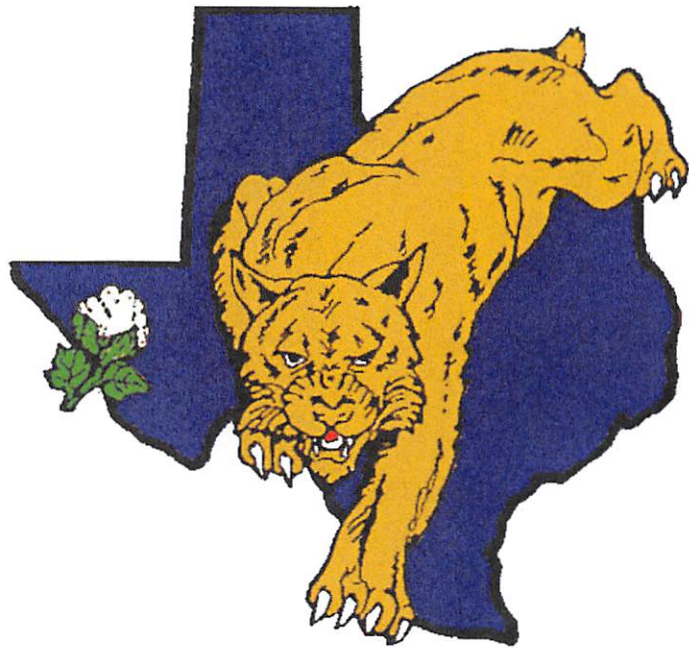


Board Book



Fabens ISD

Regular Meeting

Wednesday, March 31, 2021 @ 6:30 PM

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

**Notice of Regular Meeting
Board of Trustees
Wednesday, March 31, 2021**

A Regular Meeting of the Board of Trustees will be held on Wednesday, March 31, 2021, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

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

Due to health and safety concerns related to the COVID-19 Coronavirus, this meeting will be conducted by video conference or telephone call. At least a quorum of the Board will be participating by video conference 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 one (1) hour prior to this regular meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed three (3) minutes. | |
| B. Please click the link below to join the webinar:
https://rb.gy/c6nte0
or at
www.fabensisd.net on Fabens ISD Announcement
Webinar ID# 935 0987 6245 | |
| 3. Superintendent Report | 5 |
| A. Braden Aboud Foundation | |
| B. El Pasoans Fighting Hunger | |
| C. State Board of Education, District 1 Proclamation | |
| D. COVID -19 Update | |
| 4. Consent Agenda | 6 |
| A. Minutes of the Regular Board Meeting , February 17, 2021 | 7 |
| B. Minutes of the Special Board Meeting, February 24, 2021 | 11 |
| C. Texas Education Agency Inclement Weather - Remote Instruction Waiver | 15 |

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H. Pre-Kindergarten Textbook Adoption	43
5. Lone Star Governance	
A. Selection of Date for Next Board Self Constraints and Board Operating Procedures Workshop	44
6. Board of Trustees Business	
A. Fabens ISD Campus and District Teacher of the Year Presentation	45
B. Approval of Resolution of the Board of Trustees Regarding Employee Pay During Weather Emergency Closure	46
C. Discussion and Possible Action on Fabens ISD Roof Improvements Request For Sealed Proposal Project # 20-1107-48	49
D. Discussion of Fabens ISD Board of Trustees Place #3 Vacancy	57
7. Adjourn	66

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

POSTED: Friday, March 26, 2021

For the Board of Trustees

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

Date: 03/31/2021 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 March 31, 2021 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	03/31/2021
Requested By:	N/A	Approximate Time	Up to 15 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Community	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

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

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

**FABENS ISD
BOARD OF TRUSTEES**

**SUPERINTENDENT REPORT
Board Agenda Item**

TITLE	Superintendent Report	Date Requested	03/31/2021
Requested By:	Dr. Vijil	Approximate Time	45 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:

Brayden Aboud Foundation
El Pasoans Fighting Hunger
State Board of Education, District 1 Proclamation
COVID -19 Update

**FABENS ISD
BOARD OF TRUSTEES**

**CONSENT AGENDA
Board Agenda Item**

TITLE	Consent Agenda	Date Requested	03/31/2021
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, February 17, 2021 Minutes attached for your review
B.	Minutes of Special Board Meeting, February 24, 2021 Minutes attached for your review
C.	Texas Education Agency Inclement Weather – Remote Instruction Waiver Attached for your review
D.	Fabens ISD 2020 -2021 Budget Amendment Attached for your review
E.	Memorandum of Understanding for College Access at New Tech Network Attached for your review
F.	Fabens ISD Financial Reports Attached for your review
G.	Region 19 School Board Member/Superintendent Continuing Education Service Agreement 2020 – 2021 Attached for your review
H.	PreK Book Adoption 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, February 17, 2021, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G. Avenue, Fabens, TX 79838.

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

Members Absent: Rey Sepulveda

Administrators Present: Dr. Veronica Vijil
Ms. Michele Gonzalez

Administrators Present
via Teleconference: Mario Dominguez
Audry Ortegon-Galvan
Martin Torres

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance – 6:37 PM

The meeting was called to order at 6:37 PM by Mr. Ben Morales, Board Vice-President. All members were present except Mr. Rey Sepulveda who was absent due to medical reasons. The Pledge of Allegiance was recited by everyone.

2. Communication and Visitors – 6:38 – 6:39 PM

2.A. Public comments related to this meeting or persons who desire to address the board during Communication and Visitors must comply with the following procedures; visit the link: <https://rb.gy/k1sgj2> to submit your form no later than one (1) hour prior to this regular meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed three (3) minutes.

2.B. Please click the link below to join the webinar:
<https://rb.gy/c6nte0>
or at
www.fabensisd.net on Fabens ISD Announcement

Webinar ID# 926 3121 0248

Under this portion of the meeting, Ms. Michele Gonzalez announced that there were no comments or questions.

3. Superintendent Report – 6:39 – 7:11 PM

3.A. Texas Department of Emergency Management "Thank You"

Dr. Veronica Vijil opened the item and stated that we were recognizing partners who have had an impact to the Fabens ISD community. Dr. Vijil introduced Fabens ISD Lead Nurse, Ms. Liz Ramirez, who provided a short history and stated that Fabens ISD was one (1) of seven (7) districts selected for the rapid COVID pilot testing. She introduced Dr. MacGregor Stephenson, Chief of Policy & Research with Texas Division of Emergency Management who help supply the districts with the tests supplies. Dr. Stephenson thanked us for the recognition and opportunity to help with the rapid testing endeavor. Along with TDEM, Dr. Vijil recognized staff with the Texas Education Agency, who have also assisted the district: Alejandro Delgado, Julie Kopycinski and Damon Hoyle.

3.B. Claims Administrative Services (CAS) - Student Scholarship - Lowest Loss Ratio

Mr. Bill Costanza, CAS President, was introduced and gave a short history on the award presented to Fabens ISD for the Lowest Loss Ratio and the \$500 Annie Ozella Student Scholarship.

3.C. PTECH Update

Dr. Vijil introduced Mr. Alejandro Navarro, FHS Assistant Principal, and FHS CTE Teacher, Mr. David Gonzalez. Mr. Gonzalez highlighted the Diesel Technology program at FHS and what the program offers to the students. Due to technical difficulties the student selected to speak on her experience in the program, Ms. Victoria Martinez was unable to connect.

3.D. COVID - 19 Update

Dr. Vijil provided the Board and community an update on the current COVID situation at Fabens ISD. She stated that 1/3 of our employees have been vaccinated and with the approval of additional sources of vaccines, more employees could be vaccinated soon. She provided an update on how the campuses and department utilize the rapid testing to fit their needs. Board members asked if Dr. Vijil could provide an update by staff numbers vaccinated at each campus and department. Dr. Vijil referred them back to the district's website which provides a dashboard indicating the number of active cases.

4. Consent Agenda – 7:12 – 7:56 PM

4.A. Minutes of Regular Board Meeting, January 20, 2021

4.B. Fabens ISD 2021 Financial Audit Engagement Letter with Singleton, Clark & Co.

4.C. Fabens ISD Monthly Financial Reports

4.D. Educator Appraisal Waiver

4.E. Revisions to Memorandum of Understanding with Texas Tech Health Science Center

4.F. Fabens ISD 2021 - 2022 Academic Calendar

4.G. Hybrid Instruction During District-Scheduled Testing Days for K-8th Grade Students Waiver

Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to approve Items A, B, C, D, E, and G as presented.

Motion Carried 4 -2

Voting Against: A. Escobar and G. Spence

Item F was pulled for further discussion. A few of the Board members voiced concerns with the 2021 – 2022 Academic Calendar not having Cesar Chavez as a holiday. After a lengthy discussion, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to send back the calendar to the DIT and have it reviewed to include Cesar Chavez as a holiday, if possible.

Motion Carried 6 - 0

5. Lone Star Governance – 7:56 – 7:67 PM

5.A. Invitation to Continue LSG Exemplar Cohort

Dr. Vijil announced that Fabens ISD had been formally invited to continue Lone Star Governance for the 2021 – 2022 school year and that we would again be eligible to be reimbursed for the cost of trainings.

5.B. Selection of Date for Next Board Self Constraints Workshop – 7:57 – 8:05 PM and 8:07 – 8:11 PM

Dr. Vijil presented the item and stated that the work that had begun in creating new Board self-constraints in the past needed to be completed. She stated that a date for a 2-hour workshop needed to be set. Questions were asked about the need to move the regular board meeting in March and asked if that date could be set first. The Board moved to Item 6C.

After finalizing Item 6C, the board selected March 24, 2021 at 6:30 PM, when opened for discussion, Mr. Flores motioned and Mr. Greg Spence seconded for March 24, 2021 at 5:30 PM.

Motion Carried 6 - 0

6. Board of Trustees Business - 8:11 – 9:57 PM

6.A. Fabens Alumni Association Scholarship Check Presentation – 8:11 – 8:20 PM

Mr. David Sublasky with the Fabens Alumni Association (FAA) was invited to present the 2021 Scholarship check to Fabens ISD. Mr. Sublasky gave a short history on the creation of the Association by the Class of 1957 in 2007 at a class reunion. With their donations and a donation from the Class of 1964 the Association was created. He stated that over the last 14 years, FAA has donated over \$103,000 in scholarships to graduating Seniors and grants to the campuses. Mr. Sublasky invited all to join for \$10 per year. Board members thanked Mr. Sublasky and the FAA members for all the support they have given FUSD.

6.B. Fabens ISD Budget Amendments – 8:20 – 8:21 PM

6.B.1. \$550,000 Transportation Budget Amendment - Buses

6.B.2. \$150,000 Maintenance Budget Amendment – Roofs

Dr. Vijil opened the item, Mr. Greg Spence motioned and Mr. Adan Escobar seconded to approve the transportation and maintenance budget amendments as presented.

Motion Carried 6 - 0

6.C. Discussion and Selection of March 2021 Regular Board Meeting Date - 8:05 – 8:07 PM

Dr. Vijil opened the item and stated that due to Spring Break occurring during the 3rd week of the month, she suggested March 31, 2021 for the new date of the regular board meeting in March. Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to move the regular board meeting in March to Wednesday, March 31, 2021.

Motion Carried: 5 – 0
No Vote was given by A. Escobar

6.D. Update on Fabens ISD Wildcat Brick Project – 8:22 – 9:02 PM

Dr. Vijil opened the item and presented Mr. Ruben Carrillo, Director of Operations and Security, who updated the Board. He stated that he had reviewed the tape recording of the October 19, 2016 board meeting and in the presentation of the item; Ms. Sylvia Gonzales asked who would be installing the bricks. Mr. Gilbert Alarcon, then Asst. Superintendent of Finance stated that the Fabens ISD Maintenance Department would be installing the bricks. Questions were asked about installation and if the pillars are ready for placement of the bricks that have been sold. After the discussion, Mr. Greg Spence motioned and Ms. Sylvia Gonzales seconded to install what has been paid for.

Motion Carried 6 - 0

6.E. Alignment of Staff Titles/Salaries to Job Duties Based on Texas Association of School Boards (TASB) Study – 9:03 – 9:56 PM

The item was taken into Executive Session at 9:03 PM. After reconvening at 9:49 PM, Mr. Orlando Flores motioned and Ms. Sylvia Gonzales seconded to align the staff titles/salaries to job duties based on the Texas Association of School Boards (TASB) study as discussed in Executive Session.

Prior to taking a complete vote, Ms. Rosamaria Gallo Avitia and Mr. Adan Escobar lost connection. A five minute recess was called by the presiding officer at 9:50 PM. At 9:55 PM after everyone was on-line the vote was taken on the above motion.

Motion Carried 6 - 0

6.F. Fabens ISD Superintendent Employment Contract and Compensation – 9:57 PM

Dr. Vijil postponed the item until a future date.

7. District Employees and Officers – 9:57 – 9:58 PM

7.A. 2020 - 2021 New Hires

Ms. Audry Ortegón presented the item and announced the newest hires for 2020 -2021:
Ms. Marina Avila – Special Education Teacher
Ms. Adriana Ramirez – Attendance Officer and
Mr. Carlos Rubio – Food Service Custodian

8. Adjourn – 9:59 PM

There being no further business, Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to adjourn the meeting at 9:59 PM

Motion Carried 4 – 0
Not Voting: A. Escobar and RM Gallo-Avitia

Signature

Signature

03/31/2021
Date

**Minutes of Special Meeting
The Board of Trustees
Fabens ISD**

A Special Meeting of the Board of Trustees of Fabens ISD was held Wednesday, February 24, 2021 beginning at 6:30 PM in the Central Office, Board Room, 821 NE G. Avenue, Fabens, TX 79838.

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

Administrators Present: Dr. Veronica Vijil
Ms. Michele Gonzalez
Audry Ortegón-Galvan

**Administrators Present
via Teleconference:** Mario Dominguez
Martin Torres

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance - 6:33 – 6:34 PM

The meeting was called to order at 6:33 PM by Mr. Ben Morales, Board Vice - President. All members were present. A moment of silence was called for Mr. Rey Sepulveda who passed away on Monday, February 22, 2021. The Pledge of Allegiance was recited by everyone.

2. Communication and Visitors – 6:34 – 6:39 PM

2.A. Public comments related to this Special Meeting or persons who desire to address the board on the listed Agenda items during Communication and Visitors must comply with the following procedures; visit the link: <https://rb.gy/k1sgj2> to submit your form no later than one (1) hour prior to this regular meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed three (3) minutes.

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

<https://rb.gy/c6nte0>

or at

www.fabensisd.net on Fabens ISD Announcement

Webinar ID# **986 5066 8318**

Under this portion of the meeting, Ms. Michele Gonzalez read the two (2) comments received:

Community member, Mr. Marco Martinez, who commented on Mr. Cesar Chavez and the importance of the role he played in the civil rights movement and what could be done to celebrate his life. He informed the Board that the Cesar Chavez Foundation has a list of speakers that can be contacted to speak to the students via virtual presentations.

Ms. Daniela Dwyer, Managing Attorney of Texas RioGrande Legal Aid's Farmworker Program, also addressed the Board and Community on the accomplishments of Mr. Cesar Chavez and addressed adversities faced by farmworkers, and how students could have a better understanding of Mexican-American history, labor rights and the impact of essential workers by learning about Mr. Chavez.

3. Board of Trustees Business

3.A. Discussion and Possible Action of the Fabens ISD 2021 - 2022 Academic Calendar – 6:40 – 6:50 PM

Dr. Vijil opened the item and stated that last week's calendar had been sent back to the District Improvement Team for discussion on honoring Cesar Chavez on the school calendar. Dr. Vijil reviewed the calendar changes to both Option A and Option B. Questions/Comments were made that the Board was hoping for the 2022 – 2023 school year a full day could be dedicated to honoring Cesar Chavez by all employees. Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to approve Option A as the 2021 – 2022 Academic Calendar.

Motion Carried 6 - 0

3.B. Review and Discussion of Fabens ISD Board Policy BBF (Local) - Board Members Ethics – 6:51 – 6:57 PM

Dr. Vijil opened the item and stated that the Ethical Standards for Board Members were in policy (BBF Local). All bullet points of the ethics standards were read by the Board members. Ms. Sylvia Gonzales did ask for clarification of the word "impartial" used in the first bullet point under - Equity in Attitude. **Policy attached to minutes.**

3.C. Review and Discussion of the Framework for School Board Development as Revised by the State Board of Education in November 2020 – 6:57 – 7:01 PM

Dr. Vijil opened the item and stated that the attachment from TEA regarding the newly adopted State Board of Education - Framework for School Board Development has not been updated in a Board Policy Update. Dr. Vijil read each of the points in the framework:

- I. Vision and Goals
- II. Systems and Processes
- III. Progress and Accountability
- IV. Advocacy and Engagement and
- V. Synergy and Teamwork

3.D. Review, Discussion and Possible Revisions of the Fabens ISD Board Operating Procedures - 7:01 – 7:38 PM

Dr. Vijil opened the item for discussion. Mr. Orlando Flores read Point II – Member Conduct During Board Meetings – A, B and C. Each board member was given an opportunity for input and suggestions were made. After a recess to call District Legal Counsel, Mr. Anthony Safi, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-

Avitia seconded to review the Board Operating Procedures under LSG for all board members.

Motion Carried 6 - 0

3.E. Fabens ISD Superintendent Evaluation – 7:39 – 9:11 PM

Items 3E and 3F were taken into Executive Session per Tx. Gov't. Code 551.074 at 7:39 PM.

The Board reconvened at 9:07 PM. Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to approve the superintendent evaluation as discussed in Executive Session.

Motion Carried 6 - 0

3.F. Discussion and Possible Action of Fabens ISD Superintendent Employment Contract and Compensation – 7:39 - 9:11 PM

Items 3E and 3F were taken into Executive Session per Tx. Gov't. Code 551.074 at 7:39 PM.

The Board reconvened at 9:07 PM. Mr. Orlando Flores motioned and Ms. Sylvia Gonzales seconded to approve the superintendent employment contract and compensation as discussed in Executive Session: 4% (four) pay increase and a 2 (two) year extension.

Motion Carried 6 - 0

4. Adjourn – 9:11 PM

There being no further business, Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzales seconded to adjourn at 9:11 PM.

Motion Carried 5 -1

A. Escobar did not vote

**BOARD MEMBERS
ETHICS**

**BBF
(LOCAL)**

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

**Equity
In Attitude**

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

**Trustworthiness
In Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

**Honor
In Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

**Integrity
Of Character**

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

**Commitment
To Service**

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

**Student-Centered
Focus**

- I will be continuously guided by what is best for all students of the District.



Fabens Independent School District
P.O. Box 697, Fabens, Texas 79839

Inclement Weather – Remote Instruction Waiver

In acknowledgement of inclement weather currently facing the state of Texas, the Texas Education Agency has allowed districts to request an 'other' waiver in TEAL to switch to remote learning to claim full-day minutes. Fabens ISD intends to apply for the waiver for February 15, 2021 due to bad weather which prevented students and teachers from traveling safely for on-campus instruction.

FABENS ISD
BUDGET AMENDMENTS
MONTH OF MARCH 2021

Decrease	Function	Increase	Function	Purpose
\$ 1,500.00	36	\$ 1,500.00	11	Amount for General Supplies Purchase

TOTAL BUDGET	\$	-	\$ 1,500.00
AMENDMENT			

NOTES:

**impact to budget is zero dollars.

JUSTIFICATION:

UIL related costs did not occur because of the pandemic. Additional costs related to student supplies have incurred.

**DATA SHARING AGREEMENT
BETWEEN
FABENS INDEPENDENT SCHOOL DISTRICT AND
NEW TECH NETWORK, INC.**

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the Fabens Independent School District (“ISD”) and New Tech Network, Inc, a California Corporation (“NTN”) (each a “Party” and collectively the “Parties”) in connection with the Memorandum of Understanding (MOU) for College Access Network for School Improvement (NSI) Participation by and between ISD and NTN, dated April 1, 2021 (the “MOU”) who, as parties to the DSA, elect to accept these terms:

PREAMBLE

The mission of NTN is to provide a school education program intended to prepare students to excel in an information-based, technologically advanced society. To that end, certain data is being requested as part of the DSA to fulfill the organization’s mission. Therefore, ISD agrees that it will permit NTN to access individual student-level data, including but not limited to records that contain information directly related to an identifiable student and are maintained by ISD, as well as teacher data and row level information obtained through software provided to ISD by NTN’s data analytics partner, Naviance, Inc. Such disclosures of Educational Records will be made to enable NTN to conduct a study for or on behalf of ISD for the purpose of improving instruction (“Study”).

The scope of the Study addressed in this DSA is limited to the use of Educational Records solely for the purpose of calculating and analyzing student and school level information to assist in evaluating the ongoing effectiveness of the NTN services, supports, and NSI interventions supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of ISD’s educational interests, providing formative feedback to NTN, and for use in calculating network level results included in education publications.

NTN will use personally identifiable information (“PII”) from Educational Records provided pursuant to this DSA solely to conduct the Study for the purpose of improving instruction and within the scope described above.

THEREFORE, in consideration of the terms and conditions hereof, the parties agree to the following terms of this DSA:

1. **Data Sharing**

The Educational Records shall be provided by ISD to NTN, or by ISD directly to NTN’s data analytics partners including, without limitation, Naviance. NTN agrees that, as between the parties, the Educational Records transferred from ISD to NTN is and shall remain the sole and exclusive property of the ISD. The format of the Educational Records will vary depending on integration method and requirements. ISD represents and warrants that it has all necessary rights to share Educational Records as set forth herein for the purposes and use set forth in this DSA. ISD will not provide to NTN or to NTN’s data partners individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, or social security numbers. NTN agrees that, as between the parties hereto, NTN shall be responsible for ensuring the confidentiality of any Educational Records provided to any of NTN’s data analytics partners or subcontractors, including, without limitation, Naviance.

To the extent available to ISD, and in accordance with the Scope of the Study, as above stated, ISD will provide NTN with the types of Educational Records necessary to carry out the stated Study. The specific student data to be disclosed by ISD to NTN will include Educational Records, data points, and data obtained through ISD's use of the Naviance software that is organized in rows, with each student listed in a row with the relevant variables in the columns, such as [student demographic data, FAFSA status, College Entrance (CE) exam participation, and college application details] ("Row- Level Data"). NTN will de-identify the Educational Records and then share de-identified Row-Level Data with the Gates Foundation's data sourcing partner, Double Line. Double Line will share the suppressed and aggregated data with the Gates Foundation and its partners.

In consideration of the analytics and information provided to ISD by NTN in connection with this DSA, ISD hereby grants NTN a non-exclusive, royalty-free, fully paid-up, worldwide license to access, process and analyze the ISD Educational Records internally and share the Educational Records (which may include personally identifiable information) in connection with the Gates Foundation grant, including to and from Naviance for purposes of processing the Educational Records in connection with the Gates Foundation grant and for related analytics purposes, and de-identified Educational Records to and from Double Line, the data sourcing partner of the Gates Foundation for the Gates Foundation's grant, for purposes of conducting the Study. Educational Records will be shared from Double Line to the Gates Foundation and its network support partners for the Gates Foundation grant in an aggregated and suppressed form in each case subject to obligations of confidentiality with respect to any personally identifiable information.

The anticipated duration of the analytical Study addressed in this DSA shall be July 31, 2024.

2. Confidentiality

NTN will maintain the confidentiality of any and all Educational Records obtained from ISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA.

NTN agrees to conduct the Study in a manner that does not permit personal identification of parents and students, as those terms are defined by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99; "FERPA") by any individuals other than representatives of NTN that have legitimate interests in the information.

To ensure the continued confidentiality and security of the Educational Records, student and staff data processed, stored, or transmitted under this DSA at all stages of conducting the Study, NTN shall establish a system of safeguards that will, at a minimum, include the following:

NTN shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted Educational Records received from, or on behalf of ISD. NTN shall extend this obligation to all subcontractor(s) and data analytics partner(s) used by NTN by contract(s) entered into by it with each of them.

NTN and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of Educational Records provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.

- a. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Educational Records provided under this DSA.
- b. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit Educational Records provided under this DSA.
- c. Procedures and systems that are designed to ensure that all confidential Educational Records processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said Educational Records.
- d. The procedures and systems developed and implemented to process, store, or transmit Educational Records provided under this DSA shall ensure that any and all disclosures and re-disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws relating to the privacy rights of students and staff (including, without limitation, FERPA) as such laws are applicable to the parties to this DSA.
- e. Before NTN may share Educational Records with any third parties (including, without limitation, Double Line, the Gates Foundation and its network support partners), NTN will perform the following disclosure avoidance procedures: data suppression to withhold or remove identifiable information (eliminating identifiers) or recoding identifiers (if recoded crosswalk files will not be created).
- f. NTN shall return to ISD all Educational Records or any portions thereof requested by ISD, or, at ISD's election, NTN shall destroy all or any part of ISD's Educational Records that is within the possession or control of NTN and shall upon request by ISD, provide certification of such destruction. NTN shall also ensure that all Educational Records provided to any and all of NTN's data analytics partners and subcontractors, either by NTN or by ISD, shall, at ISD's election, either be returned to ISD, or destroyed, and shall provide certification of such return or destruction.

3. Destruction of Information

ISD retains ownership of the PII from Educational Records that it provides to NTN pursuant to this Agreement. NTN agrees to destroy and to ensure the destruction by any and all of its subcontractors and data analytics partners, of all Personally Identifiable Information from Educational Records when that PII is no longer needed for the purposes of the Study. In any event, the PII must be destroyed within three (3) months of completion of the Study.

4. Right to Audit

During the term of the Study, ISD maintains its right to audit or conduct other monitoring activities of NTN's policies, procedures, and systems with regard to the use of PII. NTN agrees that any PII will not be re-disclosed without permission of ISD except as permitted under applicable federal and state privacy laws.

5. Applicable Law

The laws of the State of Texas govern this DSA.

6. Indemnification

Each Party agrees to indemnify the other against actions, claims, damages and losses, including attorneys' fees that may arise out of or in any way result from the Party's own negligent or intentional acts, errors or omissions. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this DSA and the Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this DSA or pursuant to law. Provided, however, that the parties acknowledge that the ISD is a Texas Independent School District, and as such, enjoys governmental immunity and cannot execute an enforceable indemnity or hold harmless in favor of another party under Texas law. Its indemnity and hold harmless obligations hereunder shall be limited to only those claims for which it would be directly liable under the Texas Tort Claims Act, and then only to the extent of liability provided thereunder as to school districts.

7. Entire Agreement

This DSA supplements and amends the MOU only with respect to the express subject matter herein, and the MOU is otherwise not affected. In the event of a conflict between this DSA and the MOU, the provision of this DSA shall prevail only with respect to the subject matter herein.

8. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.

10. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

11. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

12. Modification and Amendments

This DSA may be amended or modified at any time only in writing by mutual agreement of the authorized representatives of the signatories to this DSA. ISD and NTN further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to ISD and NTN are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term and Termination

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties. The term of this DSA shall expire on the termination date stated in the MOU.

Notwithstanding any other provision of this DSA to the contrary, either Party shall have the right to terminate this DSA at any time upon thirty (30) days' written notice to the other Party.

14. Data Custodians

NTN agrees to designate individuals who will be directly responsible for managing the Educational Records disclosed by ISD to NTN pursuant to this DSA ("Data Custodians"). NTN agrees to inform ISD of the names and position titles of such Data Custodians as soon as possible, but no later than within 30 days of the effective date of this agreement.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties agree to this Data Sharing Agreement as of the last day noted below.

NEW TECH NETWORK, INC.

By:

[Name] [Title]

FABENS INDEPENDENT SCHOOL DISTRICT

SIGNATURE:

By:

[Name] [Title]

99-46/4614438.2



New Tech Network

MEMORANDUM OF UNDERSTANDING FOR NTN College Access Network Participation

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is effective as of April 1, 2021 between NEW TECH NETWORK, INC., a California non-profit corporation (“New Tech Network”) (“NTN”) as partners for the Bill and Melinda Gates Foundation (BMGF) College Access Grant, and Fabens Independent School District (“District”), which both agree to the terms and conditions below between the parties, with support services provided by New Tech Network and participation expectations of the cohort schools within the District participating in the grant.

RECITALS

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. College Access Grant Services.

- (a) Subject to the terms of this MOU, New Tech Network agrees to provide the District and Cohort Schools services as set forth in Exhibit A hereto. District understands and agrees that a mutually agreed definitive agreement directly with New Tech Network is required to join the NTN College Access Network and that entering into this MOU does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection this MOU (the “NTN Materials”). District may only use the NTN materials for the purpose of receiving the services under the NTN College Access Network.
- (b) This Agreement begins with the effective date and terminates July 31, 2024, the end of the grant period. New Tech Network owns and retains all right, title, and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by and made accessible to District in connection with this grant participation.
- (c) Either party may terminate this MOU for cause resulting from breach of the other party upon providing ninety (90) days advance written notice and an opportunity to resolve the issue with the other party.
- (d) The parties agree that they will enter and execute the “NTN Data Sharing Agreement” (DSA) for confidential data sharing between the parties prior to commencement of services under this Agreement. It is agreed that the NTN Data Sharing Agreement shall be in effect until the current business relationship set forth in this Agreement ends.

(e) *Limitation of Liability.* In no event will New Tech Network's liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

(f) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

IN WITNESS WHEREOF, the parties have caused this MOU to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

NEW TECH NETWORK

FABENS INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____

Email the signed copy to:

Jenny Bernicky

jbernicky@newtechnetwork.org

Exhibit A

A. BACKGROUND ON GRANT:

NTN College Access Network serves as the hub for a postsecondary enrollment Network for School Improvement (NSI) with the aim of improving well-matched postsecondary enrollment for Black, Latino, and low-income students at participating schools. Our goal is to increase FAFSA completion, submission of postsecondary applications, and completion of college entrance exams. NTN will support schools to collect data related to these three areas.

Our four-tiered approach is designed to ensure that students, staff, and districts have the following wrap-around services to succeed:

- Continuous Improvement Work: Schools will receive a driver diagram logic model crafted by NTN focused on key indicators and measures for post-secondary enrollments. The driver diagram will assist schools in organizing cross-school learning around common problems of practice.
- Cross-School Collaboration and Learning: Collaboration will be crucial to successfully fulfilling the goals of this grant. Schools will participate in cross-network collaboration to efficiently and effectively scale learning and deepen the impact of the work.
- Capacity Building: This work is intended to aid schools in moving from a single source of support traditional structure to a more comprehensive, school-wide approach for post-secondary planning. The shift will be achieved through shifting adult mindsets, deepening staff knowledge of postsecondary options, and revising or creating new structures and processes for advising, engagements with parents/families and removing barriers to postsecondary enrollment.
- Data Tracking and Sharing: Quality, consistent, and available disaggregated data will be key to supporting the work. NTN will support schools in the collection and analysis of data.

B. RESPONSIBILITIES OF PARTIES:

The parties acknowledge that it is vital to the success of the program that New Tech Network delivers and the school and district take part in all of the activities required during the duration of the grant.

School and district agrees to do the following:

- Ensure availability of school-based college access team for site visits by an NTN College Access Coach
 - 3 visits in Year 1
 - 2 visits in Year 2
 - 1 visit in Year 3
- Ensure availability of school-based college access team to attend and engage in grant-funded convenings
 - 3 convenings in Year 1
 - 3 convenings in Year 2
 - 3 convenings in Year 3
 - *Team participation should be consistent to ensure continuity of the work*
- Draft spending proposal for project stipend (\$6000 annually) aligned to the grant's aim and primary measures at the beginning of the year
- Provide spending details and a measure of impact reflection for project stipend (\$6000 annually) at the end of each school year
 - Funds must be used for school-level college access efforts
- Team members will submit their travel reimbursements within a reasonable amount of time as defined by the NTN Project Coordinator
- Identify a team lead for each college access team. The team lead will be the primary contact and oversee execution of the college access work
- Identify a district sponsor to participate in planning sessions with NTN to monitor progress and address system challenges
- Distribute and support the completion of annual surveys to assess student, faculty, and parent perceptions of school climate and support for college access
- Hold regular meetings with internal school team to ensure progress towards aims and primary measures
- Regularly track and share data within agreed upon data tracking software
- Participate in grant evaluation activities, including completing surveys conducted by NTN and fulfilling data requests
- Provide demographic data when requested within a reasonable amount of time
- Respond to correspondence from NTN within 3 business days

New Tech Network (NTN) agrees to do the following:

- Provide a College Access Coach to lead site visits
 - 3 visits in Year 1
 - 2 visits in Year 2
 - 1 visit in Year 3
- Host regular convenings for school-based college access team
 - 2 convenings in Year 1
 - 3 convenings in Year 2
 - 3 convenings in Year 3
- Cover travel, meals, and lodging expenses for four (4) faculty/staff per participating school to attend in-person convenings
- Provide \$6,000 for college access work (annually)
- Provide \$2,000 stipend to team leads (annually)
- Provide a substitute reimbursement for up to two teachers attending each convening at the rate of up to \$125 per day for up to three days per convening (one day for travel and two days for learning).
- Provide content expertise around continuous improvement and college access to all participating teams
- Provide ongoing support through virtual coaching and learning
- Support school-based teams in developing systems to gather college access data at key points in the year and use this data to guide learning
- For school partners who do not have access to a college access software solution/tool, provide Naviance for juniors and seniors

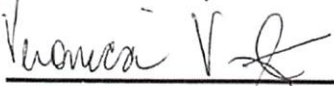
**INVESTMENT REPORT
FEBRUARY 2021**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$10,746,269	\$220	0.03%
Interest & Sinking Fund	\$640,644	\$29	0.03%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,941	\$1	0.13%
Total Lone Star Investment Pool	\$11,398,854	\$250	
 WestStar Bank			
General Operating Account	\$466,988	\$21	0.08%
Activity Account	\$77,181	\$5	0.08%
Robert F Cook - Savings	\$2,073	\$0	0.15%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$17,657	\$0	0.02%
Total WestStar Bank	\$568,765	\$26	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,221	\$0	
Total Wells Fargo Advisors	\$6,221	\$0	
 Total Monthly Interest Earned	\$277		
Total Interest Year to Date 2020-2021	\$3,013		
 Total General Fund Balance	\$7,531,587		

We, the approved Investment Officers of Fabens ISD, hereby certify that the following Investment Report represents the investment position of the district as of February 28, 2021 in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).



MARTIN TORRES, DIRECTOR OF BUSINESS AND FINANCE



VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE
Fund 101

FEBRUARY 2021

	<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	\$882	\$27,707	3.08%
State Matching Revenue	\$8,500	\$0	\$8,500	0.00%
Federal Revenue-Breakfast	\$200,974	\$153,951	\$47,023	76.60%
Federal Revenue-Lunch	\$954,985	\$247,568	\$707,417	25.92%
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	\$402,401	\$909,445	30.67%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,311,846	\$588,780	\$723,066	44.88%
TOTAL EXPENDITURE	\$1,311,846	\$588,780	\$723,066	44.88%

TAX COLLECTIONS REPORT

FEBRUARY 2021

2020-2021

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,258,769	601,517	2,860,286
<u>Actual Collections:</u>			
September	42,068	9,364	51,431
October	27,685	7,129	34,813
November	128,101	35,161	163,262
December	475,057	125,924	600,981
January	1,054,293	280,300	1,334,593
February	323,657	86,041	409,698
March			0
April			0
May			0
June			0
July			0
August			0
Due to/from			
Year To Date	2,050,861	543,918	2,594,779
Tax Rates	1.0547000%	+ 0.2808000% =	1.3355000%

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

FEBRUARY 2021

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11	\$13,361,182	\$6,921,868	\$6,439,314	51.81%
Instruction				
FUNCTION 12	\$295,246	\$138,754	\$156,492	47.00%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$214,203	\$101,866	\$112,337	47.56%
Curriculum and Staff Development				
FUNCTION 21	\$204,902	\$92,360	\$112,542	45.08%
Instructional Leadership				
FUNCTION 23	\$1,440,064	\$653,422	\$786,642	45.37%
School Leadership				
FUNCTION 31	\$896,252	\$400,322	\$495,930	44.67%
Counseling Guidance Services				
FUNCTION 32	\$39,131	\$15,045	\$24,086	38.45%
Social Work Services				
FUNCTION 33	\$318,000	\$152,526	\$165,474	47.96%
Health Services				
		32		
FUNCTION 34	\$1,015,752	\$730,529	\$285,223	71.92%

Transportation				
FUNCTION 35	\$38,052	\$0	\$38,052	0.00%
Food Service				
FUNCTION 36	\$828,699	\$390,895	\$437,804	47.17%
Co-Curricular Athletics				
FUNCTION 41	\$1,332,790	\$540,012	\$792,778	40.52%
General Administration				
FUNCTION 51	\$2,832,797	\$1,157,136	\$1,675,661	40.85%
Plant Maintenance and Operation				
FUNCTION 52	\$304,567	\$135,196	\$169,371	44.39%
Security/Monitoring Services				
FUNCTION 53	\$335,960	\$228,386	\$107,574	67.98%
Data Processing				
FUNCTION 61	\$41,020	\$15,245	\$25,775	37.17%
Community Services				
FUNCTION 81	\$12,150	\$0	\$12,150	0.00%
Facilities Acquisition and Construction				
FUNCTION 99	\$36,000	\$20,741	\$15,259	57.61%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$23,546,767	\$11,694,303	\$11,852,464	49.66%

**GENERAL FUND REVENUE
FUND 199**

FEBRUARY 2021

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,080,597	\$2,050,861	\$29,736	98.57%
Local Revenue-Interest	\$72,190	\$2,799	\$69,391	3.88%
Local Revenue-Miscellaneous	\$298,632	\$191,057	\$107,575	63.98%
LOCAL TOTAL	\$2,451,419	\$2,244,716	\$206,703	91.57%
State Revenue TEA	\$18,065,347	\$10,921,216	\$7,144,131	60.45%
State Funding - HB1	\$768,802	\$438,835	\$329,967	57.08%
On Behalf Payment	\$1,339,229	\$429,570	\$909,659	32.08%
Federal Programs Indirect Costs	\$45,388	\$0	\$45,388	0.00%
ROTC	\$88,697	\$41,675	\$47,022	46.99%
STATE TOTAL	\$20,307,463	\$11,831,296	\$8,476,167	58.26%
TOTAL REVENUE	\$22,758,882	\$14,076,012	\$8,682,870	61.85%

**DEBT SERVICE FUND
FUND 599**

FEBRUARY 2020

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$544,005	\$49,431	91.67%
Local Revenue-Interest	\$9,500	\$175	\$9,325	1.84%
State Revenue	\$1,447,196	\$1,561,014	-\$113,818	107.86%
Transfer In	\$189,171	\$0	\$189,171	0.00%
TOTAL REVENUE	\$2,239,303	\$2,105,194	\$134,109	94.01%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,239,303	\$1,773,065	\$466,238	79.18%
TOTAL EXPENDITURE	\$2,239,303	\$1,773,065	\$466,238	79.18%

Bank Account - WestStar Bank(4178696)					
Start Date - 02-01-2021 End Date - 02-28-2021				Print Date: 03/25/2021 15:47 a	
Issued Checks					
<u>Check Number</u>	<u>Payee</u>		<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
47777	A & M Awards		02/04/2021	Paper Check	\$37.50
47778	A & M Awards		02/04/2021	Paper Check	\$78.50
47779	Autozone		02/04/2021	Paper Check	\$267.52
47780	Brady Industries of Texas, LLC		02/04/2021	Paper Check	\$5,272.84
47781	C & R Distributing LLC		02/04/2021	Paper Check	\$1,245.50
47782	Ced Credit Office		02/04/2021	Paper Check	\$1,061.16
47783	Dell Computer		02/04/2021	Paper Check	\$6,006.70
47784	Department Of Information Resource		02/04/2021	Paper Check	\$1,005.18
47785	Desert Oak Barbeque		02/04/2021	Paper Check	\$175.00
47786	El Paso County Tax Assessor & Collector		02/04/2021	Paper Check	\$57.00
47787	El Paso County Tax Assessor & Collector		02/04/2021	Paper Check	\$8.25
47788	El Paso County Water Dist #4		02/04/2021	Paper Check	\$6,265.80
47789	El Paso ISD		02/04/2021	Paper Check	\$2.00
47790	FTW Robotics		02/04/2021	Paper Check	\$3,870.00
47791	Far West Services, Inc.		02/04/2021	Paper Check	\$559.14
47792	Farah Law Group, PLLC		02/04/2021	Paper Check	\$1,110.00
47793	Federal Express		02/04/2021	Paper Check	\$61.21
47794	GM Data Products		02/04/2021	Paper Check	\$77.80
47795	Hercules Industries, Inc.		02/04/2021	Paper Check	\$426.77
47796	IMPAC		02/04/2021	Paper Check	\$26.85
47797	Katherine M. Reyes-Brooks		02/04/2021	Paper Check	\$1,260.00
47798	Labatt Food Service		02/04/2021	Paper Check	\$4,226.92
47799	MCI		02/04/2021	Paper Check	\$33.05
47800	Mci Comm Service		02/04/2021	Paper Check	\$4.05
47801	Mci Comm Service		02/04/2021	Paper Check	\$38.14
47802	Mission Linen & Uniform		02/04/2021	Paper Check	\$749.30
47803	NCS Pearson		02/04/2021	Paper Check	\$125.00
47804	Nasco-Fort Atkinson		02/04/2021	Paper Check	\$352.21
47805	National Restaurant Supply		02/04/2021	Paper Check	\$166.00
47806	Office Depot		02/04/2021	Paper Check	\$2,058.00
47807	Perez Propane, LLC		02/04/2021	Paper Check	\$614.94
47808	Premier Uniforms & Tactical Supply		02/04/2021	Paper Check	\$90.00
47809	Price's Creameries		02/04/2021	Paper Check	\$571.35
47810	Region Xix Esc		02/04/2021	Paper Check	\$600.00
47811	Saucedo Security Solutions	36	02/04/2021	Paper Check	\$382.50
47812	School Specialty		02/04/2021	Paper Check	\$194.76
47813	Sonitrol of El Paso		02/04/2021	Paper Check	\$8.00

47814	Southwest Drug-Alcohol & DNA Testing		02/04/2021	Paper Check	\$399.00
47815	Sports Supply Group, Inc.		02/04/2021	Paper Check	\$383.50
47816	Sprint		02/04/2021	Paper Check	\$3,400.00
47817	TASB		02/04/2021	Paper Check	\$741.76
47818	TASB		02/04/2021	Paper Check	\$36.00
47819	Texas Art Education Association		02/04/2021	Paper Check	\$68.00
47820	Texas Department Of Public Safety		02/04/2021	Paper Check	\$3.00
47821	Texas State University		02/04/2021	Paper Check	\$390.00
47822	The Sherwin-Williams Co.		02/04/2021	Paper Check	\$1,111.51
47823	Verizon Business		02/04/2021	Paper Check	\$78.91
47824	Verizon Wireless		02/04/2021	Paper Check	\$308.13
47825	Verizon Wireless		02/04/2021	Paper Check	\$3,210.07
47826	West Texas County Courier		02/04/2021	Paper Check	\$645.00
47827	Wholesale Lumber of Fabens LLC		02/04/2021	Paper Check	\$335.29
47828	Windstream Communications C/o Bank Of America, Na		02/04/2021	Paper Check	\$825.53
47829	Windstream Corporation		02/04/2021	Paper Check	\$3,118.45
47830	Xerox Business Solutions Southwest		02/04/2021	Paper Check	\$10,026.05
47831	Jacob Belshe		02/04/2021	Paper Check	\$42.00
47832	Joel Dyer		02/04/2021	Paper Check	\$80.00
47833	Joel Dyer		02/04/2021	Paper Check	\$140.00
47838	American Express		02/05/2021	Paper Check	\$1,834.58
47839	B & H Photo Video		02/05/2021	Paper Check	\$356.90
47840	Claims Administrative Services		02/05/2021	Paper Check	\$14,040.00
47841	El Paso Community College		02/05/2021	Paper Check	\$14,740.00
47842	Sierra Springs		02/05/2021	Paper Check	\$257.96
47843	Time Warner Cable		02/05/2021	Paper Check	\$208.41
47844	Wholesale Lumber of Fabens LLC		02/05/2021	Paper Check	\$114.07
47845	A & M Awards		02/11/2021	Paper Check	\$30.50
47846	Angelina Fernandez		02/11/2021	Paper Check	\$1,855.00
47847	Apple Computer Inc		02/11/2021	Paper Check	\$1,130.00
47848	Autozone		02/11/2021	Paper Check	\$2,420.32
47849	B & H Photo Video		02/11/2021	Paper Check	\$1,242.31
47850	Barnes & Noble College Booksellers, Inc.		02/11/2021	Paper Check	\$1,613.05
47851	Belen Briones		02/11/2021	Paper Check	\$2,437.50
47852	Carolina Biological Supply Co		02/11/2021	Paper Check	\$203.26
47853	Carolina Biological Supply Co		02/11/2021	Paper Check	\$254.93
47854	Carolina Biological Supply Co		02/11/2021	Paper Check	\$5.65
47855	E. E. Schenck, Co.		02/11/2021	Paper Check	\$283.18
47856	Fabens I.S.D.		02/11/2021	Paper Check	\$85.81
47857	Fabens Oil Co.		02/11/2021	Paper Check	\$3,294.23
47858	Federal Express		02/11/2021	Paper Check	\$109.44
47859	Hercules Industries, Inc.	37	02/11/2021	Paper Check	\$155.86
47860	Home Depot Credit Services		02/11/2021	Paper Check	\$523.77
47861	Johnstone Supply		02/11/2021	Paper Check	\$999.62

47862	Maria I. Quiroz		02/11/2021	Paper Check	\$1,260.00
47863	O'Reilly Auto Parts		02/11/2021	Paper Check	\$472.93
47864	Office Depot		02/11/2021	Paper Check	\$2,396.34
47865	Oriental Trading Co Inc		02/11/2021	Paper Check	\$1,240.68
47866	Perez Propane, LLC		02/11/2021	Paper Check	\$141.87
47867	RedGear LLC		02/11/2021	Paper Check	\$9,061.68
47868	Region Xix Esc		02/11/2021	Paper Check	\$75.00
47869	Rubber Ducky Screenprinting		02/11/2021	Paper Check	\$20.00
47870	S & S Welding		02/11/2021	Paper Check	\$200.00
47871	Sarah Aguilar Perez		02/11/2021	Paper Check	\$3,850.00
47872	Singleton, Clark & Company, PC		02/11/2021	Paper Check	\$9,120.00
47873	Southwest Disposal		02/11/2021	Paper Check	\$2,630.00
47874	Sports Supply Group, Inc.		02/11/2021	Paper Check	\$789.00
47875	Sprint		02/11/2021	Paper Check	\$3,400.00
47876	Sun City Analytical Inc		02/11/2021	Paper Check	\$150.00
47877	Sun Valley Equipment Sales		02/11/2021	Paper Check	\$175.20
47878	Texas Gas Service		02/11/2021	Paper Check	\$17,223.21
47879	Time Warner Cable		02/11/2021	Paper Check	\$3,769.26
47880	Tres Pesetas Inc		02/11/2021	Paper Check	\$400.00
47881	UTEP-Bookstore		02/11/2021	Paper Check	\$547.43
47882	Watson Pest Management		02/11/2021	Paper Check	\$975.00
47883	Zee Medical		02/11/2021	Paper Check	\$91.45
47884	Zee Medical		02/11/2021	Paper Check	\$123.50
47885	Zee Medical		02/11/2021	Paper Check	\$304.00
47886	Jacob Belshe		02/11/2021	Paper Check	\$300.00
47887	Alicia Garcia		02/11/2021	Paper Check	\$250.00
47891	Joel Dyer		02/17/2021	Paper Check	\$140.00
47892	Joel Dyer		02/17/2021	Paper Check	\$80.00
47893	Manuel Hernandez		02/17/2021	Paper Check	\$288.00
47894	Raymond Hernandez		02/17/2021	Paper Check	\$200.00
47895	Marcela Licerio		02/17/2021	Paper Check	\$315.23
47896	All American Flags & Banners		02/18/2021	Paper Check	\$196.20
47897	Apple Computer Inc		02/18/2021	Paper Check	\$2,215.00
47898	B & H Photo Video		02/18/2021	Paper Check	\$2,014.99
47899	Barnes & Noble College Booksellers, Inc.		02/18/2021	Paper Check	\$2,100.60
47900	Baudville, Inc		02/18/2021	Paper Check	\$596.45
47901	Brady Industries of Texas, LLC		02/18/2021	Paper Check	\$3,917.71
47902	Caldarella's Restaurant Supply		02/18/2021	Paper Check	\$401.75
47903	Education Service Center Region VI		02/18/2021	Paper Check	\$120.00
47904	First Financial Administrators		02/18/2021	Paper Check	\$13,197.50
47905	Friedman Recycling Co., Inc.		02/18/2021	Paper Check	\$494.00
47906	Joe's Land Cleaning		02/18/2021	Paper Check	\$650.00
47907	Maria I. Quiroz	38	02/18/2021	Paper Check	\$1,400.00
47908	Mary Alice Rios		02/18/2021	Paper Check	\$315.23

47909	Mission Linen & Uniform		02/18/2021	Paper Check	\$2,736.70
47910	Mounce, Green, Myers, Safi Paxson &		02/18/2021	Paper Check	\$1,012.50
47911	O'Reilly Auto Parts		02/18/2021	Paper Check	\$439.46
47912	Olivas Music		02/18/2021	Paper Check	\$97.00
47913	Piedmont Plastics		02/18/2021	Paper Check	\$480.76
47914	Pitney Bowes Global Financial Services Llc		02/18/2021	Paper Check	\$49.58
47915	Price's Creameries		02/18/2021	Paper Check	\$1,774.69
47916	Purchase Power		02/18/2021	Paper Check	\$4,035.00
47917	Rio Seco Ag, LLC		02/18/2021	Paper Check	\$152.98
47918	Scholastic Book Fairs		02/18/2021	Paper Check	\$2,068.73
47919	Spectrum Technologies		02/18/2021	Paper Check	\$956.00
47920	Stuart C. Cox, Trustee		02/18/2021	Paper Check	\$1,277.90
47921	Subway		02/18/2021	Paper Check	\$695.69
47922	TCG Administrators		02/18/2021	Paper Check	\$203.59
47923	Time Warner Cable		02/18/2021	Paper Check	\$1,676.85
47924	Verizon Business		02/18/2021	Paper Check	\$70.91
47925	W.W. Grainger Inc		02/18/2021	Paper Check	\$501.15
47926	West Texas County Courier		02/18/2021	Paper Check	\$1,064.00
47927	Wholesale Lumber of Fabens LLC		02/18/2021	Paper Check	\$129.68
47928	Joel Dyer		02/18/2021	Paper Check	\$220.00
47931	ATPE		02/25/2021	Paper Check	\$971.50
47932	American Heritage Life		02/25/2021	Paper Check	\$60.46
47933	Autozone		02/25/2021	Paper Check	\$479.81
47934	B & H Photo Video		02/25/2021	Paper Check	\$103.11
47935	Barnes & Noble College Booksellers, Inc.		02/25/2021	Paper Check	\$367.50
47936	Brady Industries of Texas, LLC		02/25/2021	Paper Check	\$189.00
47937	Ced Credit Office		02/25/2021	Paper Check	\$87.21
47938	Decision Tree Technologies		02/25/2021	Paper Check	\$15,220.00
47939	El Paso Electric Co		02/25/2021	Paper Check	\$22,019.73
47940	Far West Services, Inc.		02/25/2021	Paper Check	\$2,641.76
47941	First Financial Administrators		02/25/2021	Paper Check	\$6,197.50
47942	First Financial Administrators		02/25/2021	Paper Check	\$59,247.67
47943	Gov Connection, Inc.		02/25/2021	Paper Check	\$299.07
47944	HOSA-TA		02/25/2021	Paper Check	\$90.00
47945	Horizon Golf and Conference Center		02/25/2021	Paper Check	\$2,500.00
47946	Interstate Battery Systems Of El Paso		02/25/2021	Paper Check	\$101.95
47947	Labatt Food Service		02/25/2021	Paper Check	\$16,696.68
47948	Mci Comm Service		02/25/2021	Paper Check	\$38.14
47949	Met Life Insurance Company		02/25/2021	Paper Check	\$73.22
47950	Mission Linen & Uniform		02/25/2021	Paper Check	\$836.10
47951	National Centers For Youth Issues		02/25/2021	Paper Check	\$500.00
47952	National Restaurant Supply		02/25/2021	Paper Check	\$75.00
47953	Office Depot	39	02/25/2021	Paper Check	\$1,416.98
47954	Pre-Paid Legal Services		02/25/2021	Paper Check	\$15.96

47955	Region Xix Esc		02/25/2021	Paper Check	\$100.00
47956	Sonitrol of El Paso		02/25/2021	Paper Check	\$90.00
47957	Sports Supply Group, Inc.		02/25/2021	Paper Check	\$2,175.00
47958	Stuart C. Cox, Trustee		02/25/2021	Paper Check	\$1,277.90
47959	TCG Administrators		02/25/2021	Paper Check	\$180.76
47960	TSTA		02/25/2021	Paper Check	\$1,887.98
47961	Unum Life Insurance Co Unum/Provident		02/25/2021	Paper Check	\$458.88
47962	Verizon Wireless		02/25/2021	Paper Check	\$139.88
47963	Watson Pest Management		02/25/2021	Paper Check	\$5,280.00
47964	Windstream Corporation		02/25/2021	Paper Check	\$3,132.77
47965	Zee Medical		02/25/2021	Paper Check	\$444.83
47966	Joel Dyer		02/25/2021	Paper Check	\$140.00
				Issued Checks SubTotal	\$ 365,416.22
Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
47800	Mci Comm Service	02/04/2021	02/05/2021	Paper Check	\$ 4.05
47827	Wholesale Lumber of Fabens LLC	02/04/2021	02/05/2021	Paper Check	\$ 335.29
47832	Joel Dyer	02/04/2021	02/22/2021	Paper Check	\$ 80.00
47833	Joel Dyer	02/04/2021	02/22/2021	Paper Check	\$ 140.00
47892	Joel Dyer	02/17/2021	02/22/2021	Paper Check	\$ 80.00
47908	Mary Alice Rios	02/18/2021	02/22/2021	Paper Check	\$ 315.23
				Voided Checks SubTotal	\$ 954.57
				Net Amount	\$ 364,461.65



**School Board Member/Superintendent
Continuing Education Services Agreement
2020 – 2021**

PURPOSE: To annually provide new and experienced regional school board members with all continuing education requirements as described in the Texas Administrative Code, Chapter 61.1.

BENEFITS: By providing the opportunity for trustees to obtain all the continuing education locally, district economic efficiency is improved by reducing travel costs and other related fees. Annual verification of school board member continuing education credit hours will be reported to district contacts.

This Service Agreement, at an annual cost of \$1,525 per School District includes:

- **Conference for Board Members and Superintendents** that may focus on:
 - *Introduction to the Texas Education Code* for newly elected board members.
 - *Legislative Update* for sitting board members in the year following sessions of the Texas Legislature.
 - *Team Building* to include needs assessment and annual plan for continuing education based on the identified needs. District leadership may select an on-site Tier II training of their choice.
 - *Vision, Structure, Accountability, Advocacy and Unity* continuing education that meets the needs identified in TEA Framework for School Board Development.
 - *Evaluating and Improving Student Outcomes* continuing education that is designed to support the oversight role of the board on evaluating student academic performance; facilitate board plans that set goals for early childhood literacy and mathematics and college, career and military readiness
 - *Identifying and Reporting Abuse and Trafficking* to include identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children.
- *Board Member/Superintendent Leadership* Spring Workshop
- *Far West Texas School Board Association* Membership Dues for 2020 – 2021
- *Board Member/Superintendent Summit*

Costs for meals and materials provided at the continuing education credit sessions listed above are included in the Service Agreement. Upon request, ESC-Region 19 may provide customized district trainings at an additional cost.

CONTACT:

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Leadership & Accountability
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Terri Escandon
Leadership & Accountability
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SIGNATURES:

*Superintendent
Fabens ISD*

*Dr. Armando Aguirre, Executive Director
Education Service Center - Region 19*

*School Board President
Fabens ISD*



School Board Member Training

A variety of standard and customized training opportunities are available to meet local school district needs. All trainings are correlated to the statewide standard and/or duties of a school board member.

Training Sessions Offered:

- Board Member Ethics
- Building Trust in Leadership
- Customized Training
- District and Campus Accountability Systems
- Educator Ethics
- Evaluating and Improving Student Outcomes
- FIRST (Financial Integrity Rating System of Texas) Training
- Goal Setting
- Identifying and Reporting Abuse and Trafficking
- Introduction to the Texas Education Code for new and experienced school board members
- Roles and Responsibilities of School Board Members and Superintendent
- School Board Accountability
- State and Federal Programs
- Team Building
- Texas Principal Evaluation and Support System (T-PRESS)
- Texas Teacher Evaluation and Support System (T-TESS)
- Update to the Texas Education Code (after legislative session: length determined by issues addressed in legislation)





Approval of Pre-Kindergarten Textbook Adoption

This year, the Pre-Kindergarten curriculum is up for adoption. The Fabens Elementary PreK teachers reviewed all available programs and have selected Frog Street Pre-K.

Frog Street Pre-K was highly ranked in all 12 domains by the Texas Resource Review. They scored it 100% in all areas. (Domains: Texas Pre-K Guidelines Alignment, Integration of Content, Skills and Effective Practices, Health and Wellness, Language and Communication Domain, Emergent Literacy: Reading Domain, Emergent Literacy: Writing Domain, Mathematics, Science, SS, Fine Arts and Technology, Progress monitoring, Supports for All Learners, Implementation, and it's available Online and Print Format).

Vote:

Creative Curriculum for Texas	Scholastic	Frog Street
1	0	3

BUDGET IMPACT:

The cost for this program will be covered by our Textbook Allotment funds.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board give approval to adopt:

Frog Street PreK Program

**FABENS ISD
BOARD OF TRUSTEES**

**LONE STAR GOVERNANCE
Board Agenda Item**

TITLE	Selection of Date for Next Board Self Constraints and Board Operating Procedures Workshop	Date Requested	03/31/2021
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:	Dr. Vijil and Board	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

In order to continue the work of the board constraints and board procedures, please have personal calendars available in order to set a board workshop with LSG Coach, Monica Jaloma.

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Fabens ISD Campus and District Teacher of the Year Presentation	Date Requested	03/31/2021
Requested By:	Ms. Audry Ortegon – Galvan	Approximate Time	10 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Ms. Audry Ortegon-Galvan and Campus Teachers of the Year	Who Has Been Involved:	DIT Interview Committee
How Will It Benefit the District's Mission/Goals?	Recognition of Teachers	How Will Request Be Financed?	No Cost
		Cost to District:	No Cost

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Resolution of the Board of Trustees Regarding Employee Pay During Weather Emergency Closure	Date Requested	03/31/2021
Requested By:	Dr. Veronica Vijil	Approximate Time	5 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the Resolution of the Board of Trustees Regarding Employee Pay During Weather Emergency Closure as presented.	Information Only:	No
People Participating In Presentation:		Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	



**RESOLUTION OF THE BOARD OF TRUSTEES OF THE
FABENS INDEPENDENT SCHOOL DISTRICT
REGARDING EMPLOYEE PAY DURING WEATHER
EMERGENCY**

WHEREAS, inclement weather conditions across Texas resulted in freezing temperatures, sleet, ice and snow on February 15, 2021; and

WHEREAS, freezing temperatures in Fabens, Texas and surrounding areas resulted in loss of power, water and other basic necessities, necessitating school closures; and

WHEREAS, while schools remained closed, some employees of the District continued to work to protect District property and preserve District operations, while others were without work although they were ready, willing and able to return to work; and

WHEREAS, the Board finds that there is a public purpose served, and a benefit to Fabens ISD, for the District to: (1) demonstrate support of its employees, (2) enhance employee morale, and (3) support the retention of employees, by paying employees for the day that Fabens ISD was closed during the weather emergency, who worked during the weather emergency to protect and preserve property of the District:

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Fabens Independent School District as follows:

1. All the above-referenced recitals are incorporated into and made a part of this Resolution.
2. There is a public purpose served, and a benefit to Fabens ISD for the District to authorize the Superintendent of Schools to compensate school district employees who remained ready, willing and able to work during the day of February 15, 2021

but who were prohibited from working due to emergency weather closures.

3. The Board authorizes the Superintendent of Schools to compensate employees for hours or the day of February 15, 2021. This authority applies retroactively to include the February pay period(s).

PASSED and **ADOPTED** this 31st day of March 2021, by the Board of Trustees of the Fabens Independent School District.

Presiding Officer, Board of Trustees

Attest:

Secretary, Board of Trustees

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Possible Action on Fabens ISD roof Improvements Request for Sealed Proposals Project # 20-1107-48	Date Requested	03/31/2021
Requested By:	Mr. Ruben Carrillo and Mr. Brad Draper	Approximate Time	20 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the selected vendor for the roof improvements Request for Sealed Proposals Project # 20-1107-48 as presented.	Information Only:	No
People Participating In Presentation:	Mr. Brad Draper	Who Has Been Involved:	Mr. Ruben Carrillo, Mr. Brad Draper
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	Assigned fund balance (\$150,000) and insurance coverage
		Cost to District:	

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion of Fabens ISD Board of Trustees Place #3 Vacancy	Date Requested	03/31/2021
Requested By:	Dr. Veronica Vijil	Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:		Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

BOARD MEMBERS
VACANCIES AND REMOVAL FROM OFFICE

BBC
(LEGAL)

Note: If the district is subject to a court order or other binding legal determination, the district shall conduct its elections in accordance with that court order or determination, applicable law, and this policy. To the extent of any conflict, the court order or other legal determination shall prevail. [See BBB(LOCAL)]

Resignation	To be effective, a board member's resignation must be in writing and signed by the board member and delivered to the presiding officer of the board. A board may not refuse to accept a resignation. <i>Election Code 201.001</i>
Effective Date	If a board member submits a resignation, whether to be effective immediately or at a future date, a vacancy occurs on the date the resignation is accepted by the board or on the eighth day after the date of its receipt by the board, whichever is earlier. <i>Election Code 201.023</i>
Holdover Doctrine	All public officers shall continue to perform the duties of their offices until their successors shall be duly qualified (i.e., sworn in). Until the vacancy created by a board member's resignation is filled by a successor, the board member continues to serve and have the duties and powers of office and continues to be subject to the nepotism provisions. A holdover board member may not vote on the appointment of his or her successor. <i>Tex. Const., Art. XVI, Sec. 17; Atty. Gen. Ops. JM-636 (1987), O-6259 (1945)</i> [See DBE for more information on nepotism]
Residency	A person elected or appointed to serve as a board member must remain a resident of the district throughout the term of office. A board member who ceases to reside in the district vacates the office. <i>Tex. Const., Art. XVI, Sec. 14; Prince v. Inman, 280 S.W.2d 779 (Tex. Civ. App.—Beaumont 1955, no writ); Whitmarsh v. Buckley, 324 S.W.2d 298 (Tex. Civ. App.—Houston 1959, no writ)</i> [See BBA]
Single-Member District	A trustee vacates the office if the trustee ceases to reside in the district the trustee represents. <i>Education Code 11.052(g)</i>
Filling a Vacancy	If a vacancy occurs on the board, the remaining board members may fill the vacancy by appointment until the next trustee election, or may order a special election to fill the vacancy. If more than one year remains in the term of the position vacated, the vacancy shall be filled not later than the 180th day after the date the vacancy occurs. <i>Education Code 11.060</i>

**BOARD MEMBERS
VACANCIES AND REMOVAL FROM OFFICE**

**BBC
(LEGAL)**

Appointment	To be eligible to be appointed to a board, a person must have the qualifications set forth at Election Code 141.001(a). <i>Election Code 141.001(a)</i> [See BBA]
Special Election	<p>A special election to fill a vacancy shall be conducted in the same manner as the district's general election. <i>Education Code 11.060(c)</i></p> <p>An election to fill a vacancy shall be to fill the unexpired term only. <i>Tex. Const. Art. XVI, Sec. 27</i></p>
<i>Date of Election</i>	A special election to fill a vacancy shall be held on an authorized uniform election date occurring within the required period after the vacancy occurs. If no uniform election date affords enough time to hold the election in the manner required by law, the election shall be held on the first authorized uniform election date occurring after the expiration of the period. <i>Election Code 41.001(a), .004(a); Atty. Gen. Op. KP-102 (2016)</i> [See BBB]
<i>Ordering Election</i>	<p>If a vacancy is to be filled by special election, the election shall be ordered as soon as practicable after the vacancy occurs. <i>Election Code 201.051(a)</i></p> <p>Except as otherwise provided by the Election Code, a special election to fill a vacancy shall be held on the first authorized uniform election date occurring on or after the 46th day after the date the election is ordered. <i>Election Code 201.052(a)</i></p> <p>If the special election is to be held on the date of the general election for state and county officers, the election shall be ordered not later than the 78th day before election day. The general election for state and county officers is the first Tuesday after the first Monday in November in even-numbered years. <i>Election Code 41.002, 201.051</i></p>
Officer's Statement and Oath	For requirements regarding the officer's statement and oath of office, see BBBB(LEGAL).
Former Board Member Employment	A trustee may not accept employment with the district until the first anniversary of the date the trustee's membership on a board ends. <i>Education Code 11.063</i>
Involuntary Removal from Office	On his or her own motion or at the request of an individual, the attorney general or the county or district attorney may petition the district court for leave to file an information in the nature of quo warranto. An action in the nature of quo warranto is available if:
Quo Warranto	<ol style="list-style-type: none">1. A person usurps, intrudes into, or unlawfully holds or executes an office; or2. A public officer does an act or allows an act that by law causes forfeiture of office.

**BOARD MEMBERS
VACANCIES AND REMOVAL FROM OFFICE**

**BBC
(LEGAL)**

If the person against whom the information is filed is found guilty as charged, the court:

1. Shall enter judgment removing the person from the office and for the costs of prosecution; and
2. May fine the person for usurping, intruding into, or unlawfully holding and executing the office.

Civ. Prac. & Rem. Code 66.001–.003

**Removal by Petition
and Trial**

A proceeding for the removal of a board member is begun by filing a written petition for removal in district court of the county in which the board member resides. A resident of the state who has lived for at least six months in the county in which the petition is to be filed and who is not currently under indictment in the county may file a petition. *Local Gov't Code 87.015*

***Reasons for
Removal***

A board member may be removed from office for:

1. "Incompetency," which means:
 - a. Gross ignorance of official duties;
 - b. Gross carelessness in the discharge of those duties; or
 - c. Unfitness or inability to promptly and properly discharge official duties because of a serious physical or mental defect that did not exist at the time of election.
2. "Official misconduct," which means intentional, unlawful behavior relating to official duties by a board member entrusted with the administration of justice or the execution of the law. The term includes an intentional or corrupt failure, refusal, or neglect of a board member to perform a duty imposed on the board member by law.
3. Intoxication on or off duty caused by drinking an alcoholic beverage, but not if it was caused by drinking an alcoholic beverage on the direction and prescription of a licensed physician.
4. Conviction of a board member by a jury for any felony or for misdemeanor official misconduct. The conviction of a public officer by a petit jury for any felony or for a misdemeanor involving official misconduct operates as an immediate removal from office of that officer.

Tex. Const., Art. V, Sec. 24; Local Gov't Code 87.011, .012(14), .013, .031

**BOARD MEMBERS
VACANCIES AND REMOVAL FROM OFFICE**

**BBC
(LEGAL)**

***Removal for
Purchasing
Violations***

A trustee who is convicted of a purchasing offense [see CH(LEGAL), regarding impermissible practices] is considered to have committed official misconduct and is subject to removal under Local Government Code Chapter 87. *Education Code 44.032(e)*

**Temporary
Replacement of
Board Member on
Military Active Duty**

A board member who enters active duty in the armed forces of the United States as a result of being called to duty, drafted, or activated does not vacate the office held, but the board may appoint a replacement to serve as a temporary board member if the elected or appointed board member will be on active duty for longer than 30 days.

The board member who is temporarily replaced may recommend to the board the name of a person to temporarily fill the office. The board shall appoint the temporary board member to begin service on the date specified in writing by the board member being temporarily replaced as the date the board member will enter active military service.

A temporary board member has all the powers, privileges, and duties of the office as the board member who is temporarily replaced. A temporary board member shall perform the duties of office for the shorter period of:

1. The term of the active military service of the board member who is temporarily replaced; or
2. The term of office of the board member who is temporarily replaced.

"Armed forces of the United States" means the United States Army, the United States Navy, the United States Air Force, the United States Marine Corps, the United States Coast Guard, any reserve or auxiliary component of any of those services, or the National Guard.

Tex. Const., Art. XVI, Sec. 72

Hola My Friend

Thank you for the quotes - can you tell me the difference between the \$27,829.74 and the \$38,635.18 - what is it attributed to - I do see payroll differences but why.

When we send the information to the Board of Trustees - I want to explain the difference to them.

Thank you so much and Stay Safe

Terri

[Quoted text hidden]

Vanessa Ruiz

Fri, Mar 5, 2021 at 11:01 AM

To: Terri Rodriguez <terriron@fabensisd.net>

Cc: "Lisa R. Wise"

Hola My Friend

Hope this email finds you ok and safe

For Fabens ISD we would normally open 3 Early Voting sites and 3 Election Day Sites

Courthouse

Rogelio

WE Neill

For those three sites to be open the cost is the 38,635.18. That will cover payroll and equipment.

The other option is for you to declare your site (we use Rogelio in Fabens) as the main early voting site. When you declare the site as the main early voting site, you would not pay for using the Courthouse..

For those two sites to be open the cost is the 27,829.74. That will cover payroll and equipment.

Please let me know if you have any other questions

Vanessa Ruiz

Elections Department
 500 E. San Antonio Ave. Suite 314
 El Paso, Texas 79901
 Phone (915) 546-2154
 Fax (915) 546-2220
 www.epcountyvotes.com



Fabens ISD
May 2021 Election

Estimate "Exhibit A"

Payroll

1. Central Counting Station	\$	397.50
2. Early Voting	\$	9,300.00
3. Election Day	\$	2,320.86
4. Staff Overtime	\$	1,045.00
5. Temporary Help	\$	1,550.00
6. Training	\$	584.00
Payroll Total	\$	15,197.36

Election Expenses

7. Election Tabulation Software and Supplies	\$	250.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	160.00
9. Publication of Notices	\$	100.50
10. Parking Garage Judges and Clerks	\$	75.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	1,650.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$	100.00

Early Voting

13. Poll Pads	\$	317.00
14. Internet Connections /Cellphones	\$	279.20
15. Security Seals- Early Voting	\$	126.22
16. Kits- Early Voting	\$	180.00
17. Utilities- Early Voting Locations	\$	-
18. Touchscreen Voting Machines- Early Voting	\$	1,938.00

Election Day

19. Poll Pads	\$	317.00
20. Internet Connections & Phones	\$	227.92
21. Security Seals- Election Day	\$	50.00
22. Kits- Election Day	\$	180.00
23. Touchscreen Voting Machines- Election Day	\$	1,938.00

Election Expenses Total	\$	7,888.84
Subtotal	\$	23,086.20
Administrative Fees 10%	\$	2,308.62
Grand Total	\$	25,394.82

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**Fabens ISD
 Election**

Estimate "Exhibit A"

Payroll	
1. Central Counting Station	\$ 150.00
2. Early Voting	\$ 12,700.00
3. Election Day	\$ 1,276.25
4. Staff Overtime	\$ 4,427.38
5. Temporary Help	\$ -
6. Training	\$ 481.25
Payroll Total	\$ 19,034.88

Election Expenses	
7. Election Tabulation Software and Supplies	\$ 250.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$ 160.00
9. Publication of Notices	\$ 189.00
10. Parking Garage Judges and Clerks	\$ 250.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$ -
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$ 250.00

Early Voting	
13. Poll Pads	\$ 317.00
14. Internet Connections /Cellphones	\$ 279.20
15. Security Seals- Early Voting	\$ 126.22
16. Kits- Early Voting	\$ 180.00
17. Utilities- Early Voting Locations	\$ -
18. Touchscreen Voting Machines- Early Voting	\$ 1,938.00

Election Day	
19. Poll Pads	\$ 158.50
20. Internet Connections & Phones	\$ 113.96
21. Security Seals- Election Day	\$ 25.00
22. Kits- Election Day	\$ 90.00
23. Touchscreen Voting Machines- Election Day	\$ 1,938.00

Election Expenses Total	\$ 6,264.88
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Subtotal	\$ 25,299.76
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Administrative Fees 10%	\$ 2,529.98
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Grand Total	\$ 27,829.74
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**Fabens ISD
 Election**

Estimate "Exhibit A"

Payroll		
1. Central Counting Station	\$	150.00
2. Early Voting	\$	19,050.00
3. Election Day	\$	2,046.25
4. Staff Overtime	\$	4,427.38
5. Temporary Help	\$	-
6. Training	\$	481.25
Payroll Total	\$	26,154.88

Election Expenses		
7. Election Tabulation Software and Supplies	\$	250.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	180.00
9. Publication of Notices	\$	189.00
10. Parking Garage Judges and Clerks	\$	260.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	-
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$	250.00

Early Voting		
13. Poll Pads	\$	396.25
14. Internet Connections /Cellphones	\$	418.80
15. Security Seals- Early Voting	\$	189.33
16. Kits- Early Voting	\$	270.00
17. Utilities- Early Voting Locations	\$	-
18. Touchscreen Voting Machines- Early Voting	\$	2,740.75

Election Day		
19. Poll Pads	\$	396.25
20. Internet Connections & Phones	\$	341.88
21. Security Seals- Election Day	\$	75.00
22. Kits- Election Day	\$	270.00
23. Touchscreen Voting Machines- Election Day	\$	2,740.75

Election Expenses Total	\$	8,968.01
Subtotal	\$	35,122.89
Administrative Fees 10%	\$	3,512.29
Grand Total	\$	38,635.18

**FABENS ISD
BOARD OF TRUSTEES**

Date: 03/31/2021 Presented By: Presiding Officer

Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

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