

Fabens ISD

Regular Meeting

Tuesday, November 17, 2020 @ 6:30 PM

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

**Notice of Regular Meeting
Board of Trustees
Tuesday, November 17, 2020**

A Regular Meeting of the Board of Trustees will be held on Tuesday, November 17, 2020, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

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

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

- | | |
|---|-----------|
| 1. Call to Order, Roll Call and Pledge of Allegiance | 3 |
| 2. Communication and Visitors | 4 |
| A. Public comments related to this meeting or persons who desire to address the board during Communication and Visitors must comply with the following procedures; visit the link https://rb.gy/k1sgj2 to submit your form no later than 15 minutes prior to the meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed 3 minutes. | |
| B. Please click the link below to join the webinar:
https://www.youtube.com/channel/UC-x1AKV1N4MC4_bH1ShDLdg/videos?view_as=subscriber or at www.fabensisd.net a link is available under the Fabens ISD Announcement Webinar ID# 916 7519 5835 | |
| 3. Fabens ISD Board of Trustees November 3, 2020 Election | 5 |
| A. Canvass of Fabens ISD Board Election Results | |
| B. Resolution Certifying Election Results | |
| C. Officer Certificate Signing | |
| D. Statement of Elected Officer | |
| E. Administer Oath of Office | |
| F. Board Reorganization - Election of Board Officers | |
| 4. Superintendent Report | 12 |
| A. Teacher Pathway Collaborative | |
| B. Teacher Incentive Allotment | |
| C. Thank You video | |
| 5. Consent Agenda | 13 |

A. Minutes of the Regular Board Meeting, October 21, 2020	
B. Minutes of the Special Board Meeting, November 5, 2020	
C. Minutes of the Emergency Board Meeting, November 10, 2020	
D. Walden University Master Services Agreement	
E. Fabens ISD Monthly Financial Report	
F. Fabens ISD 2020 - 2021 Budget Amendment	
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A. Board Self-Constraints Workshop Date	
7. Board of Trustees Business	52
A. Approval of New Federal Programs and Grants Coordinator Position	
8. Adjourn	56

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

Friday, November 13, 2020 at 4:00 PM

For the Board of Trustees

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

Date: 11/17/2020 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**

The November 17, 2020 Regular Meeting is called to order at _____.

Let the minutes show that:

- 1) all members are in attendance

OR

- 2) _____ is (are) not in attendance.

Reason: ☐ Illness ☐ Family Emergency
 ☐ Out of Town ☐ Other _____

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

**FABENS ISD
BOARD OF TRUSTEES**

**COMMUNICATION AND VISITORS
Board Agenda Item**

TITLE	Communication & Visitors	Date Requested	11/17/2020
Requested By:	N/A	Approximate Time	Up to 15 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Community	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

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

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

**FABENS ISD
BOARD OF TRUSTEES**

Date:	<u>11/17/2020</u>	Presented By:	<u>Dr .Veronica Vijil</u>
Subject:	<u>Fabens ISD Board of Trustees November 3, 2020 Election</u>	Related Page(s)	<u>Attached</u>

Action

BACKGROUND INFORMATION:

The process to complete and finalize the November 3, 2020 Fabens ISD Board of Trustees election will be done Tuesday evening:

- A. Canvass of Fabens ISD Board Election Results – Results will be available on Tuesday for presiding officer to announce to the Board and community. SAMPLE ATTACHED
- B. Resolution Certifying Election Results – Resolution will be available on Tuesday with election results. SAMPLE ATTACHED
- C. Officer Certificate Signing – Certificates will be given to newly elected members. SAMPLE ATTACHED
- D. Statement of Elected Officer – Statement will be signed and executed. SAMPLE ATTACHED
- E. Administer Oath of Office –Oath will be administered. SAMPLE ATTACHED
- F. Election of Board Officers – Presiding Officer will be taking nominations for President, Vice President and Secretary

RECOMMENDATION:

It is the recommendation of the administration that the Board approve the resolution and official election results as certified by the El Paso County Elections Administrator

BOARD ACTION REQUIRED

Make a motion to approve the resolution and official election results as certified by the El Paso County Elections Administrator

**AN ORDER BY THE FABENS INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES
CANVASSING RETURNS AND
DECLARING 2020 ELECTION RESULTS**

Pursuant to Texas Election Code), Fabens Independent School District is responsible for conducting the canvass for the Fabens ISD Board of Trustee election returns in an election called by the authority of the school district. The purpose of the canvass is to enter the final election results into public record.

Whereas, the Fabens Independent School District Board of Trustees (the "School District") duly authorized an election to be held within the School District on Tuesday, November 3, 2020 (the "Election") for the purpose of submitting to qualified voters of the School District the election for members of the Board of Trustees for four (4) positions; and

Whereas, the election for the four (4) positions was conducted by the El Paso County Elections Administrator, who has duly made the return of the results thereof, and said returns have been delivered to this Board of Trustees; and

Whereas, the Board of Trustees finds and declares that the meeting at which this Order is considered is open to the public as required by law, and that public notice of the time, place and purpose of the meeting was given as required by Section 551.001 et. Seq., Texas Government Code;

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

1. It is officially found and determined that the election was duly ordered, that proper notice thereof was duly given, that proper election officers were duly appointed prior to said election, that the election was duly and lawfully held, and that due returns of the result of said election have been made and delivered, and that this Board of Trustees has duly canvassed the returns, all in accordance with law and the Order calling the election.
2. It is officially found and determined that the following votes were cast for the candidates for the positions for the Board of Trustees by qualified voters of the School District as follows:

FABENS ISD BOARD OF TRUSTEE, PLACE III (3)

FABENS ISD BOARD OF TRUSTEE, PLACE V (5)

FABENS ISD BOARD OF TRUSTEE, PLACE VI (6)

FABENS ISD BOARD OF TRUSTEE, PLACE VII (7)

3. As a result of said election, and in conformity with law, this Board of Trustees hereby declares that the following persons received the highest number of votes for the four (4) positions and are elected as members of this Board of Trustees:

FABENS ISD BOARD OF TRUSTEE,
PLACE III (3) Rey Sepulveda PLACE V (5) Adan Escobar
Place Vi (6) Orlando "O.O." Flores and Place VII (7) Sylvia Gonzales

SIGNED AND ADOPTED on this 17th day of November 2020

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees



Home of the "Wildcats"

Fabens Independent School District
821 NE "G" Avenue
P O Box 697
Fabens, Texas 79838
Phone: (915) 765-2600 * Fax: (915) 764-3115

RESOLUTION

Fabens Independent School District
Fabens, Texas 79838

WE, Fabens Independent School District, hereby accept the certifiable results of the November 3, 2020 Fabens ISD Board of Trustees Election held during the General Election as true and correct and as delivered by:

Ms. Lisa Wise, Elections Administrator
El Paso County Elections Department
500 E. San Antonio - #314
El Paso, Texas 79901

CERTIFIED WINNERS

PLACE III (3)

Rey Spulveda

PLACE V (5)

Adan Escobar

PLACE VI (6)

Orlando 'O.O.' Flores

Place VII (7)

Sylvia Gonzales

Signed and approved this 17th day of November 2020

Board President

Superintendent of Schools



CERTIFICATE OF ELECTION

In the name and by the authority of

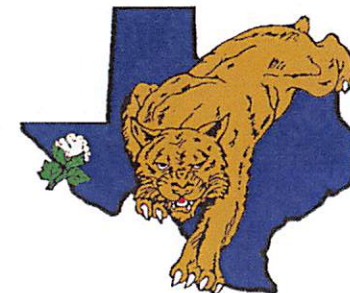
Fabens Independent School District

THIS IS TO CERTIFY that at a general election held on
November 3, 2020

_____ was duly elected - **Fabens Independent School District Board of Trustee Place _____**

In testimony whereof, I have hereunto signed my name and caused the Seal of Fabens ISD to be
affixed this the 17th day of November, 2020

**Signature of Presiding Officer
of Canvassing Authority**



STATEMENT OF ELECTED OFFICER

I, _____, do solemnly swear (or affirm), that I have not directly or indirectly paid, offered, promised to pay, contributed, or promised to contribute any money or thing of value, or promised any public office or employment for the giving or withholding of a vote at the election at which I was elected or as a reward to secure my appointment or confirmation, whichever the case may be, so help me God.

Title of Position to Which Elected: Fabens ISD Board of Trustee Place _____

EXECUTION

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING STATEMENT AND THAT THE FACTS STATED THEREIN ARE TRUE.

Date

Officer's Signature



In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, _____, do solemnly swear (or affirm), that I will faithfully execute the duties of the office of Fabens Independent School District Board of Trustees of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by affiant on this _____ day of November, 2020.

Signature of Person Administering Oath

(Seal)

Printed Name

Title

**FABENS ISD
BOARD OF TRUSTEES**

**SUPERINTENDENT REPORT
Board Agenda Item**

TITLE	Superintendent Report	Date Requested	11/17/2020
Requested By:	Dr. Vijil	Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	None	Information Only:	Yes
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

TOPICS:

Teacher Pathway Collaborative
Teacher Incentive Allotment
Thank You Video

**FABENS ISD
BOARD OF TRUSTEES**

**CONSENT AGENDA
Board Agenda Item**

TITLE	Consent Agenda	Date Requested	11/17/2020
Requested By:	Dr. Vijil	Approximate Time	2 minutes
Division Approval:		Action Needed :	Yes
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:	

A.	Minutes of Regular Board Meeting, October 21, 2020 Minutes attached for your review
B.	Minutes of Special Meeting, November 5, 2020 Minutes attached for your review
C.	Minutes of Emergency Board Meeting, November 10, 2020 Minutes attached for your review
D.	Walden University Master Services Agreement Information attached for your review
E.	Fabens ISD Monthly Financial Report Attached for your review
F.	Fabens ISD – 2020 -2021 Budget Amendment 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, October 21, 2020, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Orlando Flores (Central Office)
Rey Sepulveda (Central Office)
Sylvia Gonzales (Virtual) **Joined at 6:49 PM**
Rosamaria Gallo-Avitia (Virtual)
Ben Morales (Virtual)
Greg Spence (Virtual)

Members Absent: Adan Escobar

Administrators Present: Dr. Veronica Vijil Ms. Michele Gonzalez

**Administrators Present
via Teleconference:** Mario Dominguez

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance 6:42 PM

Due to technical difficulties with a board member, the meeting was called to order at 6:42 PM by Mr. Orlando Flores, Board President. Members absent: Mr. Adan Escobar. The Pledge of Allegiance was recited by everyone.

2. Communication and Visitors 6:43 – 6:44 PM

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

B. Please click the link below to join the webinar:
https://www.youtube.com/channel/UC-x1AKVIN4MC4_bHIShDLdg/videos?view_as=subscriber
or at www.fabensisd.net a link is available under the Fabens ISD
Announcements
Webinar ID # 971 6310 2288

Under this portion of the meeting, Ms. Benita Chacon, district employee, wished to Thank Dr. Vijil and the Board for working as a team and putting employees' safety first. She asked that all others keep doing what is in their power: wear your mask, practice social distancing, staying home when not well, and practicing good hygiene.

3. Superintendent Report

6:44 – 6:50 PM

Under this portion of the meeting, Dr. Veronica Vijil, addressed the Board on the following items:

- Partnership with Walden University
- PBIS (Positive Behavioral Interventions and Supports)
- Gates Foundation

4. Consent Agenda

6:50 – 6:54 PM

A. Minutes of Board of Trustees Regular Board Meeting, September 16, 2020

B. Minutes of Board of Trustees Workshop Meeting, September 24, 2020

C. Minutes of Board of Trustees Special Board Meeting, September 30, 2020

D. Minutes of Board of Trustees Special Board Meeting, October 15, 2020

E. 2020 Property Value Study from Linebarger Goggan Blair & Sampson, LLP

F. Fabens ISD Monthly and Quarterly Financial Reports

G. Texas School Safety Center Campus Facility Reports

Under this portion Mr. Ben Morales motioned and Ms. Rosamaria Gallo-Avitia seconded to approve Consent Agenda Items as presented:

Ms. Sylvia Gonzales wanted confirmation by Dr. Vijil that board members had received Item 4G attachment with their packets. Dr. Vijil confirmed that they did.

Motion Carried 5 – 1
Abstaining: R. Gallo-Avitia

5. Board of Trustees Business

6:54 – 8:16 PM

A. Discuss and Take Appropriate Action Regarding the Distribution of the Proceeds of the Settlement between Fabens ISD, as a Member of the Rate 41 Group Intervenors, and Public Utility Commission Applicants El Paso Electric Company and Sun Jupiter Holdings in the Public Utility Commission of Texas Proceeding Related to the Sale, Transfer, or Merger of El Paso Electric Company to a J.P. Morgan Infrastructure Investments Fund, Docket No. 49849, Public Utility Commission of Texas.

6:54 – 7:02 PM

Dr. Vijil opened the item and invited Mr. Anthony Safi, District Legal Counsel, to present the item. He explained the details of the settlement and the distribution of the \$2,000,000 settlement by El Paso ISD as fiscal agent. Each entities' portion was based on the % of attorney fees paid which was determined by the annual kWh used. Mr. Rey Sepulveda motioned and Ms. Sylvia Gonzales seconded to accept as presented and explained by legal counsel.

Motion Carried 6 – 0

B. Selection of November 2020 Board Meeting Date to Finalize Fabens ISD Board of Trustees Election

7:18 – 7:23 PM

Dr. Vijil opened the item and explained that the election is on November 3, 2020, canvassing for the Board of Trustees must be done between Friday, November 6, 2020 and Tuesday, November 17, 2020. After a brief discussion, Mr. Greg Spence motioned and Ms. Sylvia Gonzales seconded to approve November 17, 2020 for the date of the regular board meeting and canvassing of the election results.

Motion Carried 6 – 0

C. Discussion and Approval of Revisions to Fabens ISD board Policy DED (Local) Compensation and Benefits – Vacation and Holidays

7:23 – 7:25 PM

Dr. Vijil opened the item and explained the attachment in their packets. Mr. Rey Sepulveda motioned and Mr. Ben Morales seconded to approve the removal of the first statement in the policy.

Motion Carried 6 – 0

D. Wildcat Den Update

7:26 – 7:47 PM

Dr. Vijil opened the item and welcomed Mr. Ruben Carrillo. Mr. Carrillo reviewed the report submitted by Mr. Robert Martinez with VEMAC to the Texas Department of Licensing and Regulations of all the corrections made to date and answered questions from the Board.

E. Fabens ISD Roof Update

7:03 – 7:08 PM

Dr. Vijil opened the item and invited Mr. Brad Draper with ARMKO to present the item. Mr. Draper reviewed the damages and awarded amounts to the different facilities on the roof claims. He did state that after reviewing the findings, the insurance company was very generous and he was verifying the square footage listed. He did state he would be meeting with Mr. Carrillo to get dates for bids and would be presenting to the Board with submissions.

F. Program Evaluations: GT and Bilingual /ESL

7:47 – 8:07 PM

Ms. Michele Gonzalez, Assistant Superintendent, provided a Power Point presentation with required information to the Board and community regarding our GT and Bilingual/ESL Programs. After the presentation, Ms. Gonzalez answered questions from the Board.

G. Memorandum of Understanding to Provide Child and Adolescent Behavioral Health Services via Telehealth

8:07 – 8:16 PM

Ms. Michele Gonzalez presented the item. She said this was an opportunity to bring in Texas Tech doctors to provide telehealth services to our students. She reviewed the logistics of the agreement. She highlighted the update to the MOU (Page 2 of the MOU) Article 4 – and read the paragraph stating there is not obligation of payment to

either Party by the other Party. After answering questions from the Board, Mr. Ben Morales motioned and Mr. Rey Sepulveda second to approve the MOU to provide child and adolescent behavioral health services via telehealth.

Motion Carried 6 – 0

**H. Cooperative Agreement between Fabens ISD and Pediatric Urgent Care, P.A.
7:08 – 7:18 PM**

Dr. Vijil opened the item and invited Mr. Kevin Pearce with Pediatric Urgent Care to present the item and answer any questions the Board may have. After explaining the program and what it offers, Ms. Sylvia Gonzales motioned and Mr. Ben Morales seconded to approve the agreement as presented.

Motion Carried 5 – 0

Mr. Greg Spence lost
Internet connection and did not vote

**6. Lone Star Governance
8:17 – 8:18 PM**

**A. Discuss and Approve Superintendent Constraints and Superintendent
Constraint Progress Measures
8:17 – 8:18 PM**

Dr. Vijil opened the item and reviewed the Constraints that were created with the Board. Ms. Sylvia Gonzales motioned and Mr. Ben Morales seconded to approve the Superintendent Constraints and Superintendent Constraint Progress Measures.
Attached to the minutes.

Motion Carried 6 – 0

**7. 2020 – 2021 New Hires
8:18 – 8:20 PM**

Ms. Audry Ortegon read off the list of new hires and welcomed them to the Wildcat Family.

Mr. Marcel Sanchez, FHS English Teacher and

Mr. Hugo Tellez, Central Office Accounts Payable Child Nutrition Clerk.

**8. Adjourn
8:20 PM**

There being no further business meeting was adjourned at 8:20 PM

Fabens ISD – Superintendent Constraints And Constraint Progress Measures

1. Superintendent shall not allow the District to be fiscally unsound.

- The number of days of cash on hand and current investments in the general fund for the school district will increase from a score of 4 points in November 2020 on the Financial Integrity Rating System of Texas (FIRST) rating to 8 points by November 2024.
- The score of current assets to current liabilities ratio for the school district sufficient to cover short-term debt will increase from 4 points in November 2020 on the Financial Integrity Rating System of Texas (FIRST) rating to 8 points by November 2024.
- The number of consecutive years a balanced budget is presented to the board for adoption/approval will increase from 1 in August 2019 to 5 in August 2024

2. Superintendent shall not allow any tolerance for bullying or harassment in Fabens ISD.

- The number of campuses incorporating PBIS anti-bullying lessons to students will increase from 2 in August 2020 to 4 by August 2021.
- The percentage of Fisd staff participating in quarterly anti-bullying workshops/training sessions will increase from 0% in August 2020 to 95% in August 2022.

3. Superintendent shall not allow adult preferences or conveniences to distract from accomplishing the student outcome goals.

- The general budget will reflect a proportionate amount allocated per campus based on student enrollment from August 2020 to August 2024.
- The number of K-2 students invited to intervention and enrichment through scheduled intercession week will increase from 0% in October 2019 to 100% in October 2024.

Minutes of Special Meeting

The Board of Trustees Fabens ISD

A Special Meeting of the Board of Trustees of Fabens ISD will be held November 5, 2020 beginning at 6:00 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

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

Members Absent: None

Administrators Present: Dr. Veronica Vijil Ms. Michele Gonzalez

**Administrators Present
via Teleconference:** Mario Dominguez
Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance

6:04 PM

The meeting was called to order at 6:04 PM by Mr. Orlando Flores, Board President. All members were in attendance. The Pledge of Allegiance was recited by everyone.

2. Communication and Visitors

6:04 PM

- A. To Submit Questions or Comments – please email: boardmeeting@fabensisd.net
B. Please click the link below to join the webinar: https://www.youtube.com/channel/UC-x1AKV1N4MC4_bH1ShDLdg/videos?view_as=subscriber or at www.fabensisd.net a link is available under the Fabens ISD Announcements Webinar ID # 970 6729 5958
Under this portion of the meeting, no one addressed the Board.

3. Board of Trustees Business

6:05 – 7:10 PM

A. Approval of Region 19 COVID-19 Prevention and Mitigation Waiver Approved by TEA

6:05 – 7:01 PM

Dr. Vijil opened the item and reviewed/explained the information on the TEA approved waiver included in the packet received by the Board members. Questions were asked by the Board for both Dr. Vijil and Dr. Hector Ocaranza, from the El Paso Health Department. Safety concerns for students and staff were voiced and discussed. After the discussion, Mr. Adan Escobar motioned and Mr. Rey Sepulveda seconded to approve the Region 19 Prevention and Mitigation Waiver approved by TEA.

Motion Carried 5 – 2
Voting Against: R. Gallo-Avitia
and B. Morales

B. Attestation for Hold Harmless the Third (3rd) Six Weeks

7:02 – 7:10 PM

Dr. Vijil opened the item and explained the Attestation Statement for ADA Hold Harmless Beyond the First Two Six-Week Reporting Periods from TEA. After answering a few questions, Mr Greg Spence motioned and Mrs. Sylvia Gonzales seconded to approve the Attestation Statement for ADA Hold Harmless Beyond the First Two Six-Week Reporting Periods from TEA.

Motion Carried 7 - 0

4. Adjourn

7:10

There being no further business meeting was adjourned at 7:10 PM.

Minutes of Emergency Meeting

The Board of Trustees Fabens ISD

An Emergency Meeting of the Board of Trustees of Fabens ISD will be held November 10, 2020 beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

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

Members Absent: None

Administrators Present: Dr. Veronica Vijil Ms. Michele Gonzalez

**Administrators Present
via Teleconference:** Mario Dominguez

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance

6:33 – 6:35 PM

The meeting was called to order at 6:33 PM by Mr. Orlando Flores, Board President.

All members were attendance, the Pledge of Allegiance was recited by everyone.

Board President, Mr. Orlando Flores asked for a moment of silence for employees:

Mr. Marcelino Palacio, Coach Charlie Brown, and community members Ms. Veronica Chavez and Mr. Rey Sepulveda, all who recently passed away.

2. Communication and Visitors

6:35 PM

A. To Submit Questions or Comments – please email:

boardmeeting@fabensisd.net

B. Please click the link below to join the webinar:

https://www.youtube.com/channel/UC-x1AKV1N4MC4_bH1ShDLdg/videos?view_as=subscriber or at www.fabensisd.net a link is available under the Fabens ISD Announcements Webinar ID # 943 3520 7971

No questions or comments under this portion of the meeting.

3. Board of Trustees Business

6:35 – 7:245 PM

A. Discussion on Protocol of Return of Students, Teachers and Staff in
Light of the COVID-19 Pandemic in El Paso County

Mr. Rey Sepulveda opened the item and asked for clarity and transparency in order for all to be aware of what is happening in the district.

Dr. Vijil commented about the protocol in place to ensure a safe environment, receiving notification about positive cases and contact tracing which is very time sensitive, following guidance from CDC, TEA and local health authorities, the district's rapid testing, and her request for help from the health department with contact tracing.

Comments/concerns made by board members:

- Waivers and keeping board informed
- Protocol for quarantined employees
- Clarity – make sure everyone is on the same page
- Minimizing risks
- Preventing cases
- Testing frequency

4. Mr. Flores thanked the Board and Administration for their leadership
Adjourn

7:24 PM

Prior to adjoining, Mr. Orlando Flores wished all veterans a Happy Veterans Day tomorrow.

There being no further business meeting was adjourned at 7:24 PM

WALDEN UNIVERSITY DELIVERS DIGITAL TEACHING AND LEARNING SOLUTIONS FOR K-12 EDUCATORS



SUCCESSFULLY IMPLEMENTING DIGITAL TEACHING AND LEARNING IN K-12 SETTINGS

Walden University is committed to providing meaningful and effective solutions to assist K-12 educators in developing the highest quality digital teaching and learning experiences for teachers, students, and their parents. The need for Walden's expertise in digital teaching and learning has never been greater, as evidenced by the frustration and disillusionment experienced by students, teachers, parents and administrators in the wake of the coronavirus pandemic. The result of the unexpected and immediate shift to "Emergency Remote Teaching" has exposed the urgent need for comprehensive and effective solutions that help K-12 educators deliver quality digital teaching and positive learning outcomes for students.

Walden University's consulting services leverage our experience in digital teaching and learning to support the successful implementation of distance learning solutions in K-12 schools. Walden's goal is to assist educators in providing effective digital teaching and learning, capitalizing on recent advances in learning science and technology, and sustaining quality education to maximize student learning.

WALDEN'S LEGACY IN DIGITAL TEACHING AND LEARNING



OVER 25 YEARS OF EXPERIENCE

in the sustained delivery of high-quality digital teaching and learning experiences to students seeking various undergraduate and graduate degrees.



EXPERIENCE MOTIVATING MINORITY STUDENTS

to achieve their education goals; Walden is No. 1 among 377 accredited U.S. institutions for awarding doctorates to African Americans (according to the Survey of Earned Doctorates, National Science Foundation, 2018).



A PASSION FOR EQUITY AND DIVERSITY

in education as evidenced by Walden's rich history of addressing the needs of diverse populations through a sustained commitment to increasing access to educational opportunities for all.



EXPERIENCE DESIGNING AND DEVELOPING

technology-assisted, individualized instructional solutions and effective digital teaching and learning strategies—incorporating the latest advances in immersive technologies and artificial intelligence.

EXPERIENCE PREPARING K-12 TEACHERS AND ADMINISTRATORS

Walden University has a 50-year history of providing distance education, positive student outcomes, and access to quality higher education for underserved communities. Walden University is accredited by the Higher Learning Commission (www.hlcommission.org). As a leader in higher education online learning, Walden has decades of experience preparing thousands of K-12 teachers and educators to provide the highest quality of instruction, demonstrate evidence of student learning, and narrow the achievement gap. As graduates of Walden, our alumni know what it means to teach and to advance learning online.

FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Dr. Darrell Luzzo, Senior Vice President & General Manager | darrell.luzzo@mail.waldenu.edu | 410-350-9139

WALDEN UNIVERSITY DELIVERS DIGITAL TEACHING AND LEARNING SOLUTIONS FOR K-12 EDUCATORS

Many Walden University faculty in the Riley College of Education and Leadership are leaders in their fields, with specific knowledge and experience across many of the pressing issues that concern K-12 teachers in their transition to digital teaching and learning environments:

- ✓ Student Assessment and Evaluation
- ✓ Parent/Guardian Engagement in Student Learning
- ✓ Specialized Instructional Needs Planning and Design
- ✓ Student Motivation, Engagement, and Behavior Management



WALDEN UNIVERSITY

THE RICHARD W. RILEY
College of Education and Leadership

Walden's Richard W. Riley College of Education and Leadership, named for the former Secretary of the U.S. Department of Education, is accredited by the Council for the Accreditation of Educator Preparation (CAEP), and it is home to more than 150 state teachers of the year from 50 states.

STRATEGIC DIGITAL PARTNER TO K-12 SCHOOLS

Walden University's digital teaching and learning consulting services provide K-12 leaders and administrators with real, practical solutions to address their immediate and long-term needs. Walden actively supports K-12 schools as they prepare for increased use of digital teaching and learning tools as part of the inevitable transition to the "new normal" of instructional delivery.

THIS INCLUDES:



Comprehensive Gap Analysis to evaluate and assess digital teaching and learning readiness (i.e., strengths and weaknesses) for delivering high quality online instruction and maximizing student learning



Development of a Digital Teaching and Learning Plan to identify useful and effective tools for schools and school districts to address immediate, short-term, medium-term, and long-term priorities



Execution of the Plan to work side-by-side with educational administrators and school leaders to identify and implement real, practical solutions to fix what is not working and establish embedded practices for ongoing quality improvement.

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FOR ADDITIONAL INFORMATION, PLEASE CONTACT:

Dr. Darrell Luzzo, Senior Vice President & General Manager | darrell.luzzo@mail.waldenu.edu | 410-350-9139

Master Services Agreement

by and between

Walden University, LLC. and Fabens Independent School District

This MASTER SERVICES AGREEMENT (the "Agreement"), is made and entered into this 21st October 2020 ("Effective Date") by and between Fabens Independent School District, with offices at 821 NE G Avenue, Fabens, TX (hereinafter referred to as "Client"), and Walden University, LLC (Walden), a Florida limited liability company with offices at 7065 Samuel Morse Drive, Columbia, MD 21046, and it defines the agreement between Client and Walden for consulting services that will be rendered to Client by WALDEN DIGITAL EDUCATION SOLUTIONS, a division of Walden (hereinafter referred to as "Consultant"), pursuant hereto.

WHEREAS, Client desires to obtain certain Services of Consultant including, but not limited to, readiness evaluation, strategic planning, and execution support of digital teaching and learning, and Consultant agrees to provide and perform such Services in all cases as an independent contractor in accordance with the terms and conditions of this Agreement and SOWs entered into by the parties as provided for herein;

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the parties agree as follows:

1 DEFINITIONS

"Confidential Information"

Any information received by either party from or on behalf of the other party in the course of conducting business under this Agreement that is or should reasonably be understood to be the confidential or proprietary information of or concerning the disclosing party, including but not limited to, trade secrets, commercial, and technical information, customer or client lists, programs, procedures, data, documents, computer information and databases, business plans, budget forecasts, business arrangements, information regarding specific transactions, financial information and estimates, and long-term plans and goals.

"Deliverables"

Elements of the Work Product to be delivered to Client as defined and identified in a particular Statement of Work.

"Employees"

All employees, agents (including, without limitation, employees of such agents), and contractors (including, without limitation, employees of such contractors) of Consultant.

"Statement of Work" or "SOW"

A document executed pursuant to this Agreement, substantially in the form attached as Exhibit "A" hereto, that describes Services to be performed and compensation to be paid to Consultant therefor.

- "Services"** The work, as described in any SOW executed pursuant to this Agreement, which will be performed by Consultant for the benefit of Client.
- "Third Party Intellectual Property"** Intellectual property rights which belong to an individual or entity not a party to this Agreement.
- "Work Product"** Deliverables, data, information, designs, know-how, software, inventions, works of authorship, and other material and intellectual property developed or prepared by Consultant in the course of, or resulting from, the performance of a Statement of Work.

2 FRAMEWORK, TERM, TERMINATION AND DELAY

- 2.1** As a master framework agreement, this Agreement permits the parties to contract for multiple projects as may be agreed upon from time to time by entering into individual Statements of Work, which shall be governed by the terms and conditions contained herein.
- 2.2** This Agreement shall commence on the Effective Date and continue for a period of three (3) years ("Initial Term") unless earlier terminated in accordance with this Agreement. This Agreement will automatically renew at the end of the Initial Term, and each term thereafter, for additional one-year periods (each a "Renewal Term," and together with the Initial Term, the "Term") until terminated in accordance with this Agreement. Expiration of this Agreement does not affect any SOW hereunder, which shall survive in accordance with its terms and continue to be governed by the terms herein.
- 2.3** This Agreement, or any SOW formed under this Agreement, may be terminated with or without cause by Client with not less than thirty (30) days prior written notice to the Consultant or by Consultant with not less than ninety (90) days prior written notice to the Client. Termination of this Agreement does not automatically operate to terminate existing SOWs, which shall continue to be governed by the terms herein. In the event that this Agreement is terminated, Consultant shall (i) cause its Employees to continue to render Services under existing SOWs that have not been terminated, and shall be paid compensation therefor in accordance with the terms of the SOW and (ii) take action as may be necessary or as Client may direct to protect and preserve the property related to the Services which is in Consultant's possession and in which Client has or may acquire an interest. Alternatively, Client may elect to terminate individual SOWs, at Client's discretion. Termination of an individual SOW does not operate to terminate other SOWs or this Agreement. Termination shall not relieve either party of any obligation accrued prior to the termination date. Any termination under this section must be made in writing and sent to the appropriate party listed in Section 12.4 of this Agreement.
- 2.4** Client may immediately terminate this Agreement and/or any associated SOWs if Consultant is in material breach of the Agreement and/or any SOW and said breach is not cured by Consultant within ten (10) business days from the receipt by Consultant, of written notice, specifically identifying the alleged breach and proposed steps to remedy the same. Consultant may terminate this Agreement and/or any associated SOWs only if Client has failed to pay when due a material amount of undisputed fees and said failure to pay is not cured by Client within forty-five (45) days from the receipt by Client of written notice specifically identifying the alleged amount due.

3 MODIFICATIONS

- 3.1 Any changes to this Agreement, or any SOW formed hereunder, must be memorialized in writing, reviewed, agreed upon and signed by both parties.
- 3.2 The terms presented in this Agreement are the sole terms that define this Agreement. Any terms present on a quote, purchase order, "click through", or invoice issued pursuant to this Agreement are null and void.
- 3.3 In the event of a conflict or inconsistency between the terms and conditions of this Agreement and the terms and conditions of a SOW, the terms and conditions of this Agreement shall control unless such terms and conditions are incorporated within the "Special Terms" section of the SOW and expressly identify the sections of the Agreement to be superseded.

4 SERVICES

- 4.1 Consultant shall render the Services hereunder to Client as mutually agreed and on a per project basis. Upon identification of a project to be performed by Consultant during the Term of this Agreement, Client or Consultant shall prepare a Statement of Work in the form attached hereto as Exhibit A, which shall detail the scope and duration of the Services provided by Consultant for the project in question. Upon obtaining Consultant's consent to work on a project, the Statement of Work shall be signed by the parties and attached hereto. Consultant's engagement with respect to such projects shall thereafter be governed by this Agreement.
- 4.2 After termination of this Agreement, no further SOWs may be placed under this Agreement. However, any mutually executed SOWs shall continue until terminated or expired in accordance with the particular SOW and such SOWs shall, through completion, remain subject to the terms of this Agreement.
- 4.3 Client agrees to provide to Consultant the information and assistance described in a Statement of Work. Client agrees that if Consultant's Employees are required to perform the Services at Client's facility, Client shall provide adequate working space, facilities and equipment for such Consultant's Employees.
- 4.4 Either Client or Consultant shall have the right to request changes and modifications to a Statement of Work; however, no changes shall be made to a Statement of Work unless such changes are agreed to in writing by the parties in a formal contract amendment or addendum. Such changes may result in an equitable adjustment in schedule or contract price.
- 4.5 Client is not obligated to issue, nor is Consultant obligated to accept, any Statement of Work under this Agreement. This Agreement between Client and Consultant is not exclusive and the parties are free to engage in other relationships of a similar nature with other parties.
- 4.6 Consultant will keep Client informed in a timely manner of its actions and results of its efforts on behalf of Client. Conference calls to review progress shall be scheduled to take place as presented in a particular Statement of Work issued hereunder.

5 PAYMENT AND PRICING

- 5.1 All fees to be charged to the Client will be outlined in SOW documents agreed to in writing between the Client and Consultant.
- 5.2 Projects and project budgets will be outlined in the SOW documents that will be approved in advance by the Client and Consultant before the Services are initiated. Budgets and operating activities will be approved in advance and in writing by Client before Consultant commits substantial time or resources.
- 5.3 Charges for Services of Consultant personnel will be made at the agreed-upon financial structure, e.g., hourly rates, project fee, monthly retainer, as required to provide counsel and carry out the programs and activities approved by Client.
- 5.4 Consultant shall invoice Client in accordance with the applicable SOW. Payment terms for undisputed amounts shall be "Net 30" from receipt of a complete and accurate invoice. Invoices shall be sent to the address included in the SOW.

In the event Client has a good faith dispute regarding an amount invoiced, Client may withhold payment for that amount only. Client will provide a written explanation to Consultant regarding the disputed amount within fifteen (15) business days of receipt of invoice. The parties will cooperate to resolve any disputed charges within thirty (30) days and Client will then pay any additional amount due within thirty (30) days of such resolution.

- 5.5 Client agrees to pay amounts equal to any applicable value added tax, provincial, municipal, or local sales, use, excise, privilege or other taxes or assessments, however designated or levied, relating to any amounts payable by Client to Consultant hereunder, and any taxes or amounts in lieu thereof paid or payable by Consultant, exclusive of taxes based on Consultant's net income or net worth. Consultant will invoice Client for any taxes payable by Client that are required to be collected by Consultant pursuant to any applicable law, rule, regulation or other requirements of law.

6 ACCEPTANCE OF DELIVERABLES

- 6.1 All Deliverables identified in a SOW shall be subject to acceptance by Client to verify that the Deliverables satisfy the acceptance criteria set forth in the applicable Statement of Work.
- 6.2 Client shall give Consultant written notice if Client determines that a Deliverable does not conform to the acceptance criteria. Consultant shall, at no cost to Client, promptly correct any deficiencies. Upon completion of the corrective action by Consultant, Client will reconsider acceptance of the Deliverable. If the Deliverable still does not conform to the acceptance criteria, Client may (i) immediately terminate the applicable Statement of Work without any further obligation or liability of any kind; or (ii) require Consultant to continue to attempt to correct the deficiencies, at Consultant's sole cost and expense, reserving the right to terminate the SOW at any time.

7 MUTUAL NONDISCLOSURE

- 7.1 In connection with the business relationship between Consultant and the Client, representatives of Consultant and Client may disclose or reveal to the other, either orally, in writing or by inspection, Confidential Information as to their respective businesses.
- 7.2 Each party will keep the other party's Confidential Information confidential. Specifically, each party receiving Confidential Information agrees not to disclose such Confidential Information except to those directors, officers, employees and agents of such party (i) who reasonably need to know such information and (ii) who have been informed of their obligation to maintain the confidential, proprietary and/or trade secret status of such Confidential Information. Each party acknowledges that it has all requisite authority under applicable laws to provide the other party with access to Confidential Information. Each party receiving Confidential Information further agrees that it will not use such Confidential Information except for the purposes set forth in this Agreement. Each party receiving Confidential Information shall treat such information as strictly confidential, and shall use the same care to prevent disclosure of such information as such party uses with respect to its own confidential and proprietary information, provided that in any case it shall not use less than a reasonable degree of care.
- 7.3 The receiving party shall promptly notify the disclosing party in the event the receiving party learns of any unauthorized possession, misuse or disclosure of the Confidential Information and will provide such cooperation as the disclosing party may reasonably request, at the disclosing party's expense, in any litigation against any third parties to protect the disclosing party's rights with respect to the Confidential Information.
- 7.4 Except as otherwise provided by law, neither party shall disclose the terms of the Agreement or any SOW to any third party; provided, however, that either party may disclose the terms of this Agreement or any SOW to its professional advisers, or to any potential investor or acquirer of a substantial part of such party's business (whether by merger, sale or assets, sale of stock or otherwise), provided that such third party is bound by a written agreement or legal duty on such terms at least as strict as those set out in this Section 7 to keep such terms confidential.
- 7.5 Notwithstanding the foregoing, the preceding provisions of Section 7 will not apply to information that: (i) is publicly available or in the public domain at the time disclosed; (ii) is or becomes publicly available or enters the public domain through no fault of the recipient; (iii) is rightfully communicated to the recipient by a third party without any confidentiality obligations with respect thereto; (iv) is rightfully already in the recipient's possession free of any confidentiality obligations with respect thereto at the time of disclosure; (v) is independently developed by the recipient; or (vi) is approved for release or disclosure by the disclosing party without restriction. Each party may disclose Confidential Information to the limited extent necessary: (a) to comply with the order of a court of competent jurisdiction or other governmental body having authority over such party; (b) to comply with applicable law or regulation requiring such disclosure; or (c) to make such court filings as may be required to establish a party's rights under this Agreement; provided that in any circumstance the party making the disclosure will first have given notice to the other party and made a reasonable effort to obtain a protective order.
- 7.6 The obligations of confidentiality and non-use contained herein shall survive any termination or expiration of this Agreement for a period of three (3) years.

8 RIGHTS IN WORK PRODUCT

- 8.1 The parties agree that neither party transfers, by operation of this Agreement, any intellectual property right that either party owns, and each party shall retain all rights, title, and interest in intellectual property provided by such party to the other party under this Agreement. Upon Client's payment of fees under the applicable SOW, Consultant hereby grants to Client a non-exclusive, non-transferable, royalty-free license to use the Deliverables.
- 8.2 Notwithstanding anything to the contrary herein, Client agrees that Consultant and its Employees shall be free to use and employ their general skills, know-how and expertise, and to use, disclose, and employ any generalized ideas, concepts, know-how, methods, techniques or skills gained or learned during the course of any Statement of Work performed hereunder, subject to its obligations respecting Client's Confidential Information pursuant to Section 7 of this Agreement. Client understands and agrees that Consultant may perform similar Services for third parties using the same personnel that Consultant may utilize for rendering Services for Client hereunder, subject to Consultant obligations respecting Client's Confidential Information pursuant to Section 7 of this Agreement.

9 WARRANTY

- 9.1 The parties enter into this Agreement in good faith. Each party shall perform its respective obligations hereunder in compliance with all applicable laws.
- 9.2 Client warrants and represents that it has the right to disclose all information transmitted to Consultant pursuant to this Agreement and that such information shall not infringe any Third Party Intellectual Property rights including, but not limited to, any patent, trademark, copyright, trade secret, or other intellectual property right.
- 9.3 The parties may agree in any Statement of Work upon additional warranties which will apply to the Deliverables under such Statement of Work in addition to those set forth above.
- 9.4 EACH PARTY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

10 INDEPENDENT CONTRACTOR

- 10.1 Consultant and each of its Employees shall perform the Services as an independent contractor, and nothing contained in this Agreement or in any Statement of Work shall be construed to create or imply a joint venture, partnership, principal-agent or employment relationship between the parties or between Client's employees and Consultant's Employees. Consultant and each of its Employees shall not take any action or permit any action to be taken on its behalf, which purports to be done in the name of or on behalf of Client. Neither Consultant nor any of its Employees shall, in any sense, be considered employees or agents of Client. Consultant or its Employees shall not be eligible or entitled to any benefits, perquisites or privileges given or extended to Client employees.

11 **NONSOLICITATION**

During the Term of this Agreement and for one (1) year thereafter, neither party shall hire or solicit the employment of any employee of the other party. Notwithstanding the foregoing, nothing herein shall prevent a party from hiring an employee of the other party, if that employee has independently responded to a vacant position posted in the ordinary course of business where such posting is not directly aimed at the other party's employees and the employee was not solicited for said vacant position.

12 **MISCELLANEOUS**

- 12.1 **Force Majeure:** To the extent that either party's performance under this Agreement or any SOW hereunder is prevented or delayed, either totally or in part, for reasons beyond that party's control such as an act of God, war, or government authority, a labor strike or labor dispute, a fire, flood, or other natural disaster, then that party will not be liable, so long as it resumes performance as soon as practicable after the reason preventing or delaying performance no longer exists.
- 12.2 **Assignment:** This Agreement will be binding upon and inure to the benefit of each of the parties, their successors and assigns. Neither party may assign this Agreement or any SOW hereunder or assign its rights or delegate its duties hereunder, without the prior written consent of the other party (except in connection with a merger, sale of all or substantially all of a party's assets or other form of corporate reorganization of that party, provided that the assigning party shall provide written notice to the other party) and any purported assignment in violation of this Section will be without force or effect.
- 12.3 **Waiver:** The failure of a party to enforce any provision of this Agreement or any SOW hereunder shall not constitute a waiver of such provision or the right of such party to enforce such provision and every other provision.
- 12.4 **Notice:** Day to day communications regarding the Services should be provided to the liaisons identified in the SOW. Any legal notices or consents pursuant to this Agreement shall be in writing and shall be sent to the parties at the following address or at such other address as shall be specified by the parties in any Statement of Work or by like notice:

If to Client: Name Fabens ISD
 Address 821 NE G Ave. Fabens, TX 79838

If to Consultant: Walden University, LLC
 7065 Samuel Morse Drive
 Columbia, MD 21046
 Attention: General Counsel

With a copy to Client's liaison identified in the SOW.

Such notices, consents or other communications shall be deemed to have been duly given and received (i) on the day of sending if sent by personal delivery, (ii) on the next business day after the day of sending if sent by overnight delivery service, or (iii) when delivered, if sent by registered or certified mail (return receipt requested).

- 12.5 **Advertising:** Neither party will use any trade name, trademark, service mark, logo or commercial symbol, or any other proprietary rights of the other party or its affiliates in any manner (including without limitation, reference to the other party as a client, customer or supplier in any press release, advertisement or other promotional material).
- 12.6 **Survival:** All payment obligations accrued prior to the date of termination and Sections 7 (Mutual Nondisclosure), 8 (Rights in Work Product), 9 (Warranty), 10 (Independent Contractor), 11 (Nonsolicitation), and 12 (Miscellaneous) shall survive the expiration or earlier termination, for any reason, of this Agreement or any applicable Statement of Work.
- 12.7 **Entirety:** This Agreement and the exhibits attached hereto constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior communications, written or oral, with respect thereto. This Agreement may only be amended or modified by a writing duly executed by both parties that expressly references and amends this Agreement.
- 12.8 **Severability:** If any part of this Agreement or any part of a Statement of Work shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable as to particular provisions, this Agreement or such Statement of Work shall remain in full force and effect as to the remaining provisions.
- 12.9 **Authority:** Each individual executing this Agreement and any SOW hereunder on behalf of a party represents and warrants that he/she is duly authorized to execute and deliver this Agreement or such SOW (as applicable) on behalf of said party and that this Agreement and any SOW hereunder is binding upon said party in accordance with this Agreement's terms.
- 12.10 **Counterparts:** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together will constitute one and the same instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission or email via a portable document format "pdf", or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, which will have the same effect as physical delivery of the paper document bearing the original signature.

IN WITNESS WHEREOF, each party hereto has caused this Agreement to be executed by its duly authorized representative as of the Effective Date.

WALDEN UNIVERSITY, LLC

By: _____
(signature)

Name: _____
(Print name)

Title: _____

Date: _____

Fabens Independent School District

By: Veronica Vijil
(signature)

Name: Veronica Vijil
(Print name)

Title: Superintendent

Date: 11/02/2020

EXHIBIT A**WALDEN UNIVERSITY***A higher degree. A higher purpose.***Statement of Work**

This Statement of Work ("SOW") is made and entered into this 21st October 2020 (the "SOW Effective Date") by and between Walden University, LLC. ("Consultant") and Fabens Independent School District ("Client") in connection with a certain project ("Project") identified below pursuant to the Master Services Agreement ("Agreement") between Client and Consultant dated November 2, 2020. The terms and conditions of the Agreement are hereby incorporated by reference.

I. Overview

- a. **Engagement Start Date: November 2020**
Engagement End Date: April 31, 2021
- b. **Project Description:** Walden University will provide digital teaching and learning consulting services to support the ongoing implementation of online, hybrid, and blended teaching in the Fabens Independent School District. Consulting services provided will include (but not be limited to) individual interviews with designated school and school district representations (e.g., principals, teachers), the delivery of a Readiness Evaluation Gap Analysis report based on the interviews with representatives, development of a Digital Teaching and Learning Strategic Plan, and—where appropriate—1:1 and small group training of teachers, administrators, and other district staff.

II. Administrative Information

Role	Name	Title	Telephone
Client Project Contact			
Consultant Account Manager	Darrell A. Luzzo	Senior Vice President & General Manager	410-350-9139
Consultant Resource			

The primary liaison for Client will be Veronica Vijil. The primary liaison for Consultant will be Darrell A. Luzzo.

Consultant will keep Client informed in a timely manner of its actions and results of its efforts in behalf of Client. Conference calls to review progress shall be scheduled to take place every two-to-three weeks, to commence the week of November 16, 2020.

III. Pricing and Payment Schedule

The services outlined above will be offered at NO COST to Fabens ISD. If during the course of this consulting project, Fabens ISD requests services or support that will incur a financial charge, a separate SOW will be developed and executed for such purposes.

IV. Special Terms

Terms that modify, eliminate or add to the legal rights and remedies of the parties under the Agreement, or which conflict with the terms and conditions of the Agreement, must appear in this section to have legal force and effect, or they shall be rendered ineffectual.

IN WITNESS WHEREOF, each party hereto has caused this Statement of Work to be executed by its duly authorized representative as of the SOW Effective Date.

WALDEN UNIVERSITY, LLC.

By: _____

Name: _____
(Print name)

Title: _____

Date: _____

Fabens Independent School District

By: Veronica Vijil
(signature)

Name: Veronica Vijil
(Print name)

Title: Superintendent

Date: 11/02/2020



Non-Disclosure Agreement

The purpose of this Non-Disclosure Agreement (the "Agreement"), dated as of the final signature below (the "Effective Date"), is to set forth the mutual understanding of the parties hereto with respect to certain information and materials relating to, and that may be furnished by or made available to, each of Walden University, LLC, a Florida limited liability company with an address at 7065 Samuel Morse Drive, Columbia, MD 21046 ("Walden"), and [REDACTED], a [REDACTED] corporation with an address at [REDACTED], 821 NE G. Avenue, Fobens ("Company"), in connection with discussions between Walden and Company regarding a possible business transaction or relationship related to [REDACTED] (the "Transaction"). The party who furnishes Confidential Information (as defined below) is referred to herein as a "Disclosing Party" and the party receiving such Confidential Information is referred to as the "Recipient."

1. (a) As a condition to the furnishing by the Disclosing Party of the Confidential Information, Recipient agrees (i) that the Confidential Information may be used by Recipient and its directors, officers, employees, agents or advisors (including only attorneys and accountants and any representatives of such advisors) (collectively, the "Representatives") solely for the purpose of evaluating and consulting on the Transaction, and (ii) that Recipient and its Representatives will keep such Confidential Information strictly in confidence and will not disclose the Confidential Information to any person or entity, except as otherwise expressly provided herein. Each Recipient Representative to whom such Confidential Information is disclosed must have (i) a need to be provided access to such Confidential Information for the purpose of evaluating the Transaction, (ii) been informed of the confidential nature of the Confidential Information, (iii) agreed to use the Confidential Information solely for the purpose of evaluating or consulting on the Transaction, and (iv) agreed to abide by binding obligations of confidentiality substantially similar to those contained herein.

(b) For purposes of this Agreement, the term "Confidential Information" shall include all technical, financial, business, marketing and other information of a confidential or proprietary nature disclosed by or on behalf of the Disclosing Party to Recipient or its Representatives prior to, on or after the date of this Agreement, in any form or medium, whether or not designated orally, visually or in writing as confidential (or like designation) at the time of disclosure, including, without limitation, all data, reports, interpretations, forecasts, projections, budgets, records, formulas, patterns, client project reports, compilations, programs, course materials, compositions, devices, methods, techniques, drawings, processes, computer programs, algorithms, inventions, designs, financial data, financial plans, product plans, lists or information concerning actual or potential students, information regarding business plans and operations, methods and plans of operation, marketing strategies, sales and distribution plans or strategies, cost information, pricing strategies and other information concerning or relating to the Disclosing Party or its projects furnished by or on behalf of the Disclosing Party in connection with the Transaction; provided, however, that Confidential Information shall not include information that (i) was or becomes generally available to the public other than as a result of a disclosure by Recipient or its Representatives in violation of this Agreement, (ii) was or becomes available to Recipient on a non-confidential basis from a source other than the Disclosing Party or its

Representatives, (iii) was within Recipient's possession or that of its Representatives prior to its being furnished to Recipient by or on behalf of the Disclosing Party hereunder, or (iv) is independently acquired or developed by Recipient or its Representatives without use of the Disclosing Party's Confidential Information. The foregoing obligations and restrictions shall also apply to the extent disclosure is legally compelled, subject to the provisions of subsection (d) below.

(c) This Agreement shall remain in effect for a period of two (2) years from the Effective Date. Notwithstanding the foregoing, upon expiration or termination of this Agreement, (i) the obligations of confidentiality and non-disclosure contained herein shall survive such expiration for a period of three (3) years from the termination or expiration of the Agreement, and (ii) Recipient or its Representatives will each, to the maximum extent permitted by applicable law and regulation, within ten (10) days after written request from the Disclosing Party, destroy or return to the Disclosing Party all Confidential Information furnished to Recipient or its Representatives by or on behalf of the Disclosing Party. Recipient will also keep confidential or destroy all written material, memoranda, notes, copies, excerpts and other writings or recordings whatsoever prepared by Recipient or its Representatives to the extent based upon, containing or otherwise reflecting any Confidential Information; provided, however, that Recipient or its Representatives shall be permitted to retain one archival copy of the Confidential Information for record purposes only. Any destruction of materials shall, upon written request of the Disclosing Party, be verified by Recipient to the Disclosing Party in writing.

(d) In the event that Recipient or any of its Representatives is requested or required (by oral questions, court order, interrogatories, requests for information or documents, subpoena, civil investigative demand or other process) to disclose any Confidential Information, Recipient or its Representatives, as applicable, will, where permitted under applicable law, rule or regulation, if practicable, provide the Disclosing Party with prompt notice of any such request or requirement so that the Disclosing Party may, at its sole cost, seek an appropriate protective order. If, failing the entry of a protective order, Recipient or its Representatives are required to disclose Confidential Information, Recipient or its Representatives may disclose without liability hereunder that portion of the Confidential Information which Recipient has been advised by its counsel it is required to disclose. Recipient will not oppose any action by the Disclosing Party to obtain, and will cooperate with the Disclosing Party in obtaining, at the Disclosing Party's sole cost, an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

2. Recipient and its Representatives agree not to use the Confidential Information for any purpose whatsoever except for purposes directly related to evaluation of or consulting on the Transaction. Recipient and its Representatives agree that they shall protect the confidentiality of, and take reasonable steps to prevent disclosure or unauthorized use of, the Confidential Information in order to prevent it from falling into the public domain or the possession of persons not legally bound to maintain its confidentiality. Recipient will promptly advise the Disclosing Party in writing of any misappropriation or misuse by any person of such Confidential Information and provide assistance to the Disclosing Party in any lawsuit related thereto. Recipient acknowledges that the obligations hereunder survive in accordance with the terms hereof, notwithstanding the termination or expiration of this Agreement.

3. No copies of any Confidential Information may be made except to implement the purposes of this Agreement or as permitted in writing by the Disclosing Party. Any materials,

documents, notes, memoranda, drawings, sketches and other tangible items containing, consisting of or relating to the Confidential Information which are furnished in connection with this Agreement, or are in Recipient or its Representatives' possession, and all copies thereof, remain the property of the Disclosing Party and shall be promptly returned to the Disclosing Party or destroyed as provided herein. Nothing contained in this Agreement shall be construed as granting any rights, by license or otherwise, in any Confidential Information.

5. Recipient hereby acknowledges that it is aware, and that it will advise its Representatives, that applicable securities laws prohibit any person who is aware of material non-public information concerning Walden or a possible transaction involving Walden from purchasing or selling Walden's securities or from communicating such information to any other person under circumstances in which it is reasonably foreseeable that such person is likely to purchase or sell such securities.

6. It is understood and agreed that money damages may not be a sufficient remedy for any actual or threatened breach of this Agreement and that the non-breaching party shall be entitled to seek specific performance and injunctive or other equitable relief as a remedy for any such breach. Such remedy shall not be deemed to be the exclusive remedy for any such breach of this Agreement and shall be in addition to all other remedies available at law or equity to the non-breaching party.

7. This Agreement does not represent, and in no way implies: (i) a partnership, joint venture or other commercial relationship between the parties; (ii) an authorization for either party to act as the agent or representative of the other; (iii) an agreement or commitment by either party to purchase, acquire, develop, or use the products or services of the other party; or (iv) an agreement to enter into any subsequent agreement.

8. Recipient and its Representatives acknowledge that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of the Confidential Information. Nothing contained herein shall be deemed to constitute an agreement by, or a binding commitment of, either Disclosing Party to furnish any Confidential Information, in whole or in part, whether or not such refusal is due to regulatory or legal restriction or otherwise.

9. Except as otherwise permitted in this Agreement, except as required by applicable law and except as expressly permitted by a definitive agreement, if any, entered into by Recipient with respect to a Transaction, neither Recipient nor its Representatives, on the one hand, nor the Disclosing Party nor its Representatives, on the other hand, will disclose to any person other than their respective Representatives the fact that the Confidential Information has been made available to Recipient or its Representatives or that Recipient or its Representatives have inspected any portion of the Confidential Information. Except with the prior written consent of the Disclosing Party, on the one hand, and the prior written consent of Recipient, on the other hand, and except as expressly permitted by a definitive agreement, if any, entered into by Recipient with respect to a Transaction, neither Recipient nor its Representatives, nor the Disclosing Party nor its Representatives, respectively, will disclose the fact that any discussions or negotiations are taking place concerning a possible Transaction, including the status of them.

10. This Agreement shall be construed under the laws of the State of Delaware. EACH OF THE PARTIES HEREBY EXPRESSLY, IRREVOCABLY, UNCONDITIONALLY AND DEFINITELY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY AND ALL SUCH

Rev. January, 2020

DISPUTE PROCEEDINGS WITH FULL KNOWLEDGE AND AWARENESS OF THE IMPLICATIONS AND CONSEQUENCES OF SUCH DEFINITIVE WAIVER AFTER HAVING AMPLE OPPORTUNITY TO CONSULT ADEQUATELY WITH ITS LEGAL ADVISOR(S).

11. This Agreement shall inure to the benefit of each party and its successors and assigns and shall be binding on each party and its successors and assigns. Neither party may assign any or all of its rights and or delegate any of its duties and or obligations pursuant to this Agreement without the other party's express prior written consent in its sole discretion. Any purported unauthorized Assignment shall be entirely void and without effect.

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

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

WALDEN UNIVERSITY, LLC.

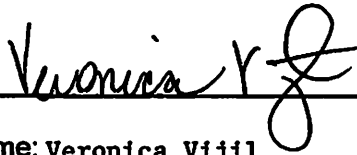
By: _____

Name: _____

Title: _____

Date: _____

Fabens ISD

By:  _____

Name: Veronica Viil

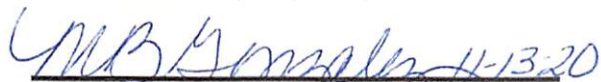
Title: Superintendent

Date: 11/02/2020

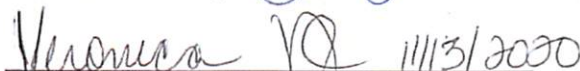
**INVESTMENT REPORT
OCTOBER 2020**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$7,998,034	\$523	0.08%
Interest & Sinking Fund	\$324,330	\$22	0.08%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,935	\$2	0.20%
Total Lone Star Investment Pool	\$8,334,300	\$547	
 WestStar Bank			
General Operating Account	\$383,661	\$21	0.08%
Activity Account	\$92,972	\$6	0.08%
Robert F Cook - Savings	\$2,068	\$0	0.23%
Robert F Cook - CD	\$465	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$17,656	\$0	0.02%
Total WestStar Bank	\$501,221	\$28	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,396	\$0	
Total Wells Fargo Advisors	\$6,396	\$0	
 Total Monthly Interest Earned	\$576		
Total Interest Year to Date 2020-2021	\$1,098		
 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 October 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).

 4-13-20

MICHELE GONZALEZ, ASST. SUPT. FOR LEADERSHIP, ASSESSMENT, CURRICULUM AND INSTRUCTION

 11/13/2020

VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE
Fund 101

OCTOBER 2020

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$113	\$0	\$113	0.00%
Local Revenue-Catering & Sale Meals	\$28,588	\$0	\$28,588	0.00%
State Matching Revenue	\$8,500	\$0	\$8,500	0.00%
Federal Revenue-Breakfast	\$200,974	\$0	\$200,974	0.00%
Federal Revenue-Lunch	\$954,985	\$0	\$954,985	0.00%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$0	\$45,616	0.00%
TOTAL REVENUE	\$1,311,846	\$0	\$1,311,846	0.00%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,311,846	\$178,385	\$1,133,461	13.60%
TOTAL EXPENDITURE	\$1,311,846	\$178,385	\$1,133,461	13.60%

TAX COLLECTIONS REPORT

OCTOBER 2020

2020-2021

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,258,769	601,517	2,860,286
<u>Actual Collections:</u>			
September	42,068	9,364	51,431
October	27,685	7,129	34,813
November			0
December			0
January			0
February			0
March			0
April			0
May			0
June			0
July			0
August			0
Due to/from			
Year To Date	69,752	16,492	86,245
Tax Rates	1.0547000% +	0.2808000% =	1.3355000%

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

OCTOBER 2020

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11	\$13,357,682	\$2,468,747	\$10,888,935	18.48%
Instruction				
FUNCTION 12	\$295,246	\$50,756	\$244,490	17.19%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$214,203	\$28,795	\$185,408	13.44%
Curriculum and Staff Development				
FUNCTION 21	\$204,902	\$34,455	\$170,447	16.82%
Instructional Leadership				
FUNCTION 23	\$1,440,064	\$244,386	\$1,195,678	16.97%
School Leadership				
FUNCTION 31	\$896,252	\$145,865	\$750,387	16.28%
Counseling Guidance Services				
FUNCTION 32	\$39,131	\$6,405	\$32,726	16.37%
Social Work Services				
FUNCTION 33	\$318,000	\$53,786	\$264,214	16.91%
Health Services				
		42		
FUNCTION 34	\$475,752	\$87,551	\$388,201	18.40%
Transportation				

FUNCTION 35	\$38,052	\$0	\$38,052	0.00%
Food Service				
FUNCTION 36	\$828,699	\$182,523	\$646,176	22.03%
Co-Curricular Athletics				
FUNCTION 41	\$1,329,290	\$191,989	\$1,137,301	14.44%
General Administration				
FUNCTION 51	\$2,682,797	\$488,836	\$2,193,961	18.22%
Plant Maintenance and Operation				
FUNCTION 52	\$301,567	\$48,036	\$253,531	15.93%
Security/Monitoring Services				
FUNCTION 53	\$248,075	\$82,127	\$165,948	33.11%
Data Processing				
FUNCTION 61	\$41,020	\$4,627	\$36,393	11.28%
Community Services				
FUNCTION 81	\$12,150	\$0	\$12,150	0.00%
Facilities Acquisition and Construction				
FUNCTION 99	\$36,000	\$8,582	\$27,418	23.84%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$22,758,882	\$4,127,465	\$18,631,417	18.14%

OCTOBER 2020

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**DEBT SERVICE FUND
FUND 599**

OCTOBER 2020

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$16,579	\$576,857	2.79%
Local Revenue-Interest	\$9,500	\$45	\$9,455	0.47%
State Revenue	\$1,447,196	\$0	\$1,447,196	0.00%
Transfer In	\$189,171	\$0	\$189,171	0.00%
TOTAL REVENUE	\$2,239,303	\$16,624	\$2,222,679	0.74%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,239,303	\$0	\$2,239,303	0.00%
TOTAL EXPENDITURE	\$2,239,303	\$0	\$2,239,303	0.00%

Check Activity Report				
Bank Account - WestStar Bank(4178696)				
Start Date - 10-01-2020 End Date - 10-31-2020			Print Date: 11/12/2020 11:56 a	
Issued Checks				
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
47124	The Brokerage Store	10/01/2020	Paper Check	\$14,560.00
47125	ATPE	10/05/2020	Paper Check	\$998.00
47126	American Heritage Life	10/05/2020	Paper Check	\$60.46
47127	B & H Photo Video	10/05/2020	Paper Check	\$910.86
47128	Baker Glass Co, Inc.	10/05/2020	Paper Check	\$110.25
47129	Barnes & Noble College Booksellers, Inc.	10/05/2020	Paper Check	\$1,319.85
47130	Dale Boren's Service Supply, Inc.	10/05/2020	Paper Check	\$2,000.00
47131	First Financial Administrators	10/05/2020	Paper Check	\$6,147.50
47132	First Financial Administrators	10/05/2020	Paper Check	\$59,366.23
47133	Frontline Education	10/05/2020	Paper Check	\$395.00
47134	HUDL	10/05/2020	Paper Check	\$2,699.00
47135	Hercules Industries, Inc.	10/05/2020	Paper Check	\$741.60
47136	Johnstone Supply	10/05/2020	Paper Check	\$125.47
47137	Katherine M. Reyes-Brooks	10/05/2020	Paper Check	\$1,295.00
47138	Maria I. Quiroz	10/05/2020	Paper Check	\$1,610.00
47139	Met Life Insurance Company	10/05/2020	Paper Check	\$73.22
47140	Piedmont Plastics	10/05/2020	Paper Check	\$120.19
47141	Positive Promotions	10/05/2020	Paper Check	\$1,115.22
47142	Pre-Paid Legal Services	10/05/2020	Paper Check	\$15.96
47143	RedGear LLC	10/05/2020	Paper Check	\$15,741.36
47144	Reece Supply Co	10/05/2020	Paper Check	\$947.95
47145	Sarah Aguilar Perez	10/05/2020	Paper Check	\$3,675.00
47146	Sonitrol of El Paso	10/05/2020	Paper Check	\$5,542.00
47147	Stuart C. Cox, Trustee	10/05/2020	Paper Check	\$300.40
47148	SuccessEd, LLC	10/05/2020	Paper Check	\$3,335.25
47149	TASB	10/05/2020	Paper Check	\$66.00
47150	TCG Administrators	10/05/2020	Paper Check	\$64.13
47151	TSTA	10/05/2020	Paper Check	\$1,793.48
47152	Texas Teachers	10/05/2020	Paper Check	\$435.00
47153	Unum Life Insurance Co Unum/Provident	10/05/2020	Paper Check	\$458.88
47154	Wholesale Lumber of Fabens LLC 46	10/05/2020	Paper Check	\$491.56
47155	Xerox Financial Services, LLC	10/05/2020	Paper Check	\$299.08
47156	American Express	10/08/2020	Paper Check	\$149.94

47157	American Express		10/08/2020	Paper Check	\$3,748.15
47158	American Refrigeration Supplies		10/08/2020	Paper Check	\$3,406.86
47159	Brainpop.com, LLC		10/08/2020	Paper Check	\$2,950.00
47160	Cdw Government, Inc		10/08/2020	Paper Check	\$24,846.75
47161	Ced Credit Office		10/08/2020	Paper Check	\$165.10
47162	El Paso County Tax Assessor & Collector		10/08/2020	Paper Check	\$61.50
47163	El Paso County Water Dist #4		10/08/2020	Paper Check	\$16,805.95
47164	El Paso Electric Co		10/08/2020	Paper Check	\$13,305.48
47165	Fabens Oil Co.		10/08/2020	Paper Check	\$1,349.66
47166	Far West Services, Inc.		10/08/2020	Paper Check	\$310.81
47167	Home Depot Credit Services		10/08/2020	Paper Check	\$10.15
47168	Insignia Software Corporation		10/08/2020	Paper Check	\$3,000.00
47169	Interstate Battery Systems Of El Paso		10/08/2020	Paper Check	\$502.75
47170	Johnstone Supply		10/08/2020	Paper Check	\$131.19
47171	Junior Library Guild		10/08/2020	Paper Check	\$2,110.20
47172	Martin Tire Co		10/08/2020	Paper Check	\$1,714.06
47173	Mexican American School Board Members		10/08/2020	Paper Check	\$750.00
47174	Micro Focus Software, Inc.		10/08/2020	Paper Check	\$16,827.42
47175	Mounce, Green, Myers, Safi Paxson & Galatzan		10/08/2020	Paper Check	\$427.50
47176	Office Depot		10/08/2020	Paper Check	\$738.92
47177	Palos Sports Inc		10/08/2020	Paper Check	\$49.95
47178	Rain & Hail Insurance Service		10/08/2020	Paper Check	\$310.00
47179	Richards Lindsay & Martin, LLP Attorneys At		10/08/2020	Paper Check	\$900.00
47180	Sarabia's Portable Jons & Blue Sanitation		10/08/2020	Paper Check	\$275.00
47181	Sarah Aguilar Perez		10/08/2020	Paper Check	\$2,660.00
47182	TASB		10/08/2020	Paper Check	\$72.00
47183	Texas Gas Service		10/08/2020	Paper Check	\$3,953.29
47184	Time Warner Cable		10/08/2020	Paper Check	\$131.80
47185	Time Warner Cable		10/08/2020	Paper Check	\$60.90
47186	Time Warner Cable		10/08/2020	Paper Check	\$1,269.96
47187	Time Warner Cable		10/08/2020	Paper Check	\$261.68
47188	Time Warner Cable		10/08/2020	Paper Check	\$6,400.26
47189	University Of Texas At Austin, UIL		10/08/2020	Paper Check	\$1,950.00
47190	Welligent, Inc.		10/08/2020	Paper Check	\$2,430.00
47191	Windstream Communications C/o Bank Of		10/08/2020	Paper Check	\$705.11
47192	Windstream Corporation		10/08/2020	Paper Check	\$329.56
47193	Windstream Corporation		10/08/2020	Paper Check	\$3,084.49
47194	Winsupply S El Paso TX Co.		10/08/2020	Paper Check	\$2,109.69
47195	Xerox Financial Services, LLC		10/08/2020	Paper Check	\$10,026.05
47196	Zee Medical		10/08/2020	Paper Check	\$490.75
47197	Sandra Flores	47	10/08/2020	Paper Check	\$103.50
47198	Cynthia Pacheco		10/08/2020	Paper Check	\$170.25

47199	Corina Ruiz		10/08/2020	Paper Check	\$148.35
47200	Miguel Soto		10/08/2020	Paper Check	\$50.00
47201	A & M Awards		10/14/2020	Paper Check	\$48.00
47202	Arrow Magnolia International		10/14/2020	Paper Check	\$929.42
47203	Association Of Texas Small School Bands		10/14/2020	Paper Check	\$75.00
47204	Association Of Texas Small School Bands		10/14/2020	Paper Check	\$12.50
47205	Blackboard Inc.		10/14/2020	Paper Check	\$8,903.60
47206	Brady Industries of Texas, LLC		10/14/2020	Paper Check	\$292.50
47207	C & M Plaque And Trophy		10/14/2020	Paper Check	\$450.00
47208	Dino M. Coronado		10/14/2020	Paper Check	\$435.01
47209	EDUCATION GALAXY, LLC		10/14/2020	Paper Check	\$4,400.00
47210	Educational Technology Learning		10/14/2020	Paper Check	\$7,000.00
47211	El Paso Electric Co		10/14/2020	Paper Check	\$42,871.36
47212	ExploreLearning, LLC		10/14/2020	Paper Check	\$3,295.00
47213	First Financial Administrators		10/14/2020	Paper Check	\$6,147.50
47214	Hercules Industries, Inc.		10/14/2020	Paper Check	\$172.46
47215	IMPAC		10/14/2020	Paper Check	\$51.20
47216	Interstate Battery Systems Of El Paso		10/14/2020	Paper Check	\$103.95
47217	Labster Inc.		10/14/2020	Paper Check	\$550.00
47218	Lexia Learning Systems, Inc		10/14/2020	Paper Check	\$5,772.00
47219	Magnatag Visible System		10/14/2020	Paper Check	\$117.94
47220	Maria I. Quiroz		10/14/2020	Paper Check	\$1,890.00
47221	Mounce, Green, Myers, Safi Paxson & Galatzan		10/14/2020	Paper Check	\$247.50
47222	Office Depot		10/14/2020	Paper Check	\$885.69
47223	Olivas Music		10/14/2020	Paper Check	\$9,999.00
47224	Raptor Technologies, LLC		10/14/2020	Paper Check	\$2,825.00
47225	Renaissance Learning Inc		10/14/2020	Paper Check	\$32,335.17
47226	Rio Seco Ag, LLC		10/14/2020	Paper Check	\$81.36
47227	Rocky Mountain Runnercard		10/14/2020	Paper Check	\$30.00
47228	Savvas Learning Company LLC		10/14/2020	Paper Check	\$2,962.04
47229	Smartbook Media Inc.		10/14/2020	Paper Check	\$1,350.00
47230	Sports Supply Group, Inc.		10/14/2020	Paper Check	\$645.00
47231	Stuart C. Cox, Trustee		10/14/2020	Paper Check	\$300.40
47232	Sun Valley Equipment Sales		10/14/2020	Paper Check	\$111.50
47233	TCG Administrators		10/14/2020	Paper Check	\$103.14
47234	Texas State Library and Archives Commission		10/14/2020	Paper Check	\$622.05
47235	Unity School Bus Parts, Inc.		10/14/2020	Paper Check	\$677.78
47236	Valley By-Products, Inc.		10/14/2020	Paper Check	\$2,956.50
47237	Walsh Gallegos Trevino Russo & Kyle P.C.		10/14/2020	Paper Check	\$1,150.00
47238	Wholesale Lumber of Fabens LLC		10/14/2020	Paper Check	\$112.32
47239	Zee Medical	48	10/14/2020	Paper Check	\$117.78
47240	ACET		10/29/2020	Paper Check	\$300.00

47241	Accelerate Learning Inc.		10/29/2020	Paper Check	\$2,838.15
47242	American Refrigeration Supplies		10/29/2020	Paper Check	\$587.76
47243	B & H Photo Video		10/29/2020	Paper Check	\$344.10
47244	Ced Credit Office		10/29/2020	Paper Check	\$28.80
47245	Crisis Prevention Institute		10/29/2020	Paper Check	\$150.00
47246	Dunn Edwards Corporation		10/29/2020	Paper Check	\$3,625.93
47247	Edward Saucedo & Son Co Inc		10/29/2020	Paper Check	\$53.00
47248	FABENS QUICK LUBE, LLC		10/29/2020	Paper Check	\$35.00
47249	Hercules Industries, Inc.		10/29/2020	Paper Check	\$433.50
47250	Labatt Food Service		10/29/2020	Paper Check	\$58,164.75
47251	Mission Chevrolet Inc		10/29/2020	Paper Check	\$130.00
47252	O'Reilly Auto Parts		10/29/2020	Paper Check	\$574.63
47253	Office Depot		10/29/2020	Paper Check	\$1,470.43
47254	Price's Creameries		10/29/2020	Paper Check	\$6,121.73
47255	Region Xix Esc		10/29/2020	Paper Check	\$1,500.00
47256	Region Xix Esc		10/29/2020	Paper Check	\$20,400.50
47257	Riddell/all American		10/29/2020	Paper Check	\$322.86
47258	Rosen Publishing Group		10/29/2020	Paper Check	\$6,870.00
47259	Rubber Ducky Screenprinting		10/29/2020	Paper Check	\$360.00
47260	SLP Now, LLC		10/29/2020	Paper Check	\$249.00
47261	Sarah Aguilar Perez		10/29/2020	Paper Check	\$3,570.00
47262	Sonitrol of El Paso		10/29/2020	Paper Check	\$1,940.00
47263	Stetson & Associates, Inc		10/29/2020	Paper Check	\$500.00
47264	SuccessEd, LLC		10/29/2020	Paper Check	\$6,146.00
47265	Sun Valley Equipment Sales		10/29/2020	Paper Check	\$1,580.00
47266	UTEP-Bookstore		10/29/2020	Paper Check	\$165.30
47267	Waterford Research Institute LLC		10/29/2020	Paper Check	\$3,360.00
47268	Watson Pest Management		10/29/2020	Paper Check	\$3,150.00
47269	Xerox Financial Services, LLC		10/29/2020	Paper Check	\$10,026.05
47270	Marcela Licerio		10/29/2020	Paper Check	\$239.97
47271	Stacy Macias		10/29/2020	Paper Check	\$228.00
47272	Corina Ruiz		10/29/2020	Paper Check	\$600.00
47273	Nancy Torres		10/29/2020	Paper Check	\$53.54
47274	Nancy Torres		10/29/2020	Paper Check	\$32.00
47275	Nancy Torres		10/29/2020	Paper Check	\$51.00
				Issued Checks	\$ 535,300.55
Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Ch</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
47259	Rubber Ducky Screenprinting	##	10/30/2020	Paper Check	\$ 360.00
				Voided Checks	\$ 360.00
	49			Net Amount	\$ 534,940.55

FABENS ISD
BUDGET AMENDMENTS
MONTH OF NOVEMBER 2020

Transfer From	Reduce	Increase	Transfer To	Reason Budget is Available to transfer to other functions
Function 34 (obj 6121)	\$ (3,000.00)	\$ 3,000.00	Function 52	Expense budgeted will not be realized
Function 34 (obj 6121)	\$ (3,500.00)	\$ 3,500.00	Function 41	Expense budgeted will not be realized
Function 34 (obj 6121)	\$ (3,500.00)	\$ 3,500.00	Function 11	Expense budgeted will not be realized
TOTAL BUDGET AMENDM		\$ (10,000.00)	\$ 10,000.00	

NOTES:

**impact to budget is zero dollars.

PURPOSE OF AMENDMENTS:

The areas of operations requiring additional resources are Security (function 52) Technology (function 11) and Business (function 41) for overtime due to coverage of duties due to vacancy or quarantine.

**FABENS ISD
BOARD OF TRUSTEES**

**Lone Star Governance
Board Agenda Item**

TITLE	Board Self-Constraints Workshop Date	Date Requested	11/17/2020
Requested By:	Dr. Veronica Vijil	Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	Board Recommendation	Information Only:	No
People Participating In Presentation:	Board	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Selection of a date for a workshop for discussion/development of Board Self constraints.
Please have personal calendars available so that a date can be selected.

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Approval of New Federal Programs and Grants Coordinator Position	Date Requested	11/17/2020
Requested By:	Dr. Veronica Vijil	Approximate Time	15 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the new Federal Programs and Grants Coordinator Position	Information Only:	No
People Participating In Presentation:	Ms. Audry Ortegon – Galvan	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?	Secure federal funding and additional grant funding to support instructional programs and initiatives.	How Will Request Be Financed?	Split funding - General fund and Title I
		Cost to District:	Can use currently budgeted salary savings

Federal Programs and Grants Coordinator

Primary Purpose:

Coordinate the district federal/special programs. Collaborate with district staff and outside personnel to formulate, develop, implement, and evaluate federal/ grant-funded programs.

Qualifications:

Education/Certification:

Master's degree

Principal or Mid-management Certification

Special Knowledge/Skills:

Knowledge of federal and special program rules and regulations

Ability to interpret data

Strong organizational, communication, and interpersonal skills

Knowledge of trends, processes, and ethics in grant writing

Demonstrated skills in writing and editing

Ability to analyze complex information and synthesize into readable and persuasive written material

Ability to meet established deadlines

Experience:

3 years of experience in federal program management or education administration

Major Responsibilities and Duties:

Program Management

1. Evaluate all federal legislation, projects, and programs for grant, entitlement, and allocation opportunities relevant to the needs of the district and make recommendations regarding participation.
2. Participate in the drafting of project proposals and reports, including the writing and development of program goals, objectives, and budget for federal/special funding of programs including preparing and submitting standard applications for federal funds to Texas Education Agency (TEA).
3. Serve as liaison between school and other agencies on joint projects that are federally funded.
4. Develop budgets and monitor grant-funded programs and their expenditures to ensure compliance with regulations and guidelines and ensure that programs are cost effective and managed wisely.
5. Advise superintendent or designated administrator of the financial and administrative impact on the district of current and impending legislation.
6. Develop and implement a continuing evaluation of federal/special programs and implement changes based on the findings.
7. Compile budget and cost estimates based on documented program needs.
8. Lead the District Improvement Team and provide technical assistance for campus improvement planning.

Grant Preparation

9. Research and identify grant opportunities and other funding sources and prepare grant applications and other associated materials according to required format.
10. Meet deadlines for preparation and submission of grant applications and grant-related reports as necessary to comply with grant requirements.
11. Coordinate grant activities with campus and district personnel and promote innovations that attract students and families to Fabens ISD.

Parent, Family, and Community Engagement

12. Ensure parent involvement goals are met by developing parent advisory committees, parent compacts, and parent volunteer guidelines.
13. Conduct, with the meaningful involvement of parents and family members, an annual evaluation of the content and effectiveness of the parent and family engagement policy.
14. Provide technical assistance to principals, administrators, and district level staff on all compliance issues related to parental involvement.

Student Services:

15. Ensure all campuses implement a systematic PK-12 data driven school counseling program for all students that will promote academic excellence, foster a safe and caring environment, and empower students to graduate college and career ready.
16. Oversee partnerships with outside agencies who provide services to students in the district.

Migrant Education:

17. Utilize appropriate strategies and problem solving tools to make decisions concerning planning, utilization of funds, delivering services, and evaluation of services provided.
18. Supervise and evaluate the Migrant Department staff.

Policy, Reports, and Law

19. Compile, maintain, and file all reports, records, and other documents required, including mandatory financial reports to TEA.
20. Monitor grant-funded programs and associated expenditures to ensure compliance with regulations and guidelines.
21. Comply with policies established by federal and state law, State Board of Education rule, and the local board policy.
22. Follow district safety protocols and emergency procedures.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including personal computer and peripherals

Posture: Prolonged sitting; occasional bending/stooping, pushing/pulling, and twisting

Motion: Repetitive hand motions, frequent keyboarding and use of mouse; occasional reaching

Lifting: Occasional light lifting and carrying (less than 15 pounds)

Environment: Frequent districtwide travel; occasional statewide travel

Mental Demands: Work with frequent interruptions; maintain emotional control under stress

**FABENS ISD
BOARD OF TRUSTEES**

Date: 11/17/2020 Presented By: Presiding Officer
Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

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