

Board Book



**Fabens ISD
Regular Meeting
Wednesday, March 30, 2022 @ 6:30 PM**

**Notice of Regular Meeting
Board of Trustees
Wednesday, March 30, 2022**

A Regular Meeting of the Board of Trustees will be held on Wednesday, March 30, 2022, 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.

Per Fabens ISD Board Policy BE (Legal), a quorum of the Fabens ISD Board of Trustees will be physically present at 821 NE G. Avenue. A Board member will be participating remotely in this board meeting by means of a video conference.

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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, March 25, 2022

For the Board of Trustees

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

Date: 03/30/2022 Presented By: Board President
Subject: Call to Order, Roll Call, Pledge of Allegiance, Mission and Vision Statements Related Page(s) N/A

Action

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

The March 30, 2022 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

.....
VISION STATEMENT

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

MISSION STATEMENT

All students of the District will be prepared to be successful, lifelong, global learners.

**FABENS ISD
BOARD OF TRUSTEES**

Date: 03/30/2022 Presented By: Board President
Subject: Communications and Visitors Related Page(s) N/A

Action

BACKGROUND INFORMATION:

The Board President will allow anyone who has signed the sheet to address the Board at this time. According to board policy BED (Local):

“The Board encourages comments from citizens of the district or employees. The Board asks that comments pertain to public education issues and be no longer than 15 minutes.

“Remember that the Board may not discuss any issues that are not posted on our agenda

“The board will not hear complaints or concerns regarding individual employees or students at this time. The district has a policy outlining procedures for bringing complaints or concerns about specific individuals to the attention of the district and ensuring that they are addressed in a timely manner.

“Copies of our district policies on public participation in meetings and filing complaints are available at the Office of the Superintendent.”

Finally, please be aware that rules of decorum will be enforced during the public comment period. Personal attacks, name-calling, and rude or slanderous remarks will not be tolerated. Each participant is legally responsible for the content and consequences of his/her own statements.

**FABENS ISD
BOARD OF TRUSTEES**

**Superintendent Report
Board Agenda Item**

TITLE	Superintendent Report	Date Requested	03/30/2022
Requested By:	Dr. Veronica Vijil	Approximate Time	15 minutes
Division Approval:	None	Action Needed:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	See Below	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?	N/A	How Will Request Be Financed?	N/A
		Cost to District:	N/A

TOPICS

BRAGGING RIGHTS:

Texas Association of Community Schools Academic Challenge Winners
March – Athletic Trainer Month
UIL One Act Play Members
Esports
Evelyn Schwartz Endowed Award Recipient – Ms. Citlali Avalos
Property Casualty Alliance of Texas Bus Driver of the Year

FABENS ISD

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

TITLE	2021 – 2022 New Hires	Date Requested	03/30/2022
Requested By:	Ms. Debbie Betancourt	Approximate Time	15 minutes
Division Approval:	N/A	Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Ms. Betancourt and New hires	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

FABENS ISD

DISTRICT EMPLOYEES AND OFFICERS Board Agenda Item

TITLE	Fabens ISD Teachers of the Year Recognitions	Date Requested	03/30/2022
Requested By:	Ms. Debbie Betancourt	Approximate Time	30 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Ms. Betancourt Teacher of the Year Campus Honorees	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Campus Teacher of the Year winners will be recognized. The Elementary and Secondary winners will be announced during the presentation.

FABENS ISD

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

TITLE	Discussion and Approval of Job Title Change to Align with Job Duties	Date Requested	03/30/2022
Requested By:	Ms. Debbie Betancourt	Approximate Time	20 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the new job title change to align with job duties as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil, Mr. Torres, Mr. Ayala and Ms. Betancourt	Who Has Been Involved:	Dr. Vijil Mr. Torres Ms. Gonzalez Mr. Ayala and Ms. Betancourt
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Supervisor of Transportation and Maintenance

Job Title: Supervisor of Transportation and Maintenance **Wage/Hour Status:** Exempt

Reports to: Asst. Superintendent of Finance and Operations

Dept./School: Transportation /Maintenance

Primary Purpose:

Direct and manage district's transportation and vehicle maintenance program. Oversee maintenance of all district-owned vehicles. Ensure safe and efficient operation of transportation department. Manage maintenance and District's custodial operations. Maintain physical school plant in a condition of operating excellence so that full educational use may be made at all times. Provide students with a physical learning environment that is safe, clean, attractive and functional.

Qualifications:

Education/Certification:

High School Diploma
School Bus Driving Certification
Maintenance Certifications

Special Knowledge/Skills:

Ability to direct and manage operations of a large fleet of vehicles
Knowledge of energy management and vehicle repair and maintenance
Ability to manage budget and personnel
Ability to coordinate district function
Ability to implement policy and procedures
Ability to interpret data
Strong organizational, communication, and interpersonal skills
Ability to read blueprints and schematics

Experience:

Three years supervisory experience in transportation operations, preferably with public school districts
Five years experience as a bus driver
Experience in maintenance operations

Major Responsibilities and Duties:

Routes and Schedule

1. Prepare and update bus routes and schedules for all schools in district and develop plan to meet future transportation needs.
2. Coordinate transportation for extracurricular activities and special programs.
3. Respond to after-hours emergency calls as needed. Operate bus and deliver buses to drivers when breakdowns occur.
4. Notify bus drivers, schools, and public of any changes in bus routes and schedules.

Supervisor of Transportation and Maintenance

Policy, Reports, and Laws

5. Implement federal and state law, State Board of Education rule, and board policy in transportation area.
6. Compile, maintain, file, and present all physical and computerized reports, records, and other documents required in transportation area.
7. Implement district's student discipline policies and communicate to students expected behavior when using district transportation.
8. Enforce safety standards that conform with state, federal, and insurance regulations and develop a program of preventive safety.
9. Develop training options and improvement plans to ensure exemplary operation of transportation department.
10. Comply with applicable personnel policies.
11. Prepare data necessary to process transportation / maintenance payroll.

Vehicle Maintenance and Repair

12. Direct repair of all district-owned vehicles and oversee plans for preventive maintenance.
13. Process vehicle repair requests and prioritize work orders. Contract for services that cannot be performed in shop.
14. Monitor fuel deliveries and distribution.

Budget and Inventory

15. Compile budgets and cost estimates based on documented program needs.
16. Administer transportation budget and ensure that programs are cost-effective and that funds are managed wisely.
17. Initiate purchases and bids in accordance with budgetary limitations and district policies.
18. Maintain current inventory of supplies and parts to avoid ordering delays.
19. Approve and forward invoices for transportation/maintenance to accounting department.
20. Recommend disposal of obsolete or worn out vehicles and equipment. Recommend purchase of vehicles as necessary.
21. Plan and direct inventory and stock control program for equipment and supplies.

Supervisor of Transportation and Maintenance

Student Management

- 22. Review student behavior reports and conduct conferences with parents, students, and drivers on disciplinary issues.
- 23. Enforce student discipline and suspension of riding privileges for any student who violates rules and regulations.

Personnel

- 24. Assign bus drivers to routes and find substitutes as needed.
- 25. Recruit, train, supervise and evaluate all transportation personnel and make sound recommendations about placement, assignment, retention, discipline, and dismissal.
- 26. Prepare, process, and maintain all documents required to verify safety certification and alcohol and drug testing of bus drivers.
- 27. Prepare, review, and revise transportation department job descriptions.
- 28. Evaluate employee job performance to ensure effectiveness.
- 29. Assign work to maintenance personnel and oversee completion.
- 30. Prepare, review, and revise job descriptions in maintenance department.

Safety

- 31. Advise administration about inclement weather conditions that may result in the closing of schools or road hazards.
- 32. Help with gathering information in investigations of school bus accidents and student safety violations.
- 33. Help organize and conduct training programs to promote a safe work environment.
- 34. Ensure that transportation equipment is in excellent operating condition.
- 35. Perform disaster duty as needed (hurricanes, earthquakes, blizzards, etc.)
- 36. Maintain safety standards in conformance with federal, state, and insurance regulations and develop a program of preventive safety.
- 37. Ensure that equipment is maintained in operating and optimum condition.

Building Maintenance and Repair

- 38. Direct and manage custodial, maintenance and repair, security, and central warehouse operations of district.
- 39. Receive and process work orders for repair and maintenance of buildings and grounds.
- 40. Develop and maintain written departmental procedures for maintenance, repair, ~~operations~~, and security of all district buildings and equipment.

Supervisor of Transportation and Maintenance

41. Prepare plans and specifications for contracted repair work and site improvement for submission to purchasing department for bids.

Other

42. Attend and make presentations at conferences and school board meetings to discuss innovations and problems in transportation.
43. Attend professional growth activities to keep abreast of innovative techniques in transportation.
44. Maintain good rapport with parents and community.
45. Perform disaster duty when needed.
46. Attend professional growth activities to keep abreast of innovative techniques in maintenance operations.
47. Respond to after hours emergencies as needed.

Supervisory Responsibilities:

Supervise and evaluate performance of shop foreman, dispatcher, parts manger, bus drivers, bus monitors, and transportation secretary.

Working Conditions:

Mental Demands/Physical Demands/Environmental Factors:

Frequent district wide travel: frequent prolonged and irregular hours: ability to conduct on-site inspections of all vehicle repair and maintenance operations.

The foregoing statements describe the general purpose and responsibilities assigned to this job and are not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Approved by _____ Date _____

Reviewed by _____ Date _____



FABENS INDEPENDENT SCHOOL DISTRICT

Job Title: Transportation and Operations Supervisor	Exemption Status: Exempt
Reports to: Director of Facilities & Operations	Employment Term: 241 days
Dept./School: Facilities & Operations	Pay Grade: 1 Professional

Primary Purpose:

Transportation

Direct and manage transportation operations and vehicle maintenance programs of assigned vehicles. Responsible for the safe and efficient operation of the Transportation Department.

Maintenance

Oversee and supervise the maintenance department.

Qualifications:

Education/Certification:

High school diploma/equivalent or higher

College Degree or Trade License preferred

Must possess or receive a Valid Texas Commercial Driver's License Class A or B with a "P" and "S" Endorsement within 90 days from date of hire

Acceptable driving record

Special Knowledge/Skills:

Ability to identify and respond quickly to traffic and safety hazards

Ability to read, understand, and follow written instructions

Demonstrate ability to effectively communicate with district employees, parents, students, and the public. Basic knowledge of traffic and safety regulations

Working knowledge of vehicle repair and maintenance

Ability to manage budget and personnel

Strong organizational, communication, interpersonal and customer service skills

Experience:

Five (5) years of verifiable experience in school district maintenance, transportation, or related field.

Major Responsibilities and Duties:

Transportation

1. Provide leadership/supervision of transportation staff and programs to assure safety of students and staff.
2. Prepare and update bus routes and schedules for all schools in the district and develop plans to meet future transportation needs.
3. Coordinate transportation for extracurricular activities and special programs.
4. Respond to after-hours emergency calls as needed. Operate buses and deliver buses to drivers when breakdowns occur.
5. Notify bus drivers, schools, and the public of any changes in bus routes and schedules.
6. Implement federal and state law, State Board of Education rules, and board policy in transportation areas.
7. Compile, maintain, file, and present all reports, records, and other documents required in the transportation area.
8. Implement district's student discipline policies and communicate to students expected behavior when using district transportation.

9. Enforce safety standards that conform with state, federal, and insurance regulations and develop a program of preventive maintenance and safety.
10. Develop training options and improvement plans to ensure exemplary operation of the transportation department.
11. Comply with applicable personnel policies.
12. Direct repair of assigned district-owned vehicles and oversee plans for preventive maintenance.
13. Process vehicle repair requests and prioritize work orders. Contract for services that cannot be performed in shops.
14. Assist in compiling budgets and cost estimates based on documented program needs.
15. Assists with purchases and bids in accordance with budgetary limitations and district policies.
16. Maintain current inventory of supplies and parts to avoid ordering delays.
17. Recommend disposal of obsolete or worn out vehicles and equipment. Recommend purchase of vehicles as necessary.
18. Schedule conferences with parents, students, and drivers on disciplinary issues as necessary.
19. Enforce student discipline and suspension of riding privileges for any student who violates rules and regulations.
20. Assign bus drivers to routes and find substitutes and/or fill in as needed.
21. Coordinate with the supervisor to recruit, train, supervise and evaluate all transportation personnel and make sound recommendations about placement, assignment, retention, discipline, and dismissal.
22. Prepare, review and revise transportation department job descriptions.
23. Advise administration about inclement weather conditions that may result in the closing of schools or road hazards.
24. Help with gathering information in investigations of school bus accidents and student safety violations.
25. Help organize and conduct training programs to promote a safe work environment.
26. Ensure that transportation equipment is in excellent operational condition.
27. Attend professional growth activities to keep abreast of innovative techniques in transportation.
28. Maintain good rapport with parents and community.
29. Performs other duties as assigned by Supervisor(s).

Maintenance

Assist Department Supervisor to:

1. Provide leadership/supervision of maintenance staff to assure the maintenance and safety of facilities for students and staff.
2. Coordinates on a regular basis with building administrators/principals on building conditions, work projects and evaluating maintenance requests.
3. Evaluates and manages work orders.
4. Reads and interprets blueprints and specifications.
5. Create a positive working environment.
6. Directs repair of assigned district owned vehicles and oversees plans for preventive maintenance.
7. Makes recommendations of equipment used by maintenance staff and maintains an appropriate inventory of them.
8. Participates in meetings of maintenance staff when necessary for the purpose of training, production or morale.
9. Inspects fire alarm systems and fire extinguishers on a regular basis and maintains compliance.
10. Advises on the hiring of contractors to perform certain maintenance or repair services.
11. Inspects intrusion systems and reports all necessary information to immediate supervisor.
12. Assumes the responsibility for boiler inspections.
13. Maintains an ongoing schedule for proper upkeep on heating and cooling equipment.
14. Assists in preparing and administering maintenance budget.
15. Develop, supervise, and maintain a safety program for all assigned employees.
16. Upholds and adheres to safety rules and policies of the district's safety program.
17. Supports the goals and objectives of the school district and follows all district policies.
18. Recommends disposal of obsolete equipment and purchase replacement equipment when necessary.

19. Keep and maintain an accurate inventory of supplies and equipment.
20. Perform other duties as assigned by supervisor(s).

Supervisory Responsibilities

Transportation -Supervise and evaluate the performance of Bus Drivers and Bus Monitors.

Equipment Used

Auto mechanical tools, power tools, standard office equipment including personal computer and peripherals.

Working Conditions**Physical Demands**

Must pass employment Physical/Drug screening (Yearly/Random)

Pass an annual physical as required by state law.

Transportation: Frequent district wide travel; frequent prolonged and irregular hours; ability to conduct onsite inspections of all vehicle repair and maintenance operations.

Maintenance: Moderate walking, standing, and/or climbing; lifting and carrying; stooping, bending, kneeling, reaching. Ability to operate motor vehicles. Shift work. Physically able to lift up to 50 lbs.

Environment

Indoors and outside in all weather conditions; inside buses; around motor vehicles and moving parts.

Maintenance: Work outside and inside; work around moving objects; work on ladders and scaffolding.

Mental Demands

Maintain emotional control under stress.

EVALUATION

Performance of this job will be evaluated in accordance with the provisions of board policy. The above statements are intended to describe the general purpose and responsibilities assigned to this job and are not intended to represent an exhaustive list of all responsibilities, duties, and skills required. In the event school operations are disrupted or modified, your job location, duties and responsibilities along with related tools and equipment may also be modified as necessary at the discretion of the district. Any such modifications are a condition to continued employment with the district.

This document describes the general purpose and responsibilities assigned to this job and is not an exhaustive list of all responsibilities and duties that may be assigned or skills that may be required.

Reviewed by: _____ Date: _____

Received by: _____ Date: _____

**FABENS ISD
BOARD OF TRUSTEES**

**CONSENT AGENDA
Board Agenda Item**

TITLE	Consent Agenda	Date Requested	03/30/2022
Requested By:	Dr. Vijil	Approximate Time	5 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 16, 2022 Minutes attached for your review
B.	Fabens ISD Monthly Financial Report Attached for your review
C.	Interlocal Agreement with El Paso Regional Day School Program for the Deaf Attached for your review
D.	Texas Association of School Boards (TASB) Risk Management Fund Interlocal Agreement Attached for your review
E.	Memorandum of Agreement between Fabens ISD and Baylor University School of Nursing 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 16, 2022 beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Adan Escobar
Orlando Flores
Rosamaria Gallo-Avitia
Sylvia Gonzales
Viola Hernandez
Benjamin Morales
Greg Spence

Members Absent: None

Administrators Present: Dr. Veronica Vijil
Ms. Michele Gonzalez
Mr. Martin Torres
Ms. Debbie Betancourt
Mr. Michael Perez

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance – 6:32 – 6:33 PM

The meeting was called to order at 6:32 PM by Mr. Benjamin Morales, Board President. All members were present. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited by all.

2. Communication and Visitors – 6:33 – 6:43 PM

Under this portion of the meeting, Mr. David Sublasky, Fabens community member, recognized 2017 Fabens High School and 2021 University of Chicago graduate Rodrigo Estrada. Mr. Estrada is currently the youngest member of the Department of Commerce as an economic analyst and assisting the Veterans Park Committee with a \$1.2 million grant.

Mr. Rodrigo Estrada thanked the community and Board for their continued support. Ms. Elizabeth Huerta, Fabens High School, Assistant Principal addressed the Board and highlighted a family engagement conference she and others recently attended. Also speaking in support of the speaker and benefits were Melissa Rodriguez and Dr. April Galaviz.

3. Superintendent's Report – 6:43 – 6:59 PM

A. Claims Administrative Services - Lowest Loss Ratio Award 2020 – 2021

Dr. Vijil announced that Fabens ISD for the second year has been awarded the Annie Ozella Jones – CAS Lowest Loss Ratio Award. The selection was based on our safety performance and participation in the Texas Educational Insurance Association workers' compensation program. The \$500 scholarship is to be awarded to the student of our choice, with the criterion that the scholarship be used to attend an accredited institution of higher learning, whether vocational or college.

B. UIL Solo and Ensemble Participant Recognitions

Mr. Miguel Soto, FHS Band Director and Ms. Holguin, FMS Band Director announced the band students who received a Division 1 rating and will advance to the state meet. Students performed for the Board and community present.

C. COVID - 19 Update

Dr. Vijil announced that we have had no positive cases this week and we continue to see a decline in cases and in the number of tests administered to students and staff. Testing sites have been reduced due to low number of people using them. Staff and students can still be tested Monday thru Friday.

4. District Employees and Officers – 6:59 – 7:06 PM

A. 2021 - 2022 New Hires

Dr. Vijil introduced our new Human Resources Director, Ms. Debbie Betancourt, who thanked the Board for the opportunity. After her introduction, Ms. Betancourt introduced our newest hires:

Ms. Velma Rincon, Mr. Ivan Renteria, Mr., Jesus Osvaldo Barba, Mr. Norberto Samayoa, Ms. Daniela Guillen Jaramillo, Ms. Norma Kay Orozco, Mr. Kaleb Andrew Slape, Mr. Jacobo Alba, Mr. Jaime Javier Garcia, Mr. Aldo Nicolas Mena, Ms. Araceli Vasquez Ramirez, Ms. Graciela Elizabeth Salazar, and Ms. Angelica Silva. All new employees were welcomed by the Board.

5. Consent Agenda – 7:06 – 7:07 PM

A. Minutes of the Regular Board Meeting, January 19, 2022

B. Fabens ISD Monthly Financial Reports

C. Fabens ISD 2022 Financial Audit Engagement Letter with Singleton, Clark & Co.

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

Motion Carried: 7 - 0

6. Lone Star Governance

A. Discussion of Fabens ISD Board Self Constraint 1 - The Members of the Board Shall Not Make Any Attempts to Manage Staff Members at Fabens ISD – 7:16 – 7:55 PM

Lone Star Governance Coach, Monica Jaloma discussed with the Board the process to establish the steps that would be used on the board approved constraints. After their discussion, it was decided that at a future meeting they would vote on whether the constraints would be on the Consent Agenda item list or on the Lone Star Governance list for discussion.

**B. Goal Progress Measure 1.3 and 2.3 - Early Childhood Literacy and Math
7:55 – 8:25 PM**

1. Goal Progress Measures Presentations

2. Approve Updated Targets for Goal Progress Measures

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and reviewed the information sent to the Board in their packets. This month she covered Goal Progress Measure 1.3 Early Childhood Literacy and 2.3 Early Childhood Mathematics. After reviewing data progress for each goal, she reminded the Board on the revised wording and targets to align with the new test. After her presentation and new targets Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to approve as presented.

Motion Carried: 7 - 0

C. Superintendent Constraint Progress Measure 2.1 - The number of campuses incorporating PBIS anti-bullying lessons to students will increase from 2 in August 2020 to 4 by August 2021 – 8:25 – 8:40 PM

Dr Vijil opened the item and introduced each campus principal as they presented the programs/activities they are implementing at their respective campuses.

D. Fabens ISD Board Self Evaluation – 9:10 – 9:39 PM

The Board with their LSG Coach Monica Jaloma conducted their current quarter Board Self Evaluation and set the next quarter targets. After the completion of the self-evaluation, Ms. Rosamaria Gallo-Avitia motioned, and Ms. Viola Hernandez seconded to accept the Quarterly Tracker as completed.

Motion Carried: 7 - 0

7. Board of Trustees Business

A. Fabens Alumni Association Scholarship Check Presentation – 7:08 – 7:16 PM

Mr. Alfredo Valenzuela, Fabens Alumni Association President, provided a short history of the inception of the association and presented a check for \$15,000.00. The check is for 5 - \$2,000.00 Alumni scholarships, 1 - \$2,000.00 Virginia Sublasky and 1 - \$2,000.00 Mosley – Hitter scholarships. One thousand (\$1,000.00) is to be distributed equally among the 3 lower-level schools.

B. Discussion and Selection of New March 2022 Board Meeting Date – 9:39 – 9:43 PM

Due to our Spring Break falling during the week of our regular board meeting date, Mr. Orlando Flores motioned and Ms. Sylvia Gonzales seconded to move the March 2022 board meeting date to March 30, 2022 – 6:30 PM.

Motion Carried: 7 - 0

C. Discussion and Approval of Resolution Regarding Employee Pay During Weather Snow Day, February 3, 2022, and Two (2) Hour Delay Start on February 4, 2022 – 9:44 – 9:45v PM

Dr. Vijil opened the item and asked if the Board had any questions on the information provided to them in their packets regarding the Resolution regarding

employee pay during weather snow day, February 3, 2022, and the Two (2) hour delay start on February 4, 2022. Ms. Rosamaria Gallo-Avitia motioned and Ms. Viola Hernandez seconded to approve the resolution as presented.

Motion Carried: 7 - 0

D. FISD Purchase Exceeding \$50,000 with Red Gear Business Technology Solutions - Security Cameras – 9:45 – 9:48 PM

Mr. Michael Perez, Technology Director and Dr. April Galaviz, Federal Programs Director presented the item. Dr. Galaviz stated that on the survey taken for ESSER II monies received, safety was one of the selections made by the participants. With the approval of the purchase Fabens Middle and High School would receive the new cameras. After their presentation, Ms. Sylvia Gonzales motioned and Mr. Greg Spence seconded to approve as presented.

Motion Carried: 7 – 0

E. Discussion and Approval of Fabens ISD Sheriff's Resource Officer (SRO) Program Proposal – 8:40 – 9:07 PM

F. Discussion on Fabens ISD Local Board Policies: 9:48 PM

- 1. BBFA - Ethics - Conflict of Interest Disclosures**
- 2. CH - Purchasing and Acquisition**
- 3. CV - Facilities Construction**

When the item was opened, Mr. Morales motioned and Ms. Rosamaria Gallo-Avitia seconded to table the item.

Motion Carried: 7 - 0

G. Fabens ISD Superintendent Evaluation – 9:48 – 10:44 PM

H. Discussion and Possible Action of Fabens ISD Superintendent Employment Contract and Compensation - 9:48 – 10:44 PM

Per Tx. Government Code 551.074 Items G and H were taken into Executive Session at 9:48 PM. After reconvening at 10:44 PM, Ms. Sylvia Gonzales motioned and Mr. Adan Escobar seconded to give a 3% salary increase to Dr. Vijil.

Motion Carried: 6 – 1

Voting Against: O. Flores

8. Adjourn


There being no further business, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to adjourn the meeting at 10:37 PM.

**INVESTMENT REPORT
FEBRUARY 2022**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$10,826,290	\$207	0.02%
Interest & Sinking Fund	\$236,591	\$15	0.02%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,954	\$1	0.14%
Total Lone Star Investment Pool	\$11,074,836	\$223	
 WestStar Bank			
General Operating Account	\$809,858	\$28	0.05%
Activity Account	\$114,431	\$4	0.05%
Robert F Cook - Savings	\$2,086	\$0	0.10%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$14,944	\$0	0.02%
Total WestStar Bank	\$946,184	\$32	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,047	\$0	
Total Wells Fargo Advisors	\$6,047	\$0	
 Total Monthly Interest Earned	\$255		
Total Interest Year to Date 2021-2022	\$686		
 Total General Fund Balance	\$10,734,881		

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, 2022 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, CHIEF BUSINESS OFFICER**

 **VERONICA VIJIL, SUPERINTENDENT**

FOOD SERVICE
Fund 101

FEBRUARY 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$1,412	\$0	\$1,412	0.00%
Local Revenue-Catering & Sale Meals	\$28,588	\$10,025	\$18,563	35.07%
State Matching Revenue	\$8,500	\$0	\$8,500	0.00%
Federal Revenue-Breakfast	\$238,174	\$198,655	\$39,519	83.41%
Federal Revenue-Lunch	\$954,985	\$474,364	\$480,621	49.67%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$34,459	\$11,157	75.54%
TOTAL REVENUE	\$1,350,345	\$717,503	\$632,842	53.13%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,350,345	\$741,841	\$608,504	54.94%
TOTAL EXPENDITURE	\$1,350,345	\$741,841	\$608,504	54.94%

TAX COLLECTIONS REPORT

FEBRUARY 2022

2021-2022

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,318,000	602,936	2,920,936
<u>Actual Collections:</u>			
September	12,084	2,799	14,883
October	24,711	6,981	31,692
November	127,744	37,577	165,321
December	540,363	158,812	699,175
January	976,691	287,236	1,263,927
February	410,645	120,690	531,335
March			0
April			0
May			0
June			0
July			0
August			0
Due to/from			
Year To Date	2,092,237	614,096	2,706,333
Tax Rates	1.0295000% +	0.3030900% =	1.3325900%

GENERAL OPERATING FUND EXPENDITURES
REPORT BY FUNCTION- FUND 199

FEBRUARY 2022

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11	\$13,500,000	\$6,131,833	\$7,368,167	45.42%
Instruction				
FUNCTION 12	\$295,250	\$98,902	\$196,348	33.50%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$215,000	\$67,494	\$147,506	31.39%
Curriculum and Staff Development				
FUNCTION 21	\$204,000	\$209,226	-\$5,226	102.56%
Instructional Leadership				
FUNCTION 23	\$1,400,000	\$605,824	\$794,176	43.27%
School Leadership				
FUNCTION 31	\$890,000	\$397,518	\$492,482	44.66%
Counseling Guidance Services				
FUNCTION 32	\$32,000	\$2,068	\$29,932	6.46%
Social Work Services				
FUNCTION 33	\$300,000	\$167,672	\$132,328	55.89%
Health Services				
FUNCTION 34	\$465,752	²⁴ \$450,479	\$15,273	96.72%
Transportation				

FUNCTION 35	\$30,000	\$0	\$30,000	0.00%
Food Service				
FUNCTION 36	\$827,199	\$450,956	\$376,243	54.52%
Co-Curricular Athletics				
FUNCTION 41	\$1,284,036	\$554,158	\$729,878	43.16%
General Administration				
FUNCTION 51	\$2,613,664	\$1,619,969	\$993,695	61.98%
Plant Maintenance and Operation				
FUNCTION 52	\$304,567	\$132,653	\$171,914	43.55%
Security/Monitoring Services				
FUNCTION 53	\$223,809	\$202,701	\$21,108	90.57%
Data Processing				
FUNCTION 61	\$41,020	\$12,467	\$28,553	30.39%
Community Services				
FUNCTION 81	\$100,000	\$34,809	\$65,191	34.81%
Facilities Acquisition and Construction				
FUNCTION 99	\$40,000	\$22,901	\$17,099	57.25%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$22,766,297	\$11,161,629	\$11,604,668	49.03%

**GENERAL FUND REVENUE
FUND 199**

FEBRUARY 2022

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,080,597	\$2,092,237	-\$11,640	100.56%
Local Revenue-Interest	\$72,190	\$625	\$71,565	0.87%
Local Revenue-Miscellaneous	\$135,213	\$236,880	-\$101,667	175.19%
LOCAL TOTAL	\$2,288,000	\$2,329,742	-\$41,742	101.82%
State Revenue TEA	\$18,065,347	\$11,085,847	\$6,979,500	61.37%
State Funding - HB1	\$687,950	\$312,709	\$375,241	45.46%
On Behalf Payment	\$1,340,000	\$254,889	\$1,085,111	19.02%
Federal Programs Indirect Costs	\$296,303	\$264,819	\$31,484	89.37%
ROTC	\$88,697	\$46,305	\$42,392	52.21%
STATE TOTAL	\$20,478,297	\$11,964,568	\$8,513,729	58.43%
TOTAL REVENUE	\$22,766,297	\$14,294,310	\$8,471,987	62.79%

**DEBT SERVICE FUND
FUND 599**

FEBRUARY 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$614,096	-\$20,660	103.48%
Local Revenue-Interest	\$9,500	\$36	\$9,464	0.37%
State Revenue	\$1,562,000	\$1,222,297	\$339,703	78.25%
TOTAL REVENUE	\$2,164,936	\$1,836,429	\$328,507	84.83%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,164,936	\$1,855,017	\$309,919	85.68%
TOTAL EXPENDITURE	\$2,164,936	\$1,855,017	\$309,919	85.68%

Bank Account - WestStar Bank(4178696)					
Start Date - 02-01- 2022 End Date - 02- 28-2022				Print Date: 03/23/2022 12:14 a	
Issued Checks					
<u>Check Number</u>	<u>Payee</u>		<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
49990	American Refrigeration Supplies		02/04/2022	Paper Check	\$947.27
49991	B & H Photo Video		02/04/2022	Paper Check	\$299.60
49992	Barnes & Noble College Booksellers, Inc.		02/04/2022	Paper Check	\$7,341.18
49993	Barnes And Nobles #2744		02/04/2022	Paper Check	\$556.13
49994	Belen Briones		02/04/2022	Paper Check	\$7,987.50
49995	C & M Plaque And Trophy		02/04/2022	Paper Check	\$91.75
49996	Ced Credit Office		02/04/2022	Paper Check	\$67.84
49997	Communities In Schools of El Paso, Inc.		02/04/2022	Paper Check	\$10,000.00
49998	Control and Equipment Company of El Paso, Inc.		02/04/2022	Paper Check	\$805.00
49999	Demco, Inc		02/04/2022	Paper Check	\$1,027.44
50000	Department Of Information Resource		02/04/2022	Paper Check	\$335.06
50001	Dr. Numsen Doug Ray		02/04/2022	Paper Check	\$50.00
50002	Dr. Victor Ramirez		02/04/2022	Paper Check	\$98.00
50003	Dr. Victor Ramirez		02/04/2022	Paper Check	\$98.00
50004	E-RATE FIRST LLC		02/04/2022	Paper Check	\$2,500.00
50005	Eai Eric Armin Inc		02/04/2022	Paper Check	\$1,485.00
50006	El Paso County Tax Assessor & Collector		02/04/2022	Paper Check	\$33.00
50007	El Paso County Water Dist #4		02/04/2022	Paper Check	\$5,256.58
50008	Eminence Drug-Alcohol & DNA Testing		02/04/2022	Paper Check	\$250.00
50009	First Financial Administrators		02/04/2022	Paper Check	\$8,885.94
50010	Friedman Recycling Co., Inc.		02/04/2022	Paper Check	\$494.00
50011	GH Dairy		02/04/2022	Paper Check	\$2,484.90
50012	Human Kinetics		02/04/2022	Paper Check	\$48.35
50013	Labatt Food Service		02/04/2022	Paper Check	\$23,186.09
50014	Lakeshore Learning Materials		02/04/2022	Paper Check	\$651.98
50015	MCI		02/04/2022	Paper Check	\$29.82
50016	Maria I. Quiroz		02/04/2022	Paper Check	\$700.00
50017	Mci Comm Service		02/04/2022	Paper Check	\$36.29
50018	Norman S. Wright Co. Manufacturers Representative		02/04/2022	Paper Check	\$270.00
50019	OTC Brands Inc.		02/04/2022	Paper Check	\$434.91
50020	Office Depot		02/04/2022	Paper Check	\$1,300.45
50021	Olivas Music		02/04/2022	Paper Check	\$105.67
50022	Perez Propane, LLC		02/04/2022	Paper Check	\$194.08
50023	Region Xix Esc		02/04/2022	Paper Check	\$225.00
50024	Rio Seco Ag, LLC		02/04/2022	Paper Check	\$116.93
50025	Saucedo Security Solutions		02/04/2022	Paper Check	\$73.75
50026	School Specialty LLC		02/04/2022	Paper Check	\$842.94
50027	Sonitol of El Paso		02/04/2022	Paper Check	\$1,985.00
50028	Sports Supply Group, Inc.		02/04/2022	Paper Check	\$2,608.00
50029	Stuart C. Cox, Trustee		02/04/2022	Paper Check	\$1,277.90
50030	Stuart C. Cox, Trustee		02/04/2022	Paper Check	\$2,555.80
50031	Victoria A. Schwartz Molina		02/04/2022	Paper Check	\$1,036.00
50032	Windstream Corporation	28	02/04/2022	Paper Check	\$3,113.69
50033	Gabriela Fierro		02/04/2022	Paper Check	\$118.87
50034	Ana Galaviz		02/04/2022	Paper Check	\$284.00

50035	Elizabeth Huerta		02/04/2022	Paper Check	\$284.00
50036	Susana Jones		02/04/2022	Paper Check	\$284.00
50037	Melissa Rodriguez		02/04/2022	Paper Check	\$284.00
50038	Miguel Soto		02/04/2022	Paper Check	\$256.00
50039	Justin Stone		02/04/2022	Paper Check	\$102.15
50040	Martin Torres		02/04/2022	Paper Check	\$206.39
50051	El Paso County Water Dist #4		02/04/2022	Paper Check	\$4,310.52
50052	ATPE		02/04/2022	Paper Check	\$848.00
50053	American Heritage Life		02/04/2022	Paper Check	\$60.46
50054	First Financial Administrators		02/04/2022	Paper Check	\$63,100.55
50055	Met Life Insurance Company		02/04/2022	Paper Check	\$56.00
50056	TSTA		02/04/2022	Paper Check	\$2,073.06
50057	Unum Life Insurance Co Unum/Provident		02/04/2022	Paper Check	\$523.82
50058	Academic Challenge		02/10/2022	Paper Check	\$1,500.00
50059	Alert Services, Inc		02/10/2022	Paper Check	\$2,210.00
50060	American Airlines Dept. 06413		02/10/2022	Paper Check	\$693.28
50061	American Refrigeration Supplies		02/10/2022	Paper Check	\$721.81
50062	Armando Romero		02/10/2022	Paper Check	\$88.00
50063	Autozone		02/10/2022	Paper Check	\$273.81
50064	B & H Photo Video		02/10/2022	Paper Check	\$1,395.80
50065	Blast Products LLC		02/10/2022	Paper Check	\$9,276.50
50066	Brady Industries of Texas, LLC		02/10/2022	Paper Check	\$390.30
50067	Cdw Government, Inc		02/10/2022	Paper Check	\$1,499.02
50068	Charter Communications Holdings LLC		02/10/2022	Paper Check	\$4,294.62
50069	Crisis Prevention Institute		02/10/2022	Paper Check	\$150.00
50070	Dr. Jose Medina: Educational Solutions LLC		02/10/2022	Paper Check	\$3,881.25
50071	Fabens Oil Co.		02/10/2022	Paper Check	\$6,024.03
50072	Far West Services, Inc.		02/10/2022	Paper Check	\$2,591.81
50073	Fredoz LLC		02/10/2022	Paper Check	\$58.85
50074	Frontline Education		02/10/2022	Paper Check	\$25,000.00
50075	GH Dairy		02/10/2022	Paper Check	\$743.20
50076	Home Depot Credit Services		02/10/2022	Paper Check	\$1,775.57
50077	IMPAC		02/10/2022	Paper Check	\$150.00
50078	Johnstone Supply		02/10/2022	Paper Check	\$30.99
50079	Labatt Food Service		02/10/2022	Paper Check	\$2,176.00
50080	Lakeshore Learning Materials		02/10/2022	Paper Check	\$1,848.97
50081	Lead4ward, LLC		02/10/2022	Paper Check	\$7,105.00
50082	MakeMusic, Inc.		02/10/2022	Paper Check	\$149.00
50083	Mission Linen & Uniform		02/10/2022	Paper Check	\$2,372.12
50084	O'Reilly Auto Parts		02/10/2022	Paper Check	\$72.94
50085	Office Depot		02/10/2022	Paper Check	\$958.97
50086	Pronto Plumbers Inc.		02/10/2022	Paper Check	\$180.00
50087	Quintero's Meat Co., Inc		02/10/2022	Paper Check	\$99.37
50088	R. T. C., Inc.		02/10/2022	Paper Check	\$1,224.00
50089	Really Good Stuff, Inc		02/10/2022	Paper Check	\$579.37
50090	Region Xix Esc		02/10/2022	Paper Check	\$75.00
50091	Rosedale Cleaners, Inc.		02/10/2022	Paper Check	\$1,194.00
50092	Samuel Franklin Hogue		02/10/2022	Paper Check	\$24.92
50093	School Specialty LLC		02/10/2022	Paper Check	\$1,463.86
50094	Segovia's Distributing		02/10/2022	Paper Check	\$5,930.93
50095	Singleton, Clark & Company, PC		02/10/2022	Paper Check	\$9,400.00
50096	Sonitrol of El Paso		02/10/2022	Paper Check	\$6,000.50
50097	Southwestern Mill Distributors		02/10/2022	Paper Check	\$3,662.50
50098	Spectrum Technologies	29	02/10/2022	Paper Check	\$8,611.62
50099	Sports Supply Group, Inc.		02/10/2022	Paper Check	\$1,100.00
50100	T Mobile		02/10/2022	Paper Check	\$3,380.00

50101	TASBO		02/10/2022	Paper Check	\$135.00
50102	Texas Art Education Association		02/10/2022	Paper Check	\$119.00
50103	Texas Gas Service		02/10/2022	Paper Check	\$26,149.21
50104	TrophySmack Inc.		02/10/2022	Paper Check	\$1,520.00
50105	Windstream Communications C/o Bank Of America, Na		02/10/2022	Paper Check	\$1,381.03
50106	David Ayala		02/10/2022	Paper Check	\$54.75
50110	Texas Aft/Peg		02/11/2022	Paper Check	\$140.00
50111	Texas Classroom Teachers Assoc		02/11/2022	Paper Check	\$35.00
50112	ATPE		02/17/2022	Paper Check	\$826.00
50113	American Express		02/17/2022	Paper Check	\$5,408.23
50114	American Heritage Life		02/17/2022	Paper Check	\$25.82
50115	American Refrigeration Supplies		02/17/2022	Paper Check	\$374.85
50116	B & H Photo Video		02/17/2022	Paper Check	\$128.50
50117	BSN LLC		02/17/2022	Paper Check	\$8,901.50
50118	Barnes & Noble College Booksellers, Inc.		02/17/2022	Paper Check	\$1,076.70
50119	Brady Industries of Texas, LLC		02/17/2022	Paper Check	\$8,208.11
50120	Cdw Government, Inc		02/17/2022	Paper Check	\$99.65
50121	Control and Equipment Company of El Paso, Inc.		02/17/2022	Paper Check	\$1,776.45
50122	EP TECHWORKS LLC		02/17/2022	Paper Check	\$286,250.00
50123	First Financial Administrators		02/17/2022	Paper Check	\$70,354.81
50124	Georgina G. Barrera		02/17/2022	Paper Check	\$2,082.50
50125	Hercules Industries, Inc.		02/17/2022	Paper Check	\$365.44
50126	Home Depot Credit Services		02/17/2022	Paper Check	\$118.28
50127	Labatt Food Service		02/17/2022	Paper Check	\$19,198.37
50128	Maria I. Quiroz		02/17/2022	Paper Check	\$700.00
50129	Met Life Insurance Company		02/17/2022	Paper Check	\$116.96
50130	Norman S. Wright Co. Manufacturers Representative		02/17/2022	Paper Check	\$260.00
50131	OTC Brands Inc.		02/17/2022	Paper Check	\$908.20
50132	Office Depot		02/17/2022	Paper Check	\$1,902.77
50133	SaYYes to Creativity Organization		02/17/2022	Paper Check	\$520.00
50134	School Health Corporation		02/17/2022	Paper Check	\$62.54
50135	School Specialty LLC		02/17/2022	Paper Check	\$49.59
50136	Sonitrol of El Paso		02/17/2022	Paper Check	\$4,723.50
50137	TSNO-19		02/17/2022	Paper Check	\$140.00
50138	TSTA		02/17/2022	Paper Check	\$1,999.03
50139	Tejas Manufacturing Co.		02/17/2022	Paper Check	\$1,100.00
50140	Therapro, Inc		02/17/2022	Paper Check	\$112.20
50141	Unum Life Insurance Co Unum/Provident		02/17/2022	Paper Check	\$523.82
50142	Julieta Banuelas		02/17/2022	Paper Check	\$92.00
50143	Donald Brown		02/17/2022	Paper Check	\$1,197.00
50144	Ana Galaviz		02/17/2022	Paper Check	\$642.14
50145	Manuel Hernandez		02/17/2022	Paper Check	\$304.00
50146	Elizabeth Huerta		02/17/2022	Paper Check	\$92.00
50147	Ana Luna		02/17/2022	Paper Check	\$92.00
50148	Lorena Salinas		02/17/2022	Paper Check	\$1,188.00
50149	Martin Torres		02/17/2022	Paper Check	\$33.98
50150	Martin Torres		02/17/2022	Paper Check	\$825.00
50158	Dell Computer		02/17/2022	Paper Check	\$3,081.41
50159	Office Depot		02/23/2022	Paper Check	\$3,155.38
50160	A & M Awards		02/24/2022	Paper Check	\$40.00
50161	American Refrigeration Supplies	30	02/24/2022	Paper Check	\$845.64
50162	Armando Romero		02/24/2022	Paper Check	\$136.00
50163	BSN LLC		02/24/2022	Paper Check	\$708.75

50164	Cammaron Trujillo		02/24/2022	Paper Check	\$700.00
50165	Cdw Government, Inc		02/24/2022	Paper Check	\$3,737.50
50166	Ced Credit Office		02/24/2022	Paper Check	\$353.86
50167	Dell Computer		02/24/2022	Paper Check	\$1,130.00
50168	Dramatists Play Service, Inc.		02/24/2022	Paper Check	\$40.00
50169	EL PASOANS FIGHTING HUNGER		02/24/2022	Paper Check	\$411.60
50170	El Paso Electric Co		02/24/2022	Paper Check	\$33,071.99
50171	Fabens ISD/Travel Buses		02/24/2022	Paper Check	\$5,077.50
50172	Fabens ISD/Travel Vans		02/24/2022	Paper Check	\$434.40
50173	Ferguson Enterprises LLC		02/24/2022	Paper Check	\$2,647.92
50174	GH Dairy		02/24/2022	Paper Check	\$4,507.90
50175	Johnstone Supply		02/24/2022	Paper Check	\$319.87
50176	Labatt Food Service		02/24/2022	Paper Check	\$9,269.50
50177	Mci Comm Service		02/24/2022	Paper Check	\$36.29
50178	Mission Linen & Uniform		02/24/2022	Paper Check	\$479.08
50179	OTC Brands Inc.		02/24/2022	Paper Check	\$66.48
50180	Office Depot		02/24/2022	Paper Check	\$1,977.97
50181	Olivas Music		02/24/2022	Paper Check	\$501.00
50182	Region Xix Esc		02/24/2022	Paper Check	\$2,100.00
50183	SHI-Government Solutions, Inc		02/24/2022	Paper Check	\$1,498.50
50184	Saucedo Security Solutions		02/24/2022	Paper Check	\$52.50
50185	School Specialty LLC		02/24/2022	Paper Check	\$105.28
50186	Segovia's Distributing		02/24/2022	Paper Check	\$2,561.83
50187	Southwest Disposal		02/24/2022	Paper Check	\$1,930.00
50188	Subway		02/24/2022	Paper Check	\$667.60
50189	Super Duper Inc		02/24/2022	Paper Check	\$184.80
50190	T Mobile		02/24/2022	Paper Check	\$231.58
50191	TASB		02/24/2022	Paper Check	\$131.36
50192	TASSP		02/24/2022	Paper Check	\$255.00
50193	Thomas Bus Gulf Coast		02/24/2022	Paper Check	\$184.76
50194	Verizon Business		02/24/2022	Paper Check	\$76.20
50195	Villa Children's Therapy		02/24/2022	Paper Check	\$2,082.50
50196	West Texas County Courier		02/24/2022	Paper Check	\$1,064.00
50197	Winsupply S El Paso TX Co.		02/24/2022	Paper Check	\$612.41
50198	Xerox Financial Services, LLC		02/24/2022	Paper Check	\$299.08
50199	Jacob Belshe		02/24/2022	Paper Check	\$400.00
50200	Martha Cavazos		02/24/2022	Paper Check	\$54.74
50201	Barbara Pence		02/24/2022	Paper Check	\$1,000.00
				Issued Checks SubTotal	\$ 825,572.68
Voided Checks					
Check Number	Payee	Check Date	Void Date	Payment Type	Amount
49950	Dell Computer	01/27/2022	02/08/2022	Paper Check	\$ 3,697.36
49952	El Paso County Tax Assessor & Collector	01/27/2022	02/02/2022	Paper Check	\$ 54.75
50009	First Financial Administrators	02/04/2022	02/04/2022	Paper Check	\$ 8,885.94
50038	Miguel Soto	02/04/2022	02/04/2022	Paper Check	\$ 256.00
50124	Georgina G. Barrera	02/17/2022	02/21/2022	Paper Check	\$ 2,082.50
				Voided Checks SubTotal	\$ 14,976.55
				Net Amount	\$ 810,596.13

EL PASO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF INTERLOCAL AGREEMENT

Anthony Independent School District, Burnham Wood Charter School, Canutillo Independent School District, Clint Independent School District, El Paso Independent School District, Fabens Independent School District, Fort Hancock Independent School District, San Elizario Independent School District, Sierra Blanca Independent School District, Socorro Independent School District, Tornillo Independent School District, La Fe Preparatory School, Ysleta Independent School District, Culberson County-Allamore, Independent School District, Vista Del Futuro Charter School ("Member Districts"), hereby agree to cooperatively operate their special education programs for students who are Deaf/Hard of Hearing as set forth herein under the authority of Texas Education Code Sections 11.157 and 11.1151(c)(4) Texas Government Code Section 791.001 et. seq., as the EL PASO REGIONAL DAY SCHOOL PROGRAM FOR THE DEAF ("EL PASO RDSPD") as set out in this El Paso Regional Day School Program for the Deaf Special Education Interlocal Agreement (hereinafter "Agreement"). Member Districts agree that:

1. GENERAL COVENANTS AND PROVISIONS

1.1 The purpose of this Agreement is to create a cooperative arrangement whereby the Member Districts may provide for the efficient delivery of legally required special education and related services to eligible students who are Deaf/Hard of Hearing for the parties referenced herein. It is agreed and understood that any student who has a hearing loss which severely impairs processing linguistic information through hearing, even with recommended amplification, and which adversely affects educational performance shall be eligible for consideration for the El Paso RDSPD, subject to the ARD committee recommendations.

It is further agreed that the RDSPD is not intended to serve a student whose primary, ongoing needs are related to a severe or profound emotional, behavioral or cognitive deficient, and not primarily deafness. This provision shall not be construed as a requirement for the RDSPD to serve a student who presents with a disability which in addition to a hearing loss requires services or programming that exceeds RDSPD programming. The RDSPD applies LRE standards when considering services for students who are Deaf/Hard of Hearing.

1.2 The Member Districts do not intend by entering this agreement, or otherwise, to create a separate or additional legal entity.

1.3 The El Paso RDSPD's administrative offices will be located in El Paso, Texas.

1.4 The special education program will be operated in compliance with federal and state law, including the Individuals with Disabilities Education Act, 20 U.S.C. § 1401 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.

§794; the Amendments to the Americans with Disabilities Act 2008, 42 U.S.C. § 12101 *et seq.*; Family Educational Rights and Privacy Act; Chapter 29 of the Texas Education Code; Texas Education Code §§30.081 – 30.087 and the most current version of TEA's Financial Accountability System Resource Guide (FASRG); implementing regulations for all applicable statutes; and the El Paso RDSPD operating procedures approved by the Management Board. Operating procedures inconsistent with the terms of this Agreement will be deemed null and void.

All special education terms and acronyms used in this Agreement shall have the meanings and definitions provided to such terms and acronyms as set out in Chapter 33 of the Individuals with Disabilities Education Act (IDEA), 20 United States Code Annotated Section 1400 *et seq.*, 34 CFR Part 300, the Texas Education Code, Chapters 29 and 30 and the Texas Administrative Code, 19 TAC 89.1001 *et seq.* Such terms and acronyms shall include, but not be limited to, FAPE or Free Appropriate Public Education, Child Find, "IEP" or Individualized Education Program, "LEA" or Local Education Agency, "LRE" or Least Restrictive Environment, Special Education, Evaluations, Eligibility as a student who is Deaf/Hard of Hearing, Determination of Educational Placements, Procedural Safeguards, "LEA or Local Education Agency, "SEA" or State Education Agency, "MOE" or Maintenance of Effort, ESEA or Elementary and Secondary Education Act and "ARD" or Admission, Review and Dismissal Committee.

EL PASO RDSPD deaf/heard of hearing continuum includes the following: (1) DHH (Deaf and Hard of Hearing Consult). The student is Deaf/Hard of Hearing under IDEA and requires specially designed instruction. (For example, this student may need someone to consult with the teachers and attend ARD committee meetings, but does not need weekly/direct services by a teacher of the Deaf/Hard of Hearing ("ToDHH").) (2) Itinerant (Babies 0 – 3). (For example, this student has who is Deaf/Hard of Hearing under IDEA – Part C and is being served through early childhood intervention.) This student may need weekly services of a ToDHH teacher provided to the parents. (3) Itinerant (School Aged). (For example, this student who is Deaf/Hard of Hearing under IDEA and requires specially designed instruction. The student may need weekly direct services of ToDHH teacher to address unique communication, auditory, language and emotional needs.) (4) Cluster site. The student who attends the cluster site is Deaf/Hard of Hearing under IDEA and requires specially designed instruction. (For example, this student needs daily direct services of a ToDHH teacher, access to sign language interpreting services and access to peers who are Deaf/Hard of Hearing to address unique communication, auditory, language and emotional needs.) (5) Texas School for the Deaf. The student who attends the Texas School for the Deaf is Deaf/Hard of Hearing under IDEA and requires specially designed instruction. (For example, this student needs daily direct intensive services of a ToDHH teacher and access to deaf culture.) This can be a parent initiated placement or a district placement. All Member Districts will have access to these

services but may choose to provide such services independently of the RDSPD as well.

1.5 Any timelines and procedures referenced herein regarding reconfiguration of the -Agreement shall be consistent with TEA's RDSPD Guidelines.

1.6 It is agreed that the RDSPD is not responsible for services under Title II of the Americans with Disabilities Act.

2. MANAGEMENT

2.1 The El Paso RDSPD Coordinator on behalf of the Fiscal Agent, may purchase goods and services necessary to administer and operate the El Paso RDSPD. All non-consumable instructional materials shall be deemed property of the El Paso RDSPD when such supplies and materials are purchased with El Paso RDSPD funds.

2.2 The El Paso RDSPD will be governed by a management board (the "Management Board") comprised of the Superintendents or special education directors of the Member Districts or their designees as representatives of the boards of trustees of the Member Districts. Such Management Board will meet, at least annually, to review the -RDSPD Agreement and matters related to the El Paso RDSPD. The El Paso RDSPD Coordinator may call additional meetings as needed. Each Superintendent or their designee shall attend the regularly scheduled Management Board meetings. Special education directors shall keep their respective Member District boards advised of Management Board actions. The Fiscal Agent will be assigned to record, prepare and maintain minutes.

2.3 The El Paso RDSPD Coordinator, as selected by the Fiscal Agent, will serve as chairperson of the Management Board. The Management Board or Coordinator will select a secretary. The secretary on behalf of the Fiscal Agent will record, prepare and maintain minutes of each Management Board meeting. The Management Board may from time to time elect a chairperson from among its members and designate a secretary, who may or may not be a member of the Management Board. Other members may also request Management Board meetings.

2.4 Unless otherwise provided herein, Management Board actions require the approval of a majority of a quorum of Member Districts listed in this agreement represented at the Management Board. A quorum is defined as a majority of all of the Member Districts of the El Paso RDSPD. It is agreed and understood that the Directors of Special Education may have only one vote on behalf of that Special Education membership if such authority has been granted to the Director of the Special Education. The Coordinator has discretion to allow for votes to be submitted by written communication.

2.5 Should a Local Education Agency ("LEA") seek to become a Member District of the El Paso RDSPD, a written request must be provided to the El Paso Coordinator for Management Board consideration by September 15th prior to the fiscal year in which the prospective district seeks to become a Member District. That additional of a new member must be approved by a majority vote of the Management Board. It is agreed that any reconfiguration is subject to TEA timelines an approval by the parties to this Agreement. Any legal fees incurred due to the reconfiguration will be assessed against the School District or Charter School seeking to become a Member. Reconfiguration must be approved by each Member District in accordance with their decision-making authority.

2.6 It is agreed and understood that the Management Board does not have the authority to revise or amend this contract absent specific approval from the decision-making authority of each Member District.

2.7 Any Member District which does not agree to the terms of this Agreement and does not properly execute this Agreement will not be considered a party to this contract and will be deemed to have been withdrawn from the Agreement without the necessity of further action by the remaining Member Districts, person, entity or agency. Disposition of property shall be governed by the withdrawal provision. All TEA timelines and requirements shall apply to any reconfiguration unless the Agency waives the timelines in writing and submits to the Fiscal Agent the written Agency waiver.

3. PERSONNEL

3.1 The chief administrator of the El Paso RDSPD will be the El Paso ISD RDSPD Coordinator. The El Paso RDSPD Coordinator shall be employed by the Fiscal Agent, selected by the Fiscal Agent, and be subject to the personnel policies of the Fiscal Agent. The Coordinator will make recommendations regarding programming, staffing, staff development, staff assignments and interpreter supports. Administrative decisions regarding operations of the instructional program, including but not limited to related services and staff development, and approved budgeted expenditures consistent with Fiscal Agent policy are within the authority of the El Paso RDSPD Coordinator and do not require Management Board action; a) recruitment, interviewing and recommendation of employment of RDSPD personnel to the Fiscal Agent Board; b) purchasing of materials, approval of bills; and c) supervising, evaluating and recommending employment status of other RDSPD personnel. The RDSPD Coordinator may determine the location of services and assignment of staff. The budget is available for review by the Management Board.

3.2 For purposes of the Texas Public Information Act and the Local Government Records Act, the Special Education Director of each Member

District shall serve as deputy officers for public records for requests made on behalf of or related to students served by the El Paso RDSPD which are filed with the El Paso RDSPD. For students enrolled in the cluster site programs, the Fiscal Agent will be responsible for responding to records requests pursuant to IDEA or FERPA. For students enrolled in itinerant programs, the district where the student is enrolled will be responsible for educational records request made pursuant to FERPA, IDEA, and the Texas Public Information Act.

3.3 Any hearing on an employee grievance, termination, or non-renewal is the responsibility of, and will be held in accordance with the policies of the district with whom the employee has an employment relationship or contractual agreement. Grievances filed by RDSPD personnel shall be conducted pursuant to the Fiscal Agent's policy. However, the Administrators assigned to hear the grievances are as follows:

- Level I – RDSPD Coordinator
- Level II – Fiscal Agent Superintendent
- Level III – Fiscal Agent Board of Trustees

This section does not apply to termination or proposed non-renewals of RDSPD personnel. For proposed non-renewals and termination of RDSPD personnel, the Fiscal Agent Board policy shall apply.

3.4 El Paso RDSPD personnel may include deaf education certified teachers, itinerant teachers, certified interpreters, speech therapists, diagnosticians, para-professional staff and office staff. Such employees are subject to the personnel policies, including but not limited to, all policies governing contracts, at-will employment, and standards of conduct, leave and other benefits of the Fiscal Agent and any El Paso RDSPD operating procedures. Additionally, the Fiscal Agent retains final hiring and termination authority regarding employment of RDSPD personnel. The Fiscal Agent salary schedule applies to RDSPD personnel set forth herein. The RDSPD reserves the right to adopt an annual salary schedule for RDSPD personnel that will supersede any salary schedule adopted by the Fiscal Agent with the agreement of the Fiscal Agent. Should said right be exercised, the Fiscal Agent shall adopt the RDSPD salary schedule for the employment of itinerant and/or RDSPD personnel. Such option shall be exercised no later than thirty (30) days prior to the date on which the Fiscal Agent adopts its salary schedule. The Fiscal Agent shall adopt its salary schedule prior to the 45th day before the first instructional day of the succeeding school year.

3.5 El Paso RDSPD personnel shall be evaluated by the Coordinator based on evaluations as determined by the RDSPD Coordinator. The Coordinator will obtain input from campus coordinators as part of the evaluation process.

4. FISCAL AGENT

4.1 El Paso Independent School District shall serve as the Fiscal Agent. The Fiscal Agent, as a Member District, is subject to Member District responsibilities and acknowledges that it is an accredited Texas school district and that it offers grades kindergarten through 12.

4.2 Except as otherwise provided herein, the Fiscal Agent is responsible for applying for, receiving, collecting, expending, and distributing all funds, regardless of source, in accordance with the budget adopted by the Management Board. The Fiscal Agent will utilize an acceptable cost allocation method consistent with the *Financial Accountability System Resource Guide (FASRG)* Section 1.3, 1.4, Basis for Allocation of Costs of the Fiscal Agent). The Fiscal Agent shall provide accounting services, reports, and shall perform any other responsibilities required by El Paso RDSPD operating procedures, if any. It is agreed and understood that the Fiscal Agent assumes no responsibility for a Member Districts failure to maintain its effort.

4.3 The Fiscal Agent is responsible for preparing the operational budget for the El Paso RDSPD. The Fiscal Agent will account for salaries and expenses of El Paso RDSPD personnel and El Paso RDSPD operating expenses. The parties acknowledge that the Fiscal Agent may access total State and Federal allocations, such as IDEA Part B funds; Part C funds (ECI); State Deaf funds; and any other funding received for the purpose of furthering this program. It is agreed that operating expenses include facilities use, utilities and other costs necessary to administer the RDSPD.

4.4 The Fiscal Agent will prepare and submit any reports or applications required by federal or state law.

4.5 The Coordinator or designee, on behalf of the Fiscal Agent, may negotiate contracts with outside service providers for special education and related services for students with disabilities, including interpreters, in accordance with law and operating procedures. The Fiscal Agent shall request Americans with Disabilities Act (ADA) and FERPA compliance by each service provider.

4.6 The Fiscal Agent must notify the Member Districts of any intention to withdraw as Fiscal Agent of the RDSPD on or before October 1st preceding the last fiscal year it intends to serve as Fiscal Agent. It is agreed and understood that the withdrawing Fiscal Agent will notify TEA of its intent to withdraw as Fiscal Agent on or before December 1 preceding the end of the fiscal year that it intends to be its last fiscal year to serve as Fiscal Agent. After a satisfactory independent audit of the RDSPD's accounts, the transfer of Fiscal Agent status will become effective July 1 of the fiscal year after the year in which notice was given. All TEA timelines shall apply to any reconfiguration. The Fiscal Agent will provide

documentation of affected parties as required by the Texas Education Agency to effectuate the withdrawal.

4.7 Should the Fiscal Agent cease for any reason to serve, the Management Board will by majority vote of a quorum appoint a Member District as Fiscal Agent. All TEA timelines shall apply to any reconfiguration, including a change in Fiscal Agent. However, a Member District, if so elected by the Management Board to serve as the new Fiscal Agent, is not required to serve as Fiscal Agent. A Member District shall not serve as Fiscal Agent absent specific approval by the Member District's Board of Trustees or other governing body if not an ISD.

4.8 Each Member District shall be responsible for submitting a PEIMS 011 Record to TEA consistent with TEA Requirements. Each Member District where a student attends school will prepare all required PEIMS student data reports on the 163 Record for students receiving El Paso RDSPD services. In the event a Member District fails to submit PEIMS student data on the 163 Record for a student who has been served by the RDSPD, it is agreed and understood that all Member Districts will contribute toward the financial deficit and agrees that an increase in the local fee for all Member Districts may result. It is further agreed that any PEIMS student data reported to TEA will be provided to the El Paso RDSPD office upon request by the El Paso RDSPD Coordinator. The Fiscal Agent, by reporting PEIMS data on students receiving services at cluster sites, is responsible for the provision of FAPE and accountability and will be deemed the LEA. For student receiving services through the itinerant program, PEIMS will be reported by the district of enrollment and that Member District will be the LEA and responsible for FAPE and accountability.

4.9 The Fiscal Agent determines the location of centralized programs within the boundaries of the Fiscal Agent district.

5. MEMBER DISTRICTS' GENERAL OBLIGATIONS

5.1 Member Districts agree that any funds assessed under El Paso RDSPD operating procedures or this Agreement will be remitted within thirty (30) calendar days of receiving a statement from the Fiscal Agent. Each Member District acknowledges that federal funds received from the state earmarked for deaf education programs, state funds, and ECI Part C funds flow from TEA directly to the Fiscal Agent upon the electronic submission of the Fiscal Agent's request for program funds.

5.2 Each Member District will be liable for any costs associated with its residentially-placed students pursuant to 19 T.A.C. §89.61. This includes any transportation costs incurred as a result of a District's initiated placement in the Texas School for the Deaf. Any residential applications flow through the sending Member District. Should a student enrolled in a cluster site require services that

are not provided through the RDSPD cluster site program as contemplated by Section 1.1, the Fiscal Agent will consult with the sending Member District regarding the student's return to the Member District for consideration of alternative placement and services options, which may include placement in a residential facility.

5.3 Each Member District agrees to cooperate with the Fiscal Agent in maintaining the proper fiscal, personnel, and student records for the El Paso RDSPD operations. Member Districts where a student receives services are responsible for maintaining student eligibility folders.

5.4 A Member District may withdraw from the El Paso RDSPD by providing the Fiscal Agent written notice of its proposed action no later than August 1 preceding the last fiscal year during which the Member District intends to remain as a Member District in the El Paso RDSPD. Upon receipt, the Fiscal Agent shall submit written notice-of-intent-to-withdraw to the Texas Education Agency ("TEA") prior to December 1, or consistent with other TEA mandated timelines which may be in effect at the time of withdrawal. The Member District shall submit any other documentation required by the TEA to effectuate the withdrawal. The Member District retains responsibility of ensuring all withdrawal requirements are met. Upon delivery of such notice, the Member's withdrawal from the El Paso RDSPD shall be effective June 30 of the year after the written notice was submitted, contingent upon approval of the TEA. The withdrawing Member District shall return to the El Paso RDSPD any supplies, equipment, or fixtures in its possession that were purchased with El Paso RDSPD funds, prior to or by the effective June 30. The Member Districts further agree that any uncommitted surplus funds or any other funds whether specifically defined herein or not, after full satisfaction of all charges and liabilities, remaining in the El Paso RDSPD's operating fund shall remain with the. Additionally, a withdrawing Member District shall pay all costs and fees related to, resulting from or associated with its withdrawal, including, but not limited to legal costs, insurance or any other expenses or obligations up to an amount not to exceed \$10,000.00.

5.5 Members will be responsible for the initial referral process, including a full individual evaluation (FIE) and any appropriate evaluations needed to establish eligibility including Part A-Otological Evaluation, Part B - Audiological Evaluation, and Part C - Speech Language Evaluation and for the initial ARD Committee meeting which includes representation from the RDSPD. The RDSPD will fund Audiological re-evaluations but not initial Audiological evaluations. The RDSPD is responsible for the re-evaluation of RDSPD students.

For eligible students of Member Districts, the EPISD RDSPD will make available the following services:

- A. **Cluster Site Services:** for eligible students placed at the Cluster Site pursuant to an IEP, the RDSPD will make available any services required by the ARDC, including but not limited to:
- Three year full and individual evaluation and appropriate assessment as determined through a Review of Existing Evaluation Data (REED) ARD;
 - Scheduling and documentation of ARD committee meetings and documentation of Amendments without an ARD committee meeting, as necessary;
 - Speech therapy per each student's IEP;
 - Counseling and/or psychological services per each student's IEP;
 - Audiological services per each student's IEP;
 - Classroom amplification systems per each student's IEP;
 - Physical and occupational therapy per each student's IEP;
 - Parent training per each student's IEP;
 - Sign language interpreter services per each student's IEP;
 - Reporting PEIMS data for all students at the cluster sites and any other reporting required by TEA, state or federal law of the Fiscal Agent on behalf of the RDSPD.
 - School health services
 - Transportation services for students living within El Paso ISD boundaries; otherwise, the Member District is responsible for transportation
 - Visual impairment services

The RDSPD does not fund services unless such are deemed educationally necessary by an ARD committee. For services provided outside the instructional day, the Member District is responsible.

- B. **Itinerant Services.** For eligible students receiving itinerant services pursuant to an IEP or parent/infant services as per the Memorandum of Understanding between the Interagency Council on early Childhood Intervention (ECI) and the Texas Education Agency (TEA):
- Direct itinerant and early intervention services from an RDSPD certified teacher of the deaf and hard of hearing;
 - Audiological services and classroom amplification for students receiving direct services for 45 minutes or more a week from an EPISD RDSPD teacher;
 - For districts outside of the Education Service Center/Region 19 area, the charge for these services shall be \$50.00 an hour, including travel time, plus mileage reimbursement at the EPISD rate, in addition to the fees set forth in **Exhibit D**, attached hereto and as amended from time to time by the designee for the Fiscal Agent.

When possible, ARD Committee meetings will be held at the EPISD RDSPD cluster sites.

- C. Services for all eligible students. For all eligible students of Member Districts receiving itinerant services:
- Part C Eligibility Report;
 - Audiological Evaluations;
 - Attendance at ARD meetings by a certified teacher of the deaf and hard of hearing;
 - Attendance at Individualized Family Service Plan (IFSP) meetings for families receiving parent/infant services by a certified trainer of the deaf and hard of hearing;
 - Staff Training (including trainings for staff of students receiving services under Section 504);
 - Hearing Assistive Technology (including students receiving services under Section 504);
 - Supervision of RDSPD staff; and
 - Consultative services

The provision of any services referenced in this paragraph is contingent upon the ARD Committee or Section 504 Committee's determination, as applicable, that such services are necessary and appropriate.

5.6 Repayments to the Texas Education Agency due to a violation of federal rules on Maintenance of Effort ("MOE") by any school district shall be the responsibility of the member district that violated the MOE requirement. If any monies are withheld from the e-grant then the Member District in violation will refund the Fiscal Agent such amount.

5.7 For students enrolled in a centralized program, RDSPD shall be responsible for FM receivers, audio shoes, related warranties and audio systems or other hearing assistive technology determined necessary by the ARD Committee. For a student receiving services in his or her home district, the Member District where the student is enrolled is responsible for any equipment deemed appropriate by an ARD committee.

5.8 Child Find is the responsibility of each Member District including the initial evaluation to determine eligibility. The Member District is responsible for the initial placement through the ARD Committee process. The Member District is responsible for following referral procedures as set forth in the operating guidelines. Member Districts shall send an ARD representative to the ARD Committee considering the educational needs of students who are Deaf/Hard of Hearing from that Member District. The Member District representative shall inform the El Paso RDSPD of any changes in student location or status.

5.9 The RDSPD will provide interpreter services for Cluster students participating in after-school non-academic activities and summer activities and will seek reimbursement for these services from the Member District of origin. Each Member District of origin receiving such services will be billed separately, and must remit payment within thirty (30) days of receipt of invoice. After-school, non-academic activities include, but are not limited to, UIL events, sporting events, clubs, after-school tutoring and any other extra-curricular activity sponsored by a school district. Each Member agrees to pay for the costs of interpreter services incurred by students from the Member District of origin attending summer school classes, Extended School Year (ESY), Summer Enrichment Classes, and/or participating in extracurricular activities in EPISD.

5.10 In the event an itinerant student requires in-home services, parent training, additional instructional staff, teacher, and interpreters for extracurricular programs, or interpreters or other supports for after school non-academic activities, UIL, clubs, after school tutoring, then the Member District where the student is enrolled will provide funding for these services. If support from an El Paso RDSPD staff member is needed as contemplated in this provision, then that will be billed to the Member District at the staff salary calculated at an hourly basis plus mileage or the contract rate.

5.11 Member Districts shall provide suitable and sufficient classroom space to accommodate students receiving itinerant services.

6. FISCAL PRACTICES

6.1 The El Paso RDSPD will operate on a budget reviewed by the El Paso RDSPD Coordinator and Management Board. The Management Board shall ensure that the respective share to be contributed to the El Paso RDSPD shall be included in the budgets adopted by the Member Districts Boards of Trustees. The budget shall be prepared in accordance with guidelines established by the Texas Education Agency and approved by El Paso ISD.

6.2 EPISD RDSPD administrative and uncontrollable costs that are not covered by State funds are determined by the difference between the projected actual federal and state deaf education entitlements, projected funds collected pursuant to this Agreement, and the required actual operating budget. This amount is then divided by the number of students projected to be enrolled in the EPISD RDSPD Cluster sites based on the PEIMS deaf student count of the previous fiscal year. Each Member further agrees to pay for itinerant services at rates determined each fiscal year by the Fiscal Agent pursuant to prevailing wage rates in the El Paso RDSPD catchment area. Current rates for the 2021-2022 school year are attached as Exhibit "D."

6.3 Except as otherwise provided herein, a Member District shall not be responsible for any costs associated with the El Paso RDSPD unless such Member District has a student receiving services from the El Paso RDSPD.

6.4 The El Paso RDSPD's accounts will be audited annually, as part of the Fiscal Agent's audit, by an outside audit firm. This is considered an administrative cost.

6.5 Participants will be notified in writing by July 1 of the fiscal year regarding the tuition per student attending the EPISD RDSPD cluster sites, cost for itinerant teacher services, cost for parent/infant itinerant teacher services, and other services provided, for the following year.

6.6 Each Member is responsible for "Maintenance of Effort" (MOE). Each Member shall provide information pertaining to MOE to the Fiscal Agent, EPISD, in a timely manner. Any Member that falls short of the MOE would be solely responsible for that breach and any financial repercussions that result from said breach.

7. NON-MEMBER SERVICES

7.1 Students from school districts other than those Member Districts who are parties to this Agreement ("non-member LEAs") will be considered for services/placement upon written request to the Coordinator with authority of the Fiscal Agent of the El Paso RDSPD. An authorized representative of the non-member LEA shall be present at a Management Board meeting to present information and any requested clarification of information regarding the need(s) of the student(s) seeking to access services. The Member Districts acknowledge that TEA guidelines indicate that services may be provided to eligible students enrolled in non-member LEAs so that the intent of TEC Chapter 30, Subchapter D is met. In the event that the Management Board determines that providing services to students enrolled in non-member LEAs would create an undue burden for the RDSPD, the requested services may be declined.

7.2 Factors to be considered by the Management Board when considering the non-member LEA's request for services/placement, include, but are not limited to: (1) the type of services needed; (2) whether additional El Paso RDSPD staff will have to be employed or engaged to serve the student; (3) whether the non-member LEA is a member of any other shared services arrangement; (4) whether the non-member LEA can pay all transportation costs for transporting the student and all travel costs of staff associated with serving the student; (5) whether the non-member LEA will agree to transfer funds applicable to the education of the student as deaf/hard of hearing to the El Paso RDSPD as appropriate and allowable; (6) whether the non-member LEA will pay all other costs incurred by El Paso RDSPD in providing educational services to the student(s); and (7)

whether the non-member LEA will agree to assume responsibility for attorney's fees and costs associated with any legal action brought by the student or his or her parents.

7.3 The costs for providing Non-Member LEA educational services shall be in accordance with the fee schedule at **Exhibit "A"**, as applicable and as may be amended from time to time by the RDSPD Coordinator for the Fiscal Agent. Further, the non-member LEA seeking educational services will be assessed an administrative fee to cover all costs associated with the contract in the form attached as **Exhibit "A"**.

7.4 The form of the Interlocal contract for Non-Member LEA educational services is attached as **Exhibit "B."**

7.5 Students from Charter Schools who are not parties to this agreement may be considered for placement upon request to the RDSPD Coordinator of the Fiscal Agent of the RDSPD through a services contract. Such contracts shall be in the form attached as **Exhibit "C"**. The Charter School(s) seeking services will be assessed a fee to cover all costs associated with the contract in the form attached as **Exhibit "A"**.

7.6 In the event a non-member LEA or Charter School does not agree to enter into a contract, then the El Paso RDSPD will provide contact information of providers with whom those schools may directly contract for services, if available.

7.7 Each Member District, by approval of this El Paso RDSPD Agreement, authorizes and delegates to the Member District's Superintendent the authority to execute the forms of agreements set forth at **Exhibits "B" and "C"**.

8. DISSOLUTION

8.1 Dissolution of this Agreement shall require the affirmative vote of a majority of the Member Districts. The Fiscal Agent shall notify TEA of the RDSPD's intent to dissolve by December 1st prior to the end of its final fiscal year in the RDSPD. Upon dissolution, the RDSPD's funds and any other remaining assets, after any charges and liabilities, will be divided among the Member Districts based on a prorated share determined by the number of students being served on December 1 of the year the RDSPD dissolves. The dissolution will take effect on July 1 after the first January 1 following the dissolution vote, unless an alternative date is approved by a majority vote of the Management Board.

8.2 Agreements pertaining to purchase of real property shall supersede any provisions herein.

9. RISK OF LOSS

9.1 Except as otherwise provided herein, each Member District bears its own risk of loss. "Loss" includes, but is not limited to, damage to or loss of personal or real property, costs of administrative hearings, litigation expenses, awards of actual damages, court costs, attorneys fees, and settlement costs.

10. TRANSPORTATION

10.1 Each Member District bears responsibility for providing or contracting for the transportation of each of its transportation-eligible students to each facility at which services are provided.

10.2 It is agreed that in the event a student's placement in the Texas School for the Deaf (TSD) is requested by a Member District, then any and all costs will be the responsibility of the Member District where the student is enrolled.

11. LEGAL RESPONSIBILITIES

11.1 Except as otherwise provided herein, the Member District wherein the student is enrolled shall be solely responsible for the provision of a Free Appropriate Public Education ("FAPE"). For students enrolled in the cluster site program, the Member District in which the cluster site is located is deemed the LEA and is responsible for FAPE and accountability.

11.2 Except as otherwise provided herein, the Member District wherein the student is enrolled is responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student. For students enrolled in the cluster site programs, the district in which the cluster site program is located and as the LEA, will be responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving that student

11.3 Except as otherwise provided herein, if the El Paso RDSPD, Fiscal Agent or any employee, agent or officer of the Fiscal Agent, is a named party in litigation arising under the IDEA whether in a Special Education Due Process Hearing or lawsuit filed in Federal or State Court or litigation arising under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, involving a student being served as contemplated by this Agreement, the Member District wherein the student is enrolled remains responsible for legal costs, court costs and attorney's fees, resulting from litigation directly involving such student including reimbursement to the El Paso RDSPD and the Fiscal Agent for any legal costs incurred by the El Paso RDSPD or the Fiscal Agent. In the event the

litigation as set forth above involves a student that resides in another Member District but is enrolled in the Fiscal Agent centralized program, the Fiscal Agent will not be entitled to reimbursement.

11.4 Each Member District shall be responsible for legal fees incurred due to complaints, grievances, or litigation arising from an employee with whom the district has a contract or with whom the district has an employment relationship. The sole exception shall be legal fees incurred for complaints, grievances, or litigation arising from RDSPD personnel hired by the Fiscal Agent District. Such costs shall be allocated based upon the proportionate share amount stated in Section 6.2.

11.5 The legal responsibilities stated herein shall survive the expiration of this contract should litigation arise from events that occurred during the term of the contract.

11.6 The Member Districts of this Agreement and the Fiscal Agent agree to negotiate in good faith to resolve any dispute related to the contract that may arise from the Member Districts. If the dispute cannot be resolved by negotiations, the dispute shall be submitted to mediation before resort to litigation. If the need for mediation arises, a mutually acceptable mediator shall be chosen by the parties to the dispute, who shall share the cost of mediation services based upon an equal split between the Member Districts. The Fiscal Agent shall contribute an equal share in the cost for mediation. Mediation is a voluntary dispute resolution process in which the parties to the dispute meet with an impartial person, called a mediator, who will help to resolve the dispute informally and confidentially. Mediators facilitate the resolution of disputes but cannot impose binding decisions. The parties to the dispute must agree before any settlement is binding.

11.7 Students who are enrolled in the Member District hosting the Cluster Sites and who have been accepted as transfer students pursuant to Board Policy of such district will be considered students of the Member hosting the Cluster Site, and that Member will be deemed the Local Education Agency.

12. THE AGREEMENT

12.1. This Agreement will be automatically renewed by each Member District annually unless notice of withdrawal or dissolution is given under the terms of this contract, or this contract is revised or modified. In the event this contract is revised or modified and a Member District refuses to execute the revised Agreement, then that Member District will not be deemed a party to this contract. In the event there is a dispute among the Member Districts regarding revisions or modifications to this Agreement, the Member District(s) electing not to agree to execute the modifications of the contract will not be parties to the Agreement and Section 12.2 shall control.

12.2 This Agreement will supersede all previous agreements among the parties in relation to the operation of the RDSPD and responsibilities under any prior Cooperative agreement.

12.3 This Agreement will apply to and bind the representatives and successors in interest of the parties to this agreement.

12.4 This Agreement is governed by the laws of the State of Texas.

12.5 If any provision of this Agreement becomes or is held violative of any law or unenforceable, then the invalidity of that provision will not invalidate the remaining provisions. The Member Districts agree that all remaining provisions of this Agreement will remain in effect.

12.6 Citations of and references to any specific federal or state statute or administrative regulation in this Agreement include any amendment to or successor of that statute or regulation.

12.7 Nothing herein shall be construed to be a waiver of sovereign immunity by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. The parties expressly agree that, in all things relating to this contract, they are performing governmental functions, as defined by the Texas Tort Claims Act, and that every act or omission of the parties which, in any way, pertains to or arises out of this Agreement falls within the definitions of governmental function.

12.8 It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.

12.9 It is agreed and understood that the terms of this Agreement shall not be modified absent written agreement of all parties. Any modifications agreed to by all Member District Boards of Trustees shall be submitted to the TEA's Division of IDEA Coordination within 90 calendar days of the effective date of the revised Agreement.

12.10 In the event TEA Guidelines for RDSPDs revises deadlines or rules concerning funding to Member Districts or the dissolution, additions or departures of Member Districts, or any other issue addressed in this Agreement, the Member Districts agree such applicable deadlines or rules shall prevail over conflicting provisions of this Agreement. It is the intent of the Member Districts to comply with TEA deadlines and/or rules to the benefit of the Member Districts and the RDSPD. To the extent appropriate or if requested by the Management Board, the Director shall prepare an addendum to this Agreement reflecting the applicable changes, subject to the approval of the Board of Trustees or delegated authority.

12.11 It is agreed and understood that any service contemplated herein is contingent upon federal, state and local limitations governing COVID-19 or other pandemics. To the extent that this requires closures or other disruption of educational services the, Fiscal Agent will provide notice of any disruption to services to the Management Board within 48 hours of the limitation announcement by the governing entity. Each Member District agrees to fully cooperate with CDC guidelines and any federal, state or local orders applicable to Member Districts regarding any pandemic.

Executed this _____ day of _____, 2022.

Approved on its face

Signed: Tuesday, January 11, 2022



Signed: Tuesday, January 11, 2022

ANTHONY INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

BURNHAM WOOD CHARTER SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

CANUTILLO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

CLINT INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

EL PASO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

FABENS INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

FORT HANCOCK INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

SIERRA BLANCA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

SOCCORRO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

TORNILLO INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

LA FE PREPARATORY SCHOOL

BOARD PRESIDENT SIGNATURE

Date

YSLETA INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

CULBERSON COUNTY-ALLAMORE INDEPENDENT SCHOOL DISTRICT

BOARD PRESIDENT SIGNATURE

Date

VISTA DEL FUTURO CHARTER SCHOOL

BOARD PRESIDENT SIGNATURE

Date

TASB RISK MANAGEMENT FUND INTERLOCAL PARTICIPATION AGREEMENT

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

TERMS AND CONDITIONS

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

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

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

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

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

5. Contributions.

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

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

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

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

8. Other Duties of Fund Member.

- a. **Standards of Performance.** Time shall be of the essence in Fund Member's reporting of any and all claims to the Fund, payment of any contributions or monies due to the Fund, and delivery of any written notices under this Agreement.
- b. **Claims Reporting.** Notice of any claim must be provided to the Fund as required by law or the applicable Coverage Agreement. Failure by Fund Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Fund advances payment of any fine or penalty arising from Fund Member's late claim reporting, Fund Member will reimburse the Fund for all such costs.
- c. **Cooperation and Access.** Fund Member agrees to cooperate and to comply in a timely manner with all reasonable requests for access, information and/or records made by the Fund or by a third-party acting for the Fund. Fund Member further agrees to provide complete and accurate statements of material facts, to not misrepresent or omit such facts, or make false statements to the Fund. The Fund Member agrees that any information held by the Fund's Administrator, or its' affiliated entities may be provided to the Fund. The Fund reserves the right to audit the relevant records of Fund Member to determine compliance with this Agreement.

9. **Administration of Claims.** The Fund or its designee agrees to administer all claims for which Fund Member has coverage after Fund Member provides timely written notice to the Fund. Fund Member hereby authorizes the Fund or its designee to act in all matters pertaining to handling of claims for which Fund Member has coverage pursuant to this Agreement. Fund Member expressly agrees that the Fund has sole authority in all matters pertaining to the administration of claims and grants the Fund or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Fund Member further agrees to be fully cooperative in supplying any information reasonably requested by the Fund in the handling of claims. All decisions on individual claims shall be made by the Fund or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Excess Coverage/Reinsurance.** The Fund, in its sole discretion, may purchase excess coverage or reinsurance for any or all Fund programs. In the event of a substantial change in terms or cost of such coverage, the Fund reserves the right to make adjustments to the terms and conditions of a CCS as allowed by the Amendment by Notice process under this Agreement. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Fund or any Fund Member, the Fund is not responsible for any payment or any obligations to Fund Member from any reinsurer, stop loss carrier, or excess coverage provider.

11. Subrogation and Assignment of Rights.

- a. Fund Member, on its own behalf and on behalf of any person entitled to benefits under this Agreement, assigns all subrogation rights to the Fund. The Fund has the right, in its sole discretion, without notice to Fund Member, to bring all claims and lawsuits in the name of Fund Member or the Fund. Fund Member agrees that all subrogation rights and recoveries belong first to the Fund, up to the amount of benefits, expenses, and attorneys' fees incurred by the Fund, with the balance, if any, being paid to Fund Member, unless otherwise specifically stated in the Agreement. Award of funds to any person entitled to coverage, whether by judgment or settlement, shall be conclusive proof that the injured party has been made whole. Fund Member's right to be made whole is expressly superseded by the Fund's subrogation rights. If Fund Member procures alternate coverage for a risk covered by the Fund, the latter acquired coverage shall be deemed primary coverage concerning that risk.
 - b. Fund Member shall do nothing to prejudice or waive the Fund's existing or prospective subrogation rights under this Agreement. If Fund Member has waived any subrogation right without first obtaining the Fund's written approval, the Fund shall be entitled to recover from Fund Member any sums that it would have been able to recover absent such waiver. Recoverable amounts include attorneys' fees, costs, and expenses.
12. **Appeals.** Fund Member shall have the right to appeal any written decision or recommendation to the Fund's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation.
13. **Bylaws, Policies, and Procedures.** Fund Member agrees to abide by the Bylaws of the Fund, as they may be amended from time to time, and any and all written policies and procedures established by the Fund (which are available from the Fund upon written request). If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs a CCS, such change will not apply to Fund Member until the renewal of such CCS, unless Fund Member specifically agrees otherwise.
14. **Payments.** Fund Member represents and warrants that all payments required under this Agreement of Fund Member shall be made from its available current revenues.

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

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

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

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

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

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

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

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

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

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

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

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

For FUND MEMBER: **Fabens ISD**

By: _____

Date: _____

Signature of Fund Member's Authorized Representative

Printed Name of Fund Member's Authorized Representative

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

For TASB Risk Management Fund Use Only

For TASB RISK MANAGEMENT FUND:

By: _____

Date: _____

Chair, TASB Risk Management Fund Board of Trustees

**MEMORANDUM OF AGREEMENT
BETWEEN
FABENS INDEPENDENT SCHOOL DISTRICT
AND
BAYLOR UNIVERSITY**

WHEREAS, Baylor University, through its School of Nursing requires the use of clinical laboratory experiences for students in its nursing program, and

WHEREAS, **FABENS INDEPENDENT SCHOOL DISTRICT** offers clinical laboratory facilities which meet criteria established by the Board of Nurse Examiners for the State of Texas for agencies affiliating with nursing education programs, and

WHEREAS, the Faculty recognizes that clinical practice under appropriate guidance and supervision is essential for student development of effective nursing skills, clinical judgment, and a sense of professional responsibility, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial,

BE IT AGREED that **FABENS INDEPENDENT SCHOOL DISTRICT**, hereafter called "Agency," and Baylor University, hereafter called "University," desire to enter into an agreement whereby students in the University nursing program shall receive experiences in practicum courses in the Agency. This agreement shall be governed by the following conditions:

I. THE UNIVERSITY SHALL:

- A. Retain control of, and responsibility for, all phases of the nursing education program.
- B. Cooperate with the Agency in making arrangements for the practicum not less than six months prior to the start of each academic term. Arrangements shall be mutually determined by agreement of the parties and may be altered by mutual agreement.
- C. Cooperate with the Agency in planning, scheduling and implementing an orientation program for faculty responsible for the practicum.
- D. Provide an orientation for students to assigned units.
- E. Provide the Agency with the following written information two weeks prior to the start of each practicum:

1. Specific days and hours students will be on patient units or service areas.
 2. Names of students and responsible faculty.
 3. Objectives of the practicum.
 4. Documentation of professional liability insurance for students and faculty.
 5. Texas nursing registration number of faculty.
 6. Other appropriate information as requested.
- F. Provide qualified faculty in a faculty-student ratio of at least 1:10.
- G. Plan individualized experiences for students in consultation with appropriate agency personnel based on the objectives of the practicum and available learning opportunities.
- H. Abide by the written administrative, nursing and medical policies or procedures of the Agency while using its facilities.
- I. Require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:
1. Trained in accordance with the Occupational Safety and Health Administration's (OSHA) Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
 2. Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
 3. Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
 4. Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

- 5. Vaccinated for HBV or have begun the vaccination series for HBV or have signed a refusal to acquire HBV vaccination.
- J. Maintain for itself and provide to Students or require that Students obtain and maintain appropriate general and professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by Agency, in accordance with Agency's bylaws, rules and regulations. A copy of the certificate of insurance shall be provided to the Agency.
- K. Understand that Agency is a Texas independent school district, which employs one or more school nurses, who may be either an RN or an LVN; and that the only "patients" typically served would be District students who may visit the school nurse's office on an as-needed basis."
- L. "Prohibit the disclosure of personally identifiable information, as defined in the Family Educational Rights and Privacy Act, of an Agency student, without the prior written consent of the student, and in the case of a minor student, the student's parent, to limit the use of such information by University, its faculty, staff, and students to effectuating the purposes of this Agreement, and to destroy or return all such information at the termination of this Agreement."

II. THE AGENCY SHALL:

- A. Retain full responsibility for patient care and for control of established standards of patient care.
- B. At least six months prior to each academic term, provide the University with the maximum number of students (from all educational programs) that can be assigned to each patient unit and service area during each eight-hour assignment period.
- C. Provide an orientation for faculty assigned to the Agency prior to the practicum subject to conditions in Article I. Section C.
- D. Assist the University faculty in orientation of students to the Agency at a mutually agreed upon time.
- E. Provide, within Agency limitations, conference rooms and lockers requested.
- F. Provide any special clothing required for participation in learning activities in selected patient units and service areas of departments of the Agency.
- G. Reserve the right and authority to request and require the withdrawal of any faculty or student, who does not adhere to appropriate dress code, behavior standards, administrative and medical policies, does not maintain professional liability insurance; or cannot provide safe care due to physical or mental illness.

- H. Permit University faculty to conduct nursing research in accordance with established policies and research protocols of the Agency with prior written approval.
- I. Comply with all applicable federal and state health and safety laws and regulations.
- J. Prohibit the disclosure of personally identifiable information, as defined by the Family Educational Rights and Privacy Act, of a student without the prior consent of the student, and to limit Agency's use of such information only for the purpose for which it obtained such information.

- K. Require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the Agency shall include information regarding:
 - 1. The Agency's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan.
 - 2. The engineering controls used within the Agency's work site.
 - 3. The personal protective equipment available in each of the Agency's work areas.
 - 4. The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens.
 - 5. What constitutes an exposure.
 - 6. The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.
- L. Provide appropriate and readily accessible personal protective equipment at no cost to faculty and students to use in the work site during the clinical training program.
- M. Maintain appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$1,000,000 in the aggregate, with insurance carriers or self-insurance programs approved by University. A copy of the certificate of insurance shall be provided to the University.

III. IT IS MUTUALLY AGREED THAT:

- A. University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.


IV. DURATION OF AGREEMENT, TERM, MODIFICATION:

- A. This Agreement shall remain in effect until terminated. Either party may terminate this Agreement, with or without cause, by written notice to the other party at least sixty (60) days prior to the commencement of the next academic term. Students enrolled in the practicum at the time notice is given shall have the opportunity to complete the course of study in progress.

- B. The parties to this agreement may amend this Agreement as deemed necessary provided, however, that no amendment to this Agreement shall be valid unless in writing and signed by the duly authorized representatives of the parties.
- C. All the terms, conditions and provisions agreed upon by the parties to this Agreement are incorporated in this document.

This Agreement is effective as of the date last signed below.

BAYLOR UNIVERSITY

DocuSigned by:

21BD2AFAA9844BE...

By: Linda Plank, Dean
Louise Herrington School of Nursing

Date: 2/10/2022

FABENS INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Veronica Vijil, Superintendent

Date: _____

FABENIND

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Southwest CL El Paso 303 N. Oregon, Ste 310 El Paso, TX 79901 915.534.9456		CONTACT NAME: Cristy Urquidi PHONE (A/C, No, Ext): 915.534.9456 FAX (A/C, No): 866.494.6822 E-MAIL ADDRESS: cristy.urquidi@usi.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Property Casualty Alliance of Texas	
		INSURER B: Midwest Employers Casualty Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

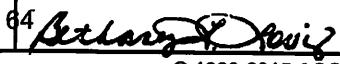
COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> BI/PD Ded:1000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		07190321	09/01/2021	09/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$500,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$1,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		07190321	09/01/2021	09/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$100,000 BODILY INJURY (Per accident) \$300,000 PROPERTY DAMAGE (Per accident) \$100,000 \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	CAS2122	09/01/2021	09/01/2022	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance for the 2021-2022 Policy Term

CERTIFICATE HOLDER		CANCELLATION	
Baylor University 333 North Washington Ave Dallas, TX 75246		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

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FABENS ISD

Lone Star Governance Board Agenda Item

TITLE	Goal Progress Measures 3.1 CCMR – TSI Progress Measures Presentation	Date Requested	3-21-22
Requested By:	M. Gonzalez	Approximate Time	
Division Approval:		Action Needed:	no
Action Requested:		Information Only:	yes
People Participating In Presentation:	M. Gonzalez	Who Has Been Involved:	M. Gonzalez L. Flores N. Samayoa
How Will It Benefit the District's Mission/Goals?	This GPM supports Board Goal 3	How Will Request Be Financed?	-
		Cost to District:	-

Fabens Independent School District

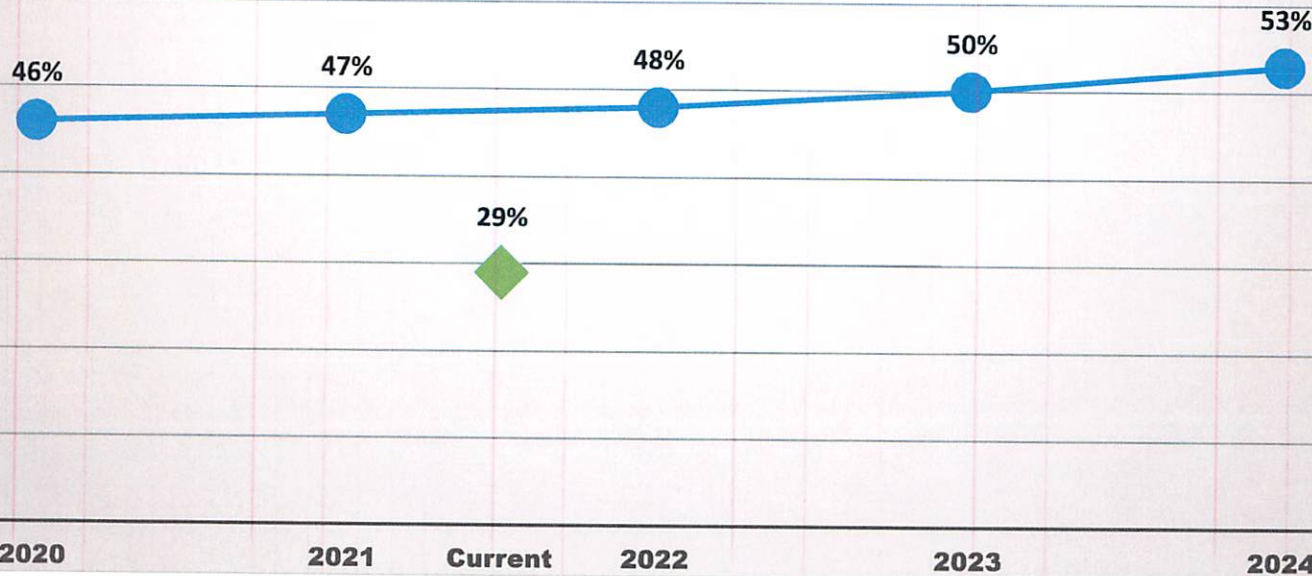
Goal Progress Measures 3.1 Monitoring Report— March 30, 2022



Goal 3: The percent of graduates that meet the criteria for CCMR will increase from 73% on the December 2019 TAPR to 80% by December 2024 (Latest Report at 78%)

Goal Progress Measure 3.1: The percent of graduates that meet the criteria for CCMR through passing TSI ELA and Mathematics will increase from 46.4% on the December 2019 TAPR to 53.4% by December 2024

Annual CCMR 3.1 Goals



As of this month

We are currently at 29% of students meeting the CCMR 3.1 goal. A 19% difference.

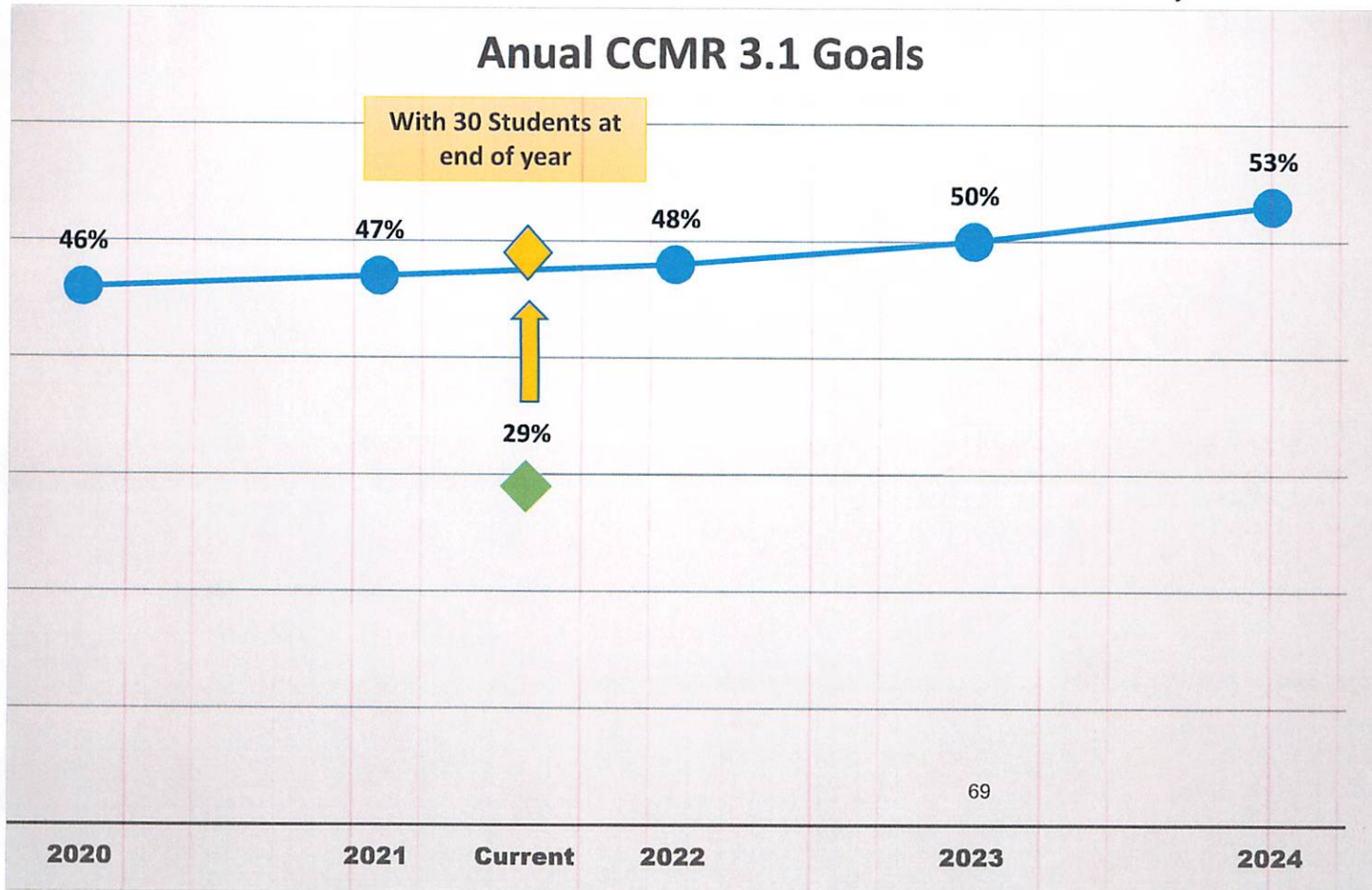
The total completion can only be calculated at end of school year May 2022.

Student Group Goals

	Current	Target
All Students	29%	48.0%
Hispanic	30% ⁶⁸	48.7%
Economically Disadvantaged	34%	48.4%
Emergent Bilingual	24%	19.6%

Goal 3: The percent of graduates that meet the criteria for CCMR will increase from 73% on the December 2019 TAPR to 80% by December 2024 (Latest Report at 78%)

Goal Progress Measure 3.1: The percent of graduates that meet the criteria for CCMR through passing TSI ELA and Mathematics will increase from 46.4% on the December 2019 TAPR to 53.4% by December 2024



Our potential

Where to earn the 19 %.

***50 students** are currently working on their College Readiness course. (Credit earned at end of year)

***29 Students** have completed one of the TSI ELA criteria. With an opportunity to test before year end.

We will meet our goal with 30 additional students

Students needed to Meet our goal

All Students	30
Hispanic	29
Economically Disadvantaged	17
Emergent Bilingual	0

FABENS ISD

**Lone Star Governance
Board Agenda Item**

TITLE	Superintendent Constraint Progress Measure 2. 2 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.	Date Requested	3-21-2022
Requested By:		Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Ms. Michele Gonzalez	Who Has Been Involved:	V. Vijil M. Gonzalez R. Armendariz M. Cavazos
How Will It Benefit the District's Mission/Goals?	Supports Superintendent Constraint 2	How Will Request Be Financed?	-
		Cost to District:	-

Superintendent Constraint Progress Measure 2.2

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.

As of March 24, 2022, 98.02 percent of staff (347/354) have been trained.

Follow up training for campus and district PBIS teams will continue to review data and respond with evidenced based strategies.

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Discussion and Possible Action Regarding Superintendent of the Year Nomination	Date Requested	03/23/2022
Requested By:	Mr. Orlando Flores	Approximate Time	15 minutes
Division Approval:		Action Needed:	Board Decision
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:	

Attached is information regarding the process for nominating and submitting the Superintendent of the Year packet to Region 19.

Schedule

April 22 ● Nomination submissions due to designated ESC

July 1 ● Regional screening completed and nominations submitted to TASB

August 26-27 ● All regional winners interviewed and five finalists chosen by TASB State Selection Committee

September ● Finalists interviewed and Superintendent of the Year chosen by TASB State Selection Committee

September 24 ● Presentation of the award at txEDCON22

SUPERINTENDENT OF THE YEAR ● 2022 ●

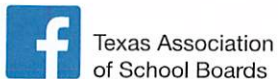
Selection Procedure

TASB Regional Screening Committees. The ESC will coordinate the regional screening. School board members serving on the regional screening committee are from districts that do not have superintendents nominated for the award and do not have board members on the TASB State Selection Committee. Each regional screening committee will submit one nomination to the TASB State Selection Committee.

TASB State Selection Committee. The State Selection Committee is typically composed of members of the TASB Board of Directors appointed by the TASB president to serve on the TASB Member Services Committee. A TASB director may not serve if the superintendent from his or her district is being considered.

Entry documents for the SOTY award program can be downloaded from tasb.org/soty. Questions? Call us at **800.580.8272** or email soty@tasb.org.

Honoring leadership, dedication,
and commitment to public education



Since 1984, the Superintendent of the Year (SOTY) award program has honored outstanding administrators for achievement and excellence in public school administration. These school leaders exhibit exemplary and visionary leadership toward improving student performance. They are chosen for their strong leadership skills, dedication to improving the quality of education in their districts, and commitment to public support and involvement in education.

Eligibility and Nominations

A local school board that is currently an “Active Member” of the Texas Association of School Boards (TASB) may nominate its superintendent. Nominees must meet the following requirements:

- Have served as a superintendent of the district since September 1, 2019 (interim positions do not count)
- Be a member of the Texas Association of School Administrators (TASA)
- Be certified and meet the State Board for Educator Certification continuing professional education requirement
- Be an active superintendent at the time of the txEDCON22 TASA | TASB Convention

Superintendents who receive the top state award cannot be nominated again during the following five-year period. This rule does not apply to superintendents who were named regional winners or state finalists.

Entry Requirements

Recommendation Letter. In a letter of recommendation addressed to the SOTY Selection Committee, the school board president should cite examples of the superintendent’s leadership, while expanding on the following topics:

- Leadership, Management, and School Climate
- School Board-Superintendent Relations
- School Improvement and Instructional Leadership
- Fiscal Management
- School-Community Relations

At the end of the letter, succinctly explain “Why our superintendent should be selected as Superintendent of the Year.”

Nomination Packet. Be sure to include the following:

1. Official Entry Form
2. Student Performance Work Sheet
3. The letter, signed by the board president (no longer than five pages, 12-point Times New Roman, 1.5-line spacing, and 1-inch margins)
4. A basic resume listing current positions and professional organizations (no more than three pages)
5. A resolution indicating the board’s decision to nominate the superintendent (remember to place the resolution on the board meeting agenda early in the process)

A photo of the superintendent also should be attached in .jpg format. (Minimum image size 1,500 x 2,100 pixels (5 inches by 7 inches at 300 dpi); preferred image size 8.5 inches by 11 inches)

No other documentation will be accepted.

Submission. Send nominations to the executive director of the district’s education service center (ESC). The packet documents should be scanned and submitted as a single PDF in the order listed above. The packet and photo must be emailed to the ESC by close of business April 22.

Superintendent of the Year Award Instructions Sheet / 2022

Eligibility and Nominations

A local school board that is currently an “Active Member” of TASB may nominate its superintendent for the award. Nominees must meet the following requirements:

- Have served as a superintendent of the district since September 1, 2019 (interim positions do not count)
- Be a member of the Texas Association of School Administrators (TASA)
- Be certified and meet the State Board for Educator Certification continuing professional education requirement
- Be an active superintendent at the time of the txEDCON2022 TASA | TASB Convention

Superintendents who receive the top state award cannot be nominated again during the following five-year period. This rule does not apply to superintendents who were named regional winners or state finalists.

Entry Requirements

In a letter of recommendation addressed to the SOTY Selection Committee, the school board president should cite examples of the superintendent’s leadership while expanding on the following:

- Leadership, Management, and School Climate
- School Board-Superintendent Relations
- School Improvement and Instructional Leadership
- Fiscal Management
- School-Community Relations

At the end of the letter, explain why your superintendent should be selected as Superintendent of the Year.

Nomination Packet

Be sure to include the following:

1. Official Entry Form
2. Student Performance Work Sheet
3. The letter, signed by the board president (no longer than five pages, 12-point Times New Roman, 1.5-line spacing, and 1-inch margins)
4. A basic resume listing current positions and professional organizations (no more than three pages)
5. A resolution indicating the board’s decision to nominate the superintendent



A photo of the superintendent also should be attached in .jpg format. (Minimum image size 1,500 x 2,100 pixels (5 inches x 7 inches at 300 dpi); preferred image size 8.5 inches x 11 inches)

No other documentation will be accepted.

Note: Board action is required for the resolution. Participating districts should place an item to cover the resolution on the board meeting agenda early in the process.

Submission

Send nominations to the executive director of the district's education service center (ESC). The packet documents should be scanned and submitted as a single PDF in the order listed above. The packet and photo must be emailed to the ESC by close of business Friday, **April 22**.

Complete details and forms are available at **tasb.org/soty**.

Questions? Call us at 800.580.8272 or e-mail soty@tasb.org.



Fabens Independent School District



RESOLUTION

Texas Association of School Boards

Superintendent of the Year

The Fabens Independent School District Board on this date, March 30, 2022, resolve to nominate Dr. Veronica Vijil, Superintendent of Schools, for her exemplary and visionary leadership toward improving student performance in our schools.

Benjamin Morales, Board President

Orlando Flores, Board Vice President

Sylvia Gonzales, Board Secretary

Adan Escobar, Board Member

Rosamaria Gallo-Avitia, Board Member

Viola Hernandez, Board Member

Greg Spence, Board Member

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Discussion of Fabens ISD Board Policies: BBFA – Ethics – Conflict of Interest CH - Purchasing and Acquisition CV – Facilities Construction	Date Requested	03/20/2022
Requested By:		Approximate Time	20 minutes
Division Approval:	N/A	Action Needed:	None
Action Requested:	N/A	Information Only:	Yes
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:	

	Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]
Prohibition Related to Substantial Interest	The District shall not do business with any business entity in which any Board member, or any person related to a Board member within the first or second degree of consanguinity or affinity, has a substantial interest as defined by state law. [See DCE]
Exceptions	<p>The Board may approve an exception to this prohibition if the Board determines that the business entity:</p> <ol style="list-style-type: none">1. After a full competitive solicitation, offers the best value to the District; or2. Is the sole-source provider for a product or service. <p>Any business to be conducted by the District with a business entity under this exception must be approved by the Board, regardless of amount of the transaction. Under no circumstances shall any District administrator be authorized to do business or enter into any contract on behalf of the District with any business under this exception without prior Board approval of the specific transaction.</p> <p>This local prohibition related to substantial interest shall not apply to any business entity with which the District has a continuous and ongoing vendor/purchaser relationship for at least six months prior to the date the Board member involved is elected to the Board. Nevertheless, all Board members shall be subject to the requirements of state law regarding substantial interest. [See BBFA(LEGAL)]</p> <p>[See also CH and CV]</p>

PURCHASING AND ACQUISITION

CH
(LOCAL)

Purchasing Authority	The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services and to exercise the purchase option addressed in a lease-purchase agreement. However, any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.
Exception for Emergency Contracts	<p>In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]</p> <p>The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]</p>
Purchasing Procedures	The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]
Purchasing Method	The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time

PURCHASING AND ACQUISITION

CH
(LOCAL)

shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Prohibition Regarding Substantial Interest

The District shall not do business with any business entity in which any Board member, or any person related to a Board member within the first or second degree of consanguinity or affinity, has a substantial interest as defined by state law. [See DBE]

Exceptions

The Board may approve an exception to this prohibition if the Board determines that the business entity:

1. After a full competitive solicitation, offers the best value to the District; or
2. Is the sole-source provider for a product or service.

Any business to be conducted by the District with a business entity under this exception must be approved by the Board, regardless of the amount of the transaction. Under no circumstances shall any District administrator be authorized to do business or enter into any contract on behalf of the District with any business under this exception without prior Board approval of the specific transaction.

This local prohibition related to substantial interest shall not apply to any business entity with which the District has a continuous and ongoing vendor/purchaser relationship for at least six months prior to the date the Board member involved is elected or appointed to the Board. Nevertheless, all Board members shall be subject to the requirements of state law regarding substantial interest. [See BBFA]

[See also CV]

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy,

PURCHASING AND ACQUISITION

CH
(LOCAL)

and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

FACILITIES CONSTRUCTION

CV
(LOCAL)

**Compliance with
Law**

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

**Construction
Contracts**

Prior to advertising, the Board shall determine the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District. [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above \$50,000, the Superintendent shall also submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

**Prohibition Related
to Substantial
Interest**

The District shall not do business with any business entity in which any Board member, or any person related to a Board member within the first or second degree of consanguinity or affinity, has a substantial interest as defined by state law. [See DCE]

Exceptions

The Board may approve an exception to this prohibition if the Board determines that the business entity:

1. After a full competitive solicitation, offers the best value to the District; or
2. Is the sole-source provider for a product or service.

Any business to be conducted by the District with a business entity under this exception must be approved by the Board, regardless of the amount of the transaction. Under no circumstances shall any District administrator be authorized to do business or enter into any contract on behalf of the District with any business under this exception without prior Board approval of the specific transaction.

This local prohibition related to substantial interest shall not apply to any business entity with which the District has a continuous and ongoing vendor/purchaser relationship for at least six months prior to the date the Board member involved is elected to the Board.

FACILITIES CONSTRUCTION

CV
(LOCAL)

Nevertheless, all Board members shall be subject to the requirements of state law regarding substantial interest. [See BBFA]

[See also CH]

Change Orders

Change orders permitted by law shall be approved by the Board or its designee prior to any changes being made in the approved plans or the actual construction of the facility.

**Project
Administration**

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work.

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Review and Approval of Fabens ISD 2022 – 2023 Academic Calendar	Date Requested	03/30/2022
Requested By:	Ms. Michele Gonzalez Dr. April Galaviz	Approximate Time	15 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the 2022 – 2023 Academic Calendar as presented	Information Only:	No
People Participating In Presentation:	Dr. April Galaviz	Who Has Been Involved:	DIT Committee Staff
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

DRAFT- A

2022-2023 School Calendar Fabens Independent School District



July 2022						
S	M	T	W	T	F	S
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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Instructional Days	Minutes	
1st 9 weeks	43 Days	19,140
2nd 9 weeks	44 Days	19,590
3rd 9 weeks	41 Days	18,240
4th 9 weeks	50 Days	22,290
Total	178 Days	79,260

July	4-8	District Closure
	19	New Teacher Orientation
	20-22	Staff Development
	25	Teacher Work Day
	26	First Day of School
August	10-11	Open House
	12	Early Release
September	5	Labor Day
	30	End 9 Weeks
	26-30	Intervention/Enrichment
October	3-7	No School
	10	Start 9 Weeks
November	11	Staff Development
	21-25	Holiday, Thanksgiving Break
December	16	Early Release Students
	19-30	Holiday, Winter Break
	16	End 9 Weeks
January	2	Holiday, Winter Break
	3	Staff Development
	5	Start 9 Weeks
	16	Martin Luther King Day
February	22-23	Parent/Teacher Conferences
	24	Early Release Students
March	10	End 9 Weeks
	6-10	Intervention/Enrichment
	13-17	Holiday, Spring Break
	20	Start 9 Weeks
	31	Holiday, Cesar Chavez Day
April	7	Holiday, (Weather Day)
	10	Staff Development
May	29	Holiday, Memorial Day
June	1	End 9 Weeks/ Early Release Students
	2	Teacher Work Day

January 2023						
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February 2023						
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March 2023						
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Grading Periods	
July 26- Sept 30	1st 9 weeks
Oct 10-Dec 16	2nd 9 weeks
Jan 4- Mar 3	3rd 9 weeks
Mar 20- June 1	4th 9 weeks

Holiday	Open House/ Parent Teacher Conference
Staff Development	Early Release students
Intervention/enrichment	New Teacher Orientation

Weather day	Grading Period Bc
No School	Grading Period Er
Teacher Workday	

DRAFT- B

2022-2023 School Calendar Fabens Independent School District



July 2022						
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August 2022						
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September 2022						
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October 2022						
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November 2022						
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December 2022						
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July	4-8	District Closure
	22	New Teacher Orientation
	25-28	Staff Development
	29	Teacher Workday
August	1	First Day of School
	10-11	Open House
	12	Early Release
September	5	Labor Day
	29-30	Holiday, Fall Break
October	3-7	Intervention/Enrichment
	10	Staff Development
	11	Start 9 Weeks
November	11	Holiday, Veterans Day
	21-25	Holiday, Thanksgiving Break
December	16	Early Release Students
	16	End of 9 Weeks
	19-30	Holiday, Winter Break
January	2	Holiday, Winter Break
	3	Staff Development
	4	Start 9 Weeks
	16	Martin Luther King Day
February	15-16	Parent/Teacher Conferences
	17	Early Release Students
March	3	End 9 Weeks
	6-10	Intervention/Enrichment
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February 2023						
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March 2023						
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April 2023						
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May 2023						
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June 2023						
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18	19	20	21	22	23	24
25	26	27	28	29	30	

Instructional Days/ Minutes		
1st 9 weeks	42 Days	18,690
2nd 9 weeks	44 Days	19,590
3rd 9 weeks	42 Days	18,690
4th 9 weeks	50 Days	22,290
Total	178 Days	79,260

Grading Periods	
Aug 1-Oct 7	1st 9 weeks
Oct 10-Dec 16	2nd 9 weeks
Jan 4-Mar 3	3rd 9 weeks
Mar 20- June 1	4th 9 weeks

Holiday	Open House/ Parent Teacher Conference
Staff Development	Early Release
Intervention/enrichment	New Teacher Orientation

Weather day	Grading Period B
No School	Grading Period E
Teacher Workday	

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	District of Innovation Review of Plan and Notice to Commissioner of Intent to Renew	Date Requested	03/21/22
Requested By:	M. Gonzalez	Approximate Time	
Division Approval:		Action Needed:	Board approval
Action Requested:	Administration recommends approval to provide notice to Commissioner Morath of the Board of Trustee's intent to renew the Local Innovation Plan with amendments at the April 20,2022 Board Meeting.	Information Only:	
People Participating In Presentation:	M. Gonzalez	Who Has Been Involved:	Local Innovation Committee and Administration
How Will It Benefit the District's Mission/Goals?	Step toward renewal and amendment of Local Innovation Plan	How Will Request Be Financed?	-
		Cost to District:	-



Local Innovation Plan

Fabens ISD

DRAFT March 4, 2022





Fabens ISD Local Innovation Plan Amendment and Renewal Draft 3/4/2022

Fabens ISD Local Innovation Committee (LIC) Membership

1. Michele Gonzalez - Assistant Superintendent - Returning member
2. Dr. Sam Hogue - Secondary Director - Returning Member
3. Julieta Bañuelas - T-Stem Teacher Leader - Returning Member
4. Karen Trautman - Teacher
5. Justin Stone - Teacher
6. Yvonne Munoz - Teacher
7. Martha Martinez - Teacher
8. Benita Chacon - Teacher Assistant
9. Guadalupe Varela - Teacher Assistant
10. Veronica Flores - Literacy Coach
11. Connie Delgado - Facilitator
12. Luis Carlos Estrada - Community Member
13. Edna Barraza - Community Member
14. Veronica Salcido - Community Member
15. Melissa Escobar - Community Member
16. Irais Alcantar - Community Member
17. Julieta Ramirez - Community Member/ Alternate

Teachers were selected by their peers as 2021 Teachers of the Year.
Paraprofessionals are the 2021 Employees of the Year.

A two-thirds committee is sufficient for each meeting. Use of alternates will ensure membership needed as well as equitable campus representation.

INTRODUCTION

The 84th Legislative Session passed House Bill 1842, allowing Texas public school districts to become Districts of Innovation and thus permitting exemptions from certain provisions of the Texas Education Code. To better serve and accommodate the diverse needs of all 21st century stakeholders, including students, staff, parents and community members, Fabens ISD sought to become a District of Innovation in 2017. Fabens ISD continues to review exemptions to amend and renew its plan to meet the changing needs of the district. This distinction allows the district increased local control over district operations to improve the quality of services benefiting all stakeholders.

The Fabens ISD Board of Trustees then appointed the Local Innovation Committee (LIC) to review, revise, and renew its Local Innovation Plan (LIP). The committee included representation from district stakeholders. The plan will be posted on the district's website and a link sent out to all staff and parents to allow for at least 30 days of public review and input before final board approval. Approval of the District Improvement Team (DIT) will precede board approval. Both DIT and Board Meetings will be open to the public and comments will be encouraged.

TERM

Upon final board approval, the Renewed and Amended Fabens ISD Local Innovation Plan (LIP) will be in effect for five years from the date of approval.

COMPREHENSIVE EDUCATION PROGRAM

Vision Statement:

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

Mission Statement:

All students of the District will be prepared to be successful, lifelong, global learners.

Fabens ISD has the following priority goals:

The District will:

- Provide a safe and orderly school climate, conducive to learning.
- Increase student academic achievement while cultivating a growth mindset for all stakeholders.
- Recruit, develop, and retain highly qualified faculty, staff, and support personnel to improve student academic excellence and ensure the postsecondary readiness of all students.
- Build strong partnerships with parents, community, and business members to promote a shared responsibility for student learning.
- Operate in a fiscally sound manner through financial transparency.

Innovative practices:

In an effort to better serve the students of Fabens ISD and to prepare our students for success in college and careers of the future, Fabens ISD has implemented innovative programs that allow students to strengthen their abilities to compete, thrive, and allow them to reach their potential and serve their community. To date, Fabens ISD has the following innovations that will be supported by this plan:

- Dual Credit Opportunities at Fabens High School
- Early College Associates degree opportunities
- T-STEM Academy (Grades 6-12)
- P-TECH Academy (Diesel Technology Program)
- Dual Language Bilingual Program (Grades K-5)
- Positive Behavior Interventions and Supports (PBIS) District and Campus Teams

Fabens High School Dual Credit Classes

In order to promote college readiness and encourage students to continue on to post-secondary education, Fabens ISD provides dual credit classes in which students earn their high school and college credits simultaneously. These classes are offered at Fabens High School. Some dual credit courses are taught by teachers with high school teaching certification as well as college credentials. Others are offered off site at EPPC and UTEP or online taught by college and university professors. The District of Innovation distinction allows Fabens ISD to recruit credentialed professors to teach at Fabens High School in person and expands the dual credit classes offered to students.

Cotton Valley Early College Program

The Cotton Valley Early College Program has been in operation since 2010 through a partnership with El Paso Community College serving as the Institution of Higher Education (IHE) Partner. Through this partnership, students enrolled in Fabens High School's early college program have the opportunity to complete an associate degree through dual credit coursework while they complete high school. In order to operate an early college high school, Fabens High School must receive an annual renewal of the Early College High School Designation through the Texas Education Agency. In order to be considered for ECHS designation, a campus must

demonstrate an effective partnership with an IHE as well as an operational structure and recruiting process which targets students from underrepresented groups to include economically disadvantaged, at-risk, and first generation college students. Through the ECHS scholarship, UTEP offers early college students up to 18 additional college hours towards their bachelor's degree while still enrolled in high school. The college and university partnerships are critical for the success of early college program as students are dual-enrolled. The staff at Fabens High School work diligently to align schedules and calendars with the IHE partners as efficiently as possible to optimize student success. Students who graduate from high school with some college credits are more likely to continue on to obtain a bachelor's degree. The Cotton Valley Early College program is now one on of three designations at Fabens High School.

T-STEM Academy

In July of 2015, Fabens High School was designated a T-STEM Academy, expanding to a 6-12 T-STEM Academy in August of 2016. The T-STEM Academy exposes students to rigorous science, technology, engineering, math, and medicine curriculum. Furthermore, the collaboration and guidance from our T-STEM Advisory Board has opened additional doors that relate to internships, shadowing STEM professionals, and collaborating with other STEM schools and Higher Education Institutes. Students at Fabens ISD will benefit from these experiences as they seek out careers and educational pathways in the areas of STEM.

Pathways in Technology Early College High School (P-TECH)

Pathways in Technology Early College High Schools (P-TECH) are innovative open-enrollment high schools that allow students least likely to attend college an opportunity to receive both a high school diploma and a credential and/or an associate degree. The hallmark of the P-TECH model is its career focus and the provision of work-based education. P-TECH programs: Enroll historically underserved students, targeting at-risk and economically disadvantaged, provide students grade 9 through 12 the opportunity to complete a course of study that combines high school and post-secondary courses, enable students to earn a high school diploma, along with an associate degree, Level 1 or Level 2 certificate, or industry-based certification within six years, offer age-appropriate work-based learning opportunity in every grade level, allow students to gain work experience through an internship, apprenticeship, or other job training program, align to

regional workforce needs, guiding students into high-demand, high-wage careers, and partner with Texas Institutions of Higher Education (IHEs) and regional businesses and industries, giving students access to post-secondary education and workforce training opportunities

The Fabens High School P-TECH program currently provides a pathway for students to obtain a Diesel Mechanic Assistant Certification, Diesel Mechanics Certification, or Associates of Applied Science in Diesel Technology.

Dual Language Program

The district has implemented a 50/50, one way dual language program to help bilingual students in grades kindergarten through fifth grade achieve higher literacy levels in English and Spanish. This replaced the transitional model. Students in this program, which is in every bilingual classroom, learn to read and write in English and Spanish and work through all academic subjects in both languages. Instruction is closely aligned with non-bilingual classes. The purpose of this program is to promote earlier English proficiency, high levels of literacy in English and Spanish, increase success during transition to all-English classes at the secondary levels, and promote college readiness for all students. Literacy in two languages will provide long term career advantages.

Positive Behavior Interventions and Supports (PBIS) District and Campus Teams

Positive Behavioral Interventions and Supports (PBIS) is an evidence-based three-tiered framework for improving and integrating all of the data, systems, and practices affecting student outcomes every day. It is a way to support everyone – especially students with disabilities – to create the kinds of schools where all students are successful (www.esc.net).

All Fabens ISD campuses have PBIS teams to develop, teach, model, and support school wide expectations for behavior and procedures leading to positive campus culture. Campus PBIS teams review campus data to target supports in areas of need and support a positive school climate where expectations are reinforced, and good character traits are rewarded. The district team ensures continuity of practice throughout the district and coordinates training district wide.

STATUTES IN THE TEXAS EDUCATION CODE WHICH INHIBIT THE GOALS OF THIS PLAN:

First Day of Instruction

TEC Sec. 25.0811. FIRST DAY OF INSTRUCTION. (a) Except as provided by this section, a school district may not begin instruction for students for a school year before the fourth Monday in August.

Benefit of Exemption

Fabens ISD actively focuses on students reaching their full potential of academic student success. Currently, Texas Education Code 25.0811 inhibits the flexibility needed when developing the instructional calendars. Freedom from this constraint will allow the district to design a calendar that better supports the innovations currently in place. Local control over the school start date for students will allow the district to balance out the semesters, more closely align the semesters with courses from EPCC and UTEP, provide for sufficient instructional time before state testing and allow sufficient time for summer courses, district offered camps, and summer school.

Balancing instructional days in each semester will ensure students have sufficient instructional time to successfully complete coursework. Furthermore, students who attend classes on site or online with EPCC and UTEP need to complete the school year in time to take advantage of summer courses. Currently, there is an overlap between the end of the school year and the start of summer session courses offered at EPCC and UTEP. Consequently, this affects students taking summer courses, recent graduates who want to start college courses right away and staff members who plan to continue their education in the summer. A well designed and balanced calendar will maximize instructional time and opportunities for higher education. Fabens ISD also provides for summer remediation and enrichment. The instructional calendar will have the flexibility to allow more time for students to benefit from summer school before summer STAAR testing dates, summer enrichment classes, and credit recovery opportunities.

Teacher Certification

TEC Sec. 21.003 CERTIFICATION REQUIRED. (a) A person may not be employed as a teacher, teacher intern or teacher trainee, librarian, educational aide, administrator, educational diagnostician, or school counselor by a school district unless the person holds an appropriate certificate or permit issued as provided by Subchapter B.

TEC Sec. 21.053. PRESENTATION AND RECORDING OF CERTIFICATES. (a) A person who desires to teach in a public school shall present the person's certificate for filing with the employing district before the person's contract with the board of trustees of the district is binding.

Benefits of Exemption

In order to promote college and career readiness, the district seeks to expand dual credit programs, career and technology, and possibly fine arts course offerings and find qualified personnel to fill current and future vacancies in these areas. Exemption from this code would increase the ability of the district to offer dual credit courses on site, without having to rely as heavily on distance learning options. Use of this exemption would be limited to hard-to-fill CTE/STEM, Dual Credit, and Fine Arts positions in grades 6-12. Additionally, this exemption may be used, with superintendent approval, for a teaching position posted for over two months with no qualified and hireable applicants found in any campus with the following limitation: This exemption does not apply to Special Education, Bilingual, and ESL certification areas.

Locally developed criteria will ensure these teachers have the appropriate qualifications in their field of expertise and, in the case of dual credit, college level teaching credentials. Furthermore, detailed job descriptions for hard to fill areas will outline preferred certification and experience based on the needs of the specific discipline. Teachers who do not possess a Texas Teacher Certificate would be hired as full or part time employees with at-will contracts. These teachers will be supported through ongoing quality staff development and evaluated for high quality instruction. Teachers will be required to obtain Texas Teaching Certification within two years of hiring date. That date will only be extended if no certified replacement can be found. This will allow Fabens ISD to remain competitive when recruiting instructors and expand course offerings for students. **This exemption will not change current teacher contracts or displace current employees.**

Attendance for Credit

Exemption

Texas Education Code §25.092

MINIMUM ATTENDANCE FOR CLASS CREDIT OR FINAL GRADE. (a) Except as provided by this section, a student in any grade level from kindergarten through grade 12 may not be given credit or a final grade for a class unless the student is in attendance for at least 90 percent of the days the class is offered.

Texas Education Code §25.083 SCHOOL DAY INTERRUPTIONS. (b) The board of trustees of each school district shall adopt and strictly enforce a policy limiting the removal of students from class for remedial tutoring or test preparation.

Benefits of Exemptions

With these exemptions Fabens ISD will gain flexibility needed to design programs for students demonstrating mastery of content through an innovative system and a more flexible, individualized pace not constrained by attendance rules. In addition, measuring mastery could be expanded to alternative educational methods that require students to demonstrate proficiency of course standards.

Additionally, this would allow the district to design programs for students to make accelerated learning gains needed to mitigate the negative impacts of COVID-19 related to capturing course credit or grade level proficiency for on-track graduation. Guidance will be provided for campuses to design programs for students to regain class credit or get back on track academically. Fabens ISD will establish clear standards for accelerated learning and for student mastery of competencies to award credit. Programs and regulations developed under this exemption will not be permitted not interfere with compulsory attendance laws or negatively impact campus attendance rates.

Local Innovation Committee Members:

Irais Alcatar

Julieta Banuelas

Concepción Delgado

Luis Carlo Estrada

Michele Gonzalez

Israel Martinez

Yvonne Munoz

Veronica Salcido

Karen Trautman

Dr. Veronica Vijil, Superintendent

Edna Barraza

Benita Chacón

Melissa Escobar

Veronica Flores

Dr. Samuel Hogue

Martha Martinez

Julieta Ramirez

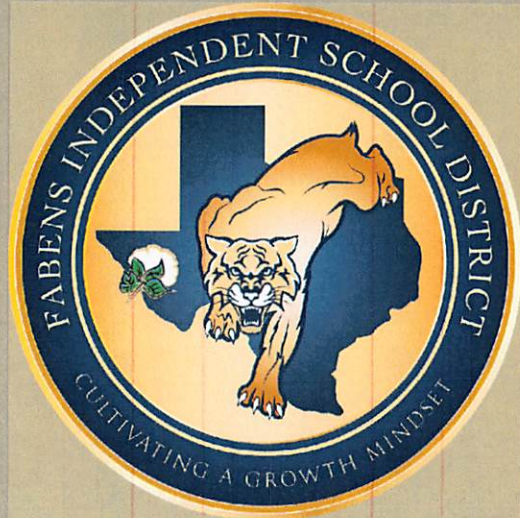
Justin Stone

Guadalupe Varela

FABENS ISD

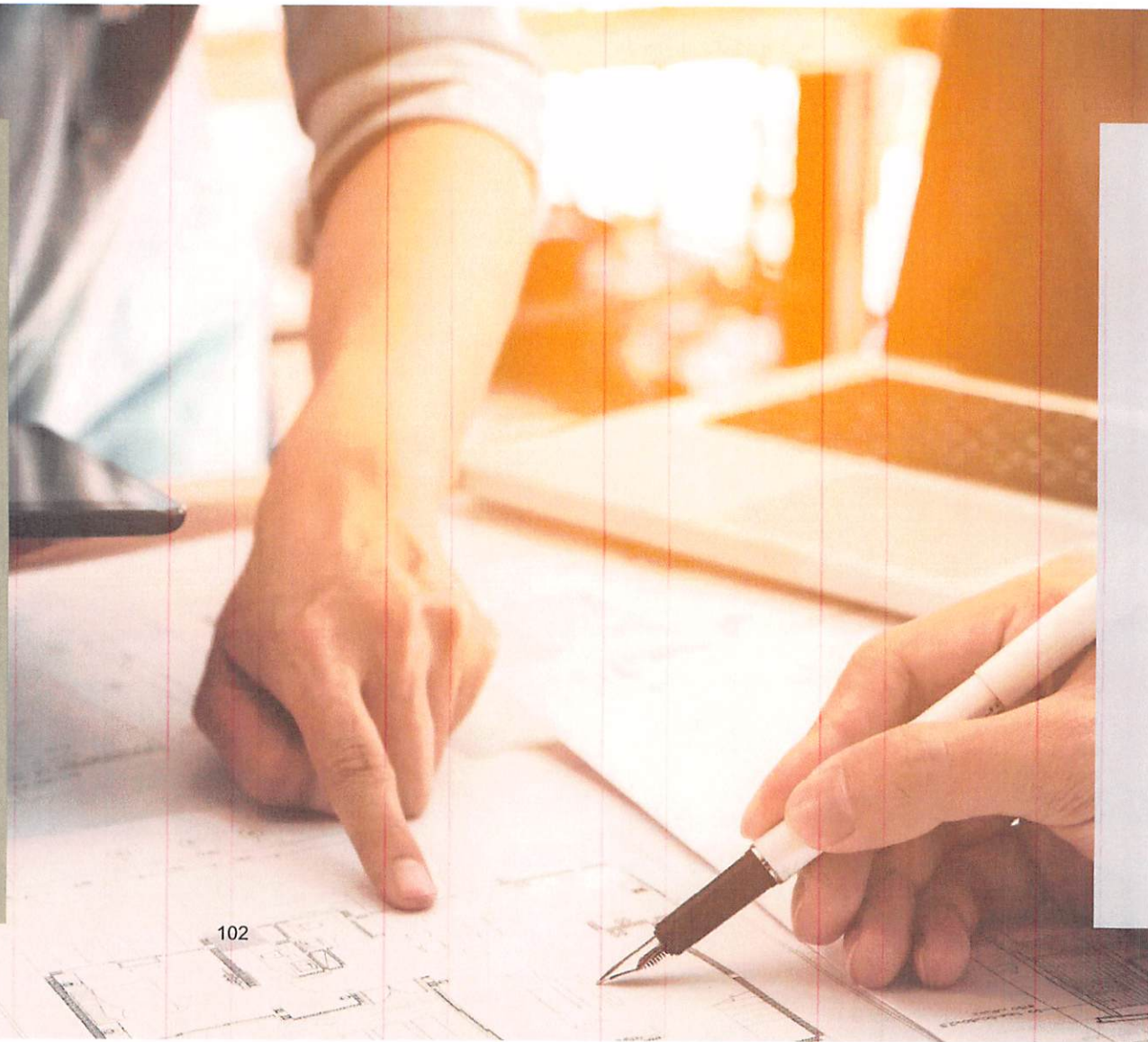
**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Resolution of the Board of Trustees of Fabens ISD Approving to Designate a Portion of the General Operation Fund Balance to the Maintenance 2021 – 2022 Budget	Date Requested	03/23/2022
Requested By:	Dr. Veronica Vijil Mr. Martin Torres Mr. David Ayala	Approximate Time	15 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the Resolution approving to designate a portion of the General Operation Fund balance to the Maintenance 2021 – 2022 budget	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:	



Fabens ISD

Maintenance and Repairs



Planning the Process of Maintenance and Repair



DREAM



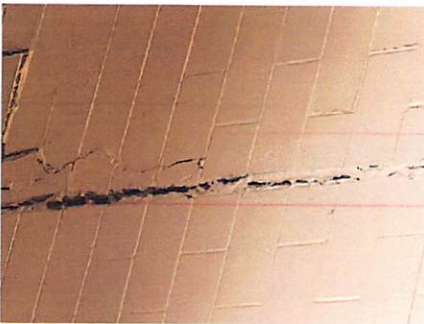
DESIGN/REPAIR



MAINTENANCE



104









Not To Exceed \$750,000

Fund Balance FY-20-21

\$10,734,881

**Function 51 Facilities
Maintenance and Operations**

\$150,000

Function 81 - Costs to Include: Acquisition or purchase of land and/or buildings Remodeling or construction of buildings Major improvement to sites Initial installation or extension of service systems or other equipment Initial capital outlay to equip new facilities Capital outlays under capital leases (this does not include lease payments)

\$600,000



**FABENS ISD
BOARD OF TRUSTEES**

Date: 02/18/2022 Presented By: Presiding Officer
Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

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

Motion Made By: _____

Second By: _____