

# **Board Book**



**Fabens ISD  
Regular Meeting  
Wednesday, June 15, 2022 – 6:30 PM**

**Notice of Regular Meeting  
Board of Trustees  
Wednesday, June 15, 2022**

A Regular Meeting of the Board of Trustees will be held on Wednesday, June 15, 2022, beginning at 6:30 PM, in the 821 NE G Avenue - Central Office Board Room - Fabens, TX, 821 NE G AVENUE, P O BOX 697, FABENS, TX 79838.

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

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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)]

June 9, 2022

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For the Board of Trustees

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

Date: 06/06/2022 Presented By: Board President  
Call to Order, Roll Call, Pledge of  
Subject: Allegiance, Mission and Vision Related Page(s) N/A  
Statements

**Action**

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

The June 15, 2022 Regular Meeting is called to order at \_\_\_\_\_.  
Let the minutes show that:

1) all members are in attendance

OR

2) \_\_\_\_\_ is (are) not in  
attendance.

Reason: ( ) Illness ( ) Family Emergency  
( ) Out of Town ( ) Other \_\_\_\_\_

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

.....  
**VISION STATEMENT**

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

**MISSION STATEMENT**

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



**FABENS ISD  
BOARD OF TRUSTEES**

Date: 06/06/2022 Presented By: Board President  
Subject: Communications and Visitors Related Page(s) N/A

**Action**

**BACKGROUND INFORMATION:**

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

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

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

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

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

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

**FABENS ISD  
BOARD OF TRUSTEES**

**Superintendent Report  
Board Agenda Item**

<b>TITLE</b>	<b>Superintendent Report</b>	<b>Date Requested</b>	06/06/2022
<b>Requested By:</b>	Dr. Veronica Vijil	<b>Approximate Time</b>	10 minutes
<b>Division Approval:</b>	None	<b>Action Needed:</b>	N/A
<b>Action Requested:</b>	N/A	<b>Information Only:</b>	Yes
<b>People Participating In Presentation:</b>	See Below	<b>Who Has Been Involved:</b>	N/A
<b>How Will It Benefit the District's Mission/Goals?</b>	N/A	<b>How Will Request Be Financed?</b>	N/A
		<b>Cost to District:</b>	N/A

**TOPICS**

**UPDATES:**  
Safety

**FABENS ISD  
BOARD OF TRUSTEES**

**CONSENT AGENDA  
Board Agenda Item**

<b>TITLE</b>	<b>Consent Agenda</b>	<b>Date Requested</b>	06/06/2022
<b>Requested By:</b>	Dr. Vijil	<b>Approximate Time</b>	5 minutes
<b>Division Approval:</b>		<b>Action Needed :</b>	Yes
<b>Action Requested:</b>	The Administration recommends approval of consent agenda items as presented	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Dr. Vijil	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

<b>A.</b>	<b>Minutes of Regular Board Meeting, May 18, 2022</b> Minutes attached for your review
<b>B.</b>	<b>Fabens ISD Monthly Financial Reports</b> Attached for your review
<b>C.</b>	<b>Remote Conferencing Waiver Approval for Students Exceeding 20 days</b> Attached for your review

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

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A Regular Meeting of the Board of Trustees of Fabens ISD was held Wednesday, May 18, 2022, beginning at 6:30 PM in the Central Office, Board Room, 821 NE G Avenue, Fabens, TX 79838.

**Members Present:**

Adan Escobar  
Sylvia Gonzales  
Greg Spence

Orlando Flores  
Benjamin Morales

**Members Absent:**

Viola Hernandez

Rosamaria Gallo-Avitia

**Administrators Present:**

Dr. Veronica Vijil  
Mr. Martin Torres  
Mr. Michael Perez

Ms. Michele Gonzalez  
Ms. Debbie Betancourt

Maria T. Rodriguez

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**1. Call to Order, Roll Call and Pledge of Allegiance – 6:31 – 6:32 PM**

The meeting was called to order at 6:31 PM by Mr. Benjamin Morales, Board President. All members were present except Ms. Viola Hernandez and Ms. Rosamaria Gallo-Avitia. The Pledge of Allegiance, Fabens ISD Mission and Vision statements were recited.

**2. Communication and Visitors – 6:32 – 6:42 PM**

Under this portion of the meeting, the following community members addressed the Board:

Cynthia Pacheco, FHS Art Teacher, addressed the Board on the highlights the program has had during the school year. Students who excelled in the Visual Scholastic Event were highlighted and recognized by the Board. Artwork was presented to the Board to be displayed at future board meetings.

Ms. Angela Surratt, Local Precinct Republican Chair and Ms. Lily Terrazas, Local Precinct Democratic Chair addressed the Board regarding the condition of the parking lot at the Rio Valle Woman's Club facility which is currently used for Election Day voting. With changes the El Paso County is making to some of its facilities: including the Rogelio Sanchez Facility in Fabens, the El Paso Elections Department will now also be using the Rio Valle Woman's Club for early voting.

**3. District Employees and Officers – 6:42 – 6:43 PM**

**A. 2021 - 2022 New Hires**

Under this portion of the meeting, Ms. Debbie Betancourt, Human Resources Director, recognized our two newest hires; Mr. Raul Ugarte, Transportation and Operations Supervisor and Mr. Gerardo Ortiz, IT Field Specialist.

**4. Superintendent's Report – 6:43 – 7:12 PM**

**A. Updates**

**1. Special Projects Update**

Mr. David Ayala presented the item and updated the Board on the status of the projects listed with the money allocated from the General Fund Balance: the structural crack, 10 student bathrooms, living skills classroom and student parking lot at FHS. He stated that Fabens ISD had contacted both TEA and Region 19 regarding the process for the projects and that the time frame for the completion of the projections was Summer 2022. The Board had questions from Mr. Ayala regarding progress made.

**B. Bragging Rights**

**1. Fabens High School / Fabens Middle School NJROTC Program Highlights**

Captain Michael Hertel, NJROTC instructor, provided an update on the NJROTC program. He stated that Fabens ISD is one of seven (7) districts in Texas with a middle school program. He announced that the unit had received an "Outstanding Rating" on their recent inspection. He also recognized the unit for receiving the 24<sup>th</sup> ranking in the National Academic Contest out of 1578 units nationwide. Students present were recognized by the Board and community present.

**2. Migrant Scholarship Recipient - Keila Hernandez**

Dr. April Galaviz, Federal Programs Director, presented the item and recognized Migrant student, Keila Hernandez, for her achievements and award to New Mexico State University. Her mother was present to receive a gift on her behalf.

**3. Fabens High School EPCC Graduates - Associates Degree**

Mr. Edgar Rincon and Susana Jones were present to recognize some of the Fabens High School students that received their Associates Degrees from El Paso Community College this year.

**5. Consent Agenda – 7:12 -7:14 PM**

**A. Minutes of the Regular Board Meeting, April 20, 2022**

**B. Fabens ISD Monthly Financial Reports**

**C. Community In Schools 2022 - 2023 Contract**

**D. Texas COVID Learning Acceleration Supports (TCLAS) Memorandums of Understanding**

**1. Educational Affiliation Agreement between Fabens Independent School District and The University of Texas at El Paso**

**2. Grow Your Own Program Agreement between Fabens Independent School District and The University of Texas at El Paso**

**3. Grow Your Own Fabens ISD Education and Training Teacher Stipend**

**4. Grow Your Own Fabens ISD**

Dr. Vijil opened the item and read the list of Consent Agenda items, Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to approve the Consent Agenda items as presented.

Motion Carried: 5 - 0

**6. Lone Star Governance - Student Outcome Goals – 7:14 – 7:44 PM**

**A. Goal Progress Measure Report**

1. Goal Progress Measure 3.3 Advanced Placement
2. CCMR Outcomes Bonus
3. COVID Recovery Models

Ms. Michele Gonzalez, Assistant Superintendent, presented the item and reviewed the information sent to the Board in their packets. This month she covered Goal Progress Measure 3.3 – Advance Placement, CCMR Outcome Bonus and COVID Recovery Models. After the presentation, Ms. Gonzalez answered questions from the Board.

**7. Board of Trustees Business**

**A. Fabens ISD Farm Lease Agreement – 7:44 – 7:48 PM**

Dr. Vijil presented the item, She asked if any board member had any questions on the information provided to them in their packet regarding the lease. After a few comments from the Board, Mr. Greg Spence motioned to approve the new 2022 – 2023 lease with an extension date of December 31, 2023.

Motion Carried 5 -0

**B. Fabens High School Class of 2022 Update – 7:49 – 7:53 PM**

Mr. Edgar Rincon, Fabens High School Principal, presented the item to the Board and community present. . He provided class demographics, SAT performance statistics, scholarship totals and graduation information.

**C. Fabens ISD 2022 - 2023 Basic School Supplies Purchase over \$50,000.00 – 7:54 – 8:06 PM**

Ms. Michele Gonzalez presented the item and explained the process of selecting the 2022 – 2023 vendor. She did inform the Board and community that the vendor EPI would be providing name brand supplies. Ms. Gonzalez had questions about the quality of the items in comparison to last year's products. Ms. Gonzalez provided the Board with a sample of the selected vendors products; the Board was satisfied with the quality of the items. After the presentation, Mr. Greg Spence motioned and Ms. Sylvia Gonzales seconded to approve the basic school supply purchase not to exceed \$70,000 as presented.

Moton Carried 5 - 0

**8. Adjourn – 8:07 PM**

There being no further business, Ms. Sylvia Gonzales motioned and Mr. Orlando Flores seconded to adjourn the meeting at 8:07 PM

Motion Carried: 7 - 0



**INVESTMENT REPORT  
MAY 2022**

	<u>Principal</u>	<u>Monthly Interest</u>	<u>Rates</u>
<b>Lone Star Investment Pool</b>			
<b>Government Overnight Fund</b>			
Local Maintenance Fund	\$10,351,522	\$4,864	0.58%
Interest & Sinking Fund	\$291,960	\$141	0.58%
 <b>Corporate Overnight Plus Fund</b>			
Local Maintenance Fund	\$11,970	\$8	0.82%
<b>Total Lone Star Investment Pool</b>	<b>\$10,655,452</b>	<b>\$5,013</b>	
 <b>WestStar Bank</b>			
General Operating Account	\$814,489	\$64	0.08%
Activity Account	\$118,741	\$8	0.08%
Robert F Cook - Savings	\$2,088	\$0	0.10%
Robert F Cook - CD	\$466	\$0	
Robert F Cook - CD	\$4,399	\$0	
Campus Activity Fund	\$18,483	\$0	0.02%
<b>Total WestStar Bank</b>	<b>\$958,666</b>	<b>\$73</b>	
 <b>Wells Fargo Advisors</b>			
T.A. Pollan Money Fund	\$6,047	\$0	
<b>Total Wells Fargo Advisors</b>	<b>\$6,047</b>	<b>\$0</b>	
 Total Monthly Interest Earned	\$5,086		
Total Interest Year to Date 2021-2022	\$9,231		
 Total General Fund Balance	\$10,734,881		

We, the approved Investment Officers of Fabens ISD, hereby certify that the following Investment Report represents the investment position of the district as of May 31, 2022 in compliance with the Board approved Investment Policy, the Public Funds Investment Act (Texas Government Code 2256), and, Generally Accepted Accounting Principles (GAAP).

MARTIN TORRES, CHIEF BUSINESS OFFICER

VERONICA VIJIL, SUPERINTENDENT



**FOOD SERVICE****Fund 101****MAY 2022**

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Misc Revenue	\$1,412	\$10,705	-\$9,293	758.16%
Local Revenue-Catering & Sale Meals	\$28,588	\$13,850	\$14,738	48.45%
State Matching Revenue	\$8,500	\$5,725	\$2,775	67.36%
Federal Revenue-Breakfast	\$238,174	\$269,292	-\$31,118	113.07%
Federal Revenue-Lunch	\$954,985	\$770,096	\$184,889	80.64%
USDA Commodities	\$73,070	\$0	\$73,070	0.00%
Fresh Fruit & Vegetable Program	\$45,616	\$48,945	-\$3,329	107.30%
<b>TOTAL REVENUE</b>	<b>\$1,350,345</b>	<b>\$1,118,613</b>	<b>\$231,732</b>	<b>82.84%</b>

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
	\$1,350,345	\$1,120,715	\$229,630	82.99%
<b>TOTAL EXPENDITURE</b>	<b>\$1,350,345</b>	<b>\$1,120,715</b>	<b>\$229,630</b>	<b>82.99%</b>

# TAX COLLECTIONS REPORT

MAY 2022

2021-2022

	<u>M/O</u>	<u>I/S</u>	<u>TOTAL</u>
<b><u>Estimated Collections:</u></b>	2,318,000	602,936	2,920,936
<b><u>Actual Collections:</u></b>			
<b>September</b>	12,084	2,799	14,883
<b>October</b>	24,711	6,981	31,692
<b>November</b>	127,744	37,577	165,321
<b>December</b>	540,363	158,812	699,175
<b>January</b>	976,691	287,236	1,263,927
<b>February</b>	410,645	120,690	531,335
<b>March</b>	104,120	30,250	134,370
<b>April</b>	37,558	10,492	48,050
<b>May</b>	38,217	10,904	49,121
<b>June</b>			0
<b>July</b>			0
<b>August</b>			0
<b>Due to/from</b>			
<b>Year To Date</b>	<b>2,272,131</b>	<b>665,743</b>	<b>2,937,874</b>
<b>Tax Rates</b>	1.0295000% +	0.3030900% =	1.3325900%

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

**MAY 2022**

	<u>BUDGET</u>	<u>COMMITTED</u>	<u>BALANCE</u>	<u>PERCENT COMMITTED</u>
<b>FUNCTION 11</b>	\$13,500,000	\$9,284,882	\$4,215,118	68.78%
Instruction				
<b>FUNCTION 12</b>	\$295,250	\$131,302	\$163,948	44.47%
Instructional Resources/ Media (Library)				
<b>FUNCTION 13</b>	\$215,000	\$132,502	\$82,498	61.63%
Curriculum and Staff Development				
<b>FUNCTION 21</b>	\$204,000	\$340,986	-\$136,986	167.15%
Instructional Leadership				
<b>FUNCTION 23</b>	\$1,400,000	\$920,691	\$479,309	65.76%
School Leadership				
<b>FUNCTION 31</b>	\$890,000	\$586,380	\$303,620	65.89%
Counseling Guidance Services				
<b>FUNCTION 32</b>	\$32,000	\$2,068	\$29,932	6.46%
Social Work Services				
<b>FUNCTION 33</b>	\$300,000	\$253,071	\$46,929	84.36%
Health Services				
<b>FUNCTION 34</b>	\$465,752	13 \$568,586	-\$102,834	122.08%
Transportation				

<b>FUNCTION 35</b>	\$30,000	\$0	\$30,000	0.00%
Food Service				
<b>FUNCTION 36</b>	\$827,199	\$678,773	\$148,426	82.06%
Co-Curricular Athletics				
<b>FUNCTION 41</b>	\$1,284,036	\$837,001	\$447,035	65.19%
General Administration				
<b>FUNCTION 51</b>	\$2,763,664	\$2,183,313	\$580,351	79.00%
Plant Maintenance and Operation				
<b>FUNCTION 52</b>	\$304,567	\$200,646	\$103,921	65.88%
Security/Monitoring Services				
<b>FUNCTION 53</b>	\$223,809	\$261,095	-\$37,286	116.66%
Data Processing				
<b>FUNCTION 61</b>	\$41,020	\$19,257	\$21,763	46.95%
Community Services				
<b>FUNCTION 81</b>	\$700,000	\$44,673	\$655,327	6.38%
Facilities Acquisition and Construction				
<b>FUNCTION 99</b>	\$40,000	\$31,894	\$8,106	79.74%
Other Intergovernmental Charges				
<b>ORIGINAL BUDGET</b>	<b>\$23,516,297</b>	<b>\$16,477,120</b>	<b>\$7,039,177</b>	<b>70.07%</b>



**DEBT SERVICE FUND  
FUND 599**

**MAY 2022**

	<u>ESTIMATED REVENUE</u>	<u>ACTUAL RECEIVED</u>	<u>UNCOLLECTED</u>	<u>PERCENT COLLECTED</u>
Local Revenue-Taxes	\$593,436	\$665,743	-\$72,307	112.18%
Local Revenue-Interest	\$9,500	\$256	\$9,244	2.69%
State Revenue	\$1,562,000	\$1,222,297	\$339,703	78.25%
<b>TOTAL REVENUE</b>	<b>\$2,164,936</b>	<b>\$1,888,296</b>	<b>\$276,641</b>	<b>87.22%</b>

	<u>BUDGET</u>	<u>EXPENDITURES</u>	<u>BALANCE</u>	<u>PERCENT EXPENDED</u>
Expenditures				
Function 71-Debt Service	\$2,164,936	\$1,856,167	\$308,769	85.74%
<b>TOTAL EXPENDITURE</b>	<b>\$2,164,936</b>	<b>\$1,856,167</b>	<b>\$308,769</b>	<b>85.74%</b>



Bank Account - WestStar Bank(4178696)					
Start Date - 05-01- 2022 End Date - 05- 31-2022				Print Date: 06/09/2022 10:03 a	
Issued Checks					
<u>Check Number</u>	<u>Payee</u>		<u>Check Date</u>	<u>Payment Type</u>	<u>Amount</u>
50724	A & M Awards		05/05/2022	Paper Check	\$135.00
50725	Airgas-Southwest		05/05/2022	Paper Check	\$279.90
50726	Alejandra Esparza		05/05/2022	Paper Check	\$100.00
50727	American Airlines Dept. 06413		05/05/2022	Paper Check	\$4,468.55
50728	American School Counselor Association		05/05/2022	Paper Check	\$439.00
50729	Art on Iron LLC		05/05/2022	Paper Check	\$4,850.00
50730	B & H Photo Video		05/05/2022	Paper Check	\$2,690.08
50731	Blick Art Materials		05/05/2022	Paper Check	\$137.21
50732	Brady Industries of Texas, LLC		05/05/2022	Paper Check	\$6,739.96
50733	CS Advantage USAA Inc.		05/05/2022	Paper Check	\$182,673.11
50734	Communities In Schools of El Paso, Inc.		05/05/2022	Paper Check	\$10,000.00
50735	Dell Computer		05/05/2022	Paper Check	\$348.65
50736	Dr. Jose Medina: Educational Solutions LLC		05/05/2022	Paper Check	\$11,643.75
50737	Ean Holdings, Llc DbA Enterprise Rent-A-Car		05/05/2022	Paper Check	\$107.43
50738	El Paso County Tax Assessor & Collector		05/05/2022	Paper Check	\$79.50
50739	El Paso County Water Dist #4		05/05/2022	Paper Check	\$15,130.86
50740	Fabens Isd/food Serv Catering		05/05/2022	Paper Check	\$164.25
50741	Gloria Maria Martinez		05/05/2022	Paper Check	\$637.50
50742	International Society For Technology In Education		05/05/2022	Paper Check	\$1,350.00
50743	Johnstone Supply		05/05/2022	Paper Check	\$169.93
50744	Mci Comm Service		05/05/2022	Paper Check	\$35.89
50745	Mission Linen & Uniform		05/05/2022	Paper Check	\$3,603.53
50746	Northern Speech Services, Inc.		05/05/2022	Paper Check	\$247.14
50747	OTC Brands Inc.		05/05/2022	Paper Check	\$987.67
50748	Ofelia Del Toro		05/05/2022	Paper Check	\$1,205.00
50749	Office Depot		05/05/2022	Paper Check	\$3,840.64
50750	Professional Document System		05/05/2022	Paper Check	\$1,060.00
50751	Professional Document System		05/05/2022	Paper Check	\$985.01
50752	Really Good Stuff, Inc		05/05/2022	Paper Check	\$3,305.96
50753	Region Xix Esc		05/05/2022	Paper Check	\$495.00
50754	Riverside Insights		05/05/2022	Paper Check	\$1,993.20
50755	Sam's Club		05/05/2022	Paper Check	\$257.78
50756	School Health Corporation		05/05/2022	Paper Check	\$8.99
50757	Spectrum Technologies		05/05/2022	Paper Check	\$8,335.40
50758	Subway		05/05/2022	Paper Check	\$58.49
50759	Sun City Analytical Inc		05/05/2022	Paper Check	\$150.00
50760	T Mobile		05/05/2022	Paper Check	\$5,859.23
50761	TASB		05/05/2022	Paper Check	\$14,288.00
50762	TASBO		05/05/2022	Paper Check	\$135.00
50763	Texas Gas Service		05/05/2022	Paper Check	\$10,328.65
50764	The Fund Raiser Guy		05/05/2022	Paper Check	\$550.00
50765	Victoria A. Schwartz Molina		05/05/2022	Paper Check	\$525.00
50766	Wilson Language Training Corp.	17	05/05/2022	Paper Check	\$238.68
50767	Windstream Corporation		05/05/2022	Paper Check	\$3,133.87
50768	Zee Medical		05/05/2022	Paper Check	\$56.47



50769	Julieta Banuelas		05/05/2022	Paper Check	\$1,332.00
50770	Debbie Betancourt		05/05/2022	Paper Check	\$97.36
50771	Donald Brown		05/05/2022	Paper Check	\$462.00
50772	Donald Brown		05/05/2022	Paper Check	\$462.00
50773	Concepcion Delgado		05/05/2022	Paper Check	\$500.00
50774	Lorena Flores		05/05/2022	Paper Check	\$500.00
50775	Michele Gonzalez		05/05/2022	Paper Check	\$67.07
50776	Alyza Pineda		05/05/2022	Paper Check	\$392.15
50777	Maria Romero		05/05/2022	Paper Check	\$800.00
50778	Maria Romero		05/05/2022	Paper Check	\$1,000.00
50779	Lorena Salinas		05/05/2022	Paper Check	\$21.00
50780	Miguel Soto		05/05/2022	Paper Check	\$730.00
50787	EP TECHWORKS LLC		05/11/2022	Paper Check	\$70,837.88
50788	A & M Awards		05/12/2022	Paper Check	\$279.00
50789	A T Shirt Warehouse, LLC		05/12/2022	Paper Check	\$204.00
50790	Airline International Luggage		05/12/2022	Paper Check	\$1,440.00
50791	American Express		05/12/2022	Paper Check	\$4,380.81
50792	American Refrigeration Supplies		05/12/2022	Paper Check	\$92.96
50793	Apogee Components		05/12/2022	Paper Check	\$495.54
50794	B & H Photo Video		05/12/2022	Paper Check	\$834.72
50795	Barnes And Nobles #2744		05/12/2022	Paper Check	\$375.40
50796	Charter Communications Holdings LLC		05/12/2022	Paper Check	\$2,186.34
50797	Claudia Alvillar Woodruff		05/12/2022	Paper Check	\$1,085.00
50798	College Board		05/12/2022	Paper Check	\$300.00
50799	Composite Envision, LLC		05/12/2022	Paper Check	\$304.68
50800	Dell Computer		05/12/2022	Paper Check	\$8,374.90
50801	Ean Holdings, Llc DbA Enterprise Rent-A-Car		05/12/2022	Paper Check	\$182.10
50802	El Paso County Water Dist #4		05/12/2022	Paper Check	\$114.86
50803	El Paso County Water Dist #4		05/12/2022	Paper Check	\$249.00
50804	Famous Dave's		05/12/2022	Paper Check	\$1,314.50
50805	First Financial Administrators		05/12/2022	Paper Check	\$226.64
50806	G & E Industrial Supplies, Inc.		05/12/2022	Paper Check	\$4,200.00
50807	Home Depot Credit Services		05/12/2022	Paper Check	\$441.70
50808	Interstate Battery Systems Of El Paso		05/12/2022	Paper Check	\$485.75
50809	Julie's Promotional Products		05/12/2022	Paper Check	\$325.00
50810	Kuta Software LLC		05/12/2022	Paper Check	\$1,400.00
50811	Labatt Food Service		05/12/2022	Paper Check	\$11,302.29
50812	Labatt Food Service		05/12/2022	Paper Check	\$41.38
50813	Lakeshore Learning Materials		05/12/2022	Paper Check	\$933.65
50814	Maria I. Quiroz		05/12/2022	Paper Check	\$630.00
50815	Mission Linen & Uniform		05/12/2022	Paper Check	\$1,628.58
50816	Musician's Friend		05/12/2022	Paper Check	\$187.00
50817	OTC Brands Inc.		05/12/2022	Paper Check	\$151.92
50818	Office Depot		05/12/2022	Paper Check	\$12,547.27
50819	Purchase Power		05/12/2022	Paper Check	\$2,015.00
50820	R. T. C., Inc.		05/12/2022	Paper Check	\$2,175.00
50821	RE Medical Associates		05/12/2022	Paper Check	\$50.00
50822	Reece Supply Co		05/12/2022	Paper Check	\$516.75
50823	Region Xix Esc		05/12/2022	Paper Check	\$1,200.00
50824	Renaissance Learning Inc		05/12/2022	Paper Check	\$306.00
50825	Ri-Tech Drug Testing		05/12/2022	Paper Check	\$685.00
50826	Riverside Insights		05/12/2022	Paper Check	\$138.00
50827	Rocio Aguirre	18	05/12/2022	Paper Check	\$4,700.00
50828	Rubber Ducky Screenprinting		05/12/2022	Paper Check	\$567.00
50829	Rubber Ducky Screenprinting		05/12/2022	Paper Check	\$495.00

50830	Rubber Ducky Screenprinting		05/12/2022	Paper Check	\$999.00
50831	Rubber Ducky Screenprinting		05/12/2022	Paper Check	\$475.00
50832	S & S Worldwide		05/12/2022	Paper Check	\$63.12
50833	School Health Corporation		05/12/2022	Paper Check	\$113.70
50834	Segovia's Distributing		05/12/2022	Paper Check	\$24.48
50835	Signwarehouse		05/12/2022	Paper Check	\$843.21
50836	Soccer Referees Association of El Paso		05/12/2022	Paper Check	\$100.00
50837	Sonitrol of El Paso		05/12/2022	Paper Check	\$2,085.00
50838	TASB		05/12/2022	Paper Check	\$65.00
50839	TASBO		05/12/2022	Paper Check	\$275.00
50840	Therapy Shoppe, Inc.		05/12/2022	Paper Check	\$287.61
50841	W.W. Grainger Inc		05/12/2022	Paper Check	\$249.90
50842	Wholesale Lumber of Fabens LLC		05/12/2022	Paper Check	\$36.87
50843	Wilson Language Training Corp.		05/12/2022	Paper Check	\$662.04
50844	Winsupply S El Paso TX Co.		05/12/2022	Paper Check	\$125.00
50845	Yvonne B. Bucher		05/12/2022	Paper Check	\$1,225.00
50846	dB Audio USA, LLC		05/12/2022	Paper Check	\$4,575.00
50847	Samantha Delgado		05/12/2022	Paper Check	\$395.00
50848	Samantha Delgado		05/12/2022	Paper Check	\$480.00
50849	Marcela Licerio		05/12/2022	Paper Check	\$1,431.11
50850	Bertha Martinez		05/12/2022	Paper Check	\$81.95
50851	Norberto Samayoa		05/12/2022	Paper Check	\$276.00
50852	Justin Stone		05/12/2022	Paper Check	\$580.00
50859	Monica Lyons		05/13/2022	Paper Check	\$3,759.69
50860	Monica Lyons		05/16/2022	Paper Check	\$3,588.80
50861	Academic Communication Assoc Publication Center, Dept. Sf5		05/19/2022	Paper Check	\$226.60
50862	American Refrigeration Supplies		05/19/2022	Paper Check	\$1,024.00
50863	American School Counselor Association		05/19/2022	Paper Check	\$1,118.00
50864	Autozone		05/19/2022	Paper Check	\$305.65
50865	B & H Photo Video		05/19/2022	Paper Check	\$5,296.72
50866	Barrett/Airworks Service Co.		05/19/2022	Paper Check	\$1,240.32
50867	C & M Plaque And Trophy		05/19/2022	Paper Check	\$2,049.75
50868	Calian Corp		05/19/2022	Paper Check	\$240.00
50869	Cammaron Trujillo		05/19/2022	Paper Check	\$700.00
50870	Control and Equipment Company of El Paso, Inc.		05/19/2022	Paper Check	\$230.00
50871	Corner Bakery Cafe		05/19/2022	Paper Check	\$135.00
50872	CrisisGo Inc.		05/19/2022	Paper Check	\$900.00
50873	Demco, Inc		05/19/2022	Paper Check	\$1,603.57
50874	Ean Holdings, Llc DbA Enterprise Rent-A-Car		05/19/2022	Paper Check	\$540.48
50875	El Paso Electric Co		05/19/2022	Paper Check	\$56,645.20
50876	El Paso I.S.D. Print Shop		05/19/2022	Paper Check	\$1,622.40
50877	Fredoz LLC		05/19/2022	Paper Check	\$45.50
50878	GH Dairy		05/19/2022	Paper Check	\$3,853.70
50879	Giant Leap Rocketry, LLC		05/19/2022	Paper Check	\$136.06
50880	Gloria Maria Martinez		05/19/2022	Paper Check	\$737.70
50881	Gopher Sports		05/19/2022	Paper Check	\$726.88
50882	Gov Connection, Inc.		05/19/2022	Paper Check	\$144.12
50883	Hercules Industries, Inc.		05/19/2022	Paper Check	\$2,472.40
50884	JROTC DOG TAGS, INC.		05/19/2022	Paper Check	\$368.37
50885	John & Brenda's LLC		05/19/2022	Paper Check	\$430.65
50886	Johnstone Supply	19	05/19/2022	Paper Check	\$102.40
50887	La Estrella Screen Printing & Embroidery LLC		05/19/2022	Paper Check	\$2,940.00

50959	First Financial Administrators		05/26/2022	Paper Check	\$156.13
50960	Flaghouse		05/26/2022	Paper Check	\$275.85
50961	Frog Street Press, LLC		05/26/2022	Paper Check	\$2,992.00
50962	Guardian Helmets		05/26/2022	Paper Check	\$166.68
50963	Honors Graduation, LLC		05/26/2022	Paper Check	\$499.00
50964	IMPAC		05/26/2022	Paper Check	\$575.84
50965	L H & R Signs & Lighting LLC		05/26/2022	Paper Check	\$480.00
50966	Labatt Food Service		05/26/2022	Paper Check	\$310.00
50967	Lakeshore Learning Materials		05/26/2022	Paper Check	\$695.62
50968	MARCO Promotional Products		05/26/2022	Paper Check	\$443.94
50969	Maria I. Quiroz		05/26/2022	Paper Check	\$560.00
50970	Maribel R. Navarro		05/26/2022	Paper Check	\$1,250.00
50971	Mci Comm Service		05/26/2022	Paper Check	\$35.89
50972	Mci Comm Service		05/26/2022	Paper Check	\$35.89
50973	Mission Linen & Uniform		05/26/2022	Paper Check	\$2,199.72
50974	Monica Lyons		05/26/2022	Paper Check	\$4,785.06
50975	NCS Pearson		05/26/2022	Paper Check	\$109.80
50976	O'Reilly Auto Parts		05/26/2022	Paper Check	\$494.77
50977	OTC Brands Inc.		05/26/2022	Paper Check	\$284.48
50978	Office Depot		05/26/2022	Paper Check	\$6,134.66
50979	Pearson Assessments & Testing		05/26/2022	Paper Check	\$704.55
50980	ProComputing Corporation		05/26/2022	Paper Check	\$3,210.00
50981	Proaction, Inc.		05/26/2022	Paper Check	\$24.00
50982	R. T. C., Inc.		05/26/2022	Paper Check	\$60.00
50983	Really Good Stuff, Inc		05/26/2022	Paper Check	\$2,523.10
50984	Region Xix Esc		05/26/2022	Paper Check	\$1,488.00
50985	Rene Humberto Garcia		05/26/2022	Paper Check	\$1,250.00
50986	Safety Kleen Systems Inc		05/26/2022	Paper Check	\$156.41
50987	Sam's Club		05/26/2022	Paper Check	\$3,208.07
50988	Saucedo Security Solutions		05/26/2022	Paper Check	\$28.50
50989	School Health Corporation		05/26/2022	Paper Check	\$85.85
50990	School Specialty LLC		05/26/2022	Paper Check	\$925.28
50991	Southwest Disposal		05/26/2022	Paper Check	\$1,930.00
50992	Southwestern Mill Distributors		05/26/2022	Paper Check	\$2,622.80
50993	Stuart C. Cox, Trustee		05/26/2022	Paper Check	\$1,955.00
50994	Sun City Analytical Inc		05/26/2022	Paper Check	\$2,900.00
50995	T Mobile		05/26/2022	Paper Check	\$243.40
50996	TASB		05/26/2022	Paper Check	\$65.72
50997	Texas Department Of Public Safety		05/26/2022	Paper Check	\$18.00
50998	Texas Tech Uil		05/26/2022	Paper Check	\$5,100.00
50999	Thomas Bus Gulf Coast		05/26/2022	Paper Check	\$800.60
51000	W.W. Grainger Inc		05/26/2022	Paper Check	\$568.58
51001	dB Audio USA, LLC		05/26/2022	Paper Check	\$4,575.00
51002	Elizabeth Huerta		05/26/2022	Paper Check	\$138.00
51003	Marcela Licerio		05/26/2022	Paper Check	\$211.78
51004	Stacy Macias		05/26/2022	Paper Check	\$600.80
51005	Elizabeth Ramirez		05/26/2022	Paper Check	\$204.00
51006	Edgar Rincon		05/26/2022	Paper Check	\$138.00
51007	Miguel Soto		05/26/2022	Paper Check	\$88.00
51008	Nancy Torres		05/26/2022	Paper Check	\$144.00
51009	Maria Villarreal		05/26/2022	Paper Check	\$138.00
51010	Shelby Distributions, Inc.		05/27/2022	Paper Check	\$725.00
		21		Issued Checks SubTotal	\$ 999,050.06

<b>Voided Checks</b>					
<b>Check Number</b>	<b>Payee</b>	<b>Check Date</b>	<b>Void Date</b>	<b>Payment Type</b>	<b>Amount</b>
50613	Stuart C. Cox, Trustee	04/21/2022	05/24/2022	Paper Check	\$ 1,277.90
50859	Monica Lyons	05/13/2022	05/16/2022	Paper Check	\$ 3,759.69
				<b>Voided Checks SubTotal</b>	<b>\$ 5,037.59</b>
				<b>Net Amount</b>	<b>\$ 994,012.47</b>

# FABENS ISD

## Student Outcome Goals Board Agenda Item

<b>TITLE</b>	<b>End of Year Goal Progress Measures for Goals 1 and 2</b>	<b>Date Requested</b>	06/08/2022
<b>Requested By:</b>	Ms. Michele Gonzalez	<b>Approximate Time</b>	30 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	No
<b>Action Requested:</b>		<b>Information Only:</b>	Yes
<b>People Participating In Presentation:</b>	Ms. Michele Gonzalez	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	



# Fabens Independent School District Goal Progress Measures 1.2 and 2.2 Monitoring Report– June 15, 2022





# Student Growth Goal 1

## Early Childhood Literacy

The percent of 3<sup>rd</sup> grade students that score **meets grade level** or above on STAAR Reading on the December 2019 TAPR will increase from 46% to 60% by December 2024.



# Kindergarten Student Outcome Report

## Goal Progress Measure 1.1/2.1

**Goal Progress Measure 1.1/2.1:** The percentage of Kindergarten students that score at or above grade level on the End of Year Diagnostic Assessments will increase from 46% in Fall 2021 to 55% by May 2024.





# Kindergarten Student Outcome Report

## Goal Progress Measure 1.1/2.1

**Goal Progress Measure 1.1/2.1:** The percentage of Kindergarten students that score at or above grade level on the End of Year Diagnostic Assessments will increase from 46% in Fall 2021 to 55% by May 2024.

Student Group Targets			
		Current 2022	Target 2024
All Students		73% (target 49%) (103/141)	55%
Economically Disadvantaged		72% (88/122)	55%
Emergent Bilingual		84% (70/83)	55%
Special Education		65% (13/20)	55%

	Percent Below Grade level	#	Percent Approaches Grade level	#	Percent Meets or Above Grade level	#
			28			
Kindergarten	13%	19	13%	19	73%	103

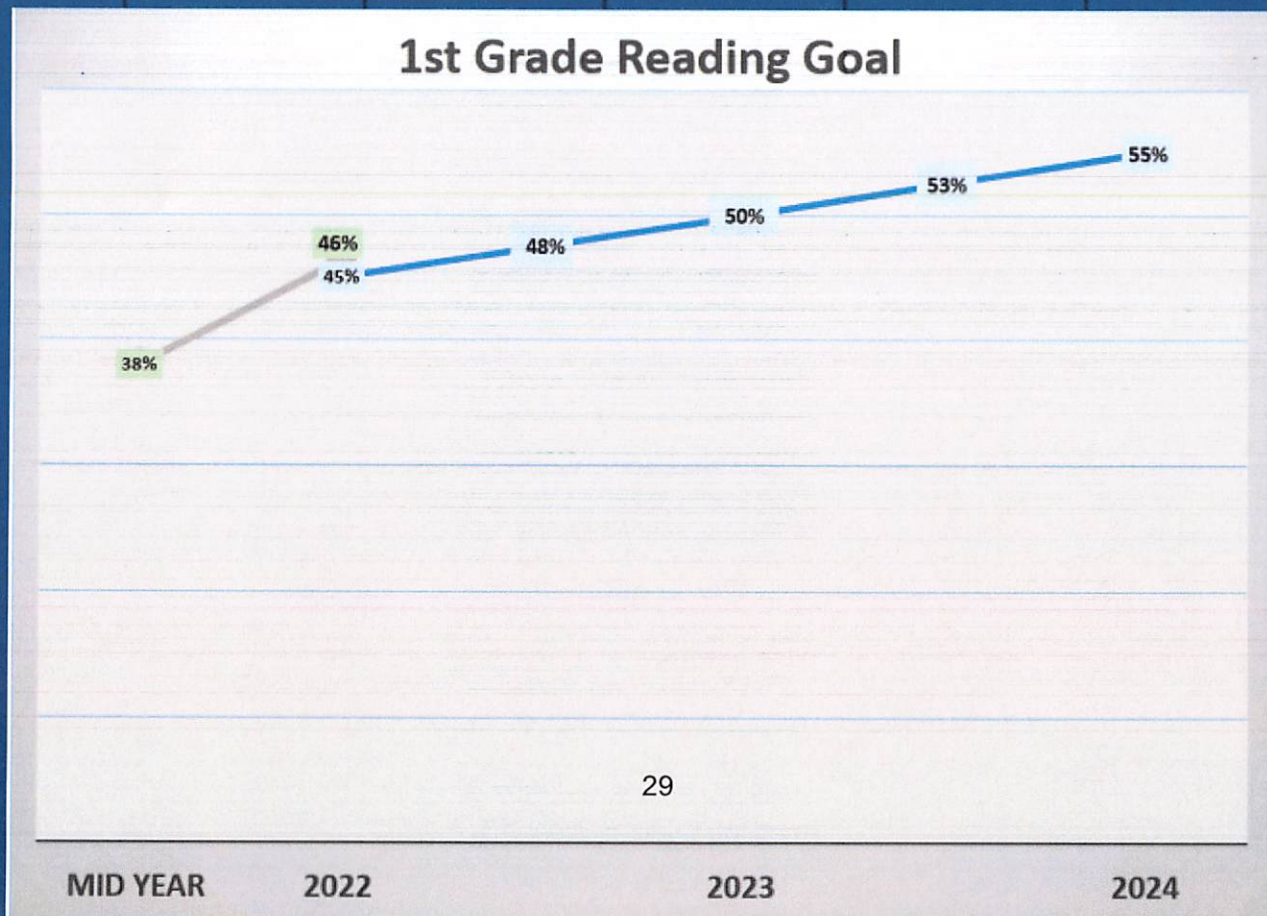


# First Grade Student Outcome Report

## Goal Progress Measure 1.2

### Early Childhood Literacy Goal Progress Measure 1.2

The percentage of 1<sup>st</sup> grade students that score at or above grade level on the End of Year Reading Diagnostic Assessments will increase from 45% in the Fall of 2021 to 55% by May 2024.





# First Grade Student Outcome Report

## Goal Progress Measure 1.2

Student Group Targets			
		Current 2022	Target 2024
All Students		46% (target 45%) (64/138)	55%
Economically Disadvantaged		46% (61/134)	55%
Emergent Bilingual		55% (39/71)	55%
Special Education		8% (1/13)	55%

		Percent Below Grade level	#	Percent Approaches Grade level	#	Percent Meets or Above Grade level	#
1 <sup>st</sup> Grade		37%	51	17%	23	46%	64

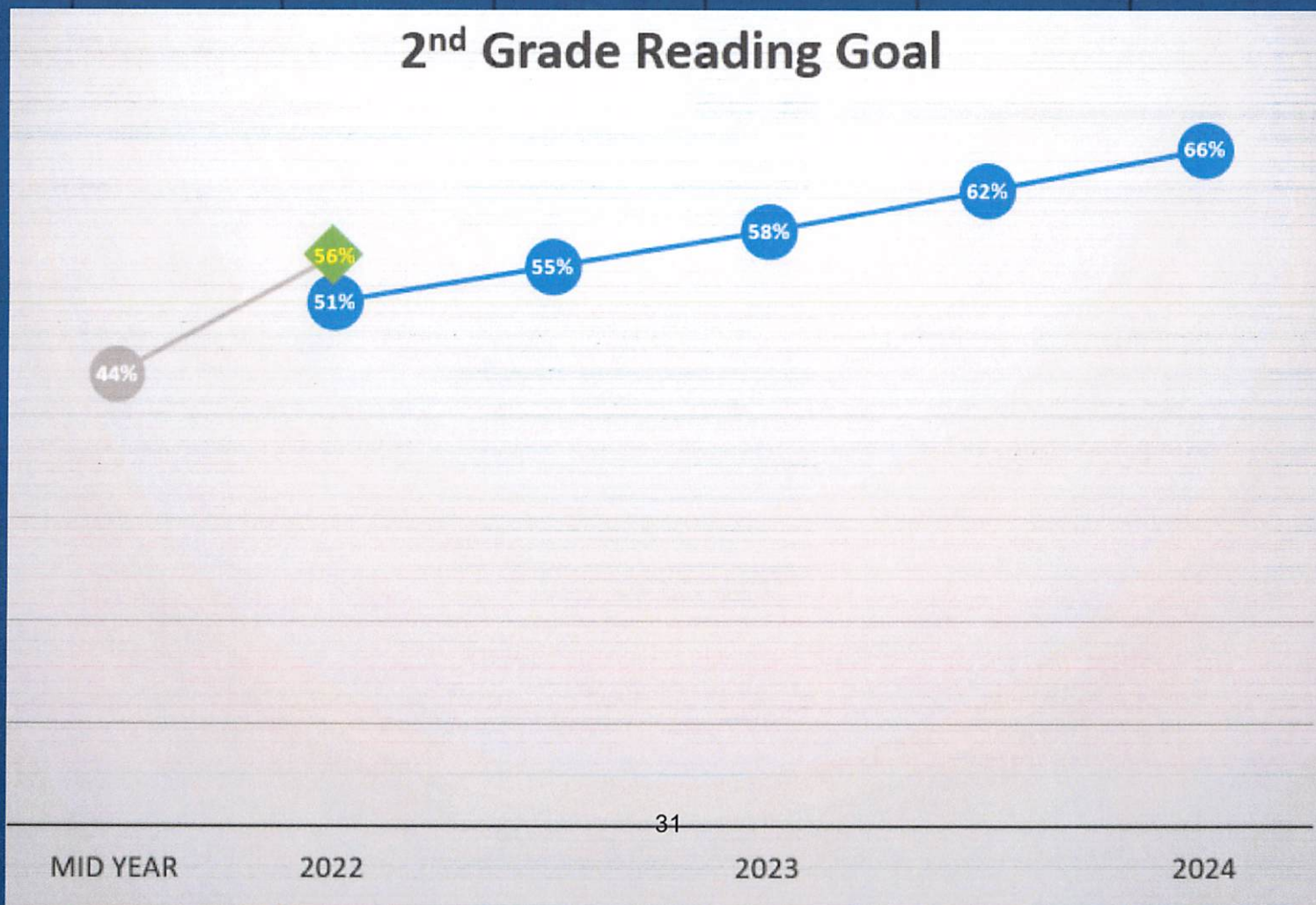
30



# Second Grade Student Outcome Report

## Goal Progress Measure 1.3

The percentage of 2<sup>nd</sup> grade students that score at or above grade level on the End of Year Reading Diagnostic assessments will increase from 46% in the Fall of 2021 to 66% by May 2024.





# Student Growth Goal 1

## Early Childhood Literacy

The percentage of 2<sup>nd</sup> grade students that score at or above grade level on the End of Year Reading Diagnostic assessments will increase from 46% in the Fall of 2021 to 66% by May 2024.

Student Group Targets			
		Current 2022	Target 2024
All Students		56% (target 51%) (75/135)	66%
Economically Disadvantaged		54% (69/128)	66%
Emergent Bilingual		55% (41/74)	66%
Special Education		19% (4/21)	66%

	Percent Below Grade level	#	Percent Approaches Grade level	#	Percent Meets or Above Grade level	#
			32			
2 <sup>nd</sup> Grade	32%	44	12%	16	56%	75



# Student Growth Goal 2

## Early Childhood Mathematics

**Goal 2:** The percent of 3<sup>rd</sup> grade students that score **meets grade level** or above on STAAR Mathematics on the December 2019 TAPR will increase from 54% to 65% by December 2024.

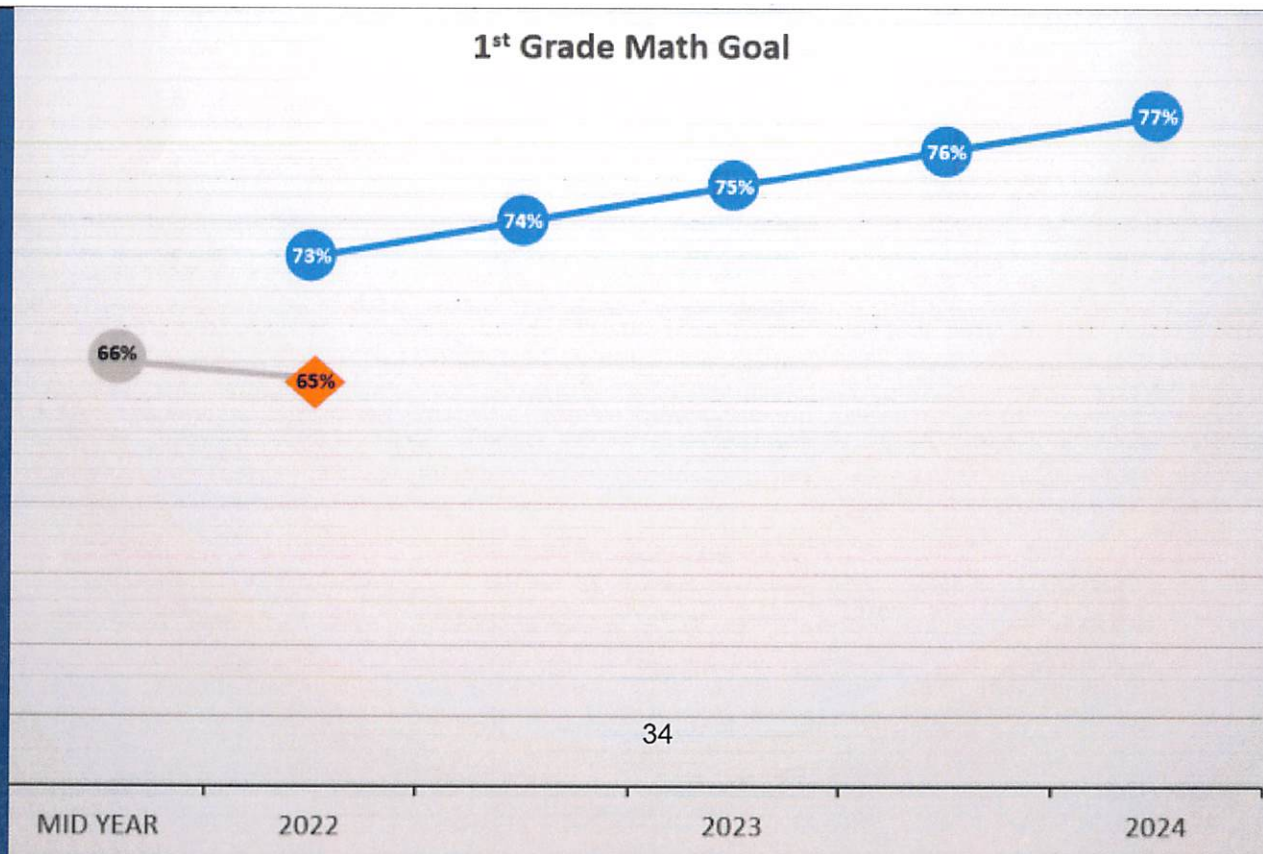


# First Grade Student Outcome Report

## Goal Progress Measure 2.2

### Early Childhood Mathematics Goal Progress Measure 2.2

The percentage of 1<sup>st</sup> Grade students that score meets or above on the End of Year Math Diagnostic Assessments will increase from 66% in Fall 2021 to 77% by May 2024.





# First Grade Student Outcome Report

## Goal Progress Measure 2.2

### First Grade Math

Student Group Targets			
	Current 2021		Target 2024
All Students	65% (target 73%) (90/ 138)		77%
Economically Disadvantaged	62% (83/134)		77%
Emergent Bilingual	82% (58/71)		77%
Special Education	38% (5/13)		77%

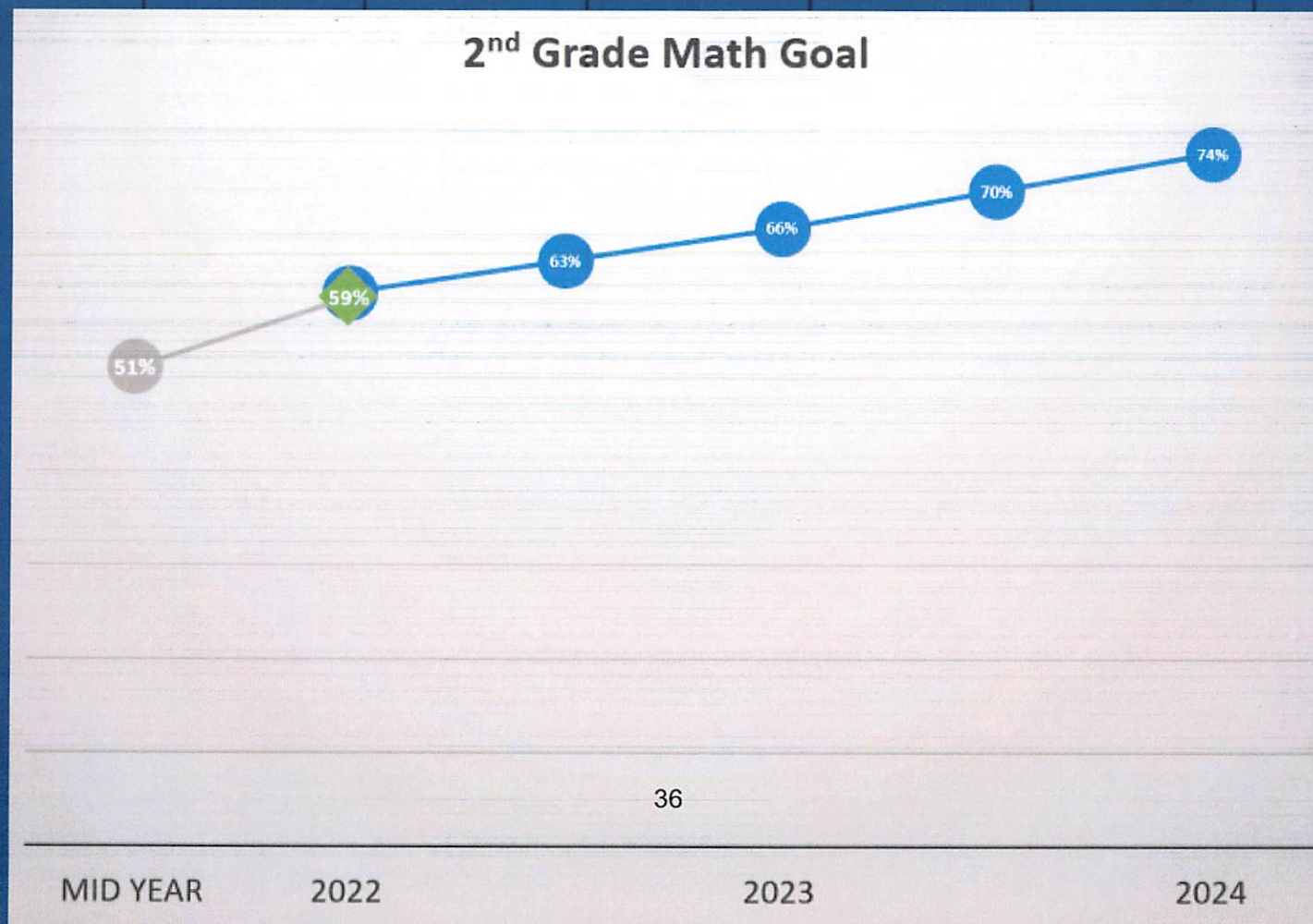
	Percent Below Grade level	#	Percent Approaches Grade level	#	Percent Meets or Above Grade level	#
		35				
1 <sup>st</sup> Grade	23%	32	12%	16	65%	90



# Student Growth Goal 2

## Early Childhood Mathematics

Goal Progress Measure 2.3: The percentage of 2nd grade students that score at or above grade level on the End of Year Math Diagnostic assessments will increase from 54% in Fall 2021 to 74% by May 2024.





# Student Growth Goal 2

## Early Childhood Mathematics

Student Group Targets				
			Current 2022	Target 2024
All Students			59% (target 59%) (79/135)	74%
Economically Disadvantaged			57% (73/128)	74%
Emergent Bilingual			59% (44/74)	74%
Special Education			24% (5/21)	74%

	Percent Below Grade level	#	Percent Approaches Grade level	#	Percent Meets or Above Grade level	#
2 <sup>nd</sup> Grade	25%	34	16%	22	59%	79

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**FABENS ISD**

**DISTRICT EMPLOYEES AND OFFICERS  
Board Agenda Item**

<b>TITLE</b>	<b>2021 – 2022 New Hires</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Ms. Debbie Betancourt	<b>Approximate Time</b>	10 minutes
<b>Division Approval:</b>	N/A	<b>Action Needed:</b>	No
<b>Action Requested:</b>	N/A	<b>Information Only:</b>	Yes
<b>People Participating In Presentation:</b>	Ms. Betancourt and New hires	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

## FABENS ISD

### District Employees and Officers Board Agenda Item

<b>TITLE</b>	<b>Approval of Fabens ISD 2022 – 2023 Stipends</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Ms. Debbie Betancourt	<b>Approximate Time</b>	15 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of the 2022 – 2023 Stipends as presented	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Ms. Debbie Betancourt	<b>Who Has Been Involved:</b>	D. Betancourt
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	



## Fabens Independent School District

### 2022-2023 Athletic Stipends & Extra Duty Pay

Sport	Coaching/# of Coaches	2021-2022	2022-2023
<b>Athletic Trainer</b>	District Wide (1)	\$11,000.00	\$11,000.00
<b>Baseball</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	Varsity Assistant (1)	\$4,200.00	\$4,200.00
	JV (1)	\$3,200.00	\$3,200.00
	Middle School-8 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-7 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
<b>Basketball (Boys)</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	JV (1)	\$4,200.00	\$4,200.00
	9 <sup>th</sup> Grade (1)	\$3,200.00	\$3,200.00
	Middle School-8 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-7 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-B Team (1)	\$1,500.00	\$1,500.00
<b>Basketball (Girls)</b>	Head Coach (1)	\$6,700.00	Filled by AD, no stipend
	JV (1)	\$4,200.00	\$4,200.00
	9 <sup>th</sup> Grade (1)	\$3,200.00	\$3,200.00
	Middle School-8 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-7 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-B Team (1)	\$1,500.00	\$1,500.00
<b>Cross Country</b>	Head Coach-HS (1)	\$4,200.00	\$4,200.00
	Head Coach-MS (1)	\$2,500.00	\$2,500.00
<b>Football</b>	Head Coach-HS (1)	Filled by AD, no stipend	\$15,000.00
	Offensive Coordinator (1)	\$7,000.00	\$7,000.00
	Defensive Coordinator (1)	\$7,000.00	\$7,000.00
	Assistant (2)	\$5,500.00	\$5,500.00
	JV (2)	\$5,500.00	\$5,500.00
	9 <sup>th</sup> Grade (2)	\$5,500.00	\$5,500.00
	Middle School-8 <sup>th</sup> (2)	\$3,000.00	\$3,000.00
	Middle School-7 <sup>th</sup> (2)	\$3,000.00	\$3,000.00
<b>Soccer (Boys)</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	Varsity Assistant (1)	\$4,200.00	\$4,200.00
	JV (1)	\$3,500.00	\$3,500.00
	Middle School-8 <sup>th</sup> (1)	\$1,800.00	\$1,800.00
	Middle School-7 <sup>th</sup> (1) <sup>40</sup>	\$1,800.00	\$1,800.00





## Fabens Independent School District

### 2022-2023 Athletic Stipends & Extra Duty Pay

Sport	Coaching/# of Coaches	2021-2022	2022-2023
<b>Soccer (Girls)</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	Varsity Assistant (1)	\$4,200.00	\$4,200.00
	JV (1)	\$3,500.00	\$3,500.00
	Middle School-8 <sup>th</sup> (1)	\$1,800.00	\$1,800.00
	Middle School-7 <sup>th</sup> (1)	\$1,800.00	\$1,800.00
<b>Softball</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	Varsity Assistant (1)	\$4,200.00	\$4,200.00
	JV (1)	\$3,200.00	\$3,200.00
	Middle School-8 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-7 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
<b>Tennis</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	Assistant Coach (1)	\$3,800.00	\$3,800.00
	Middle School-Boys & Girls (1)	\$2,500.00	\$2,500.00
<b>Track &amp; Field</b>	Head Coach (1)	Filled by AD, no stipend	<b>\$6,000.00</b>
	Assistant Coach (3)	\$4,000.00	\$4,000.00
	Middle School-Boys (2)	\$2,500.00	\$2,500.00
	Middle School-Girls (2)	\$2,500.00	\$2,500.00
<b>Volleyball</b>	Head Coach (1)	\$6,700.00	\$6,700.00
	JV (1)	\$4,200.00	\$4,200.00
	9 <sup>th</sup> Grade (1)	\$3,200.00	\$3,200.00
	Middle School-8 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-7 <sup>th</sup> (1)	\$2,500.00	\$2,500.00
	Middle School-B Team (1)	\$1,500.00	\$1,500.00
<b>Wrestling</b>	Head Coach (1)	\$4,500.00	\$4,500.00
	JV (1)	\$2,700.00	\$2,700.00
	Middle School-Boys & Girls (1)	\$1,000.00	\$1,000.00
<b>Cheerleading Sponsor</b>	High School (1)	\$4,500.00	\$4,500.00
	Middle School (1)	\$2,200.00	\$2,200.00

Note: Full Athletic Stipend amounts will be paid only for full teams. Prorated Athletic Stipends will be paid for non-full (incomplete) teams.





## Fabens Independent School District

### 2022-2023 Athletic Stipends & Extra Duty Pay

Stipend	Description	2021-2022	2022-2023
<b>Ballet Folklorico</b>	<b>Year-long Performance Club</b>	<b>\$1,000.00</b>	<b>\$1,000.00</b>
<b>Band Director</b>	High School	\$3,100.00	\$3,100.00
	Middle School	\$3,100.00	\$3,100.00
<b>Bilingual</b>	Must be teaching in a bilingual assignment. <i>Can be half or full stipend.</i>	\$2,500.00	\$2,500.00
<b>Campus Clubs</b>	Allotment based on enrollment/grade span – After hours clubs	\$500.00	\$500.00
<b>Campus Webmaster</b>	Will include scheduled time and after hours worked	\$500.00	\$500.00
<b>CTE Coordinator-District</b>	No stipend if role filled by an administrator	\$2,000.00	\$2,000.00
<b>Department Head</b>	High School-Maximum 8	\$750.00	\$750.00
<b>Destination Imagination</b>	K-8 (2 per campus)	\$500.00	\$500.00
<b>Dual Credit</b>	Per assigned course (fall & spring)	\$400.00	\$400.00
<b>ESL</b>	ESL Newcomer Teacher or ESL Certified English Teacher with ESL students. <i>Can be half or full stipend.</i>	\$2,000.00	\$2,000.00
<b>Secondary Dual Language</b>	<b>Per Assigned Section, Per Year</b>	<b>N/A</b>	<b>\$400.00</b>
<b>Flag Corps</b>	High School	\$1,500.00	\$1,500.00
<b>Mentor Teacher</b>	Must be the Teacher of Record (Classroom Teacher)	\$500.00	\$500.00
<b>Instructional Facilitator</b>		\$2,000.00	\$2,000.00
<b>Literacy Coach</b>	High School/Middle School	\$2,000.00	\$2,000.00
<b>Math/Science/Computer Science Secondary Certified/Teacher</b>	Assignment and Certification required.	\$3,000.00	\$3,000.00
<b>Science Fair Coordinator</b>	1 per campus	\$500.00	\$500.00
<b>Special Education (SPED)</b>	Assignment and Certification required.	\$2,000.00	\$2,000.00
<b>Special Education-Self Contained</b>	Living Skills and Behavior Development Units	\$2,500.00	\$2,500.00
<b>Special Education-Adaptive PE</b>		\$1,500.00	\$1,500.00
<b>Special Education-Diagnostician</b>		\$3,000.00	\$3,000.00
<b>Speech Pathologist</b>	Full Time	\$5,000.00	\$5,000.00
	Part Time	\$2,500.00	\$2,500.00
<b>Special Education Olympics Coach</b>	42	\$750.00	\$750.00
<b>STEM Coordinator-District</b>	High School	\$2,000.00	\$2,000.00



## Fabens Independent School District

### 2022-2023 Athletic Stipends & Extra Duty Pay

Stipend	Description	2021-2022	2022-2023
STEM Coordinator-Campus	Middle and Elementary	\$1,000.00	\$1,000.00
Student Council Sponsor	High School	\$1,000.00	\$1,000.00
	Middle School	\$750.00	\$750.00
Employee of the Year	1 District Employee	\$500.00	\$500.00
Teacher of the Year-District	Secondary	\$1,000.00	\$1,000.00
	Elementary	\$1,000.00	\$1,000.00
Teacher of the Year-Campus		\$500.00	\$500.00
Teacher of the Year-State		\$2,500.00	\$2,500.00
UIL Academic Events	Maximum of 2 full stipends per coach with additional \$100 per event over 2 with a maximum of 4 events.	\$500.00	\$500.00
UIL One Act Play	Secondary (MS & HS)	\$1,000.00	\$1,000.00
UIL Coordinator	High School	\$1,000.00	\$1,000.00
	Middle and Elementary	\$500.00	\$500.00
Yearbook Sponsor	High School	\$1,200.00	\$1,200.00
Doctorate Degree	Requirement: Degree must be in field of education or content area.	\$1,500.00	\$1,500.00
Master's Degree	Requirement: Degree must be in field of education or content area.	\$1,200.00	\$1,200.00
Home Bound Teacher/SPED		Teacher: \$30.00 p/hr	Teacher: \$30.00 p/hr
		SPED: \$35.00 p/hr	SPED: \$35.00 p/hr
In-Home Training (Autism)		\$50.00 p/hr	\$50.00 p/hr
Professional Development	(Outside of contract)	Half Day: \$60.00	Half Day: \$60.00
	(Outside of contract)	Full Day: \$100.00	Full Day: \$100.00
Substitute Teacher	Certified	\$140.00 p/day	\$140.00 p/day
	Degreed	\$120.00 p/day	\$120.00 p/day
	Associates Degree	\$100.00 p/day	\$100.00 p/day
	Non-Degreed	\$85.00 p/day	\$85.00 p/day
	After 15 days as sub for same assignment/teacher	\$10.00 additional p/day	\$10.00 additional p/day
Summer School & Intercession	Teacher	Daily Rate	Daily Rate
	Aide	\$20.00 p/hr	\$20.00 p/hr
Tutor	Teacher	\$40.00 p/hr	\$40.00 p/hr
	College Student	\$20.00 p/hr	\$20.00 p/hr





## Fabens Independent School District

### 2022-2023 Athletic Stipends & Extra Duty Pay

Extra Duty Pay	Description	2021-2022	2022-2023
Ticket Sellers	Athletics	\$8.00 p/hr	\$8.00 p/hr
Ticket Takers		\$8.00 p/hr	\$8.00 p/hr
Timekeepers		\$8.00 p/hr	\$8.00 p/hr
Score Keepers		\$8.00 p/hr	\$8.00 p/hr
Announcers		\$8.00 p/hr	\$8.00 p/hr
Video Recording		\$8.00 p/hr	\$8.00 p/hr

Note: Full UIL stipends amounts will be paid for full participating numbers. Prorated UIL stipend amount will be paid for partial participation numbers. Stipends will not be paid for non-participation of events.

# FABENS ISD

## DISTRICT EMPLOYEES AND OFFICERS Board Agenda Item

<b>TITLE</b>	<b>Reinstatement of: Fabens Elementary School 1. Counselor 2. Reading Intervention Aide 3. Librarian Media Specialist (Job title change)</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Ms. Debbie Betancourt	<b>Approximate Time</b>	20 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of the reinstatement of Fabens Elementary School - Counselor, Reading Intervention Aide and Librarian Media Specialist as presented	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Ms. Debbie Betancourt	<b>Who Has Been Involved:</b>	D. Betancourt
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	





## FABENS INDEPENDENT SCHOOL DISTRICT

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To: FISD Board

From: Debbie Betancourt, HR Director

Date: June 8, 2022

Subject: Positions and Job Descriptions

Please see below for a breakdown of each position being presented:

### **Reinstatements**

**Position:** Counselor

**Salary Structure:** Professional/Administration Pay Grade 3 (207 Days)

**Pay Range:**

Min: \$285.53

Mid: \$348.21

Max: \$410.89

**Rationale/Job Description:** Additional support is needed to comply with the 80% 20% rule for student to employee ratio. A new job description was created with TASB guidelines .

**Position:** Reading Intervention Aide

**Salary Structure:** Clerical/Paraprofessional Pay 1 (187 Days)

**Pay Range:**

Min: \$11.31

Mid: \$14.14

Max: \$16.97

**Funding Source:**

**Rationale/Job Description:** Reading Intervention Aide will be able to provide additional support to students to increase their reading and writing instructional level. Will be utilizing current Aide job descriptions.

**Position:** Librarian Media Specialist

**Salary Structure:** Teacher (207 Days)

**Pay Range:** (pending 2022-2023 teacher rates)

**Rationale/Job Description:** A campus librarian will provide assistance and guidance to both students and staff with the library and technology needs. Will be utilizing current Librarian Media Specialist job description.

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H U M A N   R E S O U R C E S   D E P A R T M E N T

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## FABENS INDEPENDENT SCHOOL DISTRICT

**Job Title:** School Counselor

**Exemption Status:** Exempt

**Reports to:** Principal

**Pay Grade:** Professional/Administration 3

**Dept./School:** Assigned Campus

**Date Approved/Revised:** *PENDING*

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### Primary Purpose:

Plan, implement, and evaluate a comprehensive school counseling program at assigned campus. Counsel students to fully develop each student's academic, career, personal, and social abilities and address the needs of special population students. Deliver guidance curriculum in various group sizes. Educate students of skills necessary to address troublesome circumstances, support students in challenging situations, and assist students with needed resources to navigate crisis situations.

### Qualifications:

#### Education/Certification:

Master's degree in counseling from an accredited college or university  
Valid Texas school counselor certificate

#### Special Knowledge/Skills:

Knowledge of counseling procedures, student appraisal, and career development  
Excellent organizational, communication, and interpersonal skills  
Ability to instruct students and manage their behavior  
Ability to present information in one-on-one, small group, and large group situations to students, parents or guardians, and district staff

### Major Responsibilities and Duties:

#### Guidance Curriculum

1. Plan, organize, implement, and deliver structured group lessons according to the district's guidance curriculum to improve students' interpersonal and intrapersonal effectiveness, personal health and safety, post-secondary planning and readiness, and other developmental needs.
2. Teach the school guidance curriculum components by applying effective instructional strategies and planned structured groups considering diverse student populations and needs for differentiated instruction.
3. Work with students, staff, parents or guardians, and the community to identify priorities where students will be served through the guidance curriculum component. Collaborate across curricular areas to integrate guidance lessons into content area curriculum.
4. Create a balanced curriculum by using well-planned and intentional activities and materials, incorporating guest speakers, and offering engaging delivery techniques, including technology tools.

#### Responsive Services

5. Use accepted theories and effective techniques of developmental guidance to respond to problematic or critical incidents to support students and offer services in time of need.
6. Use preventive activities to remove barriers that interfere with a student's educational, career, personal, and social development.
7. Implement remediation practices to assist students in coping with problem situations or unwise choices. Identify precipitating and antecedent factors, effective and ineffective approaches to dealing with the circumstances, and provide feedback to guide future decisions.
8. Use specialized skills to support students in crisis situations requiring immediate response. Maintain a healthy and safe school environment by collaborating with district staff, parents or guardians, and local officials.

9. Provide continued support to students in need through individual counseling, small group counseling, consultation, or referral to services outside the school or district.
10. Serve as an impartial, non-reporting resource for interpersonal conflicts and discourse involving two or more students, including accusations of bullying.
11. Utilize the Positive Behavior Intervention System (PBIS) Rewards to acknowledge and promote good behavior.
12. Serve as a member of the campus Response to Intervention (RTI) Committee or Student Support Committee.

#### **Individual Planning**

13. Create school counseling services that are developmental and age appropriate and provide information or literature that highlights related topics to students, teachers, and administrators.
14. Assist individual students and their parents or guardians in monitoring their academic, career, personal, and social development as they progress in school.
15. Act as a student advocate, leader, collaborator, and systems change agent. Advocate for a school environment that acknowledges and respects diversity and ensures equitable access and placement in courses and programs for minority, disenfranchised, homeless, and other special populations.
16. Interpret standardized test results, offer grade level appropriate career development activities, provide strategies for grade level transitions, and guide students in individual goal setting and planning.

#### **System Support**

17. Collect, summarize, and interpret testing data to plan, create interventions, guide students, and address specific student needs.
18. Conduct an annual program audit to inform accountability, action plans, time management, and systemic change.
19. Participate in campus-based school improvement planning and goal setting.
20. Provide parent or guardian and staff training and consultation to foster student educational, career, personal, and social development.
21. Clearly articulate and communicate the counseling program's management system and related program action plans to campus and district staff, parents or guardians, and the community.
22. Participate in staff development and continuing education opportunities to improve job-related skills and research to identify best practices in implementing a comprehensive school counseling program.
23. Assist with parent volunteers and Partners in Education process.

#### **Other Related Duties**

24. 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.
25. Adhere to legal, ethical, and professional standards for school counselors including current professional standards of competence and practice.
26. Follow district safety protocols and emergency procedures.
27. Follow all other duties as assigned by the campus principal.

#### **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  $\frac{15}{48}$  pounds); occasional physical restraint of students to control behavior

**Environment:** Work inside, may work outside



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

**TERMS OF EMPLOYMENT:** 207 days Elementary

217 days Secondary

**EVALUATION**

Performance of this job will be evaluated in accordance with the provisions of board policy. The above statements are intended to describe the general purpose and responsibilities assigned to this job and are not intended to represent an exhaustive list of all responsibilities, duties, and skills required.

*In the event school operations are disrupted or modified, your job location, duties and responsibilities along with related tools and equipment may also be modified as necessary at the discretion of the district. Any such modifications are a condition to continued employment with the district.*

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

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

# FABENS ISD

## DISTRICT EMPLOYEES AND OFFICERS Board Agenda Item

<b>TITLE</b>	<b>Discussion and Approval of New Full-time Employee Requests:</b> 1. Mariachi Teacher 2. English Language Arts Coordinator 3. Department Clerks a. Human Resources b. Finance / Athletics 4. Career Technology Education Facilitator 5. Two (2) Special Education Aides	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Ms. Debbie Betancourt	<b>Approximate Time</b>	15 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of the new full-time employee requests as presented	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>		<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

**New Positions**

**Position:** Mariachi Teacher

**Salary Structure:** Teacher

**Pay Range:** *(pending 2022-2023 teacher rates)*

**Rationale/Job Description:** Current teacher job descriptions meets position requirements.

**Position:** English Language Arts Secondary Coordinator

**Salary Structure:** Teacher

**Pay Range:** Teacher *(pending 2022-2023 teacher rates)*

**Rationale/Job Description:** The Coordinator will be able to provide additional support and guidance to Secondary Teachers. Local up-to-date trainings, by the Coordinator, for current teachers will allow the teachers a quick resource when planning for the new school year. Target areas will be found and solutions implemented for best STAAR results. A new job description has been created to best outline the job duties and responsibilities.

**Position:** Human Resources Clerk

**Salary Structure:** Clerical/Paraprofessional 3 (226 Days)

**Pay Range:**

Min: \$13.34

Mid: \$16.67

Max: \$20.00

**Rationale/Job Description:** A Human Resources Clerk will provide additional support to the department. This position will provide the opportunity for other department employees to create procedures and implement compliance audits. The Human Resources Clerk will be able to assist with clerical work which will provide more time for other department employees to provide a personal touch experience. A new job description has been created to best outline the job duties and responsibilities.

**Position:** Athletics and Finance Clerk

**Salary Structure:** Clerical/Paraprofessional 3 (226 Days)

**Pay Range:**

Min: \$13.34

Mid: \$16.67

Max: \$20.00

**Rationale/Job Description:** An Athletics and Finance Clerk will be able to provide a smooth process between both departments as they are continuously working together throughout the year. The Clerk will be able to assist the Director with performing clerical duties which will allow the Director to establish a student, employee, and sport rapport. In the Finance Department, the clerk will be able to assist with updating and assisting with all financial records. This will allow the Chief Business Officer more time to implement guidelines. A new job description has been created to best outline the job duties and responsibilities.

**Position:** Career Technical Education (CTE) Facilitator

**Salary Structure:**

**Pay Range:** Teacher *(pending days)*

**Rationale/Job Description:** The CTE Facilitator will provide leadership and guidance for all other CTE Teachers in assuring that all CTE requirements are being met. A new job description has been created to best outline the job duties and responsibilities of the position.

*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. You may contact Human Resources at (915) 765-2600 to obtain more information on the district's non-discrimination policy.*



**Position: (2) Paraprofessional Educational Aides**

**Salary Structure:**

**Pay Range:**

Min: \$12.12

Mid: \$15.15

Max: \$18.18

**Rationale/Job Description:** 2 new positions must be created to meet students needs. Current Special Education Aide job description meets position requirements.



## FABENS INDEPENDENT SCHOOL DISTRICT

**Job Title:** English Language Arts Coordinator

**Exemption Status/Test:** Exempt/Administrator  
in an Educational Establishment

**Reports to:** Director of Secondary Instruction

**Date Revised:**

**Dept./School:** Curriculum and Instruction

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### Primary Purpose:

Provide curriculum leadership and support classroom teaching to ensure an aligned and articulated instructional program in English Language Arts and related content areas.

### Qualifications:

#### Education/Certification:

Master's degree from accredited university with a major in assigned subject (preferred)  
Valid Texas teaching certificate with required endorsements for subject assigned

#### Special Knowledge/Skills:

Knowledge of curriculum design and implementation  
Ability to interpret data and evaluate instruction programs and teaching effectiveness  
Ability to develop and deliver training to adult learners  
Strong organizational, communication, and interpersonal skills

#### Experience:

5 years teaching experience in subject area assigned

### Major Responsibilities and Duties:

#### Instructional and Program Management

1. Work cooperatively with directors and campus principals in developing and supervising the instructional programs in assigned subject areas.
2. Coordinate the review, development, and revision of all subject area programs and related curriculum documents and materials, including curriculum guides, course outlines, and teaching plans.
3. Oversee testing programs for the assigned subject area and make recommendations for improvement where appropriate.
4. Coordinate the ordering and use of departmental instructional aids and materials for assigned subject areas.
5. Evaluate the curriculum and instruction program effectiveness for the assigned subject area based on evaluative findings (including student achievement data) and recommend changes as needed.



6. Maintain a resource library of publications, supplementary materials, and supplies relevant to the assigned subject area.
7. Participate in development, preparation, and administration of the budget for supplies, equipment, and facilities in areas of assignment.

#### **Staff Development**

8. Plan and provide staff development for teachers, administrators, and staff in designated subject areas.
9. Disseminate information regarding current research and significant developments on the state and national levels in area assigned.
10. Observe classroom instruction and provide feedback and assistance to classroom teachers to facilitate improvement and innovation. Demonstrate teaching strategies with students in classroom.

#### **Other**

11. Convey information to parent and community members about school programs.
12. Compile, maintain, and file all reports, records, and other documents required.
13. Follow district safety protocols and emergency procedures.

#### **Supervisory Responsibilities:**

None.

#### **Mental Demands/Physical Demands/Environmental Factors:**

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

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

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

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

**Environment:** Frequent districtwide travel; occasional statewide travel

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

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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

**Job Title:** Human Resources Clerk

**Exemption Status:** Non-Exempt

**Reports to:** Human Resources Director

**Employment Term:** 226 days

**Dept./School:** Human Resources

**Date Approved/Revised:** Pending

### Primary Purpose:

Receives, processes, and maintains files and records for applicants and employees of the district. Monitors access to human resource (HR) records and maintains proper security and confidentiality.

### Qualifications:

#### Education/Certification:

High school diploma or GED

#### Special Knowledge/Skills:

Proficiency in keyboarding and file maintenance  
Ability to use software to develop spreadsheets, databases, and do word processing  
Ability to perform basic math  
Ability to read, speak and understand English  
Excellent organizational skills  
Effective communication and interpersonal skills

#### Experience:

Two (2) years of clerical and file maintenance experience

### Major Responsibilities and Duties:

1. Maintain files for all employees and applicants, including receiving and routing of changes (e.g., name, address changes).
2. Receive and process applications, including verifying completeness of files and notifying those not selected for employment.
3. Process requests for official district records, including maintaining log of records requests, retrieving documents, copying, and mailing records.
4. Enter and update employee information in central database.
5. Respond to requests for verification of employment.
6. Prepare and maintain employee service records.
7. Administer the records storage and destruction process of personnel records following established records retention schedule and requirements of the Texas State Library and Archives Commission. Assist with the purging of records and coordinate imaging of inactive HR records.
8. Prepare and distribute or post job vacancy announcements and advertisements.
9. Assist with the preparation of staff directories.
10. Prepare correspondence, forms, and reports according to district standards and requirements.
11. Assist with the preparation and distribution of employment contracts.
12. Maintain confidentiality.
13. Follow district safety protocols and emergency procedures.

### Supervisory Responsibilities

NONE

### Mental Demands/Physical Demands/Environmental Factors:

55

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

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. You may contact Human Resources at (915) 765-2600 to obtain more information on the district's non-discrimination policy.

**Posture:** Frequent walking, standing, bending/stooping, and reaching. Occasional pushing/pulling, and twisting  
**Motion:** Repetitive hand motions including frequent keyboarding and use of mouse; occasional reaching  
**Lifting:** Occasional light lifting and carrying (less than 15 pounds)  
**Environment:** May work prolonged or irregular hours  
**Mental Demands:** Work with frequent interruptions; maintain emotional control under stress

**TERMS OF EMPLOYMENT:** 226 Days

#### **EVALUATION**

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

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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

**Job Title:** Department Clerk

**Exemption Status:** Non-Exempt

**Reports to:** Athletics Director & Chief Business Officer

**Employment Term:** 226 days

**Dept./School:** Athletics & Finance

**Date Approved/Revised:** Pending

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### Primary Purpose:

To contribute to the efficient operation of an administrative office.

### Qualifications:

#### Education/Certification:

High school diploma or GED

#### Special Knowledge/Skills:

Proficiency in keyboarding and file maintenance

Ability to use software to develop spreadsheets, databases, and do word processing

Ability to perform basic math

Ability to read, speak and understand English

Excellent organizational skills

Effective communication and interpersonal skills

#### Experience:

Two (2) years of clerical and file maintenance experience

### Major Responsibilities and Duties:

1. Types a variety of material such as but not limited to letters, envelopes, student records,
2. reports, memos, monthly statements/reports from rough drafts or corrected copy.
3. Files correspondence, invoices, cards, or other records in prescribed manner, depending
4. upon the practice of the department to which assigned.
5. Prepares file folders for new files.
6. Locates and removes requested information; keeps records of materials removed; stamps
- materials removed; and traces missing records.
7. Answers phone and forwards messages.
8. May be required to record expenditures from budget items and prepare "running balances".
9. Greets, directs and assists visitors to the campus or department.
10. Order, receive, store supplies and equipment.
11. Sort, distribute, deliver mail and other documents.
12. Assist with personnel time records.
13. Performs any other duties as assigned by supervisor.

### Supervisory Responsibilities

NONE

### Mental Demands/Physical Demands/Environmental Factors:

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

**Posture:** Frequent walking, standing, bending/stooping, and reaching. Occasional pushing/pulling, and twisting

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

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

**Environment:** May work prolonged or irregular hours

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

**TERMS OF EMPLOYMENT:** 226 Days

**EVALUATION**

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

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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

**Job Title:** Facilitator, Career and Technical Education (CTE).

**Exemption Status:** Exempt

**Reports to:** Director of Secondary Instruction

**Employment Team:** 217 days

**Dept./School:** Curriculum and Instruction

**Pay Grade:** Teacher Salary Scale  
+CTE Stipend

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### Primary Purpose:

Provide leadership and supervision for planning, implementing, operating, and evaluating the Career and Technical Programs of the District.

### Qualifications:

#### Education/Certification:

Master's Degree (preferred)

Valid Texas Teaching Certificate with CTE Certification

#### Special Knowledge/Skills:

Knowledge of instructional administration, curriculum writing and implementation

Excellent organizational, communication, presentation, and interpersonal skills

Knowledge in design, development and implementation of CTE programs

Knowledge of local, state, and federal compliance as it relates to CTE.

Experience in budget management

Knowledge in software applications and online curriculum management systems

#### Experience:

3 years' teaching experience in Career in Technical Education

### Major Responsibilities and Duties:

#### Instructional and Program Management

1. Stay current on CTE research, trends, materials, methodologies, and provide professional development on CTE best practices and curriculum differentiation strategies for CTE teachers.
2. Plan, organize and assist campuses in the implementation and delivery of CTE programs ensuring alignment with the district's academic programs.
3. Assist campus with increasing student achievement scores and the number of industry-based certifications earned through the state accountability system.
4. Assist with implementation of CTE Programs of Study by TEA and the District's career exploration system at the middle and high school.
5. Assist administration and counselors with planning and review of instructional schedules for CTE teachers and students.
6. Support the adopted curriculum with CTE coherent course sequences, CTE dual credit, articulated credit, innovative courses, and appropriate internships and/or job shadowing opportunities.
7. Establish and lead a CTE Advisory Committee.
8. Evaluate the CTE program, processes, and budget by leading the Comprehensive Needs Assessment (CNA) to establish District Goals.
9. Work with Federal Programs Director with the Perkins Grant application and its assurances and requirements.
10. Coordinate CTE and student personnel travel.
11. Other Duties as Assigned.

#### Policy, Report, Law and Program Monitoring 59

12. Adhere to local, state, federal rules, regulations and policies.



13. Implement state and local board policies as they apply to, Perkins Federal Guidelines and compliance in Campus and District Improvement Plans, program access, and special populations
14. Collect and review student-training plans, Memorandum of Understanding (MOU's) and affiliation agreements.
15. Oversee the Methods of Administration (MOA) compliance process.
16. Evaluate ADA, student mobility and safety in CTE learning spaces.
17. Collaborate with District PEIMS coordinator to ensure accuracy of coding before PEIMS submission.

#### **Budget and Inventory**

18. Develop and submit budget requests to support CTE instructional programs.
19. Track student certifications/licensure and the reimbursement process.
20. Monitor the use, care, and replacement of capital equipment and/or facilities as appropriate to include tracking CTE inventory.

#### **Communications and Community Relations**

21. Maintain high visibility in educational community and participate in District and community activities.
22. Maintain high visibility in educational community and participate in District and community activities.
23. Interact and provide information to the community regarding CTE programs.
24. Promote and communicate high expectations of CTE teachers and student performance.
25. Assist and promote safety procedures in the District CTE programs.

#### **Supervisory Responsibilities:**

None

#### **Mental Demands/Physical Demands/Environmental Factors:**

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

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

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

**Environment:** Work 40 hours per week, dedicating 80-100% of capacity to role. May work remotely or in-person to visit school leaders and campus location, occasional travel.

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

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

Reviewed by: \_\_\_\_\_

Date: \_\_\_\_\_

Received by: \_\_\_\_\_

Date: \_\_\_\_\_

FABENS ISD

**BOARD OF TRUSTEES BUSINESS**  
**Board Agenda Item**

<b>TITLE</b>	<b>Discussion and Approval of Gamut Clinic Lease</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Dr. Ulysses Urquidi	<b>Approximate Time</b>	15 minutes
<b>Division Approval:</b>	N/A	<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	Dr. Urquidi will present Board Recommendation	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Dr. Urquidi	<b>Who Has Been Involved:</b>	Dr. Urquidi
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

## **LEASE AGREEMENT**

**THIS LEASE AGREEMENT ("this Lease") is made as of the date written below between Landlord and Tenant.**

**WHEREAS, Landlord is an independent school district organized under Texas law;**

**WHEREAS, Landlord owns the Premises, as defined below;**

**WHEREAS, the Premises were formerly occupied by a medical facility under an inter-local contract, which has now been terminated;**

**WHEREAS, the Premises are currently unoccupied and are not now, or reasonably anticipated in the near future to be, needed for school purposes;**

**WHEREAS, immediate health care access for students, employees and community is needed within the jurisdictional boundaries of the Landlord;**

**WHEREAS, the presence of such health care access may lead to a decrease in school absenteeism by students and employees of Landlord, and thus prevent loss of state funding and inefficient use of resources;**

**WHEREAS, emergency care is not already provided in within the jurisdictional boundaries of the Landlord, and such care is needed for injuries or conditions ranging from heart attacks, school accidents, and athletic emergencies and injuries;**

**WHEREAS, an on-site medical clinic can provide medical support for Landlord's nursing staff;**

**WHEREAS, an on-site medical clinic can provide educational support to Landlord's health programs, classes, and students in the form of lectures, health program support, and other means;**

**WHEREAS, a medical clinic on-site or otherwise within Landlord's jurisdictional boundaries can provide sports medicine/athletic support for Landlord, including team coverage for sports events, sports physicals, and athletic trainer medical support;**

**WHEREAS, such a medical clinic can provide immediate support and advice to Landlord infectious diseases, including without limitation West Nile Disease and H1N1 flu outbreaks that require close medical advice and support; and**

**WHEREAS, it is in the best interests of the Landlord and its employees and students to have a medical clinic located at the Premises;**



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

**I. General Provisions**

- 1.1. **Landlord.** The term "Landlord", as used herein, means: Fabens Independent School District, an independent school district organized under Texas law. The term "Landlord's address", as used herein, means: P.O. Box 697, Fabens, Texas 79838.
- 1.2. **Tenant.** The term "Tenant", as used herein, means: GAMAT Medical Group, P.A. The term "Tenant's address", as used herein, means: 8524 Mountain Ash Drive, El Paso, Texas 79904-2442. The term "Tenant's Trade Name", as used herein, means: "GAMUT CLINIC".
- 1.3. **Premises.** The term "Premises", as used herein, means approximately 3,600 square feet of net usable space, more fully shown on the site plan and floor plan attached as Exhibit "A" and incorporated herein, located at 600 N.E. 4<sup>th</sup> Street, Fabens, Texas 79838, being more particularly described on Exhibit "B", attached hereto and incorporated herein (the "Building").
- 1.4. **Term.** The word "term", as used herein in the context of the time during which this Lease shall run, means the six (6) year period commencing on July 1, 2017 (the "Commencement Date") and terminating on June 30, 2023 (the "Expiration Date"). The term "lease year", as used herein, means each consecutive twelve (12) calendar month periods throughout the term of this Lease.
- 1.5. **Rent.** As "rent", Tenant shall: (a) pay the sum of \$1.00 per year, in advance, due on or before the Commencement Date for the first year and on or before the anniversary date thereof in succeeding lease years; and (b) provide triage nursing support and medical/health services at the Premises to the general public, including students and employees of the Cotton Valley Early College High School of Landlord, which services shall be provided by Tenant in a good and workmanlike manner, consistent with industry standards within El Paso County, Texas and in compliance with all applicable laws. All rent or other amounts payable by Tenant to or on behalf of Landlord under this Lease, whether or not expressly denominated as rent, shall constitute rent for the purposes of the Texas Property Code, as amended, and Section 502(b)(6) of the Bankruptcy Code, 11 U.S.C. § 502(b)(6), as amended.
- 1.6. **Permitted Use.** Tenant shall use and occupy the Premises solely for the following purposes, and no others: operation of a physician office practice and related medical clinic services.

## II. Conveyance

2.1. Granting. Landlord hereby leases to Tenant, and Tenant hereby takes from Landlord, the Premises for the term of this Lease, upon the terms and conditions set forth in this Lease. At the end of the term or upon termination of this Lease, Tenant shall surrender and deliver the Premises to Landlord in good condition, except for reasonable and ordinary wear and tear.

2.2. Quiet Enjoyment. Landlord agrees that if Tenant shall perform all of the covenants and agreements herein required to be performed by Tenant, Tenant shall, subject to the terms of this Lease, at all times during the term of this Lease have the peaceable and quiet enjoyment and possession of the Premises.

2.3. Acceptance. Tenant has fully inspected the Premises. Tenant acknowledges and accepts the condition and suitability of the Premises, and accepts the Premises "AS IS AND WITH ALL FAULTS". LANDLORD DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AS TO THE PREMISES OR AS TO ANY OF ITS OBLIGATIONS HEREUNDER, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF FITNESS, THE IMPLIED WARRANTY OF SUITABILITY, THE IMPLIED WARRANTY OF GOOD AND WORKMANLIKE CONDITION, THE IMPLIED WARRANTY OF HABITABILITY, AND THE IMPLIED WARRANTY OF MERCHANTABILITY.

## III. Rent and Charges

3.1. Rent Obligations. Rent shall accrue hereunder from the Commencement Date. Rent shall be due without demand and without set-off or deduction for any reason whatsoever, except as herein provided. Rent shall be due by Tenant to Landlord in any event, among other things, in any period prior to the rejection of the Lease under Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, as amended. The Tenant's obligation for rent during the term of this Lease is an independent covenant. No act, omission, or circumstance of any kind, even if it constitutes a breach of covenant by the Landlord, shall release the Tenant of the obligation to pay rent as required by this Lease, except as otherwise specifically provided herein.

3.2. Late Charges. Unless otherwise provided in this Lease, if Tenant should fail to pay Landlord within thirty (30) days after notice from Landlord that such amount is due any amount due under this Lease, the rent or other amount due from Tenant under this Lease shall bear interest, at Landlord's option, from the date such amount was due at the rate of eighteen percent (18%) per year. Any payments due hereunder returned to Landlord marked "insufficient funds" or similarly will entitle Landlord, at its option, to collect an additional fifty dollars (\$50.00) from Tenant for each payment, and the failure to pay the same shall likewise give Landlord the right and option to cancel and terminate this Lease by written notice to Tenant or to pursue any and all other remedies available hereunder to Landlord.

#### IV. Use and Occupancy

4.1. Use. Tenant shall occupy the Premises upon the Commencement Date, and continuously occupy the same during the term of this Lease.

4.2. Conduct of Business. The Tenant's business shall be conducted in Tenant's own name or under the Tenant's Trade Name.

4.3. Restrictions. Tenant covenants and agrees that it will not do any of the following in connection with its business or by any of its employees: (a) fail to store garbage, debris, trash, rubbish, and other refuse in rat-proof and insect-proof containers inside the Premises; (b) permit or maintain any sound system that is audible, or objectionable advertising medium that is visible, outside the Premises; (c) fail to keep all equipment in good working and operable order and condition and free of vibration and noise; (d) commit nor permit waste or nuisance upon the Premises; (e) permit or cause odors to emanate or be dispelled from the Premises; (f) fail to comply with all laws, recommendations, ordinances, rules, regulations, and orders of governmental, public, private, and other authorities, courts, and agencies, with respect to the use or occupancy of the Premises, including without limitation those with authority over insurance rates; (g) permit any noxious, toxic, or corrosive fuel or gas, dust, dirt or fly ash on the Premises, (h) fail to comply with any applicable environmental protection, hazardous substance, or other environmental laws, rules, regulations, or orders of any kind, including without limitation any Hazardous Materials Laws and which relates to the use or occupancy of the Premises; (i) fail to comply with any applicable licensing or permitting laws, rules, regulations, or orders of any kind; (j) fail to comply with any other applicable laws, rules, regulations, or orders of any kind; and/or (k) fail to promptly notify Landlord of the presence of any Hazardous Materials on the Premises or of the violation or threatened violation of any Hazardous Material Laws.

4.4. Risk of Loss. All property kept, stored or maintained within the Premises by Tenant shall be so kept, stored, or maintained at Tenant's sole risk.

4.5. Environmental Matters. Tenant represents, warrants, and covenants the following to Landlord, to Tenant's actual or constructive knowledge: (a) no asbestos, substance containing asbestos and deemed hazardous under any Hazardous Material Laws, substance containing any organic compounds known as polychlorinated biphenyls, flammable explosives, radioactive materials, chemicals known to cause cancer or reproductive toxicity, pollutants, effluents, air contaminants, water contaminants, other contaminants, emissions, source materials, nuclear materials, litter, hazardous waste, solid waste, liquid waste, semi-solid waste, other waste, regulated substances, toxic chemicals, hazardous materials, hazardous substances, or similar items, materials, or substances (collectively the "Hazardous Materials"), whether or not regulated under any international, national, federal, state, or local law relating to environmental conditions, protection, regulation, safety, reporting, or pollution, industrial hygiene, and/or any other environmental matters including without limitation, the Resource Convention and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, as amended by the Superfund Amendments and Re-Authorization Act, the Hazardous Materials Transportation Act, the Federal Water Pollution Control Act, the Clean Air Act, the Clean Water Act, the Toxic Substances Control Act, the Safe Drinking Water Act, the Texas Water Code, the Texas Health



& Safety Code, the Texas Revised Civil Statutes, the Texas Natural Resources Code, the Texas Parks & Wildlife Code, and all similar international, national, federal, state and local environmental statutes, ordinances, and laws, as they may be amended, and the regulations, rules, orders, decrees now or hereafter promulgated thereunder (collectively, the "Hazardous Material Laws"), has been or will be used, generated, spilled, leaked, dumped, discharged, transported, manufactured, treated, handled, refined, produced, processed, stored, disposed of, or otherwise present in, on or under the Premises in a manner that was, is, or will be in violation of any Hazardous Material Laws; (b) no activity has been or will be undertaken on or about the Premises, which caused or causes (i) the Premises or any part thereof to be a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise which brings the Premises within the ambit of any Hazardous Material Laws, (ii) a release or threatened release of Hazardous Materials from the Premises within the meaning of, or otherwise which brings the Premises within the ambit of any Hazardous Material Laws, or (iii) the discharge of Hazardous Materials into watercourse, body of surface or subsurface water or wetland, or the discharge into the atmosphere of any Hazardous Material which would require a permit under any Hazardous Material Laws; (c) no activity has been or will be undertaken with respect to the Premises, which would cause a violation or support a claim under any Hazardous Material Laws; and (d) no underground storage tanks or underground deposits have been or will be installed by Tenant on or about the Premises.

4.6. Background Checks. Tenant 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, Board Policy CH (Legal), and other policies and administrative requirements relating to or arising from such statute and rule(s); shall ensure that no covered employee of Tenant or any subcontractor [if authorized] with a disqualifying criminal history performs services under the award at the Premises; and shall timely provide written certifications thereunder in such form and substance as requested by Landlord.

## V. Maintenance

5.1. Tenant Repairs. Except as provided in Paragraph 5.2 below, Tenant shall at all times keep all parts of the Premises, both interior and exterior, in good order, condition and repair, in a clean, sanitary and safe condition and in accordance with all applicable laws, ordinances, rules, and regulations of any governmental authority having jurisdiction thereof. Tenant shall make such repairs, replacements, and removals as are necessary to accomplish the same, with the reasonable consent of Landlord. All materials, workers, suppliers, contractors, plans and work must be approved by Landlord prior to the undertaking. All such repairs and removals shall be in quality and class at least equal to the original work.

5.2. Landlord Repairs. Landlord shall not be responsible for repair or maintenance of any part of the Premises, except for the roof, foundation, and structural portions of the Premises.

5.3. Failure to Make Tenant Repairs. If any repairs required to be made by Tenant hereunder are not made within thirty (30) days after written notice delivered to Tenant by Landlord, Landlord may, at its option, make such repairs, without liability to Tenant for any loss

or damage which may result to its property or business by reason of such repairs. In such case, Tenant shall pay to Landlord within ten (10) days after demand as additional rent hereunder, the cost of such repairs.

5.4. Alterations. Tenant may, at its expense, make alterations on or upon the exterior of the Premises, as improved, only with the prior written consent of the Landlord, which consent shall not be unreasonably withheld or delayed. Tenant may make alterations upon the interior of the Premises at any time without the consent of Landlord. At any time, Landlord shall have the right to post and keep posted notices of its non-responsibility for work performed on or about the Premises, by or on behalf of Tenant.

5.5. Removal. At the termination of the Lease, Tenant shall do one of the following at its expense, surrender to Landlord the Premises and all other improvements, buildings, alterations, additions, signs, improvements and fixtures [other than Tenant's movable trade fixtures] to Landlord, free and clear of all liens, claims, or encumbrances.

5.6. No Liens. Tenant shall permit no liens or encumbrances to attach to the Premises or the Building for any purpose, including without limitation in connection with work or materials furnished on behalf of Tenant. If any such liens do attach, Landlord may, in its discretion, pay or otherwise satisfy the same. Until Landlord is reimbursed by Tenant for such payments or satisfaction, the cost thereof, plus interest as provided by Paragraph 3.2, shall be added to the next installment of rent to be paid by Tenant.

5.7. Utilities. Landlord shall provide, without any liability in event of disruption in service, to Tenant reasonable electricity, gas [if available], water, and sewer utilities, with Tenant to be solely responsible for, and promptly pay, all charges for telephone, cable television, Internet service, computer and long-distance network services, or other utilities or services used or consumed in the Premises. Landlord shall further provide reasonable janitorial services using its janitorial personnel at the Premises.

5.8. Interruption of Service. Landlord shall not be liable for any interruption, problem or failure of any kind in utility services to the Premises unless the same is caused by Landlord's gross negligence. Landlord does not guarantee or warrant the suitability, quality, or quantity of utility service.

5.9. Landlord's Right of Entry. Notwithstanding anything else herein to the contrary, Landlord reserves the right to enter upon, or have Landlord's agents enter upon, the Premises at all reasonable time and upon reasonable notice [of at least 24 hours unless in case of an emergency] for the purpose of inspecting the Premises or any other lawful purpose, provided that access to secured areas of the Premises may be reasonably limited or restricted by Tenant.

5.10. Sign Criteria. Tenant will not erect or maintain any signs at the Premises except for the existing sign or as approved by Landlord in its reasonable discretion.

## VI. Indemnity/Insurance/Casualty

6.1. Indemnity. Tenant, for itself and its heirs, devisees, legatees, personal representatives, beneficiaries, successors, and assigns (collectively, the "Tenant Parties"), hereby agrees to indemnify and hold harmless Landlord and its past, present, or future agents, representatives, employees, officers, directors, proprietors, shareholders, members, partners, venturers, owners, affiliates, subsidiaries, heirs, devisees, legatees, beneficiaries, personal representatives, attorneys, insurers, brokers, property managers, successors, and assigns (collectively, the "Indemnified Persons") from and against any and all claims, demands, damages, costs, expenses, compensation, attorney's fees, harm, personal injuries, causes of action, injuries, suits, and losses of any kind arising from any of the following: (a) the conduct or management of Tenant's business on the Premises; (b) any breach on the part of Tenant of any term of this Lease; (c) any act of negligence or misconduct of Tenant, or its agents, contractors, employees, subtenants, subcontractors, concessionaires, licensees, invitees, or customers in or about the Premises; (d) any construction, installation, repairs, replacements, removals, maintenance, alterations, renovations, additions, or other work of any kind by or behalf of Tenant at the Premises; and/or (e) violation of any Hazardous Materials Laws in or about the Premises by Tenant (collectively, the "Indemnity Claims"), EXCEPT to the extent caused by the gross negligence or intentional misconduct of Landlord. In case of any action or proceeding brought against any of the Indemnified Persons by reason of any Indemnity Claim, Tenant, upon notice from such Indemnified Person, agrees to defend such action or proceeding by legal counsel satisfactory to the Indemnified Person.

6.2. Liability Insurance. Tenant shall take out and keep in force and effect during the term of this Lease, at Tenant's expense, commercial general liability or equivalent policies with a \$1,000,000.00 combined single limit for bodily injury and property damage per occurrence, with a \$2,000,000.00 general aggregate limit public liability and property damage, insuring against any and all liability of the insured with respect to personal injury, death, or property damage arising out of the maintenance, repair, alteration, use, or occupancy of the Premises. All such policies shall be in form and substance reasonably satisfactory to Landlord. Such policies shall name both Tenant and Landlord as insureds as their interests may appear.

6.3. Personal Property Insurance. Tenant shall be solely responsible for paying the cost of insurance covering its fixtures, furniture, merchandise, inventory, stock in trade, equipment, and personal property.

6.4. Insurance Proceeds. All proceeds of the fire and extended coverage insurance, if and when received by Landlord or Tenant, shall be considered as having been received in trust, and shall be used first to restore the Premises and the Building to the condition which they were in prior to the occurrence of the damage, unless this Lease is terminated as hereinafter provided.

6.5. Policies. All policies of insurance of Tenant required hereunder shall be written by an insurance company or companies authorized to do business in the State of Texas, and any insurance company must be reasonably satisfactory to Landlord. Tenant shall furnish Landlord an insurance certificate evidencing adequate insurance as required hereunder upon written request from Landlord.



6.6. Damage by Casualty. If the entire Premises and Building are totally destroyed by fire or other casualty, or if such material portion of the Premises and Building are damaged by fire or casualty so that Tenant cannot use the Premises for its intended purpose, Tenant shall give immediate written notice of the same to Landlord. Upon such occurrence, Tenant will not be required to rebuild the Building upon the Premises, but Tenant's obligation to pay rent due under this Lease shall not abate. In the event Tenant shall not have commenced the reconstruction of the Building within nine (9) months after such total or partial destruction of the Building, then Landlord and Tenant shall each have the right to terminate this Lease by written notice to the other. Should Landlord or Tenant not elect to terminate this Lease, the rent and other amounts due under this Lease will not abate.

## VII. Taxes

7.1. Real Property Taxes. Tenant agrees to pay, before the due date, all taxes, assessments, extraordinary assessments and governmental charges of any kind, levied or assessed against the Premises and the improvements located thereon. In the event the same are not separately assessed for the Premises, Tenant shall pay a reasonable allocation thereof, proportionately based upon the tax value of the Premises and the improvements located thereon as mutually agreed by the parties. Tenant shall not control or communicate with such taxing authorities regarding such taxes and other charges, without the prior written consent of Landlord, which shall not be unreasonably withheld.

7.2. Personal Property Taxes. Tenant agrees to pay, before the due date, all taxes, assessments and governmental charges of any kind whatsoever levied or assessed against Tenant's personal property, equipment, fixtures, merchandise, services, stock in trade or other personal property owned by Tenant and placed by Tenant in or about the Premises. Tenant shall not include or permit to be included leasehold improvements in the valuation of such property without the prior written consent of Landlord.

## VIII. Transfer of Lease/Premises

8.1. Assignment and Subleasing. Tenant shall not, directly or indirectly, assign or in any manner transfer or encumber this Lease, or any interest therein, without the prior written consent of Landlord. Tenant also shall not sublet the Premises or any part thereof, or grant any license, concession or other right to occupy any portion of the Premises, without the prior written consent of Landlord. As a condition of Landlord's consent to either an assignment or subletting, Landlord may, at its option, require the proposed assignee or subtenant to furnish Landlord with a current financial statement covering the proposed assignee or subtenant. Consent by Landlord to one or more assignments or sublettings shall not operate as a waiver of Landlord's rights as to any subsequent assignment or subletting. Notwithstanding any assignment or subletting, unless released in writing of all liability hereunder by Landlord, Tenant shall remain fully responsible and liable for the payment of rent herein specified and for compliance with all of its other obligations under this Lease. In connection with any such assignment or sublease, Tenant or the assignee of Tenant shall pay to Landlord any legal and administrative costs incurred by Landlord in approving such assignment or subletting, which shall not exceed \$250.00.

If this Lease is assigned to any person or entity pursuant to the provisions of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, as amended, any and all monies or other consideration payable or otherwise to be delivered in connection with such assignment: (a) shall be paid or delivered to Landlord, (b) shall be and remain the exclusive property of Landlord, and (c) shall not constitute property of Tenant or of the estate of Tenant within the meaning of the Bankruptcy Code, 11 U.S.C. § 101 et. seq., as amended. Any and all monies or other considerations constituting Landlord's property under the preceding sentence not paid or delivered to Landlord shall be held in trust for the benefit of Landlord and be promptly paid or delivered to Landlord. Any person or entity to which this Lease is assigned pursuant to the provisions of Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, as amended, shall be deemed without further act or deed to have assumed all of the obligations arising under this Lease on and after the date of such assignment. Any such assignee shall, upon demand by Landlord, execute and deliver to Landlord an instrument confirming such assumption. In the event of an effective assumption of this Lease pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, as amended, by Tenant as debtor-in-possession or by the trustee for Tenant, this Lease may not be assigned unless Landlord is provided with the following: (a) a written guarantee, in form and substance satisfactory to the Landlord, to guaranty the performance of all obligations under this Lease, binding upon one or more guarantors with financial ability sufficient to assure the future performance of such obligations, in the sole opinion of the Landlord; and (b) a current and completed financial statements of the proposed tenant and guarantors, in form and substance satisfactory to Landlord, which reveals a net worth and cash flow of the proposed tenant and guarantor in an amount sufficient to assure the future performance of all obligations under this Lease, in the sole opinion of the Landlord.

Notwithstanding the foregoing, Tenant may assign all or any part of this Lease or sublet all or any part of the Premises, without the consent of Landlord: (i) to any subsidiary, successor-by-merger, or affiliate of Tenant; (ii) at least ten (10) days prior notice of the assignment or subletting is given to Landlord; and (iii) such assignment or subletting shall not affect or release Tenant's obligations hereunder.

8.2. Assumption. No assumption of this Lease pursuant to Section 365 of the Bankruptcy Code, 11 U.S.C. § 365, as amended, by Tenant as debtor-in-possession or by the trustee for Tenant shall be effective, unless all monetary defaults under this Lease, and all actual monetary losses incurred by Landlord occasioned by any default of the Tenant under this Lease, shall be cured by payment or performance within thirty (30) days after the date of such assumption.

8.3. Condemnation. If the entire Premises and Building shall be permanently taken in an eminent domain proceeding, or such a material portion of the Premises and the Building is taken so that Tenant cannot use the Premises for its intended purpose, this Lease may be terminated by delivery of notice from Landlord or Tenant to the other within thirty (30) days after the date of any such taking and Tenant shall be entitled to receive from the compensation paid any compensation related to the Building. Landlord shall be entitled to all damages relating to the loss of the fee simple interest in the Premises and any improvements on the Premises made by Landlord. For purposes of this section, a "material" taking shall be defined as a taking of more

than ten percent (10%) of the Building or more than twenty-five percent (25%) of the Premises area. If a portion of the Premises is taken by eminent domain proceeding and the Lease is not terminated as provided above, Tenant shall promptly rebuild the Building upon the Premises; provided, however, such obligation to rebuild shall be limited to the amount of the condemnation proceeds awarded. In the event of such a partial taking of the Premises, this Lease shall terminate as to the portion taken. In the event of a partial permanent taking, Tenant shall be entitled to an equitable adjustment in the rent due hereunder, based upon the reduced value of the Premises as reasonably agreed upon by Landlord and Tenant. In the event Landlord and Tenant cannot agree upon the amount of any such reduction, the same shall be determined by arbitration pursuant to Paragraph 13.23 hereof.

8.4. Sale. In the event of a sale, foreclosure, or conveyance of the Premises, then this Lease shall not be affected or terminated by the same. Tenant agrees to attorn to the transferee of the Premises and the transferee shall agree not to terminate this Lease.

#### IX. Waiver

9.1. Waiver of Subrogation. Landlord and Tenant and all parties claiming under them mutually release and discharge each other and their respective officers, directors, partners, employees and agents from all claims and liabilities arising from or caused by any casualty or hazard to the extent they could be covered by insurance required to be carried hereunder and waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof; provided that such release shall not operate in any case where the effect is to invalidate such insurance coverage. This release shall apply even if the loss or damage shall be caused by the fault or negligence of a party hereto or from any person for which such party is responsible.

9.2. Waiver of Claims. Landlord and the Indemnified Persons shall not be liable for, and Tenant hereby waives, any and all claims, causes of action, attorneys fees, costs, harm, injuries, damage, consequential damage, incidental damage, personal injury, property loss or damage, compensation, lost profits, lost income, loss of consortium, compensation, mental anguish, damages, injuries, harm, fees, and other loss of any kind sustained by Tenant or any person claiming through Tenant resulting from any acts or omissions of any other person or from any accident or occurrence in or upon any part of the Premises (collectively, the "Claims").

#### X. Mortgagee

10.1. Subordination. Tenant accepts this Lease subject and subordinate to any mortgage, deed of trust, encumbrance, ground lease, master lease, or other liens presently existing or hereafter created upon the Premises and to any renewals and extensions thereon (collectively, the "mortgages"); provided, that Landlord shall procure for Tenant a non-disturbance agreement in commercially standard form from any such Mortgagee. Tenant agrees, upon demand by Landlord, to execute such other instruments subordinating this Lease to liens hereinafter placed upon the Premises; provided Landlord shall procure a non-disturbance agreement likewise in a commercially standard form.



10.2. Tenant Certificate. Tenant agrees to execute, acknowledge and deliver to Landlord, upon written request by Landlord, an tenant certificate stating, among other things, the following: (a) Tenant has entered into occupancy of the Premises; (b) the date of such entry; (c) this Lease is in full force and effect; (d) this Lease has not been assigned, modified, supplemented or amended in any way, except as specifically disclosed; (e) this Lease represents the entire agreement between Landlord and Tenant as to the subject matters hereof, except as specifically disclosed; (f) the date of commencement and expiration of the term of this Lease; (g) all conditions under this Lease to be performed by Landlord have been satisfied; (h) no default exists in the performance or observance of any covenant, obligation, or condition of Landlord in this Lease; (i) there are no defenses or offsets against the enforcement of this Lease by Landlord; (j) no rent has been paid in advance and no security has been deposited with Landlord; and (k) the date to which rent has been paid under this Lease or, if such is not the case, therein stating the same and specifying the reason therefor. Tenant acknowledges that Landlord and third parties may rely on this tenant certificate. The tenant certificate shall be in form and substance reasonably satisfactory to both Landlord and Tenant.

10.3. Assignment of Rents. In the event Landlord assigns its interest in this Lease, or the rents payable hereunder, to a Mortgagee or any other person such assignments shall not be deemed an assumption by Mortgagee or such other person of any of the obligations of Landlord hereunder, unless specifically provided otherwise by Mortgagee or such other person.

## XI. Special Provisions

11.1. Early Termination. Notwithstanding anything contained in this Lease to the contrary, if Landlord, in its sole and absolute discretion, shall at any time determine that the Premises are needed for school purposes in excess of the rights reserved by or granted to Landlord hereunder, Landlord may: (a) notify Tenant of its additional needs and the parties agree to negotiate in good faith modifications to this Lease granting to Landlord additional use rights, or (b) if the parties are unable to reach an agreement in accordance with subparagraph (a) above or if Landlord determines that all of the Premises are needed for school purposes, then Landlord may, upon not less than ninety (90) days' written notice to Tenant terminate this Lease at which time, Tenant shall remove its personal property and vacate the Premises and Building. If the Landlord terminates this Lease in accordance with this provision.

11.2. Non-Appropriation. Tenant shall not be entitled to receive or recover from Landlord any amounts under the Lease or otherwise in excess of the amounts appropriated for the then-current budget period of Landlord.

11.3. Reservation. Landlord reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act. No provision of the Lease that imposes an obligation or restriction on Landlord not permitted by applicable law shall be enforceable.

11.4. Open Records. Records relating to the Lease may be subject to disclosure pursuant to the Texas Public Information Act f/k/a Open Records Act, Section 552.001 et. seq. of the Texas Government Code.

## **XII. Default/Remedies**

**12.1. Default by Tenant.** The following events shall be deemed to be events of default by Tenant under this Lease:

- (a) failure to perform any rent obligation or pay any other amount herein when due, which continues for ten (10) days after notice of such failure to pay;
- (b) failure to comply with any term, provision, or covenant of this Lease, which is not cured or resolved within thirty (30) days after written notice from Landlord;
- (c) insolvency, fraudulent transfer or an assignment for the benefit of creditors by Tenant, which is not cured or resolved within sixty (60) days after written notice from Landlord;
- (d) the filing of a petition in bankruptcy under the Bankruptcy Code, 11 U.S.C. § 101 et seq., as amended, by or against Tenant, which is not cured or resolved within sixty (60) days after written notice from Landlord;
- (e) appointment of a receiver, conservator, trustee, examiner, or similar official for the Premises, Tenant, or for any assets of Tenant, which is not cured or resolved within sixty (60) days after written notice from Landlord;
- (f) acts or omissions of Tenant which create a lien upon the Premises;
- (g) closure of Tenant's business by a governmental authority for any reason;
- (h) If Tenant is found by a court of law to have submitted any false report, certificate, or statement required to be furnished hereunder;
- (i) the subjection of any right, property, or interest of Tenant to a tax lien, attachment, execution, garnishment, turnover, or other levy or seizure under legal process, which is not cured or resolved within sixty (60) days after written notice from Landlord; or
- (j) failure by Tenant as debtor-in-possession or by a trustee for Tenant to cure defaults or to pay rent as due after commencement of a bankruptcy proceeding, which is not cured or resolved within sixty (60) days after written notice from Landlord.

**12.2. Landlord Remedies.** Upon the occurrence of any such event of default of Tenant, Landlord shall have the option to pursue any one or more of the following remedies, in addition and not in limitation of Landlord's right to bring suit for specific performance and/or damages, or of any other remedy permitted by law or by this Lease, without any notice or demand whatsoever, other than as herein provided:

- (a) terminate this Lease, in which event (i) Tenant shall immediately surrender the Premises to Landlord, (ii) if Tenant fails to do so, Landlord may, without prejudice to any other remedy which Landlord may have for possession or arrearages in rent, re-enter the Premises removing all persons and property, which property may be removed and stored in public warehouse or elsewhere at the cost of and for account of Tenant, and (iii) Tenant shall be liable for and shall pay to Landlord the sum of all rent and other amounts accrued to the date of such termination, plus an amount equal to the difference between the rent for the remaining term of this Lease, as if no other termination had occurred, and the then-present value of the then-fair rental value of the Premises for such period;
- (b) without terminating this Lease, in which event Landlord may (i) re-enter upon and take possession of the Premises pursuant to legal proceedings, and relet the Premises or any part thereof for such term or terms and at such rental or rentals and upon such other terms and conditions as Landlord, in its sole discretion, may deem advisable, with the right to make alterations and repairs to the Premises, and (ii)(A) Tenant shall pay to Landlord all rent and other amounts accrued to the date of such re-entry, plus an amount equal to the difference between the rent for the remaining term of this Lease and the then-present value of the then-fair rental value of the Premises for such period or (B) Tenant shall pay to Landlord all rent and other amounts accrued to the date of re-entry, plus an amount equal to the difference between the rent for the remaining term of this Lease and the rent actually obtained by Landlord for such period by re-letting, provided that Tenant shall not be entitled to any excess rent obtained;
- (c) re-enter upon the Premises, by force if necessary, without being liable for prosecution or any claim for damages therefore, and do whatever Tenant is obligated to do under the terms of this Lease, with Tenant agreeing to reimburse Landlord on demand for any expenses which Landlord may incur in thus effecting compliance with Tenant's obligation under this Lease, and with Tenant further agreeing that Landlord shall not be liable for any damages resulting to the Tenant from such action;
- (d) cure any defaults of Tenant;
- (e) prevent Tenant, or any other person, from entering the Premises, including without limitation by conducting a lock-out or changing door locks, provided that Landlord, give to Tenant a written notice of intended lock-out at least fifteen (15) days prior to engaging in any lock-out of the Premises;
- (f) bring suit, arbitration, or other proceedings against the Tenant, or any other person, for legal or equitable remedies and relief; and/or
- (g) seek specific performance of any obligations, covenants, or conditions of Tenant hereunder.



The exercise by Landlord of any one or more remedies hereunder granted or otherwise permitted by law shall not be deemed to be an acceptance of surrender of the Premises by Tenant, whether by agreement or by operation of Law. Such surrender can be effected only by the written agreement of Landlord and Tenant specifying that surrender of the Premises has occurred. No alteration of locks or other security devices and no removal or other exercise of dominion by Landlord over the property of Tenant or others at the Premises shall be deemed unauthorized or constitute a conversion. Tenant hereby consents, after any event of default, to such exercise of dominion over Tenant's property within the Premises. All claims for damages by reason of such re-entry and/or repossession are hereby waived by Tenant, as are all claims for damages by reason of any distress warrant, forcible detainer proceedings, sequestration proceedings, or other legal process. Tenant agrees that any re-entry by Landlord may be pursuant to judgment obtained in forcible detainer proceedings or other legal proceedings, or without the necessity for any legal proceedings, as Landlord may elect, and Landlord shall not be liable in trespass or otherwise.

12.3. Expenses of Default. In case of any event of default by Tenant, Tenant shall also be liable for and shall pay to Landlord, in addition to any sum provided to be paid herein: (a) broker's fees incurred by Landlord in connection with the reletting of the whole or any part of the Premises; (b) the costs of removing and storing Tenant or other person's property; (c) the costs of repairing, or otherwise putting the Premises into conditions acceptable to a new tenant or tenants; (d) all reasonable expenses incurred by Landlord in enforcing or defending Landlord's rights and/or remedies; (e) all reasonable expenses incurred by Landlord to cure any default of Tenant; and (f) all reasonable attorneys fees and expenses incurred in connection therewith.

12.4. Holdover Tenancy. Tenant shall have no right to hold-over after the Expiration Date, the date of termination of this Lease, or the date of termination of Tenant's rights of possession to the Premises. Any holding over by Tenant of the Premises after the Expiration Date shall operate, and be construed as a tenancy from month-to-month only, upon the same terms and conditions herein, except as set forth below. In the event of hold-over after termination of this Lease or Tenant's rights to possession to the Premises, Tenant shall be liable to Landlord, in addition to all other liability, for minimum rent in an amount equal to the quotient of 150% of the Monthly Minimum Rent divided by thirty (30), for each day of hold-over, payable in advance on a daily basis.

12.5. Surrender. Except for termination because of casualty or condemnation, prior to the Expiration Date, the date of termination of this Lease, and/or the date of termination of Tenant's rights of possession to the Premises, Tenant shall remove at its own expense all of Tenant's goods, effects, property, signs, alterations, additions, decorating, equipment, furnishings, and other items [except as otherwise provided in, and subject to, Section 5.5], and leave the Premises in clean and good order, repair and condition, reasonable wear and tear excepted.

12.6. Default by Landlord. In the event of default by Landlord, Tenant's sole and exclusive remedy shall be an action for damages. Prior to any such action, Tenant will give Landlord written notice specifying such default. Landlord shall thereupon have sixty (60) days

in which to cure any such default, and such additional time if the default is of a nature which it cannot be cured with such 60-day period, provided Landlord has commenced the same during the 60-day period and is diligently proceeding to cure the same.

12.7. Mitigation. Tenant stipulates and acknowledges that any duty to mitigate damages imposed by law upon Landlord in the event of default by Tenant shall be deemed satisfied if Landlord uses its ordinary marketing methods for available space, taking into consideration Landlord's concerns about tenant mix, exclusivity provisions, compatibility of uses, and other reasonable factors.

### XIII. Miscellaneous Provisions

13.1. Excusable Delays. Whenever a period of time is herein prescribed for action to be taken by Landlord or Tenant, Landlord and Tenant shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, governmental laws, regulations or restrictions or any other causes of any kind whatsoever which are beyond the control of Landlord and Tenant.

13.2. Time. Time is of the essence with regard to Tenant's and Landlords' respective obligations under this Lease.

13.3. Brokers. Tenant warrants that it has had no dealing with any broker or agent in connection with the negotiation or execution of this Lease other than Landlord's broker, if any, and the brokers noted below. In the event any broker or agent other than Landlord's broker, if any, shall make a claim for a commission or fee, Tenant shall be responsible for payment thereof, if any such claimant is claiming the same by virtue of the acts of Tenant and, if such is the case, Tenant hereby indemnifies and holds harmless Landlord from any such claim for commission or fees.

13.4. Entity as Party. If a corporation, limited liability company, limited partnership, professional corporation, professional association, general partnership, or other entity executes this Lease as Tenant, Tenant shall promptly furnish to the other certified resolutions attesting to the authority of the person executing this Lease on behalf of such entity.

13.5. Accord and Satisfaction. Landlord is entitled to accept, receive, cash, or deposit any payment made by Tenant for any reason or purpose or in any amount of any kind, and apply the same, at Landlord's option, to any obligation of Tenant. Such payment shall not constitute payment of any amount owed, except that to which Landlord has applied the same. No endorsement or statement on any check or letter of Tenant shall be deemed an accord and satisfaction or otherwise recognized for any purpose whatsoever. The acceptance of any such check or payment shall be without prejudice to Landlord's right to recover any and all amounts owed by Tenant hereunder and Landlord's right to pursue any other available remedy.

13.6. Usury Savings. Assuming such laws are even applicable, it is the express intent of the parties at all times to strictly comply with applicable Texas and United States law governing

the maximum rate or amount of interest payable in connection with this Lease. It is therefore agreed as follows that: (a) in the event the maturity is accelerated, or if all or any part of the rent or other obligations (collectively, the "obligations") are prepaid prior to maturity, any and all unearned interest shall be canceled automatically, or if paid, at Landlord's option, shall either be refunded to Tenant or credited on the unpaid principal balance of the obligations; (b) the aggregate of all interest and other charges constituting interest under applicable law and contracted for, chargeable, or receivable under the obligations or in connection with this transaction shall never exceed the maximum amount of interest which Landlord may contract for, charge, or receive from Tenant under applicable law and with regard to which Tenant or any guarantor may not successfully assert the claim or defense of usury; and (c) if any excess interest is provided for, it shall be deemed a mistake and the same at Landlord's option shall either be refunded to Tenant or credited to the unpaid principal balance of the obligations and any agreement shall be automatically deemed reformed so as to permit only the collection of the maximum non-usurious rate and amount of interest allowed under applicable law. All sums paid or agreed to be paid for the use, forbearance, or detention of the obligations, shall, to the full extent permitted by applicable law, be amortized, pro-rated, allocated, and spread through the full term of the obligations. The right to accelerate maturity does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Landlord does not intend to collect any unearned interest in the event of acceleration.

**13.7. Payment Without Set-off.** The rent and other obligations of Tenant hereunder and any part thereof, shall be paid without claim or set-off, counterclaim, or deduction of any nature or for any cause whatsoever.

**13.8. Cumulative Rights.** The rights and remedies of Landlord under this Lease, and the exercise thereof, shall be without prejudice to the enforcement of any other right or remedy authorized by law or this Lease.

**13.9. Venue. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN THE EVENT SUIT IS FILED TO ENFORCE OR INTERPRET THIS LEASE, THE PARTIES AGREE AND STIPULATE THAT VENUE IS APPROPRIATE AND MANDATORY IN EL PASO COUNTY, TEXAS.**

**13.10. Jury Waiver.** To the extent permitted by applicable law, Landlord and Tenant hereby waive any right to jury trial in any dispute between Landlord and Tenant regarding this Lease that is not arbitrated, including without limitation any forcible detainer action by Landlord against Tenant or any action by Landlord to collect rents or other charges against Tenant.

**13.11. Covenants.** The representations, warranties, and covenants of Landlord and Tenant shall survive the execution and delivery of this Lease and the termination of this Lease. Tenant shall owe Landlord a covenant and a duty of good faith and fair dealing with respect to its obligations under this Lease.

**13.12. Representations.** Tenant hereby represents, covenants, and warrants to Landlord the following, acknowledging Landlord's reliance on the same in executing this Lease: (a)

003581.00101/CPIN/1092035.1



Tenant has relied upon its own judgment, and of professionals and other persons of its choosing, in entering into this Lease; (b) Tenant has had a full and fair opportunity to review this Lease and all terms thereof, including without limitation, the waiver, release, disclaimer, and indemnity terms; (c) Tenant has read and understood all of the terms of this Lease; (d) Tenant understands that, in partial consideration for this Lease, Landlord believes that unforeseen and unknown claims against it are being waived by Tenant; (e) Tenant, as well as any guarantor of this Lease, has full authority and capacity to execute and perform this Lease; (f) there has been no material adverse change in the financial condition of Tenant or any guarantor of this Lease prior to Landlord's execution of this Lease; (g) there has been no material adverse change to financial statements, if any, which have been furnished to Landlord; (h) Tenant has not transferred, assigned, encumbered, or conveyed any of the Claims; (i) neither Tenant or any guarantor of this Lease, has made any statement to Landlord in connection with this Lease, nor omitted to make any statement to Landlord, which was misleading or deceptive when made or has now become so; (j) Tenant and all guarantors, if any, of this Lease have executed this Lease freely and voluntarily and without duress or compulsion of any kind; and (k) there have been no representations or warranties made to Tenant or any guarantor of this Lease except as herein set forth.

13.13. Notices. All notices and periodic statements required under this Lease shall be made in writing to the Landlord's address and/or to the Tenant's address, as the case may be.

13.14. Applicable Law. **THIS LEASE SHALL BE GOVERNED BY IN ALL RESPECTS, INCLUDING WITHOUT LIMITATION VALIDITY, INTERPRETATION AND EFFECT, AND SHALL BE ENFORCEABLE IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS LEASE IS MADE AND PERFORMABLE IN EL PASO COUNTY, TEXAS.**

13.15. Attorneys' Fees. Should either party employ an attorney or attorneys to enforce any of the provisions hereof, the non-prevailing party agrees to pay to the prevailing party all reasonable costs and expenses, including attorneys fees, incurred in connection therewith. Additionally, Tenant shall pay to Landlord all reasonable costs and expenses, including without limitation attorneys fees, incurred by Landlord in connection with any bankruptcy case or proceeding involving Tenant, including without limitation, any motion by Landlord to compel the assumption or rejection of this Lease, any motion for relief from automatic stay, any motion for payment of administrative expense, any proceeding to determine dischargeability of a debt, any proceeding objecting to an exemption, and/or any proceeding to establish a claim.

13.16. Interpretation. Wherever the context shall require, the singular shall include the plural, and the male gender shall include the female gender and the neuter, and vice versa.

13.17. Severability. Any provision, or part thereof, of this Lease held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Lease and the effect thereof shall be confined to the provision, or part thereof, so held to be invalid or unenforceable.

13.18. Counterparts. This Lease may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

13.19. Modification. No change, waiver, or modification of any provision of this Lease shall be valid unless the same is in writing and signed by the party to be charged.

13.20. Waiver. No consent or waiver, express, or implied, by a party to or for any breach of any provision hereunder by the other party shall be deemed a consent or waiver to or for any other breach of the same provision or any other provision hereunder.

13.21. Joint Preparation. This Lease has been jointly prepared by the parties, and no ambiguity shall be construed against any party based on the identity of the author of this Agreement.

13.22. Binding Effect. This Lease, and every provision thereof, shall be binding upon and shall inure to the benefit of the parties and the Landlord Indemnified Persons, and their respective heirs, spouses, personal representatives, legatees, beneficiaries, devisees, successors, and assigns.

13.23. Limitation of Liability. Notwithstanding anything to the contrary herein contained, there shall be absolutely no personal liability of Landlord with respect to any of the terms, covenants, conditions and provisions of this Lease, and Tenant shall look only to Landlord's interest in the Premises and only to the extent otherwise legally permitted.

13.24. Memorandum of Lease. Tenant shall not record this Lease without the prior written consent of Landlord. Upon request of Landlord or Tenant, the parties shall execute a short-form, memorandum of lease in form and substance reasonably satisfactory to Landlord and Tenant.

13.25. Entire Lease. **THIS LEASE CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES AND THERE ARE NO PROMISES, AGREEMENTS, CONDITIONS, UNDERTAKINGS, COVENANTS, WARRANTIES, REPRESENTATIONS, EITHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, BETWEEN THE PARTIES ON THE MATTERS HEREIN, OTHER THAN AS HEREIN SET FORTH OR IN THE DOCUMENTS DESCRIBED HEREIN. IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PARTIES INTEND THIS LEASE TO BE AN INTEGRATION OF ALL PRIOR AND CONTEMPORANEOUS PROMISES, AGREEMENTS, CONDITIONS, UNDERTAKINGS, WARRANTIES, AND REPRESENTATIONS BETWEEN THE PARTIES ON THE MATTERS HEREIN, EXCEPT AS HEREIN SET FORTH OR IN THE DOCUMENTS DESCRIBED HEREIN.**

13.26. Headings. The headings, captions, and arrangements used in this Lease are for convenience only and shall not affect the interpretation of this Lease.

**EXECUTED** on this 30th day of August, 2017.

**FABENS INDEPENDENT SCHOOL DISTRICT**

By: \_\_\_\_\_

Name: Eldefonso "Poncho" Garcia Jr.

Title: Superintendent of Schools

"Landlord"

**GAMUT MEDICAL GROUP, P.A.**

By: \_\_\_\_\_

Name: Ulysses Urquidi

Title: President

"Tenant"



# FABENS ISD

## BOARD OF TRUSTEES BUSINESS Board Agenda Item

<b>TITLE</b>	<b>Discussion and Possible Action to Select New July 2022 Board Meeting Date</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Dr. Veronica Vijil	<b>Approximate Time</b>	5 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of July 27, 2022 for the regularly scheduled board meeting of July 2022	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Dr. Vijil Mr. Torres	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

# FABENS ISD

## BOARD OF TRUSTEES BUSINESS Board Agenda Item

<b>TITLE</b>	<b>Discussion and Possible Action to Select Budget Workshop Date</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Mr. Martin Torres	<b>Approximate Time</b>	5 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of July 27, 2022 for the budget workshop date	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Mr. Torres	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

**FABENS ISD**

**BOARD OF TRUSTEES BUSINESS  
Board Agenda Item**

<b>TITLE</b>	<b>Maintenance &amp; Operations Purchase in Excess of \$50,000</b> 1. Fabens High School Parking Lot 2. Fabens High School Student Restrooms	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Mr. Martin Torres	<b>Approximate Time</b>	10 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The administration recommends approval of the purchases in excess of \$50,000 as presented	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Mr. Martin Torres Mr. David Ayala	<b>Who Has Been Involved:</b>	
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	



# Molina Brother's Sealcoating and Paving

IN LOVING MEMORY OF JESUS M. MOLINA

**FREE ESTIMATES**

- ASPHALT PAVING
- ASPHALT REPAIRS
- SINK HOLE REPAIRS
- SPEED BUMPS
- CAR STOPS

**COMMERCIAL AND RESIDENTIAL**

**CALL US TODAY**

- CRACK FILLING
- SEALCOATING
- METAL BOLLARDS
- STRIPING / RE-STRIPING
- ALL TYPES OF MARKS AND SIGNS

OFFICE: 912 ONEIDA EL PASO, TX 79912 CELL: 915-227-4459 EMAIL: VMOLINA198530@GMAIL.COM

**OVER 15YRS OF EXPERIENCE**

Contract for Fabens High School

611 NE G Ave, Fabens, TX 79838

Date: 06/09/2022

(REVISED)

**CLEAN PARKING LOT:** With high velocity blowers for any debris as required.

**POTHOLE REPAIR:** Saw Cut and repair approximately Total of 100 Sq. Ft. of failed asphalt remove and dispose of it.

**ASPHALT:** Install 2 inches of (Wearing Surface) Hot Mix Asphalt Type-D, for standard vehicles on total of 100 Sq. Ft., Roll and compact for a clean finish.

**CRACK FILL:** Total of approximately 80,000 Sq. Ft. of Parking Lot, the material that will be used is Asphalt Crack which will be applied at 375 degrees Fahrenheit.

**SEALCOAT:** Apply Seal Coating Total of approximately 80,000 Sq. Ft. of Parking Lot.

**STRIPING:** All parking spaces, handicaps, hatches and any striping required as existing.

**CLEANING:** All area work will be cleaned, and debris will be removed from job site.

**PRICE: \$21,000.00**

Work will begin when meeting has occurred. All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. All alterations or deviation from specification involving extra cost will be excluded only upon written and signed change orders and will become an extra charge over and above the statement. All agreements contingents upon strikes, accidents or delays beyond our control.

The day project takes effect, must collect 50% of TOTAL. Invoices will be given throughout the working process for material if necessary. When job is completed remaining balances should pay in full. Constructor will guarantee work for 1 year.

Person who contacted MOLINA BROTHERS SEALCOATING AND PAVING was



Employee Signature: \_\_\_\_\_ Date: 06/09/2022

Quote Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



# Molina Brother's Sealcoating and Paving



**FREE ESTIMATES**

- ASPHALT PAVING
- ASPHALT REPAIRS
- SINK HOLE REPAIRS
- SPEED BUMPS
- CAR STOPS

**COMMERCIAL AND RESIDENTIAL**

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OFFICE: 912 ONEIDA EL PASO, TX 79912 CELL: 915-227-4459 EMAIL: VMOLINA198530@GMAIL.COM

**OVER 15YRS-OF-EXPERIENCE**

Contract for Fabens High School

611 NE G Ave, Fabens, TX 79838

Date: 06/09/2022

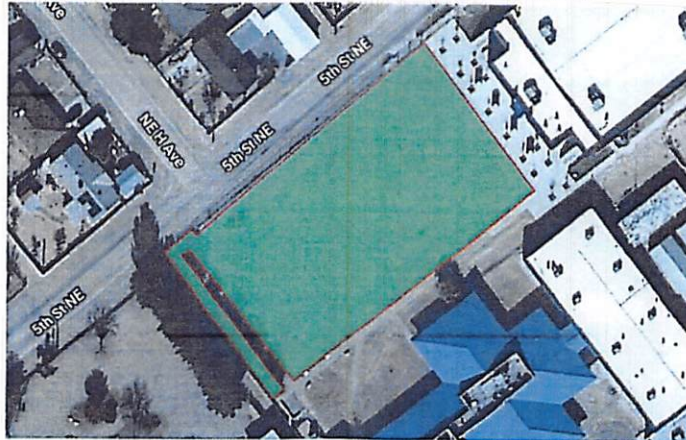
( REVISED )

<b>DEMOLITION:</b> Demo Approximately 40,000 Sq. Ft. of failed asphalt and removed of the debris.
<b>SUB-GRADE:</b> Apply base-core as needed prepare 40,000 Sq. Ft. grade and level to keep water from building.
<b>APPLY LIQUID TACK OIL:</b> For Asphalt to Adhere with underlying Base Course Compound for preparation of asphalt on 40,000 Sq. Ft. for new Asphalt preparation.
<b>ASPHALT:</b> Install 2 inches of (Wearing Surface) Hot Mix Asphalt Type-D, for standard vehicles on total of 40,000 Sq. Ft., Roll and compact for a clean finish.
<b>STRIPING:</b> All parking spaces, handicaps, hatches and any striping required as existing.
<b>CLEANING:</b> All area work will be cleaned, and debris will be removed from job site.
<b>TOTAL: \$86,000.00</b>

Work will begin when meeting has occurred. All material is guaranteed to be specified. All work to be completed in a workman like manner according to standard practices. All alterations or deviation from specification involving extra cost will be excluded only upon written and signed change orders and will become an extra charge over and above the statement. All agreements contingents upon strikes, accidents or delays beyond our control.

The day project takes effect, must collect 50% of TOTAL. Invoices will be given throughout the working process for material if necessary. When job is completed remaining balances should pay in full. Constructor will guarantee work for 1 year.

Person who contacted MOLINA BROTHERS SEALCOATING AND PAVING was:



Employee Signature: \_\_\_\_\_ Date: 06/09/2022

Quote Approved by: \_\_\_\_\_ Date: \_\_\_\_\_

May 26, 2022

Fabens Independent School District  
David Ayala  
Director of Facilities & Operations  
Fabens ISD



**RE: Fabens High School Main Building 10 Restroom Renovations**

Dear David:

Thank you for the opportunity to present you with this construction services proposal for the referenced project. Our understanding of the work for this first task order is as follows:

**PROJECT SCOPE OF WORK FOR 10 (TEN) RESTROOMS:**

1. Replace existing light fixtures in each restroom to surface mounted or recessed LED fixtures (reuse wiring, match current light fixture mounting configuration, and reuse switches).
2. Replace entry wood doors and new hardware (reuse existing hollow metal frames). Door frames to be repainted.
3. Replace existing floor and wall tiles. New floor tile to be grey 24" x24" and wall tile to be white 4" x 12" with a color accent wall. All new tile work to match existing newly-renovated restrooms.
4. Replace existing toilet partitions with floor-mounted, painted toilet partitions matching the ones installed in the newly-renovated restrooms. Included are new grab bars, new toilet tissue holders and new female napkin receptacles.
5. Replace existing water closets, urinals and lavatory sinks and faucets. All new plumbing fixtures to match the newly-renovated restrooms.
6. Remove existing wall-mounted items and reinstall (i.e. fire alarm strobes, hand dryers, paper towel dispensers, trash receptacles, etc.).
7. Repaint drywall restroom ceilings
8. Removal and disposal of all demolished items.

**PROJECT CONSTRUCTION SCHEDULE:**

1. The anticipated completion of the two noted tasks will be 120 calendar days after your approval.

**COMPENSATION**

A. Nine Degrees proposes a price of \$ 29,850 (Twenty Nine Thousand Eight Hundred Fifty Dollars) plus applicable tax for EACH rest room.

**OWNER PROVIDED ITEMS**

1. Access to area as required.

**The following services are not part of the basic services to be provided:**

1. Providing any other services not included in this correspondence, specifically noted in the Scope of Work.
2. Pricing good for 30 days.
3. Project Bonds.
4. Replacing inwall or underslab sewer lines, water lines, vents, etc.
5. Asbestos testing or abatement.



**FABENS ISD**

**BOARD OF TRUSTEES BUSINESS  
Board Agenda Item**

<b>TITLE</b>	<b>Discussion and Possible Action Regarding Proposed Settlement of El Paso Electric Company Application to Change Rates, Public Utility Commission Docket No. 52195, State Office of Administrative Hearings Docket No. 473-21-2606</b>	<b>Date Requested</b>	06/07/2022
<b>Requested By:</b>	Dr. Veronica Vijil	<b>Approximate Time</b>	5 minutes
<b>Division Approval:</b>		<b>Action Needed:</b>	Yes
<b>Action Requested:</b>	The Administration recommends approval of the Proposed Settlement of El Paso Electric Company Application to Change Rates, Public Utility Commission Docket No. 52195, State Office of Administrative Hearings Docket No. 473-21-2606	<b>Information Only:</b>	No
<b>People Participating In Presentation:</b>	Dr. Veronica Vijil	<b>Who Has Been Involved:</b>	Dr. Vijil A. Safi
<b>How Will It Benefit the District's Mission/Goals?</b>		<b>How Will Request Be Financed?</b>	
		<b>Cost to District:</b>	

**FABENS ISD  
BOARD OF TRUSTEES**

Date: 06/06/2022 Presented By: Board President

Subject: Adjourn Related Page(s) N/A

**Action**

**BACKGROUND INFORMATION:  
ADJOURN**

If there is no further business

**Motion to Adjourn by:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Motion Passes:** \_\_\_\_\_

the meeting is adjourned at \_\_\_\_\_ p.m.