARGES ARE INCURRED ABOVE WHAT IS INITIALLY CHARGED UNDER THIS ILA, LEA SHALL BE RESPONSIBLE TO PAY SUCH ADDITIONAL AMOUNT TO REGION 4.

Acknowledgement of Grant Funding and Requirements:

Region 4 is performing its obligations under this Agreement pursuant to the TEACT Grant ("Grant") awarded to Region 4 by the Texas Education Agency. All obligations under this Agreement by Region 4 are subject to Region 4's receipt of funds through the Grant and subject to the Grant's requirements. As such, if Region 4 does not receive sufficient Grant funding or is otherwise prevented from performing by the Grant requirements, Region 4 may immediately terminate this Agreement upon written notice without penalty or further obligation to LEA. This Agreement is further subject to and incorporates all terms of Region 4's Grant agreement with the TEA, and LEA is subject to and agrees to follow any relevant terms set forth in same. The parties acknowledge and agree to follow all applicable federal, state and local laws, rules, ordinances and regulations related to the expenditure of the Grant funds ("Applicable Laws"). Region 4 specifically acknowledges and agrees to all applicable terms contained in the EDGAR Certification Addendum. All participating Vendors will be required to follow Applicable Laws, the applicable conditions in the Grant Program Guidelines and similarly will agree to applicable EDGAR certifications.

LEA Line and Contingency Fee Reimbursement:

If lines are not installed prior to November 4th, 2021 because of lack of end user demand or Vendor non-serviceability, Region 4 will issue a reimbursement to the LEA for the full cost as reflected in this ILA of uninstalled lines within 90 days of that date, provided that if Region 4 is unable for any reason to cancel the uninstalled lines with Vendor, Region 4 will have no obligation to provide such reimbursement to LEA. If any portion of the License Contingency Fee is not used prior to 90 days after the date marking the end of the term for any purchased line, Region 4 will issue a reimbursement to the LEA for the unused portion of the License Contingency Fee within 90 days of that date, provided that Region 4 is permitted to use the License Contingency Fee for any additional charges incurred with the ISP, including, without limitation, additional installation charges and charges for unreturned or damaged equipment.

LEA Purchase from AT&T

Notwithstanding any other provision herein, for those LEAs purchasing from AT&T, once lines are installed, LEA shall be solely responsible to AT&T for the full three-year term of the line purchase, including without limitation all payments owed to AT&T, subject to any

terms and conditions of Region 4's master agreement with AT&T, provided that Region 4 shall continue to act as the fiscal agent with AT&T for the LEA's purchase. LEA shall issue payments to Region 4 for future years by July 1 of 2022 and 2023 respectively.

LEA Obligation Not Contingent on Funding Source

Subject to any funding out terms in Region 4's master agreements with vendors, LEA is responsible to ensure available funding for the purchases made under this Agreement, and LEA expressly agrees that its obligations under this Agreement are not contingent on the receipt of any federal funds (e.g. ESSER) or the availability of any other funding source.

Execution:

This Agreement and the listed addendums and Vendor Terms constitute the entire agreement between the parties, and no part of the Agreement may be modified unless expressed in writing and signed by both parties. Neither party waives or relinquishes any immunity or defense that either party is entitled to by law. All payments made pursuant to this Agreement will be made from current revenues. Each party warrants that it has authority to enter into this Agreement and perform its obligations. The signatory below shall have authority to act on all matters related to this Agreement.

By signing below, the parties are binding themselves to the terms of this Agreement, subject only to any necessary approvals and actions by the parties' governing boards. By execution of this Agreement, the LEA gives Region 4 permission to move forward with purchasing the above quantity of hotspots and devices on the LEA's behalf.

For LEA

| | |
|----------------------|----------------|
| Veronica Vigil | Superintendent |
| (Printed name/title) | (Title) |

| | |
|---|-----------|
| DocuSigned by: | 8/10/2021 |
|  | |
| 0DB8CACEB762E471... | |
| (Signature) | (Date) |

For Region 4 Education Service Center

Dr. Pamela Wells, Executive Director

| | |
|---|-----------|
| DocuSigned by: | 8/12/2021 |
|  | |
| 18066C774B3E427... | |
| (Signature) | (Date) |

ADDENDA

1. **EDGAR Certification Addendum** *(attached – to be executed by Region 4)*
2. **TEACT Portal Participation Terms and Conditions** *(separate document)*

**ADDENDUM ONE
EDGAR CERTIFICATIONS
(TO BE EXECUTED BY REGION 4)**

The following certifications and provisions are required and apply when the Local Education Agency ("LEA") expends federal funds for any contract. Accordingly, the parties agree that the following terms and conditions apply, as applicable, in all situations where Region 4 has been paid or will be paid with federal funds:

**REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

(A) Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when LEA expends federal funds, LEA reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when LEA expends federal funds, LEA reserves the right to immediately terminate any agreement in excess of \$10,000 in the event of a breach or default of the agreement by Region 4 in the event Region 4 fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract. LEA also reserves the right to terminate the contract immediately, with written notice to Region 4, for convenience, if LEA believes, in its sole discretion that it is in the best interest of LEA to do so. Region 4 will be compensated for work performed and accepted and goods accepted by LEA as of the termination date if the contract is terminated for convenience of LEA. The Contract is not exclusive and LEA reserves the right to purchase goods and services from other vendors when it is in LEA's best interest.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when LEA expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion,

or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when LEA expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Region 4 will be in compliance with all applicable Davis-Bacon Act provisions.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when LEA expends federal funds, Region 4 certifies that Region 4 will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by LEA.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA resulting from this procurement process, Region 4 agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by LEA, Region 4 certifies that during the term of an award for all contracts by LEA, Region 4 certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (l) above, when federal funds are expended by LEA, Region 4 certifies that during the term and after the awarded term of an award for all contracts by LEA, Region 4 certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by LEA for any contract, Region 4 certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. Region 4 further certifies that it will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When LEA expends federal funds for any contract, Region 4 certifies that it will comply, as applicable, with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

CERTIFICATION OF EQUAL EMPLOYMENT STATEMENT

It is the policy of LEA not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or handicapping conditions in its programs. Region 4 agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Region 4 further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract.

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

LEA has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Region 4 certifies that it is in compliance with all applicable provisions of the Buy America Act.

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Region 4 agrees that the District's Inspector General or any of their duly authorized representatives shall have access to any books, documents, papers and records of Region 4 that are directly pertinent to Region 4's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Region 4's personnel for the purpose of interview and discussion relating to such documents.

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTRS

Region 4 agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

REGION 4 AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, RULES, REGULATIONS, AND ORDINANCES. IT IS FURTHER ACKNOWLEDGED THAT REGION 4 CERTIFIES COMPLIANCE WITH ALL APPLICABLE PROVISIONS, LAWS, ACTS, REGULATIONS, ETC. AS SPECIFICALLY NOTED ABOVE

Printed Name and Title of Authorized Representative:

Pam Wells, Ed.D.

Email Address:

Pam.wells@esc4.net

Signature of Authorized Representative:



June 29, 2021

Date: _____

ADDENDUM TWO

TEACT Program Portal Participation Terms and Conditions

Below are the terms and conditions for all LEAs participating in TEA Connect Texas Program:

- 1. Accurate and updated/up-to-date contact information for the LEA Designated Lead for the Program and the LEA's Superintendent must be provided to the TEACT Customer Support Team.**
- 2. Only purchases made through the TEACT Program will be administered and tracked in the TEACT LEA Portal.**
- 3. All invoices from ESC Region 4 for TEACT Lines must be paid in full before any student addresses will be shared with Internet Service Providers for eligibility, installation and activation.**
- 4. All equipment, once paid for by a participating LEA, becomes the responsibility of that LEA.**
- 5. LEAs agree to use ONLY the TEACT Customer Support portal for the ongoing administration of internet service provided under the TEACT program including communication with Internet Service Providers, for the Activation and Termination of service.**
- 6. LEAs participating in TEACT are solely responsible for the return of all equipment necessary for the provision of the internet service being purchased through the TEACT program as designated by each provider. Any liability associated with damaged or lost equipment is solely that of the LEA.**
- 7. LEAs participating in TEACT agree to provide direct customer support to students receiving internet service through this program. The Internet Service Provider, not TEACT Customer Support, will provide said at-home servicing, if required. Neither TEACT Customer Support or the ISP will interface directly with students' parents and/or guardians except during the installation set up process and when at-home servicing is required.**



Region 4 ESC
7145 West Tidwell
Houston, Texas 77092
713-462-7708

INVOICE: 1129000011
Date: Aug 17, 2021
Service: BROADBAND LINES
Customer Po:
Customer Ph:
Terms:

Page 1
of 1

Cust No: 071903

FABENS ISD
P O BOX 697
FABENS, TX 79838

Due Date: Aug 31, 2021

Service Address:

P O BOX 697
FABENS, TX 79838

| Description | Qty | Unit Price | Total Price | Tax |
|-------------------------------|-----|------------|-------------|-----|
| CHARTER COMMUNICATIONS (1567) | 1 | 481,803.61 | 481,803.61 | |

| Budget # | Account # | Amount |
|----------|-----------|-----------|
| 1991 | 2421129 | 481803.61 |

| | |
|-----------------------|------------|
| Total Charges: | 481,803.61 |
| Total Tax: | 0.00 |
| | ----- |
| Total Invoice: | 481,803.61 |
| Payments: | 0.00 |
| Adjustments: | 0.00 |
| Total Due: | 481,803.61 |

FABENS ISD

LONE STAR GOVERNANCE Board Agenda Item

| | | | |
|--|---|--|-------------------|
| TITLE | Fabens ISD Board of Trustees Quarterly Self-Assessment | Date Requested | 08/25/2021 |
| Requested By: | | Approximate Time | 20 minutes |
| Division Approval: | | Action Needed: | Yes |
| Action Requested: | Make a motion to approve quarterly self-evaluation for the months of April 2021 –June 2021. | Information Only: | |
| People Participating In Presentation: | Fabens ISD Board | Who Has Been Involved: | Fabens ISD Board |
| How Will It Benefit the District's Mission/Goals? | The board will engage in a quarterly self-evaluation to review progress towards vision and constraints. | How Will Request Be Financed? | TEA's LSG Cohort. |
| | | Cost to District: | \$0.00 |

QUARTERLY PROGRESS TRACKER

| School Board: Fabens ISD | | | | Baseline 1/15/2020 | Date: 4/21/21 | Quarter: 2 |
|--------------------------|-----------------------|---------------------|--------------------|-----------------------|-----------------|--------------------------|
| Framework | Three Quarters Ago | Two Quarters Ago | One Quarter Ago | Current Quarter | Next Quarter | Total Possible Points |
| Vision 1 | | | 0 | 12 | | 15 |
| Vision 2 | | | 0 | 12 | | 15 |
| Vision 3 | | | 0 | 9 | | 10 |
| Vision 4 | | | 0 | | | 5 |
| Accountability 1 | | | 0 | | | 15 |
| Accountability 2 | | | 0 | | | 5 |
| Structure | | | 0 | 1 | | 15 |
| Advocacy | | | 0 | | | 10 |
| Unity | | | 0 | | | 10 |
| TOTAL SCORE | | | 0 | 34 | | 100 |

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate

Board Member Signatures:

Last Quarterly
Progress Tracker
4/21/2021

% Student
Outcome
Minutes

Vote
Count
For

Vote
Count
Against

EVALUATION NOTES

The Standard of evidence for items where board action is required will be the minutes of the meeting during which the Board voted to take the described action. Where an opinion of the Board is required, a resolution or vote passed by the Board will meet the standard of evidence. Any Board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the Board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

QUARTERLY PROGRESS TRACKER

| School Board: | | | | | Date: 8/25/2021 | Quarter: 3 |
|-------------------------------|--------------------|------------------|------------------|-----------------|----------------------|-----------------------|
| Framework | Three Quarters Ago | Two Quarters Ago | One Quarters Ago | Current Quarter | Next Quarter Targets | Total Points Possible |
| Vision and Goals 1 | | | | | | 15 |
| Vision and Goals 2 | | | | | | 15 |
| Vision and Goals 3 | | | | | | 10 |
| Vision and Goals 4 | | | | | | 5 |
| Progress and Accountability 1 | | | | | | 15 |
| Progress and Accountability 2 | | | | | | 5 |
| Systems and Processes | | | | | | 15 |
| Advocacy and Engagement | | | | | | 10 |
| Synergy and Teamwork | | | | | | 10 |
| Total | | | | | | 100 |

By signing below, I affirm that the Lone Star Governance Integrity Instrument was completed and is accurate

Board Member Signatures:

| % Student Outcome Minutes | Vote Count for | Vote Count Against |
|---------------------------|----------------|--------------------|
| | | |

EVALUATION NOTES

The standard of evidence for items where board action is required will be the minutes of the meeting during which the board voted to take the described action. Where an opinion of the board is required, a resolution or vote passed by the board will meet the standard of evidence. Any board completing a self-evaluation using the LSG Integrity Instrument that is supported or reviewed by an LSG Coach may submit the review for the LSG Leaderboard. If the board would like their self-evaluation reviewed by an LSG Coach, please email the completed LSG Integrity Instrument to LSG@tea.texas.gov.

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 1: The board has adopted student outcome goals

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 4 | Meets Focus | 12 | Masters Focus | 15 |
|--|---|--|---|--|---|---|----|---|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> The board does not have a vision. <input type="checkbox"/> The board does not have goals. <input type="checkbox"/> The board does not consistently distinguish between inputs, outputs, and outcomes. | | <p>The board has</p> <ul style="list-style-type: none"> <input type="checkbox"/> adopted a vision statement; <input type="checkbox"/> owned the vision development process while working collaboratively with the superintendent; <input type="checkbox"/> adopted three to five goals; and <input type="checkbox"/> owned the goal development process while working collaboratively with the superintendent. | | <p>All goals are specific, quantifiable, student outcome goals that include</p> <ul style="list-style-type: none"> <input type="checkbox"/> a population; <input type="checkbox"/> a five-year deadline of a month and year; <input type="checkbox"/> a baseline; and <input type="checkbox"/> annual student group targets. | | <ul style="list-style-type: none"> <input type="checkbox"/> All board members and the superintendent agree that the student outcome goals <ol style="list-style-type: none"> 1. will challenge the organization; 2. require adult behavior change; 3. are influenceable by the superintendent; and 4. are the superintendents first priority for resource allocation. <input type="checkbox"/> The board relied on a root-cause analysis, comprehensive student needs assessment, or a similar research-based tool to inform the identification and prioritization of all student outcome goals. | | <p>All board members and the superintendent</p> <ul style="list-style-type: none"> <input type="checkbox"/> have committed the vision and student outcome goals to memory; <input type="checkbox"/> know the current status of each student outcome goal; and <input type="checkbox"/> agree there is broad community ownership of the board's vision and student outcome goals through involvement and communication with students, staff, and community members. | |

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 2: The board has adopted goal progress measures (GPMs) aligned to each student outcome goal

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 4 | Meets Focus | 12 | Masters Focus | 15 |
|---|---|--|---|--|---|---|----|--|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <input type="checkbox"/> The board does not have goal progress measures (GPMs). <input type="checkbox"/> The board is treating the annual targets for student outcome goals as if they are GPMs. | | <input type="checkbox"/> The board has adopted GPMs for each student outcome goal. <input type="checkbox"/> The superintendent owned the GPM development process while working collaboratively with the board. <input type="checkbox"/> The status of each adopted GPM is able to be updated multiple times during each school year. | | <input type="checkbox"/> The board has adopted no more than three GPMs for each student outcome goal. <input type="checkbox"/> All GPMs are student outputs, not adult inputs or outputs, that include <ol style="list-style-type: none"> 1. a population; 2. a five-year deadline of a month and year; 3. a baseline; and 4. annual student group targets. | | All board members and the superintendent agree that the GPMs: <ul style="list-style-type: none"> <input type="checkbox"/> will challenge the organization; <input type="checkbox"/> require adult behavior change; <input type="checkbox"/> are influenceable by the superintendent; and <input type="checkbox"/> are all predictive of their respective student outcome goals. | | All board members and the superintendent agree there is broad community ownership of the GPMs through involvement and communication with students, staff, and community members. | |

TEXAS FRAMEWORK: VISION AND GOALS

VISION 3: The board has adopted constraints

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 3 | Meets Focus | 9 | Masters Focus | 10 |
|--|---|--|---|---|---|--|---|--|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| The board does not have constraints. | | <p>The board has</p> <ul style="list-style-type: none"> <input type="checkbox"/> adopted 1 to 5 superintendent constraints; and <input type="checkbox"/> owned the constraint development process while working collaboratively with the superintendent. | | Each superintendent constraint describes a single operational action of class of actions the superintendent may not use or allow. | | <ul style="list-style-type: none"> <input type="checkbox"/> The board has adopted one to five board self-constraints. <input type="checkbox"/> The board, where appropriate, relied on a root-cause analysis, comprehensive student needs assessment, or similar research-based tool to inform the identification of and prioritization of superintendent constraints. <input type="checkbox"/> All board members and the superintendent agree that the constraints will challenge the organization to focus on the vision and uphold community values. | | <ul style="list-style-type: none"> <input type="checkbox"/> The board, in collaboration with the superintendent, has adopted one or more theories of action to drive overall strategic direction. <input type="checkbox"/> All board members and the superintendent agree there is broad community ownership of the constraints through involvement and communication with students, staff, and community members. | |

TEXAS FRAMEWORK: VISION AND GOALS

Vision and Goals 4: The board has adopted superintendent constraint progress measures (CPMs)

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 2 | Meets Focus | 4 | Masters Focus | 5 |
|---|---|---|---|---|---|---|---|--|---|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <input type="checkbox"/> The board does not have constraint progress measures (CPMs). <input type="checkbox"/> The board is treating the annual targets for constraints as if they are CPMs. | | <input type="checkbox"/> The board has adopted CPMs for each superintendent constraint. <input type="checkbox"/> The superintendent owned the CPM development process while working collaboratively with the board. <input type="checkbox"/> The status of each adopted CPM is able to be updated multiple times during each school year. | | <input type="checkbox"/> The board has adopted no more than three CPMs for each superintendent constraint. <input type="checkbox"/> All CPMs include: <ol style="list-style-type: none"> 1. a one- to five-year deadline of a month and year; 2. a baseline; and 3. annual targets. | | All board members and the superintendent agree that the CPMs <ul style="list-style-type: none"> <input type="checkbox"/> will challenge the organization to focus on the vision; <input type="checkbox"/> will challenge the organization to uphold community values; <input type="checkbox"/> are all predictive of their respective constraint; and <input type="checkbox"/> are influenceable by the superintendent. | | All board members and the superintendent agree there is broad community ownership of the CPMs through involvement and communication with students, staff, and community members. | |

TEXAS FRAMEWORK: Progress and Accountability

Progress and Accountability 1: The board invests at least half of its time to improving student outcomes

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 4 | Meets Focus | 12 | Masters Focus | 15 |
|--|---|--|---|---|---|---|----|---|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <input type="checkbox"/> The board does not have student outcome goals, GPMS, constraints, CPMs, or annual targets. <input type="checkbox"/> The board does not track its use of time in board authorized public meetings. <input type="checkbox"/> The board does not have a monitoring calendar. | | <input type="checkbox"/> The superintendent owned the monitoring calendar development, working with the board to adopt a calendar that monitors <ol style="list-style-type: none"> 1. each student outcome goal at least four times per year; 2. no more than two student outcome goals per month; 3. each constraint at least once per year. <input type="checkbox"/> The calendar spans the length of the student outcome goals. <input type="checkbox"/> The board tracks its time in public meetings, identifying each minute according to the time use tracker. | | 10% or more of the total quarterly minutes in board authorized public meetings were invested in improving student outcomes according to the time use tracker. | | 25% or more of the total quarterly minutes in board authorized public meetings were invested in improving student outcomes according to the time use tracker. | | 50% or more of the total quarterly minutes in board authorized public meetings were invested in improving student outcomes according to the time use tracker. | |

TEXAS FRAMEWORK: Progress and Accountability

Progress and Accountability 2: The board evaluates, but does not interfere with, progress toward improving student outcomes

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 2 | Meets Focus | 4 | Masters Focus | 5 |
|--|---|---|---|--|---|--|---|--|---|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> Any individual board member does not know if the school system is in low performing status and for how long. <input type="checkbox"/> Any individual board member does not know if any campus is in low performing status and for how long. <input type="checkbox"/> Any individual board member agrees that their first loyalty is owed to staff or vendors, rather than the vision, community values, and improving student outcomes. <input type="checkbox"/> The board has not voted to approve a self-evaluation within the past 12 months. | | <p>The board has</p> <ul style="list-style-type: none"> <input type="checkbox"/> performed a self-evaluation within the previous 12 months using a research aligned instrument; <input type="checkbox"/> performed a superintendent annual evaluation no more than 15 months ago; <input type="checkbox"/> been provided copies of the superintendent's implementation plan(s) to make progress towards the student outcome goals; and <input type="checkbox"/> not voted to approve the superintendent's implementation plan unless required by law. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> performs self-evaluations using the LSG Integrity Instrument; <input type="checkbox"/> performed a self-evaluation no more than 45 days prior to the most recent superintendent's evaluation; and <input type="checkbox"/> evaluates the superintendent in part on the results and progress toward the student outcome goals and constraints using information within monitoring reports according to the monitoring calendar. | | <ul style="list-style-type: none"> <input type="checkbox"/> The board receives, at least annually, a report on the average cost of staff time spent on governance using the staff use tracker. <input type="checkbox"/> One quarter ago the board <ol style="list-style-type: none"> 1. Performed a self-evaluation using the LSG Integrity Instrument; and 2. voted to approve the quarterly progress tracker. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> unanimously approved the current quarterly progress tracker; <input type="checkbox"/> has not modified outcome goals, GPMs, constraints, CPMs, or targets during the cycle applicable to the annual superintendent evaluation; and <input type="checkbox"/> considers superintendent performance as indistinguishable from system performance by evaluating the superintendent on only results and progress toward student outcome goals and constraints using information in monitoring reports according to the monitoring calendar. | |

TEXAS FRAMEWORK: Systems and Processes

Systems and Processes: The board operates in a way that allows the superintendent to accomplish the vision

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 4 | Meets Focus | 12 | Masters Focus | 15 |
|--|---|---|---|---|---|---|----|--|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> The board has not received a monitoring report. <input type="checkbox"/> There were six or more board authorized public meetings in a month (unless a state of emergency was declared). <input type="checkbox"/> Any meeting of the board lasted longer than eight hours. <input type="checkbox"/> Board members did not receive the final version of materials to be voted on at least three calendar days in advance of the board authorized public meeting. | | <p>The board receives and votes on monitoring reports that include</p> <ul style="list-style-type: none"> <input type="checkbox"/> the student outcome goal and GPM or constraint and CPM being monitored; <input type="checkbox"/> the current status of the student outcome goal and GPM or constraint and CPM compared to previous, annual, and deadline targets; <input type="checkbox"/> the superintendent's interpretation of performance; and <input type="checkbox"/> supporting information that describes any needed next steps. | | <ul style="list-style-type: none"> <input type="checkbox"/> All consent-eligible items were placed on the consent agenda and more than 75% of the items were voted on using a consent agenda. <input type="checkbox"/> The adopted monitoring calendar has not been modified during the past quarter. | | <ul style="list-style-type: none"> <input type="checkbox"/> Board authorized public meetings in the last quarter did not exceed <ol style="list-style-type: none"> 1. an average of four meetings per month; 2. an average of three hours per meeting; and 3. an average of five other topics per meeting. <input type="checkbox"/> The board has <ol style="list-style-type: none"> 1. reviewed its existing local policies; and 2. only adopted local policies pertaining to board work. | | <ul style="list-style-type: none"> <input type="checkbox"/> Board authorized public meetings in the last quarter did not exceed: <ol style="list-style-type: none"> 1. an average of three meetings per month; 2. an average of two hours per meeting; and 3. an average of three other topics per meeting. <input type="checkbox"/> Board members received the final materials to be voted on at least seven calendar days before the public meeting. <input type="checkbox"/> No edits to the board's regularly scheduled meeting agenda in the three days prior to, or during, the meeting (unless a state of emergency was declared). | |

TEXAS FRAMEWORK: Advocacy and Engagement

Advocacy and Engagement: The board promotes the vision

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 3 | Meets Focus | 9 | Masters Focus | 10 |
|---|---|---|---|--|---|---|---|---|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> The board has not publicly communicated the board adopted student outcome goals. <input type="checkbox"/> The board has not arranged for any community engagement activities during the previous 12-month period beyond public comments during board authorized public meetings and/or required hearings. | | <p>The board has a two-way communication system in place where the board members at least once per year</p> <ul style="list-style-type: none"> <input type="checkbox"/> listen for and discuss the vision and values of their students; and <input type="checkbox"/> listen for and discuss the vision and values of their staff and community members. | | <p>The board has</p> <ul style="list-style-type: none"> <input type="checkbox"/> provided time during regular scheduled board-authorized public meetings to recognize the accomplishments of its students and staff regarding progress on student outcome goals; and <input type="checkbox"/> hosted a community meeting to discuss progress toward student outcome goals within each feeder pattern with low performing campuses during the previous 12-month period. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> displays and keeps updated the status and targets of all student outcome goals and GPMs permanently and publicly in the room in which the board most frequently holds regularly scheduled meetings; and <input type="checkbox"/> has led or co-led at least one training on Lone Star Governance for its community during the previous six-month period. | | <ul style="list-style-type: none"> <input type="checkbox"/> Students have been included in at least one Lone Star Governance training or two-way communication meeting in the previous 12-month period. <input type="checkbox"/> Newly selected board members have received an orientation on Lone Star Governance by fellow board members or an LSG Coach prior to being seated. | |

TEXAS FRAMEWORK: Synergy and Teamwork

Synergy and Teamwork: The board works collaboratively and with the superintendent to lead toward the vision.

| Does Not Meet Focus | 0 | Preparing To Focus | 1 | Approaches Focus | 3 | Meets Focus | 9 | Masters Focus | 10 |
|--|---|--|---|---|---|---|---|--|----|
| <i>The board does not meet focus if any of the following are true:</i> | | <i>The board is preparing to focus if the following is true.</i> | | <i>The board approaches focus if all prior conditions and the following are true.</i> | | <i>The board meets focus if all prior conditions and the following are true.</i> | | <i>The board masters focus if all prior conditions and the following are true.</i> | |
| <ul style="list-style-type: none"> <input type="checkbox"/> The board has not adopted board operating procedures. <input type="checkbox"/> The board does not have a policy that contains a template of ethics and conflicts of interest statement; <input type="checkbox"/> The board has not been able to achieve a quorum in two or more board-authorized public meetings during the previous three months. <input type="checkbox"/> Board members serve on committees formed by the superintendent or staff. <input type="checkbox"/> A board member voted on an item for which they had a conflict of interest, as defined by law, during the previous three months. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> affirms that at least every two years, it has reviewed all policies governing board operating procedures; <input type="checkbox"/> affirms that all members have signed the ethics and conflict of interest statement in the past 12 months; <input type="checkbox"/> agrees that a committees' role is to advise the board, not to advise the staff; <input type="checkbox"/> agrees that a board officers' role is to advise the board, not to advise the staff; and <input type="checkbox"/> maintained a quorum throughout all regularly scheduled meetings for the past three months. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> agrees that every member is responsible for the outcomes of all students, not just students in their region of the school system; <input type="checkbox"/> maintained an average attendance of 70% or higher throughout all regularly scheduled board meetings over the previous three months; and <input type="checkbox"/> has set the expectation that information provided to one board member is provided to all board members. | | <p>The board</p> <ul style="list-style-type: none"> <input type="checkbox"/> maintained an average attendance of 80% or higher throughout all regularly scheduled board meetings over the previous three months; <input type="checkbox"/> agrees that all members have adhered to all policies governing board operating procedures; <input type="checkbox"/> agrees that every member has completed all statutorily required trainings; and <input type="checkbox"/> rather than the superintendent, led the completion of Lone Star Governance tasks. | | <p>All board members and the superintendent</p> <ul style="list-style-type: none"> <input type="checkbox"/> have completed the Lone Star Governance Workshop; <input type="checkbox"/> agree that all board members have adhered to all adopted board constraints during the previous three months; and <input type="checkbox"/> agree that no board member has given operational advice or instructions to staff members during the previous three months. | |

FABENS ISD

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

| | | | |
|--|--|--------------------------------------|------------|
| TITLE | Introduction of New Hires | Date Requested | 08/25/2021 |
| Requested By: | Ms. Audry Ortegon-Galvan | Approximate Time | 10 minutes |
| Division Approval: | N/A | Action Needed: | No |
| Action Requested: | None | Information Only: | Yes |
| People Participating In Presentation: | Ms. Audry Ortegon – Galvan and new hires | Who Has Been Involved: | |
| How Will It Benefit the District's Mission/Goals? | | How Will Request Be Financed? | |
| | | Cost to District: | |

**FABENS ISD
BOARD OF TRUSTEES**

Date: 08/25/2021 Presented By: Presiding Officer

Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

If there is no further business the meeting is adjourned at _____ p.m.

Motion Made By: _____

Second By: _____