

AGENDA

REGULAR MEETING OF THE BOARD OF EDUCATION FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

THURSDAY, JUNE 30, 2022 – 6:00 PM
BOARD ROOM – 101 W DIVISION – FORT STOCKTON, TEXAS

The Board may deliberate or act on any of the subjects listed on the following agenda. The President may change the order of items listed for the convenience of the Board. The Board may enter into a closed meeting to seek the advice and counsel of its attorney at any time during the meeting under the authority of Texas Government Code Chapter 551.071 regarding any item listed on the agenda of this meeting or in order for the attorney to provide legal assistance or advice to the Board.

1. CALL TO ORDER

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|---|------------------------------------|
| A. Establishment of Quorum | Billy Espino, President |
| B. Roll Call | Anastacio Dominguez, Secretary |
| C. This meeting has been duly called and notice of this meeting has been posted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code. | |
| D. Pledges of Allegiance | Flo Garcia, Vice President |
| E. Invocation | Dr. Gabriel Zamora, Superintendent |

2. OPEN FORUM AND PUBLIC COMMENTS

3. STAFF REPORTS

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| -- | A. Principals |
| -- | B. Superintendent |
| 1-14 | C. Business Manager |
| 15-17 | D. Assistant Superintendents & Athletic Director |

4. CONSENT AGENDA

The Board has been furnished with background material on each item and/or it has been discussed at a previous meeting. All items will be acted upon by one vote per category. Items may be withdrawn for individual consideration. The remaining items will be adopted by one vote per category. Items withdrawn for separate discussion will be acted upon individually.

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| 18-19 | A. Minutes – Approval of minutes of the special board meeting of June 8, 2022 |
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5. DISCUSSION AND INFORMATION

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| -- | A. School Health Advisory Council Wellness Report |
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6. ACTION ITEMS

The Board may elect to Consider, Discuss, Table, Approve and/or Take Action on any of the items under this section.

- 20-30 A. Midland Dual Credit College Partnership Agreement and Memorandums of Understanding
- 31-32 B. ESC Region 18 Shared Services Agreements
- 33 C. Appoint ISD Delegate and Alternate for TASB Delegate Assembly (09/24/2022)
- 34-42 D. TASB Policy Manual Update 119
- 43-49 E. TASB Interlocal Participation Agreement
- 50-51 F. Innovative Courses for Cosmetology Careers
- 52-56 G. Budget Amendments
- 57-64 H. Board Policies CKC and DH (Local): Guardian Plan Stage I Proposal
- 65 I. School Resource Officer Program for 2022-2023 School Year
- 66-67 J. Developmental Leave DEC (Legal): Mrs. Lindsey Kilgore
- 68-71 K. Correction of prior Board Meeting Minutes
- 72 L. Attorney Legal Review of Real Property Land Purchase

7. CLOSED SESSION

In accordance with the Texas Open Meetings Act (Subchapters D and E of Chapter 551 of the Texas Government Code), the board will now enter into a closed meeting to deliberate subjects listed on this agenda authorized by Subchapter D. Any final action, decision, or vote on a subject deliberated in the closed meeting will be taken in an open meeting held in compliance with the Texas Open Meetings Act.

- A. Discuss the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee (551.074)
- B. Consultation with attorney (551.071)
- C. Developmental Leave – Mrs. Lindsey Kilgore (551.074)

8. OPEN SESSION – Reconvene to take any necessary action as a result of Closed Session

9. PERSONNEL ACTIVITY

- 73-74 A. Employments, resignations, retirements, transfers, terminations

10. FUTURE MEETINGS – Discuss Possible Agenda Items and set Regular and/or Special Board Meetings

11. NEWS MEDIA – Clarification of Agenda Items for News Media

12. ADJOURNMENT

This notice was posted in accordance with the law and FSISD Policy BE (Legal/Local) on June 27, 2022.

Cash Position by Fund
as of May 31, 2022

Fund Account	PCSB Checking	LOGIC Pool	Government Securities	Certificates of Deposits (CD)	Obligations by Gov't entities	Commercial Paper	Total
General Fund	\$642,435.86	\$31,441,869.22	\$0.00	\$0.00	\$10,282,773.31	\$0.00	\$42,367,078.39
Interest Earned	\$851.13	\$21,963.69	\$0.00	\$0.00	\$0.00	\$0.00	\$22,814.82
School YTD interest Earned	\$392,123.30						
Debt Service	\$3,343.54	\$2,084,364.22					\$2,087,707.76
Interest Earned	\$1.85	\$1,427.63					\$1,429.48
Inheritance		\$765,797.71	\$0.00	\$0.00	\$1,100,224.21	\$0.00	\$1,866,021.92
Interest Earned		\$526.94					\$526.94
Special Revenue	\$184,760.29						\$184,760.29
Interest Earned							\$0.00
Food Service	\$54,785.19						\$54,785.19
Interest Earned	\$78.41						\$78.41
Total cash balance	\$885,324.88	\$34,292,031.15	\$0.00	\$0.00	\$11,382,997.52	\$0.00	\$46,560,353.55
	1.90%	73.65%	0.00%	0.00%	24.45%	0.00%	
Total interest Earned	\$931.39	\$23,918.26	\$0.00	\$0.00	\$0.00	\$0.00	\$24,849.65
Payroll Transfers							
General	\$1,366,821.01						
Special Revenue	\$376,403.75						
Food Service	\$79,556.55						
Total	<u>\$1,822,781.31</u>						

Scholarship Report as of May 31, 2022

	Beginning Balance	Interest	Ending Balance
George T Abell Scholarship			
LOGIC	\$22,225.59	\$15.32	\$22,240.91
Checking	\$1.33	\$0.00	\$1.33
Scholarship	\$0.00		
Total	<u>\$22,226.92</u>	<u>\$15.32</u>	<u>\$22,242.24</u>
 Pan American			
LOGIC	\$5,278.06	\$3.64	\$5,281.70
Checking	\$6.58	\$0.00	\$6.58
Scholarship	\$0.00		
Total	<u>\$5,284.64</u>	<u>\$3.64</u>	<u>\$5,288.28</u>
 Abell Hanger			
LOGIC	\$43,398.09	\$29.90	\$43,427.99
Checking		\$0.00	\$0.00
Scholarship	\$0.00		
Total	<u>\$43,398.09</u>	<u>\$29.90</u>	<u>\$43,427.99</u>
 Seals T. Blaydes Trust Award			
LOGIC	\$6,206.22	\$4.28	\$6,210.50
Checking	\$2.21	\$0.00	\$2.21
Scholarship	\$0.00		
Total	<u>\$6,208.43</u>	<u>\$4.28</u>	<u>\$6,212.71</u>
 Grand Totals:	 \$77,118.08	 \$53.14	 \$77,171.22

Board Report
Recap Comparison of Revenue to Budget
FORT STOCKTON ISD
As of May

	EstimatedRevenue (Budget)	Revenue Realized Current	Revenue Realized To Date	Revenue Balance	Percent Realized
01 / 2 FOOD SERVICE	1,895,000.00	-188,194.95	-1,541,741.98	353,258.02	81.36%
98 / 2 INHERITANCE FUND	.00	-13,968.90	-57,346.92	-57,346.92	.00%
199 / 2 GENERAL FUND	30,881,825.00	-326,629.68	-27,054,093.44	3,827,731.56	87.61%
211 / 2 TITLE 1, PART A	664,379.00	-53,849.47	-476,985.75	187,393.25	71.79%
212 / 2 TITLE 1, PART C MIGRANT	15,325.00	-1,217.03	-10,910.54	4,414.46	71.19%
224 / 2 IDEA - PART B FORMULA	622,524.00	-3,551.14	-310,329.70	312,194.30	49.85%
225 / 2 IDEA B PRE-SCHOOL	19,239.00	.00	-7,796.28	11,442.72	40.52%
244 / 2 CAREER & TECHNOLOGY	36,750.00	-3,030.61	-27,474.68	9,275.32	74.76%
255 / 2 TITLE 11, PART A	116,653.00	-6,884.04	-69,906.38	46,746.62	59.93%
263 / 2 TITLE III, LEP	44,410.00	-74.00	-6,937.00	37,473.00	15.62%
270 / 2 TITLE V RURAL & LOW INCOME	77,542.00	-358.00	-1,074.00	76,468.00	1.39%
281 / 2 ESSER II	2,206,601.00	-276,811.32	-1,699,434.04	507,166.96	77.02%
282 / 2 ESSER 111	3,303,808.00	-133,556.64	-1,158,503.99	2,145,304.01	35.07%
284 / 2 IDEA-B FORMULA - ARP	105,972.00	-26,493.33	-105,972.00	.00	100.00%
285 / 2 IDEA-B PRESCHOOL - ARP	4,161.00	-512.35	-4,161.00	.00	100.00%
288 / 2 COVID-19 SCHOOL HEALTH GRANT	89,097.00	.00	-89,097.00	.00	100.00%
289 / 2 TITLE IV, PART A	49,442.00	-127.00	-46,614.29	2,827.71	94.28%
410 / 2 TX SUCCESSFUL SCHOOL PROGRAM	40,105.00	-29,936.70	-29,936.70	10,168.30	74.65%
599 / 2 DEBT SERVICE	7,541,288.00	-24,846.70	-7,447,066.42	94,221.58	98.75%
329 / 2 SCHOLARSHIPS	.00	-65.90	-4,561.98	-4,561.98	.00%
Total 5000 Revenues	47,264,121.00	-1,090,107.76	-40,058,488.80	7,205,632.20	84.75%
Total 7000 Revenues	450,000.00	.00	-91,455.29	358,544.71	20.32%
Total Revenues	47,714,121.00	-1,090,107.76	-40,149,944.09	7,564,176.91	105.08%

Board Report
Recap Comparison of Expenditures and Encumbrances to Budget
FORT STOCKTON ISD
As of May

	<u>Budget</u>	<u>Encumbrance YTD</u>	<u>Expenditure YTD</u>	<u>Current Expenditure</u>	<u>Balance</u>	<u>Percent Expended</u>
101 / 2 FOOD SERVICE	-1,895,000.00	773.85	1,607,640.72	226,975.53	-286,585.43	84.84%
199 / 2 GENERAL FUND	-31,415,693.00	1,004,733.81	19,357,093.78	2,112,246.26	-11,053,865.41	61.62%
211 / 2 TITLE 1, PART A	-664,379.00	.00	554,496.13	56,204.02	-109,882.87	83.46%
212 / 2 TITLE 1, PART C MIGRANT	-15,325.00	.00	10,927.30	1,233.79	-4,397.70	71.30%
224 / 2 IDEA - PART B FORMULA	-622,524.00	.00	361,732.81	3,691.39	-260,791.19	58.11%
225 / 2 IDEA B PRE-SCHOOL	-19,239.00	.00	9,503.09	.00	-9,735.91	49.39%
244 / 2 CAREER & TECHNOLOGY	-36,750.00	.00	24,908.17	3,061.81	-11,841.83	67.78%
255 / 2 TITLE 11, PART A	-116,653.00	.00	77,743.61	7,201.06	-38,909.39	66.65%
263 / 2 TITLE III, LEP	-44,410.00	.00	6,937.00	74.00	-37,473.00	15.62%
270 / 2 TITLE V RURAL & LOW INCOME	-77,542.00	.00	1,074.00	358.00	-76,468.00	1.39%
281 / 2 ESSER II	-2,206,601.00	.00	1,701,687.36	141,446.60	-504,913.64	77.12%
282 / 2 ESSER 111	-3,303,808.00	74,229.73	541,714.21	137,558.34	-2,687,864.06	16.40%
284 / 2 IDEA-B FORMULA - ARP	-105,972.00	.00	136,958.18	42,709.06	30,986.18	129.24%
285 / 2 IDEA-B PRESCHOOL - ARP	-4,161.00	.00	6,284.18	1,967.81	2,123.18	151.03%
288 / 2 COVID-19 SCHOOL HEALTH GRANT	-89,097.00	.00	89,097.00	.00	.00	100.00%
289 / 2 TITLE IV, PART A	-49,442.00	.00	46,614.29	127.00	-2,827.71	94.28%
410 / 2 TX SUCCESSFUL SCHOOL PROGRAM	-40,105.00	.00	29,936.70	29,936.70	-10,168.30	74.65%
599 / 2 DEBT SERVICE	-7,541,288.00	400.00	7,240,551.06	.00	-300,336.94	96.01%
329 / 2 SCHOLARSHIPS	.00	.00	1,000.00	.00	1,000.00	.00%
363 / 2 PAYROLL CLEARING ACCOUNT	.00	.00	.00	.00	.00	.00%
Total 6000 Expenditures	-47,797,989.00	1,080,137.39	31,723,544.30	2,764,791.37	-14,994,307.31	66.37%
Total 8000 Expenditures	-450,000.00	.00	82,355.29	.00	-367,644.71	18.30%
Total Expenditures	-48,247,989.00	1,080,137.39	31,805,899.59	2,764,791.37	-15,361,952.02	84.67%

End of Report

LOGIC Investment Report

May 2022

Account	Beginning Balance	Number of Transactions	Amount of Transactions	Interest Earned	Ending Balance
General Fund	\$30,443,322.75	3	\$976,582.78	\$21,963.69	\$31,441,869.22
Special	\$833,395.77	1	\$8,982.96	\$580.08	\$842,958.81
Inheritance	\$756,287.81	1	\$8,982.96	\$526.94	\$765,797.71
Abell Hanger	\$43,398.09	0	\$0.00	\$29.90	\$43,427.99
George T. Abell	\$22,225.59	0	\$0.00	\$15.32	\$22,240.91
Seals Blaydes	\$6,206.22	0	\$0.00	\$4.28	\$6,210.50
Pan American	\$5,278.06	0	\$0.00	\$3.64	\$5,281.70
Debt Service	\$2,059,519.37	0	\$23,417.22	\$1,427.63	\$2,084,364.22
Totals	\$33,336,237.89		\$1,008,982.96	\$23,971.39	\$34,369,192.25
Average Interest Rate for the month:			0.8113%		

Investments 2021-2022

General Fund

Obligations of, or Guranteed by Governmental Entities

Name	Date Purchased	Maturity Date	Term Days	Purchase Price	Par	Yield	Accrued Interest	Interest Due @ Maturity
Clark Cnty Nev Sch Dist	01/15/2021	06/15/2022	516	\$554,751.60	\$520,000.00	0.27%	\$2,166.67	\$2,081.73
Intermountain Pwr Agy	11/06/2020	07/01/2022	602	\$419,519.10	\$390,000.00	0.40%	\$6,770.83	\$2,710.07
Houston Arpt	04/27/2021	07/01/2022	430	\$402,736.00	\$400,000.00	0.30%	\$1,138.09	\$1,423.91
Marshall Cnty AL	08/13/2020	08/01/2022	718	\$360,923.50	\$350,000.00	0.41%		\$2,843.17
Fresno Cnty CA pension	05/05/2021	08/01/2022	453	\$498,095.00	\$500,000.00	0.30%		\$1,905.00
Ft. Bend Cnty	08/20/2020	09/01/2022	742	\$389,170.71	\$365,000.00	0.81%		\$6,245.96
Bacliff TX Mun Util	09/01/2020	09/01/2022	730	\$209,498.00	\$200,000.00	0.61%	\$66.67	\$2,502.00
Conroe TX Mun Mgmt	09/17/2020	09/01/2022	714	\$231,494.80	\$215,000.00	0.55%		\$2,425.20
Brazos Reg Pub Util Agcy TX	10/13/2020	09/01/2022	688	\$524,160.00	\$500,000.00	0.42%	\$1,750.00	\$4,090.00
Brazoria Cnty Tx Util Dist	12/02/2020	09/01/2022	638	\$234,972.00	\$225,000.00	0.45%	\$18.75	\$1,821.75
Richmond Cmnty Redv agcy CA	01/20/2021	09/01/2022	589	\$807,210.00	\$750,000.00	0.26%	\$14,479.17	\$3,310.83
Florida State Mun Pwr Agy	04/16/2021	10/01/2022	533	\$512,600.00	\$500,000.00	0.33%	\$430.00	\$2,450.00
South Salt lake UT	11/10/2020	11/01/2022	721	\$369,546.75	\$345,000.00	0.38%	\$191.67	\$2,708.25
Enterprise AL	11/19/2020	11/01/2022	712	\$407,041.20	\$405,000.00	0.40%		\$3,171.15
South Dakota Hsg Dev	02/11/2021	11/01/2022	628	\$779,221.70	\$905,000.00	0.25%		\$3,895.52
Foley AL util	03/23/2021	11/01/2022	588	\$1,007,170.80	\$1,005,000.00	0.26%		\$4,122.18
DE Kalb Cnty GA	02/26/2021	12/01/2022	643	\$432,676.00	\$400,000.00	0.35%	\$4,722.22	\$2,601.78
Logan Cnty KY	02/10/2021	02/01/2023	721	\$517,225.00	\$500,000.00	0.25%	\$250.00	\$2,525.00
CA statewide cmntys dev auth	05/18/2021	02/01/2023	624	\$324,788.75	\$325,000.00	0.38%	\$348.83	\$2,121.01
Neenah WI	03/03/2021	03/01/2023	728	\$527,235.00	\$500,000.00	0.26%		\$2,765.00
Colonie NY	03/16/2021	03/15/2023	729	\$740,404.50	\$690,000.00	0.33%		\$4,718.83

21	Total	\$0.00	0.38%	\$32,332.90	\$0.00
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Inheritance

Name	Date	Maturity	Term	Purchase		Interest	Interest Due
Obligations of, or Guranteed by Governmental Entities							
Ferris St University MI	07/31/2020	10/01/2022	792	\$257,805.60	\$240,000.00	0.55%	\$3,200.00
Karegnondi Wtr auth MI	07/09/2020	11/01/2022	845	\$303,138.00	\$275,000.00	0.54%	\$2,597.22
CA State Comm Dev	05/18/2021	02/01/2023	624	\$134,912.25	\$135,000.00	0.38%	\$144.90
Anchor Bay MI sch dist	07/16/2020	05/01/2023	1019	\$252,875.00	\$250,000.00	0.58%	\$0.00
Chautauqua Cnty NY	11/03/2021	11/01/2024	1094	\$145,527.80	\$145,000.00	1.04%	\$23.44

5	\$1,094,258.65	0.51%	\$5,965.56	\$15,909.87
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Quarterly Investment Report

Quarter ending May 31, 2022

Presented below is the quarterly report of the Fort Stockton Independent School District's investments as required by the Public Funds Investment Act.

Fort Stockton ISD has funds invested from the following funds types:

A. General Fund

B. Special Fund Group

1. Inheritance
2. Scholarship Funds
 - a. Abell Hanger
 - b. Abell
 - c. Seals Blaydes
 - d. Pan American

C. Debt Service

Fort Stockton ISD has chosen the following types of investments:

1. LOGIC Investment Pool
2. Commercial Paper
3. Obligations of, or Guaranteed by Governmental Entities
4. Certificates of Deposit (CD)
5. Government Agency

These types of investments all meet the strategies outlined in Board Policy CDA (Local) which states: "Investment strategies for operating funds (and agency funds) shall have as their primary objectives safety, investment liquidity and maturity sufficient to meet anticipated cash flow requirements."

Portfolio Summary

General Fund

Type of Investment	Book Value * 02/28/2022	Market Value 02/28/2022	Ratings 02/28/2022	Book Value * 05/31/2022	Market Value 05/31/2022	Ratings 05/31/2022
LOGIC Investment Pool	\$28,485,158.93	100.00% \$28,485,158.93	AAA	\$31,441,869.22	100.00% \$31,441,869.22	AAA
Obligations of Gov't Entities Clark Cnty Nev Sch Dist 6/15/2022	\$583,885.85	101.06% \$525,512.00	A1/A+	\$590,439.27	100.00% \$520,000.00	A1/A+
Obligations of Gov't Entities Intermountain Pwr Agcy 7/1/2022	\$445,109.51	100.57% \$392,226.90	A1/A+	\$450,024.58	100.00% \$390,000.00	A1/A+
Obligations of Gov't Entities Houston Arpt 7/1/2022	\$405,706.75	99.96% \$399,848.00	A1/A	\$406,597.01	99.95% \$399,800.00	A1/A
Obligations of Gov't Entities Marshall Cnty AL 8/1/2022	\$371,739.94	100.34% \$351,190.00	A1/AA	\$373,504.32	100.00% \$350,000.00	A1/AA
Obligations of Gov't Entities Fresno Cnty CA 8/15/2022	\$499,323.77	99.89% \$499,450.00	AA	\$499,701.85	99.70% \$498,500.00	AA
Obligations of Gov't Entities Ft. Bend County 9/1/2022	\$411,450.71	101.41% \$370,146.50	A2/AA	\$415,130.71	100.46% \$366,679.00	A2/AA
Obligations of Gov't Entities Bacliff TX Mun Util 9/1/2022	\$218,456.90	100.85% \$201,700.00	AA	\$219,969.23	100.26% \$200,520.00	AA
Obligations of Gov't Entities Conroe TX Mun Mgmt 9/1/2022	\$245,516.92	101.64% \$218,526.00	AA	\$247,955.55	100.54% \$216,161.00	AA
Obligations of Gov't Entities Brazos Reg Pub Util Agcy TX 9/1/2022	\$544,831.23	101.47% \$507,350.00	AA	\$548,612.05	100.28% \$501,400.00	AA
Obligations of Gov't Entities Brazoria Cnty TX util dist 9/1/2022	\$243,349.40	100.85% \$226,912.50	A2/AA	\$245,050.77	100.25% \$225,562.50	A1/AA
Obligations of Gov't Entities Richmond Cmnty redv agcy 9/1/2022	\$848,716.85	101.81% \$763,575.00	AA	\$858,168.90	100.67% \$755,025.00	AA
Obligations of Gov't Entities Florida St Mun Pwr Agcy 10/1/2022	\$521,591.12	100.55% \$502,750.00	A2/AA-	\$524,192.33	100.02% \$500,100.00	A2/AA-
Obligations of Gov't Entities South Lake UT 11/1/2022	\$387,505.65	101.85% \$351,382.50	AA	\$390,984.01	100.83% \$347,863.50	AA
Obligations of Gov't Entities Enterprise AL 11/1/2022	\$410,563.85	99.69% \$403,744.50	AA-	\$411,127.59	99.52% \$403,056.00	AA-

Type of Investment	Book Value * 02/28/2022	Market Value 02/28/2022	Ratings 02/28/2022	Book Value * 05/31/2022	Market Value 05/31/2022	Ratings 05/31/2022
Obligations of Gov't Entities South Dakota hsg dev 11/1/2022	\$906,116.00	99.68% \$902,104.00	Aaa/AA	\$906,572.22	100.00% \$905,000.00	Aaa/AA
Obligations of Gov't Entities Foley AI util 11/1/2022	\$1,010,843.32	99.55% \$1,000,477.50	Aa3	\$1,011,831.25	99.37% \$998,668.50	Aa3
Obligations of Gov't Entities DeKalb Cnty GA 12/1/2022	\$452,785.59	102.83% \$411,320.00	Aa2/AA	\$457,826.68	101.65% \$406,600.00	Aa2/AA
Obligations of Gov't Entities Logan Cnty KY 2/1/2023	\$527,718.15	100.72% \$503,600.00	A1	\$530,238.70	100.11% \$500,550.00	A1
Obligations of Gov't Entities CA state cmnty dev auth 2/1/2023	\$325,667.32	98.86% \$321,295.00	A1/A+	\$325,949.93	98.21% \$319,182.50	A1/A+
Obligations of Gov't Entities Neenah WI 3/1/2023	\$542,111.71	101.76% \$508,800.00	AA	\$545,892.53	100.96% \$504,800.00	AA
Obligations of Gov't Entities Colonie NY 3/15/2023	\$766,794.64	102.52% \$707,388.00	AA	\$773,751.35	101.54% \$700,626.00	AA

Special Fund

Type of Investment	Book Value * 02/28/2022	Market Value 02/28/2022	Ratings 02/28/2022	Book Value * 05/31/2022	Market Value 05/31/2022	Ratings 05/31/2022
LOGIC Investment Pool	\$828,133.44	100.00% \$828,133.44	AAAm	\$842,958.81	100.00% \$842,958.81	AAAm
Obligations of Gov't Entities Ferris St University MI 10/1/2022	\$272,981.49	101.61% \$243,864.00	A1	\$275,401.22	100.66% \$241,584.00	A1
Obligations of Gov't Entities Karegnondi Wtr Auth MI 11/1/2022	\$325,703.07	102.51% \$281,902.50	A2/A	\$329,168.82	101.25% \$278,437.50	A2/A
Obligations of Gov't Entities CA state Comm dev 2/1/2023	\$135,271.90	98.86% \$133,461.00	A1/A+	\$135,387.60	98.21% \$132,583.50	A1/A+
Obligations of Gov't Entities Anchor Bay MI School District 5/1/2023	\$256,929.79	99.39% \$248,475.00	AA	\$257,559.93	98.46% \$246,150.00	AA
Obligations of Gov't Entities Chautauqua Cnty NY 11/1/2024	\$146,068.82	96.13% \$139,388.50	AA	\$146,494.24	94.66% \$137,257.00	AA

* includes interest

The LOGIC funds include funds from the Inheritance fund and the scholarship funds (Abell Hanger, Abell, Seals Blaydes and Pan Am).

Debt Service Fund

Type of Investment	Book Value 02/28/2022	Market Value 02/28/2022	Ratings 02/28/2022	Book Value 05/31/2022	Market Value 05/31/2022	Ratings 05/31/2022
LOGIC Investment Pool	\$716.62	100.00% \$716.62	AAAm	\$2,084,364.22	100.00% \$2,084,364.22	AAAm

* includes interest

Investment Officer's Certification

I hereby certify that the information listed above is a true and accurate description of the investment portfolio of the Fort Stockton Independent School District for the period shown. All investments are in compliance with the Public Funds Investment Act and Fort Stockton ISD's local investment policies. These investments are only those outside our official depository contract with Pecos County State Bank.



Maria E. Gomez
Business Manager
Investment officer

FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
Monthly Tax Report for Fiscal 2021-2022
Current Taxes

Month	Total Taxes Received	M&O Taxes for Month	M&O Taxes YTD	% of Total YTD	M&O Taxes Remaining	I&S Taxes For Month	I&S Taxes YTD	% of Total YTD	I&S Taxes Remaining
October-21	\$1,381,696.21	\$1,070,118.30	\$1,070,118.30	4.80%	\$21,229,881.70	\$311,577.91	\$311,577.91	4.14%	\$7,214,710.09
November-21	\$1,223,197.22	\$949,087.62	\$2,019,205.92	9.05%	\$20,280,794.08	\$274,109.60	\$585,687.51	7.78%	\$6,940,600.49
December-21	\$5,360,212.92	\$3,866,481.00	\$5,885,686.92	26.39%	\$16,414,313.08	\$1,493,731.92	\$2,079,419.43	27.63%	\$5,446,868.57
January-22	\$9,548,721.15	\$6,922,425.21	\$12,808,112.13	57.44%	\$9,491,887.87	\$2,626,295.94	\$4,705,715.37	62.52%	\$2,820,572.63
February-22	\$11,535,322.22	\$8,979,752.30	\$21,787,864.43	97.70%	\$512,135.57	\$2,555,569.92	\$7,261,285.29	96.48%	\$265,002.71
March-22	\$262,379.75	\$204,026.22	\$21,991,890.65	98.62%	\$308,109.35	\$58,353.53	\$7,319,638.82	97.25%	\$206,649.18
April-22	\$73,019.13	\$56,923.35	\$22,048,814.00	98.87%	\$251,186.00	\$16,095.78	\$7,335,734.60	97.47%	\$190,553.40
May-22	\$109,293.79	\$84,539.81	\$22,133,353.81	99.25%	\$166,646.19	\$24,753.98	\$7,360,488.58	97.80%	\$165,799.42
Total	\$29,493,842.39	\$22,133,353.81				\$7,360,488.58			

2021 Pecos County Tax Office YEAR TO DATE TOTALS FOR FT STOCKTON I.S.D.

From 05/01/2022 To 05/31/2022

JURISDICTION
TOTAL

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Run Date/Time: 06/01/2022 8:32:30 am

31	Beginning Balance:	582,649.43	0.00	582,649.43	820,438.09	1,403,087.52
	Late Exemption:	0.00	0.00	0.00	0.00	0.00
	Other Adjustments:	-4,626.07	0.00	-4,626.07	-2,015.59	-6,641.66
	Supplements:	3,337.27	0.00	3,337.27	2,286.14	5,623.41
	Total Adjustments:	-1,288.80	0.00	-1,288.80	270.55	-1,018.25
	Adjusted Balance:	581,360.63	0.00	581,360.63	820,708.64	1,402,069.27
	Total Tax Collected:	84,522.39	0.00	84,522.39	34,235.31	118,757.70
	PR YR Refunds/NSF:	0.00	0.00	0.00	0.00	0.00
	Uncollected Balance:	496,838.24	0.00	496,838.24	786,473.33	1,283,311.57

	Tax:	84,522.39	0.00	84,522.39	34,235.31	118,757.70
	Discount:	0.00	0.00	0.00	0.00	0.00
	Penalty:	10,124.12	0.00	10,124.12	12,404.89	22,529.01
	Overshort:	0.00	0.00	0.00	0.00	0.00
	Net Collected :	94,646.51	0.00	94,646.51	46,640.20	141,286.71
	Attorney:	17.42	0.00	17.42	9,718.45	9,735.87
	Court Cost:	0.00	0.00	0.00	0.00	0.00
	Abstract Fees:	0.00	0.00	0.00	0.00	0.00
	Personal Penalty:	0.00	0.00	0.00	0.00	0.00
	Total :	94,663.93	0.00	94,663.93	56,358.65	151,022.58

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
2020	\$228,133.78	-\$1,994.73	\$1,241.55	\$227,380.60	\$18,201.88	8.01%	\$0.00	\$209,178.72
2019	\$136,978.54	-\$20.86	\$1,044.59	\$138,002.27	\$14,560.54	10.55%	\$0.00	\$123,441.73
2018	\$67,324.15	\$0.00	\$0.00	\$67,324.15	\$790.52	1.17%	\$0.00	\$66,533.63
2017	\$59,861.91	\$0.00	\$0.00	\$59,861.91	\$437.04	0.73%	\$0.00	\$59,424.87
2016	\$16,653.56	\$0.00	\$0.00	\$16,653.56	\$84.85	0.51%	\$0.00	\$16,568.71
2015	\$14,801.24	\$0.00	\$0.00	\$14,801.24	\$26.31	0.18%	\$0.00	\$14,774.93
2014	\$17,399.05	\$0.00	\$0.00	\$17,399.05	\$24.96	0.14%	\$0.00	\$17,374.09
2013	\$20,982.07	\$0.00	\$0.00	\$20,982.07	\$0.00	0.00%	\$0.00	\$20,982.07
2012	\$19,328.01	\$0.00	\$0.00	\$19,328.01	\$18.31	0.09%	\$0.00	\$19,309.70
2011	\$19,014.55	\$0.00	\$0.00	\$19,014.55	\$45.45	0.24%	\$0.00	\$18,969.10
2010	\$22,081.81	\$0.00	\$0.00	\$22,081.81	\$45.45	0.21%	\$0.00	\$22,036.36
2009	\$50,993.75	\$0.00	\$0.00	\$50,993.75	\$0.00	0.00%	\$0.00	\$50,993.75
2008	\$22,757.85	\$0.00	\$0.00	\$22,757.85	\$0.00	0.00%	\$0.00	\$22,757.85
2007	\$14,891.37	\$0.00	\$0.00	\$14,891.37	\$0.00	0.00%	\$0.00	\$14,891.37
2006	\$16,652.46	\$0.00	\$0.00	\$16,652.46	\$0.00	0.00%	\$0.00	\$16,652.46
2005	\$31,114.65	\$0.00	\$0.00	\$31,114.65	\$0.00	0.00%	\$0.00	\$31,114.65
2004	\$19,664.88	\$0.00	\$0.00	\$19,664.88	\$0.00	0.00%	\$0.00	\$19,664.88
2003	\$18,767.48	\$0.00	\$0.00	\$18,767.48	\$0.00	0.00%	\$0.00	\$18,767.48
2002	\$15,138.67	\$0.00	\$0.00	\$15,138.67	\$0.00	0.00%	\$0.00	\$15,138.67
2001	\$1,056.57	\$0.00	\$0.00	\$1,056.57	\$0.00	0.00%	\$0.00	\$1,056.57
2000	\$1,031.39	\$0.00	\$0.00	\$1,031.39	\$0.00	0.00%	\$0.00	\$1,031.39
1999	\$939.34	\$0.00	\$0.00	\$939.34	\$0.00	0.00%	\$0.00	\$939.34
1998	\$919.53	\$0.00	\$0.00	\$919.53	\$0.00	0.00%	\$0.00	\$919.53
1997	\$660.21	\$0.00	\$0.00	\$660.21	\$0.00	0.00%	\$0.00	\$660.21
1996	\$427.60	\$0.00	\$0.00	\$427.60	\$0.00	0.00%	\$0.00	\$427.60
1995	\$712.02	\$0.00	\$0.00	\$712.02	\$0.00	0.00%	\$0.00	\$712.02
1994	\$684.40	\$0.00	\$0.00	\$684.40	\$0.00	0.00%	\$0.00	\$684.40
1993	\$498.50	\$0.00	\$0.00	\$498.50	\$0.00	0.00%	\$0.00	\$498.50
1992	\$120.02	\$0.00	\$0.00	\$120.02	\$0.00	0.00%	\$0.00	\$120.02
PREVIOUS YEARS	\$848.73	\$0.00	\$0.00	\$848.73	\$0.00	0.00%	\$0.00	\$848.73

2021 Pecos County Tax Office YEAR TO DATE TOTALS FOR FT STOCKTON ISD I&S

From 05/01/2022 To 05/31/2022

JURISDICTION
TOTAL

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Run Date/Time: 06/01/2022 8:32:30 am

	ORIGINAL	SUPPLEMENTS	TOTAL CURRENT	% PAID	DELINQUENT	% PAID	JURISDICTION TOTAL
311S							
Beginning Balance:	167,248.48	0.00	167,248.48		164,979.48		332,227.96
Late Exemption:	0.00	0.00	0.00		0.00		0.00
Other Adjustments:	-1,313.84	0.00	-1,313.84		-574.47		-1,888.31
Supplements:	947.81	0.00	947.81		628.97		1,576.78
Total Adjustments:	-366.03	0.00	-366.03		54.50		-311.53
Adjusted Balance:	166,882.45	0.00	166,882.45		165,033.98		331,916.43
Total Tax Collected:	24,749.03	0.00	24,749.03	14.83%	9,316.50	0.06%	34,065.53
PR YR Refunds(NSF):	0.00	0.00	0.00		0.00		0.00
Uncollected Balance:	142,133.42	0.00	142,133.42		155,717.48		297,850.90
Tax:	24,749.03	0.00	24,749.03	14.83%	9,316.50	0.06%	34,065.53
Discount:	0.00	0.00	0.00		0.00		0.00
Penalty:	2,912.37	0.00	2,912.37		3,321.69		6,234.06
Overshort:	0.00	0.00	0.00		0.00		0.00
Net Collected :	27,661.40	0.00	27,661.40		12,638.19		40,299.59
Attorney:	4.95	0.00	4.95		2,636.84		2,641.79
Court Cost:	0.00	0.00	0.00		0.00		0.00
Abstract Fees:	0.00	0.00	0.00		0.00		0.00
Personal Penalty:	0.00	0.00	0.00		0.00		0.00
Total:	27,666.35	0.00	27,666.35		15,275.03		42,941.38

TAX YEAR	BEGIN BALANCE	ADJUSTMENTS	SUPPLEMENTS	ADJUSTED TOTAL	TAX COLLECTED	% PAID	PR YR REFUNDS/NSF	UNCOLLECTED
2020	\$65,603.76	-\$568.98	\$354.14	\$65,388.92	\$5,181.65	7.92%	\$0.00	\$60,207.27
2019	\$36,329.29	-\$5.49	\$274.83	\$36,598.63	\$3,842.08	10.50%	\$0.00	\$32,756.55
2018	\$12,734.77	\$0.00	\$0.00	\$12,734.77	\$147.42	1.16%	\$0.00	\$12,587.35
2017	\$12,343.76	\$0.00	\$0.00	\$12,343.76	\$103.24	0.84%	\$0.00	\$12,240.52
2016	\$3,550.09	\$0.00	\$0.00	\$3,550.09	\$17.95	0.51%	\$0.00	\$3,532.14
2015	\$3,143.83	\$0.00	\$0.00	\$3,143.83	\$5.54	0.18%	\$0.00	\$3,138.29
2014	\$3,353.72	\$0.00	\$0.00	\$3,353.72	\$4.78	0.14%	\$0.00	\$3,348.94
2013	\$3,380.89	\$0.00	\$0.00	\$3,380.89	\$0.00	0.00%	\$0.00	\$3,380.89
2012	\$2,822.64	\$0.00	\$0.00	\$2,822.64	\$2.65	0.09%	\$0.00	\$2,819.99
2011	\$2,353.59	\$0.00	\$0.00	\$2,353.59	\$5.59	0.24%	\$0.00	\$2,348.00
2010	\$2,727.42	\$0.00	\$0.00	\$2,727.42	\$5.60	0.21%	\$0.00	\$2,721.82
2009	\$6,114.28	\$0.00	\$0.00	\$6,114.28	\$0.00	0.00%	\$0.00	\$6,114.28
2008	\$2,538.47	\$0.00	\$0.00	\$2,538.47	\$0.00	0.00%	\$0.00	\$2,538.47
2007	\$1,132.69	\$0.00	\$0.00	\$1,132.69	\$0.00	0.00%	\$0.00	\$1,132.69
2006	\$813.87	\$0.00	\$0.00	\$813.87	\$0.00	0.00%	\$0.00	\$813.87
2005	\$1,822.11	\$0.00	\$0.00	\$1,822.11	\$0.00	0.00%	\$0.00	\$1,822.11
2004	\$1,210.60	\$0.00	\$0.00	\$1,210.60	\$0.00	0.00%	\$0.00	\$1,210.60
2003	\$1,570.22	\$0.00	\$0.00	\$1,570.22	\$0.00	0.00%	\$0.00	\$1,570.22
2002	\$1,190.18	\$0.00	\$0.00	\$1,190.18	\$0.00	0.00%	\$0.00	\$1,190.18
2001	\$243.30	\$0.00	\$0.00	\$243.30	\$0.00	0.00%	\$0.00	\$243.30

**FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
FOOD SERVICE MONTHLY REPORT
May 2022 SSO**

Operating Days 15

MEALS SERVED:

Breakfast	11,744
Lunch	25,015

STATE REIMBURSEMENTS:

Breakfast Program	\$30,593.12
Lunch Program	\$114,130.93

PerformanceBasedLunch

TOTAL REIMBURSEMENTS	\$144,724.05
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EXPENDITURES:

Food	\$122,816.18
Non-Food/Supplies	\$14,807.12
Labor	\$79,556.55

TOTAL EXPENDITURES:	\$217,179.85
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WAREHOUSE INVENTORY	\$15,845.49
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BANK ENDING BALANCE	\$54,785.19
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BUILDING MAINTENANCE REPORT

MAY 2022

CAMPUS	GENERAL	GLASS	GROUND	PLUMBING	ROOFING	PESTS
High School	5		5	8		1
Middle School	2		3	3		
Intermediate	1		2			1
Alamo	4		2	2		
Apache	3		3	4		
Butz	4		3			1
Central Office	2		3	1		
Building Maintenance	3					
Technology						
Transportation						
Warehouse						
Recreation Department						
WRTTC						
Comanche Property			1			
Totals	24	0	22	18	0	3

High School

Plumbing and faucet repairs. Repaired entrance doors. Repaired ag barn roof due to wind damage. Repaired broken chair in the auditorium. Repaired lock on front office door. Ground crew picked up broken tree branches due to storm. Ag barn-cleaned up area.

Middle School

Plumbing and faucet repairs. Repaired door in room 2. Repaired wall in boy's restroom. Fixed leak behind tennis courts and in front of gym.

Intermediate

Installed white board in room 18.

Alamo

Plumbing and faucet repairs. Repaired gym doors. Repaired flag pole pulley. Repaired latch on door to outside in B hallway.

Apache

Plumbing and faucet repairs. Repaired front door handle and lock.

Butz

Repaired lock due to broken key. Repaired gate. Unloaded pallets of books.

Central Office/School House

Picked up and stored framed bags at Butz. Plumbing repairs. Delivered copy paper to office.

Warehouse

Recreation Department

Building Maintenance

Repaired damaged fence and canopy due to storm. Picked up books from Butz and delivered to Apache, Intermediate, Middle School and High School.

Transportation

Other

Spanish Trail Motel-Picked up trash and watered.

MECHANICAL MAINTENANCE REPORT

MAY 2022

CAMPUS	A/C	ELECTRICAL	HEATING	REFRIGERATION	OTHER
High School	10	17		2	1
Middle School	9			1	
Intermediate	8			1	
Alamo	2			2	
Apache	2	1		1	
Butz	2	1			
Central Office					
Building Maintenance					
Technology		1			
Transportation	1				
Warehouse	1	1			
Recreation Department					
WRTTC					
Totals	35	21	0	7	1

High School

Maintained pool chemicals-acid/chlorine levels. Special Event Center-changed belt on a/c unit and reset 2 a/c units. Replaced condenser fan motor on unit in room 45. Field house-repaired a/c water drain and replaced filters. Upgrade electrical at the ag barn.

Middle School

Repaired blower fan on unit 145 HVAC. Recharged a/c unit and changed filters in room 143. Changed filters and basic HVAC services on all a/c units. Replaced compressor, dryer filter and recharged unit with R22 in room 140.

Intermediate

Reset warehouse walk in freezer compressor lock out. Reset stat and changed filters on unit in room 19. Recharged a/c unit and changed filters in room 17. Reset a/c stat in room 6.

Apache

Walk in freezer-replaced heat strip. Replaced burnt transformer on a/c unit in room 4. Replaced light switch in hallway. Reset stat in gym office.

Alamo

Reach in cooler-repaired condenser. Replaced compressor/dryer filter in room D-1. Reset stat in room A-3. Kitchen walk in freezers-recharged with R22.

Butz

Replaced lights in room 9. Repaired loose wall plug in room 5. Reset a/c in lobby area. Replaced a/c electrical contactor in room 7.

Central Office/School House

Transportation

Mechanic shop-replaced 1-ton ductless mini split a/c.

Building Maint. Shop

Warehouse

Technology

Other

MAY 2022

MILEAGE					
	CURRENT MONTH	PREVIOUS MONTH	SCHOOL YEAR TO DATE	PRIOR YEAR	PRIOR SCHOOL YEAR TO DATE
EXTRA-CURRICULAR/CO-CURRICULAR MILES	12295.5	20849.1	309116.6	9150.1	125936.6
REGULAR ROUTE MILES	14430.6	17736.2	261064.3	14182.7	114211.4
MAINTENANCE AND OPERATIONS MILES	3967.0	5111.0	104069.0	4750.2	51332.7
TOTAL	30693.1	43696.3	674249.9	28083.0	291480.7

STAFF DEVELOPMENT TRAVEL

[illegible]

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF EDUCATION
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT**

June 8, 2022
7:00 pm

President Billy Espino called the meeting to order at 7:00 pm.

Secretary Anastacio Dominguez established a quorum with the following: Anastacio Dominguez, Billy Espino, Flo Garcia, Freddie Martinez, Sandra Rivera, and Ursula Sanchez. Andy Rivera arrived at 7:11 pm.

Vice President Flo Garcia led the pledges to the flags and Superintendent Dr. Gabriel Zamora gave the invocation.

OPEN FORUM AND PUBLIC COMMENTS

Alex Gonzalez addressed the board to deliver a recommendation to obtain highly skilled and trained individuals to protect and set the standard of protection for our children.

Robert Losoya addressed the board to address his concern about the reduction of School Resource Officers in the district, and request to change the reduction of trained law enforcement on campus.

Robert Lujan addressed the board with a recommendation to have more armed police officers on campus as well as the professional recommendation to move forward with 4-5 School Resource Officers which the Fort Stockton Police Department can recruit and train.

STAFF REPORTS

Principals - Campus Students of the Month

Superintendent - adjusters report for the recreation center. Meeting with Shuster and Rodriguez as to the future of the Recreation Center.

Business Manager

Assistant Superintendents and Athletic Director

CONSENT AGENDA

Motion made by Flo, seconded by Andy, and carried unanimously to approve the consent agenda including the minutes of the regular meeting of May 23, 2022, the special meeting of May 30, 2022, and the May Check Register.

DISCUSSION AND INFORMATION

Budget Adoption was presented to the board by Maria Gomez.

ACTION ITEMS

Motion made by Andy, seconded by Sandra, and carried unanimously to approve the Salary Recommendations and Compensation Plan.

Motion made by Andy, seconded by Freddie, and carried unanimously to approve the Zone Salary Teacher Contract/Agreement.

Motion made by Flo, seconded by Sandy, and carried unanimously to approve the Delegate Zone Salary Contract Authority to Superintendent.

Motions made by Andy, seconded by Flo, and carried unanimously to approve the Leave Policy Update DEC(Local).

Motions made by Freddie, seconded by Ursula, and carried unanimously to approve the Housing Manual and Policy Update.

Motions made by Anastacio, seconded by Flo, and carried unanimously to approve the CTE Improvements and Program Expansion Allocation.

Motions made by Flo, seconded by Andy, and carried unanimously to approve the Campus Security Improvements and Upgrades Plan.

No action needed for the approval of the SROs, Safety, Emergency Operations Plan.

Motions made by Anastacio, seconded by Ursula, and carried unanimously to approve the development of the FSISD Guardian Plan to be reviewed and possibly approve in a future meeting.

CLOSED SESSION

In accordance with the Texas Open Meetings Act (Subchapters D and E of Chapter 551 of the Texas Government Code), the board entered into a closed meeting to discuss personnel (551.074) and consult with an attorney (551.071) at 8:42 pm.

OPEN SESSION

The board reconvened in open session at 9:16 pm.

PERSONNEL ACTIVITY

No activity to report at this time.

FUTURE MEETINGS

The regularly scheduled board meeting will be on June 30, 2022.

Meeting adjourned at 9:21 pm.

Presiding Officer

Attesting Officer

**AGENDA ITEM:**

Midland College Memorandum of Understanding & Partnership Agreements

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

Midland College has partnered with FSISD for several years. These are the annual agreements and MOUs to continue said partnership.

FISCAL IMPLICATIONS:

Cost associated with dual credit and facilities.

RECOMMENDATION:

I recommend the board continue the partnerships with Midland College.

MOTION:

I move to approve the MOUs and Partnership Agreements with Midland College as presented

**Midland College and Fort Stockton High School
Dual Credit Partnership Agreement
2022-2023**

The Texas Higher Education Coordinating Board (THECB) rules applying to all public institutions of higher education in Texas, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85, provide for dual credit partnerships between secondary schools and Texas public colleges. Midland College will be the sole IHE offering lower-division courses to Fort Stockton ISD. In keeping with these rules, Midland College (MC) and Fort Stockton High School hereby agree to the following:

I. Eligible Courses

A college course offered for dual credit must be in the MC core curriculum, a career and technical education course, or a foreign language course.

II. Student Eligibility

- A. Midland College will determine student eligibility according to Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85.
- B. Students must meet regular prerequisite requirements established by MC for each course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

III. Location and Composition of Classes

- A. Dual credit classes may be taught on one of the Midland College campuses, on the high school campus, in online or interactive videoconferencing format. Fort Stockton High School and MC will provide and maintain mutually agreed upon physical facilities and equipment appropriate to course offerings.
- B. Dual credit classes may be composed of dual credit students only or of dual credit and college credit students. A mixed class that includes high school credit-only students, may be allowed only if:
 - 1. the course involved is required for completion under the State Board of Education High School Program graduation requirements and the high school involved is otherwise unable to offer such a course; or
 - 2. the high school credit-only students are College Board Advanced Placement students or International Baccalaureate students; or
 - 3. the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

IV. Faculty Selection, Supervision and Evaluation

- A. MC will select instructors of dual credit courses. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the college to select faculty responsible for teaching the same courses at the main campus of MC.
- B. Fort Stockton High School will submit a list of proposed ISD dual credit instructors to MC by July 1 for the fall semester or October 15 for the spring semester. A high school instructor who wants to become a dual credit instructor for MC must submit an employment application, résumé, official transcripts and other required documentation to MC Human Resources and become employed as an adjunct faculty member for MC. Adjunct Faculty will be compensated by Midland College based on number of students/courses enrolled on MC Census Day.
- C. Dual credit instructors are expected to fulfill the same instructional responsibilities as all other MC adjunct faculty members.

- D. MC will supervise and evaluate instructors of dual credit courses using the procedures used for all MC adjunct faculty. Instructors teaching at the high schools will conduct student evaluations each semester in each course using the college's standard procedures. MC instructional administrators will visit high school dual credit classes for observation at their discretion. MC appoints full-time faculty department chairs and academic dual credit liaisons who oversee curriculum and provide guidance to part-time faculty.
- E. A qualified class facilitator with subject matter content knowledge, provided by the school, will be present at all times in a classroom and available to monitor online courses. Midland College will provide for compensation to class facilitators based on number of students/courses enrolled on MC Census Day. Class Facilitators will agree to MC Dual Credit Facilitator – Faculty Roles and Expectations.

V. STATEWIDE DUAL CREDIT GOALS FOR INDEPENDENT SCHOOL DISTRICTS

- A. MC and Fort Stockton High School implement purposeful and collaborative outreach efforts to inform dual credit students and their parents of the benefits and costs of dual credit, including but not limited to, enrollment/registration procedures, tuition rates, and textbook requirements. Transportation costs to and from a MC campus and instructional materials are the responsibility of the ISD and/or student.
- B. All MC dual credit courses transition to MC degrees or certificate programs, or they are included in a transitional pathway to postsecondary education as described in the Midland College Catalog and Student Handbook. Applicable course equivalency crosswalks are posted for each ISD on the MC dual credit webpages and attached as Exhibit "A". Students are advised and encouraged to successfully complete dual credit courses that apply toward their selected pathway, certificate and/or degree plan.
- C. MC provides a dual credit pathway advisor for academic and college readiness advising and access to student support services to bridge successfully into college course completion. Dual credit students have access to the same or comparable student and academic support services (e.g. academic advising, counseling, library and learning resources, math/science/writing labs, disability services, and tutoring) provided to all MC students.
- D. The quality and rigor of dual credit courses is sufficient to ensure student success in subsequent courses. Dual credit courses are equivalent to all other MC courses with respect to curriculum, student learning outcomes, course materials, instruction, and method/rigor of student evaluation. Course expectations are upheld regardless of student composition of the class. Faculty department chairs and transfer dual credit liaisons monitor the quality of dual credit courses employing the same methods utilized for all MC courses. Instructors at the high schools follow master course syllabi and use the same textbook as their counterparts teaching on campus. Faculty department chairs and transfer dual credit liaisons have access to grade distribution reports to assess the consistency among locations and instructors. When appropriate, artifacts of student work are collected from students in dual credit classes and evaluated along with artifacts from other courses. Assessment results are kept on record.

VI. Academic Policies, Student and Academic Support Services

MC academic policies applicable to courses taught at the main campus also apply to dual credit courses. See the Midland College Policy Manual and Midland College Catalog and Student Handbook, which are available on the dual credit link of the MC website.

VII. TSI Readiness

- A. For Language Arts, MC will provide reading and writing curriculum to be taught by a qualified high school English instructor in conjunction with senior English. Students must pass the course with a grade of 70 to be considered TSI complete in reading and writing at MC for up to 24 months. In order to make the TSI complete status transferable, a student will need to enroll in and pass MC's ENGL 1301, Composition I.
- B. For mathematics, MC will provide math curriculum for Non-STEM majors to be taught by a qualified high school mathematics instructor. Students who pass the final exam with a grade of 70 or above will be TSI complete in non-STEM math at MC for up to 24 months. In order to make the TSI complete status transferable, a student will need to enroll in and pass MC's MATH 1332, Contemporary Math or MATH 1342, Statistics.

VIII. Transcription of Credit

MC transcripts credit for dual credit courses immediately upon student course completion.

IX. Reporting

MC provides mutually agreed-upon reports of student enrollment and grades to the designated school or ISD officials as permissible by FERPA.

X. Funding

- A. State funding for dual credit courses is available to both Fort Stockton High School and MC based on the current funding rules of the State Board of Education and the THECB.
- B. Parents/students are responsible for tuition/fees/textbooks for transfer dual credit that does not fall within the articulated courses under career technical education dual credit.

For Midland College:

Dr. Steve Thomas
President, Midland College

Date

For Fort Stockton High School:

Dr. Gabriel Zamora
Superintendent, Fort Stockton ISD

Date

Attachment A:

COURSE CROSSWALK

Midland College Course Code

ISD Course Code

PEIMS

Academic Courses

SPCH 1315 – Public Speaking	Professional Communications	13009900
ENGL 1301 – Composition and Rhetoric ENGL 1302 – Composition and Rhetoric	English III DC	3220300
HIST 1301 – United States History to 1877 HIST 1302 – United States History Since 1877	History AP	3340100
ENGL 2322 – Literature of England I ENGL 2323 – Literature of England I	English IV DC	3220400
GOVT 2305 – Federal Government	US Government DC	3330100
ECON 2301 – Principles of Economics I	Economics	3310300
GOVT 2306 – State Government	Soc Studies Adv.	03380001
MATH 1314 – College Algebra	INSTMTH2	3102501
MATH 1342 - Statistics	STATSRM	3102501
SPAN 1411 – Elementary Spanish I	Spanish 3	03440300
SPAN 1412 – Elementary Spanish II	Spanish 3	03440300
PSYC 2301 – Introduction to Psychology	Psych	3350100
KINE 1164 - Introduction to Physical Fitness & Wellness	Kinesiology I	N1302104
Business Courses - Technical		
POFT 1227 - Introduction to Keyboarding POFI 1204 - Computer Fundamentals	BUSMGT I	13011400
ITSW 1301 - Intro to Word Processing POFT 1301 - Business English	BUSMGT II	13011500
POFT 1309 - Administrative Office Procedures I POFT 1325 - Business Math Using Technology	ENTREP	13034400
Energy Courses - Technical		
ELMT 1305 - Basic Fluid Power ENER 1330 - Basic Mechanical Skills	Principles of Technology	13037100
INMT 1317 - Industrial Automation INMT 2303 - Pumps, Compressors & Mechanical Drives	Scientific Research and Design	13037200
PTRT 1301 - Introduction to Petroleum Industry OSHT 1301 - Introduction to Safety & Health Technology	Engineering Design and Development	13037300

Health Science 1st Year - Technical		
HPRS 1101 - Principles of Health Science	Introduction to Health Professions	13020200
MDCA 1213 - Medical Terminology		
MDCA 1210 – Medical Assistant Interpersonal and Communications Skills	Professional Communications	13009900
NURA 1307 - Body Systems	Medical Terminology	13020300
Certified Nurse Aide 2nd Year		
HPRS 1202 - Wellness & Health Promotions	Principles of Health Science	13020200
HPRS 1204 - Basic Health Profession Skills		
NURA 1301 - Nurse Aide for Health Care	Health Science Theory	13020400
NURA 1160 - Clinical-Nursing Assistant/Aide and Patient Care	Health Science Clinical	13020410
Pharmacy Technician 2nd Year		
PHRA 1301 - Introduction to Pharmacy	Pharmacology	13020950
PHRA 1209 - Pharmaceutical Mathematics I		
PHRA 1247 - Pharmaceutical Mathematics II		
PHRA 1143 - Pharmacy Technician Certification Review		
PHRA 1160 - Clinical - Pharmacy Technician/Assistant	Pharmacology	13020410
Automotive Courses - Technical		
OSHT 1301 - Introduction to Safety & Health Technology	Occupational Safety and Environmental Tech I	N1303680
MCHN 1320 – Precision Tools & Measurements		
AUMT 1305 – Introduction to Automotive Technology	Automotive Tech I/Lab	13039600
AUMT 2317 – Engine Performance Analysis		
AUTM 1316 – Automotive Suspension & Steering	Automotive Tech II/Lab	13039700
AUTM 1310 – Automotive Brake Systems		

**MIDLAND COLLEGE WRTTC &
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
AUTOMOTIVE TECHNICIAN PROGRAM 2022 – 2023**

Memo of Understanding

I. Program Outline:

The Midland College Williams Regional Technical Training Center will manage an Automotive Technician Program for F.S.I.S.D. This will be a Monday - Friday program that runs on the F.S.I.S.D. schedule.

Students will be offered opportunity to take the below courses over a two-year period in order to complete their Automotive Technician Certificate. Courses will be offered two class period block per day to accommodate the 18 college credit hours. Students must have all course and be the same students enrolled in designated classes due to rotation of courses.

II. Enrollment:

This contract fee is per student per level. Each section and must have at least a minimum of 12 students enrolled per section based on three (3) sections. FSISD will be billed only on students enrolled as of MC Census Day.

Students that do not meet the minimum requirements to enroll for college credit will be enrolled under continuing education for CE credit.

III. Course Breakdown:

Year 1 – based on 3 sections

AUMT 1305 - Introduction to Automotive Technology (\$207.00 per student)	\$ 7,452.00
OSHT 1301 - Introduction to Safety & Health Technology (\$207.00 per student)	\$ 7,452.00
AUMT 2317 - Automotive Engine Performance Analysis I (\$207.00 per student)	<u>\$ 7,452.00</u>
<u>Tuition:</u>	\$ 22,356.00

Year 2 –

AUMT 1316 - Automotive Suspension and Steering (\$207.00 per student)	\$ 7,452.00
MCHN 1320 - Precision Tools and Measurement (\$207.00 per student)	\$ 7,452.00
AUMT 1310 - Automotive Brake Systems (\$207.00 per student)	<u>\$ 7,452.00</u>
<u>Tuition:</u>	\$ 22,356.00

IV. Annual Cost

A. Tuition and Fees approximate annual cost to FSISD	
Year 1	\$ 22,356.00
Year 2	\$ 22,356.00
B. Books: TBD	<u>\$.00</u>
TOTAL	\$ 44,712.00

Date _____
Dr. Gabriel Zamora
Superintendent
Fort Stockton Independent School District

Date _____
Steve Thomas
President
Midland College

**MIDLAND COLLEGE WRTTC &
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT**

Business Management, Administration, and Business Finance 2022 – 2023

Memo of Understanding

I. Program Outline:

The Midland College Regional Technical Training Center will instruct Business Management, Administration, and Business Finance courses for FSISD. This will be a Monday - Friday program that runs on the F.S.I.S.D. schedule.

II. Enrollment:

This contract fee will cover up to 80 students in 4 sections. Due to instructor ratio and lab space, each section can have no more than 20 students or must have at least a minimum of 10 students enrolled at one time. Students that do not meet the minimum requirements to enroll for college credit will be enrolled under continuing education for CE credit. FSISD will be billed only on students enrolled as of MC Census Day.

II. Course Breakdown:

Students following normal rotation:

POFT 1309 – Administrative Office Procedures (cost per student = \$207.00)	\$ 16,560.00
POFI 1204 – Computer Fundamentals (cost per student = \$138.00)	<u>\$ 11,040.00</u>
Tuition:	\$ 27,600.00

Students needing additional courses to complete Administrative Clerk Certificate:

POFT 1325 - Business Math Using Technology (cost per student = \$207.00)
POFT 1301 - Business English (cost per student = \$207.00)
ITSW 1301 - Introduction to Word Processing (cost per student = \$207.00)

Annual Cost

A. Tuition and Fees approximate annual cost to FSISD for 80 students:	\$ 27,600.00
B. Books or Access Codes: Cengage 1 year SAM Code @ \$195.00 per student	<u>\$ 15,600.00</u>
*TOTAL	\$ 43,200.00

**Total not including students needing additional courses to complete certificate.*

Date _____
Dr. Gabriel Zamora
Superintendent
Fort Stockton Independent School District

Date _____
Steve Thomas
President
Midland College

**MIDLAND COLLEGE WRTTC &
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
ENERGY TECHNICIAN PROGRAM 2022 – 2023**

Memo of Understanding

I. Program Outline:

The Midland College Williams Regional Technical Training Center will manage an Energy Technician Program for F.S.I.S.D. This will be a Monday - Friday program that runs on the F.S.I.S.D. schedule.

Juniors and Seniors will be offered opportunity to take the below courses over a two-year period in order to complete their Energy Technician Certificate. Engineering Design students will have four courses which will be offered over two semesters utilizing two class period block per day to accommodate the 12 college credit hours. Engineering Design students must have prerequisite of ENER 1330 and ELMT 1305 and be the same students enrolled in designated classes (Fall and Spring).

II. Enrollment:

This contract fee is per student per level. Due to the lab space, each section can have no more than 20 students per section and must have at least a minimum of 10 students enrolled per section. Students that do not meet the minimum requirements to enroll for college credit will be enrolled under continuing education for CE credit. FSISD will be billed only on students enrolled as of MC Census Day.

III. Course Breakdown:

Year 1 - Principles of Technology – limit to two sections, 40 students

ENER 1330	Basic Mechanical Skills for Energy (cost per student = \$207.00)	\$ 8,280.00
ELMT 1305	Basic Fluid Power (cost per student = \$207.00)	\$ 8,280.00
<u>Tuition:</u>		\$16,560.00

Year 2 –Engineering Design –limit to one section, 20 students Prerequisites: ENER 1330 & ELMT 1305

(Must be same students in two class period block per day for Fall and Spring semesters)

INMT 2303	Pumps, Compressors and Mechanical Drives (cost per student = \$207.00)	\$ 4,140.00
INMT 1317	Industrial Automation (cost per student = \$207.00)	\$ 4,140.00
OSHT 1301	Introduction to Safety and Health Technology (cost per student = \$207.00)	\$ 4,140.00
PTRT 1301	Introduction of Petroleum Industry (cost per student = \$207.00)	\$ 4,140.00
<u>Tuition:</u>		\$16,560.00

IV. Annual Cost

A. Tuition and Fees approximate annual cost to FSISD	
Year 1	\$ 16,560.00
Year 2	\$ 16,560.00
B. Books: N/A	\$.00
TOTAL	\$ 33,120.00

Date _____
Dr. Gabriel Zamora
Superintendent
Fort Stockton Independent School District

Date _____
Steve Thomas
President
Midland College

**MIDLAND COLLEGE WRTTC &
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT
Health Science Technology 2022 – 2023**

Memo of Understanding

I. Program Outline:

The Midland College Williams Regional Technical Training Center will manage a Health Sciences Program for F.S.I.S.D. This will be a Monday - Friday program that runs on the F.S.I.S.D. schedule. Students will be offered opportunity to take the below courses. Senior students in Nurse Aide and, Pharmacy Technician courses will utilize a two-class period block to accommodate the contact hours for credit or continuing education course requirements.

II. Enrollment:

Year 1 and 2 - This contract will cover up to 60 students in three sections. Due to instructor ratio and lab space, each section can have no more than 20 students and must have at least a minimum of 10 students enrolled at one time. Students that do not meet the minimum requirements to enroll for college credit will be enrolled under continuing education for CE credit. FSISD will be billed only on students enrolled as of MC Census Day.

Seniors – (Nurse Aide and Pharmacy Technician) This contract will cover up to 60 students in three sections. Due to instructor ratio and lab space, each section can have no more than 20 students. Sections will need to be a two-period block offering Monday – Friday because of the hours required for the Nurse Aide and Pharmacy Technician portions of the training. FSISD will be billed only on students enrolled as of MC Census Day.

III. Course Breakdown:

Year 1 and 2:

HPRS 1101 Introduction to Health Professions (cost per student = \$69.00)	\$ 4,140.00
MDCA 1213 Medical Terminology (cost per student = \$138.00)	\$ 8,280.00
NURA 1307 Body Systems (cost per student = \$207.00)	\$12,240.00
EMSP 1019 CPR for Healthcare Providers (cost per student = \$15.00)	\$ 900.00
MDCA 1210 Med Asst Interpersonal & Communications (cost per student = \$138.00)	\$ 8,280.00

Annual Cost

A. Tuition and Fees approximate annual cost for 60 students:	\$33,840.00
B. Books (annual access codes to online textbooks & standardized exams):	\$11,700.00
JUNIOR YEAR TOTAL	\$45,540.00

NURSE AIDE – leads to state examination for C.N.A. certification

Nurse Aide (Senior students only – 20 students per section)

HPRS 1204 Basic Health Profession Skills (cost per student = \$138.00)	\$ 2,760.00
HPRS 1202 Wellness & Health Promotions (cost per student = \$138.00)	\$ 2,760.00
NURA 1301 Nurse Aide for Health Care (cost per student = \$207.00)	\$ 4,140.00
NURA 1160 Clinical - Nursing Assistant (cost per student = \$69.00)	\$ 1,380.00

Annual Cost

A. Tuition and Fees approximate annual cost for 20 students:	\$11,040.00
B. Books (annual access codes to online textbooks & standardized exams):	\$ 3,900.00
C. State Skills Exam (\$104.50 per student paid by MC WRTTC)	\$ 0.00
NURSE AIDE TOTAL	\$14,940.00

Pharmacy Technician – leads to National Pharmacy Technician Certification Board Exam

Pharmacy Technician (Senior students only – 20 students per section)

PHRA 1301 Introduction to Pharmacy (cost per student = \$207.00)	\$ 4,140.00
PHRA 1209 Pharmaceutical Math I (cost per student = \$138.00)	\$ 2,760.00
PHRA 1247 Pharmaceutical Math II (cost per student = \$138.00)	\$ 2,760.00
PHRA 1160 Clinical – Pharmacy Technician (cost per student = \$69.00)	\$ 1,380.00
PHRA 1143 Certification Review (cost per student = \$69.00)	\$ 1,380.00

Annual Cost

A. Tuition and Fees approximate annual cost for 20 students:	\$12,420.00
B. Books (annual access codes to online textbooks & standardized exams):	\$ 3,900.00
C. State Skills Exam (\$129.00 per student paid by MC WRTTC)	\$ 0.00

PHARMACY TECHNICIAN TOTAL **\$16,320.00**

TOTAL for 2022 – 2023 Health Science **\$76,800.00**

Dr. Gabriel Zamora
Superintendent
Fort Stockton Independent School District

Date _____

Steve Thomas
President
Midland College

Date _____



AGENDA ITEM:	MEETING DATE:
Shared Services Agreements with Region 18	June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

This is to approve the programs and services provided to the district by Region 18.

These are mostly the same services as we have had in the past.

FISCAL IMPLICATIONS:

\$223,427.20

RECOMMENDATION:

I recommend approving the services and fees interagency agreement with Region 18.

MOTION:

I move to approve the services and fees interagency agreement with Region 18.

[Click here to print](#)**Certification Services**

CS-01-HR	2022 - 2023 Power School Job Applicant Tracking System	\$2,050.00
CS-02-PDRS	2022 - 2023 Professional Development Record Services	\$732.00
Subtotal:		\$2,782.00

Curriculum & Instruction

SF-02-BIESL	2022 - 2023 Bilingual/ESL Services	\$5,760.00
TL-01-TM	2022 - 2023 Tailor Made Package	\$69,552.00
Subtotal:		\$75,312.00

Information Systems

IS-03-AS	2022 - 2023 IS Additional Support	\$13,374.00
IS-01-BS	2022-2023 ASCENDER Services	\$51,968.00
Subtotal:		\$65,342.00

Instructional Technology & Analytics

TL-07-DMAC	2022 - 2023 DMAC	\$14,610.20
TL-08-EDU	2022 - 2023 Eduphoria!	\$5,300.00
Subtotal:		\$19,910.20

Support Services

SS-02-PC	2022 - 2023 Purchasing Cooperative	\$750.00
SS-03-SFS	2022 - 2023 School Finance Consultation	\$1,750.00
SS-04-SSS	2022 - 2023 School Safety Services	\$4,200.00
SS-05-WTFSC	2022 - 2023 West Texas Food Service Purchasing Cooperative - Food and CNS Supplies	\$0.00
Subtotal:		\$6,700.00

Technology Support Services

ED-00-A	ED-00-A	\$53,381.00
Subtotal:		\$53,381.00
Total:		\$223,427.20



FORT STOCKTON
INDEPENDENT SCHOOL DISTRICT

AGENDA ITEM:

Appointment of TASB Delegate and Alternate (09/24/22)

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

TASA/TASB Annual Convention is scheduled for September 23-25 in San Antonio. In order to participate/vote in the 2022 TASB Delegate Assembly, the board must select its primary and alternate Delegates. The form will be submitted online once approved.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

I recommend approving trustees who plan to attend the conference and want to participate in the assembly.

MOTION:

I move to approve _____ as primary and _____ as alternate delegates for the 2022 TASB Delegate Assembly.

**AGENDA ITEM:**

TASB Policy Update 119

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

TASB updates policies in response to legislative sessions, etc.

FISCAL IMPLICATIONS:

I recommend approving TASB Policy Update 119

RECOMMENDATION:

I move to approve TASB Policy Update 119 as presented.

MOTION:

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note: Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Legislature Regular and Special Sessions.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Quality of learning indicators for remote instruction performance reporting have been added from SB 15 (Second Called Session). (See page 6.)

BBB(LEGAL)

BOARD MEMBERS: ELECTIONS

Provisions have been added to this legally referenced policy on elections for a more complete presentation of applicable legal content.

BBBA(LEGAL)

ELECTIONS: CONDUCTING ELECTIONS

Upon the board's receipt of certification that a candidate is unopposed in an election, SB 1 (Second Called Session) requires the board to cancel the election and declare each unopposed candidate elected to office.

SB 1 also changed the definition for *eligible county polling place*. Other revisions are to better match legal sources.

BBE(LEGAL)

BOARD MEMBERS: AUTHORITY

Provisions on board authority that are addressed at other codes have been removed to eliminate duplication.

BBG(LEGAL)

BOARD MEMBERS: COMPENSATION AND EXPENSES

A revision clarifies that an officer *or employee* may participate in the comptroller's contract for travel services when traveling for official business. The comptroller can no longer charge fees for these services.

BBI(LEGAL)

BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

Revisions are to update citations and better reflect legal sources.

BDAA(LEGAL)

OFFICERS AND OFFICIALS: DUTIES AND REQUIREMENTS OF BOARD OFFICERS

Revisions are to better reflect legal sources.

BDB(LEGAL)

BOARD INTERNAL ORGANIZATION: INTERNAL COMMITTEES

Provisions on board committees have been revised based on current legal authority.

BE(LEGAL)

BOARD MEETINGS

This legally referenced policy on board meetings has been revised to reorder and add some existing legal provisions, delete nonessential provisions, and better reflect legal sources.

BQ(LEGAL)

PLANNING AND DECISION-MAKING PROCESS

Revised Administrative Code rules resulted in changes to shared services arrangements for DAEP services.

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

CCGA(LEGAL)

AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

As provided by SB 611 (Regular Session) and Senate Joint Resolution 35 and approved by voters in November 2021, the surviving spouse of a member of the U.S. armed forces who is fatally injured in the line of duty is entitled to the residence homestead property tax exemption as long as the surviving spouse remains unmarried. (See page 5.)

CDB(LEGAL)

OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

Revisions are to better reflect statutory sources.

CDC(LEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

SB 3 (Second Called Session) revised the provisions on prohibited use of private funding for certain curriculum and professional development purposes.

CH(LEGAL)

PURCHASING AND ACQUISITION

We have added a reference on page 12 to amended rules from the Texas Department of Information Resources on purchasing information technology commodity items.

CI(LEGAL)

SCHOOL PROPERTIES DISPOSAL

Revisions are to better reflect statutory sources.

CPC(LEGAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Revisions to this legally referenced policy are based on revised Administrative Code rules from the Texas State Library and Archives Commission (TSLAC) published in Bulletin B: Electronic Records Standards and Procedures. An overview of Bulletin B is available on the TSLAC website.

CPC(LOCAL)

OFFICE MANAGEMENT: RECORDS MANAGEMENT

Recent updates by the Texas State Library and Archives Commission (TSLAC) to Bulletin B: Electronic Records Standards and Procedures prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The Regulations Resource Manual includes updated sample procedures on this topic, and the Legal Issues in Update 119 memo describes common legal concerns and best practices specific to this policy topic.

CQA(LEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

Based on HB 1525 (Regular Session) and SB 9 (Second Called Session), we have added the requirement to post curriculum materials on human sexuality instruction and instruction related to the prevention of child abuse, family violence, dating violence, and sex trafficking to the extent the materials are in the public domain. (See item 42.)

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

CRD(LEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

Revisions to TRS-ActiveCare provisions are based on amended Administrative Code rules. New text addresses prohibitions on offering alternative group health coverage (see page 2) and highlights the information that must be submitted with written elections to participate in TRS-ActiveCare (see page 3).

CS(LEGAL)

FACILITY STANDARDS

Changes throughout this legally referenced policy on facility standards are from new Administrative Code rules that add extensive standards for capital improvement projects on or after November 1, 2021, and revised Administrative Code rules on the standards applicable to these projects before November 1, 2021.

CV(LEGAL)

FACILITIES CONSTRUCTION

Changes to this legally referenced policy on facilities construction are from new Administrative Code rules that add extensive facility standards for construction of capital improvement projects on or after November 1, 2021.

An existing provision has been added on page 3 regarding the board's notice of delegation.

DC(LEGAL)

EMPLOYMENT PRACTICES

We have added on page 4 new Administrative Code rules addressing the monthly certified statement of employment the district must submit to TRS for retirees employed by the district.

DEAA(LEGAL)

COMPENSATION PLAN: INCENTIVES AND STIPENDS

Changes reflect revised Administrative Code rules on the local optional teacher designation system and mentor teacher programs.

DECB(LEGAL)

LEAVES AND ABSENCES: MILITARY LEAVE

This legally referenced policy on military leave has been updated based on revisions to the Uniformed Services Employment and Reemployment Rights Act (USERRA).

DFE(LEGAL)

TERMINATION OF EMPLOYMENT: RESIGNATION

Provisions on contract abandonment are revised based on amended rules from the State Board for Educator Certification. The reasons an educator may abandon a contract for good cause now include the educator's reasonable belief that the educator had written permission from the district to resign. Several new mitigating factors have also been added.

DG(LEGAL)

EMPLOYEE RIGHTS AND PRIVILEGES

SB 3 (Second Called Session) broadened a provision from HB 3979 (Regular Session) so that a teacher may not be compelled to discuss a widely debated and controversial issue of public policy or social affairs for any course or subject. The provision is no longer limited to social studies courses in the required curriculum. (See page 5.)

DHC(LEGAL)

EMPLOYEE STANDARDS OF CONDUCT: REPORTS TO TEXAS EDUCATION AGENCY

Amended Administrative Code rules revise terminology from *solicitation of sexual conduct* to *solicitation of sexual contact* to better align with statute.

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

DMA(LEGAL)

PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Revisions are to update citations and better reflect statutory wording.

DMA(LOCAL)

PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

Please note: SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

DP(LEGAL)

PERSONNEL POSITIONS

Provisions on school psychological services have been updated based on revised Administrative Code rules.

E(LEGAL)

INSTRUCTION

The E section table of contents has been updated to add the new code EHDF, which includes provisions on local remote learning programs, and to update the subtitle for EFB, Library Materials.

EF(LEGAL)

INSTRUCTIONAL RESOURCES

SB 3 (Second Called Session) requires a district to provide login credentials to parents to access learning management or online learning portals used for student instructional materials.

EHAA(LEGAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Effective with the 2022–23 school year, SB 9 (Second Called Session) provides that the SHAC must recommend the appropriate grade levels and curriculum for instruction on child abuse, family violence, dating violence, and sex trafficking.

The bill also imposes several requirements regarding curriculum materials on those topics, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

The *Regulations Resource Manual* includes a sample board resolution for convening the SHAC and a sample parental consent form.

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

EHAA(LOCAL)

BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The Regulations Resource Manual includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHB(LOCAL)

CURRICULUM DESIGN: SPECIAL PROGRAMS

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education cyclical monitoring reviews.

Please note: This policy will need to be adopted by the board and linked to the Legal Framework by the August 31, 2022, deadline. See TEA's FAQ on Special Education Operating Procedures.

EHBAA(LEGAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

Amended Administrative Code rules now refer to a student with an *auditory impairment* as a student who is *deaf or hard of hearing* to match statute. (See page 5.)

EHBAA(LOCAL)

SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education cyclical monitoring reviews.

Please note: This policy will need to be adopted by the board and linked to the Legal Framework by the August 31, 2022, deadline. See TEA's FAQ on Special Education Operating Procedures.

EHBAB(LEGAL)

SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

Amended Administrative Code rules revise the list of individuals who must be included in ARD committee meetings for students with deaf-blindness and revise terminology addressing students who are deaf or hard of hearing. Participating special education teachers or providers must be appropriately certified or licensed as required by federal law. The rules also address, as reflected on page 5, IEP implementation for students who enroll in a new district during the summer.

A new Administrative Code rule prohibits consideration of eligibility for supplemental special education services when developing or revising a student's IEP, determining the appropriate educational setting, or in the provision of a free appropriate public education. (See page 8.)

EHBAC(LEGAL)

SPECIAL EDUCATION: STUDENTS IN NONDISTRICT PLACEMENT

We have removed a repealed Administrative Code provision on out-of-state placement.

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

EHBC(LEGAL)

SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Reporting provisions on expenditure of the state compensatory education allotment have been added from the Administrative Code.

EHDE(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

A new provision from SB 15 (Second Called Session) explains how off-campus electronic courses or programs are counted for purposes of average daily attendance. (See page 12.)

EHDF(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM

Provisions on local remote learning programs from SB 15 (Second Called Session) are reflected in this new legally referenced policy. All provisions in the bill expire on September 1, 2023.

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules provide additional detail on the requirement for a student to complete a financial aid application to meet graduation requirements. The rules, beginning on page 3 of this policy, require the board to adopt the TEA-provided form a student may submit to opt out of the financial aid application requirement and require adoption of a board policy to address the methods by which a student can confirm submission of a financial aid application. See EIF(LOCAL), below.

EIF(LOCAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional TEA guidance on this topic is available.

The Regulations Resource Manual includes sample procedures on this topic, and the Legal Issues in Update 119 memo describes common legal concerns and best practices specific to this policy topic.

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

HB 3261 (Regular Session) allows a district to administer a state assessment instrument on the first instructional day of the week upon authorization by the commissioner of education.

EMB(LEGAL)

MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

SB 3 (Second Called Session) revised provisions on instructional requirements and prohibitions, including prohibited concepts and activities.

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

From SB 15 (Second Called Session) we have added a provision permitting a district to exempt students from the 90 percent attendance requirement for courses that are offered under a local remote learning program.

FFBA(LOCAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Revisions are to update citations and better reflect legal sources.

FFH(LEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

From SB 9 (Second Called Session) we have added the following on page 2:

- New policy requirements on dating violence, including parental notification upon a report of dating violence [see FFH(LOCAL), below]; and
- A provision requiring districts to make available to students age-appropriate materials on the dangers of dating violence and resources for students seeking help.

Other revisions are to better reflect legal sources.

FFH(LOCAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

FM(LEGAL)

STUDENT ACTIVITIES

Provisions from HB 25 (Third Called Session) address transgender students in athletic activities sponsored or authorized by a district and prohibit a student from participating in an athletic competition that is designated for a biological sex that differs from the biological sex stated on the student's official birth certificate. (See page 8.)

Explanatory Notes

TASB Localized Policy Manual Update 119

Fort Stockton ISD

FNA(LEGAL)

STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT EXPRESSION

We have added the recent U.S. Supreme Court case on student speech, *Mahanoy Area School District v B.L.* The case holds that public schools may have a special interest in regulating some off-campus student speech where the district's interest is sufficient to overcome the student's interest in free expression, such as in situations of serious or severe bullying or harassment, threats, or breaches of school security devices.

FOC(LEGAL)

STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Revisions are to better reflect legal sources.

FOCA(LEGAL)

PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS

Amended Administrative Code rules resulted in revisions to shared services arrangements for DAEP services and to provisions regarding transitions for students in DAEP.

FOF(LEGAL)

STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

From HB 785 (Regular Session) we have added a provision requiring the commissioner of education to adopt rules regarding the use of restraint and time-out with a student who is receiving special education services. (See page 8.)

GKA(LEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

An existing statutory provision has been added to clarify the effect of failing to post signs at each entrance to the premises or other property indicating that firearms and other weapons are prohibited. (See page 8.)

GKD(LEGAL)

COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

We have added existing statutory provisions regarding the use of district facilities by places of worship.

GKG(LEGAL)

COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

We have updated for clarification the provisions on obtaining criminal history record information.



AGENDA ITEM:	MEETING DATE:
TASB Interlocal Participation Agreement	June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

TASB has made an update to policy that we must approve if we wish to continue services.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

I recommend the board approve the agreement

MOTION:

I move to approve the TASB Interlocal Participation Agreement as presented

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

Pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, this Interlocal Participation Agreement (Agreement) is entered into by and between the Texas Association of School Boards Risk Management Fund (Fund) and the undersigned local government of the State of Texas (Fund Member). The Fund is an administrative agency of local governments (Fund Members) that cooperate in performing administrative services and governmental functions relative to risk management.

TERMS AND CONDITIONS

In consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, including, without limitation, the agreement of the Fund and Fund Members to provide risk management programs as detailed in this Agreement, the receipt and sufficiency of which are hereby acknowledged, Fund Member and the Fund, intending to be legally bound, and subject to the terms, conditions, and provisions of this Agreement, agree as follows:

1. **Authority.** Fund Member hereby approves and adopts the Restatement of Interlocal Agreement, dated May 20, 1997, which restated the Interlocal Agreement dated July 2, 1974, establishing the predecessor of the Fund. The Restatement of Interlocal Agreement is incorporated into this Agreement by reference and is available from the Fund upon request. This Agreement serves to outline the relationship between the Fund and Fund Member. While the Texas Interlocal Cooperation Act provides the overarching basis for the Fund, certain Fund programs are further authorized pursuant to various statutes, such as Chapter 504 of the Texas Labor Code, pertaining to workers' compensation; and Chapter 2259, Subchapter B, of the Texas Government Code, pertaining to other risks or hazards.
2. **Program Participation.** This Agreement enables Fund Member to participate in one or more of the Fund's available programs. Because this is an enabling Agreement, Fund Member must also execute a separate Contribution and Coverage Summary (CCS) for each Fund program from which it seeks coverage and/or administrative services. Only a valid CCS will confer the right to participate in a specific program and each CCS shall be incorporated into this Agreement. Through participation in any Fund program, Fund Member waives none of its immunities and authorizes the Fund, or its designee, to assert such immunities on its behalf and on behalf of the Fund or its designee.
3. **Term of Agreement.** This Agreement shall be effective from the date of the last signature below and shall remain in effect unless terminated as provided in this Agreement. This Agreement will automatically terminate if Fund Member ceases to participate in at least one of the Fund's programs (due to the expiration of a CCS participation term or the valid termination of same) or fails to meet the membership qualifications of the Fund as provided in this Agreement and as determined by the Fund in writing.
4. **Termination.** Unless this Agreement is automatically terminated as described above, this Agreement, and/or any component CCS applicable to Fund Member, can be terminated as set forth below. However, unless specifically required in a CCS, the termination of any single Fund program under a CCS shall not also result in the automatic termination of another pending CCS, or this enabling Agreement if any other CCS is still in force for Fund Member. Rather, each Fund program can only be terminated as provided in this Agreement.
 - a. **By Either Party with 30 Days Notice before Renewal.** Any CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal.
 - b. **By Fund Member upon Payment of Late Notice Fee.** If Fund Member fails to terminate a CCS as provided above, it may still terminate participation in any Fund program prior to the renewal date by paying a late notice fee as herein provided. If Fund Member terminates the CCS before the renewal date, but with fewer than 30 days' advance written notice, Fund Member agrees to pay the Fund a late notice fee in the amount of 25% of the annual contribution for the expiring participation term. Fund Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Fund's damages for the Fund Member's untimely withdrawal from the program identified in the CCS. However, once the renewal term of a CCS commences, Fund Member can no longer terminate the CCS by paying a late notice fee; the CCS shall renew and Fund Member must pay 100% of the annual contribution for the renewal period.
 - c. **By the Fund upon Breach by Fund Member.** The Fund may terminate this Agreement or any CCS based on breach of any of the following obligations, by giving 10 days' written notice to Fund Member of the breach; and Fund Member's failure to cure the breach within said 10 days (or other time period allowed by the Fund):
 - 1) Fund Member fails or refuses to make the payments or contributions required by this Agreement;
 - 2) Fund Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Fund;



- 3) Fund Member fails or refuses to follow loss prevention or statutory compliance requirements of the Fund, as provided in this Agreement; or
- 4) Fund Member otherwise breaches this Agreement.

If the Fund terminates this Agreement, or any CCS, based on breach as described above, Fund Member agrees that the Fund will have no responsibility of any kind or nature to provide coverage on the terminated Fund program post-termination. Further, Fund Member shall bear the full financial responsibility for any unpaid open claim and expense related to any claim, asserted or unasserted and reported or unreported, against the Fund or Fund Member, or incurred by the agents or representatives of Fund Member.

In addition to the foregoing, if termination is due to Fund Member's failure to make required payments or contributions, Fund Member agrees that it shall pay the Fund liquidated damages in the amount of 50% of the annual contribution for the participation term identified in the terminated CCS.

5. Contributions.

- a. **Agreement to Pay Contribution.** Fund Member agrees to pay its contribution for each Fund program in which it participates based on a plan developed by the Fund. The amount of contribution will be stated in the relevant CCS and will be payable upon receipt of an invoice from the Fund. Late fees amounting to the maximum interest allowed by law, but not less than the rate of interest authorized under Chapter 2251, Texas Government Code, shall begin to accrue daily on the first day following the due date and continue until the contribution and late fees are paid in full. If Fund Member fails to pay the amounts due under this Agreement, including any CCS, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for Fund Member's benefit, to offset the amount owed. Any offset will not extinguish Fund Member's obligation for any and all payments due under this Agreement, including any CCS.
- b. **Other Payments Due to the Fund.** In addition to contributions, if the Fund Member owes other payments to the Fund, such as deductibles or claim overpayments, and Fund Member fails to timely pay the amounts due, the Fund may redirect other amounts due to the Fund Member, payments received from Fund Member, or amounts held by the Fund for the Fund Member's benefit to offset the amounts owed.
- c. **Estimated Contribution and Contribution Adjustment.** In specified situations, the amount of contribution shown in the CCS will be identified as an estimate. The Fund reserves the right to request an audit of updated exposure information at the end of the CCS participation term and adjust contributions if Fund Member's exposure changes during the CCS participation term. As a result of the exposure review, any additional contribution payable to the Fund shall be paid by Fund Member, and any overpayment of contribution by Fund Member shall be returned or credited by the Fund. The Fund reserves the right to audit the relevant records of Fund Member in order to conduct this exposure review.

Upon expiration of each participation period, Fund Member may request a contribution adjustment due to exposure changes. Such request must be made in writing within 60 days after the end of the participation period. Fund Member must provide documentation as requested by the Fund to demonstrate that the exposure change warrants a contribution adjustment.

The annual contribution may be adjusted due to an exposure change or audit as presented in the CCS. The Fund may also request a contribution adjustment should the Fund's underwriting income for any program within a given program year be inadequate to pay the ultimate cost of claims incurred for that year, the Fund may collect an adjusted contribution from any current or former Fund Member if that Fund Member's contribution is inadequate to pay the Fund Member's claims incurred during that year.

6. **Contribution and Coverage Summary.** Fund Member agrees to abide by each CCS that governs its participation. A CCS will incorporate the program specific coverage document, if any, which sets forth the scope of coverage and/or services from the Fund. This Agreement will be construed to incorporate the CCS, Coverage Agreements, Endorsements, and Addenda, if any, whether or not physically attached. A CCS for a Fund program will state the participation term. After Fund Member's execution of a CCS, the CCS will automatically renew annually, unless terminated in accordance with this Agreement. Any renewal containing a change in the amount of contribution or other terms will be subject to the Amendment by Notice process described in this Agreement.
7. **Loss Prevention.** The Fund may provide loss prevention services to Fund Member. Fund Member agrees to adopt the Fund's reasonable and customary standards for loss prevention and to cooperate in implementing any and all reasonable loss prevention and statutory compliance recommendations or requirements. The Fund makes no warranty on Fund loss prevention recommendations.



8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
 - b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
 - c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.
- 9. Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
- 10. Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.
- 11. Subrogation and Assignment of Rights.**
- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
 - b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.
- 12. Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
- 13. Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
- 14. Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.



15. **Fund Member's Designation of Coordinator.** Fund Member agrees to designate an employee with appropriate authority as coordinator (Program Coordinator) for Fund Member on this Agreement or any CCS executed by Fund Member. Fund Member's Program Coordinator shall have express authority to represent and to bind Fund Member, shall fully communicate with the Fund regarding Fund business, and shall not delegate this communication to a third party. The Fund will not be required to contact any other individual regarding matters arising from or related to this Agreement. Fund Member reserves the right to change its Program Coordinator as needed, by giving written notice to the Fund; such notice is not effective until actually received by the Fund. Notice provided to the Chief Executive Officer of Fund Member shall also serve as notice to the Program Coordinator.
16. **Risk Sharing Agreement.** This Agreement is a risk sharing and risk participation agreement and should not be construed to be a contract of insurance. If any ambiguity exists in this Agreement, including any CCS or specific coverage document, the provision shall not be construed against the Fund as drafter of this Agreement. The Fund is not an insurance company nor is any member an insured. The Fund is a self-insured risk pool through which its members agree to share risk and actively participate in their contractual obligations to lessen risk and cost for all members. Any reference in this Agreement to an insurance term or concept is coincidental, is not intended to characterize the Fund as "insurance" as defined by law, shall be deemed to apply to self-insurance, and is not to be construed as being contrary to the self-insurance concept.
17. **Representation.** Fund Member authorizes the Fund to represent Fund Member in any lawsuit, dispute, or proceeding arising under or relating to any Fund program and/or coverage in which Fund Member participates. The Fund may exercise this right in its sole discretion and to the fullest extent permitted or authorized by law. Fund Member shall fully cooperate with the Fund, its designee, and the Fund's chosen counsel, including, without limitation, supplying any information necessary or relevant to the lawsuit, dispute, or proceeding in a timely fashion. Subject to specific revocation, Fund Member designates the Fund to act as a class representative on its behalf in matters arising out of this Agreement.
18. **Members' Equity.** The Fund Board, in its sole discretion, may declare a distribution of the Fund's members' equity to Fund Members. Members' equity belongs to the Fund. No current or former individual Fund Member is entitled to an individual allocation or portion of members' equity.
19. **Entire Agreement.** This Agreement, together with the Restated Interlocal Agreement, Bylaws, CCSs, and Coverage Agreements that are in effect as to Fund Member from time to time, represent and contain the complete understanding and agreement of the Fund and Fund Member, and there are no representations, agreements, arrangements, or undertakings, oral or written, between the Fund and Fund Member other than those set forth in this Agreement duly executed in writing. In the event of conflict between the terms of this Agreement and the Restated Interlocal Agreement, Bylaws, CCS, or any Coverage Agreement, the specific terms of the later adopted agreement shall prevail to the extent necessary to resolve the conflict. This Agreement replaces all previous Interlocal Participation Agreements between the Fund and Fund Member. Notwithstanding the foregoing, this Agreement does not supersede any unexpired participation term or pending claim under an existing agreement between Fund Member and Fund.
20. **Amendment by Notice.** This Agreement, including any of its component CCSs or coverage documents, may be amended by the Fund, in writing, by providing Fund Member with written notice before the earlier of (i) the effective date of the amendment or (ii) the date by which Fund Member can terminate without payment of late notice fees or liquidated damages. Unless this Agreement expressly provides otherwise, an amendment shall only apply prospectively and Fund Member shall have the right to terminate this Agreement, or a component CCS to which the amendment applies, before the amendment becomes effective, as provided in this Agreement. If Fund Member fails to give the Fund timely written notice of termination, Fund Member shall be deemed to have consented to the Fund's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Fund Member's signature.

The Fund may amend this Agreement or any CCS effective upon renewal. Amendments may be for any reason including changes to the terms or contribution amount.

The Fund may also amend this Agreement or any CCS, effective during the term of a CCS, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body, or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Fund as it pertains to this Agreement, or any Fund program or CCS.
- b. The terms of the Fund's stop-loss or excess coverage or reinsurance change substantially.

If the Fund exercises the option to amend the Agreement or any CCS during the term of a CCS and prior to renewal, the Fund shall give Fund Member 30 days advance written notice. Fund Member will then have the right during the 30-day period to give the Fund written notice of termination of the applicable Fund program, effective upon the expiration of the 30-day notice period (or longer period if so provided by the Fund in writing).



21. **Severability; Interpretation.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect. Any questions of particular interpretation shall not be interpreted against the drafter of this Agreement, but rather in accordance with the fair meaning thereof.
22. **Dispute Resolution.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to conflict of law principles that would require the application of the laws of another state. The Fund retains its governmental immunity except to the extent it is waived by the legislature. The parties agree that the following adjudication procedures apply to any legal dispute, and that the Fund Member's right to file suit against the Fund is contingent upon compliance with these procedures pursuant to Texas Local Government Code section 271.154:
- a. Prior to filing suit, the Fund Member must comply with all of its obligations under this Agreement and any specific Coverage Agreement including an appeal to the Fund Board as described by Section 12 of this Agreement. A good-faith appeal to the Fund Board is a pre-suit adjudication procedure that is required before litigation by a Fund Member against the Fund.
 - b. Prior to filing suit, the Fund Member will participate in good faith in mediation in Travis County, Texas before a mediator approved by both parties; and
 - c. Any suit against the Fund must be brought in Travis County, Texas.

In the event of a lawsuit or formal adjudication between Fund Member and the Fund, the prevailing party is entitled to recover reasonable and necessary attorneys' fees and expenses, including expert fees, that are equitable and just.

Waiver and Estoppel. No provision of this Agreement will be deemed waived by either party unless expressly waived in writing by the waiving party. No waiver shall be implied by delay or any other act or omission. No waiver by either party of any provision of this Agreement shall be deemed a waiver of such provision with respect to any subsequent matter relating to such provision. Estoppel may not be asserted against either party so as to prevent that party from enforcing or insisting on the other party's compliance with any provision of this Agreement.

Assignment. This Agreement or any duties or obligations imposed by this Agreement shall not be assignable by Fund Member without the prior written consent of the Fund. Fund Member shall not transfer any interest in Fund claim related payments to any third party, including, but not limited to litigation finance companies, attorneys, banks, public adjusters, architects, engineers, or contractors. Any action by the Fund Member which grants or attempts to grant to any third party an interest in or control over any claim payment, including, but not limited to, the Member's entry into a contingent fee contract, will immediately suspend any obligation by the Fund to make any claim payment under this Agreement. The obligation of the Fund to make any such claim payments shall not be restored unless and until the Fund Member provides the Fund with evidence reasonably satisfactory to the Fund that any such transfer or attempt to transfer an interest in or control over such claim payment to a third party has effectively been terminated.

23. **Authorization.** By the execution of this Agreement, the undersigned individuals warrant that they have been authorized by all requisite governance action to enter into and to perform the terms and conditions of this Agreement and that the Fund Member authorizes the Program Coordinator or Chief Executive Officer to approve and bind the Fund Member to any current or future CCS entered into under this Agreement
24. **Notice.** Unless expressly stated otherwise in this Agreement, any notice required or provided under this Agreement by either party to the other party shall be in writing and shall be sent by first class mail, postage prepaid or by a carrier for overnight service or by electronic means typically used in commerce. Notice to the Fund shall be sufficient if made or addressed as follows: TASB Risk Management Fund, P.O. Box 301, Austin, Texas 78767-0301, or tasbrmf@tasbrmf.org. The Fund's required notice address may be updated through explicit written or electronic notice to Fund Members. Notice to a Fund Member shall be sufficient if addressed to the Program Coordinator or Fund Member's Chief Executive Officer and mailed to Fund Member's physical or electronic address of record on file with the Fund.
25. **Miscellaneous.** These provisions apply throughout this Agreement:
- a. **Fund reference.** Any reference to the Fund in this Agreement includes reference to its designees.
 - b. **CCS reference.** References to a Contribution and Coverage Summary (CCS) includes a reference to all separate coverage portions of a CCS and/or any similar service agreement between the Fund and a Fund Member.
 - c. **"Including."** Unless the context requires otherwise, the term "including" means "including but not limited to."
 - d. **Successors.** This Agreement binds and inures to the benefit of the parties and their successors.
 - e. **Headings.** The headings are for convenience only and do not affect the interpretation of this Agreement.



26. **Signatures/Counterparts.** The failure of a party to provide an original, manually executed signature to the other party shall not affect the validity or enforceability of this Agreement. Either party may rely upon a facsimile or imaged signature as if it were an original. This Agreement may be executed in several separate counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WHEREFORE, the parties agree to be bound by this Agreement by signing below.

For FUND MEMBER: Fort Stockton ISD

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

Date approved by Fund Member's Board of Trustees: _____

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees



**AGENDA ITEM:**

Innovative Courses: Cosmetology

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

As per TEA, the Board of Trustees must approve the use of innovative courses. These courses will allow us to proceed with our efforts to bring back Cosmetology program.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

Approve Innovative Courses

MOTION:

I move to approve the Innovative Courses for Cosmetology as presented

Approved Innovative Courses

With the approval of the local board of trustees, school districts and charter schools may offer any state-approved innovative course for state elective credit only. Innovative courses may not meet any other specific graduation requirement. A district does not need to apply to the agency to offer an approved innovative course. Innovative courses are approved to meet certain ~~conditions of~~ requirements on the Foundation High School Program.

- Districts must have local board approval to implement innovative courses
- In accordance with Texas Administrative Code (TAC) 74.27, school districts must provide instruction in all essential knowledge and skills identified in this innovative course.
- Innovative courses may only satisfy elective credit toward graduation requirements.
- Please refer to TAC 74.13 for guidance on endorsements,

Fort Stockton High School would like to add the following course to the course list beginning in the 2022-2023 school year:

1. Microbiology and Safety for Cosmetology Careers, N1302540 (1 Credit)
 - a. Students who enroll in *Microbiology and Safety for Cosmetology Careers* will receive instruction in the microbial world, studying topics such as pathogenic and non-pathogenic microorganisms, identification of microorganisms, drug resistant organisms, and emerging diseases.
2. Nail Care, Enhancements, and Spa Services, N1302531 (2 Credits)
 - a. *Nail Care, Enhancement and Spa Service* students will demonstrate proficiency in academic, technical, and practical knowledge and skills (basic manipulative skills, safety judgments, and proper work habits).
3. Esthetics, N1302533 (2 Credits)
 - a. Students enrolled in *Esthetics* will explore the practical skills of a skin care professional, including introduction to the treatment environment, basic facial treatments, hair removal, corrective skin care treatments, makeup application, special effects makeup application and the technology likely to be performed in a salon, spa, or clinical setting.
4. Barbering I, N1302534 (3 Credits)
 - a. *Barbering I* is an extended course of study that enables students to become licensed barbers through Texas Department of Licensing and Regulation (TDLR). Barbering is a program that allows students to earn an industry certificate that launches them into a professional career immediately, yet also specifies rigorous curricula that prepares the student to be successful in a post-secondary learning environment.
5. Barbering II, N1302535 (3 Credits)
 - a. *Barbering II* is an extended course of study that enables students to become licensed barbers through Texas Department of Licensing and Regulation (TDLR). Barbering is a program that allows students to earn an industry certificate that launches them into a professional career immediately, yet also specifies rigorous curricula that prepares the student to be successful in a post-secondary learning environment.

Full course descriptions for all courses are attached.

Motion: Approval of request for the 5 listed courses to be added to the Fort Stockton High School course catalog as TEA approved innovative courses beginning in the 22-23 school year.



FORT STOCKTON INDEPENDENT SCHOOL DISTRICT

Agenda Item:
**Consider approving Budget
Amendments**

Meeting Date:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

The following Budget Amendments require board approval.

High School requests funds transferred from functions 13, 23 & 36 to function 23 for Principal and Assistant principal training.

Middle School requests funds transferred from functions 36 & 13 to function 11 for band start-up supplies.

Intermediate School requests funds transferred from function 23 to function 11 for start-up needs.

The Technology Department requests funds transferred from functions 53 & 13 to function 71 for two more months of lease payment of equipment.

FISCAL IMPLICATIONS:

RECOMMENDATION: I recommend approving the budget amendments as presented.

SUGGESTED MOTION: I move to approve the budget amendments as presented.

**FORT STOCKTON, TEXAS
BUDGET CHANGE REQUEST**

FSHS

May 31, 2022

FUND	FUNCTION	OBJECT	SUB-OBJECT	ORGANIZATION	FISC. YR	PROGRAM	ACCOUNT TITLE	AMT. DECREASE	AMT. INCREASE
199	13	6411	0	001	2	99-000	Employee Travel	156.00	
199	23	6411	25	001	2	99-000	Travel-Secretaries	200.00	
199	36	6412	0	001	2	99-000	Travel-Extra Curricular	2,736.00	
199	36	6497	0	001	2	99-000	Royalties	2,901.00	
199	36	6499	90	001	2	99-000	MISC. Operating EXP.-UIL Fees	700.00	
199	23	6411	0	001	2	99-000	Travel-Principal		6,693.00
TOTAL								6,693.00	6,693.00

Reason For Request:

Funds needed to pay for Principal and Assistant Principal training and travel.

Originator: Jessica Vidal-5/31/2022

Approvals:

Department Head

Administrator

Superintendent

Date:

Business Mgr.

Date:

Board Approval Date:

Reason for Disapproval:

*Sent
1/20/2022*

FORT STOCKTON IND. SCHOOL DIST.
FORT STOCKTON, TEXAS
BUDGET CHANGE REQUEST

ORGANIZATION

Middle School Band

REFERENCE NO.


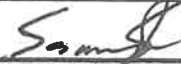
DATE

21-Jun-22

#	FUND	FUNCTION	OBJECT	SUB-OBJECT	ORGANIZ.	FISC. YR	PRO-GRAM	ACCOUNT TITLE	AMT. DECREASE	AMT. INCREASE
1	199	36	6411	20	041	2	99-0-00	Employee Travel	881.00	
2	199	36	6412	20	041	2	99-0-00	Travel- Students- MS Band	18.00	
3	199	36	6499	20	041	2	99-0-00	Misc. Operating Expenses- Band	185.50	
4	199	13	6411	20	041	2	99-0-00	Band Travel- TMEA	661.84	
5	199	11	6399	20	041	2	11-0-23	Supplies- MS Band Start-Up		1,746.34
6										
7										
8										
9										
10										
11										
12										
TOTAL:									1,746.34	1,746.34

Reason For Request:

Funds needed in supplies start-up account to pay for binders, dividers, label maker tape, expo markers and erasers, tuners, flip folders, method books, reeds, valve oil, and other band supplies.

		Originator: Omar Cordova	
Approvals:			
	6/21/22		6/21/2022
Department Head	Date	Administrator	Date
Superintendent	Date	Business Mgr.	Date
Board Approval Date:			
Reason for Disapproval:			

FORT STOCKTON IND. SCHOOL DIST.
FORT STOCKTON, TEXAS
BUDGET CHANGE REQUEST

ORGANIZATION

Technology

REFERENCE NO.

DATE

July 22

#	FUND	FUNCTION	OBJECT	SUB-OBJECT	ORGANIZ	FISC. YR	PRO-GRAM	ACCOUNT TITLE	AMT. DECREASE	AMT. INCREASE
1	199	53	6411	0	984	2	99000	Technology Employee Travel	1,250.00	
2	199	13	6411	0	984	2	99000	Curriculum Employee Travel	2,500.00	
3	199	53	6248	0	984	2	99000	Software Renewal	2,250.00	
4	199	71	6512	0	984	2	99000	Capital Lease		6,000.00
5										
6										
7										
8										
9										
10										
11										
12										
TOTAL									6,000.00	6,000.00

Reason For Request:

Move funds to lease Pure SAN two more months until the new Tech administration is ready to make the decision to buyout the current electronic file storage (SAN) or enter into a new SAN lease.

Originator: **Debra Ezell**

Approvals:

Debra Ezell

5/18/2022

Department Head

Date

Administrator

Date

Superintendent

Date

Business Mgr

Date

Board Approval Date:

Reason for Disapproval:

FORT STOCKTON IND. SCHOOL DIST.
FORT STOCKTON, TEXAS
BUDGET CHANGE REQUEST

ORGANIZATION

INTERMEDIATE

REFERENCE NO.

DATE

22-Jun-22

#	FUND	FUNCTION	OBJECT	SUB-OBJECT	ORGANIZ.	FISC. YR	PROGRAM	ACCOUNT TITLE	AMT. DECREASE	AMT. INCREASE
1	199	23	6398	0	101	2	99	FURNITURE & EQUIPMENT <5000	108.00	
2	199	23	6399	0	101	2	99	SUPPLIES- OFFICE	192.00	
3	199	23	6499	0	101	2	99	MISC. OPERATING EXPENSES	426.00	
4										
5	199	11	6399	0	101	2	11	SUPPLIES- SARTUP		735.00
6										
7										
8										
9										
10										
11										
12										
TOTAL									726.00	726.00

PURCHASES FOR STUDENTS AND STAFF

LIZETT DE LA ROSA

Approvals:

		<i>[Signature]</i>	6/23/22
Department Head	Date	Administrator	Date
		<i>[Signature]</i>	
Superintendent	Date	Business Mgr.	Date

Board Approval Date:

Reason for Disapproval:



AGENDA ITEM:	MEETING DATE:
Board Policies CKC and DH (Local): Guardian Plan Stage I Proposal	June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

The policy updates are standard when a district decides to implement a Guardian Plan. We need to review the updates and decide if the stage I proposal should be pursued with the hopes of approving final version in July.

FISCAL IMPLICATIONS:

Cost of policy updates and implementation of protocols.

RECOMMENDATION:

Approve Stage I Proposal

MOTION:

I move to approve Guardian Plan Stage I Proposal with refined version set or July approval

PROPOSED REVISIONS

Emergency Operations Plan

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency; and
3. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

Firearms Purpose

The Board has adopted these provisions regarding firearms to address concerns about effective and timely response to emergency situations on District property, including invasion of a school by an armed outsider; a hostage situation; actions of a student or employee who is armed and poses a direct threat of physical harm to himself, herself, or others; and similar circumstances.

Authorization

Pursuant to its authority under state law, the Board may authorize specific District employees to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law.

Each specifically authorized employee shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved employee.

Participation in this safety program shall be strictly voluntary and shall not be a requirement of any employee position.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a specific employee's authorization to possess a firearm under this policy.

However, authorization for a specific employee to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.

Handgun Licensees

Only a District employee who maintains a current license to carry a handgun in accordance with state law, shall be eligible

SAFETY PROGRAM/RISK MANAGEMENT
EMERGENCY PLANS

CKC
(LOCAL)

	<p>for authorization to possess a firearm on District property under this policy and in accordance with the District's emergency operations plan.</p> <p>A District employee who is a handgun license holder but who has not been specifically authorized by Board action under this policy shall not be permitted to possess a firearm on school property except in accordance with the limited provisions of DH(LOCAL).</p>
Training	<p>The District shall provide to each District employee who is authorized to possess a firearm on District property specialized training in crisis intervention, management of hostage situations, and other topics the Board may determine necessary or appropriate.</p>
Permitted Weapons and Ammunition	<p>Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.</p>

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

PROPOSED REVISIONS

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

Violations of Standards of Conduct

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

Weapons Prohibited

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action. [See CKC]
- ~~4.2.~~ A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
- ~~2.3.~~ The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

Electronic Communication

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Safety Requirements	<p>Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.</p>
Harassment or Abuse	<p>An employee shall not engage in prohibited harassment, including sexual harassment, of:</p> <ol style="list-style-type: none">1. Other employees. [See DIA]2. Students. [See FFH; see FFG regarding child abuse and neglect.] <p>While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.</p> <p>An employee shall report child abuse or neglect as required by law. [See FFG]</p>
Relationships with Students	<p>An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]</p> <p>As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]</p>
Tobacco and E-Cigarettes	<p>An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]</p>
Alcohol and Drugs / Notice of Drug-Free Workplace	<p>As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.</p> <p>An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:</p> <ol style="list-style-type: none">1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.2. Alcohol or any alcoholic beverage.

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

- Dishonesty; fraud; deceit; theft; misrepresentation;
- Deliberate violence;
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
- Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
- Felony driving while intoxicated (DWI); or
- Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

**AGENDA ITEM:**

School Resource Officer Program for 2022-2023 School Year

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

Currently the district is contracting for 1 SRO with the city. This is down from 3 during the regular school year. We need to establish the number of SROs we will request for the upcoming school year.

FISCAL IMPLICATIONS:

Cost of each SRO is approximately \$65,000 per year.

RECOMMENDATION:

Consider all aspects of EOP and upgrades to school security then establish a number of SROs we believe are required.

MOTION:

I move to request _____ # of School Resource Officers for the 2022-23 school year



FORT STOCKTON
INDEPENDENT SCHOOL DISTRICT

AGENDA ITEM:

Developmental Leave DEC (Legal): Mrs. Lindsey Kilgore

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

Review attached policy "Developmental Leave" section and I will explain the situation at the meeting.

FISCAL IMPLICATIONS:

Cost of employee salary for a semester.

RECOMMENDATION:

Due to the exceptional set of circumstances I recommend approving developmental leave for Ms. Lindsey Kilgore

MOTION:

I move to approve developmental leave as per DEC (Legal) for Ms. Lindsey Kilgore for the 1st Semester of the 2022-23 school year

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LEGAL)

Coordination with
Workers'
Compensation
Benefits

Notwithstanding any other law, assault leave benefits due to an employee shall be coordinated with temporary income benefits due from workers' compensation so the employee's total compensation from temporary income benefits and assault leave benefits will equal 100 percent of the employee's weekly rate of pay.

Education Code 22.003(b)–(c-1)

**Religious
Observances**

A district shall reasonably accommodate an employee's request to be absent from duty in order to participate in religious observances and practices, so long as it does not cause undue hardship on the conduct of district business. Such absence shall be without pay unless applicable paid leave is available. *42 U.S.C. 2000e(j), 2000e-2(a); Ansonia Bd. of Educ. v. Philbrook, 479 U.S. 60, (1986); Pinsker v. Joint Dist. No. 28J of Adams and Arapahoe Counties, 735 F.2d 388 (10th Cir. 1984)*

**Compliance with a
Subpoena**

An employer may not discharge, discipline, or penalize in any manner an employee because the employee complies with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding. *Labor Code 52.051(a)*

Note: A Texas federal court held that by omitting any reference to governmental entities from Labor Code 52.051, the state legislature intended to exclude governmental entities from the definition of "employer" contained within that section. Therefore, the statute did not waive a county's governmental immunity from liability for claims of retaliatory discharge of an employee for complying with a subpoena. *Alcala v. Texas Webb County, 620 F. Supp. 2d 795 (S.D. Tex. 2009)*

Jury Duty

An employee's accumulated personal leave may not be reduced because of the employee's service in compliance with a summons to appear as a juror [see DG]. *Education Code 22.006(c)*

**Attendance at
Truancy Hearing**

A district may not terminate the employment of a permanent employee because the employee is required under Family Code 65.062(b) to attend a truancy court hearing. *Family Code 65.063*

**Developmental
Leaves of Absence**

A board may grant a developmental leave of absence for study, research, travel, or other suitable purpose to an employee working in a position requiring a permanent teaching certificate who has served in a district at least five consecutive school years.

A developmental leave of absence may be granted for one school year at one-half salary or for one-half of a school year at full salary paid to the employee in the same manner, on the same schedule,



AGENDA ITEM:	MEETING DATE:
Correction of prior Board Meeting Minutes	June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

Please see attachments.

FISCAL IMPLICATIONS:

N/A

RECOMMENDATION:

Listen to the recordings as necessary and make necessary corrections

MOTION:

I move to amend the minutes of school board meeting date(s) _____ as follows: _____



FORT STOCKTON

INDEPENDENT SCHOOL DISTRICT

101 W DIVISION
FORT STOCKTON, TEXAS 79735
432-336-4000
432-336-4008 FAX

June 13, 2022

Notes regarding the minutes of June 21, 2021

It was brought to my attention that Andy Rivera was not in attendance at the special budget workshop meeting of June 21, 2021, though the minutes reflect that he was in attendance. After listening to the audio file, I observed the following details:

- The meeting was called to order at 6:05 pm
- Andy did not respond during roll call (0:23)
- Board member Sandra Rivera raised some concerns about land ownership (12:46)
- Board President Billy Espino comments that "Andy will be here in a minute and he will verify that, I guess" (15:15)
- Board votes to approve the resolution authorizing the new superintendent to negotiate the contract for the purchase of property. After the vote, Billy indicates "motion carries 5-0" (Freddie Martinez was also absent) (15:34)
- Board votes to approve the unimproved property contract for the purchase of property as presented. After the vote, Billy indicates "motion carries 5-0" (17:00)

The meeting transitioned into a budget workshop with administration and board member discussions and interactions. Andy's voice is not heard at any time during this workshop.

Meeting ended at 8:21 pm.

The minutes will need to be amended by board action, at which time, they will be corrected for the official record.

Beverly Olsen, Executive Secretary to the Board
Fort Stockton ISD

**MINUTES OF THE SPECIAL MEETING OF THE BOARD OF EDUCATION
FORT STOCKTON INDEPENDENT SCHOOL DISTRICT**

June 21, 2021
6:00 pm

President Billy Espino called the meeting to order at 6:05 pm.

Assistant Secretary Anastacio Dominguez established a quorum with the following members present: Anastacio Dominguez, Billy Espino, Flo Garcia, Sandra Rivera and Ursula Sanchez. Freddie Martinez and Andy Rivera were absent.

Billy announced that the meeting was duly called and that notice of the meeting was posted in accordance with the Texas Open Meetings Act, Chapter 551 of the Texas Government Code.

Vice President Flo Garcia led the pledges to the flags and Superintendent Gabriel Zamora gave the invocation.

OPEN FORUM AND PUBLIC COMMENTS

There were no open forum requests.

PERSONNEL

Motion made by Flo, seconded by Ursula and carried unanimously to approve the contracts for professional personnel as follows:

Christen Betancourt	Teacher – High School – English Language Arts
Jeanne Hammond	Teacher – High School – Business Education
Desiree Hartman	Teacher – Middle School – English Language Arts and Reading
Kenneth Martin	Teacher – Middle School - Art
Gabrielle Marquez	Teacher – Middle School – Physical Education/Coach
Karina Pacheco	Principal – Apache Elementary
Rebecca Ramos	Teacher – Apache – 2 nd Grade
Darrian Roberson	Teacher – Middle School – Social Studies/Coach
Zechariah Roberson	Teacher – Intermediate – Physical Education/Coach
Mary Villarreal	Teacher – Middle School – Science/Coach

The board reviewed the following personnel activity:

Employments:

Erica Estrada	Special Education Aide – Intermediate
Cristina Fortson	Food Production Staff – Food Services
Brent McGuire	Building Maintenance - Operations

Resignations:

Johanna Balboa	Teacher – Middle School – Band Director
Christa Carrasco	Teacher – Middle School – English Language Arts and Reading
Brandi De La Rosa	Aide – Middle School
Daniel Deleon	Teacher – Middle School – Mathematics
Nicole Fercano	Teacher – Intermediate – English Language Arts and Reading
Martha Gluck	Teacher – Apache – 3 rd Grade
Oralia Hall	Library Aide – High School
Gabrielle Henderson	Teacher – Intermediate – Science
Abrianne Herrera	Aide – Butz Day Care
Taylor Little	Teacher – Alamo – 3 rd Grade

Michael Logan	Teacher – High School – Theatre Arts
Chris McWilliams	Teacher – Intermediate – Physical Education/Coach
Breeann Sturges	Teacher – High School – English Language Arts
Danielle Trevino	Teacher – High School – Business Education/Coach
Kate Trent	Teacher – Alamo – Special Education

Retirements:

Joe Baker	Assistant Principal – Intermediate
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Transfers:

Lisa Gossett	From Teacher – Alamo – 3 rd Grade To Teacher – Alamo – Physical Education
Wendy Kiehl	From Teacher – Middle School – Science To Teacher – Middle School – English Language Arts and Reading
Angela Lujan	From Teacher – Apache – 1 st Grade To Teacher – Apache – 3 rd Grade
Perla Magallan	From Teacher – Apache – 3 rd Grade To Teacher – Alamo – 3 rd Grade
Christina Ogier	From Teacher – Alamo – 1 st Grade To Teacher – Intermediate – English Language Arts and Reading
Bessie Pacheco	From Teacher – Apache – 1 st Grade To Teacher – Apache – 3 rd Grade
Celina Portillo	From Teacher – Butz – DAEP To Teacher – Middle School – Panther Express

ACTION

Motion made by Anastacio, seconded by Flo carried unanimously to delegate the duties of final hiring authority of contract personnel to the superintendent.

Motion made by Anastacio, seconded by Flo and carried unanimously to approve the resolution authorizing the new superintendent to negotiate the contract for the purchase of real property.

Motion made by Flo, seconded by Anastacio and carried unanimously to approve the unimproved property contract for the purchase of property as presented.

BUDGET WORKSHOP

Dr. Zamora and Business Manager Maria Gomez conducted the budget workshop to review the proposed 2021-2022 budget.

Meeting adjourned at 8:20 pm.

Presiding Officer

Attesting Officer

**AGENDA ITEM:**

Attorney Legal Review of Real Property Land Purchase

MEETING DATE:

June 30, 2022

- ☒ Action
- ☒ Information
- ☒ Discussion

BACKGROUND:

FSISD Attorneys have been asked to be present digitally in order to provide guidance on addressing allegations.

FISCAL IMPLICATIONS:

Cost of attorneys, consultants, and/or auditors

RECOMMENDATION:

The school board and I have nothing to hide. Some of these matters took place under previous Superintendent. Any procedural errors that may have occurred were unintentional. If you all find it necessary commission attorneys to address allegations then do it.

MOTION:

I move to approve FSISD attorneys to analyze procedures and decisions and prepare a presentation of results.

PERSONNEL

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Professional Employments:

Viviana Carrera	Teacher – Intermediate – Science
Grace Cenicerós	Teacher – Intermediate – English Language Arts and Reading
Alejandra Cordero	Teacher – High School – Mathematics
Otis Chunn	Teacher – High School – English Language Arts and Reading/Coach
Cale Danielson	Teacher – Middle School – Physical Education/Coach
Staci Ely	Teacher – Middle School – English Language Arts and Reading
Martha Franks	Teacher – Intermediate – Mathematics
Adriana Galindo	Teacher- High School – English Language Arts and Reading
Brenda Gallegos	Teacher – Intermediate – Social Studies
Amanda Gonzales	Teacher – Apache – Kindergarten
Nelda Leyva	Teacher – Apache – 1 st Grade
Adriel Medina	Teacher – Middle School - Science
Richard Morris	Teacher – High School – Science
Crystal Payne	Campus Curriculum Director - Alamo
Jason Payne	Teacher – High School – Physical Education/Coach
Patricia Reyna	Campus Nurse – Alamo
Brenda Rodriguez	Teacher – Intermediate – Mathematics
Michael Welch	Teacher – Intermediate – Mathematics

Other Employments:

Terry Cash	Bus Driver – Transportation
Rita Rodriguez	Paraprofessional - Apache
Betty Warnock	Bus Aide – Transportation – Part-Time

Resignations:

Christian Betancourt	Teacher – High School – English Language Arts
Jeremy Boatright	Teacher – High School – Industrial Arts
Laura Calleros	Teacher – High School - Spanish
Annie Casas	Teacher – Middle School – Special Education
Lizette Cereceres	Teacher – Alamo – 3 rd Grade
Sherman Chew	Teacher – High School – Social Studies
Dimas Contreras	Bus Driver – Transportation
Brandi Crawford	Teacher – Apache – 1 st Grade
Andrew Fellows	Teacher – Middle School – Physical Education/Coach
Megan Fellows	Teacher – Alamo – 2 nd Grade
Hunter Grice	Teacher – Middle School – Social Studies/Coach
Miguel Heredia	Mechanic Assistant – Transportation
Hector Herrera	Teacher – High School – Special Education
Darlene Keating	Teacher – Intermediate – Special Education
Alva Morales	Teacher – Middle School – English Language Arts and Reading
Karla Perea	Teacher – Intermediate – English Language Arts and Reading
Emilia Pallanez	Teacher – High School – Special Education
Tony Pallanez	Teacher – High School – Physical Education/Coach
Mike Peters	Athletic Director – High School

PERSONNEL

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Priscilla Peters	Secretary of Curriculum/PEIMS - Butz
Daniel Rojo	Teacher – High School – Social Studies/Coach
Lauren Rubio	Teacher – Middle School – English Language Arts and Reading
John Sampson	Teacher – High School – Social Studies
Edith Tercero	Custodian – Alamo
Mary Villarreal	Teacher – Middle School – Science
Luis Villasana	Teacher – Middle School – Social Studies

Retirements

Patsy Cartwright	Cafeteria Manager – Food Services
Beverly Olsen	Executive Assistant to the Superintendent – Central Office

Termination

Jimmy Duncan	Teacher – High School – English Language Arts and Reading
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Transfers:

Lizett De La Rosa	From Campus Secretary – Intermediate To Accounts Payable – Central Office
Monica Kennard	From Campus Nurse – Alamo To Campus Nurse – High School
Iris Muniz	From Office Clerk – Intermediate To Campus Secretary – Intermediate
Noemi Navarrete	From Campus Curriculum Director – Middle School To Campus Curriculum Director – Apache
Patricia Ramirez	From Teacher – Alamo – 2 nd Grade To Teacher – Alamo – 3 rd Grade
Becky Rojas	From Teacher – Alamo – 3 rd Grade To Teacher – Alamo – 2 nd Grade
Jordan Rychlik	From Teacher – Middle School – Theatre Arts To Teacher – Middle School – English Language Arts
Adriana Sanchez	From Teacher – Alamo – 2 nd Grade To Teacher – Alamo – 3 rd Grade
Yvonne Simons	From Teacher – Apache – Kindergarten To Teacher – Apache – 1 st Grade
Arlene Stratton	From Teacher – Apache – Kindergarten To Teacher – Apache – 1 st Grade
Meagan Villanueva	From Teacher – Middle School – Physical Education/Coach To Teacher – Middle School – Special Education/Coach