



## Fabens ISD

## **Regular Meeting**

Wednesday, June 17, 2020 6:30 PM

All students of Fabens Independent School District will be successful, life-long, global learners.

## **Agenda of Regular Meeting**

## The Board of Trustees Fabens ISD

A Regular Meeting of the Board of Trustees of Fabens ISD will be held June 17, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

**DUE TO HEALTH AND SAFETY CONCERNS RELATED TO THE COVID-19** CORONAVIRUS, THIS MEETING WILL BE CONDUCTED BY VIDEO CONFERENCE OR TELEPHONE CALL. AT LEAST A QUORUM OF THE BOARD WILL BE PARTICIPATING BY VIDEO CONFERENCE OR TELEPHONE ALL IN ACCORDANCE WITH THE PROVISIONS OF SECTIONS 551.125 OR 551.127 OF THE TEXAS GOVERNMENT CODE THAT HAVE NOT BEEN SUSPENDED BY ORDER OF THE GOVERNOR.

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

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

Date:	06/17/2020	Presented By:	Board President
Subject:	Call to Order, Roll Call and Pledge of Allegiance	_ Related Page(s)	N/A

## Action

# BACKGROUND INFORMATION: CALL to ORDER, ROLL CALL and PLEDGE OF ALLEGIANCE

	/, 2020 Regular Mee Ites show that:	eting is called to order at	·
1)	all members are in	attendance	
OR			
2)	attendance.	is	(are) not in
Reason:	( ) Illness ( ) Out of Town	( ) Family Emergency ( ) Other	
Allegiance	(name) \	will lead us in the reciting of	the Pledge of

## FABENS ISD BOARD OF TRUSTEES

# COMMUNICATION AND VISITORS Board Agenda Item

TITLE	Communication &	Date Requested	06/10/2020
	Visitors		
Requested By:	N/A	Approximate Time	Up to 15 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating	Community	Who Has Been	N/A
In Presentation:		Involved:	
How Will It Benefit the		How Will Request Be	
District's		Financed?	
Mission/Goals?			
		Cost to District:	

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

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

## **FABENS ISD**BOARD OF TRUSTEES

# SUPERINTENDENT REPORT Board Agenda Item

TITLE	Superintendent Report – District Updates	Date Requested	06/10/2020
Requested By:	Dr. Vijil	Approximate Time	10 minutes
Division Approval:		Action Needed by:	N/A
Action Requested:	None	Information Only:	Yes
People Participating	Dr. Vijil	Who Has Been	N/A
In Presentation:		Involved:	
How Will It Benefit the		How Will Request Be	
District's		Financed?	
Mission/Goals?			
		Cost to District:	



# Parent Survey for Online Learning / Encuesta de padres para el aprendizaje en línea

As we plan for the 2020-2021 school year, we are evaluating and working on possible scenarios for the reopening of our schools on August 10, 2020, due to the uncertainty of the pandemic.

The information you provide will assist in determining what worked well during remote learning and what we can improve for both you and your child/children. In advance, thank you for taking the time to complete the survey. The deadline to complete the online questionnaire is Tuesday, June 9th.

Mientras planeamos el año escolar 2020-2021, estamos evaluando y trabajando en posibles escenarios para la reapertura de nuestras escuelas el 10 de agosto del 2020 debido a la incertidumbre de la pandemia.

Esta información que proporcione ayudará a determinar qué funcionó bien durante el aprendizaje remoto y qué podemos mejorar tanto para usted como para su hijo / hijos. De antemano, gracias por tomarse el tiempo para completar la encuesta. La fecha límite para completar el cuestionario en línea es el martes 9 de junio.

## 1. School(s) / Escuela(s)

- Fabens Elementary School
- O'Donnell Intermediate School
- Fabens Middle School
- Fabens High School

2. Please enter your child's name and grade level. / Por favor ingrese el nombre de su hijo/hija y el nivel de grado.

Name & Grade Level / Nombre y nivel de grado	
Name & Grade Level / Nombre y nivel de grado	
Name & Grade Level / Nombre y nivel de grado	
Name & Grade Level / Nombre y nivel de grado	
Name & Grade Level / Nombre y nivel de grado	



# Parent Survey for Online Learning / Encuesta de padres para el aprendizaje en línea

Please rank the models according to your most preferred-1 to your least preferred-3 model.

Clasifique los modelos según su modelo más preferido-1 a su modelo menos preferido-3.

Traditional Model (students return to school, face-to-face, with safety protocols in place) / Modelo Tradicional (los estudiantes regresan a la escuela, cara a cara, con protocolos de seguridad establecidos)

Online Model (students return to school online) / Modelo en línea (los estudiantes

## regresan a la escuela en línea)

Hybrid Model (students return to school for some face-to-face days and some distance learning days within the school week) / Modelo Híbrido (los estudiantes regresan a la escuela para algunos días presenciales y algunos días de aprendizaje a distancia dentro de la semana escolar)

3. Please rank the models according to your most preferred-1 to your least preferred-3 model. / Clasifique los modelos según su modelo más preferido-1 a su modelo menos preferido-3.



Traditional Model (students return to school, face-to-face, with safety protocols in place) / Modelo tradicional (los estudiantes regresan a la escuela, cara a cara, con protocolos de seguridad establecidos)



Online Model (students return to school online) / Modelo en línea (los estudiantes regresan a la escuela en línea)



Hybrid Model (students return to school for some face-to-face days and some distance learning days within the school week) / Híbrido Modelo (los estudiantes regresan a la escuela para algunos días presenciales y algunos días de aprendizaje a distancia dentro de la semana escolar)



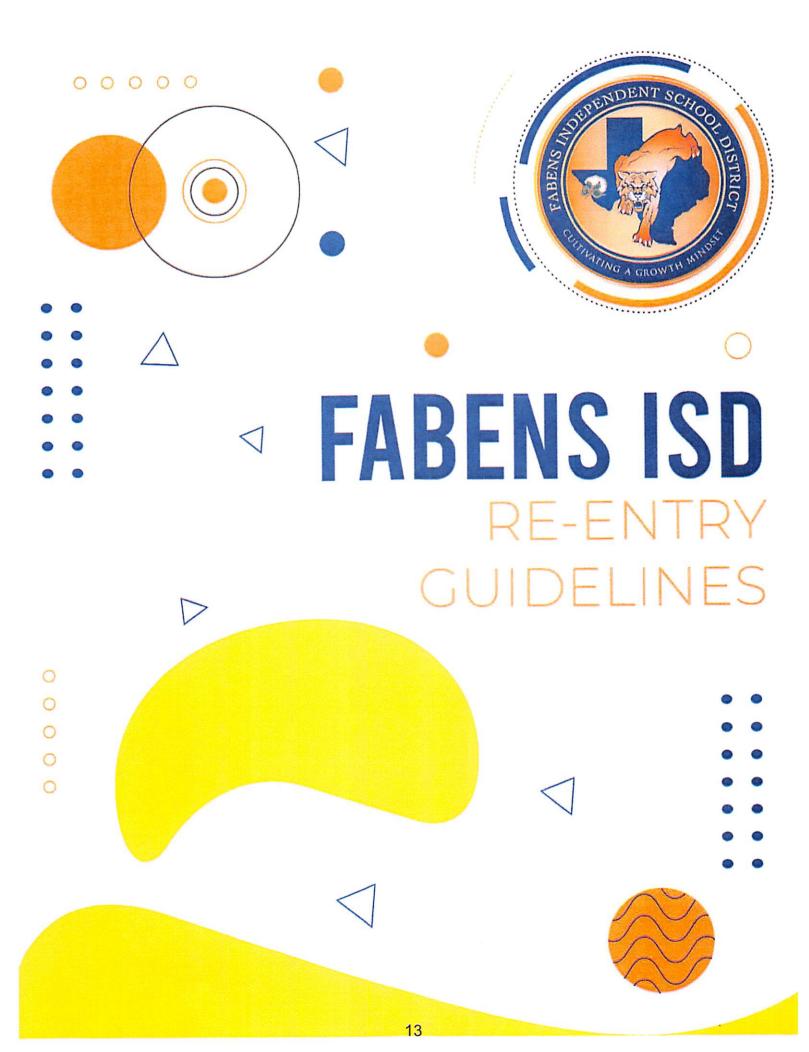
Parent Survey for Online Learning / Encuesta de padres para el aprendizaje en línea

4. Given that all possible safety measures are put into place and followed, are you comfortable sending your child(ren) back to school in the Fall? / Dado que todas las medidas de seguridad posibles se implementaran y se sigueran, ¿se siente cómodo enviando a sus hijos/hijas a la escuela en el otoño?
Yes-I would send my child (ren) to school if all safety measure are in place / *Sí, enviaría a mis hijos a la escuela si todas las medidas se seguridad están en su lugar
No-I do not feel safe sending my child(ren) to school in the Fall / *No, no me siento seguro enviando a mis hijos a la escuela en el otoño
5. Remote learning has been a positive and successful experience. /El aprendizaje remoto ha sido una experiencia positiva y con éxito.
Agree / De acuerdo
Neither agree nor disagree / Ni de acuerdo ni en desacuerdo
Disagree / No de acuerdo
6. My child received quality assignments and activities during remote learning. / Mi hijo/hija ha recibido tareas y actividades de calidad durante el aprendizaje remoto.
Agree / De acuerdo
Neither agree nor disagree / Ni de acuerdo ni en desacuerdo
Disagree / No de acuerdo

(Marque todo lo que corresponda) Poor Communication with the School No Challenges / Sin desafíos District / Mala comunicación con el distrito No Internet Connectivity / Sin escolar conectividad a internet No Communication with Teacher(s) / No Poor Internet Connectivity / Mala hay comunicación con el conectividad a internet maestro(s)/maestra(s) No Device Available for Your Child / No hay Poor Communication with Teacher(s) / ningún dispositivo disponible para su hijo Mala comunicación con el maestro(s) / maestra(s) No Communication with the School District / No hay comunicación con el distrito Confusing Instructions for Student escolar Assignments / Instrucciones confusas para las tareas de los estudiantes. Child Care / Cuidado de los niños Other (please specify) / Otro (por favor especifique) 8. What are the best method(s) for you to receive information from the District? (Choose all that apply) / ¿Cuáles son los mejores métodos para recibir información del Distrito? (Elija todo lo que corresponda) Regular Postal Mail / Apartado Postal Phone Call / Llamada telefónica District Website / Sitio web del distrito Text Message / Mensaje de texto Facebook/Twitter Message/ Mensajes en Email / Correo electrónico Facebook o Twitter

7. What challenge(s) have you experienced during remote learning? (Check all that apply) / ¿Qué desafío(s) ha experimentado durante el aprendizaje remoto?

what techild? / Since desde su	e or all of your child's instruction was provided online from your home, hnology support would you need that is not currently available to your is parte o la totalidad de la instrucción de su hijo se proporcionó en línea hogar, ¿qué soporte tecnológico necesitaría que actualmente no esté le para su hijo?
Device	e (such as a Google Chromebook) / <mark>Dispositivo (como un Chromebook de Google)</mark>
Intern	et Access / Acceso a Internet
None/	Ninguno
2020-2021	et us know of any specific questions or concerns you have about the school year. / Háganos saber cualquier pregunta específica o ón que tenga sobre el año escolar 2020-2021.





# Fabens ISD Cyber Security Training

## **FABENS ISD**BOARD OF TRUSTEES

# CONSENT AGENDA Board Agenda Item

TITLE	Consent Agenda	Date Requested	06/10/2020
Requested By:	Dr. Vijil	Approximate Time	2 minutes
Division Approval:		Action Needed by:	Board of Trustees
Action Requested:	Make a motion to approve consent agenda items as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

process near the	
A.	Approval of Regular Board Meeting Minutes, May 20, 2020
	Minutes attached for your review
B.	Approval of Special Board Meeting Minutes, May 27, 2020
	Minutes attached for your review
C.	Approval of Special Board Meeting Minutes, June 1, 2020
	Minutes attached for your review
D.	Approval of Workshop Board Meeting Minutes, June 3, 2020
	Minutes attached for your review
E.	Fabens ISD Monthly Financials
	Attached for your review
F.	Approval of Region 19 Reading Academies TEA Grant Project MOU
	Attached for your review
G.	Approval of Dell Lease Agreement for Continued Distance Learning and Blended
	Learning Options for Pre Kindergarten through 2 <sup>nd</sup> Grade Students
	Attached for your review
H.	Approval of University of Texas at El Paso Mentorship Pilot Program MOU
	Attached for your review
I.	COVID – 19 Submitted Waivers
	Missed School Day/Instructional Continuity While Closed Attestation
	Parent Notice Requirements for Students at Risk of Failure
	3. Alternate K and 7 <sup>th</sup> Grade Reading Diagnostic Instrument
	Instructional Materials Inventory Requirement
	Attached for your review

## **Minutes of Regular Meeting**

## The Board of Trustees Fabens ISD

A Regular Meeting of the Board of Trustees of Fabens ISD was held Wednesday, May 20, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue. Fabens, TX 79838.

Members Present:

Orlando Flores

Members Present via Teleconference: Adan Escobar **Benjamin Morales**  Rosamaria Gallo-Avitia

**Greg Spence** 

**Members Absent:** 

**Sylvia Gonzales** 

Administrators Present Dr. Veronica Vijil via Teleconference:

Yvonne Coupland

Michele Gonzalez Mario Dominguez

Maria T. Rodriguez

#### 1. Call to Order, Roll Call and Pledge of Allegiance 6:33 PM

The meeting was called to order at 6:33 PM by Mr. Orlando Flores, Board President. Members present at Central Office: Mr. Flores, Mr. Rey Sepulveda and Ms. Rosamaria Gallo-Avitia. Members attending via the teleconference: Mr. Adan Escobar, Mr. Ben Morales and Mr. Greg Spence. Ms. Rosamaria Gallo-Avitia led everyone in reciting the Pledge of Allegiance.

#### 2. Communication and Visitors

6:34 - 6:37 PM

A. To Submit Questions or Comments - please email: boardmeeting@fabensisd.net

#### B. To Join Webinar:

Register in advance for this webinar: https://zoom.us/webinar/register/WN Fig0zl5qQdKdkepVbRYR3A After registering, you will receive a confirmation email containing information about joining the webinar.

To view the meeting live on Youtube please go

#### to:https://www.youtube.com/channel/UC-x1AKVIN4MC4\_bHIShDLdg or at www.fabensisd.net a link is available under FABENS ISD ANNOUNCEMENTS

Under this portion of the meeting, Mr. Marco Martinez, community member sent in an email.

He stated that on the report given at the October 2019 board meeting regarding Continuing Education Credit Hours the following board members were deficient in:

Tier I - Adan Escobar, Benjamin Morales, Rey Sepulveda and Greg Spence

Tier 2 – Adan Escobar, Orlando Flores, Rosamaria Gallo-Avitia, Sylvia Gonzales, Benjamin Morales, Rey Sepulveda and Greg Spence

Tier 3 – Adan Escobar, Benjamin Morales, and Greg Spence

Tier 4 – Rosamaria Gallo-Avitia

He also stated that completing the required continuing education is a basic obligation and expectation of any sitting board member under SBOE rule. Further, the rule states that "a trustee must complete any training required by the State Board of Education." Tex. Educ. Code §11.159(b); 19 Tex. Admin. Code §61.1(j).

He respectfully requested that those members that are deficient, make their continuing education training a priority until they have fulfilled the training requirements and that an update be made on the school website or added onto the school board agenda until such time as the requirements have been fulfilled.

He further stated that on the May 20, 2020 agenda, the following items are to be discussed FISD Budget Amendment; and asked why there has to be an amendment to the budget.

He congratulated the graduating class of 2020, Mr. Nathan Bidwell on his receipt of the UTEP Presidential Scholarship, and Ms. Samantha Silva for receiving the ACET Scholarship. He also congratulated the Teachers of the Year.

## 3. Superintendent Report

#### 6:37 - 6:41 PM

Under this item, Dr. Vijil, provided updates on Waterford and its commitment to 50 of the district's Pre-K parents in providing a Dell laptop if they complete the students Upstart program in Reading, Math and Science for 25 minutes per day. She also provided updates on Armco – the consultants hired to do roof assessments on the hail damage. The Wildcat Den ramp reconstruction is scheduled to begin. Our On-Line registration for the 2020 -2021 school year has been launched and working very well with a few parents coming in for assistance. She also announced that on Friday and Saturday, 175 Senior Yard signs were delivered and over 200 miles were logged in this endeavor. She thanked Ms. Sylvia Gonzales and Mr. Adan Escobar for their help. Eduguide offered a grant which helps address the social and well-being of our students, who in turn, mentor other students.

#### 4. Consent Agenda

6:41 - 6:44 PM

- A. Approval of the Regular Board Meeting Minutes, April 22, 2020
- **B. Fabens ISD Monthly Financials**
- C. Fabens ISD Lease Rider for David Sublasky Head Start Center

- D. Fabens ISD Allotment and TEKS Certification 2020 -2021
- E. Fabens ISD 2019 -2020 Budget Amendment
- F. Fabens ISD Funding Commitment Decision Letter ERate Year 2020
- G. Fabens ISD 2020 Summer Learning Plan
- H. EduGuide Matching Grant
- I. Cotton Valley Early College High School EPCC and UTEP Spring and Summer Book Purchases and Program Cost

Dr. Vijil opened the item, Ms. Rosamaria Gallo-Avitia motioned and Mr. Rey Sepulveda seconded to approved the consent agenda items be approved as presented.

Motion Carried 7 – 0

#### 5. Board of Trustees Business

6:44 - 11:39 PM

#### A. Fabens ISD Employee of the Year

6:44 - 6:53 PM

Ms. Michele Gonzalez opened the item and recognized the nominees for Employee of the Year:

Mr. Gualberto Castruita, Ms. Lorenza Jauregui, Ms. Nancy Gonzalez, Mr. Ivan Garfias, Ms. Mary Esparza, Ms. Irma Huante and Mr. Randy Luna. When she highlighted the employees, Ms. Gonzalez read quotes from the nomination forms. She announced the winner: Mr. Ivan Garfias. He thanked everyone regarding the honor he was selected for.

## B. Discussion and Selection of Fabens ISD 2020 -2021 Budget Workshop Date 6:53 – 6:57 PM

Dr. Vijil opened the item and stated that the district contracted with Texas Association of School Boards to conduct a salary study. Ms. Luz Cadena would present at a board workshop via teleconference. After a short discussion, Mr. Ben Morales motioned and Ms. Sylvia Gonzales seconded for June 3, 2020 at 6:30 PM.

Motion Carried 7 – 0

## C. Fabens ISD 2020 - 2021 "Safe and Supportive School Program Team" Members

6:57 - 6:59 PM

Mr. Mario Dominguez opened the item and asked if anyone had questions regarding the information sent in their packets regarding the model policies and procedures and the list of the team members. Mr. Dominguez did state that team members were selected by campus administrators. Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to approve the policies, procedures and team members as presented.

Motion Carried 7 – 0

D. Consider Approval of Additional Purchase or Lease of Technology Equipment in Preparation for Continued Distance Learning and Blended Learning Options for Students

6:59 - 7:02 PM

Ms. Michele Gonzalez opened the item and explained that the District has accelerated plans for distance learning in light of the situation with COVID-19. After presenting, Ms. Rosamaria Gallo-Avitia motioned and Mr. Rey Sepulveda seconded to approve the lease of the additional technology equipment (630 Chromebooks) in preparation for continued distance learning and blended learning options for students.

Motion Carried 7 - 0

## E. Fabens High School and Cotton Valley Early College High School 2020 Graduation Plan

7:02 - 7:21 PM

Mr. Anthony Prado, FHS Principal, reviewed a Power Point presentation providing the Board with 2020 Senior Class information. Questions were asked by the Board on the presentation. Senior Parent, Ms. Yvonne Fabela invited the Board for tomorrow's parade at 5:00 PM.

#### F. Fabens ISD Farm Lease

7:21 - 7: 23 PM

Dr. Vijil opened the item and explained that the farm lease was attached for their review. Mr. Greg Spence motioned and Mr. Rey Sepulveda seconded to keep the lease going and extend for one (1) year.

Motion Carried 7 - 0

#### G. Review and Approval of Changes to Fabens ISD Board Policy DCE (Local) Employment Practices - Other Types of Contracts - Non-Chapter 21 Contracts

7:23 - 7:25 PM

#### 1. Director of Human Resources

Dr. Vijil opened the item and stated that current policy was attached for their review and stated that administration wished to add Director of Human Resources to the list of Non Chapter 21 Contracts. Ms. Rosamaria Gallo-Avitia motioned and Mr. Ben Morales seconded to approve the changes to board policy DCE Local as presented.

Motion Carried 7 - 0

The Board adjourned at 7:27 PM per Texas Government Code 551.071 and 551.074 to enter into Executive Session. During close session, Superintendent Vijil was asked to exit Only board members remained in Executive Session. The following items were discussed in Open Session after reconvening from Executive Session at 11:08 PM After reconvening, Mr. Ben Morales did not rejoin the meeting.

## H. Discussion and Selection of Date for Personnel Non-Renewal Hearing 11:08 – 11:28 PM

District Legal Counsel, Mr. Anthony Safi addressed the board and reviewed the parameters for the date of the non-renewal hearing based on the date the request was received and if by mutual agreement the dates available beyond the deadline. Mr. Safi provided date availability for both himself and the employee's attorney. Mr.

Safi also asked if the meeting would be held virtually or in person while practicing social distancing. After discussing, Mr. Rey Sepulveda motioned and Ms. Rosamaria Gallo-Avitia seconded to schedule the hearing for June 4, 2020, alternate date June 2, 2020 at 6:30 PM.

Motion Carried 6 – 0 Mr. Ben Morales did not return after Executive Session

Before closing the item, Mr. Safi asked for clarification on how the meeting would be held. Mr. Flores felt that with the guidelines in place, a virtual meeting would be conducted.

## I. Discussion and Possible Action to Retain Special Counsel for Upcoming Personnel Hearings

11:28 - 11:39 PM

Dr. Vijil opened the item; Mr. Orlando Flores asked for nominations. Mr. Greg Spence nominated Ms. Rosemary Marin, Ms. Rosamaria Gallo-Avitia nominated Mr. Steven Blanco and Mr. Rey Sepulveda nominated Mr. George Farah. Mr. Orlando Flores voted for Mr. George Farah and Ms. Sylvia Gonzales voted for Mr. Steven Blanco. Mr. Anthony Safi, District Legal Counsel asked that Mr. Flores confirm the ranking of the attorneys. After a discussion and changing of votes: voting for Ms. Rosemary Marin: Mr. Greg Spence, Mr. Adan Escobar and Ms. Sylvia Gonzales. Voting for Mr. George Farah, Ms. Rosamaria Gallo-Avitia, Mr. Rey Sepulveda and Mr. Orlando Flores.

# J. Discussion and Possible Action Regarding Proposed Resolution of Pending Contract Nonrenewal Proceeding and Employee Grievances 11:40 – 11:41 PM

Dr. Vijil opened the item, Mr. Rey Sepulveda motioned and Mr. Greg Spence seconded to reject the proposed resolution as discussed in Executive Session.

Motion Carried 6 - 0

#### 6. Student Outcomes

7:26 – 7:27 PM 11:41 – 11:55 PM

#### A. Cotton Valley Early College High School Update

Ms. Tamika Young, CVECHS Program Dean of Instruction, provided a Power Point presentation on the update for the program. Items reviewed: Access Outcome Based Measures, Composition of Senior Class, Attained Outcome Based Measures, and Achievement Outcome Based Measures. She also highlighted student achievements during the school year.

## 7. District Employees and Officers

11:55 - 11:58 PM

#### A. 2019 -2020 New Hires

#### 1. Human Resource Director

Dr. Vijil opened the item and announced that we had hired Ms. Audry Ortegon as our new Director of Human Resources and she would be relocating from San Antonio. Ms. Ortegon would be available next month at our regularly scheduled June meeting.

## 8. Adjourn

11:58 PM

There being no further business a motion was made by Mr. Greg Spence and seconded by Ms. Sylvia Gonzales to adjourn at 11:58 PM.

Motion Carried 6 - 0

## **Minutes of Special Meeting**

## The Board of Trustees Fabens ISD

A Special Meeting of the Board of Trustees of Fabens ISD was held Wednesday, May 27, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Orlando Flores Rey Sepulveda

Rosamaria Gallo-Avitia

Members PresentAdan EscobarSylvia Gonzalesvia Teleconference:Greg SpenceBen Morales

**Members Absent:** Sylvia Gonzales

Administrators Present Dr. Veronica Vijil Michele Gonzalez via Teleconference: Yvonne Coupland Mario Dominguez

Maria T. Rodriguez

## 1. Call to Order, Roll Call and Pledge of Allegiance 6:55 – 6:57 PM

The meeting was called to order at 6:55 PM by Mr. Orlando Flores, Board President. Members present at Central Office: Mr. Flores, Mr. Rey Sepulveda and Ms. Rosamaria Gallo-Avitia. Members attending via the teleconference: Mr. Adan Escobar, Ms. Sylvia Gonzales, Mr. Ben Morales and Mr. Greg Spence. Mr. Orlando Flores led everyone in reciting the Pledge of Allegiance and recognized a few community members who served and paid the ultimate price: Ignacio Sambrano, Jose Salcido, Raul Candelaria, Willie Munoz, Fernando Gutierrez and Manuel Rodriguez.

## 2. Communication and Visitors

6:57 - 6:59 PM

- A. To Submit Questions or Comments please email: boardmeeting@fabensisd.net
- B. To View Board Meeting:

To view the meeting live on Youtube please go to:https://www.youtube.com/channel/UC-x1AKVIN4MC4\_bHIShDLdg or at www.fabensisd.net a link is available under FABENS ISD ANNOUNCEMENTS - Zoom Webinar ID # 967 4727 1008

Under this portion of the meeting our new HR Director, Ms. Audrey Ortegon introduced herself and thanked everyone for the opportunity to serve the district.

An email was received from community member, Edmond Aguilar. He had questions regarding how the 2020 Seniors would be receiving their diplomas by mail or would there be a graduation ceremony. He thanked everyone for all the recognition given to the Seniors.

## 3. Board of Trustees Business 6:59 – 7:02 PM

## A. Discussion and Possible Action to Retain Special Counsel for Upcoming Personnel Hearings

Dr. Vijil opened the item and had Mr. Flores, Board President take a list of votes by member.

Voting for Rosemary Marin: Ms. Sylvia Gonzales, Mr. Adan Escobar and Mr. Greg Spence

Voting for Mr. George Farah: Mr. Rey Sepulveda, Ms. Rosamaria Gallo-Avitia, Mr. Ben Morales and Mr. Orlando Flores.

## B. Discussion and Possible Action Regarding Details and Logistics for Upcoming Personnel Hearing

Dr. Viijil opened the item and provided the following information to the Board:

- The nonrenewal hearing is currently scheduled for Thursday, June 4, 2020 at 6:30 PM.
- She sent a letter received today via email to each member from Mr. Conners where he is requesting and expecting a public hearing before the board. He also expects that the public portion of the hearing would be livestramed.
- He also provided additional dates in July when he is agreeable to schedule the hearing.
- Mr. Dominguez provided details of the set up for the 14 people expected to participate in the hearing.
- After Mr. Dominguez's presentation, Dr. Vijil did state that if the board takes no action, the hearing would remain scheduled for June 4-2020 and it would be conducted virtually. If the board wished to hold the hearing in person or at a different date, a new vote would be required.
- Dr. Vijil did state that the administration did recommend that if there is a postponement of the hearing, that it be conditioned on a waiver that any additional amount of backpay that may be accrued due to a delay be waived and that any such waiver be received by 5:00 PM Thursday, May 28, 2020

A discussion took place between Mr. Safi and Mr. Dominguez regarding the details and logistics of the hearing.

After a few questions from the Board, Mr. Rey Sepulveda motioned and Mr. Greg Spence seconded to keep the current June 4, 2020 date.

Motion Carried: 7 – 0

A motion was made by Mr. Greg Spence and seconded by Mr. Adan Escobar to hold the meeting in person.

Motion Carried 6 – 1 Voting Against: R. Sepulveda

## 4. Adjourn

There being no further business Mr. Greg Spence motioned and seconded by Ms. Sylvia Gonzales to adjourn the meeting at 7:34 PM

	 06/17/2020
Signature	Date
Signature	

## **Minutes of Special Meeting**

## The Board of Trustees Fabens ISD

A Special Meeting of the Board of Trustees of Fabens ISD was held Monday, June 1, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

**Members Present:** 

Orlando Flores

Rosamaria Gallo-Avitia

Rev Sepulveda

**Members Present** via Teleconference: Adan Escobar Ben Morales

Sylvia Gonzales **Greg Spence** 

**Members Absent:** 

None

Administrators Present: Dr. Veronica Vijil

Michele Gonzalez

**Administrators Present** 

via Teleconference:

Mario Dominguez

**Yvonne Coupland** 

Maria T. Rodriguez

#### 1. Call to Order, Roll Call and Pledge of Allegiance 6:36 PM

The meeting was called to order at 6:36 PM by Mr. Orlando Flores, Board President. Members present at Central Office: Mr. Orlando Flores, Mr. Rey Sepulveda and Ms. Rosamaria Gallo-Avitia. Members attending via the teleconference: Mr. Adan Escobar, Ms. Sylvia Gonzales, Mr. Ben Morales and Mr. Greg Spence. Mr. Adan Escobar led everyone in reciting the Pledge of Allegiance.

## 2. Communication and Visitors

6:37 PM

A. To Submit Questions or Comments - please email: boardmeeting@fabensisd.net

**B. To View Board Meeting:** 

Youtube: https://www.youtube.com/channel/UCx1AKVIN4MC4 bHIShDLdg or go to www.fabensisd.net a link is available under Fabens ISD Announcements - Webinar ID: 939 7180 5055

Under this portion of the meeting, no questions were submitted.

## 3. Board of Trustees Business 6:37 – 7:08 PM

## A. Discussion and Possible Action Regarding Proposed Resolution of Pending Contract Nonrenewal Proceeding and Employee Grievances

After opening the item by Dr. Vijil, Mr. Orlando Flores announced that per Tx. Gov't Code 551.071 and 551.074 this item would be taken into Executive Session at 6:38 PM.

After reconvening at 7:06, Mr. Rey Sepulveda motioned and Ms. Rosamaria Gallo-Avitia seconded to approve the resolution as discussed in Executive Session.

Motion Carried: 6 – 1 Voting Against: G. Spence

#### 4. Adjourn

There being no further business, Ms. Rosamaria Gallo-Avitia motioned and Mr. Ben Morales seconded to adjourn the meeting at 7:08 PM.

Signature	06/17 Date	7/2020
Signature		

## **Minutes of Workshop**

## The Board of Trustees Fabens ISD

A Workshop of the Board of Trustees of Fabens ISD was held Wednesday, June 3, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue. Fabens, TX 79838.

**Members Present:** 

Orlando Flores

Rosamaria Gallo-Avitia

Rev Sepulveda

Members Present via Teleconference: Adan Escobar Benjamin Morales Sylvia Gonzales **Greg Spence** 

**Members Absent:** 

None

Administrators Present: Dr. Veronica Vijil

Michele Gonzalez

Administrators Present Yvonne Coupland

Mario Dominguez

via Teleconference:

Maria T. Rodriguez

#### 1. Call to Order, Roll Call and Pledge of Allegiance 6:39 PM

The meeting was called to order at 6:39 PM by Mr. Orlando Flores, Board President. Members present at Central Office: Mr. Orlando Flores, Mr. Rey Sepulveda and Ms. Rosamaria Gallo-Avitia. Members attending via the teleconference: Mr. Adan Escobar, Ms. Sylvia Gonzales, Mr. Ben Morales and Mr. Greg Spence. Ms. Sylvia Gonzales led everyone in reciting the Pledge of Allegiance.

## 2. Communication and Visitors

6:40 - 6:41 PM

- A. To Submit Questions or Comments please email: boardmeeting@fabensisd.net
- **B. To View Board Meeting:**

Youtube: https://www.youtube.com/channel/UCx1AKVIN4MC4 bHIShDLdg or go to www.fabensisd.net a link is available under Fabens ISD Announcements - Webinar ID: 944 8797 7224

Under this portion of the meeting no one addressed the Board.

#### 3. Board of Trustees Business

#### A. Fabens ISD 2020 -2021 Budget Workshop 6:41 – 9:09 PM

## 1. Texas Association of School Boards (TASB) Pay Study Overview 6:41 – 7:49 PM

Dr. Vijil opened the item and introduced Ms. Luz Cadena, TASB Sr. Compensation Consultant.

Ms. Cadena presented a Power Point presentation of her findings and listed recommendations for the Board to consider at a future meeting.

## 2. Presentation of FY 2020 - 2021 Preliminary Revenue Estimates and Board Priorities

7:49 - 9:09 PM

Ms. Yvonne Coupland, Fabens ISD Chief Business Officer, presented a Power Point presentation reviewing preliminary budget information, district needs and discussed board members views and priorities for 2020 – 2021.

## 4. Adjourn 9:09 PM

There being no further business, a motion was made by Ms. Sylvia Gonzales and seconded by Mr. Ben Morales to adjourn the meeting at 9:09 PM.

Signature	
Oignature	Balo
Signature	

## INVESTMENT REPORT MAY 2020

	Principal	Monthly Interest	Rates
Lone Star Investment Pool			<u> </u>
Government Overnight Fund			
Local Maintenance Fund	\$7,526,917	\$1,934	0.31%
Interest & Sinking Fund	\$774,862	\$204	0.31%
Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,917	\$10	0.98%
Total Lone Star Investment Pool	\$8,313,696	\$2,148	
WestStar Bank			
General Operating Account	\$454,357	\$18	0.08%
Activity Account	\$88,393	\$6	0.08%
Robert F Cook - Savings	\$2,049	\$0	0.25%
Robert F Cook - CD	\$465	\$0	0.2070
Robert F Cook - CD	\$4,900	\$ <b>0</b>	
Campus Activity Fund	\$22,441	<b>\$0</b>	0.02%
Total WestStar Bank	\$572,605	\$25	
Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,396	\$0	
Total Wells Fargo Advisors	\$6,396	\$0	
Total Monthly Interest Earned	\$2,173		
Total Interest Year to Date 2019-2020	\$70,572		
Total General Fund Balance	\$3,907,560		

We, the approved investment Officers of Fabens ISD, hereby certify that the following investment Report represents the investment position of the district as of May 31, 2020 in compliance with the Board approved investment Policy, the Public Funds investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

## FOOD SERVICE Fund 101

## **MAY 2020**

	ESTIMATED	ACTUAL		PERCENT
	REVENUE	RECEIVED	UNCOLLECTED	COLLECTED
Misc Revenue	\$113	\$100	\$13	88.50%
Local Revenue-Catering &Sale Meals	\$28,588	\$23,244	\$5,344	81.31%
State Matching Revenue	\$8,500	\$7,233	\$1,267	85.09%
Federal Revenue-Breakfast	\$200,974	\$167,270	\$33,704	83.23%
Federal Revenue-Lunch	\$954,985	\$738,126	\$216,860	77.29%
USDA Commodities	\$110,270	\$0	\$110,270	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$43,082	\$2,534	94.45%
Fund Balance Revenue	\$94,168			
TOTAL REVENUE	\$1,443,214	\$979,055	\$464,159	67.84%
Expenditures	BUDGET	EXPENDITURES	BALANCE	PERCENT EXPENDED
	\$1,317,801	\$896,480	\$421,321	68.03%

\$94,168

\$1,411,969

Fund Balance Expenditures

TOTAL EXPENDITURE

\$92,789

\$989,269

\$422,700

70.06%

## **TAX COLLECTIONS REPORT**

## **MAY 2020**

## 2019-2020

	M/O		TOTAL	
Estimated Collections:	1,986,364	502,030	2,488,394	
Actual Collections:				
September	9,876	1,625	11,501	
October	33,942	7,371	41,314	
November	136,390	33,488	169,878	
December	549,175	138,392	687,568	
January	1,009,775	254,138	1,263,913	
February	281,749	70,863	352,612	
March	68,453	16,926	85,379	
April	51,018	12,667	63,684	
May	34,316	8,082	42,398	
June			0	
July			0	
August			0	
Due to/from				
Year To Date	2,174,696	543,551	2,718,247	
Tax Rates	1.0683000% +	0.2700000% =	1.3383000%	

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

## **MAY 2020**

		WAY 2020		
				PERCENT
	BUDGET	COMMITTED	BALANCE	COMMITTED
,		-		
FUNCTION 11	\$13,598,135	\$10,299,969	\$3,298,166	75.75%
Instruction				
FUNCTION 12	\$294,394	\$226,505	\$67,889	76.94%
Instructional Resources/				
Media (Library)				
FUNCTION 13	\$196,103	\$145,467	\$50,636	74.18%
Curriculum and Staff				
Development				
FUNCTION 21	\$183,187	\$137,800	\$45,387	75.22%
Instructional Leadership				
<b>FUNCTION 23</b>	\$1,621,950	\$964,967	\$656,982	59.49%
School Leadership				
FUNCTION 31	\$975,649	\$647,064	\$328,585	66.32%
Counseling Guidance				
Services				
FUNCTION 32	\$39,403	\$28,710	\$10,693	72.86%
Social Work Services				
<b>FUNCTION 33</b>	\$350,286	\$256,152	\$94,134	73.13%
Health Services				
<b>FUNCTION 34</b>	\$473,861	\$378,067	\$95,794	79.78%
Transportation		32		

9.			27.500	0.00%
FUNCTION 35 Food Service	\$7,500	\$0	\$7,500	0.00%
FUNCTION 36	\$881,691	\$749,613	\$132,078	85.02%
Co-Curricular Athletics  FUNCTION 41	\$1,427,147	\$880,961	\$546,186	61.73%
General Administration				
FUNCTION 51  Plant Maintenance and  Operation	\$2,939,738	\$1,666,198	\$1,273,539	56.68%
FUNCTION 52 Security/Monitoring Services	\$301,856	\$206,019	\$95,837	68.25%
FUNCTION 53 Data Processing	\$248,535	\$177,272	\$71,263	71.33%
FUNCTION 61 Community Services	\$33,200	\$27,793	\$5,407	83.71%
FUNCTION 81 Facilities Acquisition and Construction	\$12,150	\$0	\$12,150	0.00%
FUNCTION 99 Other Intergovernmental Charges	\$36,000	\$26,620	\$9,380	73.94%
ORIGINAL BUDGET	\$23,620,785	\$16,819,178	\$6,801,607	71.20%

## GENERAL FUND REVENUE FUND 199

## **MAY 2020**

	ACTUAL			PERCENT
	ESTIMATED	RECEIVED	UNCOLLECTED	COLLECTED
Local Revenue				
Local Revenue- Tax Revenue	\$2,058,344	\$2,174,696	-\$116,352	105.65%
Local Revenue-Interest	\$74,164	\$60,724	\$13,440	81.88%
Local Revenue-Miscellaneous	\$412,555	\$693,287	-\$280,732	168.05%
LOCAL TOTAL	\$2,545,063	\$2,928,707	-\$383,644	115.07%
State Revenue TEA	\$19,450,090	\$15,460,723	\$3,989,367	79.49%
State Funding - HB1	\$514,560	\$413,490	\$101,070	80.36%
On Behalf Payment	\$1,077,644	\$690,645	\$386,999	64.09%
Federal Programs Indirect Costs	\$45,388	\$0	\$45,388	0.00%
ROTC	\$88,697	\$57,972	\$30,725	65.36%
STATE TOTAL	\$21,176,379	\$16,622,829	\$4,553,550	78.50%
TOTAL REVENUE	\$23,721,442	\$19,551,537	\$4,169,905	82.42%

## DEBT SERVICE FUND FUND 599

## **MAY 2020**

	ESTIMATED	ACTUAL		PERCENT
	REVENUE	RECEIVED	UNCOLLECTED	COLLECTED
Local Revenue-Taxes	\$516,929	\$543,551	-\$26,622	105.15%
Local Revenue-Interest	\$25,114	\$9,755	\$15,359	38.84%
State Revenue	\$1,577,036	\$1,577,036	\$0	100.00%
Transfer In	\$114,247	\$0	\$114,247	0.00%
TOTAL REVENUE	\$2,233,326	\$2,130,342	\$102,984	95.39%
				DEDCENT
	DUDGET	EVDENDITUDES	DAL ANCE	PERCENT
	BUDGET	EXPENDITURES	BALANCE	EXPENDED
Evnanditures				
Expenditures Function 71-Debt Service	\$2,233,326	\$1,753,031	\$480,295	78.49%
Function / 1-Dept Service	ΦΖ,233,320	Ψ1,730,001	Ψ-100,200	10.4570
TOTAL EXPENDITURE	\$2,233,326	\$1,753,031	\$480,295	78.49%
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## MEMORANDUM OF UNDERSTANDING

Reading Academies TEA Grant Project ESC 19 - Authorized Provider

#### RECITALS

WHEREAS, Region 19 Education Service Center ("ESC 19") serves as an Authorized Provider to conduct Reading Academies as required by House Bill 3 (2019) (the "Reading Academies");

WHEREAS, the provision of Reading Academies is being regulated by the Texas Education Agency ("TEA") with the cooperation of Region 11 Education Service Center; and

WHEREAS, to accomplish the outcome of every Kindergarten through Third Grade teacher and principal receiving Reading Academy training, TEA has published guidance in the form of letters to school districts and FAQ guidance to Education Service Centers; and

WHEREAS, the most recent guidance to Education Service Center regarding their provision of Reading Academies to school districts and is incorporated for all purposes into this MOU as if reproduced in its entirety; and

WHEREAS, TEA states that school districts have the following three options relating to ensuring their teachers obtain Reading Academies training:

- Use an Authorized Provider for Comprehensive and/or Blended training for teachers and principals.
  - District pays per participant (\$3,000 for Comprehensive; \$400 for Blended).
     These fees are set by TEA for cohorts that start June 8 through December 2020 and are subject to change thereafter as established by TEA.
- 2. Apply to be an approved Authorized Provider and provide the training to participants.
  - As an Authorized Provider, the district would assume all costs for the training.
- Sign an MOU with an Authorized Provider, then employ staff to act as Cohort Leaders and provide either the Blended or Comprehensive training locally to teachers and principals.
  - District pays a flat fee to the Authorized Provider (\$10,000 per Cohort Leader for Blended; \$12,000 per Cohort Leader for Comprehensive).
  - All Cohort Leaders must pass the Cohort Leader Screening; and

WHEREAS, ESC 19, as an Authorized Provider, desires to comply with the guidance set forth by TEA by entering into this MOU with school districts that opt to provide Reading Academy training for their teachers and principals through Options 1 and 3 above; and

WHEREAS, ESC 19 and \_\_\_\_\_\_ (hereinafter the "District") agree that the provisions set forth in this MOU are intended to set forth the respective responsibilities of the parties regarding the provision of Reading Academies to the District;

NOW, THEREFORE, in consideration of the mutual promises and subject to the terms and conditions set forth herein, the Parties hereto agree as follows:

### I. Designation by District of Reading Academies Services to be Provided by ESC 19:

The District opts for ESC 19 to provide Reading Academies training to the District as follows:

Use ESC 19 as an Authorized Provider for Comprehensive and/or Blended training for teachers, principals and/or other district personnel as determined by the district.

### II. Responsibilities of the Parties.

### a. For ESC 19:

- 1) Ensure all ESC 19 staff that serve as Cohort Leaders meet qualifications as determined by TEA and pass the mandatory TEA online screening process.
- 2) Coordinate and fund travel for all cohort leaders.
- 3) Conduct program evaluation as determined by TEA.
- 4) Provide registration assistance, logistical support, and regional technical assistance.
- 5) Pays for participant materials.
- 6) Create blended and/or comprehensive cohorts in coordination with the District.
- 7) Set the start and end dates for every individual cohort in coordination with the District.
- 8) Hire additional Cohort Leaders, as needed, and assume responsibility for providing salary and benefits.
- 9) Ensure all Cohort Leaders attend the Cohort Leader training provided by TEA.
- 10) Ensure all Cohort Leaders abide by the established participant limitations for each cohort:
  - i. The leader of a Blended Cohort may manage a cohort of up to 100 participants Blended Cohort Leaders may lead up to 3 cohorts at a time.
  - ii. The leader of a Comprehensive Cohort may manage a cohort of up to 60 participants Comprehensive Cohort Leaders may only one cohort at a time.
- 11) Coordinate training dates, locations, and additional logistics with the district.
- 12) Provide and facilitate HB 3 Reading Academies by following and implementing HB 3 Reading Academies content as designed by TEA;
- 13) Ensure that the District conducts program evaluation as determined by TEA.
- 14) Ensure that the District communicates and responds to TEA information requests.

### b. For the District:

 Assign one or more individuals to support the coordination and implementation of Reading Academies.

- 2) Structure the district professional development calendar to support the implementation of Reading Academies.
- 3) Ensure that District participants attend HB 3 Reading Academies by following and implementing HB 3 Reading Academies content as designed by TEA and delivered by the Authorized Provider.
- 4) Participants enrolled in the Reading Academies may not drop or be replaced by another learner once cohort has started.
- 5) In coordination with ESC 19, set the start and end dates for every individual cohort.
- 6) Conduct program evaluation as determined by TEA;
- 7) Communicate and respond to TEA information requests.

### III. TERM OF AGREEMENT

This Agreement shall be effective on May 1, 2020, and terminate, except as provided herein, on August 31, 2022, unless sooner terminated upon 30 days prior written notice by either party or upon completion of all training by ESC 19 of the District's personnel (the "Term"). Upon termination hereof, each party agrees to cooperate with the other to fulfill any action required by TEA in its regulation of Reading Academies.

### IV. CALENDARING REQUIREMENTS

a. Cohorts must begin after June 8, 2020.

### V. FEES

District pays per participant (\$3,000 for Comprehensive; \$400 for Blended) prior to the start of cohort training. These fees are set by TEA for cohorts that start June 8 through December 2020 and are subject to change thereafter as established by TEA.

### VI. ADDITIONAL TERMS AND CONDITIONS.

- 1. <u>Assignments</u>. Neither Party may assign this Agreement without the prior written consent of the other.
- 2. <u>Entire Agreement</u>. This Agreement contains all of the agreement between the Parties with respect to the matters contained herein and no prior agreement or understanding pertaining to any such matters shall be effective for any purpose.
- 3. <u>Independent Contractor Status</u>. Each party and its people are independent contractors in relation to the other party with respect to all matters arising under this Agreement. Nothing herein shall be deemed to establish a partnership, joint venture, association, or employment relationship between the parties.
- 4. <u>Third Party Beneficiaries.</u> Nothing in this Agreement creates, or will be deemed to create, third party beneficiaries of or under this Agreement.

- 5. <u>Governing Law.</u> This Agreement shall be governed, construed, and enforced according to the laws of the State of Texas, without giving effect to principles of conflicts of laws, and the Parties agree to resolve any dispute in the state and federal courts having jurisdiction in El Paso County, Texas.
- 6. <u>Notices</u>. Notices sent to either party shall be effective when delivered in person or transmitted by fax machine; one (1) day after being sent by overnight courier; or two (2) days after being sent by first class mail postage prepaid, to the address or fax number, as the case may be, set forth in this Agreement. A facsimile of this Agreement and notices generated in good form by a fax machine (as well as a photocopy thereof) shall be treated as "original" documents admissible into evidence unless a document's authenticity is genuinely placed in question.
- 7. <u>Counterparts</u>. This Agreement and any amendment or supplement to this Agreement may be executed in two or more counterparts, each of which will constitute an original but all of which will together constitute a single instrument. Transmission by facsimile of an executed counterpart signature page hereof by a party hereto shall constitute due execution and delivery of this Agreement by such party.
- 8. **Sovereign Immunity.** Nothing in this Agreement shall be deemed to waive the sovereign immunity of ESC 19, of the staff and employees of ESC 19, or of the District.
- 9. **Dispute Resolution.** The Executive Director of ESC 19 or his/her designee and the authorized agent of the District shall resolve disputes that develop under this Agreement.
- 10. Amendments. This Agreement may not be amended, modified or changed, nor shall any waiver of any provision hereof be effective, except by an instrument in writing and signed by each of the Parties.

IN WITNESS WHEREOF, for adequate consideration and intending to be legally bound, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized representatives.

The individuals signing below are authorized to do so by the respective Parties to this Agreement.

### 

Title of Contact		Title of Contact		
Street Address		Street Address		
City, State	Zip	City, State	Ziį	
Contact's Telephone Number		Contact's Telephone Number		



Prepared For:

Fabens ISD

June 4, 2020

Thank you for giving Dell Financial Services L.L.C. ("DFS") the opportunity to provide a technology financing solution. Enclosed is a financing proposal for your new technology needs. We look forward to discussing this opportunity in further detail with you. If you have any questions, please contact me at the phone number or email address below.

Term	36
Option	FMV
Payments:	Annual
Consolidation:	Monthly
Payments Due:	Advance
Interim Rent:	None

					mineral regime.	110110
Dell Quote numbers	Summary Product Description	Product Price	Quantity	Extended Price	Rate Factor	3 Payments
3000062419538	Targus Vertical Slipcase 12" Laptop Sleeve - Black	\$11.50	513	\$5,899.50	0.34606	\$2,041.58
	Chrome Education	\$25,00	513	\$12,825.00	0.34606	\$4,438.22
	Chromebook 11 3100 2-in-1	\$378.33	513	\$194,083.29	0.34606	\$67,164.46
	TOTALS		1539	\$212,807.79		\$73,644.26

### PLEASE NOTE: (1)

Rate Factor: is Contingent upon and PO must state "in agreement to" (or) "in compliance with" the use of Texas DIR-TSO-3763, Master Lease Agreement Appendix (F)". Other related DFS documentation will also be required, (unless already on file) such as: Updated (Secretary/Clerk form, Billing information form). The actual Lease Schedule will be created and sent for signature after all items have shipped per the PO. Along with IRS form 8038 - if applicable for signature. An Opinion of Counsel / Validity opinion will be required for lease schedules of \$500,000 or greater. The person who signs the PO must be on the Sec/clerk form or the person on the Sec/clerk form must - co-sign the PO.

Proposal Expiration Date: July 4, 2020

Leasing and financing provided by Dell Financial Services L.L.C. or its affiliate or designee ("DFS") to qualified customers. Offers may not be available or may vary in certain countries. Where available, offers may be changed without notice and are subject to product availability, credit approval, execution of documentation provided by and acceptable to DFS, and may be subject to minimum transaction size. Offers not available for personal, family or household use. Dell and the Dell logo are trademarks of Dell Inc. Proposal is property of DFS, contains confidential information and shall not be duplicated or disclosed in whole or part. Proposal is not a firm offer of financing. Pricing and rates based upon the final amount, configuration and specification of the supplied equipment, software, services or fees. Prorata payment may be due in the first payment cycle. Proposal excludes additional costs to customer such as shipping, maintenance, filing fees, applicable taxes, insurance and similar items. Proposal valid through the expiration date shown above, or if none is specified, for 30 calendar days from date of presentation.

### End of Term Options:

Tax Exempt Lease Purchase (TELP):

- Exercise the option to purchase the products for \$1.00.
- Return all products to lessor at the lessee's expense.

### Andre Williams

Account Executive

Education - State & Local Government

Dell | Financial Services

Cell: 512-497-3195

Andre.D.Williams@Dell.Com

### Additional Information:

LEASE QUOTE: The Lease Quote is exclusive of shipping costs, maintenance fees, filing fees, licensing fees, property or use taxes, insurance premiums and similar items which shall be for Lessee's account. Lessee will pay payments and all other amounts without set-off, abatement or reduction for any reason whatsoever. Additionally, Lessee shall declare and pay all sales, use, and personal property taxes to the apprepriate taxing authorities. If you are sales tax exempt, please provide a copy of your Exemption Certificate with the Lease Contract.

PURCHASE ORDER: The Purchase Order must be made out to Dell Financial Services L.L. C., One Dell Way, RR8-23, Round Rock, TX 78682. The Purchase Order will need to include the quote number, quantity, and description of the equipment. Please be sure to indicate that the PO is for a lease order and shows the contract name of the Agreement and identification number (if any), the type of lease, the term length, and payment frequency. The date of the lease quote referenced should be included. Please be sure to include any applicable shipping costs as a line item and include your address as the SHIP TO destination.

INSURANCE: The risk of loss on the equipment is borne solely by the Lessee. Lessee shall be required to purchase and maintain during the Term (i) comprehensive public liability insurance naming Lessor as additional insured; and (ii) "all-risk" physical damage insurance in a minimum amount of the Purchase Price, naming DFS as first loss payee.

APPROPRIATION COVENANT: The Lease will contain an appropriation of funds clause. The Lessee will covenant that it shall do all things legally within its power to obtain and maintain funds from which the payments may be paid.

DOCUMENTATION: In addition to a duly executed Agreement, other documents as reasonably requested by DFS may be required, such as but not limited to, opinions of counsel, IRS tax exemption forms (if applicable), and audited financials

PROPOSAL VALIDITY / APPROVALS: This is a proposal based upon market conditions and is valid for 30 days, is subject to final credit approval, review of the economics of the transaction, and execution of mutually acceptable documentation.

### AGREEMENT OF COOPERATION

### **BETWEEN**

### **Fabens Independent School District**

### **AND**

### The University of Texas at El Paso

The University of Texas at El Paso (hereinafter referred to as UTEP), located at 500 West University Avenue, El Paso, TX 79968 and Fabens Independent School District (FISD), located at 821 NE 'G' Avenue, Fabens, TX 79838, USA, enter into an agreement of cooperation to establish a program of exchange and collaboration in areas of interest and benefit to both institutions.

I.

The purposes of the cooperation between UTEP and FISD are as follows:

- This Agreement sets forth the expectations and commitments of UTEP and the sponsor to implement a New Teacher Mentorship Pilot Program (hereafter referred to the "Program") under the direction of Dr. Clifton Tanabe, Dean, College of Education, that will strengthen early career teachers, increase teacher retention rates, and improve student outcomes.
- The Program description and roles and responsibilities for each partner are detailed in Attachment A. The Parties agree to the terms spelled out in this Agreement and any add-on or amendments as the work progressed, and will obtain the signed endorsement of authorizing officials of the Parties.

### PARTICPATING PARTIES

The University of Texas at El Paso (Lead and Advisory Board Member)
El Paso Community Foundation (Sponsor and Advisory Board Member)
CREEED (Advisory Board Member)
Fabens ISD (Pilot Program Site)
Canutillo ISD (Pilot Program Site)
Tornillo ISD (Pilot Program Site)

To achieve these goals, UTEP and FISD will, insofar as the means of each allow:

- work collaboratively with the New Teacher Center to direct support to new teachers and instructional coaches.
- actively participate to ensure that new teachers are positively impacted by their participation, instructional coaching and leadership capacity within the district is strengthened.

### III.

Each institution shall designate a coordinator to oversee and facilitate the implementation of this Agreement. The coordinators, working with other appropriate administrators at the respective institution, shall have the following responsibilities:

- to act as principal contacts for individual and group activities and to plan and coordinate all activities within their institutions as well as with the partner institution;
- to meet periodically to review and evaluate past activities and to work out new ideas for future cooperative agreements.

### IV.

This general Agreement of Understanding shall be identified as the parent document of any program agreement executed between the parties. Further agreements concerning any program shall provide details concerning the specific commitments made by each party and shall not become effective until they have been reduced to writing and executed by the duly authorized representatives of the parties. The scope of the activities under this agreement shall be determined by the funds regularly available at both institutions for the types of collaboration undertaken and by financial assistance as may be obtained by either institution from external sources.

### V.

Except as may stipulated in any specific program agreement, each institution shall be responsible for expenses incurred by its employees under this agreement. Except as may be stipulated in any specific program agreement.

### VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is terminated, neither UTEP nor shall be liable to the for any monetary or other losses

which may result.

EXECUTED by The University of Texas at El Paso and Fabens Independent School District in duplicate copies, each of which shall be deemed an original.

THE UNIVERSITY OF TEXAS AT EL PASO	FABENS INDPENDENT SCHOOL DISTRICT
By: Roberto Osegueda	Ву <u>:</u>
Title: Vice President for Research	Title:Date:_
Date:	

### Attachment A

The purpose of the New Teacher Center partnership is to accelerate the effective practice of new teachers, and thus narrow the achievement gap, through its proven results of exceptional instructional coaching. Across the region, NTC will provide professional support and development to a cohort of up to 60 teachers and 4-8 centrally-deployed instructional coaches (hereinafter referred to collectively as "coaches"), 10-12 school leaders, spanning 10-12 El Paso County schools across the county for the 2020-2021 school year. This work will cultivate, sustain, and retain early career educators in El Paso County; develop the leadership capacity of instructional coaches as part of a school-based leadership team; and strengthen instructional leadership across schools to create multiple generations of educators who understand how to leverage their respective ELA curricula and the TEKS as a tool for educational equity

District partners, through this MOU, commit to fully-scaled transformation of a new teacher mentorship program within the district, sharing and transparency of data, and rigorously objective "critical friend" feedback / accountability. Districts are expected to fully scale and fully sustain the transformation goals post-grant funding. To foster the achievement of these outcomes, UTEP and NTC will support districts to implement proven strategies, specifically: a) piloting, b) scale-up and c) post-grant or no-grant cost internalization.

### **Core New Teacher Mentorship Pilot Goals**

The New Teacher Mentorship Pilot described below are expected areas of transformation for districts within the 3-year timeline of the grant.

Goal One: Build new teacher competency to meet the needs of students in the El Paso region.

A highly skilled instructional coach is key to providing new teachers with support that will advance their instructional practice. Coaches practice using multiple data points to assess teacher practice and student learning, and provide meaningful feedback to teachers to support their instruction of the curriculum. The goal is to provide curriculum-aligned support to teachers as they create and sustain optimal learning environments in which the diverse needs of every learner are addressed with an unwavering attention to equity and continuous academic, social, and emotional growth.

- Districts will identify first and second year teachers who will participate in the New Teacher Mentorship Pilot.
- The coaches from the New Teacher Mentorship Pilot will have scheduled access to the participating teachers' classrooms and planning time.
- New teachers will receive one hour of coaching weekly/biweekly.

Goal Two: Build district capacity to provide effective instructional coaching to new teachers.

Through one year of comprehensive professional learning and on-the-job coaching, district instructional coaches learn the critical knowledge, skills, and tools to initiate and maintain effective mentoring relationships with new teachers that result in substantial learning gains for every student in the classroom. Instructional coaches will understand the learning needs specific to the new teachers and curriculum implementation in their buildings, and establish a vision for how new teachers will use the curriculum and effective teaching practice as tools for academic rigor and educational equity. NTC will work with each district to customize professional learning so that the content aligns to their respective approaches to instructional coaching.

District instructional coaches will participate in:

- 4 days of professional learning, during which they will develop the instructional leadership skills (e.g., foster collaborative professional cultures; use data to improve teaching and learning; collaborate with stakeholders; advocate for the profession and student learning) to support teachers in creating optimal learning environments in which they:
  - Create emotionally, intellectuall 4. and physically safe environments

- Implement equitable, culturally responsive, and standards-aligned curriculum and instruction to meet the diverse needs of every learner
- Learn to employ strategic instructional coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning aligned to the TEKs
- Create and maintain collaborative, mutually-accountable professional relationships (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and maintain coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content
- Advance teaching practice through establishing collaborative, professional relationships that build trust, meet teachers' needs through the use of coaching language and stances, and provide actionable feedback.
- o 10 Mentor Forums over the course of the year to support the year-long application of the professional learning described above. Forums are a mix of online and in-person 3-hour sessions where NTC staff supports and extends coaches' professional learning and helps them sustain their community of practice.
- In-Field Coaching over the course of the year during which NTC staff will provide highly customized, differentiated supports to coaches and their school leaders via 5 infield coaching days.
  - In-field coaching visits provide an opportunity for NTC to both formatively assess and develop coaches' practice in the schools, and to inform programmatic components in real time as a result of our learnings.
  - Visits provide an opportunity to coach and consult with school leaders about their implementation of the model, the ways in which they support and develop teacher leaders and new teachers, and to support their reflection, problem solving and practice.
  - In-field coaching is also an opportunity for intensive capacity building at the district-level, with the purpose of building leadership capacity and sustainability within each respective district's professional development program.
  - In future years, as a result of explicit capacity building we will provide, we envision each centrally-deployed coach as providing school-based coaches with high-quality professional learning and on-the-job support, in collaboration with school leaders.

### Goal 3: Develop committed school leaders who have a deep understanding and working knowledge of the new teacher mentorship pillars and approach.

Coaches and the early career teachers they support do not exist in isolation. Each coach and teacher belongs to a school community, and they are deeply influenced by the quality of instructional leadership in their buildings/districts. Thus, it is critical that school-level leaders at each mentor's school site are instructionally-focused and have the tools to create the conditions for mentor and teacher success.

- School leaders will participate in school leadership development that include:
  - o 3 days of school leadership development for two cohorts of participating school leaders (Principals and Assistant Principals) where participants:
    - Establish a clear vision of what excellent, standards-aligned instruction looks like in each grade level.
    - Develop the school leadership and coaching capacity to know what to look for in standardsaligned literacy instruction and provide teachers with meaningful feedback to improve their practice using the curriculum as a tool.
    - Utilize existing coaching structures to support teachers through a cycle of observation, feedback and targeted support.
    - Shape productive and professional cultures for adult learners school-wide
    - Learn to maximize the mentoring program in their schools.
- School leaders will ensure that the identified district coaches are allocated the needed time for trainings and coaching from NTC and UTEP's COE.

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### Goal Five: Create sustainable high quality new teacher mentorship in the district

Research and experience make clear that effective school systems engage in a set of deliberate actions that are aligned to the needs of the students they serve. Each action acts like a puzzle piece that collectively creates a clear picture of how the people, activities, and resources within a school system must work together to provide all students the opportunity to engage with rigorous, standards-aligned instruction.

- UTEP and NTC will work with district system level leaders over 5 days to develop strategic plan to sustain the high quality new teacher mentorship that includes the following components:
  - o Vision and Expectations
  - o Curriculum
  - o Assessment
  - o Educator Capacity
  - o Student Support
  - o Accountability
  - o Family and Community Partnership
  - o Stakeholder Investment

### Goal Six: Demonstrate commitment to using data for continuous improvement.

- Districts will be expected to document all new teacher coaching interactions using the Kiano platform, an online
  instructional coaching toolkit. Kiano will be accessible to district instructional coaches, administration, and
  UTEP's New Teacher Mentorship Pilot staff.
- District will participate in an <u>annual</u> formative program site-review visit, which will examine the program
  implementation and outcomes (e.g., quality of teaching by new teachers, quality of instructional coaching by
  coaches). Results from the site visit will be considered as "critical friend" external review results and will only be
  reported internally.
- Districts will provide new teacher effectiveness data, including: To ensure and demonstrate the pilot's progress, the district will share the data below in accordance with the applicable federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).
  - Number of new teachers coached by the pilot program
  - New teacher demographics
  - Enrollment demographics of students taught by new teachers in the pilot
  - Evidence of new teacher proficiency in content knowledge
  - Evidence of new teacher proficiency in disposition/professionalism
  - Evidence of new teacher proficiency in pedagogy
  - New Teacher feedback surveys (BOY, EOY)
  - Campus/district instructional coach & Principal surveys (BOY, EOY)
  - New teacher retention rates
  - Masked K-12 student achievement data linked to new teachers within the district to compare the valueadded impact of new teachers in the pilot
  - Historic performance of districts' new teachers
  - Other data points determined by the advisory board

### **UTEP College of Education Roles and Responsibilities**

<u>College of Education Role</u>. COE will manage the New Teacher Mentorship Pilot and will work collaboratively with NTC and districts to implement the direct support to new teachers and instructional coaches as well as the yearlong training to build capacity within the district to sustain new teacher mentorship.

### COE Responsibilities.

• Hire and supervise the New Teacher Mentorship Pilot Director and Lead Coaches.

- Manage the New Teacher Mentorship Pilot.
- Serve as the direct point of contact for NTC and the districts to schedule trainings.
- Assign the placement of COE Lead Coaches to district/schools to provide direct coaching to new teachers/priority second year teachers and district instructional coaches.
- Provide/coordinate meeting space for the trainings
- Administer the twice-yearly administration of a survey about the effectiveness of the pilot.
- Analyze data from the pilot to document effectiveness.

### **District Roles and Responsibilities**

<u>District Role.</u> The district will be an active participant in the pilot to ensure that new teachers are positively impacted by their participation, instructional coaching and leadership capacity within the district is strengthened, and the district strategically plans to sustain strong mentorship for new teachers in future years.

- Identify first year teachers and priority second year teachers that will participate in the pilot cohort.
- Identified school leaders, district/campus instructional coaches, and new teachers will participate in all aforementioned trainings and coaching sessions.
- Develop a sustainability plan to ensure high quality new teacher mentorship continues after the grant period concludes.
- Commit \$ worth of cash and/or in-kind resources to further the objectives of the program.
- Certify and provide backup documentation for the committed resource expenditures.

### **Funding**

The El Paso Community Foundation and CREED jointly applied for grant funding from the Prentice Farrar Brown and Aline Ford Brown Foundation within Bank of America to initiate the New Teacher Mentorship Pilot. Funding from this grant has been allocated to UTEP's College of Education for the management of the pilot and the services provided by the New Teacher Center. Each participating district will pay \$350per new teacher during the pilot year to the El Paso Community Foundation's Teacher Pipeline Fund, and each district will work with UTEP and NTC to develop a sustainability plan to continue the work after the grant funding has expired. If the district is awarded funding under TEA's HB3 New Teacher Mentorship Allotment, the district commits to pay 70% of any funding over \$500 per teacher to cover the additional training costs associated with the New Teacher Center.



### Instructions for Submitting a COVID-19 Related Missed School Day Waiver

(512) 463-9000

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### THE COVID-19 RELATED MISSED SCHOOL DAY WAIVER IS DUE NO LATER THAN JUNE 18, 2020

- 1. Please visit TEA's webpage on State Waivers to access general information about the waiver process: https://tea.texas.gov/texas-schools/waivers/state-waivers
- 2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <a href="https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf">https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf</a>
- Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type
  "Missed School Days" to create and submit a single request for a missed school day waiver due
  to circumstances related to COVID-19.
- Please complete the LEA contact information, including filling in the date the board approved the waiver request.
- 5. For the "Reasons" sections, select the "Health" and "Safety" checkboxes.
- 6. From the "Select Campus" dropdown, select "All Campuses."
- 7. For the "Start Date," enter the first regularly scheduled instructional date that the campuses were closed due to COVID-19 (this includes "Closed, Instructing," "Closed, Preparing," and "Closed, Temporary" days).
- 8. For the "End Date," enter the last <u>consecutive</u> regularly scheduled instructional date that the campuses were closed due to COVID (\*this may require multiple entries; see notes/examples at the bottom of this document).
- 9. For the "Number of Minutes Per Day" section, enter the total minutes of operation the same as they would have been if the district had been able to operate. (If the number of minutes of operation varies by campus, please report the number for the campus with the greatest number of operational minutes, however please note that in PEIMS you will claim the actual number of minutes your district was scheduled to operate on the specific date by campus.)
- 10. For the "Explanation" section, enter "COVID-19."
- 11. Click the "Save Campus" button.
- **12.** For "LEA Attachments", please include the Board agenda from meeting in which the waiver application request was approved and the signed Instructional Continuity Attestation While Closed document.
- 13. Please submit your completed waiver. For a District Editor, at the end of the waiver application you will find a "Complete & Route" button. This will route the application to your Superintendent for review and approval. For a District Superintendent, at the end of the waiver application you will find a "Review and Submit" button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the "Submit" to TEA button.



### Instructions for Submitting a COVID-19 Related Missed School Day Waiver

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\*END DATE NOTES: Exclude any holidays (e.g., Good Friday, Memorial Day) and any other non-instructional days (e.g., bad weather makeup days) that remained non-instructional days for students. Missed school days reported include "Closed, Instructing," "Closed, Preparing," and "Closed, Temporary."

### **EXAMPLE 1**:

- District closed from 3/16 to end of year on 5/22, no planned holidays or PD days One entry
  - Start date: 3/13, End date: 5/22

### **EXAMPLE 2:**

- District's first day of closure was 3/13, had a planned holiday on 4/10 (for Good Friday), and then was closed until the end of the school year (5/22) – Two entries
  - o 1st entry: Start date: 3/13, End date: 4/9, click "Save Campus," repeat steps 5-8
  - 2<sup>nd</sup> entry: Start date: 4/13, End date: 5/22, click "Save Campus," continue with steps 9-13

### **EXAMPLE 3**:

- District's first day of closure was 3/13, their Spring Break was scheduled for 4/13-4/17, had a
  planned holiday on 5/1, and then were closed until the end of the school year (5/22) Three
  Entries
  - o 1st entry: Start date: 3/13, End date: 4/10, Click "Save Campus," repeat steps 5-8
  - o 2nd entry: Start date: 4/20, End date: 4/30, Click "Save Campus," repeat steps 5-8
  - 3<sup>rd</sup> entry: Start date: 5/4, End date: 5/22, click "Save Campus," continue with steps 9-13

### **EXAMPLE 4:**

- District's first day of closure was 3/13, their Spring Break was scheduled for 4/13-4/17, conducted a planned staff development waiver day on 5/1, were closed for Memorial Day (5/25), and then were closed until the end of the school year (5/28) Four Entries
  - o 1st entry: Start date: 3/13, End date: 4/10, Click "Save Campus," repeat steps 5-8
  - 2<sup>nd</sup> entry: Start date: 4/20, End date: 4/30, Click "Save Campus," repeat steps 5-8
  - o 3rd entry: Start date: 5/4, End date: 5/22, Click "Save Campus," repeat steps 5-8
  - 4<sup>th</sup> entry: Start date: 5/26, End date: 5/28, Click "Save Campus," continue with steps 9-13



### Closed, But Committed to Providing Instruction

### SECTION I: Information/Requirements

If an LEA has closed school due to COVID-19, the agency will provide missed school day waivers for the closed days with the requirement that the LEA provide educational supports for the off-campus education of all students. The waivers will be granted as long as the district commits to supporting students instructionally while absent from school grounds. This attestation will be required to be submitted with the waiver.

The school district or charter school is responsible for providing all necessary educational resources to a student's parent/guardian and must also provide guidance on how the instruction is to be delivered to the student. Texas Education Agency (TEA) auditors may perform random audits to ensure that school districts and charter schools provided the necessary educational resources.

SECTION II: Attestation Statement					
Fabens ISD  attests that parents/guardians are being provided with the educational resources and implementation assistance necessary to support an instructional program that will be provided off-campus to students who are absent due to concerns about the potential of illness or actual illness associated with COVID-19.					
SECTION III: Signatures		Tank of the second of the seco			
District Name Fabens ISD	Superintendent Name  Dr. Veronica Vijil	Board President Name Orlando Flores			
Date	/ Super	/ Superintendent Signature			
5/29/20  I, the superintendent of schools, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.					
Date Boa		President Signature			
5/29/20 I, the Board President, attest that the district will comply with the requirements of the waiver application for the 2019-20 school year if granted.					

Attach completed attestation form to a 2019-20 Missed School Day Waiver request in TEAL no later than June 18, 2020



### Parent Notice Requirements for Students at Risk of Failure

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As announced in March, all State of Texas Assessments of Academic Readiness (STAAR®) administrations scheduled for April, May, and June 2020 are cancelled. Student Success Initiative (SSI) promotion/retention requirements found in the Texas Education Code (TEC), §28.0211 are waived for the 2019–2020 school year. However, Texas school districts and open-enrollment charter schools are still required to provide early notice to parents or guardians of students in grades 4 and 7 identified to be at risk of failure on the first administration of an assessment required for grade advancement in the next school year.

Under Texas Administrative Code (TAC) §101.2009, the superintendent must establish the instruments and procedures to be used to determination which students are at-risk. Given that the STAAR administrations for April, May, and June 2020 are cancelled, the at-risk determination will need to be made through means that do not involve state testing results from the current year. The current rule requires this notice to be issued before the end of a school year. If a district or charter school is not able to or does not have sufficient information to make a determination about a student's risk of failure at this time, the school district or charter should request a waiver to delay the notice requirement from the Commissioner until the start of the 20-21 school year.

Follow the instructions below to complete a waiver request:

- 1. Please visit TEA's webpage on State Waivers to access general information about the waiver process: <a href="https://tea.texas.gov/texas-schools/waivers/state-waivers">https://tea.texas.gov/texas-schools/waivers/state-waivers</a>.
- 2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <a href="https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf">https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf</a>.
- Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "Other Waiver" to create and submit a waiver request for the required early notice of students at risk of failure (COVID-19 disruptions).
- 4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
- 5. For the section titled "Waiver Description," please use this language: "Waiver of required early notice of students at risk of failure (COVID-19)."
- 6. For "General Questions #1," please use this language: "Waiver of required early notice of students at risk of failure (COVID-19 disruptions)."
- 7. For "General Questions #2," please enter N/A.
- 8. For "General Question #3," please use this language: "TEC 28.0211(d)(3) and TAC 101.2009(b)."
- 9. For "General Question #4," please enter N/A.
- 10. For "General Question #5," please enter N/A.
- 11. For "General Question #6," please enter N/A.
- 12. For "Requested Years," please select only "2019-2020."

- 13. For "LEA Attachments," please include the board agenda from the meeting in which the waiver application request was approved.
- 14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review and Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.



### Reading Instruments Guidance June 4, 2020

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### Kindergarten

TEC, §28.006(b) requires the commissioner to adopt a multidimensional assessment tool that includes a reading instrument and tests at least three developmental skills, including literacy, for use in diagnosing the reading development and comprehension of kindergarten students.

The commissioner has adopted TX-KEA (CLI).

TEC, §28.006(b-1) permits the commissioner to approve an alternative reading instrument for use in diagnosing the reading development and comprehension of kindergarten students.

The commissioner has approved mCLASS Texas Edition (Amplify) as the alternative reading instrument.

Information regarding training opportunities for these instruments will be made available soon.

LEAs are required to use one of these two reading diagnostic instruments for the beginning-of-year screener, starting in the 2020-2021 school year. However, because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to continue to use the instrument they used in the 2019-2020 school year or another instrument approved by a local district board of trustees in order to best meet student needs in the 2020-2021 school year only.

A waiver of the requirement to use one of the two specified instruments will only be approved for <u>one year</u> and will not be waived in the 2021-2022 school year and beyond.

Even with potential disruptions screening to monitor reading development and comprehension of students is critical in supporting their growth and academic success.



For more detailed information about the two approved kindergarten instruments please visit <a href="https://tea.texas.gov/academics/early-childhood-education/early-childhood-data-collection-requirements">https://tea.texas.gov/academics/early-childhood-education/early-childhood-data-collection-requirements</a>

### Grades 1 and 2

TEC, §28.006(b-1) requires each school district to administer, at the first and second grade levels, a reading instrument on the list adopted by the commissioner or by a district-level committee.

Free options that are available for the 2020-2021 school year include:

- mCLASS Texas Edition (Amplify)
- Fastbridge earlyReading (Illuminate Education)
- CBMreading (Illuminate Education)
- TPRI/Tejas Lee

### Grade 7

TEC, §28.006(c-1) requires each school district to administer at the beginning of the seventh grade a reading instrument adopted by the commissioner to each student whose performance on the grade 6 STAAR reading assessment did not demonstrate reading proficiency.

The commissioner has adopted the following:

- Istation's Indicators of Progress, Advanced Reading (ISIP-AR)
- Reading Analysis and Prescription System (RAPS 360)
- Texas Middle School Fluency Assessment (TMFSA)
- Woodcock Johnson III Diagnostic Reading Battery (WJ III DRB)

LEAs are required to use one of these reading diagnostic instruments. However, because of disruptions to the 2019-2020 school year and possible disruptions to the 2020-2021 school year resulting from COVID-19, districts may request a waiver in order to use another instrument approved by a local district board of trustees in order to best meet student needs in the 2020-2021 school year only.

A waiver of the requirement to use an adopted instrument will only be approved for <u>one year</u> and will not be waived in the 2021-2022 school year and beyond.

### Dyslexia Screening Posted May 28, 2020

School districts must meet the requirements of TEC §28.006 (required reading instruments) and §38.003 (screening for dyslexia), both of which deal, at least in part, with early screening for dyslexia. Note: the screening requirements have been conditionally waived for kindergartners during the 2019-20 school year (as further described in the *Special Education FAQ* on TEA's COVID-19 Support: Special Education web page).

The criteria in the Dyslexia Handbook for kindergarten and grade 1 screening instruments are designed to meet the requirements of both laws. Should a district wish to use a single instrument to meet the requirements of both TEC §28.006 and §38.003, the district may, but is not required to do so.

Districts must select dyslexia screening instrument(s) that measure the skills identified in the <u>Dyslexia Handbook–</u> 2018 Update (Figure 2.2, page 12).

There is not a specific list of screening instruments a district must select from to use when screening students for dyslexia.

Q Are LEAs still required to screen kindergarten students for Dyslexia for the 2019-2020 school year?

Please refer to the COVID19 Special Education Q&A on TEA's COVID-19 Support: Special Education web page.

Q How will LEAs code kindergarten and first grade dyslexia screening results in TSDS/ PEIMS for the 2019-2020 school year?

Please refer to the COVID19 Special Education Q&A on TEA's COVID-19 Support: Special Education web page.

### Waiver Guidance

A district may choose one of the following three options:

- (A) Request a waiver to use an alternate district-selected kindergarten reading instrument and an alternate district-selected seventh grade reading instrument
- (B) Request a waiver to use an alternate district-selected kindergarten reading instrument only
- (C) Request a waiver to use an alternate district-selected seventh grade reading instrument only

Follow the instructions below to complete a reading diagnostic instrument waiver request:

- 1. Please visit TEA's State Waivers webpage to access general information about the waiver process: https://tea.texas.gov/texas-schools/waivers/state-waivers
- 2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <a href="https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf">https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf</a>
- 3. Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "Other Waiver" to create and submit a request for waiver to use an alternate kindergarten or 7th grade reading instrument due to circumstances related to COVID-19.
- 4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
- 5. For the section titled "Waiver Description" please use this language:
  - A. "Waiver to use alternate K and 7th grade reading instruments due to COVID-19" if requesting a waiver of both requirements
  - B. "Waiver to use alternate kindergarten reading instrument due to COVID-19" if requesting a waiver of the kindergarten requirement only
  - C. "Waiver to use alternate 7th grade reading instrument due to COVID-19" if requesting a waiver of the seventh-grade requirement only
- 6. For "General Questions #1," please use this language:
  - A. "Waiver to use alternate K and 7th grade reading instruments due to COVID-19" to request a waiver of both requirements
  - B. "Waiver to use alternate kindergarten reading instrument due to COVID-19" to request a waiver of the kindergarten requirement only
  - C. "Waiver to use alternate 7th grade reading instrument due to COVID-19" to request a waiver of the seventh-grade requirement only
- 7. For "General Questions #2," please enter N/A
- 8. For "General Question #3," please use this language:
  - A. "TEC 28.006(c-1) and 28.006(c-2)" if requesting a waiver of both requirements
  - B. "TEC 28.006(c-2)" if requesting a waiver of kindergarten requirement only
  - C. "TEC 28.006(c-1)" if requesting a waiver of seventh-grade requirement only
- 9. For "General Question #4," please enter N/A
- 10. For "General Question #5," please enter N/A
- 11. For "General Question #6," please enter N/A
- 12. For "Requested Years," please select only "2020-2021"

- **13.** For "LEA Attachments," please include the board agenda from meeting in which the waiver application request was approved.
- 14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review** and Submit button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.



### Instructional Materials Inventory Requirement Waiver—April 28, 2020

(512) 463-9000

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- 1. Please visit TEA's webpage on State Waivers to access general information about the waiver process: <a href="https://tea.texas.gov/texas-schools/waivers/state-waivers">https://tea.texas.gov/texas-schools/waivers/state-waivers</a>
- 2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <a href="https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf">https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf</a>
- Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type
  "Other Waiver" to create and submit a request for waiver of the instructional materials
  inventory requirement due to circumstances related to COVID-19.
- 4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
- 5. For the section titled "Waiver Description" please use this language: "Waiver of the instructional materials inventory requirement due to COVID-19"
- 6. For "General Questions #1," please use this language: "Waiver of the instructional materials inventory requirement due to COVID-19"
- 7. For "General Questions #2," please enter N/A
- 8. For "General Question #3," please use this language:
  - "TEC 31.003 and TAC 66.107(a)"
- 9. For "General Question #4," please enter N/A
- 10. For "General Question #5," please enter N/A
- 11. For "General Question #6," please enter N/A
- 12. For "Requested Years," please select only "2019-2020"
- 13. For "LEA Attachments," please include the board agenda from meeting in which the waiver application request was approved.
- 14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review** and **Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.

### FABENS ISD BOARD OF TRUSTEES

### BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	EduGuide Online Social Emotional Support Program Matching Grant	Date Requested	06/10/2020
Requested By:	Dr. Veronica Vijil and Mr. Jorge Saenz	Approximate Time	5 - 10 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Mr. Jorge Saenz and EduGuide Personnel	Who Has Been Involved:	Dr. Vijil, Ms. Michele Gonzalez and Grades 4 – 12 Counselors
How Will It Benefit the District's Mission/Goals?	These are the district goals benefitted:  1. Provide a safe and orderly school climate, conducive to learning.  2. Student attendance rates reach 95.5% or higher for the district by 2021 and 97% by 2024 and graduation rates will reach 95% by 2024	How Will Request Be Financed?	As a match grant program, EduGuide will pay the majority of the cost of this program.
		Cost to District:	\$10,000 – \$12,000 from federal ESSA 289 funds

A national award-winning student support nonprofit founded in 2000

Funders Have Included











## **≫**EduGuide

## EduGuide is:

- **SEL Teaching Tool**
- Online, Interactive
- **Mentor Driven Model**

Core activities built on What Works Clearinghouse validated research to change academic behaviors.



### **CASEL 5 SEL Competencies**



### In addition to

- Growth Mindset
- Brain development
- Mindfulness
- Sleep Physiology



### **▼**EduGuide

# Aptitudes all students should have

A sense of purpose.

Can persist and achieve more.

Are socially aware and self manage.

Engage and develop relationships.



### **▶**EduGuide

## 

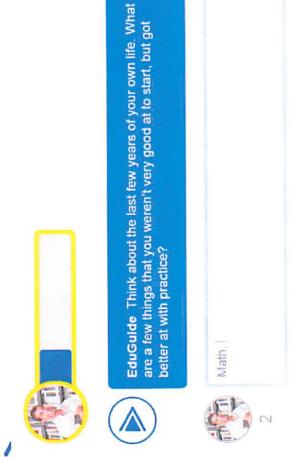
Receiving support is not enough
Empower students
Change dynamics
Change student habits



Self and Social Purpose
Proactive peer support
Grow leadership
Strengthens Community







**►**EduGuide







EduGuide Thinking about your own life, how would you like to be more like Derek?









Alex Gonzales I want to be able to keep going even if it seems

like it's stupid or I shouldn't or its too hard.







## EduGuide How would you like to be more like Derek's father?

Alex Gonzales I'd like to be a source of support for others in my life like my little brothers and sister so they can have that help when they think it's too hard to keep going.















## **▼**EduGuide



EduGuide In what ways would you like to be more like Derek's father?

like my little brothers and sister so they can have that help when they think it's too hard to keep going Alex Gonzales I'd like to be a source of support for others in my life

Ms. Robbins What could you tell them when they face a setback?

Alex Gonzales Keep trying, and if they get stuck just let me know and I'll help them.

















Ø All My Members Activities Most All Time

Total 🧼 5 👛 4





3

4





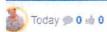








### ▶EduGuide Metrics: Student Mentoring ▼



0

( Olivia Daniels (0 new comments)

### Your Path to Growth &

Show 3 previous steps





EduGuide What do you think people admire about Derek Redmond in this video?

View all replies



Olivia Daniels As a fellow athlete I really admire Derek's determination to make sure he finishes his race. Many people would not do that and him continuing to go, even though it was slow, painful and long really made a statement about his character. 2 years ago do



Strate sumething



### Show 1 previous step

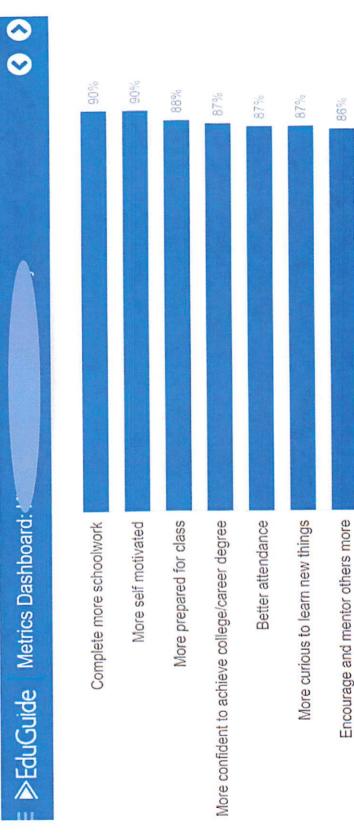


EduGuide In the video, what are 3 or more ways that learning something new is like building a path across a canyon? (You can re-watch the video to find them.) View all replies



Olivia Daniels Connections are formed when you learn something new. And, like a rope bridge, the connections become stronger the more you repeat that task. 8 days ago 🄞

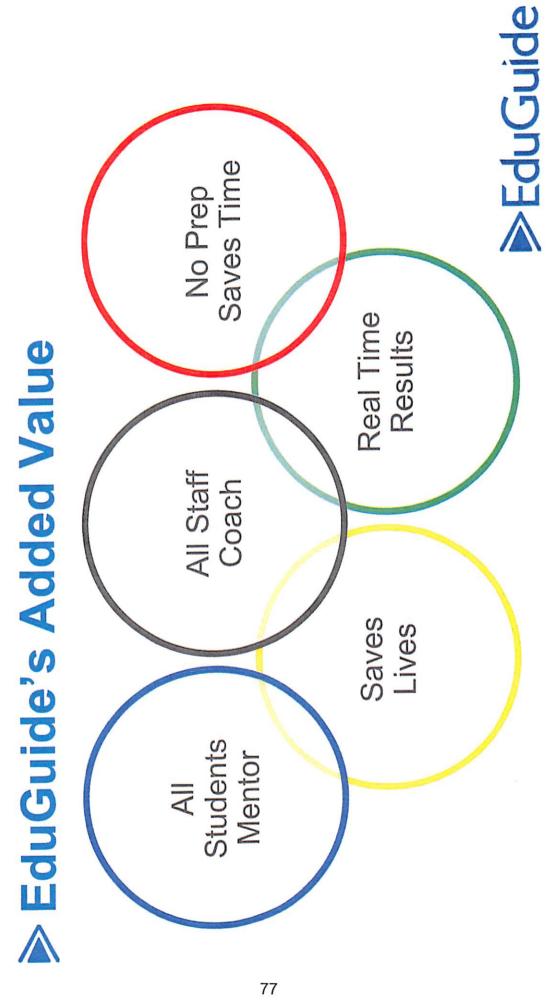
## Results Dashboard





84%

Enjoy learning more



# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD Roof	Date Requested	6/10/2020
	Update		
Requested By:	Dr. Vijil and	Approximate Time	10 Minutes
	Mr. Ruben Carrillo		
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating	Mr. Brad Draper and	Who Has Been	
In Presentation:	Mr. Ruben Carrillo	Involved:	
How Will It Benefit the		How Will Request Be	
District's		Financed?	
Mission/Goals?			
		Cost to District:	



#### Peak Advantage Guarantee

#### **Building Owner**

Fabens Independent School District Fabens TX 79838

#### **Building Name**

Fabens ISD Elementary School 1200 Mike Maros St.

Fabens, TX 79838

#### Approved Roofing Contractor

Daniels Roofing Inc. 7300 Dale Road

El Paso, TX 79915

Insulation Type

Guarantee Number: ANB111063788

Date of Completion: 12/17/2008

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years 20

No Dollar Limit

Total Squares: 1072

BUR

Coverage

The components of the Reofing System covered by this Guarantee are Membrane Spec, and Type : 4GIS

: RFB

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Accessories (Type and Quantity)

Those from Marville Controlled Components are related to below as the "Rooting Scoting" and AU, DETIER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE

Taken Marrelle\* preserves to the coupled disking those the form continuous with the Order of Completion. JM will pay for the assertable and labor required to promptly repair the Resolute System to return a total and entire and trained and the contract were and trained and effective or an anal of the computent materials of the Routing System, or worknowing deficiences in the application of the Routing System.

WHAT TO DO IT YOUR ROOF LEAKS.
If you should have a northead, please roles to directions on the inverse on

#### LIMITATIONS AND FM LUSIONS

LIMETATIONS AND EXCLUSIONS.

This Guarantee is not a maintenance agreement or an insurance policy; for close, contine inspections and maintenance are par Building Guarant. Technology of the policy of the discourant will confide the Guarantee Ten Guarantee and obligate JM to repair the Building System, to any part of the Reading System for Feels, resisting from 10, 00000 discourant milding in well footbed from the Reading System for Feels, resisting from 10, 00000 discourant milding in well footbed from the discourant affects of influence of lighting, closely had some configuration of milding from the discourant from th to damping substances and a color solvents or to damping conditions such as vertals, following by the horizon by the horizon at the Building substances in the Building substances and the building substances and the building substances to the Building substance mechanical, structure, or otherwise and whether resulting from Building instances, design defects or other enaces or opproper than age. (M) is not responsible for leaks and damage resulting from water contribution of the Building structure not a part of the Restring System.

flux Grammine becomes effective when (1) it is delivered to Owner and (2) all bills for installation, incremels, and services have been part in full to the Approved Rossing contractor and to IM. Hord that man, the Character sector in more mathas no offset

The Paties agree that any controvers or claims relating to this chorantee shall be tirst submitted to undustries under the Consamerina Irihany Adequation and Medigina Bules of the American Admiration Association (Regular Freek Procedures) as the parties are smally perce. No court or other indused shall have pursdiction until the mediation is completed

TO THE FULLEST EXTENT PERMOTED BY LAW, IM DISCLAIMS MY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF THE EXPESS WARRANTY CONTAINED IN THIS GUARANTEL.

THE EXCLUSIVE RESPONSIBILITY AND LIMBELTS OF IM UNDER THIS QUARANTEE IS TO MAKE REPAIRS SECENSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTHUT CONDITION ACCORDANCE WITH THE OBJECTATIONS OF IM UNDER THIS QUARANTEE.

AND ITS AFFILIATES WILL NOT BE MABLE FOR ANY INCIDENCE, OR CONSECUENTIAL DAMAGES TO THE MULLDING STRUCTURE (EPON WHICH THE RECEIPE SYSTEM IS AFFILIATED OR IT'S CONTENTS LOSS OF THAT OR PROFITS OR ANY INCOMPENSAGE IN AND ITS AFFILIATES SHALL NOT BE LEABLE FOR ANY DAMAGES WHITH ARE BASED I POS OF OLDGENCE BREACH OF WARRANTY, STRICT MABILITY OR ANY OTHER THEORY OF MABILITY OTHER THAT THE CACL SIVE MABILITY SET FORTH IN THIS GUARANTY.

So use of authorized to change, after, or anotify the provision of the Gorandez effectives the Manager, Greatering Survices Usin or inflored agreeate 2M a delete or inflored plate terms and conditions. For continuous continuous accordance is not constituted above and Budding Country is right because it are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained of the Budding Gorandez are not comproble. Then save or other trained in the substitute of the Budding Gorandez are not comproble. paid no later than 70 days after the date of Hodding overerality markler

in the exem IM pays for regain; which are required due to the zers or our cross of others. IM shall be subrocated to all rights of receivery of the Building Cross in the extent of the emount of the regards

Because JM dates not practice Empireming or Architecture, notice the isomore of this instance not any review of the Halldard's construction or impactions of not plans are the Badding's read dark by JM representatives shall constitute any warrants by JM of such plans, aperatications, and construction or in any way constitute an extension of the terms and constitutions of this Guerrance. Any roof insecurious are solely to the benefit of JM.

IM does not super one too, six responsible for a coaling contractor's work except to the extent stated herein, and profine contractors are not agents of JM.

\*KINNS MANY/ILLET MY TO a Deliware corporation with typonomial majoring addiess at P.O. Roy \$108, Deliver, Colorada \$6217-\$108

Fred Stephan

Vice President & General Manager

Rooting Systems Group

Attorney-in-Fact

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#### What To Do If Your Roof Leaks

- 3 Homeon Swap must notify 3M commute a September Unit (and helport immediator) upon discovery of the lene. and more event one, than 30 days after despoyery of the loak
- to associate to this upbille, M will charge in respect the flooling Gyalian, and
  - If the least and the responsibility of IM under this Guarantee (see Limitations and Explication), JIM will pake promot appropriate action to a grin the Ecophic system to a waterlight condition, or
  - if they make unit that the process that you like under this Consumers, across the Boulding Commonwhith a is necessary appeal for respectational terms, that the consistences assume the examinal coving within various a reasonable for a near the fooding evaluation of a constant assume or the college (variet of the expense, primitive makes such impair to the readers) system the constant respective of fooding the fooding of the fooding of the fooding of the makes the constant of the makes these remains in a pricely and reasonable (to be only valid any faither observation of the bride. this Guarantee he to the painteent and on of the Rooting System
- in the second to grow goody condition greats, which requires color-diate repair to avoid damage to the isologing er is controls, then Suitting Owner may make essential temporary repairs. JM will remourse Building Owner institutive report placers as that weath have been the responsibility of JM under the Calarabtee

#### Maintenance Program

in order to continue the coverage or this continue the following maintenance program must be

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- Distribution while for your recognism this is of increasing the consenties, to observe and subsequent logs of the
- tespect your roal at least semiannually. This is best done to the points after the roal has been exposed to the harsh water conditions, and in the half after a long hot summer. It is also a good idea to examine the regular damage after severe weather currillions such as halstoans, heavy came, high wards, etc.
- Seaso these types of each typically have allow slope they are pasity examined. However, care must be taken

- Remove any deline second-section is and care bounder with make electric take accomplete
- Uses, gottee, sown apouls, makes and the renouncing meas. Nice contain they allow water to how off the
- Exercise as major tractions, and variety. It is a new damage and may have onen caused by wind at halfie as the cust and cable center they are seek success and enaled. Any tramaged, loose, or poppy socied etagoras, past he repaids by an Approved Rocking Contractor
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- Expense the case of the recovery Mind on only international infloror steam. Materials that have been littled by the result of a percentifying or as proving a subject of the percentified of the percentified or as proving a subject of the percentified of the percentif
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- If you place emphasizing currently as calls the audit edvise them to be careful Diopped tools heavy groups out his kind durings the measurance they all such type to the regi
- Do not allow veryion personnel to intoke an increation with tim roof. These are to up made unity by all Approved

as the region optic material and in transcence scotter, retrained under the internal layed the state of Colerado cations, expect to according of according to unusual formatty or unusual transitions of any processors become that not affect the country resolution or builty of any other consecutive of writes shall remain in trial for ellerance.

#### Guarantee Services Unit

asses transite. Superinted Services Unit 1997, 9 (Vers. J.W. Ave. ), illeton, CO 69127 (absporting adoress) Livins (Parriage Granding Javana, Unit 1-11 Per 673604), attenun LC 80162 6006 (mading address)

#### Guarantee Services Number



#### Peak Advantage Guarantee

#### **Building Owner**

Fabens Independent School District

Fabens, TX 79838

#### **Building Name**

Fabens Multipurpose Facility

821 NE G. Ave.

Fabens, TX 79838

#### Approved Roofing Contractor

Daniels Roofing Inc.

El Paso, TX 79915

7300 Dale Road

Guarantee Number: ANM111058406

Date of Completion: 3/17/2008

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years 20

No Dollar Limit

#### Coverage

The components of the Roofing System covered by this Guarantee are.

Total Squares: 42

Membrane Spec, and Type : 3FID

Insulation Type : NRG3 .NRG3 ,RFB

Accessories (Type and Quantity)

Johns Manville Granastreet components are referred to below as the "Rossling System" and ALL OTHER COMPONENTS OF THE OWNER'S DUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE.

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Johns Marville" guarantees to the cognial Building Owner that during the Texix commencing with the Date of Completion. IM will pay for the materials and labor required to promotly repair the Roofing System to return it to a waterfight condition if leaks occur due to inditiony went and teat, or deficiencies in any or all of the component materials of the Roofing System, or workmanship deficiences in the application of the Roofing System

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof lenk please refer to directions on the reverse side

LIMITATIONS AND EXCLUSIONS

HMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, tout me inspections and maintenance are the Boolding Owner's responsibility (see reverse, side of this document). Enline to follow the Maintenance Program on the reverse side of this document will varie the Guarantee. This Guarantee does not obligate INI to repair the Roofing System, or any gast of the Roofing System, for leaks resulting from (a neutral circusters including but not limited to the direct or indirect effect of lightning, flood, and tours, exampleste, formalise, flooring System or any gast of the Roofing System or indirect or in

This Guarantee becomes effective when (1) it is delivered to Owner, and (2) all bills for installation, materiels, and services have been paid in full to the Approved Roolling contraction and to JM. Until the time, this Containtee is not in force and first as effect.

The Patters agree that any controversy of Chems relating to this Guadance shall be first submitted to medication under the Construction Industry Arbunanon and Mediction Rules of the American Additionary Association (Regular Track Procedures) or to such other medication arrangement as the parties minutally agree. No court or other tribunal shall have

TO THE FULLEST EXTEST PERMITTED BY LAW, JM DISCLAMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF JM. UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE ROOFING SYSTEM IN A WATERTIGHT CONDITION IN ACCORDANCE WITH THE OBLIGATIONS OF JM UNDER THIS GUARANTEE.

IM AND ITS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL GR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROGFING SYSTEM IS AFFIXED) OR IT'S CONTENTS, LOSS OF TIME OR PROFITS OR ANY INCONVENIENCE. IM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE HAMED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABLETY OR ANY OTHER THEORY OF LIABLETY OF HER THAN THE EXCLUSIVE LIABLETY SETFORD IN THIS GUARANTEE.

No one is authorized to change, after, or modify the provision of this four ance other than the Moraner, Courantee Services Unit or authorized delegate. JM's delay or failure in enforcing the terms and conditions contained in this Guarantee shari not operate as a waiver of each terms and conditions. This Container is solely for the benefit of the Building Owner identified above and Building Owner, hights between eet as a guarantee. Upon rate or other transfer of the Building, Building Owner may request transfer of this Guarantee to the new aware, and IM may transfer this Garantee, in its sole discretion only after receiving satisfactory information and payment of a transfer fee, which must be paid no later than 30 days after the date of Building ownered in master

leather event JM pays for repeats which are required due to the pats or omissions of others. JM soil be subrogated to all rights of recovery of the Building Owner to the execut of the

Because IM does not practice Engineering or Architecture, neither the resource of this Contactor nor any review of the Building's construction or inspection of roof plans (of the Building's roof desk) by IM representatives shall constitute any warrants by IM of such plans, specifications, and construction or in any way constitute an extension of the ferms and conditions of this Guarantee. Any roof inspections are artely for the benefit of IM.

rations and an additional and a contract of the contract of th

IM goest pur supervise not is at responsible for a configuration of which except to the civil disconficient, and reofing contractors are not against of JM

KHENS MANVILLE ("IM") is a Delaware commuton with its principal in a ling address at P.O. Box. \$188, Denver. Coloredo 30217-3108.

Fred Stephan Title

Vice President & General Manager Roofing Systems Group

Attorney-in-Fact



#### What To Do If Your Roof Leaks

- Stallding Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than 30 days after discovery of the leak.
- in response to this notice, JM will arrange to inspect the Reging System, and (i) if the leave are the responsibility of JM under this Guarantee (see Limitations and Exclusions), JM will take prompt appropriate action to return the Roofing system to a waterlight condition, or
  - If the leaks are not the responsibility of JM under this Guarantee, advise the Building Owner within a reasonable time of the minimum repairs that JM belloves are required to return the Roofing System. to a waterfight condition. If the building Owner, at his expense, promptly makes such repairs to the Rooling System this Guarantee will remain in effect for the unexpired portion of its Term, Failure to make these repairs in a finitely and reasonable fashion will void any further obligation of JM under this Guarantee as to the damaged portion of the Roofing System.
- In the event an energency condition exists which requires immediate repair to avoid damage to the Building or the contents, then Building Owner may make essential temporary repairs. JM will reimburse Building Owner for those repair expenses that would have been the responsibility of JM under the Guarantee.

#### Maintenance Program

In order to continue the coverage of this Guarantee the following maintenance program must be implemented.

There are a number of items not covered by this Guarantee that are the responsibility of the owner, in order to ensure that your new roof will continue to perform its function, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this roof, including this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the roof.
- Inspect your roof at least semiannually. This is best done in the Spring, after the roof has been exposed to the transh winter conditions, and, in the Fall after a long hot summer. It is also a good idea to examine the roof for damage after severe weather conditions such as hallstorms, heavy rains, high winds, etc.
- Since these types of roofs typically have a low slope they are easily examined. However, care must be taken to prevent falling accidents.

#### When checking the roof:

- Remove any debns such as leaves, small branches, dirt, rocks, etc. that have accumulated
- Clean gutters, down spouts, drains and the surrounding areas. Make certain they allow water to flow off the roof. Positive dramage is essential
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the roof, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by an Approved Roofing Contractor.
- Examine the areas that abut the roof. Damaged masonry, poorly mounted counterflashing, loose caulking. bad mortar joints, and any toose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the roof. Wing damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by an Approved Roofing Contractor
- Examine any root top equipment such as air conditioners, evaporative coolers, antennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the roof
- Check the building exterior for satisfament or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your cooling system.
- Examine protective coatings, any cracked, flaking, or blistered areas must be recoated.

#### Protecting your investment:

- Avoid unnecessary roof top traffic,
- If you allow equipment servicemen to go onto the roof, advise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the roof.
- Do not allow service personnel to make penetrations into the roof, these are to be made only by an Approved

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles, Invalidity or unenforceability of any provisions herein shall no: affect the validity or unforceastility of any other provision which shall remain in full force and effect

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America

#### Guarantee Services Unit

Johns Marwille, Guarantee Services Unit, 10100 West Ute Ave., Littleton, CO 80127 (shipping address) Johns Manville, Guarantee Services Unit, P.O. Box 625001, Littleton, CO 80162-5005 (mailing address)

#### Guarantee Services Number

(600) 922-5922 E-mail: gsc@jm com www.jm.com/roofing



#### Peak Advantage Guarantee

#### **Building Owner**

Fabens Independent School District Fabens, TX 79838

#### **Building Name**

Fabens LS.D. Science and Library Wing Additions 601 NE G Avenue Fabens, TX 79838

#### Approved Roofing Contractor

Daniels Roofing Inc. 7300 Dale Road

El Paso, TX 79915

Guarantee Number: ANB111074852

Date of Completion: 1/15/2010

Terms & Maximum Monetary Obligation to Maintain a Watertight Roofing System.

Years 20

No Dollar Limit

The components of the Roofing System covered by this Guarantee are:

: 4GIS, 4GIS

la participa de la participa d

Total Squares: 94

RUR

Membrane Spec, and Type Insulation Type

: NRG3 ,None ,RFB

NRG3.

Accessories (Type and Quantity)

these Johns Manyille Generateed components are referred to below as the "Roofing System" and ALL OTHER COMPONENTS OF THE OWNER'S BUILDING ARE EXCLUDED FROM THE TERMS OF THIS GUARANTEE

Johns Masville" guarantees to the original Building Owers that during the Leris commencing with the Date of Completion, JM will pay for the internals and labor required to promptly report the Reading System to retorn it to a waterredic condition of lerks need due to ordinary went and lear, or delicenties in ray or all of the compound inserted, of the Reading System, or waterreship deficiencies in the application of the Reading System.

WHAT TO DO IF YOUR ROOF LEAKS

If you should have a roof lest please refer to directions on the reverse side

LIMITATIONS AND EXCLUSIONS

This Guarantee is not a maintenance agreement or an insurance policy; therefore, testing respections and maintenance are the Beilding Owner's respectability (see revise olds of this document). Failure to believe to believe the Maintenance Program on the reverse olds of this document will visible Computer. This Committee out obligate MM in report the Roofing System, or any part of the Roofing System, for leads reading from the insurance of the direct to indirect or indirect effect of Difference, though had form, parthypake, tomados, humanest to safety extraordinary material extremely and or wind speeds in excess of 22 miles pay hour. (B) minute, above or negligance, (c) insulations or more than those involving the component magnetial expressly defined above as the Roofing System or exposure of the Roofing System components to damagnes instruces such as not or solvents or to damagnes conditions such as vernin, (d) changes to the Roofing System or the Building's usage that are not prospected in writing by JM, or (e) feature of the Building substance (mechanical, structural, or otherwise and whether resulting from Building movement, design defects or either cancest or improper durange. (M) is not responsible for leaks and damage resulting from water entry, from any portion of the Building atmentive not a part of the Roofing System.

This Guarantee becomes effective when (1) it is delivered to Owner, and (2) all tidls for mitallianon, materials, and services have been paid in full to the Approved Roufing contracts; and to JM. Urtil that time, this Guarantee is not in force and has no effect.

The Patties agree that any controversy or slatus relating to this Guarantee shall be first submetted to reclication under the Construction ladarity Arbitration and Mediation Roles of the American Arbitration Association (Regular Track Procedures) or to such other mediation paragraphs as the purios tratually agree. No court or other inflamini shall have terretering and the mediation is completed

TO THE PULLUST EXTENT PERMETTED BY LAW. BAI DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND LIMITS SUCH WARRANTY TO THE DURATION AND TO THE EXTENT OF THE EXPRESS WARRANTY CONTAINED IN THIS GUARANTEE

THE EXCLUSIVE RESPONSIBILITY AND LIABILITY OF IM UNDER THIS GUARANTEE IS TO MAKE REPAIRS NECESSARY TO MAINTAIN THE PROPRING SYSTEM IN A WATERTIGHT CONDITIONIN ACCORDANCE WITH THE OPLIGATIONS OF IM UNDER THIS GUARANTEE.

IM AND HS AFFILIATES WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE BUILDING STRUCTURE (UPON WHICH THE ROOFING SYSTEM IS AFFIXED) OR IT'S CONTENTS, LOSS OF TIME OR PROFITS OR ANY PACONVENIENCE. IM AND ITS AFFILIATES SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON REGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OF ANY OTHER THEORY OF CLABILITY OFHER THAN THE CYCLUSIVE LIABILITY SET FORTH IN THIS GUARANTEE.

No one is authorized to change, after, or modify the provision of this Overantee other than the Manager, Guarantee Services Unit or indicated delegate. PM's delay or findate to enforcing the terms and conditions contained in the Guarantee shall not operate as a waiver of such terms and conditions. This Guarantee is solely for the terms of our Building. Owner is ighte foreunder are not assignable. Upon side or other transfer of the Building. Owner may request number of this Guarantee, or case of other new covers, and DM may transfer this Guarantee, or easily discretion only after receiving unfortained and payment of a transfer for which must be paid no later their 30 days after the date of Building ownership tratafer

In the event JM pays for report which are required due to the seas or omessions of others, JM, shall be subrogated to all rights of recovery of the Building Owner to the extent of the

Because JM does not practice Engineering or Architecture, neither the isosance of this Ganzadee not my review of the Building's construction or inspection of roof phase (or the Building's tool deck) by JM representatives shall constitute any warranty by JM of such phase, operations, and constitute or in any way constitute an extension of the series and constitute of this Ganzanee. Any roof inspections are solely for the benefit of JM.

IM slose not supervise not is it responsible for a wofting contractor's work except to the extent stated berein, and moting contractors are not agents of PM.

\*BHOS MANVILLE ("IM") is a Delaware corporation with us principal mailing address at P.O. Box 5108, Denver, Colorado 80217-5108.

Title Vice President & General Manager

Roofing Systems Group

Randy hills

- 1. Building Owner must notify JM Guarantee Services Unit (see below) immediately upon discovery of the leak and in no event later than 30 days after discovery of the leak.
- In response to this notice, JM will arrange to inspect the Roofing System, and
  (i) If the leaks are the responsibility of JM under this Guarantee (see Limitations and Exclusions), JM will take prompt appropriate action to return the Roofing system to a waterlight condition, or
  - if the leaks are not the responsibility of JM under this Guarantee, advise the Building Owner within a (ü) reasonable line of the minimum repairs that JM believes are required to return the Rooting System to a waterlight condition. If the building Owner, at his expense, promptly makes such repairs to the Rouling System this Guarantee will remain in effect for the unexpired portion of its Term. Failure to make these repairs in a timely and reasonable fastion will void any further obligation of JM under this Guarantee as to the damaged portion of the Reofing System.
- 3. In the event an emergency condition exists which requires immediate repair to avoid damage to the Building or its contents, then Building Owner may make essential temporary repairs. JM will remiburse Building Owner for those repair exponses that would have been the responsibility of JM under the Guarantee.

#### **Maintenance Program**

In order to continue the coverage of this Guarantee the following maintenance program must be

There are a number of items not covered by this Guarantee that are the responsibility of the owner, in order to ensure that your new root will continue to perform its function, you must examine and maintain these items on a regular basis:

- Maintain a file for your records on this roof, including this Guarantee, invoices, and subsequent logs of all inspections performed and repairs that are made to the roof.
- Inspect your roof at least semiannually. This is nest done in the Spring, effer the roof has been exposed to the harsh winter conditions, and, in the Fall alter a long hot summer. It is also a good idea to examine the roof for damage after severe weather conditions such as hallstorms, heavy reins, high winds, etc.
- Since these types of rouls typically have a low stope they are easily examined. However, care must be taken to prevent failing accidents.

#### When checking the roof:

- Remove any debrie such as leaves, small branches, din, rocks, etc. that have accumulated.
- Clean gutters, down spouls, drains and the surrounding areas. Make certain they allow water to flow off the roof. Positive drainage is essential.
- Examine all metal flashings and valleys for rust and damage that may have been caused by wind or traffic on the roof, and make certain they are well attached and sealed. Any damaged, loose, or poorly sealed materials must be repaired by an Approved Roofing Contractor.
- Examine the areas that abut the roof. Damaged masonry, poorly mounted counterflashing, loose caulking, bad morter joints, and any toose stone or tile coping can appear to be a membrane leak. Have these items repaired if found to be defective.
- Examine the edges of the root. Wind damage often occurs in these areas. Materials that have been lifted by the wind need to be corrected by an Approved Roofing Contractor.
- Examine any roof top equipment such as air conditioners, evaporative coolers, aniennas, etc. Make certain they do not move excessively or cause a roof problem by leaking materials onto the roof.
- Check the building exterior for cettlement or movement. Structural movement can cause cracks and other problems which in turn may lead to leaks in your roofing system.
- Examine protective coalings; any cracked, flaking, or bilistered areas must be recoaled.

#### Protecting your investment:

- Avoid unnecessary roof top traffic.
- If you allow equipment servicemen to go onto the roof, edvise them to be careful. Dropped tools, heavy equipment, etc. can damage the membrane. Log all such trips to the roof.
- Do not allow service personnel to make penetrations into the roof, these are to be made only by an Approved Roofing Contractor.

All the terms and conditions of this Guarantee shall be construed under the internal law of the state of Colorado without regard to its conflicts of law principles, invalidity or unenforceability of any provisions herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

This form is not to be copied or reproduced in any manner. This Guarantee is valid only in the United States of America

#### Guarantee Services Unit

Johns Manville, Guarantee Services Unit, 10109 West Ute Ave., Littleton, CO 80127 (shipping address) Johns Manville, Guarantite Services Unit. P.O. Box 625001. Littleton, CO 80162-5005 (mailing address)

**Guarantee Services Number** (800) 922-5922 E-mail; gsu@jm.com

www.jm.com/roofing

### CARLISLE GOLDEN SEAL TOTAL ROOFING SYSTEM WARRANT

SERIAL NO. 10155211

907

DATE OF ISSUE: October 24, 2017

BUILDING OWNER:

**FABENS ISD** 

NAME OF BUILDING:

FABENS HVAC AND ROOFING IMPROVEMENTS

BUILDING ADDRESS:

821 NE, G AVENUE, FABENS, TX

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM: 09/14/2017

DATE OF ACCEPTANCE BY CARLISLE: 10/24/2017

CMD1226839

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal\*\*Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of 30 years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 30.5 years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

#### TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlisle's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner.
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.

This warranty shall not be applicable if, upon Carliale's inspection, Carlisle determines that any of the following has occurred:

- The Carlisle Total Reofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of fifty-five mph or higher measured at 10 meters above ground; or
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects, or:

The Carlisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.

- Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
- Acids, oils, harmful chemicals and the like come in contact with the Cartisle Total Roofing System and cause a leak, or otherwise damage the Cartisle Total Roofing System.
- (f) The Carliste Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture. This Warranty shall be null and void if any of the following shall occur:

- rearrantly shall be not and you is any or the reasonable count.

  If, after installation of the Cartisle Total Roofing System by a Cartisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not firmted to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Cartisle; or Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Cartisle's Care & Maintenance Information sheet which
- Only Carlisle brand insulation products are covered by this warranty. Carlisle specifically disclaims fability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation 5

During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours.

Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.

Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.

- Carliste shall not be responsible for the cleanliness or discoloration of the Carliste Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological
- Carlisle shall have no Eablity under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, furnes, molds, fungi, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Carlisle representative.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE CARLISLE TOTAL ROOFING SYSTEM OR ITS COMPONENTS, THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. CARLISLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW.

BY: Robert H. McNeill

**AUTHORIZED SIGNATURE** 

TITLE: Vice President, Technical and Warranty Services This Warranty Expires:

October 23, 2047

KWY WAS

P.O. Bux 7000 Cardste, PA 17013 Phone, 800,233,0551 Fax: 717,745,7121 www.cartistesynter.com

WA-F0001 (1/15)

### CARLISLE OLDEN SEAL TOTAL ROOFING SYSTEM WARRANTY

SERIAL NO. 10154468 REV.01

907

DATE OF ISSUE: October 13, 2017

BUILDING OWNER: **FABENS ISD** NAME OF BUILDING: WILDCAT DEN

601 NE "G" AVE. BUILDING "D", FABENS, TX BUILDING ADDRESS:

DATE OF COMPLETION OF THE CARLISLE TOTAL ROOFING SYSTEM: 01/24/2017 (EB Warranty) DATE OF ACCEPTANCE BY CARLISLE: 10/13/2017

CMD1209148

Carlisle Roofing Systems, Inc., (Carlisle) warrants to the Building Owner (Owner) of the above described building, that; subject to the terms, conditions, and limitations stated in this warranty, Carlisle will repair any leak in the Carlisle Golden Seal\*\*Total Roofing System (Carlisle Total Roofing System) installed by a Carlisle Authorized Roofing applicator for a period of 30 years commencing with the date of Carlisle's acceptance of the Carlisle Total Roofing System installation. However, in no event shall Carlisle's obligations extend beyond 30.5 years subsequent to the date of substantial completion of the Carlisle Total Roofing System. See below for exact date of warranty expiration.

The Carlisle Total Roofing System is defined as the following Carlisle brand materials: Membrane, Flashings, Adhesives and Sealants, Insulation, Cover Boards, Fasteners, Fastener Plates, Fastening Bars, Metal Work, Insulation Adhesives, and any other Carlisle brand products utilized in this installation.

#### TERMS, CONDITIONS, LIMITATIONS

- Owner shall provide Carlisle with written notice via letter, fax or email within thirty (30) days of the discovery of any leak in the Carlisle Total Roofing System. Owner should send written notice of a leak to Carlislo's Warranty Services Department at the address set forth at the bottom of this warranty. By so notifying Carlisle, the Owner authorizes Carlisle or its designee to investigate the cause of the leak. Should the investigation reveal the cause of the leak to be outside the scope of this Warranty, investigation and repair costs for this service shall be paid by the Owner
- If, upon inspection, Carlisle determines that the leak is caused by a defect in the Carlisle Total Roofing System's materials, or workmanship of the Carlisle Authorized Roofing Applicator in installing the same, Owner's remedies and Carlisle's liability shall be limited to Carlisle's repair of the leak.

  This warranty shall not be applicable if, upon Carlisle's inspection, Carlisle determines that any of the following has occurred.
- - The Carlisle Total Roofing System is damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, earthquake, tomado, hail, humcanes, and winds of (3 second) (a) peak gust speeds of fifty-five mph or higher measured at 10 meters above ground; or
  - Loss of integrity of the building envelope and, or structure including, but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof
  - damage by wind-blown objects, or:
    The Cartisle Total Roofing System is damaged by any intentional or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like.
  - Deterioration or failure of building components, including, but not limited to, the roof substrate, walls, mortar, HVAC units, non-Carlisle brand metal work, etc., occurs and causes a leak, or otherwise damages the Carlisle Total Roofing System; or
  - Acids, oils, harmful chemicals and the like come in contact with the Carlisle Total Roofing System and cause a leak, or otherwise damage the Carlisle Total Roofing System. The Cartisle Total Roofing System encounters leaks or is otherwise damaged by condensation resulting from any condition within the building that may generate moisture.
  - - This Warranty shall be null and void if any of the following shall occur:

      (a) If, after installation of the Carlisle Total Roofing System by a Carlisle Authorized Roofing Applicator there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof without first obtaining written authorization from Carlislo; or
  - Failure by the Owner to use reasonable care in maintaining the roof, said maintenance to include, but not be limited to, those items listed on Carlisle's Care & Maintenance Information sheet which
- Only Carlisle brand insulation products are covered by this warranty, Carlisle specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Carlisle brand insulation 5. products
- During the term of this Warranty, Carlisle shall have free access to the roof during regular business hours,
- Carlisle shall have no obligation under this Warranty while any bills for installation, supplies, service, and warranty charges have not been paid in full to the Carlisle Authorized Roofing Applicator, Carlisle, or material suppliers.
- Carlisle's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision. 8
- Carlisle shall not be responsible for the cleanliness or discoloration of the Carlisle Total Roofing System caused by environmental conditions including, but not limited to, dirt, pollutants, or biological
- Carliste shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, 10 to the presence of any irritants, contaminants, vapors, fumes, molds, fungl, bacteria, spores, mycotoxins, or the like in the building or in the air, land, or water serving the building.
- This warranty shall be transferable upon a change in ownership of the building when the owner has completed certain procedures including a transfer fee and an inspection of the Roofing System by a Cartisle representative.

CARLISLE DOES NOT WARRANT PRODUCTS UTILIZED IN THIS INSTALLATION WHICH IT HAS NOT FURNISHED; AND SPECIFICALLY DISCLAIMS LIABILITY, UNDER ANY THEORY OF LAW, ARISING OUT OF THE INSTALLATION AND PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY CARLISLE OR THE PRIOR EXISTING ROOFING MATERIAL OVER WHICH THE CARLISLE ROOFING SYSTEM HAS BEEN INSTALLED

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BY: Robert H. McNeill

**AUTHORIZED SIGNATURE** 

TITLE: Vice President, Technical and Warranty Services July 23, 2047 This Warranty Expires:

P.O. Box 7000 Carliste, PA 17013 Phone: 800.233.0561 Fax: 717.245.7121 www.carlistesyntec.com

KM MADE

WA-F0001 (1/15)



#### Texas Political Subdivision Fabens Independent School District Multiple Locations, Fabens, Texas 79838

	Matched Locations -	UBS Re	fere	nce			12-11		
1 - Fabens High School Description	Quantity	Unit		Cost		Total		Dep	ACV
Roof	18,357.99	SF	\$	2.80	\$	51,402.37	\$	17,990.83	\$ 33,411.54
Aluminum Coating Mechanical	10,557.55	31	Y	2.00	7	31,102.37	*	21,500.00	
Comb HVAC coils	67.00	HR	\$	95.00	\$	6,365.00	\$	-	\$ 6,365.00
					\$	57,767.37			\$ 39,776.54
3 - Fabens High School Portable #1									
Exterior									
South	1.00	EA	\$	46.00	\$	46.00	\$	25.30	\$ 20.70
Window screen	1.00	EA	<del>-</del>	40.00	Ś	46.00	7	23.30	\$ 20.70
7 - Fabens High School Portable #2									
Roof Electomoris Coating	1,438.78	SF	\$	4.50	\$	6,474.51	\$	2,589.80	\$ 3,884.71
Elastomeric Coating	2,10011				\$	6,474.51			\$ 3,884.71
8 - Fabens High School Portable #3									
Roof Elastomeric Coating	1,438.78	SF	\$	4.50	\$	6,474.51	\$	2,589.80	\$ 3,884.71
					\$	6,474.51			\$ 3,884.71
4 - Fabens High School Portable #4 Roof									
Elastomeric Coating	1,440.00	SF	\$	4.50	\$	6,480.00	\$	2,592.00	\$ 3,888.00
					\$	6,480.00			\$ 3,888.00
6 - Fabens High School Portable #6									
Exterior									
East	3.00	EA	\$	46.00	\$	138.00	Ś	75.90	\$ 62.10
Window screen	3.00				\$	138.00			\$ 62.10
13 - Print Shop Building									
Mechanical Comb HVAC coils	1.00	HR	\$	95.00	\$	95.00	\$	-	\$ 95.00
COMD TIVAC COMS					\$	95.00			\$ 95.00
17 - Dressing Room									
Exterior East									
Comb HVAC coils	1.00	HR	\$	95.00	\$	95.00	\$	-	\$ 95.00
South	1.00	HR	\$	95.00	\$	95.00	Ś	-	\$ 95.00
Comb HVAC coils	1.00	1111	٠,	23.00	\$	190.00			\$ 190.00



#### Texas Political Subdivision Fabens Independent School District Multiple Locations, Fabens, Texas 79838

22 - Odonneil Intermediate										
Roof	8,276.42	SF	\$	4.50	\$	37,243.89	\$	16,759.75	\$	20,484.14
Elastomeric Coating  Exterior	0,270.42	٠.	•	4.50	•	57 <b>,</b> 515155	•		•	
South										
Aluminum window bead	480.00	LF	\$	1.19	\$	571.20	\$	342.72	<u>\$</u>	228.48
					\$	37,815.09			\$	20,712.62
23 - Odonnell Intermediate Cafeteria										
Roof										
Aluminum Coating	5,920.00	SF	\$	2.80	\$	16,576.00	\$	5,801.60	\$	10,774.40
		_			\$	16,576.00			\$	10,774.40
33 - Gamut Clinic										
Mechanical Comb HVAC coils	1.00	HR	\$	95.00	\$	95.00	Ś	•	\$	95.00
COMD HVAC CORS					Š	95.00	<u></u>	<del></del>	Š	95.00
					•				•	
43 - Multipurpose Buildings - Field House										
Roof										
Aluminum Coating	1,155.08	SF	\$	2.80	\$	•	\$	1,778.82	\$	1,455.40
Elastomeric Coating	1,901.18	SF	\$	4.50	\$	8,555.31	\$	4,277.66	\$	4,277.66
					\$	11,789.53			\$	5,733.06
44 Annous										
44 - Annex Roof										
Aluminum Coating	4,974.94	SF	\$	2.80	\$	13,929.83	\$	7,661.41	\$	6,268.42
					\$	13,929.83			\$	6,268.42
45 - Annex Boiler House										
Roof Aluminum Coating	297.39	SF	\$	2.80	\$	832.69	\$	457.98	Ś	374.71
Aldminiani Coatrig					Š	832.69			\$	374.71
					•					
48 - Junior High School (Fabens Middle School on sign)										
Roof									_	
Aluminum Coating	93,903.09	SF	\$	2.80	\$	262,928.65	\$	92,025.03	\$	170,903.62
<u>Mechanical</u>	22.00			05.00		2 425 00	4		Ś	2 125 00
Comb HVAC coils	33.00	HR	\$	95.00	<u>\$</u>	3,135.00	\$		<del>-}</del> -	3,135.00
					\$	266,063.65			<b>&gt;</b>	174,038.62



#### Texas Political Subdivision Fabens independent School District Multiple Locations, Fabens, Texas 79838

S5 - Fabens Elementary										
Roof	100,344.87	SF	\$	2.80	\$	280,965.64	\$	126,434.54	\$	154,531.10
Aluminum Coating Mechanical	200,0 7	-	•		•		•	•		•
Comb HVAC coils	121.00	HR	\$	95.00	\$	11,495.00	\$	-	\$	11,495.00
Aluminum duct wrap minumum charge	1.00	EA	\$	450.00	\$	450.00	\$	180.00	\$	270.00
Exterior										
East										
Window screen	1.00	EA	\$	46.00	\$	46.00	\$	25.30	\$	20.70
					\$	292,956.64			\$	166,316.80
58 - Fine Arts Facility										
Mechanical										
Comb HVAC coils	4.00	HR	\$	95.00	\$	380.00	\$	400.00	\$	380.00
Aluminum duct wrap minumum charge	1.00	EA	\$	450.00	\$	450.00	\$	180.00	\$	270.00
					\$	830.00			\$	650.00
59 - Central Library/ Media Center										
Roof										
Elastomeric Coating	8,907.43	SF	\$	4.50	\$	40,083.44	\$	20,041.72	\$	20,041.72
<u>Mechanical</u>				05.00		200.00			ė	380.00
Comb HVAC coils	4.00	HR	\$	95.00	\$	380.00	\$_	<del>-</del> _	\$	
					\$	40,463.44			>	20,421.72
61 - Womens Club Building										
Roof	5,618.13	SF	\$	4.50	\$	25,281.59	\$	11,376.71	\$	13,904.87
Elastomeric Coating	3,016.13	Jr		4.30	<del>-</del> \$	25,281.59	<u> </u>	11,570.72	ŧ	13,904.87
					*	23,202.33			•	20,00
62 - Administration										
Roof	835.19	SF	\$	2.80	\$	2,338.53	4	1,052.34	\$	1,286.19
Aluminum Coating	655.19	<u> </u>		2.60	<del>- </del>	2,338.53	<u> </u>	1,032.34	₹	1,286.19
					Ą	£,330.J3			•	2,200.23
65 - Technology Department										
Roof	6,405.53	SF	\$	2.80	\$	17,935.48	\$	10,761.29	\$	7,174.19
Aluminum Coating	0,403.33	JI	Ą	2.00	7	17,555.46	~	10,701.25	•	,,
Mechanical Comb HVAC coil	1.00	HR	Ś	95.00	\$	95.00	Ś	-	\$	95.00
COMB HAAC COM					\$	18,030.48	<u>.</u> _		\$	7,269.19
67 - Ben Madrid Maintenance Building										
Roof										
Aluminum Coating	13,966.47	SF	\$	2.80	\$	39,106.12	\$	27,374.28	\$	11,731.83
Elastomeric Coating	3,509.00	SF	\$			15,790.50				4,737.15
Mechanical	•		-							
Comb HVAC coil	1.00	HR	\$	95.00		95.00		-	\$	95.00
					\$	54,991.62			\$	16,563.98



#### Texas Political Subdivision Fabens Independent School District Multiple Locations, Fabens, Texas 79838

77 - Records Room										
Roof	2,263.18	SF	\$	2.80	\$	6,336.90	\$	3,802.14	\$	2,534.76
Aluminum Coating	2,200				\$	6,336.90			\$	2,534.76
80 - Fabens Wildcat Den										
Mechanical	3.00	HR	\$	95.00	\$	285.00	\$	99.75	\$	185.25
Comb HVAC coil	3.00				\$	285.00			\$	185.25
	matched Locations	- UBS	Refer	ence	1.50					
C - Odonnell portable 3	materieu Esculis									
Mechanical										
Comb HVAC coil	1.00	HR	\$	95.00	\$	95.00	\$	-	\$	95.00
					\$	95.00			\$	95.00
F - Cotton Valley Early College Multi-Purpose Building										
Roof	2 674 02	cc	ć	2.80	ė	10,281.38	ć	4,626.62	\$	5,654.76
Aluminum coating	3,671.92	SF	\$	2.80	\$	10,281.38	2	4,020.02	\$	5,654.76
					>	10,281.38			Þ	3,034.70
G - Cotton Valley Early College Building 1										
Mechanical										247.50
Aluminum duct wrap minumum charge	1.00	EA	\$	450.00	\$	450.00	\$	202.50	\$	247.50
					\$	450.00			\$	247.50
H - Cotton Valley Early College Building 2										
Roof										
Aluminum Coating	1,150.00	SF	\$	2.80	\$	3,220.00	\$	1,449.00	\$	1,771.00
					\$	3,220.00			\$	1,771.00
I - Cotton Valley Early College Building 3										
Exterior										
South										
Speaker housing	1.00	EA	\$	185.00	\$	185.00	\$	101.75	\$	83.25
Window screen	4.00	EA	\$	46.00	\$	184.00	\$	101.20	\$	82.80
					\$	369.00			\$	166.05
2014年,1914年,1914年中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央中央	<b>General Condition</b>	s for Al	l Sco	pe				and the second state		ALCOHOLD TO
General Conditions	4.00	МО	\$	405.00	\$	1,620.00	\$	761.40	\$	858.60
Temporary toilet	2.00	EA		675.00	\$	1,350.00		634.50		715.50
Dumpsters Jobsite storage	4.00	МО	\$	460.00	\$	1,840.00	\$	864.80		975.20
V0001112-11-100-1				WILL STATE OF THE	\$	4,810.00			\$	2,549.30
Subtotal					\$	885,506.76			\$	509,414.97
Public Works Procurement Cost	@	20%			\$	177,101.35			\$	101,882.99
Project Total					\$	1,062,608.11			\$	611,297.96

# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Discussion and Approval of	Date Requested	06/10/2020
	Moving the Date of the July		
	2020 Regular Board Meeting		
Requested By:	Dr. Vijil	Approximate Time	3 minutes
Division Approval:	N/A	Action Needed by:	Board
Action Requested:	Make a motion to approve new date	Information Only:	No
	for July 2020 Regular Board Meeting		
People Participating	Dr. Vijil and Board of Trustees	Who Has Been	N/A
In Presentation:		Involved:	
How Will It Benefit the	N/A	How Will Request	N/A
District's		Be Financed?	
Mission/Goals?			
	i i		
		Cost to District:	N/A

# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Discussion and Possible Action to Approve Changes to Fabens ISD Board Policy FDA (Local) Adminissions – Interdistrict Transfers	Date Requested	06/08/2020
Requested By:	Ms. Michele Gonzalez	Approximate Time	3 minutes
Division Approval:		Action Needed by:	Board of Trustees
Action Requested:	Make a motion to approve revisions as presented	Information Only:	No
People Participating In Presentation:	Ms. Michele Gonzalez	Who Has Been Involved:	Dr. Vijil, Ms. Gonzalez and Ms. Kathy London, TASB Policy Consultant
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	TASB Processing Fee

**ADMISSIONS** INTERDISTRICT TRANSFERS

FDA (LOCAL)

#### PROPOSED REVISIONS

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

A resident student in kindergarten through grade 11 who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.

A resident student in grade 12 who becomes a nonresident shall be permitted to continue in attendance for the remainder of the school year.

Transfer Requests

A nonresident student, including the child of a District employee, who wishes to transfer into the District shall file an application for transfer each school year with the Superintendent-or-designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent-or designee shall consider availability of space and instructional staff-and the student's disciplinary history and attendance records. The District shall not consider the student's disciplinary, academic, or attendance records.

Transfer **Agreements**  A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and

GF(LOCAL), as appropriate.

# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Discussion and Possible Action on Texas Education Agency Statewide Waiver of Out-of- District Transportation Interlocal Agreement Requirements of Texas Education Code 34.007	Date Requested	06/08/2020
Requested By:	Ms. Michele Gonzalez	Approximate Time	3 minutes
Division Approval:	N/A	Action Needed by:	Board of Trustees
Action Requested:	Make a motion to approve TEA Statewide Waiver of Out-of-District Transportation Interlocal Agreement Requirements of Texas Education Code 34.007	Information Only:	No
People Participating In Presentation:	Ms. Michele Gonzalez	Who Has Been Involved:	Dr. Vijil and Ms. Michele Gonzalez
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	



### To the Administrator Addressed

Commissioner Mike Morath

1701 North Congress Avenue • Austin, Texas 78701-1494 • 512 463-9734 • 512 463-9838 FAX • tea.texas.gov

DATE:	May 19, 2020
SUBJECT:	Statewide Waiver for Out-of-District Transportation Interlocal
	Agreement Requirement of TEC §34.007
CATEGORY:	Waivers
NEXT STEPS:	Share with appropriate staff; waiver submission requirements
	contained herein

We have received inquiries regarding how the Texas Education Agency (TEA) will apply Texas Education Code (TEC), §34.007, again for the 2020-2021 school year. TEC, §34.007(a), provides that "[a] board of county school trustees or a school district board of trustees may establish and operate an economical public school transportation system: (1) in the county or district, as applicable; or (2) outside the county or district, as applicable, if the county or school district enters into an interlocal contract as provided by Chapter 791, Government Code." An opinion of the Texas Attorney General (KP-0166) states that TEC, §34.007, does not authorize a public school transportation system outside of its boundaries without an interlocal cooperation contract.

TEC, §25.036, allows a student to "transfer annually from the child's school district of residence to another district in [the] state if both the receiving district and the applicant parent or guardian or person having lawful control of the child jointly approve and timely agree in writing to the transfer." Because the Attorney General Opinion was issued after the end of the 85th legislative session and because the 86th Texas Legislature did not resolve the apparent conflict between the enrollment statute (TEC, §25.036) and the transportation statute (TEC, §34.007), a district may apply for a waiver for the 2020-2021 school year from the requirement in TEC, §34.007(a)(2), to enter into an interlocal agreement before providing transportation.

Districts requesting this waiver will need to apply by selecting the 'Other' waiver type using the TEAL waiver application that is currently used to apply for state waivers. The waiver application must include the completed district attestation, regarding requirements necessary for consideration to grant the waiver, posted on the *State Waivers* homepage at <a href="https://tea.texas.gov/StateWaivers/">https://tea.texas.gov/StateWaivers/</a>.

The requirements of the 2020-2021 SY waiver are that the district:

- Has made a good faith effort to enter into an interlocal agreement with an outside district to provide for transporting of transfer students;
  - Documentary evidence of efforts made to enter into an interlocal agreement must be retained by the district and must have occurred within the six months immediately prior to applying for the waiver;
- Has a current, board adopted local policy that bars the district from screening the approval of transfer enrollees on the basis of academics, discipline, or attendance, regardless of any related exemption under a local District of Innovation plan or authority under statute;
- Certifies that it has a 2019 academic accountability rating of A, B, or C, along with an overall score of 70 or higher; and
- Certifies that it received a 2019 district overall rating that is equal to or higher than the district from which it would be transporting students.

Failure to comply with the requirements of the waiver may result in termination of the waiver and/or denial of subsequent transportation waivers. Districts applying for a limited use waiver for outbound transportation to worksite or community colleges for dual credit programs will not require the attestation. Questions related to waivers should be directed to Leah Martin at (512) 463-9630 or at Leah.Martin@tea.texas.gov.

Sincerely,

Jeff Cottrill

Deputy Commissioner of Governance and Accountability

# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD Network Electric Backup Power Generator Update	Date Requested	06/10/2020
Requested By:	Mr. Mario Dominguez	Approximate Time	15 minutes
Division Approval:		Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating	Mr. Mario Dominguez	Who Has Been	Mr. Michael Perez,
In Presentation:		Involved:	Network Analysts
How Will It Benefit the District's Mission/Goals?	Provide Backup Electrical Power for District Network	How Will Request Be Financed?	N/A
		Cost to District:	N/A

## Fabens ISD Technology Department



June 11, 2020

Board Members & Dr. Vijil,

The following is a summary of electrical power interruption events in the past few years.

- APlus Server Issues \$6,000 to replace and 20 hours of labor approximate cost \$1,000 to create
  a new virtual server and move all the services to a new environment.
- Cisco chassis fiber blade stopped responding would have cost \$30,000 to replace. \*Borrowed a
  blade and connectors from DCI to keep this rack alive. 16 hours @ 800 for DCI. Mike Perez
  get a chassis donated. It cost \$2000 for labor configuration with assistance DCI. \*
- Tripplite Batteries failed \$300 to replace.
- Groupwise server \$6000 and 20 after hours @ 1000
- Cisco Firewall \$16000 and \$2000 after hours of labor and support
- Iboss Web filter \$3000 and 24 after hours of labor \$1,200. 2 days without the Internet the entire district was down until the appliance was replaced.
- Palo Alto Firewall failure \$16,000 reverted to an old firewall until the replacement arrived. The District internet service was down for 24 hours. Paid for \$400 for 8 hours of support.
- PowerVault backup server crashed cost \$3,000 to replace.
- At least 6 Network switches have been damaged at a replacement cost of \$18,000

The approximate cost of replacement parts was \$136,700.

The Electrical Power Back-Up Power Generator will provide the district with a safeguard for over 600 thousand dollars worth of network infrastructure equipment against power outages.

Our plan is to post a Request for Proposals (RFP) to get the best deal possible for the district. This request will be posted on our website within two weeks. Attached is a specification sheet for the type of generator we will be requesting.

Sincerely,

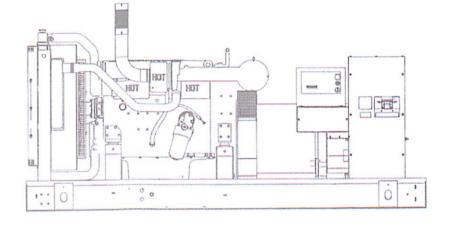
Mario Dominguez
Fabens ISD Technology Department Director

#### STANDBY POWER RATING

250 kW, 313 kVA, 60 Hz

#### PRIME POWER RATING\*

225 kW, 281 kVA, 60 Hz







\*Built in the USA using domestic and foreign parts

\*EPA Certified Prime ratings are not available in the U.S. or its Territories.

\*\*Certain options or customization may not hold certification valid.

Image used for illustration purposes only

#### CODES AND STANDARDS

Generac products are designed to the following standards:



UL2200, UL508, UL142, UL498



NFPA70, 99, 110, 37



NEC700, 701, 702, 708



ISO9001, 8528, 3046, 7637, Pluses #2b, 4



NEMA ICS10, MG1, 250, ICS6, AB1



ANSI C62.41



IBC 2009, CBC 2010, IBC 2012, ASCE 7-05, /pd ASCE 7-10, ICC-ES AC-156 (2012)

#### **POWERING AHEAD**

For over 50 years, Generac has led the industry with innovative design and superior manufacturing.

Generac ensures superior quality by designing and manufacturing most of its generator components, including alternators, enclosures and base tanks, control systems and communications software.

Generac's gensets utilize a wide variety of options, configurations and arrangements, allowing us to meet the standby power needs of practically every application.

Generac searched globally to ensure the most reliable engines power our generators. We choose only engines that have already been proven in heavy-duty industrial application under adverse conditions.

Generac is committed to ensuring our customers' service support continues after their generator purchase.

### SD250 | 8.7L | 250 kW

#### INDUSTRIAL DIESEL GENERATOR SET

**EPA Certified Stationary Emergency** 

#### STANDARD FEATURES

#### **ENGINE SYSTEM**

#### General

- · Oil Drain Extension
- · Air Cleaner
- · Fan Guard
- · Stainless Steel flexible exhaust connection
- · Critical Exhaust Silencer (enclosed only)
- · Factory Filled Oil
- · Radiator Duct Adapter (open set only)

#### **Fuel System**

- · Fuel lockoff solenoid
- · Primary fuel filter

#### **Cooling System**

- · Closed Coolant Recovery System
- · UV/Ozone resistant hoses
- · Factory-Installed Radiator
- · Radiator Drain Extension
- 50/50 Ethylene glycol antifreeze
- 120 VAC Coolant Heater

#### **Engine Electrical System**

- · Battery charging alternator
- · Battery cables
- · Battery tray
- · Solenoid activated starter motor
- Rubber-booted engine electrical connections

#### ALTERNATOR SYSTEM

- UL2200 GENprotect™
- 12 leads (3-phase, non 600 V)
- · Class H insulation material
- · Vented rotor
- 2/3 pitch
- · Skewed stator
- · Auxiliary voltage regulator power winding
- · Amortisseur winding
- · Brushless Excitation
- · Sealed Bearings
- Automated manufacturing (winding, insertion, lacing, varnishing)
- Rotor dynamically spin balanced
- · Full load capacity alternator
- · Protective thermal switch

#### **GENERATOR SET**

- · Internal Genset Vibration Isolation
- · Separation of circuits high/low voltage
- · Separation of circuits multiple breakers
- · Silencer Heat Shield
- · Wrapped Exhaust Piping
- · Silencer housed in discharge hood (enclosed only)
- . Standard Factory Testing
- · 2 Year Limited Warranty (Standby rated Units)
- · 1 Year Limited Warranty (Prime rated Units)

#### ENCLOSURE (IF SELECTED)

 Rust-proof fasteners with nylon washers to protect finish

INDUSTRIAL

- High performance sound-absorbing material
- · Gasketed doors

GENERAC

- Stamped air-intake louvers
- · Air discharge hoods for radiator-upward pointing
- · Stainless steel lift off door hinges
- · Stainless steel lockable handles
- Rhino Coat<sup>™</sup>- Textured polyester powder coat

#### TANKS (IF SELECTED)

- · UL 142
- · Double wall
- · Vents
- · Sloped top
- Sloped bottom
- Factory pressure tested (2 psi)
- Rupture basin alarm
- · Fuel level
- · Check valve in supply and return lines
- Rhino Coat<sup>™</sup>- Textured polyester powder coat
- Stainless hardware

#### CONTROL SYSTEM



#### Control Panel

- · Digital H Control Panel Dual 4x20 Display
- · Programmable Crank Limiter
- · 7-Day Programmable Exerciser
- · Special Applications Programmable PLC
- RS-232/485
- · All-Phase Sensing DVR
- · Full System Status
- Utility Monitoring
- · Low Fuel Pressure Indication
- 2-Wire Start Compatible
- · Power Output (kW)

- · Power Factor
- kW Hours, Total & Last Run
   Real/Reactive/Apparent Power
- · All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- · Coolant Temperature
- Coolant Level
- · Engine Speed
- · Battery Voltage
- Frequency
- · Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/sealed Connectors
- · Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
   Auto/Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus protocol
- · Predictive Maintenance algorithm
- · Sealed Boards
- Password parameter adjustment protection

- · Single point ground
- 15 channel data logging
- · 0.2 msec high speed data logging
- Alarm information automatically comes up on the display

#### Alarms

- Oil Pressure (Pre-programmable Low Pressure Shutdown)
- Coolant Temperature (Pre-programmed High Temp Shutdown)
- Coolant Level (Pre-programmed Low Level Shutdown)
- Engine Speed (Pre-programmed Over speed Shutdown)
- · Battery Voltage Warning
- Alarms & warnings time and date stamped
- Alarms & warnings for transient and steady state conditions
- Snap shots of key operation parameters during alarms & warnings
- Alarms and warnings spelled out (no alarm codes)



#### CONFIGURABLE OPTIONS

#### **ENGINE SYSTEM**

#### General

- O Oil Heater
- O Industrial Exhaust Silencer

#### Fuel System

- O Flexible fuel lines
- O Primary fuel filter

#### **Engine Electrical System**

- O 10A UL battery charger
- O 2.5A UL battery charger
- O Battery Warmer

#### ALTERNATOR SYSTEM

- O Alternator Upsizing
- O Anti-Condensation Heater
- O Tropical coating
- O Permanent Magnet Excitation

#### O Flectronic Trip Breaker

O Main Line Circuit Breaker

O 2nd Main Line Circuit Breaker

O Shunt Trip and Auxiliary Contact

**GENERATOR SET** O Gen-Link Communications Software

CIRCUIT BREAKER OPTIONS

- O IBC Seismic Certification
- O 8 Position Load Center

(English Only)

- O 2 Year Extended Warranty
- O 5 Year Warranty
- O 5 Year Extended Warranty

#### **ENCLOSURE**

- O Weather Protected
- O Level 1 Sound Attenuation
- O Level 2 Sound Attenuation
- O Steel Enclosure
- O Aluminum Enclosure
- O 150 MPH Wind Kit
- O 12 VDC Enclosure Lighting Kit
- O 120 VAC Enclosure Lighting Kit
- O AC/DC Enclosure Lighting Kit
- O Door Alarm Switch

#### TANKS (Size on last page)

- O Electrical Fuel Level
- O Mechanical Fuel Level
- O 8" Fill Extension
- O 13" Fill Extension

#### CONTROL SYSTEM

- O 21-Light Remote Annunciator
- O Remote Relay Panel (8 or 16)
- O Oil Temperature Sender with Indication Alarm
- O Remote E-Stop (Break Glass-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Surface Mount)
- O Remote E-Stop (Red Mushroom-Type, Flush Mount)
- O Remote Communication Modem
- O Remote Communication Ethernet
- O 10A Run Relay
- O Ground Fault Indication and Protection **Functions**

#### **ENGINEERED OPTIONS**

#### **ENGINE SYSTEM**

- O Coolant heater ball valves
- O Block Heaters
- O Fluid containment pans

#### ALTERNATOR SYSTEM

O 3rd Breaker Systems

#### CONTROL SYSTEM

- O Spare inputs (x4) / outputs (x4) H Panel Only
- O Battery Disconnect Switch

#### **GENERATOR SET**

O Special Testing

#### **ENCLOSURE**

- O Motorized Dampers
- O Door switches for intrusion alert
- O Enclosure ambient heaters

#### TANKS

- O Overfill Protection Valve
- O UL2085 Tank
- O ULC S-601 Tank
- O Stainless Steel Tank
- O Special Fuel Tanks (MIDEQ and FL DEP/DERM, etc.)
- O Vent Extensions

#### RATING DEFINITIONS

Standby - Applicable for a varying emergency load for the duration of a utility power outage with no overload capability.

Prime - Applicable for supplying power to a varying load in lieu of utility for an unlimited amount of running time. A 10% overload capacity is available for 1 out of every 12 hours. The Prime Power option is only available on International applications. Power ratings in accordance with ISO 8528-1, Second Edition

### SD250 | 8.7L | 250 kW

#### INDUSTRIAL DIESEL GENERATOR SET

EPA Certified Stationary Emergency

#### APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS			
General		Cooling System	
Make	Iveco/FPT	Cooling System Type	Closed Recovery
EPA Emissions Compliance	Stationary Emergency	Water Pump	Pre-Lubed, Self Sealing
EPA Emissions Reference	See Emissions Data Sheet	Fan Type	Pusher
Cylinder #	6	Fan Speed (rpm)	2538
Туре	In-Line	Fan Diameter mm (in)	762 (30.0)
Displacement - L (cu In)	8.7 (530.91)	Coolant Heater Wattage	2000
Bore - mm (in)	117 (4.61)	Coolant Heater Standard Voltage	120 V /240 V
Stroke - mm (in)	135 (5.31)		
Compression Ratio	16.5:1		
ntake Air Method	Turbocharged/Aftercooled	Fuel System	
Cylinder Head Type	4 Valve	Fuel Type	Ultra Low Sulfur Diesel Fue
Piston Type	Alloy Aluminum	Fuel Specifications	ASTM
Crankshaft Type	Drop Forged Steel	Fuel Filtering (microns)	5
		Fuel Injection	Electronic
Engine Governing		Fuel Pump Type	Engine Driven Gear
Governor	Electronic Isochronous	Injector Type	Common Rail
Frequency Regulation (Steady State)	+/- 0.25%	Fuel Supply Line mm (in)	12.7 (0.5) NPT
riaganity riaganitari (eteat) ziate,		Fuel Return Line mm (in)	12.7 (0.5) NPT
Lubrication System			
Oil Pump Type	Gear	Engine Electrical System	
Oil Filter Type	Full Flow		
Crankcase Capacity - L (qts)	28 (29.57)	System Voltage	24 VDC
		Battery Charging Alternator	Std
		Battery Size	See Battery Index 0161970SBY
		Battery Voltage	12 VDC
		Ground Polarity	Negative

#### ALTERNATOR SPECIFICATIONS

Standard Model	520	Standard Excitation	Permanent Magnet
Poles	4	Bearings	Single Sealed Cartridge
Field Type	Revolving	Coupling	Direct, Flexible Disc
Insulation Class - Rotor	Н	Load Capacity - Standby	100%
Insulation Class - Stator	Н	Prototype Short Circuit Test	Yes
Total Harmonic Distortion	<5%	Voltage Regulator Type	Digital
Telephone Interference Factor (TIF)	<50	Number of Sensed Phases	All
		Regulation Accuracy (Steady State)	±0.25%

**EPA Certified Stationary Emergency** 

#### **OPERATING DATA**

#### **POWER RATINGS**

	Standby			
Single-Phase 120/240 VAC @1.0pf	250 kW	Amps:	1042	
Three-Phase 120/208 VAC @0.8pf	250 kW	Amps:	867	
Three-Phase 120/240 VAC @0.8pf	250 kW	Amps:	752	
Three-Phase 277/480 VAC @0.8pf	250 kW	Amps:	376	
Three-Phase 346/600 VAC @0.8pf	250 kW	Amps:	301	

#### STARTING CAPABILITIES (sKVA)

sKVA vs. Voltage Dip

				480	VAC					208/24	10 VAC		
Alternator	kW	10%	15%	20%	25%	30%	35%	10%	15%	20%	25%	30%	35%
Standard	250	263	395	527	658	790	922	197	296	395	494	593	692
Upsize 1	300	303	454	605	757	908	1059	227	341	454	568	681	794
Upsize 2	350	383	575	767	958	1150	1342	280	410	535	640	770	900

#### **FUEL CONSUMPTION RATES\***

Diesel - gal/hr (l/hr)

Fuel Pump Lift - ft (m)	Percent Load	Standby
3 (1)	25%	5.5 (20.8)
	50%	10.4 (39.4)
Total Fuel Pump Flow (Combustion + Return)	75%	14.8 (56.0)
26 gal/hr	100%	18.5 (70.0)

<sup>\*</sup> Fuel supply installation must accommodate fuel consumption rates at 100% load.

#### COOLING

		Standby
Coolant Flow per Minute	g/min (l/min)	63.3 (240)
Coolant System Capacity	gal (L)	12.7 (49.2)
Heat Rejection to Coolant	BTU/hr	682,058
Inlet Air	cfm (m³/hr)	8872 (251)
Max. Operating Radiator Air Temp	Fo (Co)	122 (50)
Max. Ambient Temperature (before derate)	Fo (Co)	104 (40)
Maximum Radiator Backpressure	in H <sub>2</sub> 0	0.5

#### COMBUSTION AIR REQUIREMENTS

Standby 720 (20.39) Flow at Rated Power cfm (m³/min)

		EXHAUST		
	Standby			Standby
rpm	1800	Exhaust Flow (Rated Output)	cfm (m³/min)	1940 (54.94)
hp	389	Max. Backpressure (Post Silencer)	inHg (Kpa)	1.5 (5.1)
ft/min (m/min)	1593 (486)	Exhaust Temp (Rated Output)	oF (oC)	1000 (538)
psi	332	Exhaust Outlet Size (Open Set)	mm (in)	101.6 (4)
	hp ft/min (m/min)	rpm 1800 hp 389 ft/min (m/min) 1593 (486)	Standby rpm 1800 Exhaust Flow (Rated Output) hp 389 Max. Backpressure (Post Silencer) ft/min (m/min) 1593 (486) Exhaust Temp (Rated Output)	Standby rpm 1800 Exhaust Flow (Rated Output) cfm (m³/min) hp 389 Max. Backpressure (Post Silencer) inHg (Kpa) ft/min (m/min) 1593 (486) Exhaust Temp (Rated Output) °F (°C)

<sup>\*\*</sup> Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions.

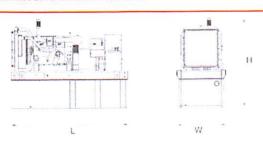
Please consult a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with ISO3046, BS5514, ISO8528 and DIN6271 standards. 103

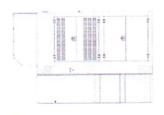
### SD250 | 8.7L | 250 kW

INDUSTRIAL DIESEL GENERATOR SET

**EPA Certified Stationary Emergency** 

#### **DIMENSIONS AND WEIGHTS\***

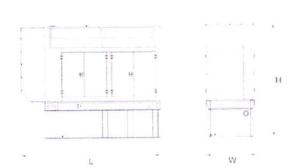












TOURTA	ACTURT RECOUN	IZEO GENETAO II	DUSTRIAL DEALER

#### OPEN SET

RUN TIME HOURS	USABLE CAPACITY GAL (L)	LxWxH in (mm)	WT lbs (kg) - Tank & Open Sel
NO TANK	-	128 (3251) x 54 (1372) x 58 (1473)	4465 (2025)
8	153 (579.2)	128 (3251) x 54 (1372) x 71 (1803)	5470 (2481)
20	372 (1407)	128 (3251) x 54 (1372) x 83 (2108)	5892 (2673)
32	589 (2227)	128 (3251) x 54 (1372) x 95 (2413)	6309 (2862)
37	693 (2623.3)	136 (3454) x 54 (1372) x 95 (2413)	6060 (2749)
51	946 (3581)	208 (5283) x 54 (1372) x 99 (2515)	7490 (3397)
72	1325 (5015.7)	278 (7061) x 54 (1372) x 99 (2515)	8505 (3858)

INDUSTRIAL

#### STANDARD ENCLOSURE

RUN TIME	N TIME USABLE		WT lbs (kg) - Enclosure Only		
HOURS	GAL (L)	LxWxHin (mm)	Steel	Aluminum	
NO TANK	(*)	155 (3937) x 54 (1372) x 70 (1778)			
- 8	153 (579.2)	155 (3937) x 54 (1372) x 83 (2108)			
20	372 (1407)	155 (3937) x 54 (1372) x 95 (2413)			
32	589 (2227)	155 (3937) x 54 (1372) x 107 (2718)	821 (372)	279 (127)	
37	693 (2623.3)	155 (3937) x 54 (1372) x 107 (2718)			
51	946 (3581)	208 (5283) x 54 (1372) x 111 (2819)			
72	1325 (5015.7)	278 (7061) x 54 (1372) x 111 (2819)			

#### LEVEL 1 ACOUSTIC ENCLOSURE

RUN TIME USABLE			WT lbs (kg) - Enclosure Only		
HOURS	GAL (L)	L x W x H in (mm)	Steel	Aluminum	
NO TANK		180 (4572) x 54 (1372) x 70 (1778)			
8	153 (579.2)	180 (4572) x 54 (1372) x 83 (2108)			
20	372 (1407)	180 (4572) x 54 (1372) x 95 (2413)			
32	589 (2227)	180 (4572) x 54 (1372) x 107 (2718)	1255 (569)	615 (279)	
37	693 (2623.3)	180 (4572) x 54 (1372) x 107 (2718)			
51	946 (3581)	234 (5944) x 54 (1372) x 111 (2819)	-		
72	1325 (5015.7)	304 (7722) x 54 (1372) x 111 (2819)			

#### **LEVEL 2 ACOUSTIC ENCLOSURE**

BUN TIME	USABLE		WT lbs (kg) - E	inclosure Only
HOURS	GAPACITY GAL (L)	LxWxHin (mm)	Steel	Aluminum
NO TANK	-	155 (3937) x 54 (1372) x 93 (2362)		
8	153 (579.2)	155 (3937) x 54 (1372) x 106 (2692)		
20	372 (1407)	155 (3937) x 54 (1372) x 118 (2997)		
32	589 (2227)	155 (3937) x 54 (1372) x 130 (3302)	1482 (672)	708 (321)
37	693 (2623.3)	155 (3937) x 54 (1372) x 130 (3302)		
51	946 (3581)	208 (5283) x 54 (1372) x 132 (3353)		
72	1325 (5015.7)	278 (7061) x 54 (1372) x 132 (3353)		

<sup>\*</sup>All measurements are approximate and for estimation purposes only. Sound dBA can be found on the sound data sheet. Enclosure Only weight is added to Tank & Open Set weight to determine total weight.

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

# BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD	Date Requested	06/10/2020
	2020 – 2021 Stipends		
Requested By:	Dr. Vijil	Approximate Time	30 minutes
<b>Division Approval:</b>	N/A	Action Needed by:	Board of Trustees
Action Requested:	Motion to Approve 2020 -2021 Stipends	Information Only:	No
People	Ms. Michele Gonzalez,	Who Has Been	Dr .Vijil, Ms. Gonzalez
Participating In	Ms. Audry Ortegon and	Involved:	and Ms. Ortegon
Presentation:	Mr. Jacob Belshe		
How Will It Benefit		How Will Request Be	
the District's		Financed?	
Mission/Goals?			
		Cost to District:	





Assignment	Description	2019-2020 Stipend	2020-2021 Proposed Changes
Dallat Calldanias	Middle School		\$1,000.00
Ballet Folklorico	Intermediate	\$1,000.00	
David Discretes	High School	\$3,100.00	
Band Director	Middle School	\$3,100.00	
Bilingual	Must be teaching in a Bilingual assignment. Can be half or full stipend.	\$1,750.00	\$2,000.00
Campus Webmaster	(Will include scheduled time and after hours work.)	\$1,000.00	\$500.00
Charden Charge	High School	\$4,500.00	
Cheerleader Sponsor	Middle School	\$2,500.00	
Choir/Guitar Performance Clubs	Established Clubs	\$500.00	
CTE Coordinator - District	(Correction due to Perkins Grant allowance of \$2,000)	\$3,000.00	\$2,000.00
Department Head	High School	\$750.00	
Destination Imagination	K-8	\$500.00	
District Health Coordinator	Head Nurse	\$2,500.00	
Dual Credit		<del></del>	\$400 per Dual Credit Course Assigned
ESL	ESL Newcomer Teacher or ESL Certified English Teachers with ESL students – Can be half or full stipend	\$1,750.00	\$2,000.00
Flags Corps	High School	\$1,000.00	\$1,500.00
Mentor Teacher	Mentor 1st year teachers	\$500.00	
Instructional Facilitator		\$2,000.00	
Librarians		\$2,000.00	Remove - Roll Into Salaries
Literacy Coach	High School/ Middle School	\$2,000.00	
Math/ Science/ Computer Science Secondary Certified/Teacher	Assignment and certification required.	\$5,000.00	Added Computer Science Certification.
Nurse (Registered)		\$3,000.00	Remove - Roll Into Salaries



## DRAFT





Assignment	Description	2019-2020 Stipend	2020-2021 Proposed Changes
Science Fair Coordinator		\$500.00	
Special Education	Certification and Assignment	\$1,750.00	
Special Education - Self Contained	Living Skills and Behavior Development Units	\$2,500.00	
Special Education Adaptive PE		\$1,500.00	
Special Education Diagnostician		\$8,000.00	
	Full Time	\$5,000.00	
Speech Pathologist	Part Time	\$2,500.00	
Special Education Olympics Coach		\$750.00	
STEM Coordinator- District	High School	\$2,000.00	
STEM Coordinator - Campus	Middle and Elementary	\$1,000.00	
Student Council	High School	\$750.00	1,000.00
Sponsor	Middle School	\$750.00	500.00
Employee of the Year		\$500.00	
Teacher of the Year -	Secondary	\$1,000.00	
District	Elementary	\$1,000.00	
Teacher of the Year - Campus		\$500.00	
Teacher of the Year - State		\$2,500.00	
Transition Specialist		\$1,500.00	
UIL Academic Events	Maximum 2 full stipends per coach with additional 100 per event over 2 if shortage of coaches exist with a maximum of 4 events.	\$500.00	
UIL One Act Play	Secondary	\$1,000.00	
-	High School	\$1,000.00	
<b>UIL Coordinator</b>	Middle School	\$500.00	
	Elementary School	\$500.00	
UIL Coordinator - Assistant		\$250.00	Remove
Yearbook Sponsor	High School	\$1,200.00	







Assignment	Description	2019-2020 Stipend	2020-2021 Proposed Changes	
	Degree S	tipends		
Doctorate Degree	Requirement: degree must be in field of education or content area	\$1,500.00		
Master's Degree	Requirement: degree must be in field of education or content area	\$1,200.00		
	Travel S	tipends		
Cabinet Members, Asst. Supt and C.B.O.		\$500 monthly		
	High School	\$300 monthly		
Duincinala	Middle School	\$250 monthly		
Principals	Elementary School/O'Donnell	\$250 monthly		
Assistant Principal		\$200 monthly	D	
Directors		\$200 monthly	Remove and roll into	
<b>Executive Director</b>		\$200 monthly	salaries	
Cabinet Members, Asst. Supt and C.B.O.		\$500 monthly		
Principal	High School	\$300 monthly		
	Middle School	\$250 monthly		
	Elementary School/O'Donnell	\$250 monthly		
	Athlo	etics		
Athletic Trainer		\$10,000.00	11,000.00	
Baseball	Head Coach	\$6,700.00		
	Varsity Assistant	\$4,200.00		
	Junior Varsity	\$3,200.00		
	Middle School - 8th	\$2,500.00		
	Middle School 7th	\$2,500.00		
Basketball (Boys)	Head Coach	\$6,700.00		
	Junior Varsity	\$4,200.00		
	9th Grade	\$3,200.00		
	Middle School - 8th	\$2,500.00		
	Middle School - 7th	\$2,500.00		
	Middle School - B Team	\$1,500.00		







Assignment	Description	2019-2020 Stipend	2020-2021 Proposed Changes
Basketball (Girls)	Head Coach	\$6,700.00	800
	Junior Varsity	\$4,200.00	
	9th Grade	\$3,200.00	
	Middle School - 8th	\$2,500.00	
	Middle School - 7th	\$2,500.00	
	Middle School - B Team	\$1,500.00	
Cross Country	Head Coach - HS	\$4,200.00	
	Head Coach -MS	\$2,500.00	
Football	Head Coach – HS	\$15,000.00	Filled by AD no stipend
	Offensive Coordinator	\$7,000.00	
	Defensive Coordinator	\$7,000.00	
	Assistant (4)	\$5,500.00	
	Junior Varsity (2)	\$5,500.00	
	9th Grade (3)	\$5,500.00	
	Middle School - 8th (2)	\$3,000.00	Reduced by 1
	Middle School - 7th (2)	\$3,000.00	Reduced by 1
Golf (Boys & Girls)	Head Coach - High School	\$4,500.00	
	Middle School	\$1,000.00	
Softball	Head Coach	\$6,700.00	
	Varsity Assistant	\$4,200.00	
	Junior Varsity	\$3,200.00	
	Middle School - 8th	\$2,500.00	
	Middle School - 7th	\$2,500.00	
Tennis	Head Coach - Fall	\$3,200.00	
	Head Coach Spring	\$4,200.00	
	Middle Boys & Girls	\$2,500.00	
Track and Field	Head Coach	\$6,500.00	Filled by AD no stipend
	Assistant - High School (3)	\$4,000.00	
	Middle School – Boys (2)	\$2,500.00	
	Middle School – Girls (2)	\$2,500.00	
Volleyball	Head Coach	\$6,700.00	
	Junior Varsity	\$4,200.00	
	9th Grade	\$3,200.00	
	Middle School - 8th	\$2,500.00	
	Middle School - 7th	\$2,500.00	
	Middle School – B Team	\$1,500.00	
	Head Coach	\$4,500.00	
Wrestling	Junior Varsity	\$2,700.00	
	Middle School Boys & Girls	\$1,000.00	





Assignment	Description	2019-2020 Hourly/ Daily Rate	2020-2021 Proposed Change
Home Bound Teacher		\$25.00/hr	General Ed \$30 SPED \$35
In-Home Training (Autism)		\$50/hr	
Professional	(outside of contract)	half day - \$60	
Development	(outside of contract)	full day - \$100	
Substitute Teacher	Certified	\$90/day	
	Degreed	\$80/day	
	Non-Degreed	\$65/day	
	after 15 days as sub for same teacher	additional \$5.00/day	
Summer School	Teacher	\$30/hr	
	Aide	\$20/hr	
Tutor	Teacher	\$30/hr	
Tutor	College Student	\$20/hr	
	Game \	<b>Workers</b>	
Ticket Sellers			\$8.00 (hourly)
Ticket Takers			\$8.00 (hourly)
Time Keepers	Athletics	Varied by sport/length of	\$8.00 (hourly)
Score Keepers	Athletics	game	\$8.00 (hourly)
Announcers			\$12.00 (hourly)
Video Recording	1		\$12.00 (hourly)

<sup>\*\*\*</sup>Stipends will be pro-rated or not paid should a program be cancelled or interrupted due to COVID -19 or other factors. \*\*\*

## DRAFT

# DISTRICT EMPLOYEES AND OFFICERS Board Agenda Item

TITLE	District Employees	Date Requested	06/10/2020
	and Officers –		
	Literacy Coach - FHS		
Requested By:	Dr. Vijil	Approximate Time	10 minutes
Division Approval:	N/A	Action Needed by:	Board of Trustees
Action Requested:	Make a motion to approve	Information Only:	No
	the creation of a new full		
	time position – Literacy		
	Coach for FHS		
People	Ms. Michele Gonzalez and	Who Has Been	Dr. Vijil, Ms. Michele
Participating In	Mr. Anthony Prado	Involved:	Gonzalez and
Presentation:			Mr. Prado
How Will It Benefit		How Will Request Be	
the District's		Financed?	
Mission/Goals?			
		Cost to District:	



#### Fabens Independent School District

#### Literacy Coach

#### PRIMARY PURPOSE:

The Literacy Instructional Teacher/Coach is responsible for working with teachers at a school-base, for modeling of best practices lessons, and providing staff development. The literacy coach will represent the school and will be a part of the district's *Literacy Task Force*.

#### QUALIFICATIONS

#### Education/Certification:

Bachelor's Degree from accredited university Texas Certification to teach Secondary English/ Language Arts

#### Minimum Experience:

Minimum of five years of successful secondary Language Arts Teaching experience

Location of Assignment: Fabens High School

#### Description:

The Literacy Instructional Coach's primary role is to work with teachers to support best practices in using data, provide analysis of school-wide trends in instruction, and make recommendations about potential next steps to address areas of need.

As an advisor to teachers and the leadership team, the Literacy Instructional Coach is responsible for four main areas:

- a) Observing instructional delivery and providing feedback to enhance and support the development of each teacher's content area
- b) Supporting teachers in the design of units and lessons for the development of their year-long curriculum,
- c) Analyzing data in order to modify curriculum and forms of assessment to meet students' needs, and
- d) Working with the academic staff (grade level chairs, assistant principals, principals) in the school to support sharing of best practices.

The Literacy Instructional Coach must take a hands-on approach to improving instruction and effectiveness by working at various levels (classroom-, school-, system-wide) to directly improve ELA instruction, student learning and foster teacher development. This may include modeling lessons in classrooms, helping teacher groups plan instruction, working with students in small groups, and facilitating professional development.

Others Duties of this position include but are not limited to:

#### 1. Learning Environment

- a. Helping create an environment of literacy conducive to effective instruction.
- b. Establishing a rapport and maintaining constructive interaction with individuals/groups.
- c. Demonstrating ability to use teacher/student time efficiently.
- e. Maintaining instructional momentum in classroom modeling and in staff development sessions.

#### 2. Knowledge and Use of Reading Expertise

- a. Demonstrating an understanding of best practices in the area of reading and encouraging teachers to apply these before, during, and after reading.
- b. Maintaining a collection of professional reading/learning materials which reflect current research.

#### 3. Planning Assistance for Instruction

- a. Assisting teachers in planning, sequencing, and scaffolding of instruction.
- b. Facilitating the integration of reading skills/strategies/technology into the reading classrooms.
- c. Assisting reading teachers in the evaluation of diagnostic results and future instruction based on those results.

#### 4. Staff Development

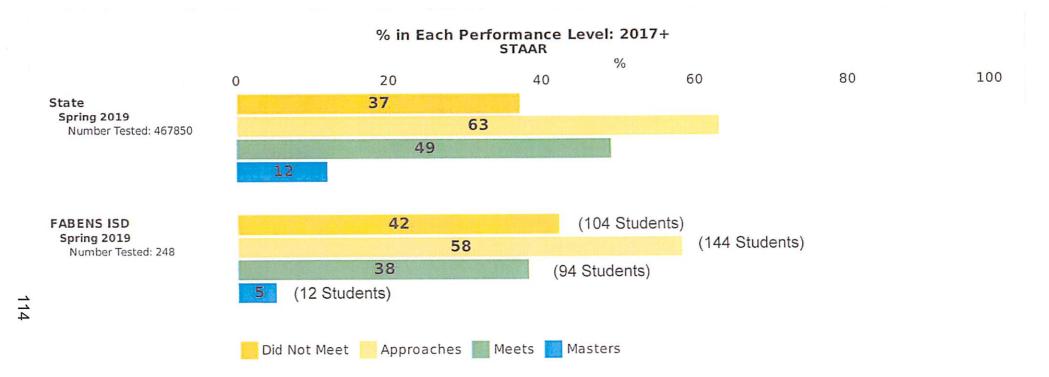
- a. Demonstrating the ability to present reading as a process rather than a series of skills and encouraging lifelong learning.
- b. Conducting meaningful and well-planned staff development.
- c. Modeling techniques for effective delivery of instruction in reading classrooms.
- d. Providing in-service and follow-up coaching to reading teachers.
- e. Travel for training as directed.

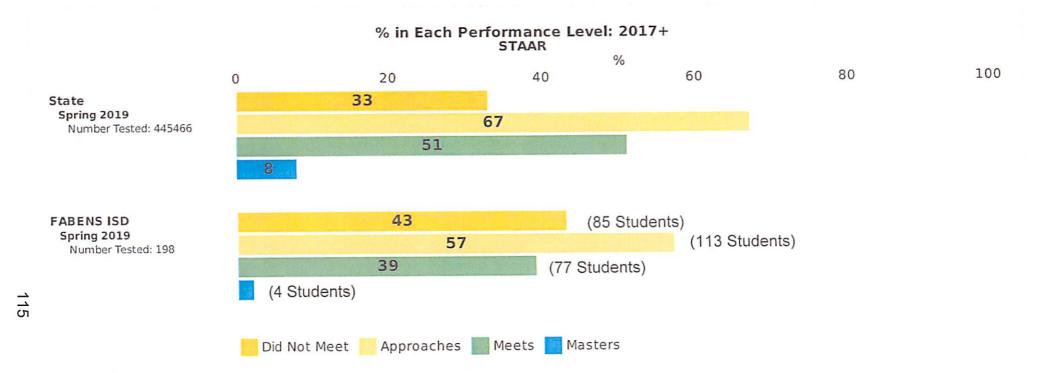
#### 5. Assessment

- a. Assisting in the administration and interpretation of reading progress monitoring and diagnostics. Keeping accurate records of these scores.
- b. Assisting in formal and informal assessments and interpretation of results.
- c. Working with reading teachers to design instruction as a result of progress monitoring and diagnostic results.

#### 6. Related Professional Responsibilities

- a. Maintaining and promptly submitting accurate, complete, and correct records and required reports as required by law, by grant regulations, by district policy, and administrative regulations.
- b. Serving as a member/ leader on school literacy groups and committees, to include LPAC.
- c. Communicating written and/or oral information on a given topic in a coherent and logical manner.





Subject:	Adjourn	Related Page(s)	N/A
Date:	06/17/2020	Presented By:	Board President

## BACKGROUND INFORMATION: ADJOURN

If there is no further business the meeting is adjourned at \_\_\_\_\_ p.m.