

Agenda of Regular Meeting and Joint Public Hearing with District Continuous Improvement Team on District Annual Performance Report

The Board of Trustees Ector County Independent School District

A Regular Meeting and Joint Public Hearing with District Continuous Improvement Team on District Annual Performance Report of the Board of Trustees of Ector County Independent School District will be held February 20, 2024, beginning at 6:00 PM.

The subjects to be discussed or considered are listed below. Items do not have to be taken in the same order as shown on this meeting notice.

1. Call to Order - Roll Call
2. Verification of Compliance with Open Meeting Law - this is to certify that the provisions of Section 551.001 of the Texas Government code have been met in connection with public notice of this meeting.
3. Pledge Allegiance to US and Texas Flags:
Ross Elementary School 5th Grade Students Baylee Deese and Brandon Fierro
4. Invocation: Reverend Adrienne B. Coleman, Highland United Methodist Church
5. Special Presentations:
Introduction of Texas Music Educators Association All-State Musicians
Recognition of New Tech Odessa and Odessa Collegiate Academy as Qualifiers for Thomas E. Mosely Academic Decathlon State Meet
6. Opening Remarks by Superintendent
7. Public Comment
8. Bond 2023
 - A. Bond 2023 Update 4
 - B. Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000 18
 - C. Discussion of and Request for Approval of School District Facilities Construction Method by Bond 2023 Project 60
9. Board Policy
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 - B. Discussion of and Request for Approval of Resolution of the Board to Accept as Volunteers Chaplains 80
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13. Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] (Discussion of the 2024-2025 ECISD Campus Principal Administrator Contracts.)	
Consultations with Attorney - Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board's Attorney Regarding all Matters as Authorized by Law.]	
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15. Closing Remarks by Superintendent	
16. Adjournment	



BOND 2023 UPDATE

Superintendent and Board of Trustees will discuss various aspects of the 2023 Bond.



BOND 2023

School Board Update

February 20, 2024



OVERVIEW

- Finance
- Architectural & Engineering
- Land Acquisition
- Future Actions

FINANCE



Bond 2023 Costs by Project

FINANCE

ECISD
Bond 2023
Costs by Project
as of 2/14/2024



Project Name	Budget	Encumbrance	Actual	Available
HS/CTE CENTER	80,000,000			80,000,000
AG FARM BUILDINGS-CTE	7,500,000			7,500,000
TRANSITION LEARNING CENTER	8,000,000			8,000,000
AUDITORIUM RENO-PHS	12,500,000			12,500,000
FINE ARTS INSTRUMENTS	3,665,000	302,227		3,362,773
MS PERFORMANCE RISERS	150,000			150,000
MS UNIF-BAND&MARIACHI	685,000			685,000
JROTC FACILITY	1,500,000			1,500,000
MIDDLE SCHOOL	120,000,000			120,000,000
LAND PURCHASE	9,000,000		29,200	8,970,800
TRANSPORTATION FACILITY	35,000,000			35,000,000
TRANSPORTATION BUSES	2,450,000			2,450,000
PRIORITY 1&2 ITEMS	117,783,000	3,580		117,779,420
TECHNOLOGY - PHONE SYS	2,500,000			2,500,000
TECHNOLOGY-PA, BELL, CLOCK, FA SYS	10,000,000			10,000,000
TECHNOLOGY ITEMS-SURVEILLANCE	6,000,000			6,000,000
TECH ITEMS-FLT PNL BDS,AV EQP	3,500,000	401,250	2,853,412	245,338
TECHNOLOGY ITEMS - AV EQUIP	1,500,000			1,500,000
ATH-BB & TENNIS LIGHTS-OHS	650,000			650,000
ATH-BASEBALL LIGHTING-PHS	400,000			400,000
ATH-MS TENNIS COURT RESURFACE	1,000,000			1,000,000
ATH-MS GYM BLEACHERS	480,000			480,000
Totals	\$ 424,263,000	\$ 707,057	\$ 2,882,612	\$ 420,673,331
Percent	100%	0%	1%	99%



Architectural & Engineering

ARCHITECTURAL & ENGINEER

- RFQ 24-13: 01/10/2024 – 01/31/2024
- 12 total respondents
- 4 finalists interviewed on 02/07/2024
- Interview Committee:

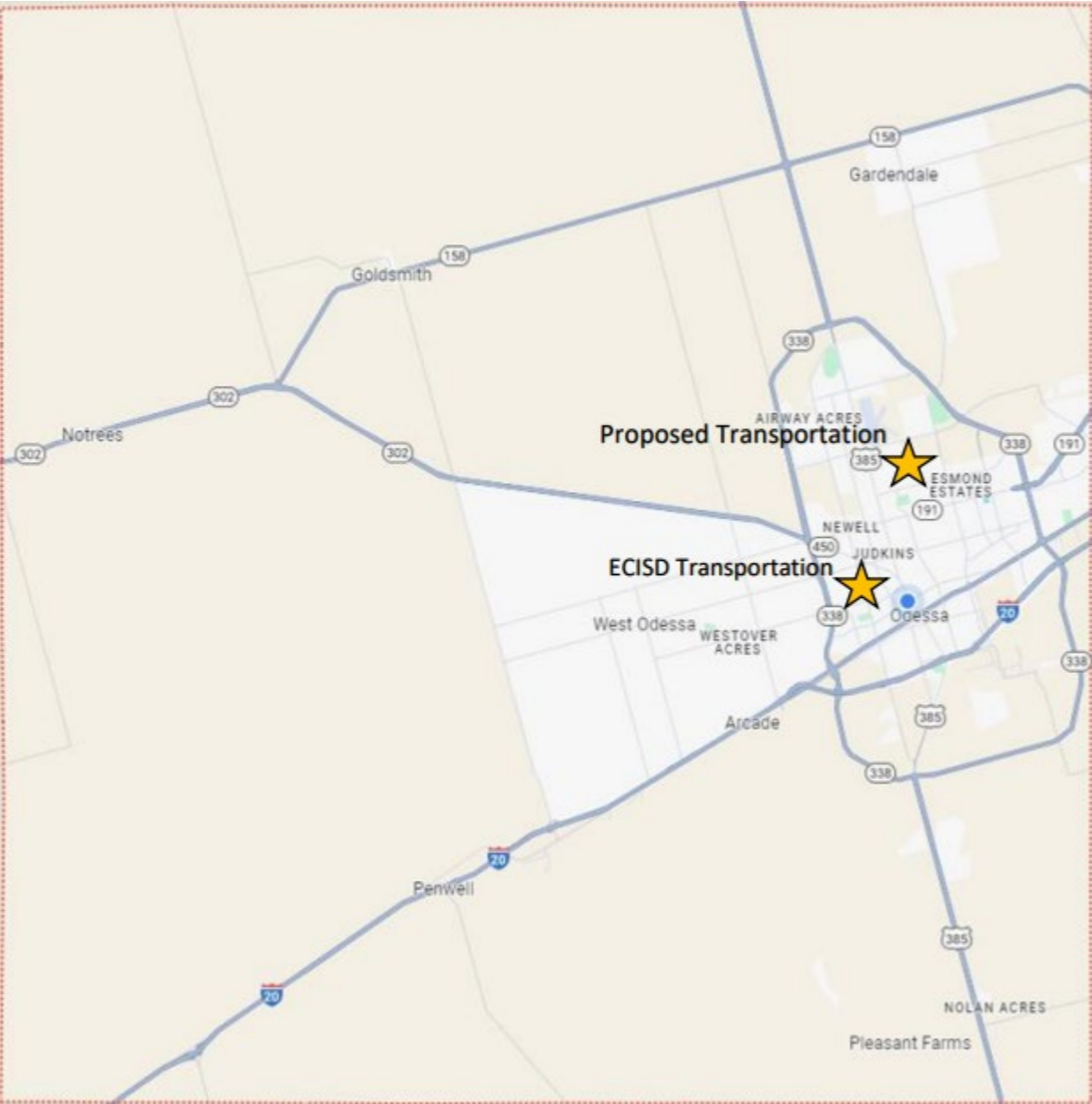
Dr. Keeley Boyer
Tracey Borchardt
Anthony Sorola
Gary Weatherford
Sable Corrales
Jesús Flores, Sr.
Jerry Mahana
Mike Adkins

Dr. Aaron Hawley
Tobie Lefevers
Exalander Magallan
Mitch Davis
Stacey Nuñez
Kent Clark
Ryan Merritt

10

LAND ACQUISITION

ECTOR COUNTY AND ECISD



TRANSPORTATION FACILITY



- 21 Acres Total
- Located at Andrews Hwy. & E. 52nd St.
- \$2.2 Million Total

13

Property A



Property B



FUTURE ACTIONS

15



- Assignment of Projects to Architectural/ Engineering Firms
- Identification of Third Party Project Management Services

THANK YOU





Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF BOND 2023 PURCHASES OVER \$50,000

DATE: February 20, 2024

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

Administrative Recommendation:
Approval of Bond 2023 Purchases over \$50,000

ECISD
Request for Bond Purchases Over \$50,000
February 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1	DLR Group JSA Architects Parkhill Architectural Engineering Services PBK Architectural Engineering Services	\$ 26,450,000	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-13	Architectural and Engineering Services	Architectural and Engineering Services for Bond 2023 Proposition A and any future services or builds the district may need. ECISD is scheduled to build \$264,500,000 in capital projects over the next 5 years.	FY 2024 / FY 2028
2	Basin Abstract & Title	\$ 1,785,000	Bond Funds 693	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx. Thompson, BLK 1, LOT 1, Less SW 0.792 Acre Tract & Less 7.09 Acre Tract. 13.5 Acres. T-2-S, BLK 42, SEC 10, (Card #26). 0.82 Acres	Final Completion of Purchase
3	Basin Abstract & Title	\$ 525,000	Bond Funds 693	Anthony Sorola District Operations	Real Estate	Real Estate Purchase	Purchase of property located at Andrews Hwy., Odessa, TX. Thompson, BLK 1, 7.09 Acres out of Lot 1	Final Completion of Purchase
4	Dunaway Associates, LLC Halff LCA	\$ 100,000	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-11B	Additional Land Surveying Services	Land Surveying Services for any real estate owned or purchased by ECISD.	FY 2023-2024 Option to renew for 2024-2025
5	Collier's Engineering & Design Services Ensolum, LLC Escalante Growth Holding, LLC LCA Millenium Engineering Group	\$ 100,000	Bond Funds 693	Anthony Sorola District Operations	ECISD RFQ 24-12B	Additional Environmental Assessment Services	Environmental Assessment Services for any real estate owned or purchased by ECISD.	FY 2023-2024 Option to renew for 2024-2025

Sam Magallan
Executive Director of District Operations
802 N. Sam Houston
Odessa, TX 79761
Office: 432-456-9659



RFQ #24-13 – Architect and Engineer Services

- Purpose: Budget for Architectural and Engineering Services for ECISD.
- Background Info: ECISD ran an RFQ for Architectural and Engineering Services for Bond 2023 Proposition A and any future services or builds the district may need.
- ECISD identified four Architectural and Engineering firms that meet the criteria in RFQ #24-13. Those services are secured via a cost that is a percentage of the total construction cost. The percentage is negotiated between the firm and the district, and it typically falls in the range of 9% – 10%. ECISD is scheduled to build \$264,500,000 in capital projects over the next 5 years.
 - Estimated Cost for Architectural and Engineering Services: \$26,450,000
 -
 - Funding Source: Bond Fund 693
 -
 - Completion and Closeout Cost: Subject to negotiated percentage of each project.
 - Recommended Service Provider: DLR Group,
JSA Architects,
Parkhill Architectural Engineering Services,
PBK Architectural Engineering Services

Board Approval

Date

OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS
 RFQ 24-13 Addendum 1 Architectural Engineering Services
SCORE SHEET
 Closed: January 31, 2024 1:00PM

Consolidated

Criteria	Suppliers											
	Agnew Associates, Inc.	Alta Architects	Alvarado Architects & Associates, Inc.	Chapman Harvey Architects, Inc.	DBR Engineering Consultants, Inc.	DLR Group	JDMA Architects	JSA Architects, Inc.	Millennium Engineers Group	Parkhill, Smith & Cooper, Inc.	PBK	True North Consulting Group, LLC
Evaluator #1	NS	70	70	79	NS	88	85	100	NS	100	97	NS
Evaluator #2	NS	75	65	73	NS	90	71	95	NS	95	95	NS
Evaluator #3	NS	70	67	72	NS	91	83	100	NS	100	96	NS
Evaluator #4	NS	86	88	83	NS	88	80	100	NS	93	93	NS
Evaluator #5	NS	86	88	83	NS	88	80	100	NS	93	93	NS
Total	0	387	378	390	0	445	379	495	0	481	474	0
Average	0	77	76	78	0	89	76	99	0	96	95	0

NS - Not Scored



COMMERCIAL CONTRACT - IMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED. ©Texas Association of REALTORS®, Inc. 2022

1. PARTIES: Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: Saulsbury Industries, Inc. Successor in interest to Saulsbury Electric Co. Inc.

Address: 2951 E. IH-20, Odessa, TX 79766

Phone: E-mail: kirkstrahanbroker@gmail.com

Mobile: Fax or Other:

Buyer: Ector County Independent School District

Address: 802 N. Sam Houston, Odessa, TX 79761

Phone: E-mail: dan.weaver@havensgroup.net

Mobile: Fax or Other:

2. PROPERTY:

A. "Property" means that real property situated in Ector County, Texas at 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx. (address)

and that is legally described on the attached Exhibit or as follows:

Thompson, BLK 1, LOT 1, Less SW 0.792 Acre Tract & Less 7.09 Acre Tract. 13.5 Acres. T-2-S, BLK 42, SEC 10, (Card #26). 0.82 Acres

B. Seller will sell and convey the Property together with:

- (1) all buildings, improvements, and fixtures;
(2) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
(3) Seller's interest in all leases, rents, and security deposits for all or part of the Property;
(4) Seller's interest in all licenses and permits related to the Property;
(5) Seller's interest in all third party warranties or guaranties, if transferable, relating to the Property or any fixtures;
(6) Seller's interest in any trade names, if transferable, used in connection with the Property; and
(7) all Seller's tangible personal property located on the Property that is used in connection with the Property's operations except:

Any personal property not included in the sale must be removed by Seller prior to closing.

(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)
(If the Property is a condominium, attach Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946).)

3. SALES PRICE: At or before closing, Buyer will pay the following sales price for the Property:

A. Cash portion payable by Buyer at closing \$ 1,700,000.00

B. Sum of all financing described in Paragraph 4 \$

C. Sales price (sum of 3A and 3B) \$ 1,700,000.00

(TXR-1801) 07-08-22 Initialed for Identification by Seller and Buyer SM

Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.

4. FINANCING: Buyer will finance the portion of the sales price under Paragraph 3B as follows:

- A. ~~Third Party Financing:~~ One or more third party loans in the total amount of \$ _____ . This contract:
 - (1) is ~~not~~ contingent upon Buyer obtaining third party financing.
 - (2) is ~~contingent~~ upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. ~~Assumption:~~ In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$ _____ .
- C. ~~Seller Financing:~~ Buyer will deliver a promissory note and deed of trust from Buyer to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$ _____ .

5. EARNEST MONEY:

- A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$17,000.00** as earnest money with Basin Abstract and Title (title company) at **4526 E. University #2A, Odessa, TX.** (address) **Mike Withrow** (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.
- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY, SURVEY, AND UCC SEARCH:

- A. Title Policy:
 - (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
 - (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
 - (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
 - (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
 - (a) will not be amended or deleted from the title policy.
 - (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
 - (3) Within 21 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.B. Survey: Within 60 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. UCC Search:

- (1) Within _____ days after the effective date, Seller, at Seller's expense, will furnish Buyer a Uniform Commercial Code (UCC) search prepared by a reporting service and dated after the effective date. The search must identify documents that are on file with the Texas Secretary of State and the county where the Property is located that relate to all personal property on the Property and show, as debtor, Seller and all other owners of the personal property in the last 5 years.
- (2) Buyer does not require Seller to furnish a UCC search.

D. Buyer's Objections to the Commitment, Survey, and UCC Search:

- (1) Within 21 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, any required survey, and any required UCC search, Buyer may object to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title to the real or personal property described in Paragraph 2 other than those permitted by this contract or liens that Seller will satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) the deadline specified in Paragraph 6B.
- (2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate

Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.

this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6D is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: "As Is, Where Is."

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 250.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 30 days by delivering \$5,000.00 to the title company as additional earnest money.

(a) \$250.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) (Check no boxes or only one box.)

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

(TXR-1801) 07-08-22

Initialed for Identification by Seller _____, _____ and Buyer SM, _____

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Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

- (1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.
- (2) Seller, at Seller's expense, will turn on all utilities necessary for Buyer to make inspections, studies, or assessments.
- (3) Buyer must:
 - (a) employ only trained and qualified inspectors and assessors;
 - (b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;
 - (c) abide by any reasonable entry rules or requirements of Seller;
 - (d) not interfere with existing operations or occupants of the Property; and
 - (e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.
- (4) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

- (1) Delivery of Property Information: Within 21 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession: *(Check all that apply.)*
 - (a) a current rent roll of all leases affecting the Property certified by Seller as true and correct;
 - (b) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;
 - (c) a current inventory of all personal property to be conveyed under this contract and copies of any leases for such personal property;
 - (d) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;
 - (e) copies of all current service, utility, maintenance, and management agreements relating to the ownership and operation of the Property;
 - (f) copies of current utility capacity letters from the Property's water and sewer service provider;
 - (g) copies of all current warranties and guaranties relating to all or part of the Property;
 - (h) copies of fire, hazard, liability, and other insurance policies that currently relate to the Property;
 - (i) copies of all leasing or commission agreements that currently relate to the tenants of all or part of the Property;
 - (j) a copy of the "as-built" plans and specifications and plat of the Property;
 - (k) copies of all invoices for utilities and repairs incurred by Seller for the Property in the 24 months immediately preceding the effective date;
 - (l) a copy of Seller's income and expense statement for the Property from _____ to _____;
 - (m) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.

- (n) real and personal property tax statements for the Property for the previous 2 calendar years;
- (o) Tenant reconciliation statements including, operating expenses, insurance and taxes for the Property from _____ to _____; and
- (p) _____

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any non-occupancy of the leased premises by a tenant;
- (4) any advance sums paid by a tenant under any lease;
- (5) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (6) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938 – Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Kirk Strahan Realty, LLC.

Cooperating Broker: The Havens Group, Inc.

Agent: Kirk Strahan

Agent: Dan Weaver

Address: 3915 Tanglewood Ln.
Odessa, TX. 79762

Address: 6010 E. Hwy. 191, Ste. 145
Odessa, TX. 79762

Phone & Fax: (432)366-5475

Phone & Fax: (432)582-2250

E-mail: kirkstrahanbroker@gmail.com

E-mail: dan.weaver@havensgroup.net

License No.: 536602

License No.: 489947 Agent/ 523430 Corp. Broker

Principal Broker: *(Check only one box)*

Cooperating Broker represents Buyer.

- represents Seller only.
- represents Buyer only.
- is an intermediary between Seller and Buyer.

B. Fees: (Check only (1) or (2) below.)

(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

(1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.

(2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
 3.000 % of the sales price.

The cash fees will be paid in Ector County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.

NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

(1) 30 days after the expiration of the feasibility period.

_____ (specific date).

(2) 7 days after objections made under Paragraph 6D have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.

- C. At closing, Seller will execute and deliver to Buyer, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or Uniform Commercial Code or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) a bill of sale with warranties to title conveying title, free and clear of all liens, to any personal property defined as part of the Property in Paragraph 2 or sold under this contract;
 - (3) an assignment of all leases to or on the Property;
 - (4) to the extent that the following items are assignable, an assignment to Buyer of the following items as they relate to the Property or its operations:
 - (a) licenses and permits;
 - (b) service, utility, maintenance, management, and other contracts; and
 - (c) warranties and guaranties;
 - (5) a rent roll current on the day of the closing certified by Seller as true and correct;
 - (6) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (7) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service together with appropriate tax forms; and
 - (8) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and the issuance of the title policy, all of which must be completed and executed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

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12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

Seller and Buyer agree that Seller will assign all interest in the contract to Permian Basin Area Foundation, dba West Texas Heritage Holdings, Inc. at or prior to closing.

13. SALES EXPENSES:

A. Seller's Expenses: Seller will pay for the following at or before closing:

- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
- (2) release of Seller's loan liability, if applicable;
- (3) tax statements or certificates;
- (4) preparation of the deed and any bill of sale;
- (5) one-half of any escrow fee;
- (6) costs to record any documents to cure title objections that Seller must cure; and
- (7) other expenses that Seller will pay under other provisions of this contract.

B. Buyer's Expenses: Buyer will pay for the following at or before closing:

- (1) all loan expenses and fees;
- (2) preparation fees of any deed of trust;
- (3) recording fees for the deed and any deed of trust;
- (4) premiums for flood and hazard insurance as may be required by Buyer's lender;
- (5) one-half of any escrow fee; and
- (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

A. Prorations:

- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
- (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
- (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.

B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.

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- C. **Rent and Security Deposits:** At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(4) which Seller may pursue, or
(Check if applicable)
 enforce specific performance, or seek such other relief as may be provided by law.
- B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) extend the time for performance up to 15 days and the closing will be extended as necessary.
- C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:
(1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
(2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CASUALTY LOSS AND CONDEMNATION:

- A. If any part of the Property is damaged or destroyed by fire or other casualty after the effective date, Seller must restore the Property to its previous condition as soon as reasonably possible and not later than the closing date. If, without fault, Seller is unable to do so, Buyer may:
(1) terminate this contract and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer;
(2) extend the time for performance up to 15 days and closing will be extended as necessary; or
(3) accept at closing: (i) the Property in its damaged condition; (ii) an assignment of any insurance proceeds Seller is entitled to receive along with the insurer's consent to the assignment; and (iii) a credit to the sales price in the amount of any unpaid deductible under the policy for the loss.
- B. If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:
(1) terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer; or
(2) appear and defend the condemnation proceedings and any award will, at Buyer's election, belong to: (a) Seller and the sales price will be reduced by the same amount; or (b) Buyer and the sales price will not be reduced.

- 17. ATTORNEY'S FEES:** If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

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Commercial Contract - Improved Property concerning 5308 Andrews Hwy. & 211 E. 52nd St., Odessa, Tx.**18. ESCROW:**

- A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.
- B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.
- C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.
- D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.
- E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.
- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;

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- (10) any material physical defects in the improvements on the Property; or
 (11) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(11) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.

- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
 B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.
- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.
- D. Addenda which are part of this contract are: *(Check all that apply.)*
- (1) Property Description Exhibit identified in Paragraph 2;
 (2) Commercial Contract Condominium Addendum (TXR-1930) or (TXR-1946);
 (3) Commercial Contract Financing Addendum (TXR-1931);
 (4) Commercial Property Condition Statement (TXR-1408);
 (5) Commercial Contract Addendum for Special Provisions (TXR-1940);
 (6) Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906);
 (7) Notice to Purchaser of Real Property in a Water District (MUD);
 (8) Addendum for Coastal Area Property (TXR-1915);
 (9) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
 (10) Information About Brokerage Services (TXR-2501);
 (11) Information About Mineral Clauses in Contract Forms (TXR-2509);
 (12) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID);
 (13) **Exhibit 'A'**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

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E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all of Buyer's obligations under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.

B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.

C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135, Texas Natural Resources Code, requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).

E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).

F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.

G. If apartments or other residential units are on the Property and the units were built before 1978, federal law requires a lead-based paint and hazard disclosure statement to be made part of this contract (*the Addendum for Seller's Disclosure of Information on Lead-Based Paint and Lead-Based Paint Hazards (TXR-1906) may be used*).

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- H. Section 1958.154, Occupations Code requires Seller to provide Buyer a copy of any mold remediation certificate issued for the Property during the 5 years preceding the date the Seller sells the Property.
- I. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- J. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- K. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on February 29, 2024, the offer will lapse and become null and void.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. CONSULT your attorney BEFORE signing.

Sellers: Saulsbury Industries, Inc. Successor in interest to Saulsbury Electric Co. Inc.

Buyer: Ector County Independent School District

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): Scott Muni
Printed Name: Scott Muni 2/14/2024
Title: Superintendent

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

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AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Buyer's attorney: Tatiana Dennis and Jimmy Peacock

Atkins, Hollmann, Jones, Peacock, Lewis & Lyon

Address: _____

Address: 3800 E. 42nd Street, Suite 500

Odessa, TX. 79762

Phone & Fax: _____

Phone & Fax: (432)331-1600 (432)363-1310

E-mail: _____

E-mail: tdennis@odessalawfirm.com

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

Exhibit 'A'





Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:


- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

The Havens Group, Inc.	523430	janice.havens@havensgroup.net	(432)582-2250
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Janice Havens	441019	janice.havens@havensgroup.net	(432)582-2250
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Dan Weaver	489947	dan.weaver@havensgroup.net	(432)582-2250
Sales Agent/Associate's Name	License No.	Email	Phone
		2/14/2024	
Buyer/Tenant/Seller/Landlord Initials		Date	

Regulated by the Texas Real Estate Commission

TXR-2501

The Havens Group, Inc. 6010 E Hwy 191 Ste 145 Odessa, TX 79762
Cory Bynum

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Produced with Lone Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201 www.lwolf.com

Information available at www.trec.texas.gov

IABS 1-0 Date

5308 Andrews H

Phone: (432)582-2250 Fax:



COMMERCIAL CONTRACT - UNIMPROVED PROPERTY

USE OF THIS FORM BY PERSONS WHO ARE NOT MEMBERS OF THE TEXAS ASSOCIATION OF REALTORS®, INC. IS NOT AUTHORIZED.
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1. **PARTIES:** Seller agrees to sell and convey to Buyer the Property described in Paragraph 2. Buyer agrees to buy the Property from Seller for the sales price stated in Paragraph 3. The parties to this contract are:

Seller: **158 LLC.**

Address: **305 E. 57th Street, Odessa, TX 79762**

Phone: _____ E-mail: **kirkstrahanbroker@gmail.com**

Mobile: _____ Fax or Other: _____

Buyer: **Ector County Independent School District**

Address: **802 N. Sam Houston , Odessa, TX 79761**

Phone: _____ E-mail: **dan.weaver@havensgroup.net**

Mobile: _____ Fax or Other: _____

2. **PROPERTY:**

A. "Property" means that real property situated in Ector County, Texas at Andrews Hwy., Odessa, TX. (address) and that is legally described on the attached Exhibit _____ or as follows: **Thompson, BLK 1, 7.09 Acres out of Lot 1**

- B. Seller will sell and convey the Property together with:
 - (1) all rights, privileges, and appurtenances pertaining to the Property, including Seller's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way;
 - (2) Seller's interest in all leases, rents, and security deposits for all or part of the Property; and
 - (3) Seller's interest in all licenses and permits related to the Property.

*(Describe any exceptions, reservations, or restrictions in Paragraph 12 or an addendum.)
(If mineral rights are to be reserved an appropriate addendum should be attached.)*

3. **SALES PRICE:**

A. At or before closing, Buyer will pay the following sales price for the Property:

- (1) Cash portion payable by Buyer at closing \$ **500,000.00**
- (2) Sum of all financing described in Paragraph 4 \$ _____
- (3) Sales price (sum of 3A(1) and 3A(2)) \$ **500,000.00**

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

B. Adjustment to Sales Price: (Check (1) or (2) only.)

- (1) The sales price will not be adjusted based on a survey.
- (2) The sales price will be adjusted based on the latest survey obtained under Paragraph 6B.

(a) The sales price is calculated on the basis of \$_____ per:

- (i) square foot of total area net area.
- (ii) acre of total area net area.

(b) "Total area" means all land area within the perimeter boundaries of the Property. "Net area" means total area less any area of the Property within:

- (i) public roadways;
- (ii) rights-of-way and easements other than those that directly provide utility services to the Property; and
- (iii) _____

(c) If the sales price is adjusted by more than _____ % of the stated sales price, either party may terminate this contract by providing written notice to the other party within _____ days after the terminating party receives the survey. If neither party terminates this contract or if the variance is less than the stated percentage, the adjustment to the sales price will be made to the cash portion of the sales price payable by Buyer.

4. **FINANCING:** Buyer will finance the portion of the sales price under Paragraph 3A(2) as follows:

- A. Third Party Financing: One or more third party loans in the total amount of \$_____. This contract:
 - (1) is not contingent upon Buyer obtaining third party financing.
 - (2) is contingent upon Buyer obtaining third party financing in accordance with the attached Commercial Contract Financing Addendum (TXR-1931).
- B. Assumption: In accordance with the attached Commercial Contract Financing Addendum (TXR-1931), Buyer will assume the existing promissory note secured by the Property, which balance at closing will be \$_____.
- C. Seller Financing: Buyer will deliver a promissory note and deed of trust to Seller under the terms of the attached Commercial Contract Financing Addendum (TXR-1931) in the amount of \$_____.

5. **EARNEST MONEY:**

- A. Not later than 3 days after the effective date, Buyer must deposit \$ **\$5,000.00** _____ as earnest money with **Basin Abstract and Title** _____ (title company) at **4526 E. University, #2A, Odessa, TX.** _____ (address) **Mike Withrow** _____ (closer). If Buyer fails to timely deposit the earnest money, Seller may terminate this contract or exercise any of Seller's other remedies under Paragraph 15 by providing written notice to Buyer before Buyer deposits the earnest money.
- B. Buyer will deposit an additional amount of \$ _____ with the title company to be made part of the earnest money on or before:
 - (i) _____ days after Buyer's right to terminate under Paragraph 7B expires; or
 - (ii) _____.
 Buyer will be in default if Buyer fails to deposit the additional amount required by this Paragraph 5B within 3 days after Seller notifies Buyer that Buyer has not timely deposited the additional amount.

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

- C. Buyer may instruct the title company to deposit the earnest money in an interest-bearing account at a federally insured financial institution and to credit any interest to Buyer.

6. TITLE POLICY AND SURVEY:

A. Title Policy:

- (1) Seller, at Seller's expense, will furnish Buyer an Owner's Policy of Title Insurance (the title policy) issued by any underwriter of the title company in the amount of the sales price, dated at or after closing, insuring Buyer against loss under the title policy, subject only to:
- (a) those title exceptions permitted by this contract or as may be approved by Buyer in writing; and
- (b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.
- (2) The standard printed exception as to discrepancies, conflicts, or shortages in area and boundary lines, or any encroachments or protrusions, or any overlapping improvements:
- (a) will not be amended or deleted from the title policy.
- (b) will be amended to read "shortages in areas" at the expense of Buyer Seller.
- (3) Within 21 days after the effective date, Seller will furnish Buyer a commitment for title insurance (the commitment) including legible copies of recorded documents evidencing title exceptions. Seller authorizes the title company to deliver the commitment and related documents to Buyer at Buyer's address.

B. Survey: Within 60 days after the effective date:

- (1) Buyer will obtain a survey of the Property at Buyer's expense and deliver a copy of the survey to Seller. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition. Seller will reimburse Buyer _____ (*insert amount*) of the cost of the survey at closing, if closing occurs.
- (2) Seller, at Seller's expense, will furnish Buyer a survey of the Property dated after the effective date. The survey must be made in accordance with the: (i) ALTA/NSPS Land Title Survey standards, or (ii) Texas Society of Professional Surveyors' standards for a Category 1A survey under the appropriate condition.
- (3) Seller will deliver to Buyer and the title company a true and correct copy of Seller's most recent survey of the Property along with an affidavit required by the title company for approval of the existing survey. If the existing survey is not acceptable to the title company, Seller Buyer (updating party), will, at the updating party's expense, obtain a new or updated survey acceptable to the title company and deliver the acceptable survey to the other party and the title company within 30 days after the title company notifies the parties that the existing survey is not acceptable to the title company. The closing date will be extended daily up to 30 days if necessary for the updating party to deliver an acceptable survey within the time required. The other party will reimburse the updating party _____ (*insert amount or percentage*) of the cost of the new or updated survey at closing, if closing occurs.

C. Buyer's Objections to the Commitment and Survey:

- (1) Within 21 days after Buyer receives the last of the commitment, copies of the documents evidencing the title exceptions, and any required survey, Buyer may object in writing to matters disclosed in the items if: (a) the matters disclosed are a restriction upon the Property or constitute a defect or encumbrance to title other than those permitted by this contract or liens that Seller will

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

satisfy at closing or Buyer will assume at closing; or (b) the items show that any part of the Property lies in a special flood hazard area (an "A" or "V" zone as defined by FEMA). If the commitment or survey is revised or any new document evidencing a title exception is delivered, Buyer may object in writing to any new matter revealed in such revision or new document. Buyer's objection must be made within the same number of days stated in this paragraph, beginning when the revision or new document is delivered to Buyer. If Paragraph 6B(1) applies, Buyer is deemed to receive the survey on the earlier of: (i) the date Buyer actually receives the survey; or (ii) of the deadline specified in Paragraph 6B.

(2) Seller may, but is not obligated to, cure Buyer's timely objections within 15 days after Seller receives the objections. The closing date will be extended as necessary to provide such time to cure the objections. If Seller fails to cure the objections by the time required, Buyer may terminate this contract by providing written notice to Seller within 5 days after the time by which Seller must cure the objections. If Buyer terminates, the earnest money, less any independent consideration under Paragraph 7B(1), will be refunded to Buyer.

(3) Buyer's failure to timely object or terminate under this Paragraph 6C is a waiver of Buyer's right to object except that Buyer will not waive the requirements in Schedule C of the commitment.

7. PROPERTY CONDITION:

A. Present Condition: Buyer accepts the Property in its present condition except that Seller, at Seller's expense, will complete the following before closing: "As Is, Where Is."

B. Feasibility Period: Buyer may terminate this contract for any reason within 60 days after the effective date (feasibility period) by providing Seller written notice of termination.

(1) Independent Consideration. (Check only one box and insert amounts.)

(a) If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer less \$ 250.00 that Seller will retain as independent consideration for Buyer's unrestricted right to terminate. Buyer has tendered the independent consideration to Seller upon payment of the amount specified in Paragraph 5A to the title company. The independent consideration is to be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(1) or if Buyer fails to deposit the earnest money, Buyer will not have the right to terminate under this Paragraph 7B.

(b) Not later than 3 days after the effective date, Buyer must pay \$ _____ as independent consideration for Buyer's right to terminate by tendering such amount to the title company. Buyer authorizes escrow agent to release and deliver the independent consideration to Seller at any time upon Seller's request without further notice to or consent from Buyer. If Buyer terminates under this Paragraph 7B, the earnest money will be refunded to Buyer and Seller will retain the independent consideration. The independent consideration will be credited to the sales price only upon closing of the sale. If no dollar amount is stated in this Paragraph 7B(2) or if Buyer fails to pay the independent consideration, Buyer will not have the right to terminate under this Paragraph 7B.

(2) Feasibility Period Extension: Prior to the expiration of the initial feasibility period, Buyer may extend the feasibility period for a single additional period of 30 days by delivering \$5,000.00 to the title company as additional earnest money.

(a) \$250.00 of the additional earnest money will be retained by Seller as additional independent consideration for Buyer's unrestricted right to terminate, but will be credited to the

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

sales price only upon closing of the sale. If Buyer terminates under this Paragraph 7B, the additional earnest money will be refunded to Buyer and Seller will retain the additional independent consideration.

(b) Buyer authorizes escrow agent to release and deliver to Seller the following at any time upon Seller's request without further notice to or consent from Buyer:

(i) The additional independent consideration.

(ii) *(Check no boxes or only one box.)*

all or \$ _____ of the remaining portion of the additional earnest money, which will be refunded to Buyer if Buyer terminates under this Paragraph 7B or if Seller defaults under this contract.

If no dollar amount is stated in this Paragraph 7B(2) as additional earnest money or as additional independent consideration, or if Buyer fails to timely deliver the additional earnest money, the extension of the feasibility period will not be effective.

C. Inspections, Studies, or Assessments:

(1) During the feasibility period, Buyer, at Buyer's expense, may complete or cause to be completed any and all inspections, studies, or assessments of the Property (including all improvements and fixtures) desired by Buyer.

(2) Buyer must:

(a) employ only trained and qualified inspectors and assessors;

(b) notify Seller, in advance, of when the inspectors or assessors will be on the Property;

(c) abide by any reasonable entry rules or requirements of Seller;

(d) not interfere with existing operations or occupants of the Property; and

(e) restore the Property to its original condition if altered due to inspections, studies, or assessments that Buyer completes or causes to be completed.

(3) Except for those matters that arise from the negligence of Seller or Seller's agents, Buyer is responsible for any claim, liability, encumbrance, cause of action, and expense resulting from Buyer's inspections, studies, or assessments, including any property damage or personal injury. Buyer will indemnify, hold harmless, and defend Seller and Seller's agents against any claim involving a matter for which Buyer is responsible under this paragraph. This paragraph survives termination of this contract.

D. Property Information:

(1) Delivery of Property Information: Within 10 days after the effective date, Seller will deliver to Buyer the following to the extent in Seller's possession or control: *(Check all that apply.)*

(a) copies of all current leases, including any mineral leases, pertaining to the Property, including any modifications, supplements, or amendments to the leases;

(b) copies of all notes and deeds of trust against the Property that Buyer will assume or that Seller will not pay in full on or before closing;

(c) copies of all previous environmental assessments, geotechnical reports, studies, or analyses made on or relating to the Property;

(d) copies property tax statements for the Property for the previous 2 calendar years;

(e) plats of the Property;

(f) copies of current utility capacity letters from the Property's water and sewer service provider; and

(g) _____

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

(2) Return of Property Information: If this contract terminates for any reason, Buyer will, not later than 10 days after the termination date: *(Check all that apply.)*

- (a) return to Seller all those items described in Paragraph 7D(1) that Seller delivered to Buyer in other than an electronic format and all copies that Buyer made of those items;
- (b) delete or destroy all electronic versions of those items described in Paragraph 7D(1) that Seller delivered to Buyer or Buyer copied in any format; and
- (c) deliver to Seller copies of all inspection and assessment reports related to the Property that Buyer completed or caused to be completed.

This Paragraph 7D(2) survives termination of this contract.

E. Contracts Affecting Operations: Until closing, Seller: (1) will operate the Property in the same manner as on the effective date under reasonably prudent business standards; and (2) will not transfer or dispose of any part of the Property, any interest or right in the Property, or any of the personal property or other items described in Paragraph 2B or sold under this contract. After the feasibility period ends, Seller may not enter into, amend, or terminate any other contract that affects the operations of the Property without Buyer's written approval.

8. LEASES:

A. Each written lease Seller is to assign to Buyer under this contract must be in full force and effect according to its terms. Seller may not enter into any new lease, fail to comply with any existing lease, or make any amendment or modification to any existing lease without Buyer's written consent. Seller must disclose, in writing, if any of the following exist at the time Seller provides the leases to the Buyer or subsequently occur before closing:

- (1) any failure by Seller to comply with Seller's obligations under the leases;
- (2) any circumstances under any lease that entitle the tenant to terminate the lease or seek any offsets or damages;
- (3) any advance sums paid by a tenant under any lease;
- (4) any concessions, bonuses, free rents, rebates, brokerage commissions, or other matters that affect any lease; and
- (5) any amounts payable under the leases that have been assigned or encumbered, except as security for loan(s) assumed or taken subject to under this contract.

B. Estoppel Certificates: Within _____ days after the effective date, Seller will deliver to Buyer estoppel certificates signed not earlier than _____ by each tenant that leases space in the Property. The estoppel certificates must include the certifications contained in the current version of TXR Form 1938—Commercial Tenant Estoppel Certificate and any additional information requested by a third party lender providing financing under Paragraph 4 if the third party lender requests such additional information at least 10 days prior to the earliest date that Seller may deliver the signed estoppel certificates.

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Initialed for Identification by Seller _____, _____ and Buyer ^{DS} SM _____

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Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

9. BROKERS:

A. The brokers to this sale are:

Principal Broker: Kirk Strahan Realty, LLC.
Agent: Kirk Strahan
Address: 3915 Tanglewood Ln.
Odessa, TX. 79762
Phone & Fax: (432)366-5475
E-mail: kirkstrahanbroker@gmail.com
License No.: 536602

Cooperating Broker: The Havens Group, Inc.
Lic. 523430
Agent: Dan Weaver
Address: 6010 E. Hwy. 191, Ste. 145
Odessa, TX. 79762
Phone & Fax: (432)582-2250
E-mail: dan.weaver@havensgroup.net
License No.: 489947

Principal Broker: (Check only one box)
 represents Seller only.
 represents Buyer only.
 is an intermediary between Seller and Buyer.

Cooperating Broker represents Buyer.

B. Fees: (Check only (1) or (2) below.)
(Complete the Agreement Between Brokers on page 14 only if (1) is selected.)

- (1) Seller will pay Principal Broker the fee specified by separate written commission agreement between Principal Broker and Seller. Principal Broker will pay Cooperating Broker the fee specified in the Agreement Between Brokers found below the parties' signatures to this contract.
- (2) At the closing of this sale, Seller will pay:

Principal Broker a total cash fee of:
 3.000 % of the sales price.

Cooperating Broker a total cash fee of:
 3.000 % of the sales price.

The cash fees will be paid in Ector County, Texas. Seller authorizes the title company to pay the brokers from the Seller's proceeds at closing.
NOTICE: Chapter 62, Texas Property Code, authorizes a broker to secure an earned commission with a lien against the Property.

C. The parties may not amend this Paragraph 9 without the written consent of the brokers affected by the amendment.

10. CLOSING:

A. The date of the closing of the sale (closing date) will be on or before the later of:

- (1) 15 days after the expiration of the feasibility period.
 _____ (specific date).

(2) 7 days after objections made under Paragraph 6C have been cured or waived.

B. If either party fails to close by the closing date, the non-defaulting party may exercise the remedies in Paragraph 15.

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

- C. At closing, Seller will execute and deliver, at Seller's expense, a general special warranty deed. The deed must include a vendor's lien if any part of the sales price is financed. The deed must convey good and indefeasible title to the Property and show no exceptions other than those permitted under Paragraph 6 or other provisions of this contract. Seller must convey the Property:
- (1) with no liens, assessments, or other security interests against the Property which will not be satisfied out of the sales price, unless securing loans Buyer assumes;
 - (2) without any assumed loans in default; and
 - (3) with no persons in possession of any part of the Property as lessees, tenants at sufferance, or trespassers except tenants under the written leases assigned to Buyer under this contract.
- D. At closing, Seller, at Seller's expense, will also deliver to Buyer:
- (1) tax statements showing no delinquent taxes on the Property;
 - (2) an assignment of all leases to or on the Property;
 - (3) to the extent assignable, an assignment to Buyer of any licenses and permits related to the Property;
 - (4) evidence that the person executing this contract is legally capable and authorized to bind Seller;
 - (5) an affidavit acceptable to the title company stating that Seller is not a foreign person or, if Seller is a foreign person, a written authorization for the title company to: (i) withhold from Seller's proceeds an amount sufficient to comply with applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
 - (6) any notices, statements, certificates, affidavits, releases, and other documents required by this contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Seller as necessary.
- E. At closing, Buyer will:
- (1) pay the sales price in good funds acceptable to the title company;
 - (2) deliver evidence that the person executing this contract is legally capable and authorized to bind Buyer;
 - (3) sign and send to each tenant in a lease for any part of the Property a written statement that:
 - (a) acknowledges Buyer has received and is responsible for the tenant's security deposit; and
 - (b) specifies the exact dollar amount of the security deposit;
 - (4) sign an assumption of all leases then in effect; and
 - (5) execute and deliver any notices, statements, certificates, or other documents required by this contract or law necessary to close the sale.
- F. Unless the parties agree otherwise, the closing documents will be as found in the basic forms in the current edition of the State Bar of Texas Real Estate Forms Manual without any additional clauses.

11. POSSESSION: Seller will deliver possession of the Property to Buyer upon closing and funding of this sale in its present condition with any repairs Seller is obligated to complete under this contract, ordinary wear and tear excepted. Any possession by Buyer before closing or by Seller after closing that is not authorized by a separate written lease agreement is a landlord-tenant at sufferance relationship between the parties.

12. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this contract. *(If special provisions are contained in an Addendum, identify the Addendum here and reference the Addendum in Paragraph 22D.)*

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.**13. SALES EXPENSES:**

- A. Seller's Expenses: Seller will pay for the following at or before closing:
- (1) releases of existing liens, other than those liens assumed by Buyer, including prepayment penalties and recording fees;
 - (2) release of Seller's loan liability, if applicable;
 - (3) tax statements or certificates;
 - (4) preparation of the deed;
 - (5) one-half of any escrow fee;
 - (6) costs to record any documents to cure title objections that Seller must cure; and
 - (7) other expenses that Seller will pay under other provisions of this contract.
- B. Buyer's Expenses: Buyer will pay for the following at or before closing:
- (1) all loan expenses and fees;
 - (2) preparation of any deed of trust;
 - (3) recording fees for the deed and any deed of trust;
 - (4) premiums for flood insurance as may be required by Buyer's lender;
 - (5) one-half of any escrow fee;
 - (6) other expenses that Buyer will pay under other provisions of this contract.

14. PRORATIONS:

- A. Prorations:
- (1) Interest on any assumed loan, taxes, rents, and any expense reimbursements from tenants will be prorated through the closing date.
 - (2) If the amount of ad valorem taxes for the year in which the sale closes is not available on the closing date, taxes will be prorated on the basis of taxes assessed in the previous year. If the taxes for the year in which the sale closes vary from the amount prorated at closing, the parties will adjust the prorations when the tax statements for the year in which the sale closes become available. This Paragraph 14A(2) survives closing.
 - (3) If Buyer assumes a loan or is taking the Property subject to an existing lien, Seller will transfer all reserve deposits held by the lender for the payment of taxes, insurance premiums, and other charges to Buyer at closing and Buyer will reimburse such amounts to Seller by an appropriate adjustment at closing.
- B. Rollback Taxes: If Seller's use or change in use of the Property before closing results in the assessment of additional taxes, penalties, or interest (assessments) for periods before closing, the assessments will be the obligation of the Seller. If this sale or Buyer's use of the Property after closing results in additional assessments for periods before closing, the assessments will be the obligation of Buyer. This Paragraph 14B survives closing.
- C. Rent and Security Deposits: At closing, Seller will tender to Buyer all security deposits and the following advance payments received by Seller for periods after closing: prepaid expenses, advance rental payments, and other advance payments paid by tenants. Rents prorated to one party but received by the other party will be remitted by the recipient to the party to whom it was prorated within 5 days after the rent is received. This Paragraph 14C survives closing.

15. DEFAULT:

- A. If Buyer fails to comply with this contract, Buyer is in default and Seller, as Seller's sole remedy(ies), may terminate this contract and receive the earnest money, as liquidated damages for Buyer's failure

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Initialed for Identification by Seller _____, _____ and Buyer ^{DS} SM, _____

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Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

except for any damages resulting from Buyer's inspections, studies or assessments in accordance with Paragraph 7C(3) which Seller may pursue; or
(Check if applicable)

enforce specific performance, or seek such other relief as may be provided by law.

B. If, without fault, Seller is unable within the time allowed to deliver the estoppel certificates, survey or the commitment, Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) extend the time for performance up to 15 days and the closing will be extended as necessary.

C. Except as provided in Paragraph 15B, if Seller fails to comply with this contract, Seller is in default and Buyer may:

- (1) terminate this contract and receive the earnest money, less any independent consideration under Paragraph 7B(1), as liquidated damages and as Buyer's sole remedy; or
- (2) enforce specific performance, or seek such other relief as may be provided by law, or both.

16. CONDEMNATION: If before closing, condemnation proceedings are commenced against any part of the Property, Buyer may:

A. terminate this contract by providing written notice to Seller within 15 days after Buyer is advised of the condemnation proceedings and the earnest money, less any independent consideration paid under Paragraph 7B(1), will be refunded to Buyer; or

B. appear and defend in the condemnation proceedings and any award will, at Buyer's election, belong to:

- (1) Seller and the sales price will be reduced by the same amount; or
- (2) Buyer and the sales price will not be reduced.

17. ATTORNEY'S FEES: If Buyer, Seller, any broker, or the title company is a prevailing party in any legal proceeding brought under or with relation to this contract or this transaction, such party is entitled to recover from the non-prevailing parties all costs of such proceeding and reasonable attorney's fees. This Paragraph 17 survives termination of this contract.

18. ESCROW:

A. At closing, the earnest money will be applied first to any cash down payment, then to Buyer's closing costs, and any excess will be refunded to Buyer. If no closing occurs, the title company may require payment of unpaid expenses incurred on behalf of the parties and a written release of liability of the title company from all parties.

B. If one party makes written demand for the earnest money, the title company will give notice of the demand by providing to the other party a copy of the demand. If the title company does not receive written objection to the demand from the other party within 15 days after the date the title company sent the demand to the other party, the title company may disburse the earnest money to the party making demand, reduced by the amount of unpaid expenses incurred on behalf of the party receiving the earnest money and the title company may pay the same to the creditors.

C. The title company will deduct any independent consideration under Paragraph 7B(1) before disbursing any earnest money to Buyer and will pay the independent consideration to Seller.

D. If the title company complies with this Paragraph 18, each party hereby releases the title company from all claims related to the disbursement of the earnest money.

E. Notices under this Paragraph 18 must be sent by certified mail, return receipt requested. Notices to the title company are effective upon receipt by the title company.

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Initialed for Identification by Seller _____, _____ and Buyer ^{DS} SM, _____

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Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

- F. Any party who wrongfully fails or refuses to sign a release acceptable to the title company within 7 days after receipt of the request will be liable to the other party for: (i) damages; (ii) the earnest money; (iii) reasonable attorney's fees; and (iv) all costs of suit.
- G. Seller Buyer intend(s) to complete this transaction as a part of an exchange of like-kind properties in accordance with Section 1031 of the Internal Revenue Code, as amended. All expenses in connection with the contemplated exchange will be paid by the exchanging party. The other party will not incur any expense or liability with respect to the exchange. The parties agree to cooperate fully and in good faith to arrange and consummate the exchange so as to comply to the maximum extent feasible with the provisions of Section 1031 of the Internal Revenue Code. The other provisions of this contract will not be affected in the event the contemplated exchange fails to occur.

19. MATERIAL FACTS: To the best of Seller's knowledge and belief: *(Check only one box.)*

- A. Seller is not aware of any material defects to the Property except as stated in the attached Commercial Property Condition Statement (TXR-1408).
- B. Except as otherwise provided in this contract, Seller is not aware of:
- (1) any subsurface: structures, pits, waste, springs, or improvements;
 - (2) any pending or threatened litigation, condemnation, or assessment affecting the Property;
 - (3) any environmental hazards or conditions that materially affect the Property;
 - (4) whether the Property is or has been used for the storage or disposal of hazardous materials or toxic waste, a dump site or landfill, or any underground tanks or containers;
 - (5) whether radon, asbestos containing materials, urea-formaldehyde foam insulation, lead-based paint, toxic mold (to the extent that it adversely affects the health of ordinary occupants), or other pollutants or contaminants of any nature now exist or ever existed on the Property;
 - (6) any wetlands, as defined by federal or state law or regulation, on the Property;
 - (7) any threatened or endangered species or their habitat on the Property;
 - (8) any present or past infestation of wood-destroying insects in the Property's improvements;
 - (9) any contemplated material changes to the Property or surrounding area that would materially and detrimentally affect the ordinary use of the Property;
 - (10) any condition on the Property that violates any law or ordinance.

(Describe any exceptions to (1)-(10) in Paragraph 12 or an addendum.)

20. NOTICES: All notices between the parties under this contract must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to the parties addresses or facsimile numbers stated in Paragraph 1. The parties will send copies of any notices to the broker representing the party to whom the notices are sent.


- A. Seller also consents to receive any notices by e-mail at Seller's e-mail address stated in Paragraph 1.
- B. Buyer also consents to receive any notices by e-mail at Buyer's e-mail address stated in Paragraph 1.

21. DISPUTE RESOLUTION: The parties agree to negotiate in good faith in an effort to resolve any dispute related to this contract that may arise. If the dispute cannot be resolved by negotiation, the parties will submit the dispute to mediation before resorting to arbitration or litigation and will equally share the costs of a mutually acceptable mediator. This paragraph survives termination of this contract. This paragraph does not preclude a party from seeking equitable relief from a court of competent jurisdiction.

22. AGREEMENT OF THE PARTIES:

- A. This contract is binding on the parties, their heirs, executors, representatives, successors, and permitted assigns. This contract is to be construed in accordance with the laws of the State of Texas. If any term or condition of this contract shall be held to be invalid or unenforceable, the remainder of this

(TXR-1802) 07-08-22

Initialed for Identification by Seller _____, _____ and Buyer  _____

Page 11 of 15

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

contract shall not be affected thereby. All individuals signing represent that they have the authority to sign on behalf of and bind the party for whom they are signing.

- B. This contract contains the entire agreement of the parties and may not be changed except in writing.
- C. If this contract is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

D. Addenda which are part of this contract are: *(Check all that apply.)*

- (1) Property Description Exhibit identified in Paragraph 2;
- (2) Commercial Contract Financing Addendum (TXR-1931);
- (3) Commercial Property Condition Statement (TXR-1408);
- (4) Commercial Contract Addendum for Special Provisions (TXR-1940);
- (5) Notice to Purchaser of Real Property in a Water District (MUD);
- (6) Addendum for Coastal Area Property (TXR-1915);
- (7) Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916);
- (8) Information About Brokerage Services (TXR-2501);
- (9) Information About Mineral Clauses in Contract Forms (TXR-2509);
- (10) Notice of Obligation to Pay Improvement District Assessment (TXR-1955, PID); and
- (11) **Exhibit 'A'**

(Note: Counsel for Texas REALTORS® has determined that any of the foregoing addenda which are promulgated by the Texas Real Estate Commission (TREC) or published by Texas REALTORS® are appropriate for use with this form.)

- E. Buyer may may not assign this contract. If Buyer assigns this contract, Buyer will be relieved of any future liability under this contract only if the assignee assumes, in writing, all obligations and liability of Buyer under this contract.

23. TIME: Time is of the essence in this contract. The parties require strict compliance with the times for performance. If the last day to perform under a provision of this contract falls on a Saturday, Sunday, or federal reserve bank holiday, the time for performance is extended until the end of the next day which is not a Saturday, Sunday, or federal reserve bank holiday.

24. EFFECTIVE DATE: The effective date of this contract for the purpose of performance of all obligations is the date the title company receipts this contract after all parties execute this contract.

25. ADDITIONAL NOTICES:

- A. Buyer should have an abstract covering the Property examined by an attorney of Buyer's selection, or Buyer should be furnished with or obtain a title policy.
- B. If the Property is situated in a utility or other statutorily created district providing water, sewer, drainage, or flood control facilities and services, Chapter 49, Texas Water Code, requires Seller to deliver and Buyer to sign the statutory notice relating to the tax rate, bonded indebtedness, or standby fees of the district before final execution of this contract.
- C. Notice Required by §13.257, Water Code: "The real property, described below, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property." The real property is described in Paragraph 2 of this contract.

- D. If the Property adjoins or shares a common boundary with the tidally influenced submerged lands of the state, §33.135 of the Texas Natural Resources Code requires a notice regarding coastal area property to be included as part of this contract (*the Addendum for Coastal Area Property (TXR-1915) may be used*).
- E. If the Property is located seaward of the Gulf Intracoastal Waterway, §61.025, Texas Natural Resources Code, requires a notice regarding the seaward location of the Property to be included as part of this contract (*the Addendum for Property Located Seaward of the Gulf Intracoastal Waterway (TXR-1916) may be used*).
- F. If the Property is located outside the limits of a municipality, the Property may now or later be included in the extra-territorial jurisdiction (ETJ) of a municipality and may now or later be subject to annexation by the municipality. Each municipality maintains a map that depicts its boundaries and ETJ. To determine if the Property is located within a municipality's ETJ, Buyer should contact all municipalities located in the general proximity of the Property for further information.
- G. Brokers are not qualified to perform property inspections, surveys, engineering studies, environmental assessments, or inspections to determine compliance with zoning, governmental regulations, or laws. Buyer should seek experts to perform such services. Buyer should review local building codes, ordinances and other applicable laws to determine their effect on the Property. Selection of experts, inspectors, and repairmen is the responsibility of Buyer and not the brokers. Brokers are not qualified to determine the credit worthiness of the parties.
- H. NOTICE OF WATER LEVEL FLUCTUATIONS: If the Property adjoins an impoundment of water, including a reservoir or lake, constructed and maintained under Chapter 11, Water Code, that has a storage capacity of at least 5,000 acre-feet at the impoundment's normal operating level, Seller hereby notifies Buyer: "The water level of the impoundment of water adjoining the Property fluctuates for various reasons, including as a result of: (1) an entity lawfully exercising its right to use the water stored in the impoundment; or (2) drought or flood conditions."
- I. PUBLIC IMPROVEMENT DISTRICTS: If the Property is in a public improvement district, Seller is required by §5.014, Property Code to give Buyer a written notice concerning the obligation to pay assessments. The form of the required notice is available as a part of the Notice of Obligation to Pay Improvement District Assessment (TXR-1955).
- J. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale. Disclose if applicable: _____.

26. CONTRACT AS OFFER: The execution of this contract by the first party constitutes an offer to buy or sell the Property. Unless the other party accepts the offer by 5:00 p.m., in the time zone in which the Property is located, on February 29, 2024, the offer will lapse and become null and void.

Commercial Contract - Unimproved Property concerning Andrews Hwy., Odessa, TX.

READ THIS CONTRACT CAREFULLY. The brokers and agents make no representation or recommendation as to the legal sufficiency, legal effect, or tax consequences of this document or transaction. **CONSULT** your attorney **BEFORE** signing.

Seller: 158 LLC.

Buyer: Ector County Independent School District

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): Scott Muri
Printed Name: Scott Muri 2/14/2024
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

By: _____
By (signature): _____
Printed Name: _____
Title: _____

Commercial Contract -Unimproved Property concerning Andrews Hwy., Odessa, TX.

AGREEMENT BETWEEN BROKERS

(use only if Paragraph 9B(1) is effective)

Principal Broker agrees to pay _____ (Cooperating Broker) a fee when the Principal Broker's fee is received. The fee to be paid to Cooperating Broker will be:

- \$ _____, or
- _____ % of the sales price, or
- _____ % of the Principal Broker's fee.

The title company is authorized and directed to pay Cooperating Broker from Principal Broker's fee at closing. This Agreement Between Brokers supersedes any prior offers and agreements for compensation between brokers.

Principal Broker: _____ Cooperating Broker: _____

By: _____ By: _____

ATTORNEYS

Seller's attorney: _____

Address: _____

Phone & Fax: _____

E-mail: _____

Seller's attorney requests copies of documents, notices, and other information:

- the title company sends to Seller.
- Buyer sends to Seller.

Buyer's attorney: Tatiana Dennis and Jimmy Peacock

Atkins, Hollmann, Jones, Peacock, Lewis & Lyon

Address: 3800 E. 42nd Street, Suite 500

Odessa TX. 79761

Phone & Fax: (432)331-1600 (432)363-1310

E-mail: tdennis@odessalawfirm.com

Buyer's attorney requests copies of documents, notices, and other information:

- the title company sends to Buyer.
- Seller sends to Buyer.

ESCROW RECEIPT

The title company acknowledges receipt of:

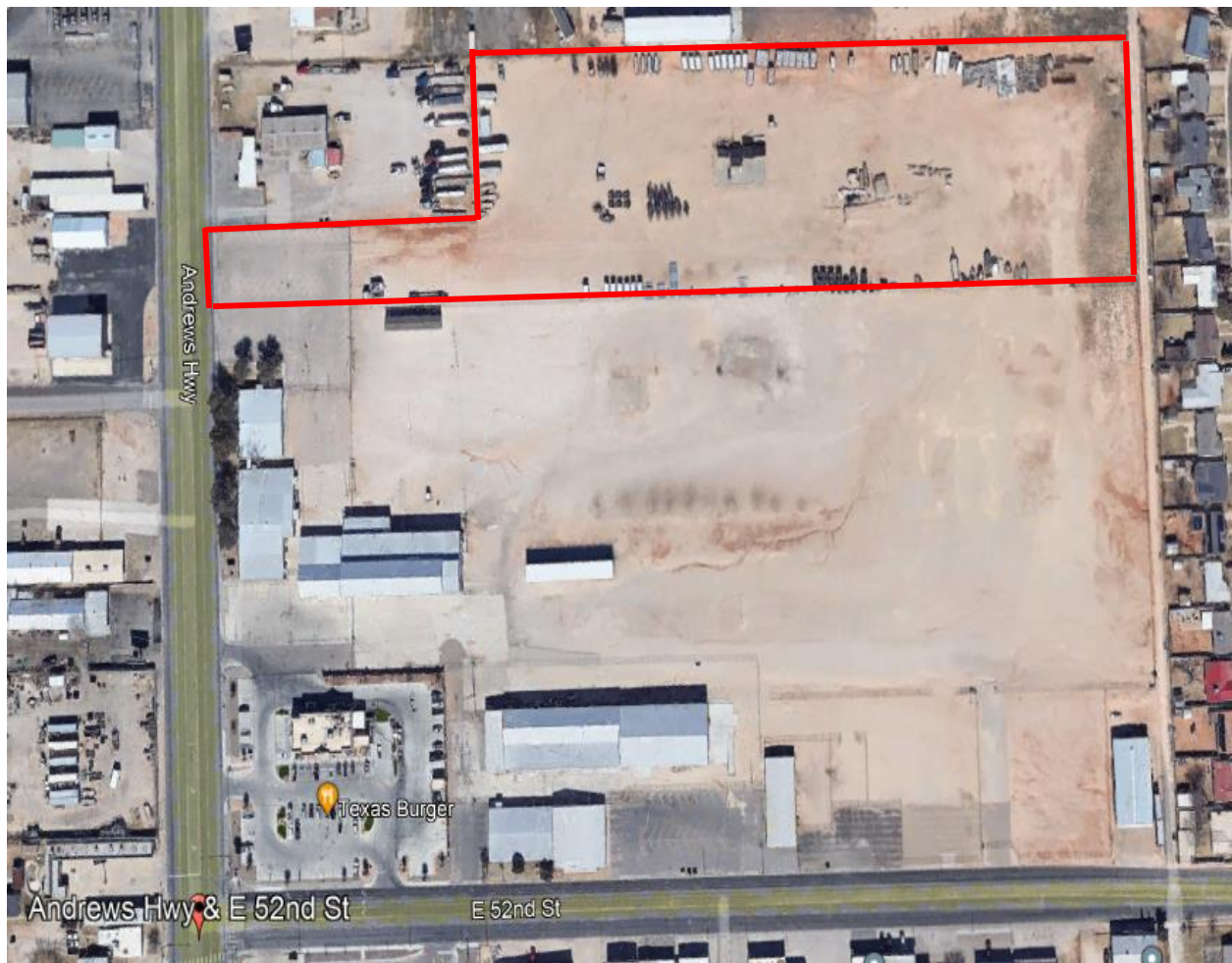
- A. the contract on this day _____ (effective date);
- B. earnest money in the amount of \$ _____ in the form of _____ on _____.

Title company: _____ Address: _____

By: _____ Phone & Fax: _____

Assigned file number (GF#): _____ E-mail: _____

Exhibit 'A'





Information About Brokerage Services

Texas law requires all real estate licensees to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of each party to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:


- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

The Havens Group, Inc.	523430	janice.havens@havensgroup.net	(432)582-2250
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Janice Havens	441019	janice.havens@havensgroup.net	(432)582-2250
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Dan Weaver	489947	dan.weaver@havensgroup.net	(432)582-2250
Sales Agent/Associate's Name	License No.	Email	Phone
		2/14/2024	
Buyer/Tenant/Seller/Landlord Initials		Date	



RFQ #24-11b – Additional Land Surveying Services

- Purpose: Budget for Additional Land Surveying Services for ECISD.
- Background Info: ECISD ran an RFQ for Additional Land Surveying Services for any additional real estate.

ECISD has identified three potential Land Surveying firms that met the criteria in RFQ #24-11b. Those services typically have a percentage range of cost negotiated with the district.

- Initial Cost: \$100,000.00
- Funding Source: Bond Fund 693
- ECISD may purchase additional real estate over the next 5 years.
- Completion and Closeout Cost: Subject to negotiated percentage of each project.
- Funding Source: Bond Fund 693
- Recommended Service Provider: Dunaway Associates, LLC,
Halff,
LCA.

Board Approval

Date

OUR students...THE future

**ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS**

RFQ # 24-11B Additional Land Surveying Services

SCORE SHEET

Closed: February 12, 2024 1:00PM

Consolidated

Criteria	Suppliers		
	Dunaway Associates, LLC	Half Associates, Inc.	LCA (Landgraf, Crutcher & Associates, Inc.)
Evaluator 1	88	85	100
Evaluator 2	80	75	100
Evaluator 3	88	85	90
Evaluator 4	85	90	100
Evaluator 5	89	84	98
Evaluator 6	85	88	100
Total	515	507	588
Average	86	85	98



RFQ #24-12b – Additional Environmental Assessment Services

- Purpose: Budget for Additional Environmental Assessment Services for ECISD.
- Background Info: ECISD ran an RFQ for Additional Environmental Assessment Services for any real estate owned or purchased by ECISD.
- Initial Cost: \$100,000.00
- Funding Source: Bond Fund 693
- ECISD may purchase additional real estate over the next 5 years which would need professional Environmental Assessment Services.
- Completion and Closeout Cost: Subject to negotiated percentage of each project.
- Funding Source: Bond Fund 693

ECISD has identified five potential Environmental Assessment Services firms that met the criteria in RFQ #24-12b. Those services typically have a percentage range of cost negotiated with the district.

- Recommended Service Provider: Collier’s Engineering & Design Services,
Ensolum, LLC,
Escalante Growth Holding, LLC
LCA,
Millenium Engineering Group

Board Approval

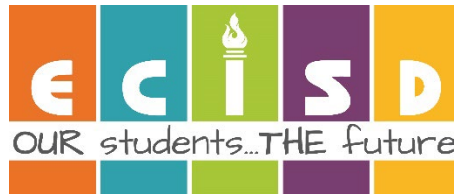
Date

OUR students...THE future

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS
 RFQ # 24-12B Additional Environmental Assessment Services
SCORE SHEET
 Closed: February 12, 2024 1:00PM

Consolidated

Criteria	Suppliers				
	Colliers Engineering & Design, Inc.	Ensolum, LLC	Escalante Growth Holdings, LLC	LCA (Landgraf, Crutcher & Associates, Inc.)	Millennium Engineers Group
Evaluator 1	80	90	70	98	88
Evaluator 2	70	80	75	90	80
Evaluator 3	65	80	55	100	90
Evaluator 4	70	80	70	100	80
Evaluator 5	80	90	65	100	80
Evaluator 6	65	90	85	100	90
Total	430	510	420	588	508
Average	72	85	70	98	85



TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF SCHOOL DISTRICT FACILITIES CONSTRUCTION METHOD BY BOND 2023 PROJECT

DATE: February 20, 2024

It is the recommendation of the administration that the Board of Trustees approve the following construction method for each of the Bond 2023 Projects listed below:

- Career & Technical Education High School: Construction Manager at Risk
- Middle School: Construction Manager at Risk
- Permian High School Auditorium: Construction Manager at Risk
- Transition Learning Center: Competitive Sealed Proposal
- Agricultural Facility: Competitive Sealed Proposal
- Transportation Facility: Competitive Sealed Proposal

The administration will provide an explanation as to why these methods are being recommended. In addition, an overview will be provided with regard to the other construction methods that are allowed under Texas Government Code 2269 and ECISD Board Policy CV (Legal).

Administrative Recommendation:

Approval of the construction method identified for each of the Bond 2023 Projects listed above.



BOND 2023

Construction Delivery in
Texas Public Schools



Construction Delivery Methods

- Construction Manager At-Risk
- Competitive Sealed Proposal
- Job Order Contract
- Competitive Bidding
- Design Build
- Construction Manager Agent



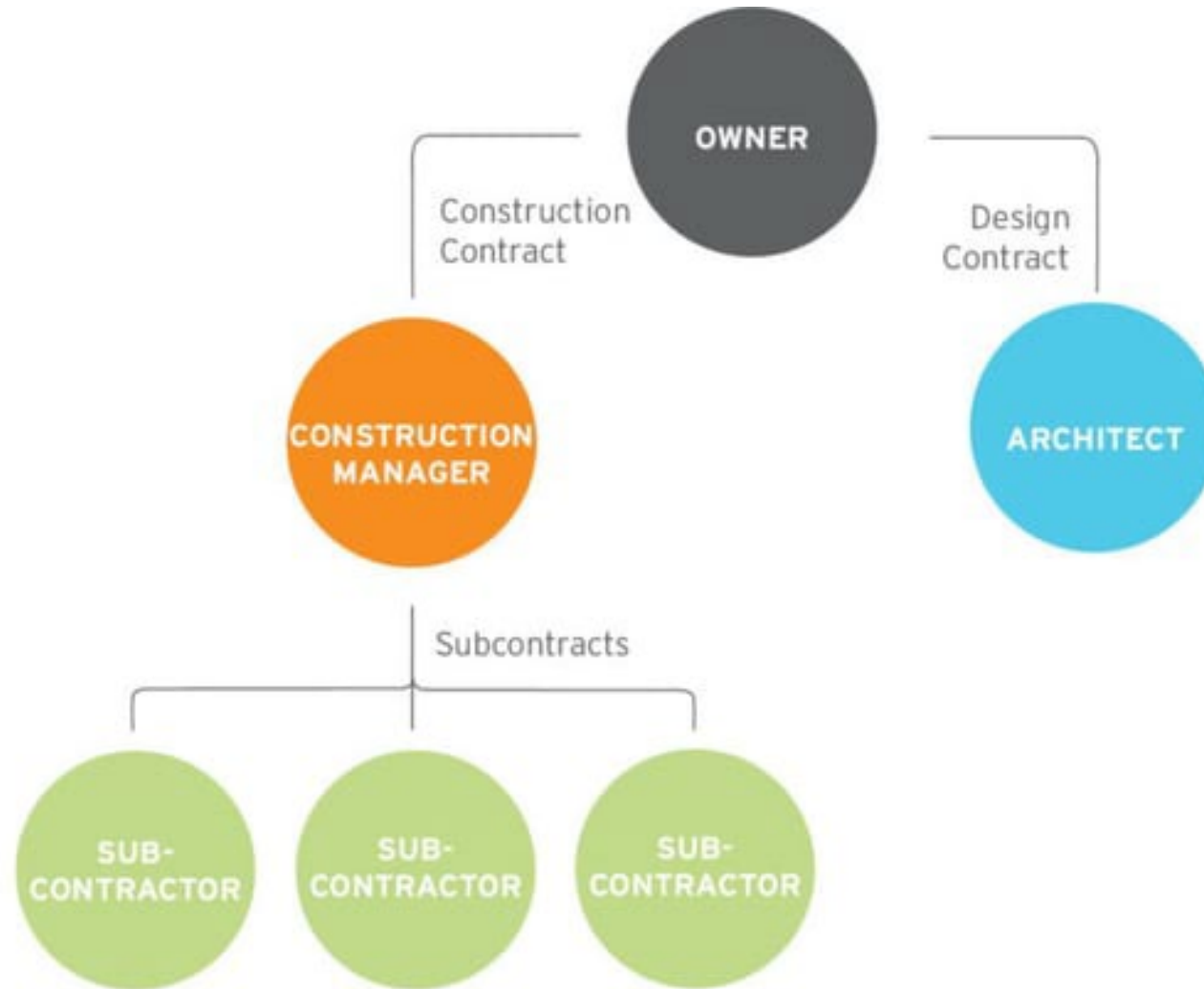
Construction Manager-At-Risk (CMAR)

- CMAR Projects:
 - CM oversees project from start to finish
 - Works on behalf of the district & holds contracts with the subcontractors
 - Architect/Engineer holds separate contract with district
- Guaranteed Maximum Price (GMP): CM provides a GMP to the district before the design phase is complete. GMP is an estimate of project construction cost.
- If project exceeds the GMP, the CM will be financially responsible, thereby putting the CM “at risk”.

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Construction Manager at Risk



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Benefits of CMAR

- The construction process is under one contract.
 - CMAR coordinates all subcontractor work, simplifying the process and reducing risk for the owner
- CMAR can break larger projects into smaller scopes of work that are separately placed out to bid.
 - Rather than completing all design documents before construction begins, portions of construction can begin while the design team is completing documents for later stages
- Guaranteed Maximum Price (GMP)
 - If the final audit shows the cost to be less than the GMP, then, depending on the contract, district will either split the savings with the CMAR or keep it.
 - Once the district accepts the GMP, the CMAR becomes like a general contractor with accounting responsibilities.

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Bond 2023 Project Construction Method

- CTE High School – CMAR Recommended
- Middle School – CMAR Recommended
- PHS Auditorium – CMAR Recommended



Competitive Sealed Proposal (CSP)

- Competitive Sealed Proposal
 - District requests proposals, ranks the offerors, negotiates, and then contracts with a general contractor for the construction, rehabilitation, alteration, or repair of a facility.
 - District must select or designate an architect or engineer to prepare the construction documents.
- To award a construction contract by competitive sealed proposals, a district must satisfy several requirements:
 - Prepare a request that includes construction documents, selection criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, and other information that a contractor may need to respond to the request;
 - Receive, publicly open, and read aloud the names of the offerors and any monetary proposals;

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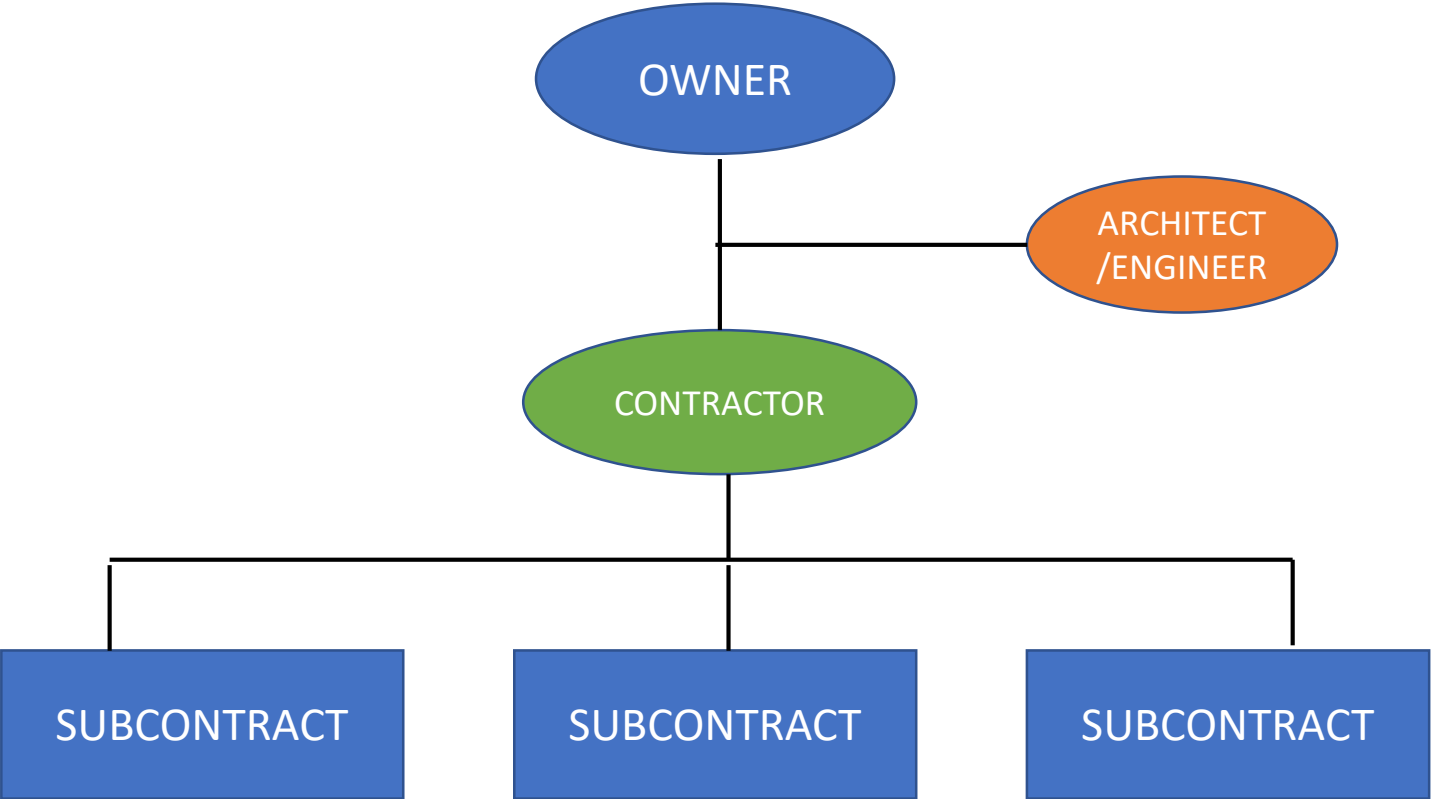


CSP continued...

- Evaluate and rank each proposal in relation to the published criteria not later than the 45th day after the proposals are opened.
- Select the offeror that submits the proposal that offers the Best Value for the district based on the published criteria, the weighted value, and the ranking evaluation. The district first attempts to negotiate a contract with the selected offeror. If the district is unable to reach agreement with the offeror, the district ⁶⁹ proceeds to the next offeror in the order of the selection ranking until a contract is reached or all proposals are rejected.
- Make the evaluations, including any scores, public and provide them to all offerors no later than the 7th business day after the contract is awarded.



Competitive Sealed Proposal (CSP)



Benefits of Competitive Sealed Proposal

- Best Value to the District
- Based on election criteria and the weighted value for each criterion, estimated budget, project scope, estimated project completion date, similar project experience, and other information that a contractor may require to respond to the request.
- Request for Proposal (RFP) goes beyond just the pricing factor and instead focuses on evaluating needs, expectations, and desired outcomes through a detailed response that comprehensively addresses the district's needs.
- Provides Room to Negotiate

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Bond 2023 Project Construction Method

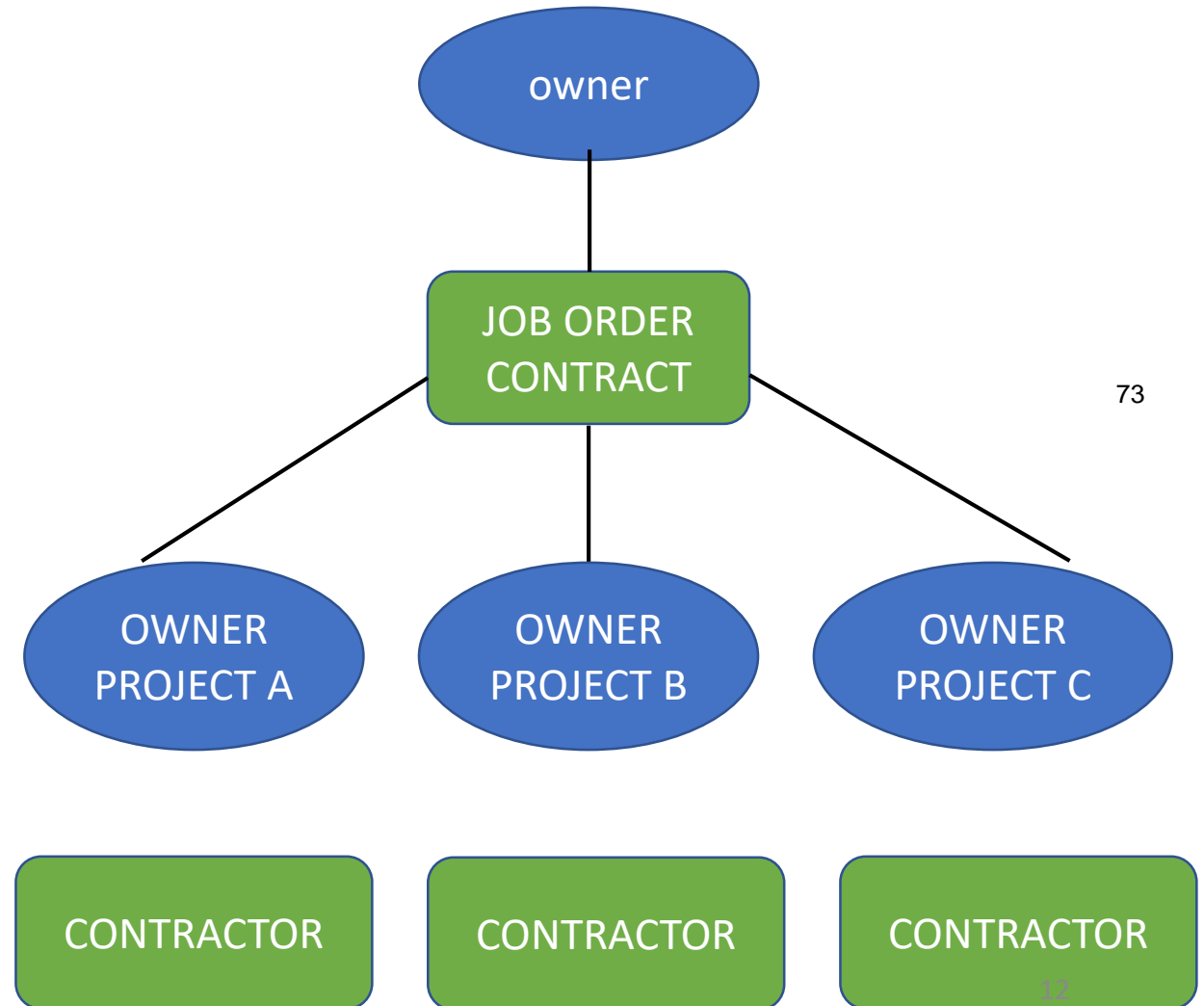
1. Transition Learning Center – CSP Recommended
2. Agricultural Facility – CSP Recommended
3. Transportation Center – CSP Recommended

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Job Order Contract

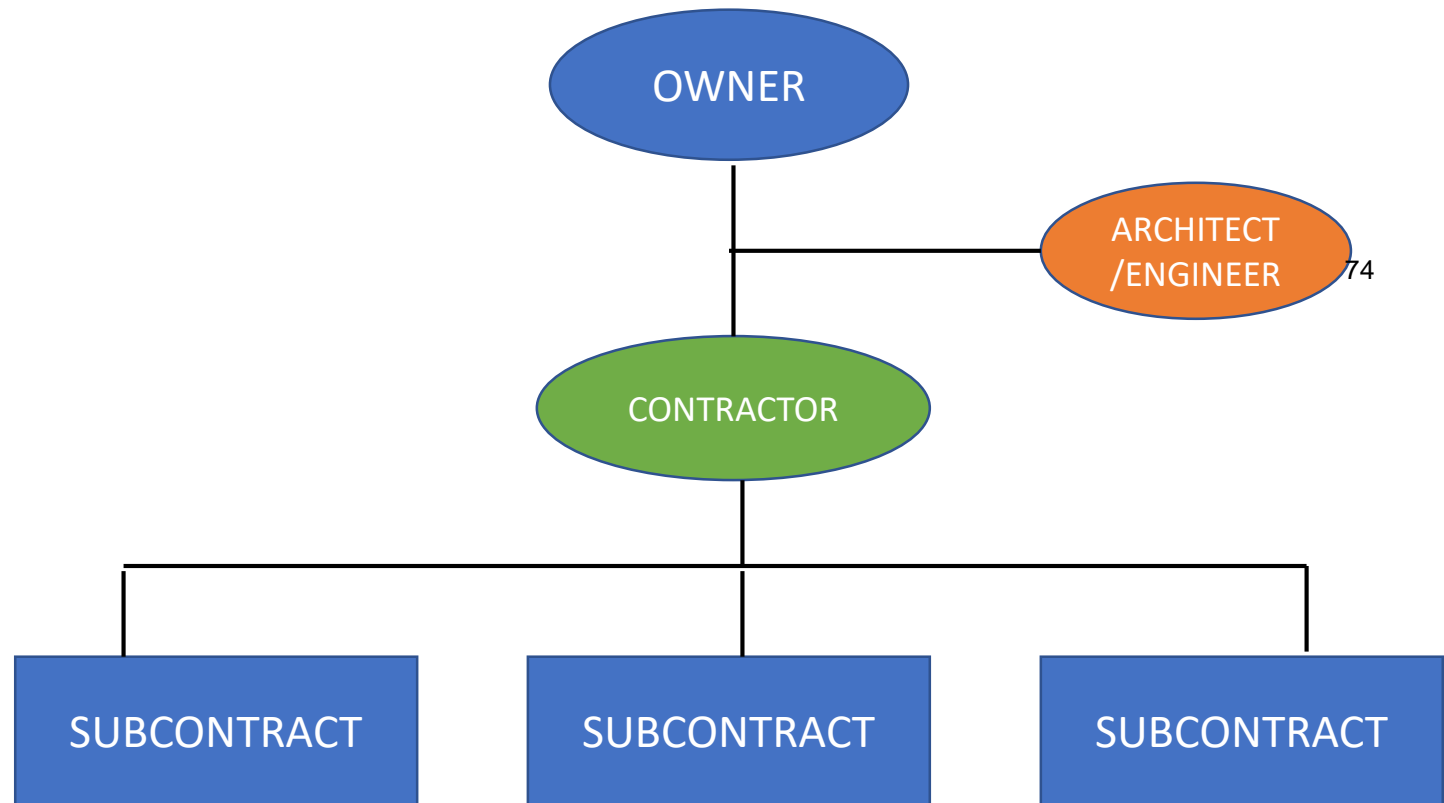
Used for maintenance, repair, alteration, renovation, remediation, or minor construction of a facility when the work is of a recurring nature, but the delivery times, type, and quantities of work required are indefinite.



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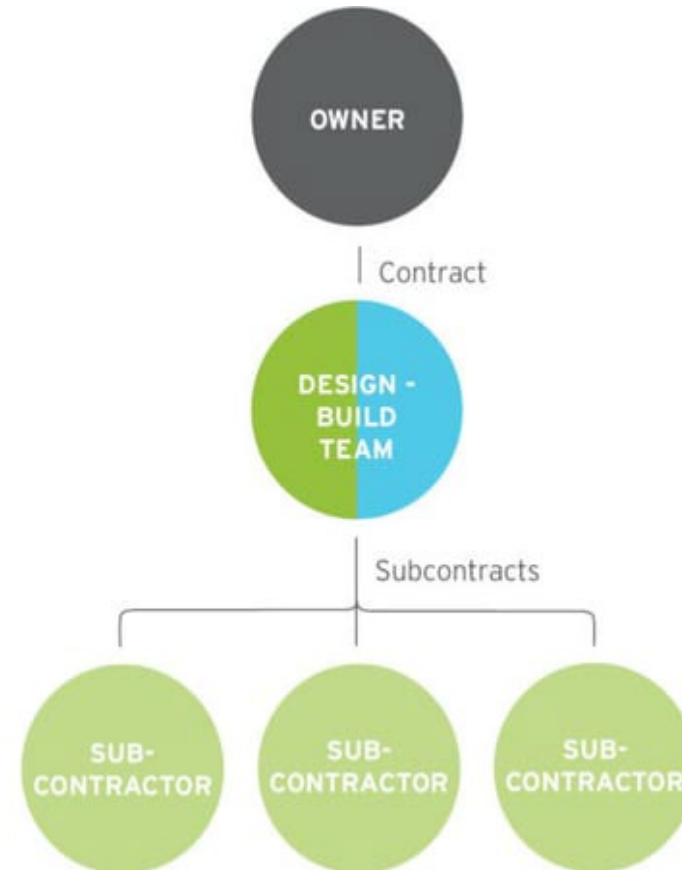
Competitive Bidding

- Lowest responsible bidder is awarded
- No room to negotiate
- Change Orders can drive cost upward



Design Build

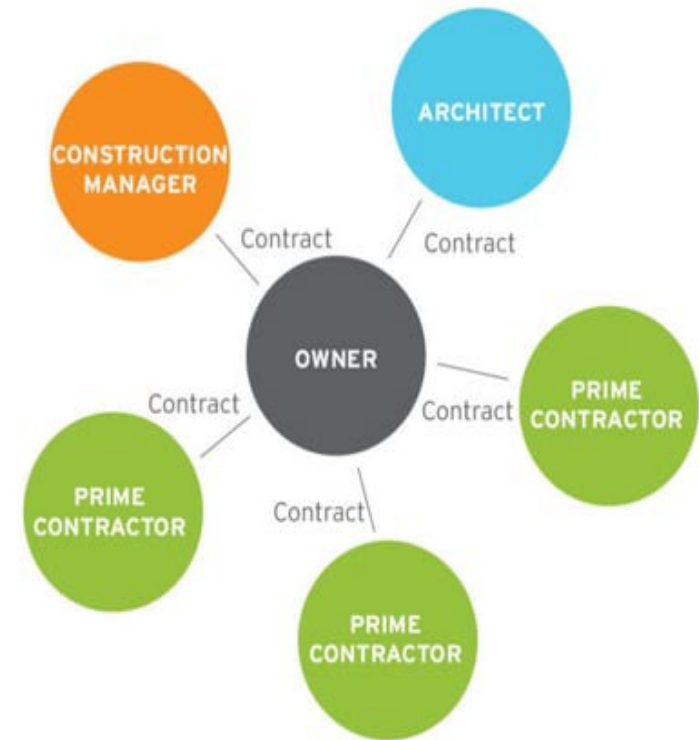
- Foster collaboration between architects and contractors and improve efficiency
- Architects and contractors can work as a team to develop the most efficient solutions, compare alternates, and select materials while estimating costs and schedules
- Can also speed up design and construction by fast-tracking the bidding process



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Construction Manager-Agent

Owner is responsible for procuring all the contracts and takes on more risk.



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Questions?

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Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations & Alicia Syverson, Associate Superintendent of Student and School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF TASB LOCAL BOARD POLICY GKG (LOCAL) – COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

DATE: February 20, 2024

Administration requests the Board to approve the addition of TASB Local Board Policy GKG (LOCAL) – Community Relations: School Volunteer Program, a policy enabling volunteer support across critical areas such as teaching, student/staff welfare, and district needs.

Administrative Recommendation:

Approval to Accept the addition of TASB Local Board Policy GKG(LOCAL).

ADD POLICY (revised 2/5/24)

The District shall use volunteers, including chaplains, to provide assistance in areas that:

1. Support and enhance teaching and learning;
2. Support the welfare of the students and/or staff; and
3. Support the District in other areas of need.

Application

All prospective volunteers shall submit an application form as provided by the District.

**Criminal History
Record Check**

The District shall obtain the criminal history record for prospective volunteers when required by law or the District. Once received, the District shall determine the person's eligibility and inform approved volunteers when their services are to begin.

Authority

District volunteers shall work directly under the supervision of the campus principal or a District employee in accordance with administrative regulations.

Administrative regulations shall be established regarding the volunteer application process, qualifications, training, duties, and other relevant information about the District's volunteer program.

Training

Volunteers shall complete District training requirements prior to participating in the District's volunteer program.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations & Alicia Syverson, Associate Superintendent of Student and School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF RESOLUTION OF THE BOARD TO ACCEPT AS VOLUNTEERS CHAPLAINS

DATE: February 20, 2024

The administration requests the Board to approve the resolution regarding the acceptance as volunteers of chaplains in accordance with Senate Bill 763, enacted by the 88th Texas Legislature. SB763 enables school districts to welcome chaplains as volunteers, providing essential support, services, and programs for students, as determined by the board.

Administrative Recommendation:

Affirms the practice of a district campus permitting a chaplain to provide support, services, and programs for students in accordance with the district's existing GKG(LOCAL) policy.

Resolution of the Board to Accept as Volunteers Chaplains

WHEREAS, Section 23.001 of the Texas Education Code permits the district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the Board;

WHEREAS, Senate Bill 763, passed by the 88th Texas Legislature, requires each school board to take a **record vote** between September 1, 2023, and March 1, 2024, on whether to adopt a policy authorizing a campus of the district to employ or accept as a volunteer a chaplain under Education Code Chapter 23;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ector County Independent School District hereby:

Affirms the practice of a district campus permitting a chaplain to provide support, services, and programs for students in accordance with the district’s existing GKG(LOCAL) policy.

Adopted this _____ (*date*) day of _____ (*month*), _____ (*year*), by the Board of Trustees.

Presiding officer’s signature: _____

Secretary’s signature: _____



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Anthony Sorola, Associate Superintendent of Athletics, Human Capital, and Operations & Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF REVISIONS TO LOCAL BOARD POLICY EHBE(LOCAL) – SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

DATE: February 20, 2024

Administration requests the Board approve the revision to Local Board Policy EHBE (LOCAL) for the comprehensive District Dual Language Programs (DLP) policy, emphasizing bilingualism, biliteracy, and cross-cultural competence.

Administrative Recommendation:

The administration requests the Board's Approval to Accept the Revisions to EHBE (LOCAL).

PROPOSED REVISIONS – Revised 02/02/24

Language Proficiency Assessment Committees

The professional staff members of the LPAC(s) shall be assigned those duties by the Superintendent or designee. Selection of parent members of LPAC(s) shall be made after soliciting volunteers and upon the recommendation of professionals involved in the bilingual/ESL programs.

Training

The District shall provide orientation and training for all members of the LPAC(s), which shall include a discussion of the committee's duties and a thorough explanation and review of all laws and rules governing the confidentiality of information regarding individual students. In performing their duties, committee members shall be acting for the District and shall observe requirements regarding confidentiality of student records. [See FL]

District Dual Language Programs (DLP)

The District shall implement for students a dual language one-way program in which students learn academic content through two languages: English and Spanish and develop bilingualism, biliteracy, and positive cross-cultural competence. At least 50 percent of instructional time shall be provided in the second language at all grade levels offered at each school as designated by the District's instructional framework for each grade.

The District shall also implement a Dual Language Two-Way Model at appropriate campuses.

Unless otherwise specified, the dual language program (DLP) in this policy shall refer to the dual language one-way program.

Grade Levels

Enrollment in elementary DLPs shall begin at pre-kindergarten or kindergarten and continue without interruption through the elementary grades.

Eligibility

The DLP shall be available according to each students' attendance zone and participating campus.

Equitable Access

The District is committed to providing equitable access to services for emergent bilingual students. Access to the DLP shall not be based on race, creed, color, religious affiliation, age, or disability.

The recommended integration of emergent bilinguals and students proficient in English in a DLP shall be reached while ensuring that the District fulfills its obligation to provide required bilingual program services to emergent bilinguals in accordance with state law.

Support of Program Goals

The Board and the administration shall support the DLP's purpose and goals by hiring and retaining highly qualified staff, funding appropriate professional development, and providing program instructional resources.

Support of
Secondary Program

Students eligible for dual language in high school grades include:

1. Students who have completed a District middle school DLP; or
2. Students who demonstrate sufficient proficiency in the partner language as determined by administrative procedure.

The Board and the administration shall support the secondary DLP purpose and goals by hiring and retaining highly qualified Spanish LOTE and bilingual content teachers, funding appropriate development, and providing resources in the partner language to enhance curriculum and instructional delivery.

Expectations for
Participants

Each student enrolled in the DLP shall:

1. Commit to the program throughout the elementary and secondary school grades;
2. Engage in high-level academic conversations in multiple languages with their peers; and
3. Demonstrate respect for all languages and cultures they encounter in the program.

Each parent/guardian of students enrolled in a DLP are expected to:

1. Enroll the student in the program to continue throughout the elementary and secondary school grades;
2. Understand the program goals, content, and design; and
3. Consent to language proficiency assessments in English and the partner language.

Teachers and administrators in the DLP are expected to:

1. Set high academic expectations that will engage all students in preparation for post-secondary success in a bilingual, bicultural, and biliterate global society;
2. Communicate DLP goals, content, and design to parents/guardians and students; and
3. Facilitate family engagement in the program.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF 2023-2024 BUDGET AMENDMENT # 6**

DATE: February 20, 2024

Attached is a summary of the recommended Budget Amendment # 6 for the 2023-2024 budget. These are changes in estimated budgeted funds to fund items as noted on attached.

Administrative Recommendation:

Approval of 2023-2024 Budget Amendment # 6



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 AMENDED BUDGET - FUNCTION AND OBJECT
 GENERAL, SCHOOL NUTRITION, AND DEBT SERVICE FUNDS
 FOR THE PERIOD JULY 1, 2023 THRU JUNE 30, 2024
 FISCAL YEAR 2023-2024

		GENERAL FUND				SCHOOL NUTRITION FUND				DEBT SERVICE FUND			
		ORIGINAL BUDGET 7/1/2023	ADJUSTED BUDGET 01/31/2024	Additions (Deductions) #6	AMENDED BUDGET 02/29/2024	ORIGINAL BUDGET 7/1/2023	ADJUSTED BUDGET 1/31/2024	Additions (Deductions) #6	AMENDED BUDGET 2/29/2024	ORIGINAL BUDGET 7/1/2023	ADJUSTED BUDGET 1/31/2024	Additions (Deductions) #6	AMENDED BUDGET 2/29/2024
REVENUES													
5700	Local and Intermediate	\$ 169,500,000	\$ 148,763,581	\$ -	\$ 148,763,581	\$ 675,320	\$ 675,320	\$ -	\$ 675,320	\$ 46,118,500	\$ 46,696,768	\$ -	\$ 46,696,768
5800	State	156,203,451	181,405,286	-	181,405,286	430,300	430,300	-	430,300	401,500	401,500	-	401,500
5900	Federal	6,000,000	6,000,000	-	6,000,000	16,958,658	17,815,658	-	17,815,658	-	-	-	-
	Total - All Revenues	331,703,451	336,168,867	-	336,168,867	18,064,278	18,921,278	-	18,921,278	46,520,000	47,098,268	-	47,098,268
APPROPRIATIONS by FUNCTION													
11	Instruction	202,095,977	205,379,122	-	205,379,122	-	-	-	-	-	-	-	-
12	Instructional Resources and Media Services	2,159,943	2,177,703	-	2,177,703	-	-	-	-	-	-	-	-
13	Curriculum and Staff Development	8,719,086	7,830,102	-	7,830,102	-	-	-	-	-	-	-	-
21	Instructional Leadership	5,656,651	5,534,168	-	5,534,168	-	-	-	-	-	-	-	-
23	School Leadership	21,539,711	21,749,821	-	21,749,821	-	-	-	-	-	-	-	-
31	Guidance, Counseling and Evaluation Services	13,981,624	14,349,931	-	14,349,931	-	-	-	-	-	-	-	-
32	Social Work Services	1,811,527	1,812,487	-	1,812,487	-	-	-	-	-	-	-	-
33	Health Services	3,254,406	3,288,406	-	3,288,406	-	-	-	-	-	-	-	-
34	Student Transportation	10,125,228	11,857,924	-	11,857,924	-	-	-	-	-	-	-	-
35	Food Services	-	-	-	-	18,064,278	22,278,119	-	22,278,119	-	-	-	-
36	Co/Extra Curricular Activities	8,162,823	8,149,311	-	8,149,311	-	-	-	-	-	-	-	-
41	General Administration	9,030,571	9,239,580	-	9,239,580	-	-	-	-	-	-	-	-
51	Plant Maintenance and Operations	38,015,291	41,129,697	-	41,129,697	-	-	-	-	-	-	-	-
52	Security and Monitoring Services	3,787,609	6,166,921	-	6,166,921	-	-	-	-	-	-	-	-
53	Data Processing Services	10,822,562	9,516,923	-	9,516,923	-	-	-	-	-	-	-	-
61	Community Services	1,558,309	1,687,492	-	1,687,492	-	-	-	-	-	-	-	-
71	Debt Services	1,294,300	1,385,300	-	1,385,300	-	-	-	-	46,520,000	47,665,625	2,460,625	50,126,250
81	Facilities Acquisition and Construction	1,500,000	12,038,653	-	12,038,653	-	-	-	-	-	-	-	-
99	Intergovernmental Charges	2,132,882	2,132,882	-	2,132,882	-	-	-	-	-	-	-	-
	Total - All Appropriations	345,648,500	365,426,423	-	365,426,423	18,064,278	22,278,119	-	22,278,119	46,520,000	47,665,625	2,460,625	50,126,250
OTHER FINANCING SOURCES/(USES)													
7000	Other Financing Sources	550,000	550,000	-	550,000	-	-	-	-	-	-	26,507,000	26,507,000
8000	Other Financing (Uses)	(525,000)	(525,000)	-	(525,000)	-	-	-	-	-	-	(25,365,000)	(25,365,000)
	Total Other Financing Sources (Uses)	25,000	25,000	-	25,000	-	-	-	-	-	-	1,142,000	1,142,000
	Excess (Deficiency) of Revenues and Other Financing Sources over Appropriations	(13,920,049)	(29,232,556)	-	(29,232,556)	-	(3,356,841)	-	(3,356,841)	-	(567,357)	(1,318,625)	(1,885,982)
	Fund Balance Beginning July 1	103,018,472	103,018,472	-	103,018,472	9,714,340	7,190,505	-	9,714,340	17,069,309	17,069,309	-	17,069,309
3000	Fund Balance Ending June 30 (Estimated)	\$ 89,098,423	\$ 73,785,916	\$ -	\$ 73,785,916	\$ 9,714,340	\$ 3,833,664	\$ -	\$ 6,357,499	\$ 17,069,309	\$ 16,501,952	\$ (1,318,625)	\$ 15,183,327
APPROPRIATIONS by OBJECT													
6100	Payroll Costs	\$ 256,983,618	\$ 260,370,340	\$ (1,560,719)	\$ 258,809,621	\$ 8,541,566	\$ 8,541,566	\$ -	\$ 8,541,566	\$ -	\$ -	\$ -	\$ -
6200	Purchased/Contracted Services	51,171,007	55,122,176	(169,539)	54,952,637	134,000	1,669,729	-	1,669,729	-	-	-	-
6300	Supplies and Materials	19,889,051	19,151,876	(259,217)	18,892,659	9,260,712	11,204,704	-	11,204,704	-	-	-	-
6400	Other Operating Expenses	12,644,124	11,625,051	1,726,943	13,351,994	53,000	61,500	-	61,500	-	-	-	-
6500	Debt Service	1,294,300	1,385,300	-	1,385,300	-	-	-	-	46,520,000	47,665,625	2,460,625	50,126,250
6600	Capital Outlay	3,666,400	17,771,680	262,532	18,034,212	75,000	800,620	-	800,620	-	-	-	-
	Total - All Appropriations	\$ 345,648,500	\$ 365,426,423	\$ -	\$ 365,426,423	\$ 18,064,278	\$ 22,278,119	\$ -	\$ 22,278,119	\$ 46,520,000	\$ 47,665,625	\$ 2,460,625	\$ 50,126,250

Ector County ISD
 Finance Department
 Budget Amendment
 Requests to be Appropriated
 2023/2024

6

FISCAL YEAR 2023-2024



Description	Requestor	Amount
GENERAL FUND		
The following will result in a decrease to fund balance.		
None		\$ -
		<u>\$ -</u>
The following will result in no change to fund balance.		
None		\$ -
		<u>\$ -</u>
The following will result in an increase to fund balance.		
None		\$ -
		<u>\$ -</u>
Net effect to fund balance		\$ -

SCHOOL NUTRITION FUNDS

The following will result in a decrease to fund balance.

None

\$ -

\$ -

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -

\$ -

The following will result in an increase to fund balance.

None

\$ -

\$ -

Net effect to fund balance

\$ -

DEBT SERVICE FUND

The following will result in a decrease to fund balance.

Bond defeasance

\$ 1,318,625

\$ 1,318,625

The following will result in no change to fund balance as there is a equal revenue and expenditure component.

None

\$ -

\$ -

The following will result in an increase to fund balance.

None

\$ -

\$ -

Net effect to fund balance

\$ (1,318,625)



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Deborah Ottmers, Chief Financial Officer

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF PURCHASES
OVER \$50,000**

DATE: February 20, 2024

As Required by Board Policy CH (Local), following is a list to consider and take possible action to authorize, negotiate, and enter into term agreements with recommended vendors to be awarded by purchase orders once approved.

Administrative Recommendation:
Approval of Purchases over \$50,000

ECISD
 Request for purchases over \$50,000
 February 2024

Item	Vendor(s)	Estimated Contract Price	Funding	Requestor/ Department	Reference	Service/ Product	Service/Product Summary	Contract Term
1	A3 Psychoeducational Assessment LLC Assessment Intervention Management LLC Dotcom Therapy Inc. Gillem Staffing James Educational Assessment Service Jennifer Douglas National Recruiting Consultants NOVA Therapy Services, PLLC. Sherry Goodwin Hill	\$ 1,000,000	General Funds 199	Mark Gabrylczyk Special Services	ECISD Awarded RFP 24-04-3	Supplemental Services for ECISD Special Services	Provide speech and achievement evaluations, assessing students for qualification of services.	FY 2023/2024

Mark Gabrylczyk
Executive Director of Special Services
Ector County ISD
432-456-8719
Fax: 432-456-8718



RFP #24-04-3 Additional Supplemental Services for ECISD Special Services

Purpose:

The selected companies will be responsible for providing contracted services for the ECISD special education department. The selected companies will be responsible for providing services in the areas of assessing students, conducting ARD meetings, counseling, providing speech therapy in person and virtually, maintaining student confidentiality, writing goals for speech, and provide ongoing communication to Executive Director of Special Services and/or her designee and progress reporting. This may also include communicating with parents, families/guardians of student if deemed necessary by the Special Services Department.

Background information:

ECISD developed an RFP process recently to secure services for the listed companies. The companies responded to the RFP process and are being recommended to provide services needed for the ECISD Special Education Department.

Cost: \$ 1,000,000

Funding Source: 199 Local Funds

Recommended Supplier/Service Provider: A3 Psychoeducational Assessment LLC
Assessment Intervention Management LLC
Dotcom Therapy Inc.
Gillem Staffing
James Educational Assessment Service
Jennifer Douglas
National Recruiting Consultants
NOVA Therapy Services, PLLC.
Sherry Goodwin Hill

Board Approval

Date

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TEXAS
 RFP # 24-04-3 Additional Supplemental Services for ECISD Special Services
SCORE SHEET
 Closed: February 13, 2024 1:00PM

Consolidated

Criteria	Suppliers								
	A3 Psychoeducational Assessment LLC	Assessment Intervention Management, LLC	DOTCOM THERAPY, INC	Gillem Staffing	James Educational Assessment Service	Jennifer Douglas	National Recruiting Consultants	NOVA Therapy Services, PLLC	Sherry Goodwin Hill
Evaluator 1	85	88	82	79	77	96	80	83	80
Evaluator 2	82	87	82	82	81	100	73	78	78
Evaluator 3	80	85	79	79	79	100	72	79	79
Evaluator 4	70	72	70	70	70	100	70	70	80
Total	317	332	313	310	307	396	295	310	317
Average	79	83	78	78	77	99	74	78	79



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools
Alicia Syverson, Associate Superintendent for Student & School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2024-2025 K-5 ZAVALA ELEMENTARY ATTENDANCE BOUNDARY

DATE: February 20, 2024

This is a request for approval to establish a K-5 attendance boundary for Zavala Elementary for the 2024-2025 school year.

Administrative Recommendation:

Approval of the 2024-2025 K-5 Zavala Elementary Attendance Boundary.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools
Alicia Syverson, Associate Superintendent for Student & School Support

SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2024-2025 K-5 PEASE ELEMENTARY ATTENDANCE BOUNDARY

DATE: February 20, 2024

This is a request for approval to establish a K-5 attendance boundary for Pease Elementary for the 2024-2025 school year.

Administrative Recommendation:

Approval of the 2024-2025 K-5 Pease Elementary Attendance Boundary.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools
Alicia Syverson, Associate Superintendent for Student & School Support

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2024-2025 K-5 NOEL ELEMENTARY ATTENDANCE BOUNDARY**

DATE: February 20, 2024

This is a request for approval to establish a K-5 attendance boundary for Noel Elementary for the 2024-2025 school year.

Administrative Recommendation:

Approval of the 2024-2025 K-5 Noel Elementary Attendance Boundary.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools
Alicia Syverson, Associate Superintendent for Student & School Support

**SUBJECT: DISCUSSION OF AND REQUEST FOR APPROVAL OF THE 2024-2025
SAN JACINTO ELEMENTARY ATTENDANCE BOUNDARY**

DATE: February 20, 2024

This is a request for approval to expand the attendance boundary for San Jacinto Elementary for the 2024-2025 school year.

Administrative Recommendation:

Approval of the 2024-2025 San Jacinto Elementary Attendance Boundary.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Keeley Boyer, Chief of Schools
Alicia Syverson, Associate Superintendent for Student & School Support

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL TO REPURPOSE BURLESON ELEMENTARY INTO A PREKINDERGARTEN CENTER**

DATE: February 20, 2024

This is a request for approval to repurpose Burleson Elementary into a Prekindergarten Center.

Administrative Recommendation:

Approval to Repurpose Burleson Elementary into a Prekindergarten Center.



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Lilia Náñez, Associate Superintendent of Curriculum & Instruction

SUBJECT: DISCUSSION AND REQUEST FOR APPROVAL OF 2024-2025 ACADEMIC CALENDARS

DATE: February 20, 2024

The district calendar committee helped design the academic calendar for 2024-2025. This academic calendar provides students with 175 instructional days, which is a reduction from the previous years of 180 instructional days. ECISD posted three calendar options (1 with 180 school days, 2 with 175 school days) publicly on January 10 and were shared via Staff email, emailed to all parents and through Facebook. Below is a summary of the number of stakeholders who responded:

- 247 comments through Facebook
- 889 responses from staff
- 2,206 responses from parents/community

Below is a summary of the positive comments regarding Calendar B:

- 1 early release day
- Slightly later start day (1 day for teachers, 4 days for students)
- Start on a Monday and not mid-week
- Staggered start date for 6th and 9th grade (very popular)
- 7 days of professional learning to start the year
- Full days of professional learning during the year (not ½ early release days)
- Records Day to end the first semester
- Traditional Christmas break that starts on a Monday

OCA/OCTECHS academic calendar will run the same days, except for the bad weather days and professional learning days. They will have theirs on Fridays (to align with the Odessa College calendar).

Administrative Recommendation:

Approval of ECISD (B) 2024-2025 Academic Calendar and OCA/OCTECHS Calendar



Ector County ISD Academic Calendar 2024-25

187 Teacher Days / 175 Student Days

August 2024						
S	M	T	W	T	F	S
	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 29-31: New Teacher Prof. Development
 Aug 1 – 9: Professional Development
 Aug. 12 – First Day PK – 6th & 9th grades
 Aug. 13 – First Day 7 - 8 & 10 – 12 grades

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sep 2: Labor Day Holiday

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct. 14: Professional Development

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov. 4 – Professional Development
 Nov. 25 – 29 Thanksgiving

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec. 20 – PD/Records
 Dec. 23 – 31 – Winter Holidays

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan. 1 – 3; Winter Holidays
 Jan. 6: Professional Development
 Jan. 7: 1st Day Second Semester
 Jan. 20: MLK Day

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb. 17 – Bad Weather Make-Up Day

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mar. 7 – West Texas Relays – Early Release
 Mar. 10 – 14 – Spring Break

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

April 18: Good Friday
 Apr. 21: Bad Weather Make-Up Day

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 22: End of School
 May 23: Records Day
 May 26: Memorial Day Holiday
 May 27 – 29: Summer Learning PD

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June 2-30: Summer Learning

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July 1-2: Summer Learning
 July 3 – 4: Independence Day Holiday

Semester 1 - 86 Instructional Days	Semester 2 - 89 Instructional Days	Total Days - 175 Instructional Days
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OCA & OCTECHS Academic Calendar 2024-25

for Early College High School Students at Odessa College
187 Teacher Days / 175 Student Days

August 2024						
S	M	T	W	T	F	S
	29	30	31	1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

July 29 – 31: New Teacher Prof. Development
 Aug. 1 – 9: Professional Development
 Aug. 12: First Day PK – 6th & 9th grades
 Aug. 13: First Day 7 – 8 & 10 – 12 grades
 Aug. 20: Fall 1 College Classes Begin

September 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

Sept. 2: Labor Day Holiday

October 2024						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Oct. 10: Fall 1 Classes End
 Oct. 14: Professional Development
 Oct. 16: Fall 2 Classes Begin

November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

Nov. 1: OCA & OCTECHS Prof. Development
 Nov. 25 – 29: Thanksgiving Break

December 2024						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Dec. 10: Fall 2 Classes End
 Dec. 13 – 14: OC Graduations
 Dec. 20: PD/Records Day
 Dec. 23 – 31: Winter Holidays

January 2025						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

Jan. 1 – 3: Winter Holidays
 Jan. 6: Professional Development
 Jan. 7: 1st Day Second Semester
 Jan. 14: Spring 1 College Classes Begin
 Jan. 20: MLK Day

February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	

Feb. 21: Bad Weather Make-Up Day for OCA & OCTECHS

March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

Mar. 6: Spring 1 College Classes End
 Mar. 7: West Texas Relays – Early Release
 Mar. 10 – 14: Spring Break
 Mar. 18: Spring 2 College Classes Begin

April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

Apr. 18: Good Friday
 Apr. 25: Bad Weather Make-Up Day for OCA & OCTECHS

May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

May 7: Spring 2 College Classes End
 May 9 – 10: OC Graduations
 May 16: OCA & OCTECHS HS Graduations
 May 22: End of School / May 23: Records Day
 May 26: Memorial Day Holiday
 May 27 – 29: Summer Learning PD

June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

June 2 – 30: Summer Learning

July 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

July 1 – 2: Summer Learning
 July 3 – 4: Independence Day Holiday

Semester 1: 86 Instructional Days
Semester 2: 89 Instructional Days
Total Days: 175 Instructional Days



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Mike Adkins, Chief Communications Officer

SUBJECT: **DISCUSSION OF AND REQUEST FOR APPROVAL OF A RESOLUTION TO DESIGNATE ADDITIONAL NONBUSINESS DAYS UNDER TEXAS PUBLIC INFORMATION ACT (TPIA) FOR YEAR 2024**

DATE: February 20, 2024

House Bill 3033 enacted changes in the way Texas governmental entities define “business days” in regard to calculation deadlines for Texas Public Information Act (TPIA) requests.

The update law allows the Board of Trustees to designate up to 10 additional days in each calendar year when a district’s administrative offices are closed or operating with minimal staff that may be used in calculating deadlines. Trustees must officially designate these days on an annual basis through a resolution or other official Board action.

Administrative Recommendation:

Approval of a Resolution to Designate Additional Nonbusiness Days under Texas Public Information Act (TPIA) for Year 2024 as presented.

**Resolution to Designate Additional Nonbusiness Days under Texas
Public Information Act (TPIA) for Year 2024**

WHEREAS, House Bill 3033 (HB 3033), effective September 1, 2023, adds new Texas Government Code section 552.0031, which defines “business day” for purposes of the Texas Public Information Act (PIA);

WHEREAS, the new Section 552.0031 of the Texas Government Code allows the board of trustees of each school district to designate up to 10 additional days per calendar year on which the school district’s administrative offices are closed or operating with minimum staffing as a nonbusiness day.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of Ector County Independent School District hereby designates the following as additional nonbusiness days for calendar year 2024: March 12, 13, and 14; July 3 and 5; November 26 and 27; December 27, 30 and 31.

Adopted this 20th day of February, 2024, by the Board of Trustees.

Presiding officer’s signature: _____

Secretary’s signature: _____



BOARD OF TRUSTEES

SUBJECT: Consent Agenda

PRESENTED BY: Dr. Scott R. Muri

BACKGROUND INFORMATION:

Ector County ISD adopted the use of the consent agenda as a means of expediting regular meetings. Consent agenda items consist of typical or routine matters in nature and typically have been discussed in a prior Board Work Study session. As such, the Board can consider all items included in the Consent Agenda with one motion. Should the Board choose to consider any item on the Consent Agenda separately, that item can be removed from the Consent Agenda, discussed, and voted on separately.

ADMINISTRATIVE RECOMMENDATION:

Approval of the Consent Agenda.



REQUEST FOR APPROVAL OF MINUTES OF MEETINGS

Attached you will find minutes of meetings of the Board of Trustees for:

January 09, 2024 – Board Workshop Meeting
January 16, 2024 – Regular Board Meeting

AT A BOARD WORKSHOP MEETING OF THE BOARD OF TRUSTEES OF THE ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT HELD AT THE ADMINISTRATION BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, AT 6:00 P.M., JANUARY 9, 2024, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Robert Thayer
Wayne Woodall

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Keeley Boyer, Dr. Lilia Náñez, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson

Others: Tatiana Dennis, Betsabe Salcido, Aaron Hawley, Tracey Borchardt, Ryan Merritt, Jaime Miller, Jessica Gore, Jeff Daniels, Brian Stubbs, Staci Zavala, Ravi Shakamuri, Ruth Campbell, Rita Lopez, Mary Franco

26561 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26562 **Verification of Compliance with Open Meeting Law – this is to certify that the provisions of Section 551.001 of the Texas Government Code have been met in connection with the public notice of this meeting:** Board President Christopher Stanley, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26563 **Opening Remarks by Superintendent:** In Dr. Muri's opening remarks, he gave a quick reminder that the school district would be closed on Monday, January 15, for the Martin Luther King, Jr. holiday, and there will be a school board meeting the next evening on the 16th starting at 6:30 p.m.

26564 **Public Comment:** Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

In public comment, Brian Stubbs, owner of Air Compressor Solutions, spoke about working with local education organizations to teach and train the next generation of our workforce. He said ACS hired Brizzia Guzman from Permian High School through ECISD's career placement initiative, immediately following her graduation and he also shared that she was promoted to lead welder within six months of her start date.

Staci Zavala, part of the talent acquisition team at Midland Memorial Hospital (MMH), talked of also working alongside ECISD in this initiative, and said MMH has now offered employment opportunities in several different positions to ECISD CTE graduates.

Board Policy

26565 **Discussion of TASB Board Policy Update 122**: Associate Superintendent of District Operations Dr. Anthony Sorola presented this item for discussion. The Texas Association of School Boards recommends revisions to this set of ten local board policies to keep them aligned to current law. These policies will be brought back for a second reading and vote on January 16, 2024.

No action required.

Report/Discussion Items

26566 **Presentation of the Career & Technical Education Program**: Executive Director of Career & Technical Education Ryan Merritt presented this item for discussion. Highlighting the following key initiatives currently in place:

- ❖ The Career Placement Initiative, a collaboration with the Workforce Board of the Permian Basin and ACCESS. Local employers visit students *on campus* to share information about career opportunities, conduct interviews, and then the school helps support students as they follow up on these visits. This project, connects students with employers in high-demand industries, has identified some barriers that can hinder students as they search for jobs after high school graduation; is continuously working to remove those barriers; and has already successfully placed students with local employers.
- ❖ The 8th grade High School Program Fair is coming up on January 30 at Odessa College. During this day, all 8th grade students will attend, one middle school at a time, to have the chance to talk with high school teachers, high school students and college faculty about courses that are available to them and making informed decisions about their graduation plan. This includes not only CTE programs, but athletics, fine arts and others offered in high school. That evening, from 4:00-7:00 p.m. parents and all other students are invited to do the same. Last year more than 2,200 8th graders attended. The parent session is new this year.
- ❖ The new Energy Program of Study is a regional partnership with the Education Partnership of the Permian Basin and the Permian Strategic Partnership. The program began this year with course #1 – Foundations of Energy. A new course will be added each year, creating a four-year program of study for ECISD students.

- ❖ The number of graduates earning a TEA Industry-based Certifications has grown annually since 2019 from 111 to 648 in 2023. More students are taking CTE Dual Credit through Odessa College, and that number is increasing each year. Data shows students in CTE courses have a higher graduation rate and perform better on STAAR End of Course exams (English I & II, Algebra and Biology) than those who are not.
- ❖ The final portion of the presentation offered some information about the new Career & Technical Education Center recently approved by voters through Bond 2023. The land for the CTE Center, in the industrial complex on East Murphy, was donated by Grow Odessa. The site is 37.9 acres and valued at \$2.8 million. The CTE Center will be the home campus for 400 high school students, with about 2,000 more transported to the center daily for CTE programs. It will see joint use with Odessa College. An advisory committee made up of industry professionals, representatives from OC and ECISD will begin meeting soon to build the timeline for design, construction, groundbreaking and, ultimately, the opening. In addition, a complete renovation of the Ag Farm on Dunn Street with expanded classroom and lab space, new barns, and ADA access will be coming.

No action required.

26567 **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code - [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District or hear a complaint or charge against an officer or employee.] Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

There was no closed session.

26568 **Closing Remarks by Superintendent:** In his closing remarks, Dr. Muri thanked the local employers – particularly those who attended this meeting – for working with the school district to develop students who are work force ready. Our students are the future and preparing them for careers in local industries is the key to building a thriving community.

26569 **Adjournment:** Christopher Stanley Board President, adjourned the Board meeting at 7:18 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins

AT A REGULAR MEETING OF THE BOARD OF TRUSTEES OF ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT WILL BE HELD JANUARY 16, 2024, BEGINNING AT 6:00 P.M. IN THE ADMINISTRATION BUILDING BOARD ROOM, 802 NORTH SAM HOUSTON, ODESSA, ECTOR COUNTY, TEXAS, WITH THE FOLLOWING MEMBERS:

Present:

Delma Abalos
Dr. Steve Brown
Tammy Hawkins
Dawn Miller
Christopher Stanley
Bob Thayer
Wayne Woodall

Absent:

School Officials: Dr. Scott Muri, Mike Adkins, Dr. Keeley Boyer, Dr. Lilia Nanez, Deborah Ottmers, Dr. Anthony Sorola, Alicia Syverson, Dr. Kellie Wilks

Others: Tatiana Dennis, Betsabe Salcido, Aaron Hawley, Sara Moore, Lisa Wills, Jaime Miller, Jessica Gore, Melissa Skinner, Erin Bueno, Mauricio Marquez, Matthew Spivey, Mark Gabrylczyk, Jerry Mahana, Julia Willett-Weekly, Hilberto Ochoa, Tracey Borchardt, Ryan Merritt, Amy Russell, Denise Mourning, Anthony Garcia, Melissa Grizzell, Allison Mendoza, Jeff Daniels, Susan Garcia, Brandy Haynes, Liz Garcia, Jordyn Jones, Marco Davis II, Marco Davis, Tim Jones, Jessica Gore, Felix Armendariz, Andrea Hewitt, Justice Lara, Ruth Campbell, Rita Lopez, Mary Franco

26570 **Meeting Called to Order:** Christopher Stanley, Board President, called the Board of Trustees Meeting to order at 6:00 p.m.

26571 **Verification of Compliance with Open Meeting Law:** Christopher Stanley, Board President, verified that the provisions of Section 551.001 of the Texas Government Code have been met in connection with public notice of this meeting.

26572 **Pledge Allegiance to United States and Texas Flags:** The United States and Texas flag pledges were led by Bowie Middle School Students Ethan Carter 7th Grade and Jaxon Christesson 6th Grade.

26573 **Invocation:** The Invocation was led by ECISD Board of Trustee Dr. Steve Brown. Reverend Adrienne B. Coleman of Highland Methodist Church was unable to attend.

26574 **Special Presentations:**

Presentation of Texas Association School Boards BuyBoard Rebate: Our school district is committed to competitive purchasing practices in order to use taxpayer dollars wisely and responsibly while supporting the work of our staff and students. TASB Buyboard representative Lupe Mireles delivered a rebate check in the amount of \$98,139 to Ector County ISD for purchases made through the BuyBoard in 2022-23.

Recognition of UIL Student Congress (Debate) State Qualifier: Odessa High School *freshman* Ellie Mourning, was recognized for qualifying for the UIL State Congress, which, if you are unfamiliar with it, is debate. Congress is an individual contest in a large group setting. It models the legislative process of democracy, specifically, the United States Congress. Within this mock legislative assembly competition, contestants draft legislation submitted to the tournament, and they research the docket of bills and resolutions dealing with real-world social and political policies prior to the contest to prepare their speeches. She competed last week, January 9-11, and represented OHS, ECISD and Odessa very well.

Introduction of All-State and Academic All-State Students-Athletes: The Texas High School Coaches Association Academic All-State Teams recognize senior high school athletes, trainers and managers who excel in Grade Point Average, class rank and ACT/SAT score. We have fourteen student-athletes being honored by this coaches' association.

Texas Girls Coaches Association (TGCA) nominates based on the criteria of seniors with GPA 92+. We have two students honored by the Texas Girls Coaches Association.

Odessa High School Football (Texas High School Coaches Association)

Julian Almance - 2nd Team Academic All-State

Ricky Santiago - 2nd Team Academic All-State

Marc Minjarez - 2nd Team Academic All-State – NOT IN ATTENDANCE

Rowdy Mendoza - Honorable Mention Academic All-State

Andy Del Real - Honorable Mention Academic All-State

Adriel Galindo - Honorable Mention Academic All-State –NOT IN ATTENDANCE

Permian High School Football (Texas High School Coaches Association)

Marco Davis - 2nd Team Academic All-State

Felix Armendariz - Honorable Mention Academic All-State

Juzstyce Lara - Honorable Mention Academic All-State

Giancarlo Garcia - Honorable Mention Academic All-State

Preston Grizzell - Honorable Mention Academic All-State

Parker Haynes - Honorable Mention Academic All-State

Permian HS Volleyball

Ariyana Garcia - Academic All-State Texas Girls Coaches Association

Jordyn Jones -

- 2nd Team Academic All-State Texas High School Coaches Association
- Academic All-State from the Texas Girls Coaches Association

Jade Workman -

- 2nd Team Academic All-State Texas High School Coaches Association
- 6A All-State Volleyball from Texas Girls Coaches Association
- Greater Texas Ford Dealers Female Athlete of the Month in November

School Board Recognition Month Proclamation: January is School Board Recognition Month throughout Texas, and we are proud to celebrate our Trustees. Many campuses and departments throughout the District expressed their appreciation. Odessa Mayor Javier Joven was present to read a School Board Month proclamation from the City of Odessa.

26575 Opening Remarks by Superintendent: In his opening comments, Superintendent Dr. Scott Muri echoed the sentiments Mayor Joven highlighted in the School Board Month proclamation. He told the audience school board members are elected officials who work for free. He applauded the amount of time and energy they commit to the students and staff members of ECISD. He said he enjoys working with a strong board, like this one, and called it a privilege to be part of this Team of 8 that is doing really good work for kids.

26576 Public Comment: Individuals who wish to participate during the portion of the meeting designated for public comment shall sign up with the presiding officer or designee before the meeting begins as specified in the Board's procedures on public comment and shall indicate the agenda item on which they wish to address the Board. *BED(LOCAL)*

In public comment, Permian High School Senior Jade Workman thanked the Board of Trustees for providing support for athletics. She thanked her coaches for creating an atmosphere of success. She said she loves playing at Permian High School saying there is no place like it.

Permian High School Senior Jordyn Jones also thanked the Board of Trustees for its support of athletics and fine arts and the opportunities for competition, travel, and experiences beyond the classroom. She added she has learned a lot of life skills and lessons through these programs, and has made life-long friendships.

Bond 2023

26577 Bond 2023 Update: Superintendent of Schools Dr. Scott Muri along with Associate Superintendent of Operations Dr. Anthony Sorola and Chief Financial Officer Deborah Ottmers provided the Board of Trustees with the first Bond 2023 update since it was passed in November 2023.

Trustees discussed the outline of a five-year project calendar giving a look at which projects will reasonably be started this year (2024) and how they will carry over into future years until completed. If all goes according to schedule, the major construction projects will be done in 2-3 years and only some Priority 2 renovations/repairs/maintenance will be remaining in 2028.

Trustees also reviewed the estimated costs for each project and saw that a purchase order of more than \$3.1 million has already been created for interactive flat panel displays for classrooms (Promethean Boards). Those were ordered in December. Looking year-by-year, the schedule shows the largest portion of bond proceeds would be spent during 2025 as construction of the new middle school, new CTE Center, new Transportation Center, Permian High School auditorium renovation, Ag Farm and Transition Learning Center kick in. To note: most, if not

all, of the work on these projects during this year, 2024, will be in the design and planning phases.

Next, Trustees discussed land purchases. The new middle school will be on 40 acres on South Tripp Avenue in West Odessa, just north of Interstate 20. A housing community is being developed around the location of the new school. The new Career & Technical Education (CTE) Center will be located on 37 acres in the industrial complex on East Murphy Street, near the intersection with Meadow Avenue. This land was donated by Grow Odessa. A third piece of property is unrelated to Bond 2023 but will be used for future school district growth. It is Sunset Golf Course on Andrews Highway. It is slightly more than 169 acres and has a cost of \$3.4 million.

The management of the projects will be a combination of internal employees, external contractors, and bond staff hired by ECISD with bond dollars to support the Operations Division and the Finance Division. Staff members in these divisions do not have the personnel to run day-to-day requirements and manage all the bond projects that will come on-line in a short period of time.

A Bond Oversight Committee of 10 community members has been formed to review and monitor all the bond work over the next five years. This group will meet for the first time on January 23, 2024.

The district has put out a Request for Qualifications (RFQ) for architectural/engineering firms and will return to the school board in February to make recommendations on awarding projects to qualifying firms. ECISD will consider a variety of construction methods including competitive bidding, competitive sealed proposal, construction manager-agent, construction manager at risk, design-build and job order contracts.

No action required.

26578 **Discussion of and Request for Approval of Bond 2023 Purchases over \$50,000:** Moved by Brown, seconded by Woodall to approve the Bond 2023 Purchases over \$50,000 as presented. This item is for \$756,000 to purchase 40 acres on South Tripp, once a contract is finalized. This will be the site of the new middle school. The cost of the land is \$720,000 plus associated fees.

Motion unanimously approved.

Board Policy

26579 **Discussion of and Request for Approval of TASB Local Policy Update 122:** Moved by Abalos, seconded by Thayer to approve TASB Local Policy Update 122 as presented. The Texas Association of School Boards recommended revisions to this set of ten local board policies to keep them aligned to current law.

Motion unanimously approved.

Action Items

26580 **Discussion of and Request for Approval of Purchases over \$50,000:** Moved by Miller seconded by Hawkins to approve the Purchases over \$50,000 as presented. The two items on this list this month are the purchase of the land at 9301 Andrews Highway (Sunset Golf Course), once a contract is finalized, for future school district growth and design/engineering services for roof replacements and repair and miscellaneous related work.

Motion unanimously approved.

26581 **Discussion of and Request for Approval of 2023-2024 Budget Amendment #5:** Moved by Hawkins seconded by Abalos to approve 2023-2024 Budget Amendment #5 as presented.

Motion unanimously approved.

26582 **Discussion of and Request for Approval of Memorandum of Understanding between WestEd and ECISD for the Evaluation of the Air Tutors Program:** Moved by Abalos, seconded by Hawkins to approve the Memorandum of Understanding between WestEd and ECISD for the Evaluation of the Air Tutors Program as presented.

Motion unanimously approved.

26583 **Consent Agenda:** Moved by Hawkins, seconded by Abalos to approve Consent Agenda as presented.

- A. Request for Approval of Minutes of Meetings
- B. Request for Approval of Bills for Payment
- C. Request for Approval of Acceptance of Donations Over \$10,000
- D. Request for Approval of Community Training and Assistance Center (CTAC) Mutual Confidentiality and Non-Disclosure Agreement
- E. Request for Approval of Community Training and Assistance Center (CTAC) Collaborative Agreement
- F. Request for Approval of Office of the Governor Police Grants

Motion unanimously approved.

Report/Discussion Items

26584 **Presentation of the Tutor Co-Pilot Artificial Intelligence Cutting-Edge Research & Innovation Partnership with FEV Tutoring & Ector County ISD:** Associate Superintendent of Curriculum & Instruction Dr. Lilia Nájuez presented this item for discussion. Due to a flight cancellation the FEV representative was not able to attend to present. Trustees were presented with information about a cutting-edge research and innovation partnership with FEV Tutoring and Stanford University for a Tutor Co-Pilot program using Artificial Intelligence to support tutors. FEV Tutoring is one of the ¹¹²companies ECISD uses to provide high-dosage,

virtual tutoring. FEV is being used at 8 elementary schools, 1 middle school, and 1 high school. ECISD was selected due to being a top-performing high-impact tutoring district nationally. The concept is based on prior Stanford research and utilizes the knowledge of expert math teachers using AI searches to provide multiple, real-time suggestions for their tutors. The tutor can edit that response, too. The study will look at questions: how do tutors use an AI Tutor Co-Pilot and how does an AI Tutor Co-Pilot affect student engagement and academic growth? The study will be conducted through this semester with findings to be released around September.

No action required.

- 26585** **Possible Request for Approval to Move to Closed Meeting - Personnel Matters - Section 551.074 of the Texas Government Code [Board will deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of public employees of the District; or hear a complaint or charge against an officer or employee.] (The Board of Trustees will deliberate the hiring of the Principal at Ector Middle School). Security Personnel, Devices or Security Audits – Section 551-076 of the Texas Government Code (The Board will receive and deliberate a School Safety Audit Report). Consultations with Attorney – Section 551.071 of the Texas Open Meetings Act [The Board will meet in Closed Session in Consultation with the Board’s Attorney Regarding all Matters as Authorized by Law.]:**

Board President Christopher Stanley convened to the Board of Trustees to closed session at 7:49 p.m.

Board President Christopher Stanley reconvened the Board of Trustees to open session at 8:10 p.m.

Upon reconvening to open session, Dr. Scott Muri announced that Alejandra Garcia would be the new principal at Ector Middle School for the 2024-2025 school year. Ms. Garcia is currently the principal at Travis Elementary.

- 26586** **Information Items:** The Board of Trustees were provided with the following information items: Acknowledgement of Donations, Financials, Purchasing Report, and Routine Personnel Report.

- 26587** **Closing Remarks by the Superintendent:** There were no closing remarks.

- 26588** **Adjournment:** Board President Christopher Stanley adjourned the Board meeting at 8:10 p.m.

Board President
Christopher Stanley

Board Secretary
Tammy Hawkins



REQUEST FOR APPROVAL OF BILLS FOR PAYMENT

Attached you will find a list of disbursements for the previous month for your approval.

TO: BOARD OF TRUSTEES
ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT

FROM: ACCOUNTS PAYABLE

RE: CHECK REGISTER

The following check amounts for the operations, materials and supplies for the maintenance of the School District are presented for your approval.

For the period 1/11/2024 to 2/14/2024

ANALYSIS RECAPITULATION	AMOUNT
Operating Fund:	\$ 22,996,210.40

ECTOR COUNTY ISD
CHECK REGISTER
01/11/2024 - 02/14/2024

DATE	PAYEE	AMOUNT
1/17	ALL ABOARD AMERICA!	\$ 16,242.50
1/17	AMERICAN SALES AND SERVICE INC	5,477.86
1/17	AMERIPRIDE SERVICES INC.	517.57
1/17	BSN SPORTS INC	1,499.00
1/17	AUTOMATIC ICE MACHINE	1,268.48
1/17	CRISIS PREVENTION INSTITUTE INC	1,799.40
1/17	FLINN SCIENTIFIC INC	268.80
1/17	GOPHER SPORT	1,739.45
1/17	HENRY SCHEIN INC	23.96
1/17	VITAL SIGNS	1,697.70
1/17	LAKESHORE LEARNING MATERIALS	1,564.18
1/17	LOU'S CLINICAL LAB INC	965.00
1/17	MANSON WESTERN LLC	966.90
1/17	MORRISON SUPPLY CO	448.71
1/17	AIM MEDIA TEXAS OPERATING LLC	138.25
1/17	ODESSA WINLECTRIC	2,636.64
1/17	O REILLY AUTO ENTERPRISES LLC	1,678.42
1/17	POSITIVE PROMOTIONS	1,726.66
1/17	REGION IV SERVICE CENTER	55.00
1/17	SCHOLASTIC BOOK FAIRS	11,050.77
1/17	SCHOLASTIC INC	972.50
1/17	SECURED DOCUMENT SHREDDING INC	643.50
1/17	SIMS PLASTIC INC	465.30
1/17	TEACHER'S DISCOVERY	160.97
1/17	TRANE U.S. INC.	99,392.40
1/17	WEISSMAN'S DESIGN FOR DANCE	2,813.04
1/17	NAPA AUTO PARTS	458.99
1/17	SEIDLITZ EDUCATION, LLC	7,200.00
1/17	STONE TOWER GRAFIX	2,596.74
1/17	DESTINATION IMAGINATION INC.	495.00
1/17	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,384.21
1/17	DECKER INC	569.20
1/17	BEST CHOICE RESTAURANTS LLC	511.68
1/17	BEST CHOICE COFFEE SERVICES LLC	372.52
1/17	B E PUBLISHING	2,123.75
1/24	4IMPRINT INC	2,595.47
1/24	ALL ABOARD AMERICA!	3,218.00
1/24	ALL ABOUT HEARING	573.00
1/24	AMERIPRIDE SERVICES INC.	517.57
1/24	DIAMOND BUSINESS SERVICES INC	848.33
1/24	EDUCATIONAL PRODUCTS INC.	1,396.00
1/24	GANDY INK	185.00
1/24	GRAPHIC SOLUTIONS GROUP	831.57
1/24	INTERNATIONAL BACCALAUREATE ORGANIZATION	157.00
1/24	J W PEPPER & SON INC	1,465.11

1/24	VITAL SIGNS	774.97
1/24	LAKESHORE LEARNING MATERIALS	1,507.29
1/24	MANSON WESTERN LLC	493.00
1/24	MUSIC IN MOTION	242.89
1/24	O REILLY AUTO ENTERPRISES LLC	342.48
1/24	ORIENTAL TRADING COMPANY INC	401.81
1/24	PERMA-BOUND BOOKS	122.73
1/24	POSITIVE PROMOTIONS	558.20
1/24	REGION 13 EDUCATION SERVICE CENTER	10.00
1/24	SCANTRON CORP	228.74
1/24	SCHOLASTIC BOOK FAIRS	8,809.54
1/24	SCHOLASTIC INC	153.10
1/24	SECURED DOCUMENT SHREDDING INC	1,576.29
1/24	SPECTRUM CORPORATION	700.63
1/24	TEXAS COMPUTER EDUCATION ASSOCIATION	3,616.00
1/24	TRANE U.S. INC.	1,415,886.00
1/24	WEST MUSIC CO	95.20
1/24	BROADWAY MOTOR INC	5,902.01
1/24	FOLLETT SCHOOL SOLUTIONS INC	280.60
1/24	HTL OPERATING LLC	9,500.45
1/24	NAPA AUTO PARTS	2,394.08
1/24	SHIFFLER EQUIPMENT SALES	3,849.99
1/24	N J MALIN & ASSOCIATES LLC	37.00
1/24	RTC INC.	3,835.00
1/24	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,451.72
1/24	OMNIGO SOFTWARE LLC	15,953.50
1/24	GATEWAY EDUCATION HOLDINGS LLC	650.00
1/24	BEST CHOICE COFFEE SERVICES LLC	60.68
1/24	SCHOOL SPECIALTY LLC	169.81
1/31	4IMPRINT INC	4,450.39
1/31	ALERT SERVICES INC	2,359.96
1/31	AMERIPRIDE SERVICES INC.	521.49
1/31	AVID CENTER	1,740.00
1/31	B-LINE FILTER & SUPPLY INC	5,074.44
1/31	AUTOMATIC ICE MACHINE	1,856.65
1/31	DIAMOND BUSINESS SERVICES INC	138.34
1/31	THE GOODHEART-WILLCOX COMPANY INC	2,066.00
1/31	J W PEPPER & SON INC	264.98
1/31	LAKESHORE LEARNING MATERIALS	12,345.14
1/31	MARK'S PLUMBING PARTS	2,145.24
1/31	MATHWARM-UPS.COM	1,820.00
1/31	MSC INDUSTRIAL SUPPLY CO.	182.88
1/31	PLANK ROAD PUBLISHING INC	82.25
1/31	ODESSA WINLECTRIC	414.00
1/31	ODESSA WINLECTRIC	602.72
1/31	O REILLY AUTO ENTERPRISES LLC	620.93
1/31	O REILLY AUTOMOTIVE STORES INC	93.81
1/31	ORIENTAL TRADING COMPANY INC	1,911.05
1/31	POLLOCK INVESTMENTS INC	3,754.80
1/31	REGION IV EDUCATION SERVICE CENTER	55.00

1/31	REGION 13 EDUCATION SERVICE CENTER	5,500.00
1/31	SCHOLASTIC BOOK FAIRS	246.10
1/31	SCHOLASTIC INC	1,383.90
1/31	SCHOOL NURSE SUPPLY INC	403.54
1/31	SECURED DOCUMENT SHREDDING INC	651.21
1/31	SOLUTION TREE INC	3,845.00
1/31	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	195.00
1/31	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	1,556.00
1/31	THE BOSWORTH LTD	14,289.96
1/31	TRANE U.S. INC.	407,863.00
1/31	WEST MUSIC CO	7.67
1/31	NAPA AUTO PARTS	2,177.42
1/31	PINNACLE PROPANE LLC	66.00
1/31	KENT ADHESIVE PRODUCTS COMPANY - KAPCO	111.12
1/31	CHESS.COM LLC	10,000.00
1/31	SELERIX SYSTEMS INC	2,000.00
1/31	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,517.64
1/31	JOSTENS INC	6,798.00
1/31	CMC NEPTUNE LLC	1,800.00
1/31	BEST CHOICE COFFEE SERVICES LLC	304.11
1/31	BEST CHOICE COFFEE SERVICES LLC	771.64
1/31	SCHOOL SPECIALTY LLC	8,215.91
1/31	CONCORD THEATRICALS CORP	492.85
1/31	CENTURY RESOURCES LLC	14.61
2/7	4IMPRINT INC	792.81
2/7	ALL ABOARD AMERICA!	3,851.70
2/7	ALL ABOUT HEARING	550.00
2/7	AMERIPRIDE SERVICES INC.	716.46
2/7	BSN SPORTS INC	3,162.97
2/7	BUCK'S WHEEL & EQUIPMENT COMPANY	1,193.10
2/7	CENTERS FOR CHILDREN & FAMILIES	2,250.00
2/7	CEV MULTIMEDIA	1,240.00
2/7	AUTOMATIC ICE MACHINE	389.00
2/7	COMPUTATA SOLUTIONS LLC	168.00
2/7	DIAMOND BUSINESS SERVICES INC	729.33
2/7	FACTS ON FILE	7,356.20
2/7	HEXCO INC	416.00
2/7	J W PEPPER & SON INC	190.24
2/7	VITAL SIGNS	60.34
2/7	LAKESHORE LEARNING MATERIALS	8,663.10
2/7	LAWSON PRODUCTS INC	716.33
2/7	MARK'S PLUMBING PARTS	2,030.04
2/7	MEDLEY MATERIAL HANDLING CO	1,708.66
2/7	PLANK ROAD PUBLISHING INC	50.35
2/7	O REILLY AUTO ENTERPRISES LLC	919.83
2/7	SCHOLASTIC BOOK FAIRS	2,675.95
2/7	SECURED DOCUMENT SHREDDING INC	34.82
2/7	SIMS PLASTIC INC	1,323.46
2/7	TEXAS ART EDUCATION ASSOCIATION (TAEA) 118	1,360.00
2/7	TEXAS ASSOCIATION OF SCHOOL BUSINESS OFFICIALS	390.00

2/7	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	644.00
2/7	THE BOSWORTH LTD	4,694.14
2/7	THERMO FLUIDS INC	744.86
2/7	NAPA AUTO PARTS	560.71
2/7	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,450.26
2/7	HOPE KING TEACHING RESOURCES INC	900.00
2/7	SOUTHERN TIRE MART LLC	1,904.28
2/7	BEST CHOICE COFFEE SERVICES LLC	33.64
2/7	SCHOOL SPECIALTY LLC	11,618.50
2/14	ALERT SERVICES INC	365.04
2/14	AMERIPRIDE SERVICES INC.	677.77
2/14	BSN SPORTS INC	1,129.52
2/14	BUCK'S WHEEL & EQUIPMENT COMPANY	951.81
2/14	COMPUTATA SOLUTIONS LLC	168.00
2/14	DIAMOND BUSINESS SERVICES INC	3,811.84
2/14	FLINN SCIENTIFIC INC	495.00
2/14	FRANKLIN-COVEY CLIENT SALES, INC.	2,145.00
2/14	GANDY INK	2,648.38
2/14	GOPHER SPORT	876.00
2/14	INTERNATIONAL BACCALAUREATE ORGANIZATION	4,000.00
2/14	J W PEPPER & SON INC	917.67
2/14	VITAL SIGNS	3,101.85
2/14	LAKESHORE LEARNING MATERIALS	16,192.77
2/14	LOU'S CLINICAL LAB INC	2,260.00
2/14	MIDLAND SAFETY & HEALTH SALES	4,726.00
2/14	MUSIC IN MOTION	553.28
2/14	AIM MEDIA TEXAS OPERATING LLC	1,106.00
2/14	ODESSA WINLECTRIC	777.69
2/14	O REILLY AUTO ENTERPRISES LLC	1,413.91
2/14	ORIENTAL TRADING COMPANY INC	299.59
2/14	POSITIVE PROMOTIONS	288.90
2/14	SCHOLASTIC BOOK FAIR INC.	3,804.23
2/14	SIMS PLASTIC INC	1,031.34
2/14	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	878.00
2/14	THE BOSWORTH LTD	73,231.00
2/14	THE BOSWORTH LTD	32.33
2/14	TRANE U.S. INC.	80,916.52
2/14	WEST MUSIC CO	55.72
2/14	WOLFCOM ENTERPRISES	3,115.50
2/14	BROADWAY MOTORS INC	507.56
2/14	NAPA AUTO PARTS	75.18
2/14	SELERIX SYSTEMS INC	6,037.50
2/14	DATA RECOGNITION COPORATION	1,013.00
2/14	ARAMARK UNIFORM & CAREER APPAREL GROUP INC.	1,483.95
2/14	LRP CONFERENCE. LLC	10,500.00
2/14	BEST CHOICE RESTAURANTS LLC	207.36
2/14	PARTS TOWN, LLC	839.80
2/14	SCHOOL SPECIALTY LLC	6,690.57
1/12	WEST TEXAS EDUCATORS	3,205.50
1/17	ABEL AVILA	145.00

1/17	ACCELERATE LEARNING INC.	96,795.00
1/17	ACE MART RESTAURANT SUPPLY CO	494,395.14
1/17	ADT PIZZA LLC	116.98
1/17	AIDE GARCIA	53.97
1/17	AIR TUTORS LLC	6,800.00
1/17	ALAN WILLIAMS	115.00
1/17	ALICIA SYVERSON	669.40
1/17	ALPHA FOODS CO.	30,377.76
1/17	AMANDA PADILLA	41.79
1/17	AMANDA VESELY	96.68
1/17	AMARILIS VELEZ ORTIZ	38.58
1/17	AMAZON CAPITAL SERVICES	38,763.41
1/17	ANDREA MORENO HEWITT	276.00
1/17	ANDREA VALERO	40.15
1/17	ANGELA JOHNSON	34.65
1/17	ANNIE ARREDONDO	601.60
1/17	ANNIE NELSON	98.77
1/17	ANTHONY SCOTT	68.91
1/17	ASHLI SATTERWHITE	28.56
1/17	ATHLETIC SUPPLY INC	3,449.00
1/17	ATMOS ENERGY	63,887.94
1/17	AUDIO ACOUSTICS HEARING CENTERS	170.00
1/17	BEATRIS MATA	48.00
1/17	BECKY QUIROZ	59.41
1/17	BIMBO BAKERIES USA	2,989.95
1/17	DICK BLICK COMPANY	2,319.67
1/17	BLUE STAR BUS SALES LTD	2,210.29
1/17	BOOKBINDING & LAMINATING INC	199.50
1/17	BRANDY SANDERS	2,556.00
1/17	SPARKLIGHT	259.18
1/17	SPARKLIGHT	1,465.00
1/17	SPARKLIGHT	318.91
1/17	SYNOVIA SOLUTIONS LLC	16,800.00
1/17	CAVALLO ENERGY TEXAS LLC	91,374.60
1/17	CAVALLO ENERGY TEXAS LLC	141,054.41
1/17	CAREER AND TECHNOLOGY ASSOCIATION OF TEXAS	2,025.00
1/17	CASHWAY WEST, INC.	34.95
1/17	CDW-G	207,736.02
1/17	CECILIA NUNEZ	71.53
1/17	CHANTAL HERNANDEZ	62.68
1/17	CHRISTINA SIFUENTEZ	82.39
1/17	CHRISTINE DOCKALL	21.22
1/17	CHRISTY KENNEDY	96.55
1/17	CIRCLE P RANCH SUPPLY INC	457.89
1/17	CITY OF ODESSA WATER DEPT	103,140.71
1/17	CLAUDIA CALLEROS	8.65
1/17	COMMERCIAL FOOD SERVICE	185.50
1/17	CONTROL TECHNOLOGIES INC	33,679.06
1/17	CREATIVE LANGUAGE CLASS LLC	654.50
1/17	CRISTA MITCHEL	43.75

1/17	CRYSTAL PENA	21.29
1/17	CULLIGAN WATER CONDITIONING OF WEST TEXAS	336.50
1/17	CUSTOM WHOLESALE SUPPLY INC	1,434.00
1/17	CYNTHIA RUBALCADO	127.13
1/17	DAXWELL	2,034.00
1/17	ELIZABETH MARJASON	48.27
1/17	ELIZABETH QUINTELA	24.30
1/17	ERIC GARCIA	4,274.00
1/17	ERIN CAMPOS-BUENO	224.00
1/17	ESGI, LLC	2,158.40
1/17	FABIOLA SOTO	47.42
1/17	FEDEX	56.54
1/17	FERGUSON FACILITIES SUPPLY	5,252.00
1/17	FORDE-FERRIER EDUCATIONAL SERVICE	18,720.00
1/17	FRANCESCA FLORANCE	36.03
1/17	G H DAIRY	34,118.43
1/17	GABRIELA BARRY	148.68
1/17	GARY MCMILLAN	30.46
1/17	GRAINGER	1,837.91
1/17	GRANDE COMMUNICATIONS NETWORK LLC	1,626.71
1/17	HAPPY GRINGO LLC	7,374.67
1/17	HAYNES & BOONE LLP	195.00
1/17	HOME DEPOT USA INC - STORE #562	1,889.08
1/17	HUMBERTO HERNANDEZ JR	682.18
1/17	I2E LLC	7,750.00
1/17	INTERNATIONAL SOCIETY FOR	295.00
1/17	IRMA GOMEZ	132.94
1/17	IRVING HS - IRVING ISD	565.00
1/17	KEVIN D BALLARD INC	334.75
1/17	JAIME MILLER	1,073.72
1/17	JENNIFER WIMBERLEY	20.70
1/17	JESSICA GORE	276.00
1/17	JORGE DIAZ	62.09
1/17	JULIA KELTON	91.77
1/17	KEELEY BOYER	224.00
1/17	KELLY STANSELL	744.60
1/17	KRISTI EICHER	293.64
1/17	L WALLACE CONSTRUCTION CO INC	138,736.91
1/17	LABATT FOOD SERVICE	54,327.08
1/17	LEAD4WARD LLC	6,775.00
1/17	LIGHT HOUSE FUNDRAISING INC	340.00
1/17	LILIA NANEZ	298.00
1/17	LISA WILLS	744.98
1/17	LOVING GUIDANCE INC	699.00
1/17	LVR COMMERICAL FLOORING	46,707.31
1/17	LVR COMMERICAL FLOORING	6,601.55
1/17	LYNDSAY FREEMAN	63.93
1/17	MARIA ORTIZ	804.43
1/17	MARIA T. RUBIO	37.14
1/17	MARISSA LOPEZ	65.07

1/17	MARK BENNETT	852.39
1/17	MARK BENNETT	1,196.76
1/17	MARK BENNETT	3,700.00
1/17	MARK BENNETT	400.00
1/17	MARK BENNETT	946.68
1/17	MAURICIO MARQUEZ	669.40
1/17	MELANA MOSS	66.61
1/17	MELISSA QUINTELA	6.48
1/17	MELISSA S RIVERA	100.35
1/17	MELISSA SKINNER	224.00
1/17	MICHAEL JOE WILLIAMSON	48.14
1/17	MICHELLE HAMMON	13.89
1/17	MICHELLE MADRID	132.31
1/17	MIKAYLA WILLIAMS	520.88
1/17	MRB CONTRACTORS LLC	181,478.50
1/17	MSB CONSULTING GROUP LLC	1,045.81
1/17	NATALIE GUARA	63.93
1/17	NATIONAL TRAVEL SYSTEMS	292.95
1/17	NAYELI MARTINEZ	55.02
1/17	NCS PEARSON INC	13,900.00
1/17	NIMBUS DRINKING WATER SYSTEMS	56.00
1/17	NORA ISELA CRUZ	64.78
1/17	NORMA JIMENEZ	77.42
1/17	NUNEZ FENCE	3,200.00
1/17	NUNEZ FENCE	9,000.00
1/17	ODESSA COLLEGE	700.00
1/17	ODESSA SIGN SOLUTION LLC	3,384.00
1/17	SEWCO INC	11,132.94
1/17	ONCE RAMOS LLC	892.50
1/17	CONSUELO RODRIGUEZ	39.00
1/17	ERIN GWILLIAM	82.30
1/17	PATRICIA LOGAN	74.54
1/17	PAULINA FOWLER	57.64
1/17	PENSKE COMMERCIAL VEHICLES US LLC	807.47
1/17	PIRAINO CONSULTING, INC	2,869,616.00
1/17	PLAYGROUNDS ETC	5,909.00
1/17	PRECISION BUSINESS MACHINES INC (PBM)	7,426.57
1/17	PRENTKE ROMICH COMPANY	2,500.00
1/17	REGION 18 EDUCATION SERVICE CENTER	125.00
1/17	RILEY COFFMAN	222.05
1/17	ROBERTS TRUCK CENTER OF TEXAS	403.43
1/17	ROSAS CAFE / BOBBY COX Co.	1,135.66
1/17	SHALON JORDAN	9.82
1/17	SHERWIN WILLIAMS	446.76
1/17	SHERWIN WILLIAMS (FLOORING)	307.40
1/17	SOCORRO RODRIGUEZ	37.99
1/17	SWEET PIZZA LLC	46.99
1/17	SYSCO USA, INC	99,415.73
1/17	TEXAS ASSOCIATION OF SCHOOL	125.00
1/17	TEXAS SCOTTISH RITE HOSPITAL	225.00

1/17	THE LINCOLN ELECTRIC COMPANY	225.00
1/17	THINK BIG LEARNING INC	4,500.00
1/17	THIRD FUTURE SCHOOLS TEXAS	14,344.48
1/17	TIDEWATER DISTRIBUTORS LLC	1,838.05
1/17	TOSHIBA AMERICA BUSINESS SOLUTIONS INC	180.00
1/17	TYSON PREPARED FOOD, INC.	41,238.72
1/17	UNITED PARCEL SERVICE INC	57.67
1/17	VERIZON WIRELESS SERVICES LLC	3,163.20
1/17	VICTORIA HOLGUIN	559.24
1/17	VIKTORIA R HENDERSON	71.85
1/17	VIRGINIA HUNT	143.64
1/17	IMPERIAL BAG & PAPER LLC	2,952.91
1/17	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	3,000.00
1/17	WAWONA FROZEN FOOD I	77,016.96
1/17	WHITE HOUSE MEAT MARKET	350.71
1/17	XEROX CORPORATION	724.84
1/24	AETNA LIFE INSURANCE COMPANY	5,870.88
1/24	AIR TUTORS LLC	2,875.00
1/24	AIR TUTORS LLC	335,220.00
1/24	ALLISON SANTIAGO	500.00
1/24	AMANDA WEBBER	288.00
1/24	AMAZON CAPITAL SERVICES	60,710.20
1/24	AMAZON CAPITAL SERVICES	302.18
1/24	AMY ANDERSON	89.66
1/24	ANGELICA MORENO	145.00
1/24	ANGELO STATE UNIVERSITY	4,167.45
1/24	ANGELO STATE UNIVERSITY	3,870.45
1/24	ANITA MCKAY	288.00
1/24	ANNETTE MARTINEZ	288.00
1/24	ANNIE ARREDONDO	48.08
1/24	ANNIE ARREDONDO	2,149.42
1/24	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	4,019,443.54
1/24	ASHLEY ROJO	288.00
1/24	ASHLEY SELLERS	32.68
1/24	AT&T	9,788.74
1/24	AT&T LONG DISTANCE	6.14
1/24	ATHLETIC SUPPLY INC	3,345.00
1/24	ATLANTIS POOL PLASTER INC	37,495.00
1/24	AUDIO ACOUSTICS HEARING CENTERS	550.00
1/24	BEATRIS MATA	79.67
1/24	BECKY RAMIREZ	26.99
1/24	BERTA SALDIBAR	2,149.42
1/24	BIG DADDY'S	2,679.35
1/24	BIMBO BAKERIES USA	5,121.40
1/24	BLAIR LAWSON	85.87
1/24	BLAIR LAWSON	206.50
1/24	BLANCA ANAYA	24.30
1/24	DICK BLICK COMPANY	2,632.09
1/24	BLUE STAR BUS SALES LTD	254.88
1/24	BOSS DEZIGNS	428.00

1/24	BRADLEY MERRITT	1,173.01
1/24	BRENDA CREEAR	1,122.65
1/24	BRIAN BODIFORD	247.92
1/24	BRITTANI R ESPINO	288.00
1/24	BRITTANY ETHERTON	288.00
1/24	BRITTANY MOLINAR	288.00
1/24	BUSINESS PROFESSIONALS OF AMERICA-AREA 4 REGION 2	865.00
1/24	SYNOVIA SOLUTIONS LLC	65,520.00
1/24	CALPINE CORPORATION	42.04
1/24	CARA SHEPHARD	288.00
1/24	CARA SHEPHARD	1,139.80
1/24	CAROLINA BIOLOGICAL SUPPLY CO	212.40
1/24	CDW-G	9,964.50
1/24	CHERYL WILSON	28.89
1/24	NBCEC INC	657.05
1/24	CHRISTI NICKELS	288.00
1/24	CHRISTINA SIFUENTEZ	288.00
1/24	CHRISTINE SMITH	125.00
1/24	CHRISTOPHER SOTO	170.70
1/24	CIRCLE P RANCH SUPPLY INC	162.31
1/24	COCA-COLA SOUTHWEST BEVERAGES LLC	498.36
1/24	COMPASS ACADEMY CHARTER SCHOOL INC	1,263.00
1/24	COURTNEY BRANSCUM	2,067.00
1/24	CREATIVE LANGUAGE CLASS LLC	200.00
1/24	CRISTINA FIGUEROA	14.41
1/24	CULLIGAN WATER CONDITIONING OF WEST TEXAS	172.00
1/24	DAN CASTILLO	51.03
1/24	DANIELLE GINGRAS JONES	288.00
1/24	DARRYL WILLIAMS	13,075.00
1/24	DAVID CUPP	279.68
1/24	DELESA STYLES	2,105.52
1/24	DENISE HOUGH	288.00
1/24	DONNA WEELDREYER	564.85
1/24	DS WATERS OF AMERICA INC	58.52
1/24	ECISD CULINARY ARTS	892.50
1/24	ECISD EDUCATION FOUNDATION	254.00
1/24	ECTOR COUNTY ABSTRACT & TITLE	5,000.00
1/24	ECTOR COUNTY UTILITY DISTRICT	6,145.72
1/24	ED PRICE	94.50
1/24	ELIZABETH MCNABB	288.00
1/24	ELUMA LLC	123,336.74
1/24	EMMA HERNANDEZ	288.00
1/24	FEDERAL EXPRESS CORPORATION	63.96
1/24	FIDENCIA GUTIERREZ	11.72
1/24	FOLLETT CONTENT SOLUTIONS LLC	570.85
1/24	FORDE-FERRIER EDUCATIONAL SERVICE	2,000.00
1/24	G H DAIRY	27,438.15
1/24	GABRIELA BARRY	288.00
1/24	GABRIELLA HOLGUIN	46.96
1/24	GARDENDALE WATER CO	56.00

1/24	GINGER STOREY	1,704.57
1/24	GRAINGER	18.10
1/24	GRANDE COMMUNICATIONS NETWORK LLC	4,930.80
1/24	HEINEMANN	875.01
1/24	HAYNES & BOONE LLP	200.00
1/24	HEATHER DOLLOFF	2,149.42
1/24	HEIDI L HELFERICH	19.13
1/24	HORTENCIA DEL BOSQUE	86.53
1/24	HUMBERTO HERNANDEZ JR	7,480.00
1/24	ISPHERE INNOVATION PARTNERS LLC	22,992.50
1/24	ISTATION	14,000.00
1/24	KEVIN D BALLARD INC	3,202.75
1/24	JACKSON VINES	140.00
1/24	JAVIER RUIZ	160.00
1/24	JENNIFER MEILE	2,149.42
1/24	JESSICA DOMINGUEZ	288.00
1/24	JESSICA N. MORENO	125.00
1/24	JOSE MINJAREZ	281.50
1/24	K. B. SAFE & LOCK CO	180.60
1/24	KATHERYNE E DAVIS	239.00
1/24	KAY'S EMBLEMS INC	2,406.25
1/24	KAYLEA BROOKS	288.00
1/24	KELLIE COLLINS	45.52
1/24	KENNEDI HERNANDEZ	172.21
1/24	KIMBERLY ANN LUNA	145.00
1/24	KIMBERLY BRYER	136.96
1/24	KIMBERLY CARRASCO	100.08
1/24	KIMBERLY CARRASCO	160.00
1/24	KIMBERLY GUERRA	31.57
1/24	KIMBERLY QUIROZ	288.00
1/24	KRISTEN VESELY	538.74
1/24	KRISTI L. BARTLETT	34.06
1/24	KRONOS INC.	8,250.00
1/24	KYLA MCGARY	319.00
1/24	LABATT FOOD SERVICE	83,142.98
1/24	LATASHA KECHAH	288.00
1/24	LAUREN TAVAREZ	288.00
1/24	LAURIE BRUNER	288.00
1/24	LEAD4WARD LLC	255.00
1/24	LESLIE GRANADO	125.00
1/24	LIDIA C VALENZUELA	44.54
1/24	LINDE GAS & EQUIPMENT INC	670.82
1/24	LISA DONAHO	18.47
1/24	LISA HULSEY	17.69
1/24	LORENZO R MASONSONG	58.68
1/24	LYDIA GAIL ROUNDTREE	288.00
1/24	MABEL GUTIERREZ	288.00
1/24	MANDY HINOJOS	288.00
1/24	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	21,897.93
1/24	MARA GARZA	500.00

1/24	MARCIA TOMBOSKY	1,173.01
1/24	MARGARITA CORRAL	7.27
1/24	MARISSA LOPEZ	288.00
1/24	MARIVEL CORRALES	39.04
1/24	MARLA HOPPINS	40.22
1/24	MATHEO FUENTES SANTIAGO	32.57
1/24	MAYRA VENEGAS REYNOSO	288.00
1/24	MELISSA O. AVILA	145.00
1/24	MICHAEL FLAX	1,450.00
1/24	MICHELLE A BRAUE	500.00
1/24	MICHELLE A. PRESS	288.00
1/24	MICHELLE HAMMON	60.98
1/24	MICHELLE HERNANDEZ	125.00
1/24	MICHELLE MADRID	288.00
1/24	MIDLAND-ODESSA SYMPHONY & CHORALE	4,000.00
1/24	MIKAL CROWDER	1,745.00
1/24	MSB CONSULTING GROUP LLC	73.82
1/24	MYRNA DIAZ	288.00
1/24	N-TUNE MUSIC & SOUND INC	1,780.80
1/24	NAOMI FUENTES	145.00
1/24	NATALIE FITZGERALD	51.03
1/24	NATALIE GUARA	334.46
1/24	NATIONAL FOOD GROUP INC	46,041.60
1/24	NATIONAL TRAVEL SYSTEMS	5,954.46
1/24	NETSYNC NETWORK SOLUTIONS	110,000.00
1/24	NIMBUS DRINKING WATER SYSTEMS	537.50
1/24	NOHEMI YBARRA	29.74
1/24	ODESSA CHAMBER OF COMMERCE	125.00
1/24	ODESSA COLLEGE	1,046,951.00
1/24	ODESSA COUNCIL FOR ARTS & HUMANITIES	225.00
1/24	ODESSA SIGN SOLUTION LLC	275.00
1/24	SEWCO INC	6,325.39
1/24	ONCE RAMOS LLC	1,097.70
1/24	OTIS ELEVATOR COMPANY INC	1,052.75
1/24	OTIS ELEVATOR COMPANY INC	1,407.50
1/24	OTIS ELEVATOR COMPANY INC	1,289.25
1/24	OTIS ELEVATOR COMPANY INC	715.00
1/24	PATRICIA HOLGUIN	288.00
1/24	PENSKE COMMERCIAL VEHICLES US LLC	1,147.03
1/24	PERLA QUINTANA	20.37
1/24	PETROPLEX OFFICE SUPPLY, INC.	1,456.00
1/24	PLASCO ID HOLDING LLC	6,094.63
1/24	POCKET NURSE ENTERPRISES INC	2,190.73
1/24	PRESENCE LEARNING INC	7,234.00
1/24	RACHEL GALVAN	288.00
1/24	REBECCA AVERY BUGG	288.00
1/24	REBECCA J NORRIS	288.00
1/24	REGION 10 EDUCATION SERVICE CENTER	450.00
1/24	RHONDA LONG	38.65
1/24	RICHARD VAN PELT	58.68

1/24	ROBERTS TRUCK CENTER OF TEXAS	784.90
1/24	ROSAS CAFE / BOBBY COX Co.	450.91
1/24	ROSELL D CAUFIELD	2,600.00
1/24	ROUND ROCK INDEPENDENT SCHOOL DISTRICT	150.00
1/24	SALLY POOL	76.11
1/24	SARITA BROWN	288.00
1/24	SCANNING PENS INC.	19,434.00
1/24	SCRUBS & DUDS	102.00
1/24	THE SEWELL FAMILY OR COMPANIES INC	217.06
1/24	SHANNON BEARD	125.00
1/24	SHARI RILEY	1,130.58
1/24	SHAWNEEQUA NUNEZ	685.75
1/24	SHELLEY GARCIA	1,820.00
1/24	SIRIA DUTCHOVER	32.88
1/24	SONIA ROCHA	2,149.42
1/24	SOUTHERN MAID DONUTS	47.50
1/24	STACI WALTON	288.00
1/24	STEPHANIE CLARK	288.00
1/24	STEPHANIE VILLAVICENCIO GARCIA	31.71
1/24	STEPHANIE SALAS	288.00
1/24	STEWART & STEVENSON LLC	1,856.93
1/24	SUHEY CHAVEZ	15.13
1/24	SYSCO USA, INC	43,122.18
1/24	TABITHA NAJERA	288.00
1/24	TERESA MOLINAR	12.38
1/24	TESS DONNER	7,350.00
1/24	TEXAS ASSOCIATION OF SCHOOL BOARDS	5,000.00
1/24	TEXAS SCHOOL PUBLIC RELATIONS ASSOCIATION INC	325.00
1/24	TEXAS DEPARTMENT OF INFORMATION RESOURCES	395.48
1/24	TEXAS EDUCATIONAL SUPPORT	45.00
1/24	THE CENTER FOR GUIDED MONTESSORI STUDIES, INC.	298.02
1/24	TIL-LOIS FIFER	288.00
1/24	TIM GILLEY	29.54
1/24	TORI HENDERSON	62.23
1/24	TRINICIA WATSON	288.00
1/24	TYLER SERRATO	37.95
1/24	TYLER TECHNOLOGIES INC	104,734.83
1/24	UNITED REFRIGERATION	705.05
1/24	UNITED SUPERMARKET LLC	86.26
1/24	UNITED WAY OF ODESSA	5,614.65
1/24	UNIVERSITY OF TX-PERMIAN BASIN	5,200.00
1/24	UNIVERSITY OF TX-PERMIAN BASIN	3,659.90
1/24	UNIVERSITY OF TX-PERMIAN BASIN	355.99
1/24	VALARIE SHREVES	288.00
1/24	VALERIE HELITON	44.41
1/24	VALERIE STILES	160.00
1/24	VERIZON WIRELESS SERVICES LLC	1,132.48
1/24	VERTICAL SCHOOL PARTNERS LP	1,375.00
1/24	VEX ROBOTICS INC	1,375.96
1/24	VIKTORIA R HENDERSON	288.00

1/24	IMPERIAL BAG & PAPER LLC	27,164.29
1/24	WHITNEY CREEKMORE	79.11
1/24	WILLIAM KENT MCCORD	77.22
1/24	WILLIAMS PAVING & EXCAVATION. INC	37,400.00
1/24	XEROX CORPORATION	45,181.92
1/24	YVONNE FRANCO	13.03
1/24	ZULEMA PALOMINO	31.64
1/29	WEST TEXAS EDUCATORS	3,304.50
1/29	WEST TEXAS EDUCATORS	231,500.62
1/31	AMAZON CAPITAL SERVICES	18,630.12
1/31	AMERICAN EXPRESS	12,069.56
1/31	AMERICAN FAMILY LIFE & CANCER	41.50
1/31	AMERICAN FAMILY LIFE & CANCER	6.00
1/31	AMY ANDERSON	150.26
1/31	ANTHONY GARCIA	576.60
1/31	APPLE, INC	2,046.00
1/31	ARIEL THURBER	171.04
1/31	ASSOCIATION OF TEXAS	2,886.95
1/31	AT&T	76.66
1/31	AT&T	1,282.43
1/31	AT&T MOBILITY	57.63
1/31	ATHLETIC SUPPLY INC	8,923.00
1/31	ATKINS HOLLMAN JONES PEACOCK	13,007.42
1/31	AUDIO ACOUSTICS HEARING CENTERS	13,374.00
1/31	BECKY RAMIREZ	743.60
1/31	BECKY RAMIREZ	673.58
1/31	BERKSHIRE PRODUCTION SUPPLY LLC	10,160.58
1/31	BERTA SALDIBAR	175.27
1/31	BIG BEND TELECOM LTD	3,900.00
1/31	BIMBO BAKERIES USA	3,648.78
1/31	DICK BLICK COMPANY	3,484.17
1/31	BLUE STAR BUS SALES LTD	2,212.96
1/31	BLUEFIN LLC	11,824.24
1/31	BLUEFIN LLC	904.21
1/31	BRAKES AND WHEELS INC.	915.20
1/31	BRAZOS DOOR & HARDWARE	7,530.00
1/31	BRIAN BODIFORD	342.92
1/31	BRIAN G AROCHA SR	1,215.00
1/31	BRIDGETTE CASAS	1,593.72
1/31	SPARKLIGHT	359.92
1/31	CAVALLO ENERGY TEXAS LLC	124,664.23
1/31	CASHWAY WEST, INC.	19.98
1/31	CATHERINE CARUSO	32.57
1/31	CREATIVE ART TREASURES	285.00
1/31	CDW-G	17,108.53
1/31	CHANCEY WESTFALL	1,107.53
1/31	CHERYL HINESLY	43.43
1/31	NBCEC INC	62.50
1/31	CHRISTINE VAN SYOC	186.00
1/31	COLLEGE BOARD INSTITUTIONS	639.00

1/31	COLLEGE ENTRANCE EXAMINATION BOARD	150.00
1/31	CONTROL TECHNOLOGIES INC	817.07
1/31	CONTROL TECHNOLOGIES INC	11,490.50
1/31	CONTROL TECHNOLOGIES INC	10,814.50
1/31	CONTROL TECHNOLOGIES INC	10,097.50
1/31	CORRAL ENVIRONMENTAL CONSULTING, LLC	1,800.00
1/31	CREATIVE LANGUAGE CLASS LLC	400.00
1/31	HOHENBERGER INC	12,555.91
1/31	CURRICULUM ASSOCIATES INC	4,000.00
1/31	CUSTOM SOCK SHOP LLC	1,887.90
1/31	CYNDI WASHINGTON	184.60
1/31	DALE'S ALIGNMENT & BRAKE SERVICE INC	110.00
1/31	DANA SAFETY SUPPLY	16,479.06
1/31	DANIEL WARD	2,641.96
1/31	DAVID CUPP	44.80
1/31	ECISD EDUCATION FOUNDATION	422.00
1/31	ECS LEARNING SYSTEM	21,924.00
1/31	ED PRICE	115.00
1/31	EFREN ZUNIGA	903.75
1/31	ELISEO GOMEZ	28.10
1/31	ELIZABETH GUERRA	189.41
1/31	ELLEN SMITH	37.34
1/31	ELUMA LLC	6,792.60
1/31	EPALLET INC	35,838.60
1/31	ERIKA POCATERRA	189.41
1/31	FAMILY & CONSUMER SCIENCES	26.88
1/31	FAMILY SUPPORT PAYMENT CENTER	300.00
1/31	FEDEX	149.42
1/31	FERGUSON FACILITIES SUPPLY	1,127.26
1/31	FIRST FINANCIAL ADMINISTRATORS	219,469.94
1/31	FIRST FINANCIAL ADMINISTRATORS	31,823.57
1/31	FIRST FINANCIAL ADMINISTRATORS	18,800.00
1/31	FIRST FINANCIAL ADMINISTRATORS	76,750.00
1/31	FIRST FINANCIAL ADMINISTRATORS	3,675.00
1/31	FIRST FINANCIAL ADMINISTRATORS	50.00
1/31	FIRST FINANCIAL ADMINISTRATORS	50.00
1/31	FIRST FINANCIAL ADMINISTRATORS	100.00
1/31	FIRST FINANCIAL ADMINISTRATORS	100.00
1/31	FIRST FINANCIAL ADMINISTRATORS	14,046.00
1/31	FIRST FINANCIAL ADMINISTRATORS	716.64
1/31	FIRST FINANCIAL ADMINISTRATORS	1,232.39
1/31	FIRST FINANCIAL ADMINISTRATORS	9,814.42
1/31	FIRST FINANCIAL ADMINISTRATORS	7,103.04
1/31	FIRST FINANCIAL ADMINISTRATORS	6,413.03
1/31	FIRST FINANCIAL ADMINISTRATORS	5,960.26
1/31	FIRST FINANCIAL ADMINISTRATORS	5,899.03
1/31	FIRST FINANCIAL ADMINISTRATORS	72,526.74
1/31	FIRST FINANCIAL ADMINISTRATORS	2,551.96
1/31	FLORIDA STATE DISBURSEMENT UNIT	330.00
1/31	FOLLETT CORPORATION	1,328.25

1/31	G H DAIRY	32,853.75
1/31	GARDENDALE WATER CO	1,644.50
1/31	GAYLA MCMURRIAN	300.00
1/31	GOODSON SERVICE COMPANY	95.00
1/31	GRAINGER	4,357.99
1/31	GRAYBAR	3,001.75
1/31	GRETCHEN BERNABEI	4,500.00
1/31	HARMONY HOME CHILDREN'S ADVOCACY CENTER	1,200.00
1/31	HEALTH SERVICES ADMINISTRATION	358.27
1/31	HEALTH SERVICES ADMINISTRATION	24,407.61
1/31	HEATHER DOLLOFF	105.85
1/31	HECTOR GUERRERO	4,512.28
1/31	HILBERTO OCHOA	433.14
1/31	HUMBERTO HERNANDEZ JR	3,688.20
1/31	IDALIA ARANDA CHAVEZ	60.01
1/31	IHS GLOBAL INC.	2,136.00
1/31	INK LION DESIGNS, LLC	12,880.66
1/31	INSOURCE INSURANCE GROUP, LLC	142.00
1/31	JACKSON VINES	480.00
1/31	JAYNE TILLERY	152.88
1/31	INDUSTRIAL IGNITION LLC	500.00
1/31	JERIMIE HERNANDEZ	500.00
1/31	JIMENA WOLFLE	500.00
1/31	JNT RESOURCES PARTNERS, LP	4,801.59
1/31	JNT RESOURCES PARTNERS, LP	18,165.69
1/31	JNT RESOURCES PARTNERS LP	35,921.74
1/31	JOHNNA ROSSON	17.42
1/31	JONATHAN ORTIZ	788.00
1/31	JONN SIBLEY	113.71
1/31	JOSE BENAVIDES	1,250.00
1/31	JUAN FUENTES	47.36
1/31	KATELYN ZIMMER	475.56
1/31	KRYSTAL MUNOZ	451.80
1/31	LABATT FOOD SERVICE	84,745.97
1/31	LAURIE WASH	807.60
1/31	LAWNMOWER SALES AND SERVICE, INC	179.19
1/31	LEAD4WARD LLC	1,020.00
1/31	LIDIA C VALENZUELA	8.78
1/31	LINDE GAS & EQUIPMENT INC	2,156.58
1/31	LINDSEY POLLOCK	450.00
1/31	LISA MELTON	813.00
1/31	LONE STAR LEARNING	5,159.00
1/31	LORENZO R MASONSONG	31.30
1/31	LORENZO R MASONSONG	270.00
1/31	LOVING GUIDANCE INC	5,070.00
1/31	LUISANA MAURICIO	14.74
1/31	MABEL BOAFO	28.66
1/31	MARK BENNETT	105.37
1/31	MARK BENNETT	773.38
1/31	MATT VINSON	1,698.00

1/31	MELISA LEYVA VALENZUELA	1,925.79
1/31	MICAH ARROTT	661.60
1/31	MICAH PETTIGREW	224.00
1/31	MICHAEL FLAX	980.00
1/31	MICHAEL FLAX	160.00
1/31	MICHAEL FLAX	2,022.00
1/31	MISTI WEBB	25.94
1/31	MISTI WEBB	21.42
1/31	MISTY HINER	186.00
1/31	MOAK CASEY & ASSOCIATES. INC.	250.00
1/31	MONK HOLDINGS LLC	576.00
1/31	N-TUNE MUSIC & SOUND INC	9,200.03
1/31	NATIONAL TRAVEL SYSTEMS	420.98
1/31	NETSYNC NETWORK SOLUTIONS	27,500.00
1/31	STATE OF NEW MEXICO	300.00
1/31	STATE OF NEW MEXICO	659.00
1/31	NIMBUS DRINKING WATER SYSTEMS	130.00
1/31	ODESSA COLLEGE	779.00
1/31	ODESSA SIGN SOLUTION LLC	75.00
1/31	SEWCO INC	56,561.08
1/31	OTIS ELEVATOR COMPANY INC	13,942.47
1/31	PATHWAYZ COMMUNICATIONS INC	5,305.78
1/31	PENSKE COMMERCIAL VEHICLES US LLC	663.09
1/31	SHANNON D GAYLOR	13,800.35
1/31	PERMIAN MOVERS, INC.	220.00
1/31	PRECISION BUSINESS MACHINES INC (PBM)	15,243.98
1/31	PRESENCE LEARNING INC	6,473.19
1/31	PRO SOURCE SPECIALTIES LLC	8,332.00
1/31	PROFORCE MARKETING	316.85
1/31	PROGRESSIVE MICROTECHNOLOGY, INC.	495.00
1/31	R WATER LLC	3,600.00
1/31	RAUL SANCHEZ	300.00
1/31	REGION 13 EDUCATION SERVICE CENTER	390.00
1/31	REGION 18 EDUCATION SERVICE CENTER	150.00
1/31	REGION 18 EDUCATION SERVICE CENTER	150.00
1/31	RENAISSANCE LEARNING INC	3,623.90
1/31	REYNALDO DURAN	1,154.17
1/31	RICHARD VAN PELT	31.30
1/31	RIVERSIDE ASSESSMENTS LLC	3,060.00
1/31	ROB RANKIN	315.00
1/31	ROBERTS TRUCK CENTER OF TEXAS	980.00
1/31	ROBIN FAWCETT	51.03
1/31	ROLAND ANDREW	500.00
1/31	RONALD PROMESSE	300.00
1/31	ROSALITA GARCIA	31.31
1/31	ROSAS CAFE / BOBBY COX Co.	704.90
1/31	RYAN YETT	788.00
1/31	SYNCHRONY BANK	4,480.74
1/31	SAMANTHA NATIVIDAD	2.00
1/31	SANDRA BANDA	401.94

1/31	SANDRA BANDA	51.03
1/31	SANDRA MERCURI	10,500.00
1/31	SASHA LONG	2,500.00
1/31	SHANE EIDSON	1,650.00
1/31	SHELBYE HILL	400.00
1/31	SHERWIN WILLIAMS	76.90
1/31	CENTERING ON CHILDREN	12,041.00
1/31	SONIA CAMPOS	500.00
1/31	SPIRIT MONKEY, LLC	89.64
1/31	STEPHANIE BURTON	500.00
1/31	STEPHANIE CASTILLO	520.00
1/31	STEPHANIE HIGNOJOS	1,000.00
1/31	STEPHEN TROUB	175.00
1/31	STUDIES WEEKLY INC.	1,697.25
1/31	SULEMA ALANIZ	39.00
1/31	SWEET PIZZA LLC	156.00
1/31	SYSCO USA, INC	48,670.32
1/31	TAMMY HAWKINS	803.00
1/31	FRANK E GOMEZ	1,200.00
1/31	TANYA SHERMAN	420.00
1/31	TEXAS AFT AMP	277.50
1/31	TEXAS ASSOCIATION FOR THE GIFTED & TALENTED	987.00
1/31	TASB, INC	80.00
1/31	TEXAS ASSOCIATION OF SECONDARY SCHOOL PRINCIPALS	54.00
1/31	TEXAS ASSOCIATION OF SUPERVISORS OF MATHMATICS	135.00
1/31	TEXAS ASSOCIATION OF	401.04
1/31	TEXAS CLASSROOM TEACHERS ASSOC	4,608.00
1/31	TEXAS DEPARTMENT OF PUBLIC SAFETY	235.00
1/31	TEXAS ELEMENTARY PRINCIPALS & SUPERVISORS ASSOC	413.81
1/31	TEXAS INDUSTRIAL VOCATIONAL ASSOCIATION	63.00
1/31	TEXAS LIFE INSURANCE CO	150,431.69
1/31	TEXAS SCOTTISH RITE HOSPITAL	5,700.00
1/31	TEXAS STATE TEACHERS ASSOCIATION	38,199.83
1/31	THE CINCINNATI LIFE INS. CO	10.02
1/31	THE CINCINNATI LIFE INS. CO	10.02
1/31	THE CINCINNATI LIFE INS. CO	224.48
1/31	THE LITTLE SIGN COMPANY INC	455.00
1/31	THE PITNEY BOWES	752.44
1/31	TODD BERRIDGE	698.00
1/31	TORI HENDERSON	811.21
1/31	TORI HENDERSON	256.87
1/31	TORI HENDERSON	784.02
1/31	TYLER OWEN	724.00
1/31	TYLER THOMPSON	300.00
1/31	TYRISHA STRICKLIN	30.01
1/31	UNITED REFRIGERATION	1,645.56
1/31	UNITED SUPERMARKET LLC	128.92
1/31	UNITED WAY OF ODESSA	4,967.50
1/31	UNITED WAY OF ODESSA	7,374.02
1/31	THE UNIVERSITY OF TEXAS AT AUSTIN	13,000.00

1/31	UNIVERSITY OF TX-PERMIAN BASIN	510.00
1/31	VALERIE STILES	189.41
1/31	VERIZON WIRELESS SERVICES LLC	5,204.16
1/31	IMPERIAL BAG & PAPER LLC	14,569.25
1/31	WALTER T. HENDERSON	16.90
1/31	YVETTE ABILA	239.34
1/31	YVETTE BRUSUELAS	1,620.00
1/31	ZEALIA JENKINS	17.23
2/5	CHRIS MUNOZ	1,278.91
2/7	AARON ALEX MOLINA	19.23
2/7	ADRIAN GARCIA	673.88
2/7	ADRIANA RENTERIA	1,553.06
2/7	AIDE EMILIANO	35.04
2/7	ALAN WILLIAMS	239.23
2/7	ALBERT J VALENCIA	127.23
2/7	ALEX NUNEZ	61.44
2/7	AMANDA PARSONS	350.00
2/7	AMAZON CAPITAL SERVICES	55,934.63
2/7	AMAZON CAPITAL SERVICES	3,277.22
2/7	AMY A MILLER	363.50
2/7	ANGELA JOHNSON	53.40
2/7	ANH NGUYEN	30.95
2/7	APOGEE COMPONENTS	118.55
2/7	APPLE, INC	17,982.00
2/7	ATHLETIC SUPPLY INC	3,980.00
2/7	AUDIO ACOUSTICS HEARING CENTERS	14,980.00
2/7	BALS DURHAM LP	4,800.00
2/7	BELINDA K MARTINEZ	8,000.00
2/7	BERNARD HOOPER	1,871.22
2/7	BIANCA SALMON	761.88
2/7	BIMBO BAKERIES USA	1,833.33
2/7	BLAKE MCDONALD	38.06
2/7	BLUE STAR BUS SALES LTD	188,629.51
2/7	BRAZOS DOOR & HARDWARE	1,512.00
2/7	BRIDGETTE CASAS	82.88
2/7	BRUNSON FAMILY BBQ	675.00
2/7	CALEB G WILLIAMS	54.80
2/7	CARDIO PARTNERS INC	191.89
2/7	CAROLINA BIOLOGICAL SUPPLY CO	62.61
2/7	CDW-G	694.82
2/7	CHANTAL HERNANDEZ	8.84
2/7	CHARLES AND LEZIEE CHURCHFIELD	69,391.84
2/7	NBCEC INC	289.28
2/7	CHRISTINA LORRAINE BUTLER	44.25
2/7	CHRISTINE MASON CONSULTING	2,000.00
2/7	CHRISTOPHER MILLS	53.13
2/7	CIRCLE P RANCH SUPPLY INC	1,196.95
2/7	CIRCLE P RANCH SUPPLY INC	55.95
2/7	CLARISA ARRAS	116.18
2/7	COMPETITIVE OUTCOMES LLC	3,600.00

2/7	CULLIGAN WATER CONDITIONING OF WEST TEXAS	529.54
2/7	CUSTOM WHOLESALE SUPPLY INC	179.60
2/7	DANIEL BUSTAMANTE	185.52
2/7	DANIEL P TIMMONS	119.92
2/7	DAVID CORRAL	78.13
2/7	DAXWELL	8,148.00
2/7	DORI LAINE BUTTS	4,500.00
2/7	ELIZABETH DIRKS	23.72
2/7	ELSA COCKER	300.00
2/7	ERIKA NATIVIDAD	204.82
2/7	EXALANDER S MAGALLAN	1,621.36
2/7	FRANCESCA FLORANCE	44.22
2/7	G H DAIRY	33,602.25
2/7	LET'S GAB PLLC	3,000.00
2/7	GABRIELA GRANADO	1,100.00
2/7	GARDENDALE WATER CO	36.00
2/7	GARY MCMILLAN	62.04
2/7	GAYLA MCMURRIAN	300.00
2/7	GRACIELA GARCIA CHAVARRIA	172.50
2/7	GRAINGER	20,904.43
2/7	GRAND! PIANO SERVICE LLC	660.00
2/7	HENRY R CANAS	1,184.00
2/7	HORTENCIA DEL BOSQUE	271.02
2/7	HUMBERTO HERNANDEZ JR	340.00
2/7	HURT EXTERMINATING	20,032.95
2/7	I-CAR	450.00
2/7	ISPHERE INNOVATION PARTNERS LLC	35,570.00
2/7	ISTATION	3,500.00
2/7	KEVIN D BALLARD INC	1,210.75
2/7	JACKSON VINES	240.00
2/7	JACKSON VINES	240.00
2/7	JACQUELINE FRANCO	30.08
2/7	JANELLE OTT	585.00
2/7	JENNIFER VALENCIA	1,489.90
2/7	JENNIFER WIMBERLEY	36.72
2/7	JOCELYNE AGUERO	26.53
2/7	JOIE SEATON	18.09
2/7	JOLYNN VARELA	74.04
2/7	JUDY RAMIREZ	92.79
2/7	KATELYN WATTS	125.00
2/7	KESLER SCIENCE LLC	1,005.00
2/7	KIMBERLY BRYER	76.57
2/7	KRISTA BRADDOCK	74.50
2/7	LABATT FOOD SERVICE	60,498.32
2/7	LENNOX INDUSTRIES INC	358.92
2/7	LINDE GAS & EQUIPMENT INC	2,002.29
2/7	LUNCH MONY INC	125.28
2/7	MAGDA RODRIGUEZ	39.67
2/7	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	66,183.36
2/7	MARGARITA BROOKER	49.98

2/7	THE MARIACHI CONNECTION	69.00
2/7	MARK KNOX FLOWERS	75.00
2/7	MATT VINSON	600.00
2/7	MELISSA COOPER	160.00
2/7	MICAELA GRENIER	520.00
2/7	MICHAEL MCMILLAN	29.46
2/7	MITCH DAVIS	1,421.50
2/7	MSB CONSULTING GROUP LLC	819.33
2/7	N-TUNE MUSIC & SOUND INC	11,774.07
2/7	NATALIE BERRIDGE	89.18
2/7	NATIONAL ASSOCIATION OF STATE DIRECTORS OF TEACHER	200.00
2/7	NATIONAL FOOD GROUP INC	47,895.40
2/7	NATIONAL TRAVEL SYSTEMS	640.89
2/7	NAYELI OLIVAREZ	57.62
2/7	NIMBUS DRINKING WATER SYSTEMS	461.00
2/7	ODESSA COLLEGE	2,212.50
2/7	ODESSA FAMILY YMCA	61,821.00
2/7	ODESSA SUB CHAPTER BASKETBALL	1,000.00
2/7	SEWCO INC	11,322.55
2/7	OLIVIA PORRAS	130.85
2/7	ALINA GALINDO LUJAN	48.25
2/7	BIG SPRING HIGH SCHOOL ATTN:JENNIFER ADAMS	860.00
2/7	BRIZALDA ESTOL DUARTE	48.25
2/7	CLAUDIA VALDIVIA RODRIGUEZ	48.25
2/7	DOROTHY ALVARADO	48.25
2/7	ERIKA GARCIA ARRENDONDO	48.25
2/7	INGRID REY GUTIERREZ	48.25
2/7	MADANY OLIVERA ROMERO	48.25
2/7	MARIELIS PEREZ MAYO	48.25
2/7	MINERVA MADRID	48.25
2/7	MINERVA RODRIGUEZ	48.25
2/7	PERLA LEON	48.25
2/7	YAIMA LEON EXPOSITO	48.25
2/7	YAISY MONTELONGO LEON	48.25
2/7	YAMILEZ MORALES CHACON	48.25
2/7	YUNIA PEREZ GOMEZ	48.25
2/7	ORLANDO BONNEY	24.05
2/7	PENSKE COMMERCIAL VEHICLES US LLC	16.39
2/7	PETROPLEX OFFICE SUPPLY, INC.	755.88
2/7	PIRAINO CONSULTING, INC	1,500.00
2/7	POINT TO POINT CONSULTING INC	2,904.50
2/7	PRECISION BUSINESS MACHINES INC (PBM)	653.67
2/7	PRISCILLA TORRES	73.23
2/7	PROFORCE MARKETING	3,294.29
2/7	R & K SALES INC	4,619.00
2/7	RAUL SANCHEZ	300.00
2/7	REGION 18 EDUCATION SERVICE CENTER	82,100.00
2/7	RODNEY CHARLES ROMAN	320.00
2/7	RODNEY CHARLES ROMAN	320.00
2/7	RODNEY CHARLES ROMAN	630.00

2/7	ROSA M DOMINGUEZ	28.68
2/7	ROSAS CAFE / BOBBY COX Co.	82.55
2/7	SALLY POOL	137.42
2/7	SAMSARA INC	1,955.00
2/7	SANDY EMMERSON	700.00
2/7	SANDY OCHOA	1,412.17
2/7	SCOTT MURI	2,764.04
2/7	SCOTT MURI	767.29
2/7	SCOTT WALKER	241.80
2/7	SHERWIN WILLIAMS	64.77
2/7	SIMULADOS SOFTWARE INC	3,500.00
2/7	SKILLSUSA INC	336.00
2/7	SKILLSUSA TEXAS	800.00
2/7	SOUTHEASTERN PERFORMANCE	234.33
2/7	STEPHEN TROUB	200.00
2/7	STEPHEN TROUB	900.00
2/7	SYSCO USA, INC	26,415.58
2/7	TARLETON STATE UNIVERSITY	200.00
2/7	TESS DONNER	6,000.00
2/7	TEXAS ALTERNATOR STARTER SERVICE	4,742.38
2/7	TASB, INC	225.00
2/7	TEXAS EXCAVATION SAFETY SYSTEM, INC.	11.50
2/7	THE RON CLARK ACADEMY	2,100.00
2/7	TIME INC.	1,039.50
2/7	TORI HENDERSON	44.25
2/7	TRANSFINDER CORPORATION	2,503.23
2/7	TYLER THOMPSON	400.00
2/7	UNITED REFRIGERATION	275.31
2/7	UNIVERSITY OF TX-PERMIAN BASIN	250.00
2/7	VANESSA ALONZO	275.00
2/7	VANESSA MARTINEZ	259.00
2/7	IMPERIAL BAG & PAPER LLC	5,900.26
2/7	WALSH GALLEGOS KYLE ROBINSON & ROALSON PC	592.50
2/7	XEROX CORPORATION	32,741.05
2/7	XEROX CORPORATION	953.65
2/14	AIDE GARCIA	64.32
2/14	AIR TUTORS LLC	15,782.50
2/14	AMANDA PADILLA	43.08
2/14	AMANDA TIJERINA	2.83
2/14	AMANDA VESELY	152.02
2/14	AMARILIS VELEZ ORTIZ	49.18
2/14	AMAZON CAPITAL SERVICES	79,366.60
2/14	AMY RENE HOSICK	48.07
2/14	ANDREA VALERO	35.24
2/14	ANGELA AGUIRRE	86.83
2/14	ANNIE ARREDONDO	70.61
2/14	ANNIE NELSON	138.09
2/14	ANTHONY SCOTT	113.56
2/14	APOGEE COMPONENTS	1,355.35
2/14	ARMANDO RONQUILLO	824.28

2/14	ASHLEY SELLERS	40.54	
2/14	ASHLI SATTERWHITE	63.18	
2/14	AT&T	256.06	
2/14	ATHLETIC SUPPLY INC	2,720.00	
2/14	ATMOS ENERGY	138,821.36	
2/14	AUDIO ACOUSTICS HEARING CENTERS	2,000.00	
2/14	B&H FOTO ELECTRONICS CORPORATION	483.02	
2/14	BASIN ABSTRACT & TITLE	5,000.00	
2/14	BASIN ABSTRACT & TITLE	17,000.00	
2/14	BECKY QUIROZ	179.23	
2/14	BECKY RAMIREZ	69.41	
2/14	BILLIE SHIPMAN	23.05	
2/14	BIMBO BAKERIES USA	2,051.37	
2/14	BLAIR LAWSON	106.93	
2/14	BLUE STAR BUS SALES LTD	1,702.31	
2/14	BLUEFIN LLC	6,009.40	
2/14	BRAUN BEEF & CO INC	12,153.60	
2/14	BRITTANY MOLINAR	46.16	
2/14	BRITTANY SWAIM	37.19	
2/14	SPARKLIGHT	259.18	
2/14	CAITLIN COUCH	106.20	
2/14	CAVALLO ENERGY TEXAS LLC	71.45	
2/14	CAVALLO ENERGY TEXAS LLC	100,823.92	
2/14	CAROLINA VASQUEZ	85.36	
2/14	CASEY WERNER	40.00	
2/14	CDW-G	2,943.69	
2/14	CECILIA NUNEZ	83.15	
2/14	CELESTE POTTER	208.22	
2/14	CELESTE POTTER	32.20	
2/14	CELESTE POTTER	82.63	
2/14	CHERYL CUNNINGHAM	2,159.50	
2/14	CHERYL WILSON	25.93	
2/14	NBCEC INC	204.35	
2/14	CHRIS STANLEY	691.00	
2/14	CHRISTINA SIFUENTEZ	24.12	
2/14	CHRISTINE DOCKALL	30.62	
2/14	CHRISTY KENNEDY	222.51	
2/14	CIRCLE P RANCH SUPPLY INC	409.55	
2/14	CITY OF ODESSA WATER DEPT	93,377.81	
2/14	CLARISA ARRAS	172.93	
2/14	CLAYTON WILLMAN	350.00	
2/14	CLAYTON WILLMAN	450.00	
2/14	CLINT STOWE	213.86	
2/14	COMMERCIAL FOOD SERVICE	2,450.20	
2/14	CORRAL ENVIRONMENTAL CONSULTING, LLC	7,200.00	
2/14	CRISTA MITCHEL	131.59	
2/14	CRYSTAL PENA	40.80	
2/14	CULLIGAN WATER CONDITIONING OF WEST TEXAS	402.50	
2/14	CUMMINS SOUTHERN PLAINS LLC	137	4,282.83
2/14	CUSTOM WHOLESALE SUPPLY INC	884.74	

2/14	DANIEL LUNA	120.00
2/14	DAVID CASILLAS	250.00
2/14	DAVID LAY	1,495.00
2/14	DAVID W. COX	540.00
2/14	DELMA ABALOS	691.00
2/14	E-CONTROL SYSTEMS, INC.	681.00
2/14	ECISD EDUCATION FOUNDATION	3,348.00
2/14	ECOLAB INC	8,030.64
2/14	ECTOR COUNTY UTILITY DISTRICT	5,219.00
2/14	ELIZABETH MCNABB	48.83
2/14	ELIZABETH QUINTELA	4.56
2/14	ELLEN SMITH	42.75
2/14	ELSA COCKER	500.00
2/14	ELSA COCKER	500.00
2/14	ELUMA LLC	5,742.60
2/14	EMILEE TRAMMEL	27.81
2/14	EMPIRE PAPER CO	75,771.20
2/14	ENVIRONMENTAL MARKETING SERVICES LLC	10,790.00
2/14	EPALLET INC	35,838.60
2/14	EVA FRANKS	67.34
2/14	FAT HEAD MEAT COMPANY	550.00
2/14	FOLLETT CONTENT SOLUTIONS LLC	1,438.86
2/14	PETTY CASH	1,226.45
2/14	G H DAIRY	35,266.57
2/14	G T DISTRIBUTORS INC	1,243.98
2/14	GABRIELA BARRY	84.76
2/14	GENA ALVARADO	700.00
2/14	GEORGINA FIGUEROA	3,001.00
2/14	GLORIA AGUILAR	184.00
2/14	GRAINGER	3,219.67
2/14	GRANULAR INSURANCE COMPANY	3,251.02
2/14	GRAND FUND INC	8,120.00
2/14	HANNAH HELDT	41.94
2/14	HAPPY GRINGO LLC	857.82
2/14	HARMONY HOME CHILDREN'S ADVOCACY CENTER	600.00
2/14	HAYNES & BOONE LLP	417.00
2/14	HEATHER BLAND	112.29
2/14	HEATHER DOLLOFF	41.74
2/14	HEIDI L HELFERICH	55.13
2/14	HOME DEPOT USA INC - STORE #562	3,027.54
2/14	HUMBERTO HERNANDEZ JR	16,487.70
2/14	IMAGES INK	45.00
2/14	INNOVATIVE REHAB SYSTEMS	2,300.00
2/14	JACKSON VINES	540.00
2/14	JACKSON VINES	570.00
2/14	JANA AVERY	94.83
2/14	JENNIE CHAVEZ	329.43
2/14	JENNIFER MEILE	24.52
2/14	JEROD COUCH	450.00
2/14	JESSICA DENNEY	6,910.36

2/14	JESSICA GORE	1,672.20
2/14	JIM COLEMAN LTD	215.38
2/14	JORGE DIAZ	127.57
2/14	JOSEPH DUESLER	497.50
2/14	JOSEPH HILLIARD	350.00
2/14	JOSEPH LUCAS	114.97
2/14	JULIA KELTON	154.17
2/14	JULIA PAREDEZ	36.85
2/14	JULIE SORUM	332.86
2/14	KARIME MELENDEZ	55.81
2/14	KARLA MONTALVO	134.50
2/14	KATELYN WATTS	200.00
2/14	KAY'S EMBLEMS INC	1,421.00
2/14	KENNEDI HERNANDEZ	400.00
2/14	KIMBERLY BRYER	1.75
2/14	KIMBERLY CARRASCO	186.32
2/14	KOGNITY USA INC	4,875.00
2/14	KRISTEN VESELY	615.60
2/14	KRISTI EICHER	678.98
2/14	LABATT FOOD SERVICE	68,100.37
2/14	LAKRISHA RODRIGUEZ	10.45
2/14	LAURA SIKES	329.17
2/14	LINDE GAS & EQUIPMENT INC	175.57
2/14	LINDE GAS & EQUIPMENT INC	120.64
2/14	LINDSEY GREATHOUSE	55.07
2/14	LOVING GUIDANCE INC	2,470.00
2/14	LOWE'S HOME IMPROVEMENT	1,147.01
2/14	LUIS CARMONA	233.74
2/14	LUISANA MAURICIO	7.77
2/14	LUNCH MONY INC	2,474.85
2/14	LYNETA MENDOZA	30.39
2/14	LYNETA MENDOZA	18.49
2/14	MAGALY NIETO	497.50
2/14	MAHIRA SALINAS	98.69
2/14	MANDY HINOJOS	88.50
2/14	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	21,878.95
2/14	MARGARITA ACOSTA	11.71
2/14	MARIA ORTIZ	49.33
2/14	MARIA T. RUBIO	115.04
2/14	MARIA ZUBIATE	92.59
2/14	MARIE AMANDA RAMOS	4,428.73
2/14	MARISSA LOPEZ	41.67
2/14	MARK BENNETT	825.24
2/14	MARK BENNETT	506.22
2/14	MATT VINSON	525.00
2/14	MAURICIO MARQUEZ	1,312.74
2/14	MCI FOODS INC	26,396.16
2/14	MELANA MOSS	88.30
2/14	MELISSA QUINTELA	7.91
2/14	MICHAEL ELLIS	747.72

2/14	MICHELLE HAMMON	24.59
2/14	MICHELLE MADRID	69.14
2/14	MIGHTY WASH OPERATIONS LLC	1,000.00
2/14	MIKAL CROWDER	2,322.00
2/14	MIKAYLA WILLIAMS	49.66
2/14	MIKE ADKINS	747.50
2/14	MONK HOLDINGS LLC	122.00
2/14	MSB CONSULTING GROUP LLC	479.06
2/14	NATALIE GUARA	159.19
2/14	NATIONAL FOOD GROUP INC	29,248.00
2/14	NATIONAL TRAVEL SYSTEMS	3,786.70
2/14	NAYELI MARTINEZ	47.91
2/14	NIMBUS DRINKING WATER SYSTEMS	147.00
2/14	NOBUYUKI SHIRAISHI	194.84
2/14	NORA ISELA CRUZ	87.77
2/14	NORMA JIMENEZ	35.51
2/14	ODESSA CHAMBER OF COMMERCE	1,095.00
2/14	ODESSA COLLEGE	158.00
2/14	ODESSA CRIME STOPPERS, INC	10,868.58
2/14	ODESSA SIGN SOLUTION LLC	25.00
2/14	SEWCO INC	26,963.13
2/14	PATHWAYZ COMMUNICATIONS INC	5,372.10
2/14	PATRICIA HOLGUIN	237.41
2/14	PATRICIA LOGAN	172.19
2/14	PAULINA FOWLER	75.84
2/14	PENSKE COMMERCIAL VEHICLES US LLC	262.49
2/14	PERLA QUINTANA	424.81
2/14	PERMIAN BASIN REGIONAL PLANNING COMMISSION	100.00
2/14	PITSCO EDUCATION LLC	295.00
2/14	PRESENCE LEARNING INC	3,651.56
2/14	RACHEL GALVAN	73.03
2/14	REGION 18 EDUCATION SERVICE CENTER	150.00
2/14	REGION 20 EDUCATION SERVICE CENTER	300.00
2/14	RHONDA ELLINGTON	327.78
2/14	RIGO NUNEZ	17.82
2/14	RILEY COFFMAN	364.48
2/14	RIVERSIDE ASSESSMENTS LLC	887.40
2/14	ROBERTS TRUCK CENTER OF TEXAS	2,588.08
2/14	ROCIO DAVILA	37.59
2/14	ROCIO DAVILA	15.92
2/14	RODNEY CHARLES ROMAN	570.00
2/14	RONALD PROMESSE	300.00
2/14	RONALD WELLS	497.50
2/14	ROSAS CAFE / BOBBY COX Co.	264.90
2/14	ROSELL D CAUFIELD	2,600.00
2/14	SARAH BURTON	38.11
2/14	SCOTT MURI	1,078.83
2/14	SHALON JORDAN	14.67
2/14	SHANE EIDSON	879.00
2/14	SHELBYE HILL	450.00

2/14	SHELBYE HILL	475.00
2/14	SHELLEY WRIGHT	50.25
2/14	SHERWIN WILLIAMS	17.95
2/14	SIRIA DUTCHOVER	37.65
2/14	SOCORRO RODRIGUEZ	57.62
2/14	SONIA ROCHA	424.81
2/14	STAR TECH GROUP	10,000.00
2/14	STEMARCO DESIGN LLC	23.85
2/14	STEVE BROWN	1,500.00
2/14	STUDICA INC	1,011.00
2/14	SUZANNE ZUNIGA	23.81
2/14	SYSCO USA, INC	8,793.60
2/14	TAMMY HAWKINS	1,428.00
2/14	FRANK E GOMEZ	3,600.00
2/14	TASB, INC	485.00
2/14	TEXAS DEPARTMENT OF LICENSING AND REGULATION	4,340.00
2/14	TEXAS TECH HEALTH SCIENCES CENTER	1,000.00
2/14	THOMAS BONDS	150.00
2/14	THOMAS BONDS	125.00
2/14	THOMAS BONDS	250.00
2/14	TIL-LOIS FIFER	22.91
2/14	TIM GILLEY	54.94
2/14	TOM M. CARRIZALES	415.50
2/14	TORI HENDERSON	114.57
2/14	TYLER THOMPSON	300.00
2/14	UIL MUSIC REGION 6	5,000.00
2/14	UIL MUSIC REGION 6	348.00
2/14	UNITED REFRIGERATION	281.29
2/14	UNIVERSITY OF NORTH TEXAS	200.00
2/14	THE UNIVERSITY OF TEXAS AT AUSTIN	38,000.00
2/14	THE UNIVERSITY OF TEXAS AT AUSTIN	200.00
2/14	VALERIE HELITON	33.57
2/14	VALERIE STILES	37.27
2/14	VANESSA ZOELZER	64.32
2/14	VERIZON WIRELESS SERVICES LLC	3,764.96
2/14	VICTOR GALVAN GUZMAN	142.61
2/14	VICTORIA NORENA	65.26
2/14	VIKTORIA R HENDERSON	64.72
2/14	IMPERIAL BAG & PAPER LLC	18,373.85
2/14	WEST TEXAS ASSOCIATION FOR PUPIL	60.00
2/14	WEST TEXAS EDUCATORS	3,304.50
2/14	WILLIAM KENT MCCORD	140.63
2/14	XEROX CORPORATION	206.83
2/14	XEROX CORPORATION	33,047.80
2/14	XEROX CORPORATION	24.86
1/11	PCARX LLC	68,746.12
1/11	PCARX LLC	19,996.00
1/11	THIRD FUTURE SCHOOLS TEXAS	1,080,461.00
1/11	UTPB	176,363.00
1/16	AETNA LIFE INSURANCE COMPANY	366,170.11

1/16	AETNA LIFE INSURANCE COMPANY	113,237.04
1/15	PCARX LLC	114,102.03
1/18	PCARX LLC	43,684.04
1/22	AETNA LIFE INSURANCE COMPANY	390,461.00
1/29	AETNA LIFE INSURANCE COMPANY	276,944.48
1/29	PCARX LLC	120,429.63
1/29	PCARX LLC	125,823.38
2/5	CAREATC INC	6,188.00
2/5	AETNA LIFE INSURANCE COMPANY	418,292.94
2/5	PCARX LLC	133,950.26
2/5	CAREATC INC	5,285.42
2/8	PCARX LLC	19,976.00
2/8	UTPB	250,254.00
2/8	THIRD FUTURE SCHOOLS TEXAS	1,134,055.00
	TOTAL NUMBER OF CHECKS WRITTEN FOR DISTRICT	1309
	TOTAL AMOUNT WRITTEN FOR DISTRICT	\$22,996,210.40



REQUEST FOR APPROVAL OF ACCEPTANCE OF DONATIONS OVER \$10,000

In accordance with policy CDC (local), Ector County ISD is requesting approval to receive the following donations greater than \$10,000.

Amount	Fund	From	Description
\$15,250	199	Sewell Ford	Signing Day donation

Celeste Potter

From: Celeste Potter
Sent: Monday, January 22, 2024 10:43 AM
To: Keeley Boyer; Mauricio Marquez; Deborah Ottmers; Michael Adkins; Dusty Baumann
Cc: Dawn Hernandez
Subject: RE: ECISD Signing Day
Attachments: Sewell - ECISD Signing Day.pdf; Budget.pdf

Importance: High

All. The check from Sewell to sponsor ECISD Signing Day has arrived and is being forwarded to Finance.

Deborah/Dusty – Attached is the donation form and the approved budget. Any additional expenses will be the responsibility of the campus.

Celeste Potter, CFRM
Executive Director of Development
ECISD Development Office
432.456.7059
PO Box 3912
Odessa, Texas 79760
celeste.potter@ectorcountyisd.org



Confidentiality Notice: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential student information. Unauthorized use or disclosure is prohibited under the Federal Family Education Rights & Privacy Act (20 U.S.C. §1232g; 34 CFR Part 99). If you are not the intended recipient, you may not use, disclose, copy, or disseminate this information. Please contact the sender immediately and destroy all copies of the original message, including attachments.

From: Celeste Potter
Sent: Tuesday, November 28, 2023 9:16 AM
To: Keeley Boyer <Keeley.Boyer@ectorcountyisd.org>; Mauricio Marquez <Mauricio.Marquez@ectorcountyisd.org>; Deborah Ottmers <Deborah.Ottmers@ectorcountyisd.org>; Michael Adkins <Michael.Adkins@ectorcountyisd.org>
Cc: Dawn Hernandez <Dawn.Hernandez@ectorcountyisd.org>
Subject: ECISD Signing Day
Importance: High

Sewell Ford has agreed to sponsor ECISD Signing Day in the amount of \$15,250.

Attached is the breakdown of how those dollars will be distributed to campuses to cover costs of college signs and decorations. Any additional costs will be the responsibility of the district/campus. IF STEM Academy decides not to participate, those funds may be distributed however you deem appropriate but I will need to notify Sewell before that happens.

Keeley/Mauricio/Mike – Below is the link to access the approved Sewell Ford logos for all promotional items we may print or display electronically. We cannot post/share until approved by Sewell. Please send the marketing items to me for approval before you send to campuses. Also, Sewell will reach out prior to May 23rd to coordinate vehicle placement on each campus. Please make sure that OHS, PHS and NTO are aware.

ECISD Signing Day
Monday, May 13, 2024

	Budget
OCA	\$1,500
OCTECHS	\$1,500
New Tech Odessa	\$1,500
OHS	\$5,000
PHS	\$5,000
STEM Academy	\$750
	<u>\$15,250</u>

**campus budget is to cover costs of signage and decorations*

1799

FIRST BANK & TRUST
www.firstbanktx.com
MEMBER FDIC

88-1934/1113

CHECK AMOUNT

1/15/2024

ALL-BRITE LLC
RED8 MARKETING
P.O. BOX 3432
ODESSA, TX 79761

PAY TO THE ORDER OF Ector County Independent School District

\$ **15,250.00

Fifteen Thousand Two Hundred Fifty and 00/100***** DOLLARS

Ector County Independent School District
ATTN: Celeste Potter
PO Box 3912
Odessa, TX 79706



AUTHORIZED SIGNATURE

⑈001799⑈ ⑆111319347⑆ 79 237 3⑈

MEMO

1799

ALL-BRITE LLC

RED8 MARKETING

1/15/2024

Ector County Independent School District
ECISD Signing Day

15,250.00

Operating Acct - 2373

15,250.00



REQUEST FOR APPROVAL OF THE QUARTERLY INVESTMENT REPORT

Attached is a quarterly report on District investments representing investments for the months of October 2023 – December 2023. The District’s investments are governed by the Public Funds Investment Act, Texas Government Code (Chapter 2256) and legal and local policies CDA. Every effort is made to maximize investment earnings while protecting the District’s assets.

The report represented is in compliance with legislation that requires quarterly reporting.

Administrative Recommendation:

Approval of Quarterly Investment Report

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM OCTOBER 1, 2023 THRU DECEMBER 31, 2023

	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
RECAP											
ALL FUNDS											
GENERAL FUND	\$ 71,462,165.14	127	100,129,649.10	22	99,410,897.82	1,037,388.93	\$ 73,218,305.35	64.11%	\$ 73,218,305.35	\$ 73,256,580.41	\$ 38,275.06
SCHOOL NUTRITION FUND	952,183.72	0	-	0	-	12,938.68	965,122.40	0.84%	965,122.40	965,122.40	-
DEBT SERVICE FUND	8,651,778.47	3	4,052,272.37	0	-	135,595.69	12,839,646.53	11.24%	12,839,646.53	12,839,646.53	-
MEDICAL TRUST FUND	6,631,401.13	4	4,500,000.00	12	4,015,000.00	85,509.75	7,201,910.88	6.31%	7,201,910.88	7,201,910.88	-
WORKER'S COMP FUND	7,751,496.36	0	-	0	-	109,448.35	7,860,944.71	6.88%	7,860,944.71	7,860,944.71	-
SPECIAL FUNDS	257,128.73	3	2,973.25	3	1,900.00	3,503.86	261,705.84	0.23%	261,705.84	261,705.84	-
INSURANCE RECOVERY	10,432,045.29	0	-	0	-	140,784.70	10,572,829.99	9.26%	10,572,829.99	10,572,829.99	-
CHAPTER 313	1,277,476.13	0	-	0	-	18,065.06	1,295,541.19	1.13%	1,295,541.19	1,295,541.19	-
TOTAL	\$ 107,415,674.97	137	108,684,894.72	37	103,427,797.82	1,543,235.02	\$ 114,216,006.89	100.00%	\$ 114,216,006.89	\$ 114,254,281.95	\$ 38,275.06
ALL INVESTMENTS											
TEXPOOL	\$ 13,609,049.76	116	68,212,622.35	19	76,704,172.37	197,644.13	\$ 5,315,143.87	4.65%	5,315,143.87	5,315,143.87	-
TEXPOOL PRIME	36,639,654.97	18	36,697,272.37	14	25,315,000.00	548,493.21	48,570,420.55	42.53%	48,570,420.55	48,570,420.55	-
LONE STAR	929,439.57	0	-	0	-	12,571.88	942,011.45	0.82%	942,011.45	942,011.45	-
NEXBANK MONEY MARKET SAVINGS	10,593,648.48	0	-	0	-	150,415.83	10,744,064.31	9.41%	10,744,064.31	10,744,064.31	-
TEXSTAR	18,937,710.10	0	-	0	-	255,572.14	19,193,282.24	16.80%	19,193,282.24	19,193,282.24	-
TCG DIRECTED INVESTMENTS	2,409,883.54	0	-	4	1,408,625.45	11,745.84	1,013,003.93	0.89%	1,013,003.93	1,051,278.99	38,275.06
TEXAS CLASS	24,296,288.55	3	3,775,000.00	0	-	366,791.99	28,438,080.54	24.90%	28,438,080.54	28,438,080.54	-
TOTAL	\$ 107,415,674.97	137	108,684,894.72	37	103,427,797.82	1,543,235.02	\$ 114,216,006.89	100.00%	\$ 114,216,006.89	\$ 114,254,281.95	\$ 38,275.06

NOTES:

Weighted Average Maturity for ECISD is 1 day for all bank accounts and pooled investments. Weighted Average Maturity for TCG Directed Investments portfolio ranges from 1 day to 1 month.

GASB Statement No. 31 requires all investments to be reported at fair market value (FMV) except for money market investments, investment with maturities less than 12 months at time of purchase and nonparticipating contracts (CD's). At 12/31/2023 the School District's TCG Directed Investments qualified for fair market recognition.

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

Unrealized loss is the result of rate hikes that temporarily decrease existing bonds value. As the bonds mature, losses are expected to be recouped up to par value giving us full principal plus interest.

PREPARED BY:

MORGAN EATON
 ASSISTANT DIRECTOR OF FINANCE *signature on file*

ALBESSA CHAVEZ
 DIRECTOR OF FINANCE *signature on file*

DEBORAH OTTMERS
 CHIEF FINANCIAL OFFICER *signature on file*



ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
 QUARTERLY REPORT OF INVESTMENTS
 FOR THE PERIOD FROM OCTOBER 1, 2023 THRU DECEMBER 31, 2023



	BEGINNING BALANCE @ COST	No.	ADDITIONS AMOUNT	No.	DEDUCTIONS AMOUNT	INTEREST EARNED	ENDING BALANCE @ COST	%	AMORTIZED BOOK VALUE	MARKET (FAIR VALUE)	UNREALIZED GAIN (LOSS)
TEXPOOL											
GENERAL FUND	\$ 12,399,737.31	113	68,209,649.10	16	76,702,272.37	181,201.59	\$ 4,088,315.63	76.92%	\$ 4,088,315.63	\$ 4,088,315.63	\$ -
SCHOOL NUTRITION FUND	952,183.72	0	-	0	-	12,938.68	965,122.40	18.16%	965,122.40	965,122.40	-
DEBT SERVICE FUND	-	0	-	0	-	-	-	0.00%	-	-	-
MEDICAL TRUST FUND	-	0	-	0	-	-	-	0.00%	-	-	-
WORKER'S COMP FUND	-	0	-	0	-	-	-	0.00%	-	-	-
SPECIAL FUNDS	257,128.73	3	2,973.25	3	1,900.00	3,503.86	261,705.84	4.92%	261,705.84	261,705.84	-
TEXPOOL	\$ 13,609,049.76	116	68,212,622.35	19	76,704,172.37	197,644.13	\$ 5,315,143.87	100.00%	\$ 5,315,143.87	\$ 5,315,143.87	\$ -
% OF GRAND TOTAL	12.67%						4.65%				
TEXPOOL PRIME											
GENERAL FUND	\$ 14,290,057.76	11	28,145,000.00	2	21,300,000.00	227,206.00	\$ 21,362,263.76	43.98%	\$ 21,362,263.76	\$ 21,362,263.76	\$ -
DEBT SERVICE FUND	8,651,778.47	3	4,052,272.37	0	-	135,595.69	12,839,646.53	26.44%	12,839,646.53	12,839,646.53	-
MEDICAL TRUST FUND	6,631,401.13	4	4,500,000.00	12	4,015,000.00	85,509.75	7,201,910.88	14.83%	7,201,910.88	7,201,910.88	-
WORKER'S COMP FUND	7,066,417.61	0	-	0	-	100,181.77	7,166,599.38	14.76%	7,166,599.38	7,166,599.38	-
TEXPOOL PRIME	\$ 36,639,654.97	18	36,697,272.37	14	25,315,000.00	548,493.21	\$ 48,570,420.55	100.00%	\$ 48,570,420.55	\$ 48,570,420.55	\$ -
% OF GRAND TOTAL	34.11%						42.53%				
LONE STAR											
GENERAL FUND	\$ 244,360.82	0	-	0	-	3,305.30	\$ 247,666.12	26.29%	\$ 247,666.12	\$ 247,666.12	\$ -
WORKER'S COMP FUND	685,078.75	0	-	0	-	9,266.58	694,345.33	73.71%	694,345.33	694,345.33	-
LONE STAR	\$ 929,439.57	0	-	0	-	12,571.88	\$ 942,011.45	100.00%	\$ 942,011.45	\$ 942,011.45	\$ -
% OF GRAND TOTAL	0.87%						0.82%				
NEXBANK MONEY MARKET											
GENERAL FUND	\$ 10,593,648.48	0	-	0	-	150,415.83	\$ 10,744,064.31	100.00%	\$ 10,744,064.31	\$ 10,744,064.31	\$ -
NEXBANK MONEY MARKET	\$ 10,593,648.48	0	-	0	-	150,415.83	\$ 10,744,064.31	100.00%	\$ 10,744,064.31	\$ 10,744,064.31	\$ -
% OF GRAND TOTAL	9.86%						9.41%				
TEXSTAR											
GENERAL FUND	\$ 8,505,664.81	0	-	0	-	114,787.44	\$ 8,620,452.25	44.91%	\$ 8,620,452.25	\$ 8,620,452.25	\$ -
INSURANCE RECOVERY	10,432,045.29	0	-	0	-	140,784.70	10,572,829.99	55.09%	10,572,829.99	10,572,829.99	-
TEXSTAR	\$ 18,937,710.10	0	-	0	-	255,572.14	\$ 19,193,282.24	100.00%	\$ 19,193,282.24	\$ 19,193,282.24	\$ -
% OF GRAND TOTAL	17.63%						16.80%				
TCG DIRECTED INVESTMENTS											
GENERAL FUND	\$ 2,409,883.54	0	-	4	1,408,625.45	11,745.84	\$ 1,013,003.93	100.00%	\$ 1,013,003.93	\$ 1,051,278.99	\$ 38,275.06
TCG DIRECTED INVESTMENTS	\$ 2,409,883.54	0	-	4	1,408,625.45	11,745.84	\$ 1,013,003.93	100.00%	\$ 1,013,003.93	\$ 1,051,278.99	\$ 38,275.06
% OF GRAND TOTAL	2.24%						0.89%				
TEXAS CLASS											
GENERAL FUND	\$ 23,018,812.42	3	3,775,000.00	0	-	348,726.93	\$ 27,142,539.35	95.44%	\$ 27,142,539.35	\$ 27,142,539.35	\$ -
CHAPTER 313	1,277,476.13	0	-	0	-	18,065.06	1,295,541.19	4.56%	1,295,541.19	1,295,541.19	-
TEXAS CLASS	\$ 24,296,288.55	3	3,775,000.00	0	0.00	366,791.99	\$ 28,438,080.54	100.00%	\$ 28,438,080.54	\$ 28,438,080.54	\$ 0.00
% OF GRAND TOTAL	22.62%						24.90%				
TOTAL ALL INVESTMENTS	\$ 107,415,674.97	137	108,684,894.72	37	103,427,797.82	1,543,235.02	\$ 114,216,006.89	100.00%	\$ 114,216,006.89	\$ 114,254,281.95	\$ 38,275.06

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
REPORT OF EARNINGS
JULY 1, 2023 THRU DECEMBER 31, 2023

SUMMARY INVESTMENT EARNINGS

(UNAUDITED)

<u>FUND</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS</u>	<u>TEXAS CLASS</u>	<u>TOTAL</u>
GENERAL	\$ 301,014.49	\$ 372,516.79	\$ 6,506.75	\$ 226,137.39	\$ 295,277.74	\$ 18,095.40	\$ 844,016.43	\$ 2,063,564.99
SCHOOL NUTRITION	25,426.87	-	-	-	-	-	-	25,426.87
DEBT SERVICE	-	304,496.46	-	-	-	-	-	304,496.46
MEDICAL TRUST	-	175,547.96	-	-	-	-	-	175,547.96
WORKER'S COMP	-	197,080.37	18,241.62	-	-	-	-	215,321.99
SPECIAL FUNDS	6,889.02	-	-	-	-	-	-	6,889.02
INSURANCE REC	-	-	-	260,358.32	-	-	-	260,358.32
CHAPTER 313	-	-	-	-	-	-	35,457.72	35,457.72
	<u>\$ 333,330.38</u>	<u>\$ 1,049,641.58</u>	<u>\$ 24,748.37</u>	<u>\$ 486,495.71</u>	<u>\$ 295,277.74</u>	<u>\$ 18,095.40</u>	<u>\$ 879,474.15</u>	<u>\$ 3,087,063.33</u>
PERCENT OF TOTAL	10.80%	34.00%	0.80%	15.76%	9.57%	0.59%	28.49%	100.00%

SUMMARY OF VARIOUS EARNINGS RATES

<u>PERIOD</u>	<u>TEXPOOL</u>	<u>TEXPOOL PRIME</u>	<u>LONE STAR</u>	<u>TEXSTAR</u>	<u>NEXBANK MONEY MARKET SAVINGS</u>	<u>TCG DIRECTED INVESTMENTS *</u>	<u>TEXAS CLASS</u>	<u>COMPARISON 90 DAY T-BILL</u>
JULY 2023	5.1238%	5.3597%	5.1194%	5.1148%	5.3000%	2.5800%	5.3245%	5.3300%
AUGUST 2023	5.3047%	5.5628%	5.2984%	5.2974%	5.5500%	3.0200%	5.4752%	5.4100%
SEPTEMBER 2023	5.3218%	5.5512%	5.3163%	5.3105%	5.5500%	3.4700%	5.5213%	5.4300%
OCTOBER 2023	5.3589%	5.5864%	5.3238%	5.3231%	5.6000%	3.9100%	5.5550%	5.4900%
NOVEMBER 2023	5.3724%	5.6138%	5.3506%	5.3307%	5.6000%	4.3800%	5.5859%	5.2600%
DECEMBER 2023	5.3694%	5.5951%	5.3538%	5.3378%	5.6000%	4.8100%	5.5744%	5.2600%
JANUARY 2024								
FEBRUARY 2024								
MARCH 2024								
APRIL 2024								
MAY 2024								
JUNE 2024								
AVERAGE FOR PERIOD	<u>5.3085%</u>	<u>5.5448%</u>	<u>5.2937%</u>	<u>5.2857%</u>	<u>5.5333%</u>	<u>3.6950%</u>	<u>5.5061%</u>	<u>5.3633%</u>
	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(3)

* First quarter report reflected period rate of return. Second quarter report reflects year-to-date rate of return.



**REQUEST FOR APPROVAL OF RESOLUTION OF THE
BOARD FOR REMOVAL OF RESIGNED INVESTMENT
OFFICER(S)**

The following request is being presented for approval of recommendation to remove an investment officer due to resignation with the district.

RESOLUTION OF THE BOARD TO **REMOVE** INVESTMENT OFFICER(S)

WHEREAS, Section 2256.005(f) of the Public Funds Investment Act (Texas Government Code Chapter 2256) requires the Board of Trustees of Ector County Independent School District to designate one or more officers or employees as investment officer of the District; and

WHEREAS, the investment officer is responsible for the investment of the District's funds consistent with the District's investment policy;

NOW THEREFORE BE IT RESOLVED that the Board of Trustees of Ector County Independent School District **removes** the following previously designated employee as one of the investment officer(s) of the District. They employee resigned employment with the District.

Employee Name: Michael Carrillo

Adopted February 20, 2024, by the Board of Trustees.

Presiding Officer

Secretary



REQUEST FOR APPROVAL OF INVESTMENT OFFICER ACCOUNT ACCESS AUTHORIZATION

The enclosed form(s) are presented for authorizing access to investment accounts. The employee Morgan Eaton was approved as an investment officer at the September 2023 board meeting.

Authorized Representative Add Form

Name of Participant Ector County Independent School District Participant Number 68901

Addition of Authorized Representative

In order to either (i) carry out the role of Investment Officer for the Participant or (ii) aid the Investment Officer of the Participant in the execution of his or her duties pursuant to Texas Government Code, Section 2256.003(c), as the case may be, the following officers, officials, employees, or contractors of the Participant are hereby designated as Authorized Representatives within the meaning of the Investment Agreement (Agreement). These designated Authorized Representatives have full power and authority to execute the Agreement and any other documents, as may be required to deposit money to and withdraw money from the Participant's Lone Star Investment Pool (Lone Star) account from time to time in accordance with the Agreement and the Information Statement, and take all other actions deemed necessary or appropriate for the investment of local funds of the Participant:

	Rep #1	Rep #2	Rep #3
Printed Name	<u>Morgan Eaton</u>	_____	_____
Title	<u>Assistant Director of Finance</u>	_____	_____
E-mail address	<u>morgan.eaton@ectorcountyisd.org</u>	_____	_____
Signature	<u><i>Morgan Eaton</i></u>	_____	_____

In accordance with Lone Star procedures, an Authorized Representative shall promptly notify Lone Star of any changes in who is serving as Authorized Representative.

In addition to the foregoing Authorized Representatives, each Investment Officer of Lone Star appointed by the Lone Star Board of Trustees from time to time is hereby designated as an Investment Officer of the Government Entity and, as such, shall have responsibility for investing the share of Lone Star assets representing local funds of the Government Entity.

PASSED AND APPROVED this _____ day of _____, 20____.

By: _____ By: _____

Printed Name, Board President

Printed Name, Board Secretary

State of Texas, County of _____.

Before me, _____, on this day personally appeared _____, and _____
(name of notary) (name of President) (name of Clerk/Secretary)

known to me (or proved to me on the oath of _____) or through _____ to be the person(s)
(person providing oath) (identification item)

whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, 20____.

(Personalized Seal)

Notary Public's Signature

If you have any questions, call the Lone Star Investment Pool at 800-758-3927 for assistance.

Please return the completed form to **customer.service@lonestarinvestmentpool.com** or fax **512-452-7842**.



**REQUEST FOR APPROVAL OF MEMORANDUM OF UNDERSTANDING
BETWEEN EDUCATION FOUNDATION AND ECTOR COUNTY ISD FOR
THE INSPIRATION STATION**

The Education Foundation seeks to enter into a Memorandum of Understanding with Ector County ISD for the purpose of participating in the planning and implementation of the Inspiration Station project. The success of the Inspiration Station project is greatly dependent on a strong collaboration and highly engaged partnership with local stakeholders, community members, and project partners.

As part of this MOU, the Education Foundation will pay for one full-time Director position in ECISD to oversee the project and one part-time position to support the work. The Education Foundation is committed to fully funding the Inspiration Station project for the next five years.

Administrative Recommendation:

Approval of the Memorandum of Understanding between Education Foundation and Ector County ISD for the Inspiration Station.

**PARTNERSHIP AGREEMENT
MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“Agreement”) is entered into by and between the **Ector County Independent School District** (“ECISD”) and the **Education Foundation of Odessa** (“Foundation”) Board of Directors, for the purpose of participating in the planning and implementation process of the **Inspiration Station** project.

The success of the Inspiration Station project is greatly dependent on strong collaboration and highly engaged partnerships with local stakeholders, community members and project partners. As such, the Foundation will form a Committee to help guide the project.

RESPONSIBILITIES AND EXPECTATIONS

For this project, the Foundation serves as the “lead” organization. As a lead organization, the Foundation is responsible for the following:

- Coordinate design and implementation activities for the Inspiration Station project, including but not limited to organizing working committees, focus groups, interviews of key stakeholders, etc.;
- Facilitate communications and information sharing with ECISD and other stakeholders;
- Drafting and completing the Inspiration Station project implementation plan;
- Measuring key outcomes and indicators for Inspiration Station implementation;
- Oversee the implementation of the Inspiration Station project over the next three-year project period;
- Donate the “Inspiration Stations” vehicle(s) as shown on the attached Exhibit “A” to ECISD
- Ensure adequate funding is available over the next three-year project period which shall cover the costs and expenses of:
 - o One (1) full time staff member employed by ECISD (the “Staff Member” as defined below)
 - o One (1) part time staff member employed by ECISD (the “Part-Time Staff” as defined below)
 - o Inspiration Station vehicle(s)
 - o Maintenance
 - o Fuel
 - o Educational modules and consumables
 - o Marketing

Under this agreement, ECISD agrees to:

- Support the coordination of the design and implementation through the Education Foundation.
- Provide an adequate and secure location for Inspiration Station and all project materials to be stored;
- Provide one (1) full-time and one (1) part-time dedicated staff members to support the Inspiration Station project planning and implementation funded by the Education Foundation (the “Staff Members”);

- The Staff Members shall be employed by ECISD, and shall be under the direct supervision of the Executive Director of Development for ECISD who serves as the acting Executive Director of the Education Foundation;
- For clarification purposes, the Staff Members hours and responsibilities shall be at the direction of the acting Executive Director of the Education Foundation, however, the Staff Members shall be employees of ECISD and under the ultimate control of ECISD;
- Share data as needed to support the planning and implementation efforts of the Inspiration Station project, following the proper district protocols for data sharing;
- Provide a monthly report to the Education Foundation with detailed activity logs, which will include, but is not limited to, date, time, and location of use; number of individuals impacted, content shared, and feedback.
- Provide marketing support, including but not limited to a calendar of events, social media posts, advertisements, and other media coverage.
- Establish a project-working group whose primary function will be to research innovative ways to utilize the Inspiration Station and provide new learning and community outreach opportunities for long-term sustainability.

TIME PERIOD

This Memorandum of Understanding shall follow the project time period, beginning upon signing this document and remaining in place through February 13, 2027.

TERMINATION

Either party shall have the right to terminate this agreement within 30 days written notice. Upon such termination, the Inspiration Station vehicle(s) and all related property shall be returned to the Foundation and parties shall be released of all rights and obligations hereunder.

In Witness Whereof, parties have executed this Memorandum of Understanding as of the date first written above.

Ector County Independent School District

Education Foundation of Odessa

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



**REQUEST FOR APPROVAL OF ADDITIONAL
2023-2024 T-TESS APPRAISERS**

Additional 2023-2024 T-TESS Appraisers will be presented for your consideration at the
February 20, 2024 Board Meeting

Last Name	First Name	Role	Status	Year
Villareal	Jean	School Administrator	Certified	2023-2024
Thomas	Jaclyn	School Administrator	Certified	2023-2024



JOINT PUBLIC HEARING WITH DISTRICT CONTINUOUS IMPROVEMENT TEAM ON DISTRICT ANNUAL PERFORMANCE REPORT

The District must hold a public hearing to discuss the District's annual report that includes the TAPR. District accreditation status, campus performance objectives, information on violent or criminal incidents, and performance of the previous year's graduates in their first year of college as reported by the Texas Higher Education Coordinating Board.

Annual Performance Report Public Hearing February 20, 2024

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2022-2023 Texas Academic Performance Reporting System Public Hearing



Dr. Jessica Gore: Executive Director of Research, Evaluation, and
Accountability

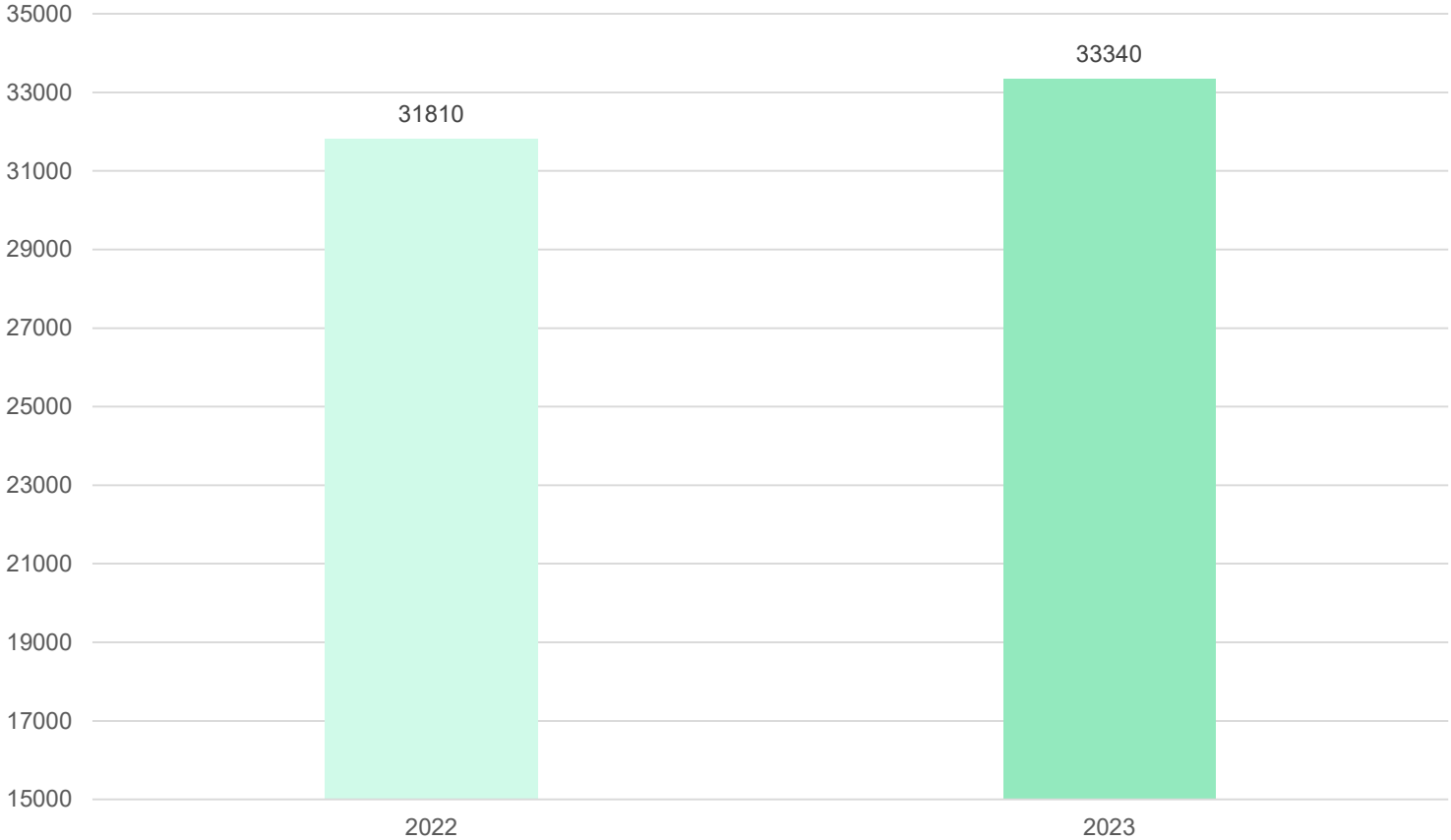
7 Sections to the Annual Report

1. 2022-2023 Texas Academic Report (PDF TAPR)
2. PEIMS Financial Standard Report (2022-2023 Financial Actual Report)
3. 2022-2023 District Accreditation Status
4. Campus Performance Objectives
5. Report on Violent or Criminal Incidents on Campuses
6. Student Performance in Postsecondary Institutions
7. 2022-2023 TAPR Glossary

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Section 1: District Profile

District Total Enrollment Numbers (2022 v 2023)

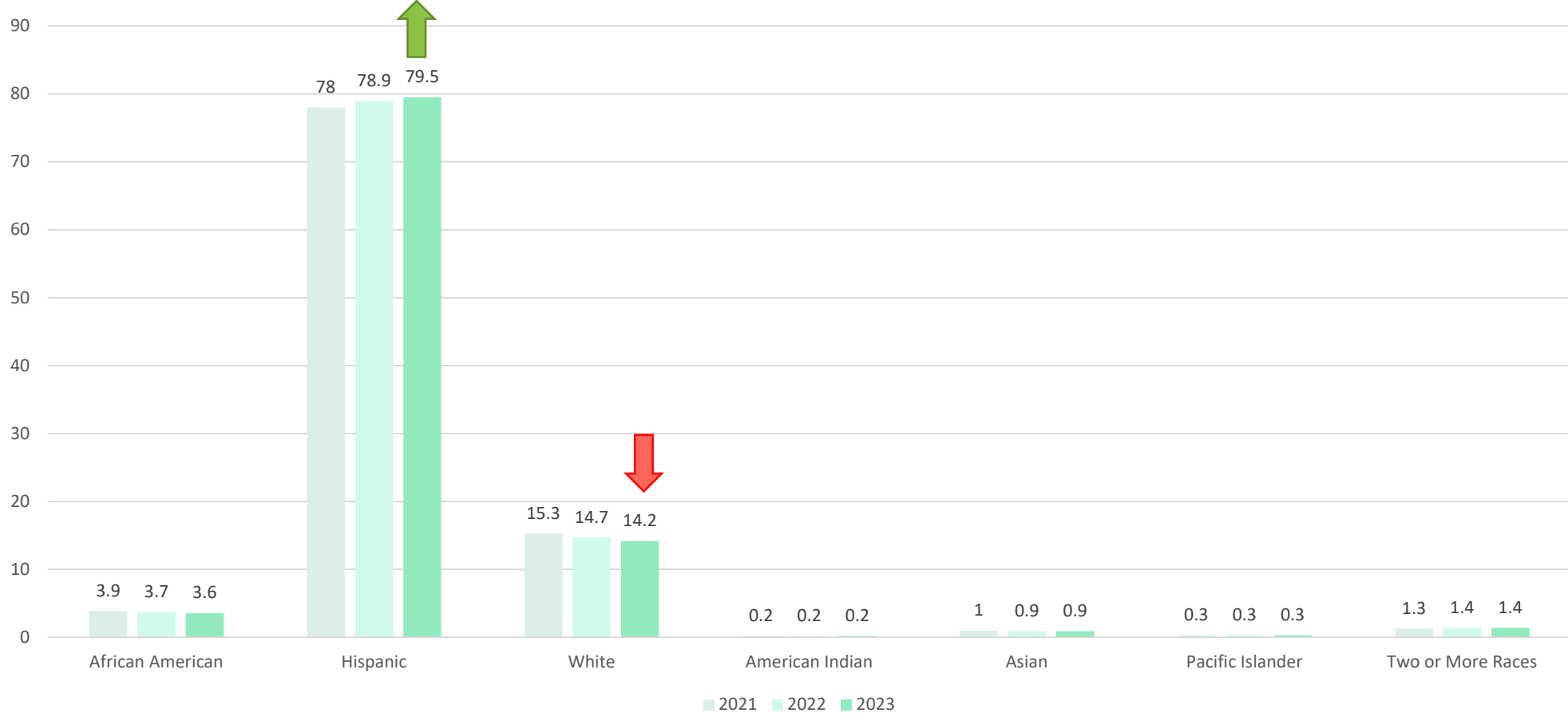


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Section 1: District Profile

Percentage of District Total Enrollment by Ethnicity (2021, 2022 and 2023 Snapshots)



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Section 1: State of Texas Assessments of Academic Readiness (STAAR)

STAAR Performance (2022-2023) reported for:

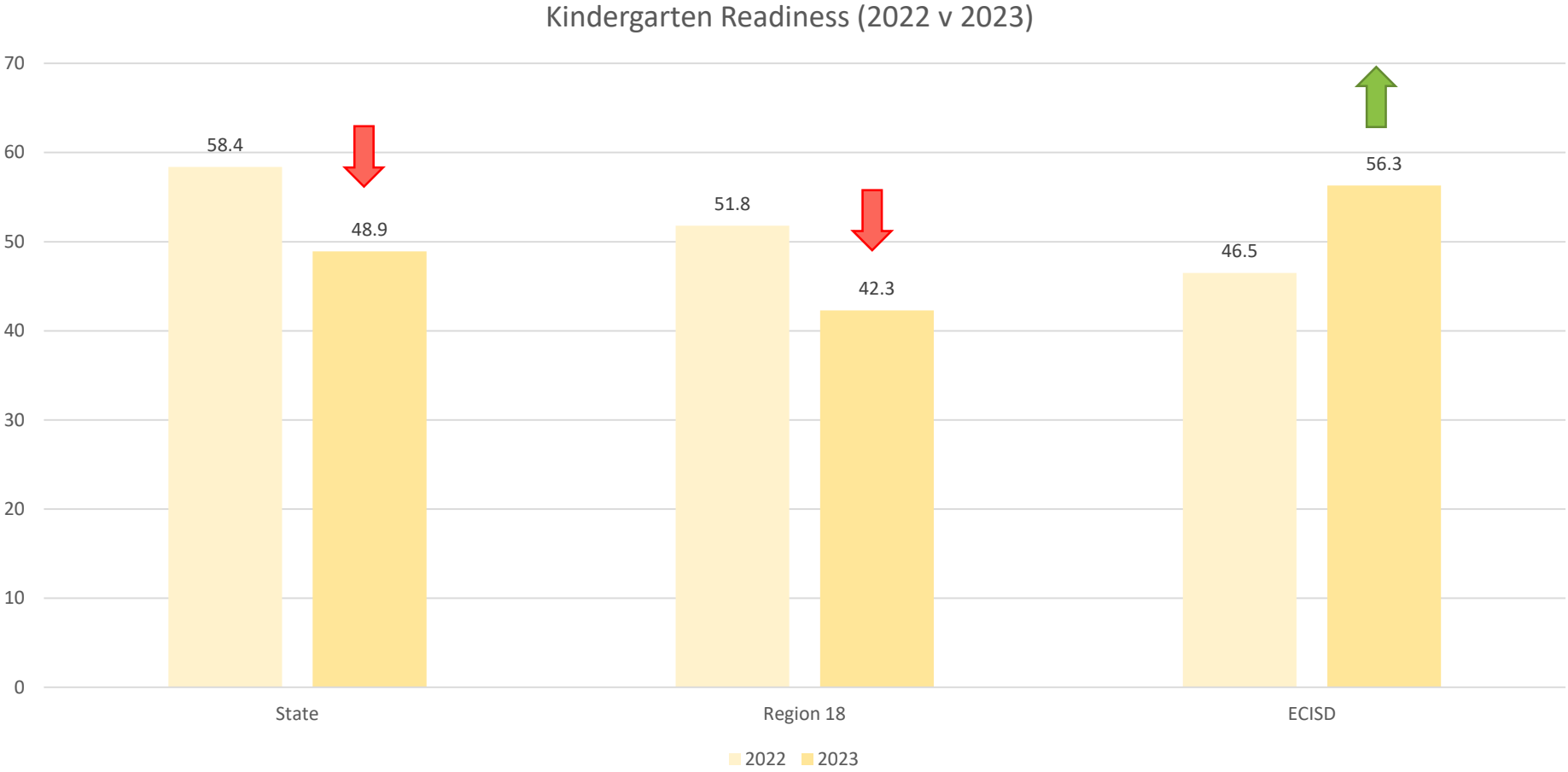
- Grades 3-8 Reading and Math
- Grades 5 and 8 Science
- Grade 8 Social Studies
- End of Course: Algebra 1, Biology, English I, English II, U.S. History
- Accelerated Testers - SAT/ACT Math scores for students who took and passed Algebra I in 8th grade

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School Progress and Academic Growth (2022-2023):

- STAAR 4-8 Reading, English I and II EOC
- STAAR 4-8 Math, Algebra I

Section 1: Kindergarten Readiness

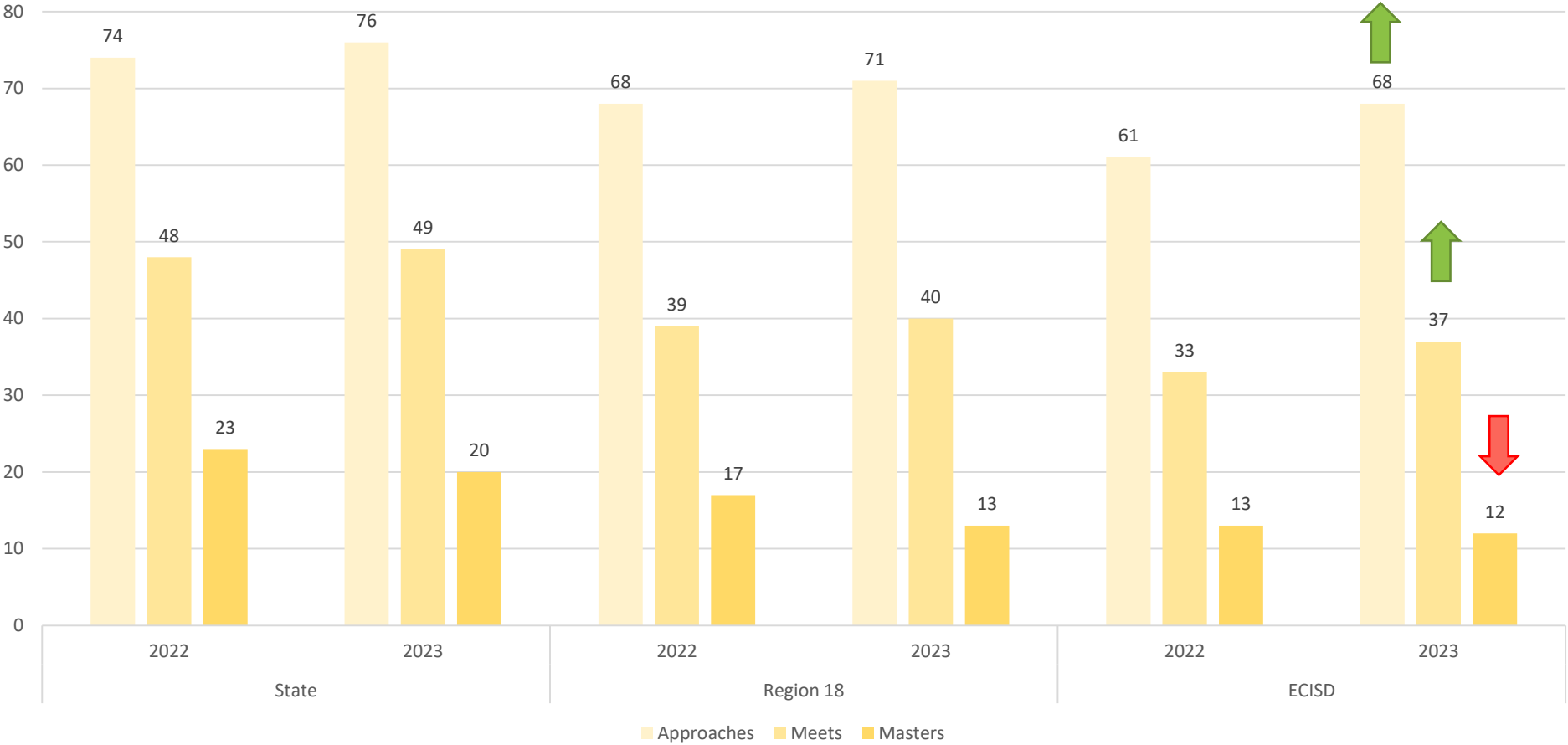


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Section 1: STAAR Performance

Percentage of STAAR Performance Across All Subjects and All Grade Levels (2022 v 2023)

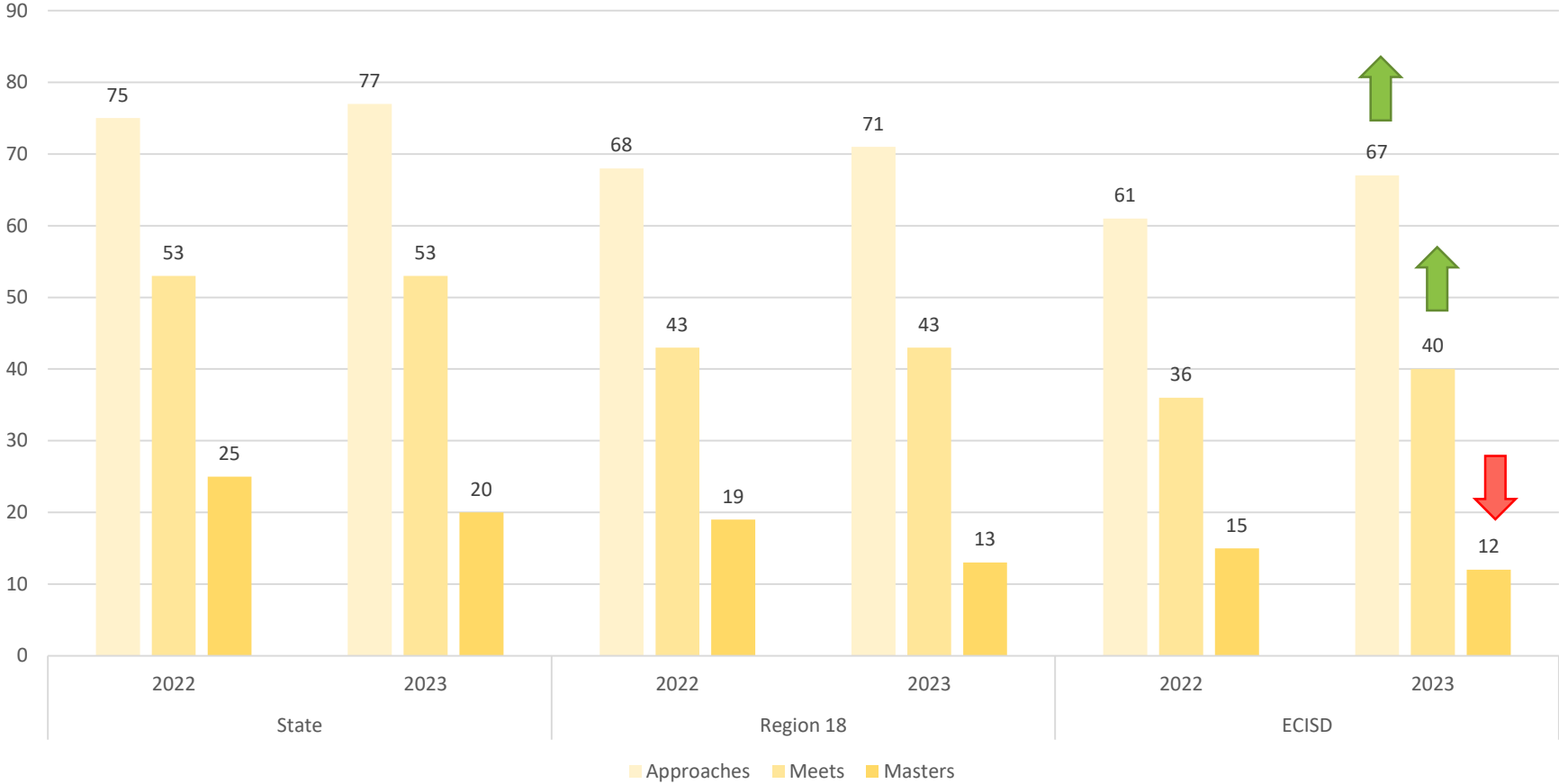


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Section 1: STAAR Performance

Percentage of STAAR Performance: RLA (2022 v 2023)

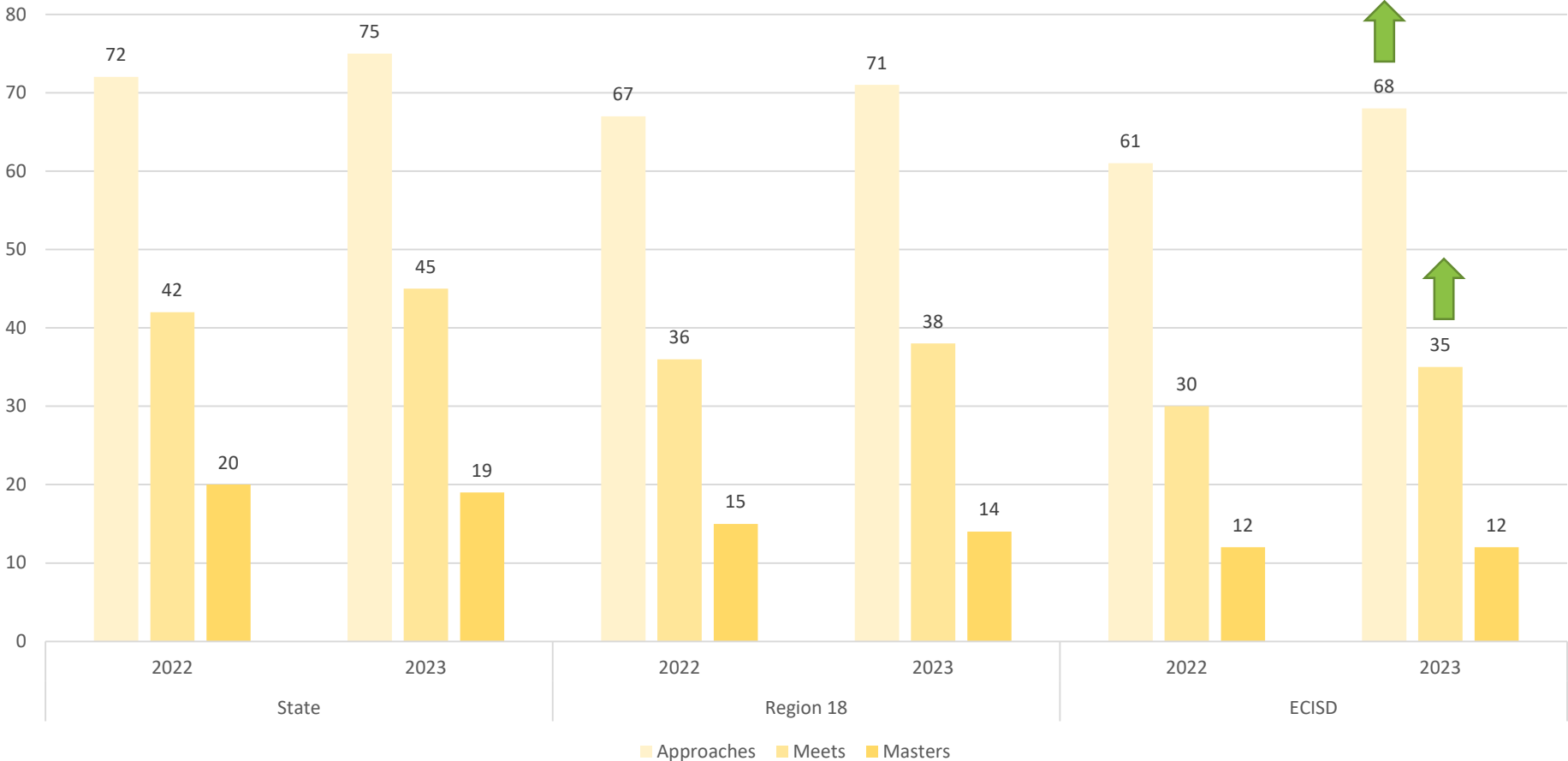


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Section 1: STAAR Performance

Percentage of STAAR Performance: Math (2022 v 2023)

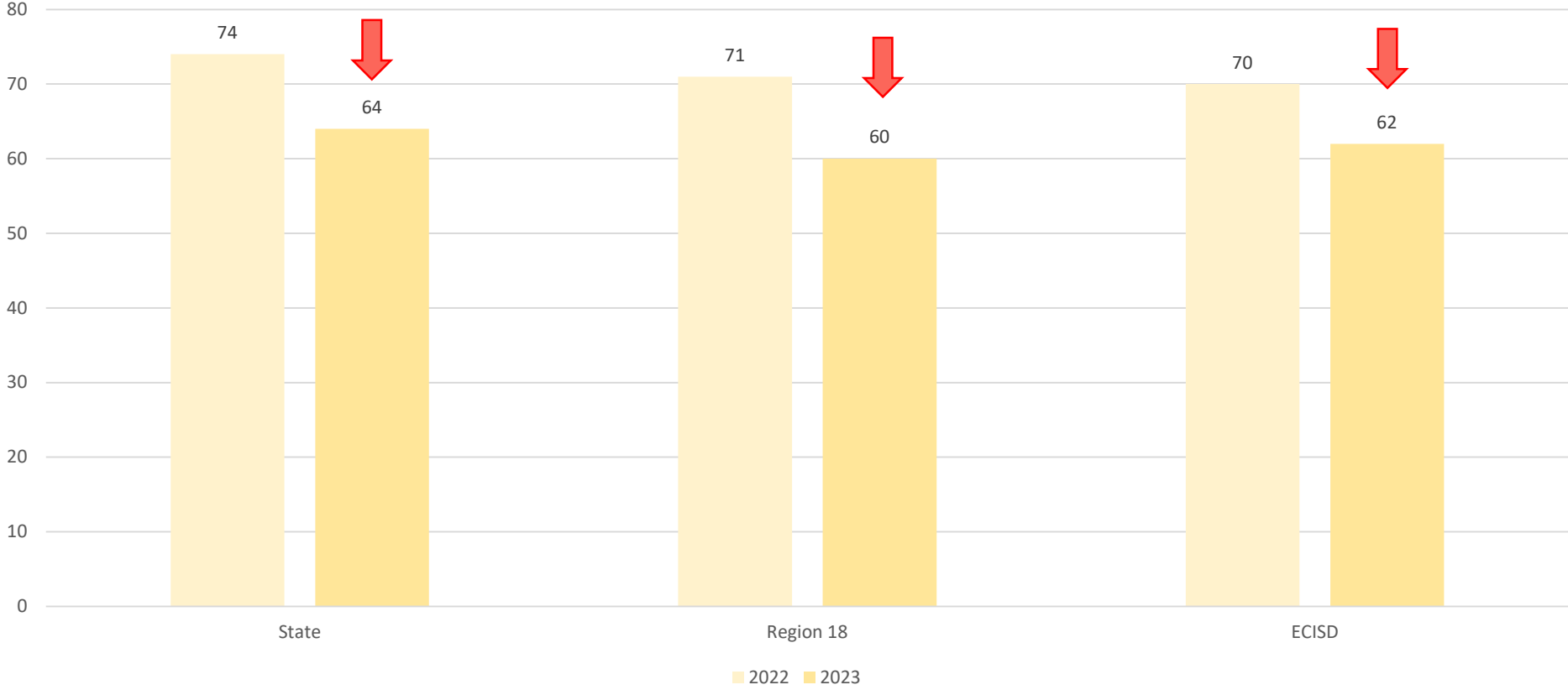


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Section 1: STAAR Growth

Percentage of STAAR Growth Across RLA & Math and All Grade Levels (2022 v 2023)

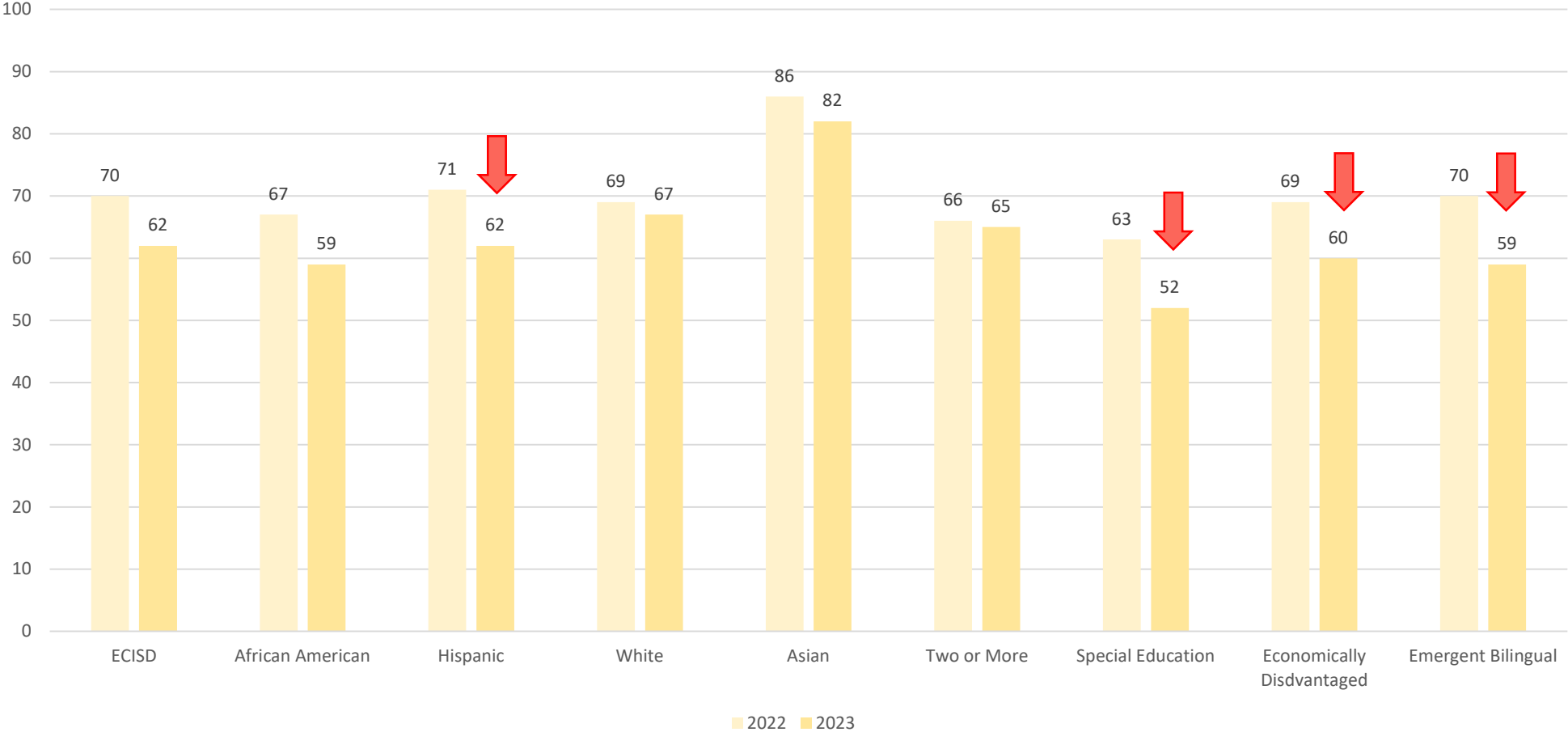


171



Section 1: STAAR Growth

Percentage of STAAR Growth Across RLA & Math and All Grade Levels by Student Group (2022 v 2023)

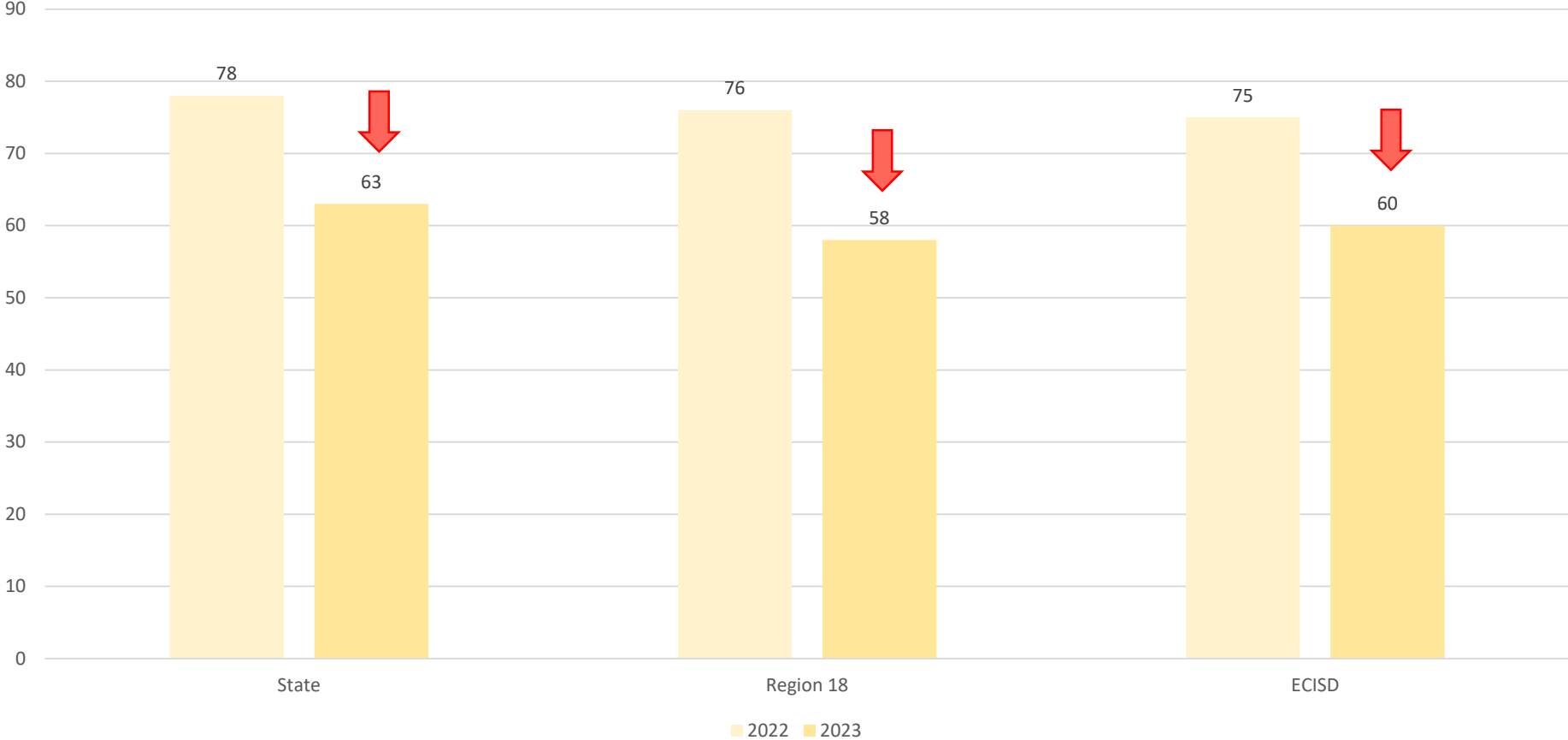


172



Section 1: STAAR Growth

Percentage of STAAR Growth Across RLA for All Grade Levels (2022 v 2023)

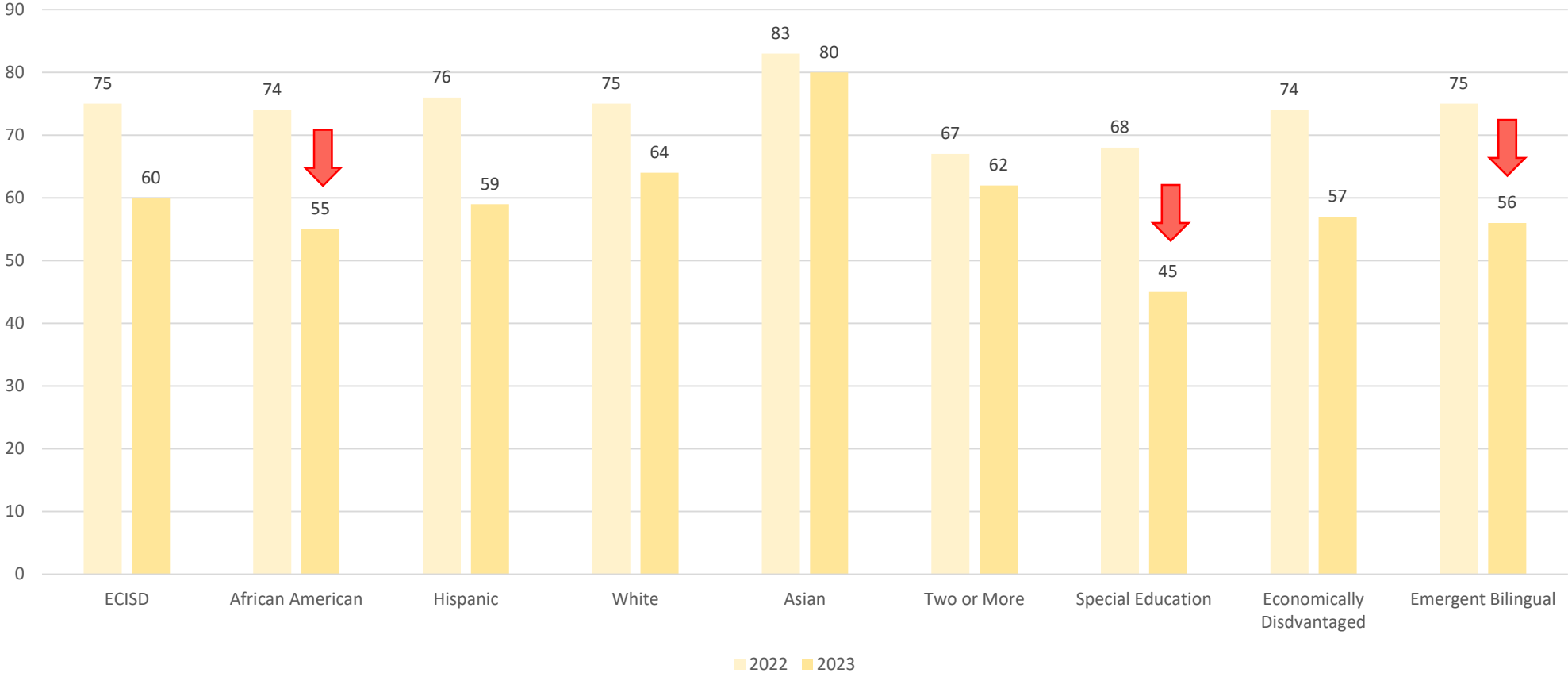


173



Section 1: STAAR Growth

Percentage of STAAR Growth Across RLA and All Grade Levels by Student Group (2022 v 2023)

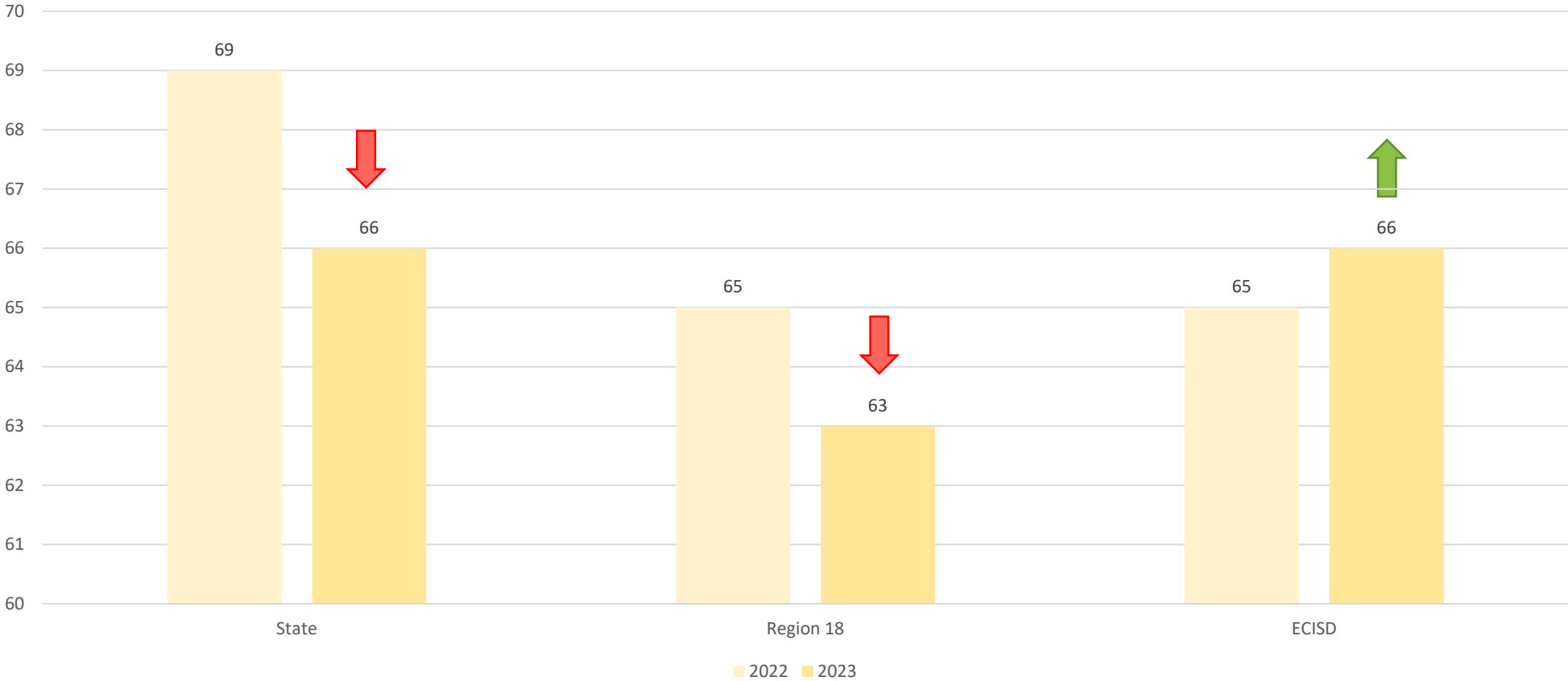


174



Section 1: STAAR Growth

Percentage of STAAR Growth Across Math for All Grade Levels (2022 v 2023)

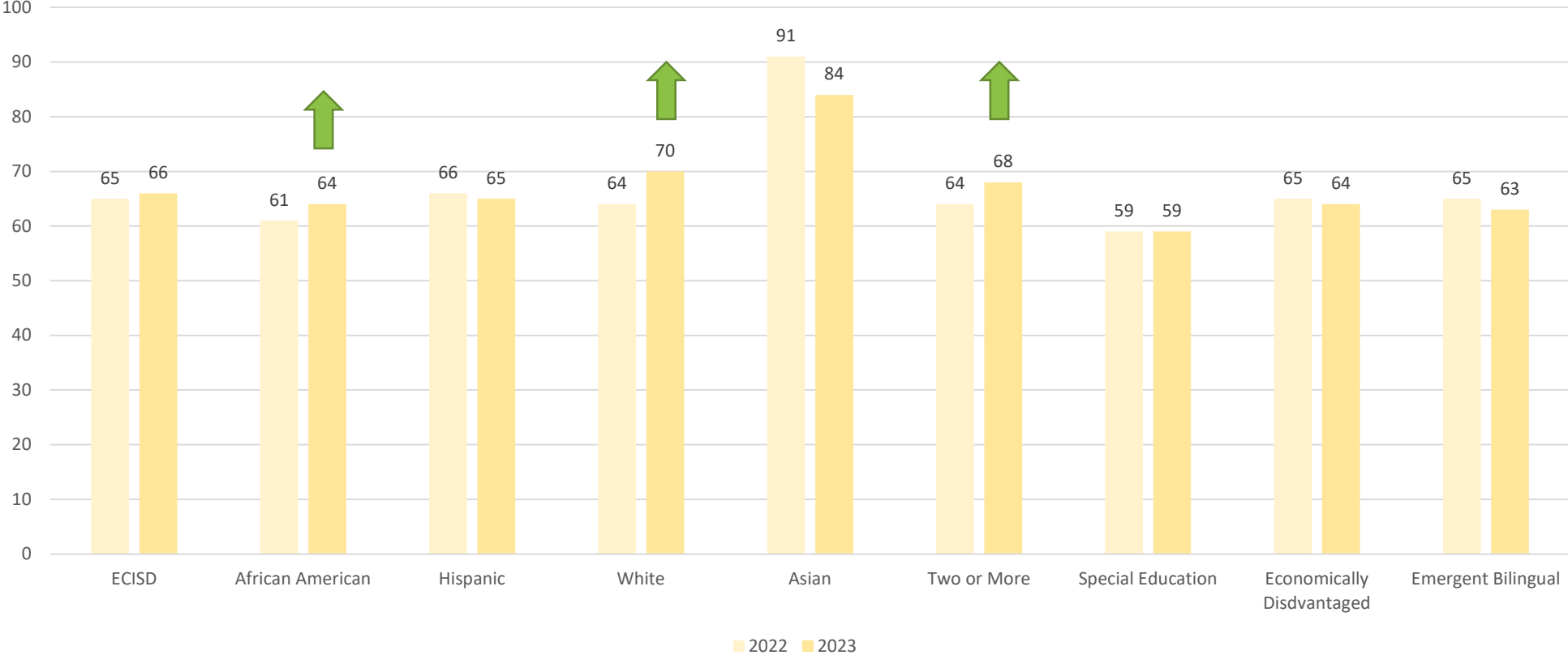


175



Section 1: STAAR Growth

Percentage of STAAR Growth Across Math and All Grade Levels by Student Group (2022 v 2023)



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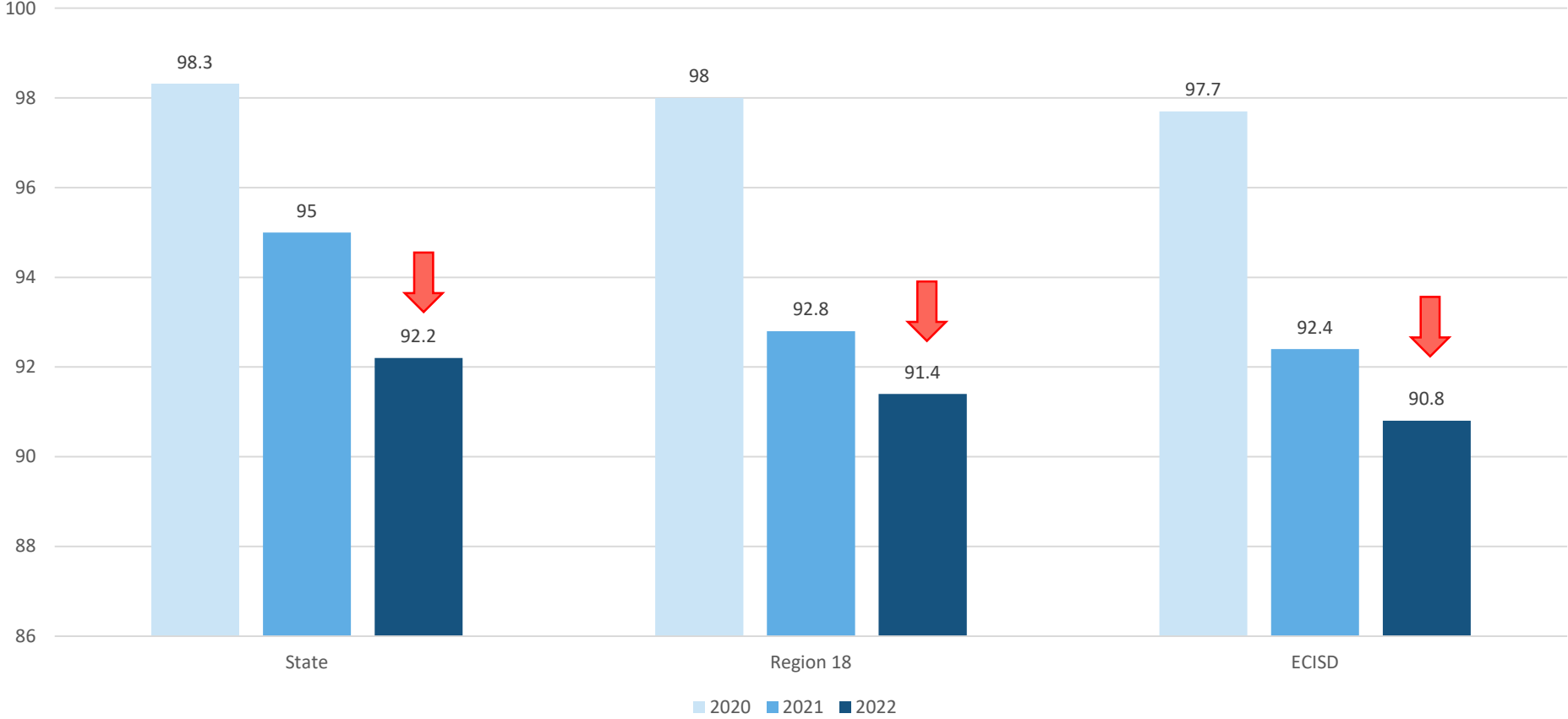
Section 1: Attendance & Graduation Rate

- Attendance Rate (2-year lagging data)
- Longitudinal Graduation Rate (Class of 2022): 4-Year Graduation Rate reported by:
 - Graduates
 - Texas Certificate of High School Equivalency (TxCHSE)
 - Continuers
 - Dropouts

177

Section 1: Attendance Rate

Attendance Rate Percentage for All Students (2020, 2021 and 2022)

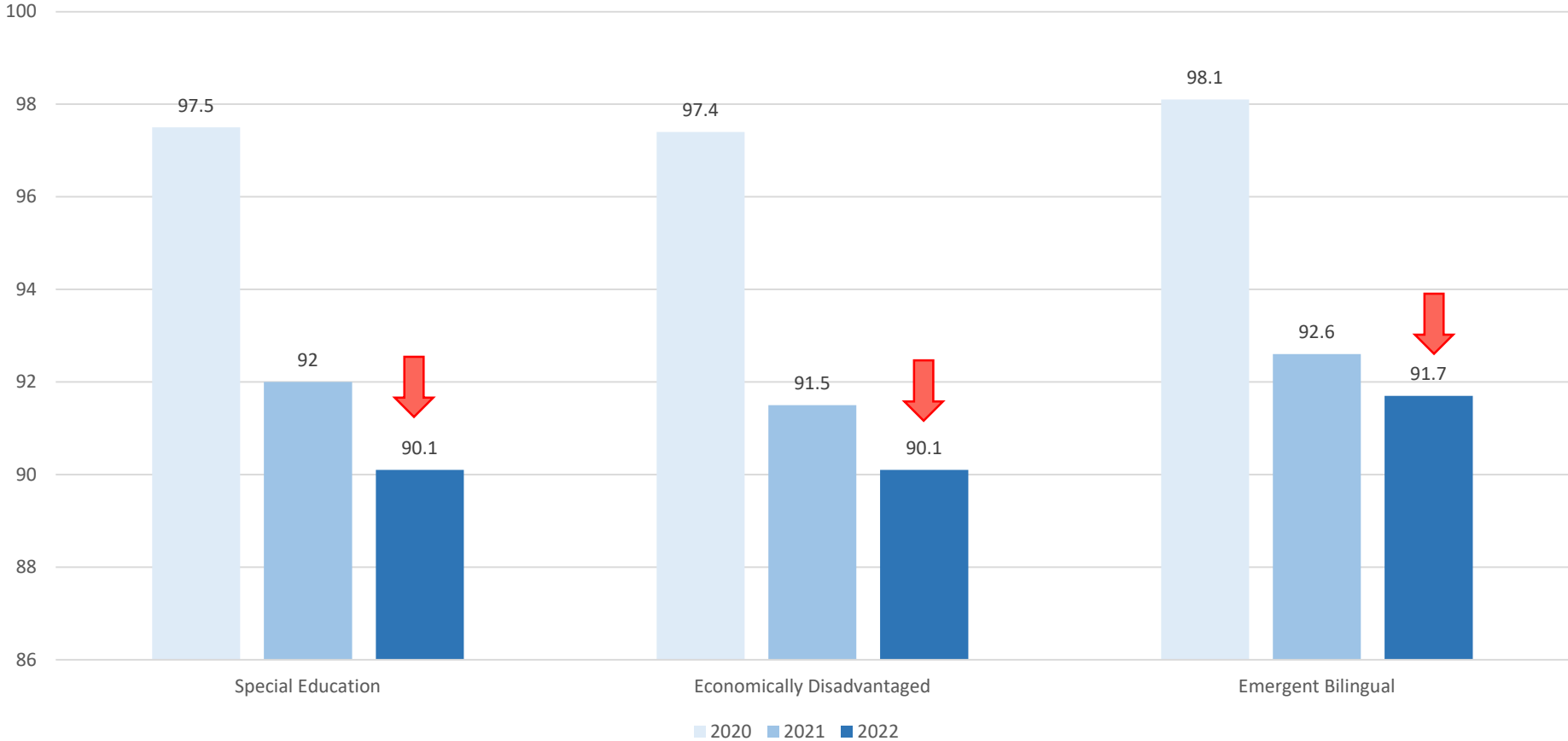


178



Section 1: Attendance Rate

Attendance Rate Percentage by Special Program (2020, 2021 and 2022)

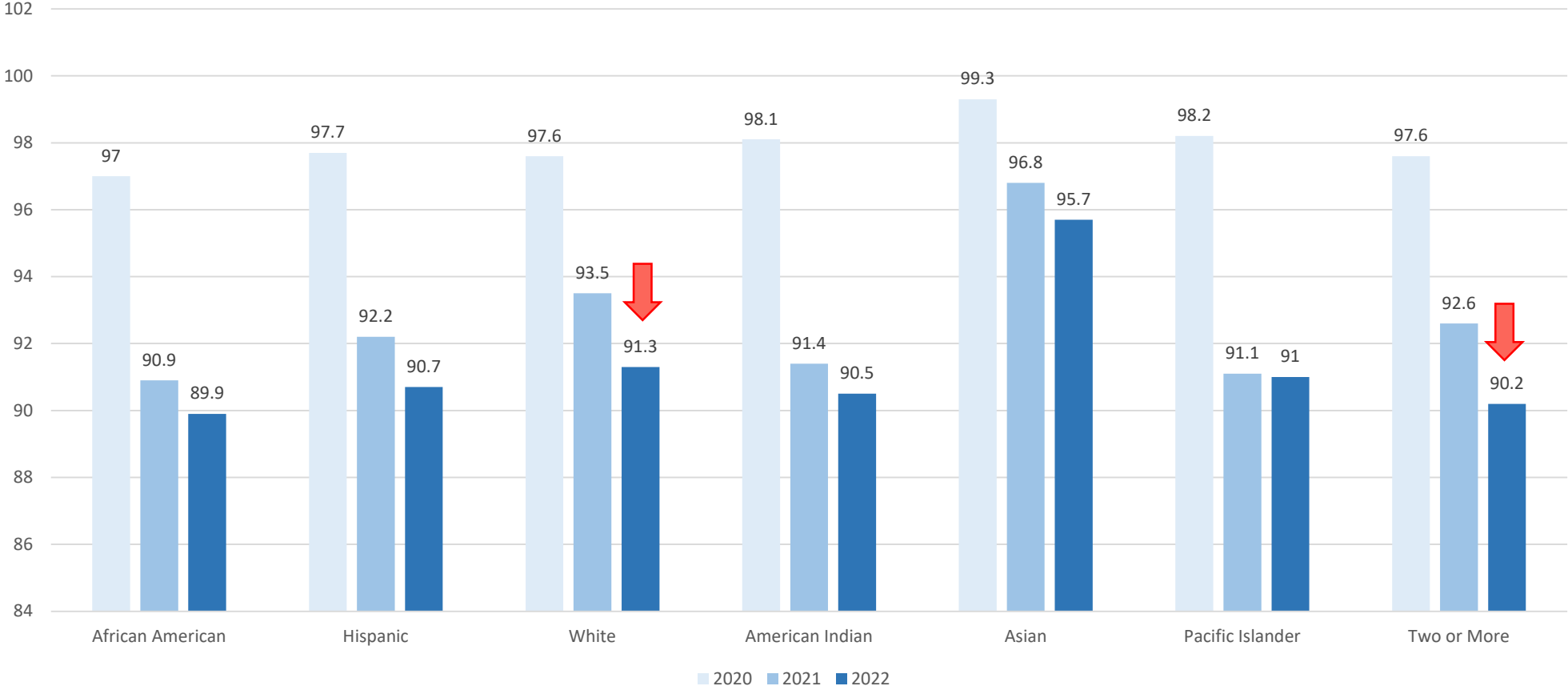


179



Section 1: Attendance Rate

Attendance Rate Percentage by Student Group (2020, 2021 and 2022)

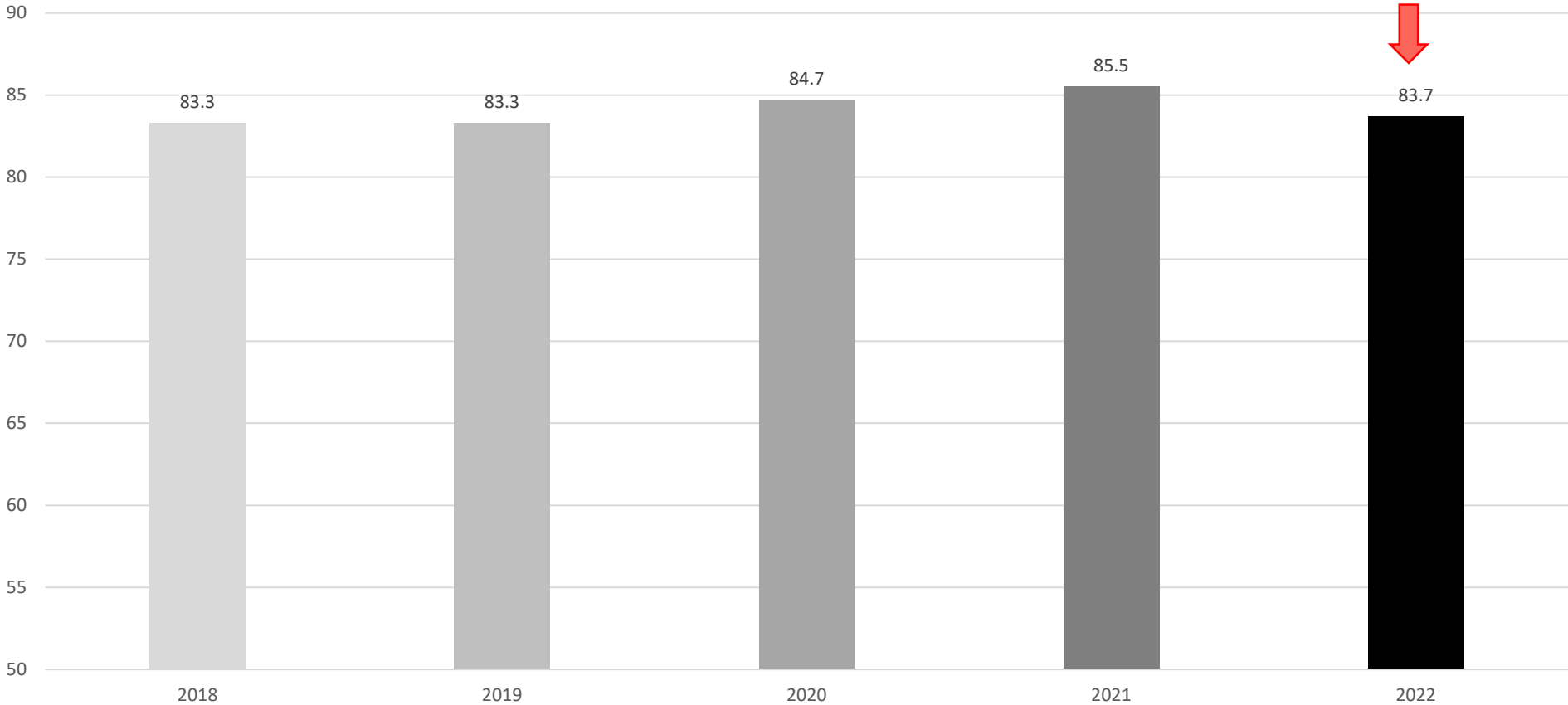


180



Section 1: Graduation Rate

Percentage of 4-Year Longitudinal Graduation Rate 2018-2022

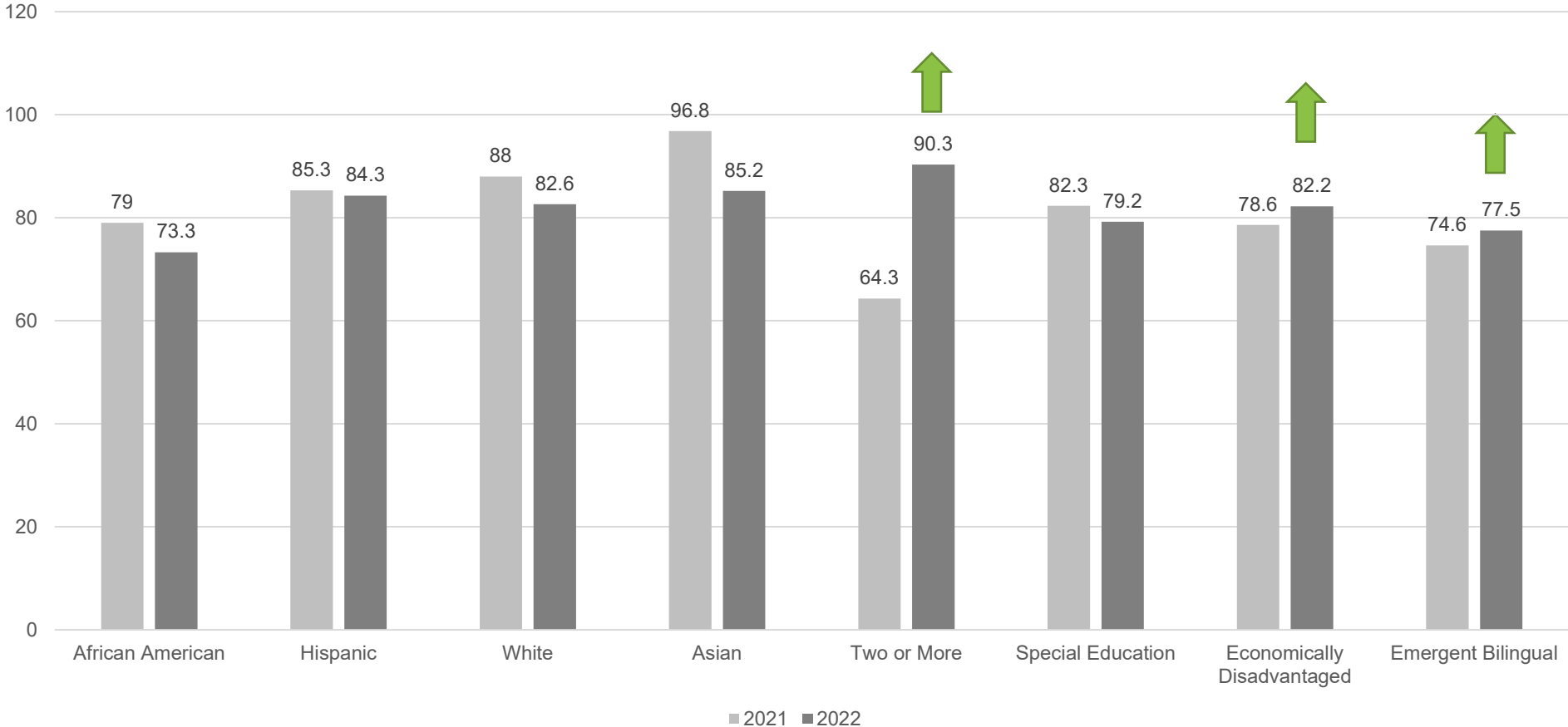


181



Section 1: Graduation Rate

Percentage of 4-Year Longitudinal Graduation Rate by Student Group (2020-2021 v 2021-2022)

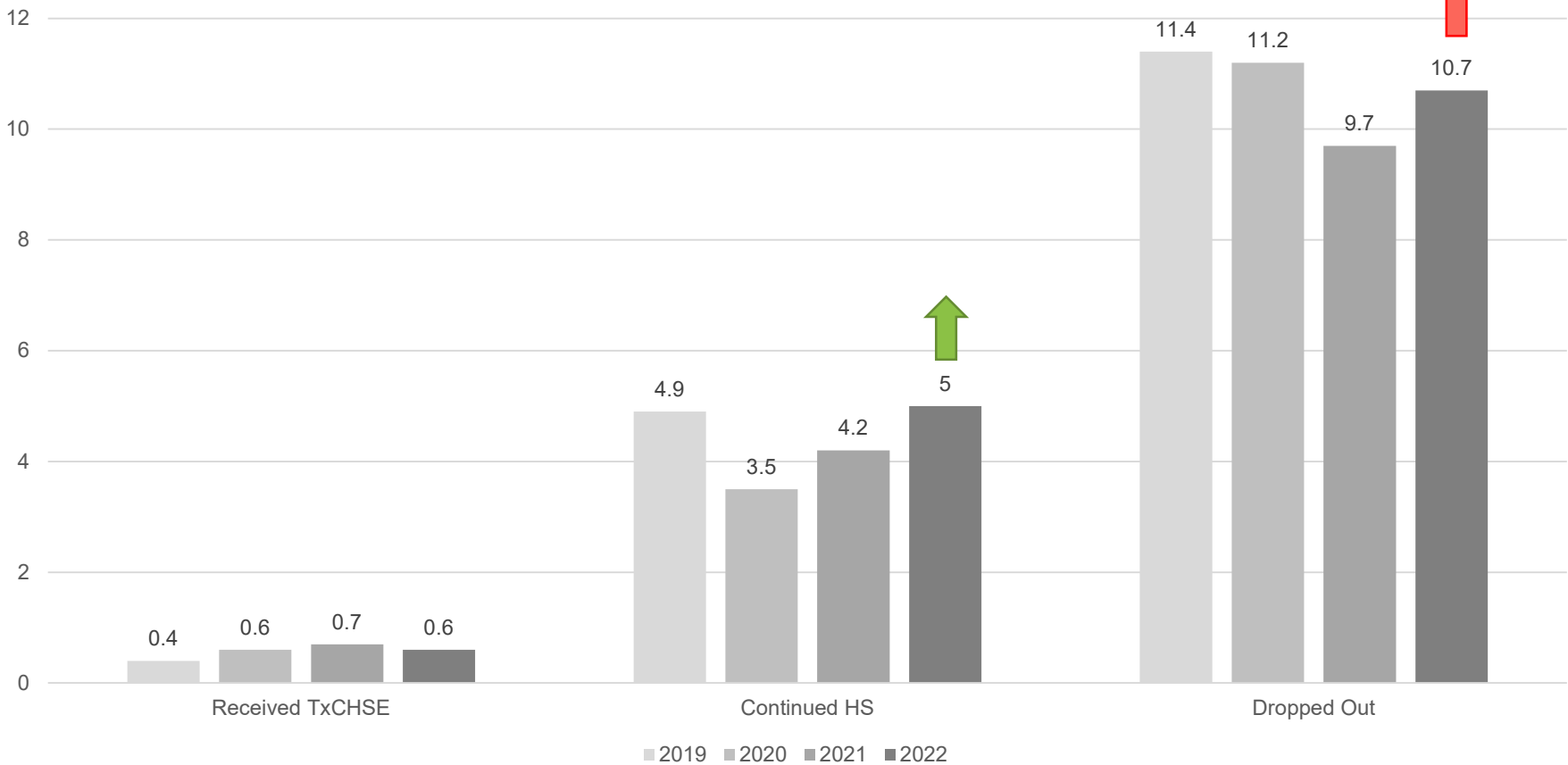


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Section 1: Completion Rate

4-Year High School Completion Student Status Rates (Classes of 2019, 2020, 2021 and 2022)

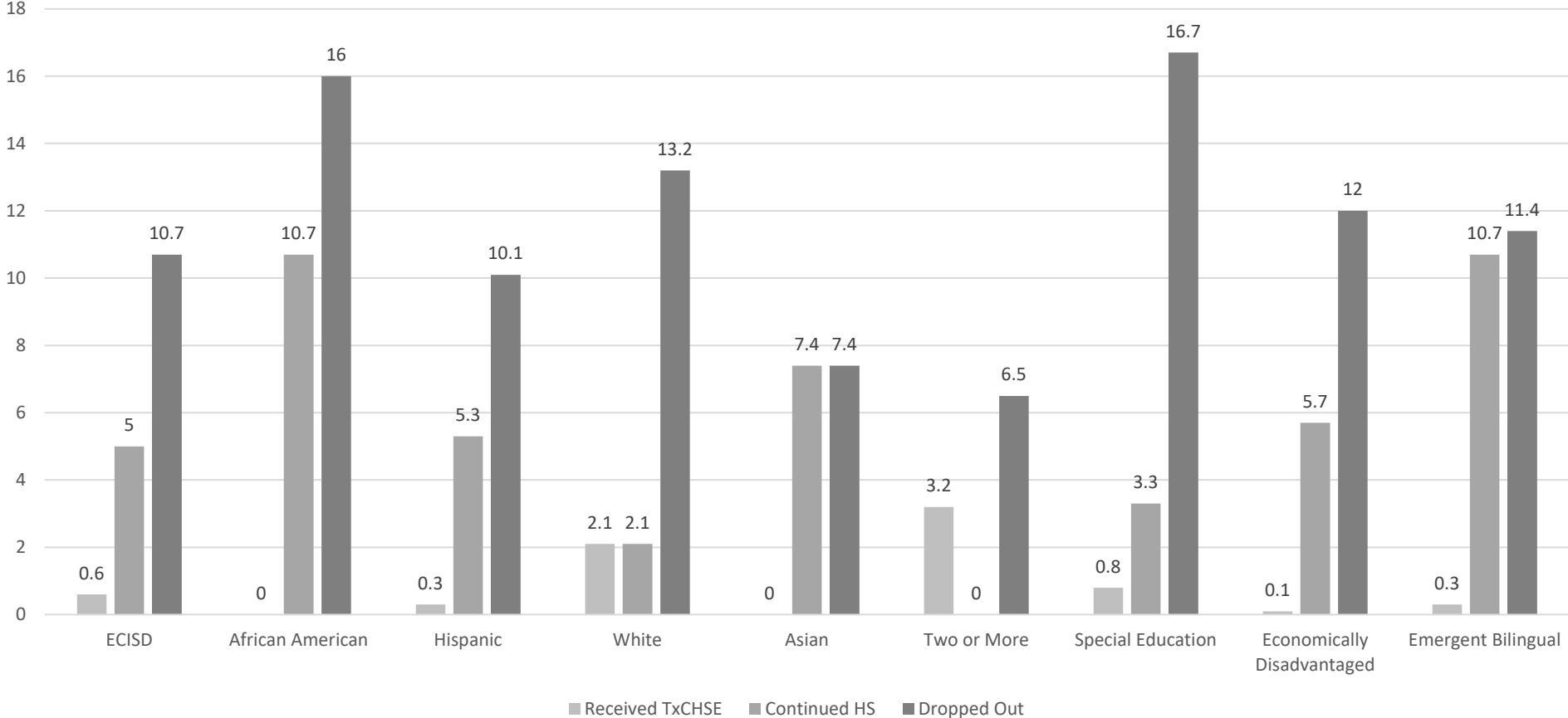


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Section 1: Completion Rate

Percentage of High School Completion Status Rates by Student Group (2022)



184



Section 1: College, Career and Military Readiness

College, Career and Military Readiness (CCMR):

- CCMR Graduates

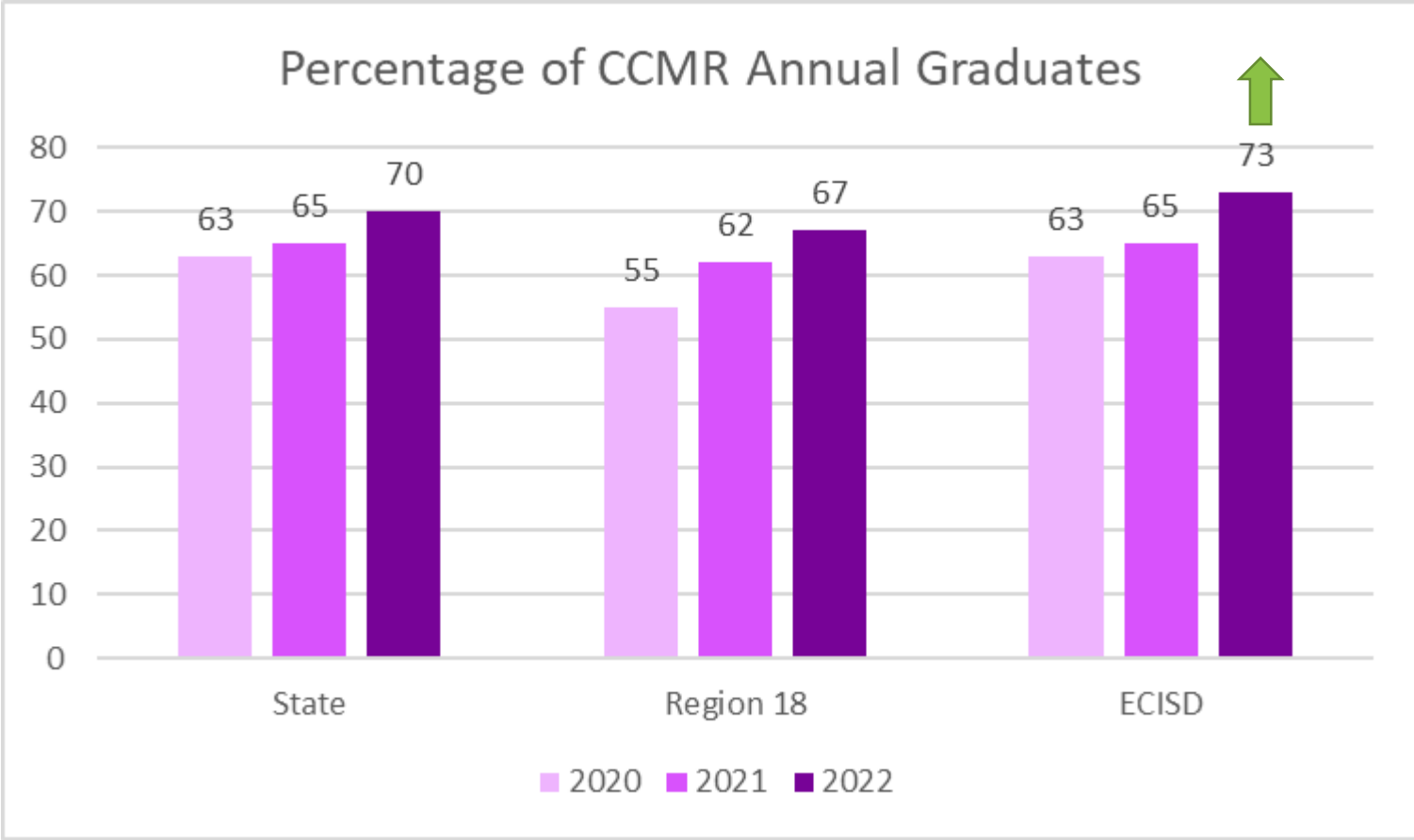
CCMR-Related Indicators:

- Completed and Received Credit for College Prep Courses
- Texas Success Initiative Assessment (TSIA) Results
- Advanced Placement/International Baccalaureate (AP/IB) Results
- SAT/ACT Results
- CTE Coherent Sequence

Other Postsecondary Indicators:

- Advanced Dual-Credit Course Completion

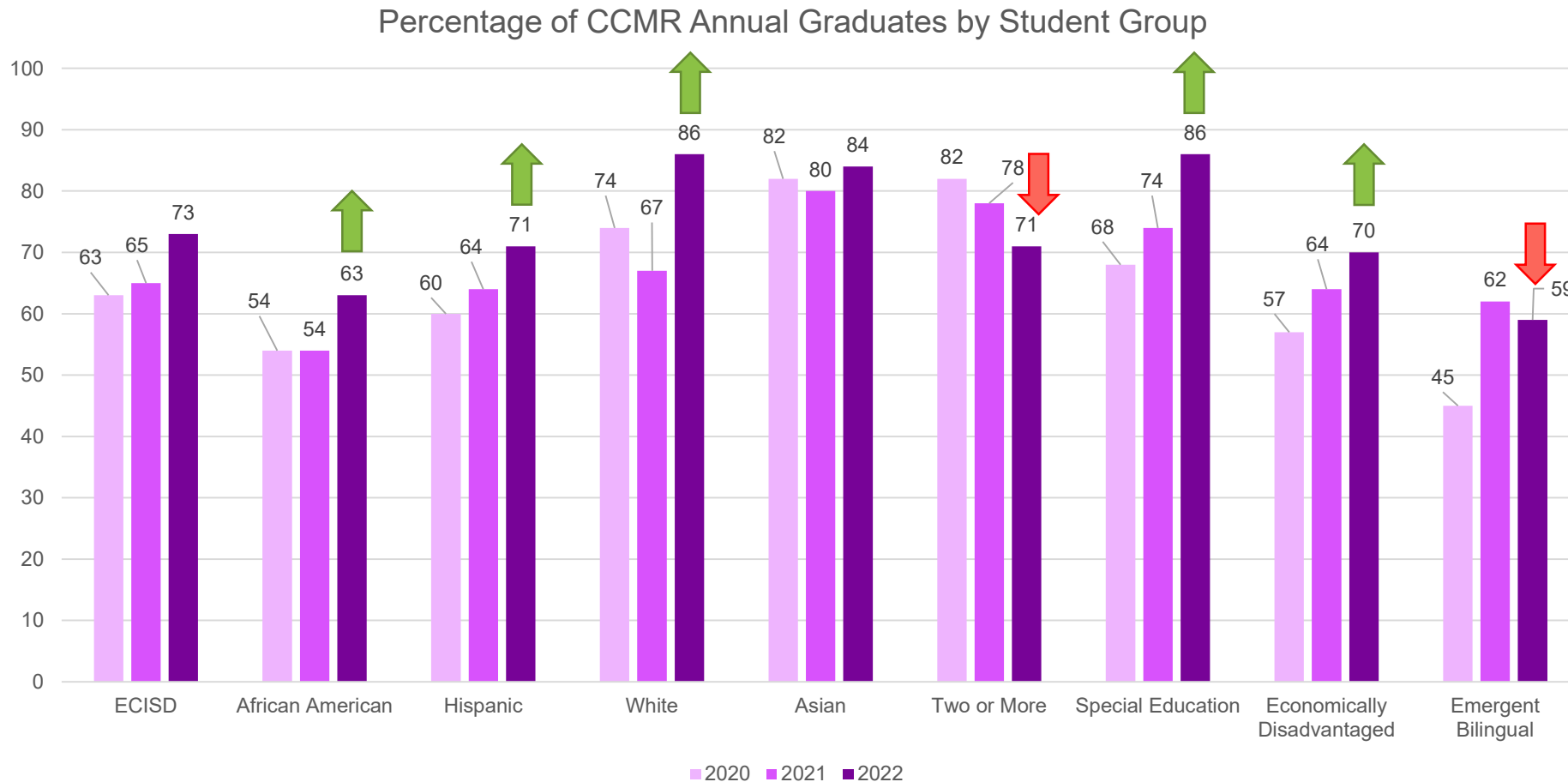
Section 1: CCMR Graduates



186

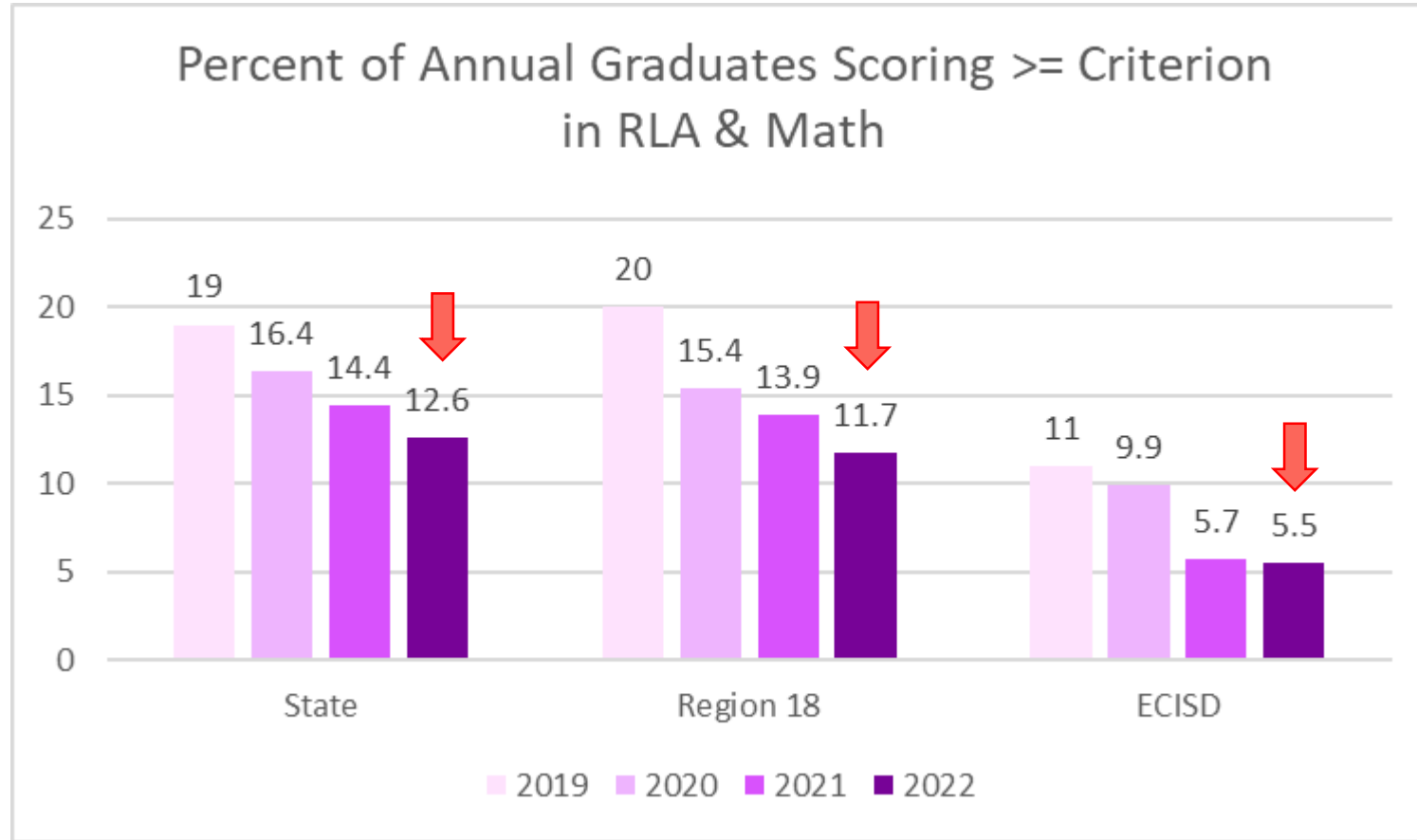


Section 1: CCMR Graduates



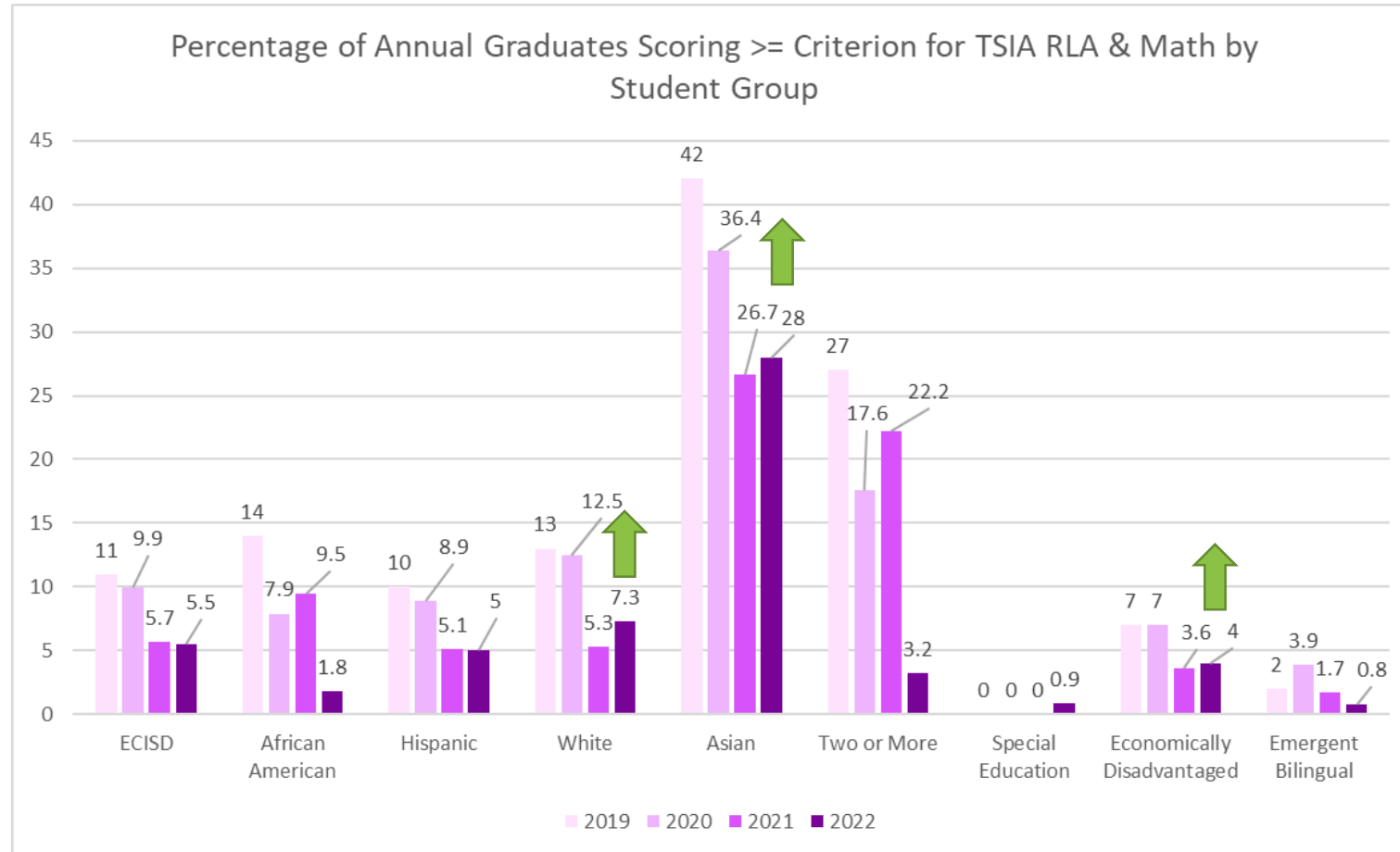
187

Section 1: Texas Success Initiative Assessment (TSIA) College Readiness

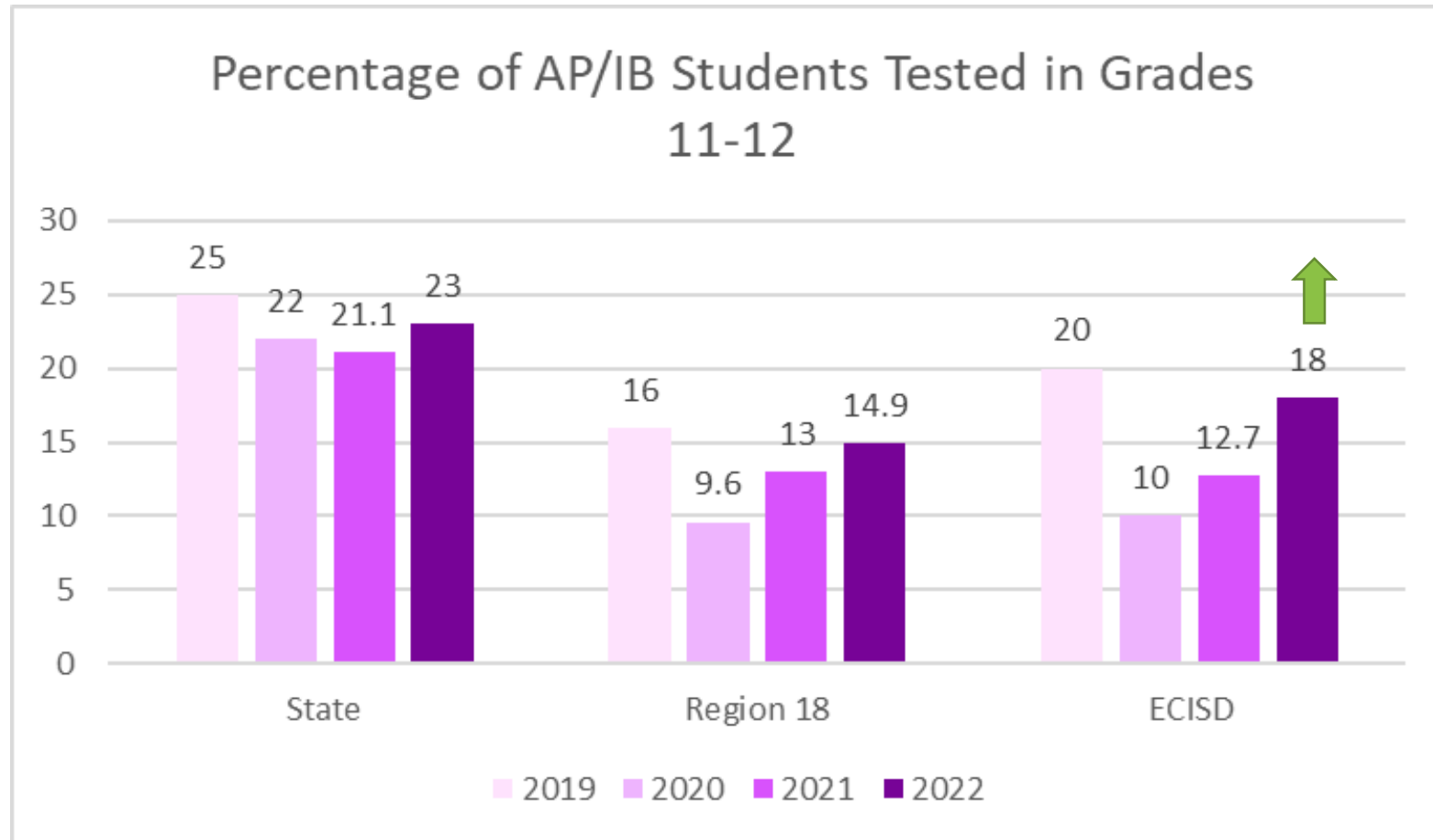


188

Section 1: Texas Success Initiative Assessment (TSIA) College Readiness

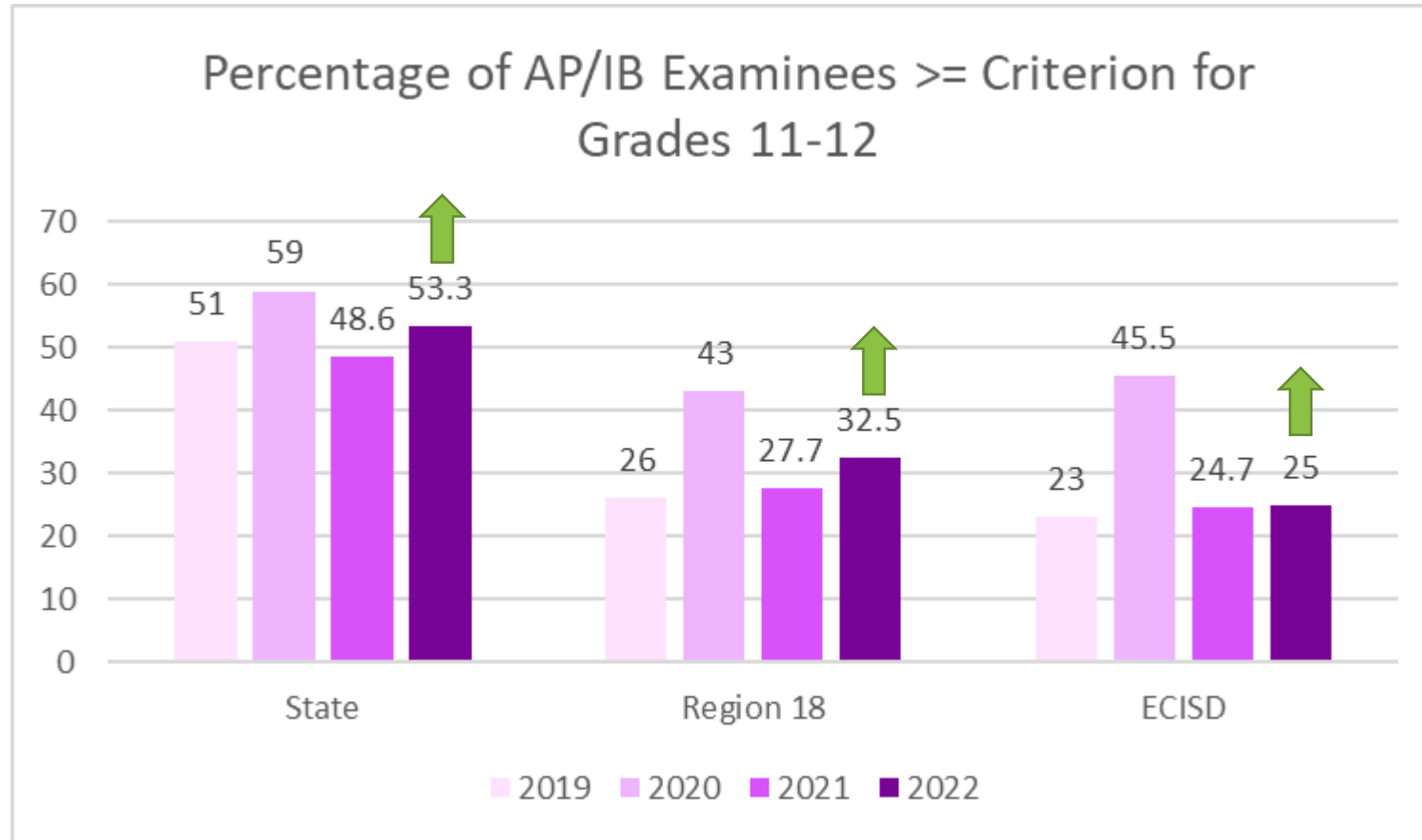


Section 1: Advanced Placement/International Baccalaureate (AP/IB) College Readiness



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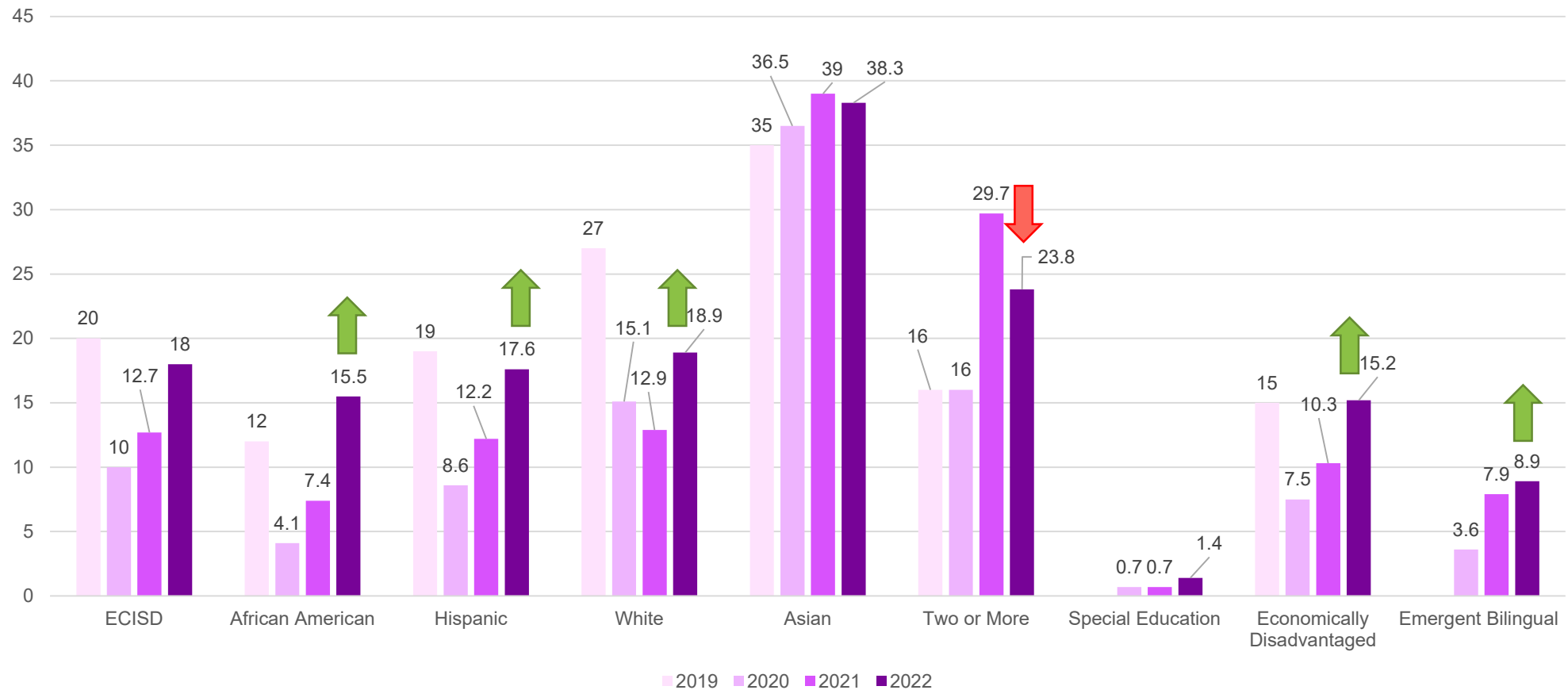
Section 1: Advanced Placement/International Baccalaureate (AP/IB) College Readiness



191

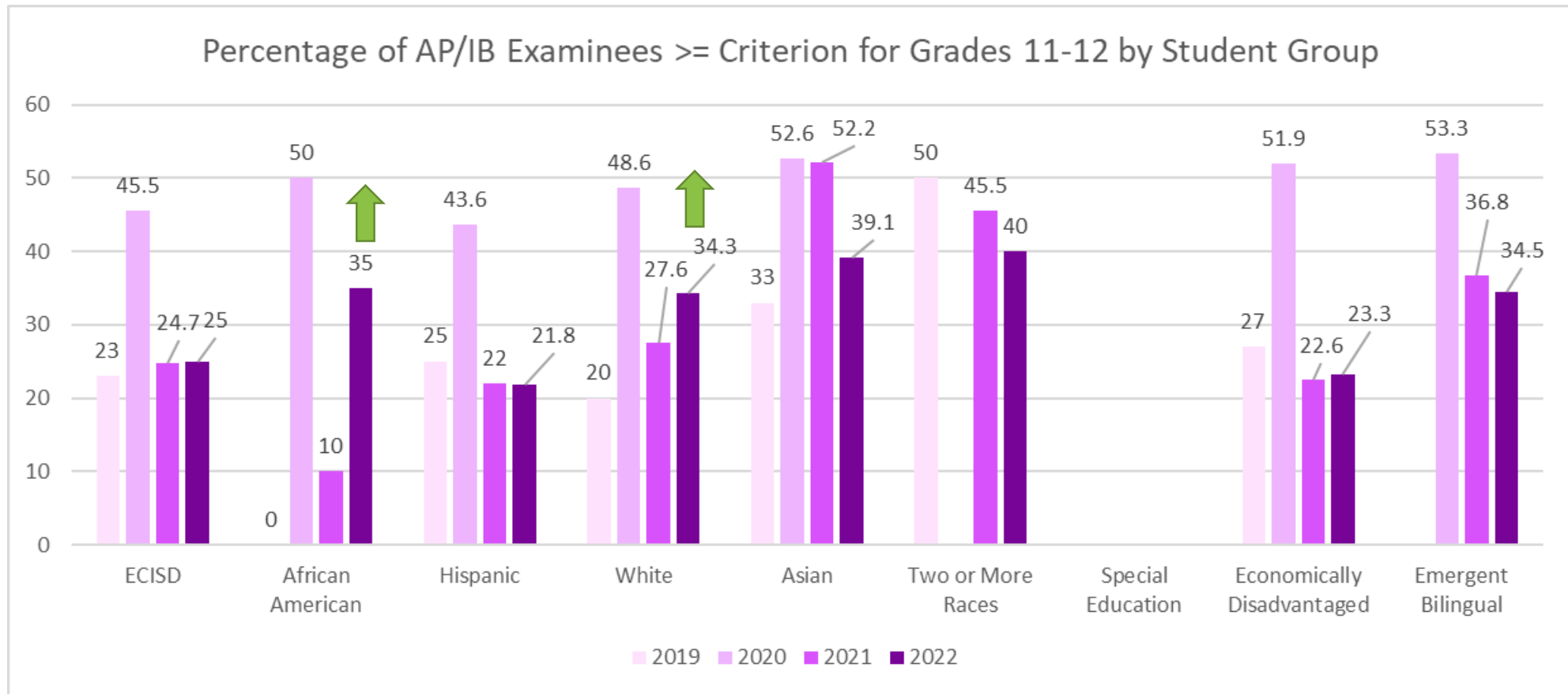
Section 1: Advanced Placement/International Baccalaureate (AP/IB) College Readiness

Percentage of AP/IB Students Tested in Grades 11-12 by Student Group



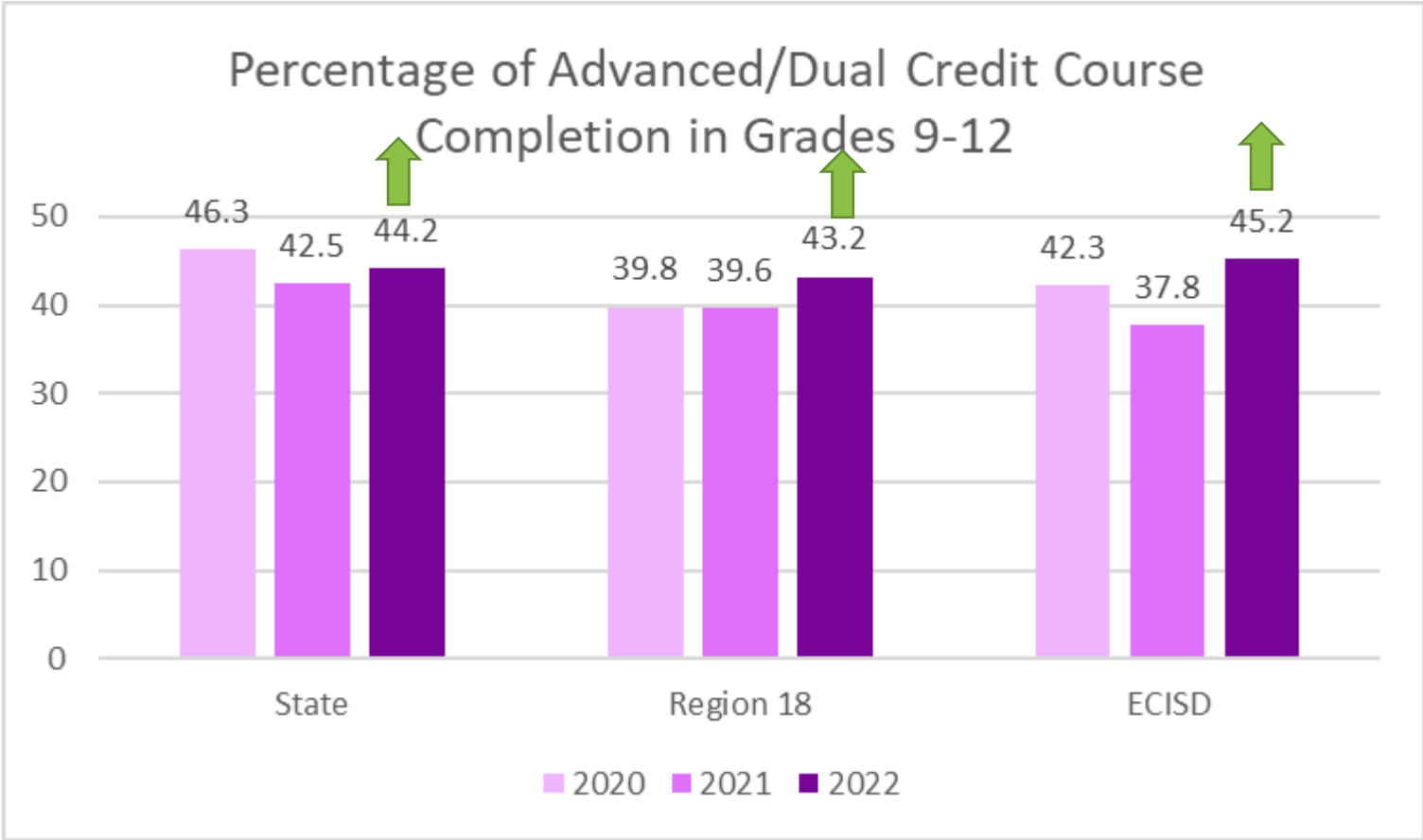
192

Section 1: Advanced Placement/International Baccalaureate (AP/IB) College Readiness



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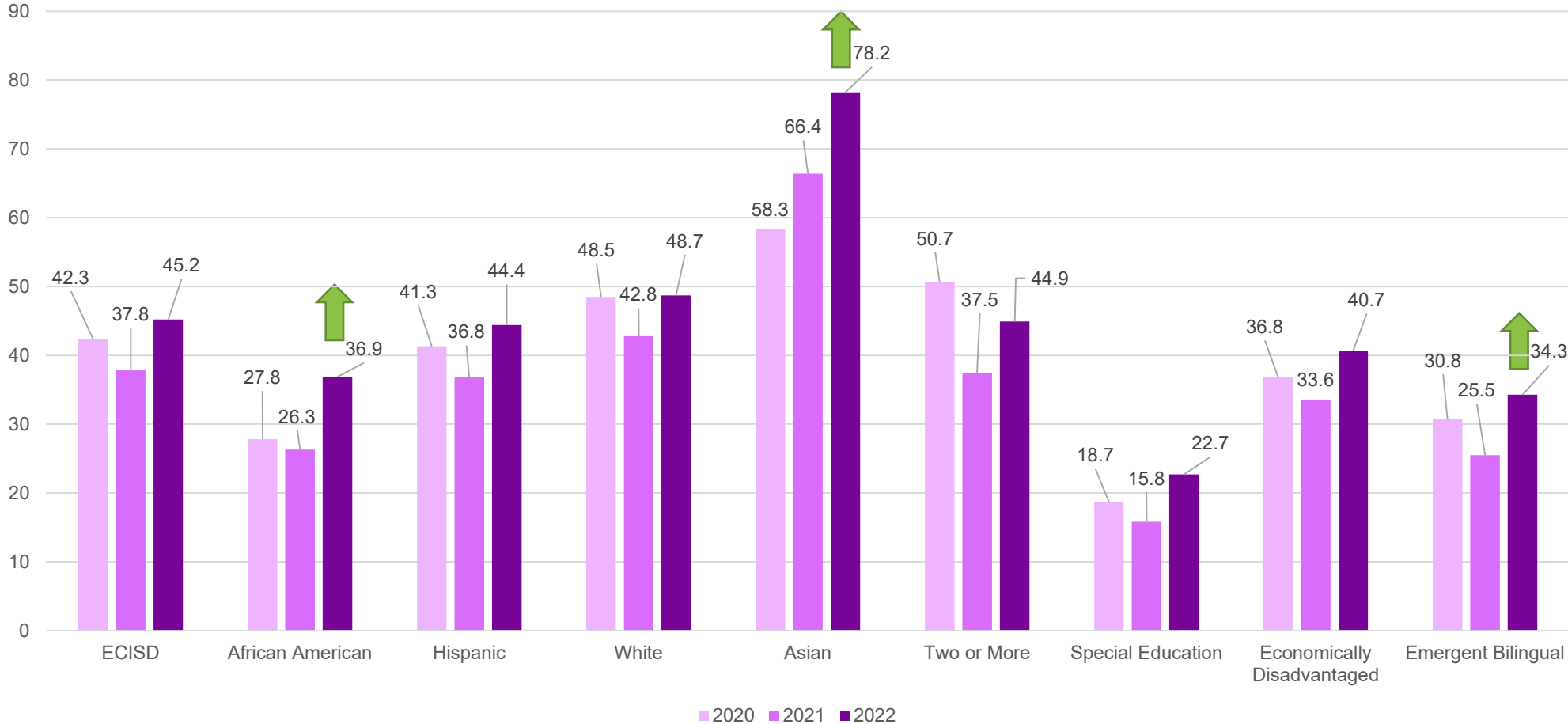
Section 1: Advance Course/Dual Credit



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Section 1: Advance Course/Dual Credit

Percentage of Advanced/Dual Credit Course Completion in Grades 9-12 by Student Group



Section 2: PEIMS Financial Standard Reports (2021-2022 Financial Actual Reports)

2021-2022 Actual Financial Data (District)

- Revenues
- Expenditures
- Disbursements
- Tax Rates
- Fund Balance

2021-2022 Actual Financial Data (Campus)

- Expenditures by Object
- Expenditures by Function
- Expenditures by Program



Financial Integrity Rating System of Texas

2022-2023 RATINGS BASED ON SCHOOL YEAR 2021-2022 DATA - DISTRICT STATUS DETAIL

Name: ECTOR COUNTY ISD(068901)	Publication Level 1: 8/4/2023 12:02:16 PM	196
Status: Passed	Publication Level 2: 8/7/2023 3:01:39 PM	
Rating: A = Superior Achievement	Last Updated: 8/7/2023 3:01:39 PM	
District Score: 100	Passing Score: 70	

Section 3: 2022-2023 District Accreditation Status

Each year, TEA assigns one of four accreditation statuses to each district in the state:

- Accredited
- Accredited-Warned
- Accredited-Probation
- Not Accredited-Revoked

In assigning an accreditation status to a district, TEA considers:

- Academic accountability ratings
- Financial accountability ratings
- Data integrity
- Program-area deficiencies identified through Results Driven Accountability (RDA)

The District's 2022-2023 Accreditation status is: Accredited

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Section 3: 2022-2023 District Accreditation Status

2022-23 Texas Academic Performance Report (TAPR)

District Name: ECTOR COUNTY ISD

District Number: 068901

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CDN	DISTRICT NAME	ESC	2022 FIRST Rating	2022 Accountability Rating	2022-2023 Accreditation Status	Reason For Status	Notes
068901	ECTOR COUNTY ISD	18	A - Superior Achievement	B	ACCREDITED		



Section 4: 2022-2023 Campus Performance Objectives

Campus Improvement Plans (CIPs):

- Each campus has developed and is implementing a CIP, as required by TEC §11.253
- Each CIP includes performance objectives (approved by the Board) that are based on data analysis and needs assessments – including data reported in annual TAPR reports
- Each campus periodically measures progress toward its performance objectives
- Updated CIPs (which show each campus’s progress toward meeting its performance objectives) are posted on the district’s website and are available for review at the district’s central office or at the applicable campus

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Section 5: 2022-2023 Report on Violent or Criminal Incidents

TEC Section §39.306 requires each district to publish, as part of its Annual Report, a report on violent or criminal incidents that occur at each campus.

The report must include:

- Number, rate and type of violent or criminal incidents that occurred on each campus (to the extent permitted under FERPA)
- Descriptions of school violence prevention and violence intervention policies and procedures used to protect students
- Findings from evaluations (if any) conducted under the Safe and Drug-Free Schools and Communities Act

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The district's report for the 2022-2023 school year is available for review at the district's Central Office and at each campus in the district.

Section 5: 2022 - 2023 Report on Violent or Criminal Incidents



Reason Code	Description	ECISD		
		2021	2022	2023
2	Conduct Punishable as a Felony	14	24	7
4	Possession, Sold, Used Marijuana, Controlled Substance	136	373	464
5	Possession, Sold, Used, Under Influence of Alcohol	18	33	31
7	Public Lewdness/Indecent Exposure		*	*
8	Retaliation Against School Employee			*
9	Felony Offense in Title 5	*	*	*
10	Felony Offense not in Title 5	*	*	*
11	Used, Exhibited, Possessed Firearm	*	*	*
12	Used, Exhibited, Possessed Illegal Knife	*	*	*
14	Used, Exhibited, Possessed Illegal Club	*		*
16	Arson		*	*
17	Murder, Capital Murder, Criminal Attempt to Commit Murder/Capital Murder		*	*
18	Indecency with a Child			*
22	Criminal Mischief	*	29	29
26	Terroristic Threat	*	31	34
27	Assault District Employee/Volunteer	*	19	20
28	Assault Non District Employee/Volunteer	24	79	92
29	Aggravated Assault Against School District Employee/Volunteer		*	*
30	Aggravated Assault Against Non School District Employee/Volunteer	*	19	*
32	Sexual Assault/Aggravated Sexual Assault Against Non Employee/Volunteer		*	*
35	False Alarm/False Report	*	18	*
36	Felony Controlled Substance Violation	12	114	68
* = 5 or fewer incidents masked, FERPA				

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Section 6: Student Performance in Postsecondary Institutions



TEC Section 39.606 requires each district to publish, as part of its Annual Report, a report on **student performance in postsecondary institutions** during the **first year enrolled after graduation from high school**.



These data are compiled by the Texas Education Coordinating Board (THECB).

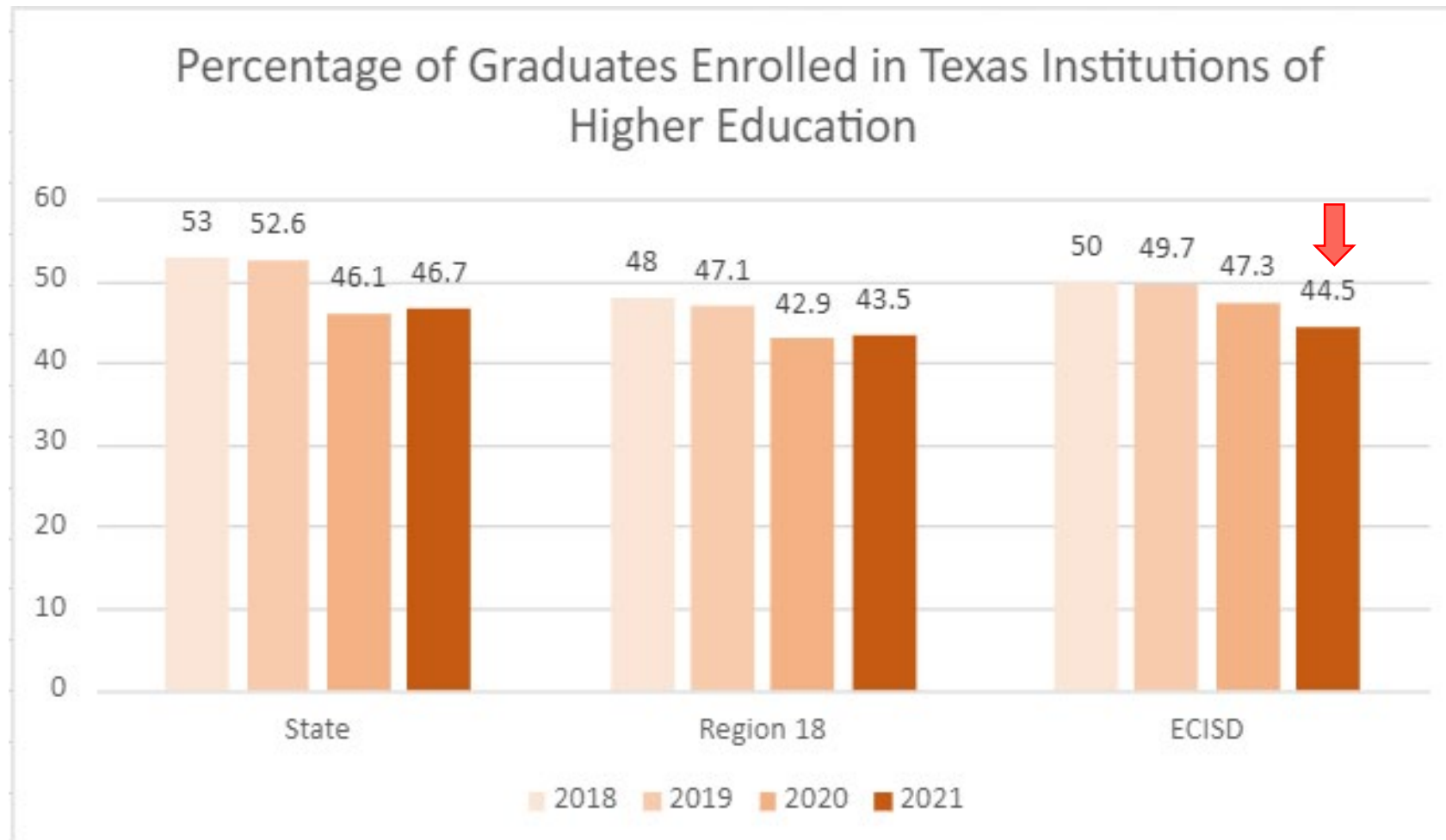
202



The most current report is for 2020-2021 high school graduates.

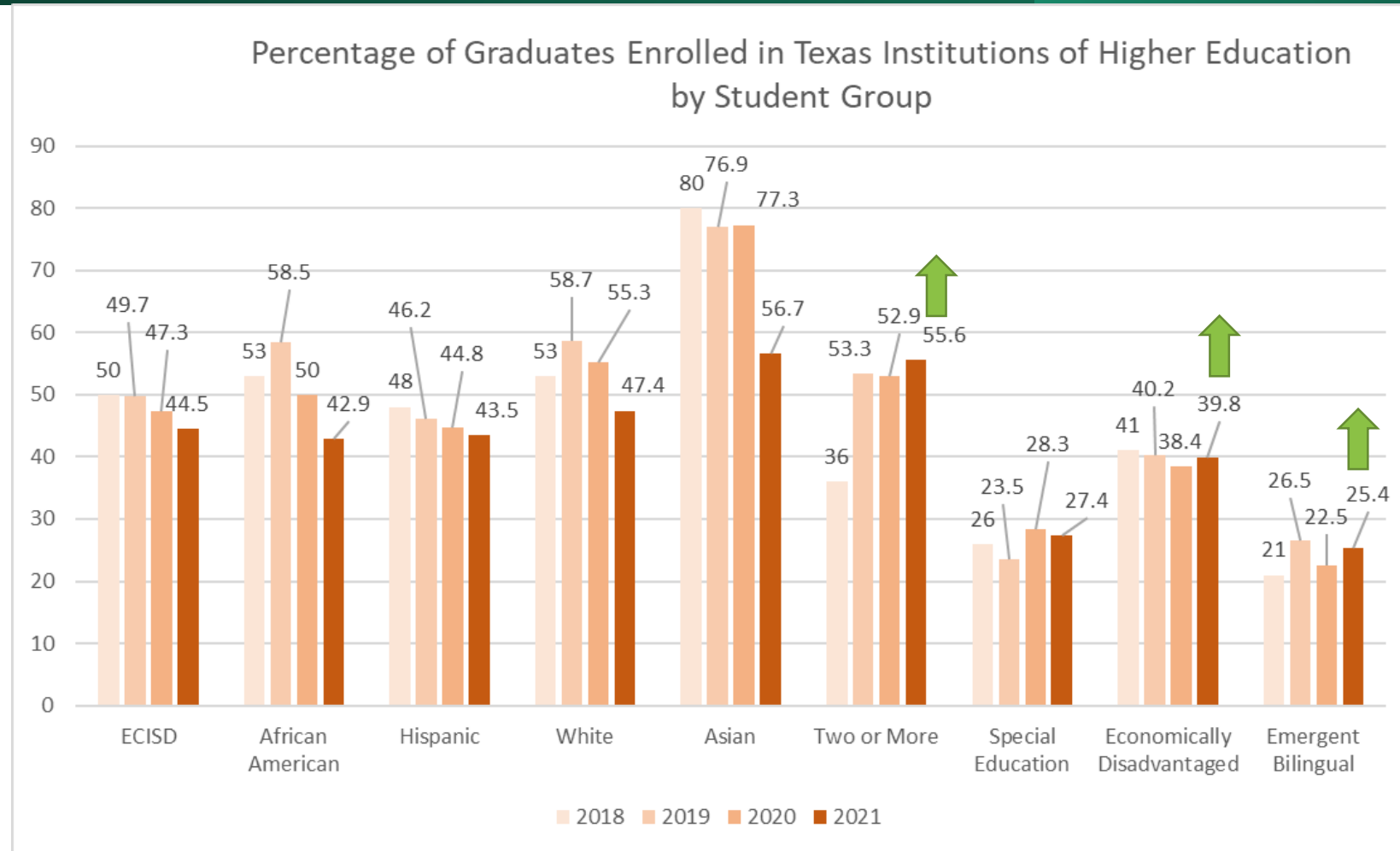
- Student performance is measured by the Grade Point Average (GPA) earned by 2020-2021 high school graduates who attended public four-year and two-year institutions of higher education in fiscal year 2022.
- For each student, the grade points and college-level semester credit hours earned by the student in the **fall 2021, spring 2022** and **summer 2022** are added together and averaged to determine the GPA.

Section 6: Student Performance in Postsecondary Institutions



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Section 6: Student Performance in Postsecondary Institutions



Section 7: 2022-2023 TAPR Glossary

- Each year, TEA prepares and publishes a *TAPR Glossary*.
- The *TAPR Glossary* provides definitions, describes methodologies, and lists sources for each data point in the TAPR.
- A Spanish version of the *TAPR Glossary* is scheduled for release in late winter.

2022–23 Texas Academic Performance Report (TAPR) Glossary

Cover Page

Currently, the TAPR does not include scale scores, A–F ratings, Distinction Designations, or Special Education Determination Status. The initial release does not include the Campus or District 2023 Accountability Reports. The issuance of the A–F ratings under 2023 rule is pending and subject to change.

2023 Armed Services Vocational Aptitude Battery (ASVAB) Test (Career Exploration) (*districts serving grades 10–12*): Senate Bill 1843 requires that each school year, each school district and open-enrollment charter school provide students in grades 10–12 the opportunity to take the ASVAB and consult with a military recruiter. 205

STAAR: A comprehensive testing program for public school students in grades 3–8 or high school courses with end-of-course (EOC) assessments. The STAAR program is designed to measure to what extent a student has learned, understood, and is able to apply the concepts and skills expected at each grade level or after completing each course for which an EOC assessment exists. Each STAAR assessment is linked directly to the Texas Essential Knowledge and Skills (TEKS). The TEKS are the state-mandated content standards that describe what a student should know and be able to do upon completion of a course. For more information on the TEKS, see the *Texas Essential Knowledge and Skills* website at <http://tea.texas.gov/curriculum/teks/>.

Other Important Information:

STAAR (with and without accommodations) and STAAR Alternate 2. The TAPR and the Texas Performance Reporting System (TPRS) include performance on STAAR and STAAR Alternate 2.

Spanish STAAR. All STAAR assessments in grades 3, 4, and 5 are available in both English and Spanish. The TAPR and the TPRS include performance on the Spanish STAAR.

Rounding of STAAR results. STAAR performance shown on the TAPR and TPRS is rounded to whole numbers. For example, 49.877% is rounded to 50%; 49.4999% is rounded to 49%; and 59.5% is rounded to 60%.

Masking. STAAR performance rates are masked when necessary to comply with FERPA. For more information, see the Explanation of Masking at <https://rptsr1.tea.texas.gov/perfreport/tapr/2023/masking.html>.

Resources and Availability of Annual Report

- The District's TAPR will be posted on the district's website within two weeks after this meeting.
- Paper copies will also be available at the district's Central Office.
- For additional information, reports are available on Texas Education Agency's TAPR [website](#).

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For questions or more information, you may contact:

Dr. Jessica Gore: Executive Director of Research, Evaluation, and Accountability

(432)456-5811

jessica.gore@ectorcountyisd.org



Ector County Independent School District

Action Page

TO: Board of Trustees

FROM: Dr. Matthew Spivy, Executive Director of Human Resources

SUBJECT: REQUEST FOR APPROVAL OF THE 2024-2025 ECISD CAMPUS PRINCIPAL ADMINISTRATOR CONTRACTS

DATE: February 20, 2024

In an effort to retain the skilled instructional leadership of ECISD Principals, the administration recommends approval of their contracts to secure their employment as early in advance of the 2024-2025 school year as possible.

Administrative Recommendation:

Approval of the 2024-2025 Campus Principal Administrator Contracts.



INFORMATION ITEMS

- Financials
- Purchasing Report
- Routine Personnel Report
- Added Administrative Professional Stipend/Pay Grade Memorandum

GENERAL FUND (199) YTD BUDGET REPORT
 DECEMBER 31, 2023

FOR 2024 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
199 GENERAL FUND							
00 GENERAL LEDGER AND REVENUE	-331,728,451	-4,438,876	-336,167,327	-120,919,772.73	.00	215,247,554.27	36.0%
11 INSTRUCTION	202,095,977	3,176,605	205,272,582	82,429,518.99	83,563,009.56	39,280,053.45	80.9%
12 INSTRUCTIONAL RES & MEDIA SERV	2,159,943	17,760	2,177,703	782,750.50	824,522.34	570,430.16	73.8%
13 CURRICULUM & STAFF DEVELOPMENT	8,719,086	468,965	9,188,051	3,191,814.35	2,036,818.20	3,959,418.45	56.9%
21 INSTRUCTIONAL LEADERSHIP	5,656,651	53,747	5,710,398	2,635,255.29	1,846,874.53	1,228,268.18	78.5%
23 SCHOOL LEADERSHIP	21,539,711	210,110	21,749,821	9,112,580.26	7,956,444.48	4,680,796.26	78.5%
31 GUID, COUNS & EVALUATION SERVS	13,981,624	248,307	14,229,931	6,672,892.61	6,326,307.57	1,230,730.82	91.4%
32 SOCIAL WORK SERVICES	1,811,527	15,960	1,827,487	785,541.77	586,999.88	454,945.35	75.1%
33 HEALTH SERVICES	3,254,406	34,000	3,288,406	1,385,431.46	1,429,403.80	473,570.74	85.6%
34 STUDENT TRANSPORTATION	10,125,228	1,732,696	11,857,924	4,750,255.67	3,402,699.06	3,704,969.27	68.8%
36 CO/EXTRACURRICULAR ACTIVITIES	8,162,823	56,488	8,219,311	3,164,432.51	1,857,981.81	3,196,896.68	61.1%
41 GENERAL ADMINISTRATION	9,030,571	209,009	9,239,580	4,167,419.60	3,375,482.06	1,696,678.34	81.6%
51 FACILITIES MAINT & OPERATIONS	38,015,291	3,114,406	41,129,697	14,924,421.79	13,110,333.81	13,094,941.40	68.2%
52 SECURITY & MONITORING SERVICES	3,787,609	2,379,312	6,166,921	2,782,540.83	2,063,119.69	1,321,260.48	78.6%
53 DATA PROCESSING SERVICES	10,822,562	-3,059,818	7,762,744	4,933,249.34	3,299,866.03	-470,371.37	106.1%
61 COMMUNITY SERVICES	1,558,309	174,183	1,732,492	794,977.45	615,026.96	322,487.59	81.4%
71 DEBT SERVICE	1,294,300	81,000	1,375,300	387,319.78	707,692.93	280,287.29	79.6%
81 FACILITIES ACQUISITION & CONST	1,500,000	6,968,653	8,468,653	1,238,750.09	1,922,408.29	5,307,494.62	37.3%
99 INTERGOVERNMENTAL CHARGES	2,132,882	0	2,132,882	1,026,827.50	1,106,054.50	.00	100.0%
TOTAL GENERAL FUND	13,920,049	11,442,507	25,362,556	24,246,207.06	136,031,045.50	134,914,696.56	631.9%
TOTAL REVENUES	-332,253,451	-4,438,876	-336,692,327	-120,919,772.73	.00	215,772,554.27	
TOTAL EXPENSES	346,173,500	15,881,383	362,054,883	145,165,979.79	136,031,045.50	80,857,857.71	
GRAND TOTAL	13,920,049	11,442,507	25,362,556	24,246,207.06	136,031,045.50	134,914,696.56	631.9%

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** END OF REPORT - Generated by BAUMANN, DUSTY **

SCHOOL NUTRITION (240) YTD BUDGET REPORT
 DECEMBER 31, 2023

FOR 2024 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
240 SCHOOL NUTRITION							
00 GENERAL LEDGER AND REVENUE	-18,064,278	-857,000	-18,921,278	-10,630,477.47	.00	-8,290,800.53	56.2%
35 FOOD SERVICE	18,064,278	4,213,841	22,278,119	9,374,513.91	6,374,454.78	6,529,150.31	70.7%
TOTAL SCHOOL NUTRITION	0	3,356,841	3,356,841	-1,255,963.56	6,374,454.78	-1,761,650.22	152.5%
TOTAL REVENUES	-18,064,278	-857,000	-18,921,278	-10,630,477.47	.00	-8,290,800.53	
TOTAL EXPENSES	18,064,278	4,213,841	22,278,119	9,374,513.91	6,374,454.78	6,529,150.31	
GRAND TOTAL	0	3,356,841	3,356,841	-1,255,963.56	6,374,454.78	-1,761,650.22	152.5%

** END OF REPORT - Generated by BAUMANN, DUSTY **

DEBT SERVICE (599) YTD BUDGET REPORT
 DECEMBER 31, 2023

FOR 2024 06

	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD ACTUAL	ENCUMBRANCES	AVAILABLE BUDGET	PCT USE/COL
599 DEBT SERVICE FUND							
00 GENERAL LEDGER AND REVENUE	-46,520,000	-578,268	-47,098,268	-11,837,575.43	.00	-35,260,692.57	25.1%
71 DEBT SERVICE	46,520,000	1,145,625	47,665,625	8,889,648.25	36,315,423.75	2,460,553.00	94.8%
TOTAL DEBT SERVICE FUND	0	567,357	567,357	-2,947,927.18	36,315,423.75	-32,800,139.57	5881.2%
TOTAL REVENUES	-46,520,000	-578,268	-47,098,268	-11,837,575.43	.00	-35,260,692.57	
TOTAL EXPENSES	46,520,000	1,145,625	47,665,625	8,889,648.25	36,315,423.75	2,460,553.00	
GRAND TOTAL	0	567,357	567,357	-2,947,927.18	36,315,423.75	-32,800,139.57	5881.2%

** END OF REPORT - Generated by BAUMANN, DUSTY **

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
MONTHLY REPORT OF TAX COLLECTIONS
FOR THE PERIOD OF JULY 1, 2023 THRU DECEMBER 31, 2023

YEAR CURRENT TAX	OUTSTANDING COLLECTIBLE AS OF 2022 TAX ROLL	CUMULATIVE ADJUSTMENT	ADJUSTED ROLL	PRIOR MONTH'S COLLECTION CURRENT YEAR	CURRENT MONTH'S COLLECTION	UNCOLLECTED BALANCE	PERCENT UNCOLLECTED	
							OVERALL	CURRENT
2023	179,212,242.35	1,706,455.07	180,918,697.42	15,040,673.44	22,979,164.58	142,898,859.40	79.74%	78.99%
DELINQUENT TAX								
2022	6,846,545.92	(275,505.27)	6,571,040.65	1,369,279.97	177,471.06	5,024,289.62	73.38%	76.46%
2021	2,740,462.78	(209,642.37)	2,530,820.41	400,702.38	(141,998.72)	2,272,116.75	82.91%	89.78%
2020	1,978,234.15	65,076.46	2,043,310.61	289,982.42	39,733.57	1,713,594.62	86.62%	83.86%
2019	1,534,201.72	(19,599.16)	1,514,602.56	90,081.08	26,341.42	1,398,180.06	91.13%	92.31%
2018	1,095,116.83	(496.37)	1,094,620.46	55,287.88	11,163.18	1,028,169.40	93.89%	93.93%
2017	874,696.28	(0.01)	874,696.27	32,205.04	6,182.88	836,308.35	95.61%	95.61%
2016	923,303.15	(0.01)	923,303.14	25,485.00	7,330.66	890,487.48	96.45%	96.45%
2015	809,976.13	(0.46)	809,975.67	13,326.86	1,885.18	794,763.63	98.12%	98.12%
2014	809,661.76	0.00	809,661.76	9,842.23	1,246.49	798,573.04	98.63%	98.63%
2013	550,296.95	(0.34)	550,296.61	7,586.68	637.43	542,072.50	98.51%	98.51%
2012	404,184.63	(35,839.62)	368,345.01	3,928.29	248.80	364,167.92	90.10%	98.87%
2011	377,883.54	(2,469.43)	375,414.11	2,358.94	391.65	372,663.52	98.62%	99.27%
2010+	2,189,559.75	(17,418.21)	2,172,141.54	6,783.19	1,868.91	2,163,489.44	98.81%	99.60%
			0.00					
TOTAL DELINQUENT TAX	21,134,123.59	(495,894.79)	20,638,228.80	2,306,849.96	132,502.51	18,198,876.33	12.03	12.21
CED # 24 SII TAXES	46,682.69	0.00	46,682.69	108.65	0.00	46,574.04	99.77%	99.77%
TOTAL ALL TAXES	200,393,048.63	1,210,560.28	201,603,608.91	17,347,632.05	23,111,667.09	161,144,309.77		
PENALTY / INTEREST / DISCOUNT						YEAR TO DATE		
				CURRENT P & I	0.00	0.00	0.00	
				DISCOUNTS	0.00	0.00	0.00	
				DELINQUENT YEAR P & I	692,343.43	118,553.29	810,896.72	
TOTAL PENALTY / INTEREST / DISCOUNT					692,343.43	118,553.29	810,896.72	
OTHER COLLECTIONS								
				TAXES W/O COLLECTED	0.00	0.00	0.00	
				TAX CERTIFICATES	655.65	182.49	838.14	
				LATE RENDITION FEES	39,435.14	44,080.68	83,515.82	
				RETURN CHECK COLLECTIONS	0.00	0.00	0.00	
				OTHER COSTS COLLECTED	5.09	0.00	5.09	
				SUSPENSE PAYMENTS	0.00	0.00	0.00	
				REFUNDS	0.00	0.00	0.00	
				CASH OVER / (SHORT)	0.00	0.00	0.00	
TOTAL OTHER					40,095.88	44,263.17	84,359.05	
TOTAL SCHOOL					18,080,071.36	23,274,483.55	41,354,554.91	
				GENERAL FUND		DEBT SERVICE		
				TAXES PAID	P + I + C	TAXES PAID	P + I + C	TOTAL
				17,312,949.82	121,965.81	5,798,717.27	40,850.65	23,274,483.55

ECISD New Purchase Orders Over \$50,000 Report for January 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
1	01/12/2024	24007951	ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, INC.	\$ 4,019,444	2024 (2023) Property and Casualty Insurance 12-Month Premium Renewal	RFQ 19-001	199-51-6425-00-965-99	SABLE CORRALES	DISTRICT OPERATIONS
2	01/08/2024	24007657	MANSFIELD OIL COMPANY OF GAINESVILLE, INC	\$ 500,000	FUEL, OIL, GREASE AND LUBRICANTS	TASB ENERGY COOP	199-34-6311-00-986-99	DANA HENRY	TRANSPORTATION
3	01/25/2024	24008535	TRANE U.S. INC.	\$ 404,155	BLACKSHEAR REPLACEMENT PO#23014082 BLACKSHEAR REPLACEMENT UNITS 3 - ITEM A2: RTU-35,36,RTU-57 3 TON PACKAGED ROOFTOP UNIT 4YCC4036 3 - ITEM A1: RTU-42, 43, RTU-54 2 TON PACKAGED ROOFTOP 4YCC4024 2 - ITEM B1 RTU-61, RTU-62 12.5 TON PACKAGED ROOFTOP UNIT YSJ150A4S0M	U.S. COMMUNITIES 3341	199-81-6639-00-127-99	KENT CLARK	MAINTENANCE SERVICES
4	01/23/2024	24008339	THE BOSWORTH LTD	\$ 368,500	BLACKSHEAR REPLACEMENT PO#23013692 BLACKSHEAR HVAC UNIT INSTALLATION	ECISD AWARDED RFP 21-28	199-81-6639-00-127-99	KENT CLARK	MAINTENANCE SERVICES
5	01/19/2024	24008151	TRANE U.S. INC.	\$ 361,325	MILAM REPLACEMENT PO#23014083 MILAM REPLACEMENT UNITS 6 - ITEM A1: RTU-54 & 59, 6 TON PACKAGED ROOFTOP UNIT YSJ072A4S0M 41 - ITEM B1: RTU-1 THRU 25, RTU-28 THRU 43 3 TON ROOFTOP UNIT YSC036G4ELB 7 - ITEM B2: RTU-26, 27, RTU-44 THRU RTU-48, 4 TON PACKAGED ROOF TOP UNIT YSC048G4EMB 5 - ITEM B3: RTU-49 THRU 53, 5 TON PACKAGED ROOF TOP UNIT YSC060G4EMB	U.S. COMMUNITIES 3341	199-81-6639-00-116-99	KENT CLARK	MAINTENANCE SERVICES 213
6	01/23/2024	24008206	CDW-G	\$ 342,870	APC-Data Center Project APC Schneider Electric Custom InRow Cooling Souldution	SOURCEWELL 081419-CDW	199-53-6299-38-864-99	MARTHA ALMAGUER	INFORMATION TECHNOLOGY
7	01/09/2024	24007746	PIRAINO CONSULTING, INC	\$ 340,000	Promethean 23 Bond Installation 800 - Installation of Promethean IFP on wall, Remove old technology, Remove old wiring, Replace Ceiling tile provided by the district for ceiling projectors when taking down projector, mount, pole and ceiling adapter.	TIPS 230105, 230901	693-11-6397-00-864-11-70424	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
8	01/23/2024	24008340	THE BOSWORTH LTD	\$ 324,500	MILAM REPLACEMENT PO#21013693 MILAM REPLACEMENT HVAC UNIT INSTALLATION	ECISD AWARDED RFP 21-28	199-81-6639-00-116-99	KENT CLARK	MAINTENANCE SERVICES
9	01/19/2024	24008153	TRANE U.S. INC.	\$ 315,370	CAMERON REPLACEMENT PO 23013754 2 - Item A1, RTU-52, RTU-53 7.5 TON Precedent Unitary Rooftop Unit YSJ090A3S0M 47 - Item C1: RTU-1 thru RTU-8,10,RTU-12 thru 47,50,51 3Ton Precedent Unitary Rooftop YSC036G3ELB 1 - Item C2: RTU-9, 4 Ton Precedent Unitary Rooftop YSC048G3EMB 3 - Item C#, RTU-11, RTU-48, RTU-49 5 Ton Precedent Unitary Rooftop YSC060G3EMB 2 - Item B1 5 ton Unitary Split System 4TTA4060A3-TEM6B0C60H51S	U.S. COMMUNITIES 3341	199-81-6639-00-105-99	KENT CLARK	MAINTENANCE SERVICES
10	01/25/2024	24008489	THE BOSWORTH LTD	\$ 314,600	FLY REPLACEMENT PO#23013696 FLY REPLACEMENT HVAC UNIT INSTALL	ECISD AWARDED RFP 21-28	199-81-6639-00-126-99	KENT CLARK	MAINTENANCE SERVICES

ECISD New Purchase Orders Over \$50,000 Report for January 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
11	01/19/2024	24008150	TRANE U.S. INC.	\$ 294,191	FLY REPLACEMENT PO 23014084 2 - ITEM A1: RTU-11, RTU-33, 2 TON PACKAGED ROOFTOP UNIT 4YCC4024 38 - ITEM A2: RTU-6, 8, 9, 10, 11, 12, 14, 15, 18 THRU 28, 30, 31, 33, 34, 36 THRU 42, 43, 44, 46 THRU 52, 2.5TON PACKAGED ROOFTOP UNIT 4YCC4030 1 - ITEM B1: RTU-55, 6TON PACKAGED ROOFTOP UNIT YSJ072A3S0M 1 - ITEM B2: RTU-2, 7.5 TON PACKAGED ROOFTOP UNIT YSJ090A3S0M 2 - ITEM B3: RTU-3, RTU-4 10 TON PACKAGED ROOFTOP UNIT YSJ120A3S0M 10 - ITEM C1: RTU-1, 5, 13, 16, 32, 35, 40, 45, 53, 54, 3 TON PAGKAGED ROOFTOP UNIT YSC036G3ELB 1 - ITEM C2: RTU-29, 4 TON PACKAGED ROOF TOP UNIT YSC048G3EMB 1 - ITEM C3: RTU-7, 5 TON PACKAGED ROOFTOP UNIT YSC060G3EMB	U.S. COMMUNITIES 3341	199-81-6639-00-126-99	KENT CLARK	MAINTENANCE SERVICES
12	01/19/2024	24008152	TRANE U.S. INC.	\$ 252,752	LAMAR REPLACEMENT PO 23013755 3 - Item A1: RTU-13,21,30 2.5 Ton Packaged Rooftop unit 4YCC4030 4 - Item B1: RTU-22,23,24,25, 6 Ton Packaged Rooftop Unit YSJ072A4S0M 1 - Item B2: 7.5 Ton Packaged Rooftop Unit 32 - Item C1 RTU-1 thru 12, 14 thru 20, 29,31 thru 42 3 Ton Packaged Rooftop Unit YSC036G4ELB 2 - Item C2: RTU-26 & 28: 5 ton Packaged Rooftop Unit YSC060G4EMB	U.S. COMMUNITIES 3341	199-81-6639-00-115-99	KENT CLARK	MAINTENANCE SERVICES ²¹⁴
13	01/03/2024	24007518	EPALLET INC	\$ 241,285	"DRY, REFRIG. & FROZEN ITEMS" 2,000 - 100% GROUND BEEF IN 10 POUND PACKAGES 1,500 - DRY PASTA SHAPED LIKE ARCH NARROW TUBES 2/10 lb	ECISD AWARDED IFB 24-07SN	240-35-6341-00-974-99	MARGARITA CORRAL	FOOD SERVICES
14	01/03/2024	24007516	NATIONAL FOOD GROUP INC	\$ 240,000	"Dry, Refrig. & Frozen Items" 3,000 - CALZONE 80/cs	ECISD AWARDED IFB 24-07SN	240-35-6341-00-974-99	MARGARITA CORRAL	FOOD SERVICES
15	01/23/2024	24008338	THE BOSWORTH LTD	\$ 218,000	CAMERON REPLACEMENT PO23013691 CAMERON HVAC UNIT INSTALLATION	ECISD AWARDED RFP 21-28	199-81-6639-00-105-99	KENT CLARK	MAINTENANCE SERVICES
16	01/19/2024	24008154	TRANE U.S. INC.	\$ 195,350	CARVER REPLACEMENT PO 23014155 5 - ITEM A1: RTU-2,12, 17, 18, 33, 2 TON PACKAGED ROOFTOP UNIT 4YCC4024 2 - ITEM A2: RTU-25, 27, 4 TON PACKAGED ROOFTOP UNIT 4YCC4048 2 - ITEM B1: RTU-29, 30, 10 TON PACKAGED ROOFTOP UNIT YSJ120A3S0M 2 - ITEM B2: RTU-15, 16, 6TON PACKAGED ROOFTOP UNIT YSJ072A3S0M 21 - ITEM C1: RTU-1, 3, 4, THRU 11, 13, 14, RTU-19 THRU 24, 26, 31, 32,, 3 TON PACKAGED ROOFTOP UNIT YSC036G3ELB 1 - ITEM C2: RTU-28, 5 TON PACKAGED ROOFTOP UNIT YSC060G3EMB	U.S. COMMUNITIES 3341	199-81-6639-00-106-99	KENT CLARK	MAINTENANCE SERVICES
17	01/23/2024	24008342	THE BOSWORTH LTD	\$ 182,500	CARVER REPLACEMENT PO#23013695 CARVER REPLACEMENT HVAC UNIT INSTALLATION	ECISD AWARDED RFP 21-28	199-81-6639-00-106-99	KENT CLARK	MAINTENANCE SERVICES

ECISD New Purchase Orders Over \$50,000 Report for January 2024

Item	PO Date	PO#	Vendor Name	Amount	General Comments	Approval Process	1st GL Account	Requestor	Department
18	01/23/2024	24008341	THE BOSWORTH LTD	\$ 172,500	LAMAR REPLACEMENT PO#23013694 LAMAR REPLACEMENT HVAC UNIT INSTALLATION	ECISD AWARDED RFP 21-28	199-81-6639-00-115-99	KENT CLARK	MAINTENANCE SERVICES
19	01/29/2024	24008627	N-TUNE MUSIC & SOUND INC	\$ 153,182	Bond Instruments, QT#3 11 - Andreas Eastman Master Violin Outfit, 4/4 1 - Rudolph Doetsch Professional Viola Outfit, 16" 2 - Rudolph Doetsch Professional Viola Outfit, 15.5" 1 - Rudolph Doetsch Professional Viola Outfit, 15" 6 - Rudolph Doetsch Professional Cello Outfit, 4/4 5 - Eastman Performance Cello Outfit, 1/2 10 - Eastman Performance Cello Outfit, 3/4 10 - Eastman Performance Cello Outfit, 4/4 20 - Eastman Performance Violin Outfit, 4/4 10 - Eastman Performance Viola Outfit, 14" 10 - Eastman Performance Viola Outfit, 15"	BUYBOARD 619-20, 644-21, 655- 21	693-11-6397-00-861-11-40224	THELMA CHAPA	FINE ARTS
20	01/29/2024	24008657	N-TUNE MUSIC & SOUND INC	\$ 144,550	Bond Instruments, Qt.# 2 15 - Yamaha Professional Horn, Kruspe Wrap, Nickel 20 - Holton Double Horn, Kruspe Wrap, Nickel-Silver	BUYBOARD 619-20, 644-21, 655- 21	693-11-6397-00-861-11-40224	THELMA CHAPA	FINE ARTS
21	01/29/2024	24008621	CDW-G	\$ 91,505	Out of Warrant Repair Student Devices 427 - Dell 3100 Touch Screen unit repaired 50 - Dell 3100 Touch Battery unit repaired 451 - Dell 3100 Touch Keyboard unit repaired 60 - Lenovo L 13 Screen unit repaired	SOURCEWELL 081419-CDW	199-11-6299-38-864-11	JENNIFER VALENCIA	INFORMATION TECHNOLOGY 215
22	01/03/2024	24007496	EMPIRE PAPER CO	\$ 75,975	"PAPER AND PLASTIC ITEMS" 250,000 - Foil/Paper Honeycomb Insulated Wrap Red Check 250,000 - Foil/Paper Honeycomb Insulated Wrap Yellow Check 250,000 - Foil/Paper Honeycomb Insulated Wrap (Plain)	ECISD AWARDED IFB 24-07SN	240-35-6342-02-974-99	MARGARITA CORRAL	FOOD SERVICES
23	01/19/2024	24008149	THE SEWELL FAMILY OR COMPANIES INC	\$ 63,155	AUTOMOBILES, SCHOOL BUSES, SUVs, AND VANS 1 - 2024 RAM 3500	BUYBOARD 724-23	199-36-6631-00-698-22	CHARLETTA WASHINGTON	CAREER & TECHNOLOGY
24	01/29/2024	24008647	CDW-G	\$ 61,250	Bond 2023- Panels UTPB Stem 25 - Newline 75" 4K UHD LED Multi-Touch Display	SOURCEWELL 081419-CDW	693-11-6397-00-864-11-70424	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
25	01/25/2024	24008481	JP MORGAN CHASE BANK NA- PCARD	\$ 54,133	Tavarez PCard- DL/Group TCEA Conf 2/3 -2/7 Austin	SOLE SOURCE TCEA CONFERENCE	282-53-6411-00-864-24-28222 199-53-6411-38-864-99 282-21-6411-00-864-24-28222 282-13-6411-00-864-24-28222 199-13-6411-38-864-11	JENNIFER VALENCIA	INFORMATION TECHNOLOGY
26	01/30/2024	24008827	THRU CONSULTING LLC	\$ 50,000	Ector County Broadband Strategy and Support	TIPS 220601	199-53-6219-38-864-99	JENNIFER VALENCIA	INFORMATION TECHNOLOGY

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
ODESSA, TX

MEMORANDUM

TO: DR. SCOTT MURI, SUPERINTENDENT OF SCHOOLS

FROM: DR. MATTHEW SPIVY, EXECUTIVE DIRECTOR OF HUMAN RESOURCES

RE: ROUTINE PERSONNEL REPORT FOR JANUARY 2024

DATE: 1/31/2024

Elementary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
JAIME ANDERSON	ELEM-DANCE	MILAM ELEMENTARY SCHOOL	1/3/2024
BRIANNA GALINDO	ELEM-MUSIC	BURLESON ELEM SCHOOL	1/9/2024
JUAN HERNANDEZ CARRENO	ELEM-MUSIC	CAVAZOS ELEM SCHOOL	1/29/2024
KAITLYN HILTON	FIRST GRADE (REG)	ZAVALA ELEMENTARY SCHOOL	1/16/2024
JANA JARLDANE	SECOND GRADE (REG)	JOHNSON ELEM SCHOOL	1/8/2024
NATALIE JONES	SECOND GRADE (REG)	GONZALES ELEM SCHOOL	1/3/2024
ARIEL KLINKE	THIRD GRADE (REG)	BURLESON ELEM SCHOOL	1/3/2024
JENNIFER MARTINEZ	SECOND GRADE (REG)	IRELAND ELEM SCHOOL	1/10/2024
APRIL MEISE	FOURTH GRADE (REG)	BUICE ELEMENTARY SCHOOL	1/9/2024
JASMINE PEREZ	FIFTH GRADE (REG)	JOHNSON ELEM SCHOOL	1/3/2024
ALEXA PORRAS	FIFTH GRADE (REG)	BURNET ELEMENTARY	1/3/2024
CAROL ROGERS	ELM SPED-SPECIALIZED CLASSROOM	BUICE ELEMENTARY SCHOOL	1/12/2024
ANNA SALINAS	THIRD GRADE (REG)	BURNET ELEMENTARY	1/10/2024

Secondary Level Recommendations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
LEE HARWELL	SOCIAL STUDIES	WILSON & YOUNG MIDDLE SCHOOL	1/16/2024
SONJA HOPKINS-GARCIA	ART	BOWIE MIDDLE SCHOOL	1/9/2024
JEFFERY HOWELL	CHOIR DIRECTOR -MS	CROCKETT MIDDLE SCHOOL	1/3/2024
MICHAEL MARTINEZ	SOCIAL STUDIES	PERMIAN HIGH SCHOOL	1/3/2024
DEMETRIC MOORE	PHYSICAL ED	BONHAM MIDDLE SCHOOL	1/19/2024
ANNMARIE PANDO	SOCIAL STUDIES	ALTERNATIVE EDUC CENTER	1/16/2024
ESMERALDA TREVINO	ENGLISH/LANGUAGE ARTS/READING	ODESSA HIGH SCHOOL	1/1/2024
CRISTA JACOBO DRAKE	SPANISH	ODESSA HIGH SCHOOL	1/29/2024
KENNETH WALKER	PE-COACH	WILSON & YOUNG MIDDLE SCHOOL	1/22/2024
ARWEN WEAKS	ORCHESTRA ASST - HS	PERMIAN HIGH SCHOOL	1/26/2024

Administrative Level Recommendations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
MICHELLE BEELER	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	1/24/2024
KACIE KAVANAUGH	VIRTUAL SPEECH PATHOLOGIST	SPECIAL EDUCATION	1/3/2024
LINDA PADGETT	VIRTUAL DIAGNOSTICIAN	SPECIAL EDUCATION	1/29/2024

Elementary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
AMY ANDERSON	ELM SPED-SPECIALIZED CLASSROOM	BUICE ELEMENTARY SCHOOL	1/5/2024
MICHAEL BERNAL	ELM-P E	BURLESON ELEM SCHOOL	1/31/2024
ELVER FERNANDO GUTIERREZ LEBRO	FIFTH-BILINGUAL	E K DOWNING ELEMENTARY SCHOOL	1/31/2024
SHELBY SAGER	SECOND GRADE (REG)	BUICE ELEMENTARY SCHOOL	1/10/2024
OCIE SEWELL	FIRST GRADE (REG)	BURLESON ELEM SCHOOL	1/18/2024

Secondary Level Resignations

NAME	JOB CLASS	CAMPUS	EFFECTIVE DATE
TORREN BROZOVICH	SOCIAL STDY-COACH	PERMIAN HIGH SCHOOL	1/24/2024
ADRIAN CHACON	PE-COACH	WILSON & YOUNG MIDDLE SCHOOL	12/19/2023
SULTAN KARAKUS	SOCIAL STUDIES	BONHAM MIDDLE SCHOOL	1/26/2024
ELISARDO MADRID	BUSINESS EDUCATION	PERMIAN HIGH SCHOOL	1/21/2024
EDITH MANDELL	MATH	THE STEM ACADEMY	1/8/2024
PRISCILLA YELAMANCHI	ENGLISH	ODESSA HIGH SCHOOL	1/3/2024

Administrative Level Resignations

NAME	JOB CLASS	CAMPUS/DEPARTMENT	EFFECTIVE DATE
BRANDON BASS	MIDDLE SCHOOL DEAN OF STUDENTS	BOWIE MIDDLE SCHOOL	1/5/2024
MAUREEN PINKSTAFF	ELE CAMPUS INSTRUCTIONAL COACH	TRAVIS ELEMENTARY SCHOOL	1/19/2024
EMILY RESNICK	VIRTUAL SPEECH PATHOLOGIST	SPECIAL EDUCATION	1/5/2024
CYNTHIA RETANA	EXECUTIVE DIRECTOR LEADERSHIP	SCHOOL LEADERSHIP	1/31/2024
JAMES WORKMAN	PRINCIPAL, ELEM	BUICE ELEMENTARY SCHOOL	1/5/2024

ECTOR COUNTY INDEPENDENT SCHOOL DISTRICT
Odessa, Texas

MEMORANDUM

TO: Dr. Scott Muri, Superintendent of Schools
FROM: Dr. Anthony Sorola, Associate Superintendent
RE: Information Report for February 2024
DATE: 2/20/2024

ADDED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE
PROFESSIONAL - DIRECTOR - STEAM INITIATIVE AND SPECIAL PROJECTS	Director of Education Foundation	Pay Grade 6
STIPEND - LEADERSHIP FOR ECTOR'S ACCELERATION PROGRAM (LEAP) A-ILT TEACEHR	A-ILT TEACHER	\$5,000.00 (TSL Grant Funded)

RECLASSIFIED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE

REMOVED ADMINISTRATIVE PROFESSIONAL AND STIPEND/SUPPLEMENTAL PAY PLAN		
POSITION/GROUP	DUTIES PERFORMED/DAYS	STIPEND/PAY GRADE