

**Notice of Regular Meeting
Board of Trustees
Wednesday, July 21, 2021**

A Regular Meeting of the Board of Trustees will be held on Wednesday, July 21, 2021, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

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

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

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| A. Public comments related to this meeting or persons who desire to address the board during Communication and Visitors must comply with the following procedures; visit the link: https://rb.gy/k1sgj2 to submit your form no later than one (1) hour prior to this regular meeting. Paper forms of the requested information may be obtained at Fabens ISD Central Office. The content of your comments cannot exceed three (3) minutes | |
| B. Please click the link below to join the webinar:
https://rb.gy/c6nte0
or at
www.fabensisd.net on Fabens ISD Announcement | |
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| B. Fabens ISD 2021 - 2022 Enrollment Numbers | |
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If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Texas Government Code, Chapter 551, Subchapters D and E or Texas Government Code section 418.183(f). Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting. [See TASB Policy BEC(LEGAL)]

Posted: Friday, July 16, 2021 - 5:00 PM

For the Board of Trustees

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

Date: 07/21/2021 Presented By: Board President
Subject: Call to Order, Roll Call, Pledge of Allegiance and Fabens ISD Vision Statement Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
CALL to ORDER, ROLL CALL,
PLEDGE OF ALLEGIANCE and
FABENS ISD VISION STATEMENT**

The July 21, 2021 Regular Meeting is called to order at _____.
Let the minutes show that:

- 1) all members are in attendance

OR

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

Reason: () Illness () Family Emergency
() Out of Town () Other _____

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

.....
VISION STATEMENT:

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

**FABENS ISD
BOARD OF TRUSTEES**

**COMMUNICATION AND VISITORS
Board Agenda Item**

TITLE	Communication & Visitors	Date Requested	0721/2021
Requested By:	N/A	Approximate Time	Up to 15 minutes
Division Approval:	N/A	Action Needed by:	N/A
Action Requested:	N/A	Information Only:	Yes
People Participating In Presentation:	Community	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

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

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

**FABENS ISD
BOARD OF TRUSTEES**

**SUPERINTENDENT REPORT
Board Agenda Item**

TITLE	Superintendent Report	Date Requested	07/21/2021
Requested By:	Dr. Vijil	Approximate Time	15 minutes
Division Approval:		Action Needed:	No
Action Requested:	None	Information Only:	Yes
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	N/A
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

TOPICS:

Leadership Summit
Fabens ISD 2021 – 2022 Enrollment Numbers
Fabens ISD Back to School
COVID-19 Updates

**FABENS ISD
BOARD OF TRUSTEES**

**CONSENT AGENDA
Board Agenda Item**

TITLE	Consent Agenda	Date Requested	07/21/2021
Requested By:	Dr. Vijil	Approximate Time	5 minutes
Division Approval:		Action Needed :	Yes
Action Requested:	The administration recommends approval of the consent agenda items as presented	Information Only:	No
People Participating In Presentation:	Dr. Vijil	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

A.	Minutes of the Workshop Board Meeting, June 16, 2021 Attached for your review
B.	Minutes of the Regular Board Meeting, June 16, 2021 Attached for your review
C.	Minutes of the Special Meeting / Public Hearing, July 12, 2021 Attached for your review
D.	Fabens ISD Monthly and Quarterly Reports Attached for your review
E.	Fabens ISD 2021 – 2022 Farm Lease Attached for your review
F.	Texas Tech University Health Sciences Center at El Paso on Behalf of the Gayle Greve Hunt School of Nursing and Fabens ISD Memorandum of Understanding Attached for your review
G.	Fabens Independent School District and The University of Texas at El Paso New Teacher Mentorship Pilot Program Agreement of Cooperation Attached for your review
H.	2021 – 2022 West Texas Food Service Coop Interlocal Agreement Attached for your review
I.	Creative Kids MOU Attached for your review
J.	Communities in School Agreement Attached for your review
K.	Fabens ISD 2021 – 2022 Handbooks: Substitute – Employee Student Code of Conduct – Student and DAEP Separate packet
L.	2021 – 2022 Texas Teacher Evaluation and Support System (T-TESS) Appraisers Attached for your review
M.	2021 – 2022 Texas Teacher Evaluation and Support System (T-TESS) Calendar Attached for your review

Minutes of Workshop Meeting The Board of Trustees Fabens ISD

A Workshop Meeting of the Board of Trustees of Fabens ISD was held Wednesday, June 16, 2021 beginning at 5:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

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

Members Absent: None

Administrators Present: Dr. Veronica Vijil
Ms. Michele Gonzalez
Mr. Martin Torres
Ms. Audry Ortegon-Galvan

Administrators Present via Teleconference: Mr. Michael Perez
Maria T. Rodriguez

1. Call to Order, Roll Call, Pledge of Allegiance and Fabens ISD Vision Statement – 5:37 PM

The meeting was called to order at 5:37 pm by Board President, Mr. Benjamin Morales. All members were in attendance. The Pledge of Allegiance and Fabens ISD Vision were recited by all.

2. Communication and Visitors – 5:38 PM

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

B. Please click the link below to join the webinar:
<https://rb.gy/c6nte0>

or at

www.fabensisd.net on Fabens ISD Announcement

No comments were received.

3. Board of Trustees Business – 5:38 – 6:29 PM

A. Fabens ISD 2021 - 2022 Budget Workshop

Ms. Luz Cadena, Texas Association of School Boards Compensation Consultant, presented the salary study conducted for the district and answered questions from the Board.

4. Adjourn – 6:30 PM

There being no further business, Ms. Rosamaria Gallo-Avitia motioned and Mr. Orlando Flores seconded to adjourn at 6:30 PM.

Motion Carried: 7 - 0

Minutes of Regular Meeting The Board of Trustees Fabens ISD

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

Members Absent: None

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

Administrators Present via Teleconference: Mr. Michael Perez
Maria T. Rodriguez

1. Call to Order, Roll Call, Pledge of Allegiance and Fabens ISD Vision Statement – 6:34 PM

The meeting was called to order at 6:34 PM by Board President, Mr. Benjamin Morales. All members were in attendance. The Pledge of Allegiance and Fabens ISD Vision was recited by all.

2. Communication and Visitors – 6:34 PM

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

B. Please click the link below to join the webinar:
<https://rb.gy/c6nte0>

or at
www.fabensisd.net on Fabens ISD Announcement
Under this portion of the meeting, no comments were received.

3. Superintendent Report – 6:35 – 6:47 PM

A. Month of Unity and Healing

Dr. Vijil opened the item and reviewed the information in the Board's packet sent by the county. She invited Mr. Jacob Belshe, FISD Athletic Director, to provide details on the activities planned for event. Mr. Belshe invited everyone to the community event on July 12, 2021 during the Soccer Camp.

B. Legislative Updates

Dr. Vijil opened the item and provided the Board and community with legislative updates: Bill 1468 regarding remote learning and school districts not receiving funding for remote learners. A video that was created to provide information to parents and the community was viewed.

C. COVID-19 Updates

Dr. Vijil provided updated COVID-19 updates and the clinics Fabens ISD provided for the students and community.

4. Consent Agenda - 6:47 – 6:48 PM

A. Minutes of the Regular Board Meeting, May 19, 2021

B. Minutes of the Special Board Meeting, May 28, 2021

C. Fabens ISD Monthly Financial Reports

D. Fabens ISD 2021 - 2023 Bank Depository Contract

E. Fabens ISD 2021 - 2022 The Brokerage Store Student/Athletic Accident Insurance

F. Fabens ISD 2021 - 2022 Farm Lease

Dr. Vijil opened the item and read the list on the Consent Agenda. Ms. Rosamaria Gallo-Avila motioned and Mr. Orlando Flores seconded to approve the Consent Agenda items as presented.

Motion Carried 7 – 0

5. Lone Star Governance - 6:49 – 7:15 PM

A. Finalize Fabens ISD Board Constraints

Lone Star Governance coach, Monica Jaloma, conducted the discussion with the Board to finalize the last board constraint. The Board and Ms. Jaloma discussed the drafts created at the last LSG session. After the discussion and the board's selection of the final constraint, Ms. Jaloma did state that the constraints would be adopted at the next board meeting.

6. Board of Trustees Business - 7:15 – 7:50 PM

A. Resolution of the Board of Trustees Regarding Elementary and Secondary School Emergency Relief (ESSER) III and Policy CB (Local) State and Federal Revenue Sources – 7:15 – 7:18 PM

Dr. April Galaviz, Federal Programs Director, presented the item and read the resolution provided to the Board in their packets. After reading the resolution, Mr. Greg Spence motioned and Ms. Viola Hernandez seconded to approve the Resolution of the Board of Trustees regarding ESSER III and Policy CB (Local) State and Federal Revenue Sources as presented.

Motion Carried: 7 - 0

B. Expansion of Curriculum and Instruction Department – 7:19 – 7:30 PM

Ms. Michele Gonzalez, Assistant Superintendent for Curriculum and Instruction presented the item and explained the needing and funding sources for the positions requested. Questions from the Board consisted of:

Combining 2 positions into 1

Funding sources since ESSER III monies is for approximately 3 years only

If positions would be terminated after the end of ESSER III monies

Salary ranges

Supervising authority

After answering all questions, Ms. Sylvia Gonzales motioned and Ms. Viola Hernandez seconded to approve the expansion of curriculum and instruction department as presented.

Motion Carried: 7 – 0

C. Part - Time Occupational Therapist Assistant Proposal – 7:31 – 7:43 PM

Ms. Roseanne Armendariz, Special Education Director, presented the item and reviewed the information presented to the board in their packets. After answering questions from the Board, Mr. Orlando Flores motioned and Ms. Sylvia Gonzales seconded to approve the part time Occupational Therapist Assistant proposal as presented.

Motion Carried: 6 – 1

Voting Against: A. Escobar

D. Discussion and Possible Action on Fabens ISD Universal Pre-Kindergarten Program – 7:43 – 7:49 PM

Ms. Michele Gonzalez presented the item and explained that this was an opportunity for the district to increase enrollment numbers through the universal pre-kinder program. The proposal stated that the district would be able to accept enrollment of any student who meets the age criteria. The cost to the district would be a teacher and a classroom aide. The district is not eligible for ADA funding who did not meet one or more of the criteria which must be met by current Pre-Kinder students. After the presentation Mr. Greg Spence motioned and Ms. Rosamaria Gallo-Avitia seconded to approve the Universal Pre-Kindergarten program as presented.

Motion Carried: 7 - 0

E. Fabens ISD 2021 - 2022 Stipends – 7:49 – 7:50 PM

Ms. Rosamaria Gallo-Avitia motioned and Mr. Orlando Flores seconded to table the item.

Motion Carried: 7-0

7. Adjourn – 7:51 PM

There being no further business, Ms. Rosamaria Gallo-Avitia motioned and Ms. Viola Hernandez seconded to adjourn the meeting at 7:51 PM.

Motion Carried: 7 - 0

Minutes of Special Meeting / Public Hearing The Board of Trustees Fabens ISD

A Special Meeting / Public Hearing of the Board of Trustees of Fabens ISD was held Monday, July 12, 2021, beginning at 5:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

Members Present: Benjamin Morales (Central Office)
Orlando Flores (Central Office)
Sylvia Gonzales (Virtual)
Rosamaria Gallo-Avitia (Central Office)

Members Absent: Adan Escobar
Greg Spence

Administrators Present: Dr. Veronica Vijil
Mr. Martin Torres
Ms. Michele Gonzalez

**Administrators Present
via Teleconference:** Mr. Michael Perez

Maria T. Rodriguez

1. Call to Order, Roll Call and Pledge of Allegiance – 5:31 PM

The meeting was called to order at 5:31 PM by Board President, Mr. Benjamin Morales. All members were in attendance except Mr. Escobar, Mr. Spence and Ms., Viola Hernandez. The Pledge of Allegiance and Fabens ISD Vision Statement were recited by all

2. Communication and Visitors – 5:32 PM

No comments submitted prior to the meeting. The portal would remain open for comments during and after the presentation.

3. Elementary and Secondary School Emergency Relief Fund (ESSERIII) Spending Plan Review – 5:34 – 6:06 PM

Dr. April Galaviz, Federal Programs Director, addressed the board and presented a Power Point presentation with ESSER III information and survey results. Survey questions were reviewed and community priorities were listed. Budget summaries with descriptions, purpose and timelines were presented:

Social, Emotional and Academic Needs of the Students - \$3,830,156.00

Technology and Connectivity - \$2,829,211.00

Parent and Student Engagement - \$540,000.00

Well Supported Teachers - \$705,000.00

Indirect Costs - \$386,347.32

TOTAL - \$8,290,715.00

Questions asked after the presentation were:

When tutoring would occur

Questions on Indirect Costs

Aides – where would they be assigned/located

Class Ratios

Video Walls

Who would be receiving the stipends listed

When distribution of the stipends would occur

Questions on the technology and connectivity

Facility repairs to reduce virus transmission

Hiring extra personnel for counseling aside from the Community in School

Coordinators

4. Adjourn – 6:06 PM

There being no further business, Ms. Sylvia Gonzales motioned and Ms. Rosamaria Gallo-Avitia seconded to adjourn at 6:06 PM.

**INVESTMENT REPORT
JUNE 2021**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
Lone Star Investment Pool			
Government Overnight Fund			
Local Maintenance Fund	\$10,362,170	\$44	0.01%
Interest & Sinking Fund	\$712,361	\$3	0.01%
 Corporate Overnight Plus Fund			
Local Maintenance Fund	\$11,946	\$1	0.10%
Total Lone Star Investment Pool	\$11,086,477	\$48	
 WestStar Bank			
General Operating Account	\$806,563	\$40	0.08%
Activity Account	\$97,453	\$6	0.08%
Robert F Cook - Savings	\$2,077	\$0	0.10%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$16,816	\$0	0.02%
Total WestStar Bank	\$927,774	\$46	
 Wells Fargo Advisors			
T.A. Pollan Money Fund	\$6,221	\$0	
Total Wells Fargo Advisors	\$6,221	\$0	
 Total Monthly Interest Earned	\$94		
Total Interest Year to Date 2020-2021	\$3,456		
 Total General Fund Balance	\$7,531,587		

We, the approved Investment Officers of Fabens ISD, hereby certify that the following Investment Report represents the investment position of the district as of June 30, 2021 in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

MARTIN TORRES, DIRECTOR OF BUSINESS AND FINANCE

VERONICA VIJIL, SUPERINTENDENT

FOOD SERVICE
Fund 101

JUNE 2021

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$113	\$0	\$113	0.00%
Local Revenue-Catering & Sale Meals	\$28,588	\$4,002	\$24,586	14.00%
State Matching Revenue	\$8,500	\$7,567	\$933	89.02%
Federal Revenue-Breakfast	\$200,974	\$306,031	-\$105,057	152.27%
Federal Revenue-Lunch	\$954,985	\$498,438	\$456,547	52.19%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$14,390	\$31,226	31.55%
TOTAL REVENUE	\$1,311,846	\$830,428	\$481,418	63.30%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,311,846	\$1,047,015	\$264,831	79.81%
TOTAL EXPENDITURE	\$1,311,846	\$1,047,015	\$264,831	79.81%

TAX COLLECTIONS REPORT

JUNE 2021

2020-2021

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<u>Estimated Collections:</u>	2,258,769	601,517	2,860,286
<u>Actual Collections:</u>			
September	42,088	9,364	51,431
October	27,685	7,129	34,813
November	128,101	35,161	163,262
December	475,057	125,924	600,981
January	1,054,293	280,300	1,334,593
February	323,657	86,041	409,698
March	183,810	48,508	232,318
April	49,576	12,922	62,498
May	22,374	5,855	28,230
June	15,088	3,937	19,025
July			0
August			0
Due to/from			
Year To Date	2,321,709	615,140	2,936,849
Tax Rates	1.0547000% +	0.2808000% =	1.3355000%

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

JUNE 2021

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
FUNCTION 11	\$13,362,682	\$10,593,616	\$2,769,066	79.28%
Instruction				
FUNCTION 12	\$295,246	\$220,394	\$74,852	74.65%
Instructional Resources/ Media (Library)				
FUNCTION 13	\$241,203	\$174,276	\$66,927	72.25%
Curriculum and Staff Development				
FUNCTION 21	\$204,902	\$170,028	\$34,874	82.98%
Instructional Leadership				
FUNCTION 23	\$1,440,064	\$1,137,018	\$303,046	78.96%
School Leadership				
FUNCTION 31	\$869,252	\$678,846	\$190,406	78.10%
Counseling Guidance Services				
FUNCTION 32	\$39,131	\$24,758	\$14,373	63.27%
Social Work Services				
FUNCTION 33	\$318,000	\$248,664	\$69,336	78.20%
Health Services				
FUNCTION 34	\$1,015,752	¹⁹ \$879,401	\$136,351	86.58%

Transportation

FUNCTION 35	\$38,052	\$26,384	\$11,668	69.34%
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Food Service

FUNCTION 36	\$827,199	\$700,819	\$126,380	84.72%
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Co-Curricular Athletics

FUNCTION 41	\$1,332,790	\$913,043	\$419,747	68.51%
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General Administration

FUNCTION 51	\$3,670,406	\$2,929,782	\$740,624	79.82%
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Plant Maintenance and
Operation

FUNCTION 52	\$304,567	\$239,017	\$65,550	78.48%
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Security/Monitoring
Services

FUNCTION 53	\$335,960	\$274,745	\$61,215	81.78%
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Data Processing

FUNCTION 61	\$41,020	\$30,468	\$10,552	74.28%
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Community Services

FUNCTION 81	\$12,150	\$0	\$12,150	0.00%
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Facilities Acquisition
and Construction

FUNCTION 99	\$36,000	\$35,381	\$619	98.28%
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Other Intergovernmental
Charges

ORIGINAL BUDGET	\$24,384,376	\$19,276,638	\$5,107,738	79.05%
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**GENERAL FUND REVENUE
FUND 199**

JUNE 2021

	<u>ESTIMATED</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue				
Local Revenue- Tax Revenue	\$2,080,597	\$2,321,709	-\$241,112	111.59%
Local Revenue-Interest	\$72,190	\$3,198	\$68,992	4.43%
Local Revenue-Miscellaneous	\$298,632	\$295,836	\$2,796	99.06%
LOCAL TOTAL	\$2,451,419	\$2,620,743	-\$169,323	106.91%
State Revenue TEA	\$18,065,347	\$16,240,436	\$1,824,911	89.90%
State Funding - HB1	\$768,802	\$824,007	-\$55,205	107.18%
On Behalf Payment	\$1,339,229	\$847,835	\$491,394	63.31%
Federal Programs Indirect Costs	\$45,388	\$0	\$45,388	0.00%
ROTC	\$88,697	\$65,696	\$23,001	74.07%
STATE TOTAL	\$20,307,463	\$17,977,974	\$2,329,489	88.53%
TOTAL REVENUE	\$22,758,882	\$20,598,717	\$2,160,165	90.51%

**DEBT SERVICE FUND
FUND 599**

JUNE 2021

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$615,227	-\$21,791	103.67%
Local Revenue-Interest	\$9,500	\$192	\$9,308	2.02%
State Revenue	\$1,447,196	\$1,561,014	-\$113,818	107.86%
Transfer In	\$189,171	\$0	\$189,171	0.00%
TOTAL REVENUE	\$2,239,303	\$2,176,433	\$62,870	97.19%

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,239,303	\$1,774,615	\$464,688	79.25%
TOTAL EXPENDITURE	\$2,239,303	\$1,774,615	\$464,688	79.25%

Bank Account - WestStar Bank(4178696)					
Start Date - 06-01- 2021 End Date - 06- 30-2021				Print Date: 07/13/2021 15:12 a	
Issued Checks					
<u>Check Number</u>	<u>Payee</u>		<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
48554	4imprint		06/03/2021	Paper Check	\$1,279.06
48555	Adrian Reza		06/03/2021	Paper Check	\$150.00
48556	American Heritage Life		06/03/2021	Paper Check	\$60.46
48557	American Refrigeration Supplies		06/03/2021	Paper Check	\$1,226.60
48558	Baja Graphics		06/03/2021	Paper Check	\$1,805.00
48559	Barnes And Nobles #2744		06/03/2021	Paper Check	\$2,243.40
48560	C & M Plaque And Trophy		06/03/2021	Paper Check	\$120.00
48561	Cammaron Trujillo		06/03/2021	Paper Check	\$700.00
48562	Carolina Biological Supply Co		06/03/2021	Paper Check	\$1,301.02
48563	Ced Credit Office		06/03/2021	Paper Check	\$86.37
48564	Dell Computer		06/03/2021	Paper Check	\$10,954.05
48565	Demco, Inc		06/03/2021	Paper Check	\$717.89
48566	Dr. Victor Ramirez		06/03/2021	Paper Check	\$100.00
48567	Eco-Worx, Inc.		06/03/2021	Paper Check	\$5,851.20
48568	Eduardo Placencia, Jr.		06/03/2021	Paper Check	\$150.00
48569	Ekon-O-Pac		06/03/2021	Paper Check	\$736.75
48570	El Paso Central Appraisal District		06/03/2021	Paper Check	\$8,497.40
48571	El Paso County Water Dist #4		06/03/2021	Paper Check	\$15,598.78
48572	FABENS QUICK LUBE, LLC		06/03/2021	Paper Check	\$88.00
48573	First Financial Administrators		06/03/2021	Paper Check	\$58,502.37
48574	First Financial Administrators		06/03/2021	Paper Check	\$7,311.50
48575	Gloria Maria Martinez		06/03/2021	Paper Check	\$637.50
48576	Hercules Industries, Inc.		06/03/2021	Paper Check	\$1,574.56
48577	IMAGE MAKER 4U, INC.		06/03/2021	Paper Check	\$1,759.00
48578	IMPAC		06/03/2021	Paper Check	\$355.70
48579	Jones School Supply, Inc		06/03/2021	Paper Check	\$606.75
48580	K-Log Inc		06/03/2021	Paper Check	\$688.70
48581	Labatt Food Service		06/03/2021	Paper Check	\$59,147.04
48582	Manuel Guillermo Reyes		06/03/2021	Paper Check	\$150.00
48583	Maria I. Quiroz		06/03/2021	Paper Check	\$1,680.00
48584	Met Life Insurance Company		06/03/2021	Paper Check	\$73.22
48585	Mission Linen & Uniform		06/03/2021	Paper Check	\$2,515.20
48586	Ofelia Del Toro		06/03/2021	Paper Check	\$920.00
48587	Office Depot		06/03/2021	Paper Check	\$9,758.40
48588	Olivas Music		06/03/2021	Paper Check	\$622.50
48589	PSAT/NMSQT	23	06/03/2021	Paper Check	\$1,645.00
48590	Palos Sports Inc		06/03/2021	Paper Check	\$258.72

48591	Personnel Concepts		06/03/2021	Paper Check	\$1,514.45
48592	Positive Promotions		06/03/2021	Paper Check	\$716.04
48593	Pre-Paid Legal Services		06/03/2021	Paper Check	\$15.96
48594	Price's Creameries		06/03/2021	Paper Check	\$2,477.38
48595	Rubber Ducky Screenprinting		06/03/2021	Paper Check	\$480.00
48596	Sam's Club		06/03/2021	Paper Check	\$3,455.42
48597	School Specialty LLC		06/03/2021	Paper Check	\$117.23
48598	Segovia's Distributing		06/03/2021	Paper Check	\$2,112.19
48599	Signwarehouse		06/03/2021	Paper Check	\$458.99
48600	Southwestern Mill Distributors		06/03/2021	Paper Check	\$1,050.40
48601	Sports Supply Group, Inc.		06/03/2021	Paper Check	\$3,340.00
48602	Stuart C. Cox, Trustee		06/03/2021	Paper Check	\$1,277.90
48603	Sun Valley Equipment Sales		06/03/2021	Paper Check	\$189.00
48604	TCG Administrators		06/03/2021	Paper Check	\$312.46
48605	TSTA		06/03/2021	Paper Check	\$1,840.74
48606	Texas Aft/Peg		06/03/2021	Paper Check	\$140.00
48607	Texas Educational Paperback		06/03/2021	Paper Check	\$24.30
48608	Unum Life Insurance Co Unum/Provident		06/03/2021	Paper Check	\$458.88
48609	Wholesale Lumber of Fabens LLC		06/03/2021	Paper Check	\$90.65
48610	Windstream Communications C/o Bank Of America, Na		06/03/2021	Paper Check	\$996.56
48611	Salvador Cedillo		06/03/2021	Paper Check	\$790.00
48612	Raul Tarango		06/03/2021	Paper Check	\$720.00
48618	ACET		06/10/2021	Paper Check	\$75.00
48619	American Express		06/10/2021	Paper Check	\$3,104.55
48620	Angelina Fernandez		06/10/2021	Paper Check	\$1,540.00
48621	Apple Computer Inc		06/10/2021	Paper Check	\$1,398.00
48622	B & H Photo Video		06/10/2021	Paper Check	\$8,712.92
48623	Brady Industries of Texas, LLC		06/10/2021	Paper Check	\$272.38
48624	Decision Tree Technologies		06/10/2021	Paper Check	\$8,865.29
48625	Dell Computer		06/10/2021	Paper Check	\$10,315.45
48626	DiaMedical USA Equipment LLC		06/10/2021	Paper Check	\$3,320.19
48627	EZ Flex Sport Mats		06/10/2021	Paper Check	\$1,004.04
48628	El Paso Community College		06/10/2021	Paper Check	\$4,160.00
48629	El Paso County Tax Assessor & Collector		06/10/2021	Paper Check	\$86.25
48630	Fabens Oil Co.		06/10/2021	Paper Check	\$4,089.76
48631	Fernando Medina		06/10/2021	Paper Check	\$150.00
48632	Home Depot Credit Services		06/10/2021	Paper Check	\$1,222.11
48633	Johnstone Supply		06/10/2021	Paper Check	\$166.95
48634	Jones School Supply, Inc		06/10/2021	Paper Check	\$290.50
48635	Jones School Supply, Inc		06/10/2021	Paper Check	\$2,999.33
48636	Katherine M. Reyes-Brooks		06/10/2021	Paper Check	\$1,050.00
48637	MEDIWASTE DISPOSAL, LLC	24	06/10/2021	Paper Check	\$115.00
48638	Mission Linen & Uniform		06/10/2021	Paper Check	\$43.40
48639	Myron		06/10/2021	Paper Check	\$174.97

48640	Office Depot		06/10/2021	Paper Check	\$6,992.67
48641	Price's Creameries		06/10/2021	Paper Check	\$4,203.65
48642	R. T. C., Inc.		06/10/2021	Paper Check	\$1,224.00
48643	ROADMAP Education Consultants, Inc.		06/10/2021	Paper Check	\$1,400.00
48644	Really Good Stuff, Inc		06/10/2021	Paper Check	\$895.06
48645	RedGear LLC		06/10/2021	Paper Check	\$1,695.77
48646	Region Xix Esc		06/10/2021	Paper Check	\$360.00
48647	Rosetta Stone Ltd.		06/10/2021	Paper Check	\$3,600.00
48648	S & S Welding		06/10/2021	Paper Check	\$70.00
48649	Sam's Club		06/10/2021	Paper Check	\$287.26
48650	Sarah Aguilar Perez		06/10/2021	Paper Check	\$70.00
48651	Scholastic Testing Service Scoring Center		06/10/2021	Paper Check	\$67.20
48652	School Specialty LLC		06/10/2021	Paper Check	\$251.62
48653	Signwarehouse		06/10/2021	Paper Check	\$861.99
48654	Spectrum Technologies		06/10/2021	Paper Check	\$8,681.17
48655	Sun Valley Equipment Sales		06/10/2021	Paper Check	\$42.99
48656	Texas Gas Service		06/10/2021	Paper Check	\$4,874.09
48657	Time Warner Cable		06/10/2021	Paper Check	\$64.77
48658	Valley Speech,language & Learning Center		06/10/2021	Paper Check	\$1,936.00
48659	Watson Pest Management		06/10/2021	Paper Check	\$1,725.00
48660	Winsupply S El Paso TX Co.		06/10/2021	Paper Check	\$2,299.35
48661	Roseanne Armendariz		06/10/2021	Paper Check	\$39.97
48667	American Refrigeration Supplies		06/17/2021	Paper Check	\$238.57
48668	B & H Photo Video		06/17/2021	Paper Check	\$1,269.45
48669	Brady Industries of Texas, LLC		06/17/2021	Paper Check	\$4,037.04
48670	CS Advantage USAA Inc.		06/17/2021	Paper Check	\$273,130.34
48671	Cdw Government, Inc		06/17/2021	Paper Check	\$3,454.80
48672	Control and Equipment Company of El Paso,		06/17/2021	Paper Check	\$570.08
48673	Delightex Inc.		06/17/2021	Paper Check	\$504.99
48674	Dell Computer		06/17/2021	Paper Check	\$5,728.88
48675	Fabens ISD/Travel Buses		06/17/2021	Paper Check	\$2,259.00
48676	Fabens Isd/food Serv Catering		06/17/2021	Paper Check	\$65.00
48677	First Financial Administrators		06/17/2021	Paper Check	\$8,059.00
48678	Friedman Recycling Co., Inc.		06/17/2021	Paper Check	\$494.00
48679	Frontline Education		06/17/2021	Paper Check	\$2,793.88
48680	Gopher Sports		06/17/2021	Paper Check	\$949.85
48681	Herff Jones, Inc.		06/17/2021	Paper Check	\$3,703.60
48682	Home Depot Credit Services		06/17/2021	Paper Check	\$128.11
48683	Jeanette Williams		06/17/2021	Paper Check	\$562.50
48684	Labatt Food Service		06/17/2021	Paper Check	\$2,121.42
48685	Maria I. Quiroz		06/17/2021	Paper Check	\$1,610.00
48686	Mission Linen & Uniform		06/17/2021	Paper Check	\$1,722.40
48687	Mounce, Green, Myers, Safi Paxson &	25	06/17/2021	Paper Check	\$1,665.00
48688	Office Depot		06/17/2021	Paper Check	\$2,209.77

48689	Olivas Music		06/17/2021	Paper Check	\$172.50
48690	Party World		06/17/2021	Paper Check	\$376.20
48691	Party World		06/17/2021	Paper Check	\$401.30
48692	Positive Promotions		06/17/2021	Paper Check	\$818.97
48693	Price's Creameries		06/17/2021	Paper Check	\$293.00
48694	Proaction, Inc.		06/17/2021	Paper Check	\$490.00
48695	Purchase Power		06/17/2021	Paper Check	\$955.00
48696	Region Xix Esc		06/17/2021	Paper Check	\$550.00
48697	School Specialty LLC		06/17/2021	Paper Check	\$874.35
48698	Sports Supply Group, Inc.		06/17/2021	Paper Check	\$745.00
48699	Stuart C. Cox, Trustee		06/17/2021	Paper Check	\$1,277.90
48700	Super Care Muffler Shop		06/17/2021	Paper Check	\$650.00
48701	TCG Administrators		06/17/2021	Paper Check	\$471.93
48702	The Sherwin-Williams Co.		06/17/2021	Paper Check	\$2,395.55
48703	Time Warner Cable		06/17/2021	Paper Check	\$118.02
48704	Time Warner Cable		06/17/2021	Paper Check	\$194.31
48705	Verizon Business		06/17/2021	Paper Check	\$79.38
48706	Wilson Language Training Corp.		06/17/2021	Paper Check	\$2,884.68
48707	Wilson Language Training Corp.		06/17/2021	Paper Check	\$14,745.00
48708	Jesus Franco		06/17/2021	Paper Check	\$159.00
48716	Amsterdam Printing And Litho		06/24/2021	Paper Check	\$634.06
48717	B & H Photo Video		06/24/2021	Paper Check	\$2,595.13
48718	Barnes & Noble College Booksellers, Inc.		06/24/2021	Paper Check	\$2,243.10
48719	Brady Industries of Texas, LLC		06/24/2021	Paper Check	\$266.52
48720	C & M Plaque And Trophy		06/24/2021	Paper Check	\$280.00
48721	College Board		06/24/2021	Paper Check	\$4,909.00
48722	Dell Computer		06/24/2021	Paper Check	\$874.15
48723	Department Of Information Resource		06/24/2021	Paper Check	\$335.06
48724	Dunn Edwards Corporation		06/24/2021	Paper Check	\$741.27
48725	El Paso County Tax Assessor & Collector		06/24/2021	Paper Check	\$24.75
48726	El Paso Electric Co		06/24/2021	Paper Check	\$53,298.52
48727	El Paso ISD		06/24/2021	Paper Check	\$11,580.00
48728	Follett Library Resources		06/24/2021	Paper Check	\$2,987.57
48729	Follett School Solutions, Inc.		06/24/2021	Paper Check	\$4,710.46
48730	JROTC DOG TAGS, INC.		06/24/2021	Paper Check	\$408.81
48731	Johnstone Supply		06/24/2021	Paper Check	\$124.45
48732	Labatt Food Service		06/24/2021	Paper Check	\$10,282.90
48733	Lowman Consulting LLC		06/24/2021	Paper Check	\$350.00
48734	Mci Comm Service		06/24/2021	Paper Check	\$38.58
48735	Mission Linen & Uniform		06/24/2021	Paper Check	\$1,779.30
48736	Office Depot		06/24/2021	Paper Check	\$455.59
48737	Olivas Music		06/24/2021	Paper Check	\$716.05
48738	Price's Creameries	26	06/24/2021	Paper Check	\$660.27
48739	School Health Corporation		06/24/2021	Paper Check	\$321.76

48740	School Specialty LLC		06/24/2021	Paper Check	\$626.98
48741	Segovia's Distributing		06/24/2021	Paper Check	\$1,815.56
48742	Shooters Technology LLC		06/24/2021	Paper Check	\$1,110.00
48743	Signwarehouse		06/24/2021	Paper Check	\$104.00
48744	Sonitrol of El Paso		06/24/2021	Paper Check	\$8,188.85
48745	SystemsGo		06/24/2021	Paper Check	\$42.00
48746	Time Warner Cable		06/24/2021	Paper Check	\$64.77
48747	Xerox Financial Services, LLC		06/24/2021	Paper Check	\$598.16
				Issued Checks SubTotal	\$ 776,346.73
Voided Checks					
<u>Check Number</u>	<u>Payee</u>	<u>Check Date</u>	<u>Void Date</u>	<u>Payment Type</u>	<u>Amount</u>
48632	Home Depot Credit Services	06/10/2021	06/16/2021	Paper Check	\$ 1,222.11
				Voided Checks SubTotal	\$ 1,222.11
				Net Amount	\$ 775,124.62

July 13, 2021

To: Board of Trustees

Re: Quarterly Investment Report

The Quarterly Investment Report for the period ending May 31, 2021 is attached. Total investments increased from the end of the last quarter by \$127,813.87 as a result of regular district operations including foundation deposits.

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 0.01% for the Government Overnight Fund and 0.12% 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 March 2021, average yields at the investment pools ranged from 0.07% to a 0.06%. Yields through May 2021, decreased. 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

Director of Business and Finance



Veronica Vijil

Superintendent

3rd Qtr. Inv. Rpt.

7-13-2021

Investment Report
For the Quarter Ending May 31, 2021

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	11,398,853.98
Beginning Market Value	11,399,564.43
Ending Book Value	11,526,667.85
Ending Market Value	11,527,631.20
Gain/Loss	963.35
Accrued Interest for Period	249.29
Accrued Interest for FY	3,081.80

Martin Torres
Director of Business and Finance

Veronica Vijil
Superintendent

**Investment Report
for the Quarter Ending May 31, 2021**

Government Overnight Fund

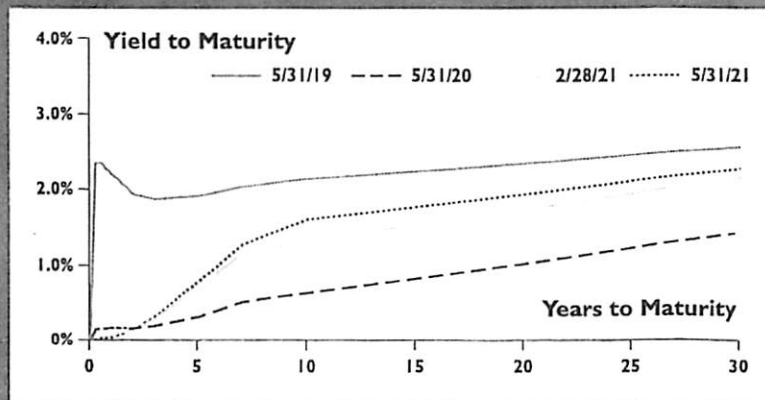
Description	Ave Rate	Beginning Book Value	Beginning Market Value	Current Qtr Deposits	Current Qtr Withdrawals	Qtr Accr Int	Ending Book Value	Ending Market Value	Gain/Loss	YTD Accr Int
Interest & Sinking	0.01%	640,643.56	640,683.47	67,983.98	1,150.00	14.00	707,491.54	707,550.66	59.12	189.16
Local Maintenance	0.01%	10,746,269.12	10,746,938.63	5,818,786.34	5,758,055.74	231.68	10,807,231.40	10,808,134.46	903.06	2,878.93

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	0.12%	11,941.30	11,942.33	-	-	3.61	11,944.91	11,946.08	1.17	13.71
Totals		11,398,853.98	11,399,564.43	5,886,770.32	5,759,205.74	249.29	11,526,667.85	11,527,631.20	963.35	3,081.80

Quarterly Position Report

May 31, 2021



The Treasury yield curve continued to steepen in the three-month period ending in May. Yields on longer maturing bonds rose as much as 19 basis points on the improving economic and rising inflation outlook. Yields on bonds maturing in less than one year fell up to three basis points as the Fed has been adamant that inflation is transitory and has implied that the target rate will remain near zero through at least next year. Several Fed members have indicated that the Fed should begin discussing plans to taper asset purchases. Equity prices continued to rally as both the Dow and S&P 500 touched all-time highs in early May.

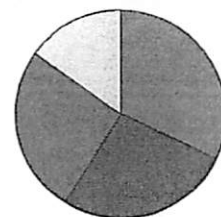
As more Americans continue to get vaccinated, activity is rebounding vigorously as indicated by the 559,000 jobs created, on net, in May. The majority of the gains were outside the goods-producing sector as leisure and hospitality jobs surged. The FOMC will meet on June 16. The market will be watching to see if a technical adjustment is made to RRP/IOER to provide relief to very short government yields which have been trading in negative territory.

Government Overnight Fund

Duration 0.22685

	Participant Assets	Market Value
Beginning-of-Quarter Balance	5,826,245,222.60	5,826,608,204.48
Deposits	1,265,004,625.81	
Withdrawals	(2,602,973,788.60)	
End-of-Quarter Balance	4,488,276,059.81	4,488,651,101.89

Agencies	32%
MM Funds	27%
Treasuries	26%
Cash/Repo	15%

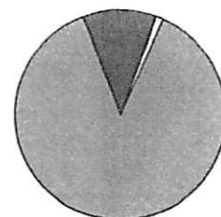


Corporate Overnight Fund

Duration 0.19508

	Participant Assets	Market Value
Beginning-of-Quarter Balance	4,625,816,388.68	4,626,074,863.17
Deposits	850,907,174.92	
Withdrawals	(1,563,889,100.42)	
End-of-Quarter Balance	3,912,834,463.18	3,913,135,690.97

Commercial Paper	87%
MM Funds	12%
Cash/Repo	1%

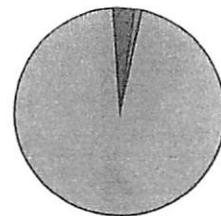


Corporate Overnight Plus Fund

Duration 0.24657

	Participant Assets	Market Value
Beginning-of-Quarter Balance	8,007,421,772.16	8,008,110,881.00
Deposits	2,858,170,869.95	
Withdrawals	(3,455,718,100.03)	
End-of-Quarter Balance	7,409,874,542.08	7,410,603,386.31

Commercial Paper	96%
MM Funds	3%
Agencies	1%



Returns

	March		April		May	
	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield
Govt Overnight Fund	0.01%	0.01%	0.01%	0.01%	0.01%	0.01%
Corp Overnight Fund	0.09%	0.09%	0.09%	0.08%	0.08%	0.08%
Corp Overnight Plus Fund	0.13%	0.12%	0.12%	0.12%	0.11%	0.11%

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.

FARM LEASE

This agreement of lease is made and entered into this **June 16, 2021** by and between the FABENS INDEPENDENT SCHOOL DISTRICT, whose address is P. O. Box 697, Fabens Texas 79838, hereinafter referred to as Landlord, and Loya Farms C/O David Loya, whose address is P. O. Box 1465, Fabens, Texas 79838 thereinafter referred to as Tenant.

In consideration of the mutual covenants and agreements herein set forth, and other good and valuable consideration, Landlord does hereby demise and lease to Tenant, and Tenant does hereby lease from Landlord, the following described property in El Paso County, Texas, to-wit:

Block Fifty-seven (57), Tract Three-A (3-A), SAN ELIZARIO GRANT in El Paso county, Texas, consisting of Twenty (20) acres, more or less.

hereinafter referred to as "the Farm".

TERM

(1) The base term of this lease shall be from **June 16, 2021 to June 16, 2022,** or within thirty (30) days thereafter if necessary to harvest a crop on the property, unless sooner terminated as herein provided. If during said period Landlord decides to sell the Farm, then the term shall terminate on **July 16, 2022** next following at least thirty (30) days written notice by Landlord, or **July 12, 2022** whichever is first.

RENT

(2) In consideration of this Lease, it is agreed by and between the parties hereto that the Landlord, FABENS INDEPENDENT SCHOOL DISTRICT, shall receive one-fourth (1/4) of the value of all crops produced thereon, and Tenant shall farm same at his expense and have three-fourths (3/4) of all crops produced thereon. Tenant will plant a crop on all the acreage that is permissible under the existing government controls. All crops produced there from shall be

ginned and/or processed and marketed by Tenant in the names of both parties hereto. Upon the sale of the crops, one-fourth (1/4) of the proceeds shall be distributed to the Landlord and three-fourth (3/4) shall be distributed to the Tenant; each party shall pay their own ginning and/or processing charge. Each party shall bear the risk of loss from the time the crops are planted until such time as all rents have been paid to Landlord in their respective proportionate share.

USE OF PREMISES

(3) Tenant shall, during the term of this Lease, occupy and use the Farm only for the purpose of planting, growing and harvesting crops and maintaining the Farm in a good and husband-like manner.

Tenant shall at his own discretion plant any crop he desires on the land, and shall fertilize all of the crops as he alone shall deem desirable.¹

Tenant shall farm same in a suitable manner as is the practice in El Paso County, Texas, and shall keep same clean from weeds, undesirable grasses and plants as he deems proper as a farmer in El Paso County, Texas.

Tenant covenants not to allow racial discrimination in any way related to the property.

LANDLORD'S LIEN

¹The use of the masculine gender herein is intended to include the feminine as appropriate and vice versa.

(4) Tenant hereby grants Landlord a security interest in the form of a landlord's lien, to secure Tenant's obligations hereunder, including the payment of all rent that may become due from Tenant to Landlord under this Lease, on all crops grown on the leased Farm and all proceeds from their sale. Tenant agrees to execute such financing statements to this effect as may be requested by Landlord, and to provide written notice of Landlord's lien to all potential and actual buyers, commission merchants, and selling agents interested in said crop(s), and to

fully cooperate in perfecting said lien under the Texas Business & Commerce Code and the Food Security Act of 1985, 7 U.S.C.A. §1631.

EXPENSES OF TENANT

(5) During the terms of this Lease, Tenant shall, among other things, at his own cost and expense:

- (a) Conduct all farming operations in a good and husband-like manner;
- (b) Keep and maintain all reclamation, irrigation, and drainage ditches located on the Farm open and in good condition and repair;
- (c) Keep and maintain the Farm, and all improvements and facilities appurtenant thereto that he is entitled to use, in good order and repair and in safe and clean condition;
- (d) Comply with all laws, orders and requirements of all governmental entities with reference to the use and occupancy of the Farm.

EXPENSES OF LANDLORD

(6) Landlord agrees to pay all taxes which may become due and owing on said land during the term of this lease to pay all water, construction and other charges assessable against said land during the terms of this lease.

WASTE OR NUISANCE

(7) Tenant shall not commit or permit the commission by others of any waste on the Farm; Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance; and Tenant shall not use or permit the use of the Farm for any unlawful purpose.

INSURANCE HAZARDS

(8) Tenant shall not commit or permit the commission of any acts on the Farm nor use or permit the use of the Farm in any manner that will cause the cancellation of any fire, liability, or other insurance policy insuring the Farm or the improvements on the Farm; and shall not commit acts on the Farm other than those acts which are legal and related to the exclusive use of the property for Farm purposes.

ALTERATIONS AND LIENS

(9) Tenant shall not make or permit any other person to make any alterations to the Farm or to any improvement thereon or facility appurtenant thereto without the written consent of the Landlord. Tenant shall keep the Farm free and clear from any and all liens, claims, and demands for work performed, materials furnished, or operations conducted thereon at the instance or request of Tenant.

All alterations, additions, or improvements made by Tenant shall become the property of Landlord at the termination of this Lease; if Landlord so elects, however, Tenant shall promptly remove all alterations, additions, and improvements, and any other property placed on the Farm by Tenant, and Tenant shall repair any damage caused by such removal.

ENTRY BY LANDLORD

(10) Tenant shall permit Landlord or Landlord's agents, representatives, employees, and guests, and Landlord hereby expressly retains the right, to enter the Farm at any and all reasonable times for the purpose of inspecting the Farm, to determine whether Tenant is complying with the terms of this Lease and for the purpose of doing any other lawful acts on the Farm.

INDEMNIFICATION

(11) Tenant agrees and covenants to indemnify and hold Landlord harmless against any and all claims, demands, damages, costs, and expenses, including reasonable attorneys' fees for the defense thereof, arising from the conduct or management of Tenant's business or his use of the above described Farm, or from any act or omission by Tenant, his agents, servants, employees, contractors, guests, or invitees on or about the leased Farm. In the event that any action or proceeding is brought against Landlord by reason of any of the above, Tenant further agrees and covenants to defend the action or proceeding by legal counsel acceptable to Landlord at Tenant's expense.

NO PARTNERSHIP

(12) Nothing contained in this Lease shall create or be construed as creating a partnership, joint venture, or employment relationship between Landlord and Tenant. Neither Landlord nor Tenant shall be liable, except as otherwise expressly provided in this Lease, for any obligations or liabilities incurred by the other.

LIABILITY INSURANCE

(13) Tenant shall procure and maintain, at his own cost and expense, during the term of this Lease, insurance policies issued by insurance companies acceptable to Landlord in amounts satisfactory to Landlord insuring Landlord and Tenant against any and all possible liability for injuries to or death of any person injured or killed at any time in, on, or about the Farm. The amounts of such coverage shall not be less than \$100,000.00 for each person and \$300,000.00 for each single occurrence for bodily injury or death and \$100,000.00 for each single occurrence for injury to or destruction of property.

SUBLEASING AND ASSIGNING

(14) Tenant shall not encumber, assign, sublet or otherwise transfer this Lease, any right or interest in this Lease, or any right or interest in the Farm or any of the improvements or crops that may now or hereafter be constructed, installed, or planted on the Farm, without the express written consent of the Landlord. Neither shall Tenant allow any other persons to occupy or use the Farm or any part thereof without the prior written consent of Landlord. Any encumbrance, assignment, transfer, or subletting without the prior written consent of the Landlord, whether it be voluntary or involuntary, by operation of law, or otherwise, is void and shall, at the option of the Landlord, terminate this Lease.

INSOLVENCY OF TENANT

(15) Should Tenant become insolvent as defined in this Section 15, Landlord may, by giving ten (10) days written notice to Tenant or to the person appointed to manage Tenant's affairs, terminate this Lease effective March 26 following said notice. For the purposes of this Section, Tenant shall be conclusively presumed to have become insolvent if he (a) be adjudged a bankrupt, (b) has a receiver appointed to take possession of all or substantially all of his property because of insolvency, (c) makes a general assignment for the benefit of creditors, or (d) allows any judgment against his to remain unsatisfied or unbounded for a period of thirty (30) days or longer.

RECORDS

(16) Tenant shall make and maintain records of all agricultural and financial matters related to the Farm, and shall provide access to, or copies of, said records to Landlord upon request.

DEATH OR INCAPACITY OF TENANT

(17) Should tenant die or become permanently incapacitated, this Lease shall terminate 90 days after or end of crop season already planted following her/his death or incapacity.

DEFAULT BY TENANT

(18) All covenants and agreements contained in this Lease (including the timely payment of the rent) are declared to be conditions to this Lease and to the terms hereby demised to Tenant. Should Tenant default in the performance of any covenant, condition, or agreement contained in this Lease, Landlord may, on ten (10) days written notice, terminate this Lease and renter and regain possession of the Farm, if Tenant has not by then cured the default. On termination of this Lease, all rights of Tenant in and to the Farm and any crop or crops on the Farm shall also terminate.

NOTICES

(19) Except as otherwise expressly provided by law, any and all notices or other communications required or permitted by this Lease or by law to be given to either party hereto by the other party to this Lease shall be in writing and shall be deemed duly given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first class, postage prepaid, addressed to the Tenant at the address of P.O. Box 1456, Fabens, Texas 79838, or the Landlord at P.O. Box 697 Fabens, Texas 79838. Either party, Tenant or Landlord, may change their address for the purpose of this Section 19 by giving written notice of such change to the other party in the manner provided in this Section.

HEIRS AND SUCCESSORS

(20) The Lease shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the parties hereto, subject to the other provisions hereof.

IN WITNESS WHEREOF, the undersigned Landlord and Tenant hereto executed this lease as of

**MEMORANDUM OF UNDERSTANDING
TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO
AND
FABENS INDEPENDENT SCHOOL DISTRICT**

This Memorandum of Understanding ("MOU") is made by and between FABENS INDEPENDENT SCHOOL DISTRICT (hereinafter called "FISD"), an independent school district and a political subdivision of the State of Texas in Fabens, Texas, and TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO), a public institution of higher education in the State of Texas (hereinafter referred to as "TTUHSC EP"), on behalf of the Gayle Greve Hunt School of Nursing (hereinafter referred to as "GGHSON").

Both TTUHSC EP and FISD are also referred to herein as "Party", or collectively as "Parties".

**ARTICLE I
PURPOSE**

WHEREAS, TTUHSC EP operates an accredited School of Nursing in El Paso, Texas;

WHEREAS, FISD operates an independent school district, and specifically Fabens High School, in Fabens, Texas;

WHEREAS, FISD offers a dual credit program at Fabens High School enabling students to obtain college credit in courses related to The core curriculum or an Associate's Degree through El Paso Community College

WHEREAS, parties desire to advance nursing education and aid in meeting the ever increasing demand in the State and Nation for trained health professionals, and to make available better health service to patients;

WHEREAS, the GGHSON is a highly competitive school of nursing that enrolls approximately 300 out of approximately 800 applicants yearly;

WHEREAS, the Parties desire to establish an affiliation with TTUHSC EP through which approximately 30 graduating students from FISD Fabens High School will have the opportunity to be admitted to TTUHSC EP GGHSON, provided such students (hereinafter called "students") meet the requirements set forth herein and GGHSON will set aside a minimum of 10% of its enrollment capacity for such students (hereinafter called the "Early College Nursing Pathway");

WHEREAS, it is deemed advisable and in the best interest of the parties to establish an affiliation for the purpose of carrying out these objectives.

NOW, THEREFORE, in consideration of foregoing and the mutual promises contained herein, the Parties agree as follows:

**ARTICLE II
TERM AND TERMINATION**

The term of this agreement ("Term"), shall be four (4) years commencing, August 1, 2021 and ending on July 31, 2025.

Either party may terminate this agreement at any time without cause upon at least thirty (30) days' prior written notice, provided that all students currently participating in the Early College Nursing Pathway at the time of notice of termination shall be given the opportunity to apply as described in section 2(a)(i) below within four school calendar years of termination, subject to available funding.

ARTICLE III RESPONSIBILITIES

1. FISD agrees to:

- a. Offer FISD students up to sixty (60) hours of college credit in lower division courses needed for admission into the GGHSON Accelerated Bachelor's Degree of Science in Nursing ("BSN") degree as set forth in Appendix A.
 - i. A student will be eligible to enroll in dual credit courses in the ninth through twelfth grade if the student demonstrates that he or she has achieved the minimum passing standard on the Texas Success Initiative ("TSI") Assessment in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in college-level courses.
 - ii. Students will be dual enrolled in such college courses while completing high school graduation requirements. The students participating in the Early College Nursing Pathway are expected to continue working toward completing his/her high school graduation requirements.
 - iii. College courses for the Early College Nursing Pathway must meet the Texas Core Curriculum established in the Texas Education Code (TEC) §61.822(b) and Texas Administrative Code (TAC), §4.28(a)(1) and the TTUHSC El Paso Texas Core Curriculum institutional policy (HSCEP OP 77.16, Texas Core Curriculum). (See requirements in Appendix A as well as <http://www.ttuhsc.edu/son/core.aspx>), the total courses required to be admitted to the Accelerated BSN program at GGHSON is 55 hours.
 - iv. Courses must be completed at an institution accredited by the Southern Association of Colleges and Schools ("SACS"), preferably Texas Tech University.
 - v. FISD students in the Early College Nursing Pathway must meet state and college/university requirements for admission to the college/university where courses are taken.
- b. Inform all students in the Early College Nursing Pathway that they are not guaranteed admission to TTUHSC EP and inform them of the two-phase process, which includes provisional admission and final admission, subject to TTUHSC EP requirements.

- c. Inform its teachers and students of the requirement to comply with TTUHSC EP's policies and procedures when in attendance at TTUHSC EP's facilities. Standards are found in the TTUHSC EP Institutional Student Handbook Student Code.
- d. Maintain the authority and responsibility for education programs for its students which may be conducted within TTUHSC EP facilities.
- e. Request students and parents, if applicable, to sign a record release in the form of Appendix B.
- f. Inform students of the admission process, requirements, and conditions for provisional and final admission to TTUHSC EP and submission of a background check to GGHSON.
- g. A Criminal Background Check (CBC) must be completed prior to enrollment at TTUHSC EP GGHSON. Each student is responsible for the cost of his/her CBC and any additional fees. The CBC is conducted through the Texas Board of Nursing. Detailed instructions are emailed by TTUHSC EP GGHSON to admitted students upon payment of placement fee.
- h. Appoint a coordinator to oversee and monitor student progression in the Early College Nursing Pathway. Twice each year, by February 1st and by July 1st, the Fisd coordinator will provide progression updates to a faculty member assigned by TTUHSC EP. The Fisd Coordinator will also serve as liaison for Fisd students interested in the Early College Nursing Pathway.
- i. Provide transportation to and from any event hosted at TTUHSC EP, such as clinical simulations, and remain solely responsible for any liability associated with such transportation to the extent permitted by applicable law. Fisd transportation will maintain liability insurance for transportation in accordance to Fisd policies and procedures regarding student transportation.
- j. Provide proof that it maintains liability insurance stated above in paragraph (III) (1)(i) in an amount that is commercially reasonable.

2. GGHSON Agrees:

- a. Establish a two-phase process in which Fisd students may be admitted on a provisional basis to the GGHSON.
 - i. **Phase I.** Fisd students participating in the Early College Nursing Pathway may apply directly to TTUHSC EP for admission to GGHSON (Accelerated BSN degree) after they have successfully completed 44 credit hours for college courses referenced in Section 1 above and Appendix A, including all four required lab science courses: Chemistry (4 hours), Anatomy and Physiology I (4 hours), Anatomy and Physiology II

(4 hours), Microbiology (4 hours). “Successfully competed” means achieving a grade of “C” or better for each of these courses.

1. Applications for admission must be submitted by the designated deadline of GGHSON found on webpage.
2. Applications for admission must include the following by the deadline through the Nursing CAS system:
 - a. official high school diploma, transcripts and college transcripts in sealed envelopes (minimum cumulative GPA for high school is “3.5 and for college is “3.0”)
 - b. Health Education Systems Incorporated (“HESI”) Assessment Exam scores
 - c. Applicable nonrefundable administrative fee (fee is subject to change and is listed on the TTUHSC EP GGHSON website)
3. Students who do not submit the application by the application deadlines will not be considered for admission. Students may reapply on the next application period. Students who are offered admission to the Accelerated BSN program and do not accept placement in that class will have to reapply.

ii. **Phase II.** In the admission open period of the year of GGHSON matriculation, GGHSON will send the accepted student a formal admissions letter confirming final admission to GGHSON, provided all pre-requisites have been met and space is available.

4. GGHSON will set aside a minimum (10) percent of GGHSON’s enrollment capacity for each entering class for qualified provisionally accepted students to the Accelerated BSN program.
5. Students have cleared FBI Level 1 Criminal Background Check
6. Placement will be competitive. Each provisionally accepted student will be holistically reviewed using criteria such as cumulative prerequisite, GPA, science pre-requisites, cumulative GPA, and HESI test scores,
 - Students must provide proof of high school graduation and completion of all college course prerequisites in Appendix A, totaling 55 credit hours.
 - Students must meet the minimal requirements of the general applicant pool at the time of consideration for final admission.
 - Students are required to attend all mandatory GGHSON meetings and remain in contact with the GGHSON’s Office of student affairs representative academic advisor between their date of acceptance and the date they begin courses at GGHSON.
 - GGHSON reserves the right to fill any seats set aside for the
 - FISD accepted students that are not filled by the application deadline as deemed by TTUHSC EP GGHSON.

- If the admitted student does not meet the minimum requirements stated above or, background checks, or pre-clinical clearance etc. within the required scheduled deadline, the FISD student will relinquish his/her space in the GGHSON entering class and will need to reapply.
- Provide admissions counseling and enrollment information to FISD students participating in the Early College Nursing Pathway.
- Assist in recruiting eligible students for admission to the Early College Nursing Pathway.
- Provide clinical simulation opportunities at TTUHSC EP each year. These opportunities will not be for credit, but provide exposure to nursing education and the profession, as well as TTUHSC EP.
- TTUHSC EP may withdraw the acceptance or refuse admission for reason other than not meeting the admission criteria identified in Section 2 above. Examples of reason for withdrawing the provisional acceptance include but are not limited to: being placed on conduct probation while in high school or college coursework; the uncovering of information related to criminal activity not previously disclosed but reported in the background check; concerns presented in letters of recommendation.

ARTICLE IV

Withdrawal of Early College Nursing Pathway Participants

TTUHSC EP may remove from its premises any participant who poses an immediate threat or danger to personnel or to the quality of medical services or for unprofessional behavior as established in the TTUHSC EP Institutional Student Handbook Student Code.

TTUHSC EP may request FISD to withdraw or dismiss a participant from the Early College Nursing Pathway at TTUHSC EP when his or her performance is unsatisfactory to TTUHSC EP or his or her behavior is disruptive or detrimental to TTUHSC EP. Subject to the provisions of Subsection 3.a. above, it is understood that only FISD can dismiss the participant from the Early College Nursing Pathway while the participant is enrolled at FISD.

ARTICLE V COMPLIANCE

TTUHSC and FISD acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be

reasonably requested in writing by the other party to facilitate its compliance, except for records which are confidential and privileged by law. TTUHSCEP and FISD will assign a designee to monitor and address compliance issues.

ARTICLE VI

Independent Contractor

The parties hereby acknowledge that they are independent contractors, and neither party nor any of its agents, representatives, students or employees or participants shall be considered agents, representatives, or employees of the other party. In no event shall this agreement be construed as establishing a partnership or joint venture or similar relationship between the parties hereto. Each party shall be liable for its own debts, obligations, acts and omissions. No participant shall look to the other party for any salaries, insurance or other benefits. The provisions set forth herein shall survive expiration or other termination of this memorandum of understanding regardless of the cause of such termination.

ARTICLE VII

NON-DISCRIMINATION

There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, sexual orientation, veteran status, disability, perceived or actual sexual orientation, gender identity or gender expression or other legally protected classification in either the selection of students, or as to any aspect of the clinical training; provided, however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself preclude the student's effective participation in the Program.

ARTICLE VIII

SURVIVAL

The provisions set forth in section VII below shall survive expiration or other termination of this agreement, regardless of the cause of such termination.

ARTICLE IX

FERPA

To the extent parties generate or maintains educational records related to the participating students, the parties agrees to comply with the Family Educational Rights and Privacy Act (FERPA), and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, each party hereby designates the other party as a school official with a legitimate educational interest in the educational records of the participating students to the extent that access to one party's records is required by the other party to carry out this Agreement. Each party agrees that it will not further disclose personally identifiable information about any student that it receives from the other party pursuant to this Agreement, unless the student consents in writing to such disclosure or unless the information can otherwise legally disclose the information under FERPA. Each party agrees that it will not use the student information provided by the other party for any purpose other than to comply with the terms of its Agreement unless otherwise required by law.

ARTICLE X SEVERABILITY

If any provision of this agreement is held to be invalid or unenforceable for any reason, this agreement shall remain in full force and effect in accordance with its terms this regarding such unenforceable or invalid provision.

ARTICLE XI AMENDMENT

This agreement may not be amended or modified except by mutual written agreement.

ARTICLE XII NO THIRD PARTY BENEFICIARY

Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the parties that any such person or entity, other than the parties hereto, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.

ARTICLE XIII GOVERNING LAW; VENUE

This agreement shall be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in accordance with the Texas Civil Practice & Remedies Code and any amendments thereto.

ARTICLE XIV COUNTERPARTS

This agreement may be executed in one or more counterparts, all of which together shall constitute only one agreement.

ARTICLE XV NOTICES

All notices hereunder shall be in writing, delivered personally, in certified or registered mail, return receipt requested, or by overnight courier, and shall be deemed to have been duly given when delivered personally or when deposited in the United States mail, postage prepaid, or deposit it with the overnight courier addressed as follows.

If to TTUHSC EP:

Texas Tech University Health Sciences Center El Paso
Attn: Contracting Department
5001 El Paso Dr. – MSC 51014

El Paso, Texas 79905
ElpContractDept@ttuhsc.edu

And

Texas Tech University Health Sciences Center El Paso Gayle Greve Hunt School
of Nursing
Attn: Dr. Stephanie L. Woods, Dean
210 Rick Francis Street
El Paso, Texas 79905

If to Fisd:

Fabens Independent School District
Attn: Dr. Veronica Vijil, Superintendent
821 NE G Avenue
P.O. Box 697
Fabens, Texas 79838

ARTICLE XVI WAIVER

A waiver by either party of a breach or failure to perform hereunder shall not constitute a waiver of any subsequent breach or failure.

ARTICLE XVII ASSIGNMENT

School shall not assign or transfer, in whole or in part, this agreement or any school's rights, duties or obligations under this agreement without the prior written consent of TTUHSC EP, and any assignments or transfer by school without such consent shall be null and void. This agreement is assignable by TTUHSC EP without consent or notice.

ARTICLE XVIII CRIMINAL HISTORY RECORD INFORMATION REVIEW

TTUHSC EP shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, Fisd Board Policy and other Fisd policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee or contractor with TTUHSC EP with a disqualifying criminal history performs services under this MOU at or for Fisd; and shall timely provide written certifications thereunder in such form and substance as mutually agreed by TTUHSC EP and Fisd.

ARTICLE XIX IMMUNITY

Parties reserve, and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their rights and their employees/officials' rights under the Texas Tort Claims Act.

**ARTICLE XX
ENTIRE AGREEMENT**

This agreement contains the entire understanding of the parties with respect to the subject matter here and supersedes all prior agreements, oral or written, and other communications between the parties relating to such subject matter. This agreement may not be amended or modified except by mutual written agreement. All continuing covenants, duties and obligations herein shall survive the expiration or earlier termination of this agreement.

IN WITNESS WHEREOF, the undersigned parties bind themselves to the faithful performance of this agreement.

TEXAS TECH UNIVERSITY HEALTH
SCIENCES CENTER AT EL PASO

FABENS INDEPENDENT SCHOOL
DISTRICT

Richard A. Lange, M.D., M.B.A.
President
Date _____

Veronica Vijil,
Superintendent
Date _____

Appendix A (EXAMPLE)
Fabens High School Course Offerings

Freshman										
Semester	Period	PEIMS	HS Class	HS Credits	EPCC Course	EPCC Credits	Core / FOS	EPCC AA	TTUHSC EP Required	Transfer Credits to TTUHSC EP
Fall	1	13020200	Prin HS	0.5						
Fall	2	3320100	W Geo	0.5						
Fall	3	N1290050	College Transition	0.5	Educ 1300	3	Core	Yes	No	
Fall	4	3010200	BIO	0.5	BIOL 1106	1	FOS	Yes	No	
Fall	5	3010200	BIO	0.5	BIOL 1306	3	Core	Yes	No	
Fall	6	3220100	Eng 1	0.5						
Fall	7	3100700	Geom	0.5						
Fall	8	13020300	HST Med Term	0.5						
Fall	9	Elective		0.5						
Spring	1	13020200	Prin HS	0.5						
Spring	2	3241400	Comm Apps	0.5	Speech 1321	3	Core	Yes	Yes	3
Spring	3	Elective		0.5						
Spring	4	3010200	Bio	0.5						
Spring	5	3320100	W Geo	0.5						
Spring	6	3220100	Eng 1	0.5						
Spring	7	3100700	Geom	0.5						
		13020300	HST Med Term	0.5						
Spring	8	Elective		0.5						
Summer	1	3350100	Psych DC	0.5	PSYC 2301	3	Core	Yes		
Total Credits				9.5		13				3

Sophomore

Semester	Period	PEIMS	HS Class	HS Credits	EPCC Course	EPCC Credits	Core / FOS	EPCC AA	TTUHSC EP Required	Transfer Credits to TTUHSC EP
Fall	1	13023000	Foodsci	0.5	HECO 1322	3	Core	Yes	NO	
Fall	2	13037220	SRD	0.5	BIOL	4	FOS	Yes	Yes	4

			Anat Phys DC		2401					
Fall	3	3155600	Mus App	0.5		3	Core	Yes	Yes	3
Fall	4	3340100	US Hist DC	0.5	HIST 1301	3	Core	Yes	Yes	3
Fall	5	13020400	HST Theory	0.5						
Fall	6	3220200	Eng 2	0.5						
Fall	7	3100600	Alg 2	0.5						
Fall	8		Foregin Lang	0.5						
Spring	1	13037210	SCIRD	0.5	Chem 1306	3				
		13037210	SCIRD		Chem 1103	1				
Spring	2	13037220	SRD Anat Phys DC	0.5	BIOL 2402	4	FOS	Yes	Yes	4
	3	3155600	Mus App 1 DC	0.5	MUSI 1301					
Spring	4	3340100	US Hist DC	0.5	HIST 1302	3	Core	Yes	Yes	3
Spring	5	13020400	HST Theory	0.5						
Spring	6	3220200	Eng 2	0.5						
Spring	7	3100600	Alg 2	0.5						
Spring	8		Foreign Lang	0.5						
Summer	1	338001	Psych2 DC	0.5	PSYC 2314	3	Core	Yes	Yes	3
Total Credits	8.5		27				20			
Junior										
Semester	Period	PEIMS	HS Class	HS Credits	EPCC Course	EPCC Credits	Core / FOS	EPCC AA	TTUHSC EP Required	Transfer Credits to TTUHSC EP

Fall	1	3101100	Pre Cal	0.5			Core	Yes	Yes	3
Fall	2		Foreign Lang	0.5						
Fall	3	3040000	Chem	0.5						
Fall	4	3220300	Eng 3	0.5	ENGL 1301	3	Core	Yes	Yes	3
Fall	5									
Fall	6						557410			
Spring	1	3102500	Ind Study in Math	0.5	Math 1342					
Spring	2		Foreign Lang	0.5						
Spring	3	3040000	Chem	0.5						
Spring	4	3220300	Eng 3	0.5	ENGL 1302	3	Core	Yes	Yes	3
Total Credits		4	6				9			
Senior										
Semester	Period	PEIMS	HS Class	HS Credits	EPCC Course	EPCC Credits	Core / FOS	EPCC AA	TTUHSC EP Required	Transfer Credits to TTUHSC EP
Fall	1	3310300	Econ	0.5						
Fall	2	3330100	US Gov	0.5	GOVT 2305	3	Core	Yes	Yes	3
Fall	3	13037200	Biology SRD DC	0.5	BIOL 2420	4	FOS	Yes	Yes	4
Fall	4	3220400	Eng 4 DC	0.5	Engl 2322 (or 2323)	3				
Spring	1		Elective	0.5						
Spring	2	3380042	St & Loc Gov DC	0.5	GOVT 2306	3	Core	Yes	Yes	3
Spring	3		Elective	0.5						
Spring	4	3220400	Eng 4 DC	0.5	Engl 2323	3				
Total Credits		4	16				10			

	Year	EPCC Credits	TTUHSC EP Transfer Credits				
	Freshman	13	3				
	Sophomore	27	20				
	Junior	6	9				
	Senior	16	10				
	Total Credits	62	42				

**Course numbers listed are based on the Texas Common Course Numbering System (TCCNS). Check with your academic institution to verify the course number that corresponds with the TCCNS number.*

+Statistics is required as a nursing prerequisite. Students who take math statistics will simultaneously meet the requirements for the nursing prerequisite and the core curriculum. Students, who take any other statistics course as the nursing prerequisite, must also take an upper level mathematics course in order to meet the core curriculum requirement.

Credits from Pass/Fail courses will not be accepted.

A minimum grade requirement of “C” or better for ALL of the above courses is required.

Students who complete courses in furtherance of the Early College Nursing Program, but wish to attend an institution other than TTUHSC EP should consult an advisor or counselor regarding transfer requirements and the transferability of these courses to the institution of their choice.

Appendix B

RECORD RELEASE FORM

I, _____, as an enrolled student at Fabens _____ High School and participant in the Early College Nursing Pathway hereby authorize Fabens _____ High School and the Fabens Independent School District (FISD), to release information regarding my academic performance and non-academic activities pertaining to my continued participation in the Early College Nursing Pathway to the Texas Tech University Health Sciences Center at El Paso (TTUHSC EP) as required by the affiliation agreement between FISD and TTUHSC EP.

I understand that this information is considered a student record. Further, I understand that by signing this release, I am waiving my right to keep this information confidential from the above personnel under the Family Educational Rights and Privacy Act (FERPA).

I certify that my consent for the release of this information is entirely voluntary. I certify that I understand this consent to release can be revoked by me at any time in writing but will not be effective for materials already released under it.

I also release FISD, Fabens High School, the Texas Tech University Health Sciences Center at El Paso, and their officers, employees, agents, and person(s) providing the above described information from all claims and liability for damages that may result from their compliance with this request.

Name of Student (Printed)

Student Signature

Date

Name of Parent/Guardian (if Student is Minor)

Parent/Guardian Signature

Date

AGREEMENT OF COOPERATION BETWEEN

Fabens Independent School District AND

The University of Texas at El Paso

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

I.

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

- This Agreement sets forth the expectations and commitments of UTEP and the sponsor to implement a New Teacher Mentorship Pilot Program (hereafter referred to the "Program") under the direction of Dr. Clifton Tanabe, Dean, College of Education, that will strengthen early career teachers, increase teacher retention rates, and improve student outcomes.
- The Program description and roles and responsibilities for each partner are detailed in Attachment A. The Parties agree to the terms spelled out in this Agreement and any add-on or amendments as the work progressed, and will obtain the signed endorsement of authorizing officials of the Parties.
- **PARTICIPATING PARTIES**
 - The University of Texas at El Paso (Lead and Advisory Board Member)
 - El Paso Community Foundation (Sponsor and Advisory Board Member)
 - CREEED (Advisory Board Member)
 - Fabens ISD (Pilot Program Site)
 - Canutillo ISD (Pilot Program Site)
 - Tornillo ISD (Pilot Program Site)

II.

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

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

III.

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

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

IV.

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

V.

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

VI.

Upon approval by each institution, this agreement shall remain in effect for a period of ten (10) years unless terminated earlier by either institution. Such termination by one institution shall be effected by giving the other institution at least ninety (90) days advance written notice of its intention to terminate. If such notice is given, this agreement shall terminate: (a) at the end of such ninety (90) days; or (b) when all students enrolled in a course of study under the agreement at the time such notice is given have completed their respective courses of study under the agreement, whichever event occurs last. Termination shall be without penalty. If this agreement is

terminated, neither UTEP nor shall be liable to the other for any monetary or other losses which may result.

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

THE UNIVERSITY OF TEXAS AT EL PASO

By: Roberto Osegueda

Title: Vice President for Research

Date: _____

FABENS INDPENDENT SCHOOL DISTRICT

By: _____

Title: _____ Date: _____

Pending Administration Review

Attachment A

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

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

Core New Teacher Mentorship Pilot Goals

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

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

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

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

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

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

educational equity. NTC will work with each district to customize professional learning so that the content aligns to their respective approaches to instructional coaching.

District instructional coaches/mentors will participate in:

- o 4 days of Advanced Professional Learning focused on, during which they will develop the instructional leadership skills (e.g., foster collaborative professional cultures; use data to improve teaching and learning; collaborate with stakeholders; advocate for the profession and student learning) to support teachers in creating optimal learning environments in which they:
 - Create emotionally, intellectually, and physically safe environments
 - Implement equitable, culturally responsive, and standards-aligned curriculum and instruction to meet the diverse needs of every learner
 - Learn to employ strategic instructional coaching cycles (e.g., Plan/Prepare, Teach/Assess, and Analyze/Reflect) focused on standards, pedagogy, and research to advance teaching practice and student learning aligned to the TEKs
 - Create and maintain collaborative, mutually-accountable professional relationships (e.g., communicate effectively; build effective relationships with stakeholders and colleagues; demonstrate and maintain coach responsibilities, integrity, and ethical conduct) to advance teaching and learning focused on student outcomes with standards-aligned content
 - Advance teaching practice through establishing collaborative, professional relationships that build trust, meet teachers' needs through the use of coaching language and stances, and provide actionable feedback.
- o 840 Mentor Forums over the course of the year to support the year-long application of the professional learning described above. Forums are a mix of online and in-person 2 to 3-hour sessions where NTC staff and UTEP's Lead Coaches supports and extends coaches' mentors professional learning and helps them sustain their community of practice.
- o In-Field Coaching over the course of the year during which NTC staff and UTEP Lead Coaches will provide highly customized, differentiated supports to coaches and their school leaders via 45 in-field coaching days.
 - In-field coaching visits provide an opportunity for NTC and UTEP Lead Coaches to both formatively assess and develop coaches' practice in the schools, and to inform programmatic components in real time as a result of our learnings.
 - Visits provide an opportunity to coach and consult with school leaders about their implementation of the model, the ways in which they support and develop teacher leaders and new teachers, and to support their reflection, problem solving and practice.
 - In-field coaching is also an opportunity for intensive capacity building at the district-level, with the purpose of building leadership capacity and sustainability within each respective district's professional development program.
 - In future years, as a result of explicit capacity building we will provide, we envision each centrally-deployed coach as providing school-based coaches with high-quality professional learning and on-the-job support, in collaboration with school leaders.

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

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

- School leaders will participate in school leadership development that include:
 - 4 days of Advanced Professional Learning provided by NTC over the course of the academic year
 - In-Field Coaching over the course of the year during which NTC staff and UTEP Lead Coaches will provide highly customized, differentiated supports to coaches and their school leaders
 - 3 days of school leadership development for two cohorts of Quarterly governance meetings with UTEP Lead Coaches to share information regarding progress of program for participating school leaders (Principals and Assistant Principals) where participants:
 - Establish a clear vision of what excellent, standards-aligned instruction looks like in each grade level.
 - Develop the school leadership and coaching capacity to know what to look for in standards-aligned literacy instruction and provide teachers with meaningful feedback to improve their practice using the curriculum as a tool.
 - Utilize existing coaching structures to support teachers through a cycle of observation, feedback and targeted support.
 - Shape productive and professional cultures for adult learners school-wide
 - Learn to maximize the mentoring program in their schools.
- School leaders will ensure that the identified district coaches/mentors are allocated the needed time for trainings and coaching from NTC and UTEP's COE Lead Coaches.

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

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

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

Goal Five: Demonstrate commitment to using data for continuous improvement.

- Districts will be expected to document all new teacher coaching interactions using the Kiano platform, an online instructional coaching toolkit. Kiano will be accessible to district instructional coaches, administration, and UTEP's New Teacher Mentorship Pilot staff.
- District will participate in an annual formative program site-review visit, which will examine the program implementation and outcomes (e.g., quality of teaching by new teachers, quality of instructional coaching by coaches). Results from the site visit will be considered as "critical friend" external review results and will only be reported internally.
- Districts will provide new teacher effectiveness⁵⁹ data, including: To ensure and demonstrate the pilot's progress, the district will share the data below in accordance with the applicable federal, state, and local laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA).

- Number of new teachers coached by the pilot program
- New teacher demographics
- Enrollment demographics of students taught by new teachers in the pilot
- Evidence of new teacher proficiency in content knowledge
- Evidence of new teacher proficiency in disposition/professionalism
- Evidence of new teacher proficiency in pedagogy
- New Teacher feedback surveys (BOY, EOY)
- Campus/district instructional coach & Principal surveys (BOY, EOY)
- New teacher retention rates
- Masked K-12 student achievement data linked to new teachers within the district to compare the value-added impact of new teachers in the pilot
- Historic performance of districts' new teachers
- Other data points determined by the advisory board

UTEP College of Education Roles and Responsibilities

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

COE Responsibilities.

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

District Roles and Responsibilities

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

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

Funding

The El Paso Community Foundation and CREEED jointly applied for grant funding from the Prentice Farrar Brown and Aline Ford Brown Foundation within Bank of America to initiate the New Teacher Mentorship Pilot. Funding from this grant has been allocated to UTEP's College of Education for the management of the pilot and the services provided by the New Teacher Center. Each participating district will pay a range of \$500-700 per teacher receiving support during the pilot year to the El Paso Community Foundation's Teacher Pipeline Fund, and each district will work with UTEP and NTC to develop a sustainability plan to

continue the work after the grant funding has expired. The specific funding amount per teacher is dependent on his/her designated pathway (number of coaching sessions per month). If the district is awarded funding under TEA's HB3 New Teacher Mentorship Allotment, the district commits to pay 80% of any funding over \$500 per teacher to cover the additional training costs associated with the New Teacher Center.

CN-WTFSC02
2021-2022 West Texas Food Service Cooperative Interlocal Agreement
8/1/2021-7/31/2022

Child Nutrition and Purchasing

Description:

The goal of the Cooperative is to obtain substantial savings on specific food service items for member districts through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting bid law requirements, and receiving items meeting Child Nutrition program requirements. Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center).

This agreement is entered into pursuant to the authority granted by Chapter 791 of the Texas Government Code and Chapter 8 of the Texas Education Code.

EDGAR COMPLIANCE

CONTRACTS INVOLVING FEDERAL FUNDS: Region 17 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process, Region 17 ESC intends to competitively procure each contract awarded by Region 17 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR for every procurement action. To comply with EDGAR, Region 17 ESC will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Region 17 ESC receives bids and proposals, but before awarding a contract, Region 17 ESC will also conduct a price or cost analysis and document its findings. For contracts at or above \$50,000 cooperative members must verify that Region 17 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 17 ESC will provide its Independent Estimate Determination Form and Determination of Cost or Price Reasonableness Form to a cooperative member upon request, but Region 17 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of Region 17 ESC's compliance with EDGAR reveals that the lump-sum price includes goods or services for which Region 17 ESC could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

Term of Contract

The term of this contract shall be from the date of acceptance by authorized District personnel through July 31, 2022. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing component of this contract with a ninety (90) day written notice. If participating in the Commodity Processing component of this contract, the participating party is required to fulfill the contractual obligation until all processed commodity commitments are received.

The due date of a signed agreement or at least a verbal commitment must be received by January 31, 2021 in order to process commodities for member districts.

General Provisions

Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center). Authority for such services is granted by Title 7, Chapter 791 Interlocal Cooperation Contracts Act of the Texas Government Code. The goal of the Cooperative is to obtain substantial savings on specified items for member districts through volume purchasing. In accordance with USDA/TDA ARM Regulation 17.81, the Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". The Cooperative's "profit margin", for purposes of this agreement, shall be the revenue received by the Cooperative through the charging of the vendor fee set forth in "Fee" section below minus the expenses to the Coordinating Center to operate the Cooperative.

ESC 17 (Coordinating Center) will be responsible for the following:

- Provide for the organizational and administrative structure of the program.
- Provide for staff time necessary for efficient operation of the program.
- Host Regional Advisory Board meetings for food service purchasing and commodity processing components.
- Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
- Initiate and implement activities related to the bidding and vendor's selection process, in accordance with competitive bidding procedures for Texas public schools.
- Review annual fiscal report with member districts at a Fall Advisory Board Meeting.
- Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues more consistently.
- The Cooperative will not be held accountable for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.

Role of the participating district:

- Commit to participate in the Cooperative by resolution of the governing body.
- Designate a contact person for the Cooperative.
- Return all necessary forms in a timely fashion with appropriate signatures.
- Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
- Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Annual Agreement via TX-UNPS.
- Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
- Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
- Pay vendor(s) as per awarded terms and conditions unless prior arrangements have been made between the participating member and the vendor(s). All deliveries will be made in accordance with the specified delivery schedule in each bid document.
- Notify WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms (found at wtfsc.net) as necessary.

Additional Info:

- **Compensation.** The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 17 for the services or functions performed under the Agreement.
- **Severability.** If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- **Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Lubbock County, Texas, unless otherwise mandated by law.
- **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

Fee:

No fee shall be charged to members of the Cooperative

The United States Department of Agriculture does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the Cooperative is a totally self-funded entity. Through the Commercial Purchasing, to provide this revenue, a fee of .85% of each district purchase is charged through a Vendor Participation Fee. This fee is collected directly from the awarded vendors. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged as an Administrative Processing Fee to the manufacturer. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

-
- ☐ Commercial Food Purchasing
- ☐ Commodity Processing (Must participate in USDA/TDA CN program)
- ☐ Full Service Delivery (Milk, Bread, Novelties, etc. shipped direct to CE)
- ☐ Designee (click here to enter designee information)

Food Service Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff

Contact Information

Name Phone#

, PO# (optional)



Memorandum of Understanding

This agreement is entered effective September 1st 2021, through August 31, 2022 between Fabens ISD and Creative Kids. The agreement is effective only upon notification of the grant award by the Paso del Norte Health Foundation.

Creative Kids has applied for grant funds from the Paso del Norte Health Foundation to provide an art based out-of-school programs at Fabens Elementary School that is open to all students ages 5-18 across the district. Upon receiving the requested funds, Creative Kids will enter into a collaboration to provide an out-of-school program to benefit the community of Fabens as stated in the grant request for application attached to this agreement.

Fabens ISD agrees to:

- Host program site at Fabens Elementary in the dedicated art room on campus.
- Host annual art exhibition at Fabens Elementary.
- Provide administrative oversight to ensure shared space is cared for appropriately.
- Assist in program recruitment when necessary.

Creative Kids agrees to:

- Provide fine arts programming that integrates academics to a total of 100 children in Fabens, Texas.
- Conduct meetings prior to programming to discuss program implementation, student recruitment, facilities use.
- Provide grant administration and monitoring for grant includes purchasing all materials and supplies, exhibit costs, snacks and teaching artist fees.
- Provide ongoing communication regarding program quality and any necessary updates.
- Implement and administer the program within guidelines set forth by the funder which includes providing the program virtually as needed.
- Obtain criminal history record information on all Creative Kids personnel who will have continuing duties in providing the services hereunder and who will have direct contact with students and certify to the District that it has obtained all applicable criminal history record information, and that no person with a disqualifying conviction will provide any services at a school; and Creative Kids recognizes that the Fabens ISD also has the right to obtain such criminal history record information, all in accordance with Section 22.0834 of the Texas Education Code and Fabens ISD Board Policy CJA (Legal).

Andrea Gates-Ingle Executive Director/Co-Founder Creative Kids

Signature: _____ Date: _____

Dr. Veronica Villi, Superintendent Fabens ISD

Signature: _____ Date: _____

Creative Kids
Project ABLE - (Art Brokers Learning Experiences)

Applicant Information:
Creative Kids
504 San Francisco Ave.
El Paso, Texas 79901
915.533.9575
creativekidsart.org

Contact Information:
Andrea Gates-Ingle – Executive Director/Co-Founder
andrea@creativekidsart.org
EIN 74-2910251

Mission

Creative Kids Inc. is a 23-year-old nationally recognized 501(c)(3) non-profit art education agency whose mission is to positively impact specific populations of children in the communities we serve through purposeful visual art education. Our vision is to establish a model for purposeful visual art instruction and program development that positively impacts children. Creative Kids' 16,000 sq. ft. headquarters, known as the oLo Gallery (Other Learning Opportunities), is located in the Union Plaza District in downtown El Paso. This facility is the permanent home to Creative Kids' art studios, cooking facility, art gallery, multimedia skills development center, and administrative offices. Creative Kids is able to reach over 1,200 youth throughout the year, which includes disconnected /disadvantaged youth through Project ABLE (Art Brokers Learning Experiences), at-risk youth in the Boys and Girls Club of El Paso through Project MAP (Making the Arts Possible), and children battling cancer in its Project AIM (Arts in Motion). Creative Kids also offers Project RAP (Resiliency Art Project) for the children and families that were directly affected by the August 3rd Wal-Mart tragedy. The majority of children participating in Creative Kids programs come from broken homes, families of very modest socio-economic means, and most have limited formal schooling and are largely of Hispanic ancestry. The Creative Kids programs represent a strategic and pivotal set of opportunities for the students so they can realize their aspirations for adult life, refine their talents and strengths and, in the process, encourage these youths to pursue lifelong learning and other higher education goals.

Recognition/Capacity

Creative Kids has over twenty-three years of recognized success in the El Paso region and our efforts have been recognized by several important national platforms. The Texas Education Agency recently selected Project ABLE as a Best-Practice model, where program strategies have been disseminated around the state through the Expanded Learning Opportunities Council (ELO). Project AIM was recognized by the President's Committee on the Arts and Humanities as a 2013 National Arts and Humanities Youth Program Award winner where, at the White House, Creative Kids received the award and a grant from First Lady Michelle Obama. Project AIM is also recognized as a Best Practice Model for Arts in Healthcare by the National Endowment for the Arts, and Project ABLE was named as a Best Practice Model by Texas A&M – Youth Development Initiative. In addition, Creative Kids was featured as a "Success Story" by the U.S. Department of Housing and Urban Development for integrating technology, the arts and literacy in the preparation of youth striving to succeed in educational and career settings. And we are proud to note that Creative Kids has been commissioned to produce several permanent public art installations that are found all around the city of El Paso.

Creative Kids
Project ABLE - (Art Brokers Learning Experiences)

Need for Project ABLE

Creative Kids is the only arts based after-school program that is offered in Fabens, Texas. The community is isolated with no form of public transportation to commute the 25 miles into the nearby city of El Paso, Texas. Because of these circumstances, these youth have extremely limited opportunities to experience life outside the immediate community. The 2010 U.S. Census also reported that the community has an average annual household income of approximately \$18,812.00 for a family of four, thus categorizing it as among the lowest socio-economic areas in the United States. Demographically, the district serves a population of approximately 2,300 students of which 99.4% are Hispanic, 96.2% are economically disadvantaged, 43.7% are limited English proficient, and 66.4% are at-risk students, making the case that these youth in Fabens meet the criteria for disconnected youth.

Project ABLE Programming

Connecting disconnected youth in Fabens through non-traditional approaches is the main goal of Project ABLE. Engagement in the year-round and summer arts-based program is proposing to start October 1st, 2021 allowing the program participants to ultimately demonstrate and practice healthy behaviors. Creative Kids is able to reach this goal through a partnership with Fabens Independent School District by providing an in-depth, age appropriate, hands-on visual arts education program that takes place at Fabens Elementary School - focusing on students realizing their creative capability and potential while giving them various **opportunities for skill building**. Project ABLE embodies a strategic set of critical, cognitive, affective and psychomotor abilities that are embedded into the program. Many of our program participants are overcome with educational disruption, cultural and language barriers, social isolation and other factors that inhibit their ability to do well in school settings making this program a crucial part to their day when the school day ends, and they may not have any place to go afterschool. Creative Kids gives program participants **a safe physical space** to thrive in while providing and **promoting supportive relationships** within a peer group that has shared goals and outcomes. We are also able to immerse the participants in a program that engages them in skills and learning focusing on the development and enhancement of participants self-esteem, developing leadership capacity as well as strengthening the "thriving indicators" for persistence when setbacks and adversity often come into play in life.

This program is anchored as an innovative comprehensive positive youth development training program providing in-depth, hands-on education, focused on students realizing their creative capability and potential through various assignments involving painting on canvas, printmaking, photography, digital media production and graphic design. Student participants are guided in the development of important environmental and "life-journey" skills that historically have not played a part with low-income youth who may lack future life visions and therefore are likely to participate in negative, high-risk behaviors. The Creative Kids intervention provides an opportunity for these youth to develop and enhance their developmental assets while deterring risky behaviors, which ultimately makes them more connected to their community.

Showcasing the artwork made from Project ABLE program participants is an important component to this program. Every quarter, artwork completed by the youth in the

Creative Kids
Project ABLE - (Art Brokers Learning Experiences)

program is displayed in various community spaces around the El Paso region. The exhibits provide opportunities that allow the youth to feel a sense of fulfillment and accomplishment through their artistic products on public display while at the same time promoting and celebrating **community involvement** and program partnerships. We have found that highlighting the participants' work in the public allows the viewer to appreciate the youth, their inspiration and creativity. Most importantly, we are able to provide a platform educating the public on disconnected youth and their attainment of important life skills and abilities that is life-changing for them.

Evaluation Strategies

Creative Kids will oversee an internal evaluation to program participants where we will administer surveys that captures the satisfaction of program participants, increase in targeted program skills attainment and objectives as well as changes in attitudes towards health behaviors. We will also be evaluating program implementation effectiveness that include the frequency of participation and engagement of the youth and the total number of classes held with the program participants. Coupled with the evaluation will be focus groups that will gather anecdotes on program impact on the participants and documenting the difference the program made for disconnected youth while looking for any successes or failures that were experienced with the program.

COVID-19 Plans

As the world changed from one day to the next, Creative Kids had to pivot rapidly in the wake of the COVID-19 crisis. As a team, we were able to find adaptable solutions to continue to reach our program participants. It was important to us to try and give the participants some normalcy and meet their emotional well-being when their world was being turned upside down. Whether it was through YouTube "videos of the week" or art kits that were delivered to their home or weekly art classes via Google Meet - we were able continue our connection and level of engagement, even it looked a little different. Our Google Meet classes have been a huge success where we are currently at full capacity. Google Meet art classes are limited to thirty students at time for the purpose of providing a high-quality instructional and learning setting for all involved. One thing we didn't anticipate was to have parental engagement virtually. Many parents asked if they purchased their own art supplies if they could attend the live Google Meet classes. We allowed this so that we could reinforce the family bond and have them work together during this uncertain time. One important piece of this pivot was to make sure that we maintain showcasing the participants artwork that was created during COVID-19. Their artwork is currently being showcased on a new Creative Kids website makingartpossible.com which allows the participants to have sense of normalcy, while motivating them to create and finish their work and at the same time give them a sense of purpose.

Objective 1: Recruit and retain 100 youth (ages 5-17) in Fabens, Texas for Project ABLE (ages 5-17) October 2021 –May 2021. Although the program is open to ages 5-17, our program typically sees youth ranging in ages from 6-12.

Outcome: Youth are more connected and will have an overall healthier lifestyle.

Creative Kids
Project ABLE - (Art Brokers Learning Experiences)

Objective 2: Offer a 6-week intensive summer program, three times a week, 3 hours each day to participants in Fabens.

Outcome: Disconnection is the highest in the summer months. This will allow the students to continue to be engaged and connected throughout the summer months and at the same time allow the AIR to fully run the program on their own while the teaching artist evaluates their implementation of the program.

Objective 3: Host 4 exhibits throughout the program year both in a physical and virtual setting.

Outcome: Highlight the participants' work in their own community so that family, teachers and friends can appreciate the depth these youth have to offer through their inspiration and creativity. This strategy also provides opportunities that allow the youth to feel a sense of fulfillment and accomplishment through their artistic products on public display.

Collaborative Agencies

Project ABLE's collective impact in this project has been the result of a combination of dedicated staff, volunteers and the support of Fabens Independent School District. The financial backing of various stakeholders in the El Paso community such as the Healthy Kids Initiative have contributed to help us run a successful afterschool program for over the past six years. With these strategic partner collaborations, we were able to leverage resources and use the power of the arts to make a difference in the lives of these youth.

2021 Healthy Kids Initiative Request for Proposals (RFP)

Applicants must apply on the deadline they confirmed with the Program Officer.

Proposal filing deadline is June 15 and September 21.

The Paso del Norte Health Foundation (Health Foundation) leads, leverages and invests in initiatives, programs and policies that promote health and prevent disease in the Paso del Norte region.

The Health Foundation is pleased to invite the selected applicants from the LCI process to submit a full proposal for the Healthy Kids Initiative. Included are guidelines and selected background information to assist eligible agencies in preparing a formal funding proposal.

HEALTH FOUNDATION PRIORITY AREA

Healthy Living

YOUTH DEVELOPMENT VOCABULARY

The Health Foundation refers to disconnected youth as people between the ages of 16 - 17 years old who are not involved in out-of-school activities nor participating in the labor market (Pew-HUI definition, 2019). The previous rate for disconnected youth in the Paso del Norte region is 23%.

Out-of-school activities are acts of activities that are implemented outside of regular school hours, on weekends, or during holiday breaks, and incorporates best practices of Positive Developmental Settings for out-of-school activities.

"Positive youth development" is an intentional approach that engages youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive. It recognizes, utilizes, and enhances youth's strengths. It also promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and limiting the support needed to build on their leadership strengths (Positive Youth Development, 2019). In contrast, unintentional approaches might include activities like after-school daycare or programs without clearly defined outcomes.

There is abundant research indicating that children and youth who are engaged in positive activities also experience positive health outcomes. Research also shows that when children and youth are not involved they are more susceptible to experimenting with drugs, alcohol, cigarettes, and sexual activity.

HEALTHY KIDS INITIATIVE GOALS

The purpose of the Healthy Kids Initiative is to improve health outcomes for youth by expanding and sustaining out-of-school programs that provide safe spaces for disconnected youth in the presence of caring adults, develop skills, mitigate against health risks, and contribute to long-term health outcomes. Specifically, Healthy Kids aims to:

- Improve a range of health outcomes by engaging disconnected youth in the Paso del Norte region in high-quality programs during out-of-school hours.

THE PROPOSAL

Applicant proposals must address the following four requirements:

1. Increase out-of-school programming for disconnected youth ages 5-17 years old by strengthening or expanding programs across the Paso del Norte Region.
2. Recruit and serve a minimum of 100 new, disconnected youth.
3. Offer summer programming for disconnected youth, which may be stand-alone or in addition to school-year programming.
4. Address program transitions from COVID-19 pandemic conditions to post-pandemic conditions if applicable. Applicants may choose a later start date using current information about vaccination schedules as guidance; however, grant cycles must begin before the end of 2021.

**CONTRACT BETWEEN
FABENS INDEPENDENT SCHOOL DISTRICT
AND
COMMUNITIES IN SCHOOLS OF EL PASO, INC.**

This Agreement, made this 1st day of August 2021, defines the agreement between the Fabens Independent School District (FISD), 821 N E Ave G, Fabens, Texas, 79838 and Communities In Schools of El Paso, Inc., a non-profit organization, organized under the laws of the State of Texas with offices at 1401 Pendale, Suite #300, El Paso, Texas, 79936 (CIS, or CIS of El Paso, or Contractor).

THE ABOVE-MENTIONED PARTIES AGREE TO:

The Fabens Independent School District desires to contract with Communities In Schools of El Paso for the implementation of the CIS program at the following campuses:

**Fabens High School, 601 NE G Ave., Fabens, TX 79838
Fabens Middle School, 800 Walker St., Fabens, TX 79838
Fabens Elementary School, 1200 Mike Maros St., Fabens, TX 79838
O'Donnell Intermediate School, 300 NE Camp St., Fabens, TX 79838**

CIS of El Paso will provide a total of 4 Program Coordinators for 4 campuses.

WHEREAS, CIS has established a comprehensive program that includes development of working relationships with community agencies in order to coordinate the delivery of needed services to at-risk students and their families; and

WHEREAS, the FISD desires to implement the CIS Program, which consists of various services designed to increase student achievement through student improvement, student promotion, student graduation, and reduction of the dropout rate by keeping students in school at the campus sites identified in this Agreement; and

WHEREAS, the FISD shall have access to all CIS program materials, communications with community agencies, and all related written materials prepared or produced by CIS under this Agreement; and

WHEREAS, the parties desire to work together to maximize the benefit of the CIS program to students by maintaining the quality standards and practices necessary to ensure the efficient and effective delivery of the CIS services.

NOW, THEREFORE, the parties agree as follows:

I. A. Scope of Services:

CIS will provide to the FISD the following services during the term of this agreement:

1. Develop an annual CIS campus agreement at each school site with campus administrators.

2. Develop an annual CIS Campus Plan in collaboration with campus administrators and other school personnel to integrate a customized CIS program for the benefit of enrolled students and their families.
3. Professional staff member(s) assigned to implement the CIS program.
4. Development of working relationships with service agencies and business organizations in order to provide vital resources and support to at-risk youth who need extra support to stay on the path to graduation.
5. Establishment of services designed to increase student achievement through student improvement, student promotion, student graduation, and reduction of the dropout rate by keeping students in school.
6. Provide effective assistance to students at risk of dropping out through the following six CIS Components: Supportive Guidance, Health and Human Services, Parental and Family Engagement, College and Career Awareness, Enrichment Activities, and Academic Enhancement & Support.
7. Encourage parental involvement to help students succeed in their academic endeavors.
8. Compile CIS information required for district report.
9. See also Performance Measures in Part 1, B below.

CIS personnel will provide services to FISD on a 12-month, 40-hour work week schedule reporting to assigned campuses with time off provided for sick leave, family leave, and vacation leave, as stipulated by CIS of El Paso, Inc. The 40 hours per week can be adjusted **only** during the same work week. However, CIS Coordinators cannot work more than 40 hours per week to include Saturdays.

Employee Personnel Policies are as follows:

Sick Days:

1 sick day per month for a total of 12 days per fiscal year
(Sick days are accrued)

Personal Days:

3 personal days per fiscal year (September — August)

Vacation Days (based on years of service):

0 years-less than 1 year	= no vacation
1 year-less than 2 years	= 1 week of vacation
2 years-less than 3 years	= 2 weeks of vacation
3 years-less than 10 years	= 3 weeks of vacation
10 years-less than 20 years	= 4 weeks of vacation
20 years-less than 30 years	= 5 weeks of vacation
30 years or more	= 6 weeks of vacation

B. Performance Measures

The following are the statewide goals, objectives and performance measures for the CIS program which support the legislative intent and requirements and TEA's overarching goal that all students will graduate college and career ready.

Statewide Goal 1 – Increase Student Achievement

Objective 1 – Student Improvement: CIS will help case managed students (CMS) improve in academics, attendance and behavior.

Measure

1A. 85% of CMS targeted with a barrier to success in academics will demonstrate improvement in academics.

1B. 70% of CMS targeted with a barrier to success in attendance will demonstrate improvement in attendance.

1C. 85% of CMS's targeted with a barrier to success in behavior will demonstrate improvement in behavior.

Objective 2 – Student Promotion: CIS will reduce the retention rate by helping students promote to the next grade level.

Measure

85% of CMS's will be promoted to the next grade level.

Objective 3 – Student Graduation: CIS will help students eligible to graduate receive a high school diploma or GED.

Measure

90% of the CMS's who are eligible to graduate will receive high school diploma or a GED.

Statewide Goal 2 – Reduce the Dropout Rate

CIS will address this goal through the following objective and measure:

Objective 2A – Dropout Rates: CIS will help to reduce the dropout rate by helping students stay in school.

Measure

95% of CMS will stay in school. This applies to 7-12th graders only.

CIS El Paso agrees to work to meet and/or exceed these performance measures.

II. FISD Responsibilities

1. FISD agrees to provide an office assigned only to CIS to ensure compliance with confidentiality requirements at each participating campus. Additional items that are to be provided include a telephone, computer, desk, chair, a filing cabinet with lock and key, and supplies.
2. FISD agrees to provide a district email address to CIS staff.
3. FISD agrees to provide access to student data/information (i.e., at risk list, STAAR scores, grades, online district portal, etc.)
4. FISD administrative personnel at each participating campus agrees to collaborate with the CIS staff in order to deliver necessary services to students and parents.
5. CIS will be an important resource in addressing dropout risk and will be written into the Campus and District Improvement Plans.
6. FISD will ensure that campuses will allow for CIS staff to fulfill TEA contract obligations regarding documentation and accountability.
7. CIS staff will be considered to be performing an institutional service or function of the ISD for which it would otherwise use ISD employees, at all times CIS is performing its duties under this Agreement CIS staff will be designated a school official. CIS will be permitted access to personally identifiable information subject to FERPA (20 U.S.C. § 1232g). CIS agrees to be under the direct control of the ISD as a school official and to be bound by the requirements of 34 C.F.R. 99.33 in reviewing and disclosing any personally identifiable student information.

III. CIS Personnel

CIS of El Paso represents that its personnel who will be employed to render services hereunder all have college degrees in Social Work, Psychology, and Sociology or related fields, and will provide the resumes of such personnel to this effect. Pursuant to TEC 22.0834, CIS of El Paso will certify that all CIS employees have undergone a fingerprint-based background check. CIS of El Paso certifies that CIS of El Paso will comply with all applicable requirements of Section 22.0834 of the Texas Education Code. CIS of El Paso will not assign any employee to work at a school campus if the background check reflects disqualifying information. CIS agrees to share all background check information with the FISD. If CIS or the FISD believes that any criminal history record information on a CIS employee is objectionable, CIS agrees to remove the employee from the campus and from being on any FISD property or in the regular presence of FISD students, and to assign a different employee with an acceptable background check to fulfill the duties as stated in this Contract. CIS of El Paso will certify that individuals shall be hired to conduct work at the school in accordance with the Communities In Schools of Texas Policies and Procedures Manual.

It is understood and agreed that CIS is an independent contractor and that neither it nor any employee (paid or volunteer) or agents contracted by it, or otherwise performing duties of CIS, shall be deemed for any purposes to be employees or agents of Fabens ISD. This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship under Texas law. CIS assumes full responsibility for the actions of any such persons while performing any service incident to this Agreement, and CIS shall remain solely responsible for their supervision, daily direction and control, payment, if any, of salaries (including withholding of income taxes and social security), workers' compensation, and disability benefits and like requirements and obligations.

IV. Insurance Coverage

General Requirements: Contractor will procure and maintain the applicable insurance coverage described below, as well as any other insurance FISD may require. Such insurance is to be primary with respect to any other similar insurance available to FISD regardless of the provisions of such insurance and is to name FISD as additional insured. All policies on which FISD is named additional insured must contain (i) a breach of warranty provision guaranteeing that FISD will be insured regardless of breach by contractor, and (ii) a waiver of subrogation by the insurers in favor of FISD. Contractor will furnish FISD with certificates and additional insured endorsements evidencing the specified insurance prior to beginning the Work and, if requested by FISD, copies of the insurance policies themselves. Such certificates must provide that at least 30 days prior written notice of any policy cancellation or material change be given to FISD. All insurance must be obtained from insurance carriers with a Best's rating of at least "A-10" and that are otherwise acceptable to FISD. Contractor will require Subcontractors to also maintain all such insurance set forth below and to provide FISD with such certificates of insurance, additional insured endorsements, breach of warranty provisions, and, if requested, certified copies of the policies themselves. The failure of Contractor to comply with the requirements of this paragraph prior to the commencement of the Work will be grounds for cancellation or suspension of this contract by FISD without notice at any time during such failure of compliance. Any losses incurred by FISD arising from the performance of the Work, whether or not covered by the insurance described below or within the deductible of such insurance, will be the responsibility of contractor to the extent they are covered by the indemnity provisions or any other provisions of the Contract Documents.

1. Automobile Liability Insurance:

- a. Combined Bodily Injury and Property Damage Liability limits of not less than \$1,000,000 per occurrence.
- b. This insurance must apply to all owned, leased, non-owned, or hired vehicles used by or on behalf of Contractor in connection with the Work. The policy shall include an Additional Insured Endorsement naming FISD as an additional insured with respect to the operation of Approved Contractor's and Subcontractors' autos.

2. General Liability Insurance:

- a. Limit of liability not less than \$1,000,000 per occurrence.

- b. Broad form property damage coverage.
- c. Contractual liability for obligations assumed in the Contract with FISD.
- d. Products and completed operations liability.
- e. Bodily injury and property damage resulting from incidental professional liability.

3. Workers' Compensation Insurance:

The policy will be written in accordance with the laws of the State in which the work will be performed. The Worker's Compensation policy shall also include the following Employer's Liability coverage with limits not less than the following:

- a. \$500,000 Bodily Injury by Accident
- b. \$500,000 Bodily Injury by Disease
- c. \$500,000 Policy Limit by Disease

4. Errors and Omissions insurance will be provided in such amounts as FISD may require with limits of liability of not less than \$1,000,000 per occurrence.

V. Duration of Services

This Agreement shall become effective on August 1, 2021, and shall terminate on July 31, 2022, unless otherwise terminated as set forth herein. FISD and CIS will have the option to renew the agreement on mutually acceptable terms. Any such renewal shall be in writing and is subject to approval and funding by the FISD Board of Trustees.

VI. Compensation and Method of Payment

For and in consideration of the services to be performed by Communities In Schools of El Paso, Inc. under this Agreement, the Fabens Independent School District shall pay to Communities In Schools of El Paso, Inc. the amount of \$120,000.00 for the completion of the work made the subject of this Agreement. This amount will be paid to CIS over the term of this Agreement while the Agreement is in effect and not otherwise terminated by either party. Payment under this Agreement shall be divided into 12 equal monthly installments in the amount of \$10,000.00. The first payment is due no later than August 31, 2021; the final payment is due no later than July 30, 2022 unless this Agreement is otherwise terminated. No payment shall be due for any period of time following termination of the Agreement.

VII. Additional Provisions

A. CIS Employees. All persons assigned to FISD under this Contract by CIS shall be the employees of CIS and shall not be employees of FISD. CIS shall be responsible for payment of all salary, compensation, and benefits of all of its employees, and shall have all liability and responsibility with respect to its Employees. FISD shall not have any responsibility or liability regarding any CIS employees.

B. Risk Allocation. FISD shall not be liable to CIS for any claims, causes of action, liability, expense, attorneys' fees, costs, injuries, damages, or other losses arising from the conduct of

CIS employees and the services provided by CIS employees pursuant to this Contract. Each party shall bear its own risk of loss and shall not be liable for any acts or omissions of the employees of the other party. CIS agrees at all times to defend, indemnify, and hold harmless FISD, its trustees, officers, employees, and agents from and against any and all claims for damages for injuries and other losses, including costs and attorneys' fees, resulting directly or indirectly from any act or omission of CIS's officials, employees, agents, subcontractors or volunteers arising out of the performance of this Agreement, whether such claims are asserted before or after the termination of this Agreement.

C. Governmental Immunity. FISD hereby reserves, and does not waive, its right to governmental and sovereign immunity from litigation or liability arising out of the Texas Tort Claims Act, the Texas Constitution, and applicable common law. This Contract is not a consent to suit by FISD. This Contract shall not constitute the agreement by FISD to pay attorneys' fees in the event of litigation between the parties.

D. Compliance with FERPA. CIS and its employees assigned to FISD schools pursuant to this Contract shall comply with all terms and conditions of the Family Educational Rights and Privacy Act, 20 USC 1232g, and applicable state law which requires that all personally identifiable student records be kept confidential and not released except as provided under applicable law. Any violation of the terms of federal or state law by CIS employees relating to personally identifiable student records shall constitute grounds for immediate termination of this Contract.

E. No Assignment. Neither party may assign any rights or obligations under this Agreement without the written consent of the other party.

F. This Agreement shall be governed by the laws of the State of Texas. The exclusive venue of any suit brought concerning this Agreement is fixed in any Court of competent jurisdiction in El Paso County, Texas.

III. Termination of Services

This agreement may be terminated prior to the expiration of the term hereof as follows:

1) by mutual written Agreement of the parties; or 2) with or without cause by either party giving (30) days written notice to the other party. Notice shall be delivered in writing to the following:

a. To FISD: Dr. Veronica Vijil

b. To CIS: Mr. Robert Shaw

Upon termination of the Agreement, FISD shall be liable only for payment for services performed up to the date of termination, calculated on a pro rata basis through the last day of service.

COMMUNITIES IN SCHOOLS OF EL PASO

FABENS I.S.D.

By:  _____

By: _____

Title: Executive Director _____

Title: Superintendent _____

Date: 7/16/2021 _____

Date: _____



Fabens ISD 2021-2022 T-TESS Appraisal Calendar

Fabens ISD T-TESS Appraisers

Alejandro Navarro

Maria Villarreal

Nancy Torres

Michael Montes

Corina Ruiz

Marlene Bullard

Samantha Delgado

Michele Gonzalez

Fabens ISD T-PESS Appraisers

Dr. Veronica Vijil

Michele Gonzalez



Fabens ISD 2021-2022 T-TESS Appraisal Calendar

August 27, 2021

Deadline for T-TESS Orientation

September 10, 2021

Goal-Setting and Professional Development (GSPD) Plans due: All teachers must submit the GSPD plan to their appraiser for approval. A GSPD conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district to guide them through this process.

September 13, 2021 - April 8, 2022

T-TESS Observation Period: T-TESS observations must not occur before September 21, 2020 or after April 16, 2021.

Other important considerations:

- Observations must not occur on the day before or after Thanksgiving, Christmas, Spring Break, or Easter; on any date on which a STAAR/EOC or benchmark test is administered on that campus.
- Teachers scheduled to receive a full T-TESS evaluation will have one formal observation (minimum of 45 minutes) conducted by an appraiser during an announced one-week window.
- Walkthrough data may also be included in the teacher's overall T-TESS evaluation.
- A pre-conference between the teacher and appraiser will be required before the formal observation so that the two may discuss student learning objectives and anticipated outcomes for the week of the observation window.
- A required post-conference will be conducted within 10 work days of the date of the observation.

April 11, 2022

Goals Part II and Professional Development Plan Due – All Teachers must submit this before the End-of Year conference.

April 11 - May 6, 2022

End-of-Year Summative Process Completion:

- All EOY conferences must be completed 15 days prior to the last day of instruction. During the EOY conference, the teacher and appraiser will review scores for the domains and accompanying evidence as well as review potential goals and professional development plans for the next school year.
- A written summative appraisal shall be provided to the teacher within ten days of the Summative Conference, no later than 15 days prior to the last day of instruction.
- Use only Domain 4 for those teachers who qualified for less-than yearly appraisal and did not receive a formal observation this school year.

FABENS ISD

**LONE STAR GOVERNANCE
Board Agenda Item**

TITLE	Possible Action to Adopt Board Self-Constraints	Date Requested	07/21/2021
Requested By:	LSG Coach M. Jaloma	Approximate Time	15 minutes
Division Approval:		Action Needed:	Board Decision
Action Requested:	Board Recommendation	Information Only:	
People Participating In Presentation:	Dr. Veronica Vijil and Board	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	



Terri Rodriguez <terrirod@fabensisd.net>

Fabens ISD Board Self-Constraints

1 message

Monica I. Jaloma <mjaloma@esc19.net>
To: "Dr. Veronica Vijil" <vvijil@fabensisd.net>
Cc: Terri Rodriguez <terrirod@fabensisd.net>

Thu, Jun 17, 2021 at 3:47 PM

Hello,

Here are the board self-constraints we completed yesterday:

FISD Tentative Board Self-Constraints

The Board, either collectively or through the actions of individual Board Members, shall not:

1. Make any attempts to manage staff members at Fabens ISD.
2. Be distracted by gossip that disrupts the board's adopted student outcome goals.
3. Make judgements and should direct the stakeholder through the chain of command.
4. Accept the status quo from itself, such as making decisions based on past decisions.

The board will be able to adopt them at their next board meeting. Here is how it can be included on the board agenda:

- Possible action to adopt board self-constraints.

Please let me know if you have any questions.

Thank you!

Mónica Jaloma

*Professional Development Consultant
Lone Star Governance Coach*

Leadership and Accountability



Education Service Center-Region 19
6611 Boeing Dr.

El Paso, TX 79925

Office: (915) 780-5382

Fax: (915) 780-5033

Email: mjaloma@esc19.net

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Fabens ISD 2021 – 2022 Stipends	Date Requested	07/21/2021
Requested By:	Finance Department	Approximate Time	10 min
Division Approval:	N/A	Action Needed:	Yes
Action Requested:	The administration recommends approval of the 2021 -2022 Stipends as presented	Information Only:	No
People Participating In Presentation:	Audry Ortegon-Galvan	Who Has Been Involved:	Dr. Veronica Vijil Michele Gonzalez Martin Torres Audry Ortegon-Galvan
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Approval of Texas Association of School Boards (TASB) Board Position – Region 19	Date Requested	07/21/2021
Requested By:	TASB Board Communications	Approximate Time	5 minutes
Division Approval:		Action Needed:	Board Recommendation
Action Requested:	Board Decision	Information Only:	No
People Participating In Presentation:		Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

The endorsement period, when you may support and vote for one of the candidates will open from July 3 – August 31, 2021.

Attached is the information sent from TASB regarding the candidates nominated by their respective boards and requesting endorsement from Region 19 school districts.



Terri Rodriguez <terrirod@fabensisd.net>

Slate of Candidates for TASB Board of Directors

1 message

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

Thu, Jul 1, 2021 at 2:02 PM

BOARD PRESIDENTS, SUPERINTENDENTS, and SUPERINTENDENT SECRETARIES in Regions with TASB Board Positions which are vacant or have expiring terms.

Attached is the TASB Overview: 2021 Nomination Information which lists candidates for positions on the TASB Board. These individuals have been nominated by their local boards for TASB Board positions which are vacant or have expiring terms.

Between Saturday, July 3, and Monday, August 30, 2021, your school board is invited to endorse a candidate for each position in your Region. An endorsement form is attached.

If a majority of the Active Members of the Region endorses a candidate, that individual will be elected to the TASB Board. If at least 25 percent, but not a majority, endorse the candidate, that individual will be included on the official ballot at the TASB Delegate Assembly. The nomination from the individual's local school board is counted as an endorsement.

The Overview contains links to bios submitted by the candidates for your information. It is also posted to the TASB Website [HERE](#) and will be updated regularly as endorsements are received.

If you have any questions, please call or email Lysa Hoelscher (lysa.hoelscher@tasb.org, 800.580.8272 extension 2976.)

cc: 2021 TASB Candidates

2 attachments **TASB Overview-2021 Nomination Information.pdf**
208K

91

 **Endorsement Form.pdf**
113K

Region, Open Position	Candidate/District	Total Endorsements Received
Region 17	Amanda Bass (Plainview ISD) Brief Bio	1
Currently held by Kay Alley (Crosbyton CISD)		
Total active members in Region=58		
Endorsements required for 25 percent=15		
Endorsements required for Majority=30	Carlos Bentancourt (Slaton ISD) Brief Bio	1
Region 18	Steve Brown (Ector County ISD) (I) Brief Bio	1
Currently held by Steve Brown (Ector County ISD)		
Total active members in Region=34		
Endorsements required for 25 percent=9		
Endorsements required for Majority=18		
Region 19	Marlene Bullard (Tornillo ISD) Brief Bio	1
Currently held by Armando Rodriguez (Canutillo ISD)		
Total active members in Region=13		
Endorsements required for 25 percent=3		
Endorsements required for Majority=7	Armando Rodriguez (Canutillo ISD) (I) Brief Bio	1
Region 20, Position E*	Terri Williams (North East ISD) Brief Bio	
Candidate (North East ISD)		
<i>According to the TASB Bylaws, this District is designated as a Large District. For TASB Director nominations, Large Districts are treated as Association Regions and, therefore, do not participate in the endorsement process. A Large District's local board nomination constitutes a majority.</i>		

* Large District Position

(I) Incumbent that has indicated that they will be seeking reelection

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Approval of New August 2021 Regular Board Meeting Date	Date Requested	07/21/2021
Requested By:	Mr. Martin Torres	Approximate Time	10 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	Board Recommendation/Board Decision	Information Only:	No
People Participating In Presentation:	Mr. Torres and Board	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

In order to prepare for the budget and tax rate meetings next month, we are requesting a different date for the regular board meeting.

Please bring personal calendars to select a new date – possibly August 25, 2021

**FABENS ISD
BOARD OF TRUSTEES**

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Approval of 2021 -2022 Proposed Tax Rate for Public Hearing	Date Requested	7/21/2021
Requested By:	Mr. Martin Torres	Approximate Time	20 minutes
Division Approval:	Yes	Action Needed :	Yes
Action Requested:	The Administration recommends approval of the proposed tax rate as presented	Information Only:	No
People Participating In Presentation:	Mr. Martin Torres	Who Has Been Involved:	Mr. Martin Torres
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	N/A
		Cost to District:	N/A

FABENS ISD

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and Selection of Date for Public Hearing on Proposed 2021 – 2022 Tax Rate and Budget	Date Requested	7/21/2021
Requested By:	Mr. Martin Torres	Approximate Time	20 minutes
Division Approval:		Action Needed :	Board Recommendation
Action Requested:	Board Decision	Information Only:	No
People Participating In Presentation:	Mr. Martin Torres	Who Has Been Involved:	Mr. Martin Torres
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	N/A
		Cost to District:	N/A



PROPOSED DATES FOR PUBLIC HEARING

- August 25, 2021

FABENS ISD
BOARD OF TRUSTEES

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Discussion and Approval of Path to College – Career Prep I – IV Course	Date Requested	07/21/2021
Requested By:	Maria G. Villarreal	Approximate Time	
Division Approval:		Action Needed:	Yes
Action Requested:	Approval of Innovative course for HS	Information Only:	No
People Participating In Presentation:	Maria G. Villarreal	Who Has Been Involved:	Anthony Prado Alex Navarro Maria G. Villarreal
How Will It Benefit the District's Mission/Goals?	It will address our goal to improve college and career readiness for all students.	How Will Request Be Financed?	Utilize current programs(PSAT, Xello, TSI, etc)
		Cost to District:	None, using resources already purchased by district



FABENS HIGH SCHOOL

601 NE G Avenue P.O. Box 697 Fabens, Texas, 79838
915-765-2620 (School) • 915-764-4953 (Fax)

Date: June 30, 2021

Request:

Board Approval of Path to College 1-4 as innovative course to address areas of college and career readiness at the high school level.

Benefits of the course for students:

College:

1. Complete Apply Texas
2. Complete FAFSA applications
3. Create educational resume
4. Obtain letters of recommendation
5. Learn how to request transcripts
6. College Visits

Career:

1. Complete a certification
2. Review the job application process
3. Create resume
4. Obtain letters of recommendation
5. Workplace visits

Costs associated with the course:

1. We will utilize resources we already have in place
 - a. XELLO
 - b. TSI
 - c. PSAT

Evaluation of student outcomes:

1. Course enrollment and completion
2. STAAR Math and ELA results
3. TSI
4. Community service projects
5. Extracurricular activities
6. Personal/Interpersonal skills survey
7. Increase AP/Dual Credit enrollment

Course: Path-College/Career Prep I-IV
PEIMS Code: N1290051, N1290052, N1290053, N1290054
Abbreviation: PATHCC1, PATHCC2, PATHCC3, PATHCC4
Grade Level(s): 9-12
Number of Credits: 1.0 per course

Course description:

All students deserve academic and social support to help prepare them for the challenges they must face after high school graduation. The Path-College/Career Prep courses are the final stage of the multi-level College/Career Readiness System of Study (CCR-SOS) implemented district-wide that advances intellectual curiosity, conscientiousness, dependability, emotional stability, and perseverance through tasks that foster deeper levels of thinking and reasoning in the four core content areas. The Path secondary course series focuses on developing the habits and skills that are expected in college study and the workforce. High school Path students enhance the skill sets previously learned in Path-First Step (Elementary) and Path-Next Step (Intermediate/Middle School) and continue to develop personal/interpersonal and cognitive skills that are essential to productivity in both the collegiate and business worlds.

Essential knowledge and skills:

Path I

Knowledge and Skills

(1) Metacognitive Skills. The student obtains a greater awareness of the mental processes of learning through the analysis and practice of skills and strategies. The student is expected to:

- (A) understand the process of learning;
- (B) identify preferred approaches and strategies to learning;
- (C) apply specific memory strategies to particular tasks;
- (D) transfer appropriate memory processes to new situations; and
- (E) practice reflection and the monitoring of new learning.

(2) College/Career Planning. The student understands the many college and career choices available and design a personal action plan. The student is expected to:

- (A) explore interests, colleges, and careers and create a chart containing important information;
 - (B) develop a career plan that includes needed training, education, and skills;
 - (C) create a high school personal graduation plan identifying one of the five endorsements;
 - (D) research personal interest pertaining to community service and engage in one community service project; and
 - (E) create an e-portfolio to record work digitally.
- (3) Ethical Codes of Conduct. The student develops a greater understanding of ethics personal character through self-reflection activities. The student is expected to:
- (A) increase ethical knowledge and sensitivity;
 - (B) recognize assumptions and beliefs about ethics;
 - (C) define ethics and its relationship to attitudes and values; and
 - (D) examine the relationship between integrity and character.
- (4) Personal/Interpersonal Skills. The student acquires self-confidence through the development and improvement of important life skills necessary for positive interactions and communication. The student is expected to:
- (A) affirm strengths, talents, and abilities through self-awareness activities;
 - (B) follow directions or procedures independently;
 - (C) transform negative attitudes into positive outlooks; and
 - (D) practice listening for understanding.
- (5) Academic Behaviors. The student associates personal responsibility to academic success by strengthening positive learning behaviors while altering ineffective habits. The student is expected to:
- (A) identify and manage time wasters and acquire time management strategies;
 - (B) understand personal learning style to improve study habits;
 - (C) understand the differences between two-column, Cornell, flashcard, sentence, survey, question, read, recite, and review (SQ3R); and read, examine, decide, and write (REDW) methods of note-taking;

(D) distinguish between main points, elaboration, example, and repetition in lecture;

(E) learn to set goals and objectives and prioritize accordingly; and

(F) develop critical reading and writing skills across the curriculum.

(6) Research Skills. The student understands the need for an organized framework to identify an area of interest, collect information, record findings, and create a presentation both orally and in writing. The student is expected to:

(A) distinguish between guided research and independent research;

(B) use educational technology to conduct research;

(C) discover personal capacity to achieve at high academic levels;

(D) explore an area of interest and passion;

(E) perform research outside of the traditional curriculum; and

(F) improve communication and presentation skills.

Path II

Knowledge and Skills

(1) Critical Thinking & Reasoning Skills. The student will hone his analytical skills during reading and writing in order to deepen understanding, make connections, construct explanations, and examine differing perspectives. The student is expected to:

(A) practice categorization skills that enable the classification of ideas;

(B) incorporate all relevant knowledge and insight into thought and behavior;

(C) use analytical skills to apply knowledge and select procedures; and

(D) exercise fair-mindedness by considering other points of view.

(2) College/Career Planning. The student will develop a greater understanding of a college culture by experiencing an online learning environment and continue to explore college opportunities that match personal interests. The student is expected to:

(A) learn the terms *major* and *minor* and how they relate to future study;

(B) consider the course and degree offerings of technical and trade schools, institutes, two-year colleges, and four-year universities;

- (C) research five institutions of higher education and review catalogs;
 - (D) investigate the many methods to fund a higher education experience; and
 - (E) identify the credit or placement for AP scores and also the transfer of college level academic coursework offered through Dual Credit participation and determine the best course of action as it relates to future college goals.
- (3) Ethical Codes of Conduct. The student will know an ethical decision-making model and applies the steps to real-world and work-place issues. The student will be able to:
- (A) understand an ethical decision-making model;
 - (B) interpret and discuss the American Counseling Association's (ACA) five moral principles: autonomy, justice, beneficence, nonmaleficence, and fidelity;
 - (C) distinguish beliefs from ethics in decision making; and
 - (D) define and contrast the elements of happiness, peace, pleasure, and purpose.
- (4) Personal/Interpersonal Skills. The student understands the facets of interpersonal communication and active listening. The student is expected to:
- (A) develop a detailed understanding of personal identity and the factors that impact this recognition;
 - (B) distinguish between situations needing collaborative work from those needing independent work;
 - (C) receive feedback and to accept constructive criticism; and
 - (D) practice listening for understanding.
- (5) Academic Behaviors. The student associates personal responsibility to academic success by strengthening positive learning behaviors while altering ineffective habits. The student is expected to:
- (A) practice note-reviewing processes and learn the importance of study groups;
 - (B) practice time management strategies;
 - (C) understand the difference between individual and collaborative study;
 - (D) recognize structural, non-verbal, visual, and phonological cues in lecture;
 - (E) perform goal-setting and prioritization;

(F) identify when the use of a method of note-taking is appropriate; and

(G) use critical reading and writing foundational skills across the curriculum.

(6) Research Skills. The student understands the need for an organized framework to identify an area of interest, collect information, record findings, and create a presentation both orally and in writing. The student is expected to:

(A) develop confidence in personal abilities to complete an independent research project;

(B) use educational technology to produce an innovative, discipline-based product;

(C) accept challenges in order to perform at a high academic and intellectual level;

(D) explore an area of interest and passion;

(E) perform research outside of the traditional curriculum; and

(F) improve communication and presentation skills.

Path III

(1) Critical Thinking & Reasoning Skills. The student improves his ability to ask clarifying questions, to analyze arguments, to solve problems, and to think reasonably. The student is expected to:

(A) recognize how evidence shapes belief and opinions in various texts;

(B) apply ideas and insights to new situations;

(C) practice deductive reasoning and inductive reasoning to problems in each core content area;

(D) understand the differences between formal and informal logic in the analysis and interpretation of an argument; and

(E) demonstrate the understanding of the differences between circular arguments, ad hominem fallacies, and slippery slope fallacies by creating examples of each in oral and written form and recognizing these arguments in given bodies of text.

(2) College/Career Planning. The student analyzes and considers the financial, societal, and cultural differences of personal college and career choices. The student is expected to:

(A) review high school transcript and compare to personal high school graduation plan to maintain on-track status;

- (B) research the funding of a college education;
- (C) maintain extra-curricular activity and community service;
- (D) prepare for college readiness and college entrance exams;
- (E) meet with college representatives; and
- (F) conduct a comparative analysis of selected colleges/careers.

(3) Ethical Codes of Conduct. The student continues to apply the decision-making model to real-world and work-place issues. The student will develop community awareness and gain personal awareness by participating in group community service activities. The student will be able to:

- (A) identify specific moral aspects to an ethical dilemma;
- (B) evaluate personal values in ethical dilemmas;
- (C) evaluate personal ethical decision-making processes;
- (D) explore complex ethical issues found in real-world situations; and
- (E) enhance the affective, creative, cognitive, and ethical development through the active participation of a group community service project.

(4) Personal/Interpersonal Skills. The student understands various methods of decision-making and negotiation while continuing to practice intercommunication and active listening. The student is expected to:

- (A) understand and apply various forms of the decision-making process in order to make appropriate decisions;
- (B) learn the principles of negotiation and how to deal with conflict;
- (C) apply self management skills in various situations; and
- (D) practice networking skills and cooperative learning.

(5) Academic Behaviors. The student analyzes the structure of a meeting and practice collaborative teaching and learning strategies. The student will reflect on personal management and learning practices and evaluate their effectiveness. The student is expected to:

- (A) understand the concept of group norms in study group settings;

- (B) use note-reviewing processes and learn the importance of study groups;
- (C) practice time management strategies;
- (D) manage negative emotions in order to improve study habits;
- (E) identify and practice key note-taking symbols and abbreviations during lecture;
- (F) identify when the use of a method of note-taking is appropriate; and
- (G) use critical reading and writing foundational skills across the curriculum.

(6) Research Skills. The student conducts advanced research on a selected topic using qualitative and/or quantitative methods of inquiry. The student presents his research results in written and visual or oral format. The student is expected to:

- (A) take intellectual risks in developing and participating in original research;
- (B) complete a research product, abstract, process record, and presentation;
- (C) prepare for a question-and-answer session pertaining to research;
- (D) consider other diverse points of view in compiling research;
- (E) perform research outside of the traditional curriculum;
- (F) receive critiques from individuals other than the classroom teacher; and
- (G) investigate the steps needed to gain a performance acknowledgement.

Path IV

(1) Critical Thinking & Reasoning Skills. The student, through the application of previous critical thinking practice, improves his ability to ask clarifying questions, to analyze arguments, to solve problems, and to think reasonably. The student is expected to:

- (A) use the skills of categorization, elaboration, analogical reasoning, and information retrieval to make inferences and draw conclusions in bodies of text from each core content area;
- (B) practice the creative-problem solving process and critical-thinking strategies related to real-world situations;
- (C) apply problem-solving techniques and strategies to locate declarative and procedural information in problems from each core content area; and

(D) manage and apply conflict resolution strategies; and

(E) practice money management skills by creating a personal ledger and building a budget.

(5) Academic Behaviors. The student will analyze the structure of a meeting and practice collaborative teaching and learning strategies. The student will reflect on personal management and learning practices and evaluate their effectiveness. The student is expected to:

(A) organize and attend study group sessions;

(B) practice the use of digital planners and calendars;

(C) engage active listening skills to recognize key notes in lecture;

(D) perform goal-setting and prioritization;

(E) identify when the use of a method of note-taking is appropriate; and

(F) use critical reading and writing foundational skills across the curriculum.

(6) Research Skills. The student conducts advanced research on a selected topic using qualitative and/or quantitative methods of inquiry. The student will present his research results in written and visual or oral format. The student is expected to:

(A) work with professionals in the field of chosen research;

(B) demonstrate advanced thinking process that enable connections across time, disciplines, locations, and cultures;

(C) complete a research product, abstract, process record, and presentation comparable to the work of people in the profession;

(D) explore an area of interest and passion;

(E) participate in research that delineates the potential impact the findings will have on the individual and society at large;

(F) receive critiques from individuals other than the classroom teacher; and

(G) investigate the steps to gain a performance acknowledgement.

Description of specific student needs this course is designed to meet:

Through performances that apply both contextual and non-contextual knowledge, students must demonstrate the mastery of the following 21st century skills:

- collaboration
- critical thinking
- problem solving
- creative expression through positive self-efficacy
- effective written and oral communication
- time management
- project management
- conflict resolution
- ethical decision-making

Major resources and materials:

College Board Pre-AP and AP Strategies and Support

Textbook: College Board. CollegeEd®

Textbook: Sherfield, R.M. and Moody, P.G. (2011). Keys To Effective Learning: Study Skills and Habits for Success (ISBN 978-0-13-700757-8).

Textbook: Carter, C. and Bishop, J. and Kravits, S.L. (2011). Creating Success Through Positive Change (ISBN 978-0-13-700750-9)

Ancillary: Covey, S. 7 Habits of Highly Effective Teens (ISBN- 13-978-0684856094)

MyStudent Success Lab. Pearson

My Foundations Lab. Pearson

My College QuickStart. College Board

Suggested course activities:

Active participation in tutorial sessions

Enrollment in advanced level course(s)

Career Guidance, Exploration, and Planning System (one of the following)

Career Cruising

Kuder

ASVAAB

Complete activities on My College QuickStart

Individual community service project

Path group community service project

Juried research project

High school degree plan

College/Career records file

Post-secondary "Course-of-Study" Plan

For College-going students:

Complete Apply Texas

FAFSA

resume/send letters of recommendation

transcript retrieval

College Visits

For Career-path students:

Complete certification

Job application process

resume/letters of recommendation

work and experiential background documentation

Workplace Visits

Strongly Encouraged Optional activities:

PSAT

ACT Aspire

SAT and/or ACT

spring/summer SAT and/or ACT for juniors not meeting TSI

TSI (required for those not meeting TAPR "College-Ready Graduates" through STAAR, SAT, or ACT)

College campus visits

Career field mentorship

Suggested methods for evaluating student outcomes:

Path I:

Advanced Course enrollment and completion

STAAR Math and ELA

Extra-curricular activity participation

Community service participation reflection cards

Personal/Interpersonal Skills Survey

Course grades

Path II:

- Advanced Course enrollment and completion
- taking AP exam
- passing at least one AP exam
- AP exams with a 3 or higher
- PSAT
- STAAR Math and ELA
- Extra-curricular activity participation
- Community service participation reflection cards
- Course Grades

Path III:

- Advanced Course enrollment and completion
- Extra-curricular activity participation
- Community service participation reflection cards
- taking AP exam
- passing at least one AP exam
- AP exams with a 3 or higher
- TSI in Math
- TSI in ELA
- graduating on Distinguished Plan
- completing at least 1 Performance Acknowledgement
- Course Grades

Path IV:

- Advanced Course enrollment and completion
- Community service participation reflection cards
- Juried Research Project
- taking AP/IB exam
- passing at least one AP exam
- AP exams with a 3 or higher
- "College Ready" in both Math and ELA
- taking SAT/ACT
- at or above criterion on SAT/ACT
- graduating on Distinguished Plan
- completing 3 Performance Acknowledgements prior to March of senior year

Teacher qualifications:

- Valid TX secondary teaching certificate
- Experience teaching at the secondary level, high school teaching experience preferred
- Path Core training, preferred
- Path Curriculum Writing experience, preferred
- Pre-AP and/or AP Institute training, preferred

GT 30 hour foundational training, preferred
Capturing Kids Hearts training, preferred

Desire to teach a Path course
Effective communication and collaboration skills
Willing and able to disaggregate student data to guide pedagogy

Additional information:

AP Training through the College Board

Pre-AP Training can be obtained through the College Board or NMSI (National Math Science Institute)

Capturing Kids Hearts training information: <http://www.flippengroup.com/education/ckh.html>

30 Hours of Foundational training in the 5 subject strands of gifted education: Nature/Needs, Social/Emotional Needs, Identification/Assessment, Differentiated Curriculum, and Creativity/Instructional Strategies: <http://tagtondemand.com/>

District designed training in the Path courses for teachers. Interested districts can contact Cynthia Galindo at pathccr@gmail.com for suggestions.

FABENS ISD

**BOARD OF TRUSTEES BUSINESS
Board Agenda Item**

TITLE	Discussion and approval of new position-CCMR College Adviser	Date Requested	7-13-21
Requested By:	A. Navarro	Approximate Time	5 minutes
Division Approval:	M. Gonzalez	Action Needed:	Yes
Action Requested:	Administration recommends approval of the College Advisor position as presented	Information Only:	
People Participating In Presentation:	Alejandro Navarro	Who Has Been Involved:	Alejandro Navarro Maria Villarreal Audry Ortegon-Galvan
How Will It Benefit the District's Mission/Goals?	The position directly supports CCMR Board Goal 3	How Will Request Be Financed?	Rural CCMR Grant at 75% of salary and benefits. Remaining out of general fund CCMR Bonus allotment
		Cost to District:	25% of salary in pay range attached



FABENS INDEPENDENT SCHOOL DISTRICT

Job Title: CCMR College Advisor

Exemption Status: Exempt

Reports to: Principal

Pay Grade: 1 Admin/Prof Scale

Dept./School: Fabens High School

Employment Term: 226 Days

Primary Purpose:

Advise students and provide guidance in development and completion of each student's personal graduation plan (PGP).

Qualifications:

Education/Certification:

Bachelor's degree from an accredited institution of higher learning

Special Knowledge/Skills:

Knowledge of career development

Excellent organizational, communication, and interpersonal skills

Ability to travel to community events as needed

Ability to present information in one-on-one, small group, and large group situations to students, parents, and district staff

Strong oral and written communication skills

Ability to use information technology for professional productivity (Microsoft Office Suite, database for managing cases).

Professional experience in case management, personal and/or career counseling (**preferred**)

Experience working within a collegiate setting (**preferred**)

Experience:

Two years' previous work experience in case management, advising, or relevant experience

Major Responsibilities and Duties:

Guidance

1. Guide individual students to identify a course of study that promotes college and workforce readiness, career placement and advancement, and helps the student make the transition from secondary to post-secondary education.
2. Work closely with high school counselors to support and advise students.
3. Review personal graduation plan (PGP) options with individual students and their parent or guardian and monitor progress toward attainment of goals. Help the student to access and make use of proven

educational resources, innovative methods, and other interventions that will accelerate the learning process.

4. Guide individual students to plan, monitor, and manage the student's own educational and career development including providing information about post-secondary opportunities.
5. Work with post-secondary institutions on behalf of the students.

Assessment

6. Interpret standardized test results and assessment data to guide students in individual goal setting and planning.

Program Management and Administration

7. Compile, maintain, and file all reports, records, and other documents.
8. Comply with policies established by federal and state law, State Board of Education rule, and board policy. Comply with all district and campus routines and regulations.

Other

9. Follow district safety protocols and emergency procedures.

Supervisory Responsibilities:

None

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Personal computer and peripherals; standard instructional equipment

Posture: Prolonged sitting; frequent standing, kneeling/squatting, bending/stooping, pushing/pulling, and twisting

Motion: Frequent walking

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

Environment: Work inside, may work outside

Mental Demands: Maintain emotional control under stress; may work prolonged or irregular hours

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

Reviewed by _____ **Date** _____

Received by _____ **Date** _____

Fabens Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices. For additional information regarding Fabens Independent School District's policy of nondiscrimination, contact: Human Resources (915) 765-2600.

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Fabens ISD Federal Grant Public Notice 1. Every Student Succeeds Act (ESSA) Consolidated Grant 2. Special Education Consolidated Grant	Date Requested	07/21/2021
Requested By:	Dr. April Galaviz and Ms. Roseanne Armendariz	Approximate Time	45 minutes
Division Approval:		Action Needed:	NO
Action Requested:		Information Only:	YES
People Participating In Presentation:	Dr. April Galaviz Ms. Roseanne Armendariz	Who Has Been Involved:	Dr. April Galaviz Ms. Roseanne Armendariz
How Will It Benefit the District's Mission/Goals?	Federal Funds used to close achievement gaps for Economically Disadvantaged Students and Special Education Students	How Will Request Be Financed?	N/A
		Cost to District:	N/A



FABENS ISD

Cultivating a Growth Mindset

***Every Student Succeeds Act, ESSA
&
Special Education
Consolidated Grant Applications***

***An Informational Meeting for the Wildcat Community
Public School Board Meeting¹²³
July 21, 2021***

Texas Education Agency

ESSA Consolidated Application Planning Amounts

Program Area	2021-2022
Title I, Part A- Improving Basic Programs	\$1,547,348
Title I, Part C-Migrant	\$102,034
Title II, Part A- Recruit, Support & Retain Effective Principals & Teacher	\$122,372
Title III, Part A- English Language Acquisition	\$97,580
Title IV, Part A- Student Support and Academic Enrichment	\$119,908
2021-2022 ESSA TOTAL	\$2,016,242

Purpose of ESSA Consolidated Grant Application

These funds serve to provide all children a significant opportunity to receive a fair, equitable, and high-quality education, and to close educational achievement gaps

Title 1, PART A – Improving Basic Programs

Payroll	\$1,413,034
<ul style="list-style-type: none">• Teachers• Instructional Facilitators• Social Worker (portion)• Federal Program Director (portion)	
Contracted Services	\$10,000
<ul style="list-style-type: none">• Professional Development	
Supplies/Materials	\$76,866
<ul style="list-style-type: none">• Student Intervention Support, Parent Engagement Activities	
Other Costs	\$2,500
<ul style="list-style-type: none">• Homeless Reservation Funds (Transportation)	

126

Fund: 211
Indirect Cost: \$71,948
Total: 1,574,348

Title I, PART C- Migrant

Payroll	\$83,145
<ul style="list-style-type: none">• Migrant Recruiter• Social Worker (portion)	
Contracted Services	\$3,400
<ul style="list-style-type: none">• Conference Registrations and Training• Region 19 TSI Camps for Students	
Supplies/Materials	\$9,826
<ul style="list-style-type: none">• Tutoring Programs, Student Intervention Support, Family Recruitment and Engagement Activities, Technology, School Supplies, Books	
Other Costs	\$1,000
<ul style="list-style-type: none">• Migrant (Transportation)	

Fund: 212
Indirect Cost: \$4,663
Total: \$102,034

Title II, PART A-Recruit, Support and Retain Effective Teachers and Principals

Payroll	\$100,000
• Academic Stipends	
Contracted Services	\$11,780
• Instructional Training	
• Leadership Trainings (Presenters)	
Supplies/Materials	\$5,000
• General Office Supplies for Leadership and Professional Development Meetings (Books)	

Fund: 255
Indirect Cost: \$5,592
Total: \$122,372

Title III, PART A – English Language Acquisitions

Payroll		\$25,000
• Paraprofessional		
Contracted Services		\$20,000
• Professional Development		
• Sheltered Instruction Training		
• English Language Proficiency Standards Training		
Supplies/Materials		\$48,121
• Assessments, Instructional Materials, Literacy Program Materials, Parent Outreach and Trainings		

Fund: 263
Indirect Cost: \$4,459
Total: 97,580

Title IV, PART A—Student Support & Academic Enrichment

Contracted Services		\$ 40,000
<ul style="list-style-type: none">• Dual Credit Tuition• Counselor Training (Drug-Free Prevention, SEL)		
Supplies/Materials		\$ 74,428
<ul style="list-style-type: none">• Textbooks and General Supplies• College Readiness Initiatives• Drug-Prevention Activities• Mental Health Awareness		
		130

Fund: 289
Indirect Cost: \$ 5,480
Total: \$ 119,908

Special Education Consolidated Grant Purpose

- Provides federal **funding** for the education of children with disabilities and requires, as a condition for the receipt of such funds, that states agree to provide a free appropriate public education (FAPE; i.e., specially designed instruction provided at no cost to the parents).

Available Funding		
Description	IDEA-B Formula	IDEA-B Preschool
1. Fund/SSA Code	224	225
2. Planning Amount	\$393,349	\$9,309
3. Final Amount	\$0	\$0
4. Carryover		
5. Reallocation		
Total Funds Available	\$393,349	\$9,309

Part 2: Budget Summary

A. Budgeted Costs			
Description	Class/ Object Code	IDEA-B Formula	IDEA-B Preschool
1. Consolidated Administrative Funds		<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
2. Payroll Costs	6100	\$335,000	
3. Professional and Contracted Services	6200	\$36,000	\$5,000
4. Supplies and Material	6300	\$19,000	\$4,309
5. Other Operating Costs	6400	\$3,349	
6. Debt Services	6500		
7. Capital Outlay	6600		
8. Operating Transfers Out	8911		
Total Direct Costs		\$393,349	\$9,309
9. Indirect Costs		132	
Total Budgeted Costs		\$393,349	\$9,309



FABENS ISD

*This Presentation is
Now Open for
Public Discussion*

FABENS ISD

BOARD OF TRUSTEES BUSINESS
Board Agenda Item

TITLE	Update on HB 4545	Date Requested	7/21/2021
Requested By:	V. Vijil	Approximate Time	15 minutes
Division Approval:	Superintendent	Action Needed:	None
Action Requested:	None	Information Only:	Yes
People Participating In Presentation:	V. Vijil M. Gonzalez	Who Has Been Involved:	FISD Admin
How Will It Benefit the District's Mission/Goals?	Compliance with policy	How Will Request Be Financed?	ESSER II, ESSER III
		Cost to District:	Dependent on tutor costs.

Date:	June 25, 2021
Subject:	House Bill 4545 Implementation Overview
Category:	87th Regular Session Implementation
Next Steps:	Webinar registration to learn more

Overview

House Bill 4545 recently passed in the 87th Regular Legislative Session. The new statute is effective, as of June 16, 2021, with accelerated instruction practices required during the 2021-2022 school year for all students, based on results from Spring 2021. The Texas Education Agency (TEA) will be providing support and guidance for local education agencies (LEAs) during the summer in a few venues:

- This [TAA](#) provides highlights from the statute and some detail on how to interpret the implementation timeline and requirements.
- Along with this TAA, the TEA is releasing a [Frequently Asked Questions \(FAQ\) document](#) that will be continually updated and will provide more detailed guidance.
- The TEA will be releasing a series of webinars over the summer to share more detailed guidance and provide an opportunity for Q&A.
- The TEA will release best practices resources over the summer to support implementation, including accelerated learning committee, local board policy, high-impact tutoring resources, and parent engagement guidance and tools.

HB 4545 establishes new requirements for accelerated instruction for students who do not pass the State of Texas Assessments of Academic Readiness (STAAR®). At a high level, the legislation includes:

- Elimination of grade retention and retesting requirements in grades 5 and 8
- For any student who does not pass the STAAR test in grade 3, 5, or 8 in math or reading, a new LEA requirement to establish an accelerated learning committee to develop an individual educational plan for the student and monitor progress
- For any student who does not pass the STAAR test in grades 3–8 or STAAR (EOC) end-of-course assessments, clarification of prior accelerated instruction requirements, specifying that it must include either:
 - Being assigned a classroom teacher who is a certified master, exemplary, or recognized teacher or
 - Receiving supplemental instruction (tutoring) before or after school, or embedded in the school day

Each of these components of the legislation is described in greater detail below.

Implementation Timeline

HB 4545 is **effective immediately** starting June 16, 2021, and it applies beginning with the 2021-2022 school year. LEAs should evaluate **spring 2021 STAAR scores** to identify students who will require accelerated instruction that complies with these new requirements during the 2021-2022 school year.

For school year 2021-2022:

Accelerated instruction: For any student who did not pass STAAR grades 3-8 or EOC assessments, accelerated instruction must be delivered in the 2021-2022 school year (starting in fall 2021) or subsequent summer of 2022. Accelerated instruction entails either 1) assigning a classroom teacher who is a certified master, exemplary, or recognized teacher, or 2) delivering supplemental instruction (e.g., tutoring) before or after school, or embedded in the school day and meeting HB 4545 requirements.

Accelerated instruction delivered in summer 2021 will only satisfy the HB 4545 requirements if the criteria for supplemental instruction were met. (See the Supplemental Instruction Requirements section below.)

Accelerated Learning Committees: LEAs are required to establish accelerated learning committees (ALCs) for students who did not pass the STAAR test in grades 3, 5, or 8 math or reading beginning at the start of the 2021-2022 school year, in August. However, LEAs may find it beneficial to start establishing these committees and developing individual student plans in summer 2021 for two reasons:

- Completing this work in the summer will position LEAs to start implementing plans at the start of the school year.
- Under HB 4545, parents have the right to request a different teacher. Establishing the ALC in the summer would provide a window of opportunity to address in advance parent requests for different teachers and manage staffing and scheduling accordingly.

Board policy: LEAs are also required to establish a board policy to manage parent grievances by August 2021 ("as soon as practicable after the effective date" of HB 4545, per Section 11 of the act).

The TEA will release further guidance and resources for ALC and board policy implementation by August.

For school year 2022-2023 and beyond:

The above guidance for accelerated instruction continues to apply in subsequent school years.

Accelerated Learning Committees in Future School Years:

Starting summer 2022, LEAs must establish ALCs and develop individual student plans after scores are received, which may take place before the end of that school year or during the summer and prior to the start of the school year, based on the latest STAAR results.

Additional Statutory Highlights

Retention and Retesting Requirements

- A student in grade 5 or 8 is no longer required to be retained at the same grade level based on STAAR.
- Grade placement committees have been eliminated, though school systems still have the flexibility to retain students if deemed appropriate locally.
- In grades 5 and 8, there is now only one mathematics and reading testing opportunity. Prior law incorporated two retesting opportunities for students, if the

students did not perform satisfactorily on the initial assessment.

- The optional STAAR EOC assessments for Algebra II and English III will no longer be offered.

Accelerated Learning Committees

- The accelerated learning committee must be comprised of:
 - The principal or the principal's designee
 - The student's parent or guardian, and
 - The teacher of the subject of an assessment on which the student failed to pass.
- No later than the start of the subsequent school year, an accelerated learning committee must develop an educational plan for a student that provides the necessary accelerated instruction to enable the student to perform at the appropriate grade level by the conclusion of the school year.
- The plan should detail the areas of accelerated instruction needed by the student, the plan for progress monitoring, assessment data, and the actions and tools that will be provided for the student.
- The plan must be documented in writing with a copy provided to the student's parent or guardian.
- If a student fails an assessment in the same subject in the subsequent school year, the superintendent or a designee must meet with the student's accelerated learning committee.

Supplemental Instruction Requirements

- Deliver targeted Texas Essential Knowledge and Skills (TEKS)-aligned instruction for the applicable grade level and subject areas.
- Be provided *in addition to instruction* normally provided to students in the grade level in which the student is enrolled.
- Be designed to assist the student in achieving satisfactory performance in the applicable grade level and subject area
- Not be scheduled such that a student is removed from any of the following:
 - Instruction in grade-level content for the foundation curriculum
 - Instruction in enrichment curriculum for the grade level in which the student is enrolled
 - Recess or physical activity that is available to other students enrolled in the same grade level.
- Be provided for no less than 30 hours total during the summer or subsequent school year. If provided during the subsequent school year, it should include instruction no less than once per week.
- If a student does not pass both math and reading STAAR tests, they will need to meet the 30 hour requirement for each of the two subject areas.
- Utilize effective instructional materials designed for supplemental instruction.
- Be delivered in a 1-on-1 or small group environment, with no more than 3 students in a small group.
- Be provided by an individual with training in aligned instructional materials and under the LEA's oversight. Ideally, the same individual provides tutoring continuously for the student's entire supplemental instruction period.

****This requirement will set up a significant need to rethink master schedules, develop high-impact tutoring programs, and set up data systems for tracking student process.***

HB 4545 Implementation Support Webinars

A series of webinars will be held to provide information regarding the components of HB 4545. You may register for the webinars by using the hyperlinked dates below.

- [July 1, 2021 at 10 – 11 am: HB 4545 Implementation Overview](#)
- [July 7, 2021 at 10-11am: HB 4545 Accelerated Instruction Requirements \(including Tutoring\)](#)
- [July 15, 2021 at 2 – 3 PM: HB 4545 Accelerated Learning Committees & Parent Engagement](#)

In addition, LEAs seeking to implement tutoring and other learning acceleration strategies may benefit from joining an introductory webinar on Texas COVID Learning Acceleration Supports (TCLAS), which includes tutoring supports for LEAs:

- [June 30, 2021, at 11-12 noon: TCLAS Overview](#)

Questions regarding the implementation of HB 4545 should be submitted in writing to accelerated.instruction@tea.texas.gov. Answers will also be added on a rolling basis to the FAQ document.

Additional Resources

[National Board Certified Teacher Directory](#)
[Teacher Incentive Allotment Website](#)
[Strong Start Tutoring Resources](#)

FABENS ISD

BOARD OF TRUSTEES BUSINESS Board Agenda Item

TITLE	Recovery and Acceleration Plan	Date Requested	July 16, 2021
Requested By:	V. Vijil	Approximate Time	20 minutes
Division Approval:	Superintendent	Action Needed:	No
Action Requested:	None	Information Only:	Yes
People Participating In Presentation:	V. Vijil M. Gonzalez	Who Has Been Involved:	RSSP team, RSSP partner (Bellwether)
How Will It Benefit the District's Mission/Goals?	The Resilient Schools Support Program has identified strategies to Align with the District's Student Outcome Goals	How Will Request Be Financed?	ESSER III Funds
		Cost to District:	Dependent on ESSER III funding



SY22 Learning Recovery & Acceleration Plan

Fabens ISD

July 2021

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How We'll Get There: SY22 Resilient Schools Support Program
(RSSP) Implementation Support

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Fabens ISD serves approximately **2,000 students** across **4 campuses**

Our Vision

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



FABENS ISD

*Small Town
Tough.*



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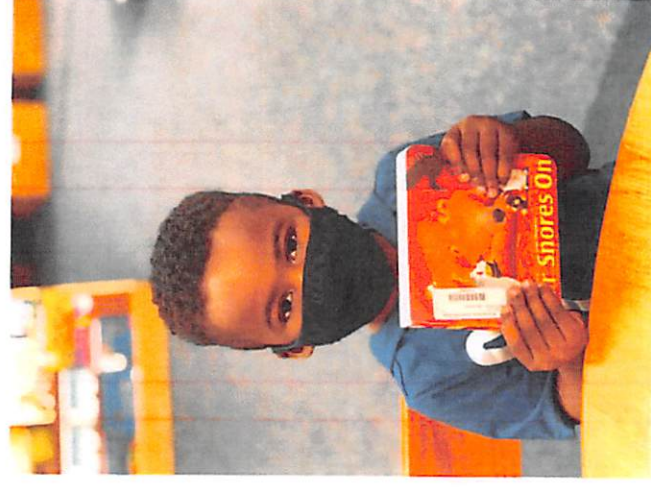
*Every Student Matters.
Every Moment Counts.*

Fabens ISD has a set of **student outcome goals** to guide our work

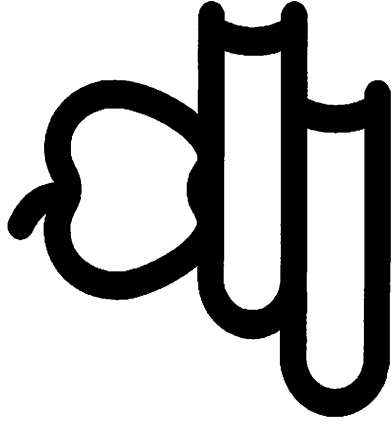
Student Outcome Goals

1. 3rd grade students that score meets grade level or above on **STAAR reading** will increase from 46% to 60% by 2024
2. 3rd grade students that score meets grade level or above on **STAAR mathematics** will increase from 54% to 65% by 2024
3. Graduates that meet criteria for **CCMR** will increase from 73% to 80% by 2024

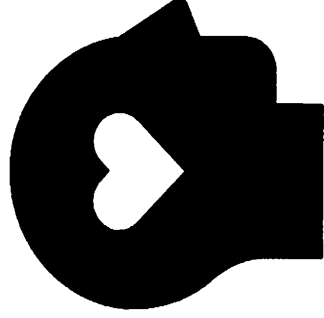
This year, our community experienced **unprecedented challenges**
and **demonstrated resilience** associated with COVID-19



Looking ahead, the Fabens community will continue to have **significant needs across three key areas**



UNFINISHED LEARNING



**MENTAL HEALTH
NEEDS**



**ONGOING PUBLIC
HEALTH CRISIS**

Bellwether Education Partners has been and will be supporting Fabens ISD in the Resilient Schools Support Program (RSSP) process



Nate Geller
Senior Consultant



Lina Bankert
Partner



Anson Jackson
Senior Adviser

Fabens ISD assembled a cross-functional team to engage in the RSSP process for SY22

RSSP Team Member	RSSP Role	Job Title
Veronica Vijil	Senior Project Sponsor	Superintendent
Michele Gonzalez	RSSP Project Lead, Curriculum & Instruction Lead, Data Lead	Asst. Superintendent
Roseanne Armendariz	Diverse Learner Lead	Director of Special Education
Nancy Torres	Focus School Leader	Middle School Principal
Corina Ruiz	Focus School Leader	Intermediate School Principal
April Galaviz	Technology Lead	Director of Federal Programs



Since April, the RSSP team has engaged in a **detailed planning process to set us up for success next year**

Phase	Essential Question
0. Project Set Up	How will we organize ourselves to do this work?
1. Analyze Student Data	What is the data telling us?
2. Understand Stakeholder Needs	What is our community telling us?
3. Make Key Decisions	What is our high level plan to address our community's needs over the next 12-18 months?
4. Identify Short Term Actions	What needs to happen in the next 1-2 months to make this plan possible?
5. Align to Other Work	How does our Recovery and Acceleration plan connect to other work in our LEA?
6. Share Plan with Community	What have we decided and why?

We are here

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How We'll Get There: SY22 RSSP Implementation Support

Through RSSP, Fabens ISD has identified **3 high-level priority areas**



Return to F2F Learning

Why focus on this?

- Despite the option to return to face-to-face learning, only about 25% of students returned in SY21 (lower for HS, higher for ES/IS)
- School districts will not receive ADA funding for remote instruction



Academic Acceleration

Why focus on this?

- According to the most recent STAAR data in 2018-19, 38% of students met grade level standards in reading, compared to a 48% state average. In all other subject areas, Fabens was <5% above or below state averages.
- D/F rates increased during the pandemic, especially at the high school level
- In order to meet Board Goals, focusing on academic acceleration is critical
- [STAAR 2021 data](#) shows an average loss of 20% points for students meeting grade level in reading in comparison with pre-COVID STAAR 2019 data

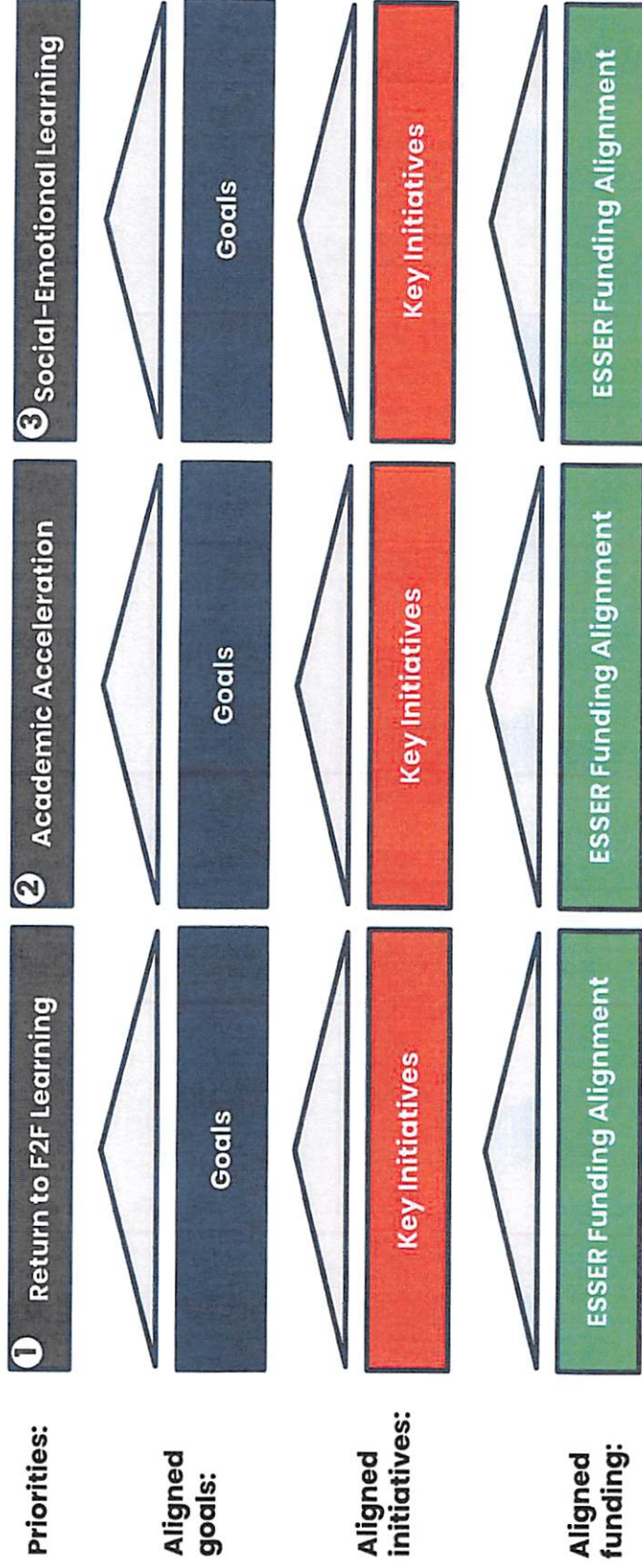


Social-Emotional Learning

Why focus on this?

- In a community survey conducted in May-June 2021 with over 250 families, 45% of respondents said that social-emotional learning support was the #1 need for students this upcoming school year
- Leading indicators suggest that students have suffered high degrees of trauma while at home and will need SE support and therapeutic services immediately upon return

For each priority area, we aim to see clear alignment with goals, initiatives, and funding



We established goals and key initiatives that will help us take strategic action

Priorities:	① Return to F2F Learning	② Academic Acceleration	③ Social-Emotional Learning
Aligned SMART goals:	Goals <ul style="list-style-type: none"> 100% of parents/ students have received communication around reopening priorities and incentives By mid-July, 100% of unregistered families will be contacted 	Goals <ul style="list-style-type: none"> 95% (19/20) of 4th-8th grade teachers will implement literacy curricula with fidelity We will return to or exceed pre-COVID levels in terms of % of students who meet grade level in reading (4th: 42%, 5th: 47%, 6th: 26%, 7th: 36%, 8th: 39%) 	Goals <ul style="list-style-type: none"> 100% of students use of SEL programs 2x/week Increase in attendance rates by 2% Decrease in D/F rates by 50% 4-yr graduation rates to meet/exceed 90% (+7% growth)
Aligned initiatives:	Key Initiatives <ul style="list-style-type: none"> Student connection campaign Family connection campaign (prioritizing those who have not registered) 	Key Initiatives <ul style="list-style-type: none"> High Quality Instructional Materials pilot for ELAR 4th-8th grade 	Key Initiatives <ul style="list-style-type: none"> SEL supports: TKC SEL supplemental curriculum (K-5) and EduGuide SEL program (6-12) PBIS district and campus team trained by Region 19 on TIPS framework for continuous data-driven improvement

We've also carefully considered **alignment of ESSER funding** to these priorities

See spending plan on district website.

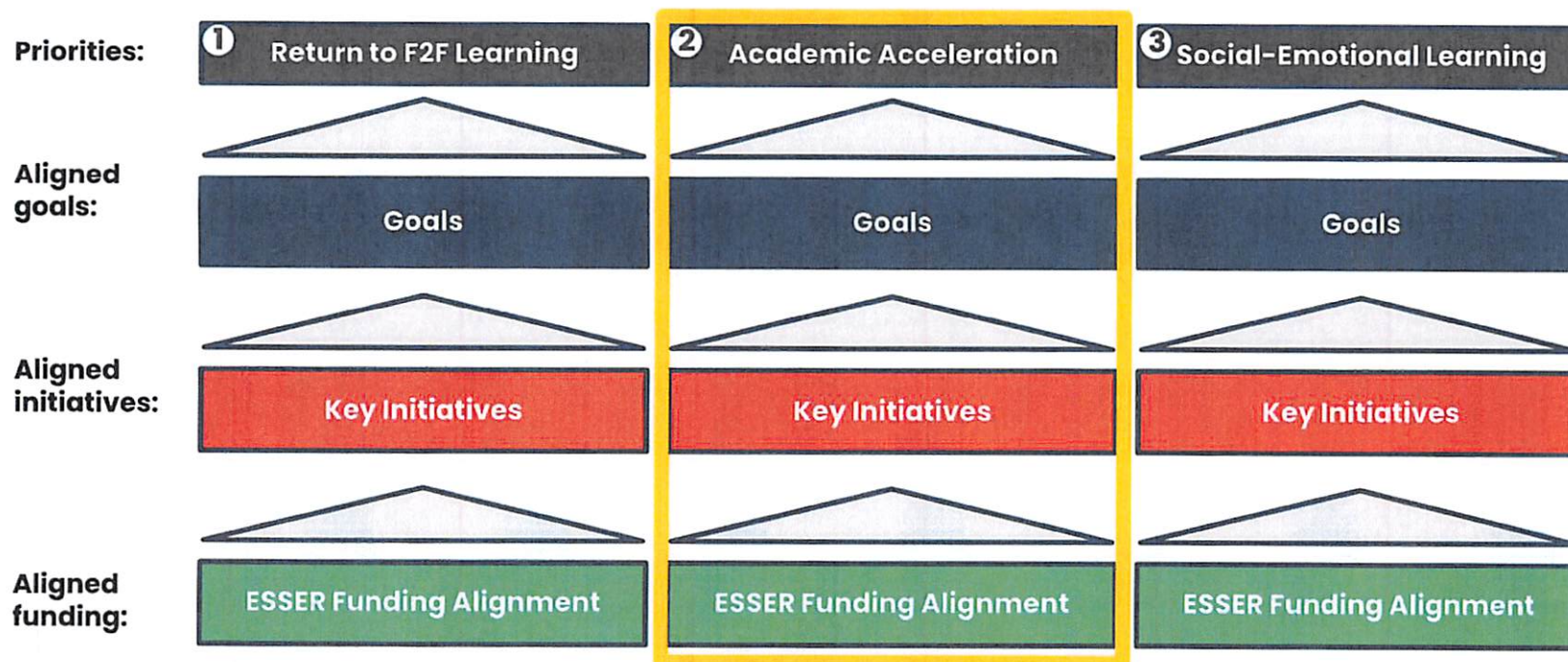
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Where We Are

Where We're Going for SY21-22

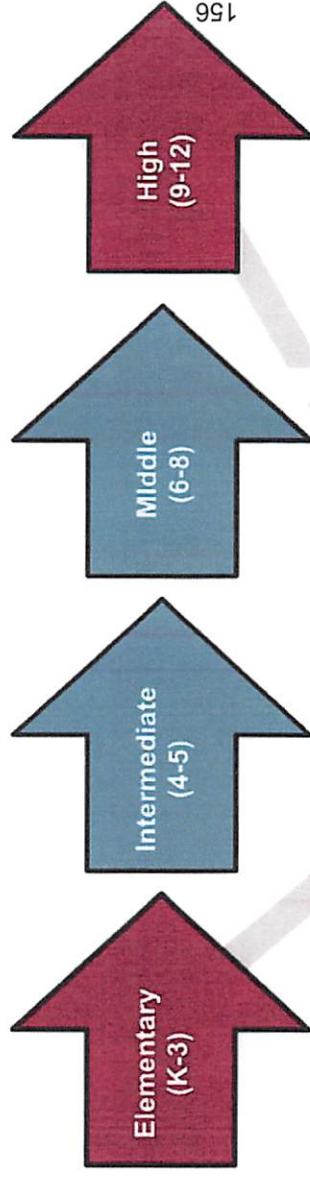
How We'll Get There: SY22 RSSP Implementation Support

RSSP implementation support with Bellwether will focus only on the 2nd priority area: **Academic Acceleration**



A bit more insight on the RSSP focus of **4th-8th grade RLA**
curriculum and instruction support

***Why focus
on 4th-8th
grade?***



We know the most pressing academic gaps exist in the red arrows, but we have the least direct influence over teacher and leader actions in these schools.

Our locus of control centers on the two middle steps in students' K-12 educational journeys.

A bit more insight on the RSSP focus of **4th–8th grade RLA** curriculum and instruction support

*Why focus
on Reading
Language
Arts?*

WHAT PERCENTAGE OF STUDENTS MEET GRADE LEVEL?

46%
Meet Grade Level



State: 50% Meet Grade Level

[Hide Results by Subject Area](#)

RESULTS BY SUBJECT

THIS DISTRICT

STATE

READING	38%	48%
MATH	55%	52%
SCIENCE	50%	54%
SOCIAL STUDIES	56%	55%
WRITING	32%	38%

Thank You!

For questions or comments, please contact:

Dr. Veronica Vijil

Superintendent

vvijil@fabensisd.net

Michele Gonzalez

Asst. Superintendent for Leadership, Assessment,
Curriculum, and Instruction

mbgonzal@fabensisd.net



**FABENS ISD
BOARD OF TRUSTEES**

**DISTRICT EMPLOYEES AND OFFICERS
Board Agenda Item**

TITLE	Introduction of New Hires	Date Requested	07/21/2021
Requested By:	Ms. Audry Ortegon-Galvan	Approximate Time	10 minutes
Division Approval:	N/A	Action Needed:	No
Action Requested:	None	Information Only:	Yes
People Participating In Presentation:	Ms. Audry Ortegon – Galvan 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	Discussion and Approval of Job Title Change to Align with Job Duties	Date Requested	07/21/2021
Requested By:	Ms. Audry Ortegon-Galvan	Approximate Time	15 minutes
Division Approval:		Action Needed:	Yes
Action Requested:	The Administration recommends approval of Job Title change to align with job duties	Information Only:	No
People Participating In Presentation:	Ms. Ortegon-Galvan	Who Has Been Involved:	
How Will It Benefit the District's Mission/Goals?		How Will Request Be Financed?	
		Cost to District:	

This item may be taken into Executive Session per Tx. Gov't. Code 551.074 at: _____
(State time closed)

Session reconvened at: _____
(Stater time opened)

Action Taken: _____



FABENS INDEPENDENT SCHOOL DISTRICT

Job Title: Health Services Coordinator

Exemption Status: Exempt

Reports to: Human Resources Director

Pay Grade: 1 Admin/Prof

Dept./School: Health Services or Assigned Campus Days

Employment Term: 226

Primary Purpose:

Responsible for program administration, implementation, coordination, and evaluation of a comprehensive program of health services for the district.

Qualifications:

Education/Certification:

Valid registered nurse (RN) or advanced practice RN license from the Texas Board of Nursing

Special Knowledge/Skills:

Ability to organize, direct, coordinate, and evaluate health services delivery system

Ability to implement policies and procedures

Ability to manage budget and personnel

Knowledge of school health and nursing administration

Knowledge of community medical and healthcare services

Strong organizational, communication, and interpersonal skills

Experience:

5 years' experience in school health, community health, pediatric/adolescent healthcare, or nursing administration

5 years supervisory experience

Major Responsibilities and Duties:

Program Management

Determine the goals, objectives, and priorities of the health services program in conjunction with nurses and other staff and within the goals and strategic plan established by the district.

Identify, analyze, and apply current nursing and medical research findings to plan and provide health care delivery for all students. Evaluate and improve school health practices and make changes based on findings.

Develop programs and recommend policies related to health and safety. Provide expert advice to district administration and other departments regarding policies, procedures, nursing, and healthcare standards on matters impacting students, staff, and the community.

Collaborate with district level administration to integrate and implement health policies and practices with priorities of the district.

Manage the delivery of all campus health services and ensure consistent implementation of school health policies regarding immunizations, communicable diseases, medication, and emergency care of ill and injured

Coordinate activities of the health services program with outside agencies and members of the medical and health care community to ensure that students have access to adequate health care services.

Represent the district in collaborative community programs related to student health.

Serve as a permanent member of the district's school health advisory committee. Participate in the development of health education curriculum and contribute to other committees related to health and safety issues of students and staff.

Coordinate department and district staff development, orientation, training, and certification as related to health needs of students.

May perform duties of school nurse at assigned campus. **

Administration

Develop and administer health services budget based on documented needs and ensure that operations are cost effective and funds are managed wisely.

Ensure that all campuses have needed healthcare supplies and resources and recommend purchase, replacement, and repair of equipment when needed.

Compile, maintain, and file all reports, records, and other documents required, including accurate, updated records of health information for all students.

Implement and comply with policies established by federal and state law, Texas Department of Health rule, State Board of Education rule, and board policy.

Compile, maintain and submit all state reports on immunizations and health screenings.

Manage and oversee the district's telemedicine program.

Implement and oversee the district's emergency treatment of allergies (Epinephrine Program).

Personnel

Work cooperatively with principals to recruit, interview, select, train, supervise, and evaluate all health services personnel and make recommendations about assignment, retention, discipline, and dismissal.

Prepare, review, and revise department job descriptions.

Share responsibility with principals to evaluate performance of school health services personnel to ensure effectiveness and develop training options and improvement plans to ensure exemplary operation in the health services area.

Plan and conduct professional development, orientation, training, and certification programs for nurses and licensed vocational nurses.

Supervisory Responsibilities:

Supervise, evaluate, and recommend the hiring and firing of school nurses and vocational nurses at campuses throughout the district.

Mental Demands/Physical Demands/Environmental Factors:

Tools/Equipment Used: Standard office equipment including computer and peripherals; may use standard medical clinic equipment including automated external defibrillator (AED)

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

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

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

Environment: Exposure to biological hazards, bacteria, and communicable diseases; may work prolonged or irregular hours; frequent district wide travel

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

**Adapted from Recommended School Health Staff Roles published by the Texas Department of Health School Health Advisory Committee, January 14, 2013.*

***If the employee is performing the duties of school nurse on assigned campus in addition to the duties of coordinator, the professional exemption may apply.*

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

Employee Signature

Date

**FABENS ISD
BOARD OF TRUSTEES**

Date: 07/21/2021 Presented By: Presiding Officer
Subject: Adjourn Related Page(s) N/A

Action

**BACKGROUND INFORMATION:
ADJOURN**

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

Motion Made By: _____

Second By: _____