

Board Book



Fabens ISD

Regular Board Meeting

Wednesday, October 19, 2022

6:30 PM

Regular Meeting
Wednesday, October 19, 2022 6:30 PM

821 NE G Avenue - Central Office Board
Room - Fabens, TX
821 NE G AVENUE, P O BOX 697
FABENS, TX 79838

Agenda

1. **Call to Order, Roll Call, Pledge of Allegiance, Mission and Vision Statements**
2. **Communication and Visitors**
3. **Fabens ISD Superintendent Update**
 - 3.A. District Updates
 - 3.A.1. FHS Special Education Room Remodeling Update
 - 3.A.2. FHS Bathroom Remodeling Update
 - 3.A.3. Disciplinary Alternative Education Program Location Update
 - 3.B. Bragging Rights
 - 3.B.1. Senator Cesar J. Blanco Certificates of Recognition & O'Donnell Intermediate STAAR Recognition
 - 3.B.2. Fabens High School Mariachi Group and Raiz Federal Credit Union Recognition
 - 3.B.3. Proclaiming October 2022 Principals' Month
 - 3.B.4. Fabens High School Band Advancement to Area Recognition
4. **District Employees and Officers**
 - 4.A. 2022 - 2023 New Hires
 - 4.B. Approval of New Fabens Elementary Full Time Employees
 - 4.B.1. Instructional Aide
 - 4.B.2. Bilingual Aide
5. **Consent Agenda**
 - 5.A. Correction to Minutes of the Regular Board Meeting, July 27, 2022
 - 5.B. Minutes of the Tax Rate Meeting, August 17, 2022
 - 5.C. Minutes of the Regular Board Meeting, August 17, 2022
 - 5.D. Minutes of the Regular Board Meeting, September 21, 2022
 - 5.E. Fabens ISD Monthly and Quarterly Financial Reports
 - 5.F. Region 19 Annual School Board Member / Superintendent Training Agreement
 - 5.G. Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Programs Pursuant to Chapter 37 of the Texas Education Code Memorandum of Understanding
 - 5.H. Approval of Fabens ISD 2022 - 2023 Campus Improvement Plans
 - 5.I. Approval of Fabens ISD 2022 - 2023 District Improvement Plan
 - 5.J. Texas Education Agency Maximum Class Size Waiver
 - 5.K. Memorandum of Agreement for the Establishment and Operation of School Referral to Mediation Program Under Grant Award
 - 5.L. Restated and Amended Interlocal Agreement between El Paso Community College District and Fabens Independent School District for the Operation of the Cotton Valley at Fabens High School
 - 5.M. Linebarger Attorneys at Law - Property Value Study

- 5.N. Revised El Paso County Elections Department 2022 Board of Trustees Contract
- 5.O. UTEP / Fabens ISD Upward Bound Agreements
 - 5.O.1. Memorandum of Understanding / Articulation Agreement Fabens Independent School District and The University of Texas at El Paso Upward Bound
 - 5.O.2. Memorandum of Understanding / Articulation Agreement Fabens Independent School District and The University of Texas at El Paso Upward Bound Math Science
- 6. **Student Outcome Goals**
 - 6.A. Beginning of the Year Diagnostic Data Presentation
 - 6.B. Fabens ISD Program Evaluations
 - 6.B.1. Gifted and Talented
 - 6.B.2. Bilingual / ESL
 - 6.C. Approval of Bilingual /ESL Certification Waiver
- 7. **Board of Trustees Business**
 - 7.A. New Mexico Highlands University & Fabens Independent School District College Accessibility Support Initiative
 - 7.B. Solar Panel Application between El Paso Electric Company and the El Paso County Water Control & Improvements District #4 Presentation Update
 - 7.C. Fabens ISD Board of Trustees Board Procedures
 - 7.C.1. Review Board Procedures
 - 7.C.2. Set Workshop Date to Revise / Adopt New Updated Procedures
 - 7.D. Approval of 2022 - 2023 Virtual Homebound Services
 - 7.E. Approval of Early Release Date for Fabens Elementary and O'Donnell Intermediate Students on January 13, 2023 - UIL Hosted at Fabens ISD
 - 7.F. Fabens ISD 2021 - 2022 Rating Based on School Year 2020 - 2021 Financial Integrity Rating System of Texas (FIRST) Report
 - 7.G. Texas Association of School Boards Region 19 Board of Director Vacancy Nomination
 - 7.H. Approval of Tornillo ISD Reunification Agreement
 - 7.I. Approval of Stipend Increase for Homebound Services
 - 7.J. Fabens ISD Federal Funds Expenditures
- 8. **Adjourn**

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

Date: 10/11/2022 Presented By: Board President
Call to Order, Roll Call, Pledge of
Allegiance, Mission and Vision
Subject: Statements Related Page(s) N/A

Action

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

The October 19, 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: 10/11/2022 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

Fabens ISD Superintendent Update Board Agenda Item

TITLE	Fabens ISD Superintendent Update	Date Requested	10/11/2022
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:	Sofia Maciel, Media Specialist	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

UPDATES

FHS Special Education Room Remodeling Update
FHS Bathroom Remodeling Update
Disciplinary Alternative Education Program Location Update

BRAGGING RIGHTS

Senator Cesar Blanco Certificates of Recognition and O'Donnell Intermediate STAAR Recognition
Fabens High School Mariachi Group and Raiz Federal Credit Union Recognition
Proclaiming October 2022 Principals' Month
Fabens High School Band Advancement to Area Recognition

FABENS ISD

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

TITLE	2022 – 2023 New Hires	Date Requested	10/11/2022
Requested By:	Ms. Debbie Betancourt	Approximate Time	10 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	Approval of New Fabens Elementary Full Time Employees 1. Instructional Aide 2. Bilingual Aide	Date Requested	10/11/2022
Requested By:	FES	Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the FES instructional aides positions as presented	Information Only:	No
People Participating In Presentation:	Debbie Betancourt FES Personnel	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	General Fund
		Cost to District:	

**Fabens Independent School District
2022-2023 Elementary Science**



Science Lab Aide Justifications

Science is one of the main focuses to improve when it comes to student achievement.

Science STAAR Scores are not just a 5th Grade concern. Science needs to be taught in all grade levels.

Science Action Plan

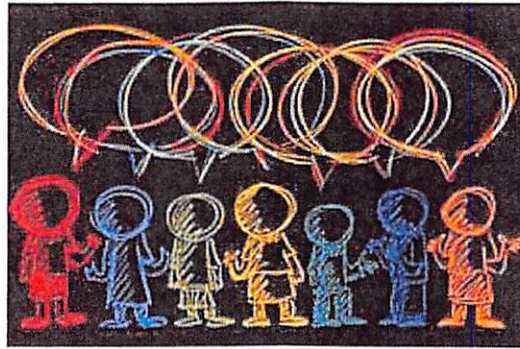
K-3rd Grade: 45 minutes daily with at least 50% of instruction being hands-on.

Research Based Best Practices

- Science must be taught conceptually - from concrete practice to pictorial representation to abstract work
- Real World Connections and Applications
 - Our new Science Instructional Resource *Stemscopes Science* is thought through a 5E model - Engage, Explore, Explain, Elaborate, and Evaluate
 - It has a
 - STEM Connection
 - Literature Connection
 - Math Connection
 - Explore Lessons follow the scientific Investigation Model in every SCOPE
- Communication (students talk, write and draw about science)

1. A Science Lab Aide will facilitate PK-3 Teachers at Fabens Elementary to teach science in a SCIENCE LAB setting.
2. Setting up and cleaning up Hands On Science is very time consuming.
3. A science lab aide would not only set up and tear down the science investigations for teachers but assist them in the direct instruction of science when our children visit the science lab.
4. Allowing our kids to experience science in a hands-on setting to help lead their thinking on to O'Donnell, Fabens Middle School and Fabens High School.

Fabens Independent School District



Bilingual Instructional Aide Request

- Responsible for push-in and pull out support in English Language Arts, Spanish Language Arts and Math - with an emphasis on Spanish Language Arts
- Bilingual education is one of the main focuses in regards to student achievement.
- Certified Bilingual Teachers are harder to find than monolingual teachers; therefore Bilingual students are needing extra support due to class size in some grade levels.
- Some Dual Language students require interventions in two languages.
- Provide academic support tutoring to identified students in English Language Arts, Math and/or Spanish Language Arts
- Develop and use instructional support tools and curriculum effectively
- Use assessment tools for progress monitoring purposes
- Support teachers in documenting children's progress by helping administer Diagnostic Reading Assessment and other benchmark assessments

Ultimately, this position serves the needs of kids and provides teachers support with struggling learners identified through diagnostic testing.

Note - A review of available funding with the finance department indicates this position can be funded and maintained using state bilingual allotment funds.

FABENS ISD

CONSENT AGENDA
Board Agenda Item

TITLE	Consent Agenda	Date Requested	10/12/2022
Requested By:	Dr. Vijil	Approximate Time	5 minutes
Division Approval:		Action Needed :	Yes
Action Requested:	The Administration recommends approval of consent agenda items as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	

	Correction to Minutes of the Regular Board Meeting, July 27, 2022 Minutes attached for your review
	Minutes of the Tax Rate Meeting, August 17, 2022 Minutes attached for your review
	Minutes of the Regular Board Meeting, August 17, 2022 Minutes attached for your review
	Minutes of the Regular Board Meeting, September 21, 2022 Minutes attached for your review
	Fabens ISD Monthly and Quarterly Financial Reports Attached for your review
	Region 19 Annual School Board Member / Superintendent Training Agreement Attached for your review
	Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Programs Memorandum of Understanding Attached for your review
	Approval of Fabens ISD 2022 – 2023 Campus Improvement Plans Separate Packet
	Approval of Fabens ISD 2022 – 2023 District Improvement Plan\ Separate Packet
	Texas Education Agency Maximum Class Size Waiver Attached for your review
	Memorandum of Agreement for the Establishment and Operation of School Referral to Mediation Program under Grant Award Attached for your review
	Restated and Amended Interlocal Agreement between El Paso County Community College District and Fabens Independent School District for the Operation of the Cotton Valley Early College at Fabens High School Attached for your review
	Linebarger Attorneys at Law - Property Value Study Attached for your review
	Revised El Paso County Elections Department 2022 Board of Trustees Contract Attached for your review

UTEP / Fabens ISD Upward Bound Agreements

1. Memorandum of Understanding / Articulation Agreement Fabens ISD and The University of Texas at El Paso Upward Bound

2. Memorandum of Understanding / Articulation Agreement Fabens ISD and The University of Texas at El Paso Upward Bound Math Science

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, July 27, 2022, beginning at 6:33 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
Benjamin Morales Greg Spence

Members Present Virtually: Viola Hernandez – logged on at 6:43 PM

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, Pledge of Allegiance, Mission and Vision
Statements – 6:33 PM**

The meeting was called to order at 6:33 PM by Mr. Benjamin Morales, Board President. All members were present except Ms. Viola Hernandez who joined the meeting virtually. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited.

2. Communication and Visitors – 6:35 PM

Under this portion of the meeting, no one signed up to address the Board.

3. Superintendent's Report – 6:35 – 6:40 PM

A. Bragging Rights

1. Albertsons Nourishing Neighbor Grant - Libertad "Libby" Garcia

This item was postponed for a future meeting; Ms. Libby Garcia was unable to attend.

2. Fabens ISD Teacher Residents

Ms. Michele Gonzalez presented the item and explained to the Board and community how Fabens ISD and UTEP have partnered with UTEP students going into the Education (Teaching) field. Teacher residents are paid by a TCLAS stipend for a year. Fabens Elementary School and O'Donnell Intermediate have one Teacher resident assigned to them with a mentor from that campus. This program allows for the UTEP student to obtain

experience in the classroom and be paid a stipend. Those present were introduced to the Board and community.

4. District Employees and Officers – 6:40 – 7:35 PM

A. Fabens ISD 2022 - 2023 New Hires – 6:40 – 6:48 PM

Under this portion, Ms. Debbie Betancourt, HR Director introduced new 2022 – 2023 staff to the Board and community:

Rachel Pena	Leticia Beltran	Natalie Carrasco
Elizabeth Chavez	Santiago Chavez	Liliana D. Sanchez
Alma P. Marta	Sandra Munoz	Melissa M. Sanchez
Shawn Ray	Michael Salas	Nadia Sandoval
Cassandra Soto	Susan Ortiz	Guadalupe Romero
Louie Alvarado	Jorge Levario	Roberto Garcia
Dr. Luis Luna	Tara Kutzman-Flores	

Board Member, Ms. Viola Hernandez was able to log on virtually at 6:43 PM

B. Discussion and Approval of New Full Time Employee Requests – 6:49 – 7:35 PM

1. Career Technology Education (CTE) Facilitator

2. Human Resources Department Clerk

Dr. April Galaviz presented item B1. She stated the duties/responsibilities associated with the CTE programs and the need for a Facilitator. Dr. Galaviz stated her concerns for the current workload of the teacher/coordinator filling in the responsibilities. The district could bring in additional monies which she says could in the future fund this position. She answered questions from the Board over points brought out for discussion: additional certifications the students could obtain and new programs which could be added.

Ms. Debbie Betancourt, Human Resources Director, provided information regarding the need for a clerk for that department. She stated some of the duties that department is responsible for and the duties that fall under them. The board had questions regarding funding.

During the discussion, Mr. Adan Escobar called the question, seconded by Mr. Greg Spence.

Motion Carried: 7 – 0

After the discussion Mr. Orlando Flores motioned and Ms. Viola Hernandez seconded to approve as presented.

Motion Failed 5 – 2

Voting Against: A. Escobar, R. Gallo-Avitia, S. Gonzales, G. Spence and B. Morales

5. Consent Agenda – 7:35 PM

- A. Minutes of the Regular Board Meeting, June 15, 2022**
- B. Fabens ISD Monthly and Quarterly Financial Reports**
- C. El Paso Community College Affiliation Agreement - Health Career and Technical Education, Math, Science and Nursing Divisions**
- D. Fabens ISD 2022 - 2023 Student Code of Conduct and Student Handbook**
- E. Fabens ISD 2022 - 2023 Employee Handbook**
- F. 2022 - 2023 Texas Teacher Evaluation and Support System (T-TESS) Appraisers**
- G. 2022 - 2023 Texas Teachers Evaluation and Support System (T-TESS) Calendar**

Dr. Vijil read the list of consent agenda items; Mr. Orlando Flores motioned and Ms. Rosamaria Gallo-Avitia seconded to approve as presented.

Motioned Carried: 7 – 0

6. Student Outcome Goals – 7:35 – 8:12 PM

A. Student Outcome Goals 1 and 2: 3rd Grade STAAR – 7:35 – 7:45 PM

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and reviewed the information sent to the Board in their packets. This month she covered Student Outcome Goals 1 and 2; 3rd Grade STAAR. After the presentation, Ms. Gonzalez answered questions from the Board.

B. Preliminary STAAR / EOC Update – 7:46 – 8:07

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and reviewed the information sent to the Board in their packets regarding the preliminary STAAR / EOC district results. After the presentation, Ms. Gonzalez answered questions from the Board.

C. Constraint Progress Measure 3.1 and 3.2 Presentation

- 1. 3.1 - The general budget will reflect a proportionate amount allocated per campus based on student enrollment from August 2020 to August 2024**

Mr. Martin Torres, Chief Business Officer, read constraint progress measure 3.1 and stated that yes; the district campus budgets are proportionate to the campus student enrollment.

- 2. 3.2 - The number of K -2 students invited to intervention and enrichment through scheduled intercession week will increase from 0% in October 2019 to 100% in October 2024**

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and provided percentages for the 2021 Fall Intercession and the Spring 2022 intercession.

7. Board of Trustees Business – 8:12 – 8:43 PM

A. Selection of Texas Association of School Boards (TASB) Delegate and Alternate for TASB's Delegate Assembly – 8:12 – 8:14 PM

Board President, Mr. Ben Morales, opened the item and read the information provided to them.

Ms. Viola Hernandez motioned and Mr. Greg Spence seconded to keep our TASB Delegate and Alternate as selected in 2021. Ms. Rosamaria Gallo-Avitia declined the nomination and Mr. Greg Spence amended the motion selecting Mr. Adan Escobar as the Delegate.

Motion Carried: 7 – 0

Mr. Orlando Flores motioned and Mr. Greg Spence seconded in naming Ms. Sylvia Gonzales as Alternate.

Motion Carried: 7- 0

CORRECTION: Voting above correct – Title selections are:
DELEGATE – Sylvia Gonzales
ALTERNATE – Adan Escobar

B. Fabens ISD Board of Trustees November 8, 2022, Election – 8:18

1. Approval of Board of Trustees Election Contract with El Paso County Elections Department

2. Approval of Fabens ISD Order of Election

3. 2022 Board of Trustees Continuing Education Credit Hours

Mr. Ben Morales announced the item; Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzales seconded to approve the El Paso County Elections Department contract and Fabens ISD Order of Election.

Motion Carried: 7 – 0

Mr. Ben Morales read the current standing of continuing credit hours for the Fabens ISD Board Members.

Attached to the minutes

C. First Reading of Texas Association of School Boards Policy Manual Update 119 Affecting Local Policies: - 8:18 – 8:19 PM

1. CPC - Office Management - Records Management

2. DMA - Professional Development - Required Staff Development

3. EHAA - Basic Instructional Program - Required Instruction (All Levels)

4. EHB - Curriculum Design - Special Programs

- 5. EHBA - Special Education - Identification Evaluation, and Eligibility**
- 6. EHBB - Special Programs - Gifted and Talented Students**
- 7. EIF - Academic Achievement - Graduation**
- 8. FFBA - Crisis Intervention - Trauma -Informed Care**
- 9. FFH - Student Welfare - Freedom from Discrimination, Harassment and Retaliation**

Ms. Debbie Betancourt opened the item and announced that TASB Policy Services along with our policy consultant have prepared Update 119. Included in their packet was the policy comparison information for local policies affected by the update. This was the first reading of the update and no action was required.

D. Discussion and Approval of Renaissance Purchase over \$50,000 – 8:18PM

Ms. Michele Gonzalez, Asst. Superintendent, opened the item and stated that the quote received and sent to the Board had been revised by Renaissance by providing a discount to the District. The new lower cost to the District is \$81,997.00.

Mr. Orlando Flores motioned and Mr. Adan Escobar seconded to approve as presented with the new lower cost of \$81,997.00

Motion Carried: 7 – 0

E. Texas COVID Acceleration Supports (TCLAS) Update – 8:20 – 8:28 PM

Dr. April Galaviz, Federal Programs Director, updated the board on the Texas COVID Learning Acceleration Support funding by providing a Power Point presentation with the required information.

F. Fabens ISD Federal Grant Public Notice – 8:29 – 8:37 PM

- 1. Every Student Succeeds Act (ESSA) Consolidated Grant**
- 2. Special Education Consolidated Grant**

As required by the grants, Dr. April Galaviz, Federal Programs Director, presented updated grant information.

G. Discussion and Approval of 2022 - 2023 Proposed Tax Rate for Public Hearing – 8:37 – 8:39 PM

Mr. Martin Torres, Chief Business Officer, opened the item and informed the Board that the District needed to publish the proposed tax rate for the public meeting. Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to publish Maintenance and Operations at 1.0054, Interest and Sinking at .33211 for a total of \$1.33751 as the proposed tax rate for 2022 – 2023.

Motion Carried: 7 – 0

H. Discussion and Approval of Date for Public Hearing on 2022 - 2023 Proposed Tax Rate – 8:39 – 8:41 PM

Mr. Torres opened the item and requested August 17, 2022 at 6:00 PM as the date and time for the public hearing on the proposed tax rate.

Motion Carried: 7 – 0

I. Discussion and Possible Action Regarding Proposed Settlement of El Paso Electric Company Application to Change Rates, Public Utility Commission Docket No. 52195, State Office of Administrative Hearings Docket No. 473-21-2606

Dr. Vijil opened the item and Ms. Rosamaria Gallo-Avitia motioned and Ms. Sylvia Gonzales seconded to authorize legal counsel to execute the joint motion to implement uncontested stipulation and agreement and the stipulation agreement on behalf of Fabens ISD in the application of El Paso Electric Company to change rates, Public Utility Commission Docket No. 52195, State Office of Administrative Hearings Docket No. 473-21-2606 and further to authorize legal counsel to take all steps necessary to effectuate same

Motion Carried: 7 – 0

8. Adjourn

There being no further business, Ms. Sylvia Gonzales motioned and Mr. Rosamaria Gallo-Avitia seconded to adjourn at 8:44 PM.

Motion Carried: 7 - 0

**Minutes of Tax Rate Meeting
The Board of Trustees
Fabens ISD**

A Budget / Compensation / Tax Rate Meeting of the Board of Trustees of Fabens ISD was held Wednesday, August 17, 2022 beginning at 6:00 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present:	Adan Escobar	Rosamaria Gallo-Avitia
	Viola Hernandez	Greg Spence

Members Present Virtually: Orlando Flores

Members Absent:	Sylvia Gonzales	Benjamin Morales
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Administrators Present:	Dr. Veronica Vijil	Ms. Michele Gonzalez
	Mr. Martin Torres	Mr. Michael Perez

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance – 6:03 PM

The meeting was called to order at 6:03 PM by Mr. Orlando Flores, Board Vice President. All members were present except Mr. Benjamin Morales and Ms. Sylvia Gonzales. Mr. Orlando Flores joined the meeting virtually. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited.

2. Public Meeting to Discuss 2022 - 2023 Proposed Budget, Compensation and Tax Rate – 6:04

Mr. Martin Torres, Chief Business Officer, presented the tax rate information during this meeting. The budget and compensation plans would be presented during the regular meeting at 6:30 PM.

Mr. Torres announced that the 2022 – 2023 tax rate for the district was:

Maintenance and Operation - \$1.0054

Interest and Sinking - \$0.33211

for a total of \$1.33751

3. Adjourn

There being no further business, Mr. Greg Spence motioned and Ms. Rosamaria Gallo-Avitia seconded to adjourn at 6:12 PM.

Motion Carried: 5 - 0

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The Board of Trustees
Fabens ISD**

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

Members Present Virtually: Orlando Flores

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 – 6:30 PM

The meeting was called to order at 6:30 PM by Mr. Benjamin Morales, Board President. All members were present except Mr. Orlando Flores who joined the meeting virtually. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited.

2. Communication and Visitors – 6:31 PM

Under this portion of the meeting, no one signed up to address the Board.

3. Fabens ISD Bragging Rights – 6:32 – 6:34 PM

A. Fabens Elementary School Employee - Libertad "Libby" Garcia

Ms. Sofia Maciel, Media Specialist, presented that Ms. Libby Garcia received the Albertsons Nourishing Neighbor Food Grant which she would again use to purchase snacks for the PreKinder students in the district.

B. Back to School Welcome Highlights

Ms. Maciel highlighted events from our new school year, to include Open House which occurred August 10th and 11th. On Friday, August 12, 2022, FHS in order to boost attendance had a staff vs. students volleyball game.

4. Consent Agenda – 6:34 – 6:36 PM

A. Minutes of the Budget Workshop Meeting, July 27, 2022

B. Minutes of the Regular Board Meeting, July 27, 2022

C. Fabens ISD Monthly Financial Reports
D. Resolution Adopting a List of Qualified Brokers that are Qualified to Engage in Investment Transaction with Fabens ISD
E. Resolution of the Fabens ISD Board of Trustees Regarding Review of the Investment Program
F. 2022 - 2023 Grow Your Own Partnership UTEP - Fabens ISD - El Paso Community Foundation Scholarship Agreement
G. ESC 19 & Fabens ISD Memorandum of Understanding Reading Academies Local Implementation
H. Memorandum of Understanding and Collaboration Between The University of Texas at El Paso and Fabens Independent School District
Dr. Veronica Vijil read the list of items on the Consent Agenda portion, Mr. Greg Spence motioned, and Ms. Viola Hernandez seconded to approve as presented.

Motion Carried: 6 – 1
Voting Against: S. Gonzales

5. District Employees and Officers – 6:37 – 6:42 PM

A. Fabens ISD 2022 - 2023 New Hires – 6:37 – 6:38 PM

Ms. Debbie Betancourt, Human Resources Director, introduced our new Fabens Middle School Principal, Ms. Monica Lyons. Ms. Lyons addressed the board and community and thanked them for the opportunity.

B. Approval of New Full Time Special Education Aide – 6:38 – 6:42 PM

Ms. Debbie Betancourt, HR Director, presented the item along with Ms. Roseanne Armendariz, Special Education Director. The increase in early childhood special education students requires the addition of a new full time aide. Mr. Torres did state that the district had budgeted the salary for the position. Ms. Roseanne Armendariz answered questions over staffing for the department.

After the discussion, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avila seconded to approve the hiring of a special education ECSE paraprofessional.

Motion Carried: 7 – 0

6. Student Outcome Goals – 6:42 – 6:50 PM

A. College, Career, Military Readiness (CCMR) Results

Dr. Samuel Hogue, Director of Secondary Instruction presented a power point presentation providing the Board and community the 2021 CCMR results.

7. Board of Trustees Business – 6:50 – 8:27 PM

A. Fabens ISD Insurance Interlocal Agreements – 6:50 – 6:53 PM

- 1. Deep East Texas Self Insurance Fund**
- 2. Political Subdivision Alliance of Texas**

Mr. Torres opened the item and introduced Mr. Phillip Briscoe who explained the reason for the district entering into these interlocal agreements. Entering the agreements provides a savings to the district, providing lower premiums for our insurance coverages. After the discussion, Mr. Greg Spence motioned, and Ms. Sylvia Gonzales seconded to approve the interlocal agreements as presented.

Moton Carried: 7 – 0

B. Approval of 2022 - 2023 Fabens ISD Property, General Liability, Automobile, Crime, Cyber Liability, Educators Legal Liability and Worker's Compensation – 6:50 – 6:58 PM

Mr. Torres, CBO, introduced Mr. Phillip Briscoe who reviewed the information sent to the members regarding the insurance coverages and new lower premiums for 2022 – 2023. Ms. Rosamaria Gallo-Avitia motioned, and Ms. Sylvia Gonzales seconded to approve the 2022 – 2023 Fabens ISD Liability, Worker's compensation, student accident, errors and omission, property / equipment, casualty and cyber suite liability renewals.

Moton Carried: 7 – 0

C. Approval of Fabens ISD 2021 - 2022 Budget Amendments – 6:58 – 7:00 PM

Mr. Torres presented the item and explained that the 2021 – 2022 amendments presented to the members were necessary to balance the budget.

Mr. Greg Spence motioned, and Mr. Orlando Flores seconded to approve the 2021 – 2022 budget amendments as presented.

Motion Carried: 7 – 0

D. Discussion of Five (5) Days COVID Paid Sick Days for the 2022 -2023 School Year – 7:00 – 7:13 PM

Mr. Torres opened the item for discussion and reviewed the information sent to the members in their packets. He stated that the information sent to them involving cost was based on every employee using the 5-day COVID leave. Without knowing how many employees would actually need the days he must budget for all employees. Without him budgeting the amount listed he did state that he would need to table the budget and compensation items to work on finding the monies needed.

E. Approval of Fabens ISD 2022 - 2023 Tax Rate – 7:13 – 7:14 PM

Mr. Torres opened the item: Mr. Greg Spence motioned and Mr. Adan Escobar seconded to approve the tax rate presented at the public meeting at:

Maintenance and Operation - \$1.0054
Interest and Sinking - \$0.33211
for a total of \$1.33751

Motion Carried: 7 - 0

F. Discussion and Possible Approval of Fabens ISD 2022 - 2023 - Budget / Compensation Plan – 7:14 – 7:23 PM

Mr. Martin Torres, CBO, opened the item and reviewed the information sent to the Board members in their packets. He reviewed the 2022 – 2023 budget, compensation plan with the 4% teacher salary pay scale increase, 3% pay increases from midpoint, free life insurance to full time employees, TRS health insurance highlights, substitute pay scale, the new proposed hourly pay scale and retention stipend. After the discussion, Ms. Viola Hernandez motioned and Ms. Sylvia Gonzales seconded to approve the budget and compensation plan as presented.

Motion Carried: 7- 0

G. Set Date for Possible Special Board Meeting – 7:23 PM

Mr. Torres announced that this item would not be needed.

H. Approve Resolution of the Board of Trustees Regarding Hazardous Traffic Conditions for Students Who Do Not Meet the Two (2) Mile Required Distance for Current Transportation Routes 7:23 – 7:31 PM

Mr. David Ayala, Director of Operations and Mr. Raul Ugarte, Transportation Supervisor, presented the item. Mr. Ayala did state that this resolution is for current bus routes and would not create any new ones. He explained that TEA uses a point system to evaluate an area for hazardous conditions. Fabens ISD was presenting routes for O'Donnell Intermediate, FMS and FHS for students living in the Metalicos Community, El Conquistador Community and the Mesa Community. Ms. Gonzales did ask why the FES had no routes listed. Mr. Ugarte did state that the FES does qualify for their students to be bussed to school. That campus is beyond the 2-mile minimum distance from those communities listed. After the presentation, Ms. Rosamaria Gallo-Avitia motioned, and Ms. Sylvia Gonzales seconded to approve the resolution regarding hazardous traffic conditions for students who do not meet the two mile required distance for current transportation routes as presented.

Motion Carried: 7 – 0

I. Approval of Texas Association of School Board (TASB) Board Policy Update 119 Affecting Local Policies: - 7:39 – 7:40 PM

- 1. CPC - Office Management - Records Management**
- 2. DMA - Professional Development - Required Staff Development**
- 3. EHAA - Basic Instructional Program - Required Instruction (All Levels)**
- 4. EHB - Curriculum Design - Special Programs**

- 5. EHBA - Special Education - Identification, Evaluation, and Eligibility**
- 6. EHBB - Special Programs - Gifted and Talented Students**
- 7. EIF - Academic Achievement - Graduation**
- 8. FFBA - Crisis Intervention - Trauma - Informed Care**
- 9. FFH - Student Welfare - Freedom from Discrimination, Harassment and Retaliation**

Ms. Debbie Betancourt, HR Director, opened the item and announced that this month the Board had received the explanatory notes for the local policies affected by Update 119. She asked if after last month's first reading and this month's information provided if anyone had questions. After her presentation, Mr. Orlando Flores motioned and Mr. Adan Escobar seconded to add, revise or delete local policies as recommended by TASB Policy Service and according to the instruction sheet for TASB Localized Policy Manual Update 119.

Motion Carried: 7 – 0

J. Elementary Secondary School Emergency Relief (ESSER) III Update – 7:40 – 7:47 PM

Dr. April Galaviz, Director of Federal Programs, presented the informational item as required by the Texas Education Agency. She did state that projects established by the ESSER III funds were still ongoing. She answered questions from the Board.

K. Discussion and Approval of Notice of Intent to Change the Fiscal Year Start Date for Year 2023 – 2024 – 7:47 – 7:51 PM

Mr. Martin Torres, CBO, opened the item and explained the benefits of changing the fiscal year to align with the budget year. He explained the process and stated that it is a lengthy process but it would be beneficial to the district. He did state challenges but again the alignment of both fiscal and budget years would make for better district operations.

After the item Mr. Greg Spence motioned and Ms. Viola Hernandez seconded to approve the giving notice of intent to change fiscal year start date for the 2023 – 2024 school year to TEA.

Motion Carried: 7 - 0

L. Request Report Regarding Number of Teacher Aides by Campus Based on Student Enrollment – 7:51 – 8:04 PM

Board Member, Ms. Rosamaria Gallo-Avitia, requested the information regarding the number of teacher aides by campus student enrollment.

M. Language of Decorum for Administrators in Public Forum – 8:05 – 8:27 PM

Mr. Benjamin Morales opened the item and stated that per TX. Gov't. Code 551.074 and 551.075 the item would be taken into Executive Session at 8:05 PM.

The item reconvened at 8:27 PM
No action taken

8. Adjourn – 8:28

There being no further business, Ms. Viola Hernandez motioned and Ms. Sylvia Gonzalez seconded to adjourn at 8:28 PM.

Motion carried: 7 - 0

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

A Regular Meeting of the Board of Trustees of Fabens ISD was scheduled for Wednesday, September 21, 2022, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Orlando Flores Rosamaria Gallo-Avitia
Greg Spence

Member Scheduled to attend Virtually: Viola Hernandez

Members Absent: Adan Escobar Sylvia Gonzales
Ben Morales

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

No Quorum - No Meeting

1. Call to Order, Roll Call, Pledge of Allegiance, Mission and Vision Statements
2. Communication and Visitors
3. Fabens ISD Superintendent Update
 - A. District Updates
 1. FHS Special Education Room Remodeling Update
 2. FHS Bathroom Remodeling Update
 3. Disciplinary Alternative Education Program Location Update
 - B. Bragging Rights
 1. Senator Cesar J. Blanco Certificates of Recognition
4. District Employees and Officers
 - A. 2022 - 2023 New Hires
 - B. Approval of New Full Time Employee - Fabens Elementary Instructional Aide
5. Consent Agenda
 - A. Minutes of the Tax Rate Meeting, August 17, 2022
 - B. Minutes of the Regular Board Meeting, August 17, 2022

- C. Correction to Minutes of the Regular Board Meeting, July 27, 2022
- D. Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Programs Pursuant to Chapter 37 of the Texas Education Code Memorandum of Understanding
- E. Approval of Fabens ISD 2022 - 2023 Campus Improvement Plans
- F. Approval of Fabens ISD 2022 - 2023 District Improvement Plans
- G. Fabens ISD Monthly Financial Reports
- H. Texas Education Agency Maximum Class Size Waiver
- I. Memorandum of Agreement for the Establishment and Operation of School Referral to Mediation Program Under Grant Award
- J. Restated and Amended Interlocal Agreement between El Paso Community College District and Fabens Independent School District for the Operation of the Cotton Valley at Fabens High School
- 6. Student Outcome Goals
 - A. Beginning of the Year Diagnostic Data Presentation
- 7. Board of Trustees Business
 - A. New Mexico Highlands University & Fabens Independent School District College Accessibility Support Initiative
 - B. Fabens ISD Board of Trustees Board Procedures
 - 1. Review Board Procedures
 - 2. Set Workshop Date to Revise / Adopt New Updated Procedures
 - C. Approval of 2022 - 2023 Virtual Homebound Services
 - D. Approval of Early Release Date for Fabens Elementary and O'Donnell Intermediate Students on January 13, 2023 - UIL Hosted at Fabens ISD
 - E. Approval of Stipend Increase for Homebound Services
- 8. Adjourn

**INVESTMENT REPORT
AUGUST 2022**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$8,004,407	\$15,045	2.15%
Interest & Sinking Fund	\$1,961	\$202	2.15%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$12,024	\$25	2.43%
Total Lone Star Investment Pool	\$8,018,391	\$15,272	
 WestStar Bank			
General Operating Account	\$1,325,913	\$97	0.10%
Activity Account	\$109,377	\$9	0.10%
Robert F Cook - Savings	\$2,089	\$0	0.10%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$17,378	\$1	0.05%
Total WestStar Bank	\$1,459,622	\$107	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,047	\$0	
Total Wells Fargo Advisors	\$6,047	\$0	
 Total Monthly Interest Earned	\$15,379		
Total Interest Year to Date 2021-2022	\$44,590		
 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 August 31, 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

AUGUST 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$1,412	\$10,705	-\$9,293	758.16%
Local Revenue-Catering & Sale Meals	\$28,588	\$34,872	-\$6,284	121.98%
State Matching Revenue	\$8,500	\$5,725	\$2,775	67.36%
Federal Revenue-Breakfast	\$238,174	\$405,296	-\$167,122	170.17%
Federal Revenue-Lunch	\$954,985	\$1,061,303	-\$106,318	111.13%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Rev-Other TEA-FF&V/P-Ebt/Supp/IS	\$45,616	\$142,462	-\$96,846	312.31%
TOTAL REVENUE	\$1,350,345	\$1,660,364	-\$310,019	122.96%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,350,345	\$1,371,305	-\$20,960	101.55%
TOTAL EXPENDITURE	\$1,350,345	\$1,371,305	-\$20,960	101.55%

TAX COLLECTIONS REPORT

AUGUST 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	104,120	30,250	134,370
April	37,558	10,492	48,050
May	38,217	10,904	49,121
June	26,323	7,076	33,398
July	23,553	6,672	30,225
August	14,872	4,305	19,177
Due to/from			
Year To Date	2,336,879	683,795	3,020,674
Tax Rates	1.0295000% +	0.3030900% =	1.3325900%

GENERAL OPERATING FUND EXPENDITURES
REPORT BY FUNCTION- FUND 199

AUGUST 2022

	BUDGET	COMMITTED	BALANCE	PERCENT COMMITTED
FUNCTION 11	\$12,950,000	\$10,129,204	\$2,820,796	78.22%
Instruction				
FUNCTION 12	\$295,250	\$151,553	\$143,697	51.33%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$215,000	\$155,006	\$59,994	72.10%
Curriculum and Staff Development				
FUNCTION 21	\$504,000	\$430,625	\$73,375	85.44%
Instructional Leadership				
FUNCTION 23	\$1,400,000	\$1,119,404	\$280,596	79.96%
School Leadership				
FUNCTION 31	\$890,000	\$697,329	\$192,671	78.35%
Counseling Guidance Services				
FUNCTION 32	\$32,000	\$2,068	\$29,932	6.46%
Social Work Services				
FUNCTION 33	\$315,000	\$285,455	\$29,545	90.62%
Health Services				
FUNCTION 34	\$665,752	\$622,499	\$43,253	93.50%
Transportation				
FUNCTION 99	\$45,000	\$41,571	\$3,429	92.38%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$23,516,297	\$19,089,364	\$4,426,933	81.18%

FUNCTION 35	\$0	\$0	\$0	
Food Service				
FUNCTION 36	\$827,199	\$715,390	\$111,809	86.48%
Co-Curricular Athletics				
FUNCTION 41	\$1,194,036	\$1,046,478	\$147,558	87.64%
General Administration				
FUNCTION 51	\$2,828,664	\$2,827,355	\$1,309	99.95%
Plant Maintenance and Operation				
FUNCTION 52	\$299,567	\$247,604	\$51,963	82.65%
Security/Monitoring Services				
FUNCTION 53	\$313,809	\$295,020	\$18,789	94.01%
Data Processing				
FUNCTION 61	\$41,020	\$23,036	\$17,984	56.16%
Community Services				
FUNCTION 81	\$700,000	\$299,767	\$400,233	42.82%
Facilities Acquisition and Construction				
FUNCTION 99	\$45,000	\$41,571	\$3,429	92.38%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$23,516,297	\$19,089,364	\$4,426,933	81.18%

**GENERAL FUND REVENUE
FUND 199**

AUGUST 2022

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,080,597	\$2,336,879	-\$256,282	112.32%
Local Revenue-Interest	\$72,190	\$43,433	\$28,757	60.16%
Local Revenue-Miscellaneous	\$135,213	\$891,850	-\$756,637	659.59%
LOCAL TOTAL	\$2,288,000	\$3,272,162	-\$984,162	143.01%
State Revenue TEA	\$18,065,347	\$18,495,865	-\$430,518	102.38%
State Funding - HB1	\$687,950	\$992,765	-\$304,815	144.31%
On Behalf Payment	\$1,340,000	\$254,889	\$1,085,111	19.02%
Federal Programs Indirect Costs	\$296,303	\$526,184	-\$229,881	177.58%
ROTC	\$88,697	\$46,305	\$42,392	52.21%
STATE TOTAL	\$20,478,297	\$20,316,007	\$162,290	99.21%
TOTAL REVENUE	\$22,766,297	\$23,588,170	-\$821,873	103.61%

DEBT SERVICE FUND
FUND 599

AUGUST 2022

	<u>ESTIMATED</u> <u>REVENUE</u>	<u>ACTUAL</u> <u>RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT</u> <u>COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$683,795	-\$90,359	115.23%
Local Revenue-Interest	\$9,500	\$1,086	\$8,414	11.43%
State Revenue	\$1,562,000	\$1,222,297	\$339,703	78.25%
Transfer In	\$0	\$68,995	-\$68,995	
TOTAL REVENUE	\$2,164,936	\$1,976,173	\$188,763	91.28%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT</u> <u>EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,164,936	\$2,233,412	-\$68,476	103.16%
TOTAL EXPENDITURE	\$2,164,936	\$2,233,412	-\$68,476	103.16%

Check Activity Report					
Bank Account - WestStar Bank(4178696)					
Start Date - 08-01-2022 End Date - 08-31-2022				Print Date: 09/15/2022 11:09 a	
Issued Checks					
Check Number	Payee		Check Date	Payment Type	Amount
51444	ATPE		08/05/2022	Paper Check	\$456.50
51445	American Heritage Life		08/05/2022	Paper Check	\$25.82
51446	American Refrigeration Supplies		08/05/2022	Paper Check	\$206.17
51447	Autozone		08/05/2022	Paper Check	\$372.63
51448	BSN LLC		08/05/2022	Paper Check	\$2,889.94
51449	Cammaron Trujillo		08/05/2022	Paper Check	\$500.00
51450	Carnegie Learning Inc		08/05/2022	Paper Check	\$7,200.00
51451	Carolina Biological Supply Co		08/05/2022	Paper Check	\$1,162.80
51452	Cdw Government, Inc		08/05/2022	Paper Check	\$3,500.00
51453	Ced Credit Office		08/05/2022	Paper Check	\$105.76
51454	Charter Communications Holdings LLC		08/05/2022	Paper Check	\$1,224.48
51455	Communities In Schools of El Paso, Inc.		08/05/2022	Paper Check	\$10,000.00
51456	Dell Computer		08/05/2022	Paper Check	\$1,915.10
51457	Dunn Edwards Corporation		08/05/2022	Paper Check	\$429.69
51458	EP TECHWORKS LLC		08/05/2022	Paper Check	\$650.00
51459	Ean Holdings, Llc DbA Enterprise Rent-A-Car		08/05/2022	Paper Check	\$1,140.09
51460	Eco-Worx, Inc.		08/05/2022	Paper Check	\$9,450.00
51461	El Paso County Water Dist #4		08/05/2022	Paper Check	\$16,684.77
51462	Far West Services, Inc.		08/05/2022	Paper Check	\$80.00
51463	Ferguson Enterprises LLC		08/05/2022	Paper Check	\$37,603.96
51464	Fernando Martinez		08/05/2022	Paper Check	\$1,800.00
51465	First Financial Administrators		08/05/2022	Paper Check	\$64,065.70
51466	Flinn Scientific		08/05/2022	Paper Check	\$450.00
51467	GH Dairy		08/05/2022	Paper Check	\$2,150.10
51468	Hercules Industries, Inc.		08/05/2022	Paper Check	\$81.25
51469	Herff Jones, Inc.		08/05/2022	Paper Check	\$887.75
51470	Houghton Mifflin Harcourt Publishing Company		08/05/2022	Paper Check	\$2,800.00
51471	Johnstone Supply of El Paso		08/05/2022	Paper Check	\$1,955.42
51472	MCI		08/05/2022	Paper Check	\$31.62
51473	Matrix Special Systems		08/05/2022	Paper Check	\$1,302.00
51474	Met Life Insurance Company		08/05/2022	Paper Check	\$116.96
51475	Molina Brother's Seal Coating and Paving		08/05/2022	Paper Check	\$46,400.00
51476	N.I.N.E.		08/05/2022	Paper Check	\$532.40
51477	ODP Business Solutions LLC		08/05/2022	Paper Check	\$941.71
51478	Olivas Music		08/05/2022	Paper Check	\$13,983.00
51479	Premier Uniforms & Tactical Supply		08/05/2022	Paper Check	\$143.70
51480	Professional Document System		08/05/2022	Paper Check	\$939.87
51481	R. T. C., Inc.		08/05/2022	Paper Check	\$1,272.00
51482	RKJ LLC		08/05/2022	Paper Check	\$58.18
51483	Region Xix Esc		08/05/2022	Paper Check	\$5,450.00
51484	Sam's Club		08/05/2022	Paper Check	\$281.94
51485	School Specialty LLC		08/05/2022	Paper Check	\$3.62

51486	Screencastify LLC	08/05/2022	Paper Check	\$2,500.00
51487	Stuart C. Cox, Trustee	08/05/2022	Paper Check	\$1,955.00
51488	TSTA	08/05/2022	Paper Check	\$840.51
51489	Tejas Manufacturing Co.	08/05/2022	Paper Check	\$2,122.00
51490	Texas Aft/Peg	08/05/2022	Paper Check	\$35.00
51491	Texas Department Of Public Safety	08/05/2022	Paper Check	\$12.00
51492	Texas Gas Service	08/05/2022	Paper Check	\$6,076.92
51493	Unum Life Insurance Co Unum/Provident	08/05/2022	Paper Check	\$477.90
51494	Watson Pest Management	08/05/2022	Paper Check	\$2,000.00
51495	Windstream Corporation	08/05/2022	Paper Check	\$3,138.39
51496	Xerox Financial Services, LLC	08/05/2022	Paper Check	\$299.08
51497	Rolaura De Anda	08/05/2022	Paper Check	\$32.00
51498	Concepcion Delgado	08/05/2022	Paper Check	\$119.16
51499	Sandra Dominguez	08/05/2022	Paper Check	\$47.70
51500	Tara Kutzman-Flores	08/05/2022	Paper Check	\$637.00
51505	American Express	08/11/2022	Paper Check	\$7,134.27
51506	Autozone	08/11/2022	Paper Check	\$319.91
51507	B & G Drilling & Pump Co	08/11/2022	Paper Check	\$16,314.00
51508	Barnes And Nobles #2744	08/11/2022	Paper Check	\$2,591.70
51509	Brady Industries of Texas, LLC	08/11/2022	Paper Check	\$1,221.98
51510	Buck's Wheel & Equipment Co	08/11/2022	Paper Check	\$896.94
51511	Caldarella's Restaurant Supply	08/11/2022	Paper Check	\$62.00
51512	Dell Computer	08/11/2022	Paper Check	\$2,084.88
51513	Ean Holdings, Llc DbA Enterprise Rent-A-Car	08/11/2022	Paper Check	\$731.61
51514	Eduphoria!	08/11/2022	Paper Check	\$37,686.60
51515	Fabens ISD/Travel Buses	08/11/2022	Paper Check	\$1,450.50
51516	Fabens ISD/Travel Vans	08/11/2022	Paper Check	\$159.20
51517	Ferguson Enterprises LLC	08/11/2022	Paper Check	\$1,180.51
51518	GH Dairy	08/11/2022	Paper Check	\$60.50
51519	Home Depot Credit Services	08/11/2022	Paper Check	\$1,364.13
51520	Houghton Mifflin Harcourt Publishing Company	08/11/2022	Paper Check	\$4,720.00
51521	Johnstone Supply of El Paso	08/11/2022	Paper Check	\$57.96
51522	Maria I. Quiroz	08/11/2022	Paper Check	\$1,225.00
51523	Matrix Special Systems	08/11/2022	Paper Check	\$740.00
51524	Mission Linen & Uniform	08/11/2022	Paper Check	\$509.92
51525	Nasco Arts & Crafts	08/11/2022	Paper Check	\$637.04
51526	Nasco-Fort Atkinson	08/11/2022	Paper Check	\$1,399.47
51527	R. T. C., Inc.	08/11/2022	Paper Check	\$1,272.00
51528	RedGear LLC	08/11/2022	Paper Check	\$16,994.16
51529	Region Xix Esc	08/11/2022	Paper Check	\$9,288.08
51530	Saucedo Security Solutions	08/11/2022	Paper Check	\$203,444.60
51531	School Health Corporation	08/11/2022	Paper Check	\$613.93
51532	Southwestern Mill Distributors	08/11/2022	Paper Check	\$1,906.60
51533	Spectrum Technologies	08/11/2022	Paper Check	\$717.00
51534	Spiceworks Inc.	08/11/2022	Paper Check	\$199.00
51535	Vehicle Service Group	08/11/2022	Paper Check	\$8,781.03
51536	W.W. Grainger Inc	08/11/2022	Paper Check	\$28,688.08
51537	West Tex Construction	08/11/2022	Paper Check	\$1,200.00
51538	Raul Ugarte	08/11/2022	Paper Check	\$19.94
51543	Albert J. Vega	08/18/2022	Paper Check	\$455.00
51544	Armando Romero	08/18/2022	Paper Check	\$24.00
51545	Baker Glass Co, Inc.	08/18/2022	Paper Check	\$1,492.98
51546	Brady Industries of Texas, LLC	08/18/2022	Paper Check	\$23,538.17
51547	C & M Plaque And Trophy	08/18/2022	Paper Check	\$87.00

51548	Chemsearch		08/18/2022	Paper Check	\$4,532.00
51549	Control and Equipment Company of El Paso, Inc.		08/18/2022	Paper Check	\$43,587.00
51550	E-RATE FIRST LLC		08/18/2022	Paper Check	\$23,337.99
51551	Eco-Worx, Inc.		08/18/2022	Paper Check	\$2,863.40
51552	Edclick		08/18/2022	Paper Check	\$2,200.00
51553	El Paso Electric Co		08/18/2022	Paper Check	\$81,499.21
51554	Emi Ortiz		08/18/2022	Paper Check	\$20.00
51555	Fabens ISD/Travel Buses		08/18/2022	Paper Check	\$630.00
51556	Ferguson Enterprises LLC		08/18/2022	Paper Check	\$469.50
51557	Follett Library Resources		08/18/2022	Paper Check	\$2,398.94
51558	Follett School Solutions, Inc.		08/18/2022	Paper Check	\$1,999.03
51559	GH Dairy		08/18/2022	Paper Check	\$2,318.10
51560	Interstate Battery Systems Of El Paso		08/18/2022	Paper Check	\$477.80
51561	Johnstone Supply of El Paso		08/18/2022	Paper Check	\$242.40
51562	Kate Galvan		08/18/2022	Paper Check	\$531.00
51563	Labatt Food Service		08/18/2022	Paper Check	\$45,151.53
51564	Mission Linen & Uniform		08/18/2022	Paper Check	\$2,462.30
51565	Molina Brother's Seal Coating and Paving		08/18/2022	Paper Check	\$8,600.00
51566	Natus Medical Incorporated		08/18/2022	Paper Check	\$530.00
51567	ODP Business Solutions LLC		08/18/2022	Paper Check	\$2,099.92
51568	Olivas Music		08/18/2022	Paper Check	\$1,693.00
51569	Proaction, Inc.		08/18/2022	Paper Check	\$8.00
51570	Proaction, Inc.		08/18/2022	Paper Check	\$108.00
51571	Purchase Power		08/18/2022	Paper Check	\$2,015.00
51572	Region Xix Esc		08/18/2022	Paper Check	\$150.00
51573	Safety Kleen Systems Inc		08/18/2022	Paper Check	\$540.73
51574	Segovia's Distributing		08/18/2022	Paper Check	\$1,678.08
51575	Sonitrol of El Paso		08/18/2022	Paper Check	\$2,085.00
51576	Southwest Disposal		08/18/2022	Paper Check	\$1,580.00
51577	Southwestern Mill Distributors		08/18/2022	Paper Check	\$948.90
51578	Spectrum Technologies		08/18/2022	Paper Check	\$8,335.40
51579	SystemsGo		08/18/2022	Paper Check	\$50.00
51580	TASB		08/18/2022	Paper Check	\$1,375.16
51581	Texas Statewide Network of Assessment Professionals		08/18/2022	Paper Check	\$40.00
51582	Verizon Business		08/18/2022	Paper Check	\$79.44
51583	Walsh Gallegos Trevino Russo & Kyle P.C.		08/18/2022	Paper Check	\$9,106.30
51584	Watson Pest Management		08/18/2022	Paper Check	\$2,000.00
51585	West Texas County Courier		08/18/2022	Paper Check	\$1,219.00
51586	Wilson Language Training Corp.		08/18/2022	Paper Check	\$3,894.00
51587	David Ayala		08/18/2022	Paper Check	\$112.93
51591	Jobe Materials, L.P.		08/19/2022	Paper Check	\$1,156.00
51592	Airgas-Southwest		08/25/2022	Paper Check	\$592.39
51593	American Refrigeration Supplies		08/25/2022	Paper Check	\$1,474.41
51594	Anabel Ramos		08/25/2022	Paper Check	\$700.00
51595	Armando Romero		08/25/2022	Paper Check	\$92.00
51596	Autozone		08/25/2022	Paper Check	\$2,416.99
51597	B & H Photo Video		08/25/2022	Paper Check	\$1,347.83
51598	Barnes And Nobles #2744		08/25/2022	Paper Check	\$3,605.00
51599	Department Of Information Resource		08/25/2022	Paper Check	\$335.06
51600	El Paso Community College		08/25/2022	Paper Check	\$2,619.72
51601	El Paso ISD		08/25/2022	Paper Check	\$1,831.39
51602	Emi Ortiz		08/25/2022	Paper Check	\$64.00
51603	Eminence Drug-Alcohol & DNA Testing		08/25/2022	Paper Check	\$214.90
51604	Fabens ISD/Travel Buses		08/25/2022	Paper Check	\$343.50

51605	Fabens Oil Co.	08/25/2022	Paper Check	\$5,760.78
51606	Famous Dave's	08/25/2022	Paper Check	\$158.00
51607	First Financial Administrators	08/25/2022	Paper Check	\$156.13
51608	First Financial Administrators	08/25/2022	Paper Check	\$209.19
51609	Home Depot Credit Services	08/25/2022	Paper Check	\$5,295.97
51610	IMPAC	08/25/2022	Paper Check	\$438.57
51611	Johnstone Supply	08/25/2022	Paper Check	\$32.77
51612	Johnstone Supply of El Paso	08/25/2022	Paper Check	\$1,442.89
51613	Jose Luis Martinez	08/25/2022	Paper Check	\$62.00
51614	Lead Your School	08/25/2022	Paper Check	\$16,800.00
51615	Maria I. Quiroz	08/25/2022	Paper Check	\$1,417.50
51616	Mci Comm Service	08/25/2022	Paper Check	\$88.00
51617	Mission Linen & Uniform	08/25/2022	Paper Check	\$4,259.42
51618	Mounce, Green, Myers, Safi Paxson & Galatzan	08/25/2022	Paper Check	\$1,065.75
51619	N.I.N.E.	08/25/2022	Paper Check	\$532.40
51620	O'Reilly Auto Parts	08/25/2022	Paper Check	\$22.99
51621	ODP Business Solutions LLC	08/25/2022	Paper Check	\$1,317.33
51622	Office Depot	08/25/2022	Paper Check	\$5,949.93
51623	Olivas Music	08/25/2022	Paper Check	\$1,000.00
51624	Region Xix Esc	08/25/2022	Paper Check	\$1,740.00
51625	Renaissance Learning Inc	08/25/2022	Paper Check	\$81,997.00
51626	Riverside Insights	08/25/2022	Paper Check	\$2,365.00
51627	Saucedo Security Solutions	08/25/2022	Paper Check	\$2,066.60
51628	Sonitrol of El Paso	08/25/2022	Paper Check	\$80.00
51629	Subway	08/25/2022	Paper Check	\$91.18
51630	Sun Valley Equipment Sales	08/25/2022	Paper Check	\$447.31
51631	SystemsGo	08/25/2022	Paper Check	\$475.00
51632	T Mobile	08/25/2022	Paper Check	\$246.75
51633	TASB	08/25/2022	Paper Check	\$231.79
51634	TSTA	08/25/2022	Paper Check	\$32.46
51635	Victoria A. Schwartz Molina	08/25/2022	Paper Check	\$420.00
51636	Watson Pest Management	08/25/2022	Paper Check	\$1,000.00
51637	Western Psychological Service	08/25/2022	Paper Check	\$271.70
51638	Western States Fire Protection Co.	08/25/2022	Paper Check	\$551.25
51639	Xerox Financial Services, LLC	08/25/2022	Paper Check	\$299.08
51640	Marlene Bullard	08/25/2022	Paper Check	\$163.00
51641	Rosemary Estrada	08/25/2022	Paper Check	\$405.60
51642	Ana Galaviz	08/25/2022	Paper Check	\$405.60
51643	Martin Lechuga	08/25/2022	Paper Check	\$147.00
51644	Norberto Samayoa	08/25/2022	Paper Check	\$405.60
51645	Ricardo Sanchez	08/25/2022	Paper Check	\$533.60
51648	4imprint	08/31/2022	Paper Check	\$921.03
51649	806 Technologies Inc.	08/31/2022	Paper Check	\$5,150.00
51650	Accelerate Learning Inc.	08/31/2022	Paper Check	\$3,500.00
51651	American Express	08/31/2022	Paper Check	\$3,501.02
51652	American Refrigeration Supplies	08/31/2022	Paper Check	\$8,528.00
51653	Armando Romero	08/31/2022	Paper Check	\$24.00
51654	Autozone	08/31/2022	Paper Check	\$79.98
51655	BARCO El Paso	08/31/2022	Paper Check	\$456.00
51656	BSN LLC	08/31/2022	Paper Check	\$4,260.00
51657	Barnes & Noble College Booksellers, Inc.	08/31/2022	Paper Check	\$19,582.42
51658	Brady Industries of Texas, LLC	08/31/2022	Paper Check	\$5,571.95
51659	Cammaron Trujillo	08/31/2022	Paper Check	\$1,400.00
51660	Claudia Alvillar Woodruff	08/31/2022	Paper Check	\$1,295.00
51661	EP TECHWORKS LLC	08/31/2022	Paper Check	\$20,006.03


51662	Eco-Worx, Inc.		08/31/2022	Paper Check	\$9,450.00
51663	El Paso County Water Dist #4		08/31/2022	Paper Check	\$17,086.11
51664	FABENS QUICK LUBE, LLC		08/31/2022	Paper Check	\$174.00
51665	Fabens Isd/food Serv Catering		08/31/2022	Paper Check	\$6,478.75
51666	Frank's Supply Co Inc		08/31/2022	Paper Check	\$710.16
51667	GH Dairy		08/31/2022	Paper Check	\$4,325.60
51668	Hagar Restaurant Service, LLC		08/31/2022	Paper Check	\$1,142.95
51669	Idesco Corp.		08/31/2022	Paper Check	\$813.98
51670	Ion Wave Technologies Inc		08/31/2022	Paper Check	\$9,740.00
51671	Labatt Food Service		08/31/2022	Paper Check	\$34,167.23
51672	MCI		08/31/2022	Paper Check	\$36.06
51673	Martin Olivas		08/31/2022	Paper Check	\$1,500.00
51674	McGraw-Hill School Education, LLC		08/31/2022	Paper Check	\$22,145.66
51675	Mission Linen & Uniform		08/31/2022	Paper Check	\$1,243.82
51676	Move Therapy Services		08/31/2022	Paper Check	\$980.00
51677	NCS Pearson		08/31/2022	Paper Check	\$628.74
51678	Nine Degrees Construction LLC		08/31/2022	Paper Check	\$99,400.00
51679	Norman S. Wright Co. Manufacturers Representative		08/31/2022	Paper Check	\$965.00
51680	PC Automated Controls, Inc.		08/31/2022	Paper Check	\$350.50
51681	Positive Action Inc		08/31/2022	Paper Check	\$742.50
51682	Premier Uniforms & Tactical Supply		08/31/2022	Paper Check	\$5,829.25
51683	Professional Document System		08/31/2022	Paper Check	\$1,905.44
51684	RedGear LLC		08/31/2022	Paper Check	\$30,505.50
51685	Region XIII Education Service Center		08/31/2022	Paper Check	\$3,270.83
51686	Region Xix Esc		08/31/2022	Paper Check	\$213.50
51687	Ri-Tech Drug Testing		08/31/2022	Paper Check	\$80.00
51688	Rocio Aguirre		08/31/2022	Paper Check	\$1,400.00
51689	S & S Welding		08/31/2022	Paper Check	\$1,800.00
51690	Sam's Club		08/31/2022	Paper Check	\$715.21
51691	School Specialty LLC		08/31/2022	Paper Check	\$647.54
51692	Segovia's Distributing		08/31/2022	Paper Check	\$5,059.35
51693	Solis, Adrian Luis		08/31/2022	Paper Check	\$100.00
51694	Subway		08/31/2022	Paper Check	\$91.18
51695	TASB		08/31/2022	Paper Check	\$2,250.00
51696	Texas Gas Service		08/31/2022	Paper Check	\$6,832.84
51697	The Sherwin-Williams Co.		08/31/2022	Paper Check	\$926.25
51698	Watson Pest Management		08/31/2022	Paper Check	\$550.00
51699	Windstream Communications C/o Bank Of America, Na		08/31/2022	Paper Check	\$2,063.77
51700	Windstream Corporation		08/31/2022	Paper Check	\$3,222.54
51701	Winsupply S El Paso TX Co.		08/31/2022	Paper Check	\$263.98
51702	Yvonne B. Bucher		08/31/2022	Paper Check	\$735.00
51703	Marcela Licerio		08/31/2022	Paper Check	\$32.94
51704	Terry Martinez		08/31/2022	Paper Check	\$38.25
51705	Karina Melendez		08/31/2022	Paper Check	\$229.65
51706	Autozone		08/31/2022	Paper Check	\$1,217.88
51707	ODP Business Solutions LLC		08/31/2022	Paper Check	\$371.98
				Issued Checks SubTotal	\$ 1,419,664.04

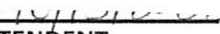
Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
51272	Carolina Biological Supply Co	06/30/2022	08/02/2022	Paper Check	\$ 1,224.00
51611	Johnstone Supply	08/25/2022	08/26/2022	Paper Check	\$ 32.77
51693	Solis, Adrian Luis	08/31/2022	08/31/2022	Paper Check	\$ 100.00
				Voided Checks SubTotal	\$ 1,356.77
				Net Amount	\$ 1,418,307.27

**INVESTMENT REPORT
SEPTEMBER 2022**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$10,916,017	\$19,416	2.48%
Interest & Sinking Fund	\$6,499	\$10	2.48%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$12,050	\$26	2.68%
Total Lone Star Investment Pool	\$10,934,567	\$19,453	
 WestStar Bank			
General Operating Account	\$1,588,072	\$141	0.10%
Activity Account	\$116,934	\$10	0.10%
Robert F Cook - Savings	\$2,090	\$1	0.15%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$17,378	\$1	0.05%
Total WestStar Bank	\$1,729,339	\$153	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$5,874	\$0	
Total Wells Fargo Advisors	\$5,874	\$0	
 Total Monthly Interest Earned	\$19,605		
Total Interest Year to Date 2022-2023	\$19,605		
 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 September 30, 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, ASST. SUPT. OF BUSINESS & OPERATIONS


VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE

Fund 101

SEPTEMBER 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$5,000	\$1,379	\$3,621	27.57%
Local Revenue-Catering & Sale Meals	\$38,000	\$0	\$38,000	0.00%
State Matching Revenue	\$5,800	\$0	\$5,800	0.00%
Federal Revenue-Breakfast	\$405,500	\$0	\$405,500	0.00%
Federal Revenue-Lunch	\$796,700	\$0	\$796,700	0.00%
USDA Commodities	\$42,000	\$0	\$42,000	0.00%
Rev-Other TEA-FF&V/P-Ebt/Supp	\$87,000	\$3,135	\$83,865	3.60%
TOTAL REVENUE	\$1,380,000	\$4,514	\$1,375,486	0.33%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,380,000	\$69,605	\$1,310,395	5.04%
TOTAL EXPENDITURE	\$1,380,000	\$69,605	\$1,310,395	5.04%

TAX COLLECTIONS REPORT

SEPTEMBER 2022

2022-2023

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,380,368	689,500	3,069,868
<u>Actual Collections:</u>			
September	7,734	2,235	9,969
October			0
November			0
December			0
January			0
February			0
March			0
April			0
May			0
June			0
July			0
August			0
Due to/from			
Year To Date	7,734	2,235	9,969
Tax Rates	1.0054000% +	0.3321000% =	1.3375000%

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

SEPTEMBER 2022

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11	\$14,000,000	\$1,124,994	\$12,875,007	8.04%
Instruction				
FUNCTION 12	\$250,000	\$22,686	\$227,314	9.07%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$215,000	\$20,934	\$194,066	9.74%
Curriculum and Staff Development				
FUNCTION 21	\$500,000	\$39,530	\$460,470	7.91%
Instructional Leadership				
FUNCTION 23	\$1,250,000	\$94,708	\$1,155,292	7.58%
School Leadership				
FUNCTION 31	\$880,000	\$98,614	\$781,386	11.21%
Counseling Guidance Services				
FUNCTION 32	\$32,000	\$0	\$32,000	0.00%
Social Work Services				
FUNCTION 33	\$280,000	\$25,768	\$254,232	9.20%
Health Services				
FUNCTION 34	\$460,000	\$64,181	\$395,819	13.95%
Transportation				

FUNCTION 36	\$754,300	\$80,955	\$673,345	10.73%
Co-Curricular Athletics				
FUNCTION 41	\$1,150,000	\$141,406	\$1,008,594	12.30%
General Administration				
FUNCTION 51	\$2,250,000	\$341,635	\$1,908,365	15.18%
Plant Maintenance and Operation				
FUNCTION 52	\$300,000	\$54,911	\$245,089	18.30%
Security/Monitoring Services				
FUNCTION 53	\$220,000	\$23,062	\$196,938	10.48%
Data Processing				
FUNCTION 61	\$40,000	\$3,593	\$36,407	8.98%
Community Services				
FUNCTION 81	\$100,000	\$211,332	-\$111,332	211.33%
Facilities Acquisition and Construction				
FUNCTION 99	\$40,000	\$0	\$40,000	0.00%
Other Intergovernmental Charges				
ORIGINAL BUDGET	\$22,721,300	\$2,348,309	\$20,372,991	10.34%

**GENERAL FUND REVENUE
FUND 199**

SEPTEMBER 2022

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,336,879	\$7,734	\$2,329,145	0.33%
Local Revenue-Interest	\$43,489	\$19,584	\$23,905	45.03%
Local Revenue-Miscellaneous	\$267,505	\$470	\$267,035	0.18%
LOCAL TOTAL	\$2,647,873	\$27,788	\$2,620,086	1.05%
State Revenue TEA	\$17,700,898	\$2,636,469	\$15,064,429	14.89%
State Funding - HB1	\$992,765	\$95,319	\$897,446	9.60%
On Behalf Payment	\$1,340,000	\$0	\$1,340,000	0.00%
Federal Programs Indirect Costs	\$0	\$254,336	-\$254,336	#DIV/0!
ROTC	\$39,764	\$29,701	\$10,063	74.69%
STATE TOTAL	\$20,073,427	\$3,015,825	\$17,057,602	15.02%
TOTAL REVENUE	\$22,721,300	\$3,043,613	\$19,677,688	13.40%

**DEBT SERVICE FUND
FUND 599**

SEPTEMBER 2022

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$687,000	\$2,235	\$684,766	0.33%
Local Revenue-Interest	\$2,500	\$10	\$2,490	0.42%
State Revenue	\$1,507,756	\$0	\$1,507,756	0.00%
TOTAL REVENUE	\$2,197,256	\$2,245	\$2,195,011	0.10%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,197,256	\$0	\$2,197,256	0.00%
TOTAL EXPENDITURE	\$2,197,256	\$0	\$2,197,256	0.00%

Check Activity Report					
Bank Account - WestStar Bank(4178696)					
Start Date - 09-01- 2022 End Date - 09-30-2022				Print Date: 10/12/2022 12:42 a	
Issued Checks					
<u>Check Number</u>	<u>Payee</u>		<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
51708	ATPE		09/16/2022	Paper Check	\$560.11
51709	American Heritage Life		09/16/2022	Paper Check	\$25.82
51710	First Financial Administrators		09/16/2022	Paper Check	\$62,931.93
51711	Met Life Insurance Company		09/16/2022	Paper Check	\$116.96
51712	Stuart C. Cox, Trustee		09/16/2022	Paper Check	\$1,955.00
51713	TCG Administrators		09/16/2022	Paper Check	\$6,894.14
51714	TSTA		09/16/2022	Paper Check	\$1,441.37
51715	Texas Aft/Peg		09/16/2022	Paper Check	\$43.74
51716	Unum Life Insurance Co Unum/Provident		09/16/2022	Paper Check	\$528.87
51717	Adan Escobar		09/21/2022	Paper Check	\$302.98
51718	Armando Romero		09/21/2022	Paper Check	\$60.00
51719	EL PASO BUS RIDE		09/21/2022	Paper Check	\$3,375.00
51720	Emi Ortiz		09/21/2022	Paper Check	\$60.00
51721	Fabens Oil Co.		09/21/2022	Paper Check	\$9,620.54
51722	First Financial Administrators		09/21/2022	Paper Check	\$194.84
51723	Jose Luis Martinez		09/21/2022	Paper Check	\$16.00
51724	Jose Luis Martinez		09/21/2022	Paper Check	\$144.00
51725	Maria Guadalupe Villarreal		09/21/2022	Paper Check	\$3,000.00
51726	Sonitrol of El Paso		09/21/2022	Paper Check	\$527.50
51727	Sylvia Gonzales		09/21/2022	Paper Check	\$475.96
51728	TSTA		09/21/2022	Paper Check	\$27.42
51729	Winsupply S El Paso TX Co.		09/21/2022	Paper Check	\$64.72
51730	Leroy Bates		09/21/2022	Paper Check	\$94.00
51731	Jorge Levario		09/21/2022	Paper Check	\$928.00
51732	Libertad Garcia		09/22/2022	Paper Check	\$608.53
51733	Director's Choice Tour & Travel		09/28/2022	Paper Check	\$200.00
51734	El Paso County Tax Assessor & Collector		09/28/2022	Paper Check	\$83.50
51735	El Paso ISD		09/28/2022	Paper Check	\$400.00
51736	Isaac Cisneros Williams		09/28/2022	Paper Check	\$1,730.34
51737	Joe's Land Cleaning		09/28/2022	Paper Check	\$3,000.00
51738	Martin Olivas		09/28/2022	Paper Check	\$1,875.00
51739	National Association Of Secondary School Principals		09/28/2022	Paper Check	\$270.00

51740	National Association Of Secondary School Principals		09/28/2022	Paper Check	\$95.00
51741	National Association Of Secondary School Principals		09/28/2022	Paper Check	\$270.00
51742	National Association Of Secondary School Principals		09/28/2022	Paper Check	\$385.00
51743	RedGear LLC		09/28/2022	Paper Check	\$73,614.01
51744	Safety Kleen Systems Inc		09/28/2022	Paper Check	\$540.73
51745	TASC		09/28/2022	Paper Check	\$95.00
51746	Texas Music Educators Association		09/28/2022	Paper Check	\$15.00
51747	UIL Region 22 Music		09/28/2022	Paper Check	\$450.00
51748	UIL State Music Office-Tssec		09/28/2022	Paper Check	\$2,950.00
51749	Roseanne Armendariz		09/28/2022	Paper Check	\$550.00
51750	Salvador Delgado		09/28/2022	Paper Check	\$97.00
51751	Karina Melendez		09/28/2022	Paper Check	\$234.00
				Issued Checks SubTotal	\$ 180,852.01
Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
51640	Marlene Bullard	08/25/2022	09/13/2022	Paper Check	\$ 163.00
51642	Ana Galaviz	08/25/2022	09/13/2022	Paper Check	\$ 405.60
				Voided Checks SubTotal	\$ 568.60
				Net Amount	\$ 180,283.41

October 7, 2022

To: Board of Trustees

Re: Quarterly Investment Report

The Quarterly Investment Report for the period ending August 31, 2022, is attached. Total investments decreased from the end of the last quarter by \$2,637,060.46 as a result of regular district operations, including debt service payments.

As you may recall from our investment policy, the goals of our investment policy are safety, liquidity, and finally, yield. With safety as a number one priority, FISD continues to sweep excess cash balances daily into our Investment Pools that are yielding an average of 1.55% for the Government Overnight Fund and 1.78% for the Corporate Overnight Plus Fund for the quarter.

As indicated in previous reports, our district invests cash that we will not need immediately in the Lone Star Investment Pool. At the end of June 2022, average yields at the investment pools ranged from 1.09% to a 2.29%. Yields through August 2022 increased. As has been the case for the last year, we continue to see little or no growth in yields with little expectation for significant increases in interest revenue in the near future.

If you have any questions on the FISD investment practices or an individual investment or pool, please feel free to let us know.

Martin Torres

Asst. Supt. of Business & Operations

Veronica Vijil

Superintendent

4th Qtr. Inv. Rpt.

10-7-2022

**Investment Report
For the Quarter Ending August 31, 2022**

This quarterly report is in full compliance with the investment strategy as established for the pooled investment fund and the Public Funds Investment Act.
(Government Code, Chapter 2256)

Beginning Book Value	10,655,451.95
Beginning Market Value	10,653,120.30
Ending Book Value	8,018,391.49
Ending Market Value	8,017,821.94
Gain/Loss	(569.55)
Accrued Interest for Period	35,117.46
Accrued Interest for FY	43,950.26

Martin Torres
Asst. Supt. of Business & Operations

Veronica Vijil
Superintendent

10/13/22

Investment Report
for the Quarter Ending August 31, 2022

Government Overnight Fund

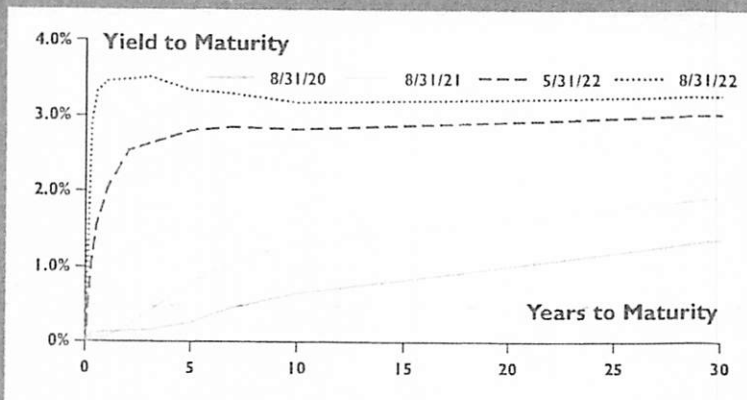
Description	Ave Rate	Beginning Book Value	Beginning Market Value	Current Qtr Deposits	Current Qtr Withdrawals	Qtr Accr Int	Ending Book Value	Ending Market Value	Gain/Loss	YTD Accr Int
Interest & Sinking	1.55%	291,960.44	291,896.52	86,414.70	377,244.55	830.06	1,960.65	1,960.51	(0.14)	1,085.68
Local Maintenance	1.55%	10,351,521.75	10,349,255.60	5,713,505.93	8,094,854.00	34,233.24	8,004,406.92	8,003,837.92	(569.00)	42,788.89

Corporate Overnight Plus Fund

Description	Ave Rate	Beginning Book Value	Beginning Market Value	Current Qtr Deposits	Current Qtr Withdrawals	Qtr Accr Int	Ending Book Value	Ending Market Value	Gain/Loss	YTD Accr Int
Local Maintenance	1.78%	11,969.76	11,968.18	-	-	54.16	12,023.92	12,023.51	(0.41)	75.69
Totals		10,655,451.95	10,653,120.30	5,799,920.63	8,472,098.55	35,117.46	8,018,391.49	8,017,821.94	(569.55)	43,950.26

Quarterly Position Report

August 31, 2022



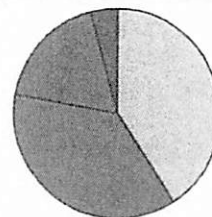
The U.S. Treasury yield curve rose sharply, especially on the front-end, as the curve became inverted during the three-month period ending in August. Yields within one year rose as much as 177 basis points on expectations that the Fed will continue to be aggressive to curb inflation. In June, the FOMC raised the target interest rate by 75 basis points to a range of 1.50-1.75%. It was the first 75-basis point hike since 1994. In July, the Fed raised the target by an additional 75 basis points to a range of 2.25-2.50%. Following the July meeting, there is a rare eight-week gap between meetings. During this time, the Fed will get multiple reports on inflation, labor markets, etc. The most recent CPI numbers came in below estimates, but still very elevated, at 8.5% y/y, and were flat month-over-month. Core inflation also came in lower than expected at 5.9%, and it was up 0.3% m/m. Job growth remains solid. The most recent unemployment report rose by 0.2% to 3.7%. The 0.2% increase was equal to the increase in the participation rate. The next FOMC meeting is on September 21. The futures market pricing is indicating another rate hike of 75 basis points.

Government Overnight Fund

Duration 0.01567

	Participant Assets	Market Value
Beginning of Quarter Balance	4,985,296,803.48	4,984,205,424.15
Deposits	2,317,788,280.00	
Withdrawals	(2,826,190,950.19)	
End of Quarter Balance	4,476,894,133.29	4,476,575,890.03

Cash/Repo	41%
Agencies	37%
Treasuries	18%
MM Funds	4%

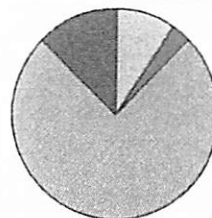


Corporate Overnight Fund

Duration 0.17204

	Participant Assets	Market Value
Beginning of Quarter Balance	3,561,926,122.96	3,561,655,676.76
Deposits	1,917,981,406.20	
Withdrawals	(2,302,074,809.55)	
End of Quarter Balance	3,177,832,719.61	3,177,877,705.47

Commercial Paper	75%
MM Funds	13%
Cash/Repo	9%
Agencies	3%

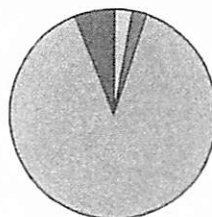


Corporate Overnight Plus Fund

Duration 0.18950

	Participant Assets	Market Value
Beginning of Quarter Balance	8,858,678,792.35	8,857,509,592.18
Deposits	4,531,223,307.71	
Withdrawals	(5,587,735,574.06)	
End of Quarter Balance	7,802,166,526.00	7,801,902,967.77

Commercial Paper	89%
MM Funds	6%
Cash/Repo	3%
Agencies	2%



Returns

	June		July		August	
	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield
Govt Overnight Fund	0.98%	1.31%	1.51%	1.79%	2.15%	2.19%
Corp Overnight Fund	1.18%	1.48%	1.70%	1.98%	2.42%	2.46%
Corp Overnight Plus Fund	1.19%	1.50%	1.73%	2.01%	2.43%	2.48%

William Mastrodicasa
William Mastrodicasa

Lone Star Investment Pool Investment Officers

Tammy Davis
Tammy Davis

Distributed by First Public. The Lone Star Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges, and expenses associated with this or any security prior to investing. Investment in Lone Star Investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although Lone Star seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement, contact First Public at 800.558.8875.



Serving the Educational Communities of El Paso & Hudspeth Counties

Executive Office

Dr. Armando Aguirre
Education Service Center- Region 19
6611 Boeing Drive
El Paso, Texas 79925-1010

Phone: 915.780.1919
Fax: 915.780.5070
www.esc19.net

September 21, 2022

Dr. Veronica Vijil, Superintendent
Mr. Benjamin Morales, Board President
Fabens Independent School District
P.O. Box 697
Fabens, Texas 79838

Dear Dr. Vijil and Mr. Morales:

The accompanying School Board Member/Superintendent Continuing Education Services Agreement details the services ESC-Region 19 will provide, allowing new and experienced school board members to obtain all continuing education credits required by the Texas Administrative Code, Chapter 61.1. To ensure the adequate and timely delivery of these sessions, the Agreement includes a Conference where board members will be given an opportunity to receive up to six continuing education credits. Embedded throughout the sessions, is time to work as a "Team of 8" on needs identified in the areas of team building, vision, structure, accountability, and advocacy. A follow-up workshop in the spring will allow school board members to receive an additional three credits.

Please review, sign, and submit the Agreement to ESC-Region 19.

We greatly value and appreciate your continued partnership with ESC-Region 19. Our staff remains ready to address any needs or questions that may arise in your district. Please feel free to contact us as needed. We look forward to working together in supporting your board of trustees in their effective and efficient administration of your district.

Sincerely,

Dr. Armando Aguirre
Executive Director

Enclosures

Executive Director: Dr. Armando Aguirre

Board of Directors: Fred Sanchez-Chairman, Jose M. Limon-Vice Chairman, Blanca Topete-Secretary,
Adela Carr-Member, Nellie Morales-Member, Patricia Ramirez-Member, Melodya Salaices-Member, David Sublasky-Member



**School Board Member/Superintendent
Continuing Education Services Agreement
2022 – 2023**

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

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

This Service Agreement, at an annual cost of \$3,500 per School District includes:

- **Conference for Board Members and Superintendents** that may focus on:
 - *Introduction to the Texas Education Code* for newly elected board members.
 - *Legislative Update* for sitting board members in the year following sessions of the Texas Legislature.
 - *Team Building* to include needs assessment and annual plan for continuing education based on the identified needs. District leadership may select an on-site Tier II training of their choice.
 - *Vision, Structure, Accountability, Advocacy and Unity* continuing education that meets the needs identified in TEA Framework for School Board Development.
 - *Evaluating and Improving Student Outcomes* continuing education that is designed to support the oversight role of the board on evaluating student academic performance; facilitate board plans that set goals for early childhood literacy and mathematics and college, career and military readiness
 - *Identifying and Reporting Abuse and Trafficking* to include identifying and reporting potential victims of sexual abuse, human trafficking, and other maltreatment of children.
- **Board Member/Superintendent Leadership** Spring Workshop
- **Far West Texas School Board Association** Membership Dues for 2022 – 2023
- **Superintendent Summit**

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

CONTACT:

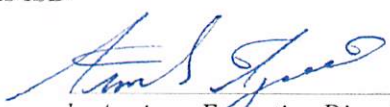
Barbara O. Amaya
Leadership & Accountability
(915) 780-5354
bamaya@esc19.net

Terri Escandon
Leadership & Accountability
(915) 780-5380
tescandon@esc19.net

SIGNATURES:

*Superintendent
Fabens ISD*

*School Board President
Fabens ISD*



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



School Board Member Training

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

Training Sessions Offered:

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



**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
EL PASO COUNTY JUVENILE ALTERNATIVE EDUCATION PROGRAMS
PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE
MEMORANDUM OF UNDERSTANDING**

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District and Clint Independent School District hereinafter collectively referred to as "Districts" and individually as "Participating District" and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department and operated by the YISD, for the districts' students as permitted by § 37.011(e) of the Tex. Educ. Code. This Agreement will serve to combine into one system the operational, programmatic, and educational standards for the JJAEP required by the Tex. Educ. Code, § 37.011(e) and Title 37 of the Tex. Admin. Code, Chapter 348. (37 TAC § 348). The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding only placements of students enrolled at the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Tex. Educ. Code § 37.007(a), (d) and (e). The academic mission of the program is to enable students to perform at grade level. The program shall be located at YISD-Cesar Chavez Academy, 7814 Alameda Ave, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services as consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD, the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle up funds due to unexpended year end balances. It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

Specifically, YISD shall provide facilities, personnel and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards under Chapter 348. Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students ("capacity").

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2022-2023 and as the plan is revised throughout the school year in relation to JJAEP matters.

With respect to each Participating District, to include YISD, each Participating District agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, Participating District must: expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (EXHIBIT "A") attached hereto. To be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one calendar year. The maximum term may not exceed one calendar year unless the student has been expelled for longer than one calendar year, in accordance with law and Participating District policy.

In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP. The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School, placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels. All Participating Districts acknowledge and accept that, YISD may, but is not required to separate middle school students from high school students at JJAEP.

The Participating District must provide a copy of the expulsion notice and all information to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and Sec. 52.041 of the Tex. Fam. Code no later than two (2) school days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program. Expulsion packet must include the expulsion notice and parent notification containing the student's name, DOB, student's ID #, the TSDS number, LEA report number, expulsion term (specific end date), and any special programs such as SPED or 504 documentation.

Upon JJAEP formal acceptance by JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, to include transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B")**.

The Participating District(s) and JJAEP campus agree to collaboratively facilitate the completion of the JJAEP Intake at the JJAEP campus within five (5) to seven (7) school days of JJAEP acceptance. The aim will be to minimize any delay or lapse in youth's attendance to JJAEP educational services. However, although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances and in those situations, the parties agree to provide at least three (3) school days advance notice prior to the scheduled intake. Any youth placed in DAEP, while on waiting list for JJAEP placement will be credited those days towards JJAEP term.

For students who are expelled and accepted into the JJAEP but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet.

A Participating District may expel a student for conduct as provided in TEC Sec. 37.007 (b)(1), specifically terroristic threat under section 22.07 (c-1), (d), or (e) Penal Code. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which

requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines aforementioned on this agreement.

In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Pending acceptance, Participating Districts may place expelled students in their own district's DAEP. Students shall be accepted into JJAEP in the order placed on the waiting list; provided, however, that a student will be accepted only if there are a minimum of 45 days remaining in the term of expulsion. A student whose expulsion involved violence, a terroristic threat, or a firearm will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit.

SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for 32 students. However, the Parties agree that special circumstances arise in the event that JJAEP enrollment is at 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such case, the Parties agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of 100 school days, and the "75-day placement review" may occur at any earlier date acceptable to the Participating District. Such limitation shall not apply to a student with an expulsion involving a firearm or who is determined by the Participating District with the concurrence of the JJAEP Administrator to present an ongoing threat to the safety of other students or to district employees.

In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP program upon completion of the earliest of the following: completion of the court ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, Participating District decision to remove the JJAEP student from JJAEP placement due to 75 day (or earlier if special circumstances exist) placement review hearing decision; decline or dismissal of the JJAEP felony charge by Court or Prosecutor, withdrawal from JJAEP by student's parent, or withdrawal from JJAEP due to "Inactive" Status of 30 consecutive school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan from the JJAEP and transition plan to the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA

skills test scores (Pre and Post), and attendance records for JJAEP term. As part of the JJAEP Exit transition meeting, Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the student's return to home school and link the student to the CIS (if applicable), the graduation coach, the at-risk coordinator or designated Participating District staff charged with support and reentry services. In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning) campus administrator or designee, YISD Campus administrator, assigned probation officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon a student's 75th school day in a JJAEP placement to consider early removal from the JJAEP Program based on youth's progress and/or other factors that may compel an early release from the JJAEP. On a case-by-case basis, upon the commencement of the school year, the JJAEP will hold, and participating districts will attend a placement review for returning JJAEP students that carried over from prior school year, have met the 75th day placement day in JJAEP and are recommended for early release based on progress and/or other factors. The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve the YISD and Participating Districts' students, complies with all applicable requirements under Chapter 37, Tex. Education Code, the State Board of Education, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department, including, but not limited to, a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under 348.206 (b3) and administration of assessment instruments under Subchapter B Chapter 39 (State Assessment). All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. YISD and participating districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS) a nationally standardized achievement test and development of an academic plan to best meet a student's educational needs based, in part, on the data gathered from the ITBS. Each student serving a minimum of seventy five (75) school days shall be pre-tested no more than 10 school days after the student is enrolled into the JJAEP and each student serving a minimum of 65 school days in the JJAEP will be post-tested prior to exit from the JJAEP.

YISD shall work with student and parents to review the student's academic progress at least twice during JJAEP Placement and establish a specific graduation plan for the student (as applicable for high school students). At a minimum, an educational review will occur at the JJAEP intake and at the JJAEP exit transition meeting.

The Program shall operate at least seven hours a day for 180 school calendar days equaling 75,600 minutes of school. These minutes include lunch and passing times; the amount does not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends

instructional time for a minimum of 4hrs. per day. Attendance days are verified using sign in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, admitted on an inpatient basis into services, the student will be noted as inactive status; the total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP. A student that is maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st day.

The JJAEP must provide the juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the third calendar day of each month. If the third calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP Attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the age of the student's 19th birthday and utilize attendance procedures that encourage campus staff to reach out to families and determine the root causes of failure to attend school. Parents should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find what the issue behind repeated unexcused absences is. If an issue is identified as preventing a student from attending school, the JJAEP Campus Administrator or designee should determine whether there is any Truancy Prevention Measures (TPM) and adhere, to the extent possible to the El Paso County Truancy Prevention Plan to address the underlying risk factors that lead to truancy. TPM may include a plan to target the specific behavior contributing to the truancy; counseling; mediation; or in school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, the YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the timelines for JJAEP youth, which is within two school days. YISD must have written policies and procedures that specify which staff member is responsible for reporting absences by email transmission to the sending school and frequency. JJAEP Administrator must be copied on said e-mail transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges notification is not required to be given to a parent unless 1. Student has provided written consent, 2. Student has a disability and has provided consent as outlined under Chapter 1357, Estates Code, or 3. Student is a dependent student as defined in Section 152 of Internal Revenue Code, and notification is received under the Individuals with Disabilities Education Act before the student reached 18 years of age.

PLACEMENT OF STUDENTS WITH DISABILITIES/ ADMISSIONS, REVIEW AND DISMISSAL

YISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA), § 504 of the Rehabilitation Act of 1973 and English as a Second Language (ESL). The placement of a student with a disability who receives special education services

into the JJAEP must be made in compliance with the Individuals with Disabilities Education Act (20 U.S.C. Section 1400 et seq.). Special Education services must continue to provide any and all related services as outlined in the student's Individualized Education Plan (IEP).

Participating school districts may expel a student for a mandatory expulsion offense(s) involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (20 USC Sec 1415(k); 34 CFR Sec. 300.520) who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or §504 committee is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of 75 school days, but only up to 45 days if the alleged misconduct *is* a manifest of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the administrator of the JJAEP and the JJAEP Administrator. As such, the administrator of the JJAEP or designee, agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include, the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services under IDEA in the future, it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

The JJAEP, in collaboration with the sending participating school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC) and determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the responsibility of the student's sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. If a transportation issue is identified after placement at the JJAEP, an

emergency meeting with all involved parties, to include invitation to parent(s), will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as **(EXHIBIT "D")**. References in Exhibit D to "JJAEP Campus" shall refer to YISD's JJAEP Campus and its operations and staff unless the context clearly indicates otherwise. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** that will supplement, but not replace the YISD Student Code of Conduct in accordance with Tex. Educ. Code § 37.001 and as required by Tex. Educ. Code § 37.011(c).

YISD, JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss and problem solve on any areas of concern and update on policy revisions or legislative updates that may impact JJAEP campus operations and services. Said meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies and Procedures, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. Documents must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating District School Board and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD shall ensure that all JJAEP staff members, including temporary, seasonal or substitute employees or volunteers have completed and passed a background check prior to having "direct, unsupervised" contact with JJAEP students. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with 348.200(4d) in accordance with Chapter 341, and oversee that all JJAEP employees (including substitutes that will work within a JJAEP for six weeks or more) that do not meet the "professional" (certified teachers/ student aides/ paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc) designation remain current through YISD training on Crisis Prevention Intervention, CPR and First Aid training and meet all requirements for certification as a Community Activities Officer as per TJJD established timelines.

Pursuant to Texas Administrative Code 350.100, the JJAEP is considered a Juvenile Justice Program and thus any YISD employees must adhere to the standards outlined under Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code § 358, *Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents; and required timelines; and Prison Rape Elimination Act*. These statutory provisions require individuals to report physical, sexual and/or mental health child abuse, neglect and exploitation within specific timelines; and require that all JJAEP campus personnel emphasize a zero-tolerance policy and campus environment regarding any forms of sexual and physical abuse.

In such event, YISD shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit this form along with any applicable documentation via e-mail and phone call to: 1.877.786.7263 and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incident to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward report to JJAEP Administrator via email by next workday.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit or reproduction, by an authorized representative of El Paso County or the State of Texas, or Federal government, books, documents and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records. YISD shall maintain Records and documents for a minimum of seven years after the end of the contract period. If any litigation, claim, or audit involving these Records commences before the seven-year period expires, the YISD contractor must keep Records and documents for not less than seven years or until all litigation, claims or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to off-set educational expenses of Participating District, including YISD, and remaining funds may be used for expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on August 1, 2022, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the

establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2023. The "Board" or "YISD" may give 30 days' written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only and shall be effective at the end of the then current contract year. The interlocal may be automatically renewed for subsequent one-year terms for a minimum of two (2) years upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policy and Procedures, JJAEP Student Code of Conduct and JJAEP MOU may be approved with written agreement by YISD and the El Paso County Juvenile Board.

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information)

Severability

If any part of this Agreement is held to be illegal, such part shall be deemed severable and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties and any prior understandings, written or oral agreements between them are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational and Privacy Rights Act, 20 U.S.C.A. § 1232g and V.T.C.A., Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart and the authorized signature upon a counterpart of any Participating District whether or not named above creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD.

EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on basis of race, color, national origin, sex, religion, age or disability in employment or the provision of services, programs or activities

FAILURE TO PAY

In the event the Board fails to make payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act and the Tex. Educ. Code, § 37.011(o).

CHANGE OF CAMPUS LOCATION

Notice of a change of campus location shall be given 30 days in advance of any intended change or as soon thereafter as is possible and may be given pursuant to section Curriculum and Attendance herein instead of requiring an amendment to the terms of this agreement.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency that relates to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies and Procedures for Juvenile Justice Alternative Education Program and exhibits hereto.

YISD INTERLOCAL SY 2022-2023
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District Arleen Parada, Board President	14521 Horizon Boulevard El Paso, TX 79928
Fabens Independent School District Ben Morales, Board President	821 NE "G" Avenue Fabens, TX 79838
San Elizario Independent School District Sandra Licon, Board President	1050 Chicken Ranch Road San Elizario, TX 79849
Socorro Independent School District David O. Morales, Board President	12440 Rojas Drive El Paso, TX 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, TX 79835
Ysleta Independent School District Cruz A. Ochoa, Board President	9600 Sims Drive El Paso, TX 79925
El Paso Independent School District Alfonso V. "Al" Valverde, Board President	6531 Boeing El Paso, Tx. 79925
Anthony Independent School District Angel J. Cuellar, Board President	840 6 th St Anthony, Tx. 79821
Canutillo Independent School District Sergio Coronado, Board President	7965 Artcraft, El Paso Tx. 79932 PO Box 100, Canutillo, Tx. 79835
El Paso Juvenile Probation Dept. Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson	500 E. San Antonio El Paso, Texas 79901

JJAEP SY 2022-2023 INTERLOCAL EXHIBIT LISTING

EXHIBIT A- MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B- JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C- JJAEP MONTHLY ACTIVITY REPORT (MAR)

EXHIBIT D- EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS

EXHIBIT E- EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F- JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G-TJJD INCIDENT REPORT FORM

EXHIBIT G-I TJJD INTERNAL INVESTIGATION REPORT FORM

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

EL PASO COUNTY JUVENILE BOARD

By: _____

Honorable Judge Yahara Lisa Gutierrez
65th District Court

Date: _____

APPROVED AS TO CONTENT:

Chief Juvenile Probation Officer, Rosie Medina

Date

7/27/2022

Assistant County Attorney

Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

FABENS INDEPENDENT SCHOOL DISTRICT

By: _____
Board Secretary

By: _____
Mr. Ben Morales, Board President

Date: _____

Date: _____



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

Maximum Class Size Exceptions

TEA: A district must submit a request for a class size exception for any classrooms in prekindergarten - fourth grade that exceed the 22 students class size limit ([Texas Education Code §25.112](#)). A district seeking an exemption must notify the commissioner and apply for the exemption not later than the later of (1) October 1; or 2) the 30th day after the first school day the district exceeds the limit. Note: class size limits do not apply to physical education classes or fine arts classes.

Class size limitations generally apply throughout the school year, with the exceptions noted below:

- Any twelve-week period selected by the district with a significant percentage of migratory children (25.112(1)), or
- The last twelve weeks of any school year for all other districts

In considering whether to grant an exception, the commissioner must find that the class size limit creates an undue hardship on the district. The commissioner will consider such things as unanticipated enrollment growth, lack of facilities, lack of teachers, or financial hardships.

Please note that an exception granted expires at the end of the school year.

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Fabens ISD will seek a class size waiver for the three Bilingual Kindergarten classes each over the limit by one student. Waiver is needed due to lack of qualified teacher. The position will remain open until a teacher is hired to reduce class sizes.

**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**MEMORANDUM OF AGREEMENT
FOR THE ESTABLISHMENT AND OPERATION OF
SCHOOL REFERRAL TO MEDIATION PROGRAM
UNDER GRANT AWARD**

This Memorandum of Agreement ("Agreement") is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Fabens Independent School District, hereinafter referred to as "FISD", regarding the responsibilities and commitments of the parties in implementing activities under a grant award

I. Purpose of Agreement

It is the purpose of this agreement to establish a cooperative and mutually beneficial relationship between the parties and to set forth the relative responsibilities of the parties insofar as they relate to a program that is the subject of an Application for Prevention Grant Funding submitted by El Paso County Juvenile Probation ("JPD") for the establishment and operation of a school referral to mediation prevention program ("Mediation Program").

II. Duration of Agreement

The Agreement will commence September 1, 2022, or upon approval of all parties, and shall be reviewed annually, remaining in full force and effect until July 31, 2023. This Agreement may be renewed for subsequent one-year terms for a maximum of two (2) years upon written agreement by the FISD and the El Paso County Juvenile Board (based on funding availability).

III. Program Description

The Mediation Program allows JPD to work with FISD and other area school districts to identify youth appropriate for either student mediation or restorative circles to resolve student-on-student conflicts or bullying, as envisioned by SB 2050 (87th Reg.). Details of the Mediation Program are described in the Application for Grant Funding attached hereto as Exhibit A and incorporated herein for all purposes. JPD and FISD agree that mediation may be carried out by one or more contractors to JPD, such as the El Paso Dispute Resolution Center ("Contractor"), with the prior written consent of FISD. Approval to participate in mediation services must be provided by Parent(s)/Guardians and students.

IV. General Provisions

It is understood by the parties that each shall fulfill its responsibilities under this agreement in accordance with the provisions of laws and regulations governing their activities. Nothing in this agreement is intended to negate or otherwise render ineffective any such provisions or operating procedures. If at any time either party is unable to perform its functions under this agreement consistent with such party's statutory and regulatory mandates, the affected party shall immediately provide written notice to the other to establish a date for mutual resolution of the conflict and/or termination of this agreement. There shall be no fees charged to FISD or FISD student participants for the mediation services.

V. Confidentiality of Shared Data

To the extent FISD is required or requested under this Agreement to share any personally identifiable information ("Personal Information") with JPD or any Contractor, the following provisions for protection of confidential information shall apply. JPD and any Contractor shall:

- a. Inform all participating FISD students and their parent of all Personal Information that is to be obtained from the student, parent, or FISD, obtain prior written consent, and maintain evidence of such consent during the term of this agreement.
- b. Keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;
- c. Use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Contractor's purposes or the benefit of anyone other than FISD, in each case, without FISD's prior written consent; and
- d. Not, directly or indirectly, disclose Personal Information to any person or entity other than its Authorized Employees/Authorized Persons (whether any subcontractors, agents, outsourcers, auditors, regulators, or third parties), without express written consent from FISD, unless and to the extent required by appropriate governmental authorities or as otherwise, to the extent expressly required, by Applicable Law, in which case, Vendor shall (i) notify FISD before such disclosure; (ii) be responsible for and remain liable to FISD for the actions and omissions of such Unauthorized Third-Party concerning the treatment of such Personal Information as if they were Contractor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of the Agreement and these Terms & Conditions relating to the treatment of Personal Information.

VI. Modification and Assignment

This agreement may be amended at any time in writing by mutual consent of all parties. The agreement may be canceled by a party upon thirty (30) days written notice to the other party, except where the cancellation is for cause (i.e., a material and significant breach of any of the provisions of this agreement). If cancellation is for cause, it may be cancelled upon delivery of written notice to the other party. This Agreement may not be assigned without written consent of all parties.

VII. Contact Representatives

Each agency shall appoint a contact person to serve as the agency's point of contact. These shall communicate as needed to ensure the success of this joint venture. The following are the individuals designated as representatives for each agency.

For JPD

Contact Person: Linda Y. Garcia
Title: Director of Intake Services
Address: 6400 Delta
El Paso, TX 79905
Telephone: (915) 849-2500
E-mail: lingarcia@epcounty.com

For FISD:

Contact Person: David Saucedo
Title: Counselor

Address: Fabens ISD
821 NE G Avenue
Fabens, Texas 79838
Telephone: (915)-765-2600

E-mail: dsauce@fabensisd.net

VIII. Authorized Signatures

It is expressly acknowledged by the Parties hereto that this agreement is not intended to grant control or right of control over any of the party's professional judgments or actions outside of this agreement. Nothing in this agreement shall be construed to create an employer/employee relationship or to allow any party to this agreement the right to exercise control or direction over the manner or method by which the other parties provide the services that are not made part of this agreement.

AGREED TO AND APPROVED BY:

ATTEST:

EL PASO COUNTY JUVENILE BOARD

By: _____
Honorable Judge Yahara Lisa Gutierrez
65th District Court

APPROVED AS TO CONTENT:

Chief Juvenile Probation Officer, Rosie Medina
Date: _____

Assistant County Attorney, JPD Legal Counsel Donnie McGilbra
Date: _____

FABENS INDEPENDENT SCHOOL DISTRICT

By: _____
Dr. Veronica Vijil,
Superintendent of Schools



**Restated and Amended
Interlocal Agreement
between El Paso County Community College District
and Fabens Independent School District
for the Operation of the Cotton Valley Early College at Fabens High School**

This Restated and Amended Interlocal Agreement is made and entered into between El Paso County Community College District (EPCC) and Fabens Independent School District (Fabens ISD) for the purpose of operating and maintaining the Cotton Valley Early College at Fabens High School (CVEC@FHS) effective as of this _____ day of _____ 2022.

1. Recitals

WHEREAS, EPCC and Fabens ISD entered into an Interlocal Agreement with an effective date of June 1, 2018, to establish CVEC@FHS so that students would have the opportunity to earn a high school diploma and a two-year Associate's Degree upon graduation from the early college high school;

WHEREAS, EPCC and Fabens ISD intend to enroll students in grades 9-12 in the CVEC@FHS and to provide the financial support necessary to do so, including all resources allowed by law, including state, local, and federal funds; and

WHEREAS, a grant from the Texas Education Agency has been used to plan the CVEC@FHS and to contribute to its success in years one through four of operation with the sustainability of the CVEC@FHS beyond that period being the responsibility of the parties to this agreement; and

WHEREAS, CVEC@FHS is located in Fabens ISD, 601 NE G Avenue, Fabens, Texas 79838, with no more than 300 students; and

WHEREAS, the goals are to reduce dropout rates, attract and better prepare students for higher education, assure students of the support necessary to be successful in college, and provide the partnering ISD students a seamless transition between high school and college; and

WHEREAS, Fabens ISD and EPCC are authorized to enter into an Interlocal Agreement pursuant to Section 791.001, Texas Government Code, and

WHEREAS, this Agreement will provide efficiencies and cost savings to Fabens ISD and EPCC and will benefit the students and taxpayers of Fabens ISD and EPCC;

Now, therefore, for and in consideration of the recitals, agreements and covenants set forth herein, the parties hereby agree as follows:

2. Mission Statement. CVEC@FHS will provide students from Fabens Middle School and surrounding communities a unique educational opportunity to attend both high school and college in a special campus environment that will challenge students to excel in their academic and personal endeavors. Students will have the opportunity to earn a high school diploma and an Associate Degree upon graduation.

3. Term. The term of this Agreement is for one (1) year commencing on _____, and concluding on May 31, 2023, unless terminated earlier pursuant to paragraph 14 hereof.

4. Definitions

A. Dual Credit are those courses for which students receive both high school and college credit and are taught in a variety of delivery modes:

- (i) At CVEC@FHS by a Fabens ISD teacher credentialed by EPCC;
- (ii) At the College campus taught by an EPCC faculty member;
- (iii) Through a distance learning course taught by an EPCC faculty member.

B. College Credit courses are those courses for which students receive College credit only; these courses do not have a high school equivalency and therefore cannot be offered for high school credit, i.e. dual credit. These courses are taught by an EPCC faculty member at the college campus or through a distance learning class.

5. Academic Plan

An academic plan developed by EPCC and Fabens ISD that enables each student to earn a high school diploma and an Associate's Degree from EPCC. College credit will be earned through College courses for dual credit and college credit courses. CVEC@FHS will administer all applicable statewide instruments under Subchapter B, Chapter 39 of the Texas Education Code. Both high school and college credit will be transcribed immediately upon a student's completion of the course.

A. Grading Periods and Policies. CVEC@FHS students will adhere to the grading periods and policies of Fabens ISD as well as the school calendar for high school credit courses, but will adhere to the grading periods and policies of EPCC for dual credit and college credit courses.

B. Courses of Study. CVEC@FHS will primarily provide courses of study which meet the requirements of the Associate of Arts Degree (Multidisciplinary) and the Distinguished Level of Achievement diploma, in the following endorsement categories: STEM, Business and Industry, Public Services, Arts and Humanities, and Multidisciplinary Studies. Additional courses of study will be approved by the campus principal and EPCC dean on an individual basis.

C. Curriculum Alignment. A curriculum framework, that enables each student the opportunity to earn a high school diploma and an Associate of Arts Degree (Multidisciplinary) within four years. The curriculum alignment will be reviewed on an annual basis by the CVEC@FHS Advisory Committee (EPCC and Fabens ISD personnel) and updates will be documented in the annual Texas Education Agency ("TEA") Early College High School ("ECHS") re-designation Application.

D. Instructional Materials. Textbooks for CVEC@FHS students will be provided by Fabens ISD. All other instructional materials for college credit courses and research activities will be provided jointly by EPCC and Fabens ISD. In all cases, Fabens ISD will provide course items that are required by instructor to include college textbooks. For dual credit courses, Fabens ISD will be responsible for all instructional items. For college credit courses only, EPCC will provide supplies/consumables typically provided as part of the curriculum.

E. Instructional Calendar. CVEC@FHS students will follow the instructional calendar for both Fabens ISD and EPCC as it relates to enrolled coursework. Students enrolled in high school only courses will attend classes on days outlined in the Fabens ISD Instructional Calendar. Students enrolled in dual credit or College credit courses will attend classes on days outlined in the EPCC Instructional Calendar.

F. Student Enrollment and Attendance Policies. CVEC@FHS students are required to meet Fabens ISD attendance requirements for all dual credit and high school courses and the EPCC instructor's attendance requirements for all college courses taught by an EPCC instructor.

6. General Roles and Responsibilities

A. EPCC. EPCC will be responsible for:

- (i) Admitting qualified students into EPCC
- (ii) Sharing in the professional development of CVEC@FHS instructors
- (iii) Sharing in the providing of college courses as appropriate and negotiated

B. Fabens ISD. Fabens ISD will be responsible for:

- (i) Recruiting students
- (ii) Providing a dedicated space at 601 NE G Avenue, Fabens, Texas 79838
- (iii) Hiring and supervising staff;
- (iv) Operating and managing the school;

C. JOINT RESPONSIBILITIES. EPCC and Fabens ISD will be responsible for:

- (i) Aligning the high school and college courses
- (ii) Sharing in the scheduling of college courses for CVEC@FHS
- (iii) Advising students throughout their collegiate academic experience

7. Staffing

All staff for the CVEC@FHS shall be employees of Fabens ISD. CVEC@FHS staff will be under the jurisdiction of Fabens ISD and will be subject to its personnel policies. Fabens ISD shall pay all salaries and provide benefits. EPCC shall have no responsibility to compensate or provide benefits to any of the staff of CVEC@FHS. Staff for CVEC@FHS will be hired by Fabens ISD over a five (5) year period beginning with the planning year.

Once CVEC@FHS Program is fully staffed for 300 students, the following staff is recommended:

Principal/Director
Dean of Students or Counselor
Enough certified/credentialed teachers to maintain 25 students per class
Nurse
Secretary
Clerk
Security Guard

Teacher Aide
Two Custodians

The staffing will allow for a limit of twenty-five students per class. Some staff may need to be on a part-time basis to better accommodate the needs of the students. When appropriate and necessary, teachers from Fabens High School who have been credentialed by EPCC, may teach needed sections at CVEC@FHS on a shared basis.

Once the degree plan has been approved by the EPCC counselor assigned to CVEC@FHS, the CVEC@FHS counselor will be responsible for overseeing every CVEC@FHS student's degree plan requirements.

The EPCC dean designated as the CVEC@FHS administrative liaison will serve on the hiring committees for CVEC@FHS administrative positions.

EPCC discipline faculty will serve on the CVEC@FHS teacher hiring committees. For those areas in which onsite dual credit classes will be offered, the CVEC@FHS will hire teachers who meet EPCC credentialing requirements. College courses for dual credit can only be taught by qualified instructors credentialed by EPCC. All applicants must follow and meet Fabens ISD hiring procedures and requirements.

In the event EPCC provides the instructor, cost sharing will be done according to the most recent Dual Credit partnership agreement.

8. Use of Facilities

A. Buildings and Site. Fabens ISD houses the CVEC@FHS in a dedicated space located in a stand-alone facility in the district. The space will include core learning classrooms as well as administrative and student support areas. As the number of students increase, additional space will be provided to meet these needs. All core CVEC@FHS classes will be located in dedicated and contiguous space as the school grows.

B. Use of Facilities. Fabens ISD shall use the facilities primarily for the CVEC@FHS. EPCC will have use of the facilities during times when they are not in use by the high school. EPCC will provide one week's notice prior to using CVEC@FHS facilities.

C. Maintenance. CVEC@FHS shall provide grounds maintenance at its expense. CVEC@FHS shall provide maintenance of all of the buildings at its cost. CVEC@FHS will provide custodial staff to clean and maintain the buildings. CVEC@FHS will provide janitorial services as a courtesy.

D. Utilities. Fabens ISD shall provide and pay for all utilities used by the CVEC@FHS including electricity, water, sewer and gas. CVEC@FHS shall provide and pay for all communications facilities including telephone, email and computer networks.

E. Insurance. Fabens ISD shall insure the CVEC@FHS buildings under its property insurance policies against all casualty loss. In the event of casualty loss of all or any part of the buildings, the owner of the building shall be responsible for rebuilding or repair caused by the casualty loss.

F. Safety and Health.

In case of a health emergency on the CVEC@FHS campus, Fabens ISD Emergency Operations Plan will be followed. If the health emergency occurs on a EPCC campus, EPCC police will be the first responder but will not be responsible for providing non-life threatening health care for any CVEC@FHS student. It is Fabens ISD's responsibility to ensure nursing staff hold the necessary credentials.

9. Student Services

- A. Student Services Provided by Fabens ISD.** Except as expressly set forth herein, Fabens ISD shall provide student services for the students in CVEC@FHS, including, health services, counseling services, tutorial services, transportation, food service, high school books teaching materials, and college textbooks (see Section 5.D.). By July 1 of each year, Fabens ISD will submit all graduated seniors' final high school transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.
- B. Student Services Provided by EPCC.** In addition to on-site resources provided by Fabens ISD at CVEC@FHS, CVEC@FHS students will be issued an EPCC ID and will have open access to EPCC's online library databases, materials, and resources. EPCC will provide designated CVEC@FHS librarians with appropriate log-ins to access EPCC Library resources. EPCC librarians will provide training to CVEC@FHS librarians on available EPCC resources. CVEC@FHS students will have access to on-campus EPCC tutoring centers, Academic Computer Services labs, and libraries. CVEC@FHS students will have access to all EPCC student services and privileges, including participation in student government and student clubs. Upon mutual agreement, EPCC will conduct enrollment registration for all qualified students who have met all requirements and have requested enrollment in dual credit courses and college credit courses. A fee of \$150 will be assessed for each student enrolled after EPCC's Census Date when it is determined that the student or CVEC@FHS was responsible for not meeting that deadline.
- C. Codes of Conduct.** CVEC@FHS students will adhere to all the requirements of Fabens ISD Code of Conduct and state law applicable to public school students. Students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between Fabens ISD Code of Conduct and the EPCC Code of Conduct, Fabens ISD Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be used.
- D. Transportation.** Transportation will be at the discretion of Fabens ISD and not the responsibility of EPCC. Fabens ISD will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms. Fabens ISD will provide round-trip transportation for students from CVEC@FHS to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Professional Development Staff

Fabens ISD shall be responsible for professional development of all full-time and part-time staff assigned to CVEC@FHS, including staff development aimed at working with at-risk students and technology. CVEC@FHS faculty will participate in the professional development activities of EPCC, Educate Texas,

and the agency designated by the Texas Education Agency (TEA) to provide ECHS leadership coaching and technical assistance.

11. Enrollment in College Courses

- A. Placement Exams.** As a prerequisite to enrollment in college courses, each student shall apply for and be admitted to EPCC and shall have successfully completed appropriate placement exams. EPCC shall provide materials, support and guidance to assist students in the application process and taking of placement exams. Students with disabilities needing accommodations should contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with the CSD Counselor. The placement exam will be administered at the high school with EPCC CSD approved accommodations.
- B. Prerequisites.** CVEC@FHS students must meet the prerequisite for any college course they register for; no waivers for such prerequisites will be granted. A course designated as dual credit may not be open to students who have not yet met the prerequisite for such course; students who have not met the prerequisite may not be in attendance in the same classroom.
- C. Degree Plans.** CVEC@FHS students will only take college credit courses that apply towards their EPCC degree plan or the degree plan of the transferring institution they have selected. This applies whether classes are taught at CVEC@FHS or at the EPCC campus. CVEC@FHS students will be advised on the transferability of all college credit offered and earned.
- D. State Assessment Testing.** The CVEC@FHS Principal will be responsible for informing the EPCC Dean of Dual Credit and Early College High Schools of all state assessment testing dates. CVEC@FHS students will be responsible for informing EPCC faculty of their state assessment dates and for ensuring that missed work is completed.
- E. High School Graduation.** Upon high school graduation, CVEC@FHS students who have not yet graduated with an Associate's Degree may continue to pursue their degree at EPCC but will assume all financial responsibility.
- F. College Graduation.** After CVEC@FHS students graduate with their Associate's Degree, they may continue to take college courses at EPCC but will assume all financial costs.
- G. EPCC Dual Credit Policy and Procedures.** In all cases, dual credit courses will adhere to EPCC's College Procedure 6.00.01.30, *High School Dual Credit Program Requirements*.
- H. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973.** To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, Fabens ISD and EPCC agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by Fabens ISD. Accommodations for special education

students enrolled in dual credit and college courses must adhere to EPCC's accommodations policy.

12. College Curriculum

EPCC will have full control over faculty assignments, faculty credentials and faculty evaluations to include classroom observations, student evaluations, and composite evaluations for all dual credit sections as it pertains to college courses. EPCC will have full control over the college curriculum, EPCC Student Learning Outcomes, and college textbook selection. EPCC will have full control over the college syllabi. EPCC Student Learning Outcomes will be assessed in courses awarding EPCC credit. EPCC General Education Outcomes and Competencies/Core Curriculum will be assessed according to EPCC's assessment design. EPCC will not provide classes that only meet the high school requirements. CVEC@FHS teachers will comply with any Student Learning Outcomes assessments and interventions as required by the college disciplines.

13. Fees, Tuition, and Testing Fees for College Courses

EPCC shall waive tuition and fees for college credit courses for each CVEC@FHS student enrolled in such courses, provided however that such courses are related to that student's official course of study. CVEC@FHS will also fund placement testing fees.

14. Renewal or Termination

Upon completion of the initial term of this Agreement, it shall be automatically renewed for successive terms of one (1) year each unless either party shall give notice of nonrenewal at least ninety (90) days prior to the end of the initial term or ninety (90) days prior to the end of any renewal term. Notwithstanding the foregoing, either party shall have the right to terminate this Agreement with or without cause at any time during the initial term upon written notice to the other party. In the event of termination during the initial term of this Agreement, the effective date of termination shall be as of June 30 following the notice. It is the intent of the parties that no termination shall be made during the middle of the school year which will disrupt the academic progress for the students of CVEC@FHS, unless the parties mutually agree. In the event of termination, CVEC@FHS will continue operation through the 11th grade cohort's scheduled graduation from CVEC@FHS. Services to enrolled 9th and 10th grade students may be continued through graduation of those cohorts by agreement. While in the process of discontinuing operation, CVEC@FHS may not enroll any additional students in grades that have been phased out but will continue to meet all the required design elements and provide appropriate support for all students enrolled in the school.

15. Recruitment, Selection and Retention of Students

To secure the broadest applicant pool possible, the CVEC@FHS will recruit qualified eighth grade students from Fabens Middle School and surrounding communities beginning in December of each year. A recruitment team comprised of the CVEC@FHS Principal and on-site CVEC@FHS staff will lead this effort. This process will include the following activities:

- a. Creation and maintenance of a CVEC@FHS web site that provides recruitment and admission information;

- b. Distribution of recruitment/admission packets to Fabens Middle school students and made available for open-enrollment students from surrounding communities;
- c. Meetings with middle school counselor to introduce and explain the concept of the ECHS;
- d. Student/parent meetings at Fabens Middle School, as well as open-enrollment parent information nights to explain the opportunities available and the commitment required of CVEC@FHS students; and
- e. Presentation of recruitment and admission information in a bilingual mode.
- f. The content of any publication bearing both names will be jointly approved and shall follow EPCC and Fabens ISD procedures.

Admission to the CVEC@FHS be open to up to 75 students for each cohort year from Fabens ISD, as well as prospective open-enrollment students from surrounding communities. Criteria for admission to the ECHS will allow all interested 8th grade students to apply. The majority of the students accepted to the ECHS will include those who are at risk of dropping out of high school, first-generation college-goers, low-income students, and/or English language learners. Should the number of qualified students wishing to attend exceed available spaces, admission will be done through a blind lottery process from the students who meet the minimum qualifying criteria. When selected, open-enrollment students will be required to transfer to Fabens ISD and provide their own transportation to the ECHS. Students will also have the rights and responsibilities defined in the EPCC Student Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures.

Violation of Fabens ISD Code of Conduct, or the EPCC Code of Conduct and/or violations of attendance, or any other state laws which are applicable to public school students may result in the loss of the privilege of attending CVEC@FHS. In the event of any inconsistency between the Fabens ISD Student Code of Conduct and the EPCC Student Code of Conduct, the Fabens ISD Student Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be administered. Any violation that results in placement in a district alternative education placement, (DAEP), will result in the loss of the student's privilege of attending CVEC@FHS, in addition, the student will be returned to the student's home-district high school (district of residency).

16. Marketing and Co-branding

CVEC@FHS is a strong and beneficial partnership between Fabens ISD and EPCC and will be cobranded accordingly. EPCC and CVEC@FHS logos will appear jointly and prominently on all media/marketing materials, school marquees, verbal and non-verbal messaging and anywhere else the program is visible. The logos must be of the same size and in high-profile locations. Fabens ISD and CVEC@FHS will state "CVEC@FHS is a partnership between EPCC and Fabens ISD" when speaking, presenting, or discussing the initiative as well as in all written materials, including but not limited to: news releases, website content, promotional materials, social media or other content. Signage, banners and other displays should prominently demonstrate the partnership and should include EPCC and its logo. These materials will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Office of the Vice President of Instruction and Workforce Education. The EPCC logo, banner, or flag will be displayed in each classroom used to teach CVEC@FHS students.

17. Collecting and Sharing Data

Fabens ISD and EPCC agree to collect data associated with CVEC@FHS required for reporting purposes and to share the data with the appropriate agencies as needed for internal purposes for use by either entity. Fabens ISD and EPCC Research and Accountability Division will be the primary point of contact for all

data collection for their respective institutions. In addition, Fabens ISD and EPCC agree to share any data required for the successful completion of the CVEC@FHS students' graduation plans. When applicable, EPCC's Institutional Review Board (IRB) will be conferred with when requesting and sharing data. When selected, CVEC@FHS will participate in instruction success and facility satisfaction surveys and other local or national surveys administered to EPCC students. Fabens ISD and EPCC will collect and review the following aggregated/disaggregated data: number of credit hours taken and earned; GPAs; state assessment results; SAT/ACT, PSAT; TSI readiness by grade level; qualifications of CVEC@FHS staff; and location(s) where courses are taught. Provisions for implementing program improvements will be based on the collection, review, and sharing of the following data: EPCC data; Fabens ISD data; high school grade point average, high school percentile, high school ranking; articulation of high school students in four-year colleges/universities and level of entry and enrollment/retention rates; and leaver codes and attrition rates, by grade level; and other data relevant to student academic achievement.

FERPA: For purposes of this Interlocal Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), EPCC hereby designates Fabens ISD as a college official with a legitimate educational interest in the educational records of the students who participate in the Early College High School Program to the extent that access to the records are required by Fabens ISD to carry out the Program; and Fabens ISD hereby designates EPCC as a school official with a legitimate educational interest in the educational records of the Students who participate in the Early College High School Program to the extent that access to the records are required by EPCC to carry out the Program. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.

18. Advisory Committee

An Advisory Committee comprised of representatives of the EPCC and Fabens ISD will meet at least quarterly to facilitate communication, to evaluate instructional and programmatic activities, to identify issues and challenges and make recommendations, and to enhance collaboration. The Advisory Committee shall periodically make reports to their respective boards or appropriate administrators. Specifically, the advisory will meet in order to:

- a. Develop and implement academic and professional policy;
- b. Develop and implement budgets and financial policy;
- c. Provide input regarding hiring and evaluating the performance of the ECHS Director/Principal;
- d. Supervise annual evaluation of the program and effectiveness of the collaboration;
- e. Ensure adherence to state and federal regulations;
- f. Review, annually, the MOU and/or articulation agreements and to suggest revisions as necessary;
- g. Review and approve staffing and master schedule.

Members of the Advisory Committee may include: EPCC Vice President of Instruction and Workforce Education, EPCC Vice President of Student and Enrollment Services, EPCC Dual Credit and Early College High Schools (DC/ECHS) Associate Director (Student Services), EPCC Executive Director of Admissions and Registrar, EPCC MDP Instructional Programs and Campus Dean, EPCC Dean of DC/ECHS, EPCC ECHS Counseling Coordinator, EPCC Counselor, the EPCC President, CVEC@FHS

Principal, Fabens ISD Superintendent, and others as invited to participate, including parent and student representatives.

19. Early College High School Leadership Council

Representatives from the Advisory Committee in addition to EPCC and Fabens ISD senior administrators will be members of the Early College High School Leadership Council (ECHSLC). The purpose of the Early College High School Leadership Council is to provide a forum for the discussion of topics and issues of common interest and concern across all El Paso area Early College High Schools. Additionally, when appropriate, the Council will facilitate the coordination of activities and events (such as joint professional development) across the schools. Members of the Council may include the EPCC President, EPCC Vice President of Instruction and Workforce Education, and EPCC Vice President of Student and Enrollment Services, ECHS Principals, District Office Liaisons, EPCC Campus Deans, EPCC Faculty Liaisons, TEA liaison, and appropriate UTEP administrators. It is firmly believed that this new management and organizational tool will enhance the operation of the high schools and ensure consistency in operation, while still allowing for the individuality of each Early College High School. This group will meet quarterly.

20. Liability of EPCC and Fabens ISD

This Agreement is not intended to alter or reallocate any defense or immunity presently authorized by law, or to create or transfer any liability arising under the law. Fabens ISD and EPCC shall each bear any liability or risk of loss for claims arising from the acts or omissions of their respective employees and agents. Each party agrees that it shall be responsible for its own officers, agents and employees who are performing duties under this Agreement to the extent required by applicable law, and neither shall be liable or responsible for the acts or omissions of the other's officers, agents or employees. For purposes of responsibility and liability for any claims by students, said students shall be considered to be students of the school district in which they are enrolled. Fabens ISD and EPCC expressly maintain all rights of governmental immunity or sovereign immunity from litigation or liability, to the extent provided by applicable law.

21. Miscellaneous

- A. **Integrated Agreement.** This Agreement constitutes the entire agreement of the parties respecting the subject matter described herein and supersedes all prior agreements or understandings, whether written or oral.
- B. **Notices.** Any notice authorized or required to be given under this Agreement shall be delivered or sent to the parties at the following addresses:

El Paso Community College	Fabens Independent School District
P.O. Box 20500	821 NE "G" Avenue
El Paso, TX 79998	Fabens, TX 79838
Attn: President	Attn: Superintendent
- C. **Compliance with Laws and Regulations.** The parties shall comply with all applicable local, state, and federal laws, ordinances, regulations, and orders.
- D. **Governing Law.** This Agreement shall be governed in all respects in accordance with the laws of the State of Texas, and shall be performable in El Paso County, Texas.

- E. **Assignment Prohibited.** This Agreement, its rights, duties and responsibilities, may not be assigned without the prior written agreement of the parties.
- F. **Counterparts.** This Agreement is being executed in multiple counterparts, each of which shall constitute an original and all of which together shall constitute but one and the same instrument.

Signed and approved effective as of the date shown above.

EPCC:
EL PASO COUNTY COMMUNITY COLLEGE
DISTRICT

By: _____
William Serrata, Ph.D., President

Approved as to form:

EPCC General Counsel

Fabens ISD:
Fabens Independent School District

By: _____
Veronica Vijil, Ed.D., Superintendent

By: _____
Ben Morales, President – Board of Trustees

Approved as to form:

Fabens ISD General Counsel



Crosswalk

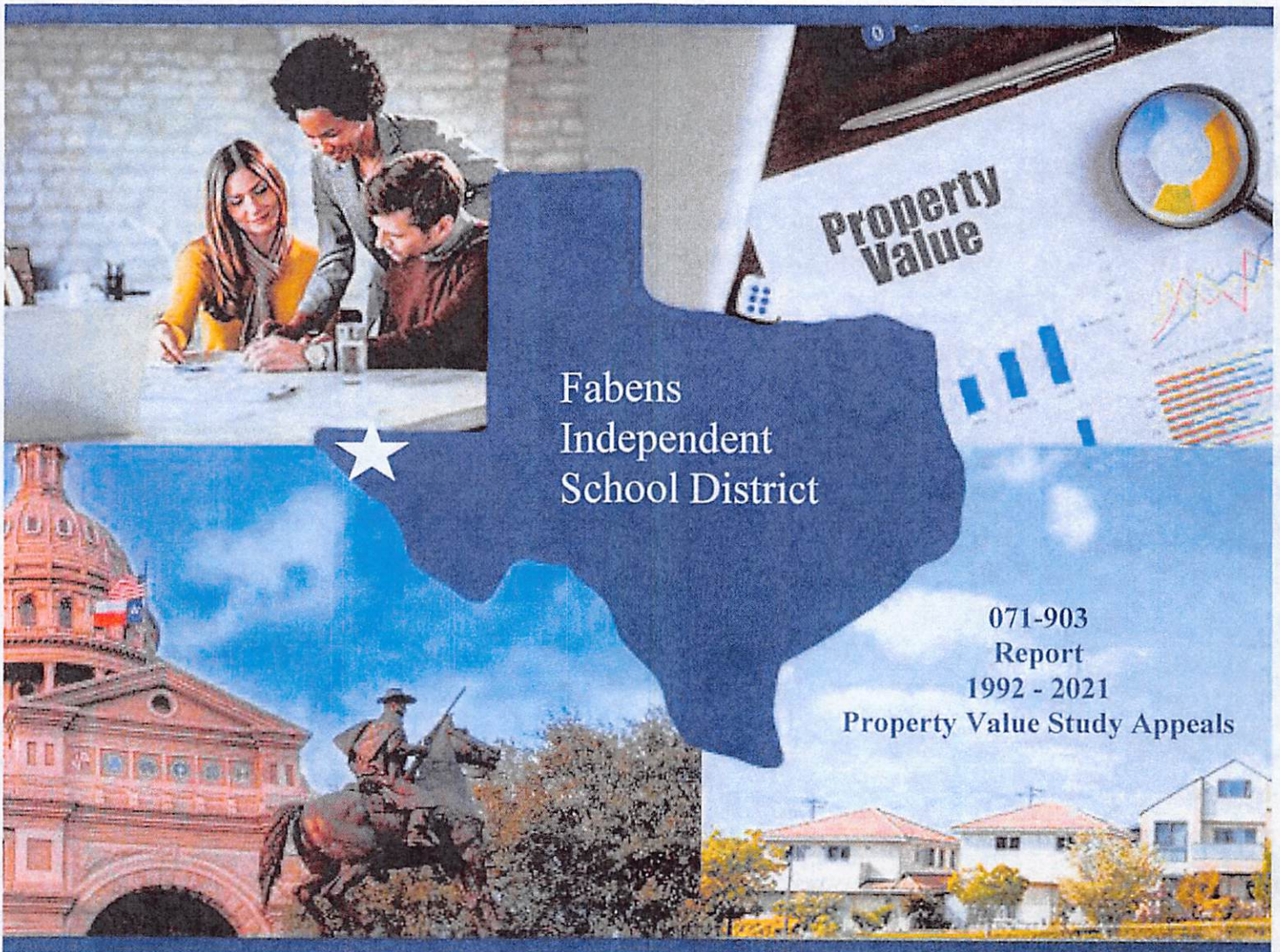


9th Grade High School			
9th Grade	Credit	EPCC Course	Credits
Biology Dual	1	BIOL 1306/1106	4
Biology Dual	1	BIOL 1307/1107	4
P/AP Algebra 1 or P/AP Algebra 2	1		
P/AP World Geography	1		
P/AP English 1	1		
Foreign Language 1	1		
Speech DC or Health	0.5	SPCH 1321	3
Learning Frameworks	0.5	EDUC 1300	3
PE	1		
Total Credits	8		14
9th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Speech DC (Optional and if not taken in 9th)	0.5	SPCH 1321	3
10th Grade High School			
10th Grade	Credit	EPCC Course	Credits
P/AP Chemistry	1		
P/AP English 2	1		
P/AP Algebra 2 or P/AP Geometry	1		
AP World History	1		
Foreign Language 2	1		
Economics or (Endorsement Requirement) DC	0.5	ECON 2301 or 1 class EPCC Core Component #8 that applies FOS	3
TSI Writing	0.5		
Government	1	GOVT 2305/GOVT 2306	6
TSI Math	1		
Total Credits	8		9
10th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	Core requirement/FOS	3
Elective Credit DC (Optional)	0.5	Core requirement/FOS	3
Total Credits	1		6
11th Grade High School			
11th Grade	Credit	EPCC Course	Credits
AP Physics 1	1		
English 3	1	ENGL 1301/1302	6
P/AP Geometry or Dual Pre-Calculus	1	MATH 1314/Math 2412 (Elective)	7
US History	1	HIST 1301/HIST 1302	6
Fine Art	1	ARTS 1301 OR MUSI 1306	3
Student Elective	1		
Student Elective	1		
Student Elective	1		
TSI Mathematics	0		
TSI Writing	0		
Total Credits	8		22
11th Grade High School: Summer			
Summer	Credit	EPCC Course	Credits
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Elective Credit DC (Optional)	0.5	EPCC FOS	3
Total Credits	1		6
12th Grade High School			
12th Grade	Credit	EPCC Course	Credits
Science 4	1	ASTR 1303/1304	6
English 4 (DUAL)	1	ENGL 2322 or ENGL 2323	3
Pre-Calculus DUAL or 5t Year Math DUAL	1	MATH 1314/Math 2412 or 2413/2314 or FOS classes	7
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Student Elective	1		
Total Credits	8		10
Total HS Credits	33	Total EPCC Credits	61

2022



Property Value Study Appeals Services



Fabens
Independent
School District

071-903
Report
1992 - 2021
Property Value Study Appeals

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
1517 WEST FRONT STREET
SUITE 202
TYLER, TEXAS 75702
512/447-6675 EXT. 3804

September 21, 2022

Board of Trustees
Fabens Independent School District
P.O. Box 697
Fabens, TX 79838

Dear Trustee:

Linebarger Goggan Blair & Sampson, LLP appreciate the opportunity to report changes made as a result of our 1992 to 2021 Property Value Study appeals. Due to our 2021 Property Value Study appeal, Fabens Independent School District received a value reduction of **\$2,589,173** from the Comptroller's preliminary value estimate. This reduction should provide approximately **\$63,000** additional state aid for the 2021-2022 funding year. Our appeals for the 1992 to 2021 studies have resulted in total value reductions of **\$59,516,824** and approximately **\$1,367,300** in additional state aid.

We appreciate your review of our report and the opportunity to continue providing appeal services to the district for the 2022 Property Value Study. While the Comptroller has not released results of the 2022 study, they have been gathering data since January 2022. We will begin our preliminary review of the Comptroller's study and gather the evidence necessary to file an effective appeal to ensure the district qualifies for its full fair share of state aid based on its actual taxable wealth.

Services are provided on a contingent fee, so that the district incurs no fee unless it realizes a gain in state aid. Our fee is payable once the district actually receives its state aid payments. I would be pleased to present our report in person and to answer any questions you may have.

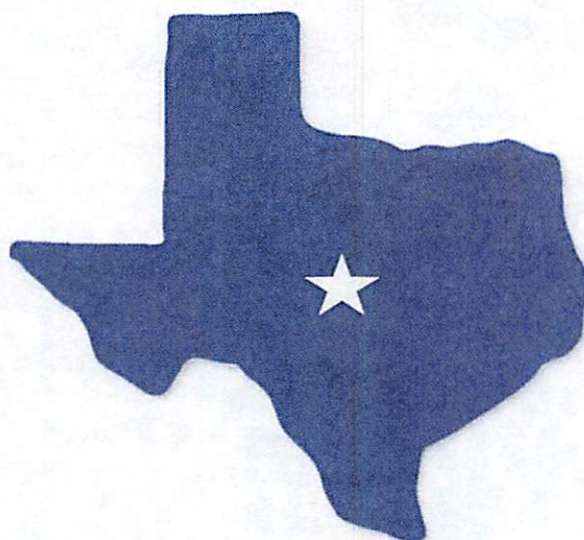
Sincerely,



Robby Harbuck, RPA
Director
Property Value Study Appeals Division

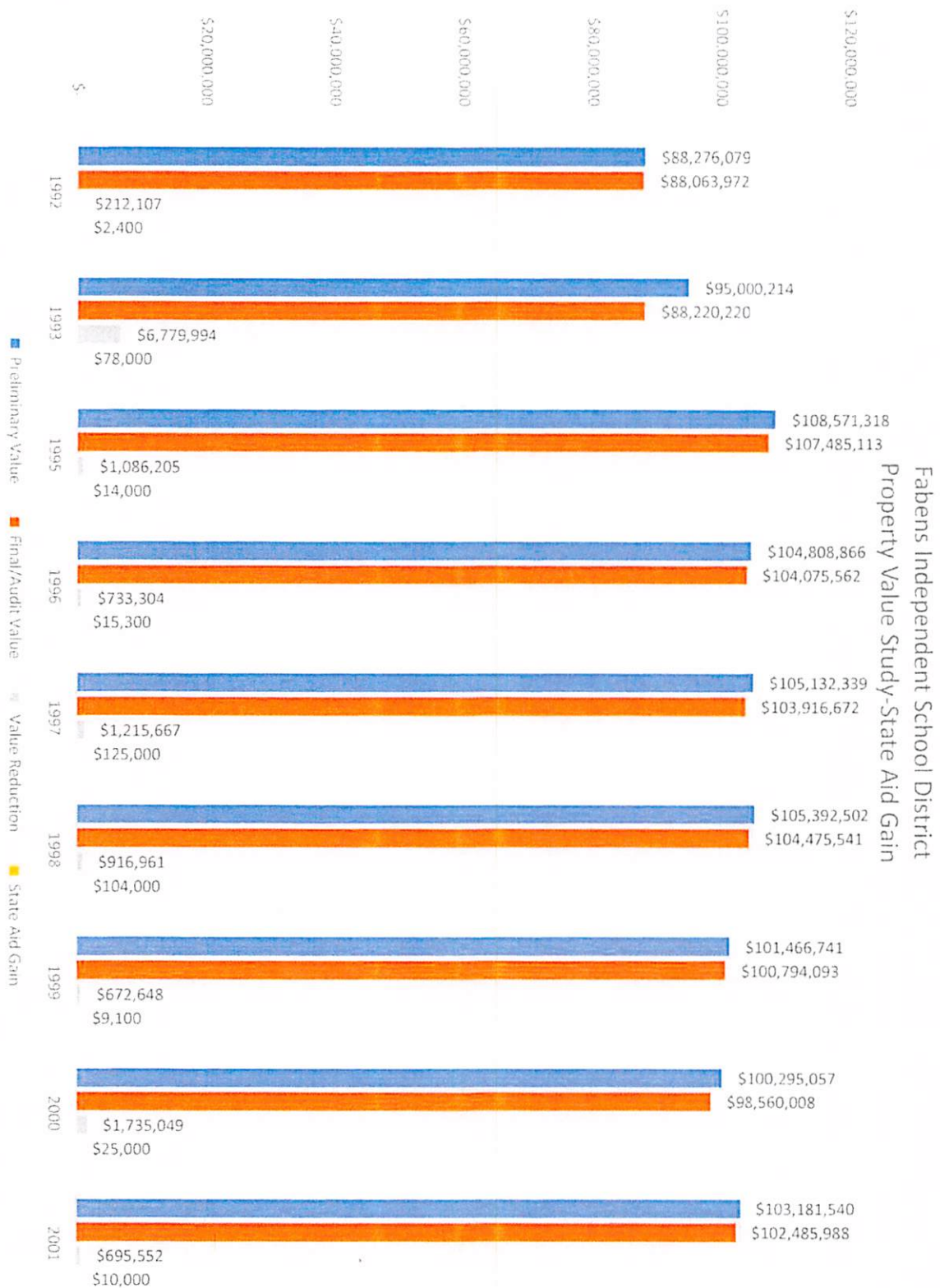
CC: Carmen Perez, LGB&S
Jose Padilla, LGB&S
David Flores, LGB&S

Section I

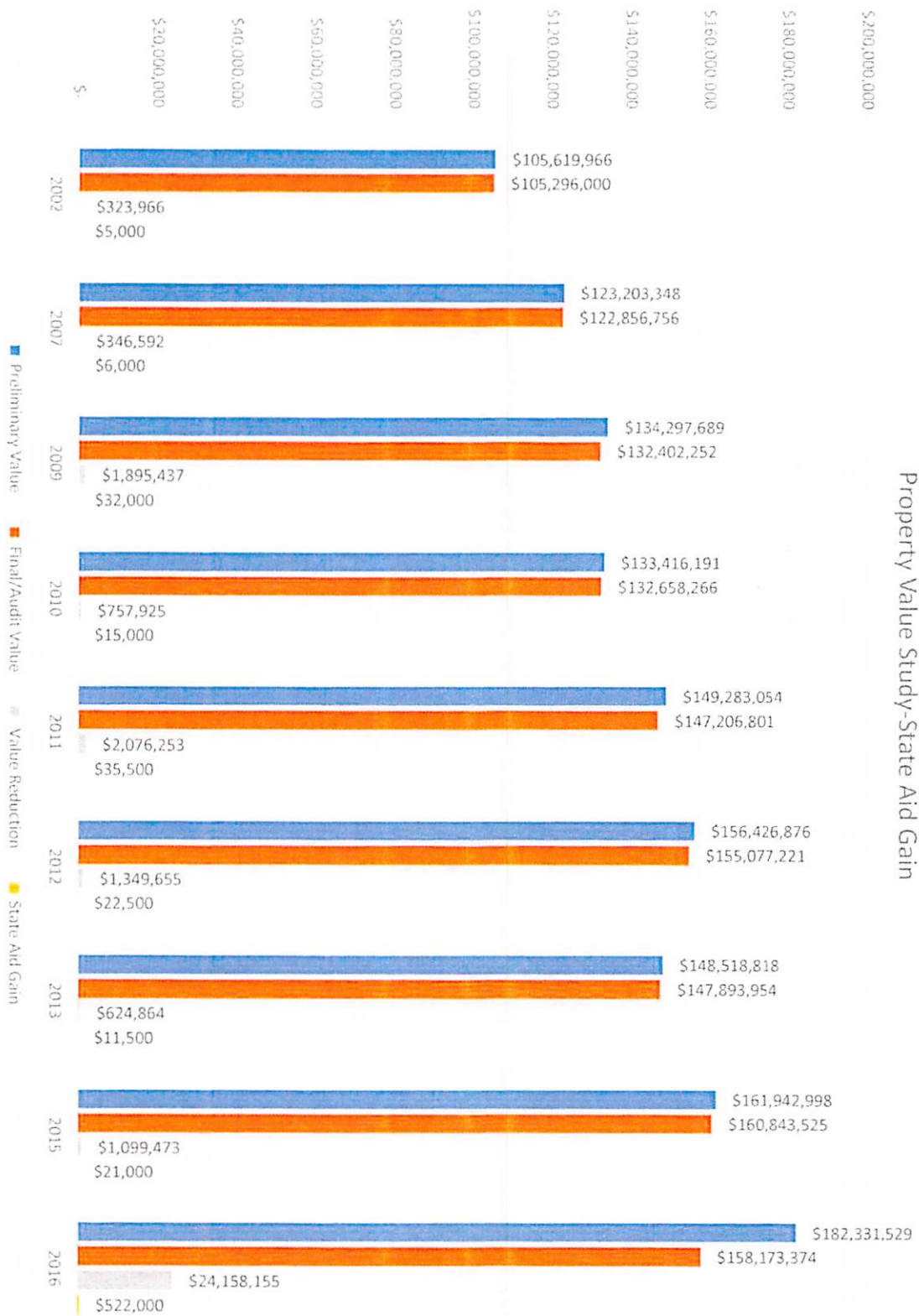


1993-2022 State Aid Information
071-903
Fabens Independent School District

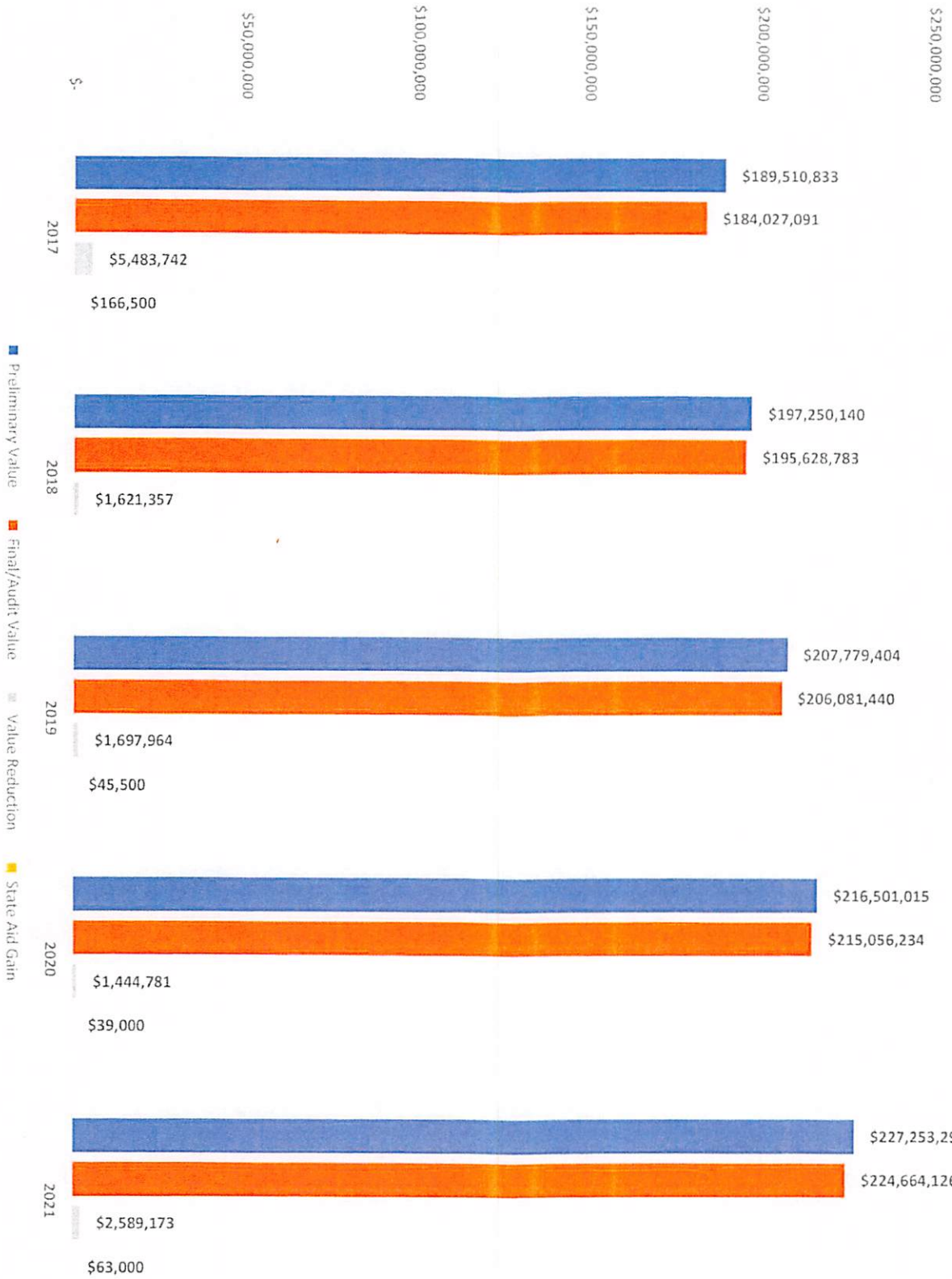
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2021 PVS Final Summary Worksheet	8



Fabens Independent School District Property Value Study-State Aid Gain



Fabens Independent School District Property Value Study - State Aid Gain



School District	Fabens ISD
County/ISD Number/CAD	071-903

Prior Year Tax Collections & PVS	
2020/2021 I&S Tax Collections	\$608,094
2020/2021 IFA Local Share Bonded Debt	\$511,213
2020/2021 I&S Existing Debt Tax Collections	\$96,881
2020 CPTD Adjusted Property Value	
	\$215,056,234
Current LFA and Tier II Rates	
2021/2022 Maximum Compressed Rate	\$0.891200
2021/2022 Rate - Tier II - Level 1	\$0.069700
2021/2022 Collections - Tier II - Level 1	\$158,496
2021/2022 Rate - Tier II - Level 2	\$0.050800
2021/2022 Collections - Tier II - Level 2	\$115,504

Student Attendance & Wealth Per WADA	
2021/2022 Weighted ADA	2,886.9350
2021/2022 ADA (Existing Debt Allotment)	1,819.4060
2021/2022 ADA (Instructional Facilities Allotment)	1,819.4060
Average Wealth per WADA Preliminary PVS	\$78,718
Average Wealth per WADA Final PVS	\$77,821

Tier I Local Fund Assignment - Preliminary PVS	
2021/2022 Local Fund Assignment (LFA)	\$2,025,281

Tier II Guaranteed Yield - Preliminary PVS	
2021/2022 Tier II State Funding (GYA) - Level 1	\$1,824,823
Actual Tier II Rate (DTR) - Level 1	\$0.069700
Tier II Local Revenue - Level 1	\$158,396
2021/2022 Tier II State Funding (GYA) - Level 2	\$607,278
Actual Tier II Rate (DTR) - Level 2	\$0.050800
Tier II Local Revenue - Level 2	\$115,445

Existing Debt Allotment Entitlement - Preliminary PVS	
2021/2022 Existing Debt Allotment (EDA)	\$401,909
2020-2021 Existing Debt Rate (EDTR)	\$0.08030
2021/2022 Existing Debt Rate (EDTR)	\$0.08328
Limited Existing Debt Rate (EDTR)	\$0.08030

Instructional Facilities Allotment Entitlement - Preliminary PVS	
2021/2022 Instructional Facilities Allotment (FYA)	\$1,044,716
Limitation on Assistance	\$1,624,429
Bond Tax Rate (BTR)	\$12.49052

2021 CPTD Property Value Study Information	
2021 CPTD PVS Preliminary Taxable Value (DPV)	\$227,253,299
2021 CPTD PVS Final Taxable Value (DPV)	\$224,664,126
2021 CPTD PVS Taxable Value Reduction	\$2,589,173

2021 Property Value Study - State Aid Gained Analysis Worksheet	
*For Preliminary State Aid Estimation Purposes Only	

Current Year Tax Collections	
2021/2022 Adopted M&O Tax Rate	\$1.029500
2021/2022 M&O Estimated Taxes @ Adopted Rate	\$2,039,648
2021/2022 Local Revenue at Compressed Rate	\$1,765,648
2021/2022 Existing Debt Service For Eligible Bonds	\$606,106
2021/2022 Preliminary PVS Existing Debt Service Local Share	\$204,197
2021/2022 Final PVS Existing Debt Service Local Share	\$202,118
2021/2022 Instructional Facilities Eligible Debt Service	\$1,624,429
2021/2022 Preliminary PVS Instructional Facilities Local Share	\$579,713
2021/2022 Final PVS Instructional Facilities Local Share	\$573,108
2021/2022 Total State Aid + Local Revenue	\$16,556,491

School Finance Funding Rates	
2021/2022 Tier II Rate (GL) - Level 1	\$98.56
2021/2022 Tier II Rate (GL) - Level 2	\$49.28
2021/2022 Existing Debt Guaranteed Level (EDGL)	\$40.00
2021/2022 Instructional Facilities Guaranteed Level (FYL)	\$35.00
2021/2022 Tier I State Aid	\$14,790,843

Tier I Local Fund Assignment - Final PVS	
2021/2022 Local Fund Assignment (LFA)	\$2,002,207

Tier II Guaranteed Yield - Final PVS	
2021/2022 Tier II State Funding (GYA) - Level 1	\$1,847,593
Actual Tier II Rate (DTR) - Level 1	\$0.070500
Tier II Local Revenue - Level 1	\$158,388
2021/2022 Tier II State Funding (GYA) - Level 2	\$615,781
Actual Tier II Rate (DTR) - Level 2	\$0.051400
Tier II Local Revenue - Level 2	\$115,477

Existing Debt Allotment Entitlement - Final PVS	
2021/2022 Existing Debt Allotment (EDA)	\$403,988
2020-2021 Existing Debt Rate (EDTR)	\$0.08030
2021/2022 Existing Debt Rate (EDTR)	\$0.08328
Limited Existing Debt Rate (EDTR)	\$0.08030

Instructional Facilities Allotment Entitlement - Final PVS	
2021/2022 Instructional Facilities Allotment (FYA)	\$1,051,321
Limitation on Assistance	\$1,624,429
Bond Tax Rate (BTR)	\$12.34821

2021/2022 State Aid Gained - Final PVS	
2021/2022 Tier I Local Fund Assignment Reduction	\$23,075
2021/2022 Tier II Guaranteed Yield State Aid Gained	\$31,274
2021/2022 Existing Debt Allotment Entitlement Gained	\$2,079
2021/2022 Instructional Facilities Allotment Entitlement Gained	\$6,605
2021/2022 Total State Aid Gained	\$63,032

COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 ISD SUMMARY WORKSHEET

071-EI Paso /EI Paso County

071-903-02/Fabens ISD

CATEGORY	LOCAL TAX ROLL VALUE	2021 WTD MEAN RATIO	2021 PTAD VALUE ESTIMATE	2021 VALUE ASSIGNED
A - SINGLE-FAMILY	151,428,503	N/A	151,428,503	151,428,503
B - MULTIFAMILY	7,051,113	N/A	7,051,113	7,051,113
C1 - VACANT LOTS	3,747,572	N/A	3,747,572	3,747,572
C2 - COLONIA LOTS	5,710	N/A	5,710	5,710
D1 ACRES - QUALIFIED OPEN- SPACE LAND	12,595,688	N/A	12,595,688	12,595,688
D2 - FARM & RANCH IMP	1,073,605	N/A	1,073,605	1,073,605
E - NON-AG LAND AND IMPROVEMENTS	28,208,919	N/A	28,208,919	28,208,919
F1 - COMMERCIAL REAL	26,208,416	N/A	26,208,416	26,208,416
F2 - INDUSTRIAL REAL	4,683,001	N/A	4,683,001	4,683,001
G - ALL MINERALS	0	N/A	0	0
J - ALL UTILITIES	29,149,096	N/A	29,149,096	29,149,096
L1 - COMMERCIAL PERSONAL	32,301,310	N/A	32,301,310	32,301,310
L2 - INDUSTRIAL PERSONAL	387,460	N/A	387,460	387,460
M1 - MOBILE HOMES	12,338,355	N/A	12,338,355	12,338,355
N - INTANGIBLE PERSONAL PROPERTY	0	N/A	0	0
O - RESIDENTIAL INVENTORY	405,461	N/A	405,461	405,461
S - SPECIAL INVENTORY	13,942	N/A	13,942	13,942
SUBTOTAL	309,598,151		309,598,151	309,598,151
LESS TOTAL DEDUCTIONS	82,344,852		82,344,852	82,344,852
TOTAL TAXABLE VALUE	227,253,299		227,253,299	227,253,299

THE TAXABLE VALUES SHOWN HERE WILL NOT MATCH THE VALUES REPORTED BY YOUR APPRAISAL DISTRICT

SEE THE ISD DEDUCTION REPORT FOR A BREAKDOWN OF DEDUCTION VALUES

GOVERNMENT CODE SUBSECTIONS 403.302 (J) AND (K) REQUIRE THE COMPTROLLER TO CERTIFY ALTERNATIVE MEASURES OF SCHOOL DISTRICT WEALTH. THESE MEASURES ARE REPORTED FOR TAXABLE VALUES FOR MAINTENANCE AND OPERATIONS (M&O) TAX PURPOSES AND FOR INTEREST AND SINKING FUND (I&S) TAX PURPOSES. FOR DISTRICTS THAT HAVE NOT ENTERED INTO VALUE LIMITATION AGREEMENTS, T1 THROUGH T4 WILL BE THE SAME AS T7 THROUGH T10.

VALUE TAXABLE FOR M&O PURPOSES

T1	T2	T3	T4
236,187,962	227,253,299	236,187,962	227,253,299
	LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION		50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION
	8,934,663		0

T1 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES BEFORE THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION

T2 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES AFTER THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION

Version: P

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COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 ISD SUMMARY WORKSHEET

071-El Paso /El Paso County

071-903-02/Fabens ISD

CATEGORY	LOCAL TAX ROLL VALUE	2021 WTD MEAN RATIO	2021 PTAD VALUE ESTIMATE	2021 VALUE ASSIGNED
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T3 = T1 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

T4 = T2 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

VALUE TAXABLE FOR I&S PURPOSES

T7	T8	T9	T10
236,187,962	227,253,299	236,187,962	227,253,299

T7 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES BEFORE THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION

T8 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES AFTER THE LOSS TO THE ADDITIONAL \$10,000 HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION

T9 = T7 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

T10 = T8 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

THE PVS FOUND YOUR LOCAL VALUE TO BE VALID, AND LOCAL VALUE WAS CERTIFIED

COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 ISD DEDUCTION DETAIL

071-El Paso /El Paso County

071-903-02/Fabens ISD

DEDUCTIONS ALLOWED IN PVS	LOCAL VALUE	PTAD VALUE	ASSIGNED VALUE
Homestead - State-Mandated Homestead Exemption	30,834,663	30,834,663	30,834,663
Homestead - State-Mandated Over-65 or Disabled \$10,000	5,375,912	5,375,912	5,375,912
Homestead - 100% Disabled or Unemployable Veterans	1,218,083	1,218,083	1,218,083
Homestead - Disabled Veterans and Surviving Spouse	223,814	223,814	223,814
Homestead - Over-65 or Disabled Freeze Loss	13,020,488	13,020,488	13,020,488
Homestead - 10% Appraisal Cap Loss	13,287,269	13,287,269	13,287,269
Freeport	17,471,510	17,471,510	17,471,510
Pollution Control	0	0	0
Difference Between Taxable and Limited Value for Chapter 313 Value Limitation Agreement	0	0	0
Tax Increment Financing	0	0	0
Low Income Housing, Counties Under 1.8 Million Pop	0	0	0
Solar and Wind-Powered	0	0	0
Deferred Taxes	776,210	776,210	776,210
Prorations	0	0	0
Home Donated by Charity to Disabled Veterans	0	0	0
Disaster Reappraisal Market Value Adjustment	0	0	0
Homestead - Surviving Spouse 100% Disabled	136,903	136,903	136,903
Homestead - Surviving Spouse Service Member KIA	0	0	0
Homestead - Surviving Spouse First Responder LOD	0	0	0
Loss to Special Valuation	0	0	0
Bullion Depository	0	0	0
Personal Property In Transit	0	0	0
TOTAL DEDUCTIONS ALLOWED IN PVS	82,344,852	82,344,852	82,344,852

COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 AUDIT REPORT SET

El Paso County

2021 ISD SUMMARY WORKSHEET

071-El Paso /El Paso County

071-903-02/Fabens ISD

CATEGORY	LOCAL TAX ROLL VALUE	2021 WTD MEAN RATIO	2021 PTAD VALUE ESTIMATE	2021 VALUE ASSIGNED
A - SINGLE-FAMILY	151,244,265	N/A	151,244,265	151,244,265
B - MULTIFAMILY	7,051,113	N/A	7,051,113	7,051,113
C1 - VACANT LOTS	3,747,572	N/A	3,747,572	3,747,572
C2 - COLONIA LOTS	5,710	N/A	5,710	5,710
D1 ACRES - QUALIFIED OPEN- SPACE LAND	12,595,688	N/A	12,595,688	12,595,688
D2 - FARM & RANCH IMP	1,073,310	N/A	1,073,310	1,073,310
E - NON-AG LAND AND IMPROVEMENTS	28,123,843	N/A	28,123,843	28,123,843
F1 - COMMERCIAL REAL	25,521,083	N/A	25,521,083	25,521,083
F2 - INDUSTRIAL REAL	4,683,001	N/A	4,683,001	4,683,001
G - ALL MINERALS	0	N/A	0	0
J - ALL UTILITIES	29,152,259	N/A	29,152,259	29,152,259
L1 - COMMERCIAL PERSONAL	32,261,928	N/A	32,261,928	32,261,928
L2 - INDUSTRIAL PERSONAL	387,460	N/A	387,460	387,460
M1 - MOBILE HOMES	12,410,101	N/A	12,410,101	12,410,101
N - INTANGIBLE PERSONAL PROPERTY	0	N/A	0	0
O - RESIDENTIAL INVENTORY	405,461	N/A	405,461	405,461
S - SPECIAL INVENTORY	13,942	N/A	13,942	13,942
SUBTOTAL	308,676,736		308,676,736	308,676,736
LESS TOTAL DEDUCTIONS	84,012,610		84,012,610	84,012,610
TOTAL TAXABLE VALUE	224,664,126		224,664,126	224,664,126

THE TAXABLE VALUES SHOWN HERE WILL NOT MATCH THE VALUES REPORTED BY YOUR APPRAISAL DISTRICT

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COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 AUDIT REPORT SET

El Paso County

2021 ISD SUMMARY WORKSHEET

071-El Paso /El Paso County

071-903-02/Fabens ISD

CATEGORY	LOCAL TAX ROLL VALUE	2021 WTD MEAN RATIO	2021 PTAD VALUE ESTIMATE	2021 VALUE ASSIGNED
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SEE THE ISD DEDUCTION REPORT FOR A BREAKDOWN OF DEDUCTION VALUES

GOVERNMENT CODE SUBSECTIONS 403.302 (J) AND (K) REQUIRE THE COMPTROLLER TO CERTIFY ALTERNATIVE MEASURES OF SCHOOL DISTRICT WEALTH. THESE MEASURES ARE REPORTED FOR TAXABLE VALUES FOR MAINTENANCE AND OPERATIONS (M&O) TAX PURPOSES AND FOR INTEREST AND SINKING FUND (I&S) TAX PURPOSES. FOR DISTRICTS THAT HAVE NOT ENTERED INTO VALUE LIMITATION AGREEMENTS, T1 THROUGH T4 WILL BE THE SAME AS T7 THROUGH T10.

VALUE TAXABLE FOR M&O PURPOSES

T1	T2	T3	T4
233,674,986	224,664,126	233,674,986	224,664,126
LOSS TO THE INCREASE IN THE STATE-MANDATED HOMESTEAD EXEMPTION		50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION	
9,010,860		0	

T1 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES BEFORE THE LOSS TO THE INCREASE IN THE STATE-MANDATED HOMESTEAD EXEMPTION

T2 = SCHOOL DISTRICT TAXABLE VALUE FOR M&O PURPOSES AFTER THE LOSS TO THE INCREASE IN THE STATE-MANDATED HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION

T3 = T1 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

T4 = T2 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

VALUE TAXABLE FOR I&S PURPOSES

T7	T8	T9	T10
233,674,986	224,664,126	233,674,986	224,664,126

T7 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES BEFORE THE LOSS TO THE INCREASE IN THE STATE-MANDATED HOMESTEAD EXEMPTION

T8 = SCHOOL DISTRICT TAXABLE VALUE FOR I&S PURPOSES AFTER THE LOSS TO THE INCREASE IN THE STATE-MANDATED HOMESTEAD EXEMPTION AND THE TAX CEILING REDUCTION

T9 = T7 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

T10 = T8 MINUS 50% OF THE LOSS TO THE LOCAL OPTIONAL PERCENTAGE HOMESTEAD EXEMPTION

THE PVS FOUND YOUR LOCAL VALUE TO BE VALID, AND LOCAL VALUE WAS CERTIFIED

Version: W

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COMPTROLLER OF PUBLIC ACCOUNTS - PROPERTY TAX ASSISTANCE DIVISION

2021 AUDIT REPORT SET

El Paso County

2021 ISD DEDUCTION DETAIL

071-El Paso /El Paso County

071-903-02/Fabens ISD

DEDUCTIONS ALLOWED IN PVS	LOCAL VALUE	PTAD VALUE	ASSIGNED VALUE
Homestead - State-Mandated Homestead Exemption	31,090,860	31,090,860	31,090,860
Homestead - State-Mandated Over-65 or Disabled \$10,000	5,465,912	5,465,912	5,465,912
Homestead - 100% Disabled or Unemployable Veterans	1,165,677	1,165,677	1,165,677
Homestead - Disabled Veterans and Surviving Spouse	257,314	257,314	257,314
Homestead - Over-65 or Disabled Freeze Loss	13,061,614	13,061,614	13,061,614
Homestead - 10% Appraisal Cap Loss	13,315,240	13,315,240	13,315,240
Freeport	17,471,510	17,471,510	17,471,510
Pollution Control	0	0	0
Difference Between Taxable and Limited Value for Chapter 313 Value Limitation Agreement	0	0	0
Tax Increment Financing	0	0	0
Low Income Housing, Counties Under 1.8 Million Pop	0	0	0
Solar and Wind-Powered	0	0	0
Deferred Taxes	2,047,580	2,047,580	2,047,580
Prorations	0	0	0
Home Donated by Charity to Disabled Veterans	0	0	0
Disaster Reappraisal Market Value Adjustment	0	0	0
Homestead - Surviving Spouse 100% Disabled	136,903	136,903	136,903
Homestead - Surviving Spouse Service Member KIA	0	0	0
Homestead - Surviving Spouse First Responder LOD	0	0	0
Loss to Special Valuation	0	0	0
Bullion Depository	0	0	0
Personal Property In Transit	0	0	0
TOTAL DEDUCTIONS ALLOWED IN PVS	84,012,610	84,012,610	84,012,610

Version: W

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COUNTY OF EL PASO

1. **RECITALS.** **Fabens ISD** is a political subdivision situated wholly within El Paso County, Texas. **Fabens ISD**

2. DUTIES AND SERVICES OF CONTRACTING OFFICER.

- (a) Furnish to **Fabens ISD** certain election services and equipment needed by **Fabens ISD** in connection with holding an election on **November 8, 2022**
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;
- (c) Prepare lists and submit names of persons suggested for appointment as presiding election judges, alternate judges, and judge of the central counting station;

- (d) Prepare lists and submit names of persons suggested for appointment as deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
- (f) Arrange for the use of polling places in the election and runoff election if necessary;
- (g) Program or arrange to have the ballot programmed;
- (h) Set ballot order as follows: Utility Districts, School Districts, Municipal Districts, Federal Races, State Races, County Races
- (i) Procure and distribute necessary election supplies, and distribution of ballots;
- (j) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **Fabens ISD** and the election precincts established for the election;
- (k) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and Election Day, and issue election supplies to the precinct judges.
- (l) Supervise the conduct of early voting;
- (m) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
- (n) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
- (o) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
- (o) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
- (p) Provide general information services for voters and election officers;
- (q) Assist in providing general overall supervision of the election;

- (r) Provide for the storage of election records as provided by law;
- (s) Provide **Fabens ISD** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (t) If requested by **Fabens ISD**, prepare the unofficial tabulation of precinct results on election night;
- (u) Submit election night returns to the Secretary of State , in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and
- (v) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for **Fabens ISD** has been performed.
- (w) The County shall provide the requested services by and through its County Election Administrator (the "Contracting Officer").

3. **DUTIES AND SERVICES OF Fabens ISD.**

Fabens ISD shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **Fabens ISD** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;

- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty (60) days** before the election, the names, issues, or referenda which are to be printed on the ballot or ballot labels with the exact spelling that is to be used;
- (g) Provide the services necessary to translate any election documents into Spanish as required;
- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay **75%** of Elections Administrator's estimated costs no later than **sixty (60) days** before Election Day;
- (l) Pay the balance of conducting the election and additional costs, within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

4. **COST OF SERVICES.**

Fabens ISD shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A) which is mutually agreed upon.

5. **CANCELLATION OF ELECTION OR SERVICES.**

In the event that **Fabens ISD** cancels the election pursuant to section 2.081 of the Texas Election Code, or for any other reason, **Fabens ISD** will pay the County for all direct and actual expenses, such as payroll and election expenses, including the administrative fee, the County incurred in relation to providing the services for this election up until the time of cancellation, and for any other direct and actual expenses the County incurs as a result of the cancellation. **Fabens ISD** will send payment to the County within **thirty (30) days** from the receipt of an invoice from the Elections Administrator.

6. GENERAL TERMS AND CONDITIONS.

- (a) A total of three (3) precincts plus thirty three (33) permanent early voting stations, and one hundred eighteen (118) polling locations will be used for conducting the election.
- (b) **Fabens ISD** acknowledges that the County may enter into a similar Joint Election Service Contract with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. **Fabens ISD** agrees to share common polling places with the other political subdivision(s) as determined by the County and in accordance with the costs as allocated by the County.
- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (f) Nothing in this agreement imposes any duty on the County to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.
- (g) Neither **Fabens ISD** nor any employee of **Fabens ISD** is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **Fabens ISD**. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) **Fabens ISD** and the County, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.
- (i) Venue is in El Paso County Texas.

COUNTY OF EL PASO, TEXAS

By: Ricardo A. Samaniego
Ricardo A. Samaniego, County Judge

Date: September 19, 2022

FABENS ISD

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO LEGAL FORM:

Claudia J. Aranda
Claudia J. Aranda
Assistant County Attorney

EXHIBIT A

ESTIMATE

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



Fabens ISD
November 2022

Estimate "Exhibit A"

Payroll		
1. Central Counting Station	\$	350.00
2. Early Voting	\$	5,500.00
3. Election Day	\$	750.00
4. Staff Overtime	\$	1,750.00
5. Temporary Help	\$	1,000.00
6. Training	\$	250.00
Payroll Total	\$	9,600.00

Election Expenses		
7. Election Tabulation Software and Supplies	\$	250.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	250.00
9. Publication of Notices	\$	135.00
10. Parking Garage Judges and Clerks	\$	75.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	750.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$	100.00

Early Voting		
13. Poll Pads	\$	250.00
14. Internet Connections /Cellphones	\$	278.00
15. Security Seals- Early Voting	\$	65.00
16. Kits- Early Voting	\$	90.00
17. Utilities- Early Voting Locations	\$	-
18. Touchscreen Voting Machines- Early Voting	\$	1,750.00

Election Day		
19. Poll Pads	\$	220.00
20. Internet Connections	\$	175.00
21. Security Seals- Election Day	\$	60.00
22. Kits- Election Day	\$	100.00
23. Touchscreen Voting Machines- Election Day	\$	381.00

Election Expenses Total	\$	4,929.00
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Subtotal	\$	14,529.00
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Administrative Fees 10%	\$	1,452.90
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Grand Total	\$	15,981.90
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Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)

Memorandum of Understanding / Articulation Agreement
Fabens Independent School District and
The University of Texas at El Paso Upward Bound

This Memorandum of Understanding (“Memorandum” or “MOU”) is a statement of principles and agreement for collaboration between **The University of Texas at El Paso Upward Bound Program (“UTEP UB”)** and the **Fabens Independent School District (“FISD”)**, collectively the “Parties.” The UB program will run from September 1, 2022, through August 31, 2027.

- I. The purpose and programming of the Socorro / Fabens / Tornillo (SFT) Upward Bound Program at UTEP
 - A. The purpose of Upward Bound is to increase the rate at which Participants graduate high school and enroll in and graduate from postsecondary education institutions.
 - B. Upward Bound provides fundamental academic support and college preparation services to its participants free of charge.
 - C. Contact Information:
<https://www.utep.edu/student-affairs/upward-bound/index.html>
phone: 915-747-5062
fax: 915-747-8879
email: upwardbound@utep.edu
 - D. The UB program will offer both in-person and online services to its participants.
 1. In-person services will occur two Saturdays per month, for nine months, during each academic school year (a maximum of 18 Saturdays per year) for the duration of the grant.
 2. A 6-week hybrid summer component will be offered at the end of each school year.
 3. All in-person activities will be held at UTEP or at various locations around the city with the exception of the Campus Visit Tours (CVT’s).
 4. CVT’s will be conducted throughout the year to allow participants the opportunity to visit college campuses outside of the city and participate in educational and cultural activities unavailable to this demographic of students.
- II. The criteria for students to be served
 - A. The SFT Upward Bound Program will serve 92 participants annually amongst the three districts but reserves the right to increase or decrease this number, or individual campus numbers, as needed to meet grant requirements.
 - B. The Upward Bound Program is federally mandated to maintain a minimum of 2/3 low-income, first-generation students.
 - C. Participants will be selected from the following target schools:
 1. Fabens High School – 16 students
 2. Remaining 76 students are to be recruited from four schools in Socorro ISD and one school in Fabens ISD.
 - D. Participants must:
 1. Be a U.S. citizen,
 2. Be enrolled in 9th through 12th grade upon initiation of services,

3. Be a first-generation and/or low-income student (as defined by the Department of ED),
4. Demonstrate a desire and the potential to pursue a college education,
5. Attend, or plan to attend, the YISD target high schools listed above at the time of their enrollment,
6. Submit a completed application via JotForm, or the web platform service used for application submission.

E. Overview of Application Process

1. Interested student submits completed application.
2. UB staff review applications and interview qualifying applicants and parents/guardians.
3. If the student is selected, he/she will be placed on a 60-day probationary period to attend UB events and activities.
4. At the end of the 60-day probationary period, the UB staff will assess the student's progress and decide if the student will continue in the program.

III. The parties agree to the following during the period of this grant cycle (2022-2027)

A. UTEP, through its Upward Bound Program, will:

1. Use campus visitor logs, or follow any district or campus guidelines, pertaining to visiting campuses during regular school hours,
2. Provide a current list of participants to each campus counselor contact at all times,
3. Provide executed Student/Parent Consent Forms that set out school-related information/data to be provided to UB. Examples include but are not limited to class schedules, progress reports, report cards, transcripts, final transcripts, grades, GPA, STAAR (EOC) scores, FAFSA applications, and college applications.
4. Notify district contact and campus contact of any educational field trip that occurs during regular school hours. Parent-signed permission forms will be provided upon request.
5. Provide the district/campus with a calendar of UB events during the academic component (fall and spring).
6. Provide all services to the participants as required by the U.S. Department of Education along with other services that are not required but are considered allowable. UTEP UB reserves the right to make changes to services to best serve its participants.

B. Fabens ISD will:

1. Provide UB with letters of commitment from each Target School Principal,
2. Support UB in its efforts to recruit participants at the Target Schools by allowing the UB coordinator and staff to present to students in classes on campus during regular school hours (elective courses).
3. Support UB in its efforts to recruit potential participants in 8th grade at the Target School feeder pattern schools by allowing the UB coordinator and staff to present to students in classes on campus during regular school hours (elective courses).

4. Facilitate communication between Target School Counselors and feeder pattern school Counselors to schedule visits from the UB staff for recruitment efforts and/or to meet with UB participants during lunch for information sessions.
5. Provide UB with access to data including but not limited to:
 - a. Student grades
 - b. Student Transcripts
 - c. GPAs
 - d. Progress reports
 - e. Report Cards
 - f. Attendance rates
6. Sponsor one bus to transport participants from Fabens and Tornillo high schools to UB Saturday activities during the academic component (two Saturdays per month during the school year).

HOLD HARMLESS & INDEMNITY AGREEMENT

The undersigned Parties agree to hold each other harmless and indemnify each other its Board members, officials, and their respective employees against any claims and demands or actions which may hereafter at any time be made or instituted against either Party, its Board members, officials and/or any of their respective employees which may arise out of the use of any school property or facility by the either Party.

The undersigned Parties, as a result of this releases and forever discharges each other, its Board members, officials, and any respective employees who might be claimed liable for any claims, demands, damages, actions, causes of action, suits, judgments, or executions because of any losses incurred during the use of property or facility which may arise out of the use of such property or facility by the either Party.

It is further stipulated and agreed that the laws of the state of Texas shall control the construction of this instrument. Any disputes under this Agreement shall be resolved exclusively in a federal or state court of competent jurisdiction in El Paso County, Texas.

MISCELLANEOUS

1. **Governmental Functions and Immunity.** This MOU is not intended to waive, alter or reallocate any defense or immunity available to either party by law.
2. **Amendment.** This MOU may be amended only by written agreement of the parties, and any attempted amendment, including any handwritten changes on this MOU, in violation of this section shall be void.
3. **No Waiver.** The waiver or failure of either party to exercise in any respect any right provided under this MOU shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this MOU.

4. **Severability.** If any provision of this MOU is held invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision, or public policy, all other conditions and provisions of this MOU shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.
5. **Construction.** This MOU does not confer any rights or remedies upon any person other than the parties.
6. **Counterparts.** The MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be the same agreement.

ACKNOWLEDGED AND AGREED:

This agreement constitutes the entire agreement. It is understood that the agreement commences no earlier than the date signed by both parties. This agreement ends on August 31, 2027. This MOU is to be reviewed upon renewal of funding for the Upward Bound grant in 2027.

University of Texas at El Paso

Robert A. Osegueda, Ph.D.,
Vice President for Research

Date

Fabens Independent School District

Dr. Veronica Vijil
Fabens ISD Superintendent

Date

Memorandum of Understanding / Articulation Agreement
Fabens Independent School District and
The University of Texas at El Paso Upward Bound Math Science

This Memorandum of Understanding (“Memorandum” or “MOU”) is a statement of principles and agreement for collaboration between **The University of Texas at El Paso Upward Bound Math Science Program (“UTEP UBMS”)** and **the Fabens Independent School District (“FISD”)**, collectively the “Parties.” The UBMS program will run from September 1, 2022, through August 31, 2027.

- I. The purpose and programming of the San Elizario / Fabens / Tornillo Upward Bound Math Science Program at UTEP
 - A. The purpose of UBMS is to increase the rate at which Participants graduate high school and enroll in and graduate from postsecondary education institutions.
 - B. UBMS provides fundamental academic support and college preparation services to its participants free of charge.
 - C. Contact Information:
<https://www.utep.edu/student-affairs/upward-bound/index.html>
phone: 915-747-5062
fax: 915-747-8879
email: ubms@utep.edu
 - D. The UBMS program will offer both in-person and online services to its participants.
 1. In-person services will occur one Saturday per month, for nine months, during each academic school year (a maximum of 9 Saturdays per year) for the duration of the grant.
 2. A 6-week hybrid summer component will be offered at the end of each school year.
 3. All in-person activities will be held at UTEP or at various locations around the city with the exception of the Campus Visit Tours (CVT’s).
 4. CVT’s will be conducted throughout the year to allow participants the opportunity to visit college campuses outside of the city and participate in educational and cultural activities unavailable to this demographic of students.
- II. The criteria for students to be served
 - A. The UBMS Program will serve 60 participants annually amongst the three districts but reserves the right to increase or decrease this number, or individual campus numbers, as needed to meet grant requirements.
 - B. The UBMS Program is federally mandated to maintain a minimum of 2/3 low-income, first-generation students.
 - C. Participants will be selected from the following target schools:
 1. San Elizario High School – 20 students
 2. Fabens High School – 20 students
 3. Tornillo High School – 20 students
 - D. Participants must:
 1. Be a U.S. citizen,

2. Be enrolled in 9th through 12th grade upon initiation of services,
3. Be a first-generation and/or low-income student (as defined by the Department of ED),
4. Demonstrate a desire and the potential to pursue a college education,
5. Attend, or plan to attend, the target high schools listed above at the time of their enrollment,
6. Submit a completed application via JotForm, or the web platform service used for application submission.

E. Overview of Application Process

1. Interested student submits completed application.
2. UBMS staff review applications and interview qualifying applicants and parents/guardians.
3. If the student is selected, he/she will be placed on a 60-day probationary period to attend UBMS events and activities.
4. At the end of the 60-day probationary period, the UBMS staff will assess the student's progress and decide if the student will continue in the program.

III. The parties agree to the following during the period of this grant cycle (2022-2027)

A. UTEP, through its UBMS Program, will:

1. Use campus visitor logs, or follow any district or campus guidelines, pertaining to visiting campuses during regular school hours,
2. Provide a current list of participants to each campus counselor contact at all times,
3. Provide executed Student/Parent Consent Forms that set out school-related information/data to be provided to UBMS. Examples include but are not limited to class schedules, progress reports, report cards, transcripts, final transcripts, grades, GPA, STAAR (EOC) scores, FAFSA applications, and college applications.
4. Notify district contact and campus contact of any educational field trip that occurs during regular school hours. Parent-signed permission forms will be provided upon request.
5. Provide the district/campus with a calendar of UBMS events during the academic component (fall and spring).
6. Provide all services to the participants as required by the U.S. Department of Education along with other services that are not required but are considered allowable. UTEP UBMS reserves the right to make changes to services to best serve its participants.

B. Fabens ISD will:

1. Provide UBMS with letters of commitment from each Target School Principal,
2. Support UBMS in its efforts to recruit participants at the Target School by allowing the UBMS coordinator and staff to present to students in classes on campus during regular school hours (elective courses).
3. Support UBMS in its efforts to recruit potential participants in 8th grade at the Target School feeder pattern schools by allowing the UBMS coordinator and

- staff to present to students in classes on campus during regular school hours (elective courses).
4. Facilitate communication between Target School Counselors and feeder pattern school Counselors to schedule visits from the UBMS staff for recruitment efforts and/or to meet with UBMS participants during lunch for information sessions.
 5. Provide UBMS with access to data including but not limited to:
 - a. Student grades
 - b. Student Transcripts
 - c. GPAs
 - d. Progress reports
 - e. Report Cards
 - f. Attendance rates

HOLD HARMLESS & INDEMNITY AGREEMENT

The undersigned Parties agree to hold each other harmless and indemnify each other its Board members, officials, and their respective employees against any claims and demands or actions which may hereafter at any time be made or instituted against either Party, its Board members, officials and/or any of their respective employees which may arise out of the use of any school property or facility by the either Party.

The undersigned Parties, as a result of this releases and forever discharges each other, its Board members, officials, and any respective employees who might be claimed liable for any claims, demands, damages, actions, causes of action, suits, judgments, or executions because of any losses incurred during the use of property or facility which may arise out of the use of such property or facility by the either Party.

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University of Texas at El Paso

Robert A. Osegueda, Ph.D.,
Vice President for Research

Date

Fabens Independent School District

Dr. Veronica Vijil
Fabens ISD Superintendent

Date

FABENS ISD

**Student Outcome Goals
Board Agenda Item**

TITLE	Beginning of the Year Diagnostic Data	Date Requested	10/11/2022
Requested By:		Approximate Time	10 min
Division Approval:		Action Needed:	no
Action Requested:		Information Only:	yes
People Participating In Presentation:	Michele Gonzalez	Who Has Been Involved:	M. Gonzalez Principals C&I Dept.
How Will It Benefit the District's Mission/Goals?	Aligns to Student Outcome Goals	How Will Request Be Financed?	N/A
		Cost to District:	N/A

Fabens Independent School District Student Outcome Goals

Data Update – 2022-2023 Beginning of the Year Testing
Renaissance 360 Grades K-5



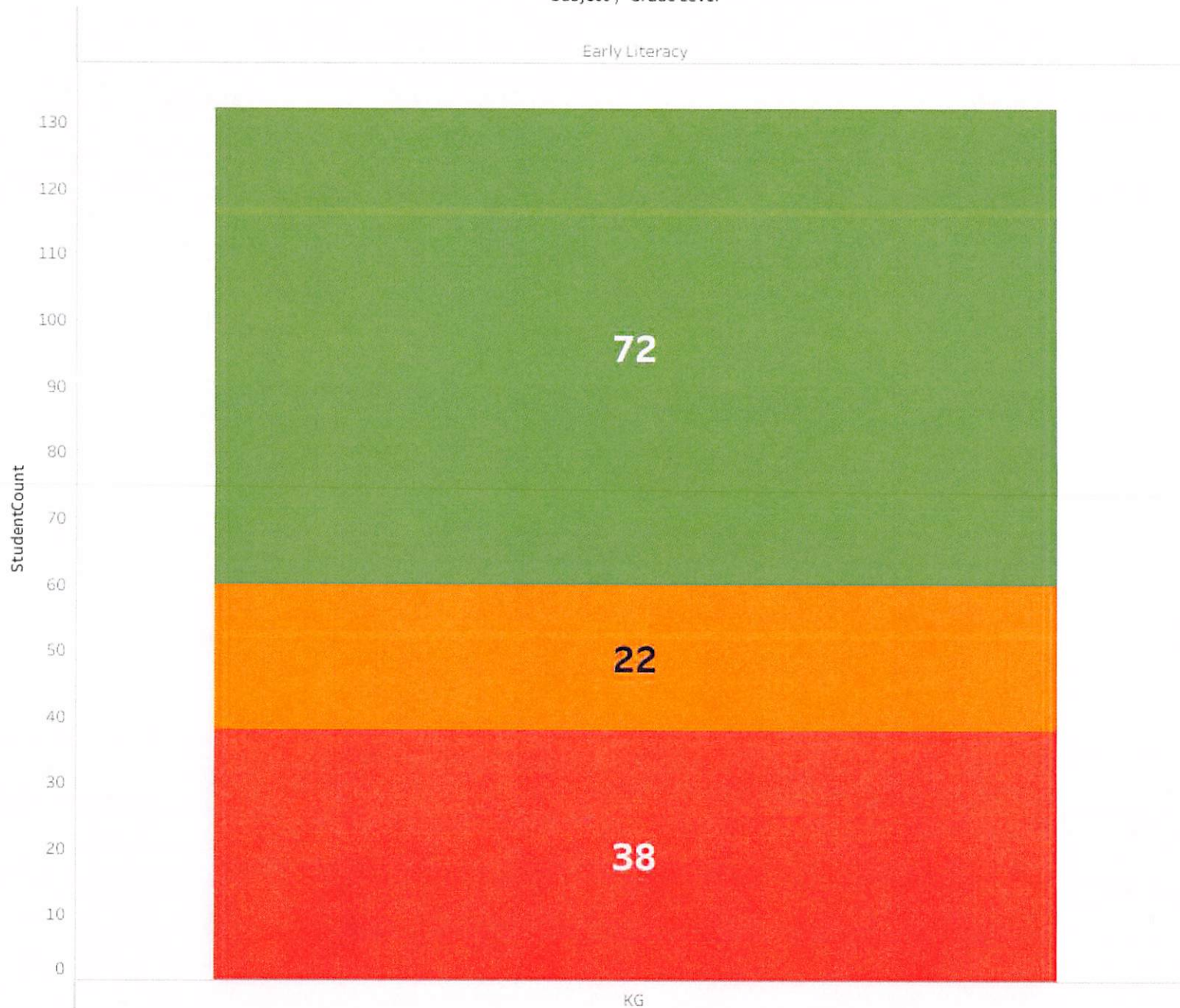
KG Renaissance EL BOY Student Count

Subject / Grade Level

Early Literacy

Measure

- At or Above Grade Level
- Approaching Grade level
- Well Below Grade level



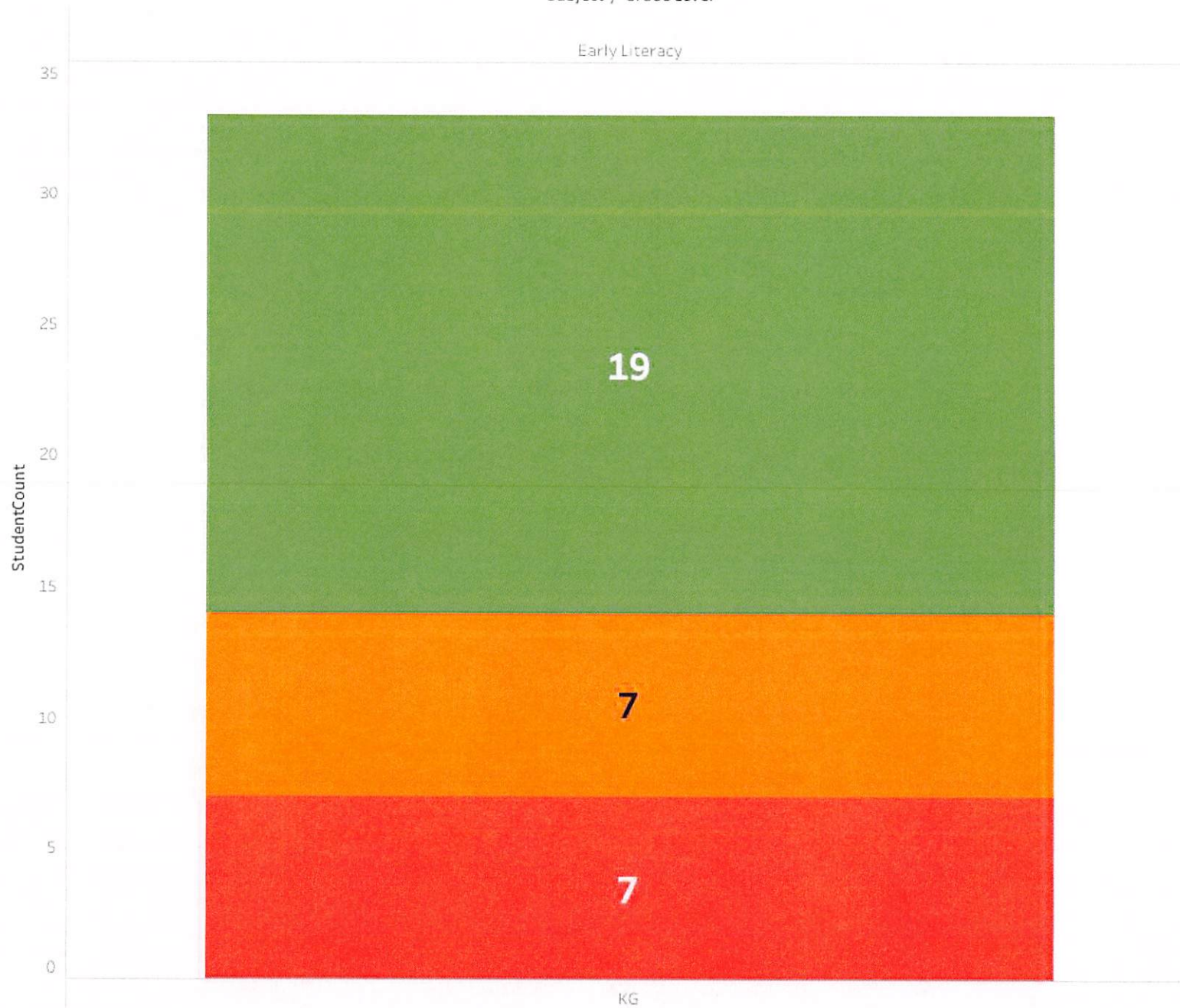
KG Renaissance EL BOY LEP

Subject / Grade Level

Early Literacy

Measure

- At or Above Grade Level
- Approaching Grade level
- Well Below Grade level



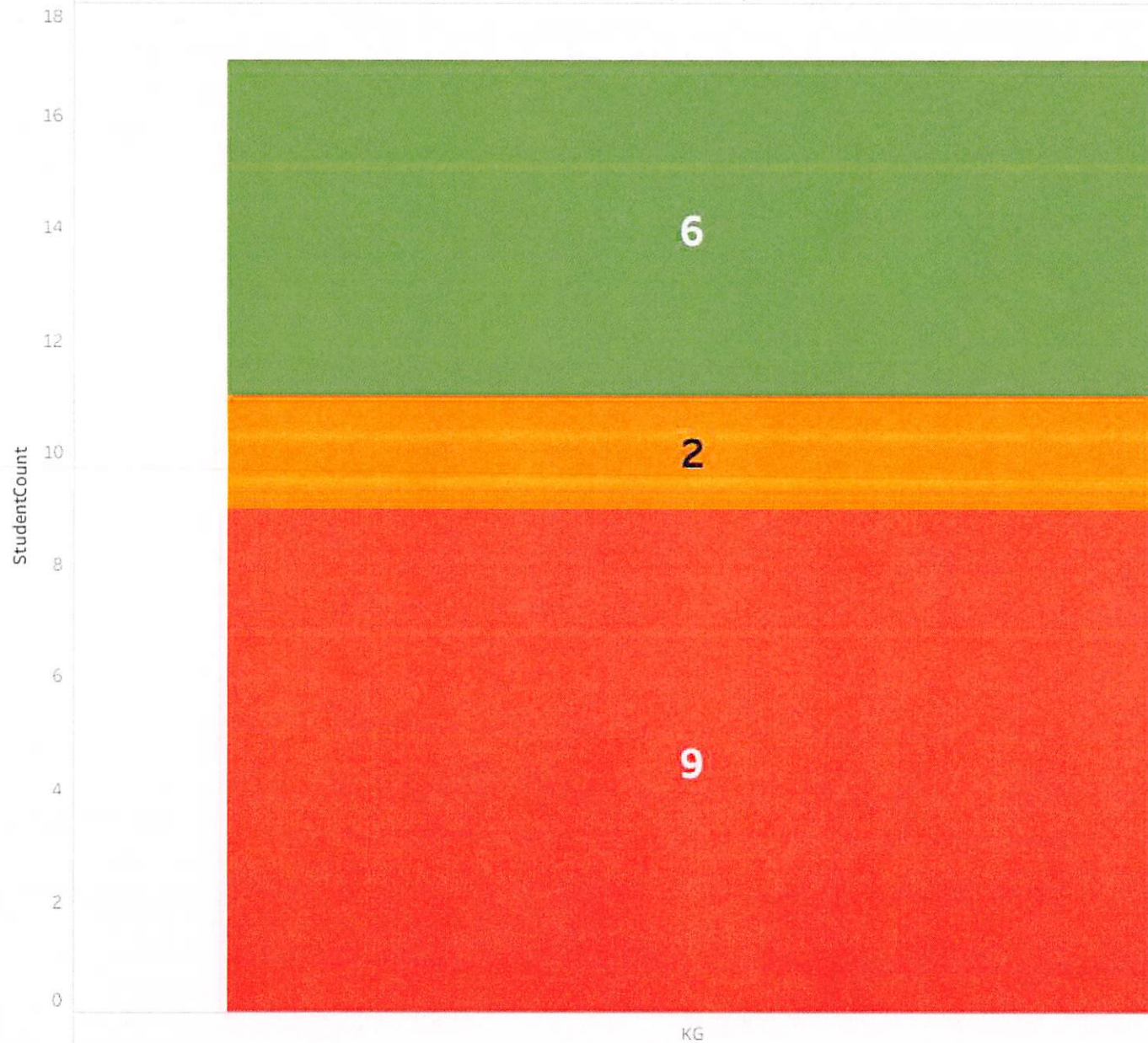
KG Renaissance EL BOY SPED

Subject / Grade Level

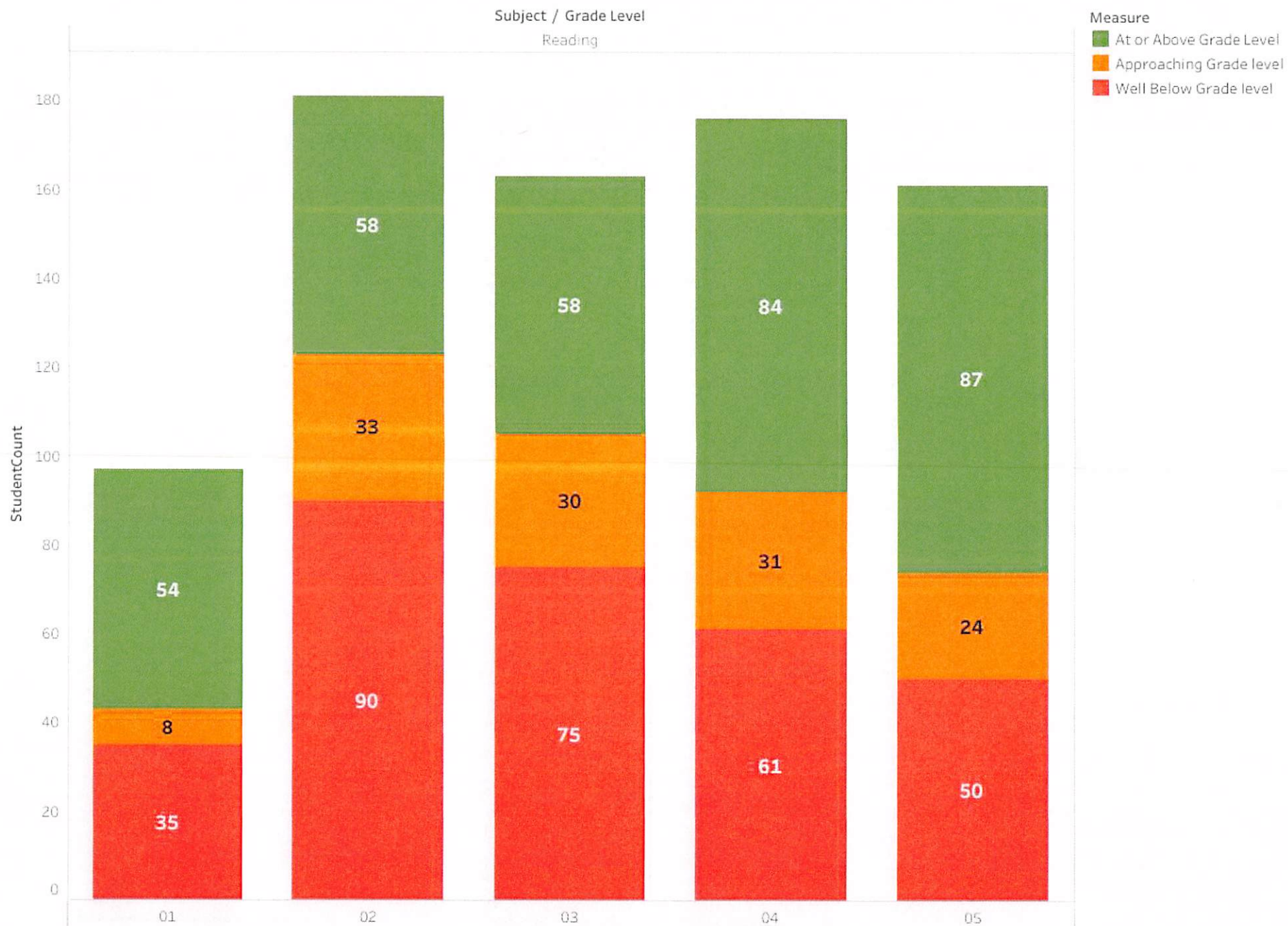
Early Literacy

Measure

- At or Above Grade Level
- Approaching Grade level
- Well Below Grade level



1-5 Renaissance Reading BOY Student Count

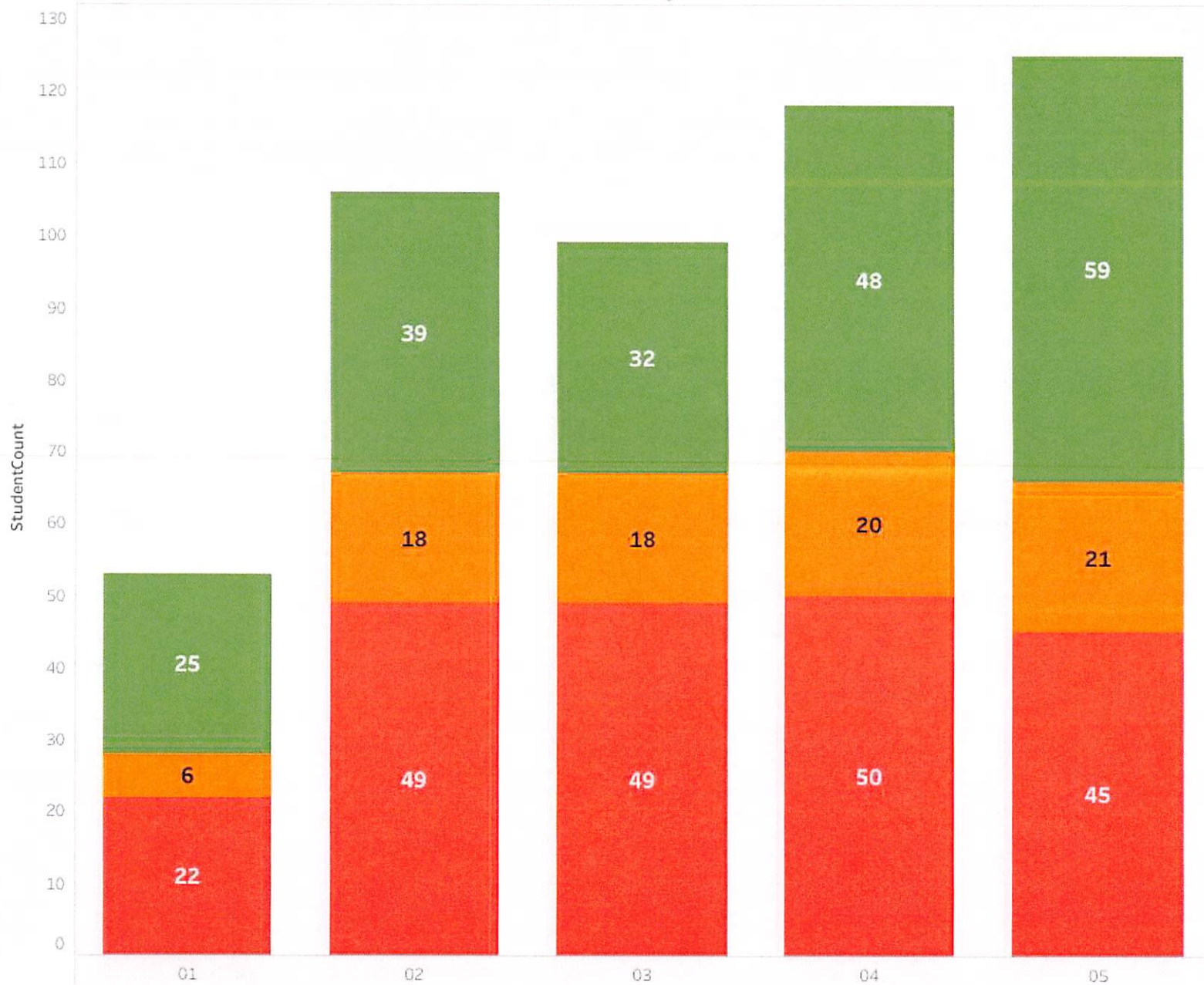


1-5 Renaissance Reading BOY LEP

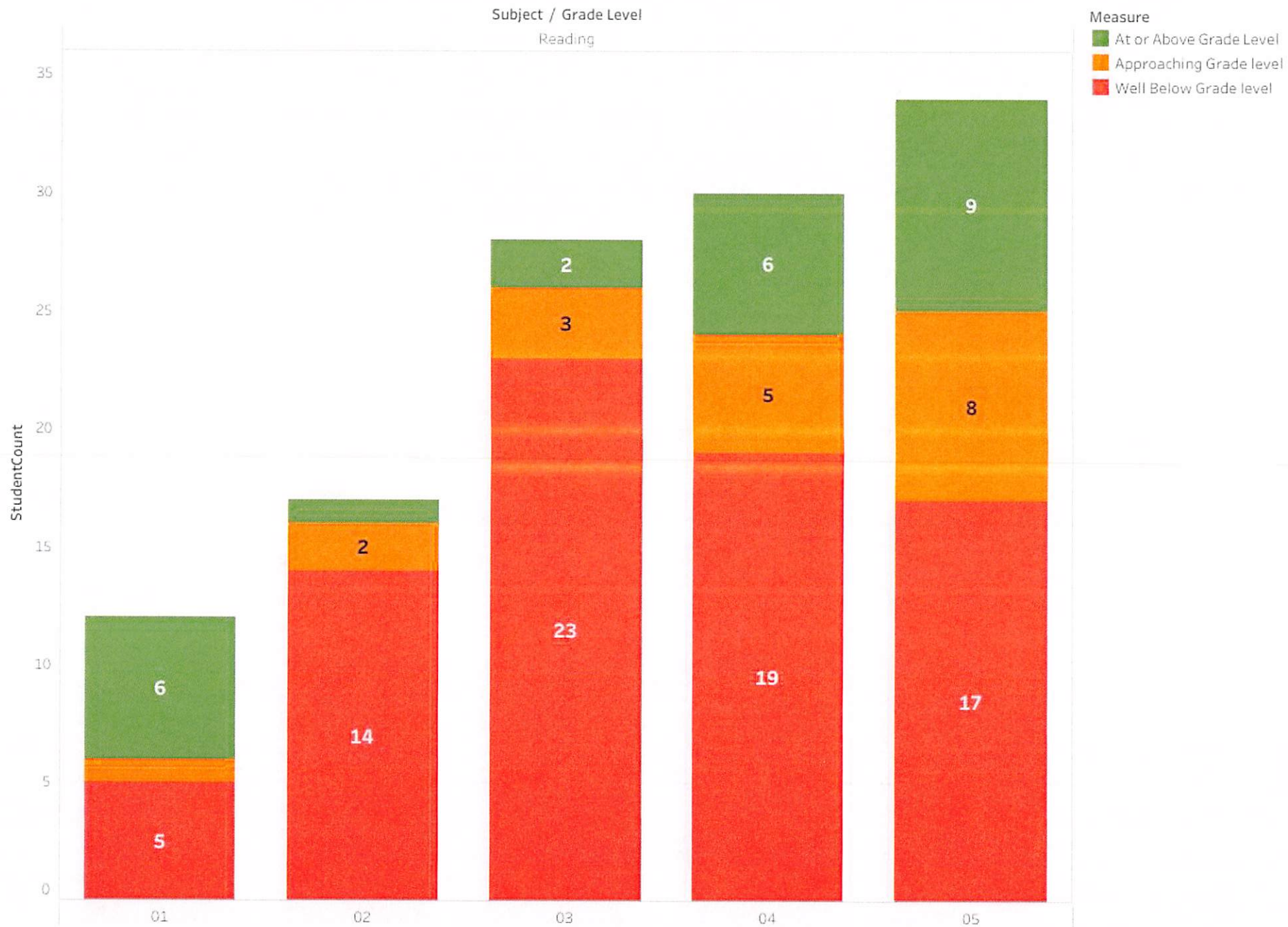
Subject / Grade Level
Reading

Measure

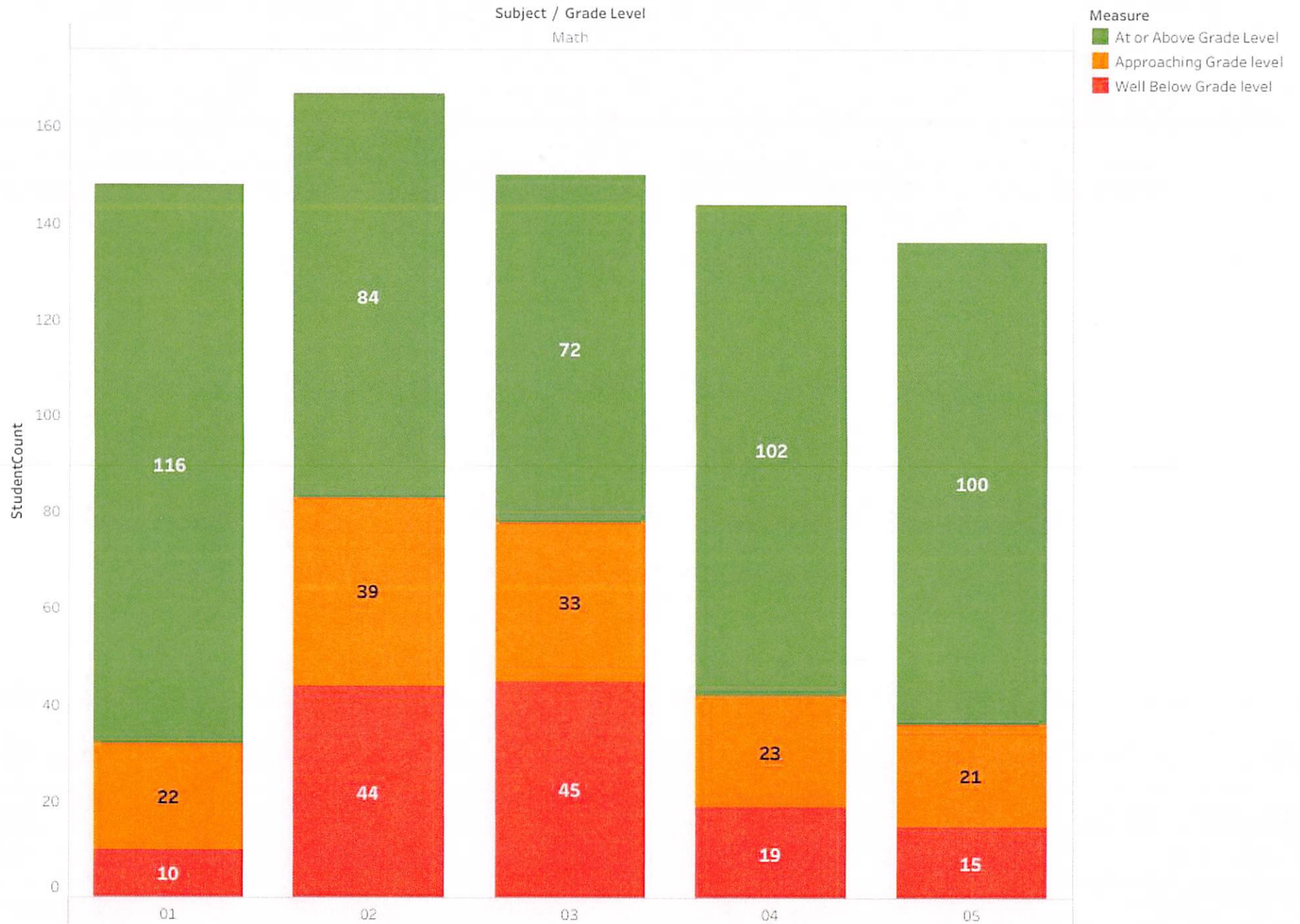
- At or Above Grade Level
- Approaching Grade level
- Well Below Grade level



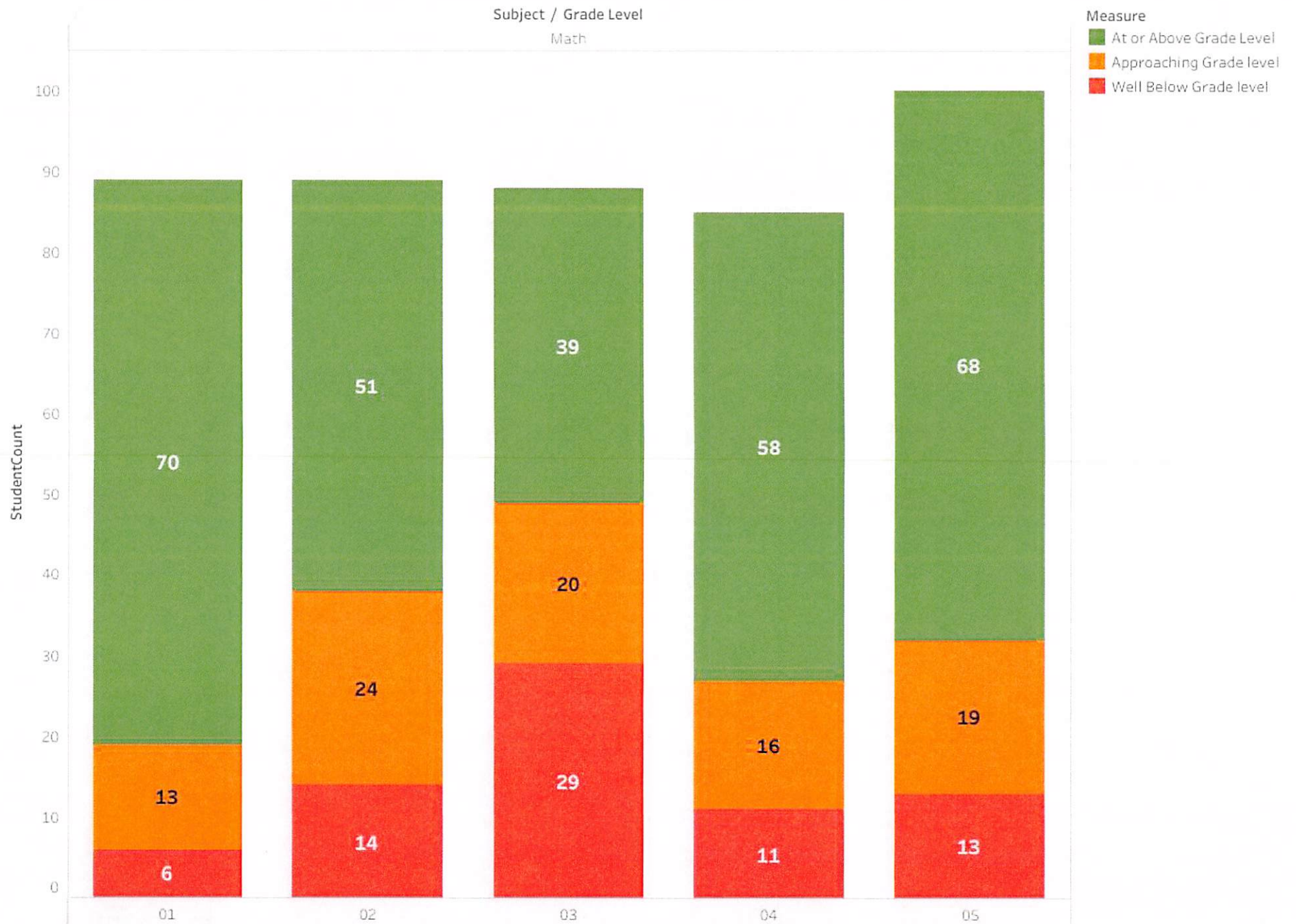
1-5 Renaissance Reading BOY SPED



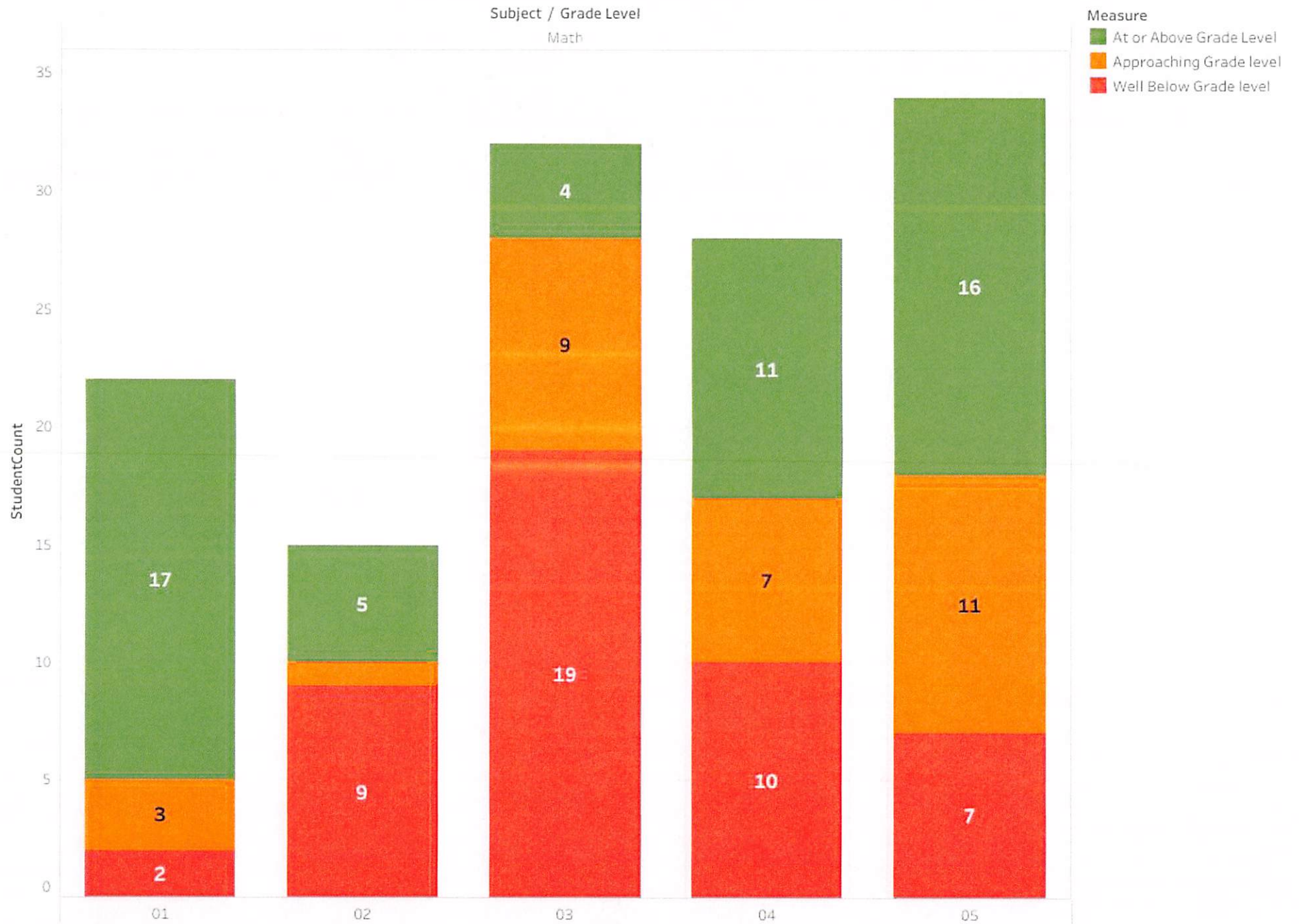
1-5 Renaissance MATH BOY Student Count



1-5 Renaissance MATH BOY LEP



1-5 Renaissance MATH BOY SPED

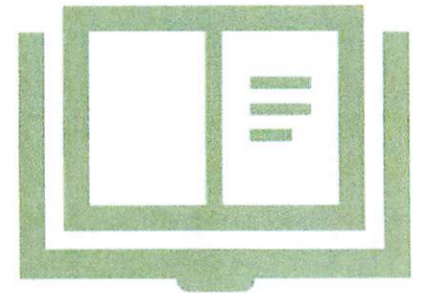
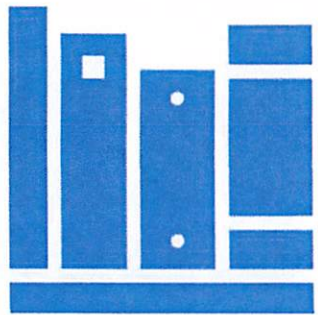


FABENS ISD

Student Outcome Goals Board Agenda Item

TITLE	Fabens ISD Program Evaluations	Date Requested	
Requested By:		Approximate Time	10 Minutes
Division Approval:		Action Needed:	No
Action Requested:	Information Only	Information Only:	Yes
People Participating In Presentation:	Dr. Sam Hogue Mr. Jesus Barba	Who Has Been Involved:	M. Gonzalez Dr. Hogue Mr. Barba Campus Program Leads
How Will It Benefit the District's Mission/Goals?	Program Evaluation	How Will Request Be Financed?	N/A
		Cost to District:	N/A

1. Gifted and Talented
2. Bilingual/ ESL



Gifted and Talented Education

Program Evaluation

Gifted and Talented Education

State Definition of Gifted and Talented

The term “Gifted and Talented” is used for children and youth who display outstanding talent and perform or show the potential for performing at remarkably high levels of accomplishment when compared with others of their age, experience or environment. These children and youth exhibit high performance capability in intellectual, creative and/or artistic areas, possess an unusual leadership capacity and/or excel in specific academic fields.

Number of GT Students Served

2021-2022

92 (4.5%)

Elementary Grades K-5 Gifted and Talented Program

- Weekly Pull-out Program Focused on STEM (Science, Technology, Engineering, and Math), Research, Literature, Leadership, and the Arts**
- Differentiation in the General Classroom**
- Extracurricular Participation Encouraged in UIL, Destination Imagination, and Clubs**
- Field Trips focused on College and Career Exploration**

Secondary Grades 6-12 Gifted and Talented Program

- **Differentiation within the Advanced Courses Offered: Pre-AP, AP, Dual Credit, and STEM Courses**
- **Independent Study**
- **Leadership Opportunities**
- **Extracurricular Participation Encouraged in UIL, Student Council, Honor Society, Fine Arts**
- **Field Trips focused on College and Career Exploration**

Program Plans

Goals:

- **Improve Family Engagement Activities**
 - Family Information nights/ mailings before testing- Continue
 - Parent information topics through Communities in Schools Parent sessions - Continue
 - Recorded and printed information – Website, brochures, newsletters - Enhanced
- **Identification:**
 - Support testing upon teacher or parent request not limited to one time a year to recover students missed due to pandemic. - New
 - Increase identification rate through training for all campuses on serving GT students from economically disadvantaged areas - ongoing
 - Ensure representation of English learners through coordination with LPACs - yearly
 - Create and monitor individualized plans at the secondary level - ongoing
 - Training for new campus testers and teachers - ongoing

Program Plans

Goals:

Program Implementation

- **Provide targeted training on Depth and Complexity (PK-5) and Differentiation (6-12) as a 6-hour GT Update – Completed October 2022**
- **Provide online 30 hour GT Certification for all new teachers**
- **Review and enhance program features**
- **Resume GT Showcases**

Program Leaders

GT Contacts:

Fabens High School

Denise Peña

Campus Gifted & Talented Coordinator

Fabens Middle School

Sandra Bonilla

Campus Gifted & Talented Coordinator

O'Donnell Intermediate

Rachel Peña

Campus Gifted & Talented Coordinator

Fabens Elementary

Terry Martinez

Campus Gifted & Talented Coordinator

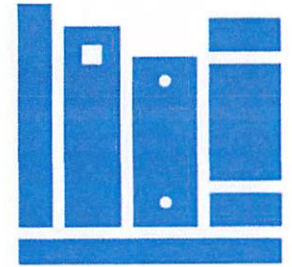
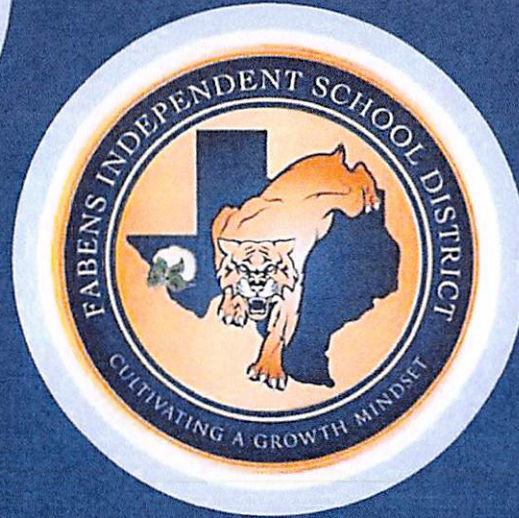
District

Jesus Barba

Director of Elementary Instruction

Dr. Sam Hogue

Director of Secondary Instruction



Program Evaluation October 2022

Bilingual and English as a Second Language (ESL) Education

Dual Language Immersion/One-Way

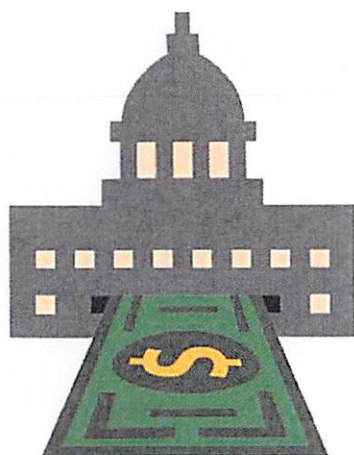
Serves Grades K-5

- A Bi-literacy program that serves only students identified as students of limited English proficiency in both English and Spanish and transfers a student to English-only instruction.
- Provides for an instructional setting where language learning is integrated with content instruction.
- Academic subjects are taught to all students through both English and the other language.
- *Note – FISD model is open to non-LEP with parent request/permission*

Dual Language Immersion/One-Way



Why BEA Funding Was Changed



HB 3 incorporates the Texas Commission of Public School Finance's recommendation to:

- Create a new dual language allotment as compelling data reviewed by the Commission indicates that dual language programs are highly effective vs. transitional or ESL.
- Better incentivize and resource school districts to offer these effective programs, the Commission recommends that the state create an additional allotment at an additional 0.05 weight (for a total 0.15 weight) for dual language programs.

Dual Language Immersion/One-Way



Changes to Bilingual Education Allotment

BEFORE



- Funding for any LEP student in any language program
($0.1 \times \text{Basic Allotment for LEP} = \514)

AFTER



- Funding for any LEP students in any language program
($0.1 \times \text{BA for LEP} = \616)
- For LEP students served in a dual language immersion program, additional funding ($0.15 \times \text{BA for LEP in dual language} = \924)
- For non-LEP students served in a two-way dual language immersion program, additional funding
($0.05 \times \text{BA for non-LEP} = \308)

ESL/ Pull-out

Secondary

- Serves students identified as students of limited English proficiency in English only.
- English Language Arts or instruction taught by an ESL certified teacher.
- Student remains in a mainstream instructional arrangement in the remaining content areas.

Bilingual/ESL Certification Waiver

Bilingual / ESL Waiver was required in 2021-2022

- Waiver was board approved before submission to TEA.\
- Waiver was approved by TEA and all requirements were met.
- All teachers included in the waiver passed their Bilingual or ESL certification exams by December 2021.

Bilingual/ESL Certification Waiver

Waiver required for 2022-2023 due to current shortage of appropriately certified Bilingual and ESL teachers.

- ❖ Currently pending two ESL and three bilingual teachers certified in content areas.
- ❖ Certification Deadline – November 1, 2022
- ❖ Requirement of waiver – Spend 10% of Bilingual Allotment on Staff Development for teachers pending ESL or Bilingual Supplement.
- ❖ Staff Development may be extended to all teachers.
- ❖ Code students appropriately.
- ❖ Local – Mentor teacher support provided

Number of Students Participating Bilingual Dual Language/ ESL

2021-2022

Total number of students identified as Emergent Bilingual:
948 (46.4%)

Total number of students served in Dual Language/ ESL
programs:
762 (37.3%)

Results Driven Accountability 2021/ 2022

Bilingual Self Assessment and Bilingual Strategic Support Plan created to address:

Annual Goal 1: The percentage of students who have completed two years in US schools and scored at the beginning proficiency level on TELPAS Reading will decrease from 15.7% to 7.5% .

Progress: Fabens ISD increased the number of students tested from 432 to 633, however the percentage at beginning proficiency level remained the same. This goal will remain, and strategies will carry over to the 2022-2023 school year.

Results Driven Accountability 2021

Bilingual Self Assessment and Bilingual Strategic Support Plan created to address:

SSP Goal 2: The percentage of students in US Schools for five or more years scoring at or below the intermediate proficiency level on TELPAS will be reduced from 37% in 2021 to 19 %.

Progress: Reduced from 37% to 31% in 2022. This goal will remain, and strategies will carry over to the 2022-2023 school year.

Results Driven Accountability 2022

Bilingual Self Assessment and Bilingual Strategic Support Plan

Based on areas of progress or goal completions as well areas of continued need, the Bilingual Strategic Support Plan will be reviewed and revised with input from all campus teams.

A new area of need, **ESL passing rate for 8th Grade Social Studies**, will be added and goals and strategies developed and monitored.

Results Driven Accountability 2021

Bilingual Self Assessment and Bilingual Strategic Support Plan created to address:

Annual Goal 3: EOC performance by emergent bilingual students will increase in all subjects, closing the gap by 50% when compared to pre-COVID levels:

Algebra I EOC scores will increase from a 32% passing rate in 2021 to 60% in 2022.

Biology EOC scores will increase from a 31% passing rate in 2021 to 55% in 2022.

US History EOC scores will increase from a 52% passing rate in 2021 to 73% in 2022.

English I and II EOC scores will increase from a 25% passing rate in 2021 to 31% in 2022.

Progress: Algebra I EOC exceeded goal to 69.2%, Biology EOC exceeded goal to 57%, US History exceeded goal to 76%. These three areas will be removed from 2022 plan as goal was met.

English I/II remain at 24.2 and strategies will carry over to the 2022-2023 school year.

Program Supports

- Ellevation Strategies and Ellevation Math Resources and Training
- Textbooks and materials to support 50/50 instruction grades PreK – 5
- ESL and Bilingual Stipends
- Compensation for adding certification for current staff
- Mentor Teacher Program
- Bilingual Reading Academies 2022-2023
- Bilingual Conferences and Staff Development

Program Supports

- Ongoing Professional Development and Coaching Parent
- Fundamental Five support for new and returning teachers
- RSSP - Targeting Literacy Development - Expanded
- Technology for TELPAS practice
- LPAC monitoring and interventions/ accommodations
- Dual Language Task Force and Handbook
- Dual Language Expansion Planning Year

FABENS ISD**Student Outcome Goals
Board Agenda Item**

TITLE	Bilingual/ ESL Certification Waiver	Date Requested	
Requested By:		Approximate Time	10 Minutes
Division Approval:		Action Needed:	No
Action Requested:	Administration recommends the approval of the submission of a Bilingual/ESL waiver as presented	Information Only:	Yes
People Participating In Presentation:	Dr. Sam Hogue Mr. Jesus Barba	Who Has Been Involved:	M. Gonzalez Dr. Hogue Mr. Barba Campus Principals and LPAC
How Will It Benefit the District's Mission/Goals?	Compliance with Texas Education Agency Guidelines and support for teachers pursuing certification	How Will Request Be Financed?	N/A
		Cost to District:	N/A



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

Bilingual Education Exception and ESL Waiver

TAC Chapter 89.1207 provides bilingual education exception and ESL waiver requirements for all Local Education Agencies (LEAs)/districts, which includes all school districts, districts of innovation, and open-enrollment charter schools. The purpose of filing an exception/waiver is to inform the TEA on the needs for appropriately certified teachers in bilingual education and ESL programs across the state.

Fabens ISD has two ESL and three Bilingual teachers in the process of completing additional certification for which the waiver is required.

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	New Mexico Highlands University & Fabens Independent School District College Accessibility Support Initiative	Date Requested	10/12/2022
Requested By:		Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of the New Mexico Highlands University & Fabens Independent School District College Accessibility Support Initiative as presented	Information Only:	No
People Participating In Presentation:	Staff from NM Highlands University (connecting virtually)	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	



**New Mexico Highlands University & Fabens Independent School District
College Accessibility Support Initiative**

I. PURPOSE STATEMENT

New Mexico Highlands University is designated as a Hispanic Serving Institution (HSI) and is striving for a designation as a Native American Serving Institution while at the same time attempting to improve historically low Native American student enrollment. Fabens Independent School District (FISD) has traditionally had a high enrollment of limited-income students of color. The goal is to increase access and minimize the cost of Fabens Independent School District students enrolled in postsecondary educational institutions. To redress these current situations, Fabens Independent School District and NMHU are initiating a joint education initiative to increase access and reduce costs for students desiring to attend NMHU.

NMHU INITIATIVE EXPECTATIONS:

- 1) NMHU will begin to show a statistically significant improvement in the enrollment of low-income students of color, explicitly increasing limited-income, Hispanic, and Native-American students, and
- 2) FISD will begin to show a statistically significant improvement in limited income, Hispanic, and Native-American students' enrollment into 4-year postsecondary education institutions.

II. FABENS INDEPENDENT SCHOOL DISTRICT BACKGROUND & TIMELINE

Fabens Independent School District is a Texas independent school district that provides a college preparatory education to high school students, including low-income first-generation American students.

III. HIGH SCHOOL RESPONSIBILITIES-STUDENT RESPONSIBILITIES

A. Fabens Independent School District

1. Fabens Independent School District will coordinate and oversee the successful completion of all the high school responsibilities outlined below.

B. Automatic Eligibility for Admission into NMHU

1. Students with a 3.0 Cumulative GPA at the end of their Junior Year can be automatically eligible to be admitted to NMHU.
2. Students must OPT-IN to participate, and the students do NOT need to complete an application for admission to NMHU. (Automatic admittance occurs with opt-in by 12/31) (NMHU will develop the OPT-IN form, the form is designed to identify NMHU as their postsecondary school of choice)
3. Students must apply to the NMHU Scholarship Foundation (HSF).
4. Fabens Independent School District must submit rolling admission rosters of qualifying students to NMHU monthly or as available.
5. DACA, Undocumented, and students on VISAs are eligible to participate.

C. FAFSA



1. A FAFSA must be completed for all eligible admits by 12/31. NMHU will provide staff support to assist families through the FAFSA Process.

D. Highlands Scholarship Foundation

1. Students must apply to the HSF by 12/31.

E. NMHU Admissions Process

1. The application process (housing, meal plan, orientation schedules, institutional aid applications, etc.) must be completed by 12/31.

IV. NMHU ADMISSIONS

A. NMHU Automatic Eligibility for Admission and Scholarship

1. NMHU is responsible for automatically admitting eligible students with a 3.0 Cumulative GPA at the end of their Junior Year.
 - o NMHU will provide campus tours to cohort students before high school graduation.
 - o Students cannot have a suspension on record within the academic year.
 - FISD will review all suspensions by 12/31 of potential NMHU students as a committee.
 - o If a student has a suspension, the student must request admission by a particular admittance review by NMHU.

V. NMHU and FABENS INDEPENDENT SCHOOL DISTRICT SCHOLARSHIP & FINANCIAL SUPPORT

A. NMHU Automatic Financial Aid packaging

1. Tuition, fees, room and board cost at NMHU for AY 22/23
 - o \$21,056 for an out-of-state resident.
2. FISD students will receive an automatic NMHU yearly institutional (grant/scholarship-based) aid award
 - o Over four years, the \$15,568.00 yearly award of the institutional scholarship is not based on family income.
 - 15 passed credits, and a 3.0 GPA is required for continued eligibility
 - \$4,000 merit-based annual scholarship award
 - \$4,848 out-of-state annual scholarship award
 - \$6,720 work-study
3. FISD students will receive a minimum of \$6,720 yearly work-study; this award is not based on family income.
4. Full Pell-eligible (based on family income) students will have approximately \$6,895 to help cover yearly living expenses.



NMHU Yearly Cost-Residential	NMHU Yearly Award	NMHU Yearly Work-Study Award		Pell	Total Student Cost
\$ 21,056 .00	\$ 8,848	\$ 6,720.00		\$ 6,895.00	\$ (1,407)
NMHU Yearly Cost-Residential	NMHU Award	NMHU Work-Study Award		Non-Pell	Total Student Cost
\$ 21,056.00	\$ 8,848	\$ 6,720.00		\$ -	\$ 5,488

B. NMHU Deposit Waivers and Deferment.

1. NMHU agrees to waive or defer deposits for FISD students.

C. NMHU Preferential Housing in Viles & Crimmin Residence Hall

1. The residence hall that houses FISD students has unique, multicultural, and modern residence hall facilities.
2. FISD students will receive support from a Peer Mentor, a Student Success Coach, and a residence hall assistant (RA).

VI. NMHU and FABENS INDEPENDENT SCHOOL DISTRICT SUPPORT SERVICES

A. NMHU Preferential FISD Orientation

1. FISD student high school-based cohorts will receive preferential orientation dates within the first two weeks of the 1-day orientation.
2. FISD students will be assigned a Student Success Coach upon admission to choose the semester classes and further assist with the student's degree path selections.

B. NMHU Preferential Assignment to Student Success Coach

1. The NMHU Success Coach Model provides holistic, intentional support to select NMHU first-year applicants. The program is designed to assist students, especially those from first-generation and underrepresented backgrounds, in successfully transitioning to NMHU.
2. The Student Success Coach provides support during enrollment at NMHU.
3. The Student Success Coach and FISD student will work together for a proactive partnership to increase progress and accountability toward measurable outcomes.

C. NMHU Preferential Admission into the Highland Undergraduate Enrichment (HUE) Learning Communities (LC) for FISD students



1. The HUE learning communities integrate courses that focus on a theme.
2. The Integrative Seminar (I Seminar, UNST 101) course supports student success by promoting academic, personal, and social integration. Peer Mentors attend the seminar and other parts of the LC to help students.
3. Peer Mentors are available for social and personal mentoring, tutoring, and study support outside of class.

D. Fabens Independent School District Advisor

1. Fabens Independent School District shall assign a staff member to provide indirect support services for Fabens Independent School District NMHU students to promote enrollment, persistence, and retention.
2. In collaboration with NMHU's support services programs, the Fabens Independent School District Advisor will provide Fabens Independent School District NMHU students with virtual indirect support services, including but not limited to advising and mentoring.
3. The Fabens Independent School District Advisor will work collaboratively with NMHU's support services programs and serve as a resource and referral agent linking Fabens Independent School District students to NMHU's support services and other related organizations.

E. Fabens Independent School District Access to Student Records

1. Fabens Independent School District students will sign a Family Educational Rights and Privacy Act (FERPA) release to allow Fabens Independent School District access to student records.

NMHU will provide the Fabens Independent School District Advisor and Fabens Independent School District access to pertinent student information, including but not limited to financial aid, course enrollment, course completion, and early alerts.

VII. NMHU KEY SUPPORT POINTS

1. The majority of FISD students will have a "full ride" to New Mexico Highlands University and can graduate debt-free upon completion of their degree track.
2. With work-study, Pell-eligible FISD students will have up to four years of tuition, fees, room, and board fully covered.
3. Deserving students can graduate from a New Mexico flagship university with **NO COLLEGE DEBT!**
4. There will be a GEAR UP-based support staff for the senior year of high school.
 - o FISD Counselor
5. 1st year supports at NMHU
 - o Student Success Coach



- 5 University-based support personnel providing support specifically to course of study and career interest.
- 6. Ongoing support of 2 university personnel in the students' subsequent years
 - Faculty Academic Advisor (Advisor to Student Ratio 15:1)
 - Student Success Coach
 - Peer Advisor assigned from Highlands Undergraduate Experience program.

VIII. PROGRAM EVALUATION METRICS

The following metrics will evaluate the program:

1. applied, admit, matriculated, and withdrawn number.
 - 3-year prior mean used as a baseline
 - Track data points through advancement
2. Identify an overall 4-year college postsecondary going rate
 - 3-year prior data average will be used as a baseline
 - Track data points through advancement
3. Break out all data points, where possible, on race and ethnicity

IX. TERMS AND CONDITIONS

The initial term of this Agreement shall be from October 1st, 2022 to August 31st, 2024. This Agreement may not be altered or modified by either party. This agreement can be terminated by either party with 30 day written notice. Should the notice be terminated by either party, participating students will have scholarship honored. A completed Agreement shall contain signatures from all parties.

APPROVED

Theresa M. Law, JD, CFRE
Vice President, Student and Donor Engagement
New Mexico Highlands University

Date

Benjamin Morales
Board of Trustees President
Fabens Independent School District

Date

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Solar Panel Application with El Paso Electric Company and the El Paso County Water Control & Improvements District #4 Presentation Update	Date Requested	10/12/2022
Requested By:	Dr. Vijil	Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Mr. Rodrigo Estrada with the Office of Congressman Tony Gonzalez and El Paso Electric Co. personnel	Who Has Been Involved:	Water District Electric Company Rodrigo Estrada
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Personnel from the Water District, Electric Company and Mr. Rodrigo Estrada will update the Board on the process and status of their application for a solar panel farm in Fabens, Tx.

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Fabens ISD Board of Trustees Procedures 1. Review Updated Procedures 2. Set Workshop Date to Revise / Adopt New Updated Procedures	Date Requested	10/12/2022
Requested By:		Approximate Time	10 minutes
Division Approval:		Action Needed:	Board Recommendation
Action Requested:	Board Decision	Information Only:	No
People Participating In Presentation:	Board Dr. Vijil	Who Has Been Involved:	Mr. Safi
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

Please have personal calendars available in order to set a workshop date to review and adopt newly updated procedures.

FABENS ISD BOARD PROCEDURES

Adopted July 16, 2003

- I. **Developing Board Meeting Agendas:**
 - A. **Placing Items on Agenda**
 1. The Board President, the Superintendent, or any two Board members can place an item on the agenda or ask for an item to be brought back up, with member=(s) name on the item
 2. A Trustee shall not ask the Superintendent during a meeting to put an item on the next agenda, when this is not an agenda item
 3. In accordance with Texas Open Meeting Laws, no member can place an item on the agenda less than 72 hours in advance of a meeting, except in an emergency as per Texas Government Code
 - a. The 72 hour in advance rule shall only be bypassed in emergencies
 - b. Except in those emergencies, items must be submitted seven (7) days before the Board meeting
 4. Trustee shall provide backup material for their agenda items
 - B. **Items that cannot be on the agenda other than for Closed Session**
 1. All personnel issues must be conducted in an executive session unless specifically required by the Texas Open Meetings Act
 2. Anything that violates right to privacy, as defined by Texas Open Meetings Act cannot be placed on the agenda
 - C. **Use of Consent Agenda:**
 1. Board requests prior to the Board meeting and after the Board receives their agenda packets must be addressed and responded to within 24 hours. However, requests for additional information or clarification of an agenda item shall be submitted by members of the board of trustees to the Superintendent no later than Monday noon, on the week of a regularly scheduled board meeting
 2. Regardless of which member of the Board submits a request for additional information or clarification, the response will be submitted to all members of the Board. Such response will be provided in an approved format, which identifies the individual board member making the request, and the administrator who provided the information or coordinated the response
 3. When the response to a request for additional information or clarification of an agenda item generates additional questions, a verbal response may be coordinated between an individual board member and a member of the administration through the superintendent=s office
 - D. **Major (new and expensive projects) agenda items, at the discretion of the Superintendent, must appear on successive agendas in the following sequence: (with three months lead time)**
 1. As an Information item
 2. As a Discussion item (perhaps through several drafts)
 3. Finally as an Action item
 - E. **On major agenda items or items with a deadline, they will be put on the agenda at least two regular Board meetings prior to when final action is required**

Board President will remind Board member when questions could/should have been submitted prior to Board meeting.

II. Member Conduct During Board Meetings

- A. All board members are expected to model the Character Education Traits and follow Robert=s Rules of Order**
- B. If during a meeting, a Board member violates Robert=s Rules of Order, the following disciplinary procedures will be enforced:**
 - 1. President or any member will ask for a recess and the President and Vice-President will talk privately with the offending board member**
 - 2. If the offending member continues to be in violation, a public warning will be issued in open session by the President**
 - 3. If the offending Board member continues to be in violation, any member of the Board may call for public censure and removal from that meeting, requiring a 2/3 vote according to Robert=s Rules of Order**
- C. President will not recognize member for personal privilege until at the end of board meeting. Personal privilege will not be used to chastise, embarrass or disagree with another Board member**
- D. Voting**
 - 1. All members, including the Board President, will vote on all action items and**
 - 2. A member will not abstain from voting except in the case of a personal conflict of interest, which is at the exclusive judgment of the Trustee who wishes to abstain.**
- E. Persons addressing the Board**
 - 1. When a member or members of the public are disruptive they will receive a verbal warning from the President**
 - 2. When a member or members of the public continue with a second infraction, the President will ask security to escort the person or persons off the premises and he/she may not return during that meeting**
- F. Agenda item discussion by Board members**
 - 1. Each member will have the opportunity to discuss an item at least once before the item may be tabled or postponed.**
 - 2. The member placing an item on the agenda will be allowed to make the motion and given the opportunity to discuss an item first. The intention is to save the Board time by allowing the member the opportunity to explain their reasons for placing an item on the agenda.**
 - 3. Members must limit their discussion to the pros and cons of the item under discussion.**
 - 4. Time limits on discussion:**
 - a. Each member will be allowed to discuss an item twice for three minutes each time**
 - b. If a member feels that the item requires additional time, the member may move that the Board suspend the rules. Such a motion requires a second a majority vote.**

- III. Information or reports requested by Board member between Board meetings**
 - A. A Board member may request existing information and/or reports through the Superintendent. If the information does not exist and a report must be generated that will require more than one hour by staff, it must be requested through an agenda item and a majority vote of the Board.**
 - B. A response from the attorney requiring more than an hour of billable time, must be requested through an agenda item and a majority vote of the Board, unless both the president and the superintendent agree that the item cannot wait for the next regularly scheduled meeting. If the item is directly related to the superintendent, the president and an additional Trustee may request the report.**
- IV. Citizen Request/Complaint to individual Board member**
 - A. When a citizen complains to a Board member, the Board member should:**
 - 1. Remind the citizen of due process and that the Board member must remain impartial in case the situation goes before the Board**
 - 2. Refer citizen to appropriate person in the chain-of-command**
 - 3. Board member shall inform Superintendent of complaint**
 - B. When appropriate, the Superintendent or designee shall communicate with the citizen in a timely manner and follow-up with the Board member**
- V. Employee Request/Complaint to individual Board member**
 - A. When an employee complains to a Board member, the Board member should:**
 - 1. Remind employee of chain-of-command**
 - 2. Remind employee of the due process procedure and remain impartial**
 - 3. Board member is encouraged to discuss the incident with Superintendent in a timely fashion**
- VI. Board member visits to school campus**
 - A. Board members are encouraged/expected to attend special events on campuses to represent the Board in support of activities**
 - B. Board members are not to go into teachers= classrooms or campuses for the purpose of evaluation or investigation of personnel**
 - C. Board members must notify principal through the Superintendent=s office of visits to campuses when they are not attending a scheduled activity**
- VII. Communications**
 - A. The Board President will meet with the Superintendent on a routine weekly basis**
 - B. Information sent to any Board member will be distributed to all Board members**
 - C. Board will keep Superintendent informed via telephone calls or personal visits**
 - D. Board will communicate with the community through public hearings, regular Board meetings, and regular publications**
 - E. Individual Board members cannot speak in an official capacity outside the Board Room or call or attend meetings as a representative of the Board without prior authorization of the Board**
- VIII. Evaluation of Superintendent**
 - A. See attached superintendent evaluation instrument and process (being developed)**

- IX. Evaluation of Board
- A. The Superintendent and the Board evaluations are the same. The TEAM OF EIGHT concept is compelling, therefore the Superintendent and Board shall succeed or fail together.
 - B. Evaluation of the Board will be conducted in a workshop session
 - C. Evaluation of the Board will be conducted every June
 - D. See attached Board evaluation instrument (being developed)
- X. Selection of Board Officers
- A. Election of Officers: At the first meeting after each election and certification of newly elected Trustees, the members of the Board shall organize by electing the following officers:
 - 1. A president, who shall have been a member of the Board for at least one year prior to election
 - 2. A vice-president, who shall be a member of the Board
 - 3. A secretary, who shall be a member of the Board
- XI. Role and Authority of Board Member and/or Board Officer
- A. Set down by State statute
 - B. No Board member or officer has authority outside the Board meeting
 - C. No Board member can direct employees in regard to performance of duties
 - D. The Board President shall:
 - 1. Preside at all Board meetings
 - 2. Appoint committees
 - 3. Call special meetings
 - a. The President of the Board shall call a special meeting at the President=s discretion or on request by three or more members of the Board
 - 4. Sign all legal documents required by law
 - E. The Vice-President shall:
 - 1. Act in capacity of President in the absence of the President
 - 2. Sign or countersign warrants or other documents as necessary
 - F. The Secretary shall:
 - 1. Keep, or cause to be kept, an accurate record of the proceedings of Board Meetings
 - 2. Send, or cause to be sent, all notices of Board meetings
 - 3. Act in role of President in the absence of the President and Vice-President
 - 4. Sign or countersign warrants and other documents as necessary
- XII. Role of Board in Executive Session
- A. Agenda Posting for Executive Sessions. The posted agenda will list major topics to be discussed in executive session, as identified later in this Policy. Tex. Gov=t Code 551.041
 - B. Entering Executive Session. The Board may enter into executive session after the following requirements have been met:

1. The Board has first been convened in open meeting for which notice has been given
 2. The presiding officer has publicly announced in open meeting that an executive session will be held
 3. The presiding officer has identified the section or sections of Chapter 551, Tex. Gov=t Code, which authorize the holding of such closed or executive session
 4. The presiding officer has publicly announced that no final action, decision, or vote will be taken by the Board while in executive session **551.101**
- C. **Matters Under Discussion.** Executive sessions are authorized for the following purposes:
1. For a private consultation with the Board=s attorney with respect to pending or contemplated litigation, settlement offers, and matters where the attorney=s duty to the Board, pursuant to the Code of Professional Responsibility of the State Bar of Texas, clearly conflicts with the provisions of the Open Meetings Act (to be identified as Legal Matters in the notice) **551.071**
 2. To discuss the purchase, exchange, lease, or value of real property and negotiated contracts for prospective gifts or donations (to be identified as Real Estate/Donations in the notice) **551.072**
 3. To consider the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee or to hear complaints or charges against a public officer or employee unless such officer or employee requests a public hearing (to be identified as Personnel in the notice) **Atty.Gen.Op. H-496 (1975), 551.074**
 4. To consider discipline of a public school child or children unless an open hearing is requested in writing by a parent or guardian of the child (to be identified as Hearings in the notice) **551.082**
 5. To consider the deployment or specific occasions for implementation of security personnel or devices **551.076**
 6. To deliberate regarding the standards, guidelines, terms or conditions the Board will follow or instruct its representatives of employee groups under consultation agreements provided for by Section 13.901 of the Texas Education Code **551.083**
 7. To discuss any other item authorized by law to be considered in executive session
- D. **Actions, Decisions or Votes.** No final action, decision, or vote shall be taken while the Board is in closed or executive session. The presiding officer shall so state prior to entering into executive session. The Board shall reconvene the open meeting after an executive session, prior to adjourning the meeting **551.102**
- E. **Record of Items Discussed in Executive Session.** The record of Executive Session proceedings shall be provided for review by every Board member present prior to sealing

XIII. Media Inquiries to the Board

- A. The Board President shall be the official spokesperson for the Board to the media/press on issues of media attention

- B. A Board member should only speak to media about his/her position on an issue; not what the Board thinks or speculation about the future

XIV. Anonymous Phone Calls and/or Letters

- A. The Fabens ISD Board of Trustees encourages input; however, anonymous calls or letters will not receive Board attention, discussion or response and will not result in directives to the administration. The only exception to this will be in the case of a potential child abuse report.

XV. Response to Signed Letters of Complaint

- A. The Fabens ISD Board of Trustees encourages input. A signed letter will be forwarded to the Superintendent and a response using a standard form will be *sent by Board member*. The Superintendent will respond and send copy to all board members

XVI. Reviewing Board Operating Procedures

- A. Standard Board Operating Procedures will be reviewed and updated annually in June and will be part of Board training and orientation

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Virtual Homebound	Date Requested	
Requested By:		Approximate Time	5 min
Division Approval:		Action Needed:	yes
Action Requested:		Information Only:	
People Participating In Presentation:	Dr. Sam Hogue	Who Has Been Involved:	M. Gonzalez R. Armendariz
How Will It Benefit the District's Mission/Goals?	Provide Free and Appropriate Education to Students	How Will Request Be Financed?	Budgeted funding for Homebound
		Cost to District:	No additional cost



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

BACKGROUND INFORMATION

Fabens Independent School District is seeking permission to request waivers from the Texas Education Agency (TEA) to provide homebound instruction through virtual means for students who meet eligibility criteria for participation in homebound instruction due to compromised immune systems and/or high risk for COVID-19 infection during the 2022-2023 school year. Requirements for homebound instruction are provided in the TEA Student Attendance Accounting Handbook and include the requirement for face-to-face instruction to be provided by a certified teacher.

The Texas Education Agency allows districts to provide homebound instruction virtually with the approval of a waiver request on a case-by-case basis. In addition to the waiver, schools are required to document consideration of the student's instructional needs, a determination that the virtual instruction will be provided in a manner consistent with state and federal law, and that all other provisions of homebound instruction will be met. This waiver is required for both Special Education and General Education homebound instruction.

The applications for the Waiver Request require Board approval before it can be sent to the Texas Education Agency.

ADMINISTRATIVE CONSIDERATION

The waivers were approved by TEA last school year for 2 students receiving services through Special Education or Section 504. We expect that the requests to waive the in-person requirements of Homebound Funding and Homebound Documentation Requirements in the Student Attendance Accounting Handbook (adopted annually through 19TAC§129.1025) will continue to be granted by TEA as the COVID Pandemic continues to place students at risk and limit the district's ability to provide access to a Free Appropriate Public Education.

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Approval of Early Release Date for Fabens Elementary and O'Donnell Intermediate Students on January 13, 2023 – UIL Hosted at Fabens ISD	Date Requested	10/11/2022
Requested By:	C. Ruiz S. Delgado	Approximate Time	5 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The administration recommends approval of Early Release Date for Fabens Elementary and O'Donnell Intermediate Students on January 13, 2023 – UIL Hosted at Fabens ISD	Information Only:	No
People Participating In Presentation:	Mr. Jesus Barba	Who Has Been Involved:	Corina Ruiz Samantha Delgado
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

FABENS ISD

Board of Trustees
Board Agenda Item

TITLE	Fabens ISD 2021 – 2022 Financial Integrity Rating System of Texas (FIRST) Rating Based on School Year 2020 – 2021 Data	Date Requested	10/12/2022
Requested By:	Mr. Martin Torres	Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Mr. Torres	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

RATING YEAR **2021-2022**DISTRICT NUMBER **district #****Select An Option****Help****Home****FIRST**

Financial Integrity Rating System of Texas

2021-2022 RATINGS BASED ON SCHOOL YEAR 2020-2021 DATA - DISTRICT STATUS DETAIL

Name: FABENS ISD(071903)	Publication Level 1: 8/2/2022 2:05:39 PM
Status: Passed	Publication Level 2: 8/4/2022 12:15:48 PM
Rating: A = Superior Achievement	Last Updated: 8/4/2022 12:15:48 PM
District Score: 100	Passing Score: 70

#	Indicator Description	Updated	Score
1	<u>Was the complete annual financial report (AFR) and data submitted to the TEA within 30 days of the November 27 or January 28 deadline depending on the school district's fiscal year end date of June 30 or August 31, respectively?</u>	7/12/2022 8:33:03 AM	Yes
2	<u>Was there an unmodified opinion in the AFR on the financial statements as a whole? (The American Institute of Certified Public Accountants (AICPA) defines unmodified opinion. The external independent auditor determines if there was an unmodified opinion.)</u>	5/16/2022 10:47:39 AM	Yes
3	<u>Was the school district in compliance with the payment terms of all debt agreements at fiscal year end? (If the school district was in default in a prior fiscal year, an exemption applies in following years if the school district is current on its forbearance or payment plan with the lender and the payments are made on schedule for the fiscal year being rated. Also exempted are technical defaults that are not related to monetary defaults. A technical default is a failure to uphold the terms of a debt covenant, contract, or master promissory note even though payments to the lender, trust, or sinking fund are current. A debt agreement is a legal agreement between a debtor (= person, company, etc. that owes money) and their creditors, which includes a plan for paying back the debt.)</u>	5/16/2022 10:47:40 AM	Yes
4	<u>Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies? (If the school district received a warrant hold and the warrant hold was not cleared within 30 days from the date the warrant hold was issued, the school district is considered to not have made timely payments and will fail critical indicator 4. If the school district was issued a warrant hold, the maximum points and highest rating that the school district may receive is 95 points, A = Superior Achievement, even if the issue surrounding the initial warrant hold was resolved and cleared within 30 days.)</u>	5/16/2022 10:47:40 AM	Yes Ceiling Passed
5	This indicator is not being scored.		
			1 Multiplier Sum
6	<u>Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures? (If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/17/2022 9:42:43 AM	Ceiling Passed

7	<u>Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)? See ranges below in the Determination of Points section.</u>	5/16/2022 10:47:41 AM	10
8	<u>Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt? See ranges below in the Determination of Points section.</u>	5/16/2022 10:47:42 AM	10
9	<u>Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)? If not, was the school district's number of days of cash on hand greater than or equal to 60 days? See ranges below in the Determination of Points section.</u>	5/16/2022 10:47:42 AM	10
10	This indicator is not being scored.		10
11	<u>Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency? If the school district's increase of students in membership over 5 years was 7 percent or more, then the school district automatically passes this indicator. See ranges below in the Determination of Points section.</u>	5/16/2022 10:47:44 AM	10
12	<u>Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments? See ranges below in the Determination of Points section.</u>	5/16/2022 10:47:44 AM	10
13	<u>Was the school district's administrative cost ratio equal to or less than the threshold ratio? See ranges below in the Determination of Points section.</u>	6/9/2022 10:54:06 AM	10
14	<u>Did the school district not have a 15 percent decline in the students to staff ratio over 3 years (total enrollment to total staff)? If the student enrollment did not decrease, the school district will automatically pass this indicator.</u>	5/16/2022 10:47:45 AM	10
15	This indicator is not being scored.		5
16	<u>Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function? (If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 10:47:46 AM	Ceiling Passed
17	<u>Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds? (The AICPA defines material weakness.) (If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)</u>	5/16/2022 10:47:47 AM	Ceiling Passed
18	<u>Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds? (The AICPA defines material noncompliance.)</u>	5/16/2022 10:47:47 AM	10
19	<u>Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?</u>	5/16/2022 10:47:47 AM	5
20	<u>Did the school board members discuss the district's property values at a board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)</u>	5/16/2022 10:47:48 AM	Ceiling Passed
			100 Weighted Sum
			1

		Multiplier Sum
		(100 Ceiling)
		100 Score

DETERMINATION OF RATING

A.	Did the school district fail any of the critical indicators 1, 2, 3, or 4? If so, the school district's rating is F for Substandard Achievement regardless of points earned.	
B.	Determine the rating by the applicable number of points.	
	A = Superior Achievement	90-100
	B = Above Standard Achievement	80-89
	C = Meets Standard Achievement	70-79
	F = Substandard Achievement	<70

No Rating = A school district receiving territory that annexes with a school district ordered by the commissioner under TEC 13.054, or consolidation under Subchapter H, Chapter 41. No rating will be issued for the school district receiving territory until the third year after the annexation/consolidation.

The school district receives an **F** if it scores below the minimum passing score, if it failed any critical indicator 1, 2, 3, or 4, if the AFR or the data were not both complete, or if either the AFR or the data were not submitted on time for FIRST analysis.

CEILING INDICATORS

Did the school district meet the criteria for any of the following **ceiling indicators** 4, 6, 16, 17, or 20? If so, the school district's applicable maximum points and rating are disclosed below. Please note, an F = Substandard Achievement Rating supersedes any rating earned as the result of the school district meeting the criteria of a ceiling indicator.

Determination of rating based on meeting ceiling criteria.	Maximum Points	Maximum Rating
Indicator 4 (Timely Payments) - School district was issued a warrant hold.	95	A = Superior Achievement
Indicator 6 (Average Change in Fund Balance) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 16 (PEIMS to AFR) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement
Indicator 17 (Material Weaknesses) - Response to indicator is <i>No</i> .	79	C = Meets Standard Achievement
Indicator 20 (Property Values and Tax Discussion) - Response to indicator is <i>No</i> .	89	B = Above Standard Achievement

FABENS ISD

**Board of Trustees Business
Board Agenda Item**

TITLE	Texas Association of School Boards Region 19 Board of Director Vacancy Nomination	Date Requested	10/12/2022
Requested By:	TASB	Approximate Time	10 minutes
Division Approval:		Action Needed:	Board Recommendation
Action Requested:	Board Decision	Information Only:	
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:	

Attached is the complete packet for the nominated board member
who wishes to complete the packet and be interviewed for the vacancy in
December.

**IF NO FABENS ISD BOARD MEMBER WISHES TO ACCEPT THE
NOMINATION**, Ms. Marlene Bullard is requesting support of her quest to
represent Region 19 on the TASB Board of Directors

Reply all Delete Report ...

CALL FOR NOMINATIONS: TASB Board Position-Region 19

Board Communications <BoardCommunications@tasb.org>
To: Board Communications <BoardCommunications@tasb.org>

Tue 10/4/2022 8:03 AM

01) Form A Nomination Form.docx
51 KB

02) FORM B Biographical Sketch F...
40 KB

4 attachments (266 KB) Save all to OneDrive - Fabens Independent School District Download all



Texas Association of School Boards
P.O. Box 400 • Austin, Texas 78767-0400 • 512.467.0222 • 800.580.8272
Serving Texas Schools Since 1949

October 4, 2022

Dear Board Presidents, Superintendents, and Superintendent Secretaries for Region 19,

I'm writing to notify you that your region (TASB Region 19) has a vacancy on the TASB Board of Directors. Your local board is invited to submit a nominee to fill this interim position. This vacancy will be filled by the TASB Board in December and serve until the next Delegate Assembly in 2023.

A TASB Director represents his or her region on the Board, guiding the organization in fulfilling its mission to provide advocacy, visionary leadership, and high-quality services to you, our members.

If your local school board would like to nominate a candidate to fill this interim position, please follow the attached instructions, and complete and return the attached forms.

The completed materials must be received in the TASB Headquarters no later than Friday, November 11, 2022. Nominations that do not meet the deadline cannot be accepted. If you have questions or need further information, please contact Lysa Hoelscher at 800.580.8272, ext. 2976.

Interviews will be held at the TASB December Nominations Meeting, Thursday, December 1, 2022, at the TASB Headquarters in Austin, Texas.

We appreciate your participation in TASB's governance process and your ongoing commitment to Texas public schools!

Sincerely,

Ted Beard
Immediate Past President
Chair, TASB Nominations Committee

INSTRUCTIONS FOR TASB BOARD NOMINATIONS

About the TASB Board of Directors

The TASB Board of Directors is charged with carrying out the policies established by the Delegate Assembly. The individual Director is expected to attend four Board meetings of the Board with one of the meetings being at the same time as the annual TASA/TASB Convention. In addition, the Director will be asked to serve on a standing committee that will meet as needed in conjunction with Board meetings. The Director should be a capable, experienced school board member who can assist in providing the Association with outstanding leadership.

How to Nominate a Candidate to the TASB Board

To nominate an individual from your local school board, please complete the following attached forms:

- A. Active member's nomination and candidate's willingness to serve
- B. Nominated individual's biographical information
- C. Candidate questionnaire

The completed materials must be received in the TASB Austin office no later than Friday, November 11, 2022. Nominations that do not meet the deadline cannot be accepted.

TASB will e-mail the nominated individual and the superintendent a confirmation that the forms have been received.

If an acknowledgment is not received, contact Lysa Hoelscher at 800.580.8272, ext. 2976, or lysa.hoelscher@tasb.org.

The Next Steps

The Nominations Committee will interview candidates December 1, 2022, at the TASB Headquarters in Austin. **Immediately after the nominations period closes, nominees will be notified of their interview times.** While an individual will be seated in this interim position on the Board, this position will be subject to the nomination and Delegate Assembly election process beginning next spring.

Expenses incurred, including lodging and transportation, for the interview will be the responsibility of the nominee or their school district.

If you have questions or need further information, please contact Lysa Hoelscher at 800.580.8272, ext. 2976, or lysa.hoelscher@tasb.org.

We appreciate your participation in this nomination process.

**TASB NOMINATION FORM**

This is to serve as the nomination of a member of our local board to fill a position on the TASB Board of Directors.

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Our school district's board of trustees understands:

1. *Expenses incurred for the candidate to attend the Nominations Committee interview will be the responsibility of the candidate's local school district.*
2. *The local board's nomination of one of its trustees shall be considered the district's endorsement for that Director position.*
3. *A TASB Director's attendance at regular TASB Board meetings is important.*
4. *Lodging and transportation expenses incurred by TASB Directors attending regular spring, summer and December Board meetings are reimbursed by the Association and transportation expenses and three nights' lodging incurred attending the Convention Board meeting are reimbursed by the Association.*

This nomination was approved by our board of trustees at a duly called meeting on _____
(Date)

Signature of board president or officer (If candidate is the board president or officer, must be signed by another officer)

PRINTED NAME (of officer): _____

TITLE (of officer): _____

WILLINGNESS TO SERVE (to be completed by the candidate)

I, _____, confirm my willingness to serve, if elected, as a member of the TASB Board of Directors for Region 19.

Signature of candidate

This form is to be used to nominate a member of your Local Board as a candidate to fill a position on the TASB Board of Directors.

Form A, B, & C, must be received by TASB on or before **November 11, 2022.**

RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554

Interviews will be held at TASB Headquarters in Austin
on **December 1, 2022.**

**TASB BOARD CANDIDATE BIOGRAPHICAL SKETCH**

DATE: _____

NAME: _____

MAILING ADDRESS: _____

CITY: _____ ZIP: _____

BUSINESS PHONE: _____ RESIDENCE PHONE: _____

CELL PHONE: _____ FAX NUMBER (if applicable): _____

We communicate with our Board members primarily via e-mail. Please list your preferred email address.

E-MAIL: _____

SCHOOL DISTRICT: _____

LOCAL TERM EXPIRES: _____ YEARS ON BOARD: _____
(Month/year)

Upon expiration of current term on your local board, will you seek reelection?

YES _____ NO _____

BOARD POSITIONS HELD (including dates): _____

OCCUPATION: _____

CURRENT EMPLOYER: _____ DATES: _____

EDUCATION-HIGH SCHOOL: _____ COLLEGE: _____

OTHER EDUCATION: _____ DEGREES: _____

HOBBIES/SPECIAL INTERESTS: _____

BUSINESS/PROFESSIONAL/CIVIC GROUP MEMBERS (offices held including dates): _____

_____ADDITIONAL COMMENTS: _____

_____***Please attach a short bio and include a current picture in jpeg format.***



TASB BOARD CANDIDATE QUESTIONNAIRE

NAME: _____

SCHOOL DISTRICT: _____

I affirm that my board has approved my candidacy, and the Nominations Form has been submitted to TASB or is included.

1. What motivates you to serve on the TASB Board?
2. The TASB Board is comprised of different viewpoints and passions. What methods do you employ on your local board to foster a cooperative and effective relationship?
3. Service as a TASB Director is a very rewarding experience; however, it is a time-consuming endeavor. Please address your commitment to serve as a Director.

4. Please provide examples of your leadership abilities.

5. If selected, what are some unique characteristics or perspectives you bring to the Board?

6. Describe at least three or four characteristics of a good board member.

- Page 3 of 4

10. Describe your involvement at TASB grassroots meetings and/or regional school board association meetings.

11. Additional information: What else would you like for the Committee to know about you?

(Signature of candidate)

(Date)

This form is to be used by a candidate interested in filling a position on the TASB Board of Directors.

Form A, B, & C must be received by TASB on or before **November 11, 2022**

RETURN TO: E-mail: boardcommunications@tasb.org
FAX: 512.467.3554

Interviews will be held at TASB Headquarters in Austin on December 1, 2022.



TASB RECOMMENDATION

CANDIDATE INFORMATION

NAME: _____

SCHOOL DISTRICT: _____

Our school district's board of trustees understands the filling of an interim TASB Board position doesn't require endorsement other than from the candidate's home district. However, we would like to submit our support of Ms. Marlene Bullard for the current opening. We are submitting this form as a letter of recommendation to the TASB interview committee in support of Ms. Bullard's selection to fill this position.

This recommendation was approved by our board of trustees at a duly called meeting on

(Date)

Signature of board president or presiding officer

PRINTED NAME (of officer): _____

TITLE (of officer): _____

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Approval of Tornillo ISD Reunification Agreement	Date Requested	10/12/2022
Requested By:	Dr. Veronica Vijil	Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The administration recommends approval of the Tornillo ISD reunification agreement as presented.	Information Only:	No
People Participating In Presentation:	Dr. Vijil Mr. Michael Perez	Who Has Been Involved:	Tornillo ISD and Fabens ISD Safety and Security members
How Will It Benefit the District's Mission/Goals?	Comply with safety requirements	How Will Request Be Financed?	N/A
		Cost to District:	

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Homebound Stipend Increase	Date Requested	
Requested By:		Approximate Time	5 min
Division Approval:		Action Needed:	yes
Action Requested:	Administration recommends approval of the proposed Homebound stipend increases from \$30.00 and \$35.00 to \$50.00 and \$55.00 as presented.	Information Only:	
People Participating In Presentation:	Martin Torres	Who Has Been Involved:	M. Gonzalez R. Armendariz M. Torres
How Will It Benefit the District's Mission/Goals?	Provide Free and Appropriate Education to Students	How Will Request Be Financed?	Budgeted funding for Homebound
		Cost to District:	Variable based on student need. Estimated increase of \$12,800 based on 2021-2022 usage

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Fabens ISD Federal Funds Expenditures	Date Requested	10/12/2022
Requested By:	Board Member Sylvia Gonzales	Approximate Time	10 minutes
Division Approval:		Action Needed:	N/A
Action Requested:	To be reviewed and discussed	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:	

**FABENS ISD
BOARD OF TRUSTEES**

Date: 10/12/2022 Presented By: Board President

Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

If there is no further business

Motion to Adjourn by: _____

Second by: _____

Motion Passes: _____

the meeting is adjourned at _____ p.m.