

**BOARD OF TRUSTEES**  
**Regular Meeting and Public Hearing for the 2024-2025 Budget and Proposed Tax Rate**  
**Agenda**  
**June 25, 2024**  
**5:30 PM**

The Board of Trustees of the Midland Independent School District will attend the following Regular Meeting and Public Hearing for the 2024-2025 Budget and Proposed Tax Rate on June 25, 2024, beginning at 5:30 PM at

Bowie Fine Arts Academy  
805 Elk Avenue  
Midland, Texas 79701.

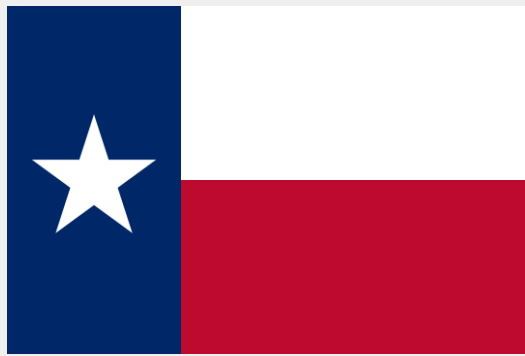
*\*Please note that the District may add or remove agenda items up until 72 hours prior to the meeting. Pursuant to the Texas Open Meetings Act the District must publicly post this notice and agenda 72 hours prior to the meeting.*

***Public Forum: Participants must register to speak in person by 5:25 p.m. on the day of the meeting.***

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. Moment of Silence
4. Pledge to the US Flag and Texas Flag



I pledge allegiance to the Flag of  
the United States of America, and  
to the Republic for which it stands,  
one Nation under God, indivisible,  
with liberty and justice for all.



Honor the Texas flag; I pledge  
allegiance to thee, Texas, one state  
under God, one and indivisible

- A. Abell Jr. High
  - 1. Principal: Amy Overton
    - a. Pledge Leader: Lanie Salazar
  - B. Vision of Midland ISD - Educating the Future with Excellence
  - C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready
- 5. Awards/Achievements/Recognitions/Announcements
  - A. MISD Student Recognitions
    - 1. Project SEARCH First Graduation Class
    - 2. State Qualifiers and Winners
    - 3. American Heart Association Kid's Heart Challenge
  - B. Community Recognitions
    - 1. Roger's Ford Attendance Car Givaway
    - 2. I Am Texas Writing and Art Contest Finalists
    - 3. Midland Council of PTA's President
  - C. MISD Staff Recognitions
    - 1. Texas High School Coaches Association Coaches of the Year
- 6. Public Forum
- 7. Public Hearing
  - A. Financial Overview for the 2024-2025 Budget and Proposed Tax Rate  
Presenter: Tucker Durham



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Financial Overview for the 2024-2025 Budget and Proposed Tax Rate

### Public Hearing

**Executive Summary:**

Annually, the Board of Trustees is responsible for adopting a budget and setting a tax rate in order to sustain the adopted budget. The budget process is a year-long process that involves planning for the upcoming fiscal year, preparation of allocating resources then, after the adoption requires monitoring the budget for effectiveness. A budget calendar has been developed and distributed to better outline the high-level budget process from the day the budget goes into effect to the end of the fiscal year as a roadmap for the board to be informed about. This has been an ongoing report since February leading up to the budget adoption this month, where we've discussed assumptions, the state of the district, any legislative changes that have budget implications, and the building blocks that make up the budget for the 2024-2025 fiscal year. We've previously discussed historical data and focused on assumptions for the upcoming year. The district has continued to work on all assumptions since the May report for both revenue and expenditures in order to ensure conservative, accurate data and information are used to build the 2024-2025 budget.

**Contact Person:**

Tucker Durham, Chief Financial Officer

# NOTICE OF PUBLIC MEETING TO DISCUSS BUDGET AND PROPOSED TAX RATE

The MIDLAND INDEPENDENT SCHOOL DISTRICT will hold a public meeting at 5:30pm, on June 25, 2024 in Bowie Fine Arts Academy, 805 Elk Street, Midland, Texas.

**The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

**Maintenance Tax**                    \$ 0.669500 /\$100 (Proposed rate for maintenance and operations)

**School Debt Service Tax**  
**Approved by Local Voters**       \$ 0.207500 /\$100 (Proposed rate to pay bonded indebtedness)

### Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and operations	<u>          </u>	% increase or	<u>-2.34</u>	% (decrease)
Debt service	<u>          </u>	% increase or	<u>-13.00</u>	% (decrease)
Total expenditures	<u>          </u>	% increase or	<u>-15.34</u>	% (decrease)

### Total Appraised Value and Total Taxable Value (as calculated under Tax Code Section 26.04)

	Preceding Tax Year		Current Tax Year
Total appraised value* of all property	\$ <u>56,731,310,980</u>	\$	<u>56,059,513,852</u>
Total appraised value* of new property**	\$ <u>627,407,903</u>	\$	<u>458,191,200</u>
Total taxable value*** of all property	\$ <u>50,669,604,646</u>	\$	<u>49,406,399,615</u>
Total taxable value*** of new property**	\$ <u>602,991,796</u>	\$	<u>438,043,532</u>

\* "Appraised value" is the amount shown on the appraisal roll and defined by Tax code Section 1.04(8).

\*\* "New property" is defined by Tax Code Section 26.012(17).

\*\*\* "Taxable value" is defined by Tax code Section 1.04(10).

### Bonded Indebtedness

Total amount of outstanding and unpaid bonded indebtedness\*                    \$ 985,699,986

\* Outstanding principal.

### Comparison of Proposed Rates with Last Year's Rates

<u>Maintenance &amp; Operations</u>	<u>Interest &amp; Sinking</u>	<u>Total</u>	<u>Local Revenue Per</u>	<u>State Revenue Per</u>
<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>	<u>          </u>

<b>Last Year's Rate</b>	\$	<u>0.659500</u>	\$	<u>0.217500</u>	\$	<u>0.877000</u>	\$	<u>12,926</u>	\$	<u>409</u>
<b>Rate to Maintain Same Level of Maintenance &amp; Operations Revenue &amp; Pay Debt Service</b>										
	\$	<u>0.685520</u>	\$	<u>0.213960</u>	\$	<u>0.899480</u>	\$	<u>13,625</u>	\$	<u>388</u>
<b>Proposed Rate</b>	\$	<u>0.669500</u>	\$	<u>0.207500</u>	\$	<u>0.877000</u>	\$	<u>12,796</u>	\$	<u>388</u>

\* The Interest & Sinking Fund tax revenue is used to pay for bonded indebtedness on construction, equipment, or both. The bonds, and the tax rate necessary to pay those bonds, were approved by the voters of this district.

**Comparison of Proposed Levy with Last Year's Levy on Average Residence**

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$ 340,287	\$ 352,147
Average Taxable Value of Residences	\$ 333,344	\$ 345,779
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ <b>0.877000</b>	\$ <b>0.877000</b>
Taxes Due on Average Residence	\$ <b>2,923.43</b>	\$ <b>3,032.48</b>
Increase (Decrease) in Taxes		\$ <b>109.05</b>

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in tax rate or property value.

**Notice of Voter-Approval Rate:** The highest tax rate the district can adopt before requiring voter approval at an election is 0.877052. This election will be automatically held if the district adopts a rate in excess of the voter-approval rate of . . . 0.877052

**Fund Balances**

The following estimated balances will remain at the end of the current fiscal year and are not encumbered with or by a corresponding debt obligation, less estimated funds necessary for operating the district before receipt of the first state aid payment:

Maintenance and Operations Funds Balance(s)	\$	<u>230,091,823</u>
Interest & Sinking Fund Balance(s)	\$	<u>115,512,858</u>

A school district may not increase the district's maintenance and operations tax rate to create a surplus in maintenance and operation tax revenue for the purpose of paying the district's debt service.

**Budget Summary Report for MIDLAND ISD**

2023 - 2024 Actual Budget				2024 - 2025 "Proposed" Budget			
		Aggregate Expenditures	Per Pupil Expenditures			Aggregate Expenditures	Per Pupil Expenditures
<b>Instruction</b>				<b>Instruction</b>			
11	Instruction	\$170,578,852	\$5,942	11	Instruction	\$182,106,459	\$6,228
12	Instructional Resources, Media Services	\$3,530,874	\$123	12	Instructional Resources, Media Services	\$3,471,082	\$119
13	Curriculum Development & Staff Development	\$6,204,037	\$216	13	Curriculum Development & Staff Development	\$5,152,769	\$176
95	Payment to Juvenile Justice AEP	\$0	\$0	95	Payment to Juvenile Justice AEP	\$0	\$0
	<b>Total:</b>	<b>\$180,313,763</b>	<b>\$6,281</b>		<b>Total:</b>	<b>\$190,730,310</b>	<b>\$6,523</b>
<b>Instructional Support</b>				<b>Instructional Support</b>			
21	Instructional Leadership	\$7,938,648	\$277	21	Instructional Leadership	\$7,879,559	\$269
23	School Leadership	\$16,082,811	\$560	23	School Leadership	\$16,844,981	\$576
31	Guidance & Counseling, Evaluation	\$11,967,433	\$417	31	Guidance & Counseling, Evaluation	\$13,244,624	\$453
32	Social Work Services	\$647,636	\$23	32	Social Work Services	\$816,045	\$28
33	Health Services	\$3,536,371	\$123	33	Health Services	\$3,950,812	\$135
36	Co-curricular/ Extra-curricular Activities	\$10,332,566	\$360	36	Co-curricular/ Extra-curricular Activities	\$9,884,785	\$338
	<b>Total</b>	<b>\$50,505,464</b>	<b>\$1,759</b>		<b>Total</b>	<b>\$52,620,806</b>	<b>\$1,800</b>
							\$0
<b>Central Administration</b>				<b>Central Administration</b>			
41	General Administration	\$9,117,614	\$318	41	General Administration	\$8,982,559	\$307
41	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	\$11,343	\$0	41	Expenditures to publish all statutorily required public notices in the newspaper by the school district or their representatives.	\$6,800	\$0
41	Expenditures for "directly or indirectly influencing or attempt to influence the outcome of legislation or administrative action as those terms are defined in Section 305.002, Government Code."	\$6,214	\$0	41	Expenditures for "directly or indirectly influencing or attempt to influence the outcome of legislation or administrative action as those terms are defined in Section 305.002, Government Code."	\$2,673	\$0
	<b>Total:</b>	<b>\$9,135,171</b>	<b>\$318</b>		<b>Total:</b>	<b>\$8,992,032</b>	<b>\$308</b>
<b>District Operations</b>				<b>District Operations</b>			
51	Plant Maintenance & Operations	\$45,898,844	\$1,599	51	Plant Maintenance & Operations	\$47,348,467	\$1,619
52	Security and Monitoring	\$5,531,644	\$193	52	Security and Monitoring	\$7,338,925	\$251
53	Data Processing	\$8,067,785	\$281	53	Data Processing	\$7,902,408	\$270
34	Student Transportation	\$11,700,518	\$408	34	Student Transportation	\$9,517,891	\$326
35	Food Services	\$21,403,922	\$746	35	Food Services	\$17,510,400	\$599
	<b>Total:</b>	<b>\$92,602,714</b>	<b>\$3,226</b>		<b>Total:</b>	<b>\$89,618,091</b>	<b>\$3,065</b>
<b>Debt Service</b>				<b>Debt Service</b>			
71	Debt Service	\$118,847,608	\$4,140	71	Debt Service	\$105,168,347	\$3,597
<b>Other</b>				<b>Other</b>			
61	Community Service	\$1,271,432	\$44	61	Community Service	\$1,657,344	\$57
81	Facilities Acquisition and Construction	\$13,968,614	\$487	81	Facilities Acquisition and Construction	\$0	\$0
91	Contracted Instructional Services Between Public schools	\$89,710,026	\$3,125	91	Contracted Instructional Services Between Public schools	\$78,418,965	\$2,682
92	Incremental Cost Associated with Chapter 41 School Districts	\$0	\$0	92	Incremental Cost Associated with Chapter 41 School Districts	\$0	\$0
93	Payments to Fiscal Agents for Shared Service Arrangements	\$0	\$0	93	Payments to Fiscal Agents for Shared Service Arrangements	\$0	\$0
97	Payments to Tax Increment Funds	\$0	\$0	97	Payments to Tax Increment Funds	\$0	\$0
99	Inter-government charges not Defined in Other codes	\$3,384,074	\$118	99	Inter-government charges not Defined in Other codes	\$3,509,476	\$120
	<b>Total:</b>	<b>\$108,334,146</b>	<b>\$3,774</b>		<b>Total:</b>	<b>\$83,585,785</b>	<b>\$2,859</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
OFFICIAL BUDGET  
2024-2025**

	<b>100-199 GENERAL FUND</b>	<b>240 FOOD SERVICE FUND</b>	<b>599 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ -	99,144,577	420,688,983
5700 Other Local Revenue	16,806,748	3,935,250	2,000,000	22,741,998
5800 State Revenue	18,905,031	57,500	520,485	19,483,016
5900 Federal Revenue	1,219,276	13,285,000	-	14,504,276
5831 TRS On-Behalf	10,742,905	-	-	10,742,905
<b>Total Revenues</b>	<b>369,218,366</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>488,161,178</b>
<b>EXPENDITURES</b>				
11 - Instructional Services	182,106,459	-	-	182,106,459
12 - Instructional Resources and Media Services	3,471,082	-	-	3,471,082
13 - Staff Development	5,152,769	-	-	5,152,769
21 - Instructional Administration	7,879,559	-	-	7,879,559
23 - Campus Administration	16,844,981	-	-	16,844,981
31 - Guidance and Counseling	13,244,624	-	-	13,244,624
32 - Social Services	816,045	-	-	816,045
33 - Health Services	3,950,812	-	-	3,950,812
34 - Student (Pupil) Transportation	9,517,891	-	-	9,517,891
35 - Food Services	232,650	17,277,750	-	17,510,400
36 - Cocurricular / Extracurricular Activities	9,884,785	-	-	9,884,785
41 - General Administration	8,992,032	-	-	8,992,032
51 - Plant Maintenance and Operation	47,348,467	-	-	47,348,467
52 - Security and Monitoring Services	7,338,925	-	-	7,338,925
53 - Data Processing Services	7,902,408	-	-	7,902,408
61 - Community Services	1,657,344	-	-	1,657,344
71 - Debt Service - Bond Principal	3,503,285	-	101,665,062	105,168,347
81 - Facilities Acquisition and Construction	-	-	-	-
91 - Contracted Instructional Services	78,418,965	-	-	78,418,965
93 - Shared Service Arrangements	-	-	-	-
99 - Other Intergovernmental Charges	3,509,476	-	-	3,509,476
<b>Total Expenditures</b>	<b>411,772,559</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>530,715,371</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(42,554,193)</b>	<b>-</b>	<b>-</b>	<b>(42,554,193)</b>

# Financial Overview for the 2024 - 2025 Budget and Proposed Tax Rate

---

**Tucker Durham**

June 25, 2024



# 2024 - 2025 District Budget Priorities

1. Balanced Budget
2. Salary Increase
3. Data-driven budgeting based on board goals, strategic plan, and comprehensive assessment

# 2024 - 2025 Budget Planning Overview

## June

- Public Hearing to Discuss Proposed Budget and Tax Rate
- Board Approval of 2024 - 2025 Budget
- Final Budget Amendment for Current 2023 - 2024 Fiscal Year

## July

- Receive Certified Values on July 25th

12

## September

- Tax Rate Adoption for Tax Year 2024

# Factors Influencing Budget Process

LEGISLATIVE  
SESSION

ENROLLMENT &  
ATTENDANCE

AVAILABLE  
FEDERAL  
FUNDING

RECRUITMENT  
& RETENTION

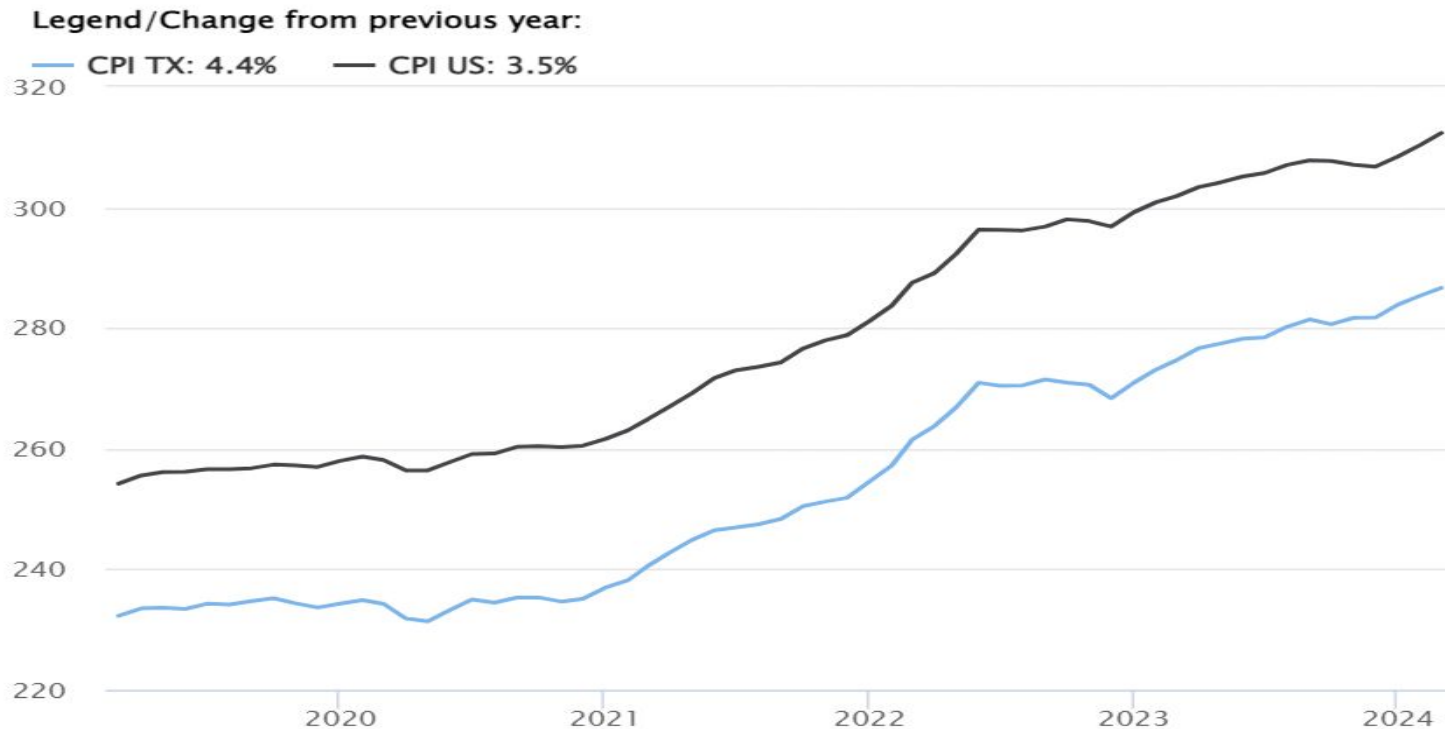
NEW FACILITIES

INFLATION

INCREASE IN  
PROPERTY  
VALUES

UNFILLED  
POSITIONS

# Inflation



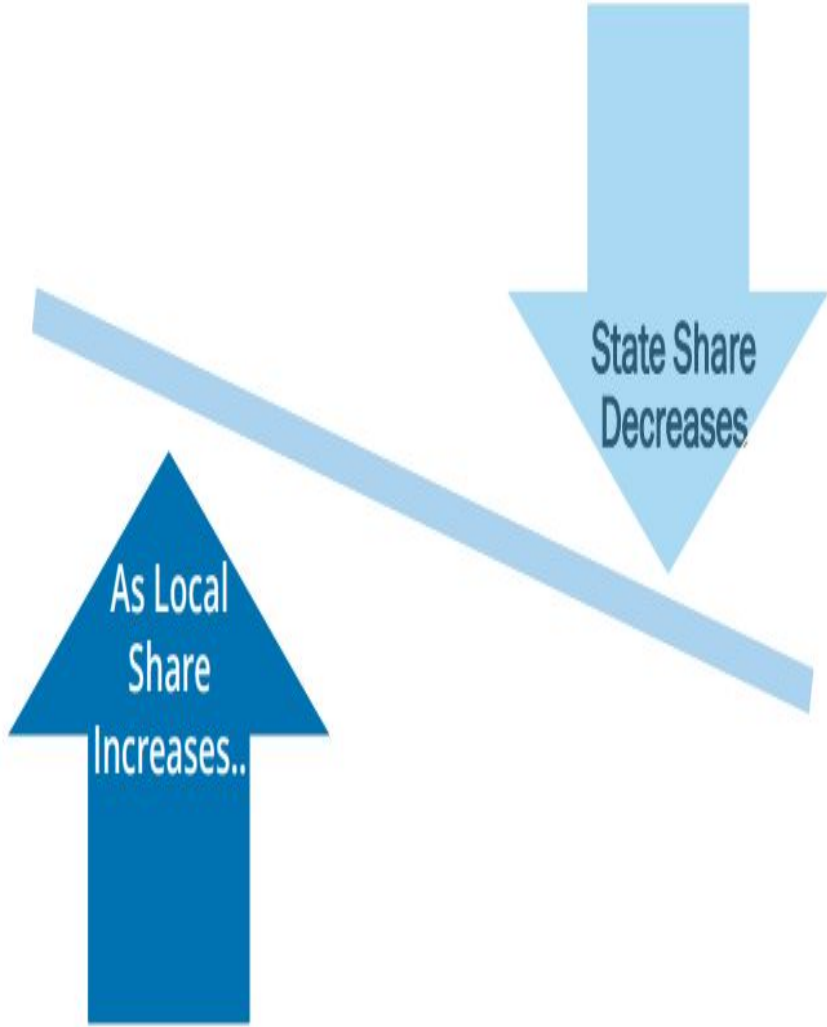
14

\*Excluding food and energy

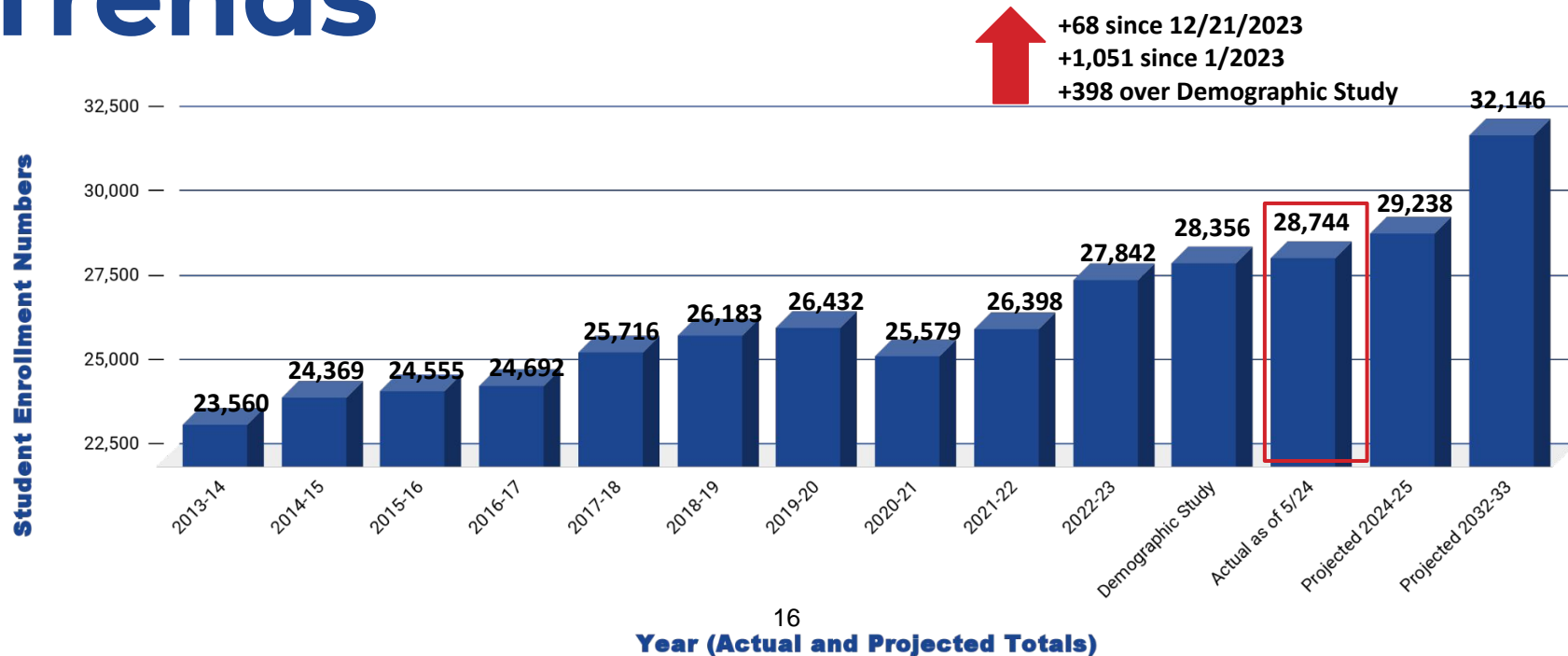
Source: US Bureau of Labor Statistics and Comptroller of Public Accounts, based on data provided by Bureau of Labor Statistics



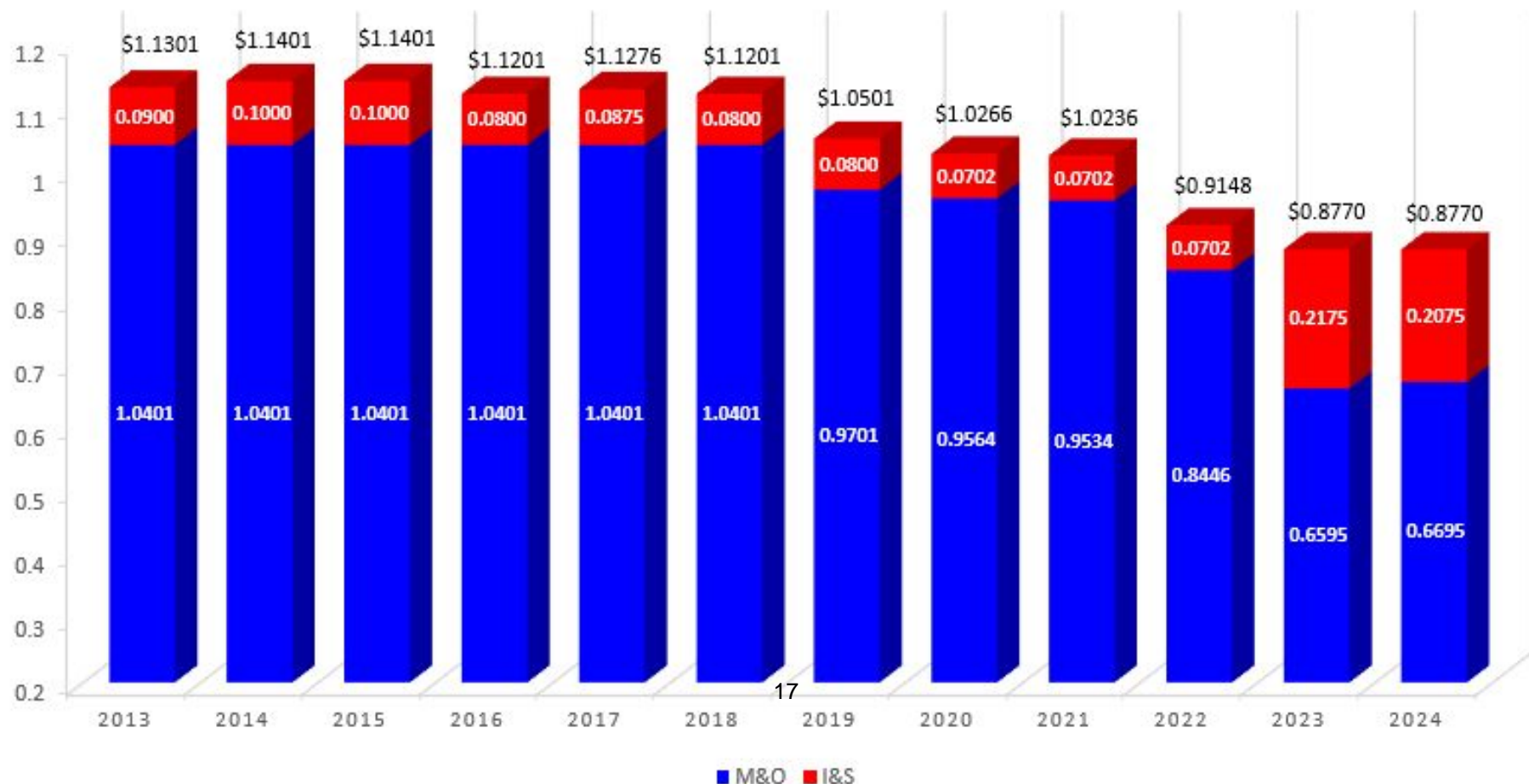
# School District Funding = Balancing Act



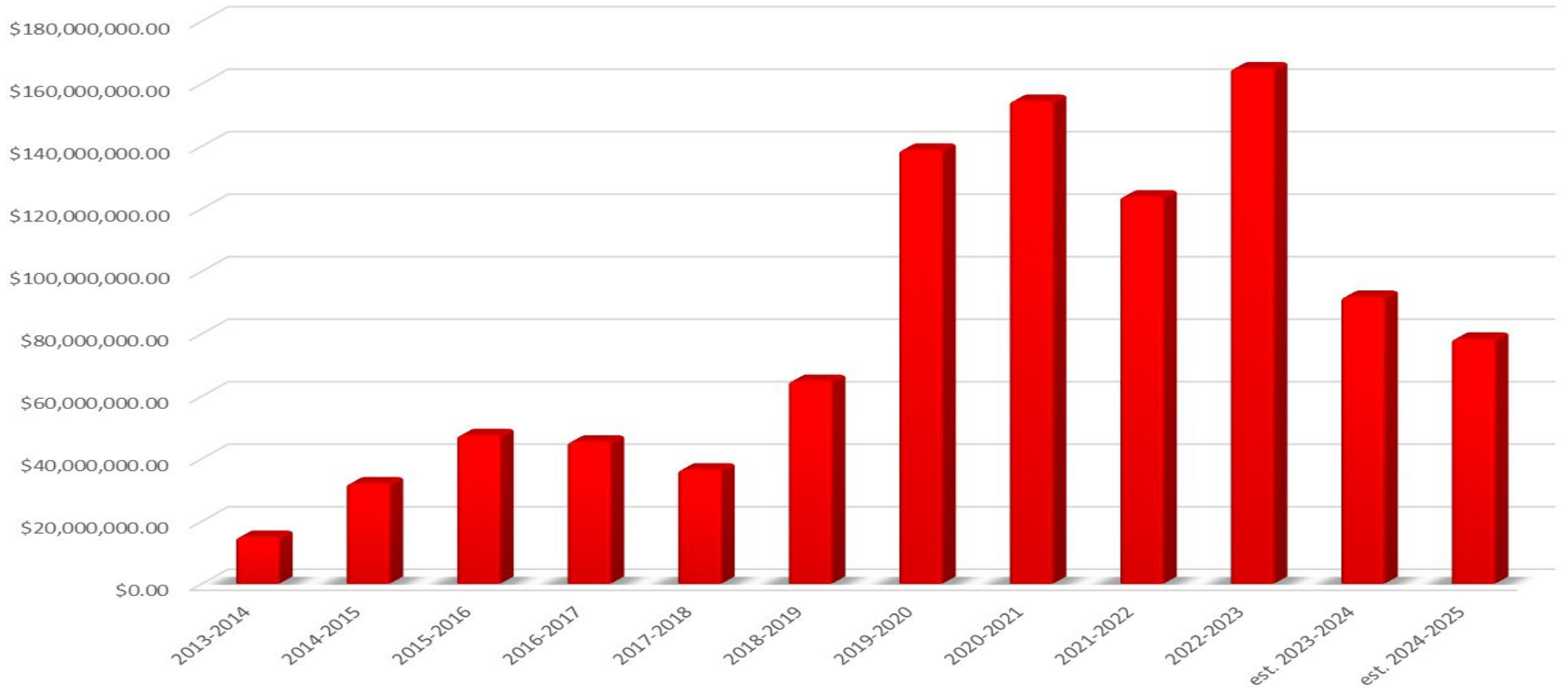
# Enrollment Trends



## HISTORICAL TAX RATES



## Recapture Payments Since 2013-2014

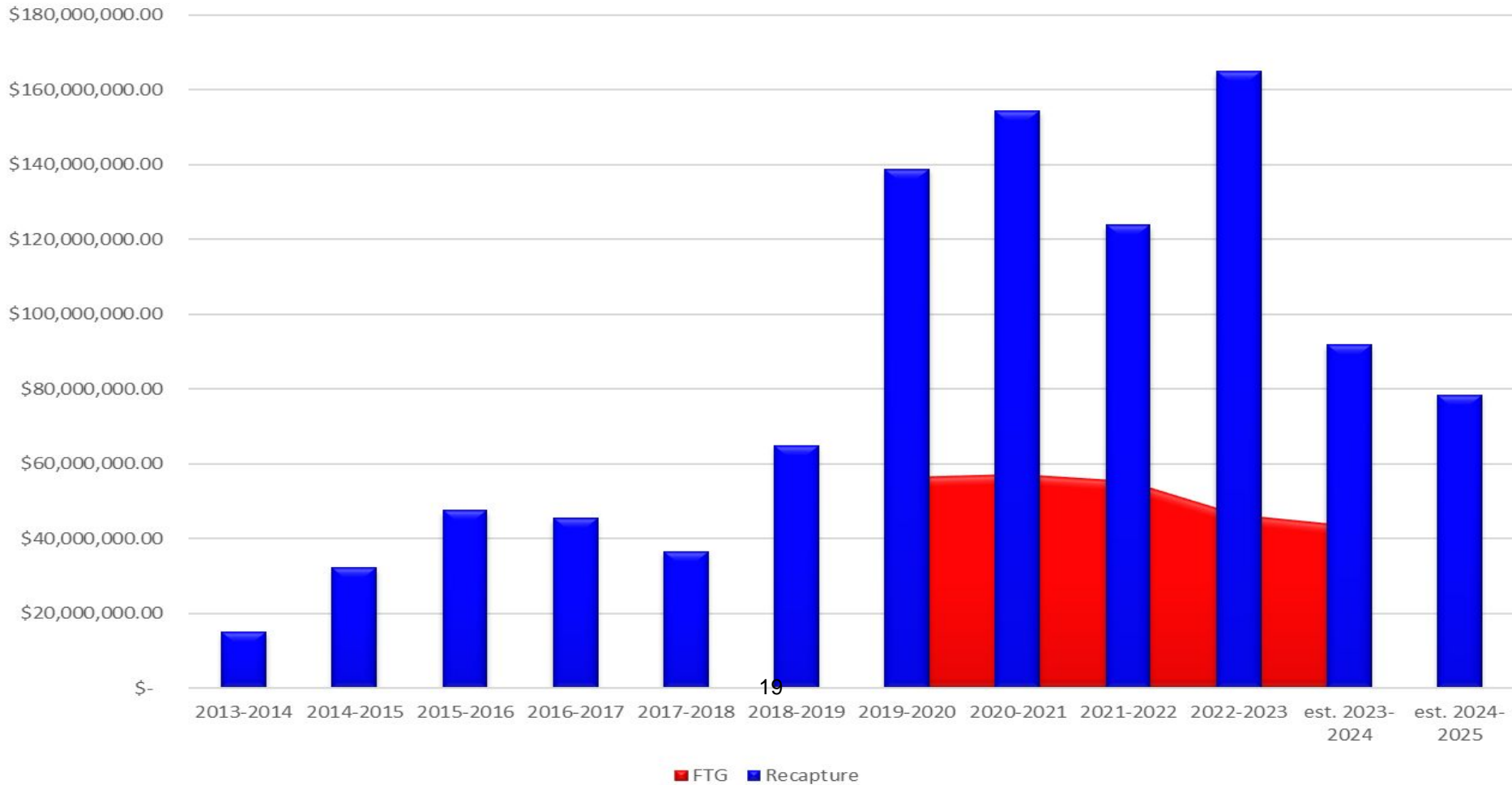


Since 2013 - 2014  
• \$993,508,281

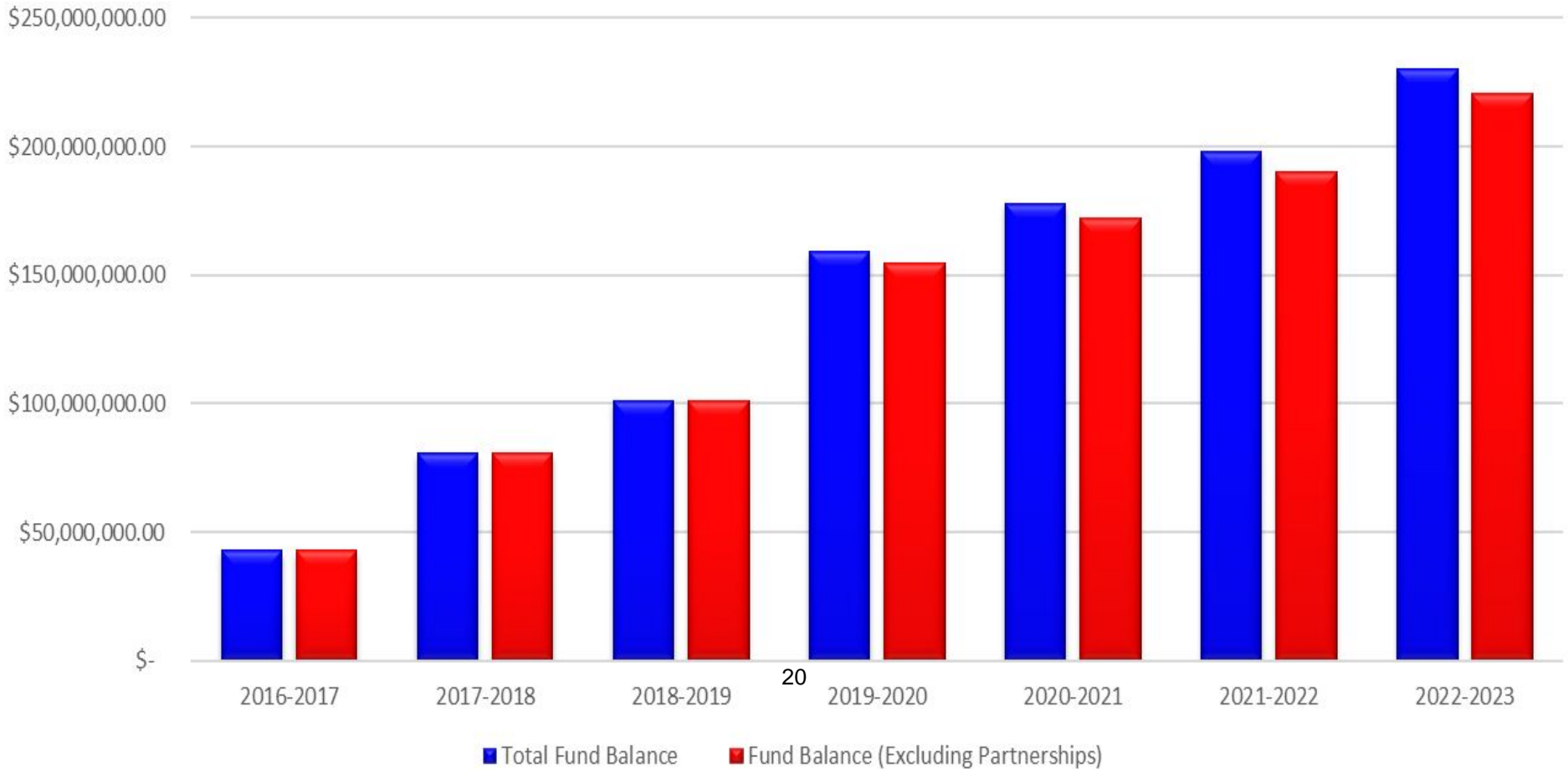
Est. for 2023<sup>18</sup> - 2024  
• \$91,765,032

Est. for 2024 - 2025  
• \$78,364,634

# Recapture Offset with FTG



# Historical Fund Balance



# 2024-2025 Budget Assumptions

- ❖ Loss of Formula Transition Grant
- ❖ End of ESSER Funding
- ❖ Projected Enrollment: 29,238
- ❖ Projected ADA: 26,568
- ❖ Projected Attendance Rate: 93%

➤ Employee Salary Increases

- 2% raise

➤ Network Switch Refresh

- \$1,000,000

➤ Tax Collection & Assessment

- 8% increase

➤ Rotation Plan Refresh - Maintenance

- \$2,864,318

➤ One Time Facility Upgrades

- \$7,538,775

❖ Property Insurance

■ ~~20% increase~~

■ 6% decrease

❖ Health Insurance

- 19% increase

❖ ~~Technology Refresh~~

■ ~~\$3,995,355~~

❖ Police Department Security Improvements

- \$557,500

# 2024-2025 Proposed Budget Summary

Revenues		
5710	Ad Valorem Taxes	321,544,406
5700	Other Local Revenue	16,806,748
5800	State Revenue	18,905,031
5831	TRS On-Behalf	1,219,276
5900	Federal Revenues	10,742,905
	<b>Total Revenues:</b>	<b>369,218,366</b>

Expenditures by Function		
11	Instructional Services	182,106,459
12	Instructional Resources and Media Services	3,471,082
13	Staff Development	5,152,769
21	Instructional Administration	7,879,559
23	Campus Administration	16,844,981
31	Guidance and Counseling	13,244,624
32	Social Services	816,045
33	Health Services	3,950,812
34	Student (Pupil) Transportation	9,517,891
35	Food Services	232,650
36	Curricular/Extracurricular Activities	9,884,785
41	General Administration	8,992,032
51	Plant Maintenance and Operation	47,348,467
52	Security and Monitoring Services	7,338,925
53	Data Processing Services	7,902,408
61	Community Services	1,657,344
71	Debt Service (Capital Lease - Principal)	3,503,285
81	Facilities Acquisition and Construction	-
91	Contract Instructional Services (Ch. 49 Recap)	78,418,965
99	Intergovernmental Charges	3,509,476
22		
	<b>Total Expenditures:</b>	<b>411,772,559</b>

**Deficiency of Revenues  
Over Expenditures**  
(\$42,554,193)

# 2024-2025 Projected Child Nutrition Budget

**Revenue \$17,277,750**

**Expenditures \$17,277,250**

**Balanced Budget**

23

# 2024-2025 Projected Outstanding Bonds Principal & Interest

<i><b>Bond</b></i>	<i><b>Principal Amount</b></i>	<i><b>Interest Amount</b></i>	<i><b>Total</b></i>
<i><b>Series 2015</b></i>	\$12,100,000	\$3,009,500	\$15,109,500
<i><b>Series 2016</b></i>	\$25,455,000	\$8,994,888	\$34,449,888
<i><b>Series 2017</b></i>	\$48,780,000	\$13,796,263	\$62,576,263
<i><b>Series 2020</b></i>	\$38,724,986	\$14,244,879	\$52,969,865
<i><b>Series 2024</b></i>	\$860,640,000	\$688,108,340	\$1,548,748,340

**\$985,699,986**

**\$728,153,869**

**\$1,713,853,855**

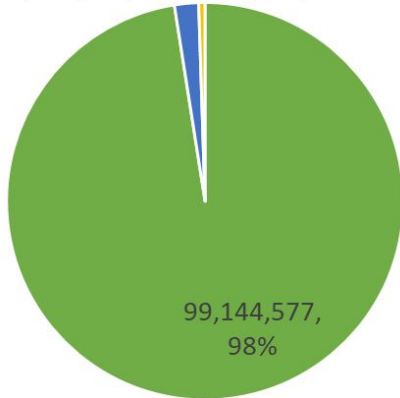
# 2024-25 Proposed Budget

## Debt Service

**Total Revenue:**

\$101,665,062

2,000,000, 2%    520,485, 0%



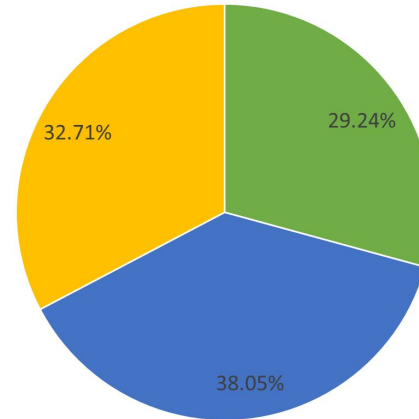
■ Property Taxes

■ Other Local Revenue

■ State Revenue

**Total Expenditures**

\$101,665,062



■ Debt Service Principal

■ Debt Service Interest

■ Debt Service Fees

25

**Balanced Budget**

# Next Steps

- Adopt Proposed Budget for 2024 - 2025
- Tax Rate Adoption in September



B. Public Hearing for the 2024-2025 Budget and Proposed Tax Rate  
Presenter: Tommy Bishop



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Public Hearing for the 2024-2025 Budget and Proposed Tax Rate

### Public Hearing

**Executive Summary:**

The required publication of this public meeting, the "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate," was published in the Midland Reporter-Telegram in Midland on Saturday, June 15, 2024, in compliance with State law requiring the notice be published not less than 10 nor more than 30 days before the public meeting. In addition to the publication of the notice, the budget is required to be posted on the District's website. The Texas Education Agency (TEA) requires the Board of Trustees to adopt the budget for the General Fund, Child Nutrition Fund, and Debt Service Funds. The purpose of the public meeting is to discuss the school district's budget, which will determine the tax rate that will be adopted later in the year once TEA has issued the Maximum Compression Rates (MCR) for school districts. Public participation in the discussion of the 2024-2025 budget is invited.

The proposed Maintenance & Operations (M&O) budget for the 2024-2025 fiscal year is \$411.77 Million. The proposed tax rate of \$0.6695 is the rate calculated based on current law, which includes the board adopting the 5th golden penny allowed by law and is not subject to recapture. The Board has not previously adopted the 5th golden penny due to the implications of receiving the Formula Transition Grant (FTG) over the past few years and if the district had adopted the 5th golden penny, the state portion of the district funding would have decreased while the local portion increased but would net no revenue increase for the district. The proposed Debt Service Fund (I&S) budget for the 2024-2025 fiscal year is \$101.67 Million. The proposed tax rate of \$0.2075 is slightly less than the current fiscal year I&S rate in order for the overall tax rate to be flat at \$0.8770. The proposed Child Nutrition Fund (CNS) budget for the 2024-2025 fiscal year is \$17.28 Million.

Annually, the district cannot adopt a tax rate until TEA determines the school district's MCR. Once the state determines this, the district can move forward with adopting a tax rate to sustain the adopted budget. The district will bring the proposed tax rate back to the board in September of this year for the 2024-2025 fiscal year and 2024 tax year.

**Contact Person:**

Tucker Durham-Chief Financial Officer



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

### **Enclosure**

Notice of Public Hearing to Discuss Budget and Proposed Tax Rate

Required Proposed Budget Website Posting

Summary of Proposed Budget

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
OFFICIAL BUDGET  
2024-2025**

	<b>100-199 GENERAL FUND</b>	<b>240 FOOD SERVICE FUND</b>	<b>599 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ -	99,144,577	420,688,983
5700 Other Local Revenue	16,806,748	3,935,250	2,000,000	22,741,998
5800 State Revenue	18,905,031	57,500	520,485	19,483,016
5900 Federal Revenue	1,219,276	13,285,000	-	14,504,276
5831 TRS On-Behalf	10,742,905	-	-	10,742,905
<b>Total Revenues</b>	<b>369,218,366</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>488,161,178</b>
<b>EXPENDITURES</b>				
11 - Instructional Services	182,106,459	-	-	182,106,459
12 - Instructional Resources and Media Services	3,471,082	-	-	3,471,082
13 - Staff Development	5,152,769	-	-	5,152,769
21 - Instructional Administration	7,879,559	-	-	7,879,559
23 - Campus Administration	16,844,981	-	-	16,844,981
31 - Guidance and Counseling	13,244,624	-	-	13,244,624
32 - Social Services	816,045	-	-	816,045
33 - Health Services	3,950,812	-	-	3,950,812
34 - Student (Pupil) Transportation	9,517,891	-	-	9,517,891
35 - Food Services	232,650	17,277,750	-	17,510,400
36 - Cocurricular / Extracurricular Activities	9,884,785	-	-	9,884,785
41 - General Administration	8,992,032	-	-	8,992,032
51 - Plant Maintenance and Operation	47,348,467	-	-	47,348,467
52 - Security and Monitoring Services	7,338,925	-	-	7,338,925
53 - Data Processing Services	7,902,408	-	-	7,902,408
61 - Community Services	1,657,344	-	-	1,657,344
71 - Debt Service - Bond Principal	3,503,285	-	101,665,062	105,168,347
81 - Facilities Acquisition and Construction	-	-	-	-
91 - Contracted Instructional Services	78,418,965	-	-	78,418,965
93 - Shared Service Arrangements	-	-	-	-
99 - Other Intergovernmental Charges	3,509,476	-	-	3,509,476
<b>Total Expenditures</b>	<b>411,772,559</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>530,715,371</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(42,554,193)</b>	<b>-</b>	<b>-</b>	<b>(42,554,193)</b>

C. Discussion of and Possible Action to Approve the 2024-2025 Budget  
Presenter: Tucker Durham

33



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Discussion of and Possible Action to Approve the 2024-2025 Budget

### Public Hearing

#### **Executive Summary:**

The required publication of the "Notice of Public Meeting to Discuss Budget and Proposed Tax Rate" was published in the Midland Reporter-Telegram in Midland on Saturday, June 15, 2024, in compliance with State law requiring the notice be published not less than 10 nor more than 30 days before the public meeting. In addition to the publication of the notice, the budget is required to be posted on the District's website. The Texas Education Agency (TEA) requires the Board of Trustees to adopt the budget for the General Fund, Child Nutrition Fund, and Debt Service Funds.

The proposed Maintenance & Operations (M&O) budget for the 2024-2025 fiscal year is \$411.77 Million. The proposed tax rate of \$0.6695 is the rate calculated based on current law, which includes the board adopting the 5th golden penny allowed by law and is not subject to recapture. The Board has not previously adopted the 5th golden penny due to the implications of receiving the Formula Transition Grant (FTG) over the past few years and if the district had adopted the 5th golden penny, the state portion of the district funding would have decreased while the local portion increased but would net no revenue increase for the district. The proposed Debt Service Fund (I&S) budget for the 2024-2025 fiscal year is \$101.67 Million. The proposed tax rate of \$0.2075 is slightly less than the current fiscal year I&S rate in order for the overall tax rate to be flat at \$0.8770. The proposed Child Nutrition Fund (CNS) budget for the 2024-2025 fiscal year is \$17.28 Million.

Annually, the district cannot adopt a tax rate until TEA determines the school district's MCR. Once the state determines this, the district can move forward with adopting a tax rate to sustain the adopted budget. The district will bring the proposed tax rate back to the board in September of this year for the 2024-2025 fiscal year and 2024 tax year.

#### **Recommendation**

The administration recommends the Board of Trustees Approve the 2024-2025 Budget as Presented



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Contact Person:**

Tucker Durham, Chief Financial Officer

**Enclosure**

Summary of Proposed Budget

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
OFFICIAL BUDGET  
2024-2025**

	<b>100-199 GENERAL FUND</b>	<b>240 FOOD SERVICE FUND</b>	<b>599 DEBT SERVICE FUND</b>	<b>TOTAL</b>
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ -	99,144,577	420,688,983
5700 Other Local Revenue	16,806,748	3,935,250	2,000,000	22,741,998
5800 State Revenue	18,905,031	57,500	520,485	19,483,016
5900 Federal Revenue	1,219,276	13,285,000	-	14,504,276
5831 TRS On-Behalf	10,742,905	-	-	10,742,905
<b>Total Revenues</b>	<b>369,218,366</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>488,161,178</b>
<b>EXPENDITURES</b>				
11 - Instructional Services	182,106,459	-	-	182,106,459
12 - Instructional Resources and Media Services	3,471,082	-	-	3,471,082
13 - Staff Development	5,152,769	-	-	5,152,769
21 - Instructional Administration	7,879,559	-	-	7,879,559
23 - Campus Administration	16,844,981	-	-	16,844,981
31 - Guidance and Counseling	13,244,624	-	-	13,244,624
32 - Social Services	816,045	-	-	816,045
33 - Health Services	3,950,812	-	-	3,950,812
34 - Student (Pupil) Transportation	9,517,891	-	-	9,517,891
35 - Food Services	232,650	17,277,750	-	17,510,400
36 - Cocurricular / Extracurricular Activities	9,884,785	-	-	9,884,785
41 - General Administration	8,992,032	-	-	8,992,032
51 - Plant Maintenance and Operation	47,348,467	-	-	47,348,467
52 - Security and Monitoring Services	7,338,925	-	-	7,338,925
53 - Data Processing Services	7,902,408	-	-	7,902,408
61 - Community Services	1,657,344	-	-	1,657,344
71 - Debt Service - Bond Principal	3,503,285	-	101,665,062	105,168,347
81 - Facilities Acquisition and Construction	-	-	-	-
91 - Contracted Instructional Services	78,418,965	-	-	78,418,965
93 - Shared Service Arrangements	-	-	-	-
99 - Other Intergovernmental Charges	3,509,476	-	-	3,509,476
<b>Total Expenditures</b>	<b>411,772,559</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>530,715,371</b>
<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(42,554,193)</b>	<b>-</b>	<b>-</b>	<b>(42,554,193)</b>



# Approval of 2024 - 2025 Budget



**Tucker Durham**

June 25, 2024





		<b>100-199 General Fund</b>	<b>240 Food Service Fund</b>	<b>599 Debt Service Fund</b>	<b>TOTAL</b>
5710	Ad Valorem Taxes	321,544,406	-	99,144,577	420,688,983
5700	Other Local Revenue	16,806,748	3,935,250	2,000,000	22,741,998
5800	State Revenue	18,905,031	57,500	520,485	19,483,016
5900	Federal Revenue	1,219,276	13,285,000	-	14,504,276
5831	TRS On-Behalf	10,742,905	-	-	10,742,905
	<b>Total Revenue:</b>	<b>369,218,366</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>488,161,178</b>
11	Instructional Services	182,106,459	-	-	182,106,459
12	Instructional Resources and Media Services	3,471,082	-	-	3,471,082
13	Staff Development	5,152,769	-	-	5,152,769
21	Instructional Administration	7,879,559	-	-	7,879,559
23	Campus Administration	16,844,981	-	-	16,844,981
31	Guidance and Counseling	13,244,624	-	-	13,244,624
32	Social Services	816,045	-	-	816,045
33	Health Services	3,950,812	-	-	3,950,812
34	Student (Pupil) Transportation	9,517,891	-	-	9,517,891
35	Food Services	232,650	17,277,750	-	17,510,400
36	Curricular/Extracurricular Activities	9,884,785	-	-	9,884,785
41	General Administration	8,992,032	-	-	8,992,032
51	Plant Maintenance and Operation	47,348,467	-	-	47,348,467
52	Security and Monitoring Services	7,338,925	-	-	7,338,925
53	Data Processing Services	7,902,408	-	-	7,902,408
61	Community Services	1,657,344	-	-	1,657,344
71	Debt Service (Capital Lease - Principal)	3,503,285	-	101,665,062	105,168,347
81	Facilities Acquisition and Construction	-	-	-	-
91	Contract Instructional Services (Ch. 49 Recap)	78,418,965	-	-	78,418,965
99	Intergovernmental Charges	3,509,476	-	-	3,509,476
	<b>Total Expenditures:</b>	<b>411,772,559</b>	<b>17,277,750</b>	<b>101,665,062</b>	<b>530,715,371</b>
	<b>Excess (Deficiency) of Revenues Over (Under) Expenditures</b>	<b>(42,554,193)</b>	<b>-</b>	<b>-</b>	<b>(42,554,193)</b>

# Recommendation:

**The administration recommends the Board of Trustees approve the 2024-2025 budget as presented**

3

8. Superintendent's Update

Presenter: Dr. Stephanie Howard

9. District Informational Reports

A. Bond 2023 Monthly Report

Presenters: Cortney Smith & Tucker Durham

40



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Tucker Durham, Chief Financial Officer, and Cortney Smith, Chief of Facilities and Operations

**Subject:** Bond 2023 Monthly Report

### District Presentation

**Financial Impact**

N/A

**Strategic Plan Goals/Board Academic Goals**

1-5

**Executive Summary**

Presentation to provide an update on the progress of the 2023 Bond. Midland ISD is committed to providing transparency to the Board of Trustees and voters in Midland County on a monthly basis for all aspects of the approved bond of 2023. Monthly updates will include but are not limited to construction and project timelines, costs of projects and financial reports, and communication and marketing efforts.

**Recommendation**

Presentation Only

**Motion**

N/A

**Contact Person**

Tucker Durham, Chief Financial Officer, and Cortney Smith, Chief of Facilities and Operations

**Enclosure**

N/A

# Bond 2023 Monthly Update

---

**Cortney Smith**

**June 25, 2024**



# Overview

- Groundbreaking for New Elementary School: June 4
- Early equipment purchase for Package 1 New ES ordered
- Surveying/Geotechnical at HS sites, Midland Freshman, and Goddard
- Package 2 - New High Schools price confirmation by the end of August
- Package 6 and 7 purchase orders issued the week of June 10th



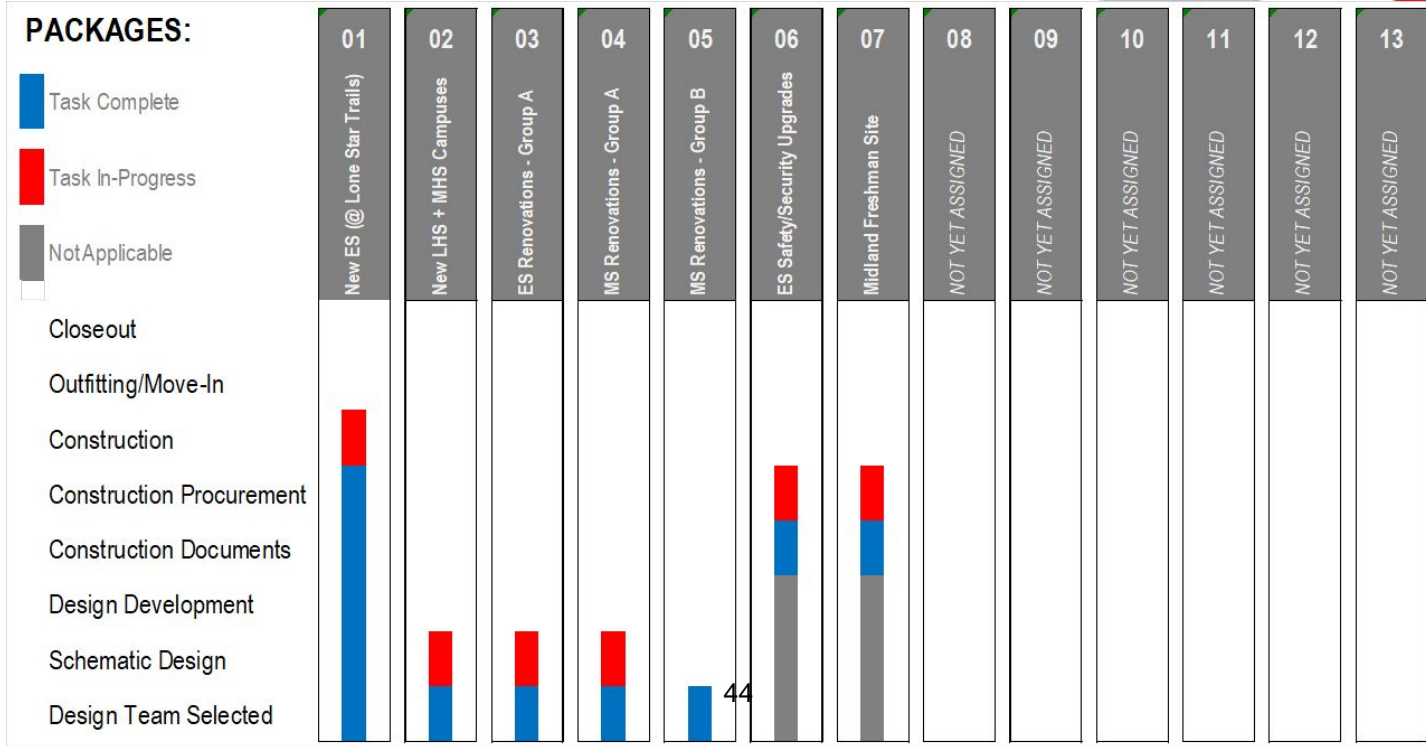
# Next Steps

- Approve Construction Manager at Risk firms for the new High Schools
- Approve Construction Inspection/Testing pool of vendors
- Assign next groups of project Packages

ES Groups B, C, and possibly D

MS Group C: Abell and San Jacinto

# Package Progress





B. Human Capital Monthly Report  
Presenter: Brandon Reyes



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Brandon Reyes, Chief of Human Capital Management

**Subject:** Human Capital Monthly Report

### Information Item

**Financial Impact**

N/A

**Strategic Plan Goals/Board Academic Goals**

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

**Executive Summary**

Monthly staffing reports offer valuable insights into employee turnover trends, which can indicate potential issues related to employee engagement or job satisfaction. As such, these reports are critical tools for managing a successful workforce.

**Contact Person**

Brandon Reyes

**Enclosures**

Staffing Update & Personnel Appointments, Resignations & Retirements

## STAFFING UPDATE

June 2024

District Resignation/Retirement data as of May 31, 2024

\*Resignation/retirement notices from non-certified, certified, professional contract staff members.

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
2022-23	1	27	20	15	22	30	10	11	18	6	208	31	399
2023-24	3	5	18	10	8	30	19	10	5	12	164		

SY22-23 YTD: 368

SY23-24 YTD: 284

Difference: 84

### Top Separation Reasons:

- Family Obligations
- Other Education Employment

**Special Note:** The information contained in the table above is a snapshot of the data as of May 31, 2024. The data within the above table may change by a few each month due to various reasons (i.e., Family and Medical Leave, Temporary Disability Leave).

### Vacancy and Hiring Data for May 2024

Teacher fill rate as of May 31, 2024: 95%

Bus driver fill rate as of May 31, 2024: 92%



# Board Administrator Appointments

Term Date: 05/01/2024 - 05/31/2024

06/10/2024

12:31 PM

Griselda.Flores

Name	Effective Date of Contract	Degree	College University	Experience	Assignment
------	----------------------------	--------	--------------------	------------	------------

Rows: 0      None



# Board Administrator Resignations

Term Date: 5/1/2024 - 5/31/2024

06/10/2024  
10:39 AM  
Griselda.Flores

Name	Effective Date of Resignation	Degree	College University	Experience	Assignment	Reason
------	-------------------------------	--------	--------------------	------------	------------	--------

Rows:0 None

C. Student Transfer Procedures Update  
Presenters: Roberto Cedillo & Melissa Horner



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024

**Presented By:** Melissa Horner

**Subject:** Student Transfer Procedures Update

### District Report

**Executive Summary:**

The Student Services Department will provide an update on Midland ISD transfer procedures for the 2024-2025 school year.

**Contact Person:**

Melissa Horner, Executive Director of Student Services



# TRANSFER UPDATE

● MIDLAND ISD  
MELISSA HORNER  
OFFICE OF STUDENT SERVICES

June 2024

# CONSIDERATIONS:

## 01 Neighborhood Seats



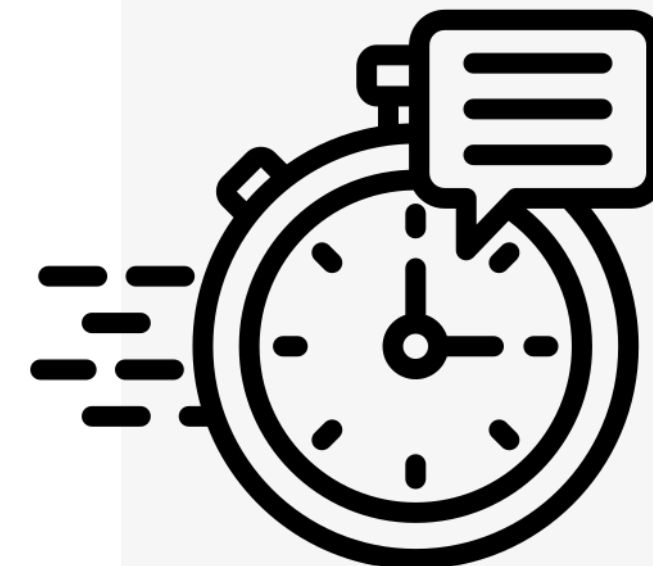
## 02 Fast Growth in Some Attendance Zones



## 03 Transparency in Transfer Process



## 04 Timely Notification of Student Placement

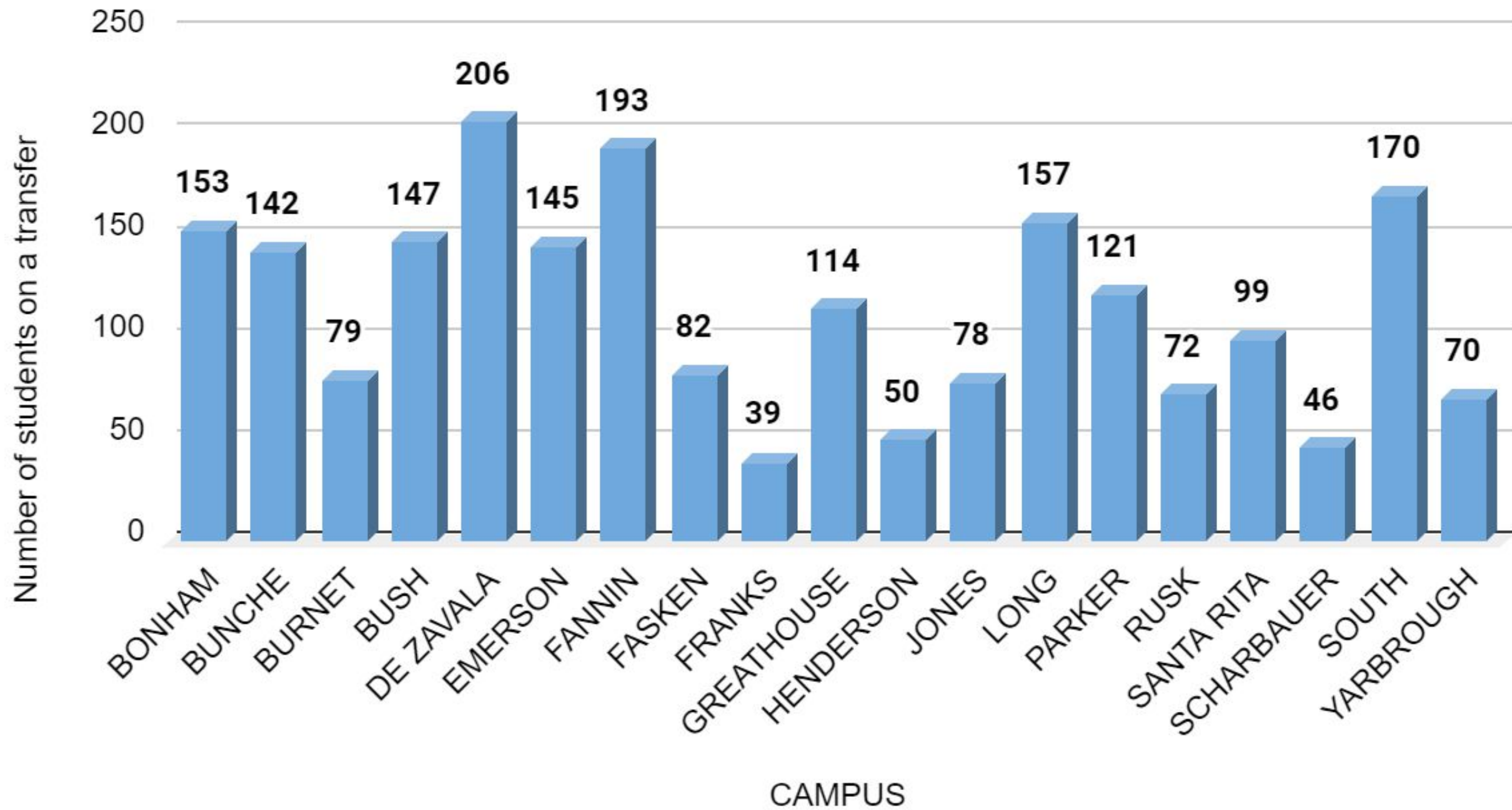


# Data Points Elementary

Based off of total campus enrollment the following is the number of students attending the elementary school on a transfer

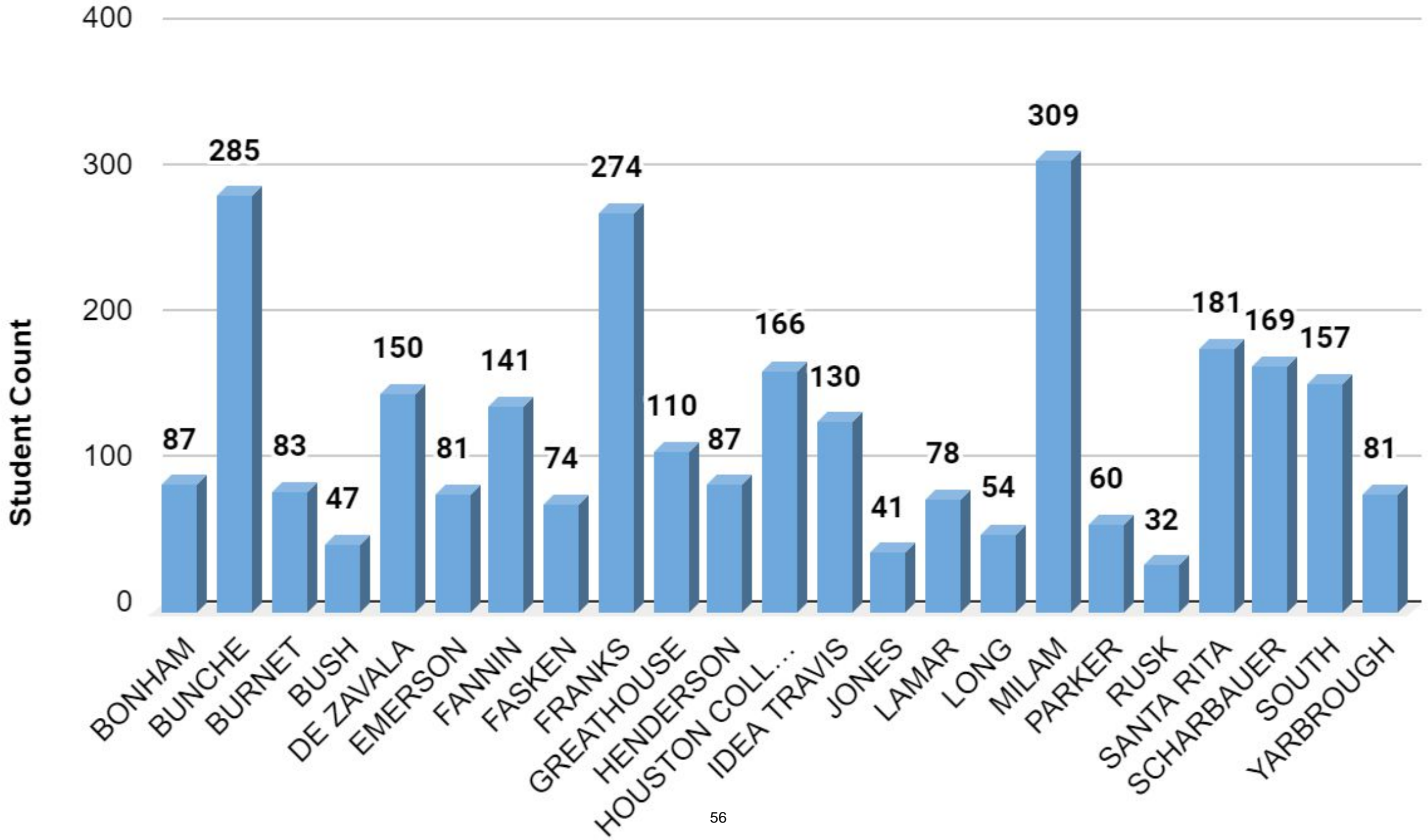
3102 elem. students are on a transfer through Apply Midland

ELEMENTARY ON A TRANSFER INTO A SCHOOL



# Data Points Elementary

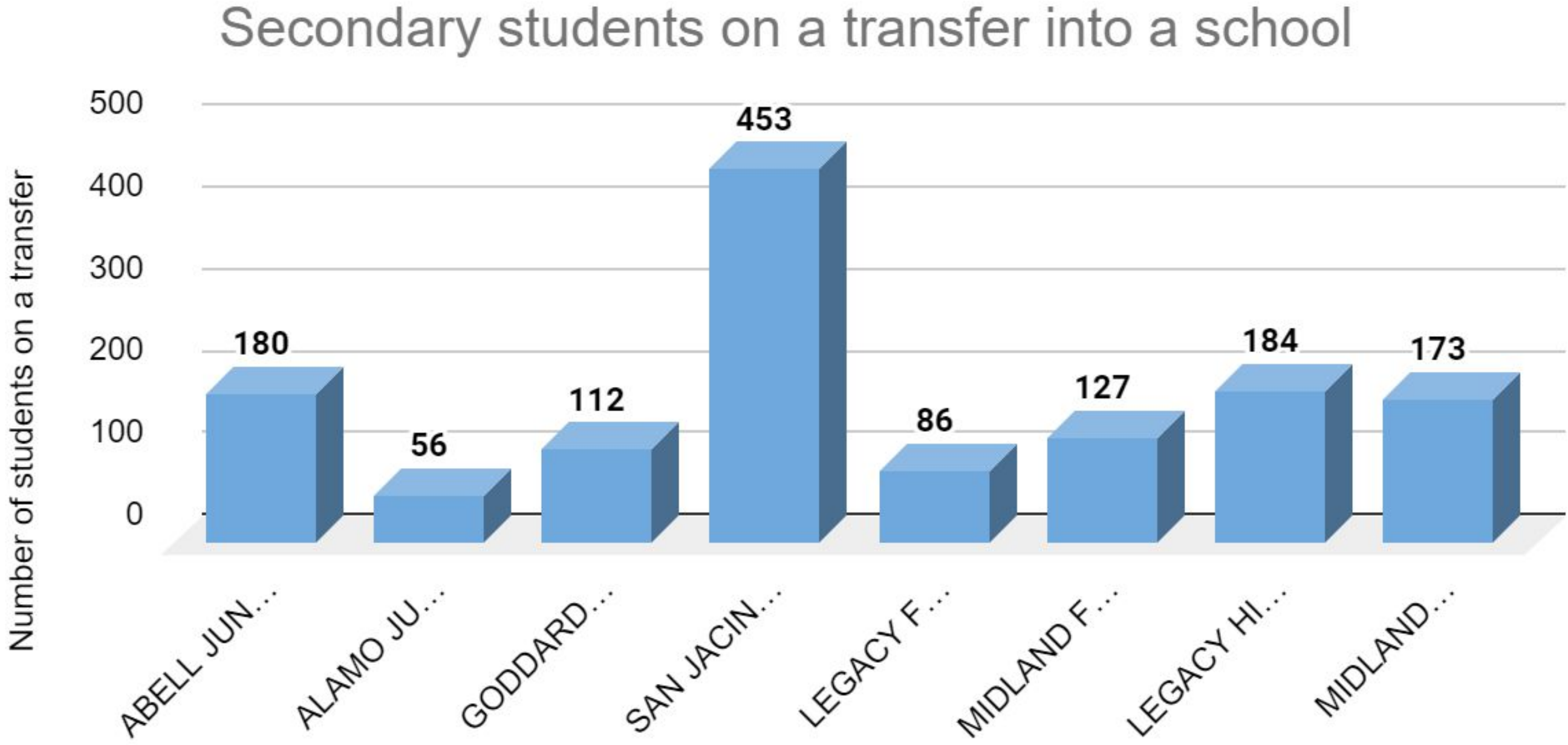
Number of students who are choosing to attend a choice school  
(Bowie, Carver, Houston, Lamar, IDEA, Milam, Pease, YWLA)



# Data Points Secondary

1272, 7th - 12th  
grade students  
are on a  
transfer  
through Apply  
Midland

Based off of total campus enrollment the following is the number  
of students attending the secondary school on a transfer



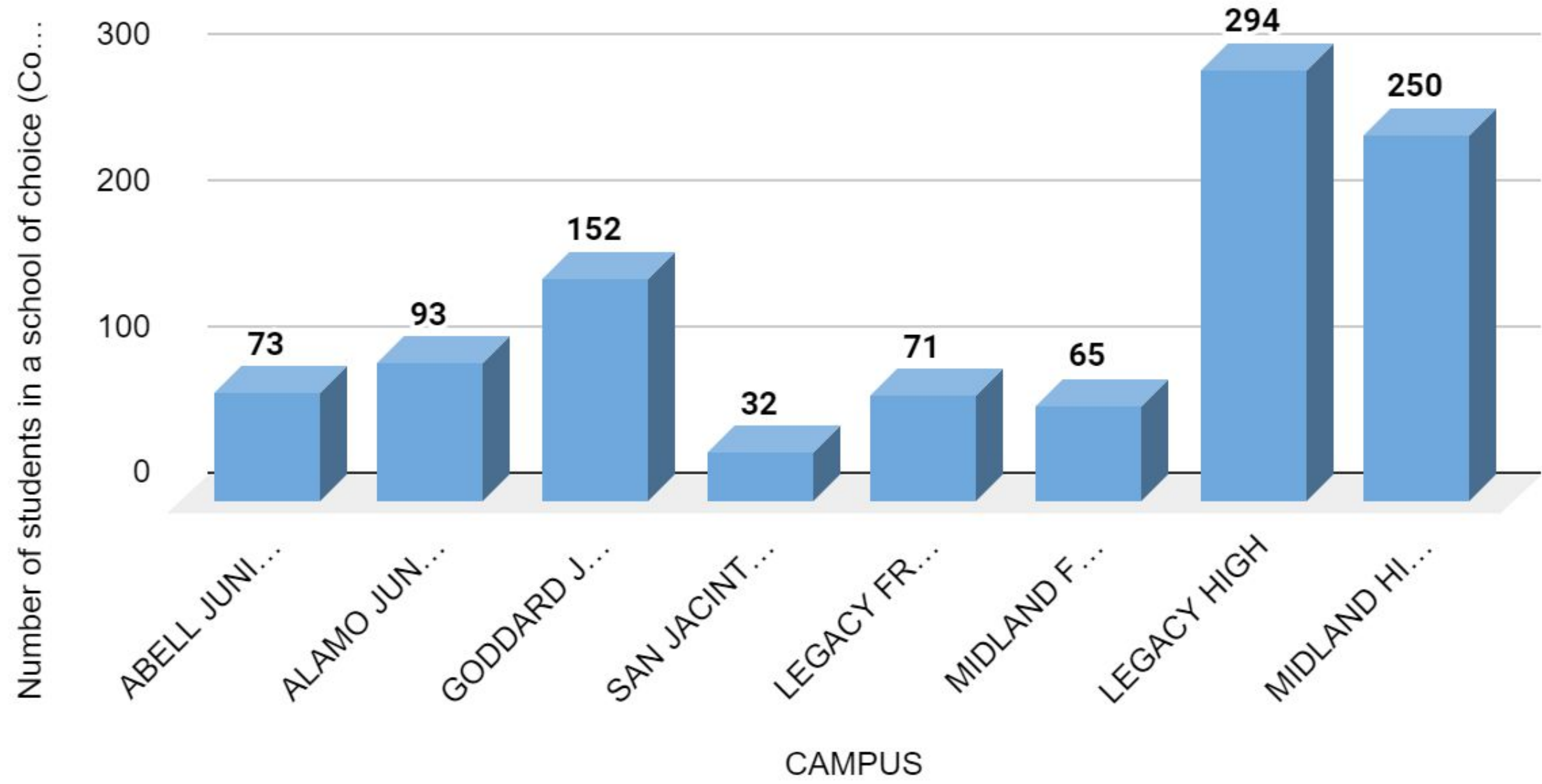
• Includes 6th  
grade AVID

CAMPUS

# Data Points Secondary

## Number of students who are choosing to attend a choice school (Coleman, ECCHS, YWLA)

Total number of students attending a school of choice (YWLA, TRAVIS, ECCHS & COLEMAN)



# Updates:

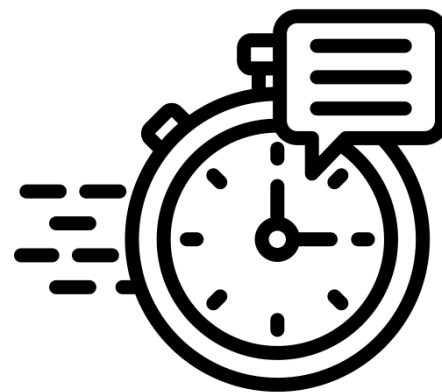
**01** At 90% Capacity Campus Transfers Close



**03** Updates will require (FDB LOCAL) changes



**02** Shortened Transfer Window



**04** Update Stakeholders Monthly on Transfer Deadlines



**05**

**Distinguish Between Transfers and Choice School Applicants**



# NEXT STEPS:



## Summer 2024

### Communication of Updates:

- Campus Leadership
- Parent Newsletter
- Website
- Notification of any changes to (FDB LOCAL)

## Fall 2024

- Track Enrollment Data
- Transfer Applications
- Choice School Application Window opens for Spring (Nov)-2 week window-notification December
- Grandfather applications (Nov) -2 week window- for families requesting to remain at rezoned campuses
- All current transfers in rezoned schools need to reapply for a transfer for 25/26 school year.

## Spring 2025

- Transfers for 25-26 School year open -March-2 week window
- Transfer notifications April

## Summer 2025

- Assess enrollment data
- Review processes and make additional adjustments if needed.

# Midland ISD Choice Schools

**Magnet Schools:** Schools offering specialized instruction. A lottery application is required to be considered to attend.

**Bowie Fine Arts Academy, Pease Communication & Technology Academy**

**Schools of Choice:** Schools offering alternative offerings and/or instruction. A completed application is required to be considered to attend.

**MISD PreK, Early College High School, Coleman High School, San Jacinto 6th Grade AVID**

**1882 Partners:** Innovative schools that work in partnership with MISD with agreed upon goals for our students. A completed application is required to be considered to attend.

**Ben Milam International Academy, Carver Center, Lamar, Sam Houston, IDEA Travis, Young Women's Leadership Academy, PreK Academy at Midland College**



Carver Center



IDEA Travis

# THANK YOU



---

June 2024

D. Midland ISD and Midland College, College and Career Connections Update  
Presenters: Roberto Cedillo and Melissa Horner

64



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Melissa Horner

**Subject:** Midland College and MISD College and Career Connections Update

### District Report

#### **Executive Summary:**

The purpose of the Memorandum of Understanding between the Midland Independent School District (MISD) and Midland College is to officially outline the framework for the College and Career Connections (C3) initiative. The initiative, through high leverage guidance and counseling measures, seeks to facilitate a smooth transition for students from high school to post secondary education and career opportunities available to them through Midland College and within the Permian Basin.

#### **Contact Person:**

Melissa Horner, Executive Director of Student Services  
Mr. Robert Cedillo, Deputy Superintendent



# College & Career Connections

## June 2024 Update



65



# Strategic Plan & Board Goal



## Strategic Plan Goal 2:

Improve academic support and career preparation for students to ensure readiness for college, employment, or military service upon graduation.

## Board Goal 5:

The percentage of the graduating class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% by 2028.



## What is C3?

A strategic partnership between Midland College, Midland ISD, and the C3 Funders that aims to equip all students in MISD with the tools needed for a successful college and career journey. C3 plans to work with MISD students in 6th-12th grade to ensure they will be college and career ready by graduation.



McGary-Regan Foundation



Pevehouse Family Foundation, Inc.





# C3 Original Outcomes



## MIDLAND COLLEGE OUTCOMES

Outcomes	Baseline (2022-2023)	Target (Aug 2026)	Target (Aug 2028)
Increase in MISD graduates who enroll at MC in Summer or Fall following graduation	415	519 (+25%)	623 (+50%)
Increase in MISD dual credit students who enroll at MC in Summer or Fall following graduation	227	250 (+10%)	284 (+25%)
Increase in MISD CTE dual credit enrollment	1,029	1,286 (+25%)	2,058 (+100%)
Increase in MISD transfer dual credit enrollment	427	534 (+25%)	641 (+50%)
Increase in MISD dual credit students attaining 15+ semester credit hours	272	340 (+25%)	408 (+50%)

## MIDLAND ISD OUTCOMES

Outcomes	Baseline (2022-2023)	Target (Aug 2026)	Target (Aug 2028)
Increase in percentage of students earning dual credit	459	528 (+15%)	597 (+30%)
Increase in percentage students completing Level I or Level II certificates	124	155 (+25%)	186 (+50%)
Increase in percentage graduates meeting College, Career, or Military Readiness	777	1,166 (+50%)	1,298 (+67%)
Increase in percentage of graduates enrolling in college the fall semester after graduation	669	803 (+20%)	890 (+33%)
Increase in 4-year graduation rate percentage	68 85.6%*	94%*	95%*



# Why one set of outcomes?



- Creates a shared vision for the C3 partnership between MC and MISD
- Ensures that we are meeting the needs of all students - including underrepresented populations - for CCMR readiness
- Provides a more streamlined approach to tracking the relevant data that will serve as measures of success for this venture

# C3 Outcomes

<b>Outcomes</b>	<b>Baseline (2022-23)</b>	<b>Target (Aug 2026)</b>	<b>Target (Aug 2028)</b>
Increase the percentage of MISD graduates meeting CCMR standards <sup>†</sup>	<b>54%</b>	<b>80%</b>	<b>90%</b>
Increase the percentage of MISD graduates enrolling in an institute of higher education by the fall semester after graduation <sup>†</sup>	<b>44%</b>	<b>53%</b>	<b>58%</b>
Increase percentage of Midland ISD graduates enrolled at Midland College by the fall semester after graduation	<b>29%</b>	<b>36%</b>	<b>43%</b>
Increase percentage of EcoDis Midland ISD graduates enrolled at Midland College by the fall semester after graduation*	<b>TBD</b>	<b>TBD</b>	<b>TBD</b>
Increase percentage of Midland ISD graduates who earn a Level I or II certificate through Midland College CTE dual credit	<b>9%</b>	<b>11%</b>	<b>13%</b>
Increase percentage of Midland ISD graduates who earn transfer dual credit hours through Midland College	<b>29%</b>	<b>37%</b>	<b>44%</b>
Increase percentage of Midland ISD graduates who earn 15+ dual credit hours through Midland College	<b>19%</b>	<b>23%</b>	<b>28%</b>
Increase percentage of EcoDis MISD graduates meeting TSIA2 benchmarks by graduation*	<b>10%</b>	<b>13%</b>	<b>16%</b>

<sup>†</sup>Baseline data is from the MISD graduating class of 2022 (1,451 graduates); Data obtained from 2022-2023 TEA TAPR

\*These goals will also ensure an increase in Outcome Bonus Points received by MISD from TEA



# C3 Outlook

Over the next 90 days we plan to:

- Onboard all C3 Coaches at MC
- Develop C3 Coaching Manual
- Joint training between C3 Coaches and MISD Counselors
- Work with ACCESS program developers to align with C3 program needs and outcomes
- Begin working with students on campuses

Thank  
you!



E. Board Update on Literacy  
Presenter: Ashley Osborne

74



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024  
**Presented By:** Mrs. Ashley Osborne  
**Subject:** Board Update on Literacy

### Report Item

#### **Board Goal.**

Goal 1- The percentage of 3rd grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 41% to 55% by 2028. (data source: TAPR)

Goal 3 - The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028. (data source: TAPR)

#### **Executive Summary:**

The board will hear an update on Literacy in Midland ISD after one year of the structured literacy approach implementation.

#### **Estimated Time to Prepare Agenda Item:**

1 hours

#### **Contact Person:**

Mrs. Ashley Osborne

# Literacy Update

---

June 25, 2024  
Board of Trustees

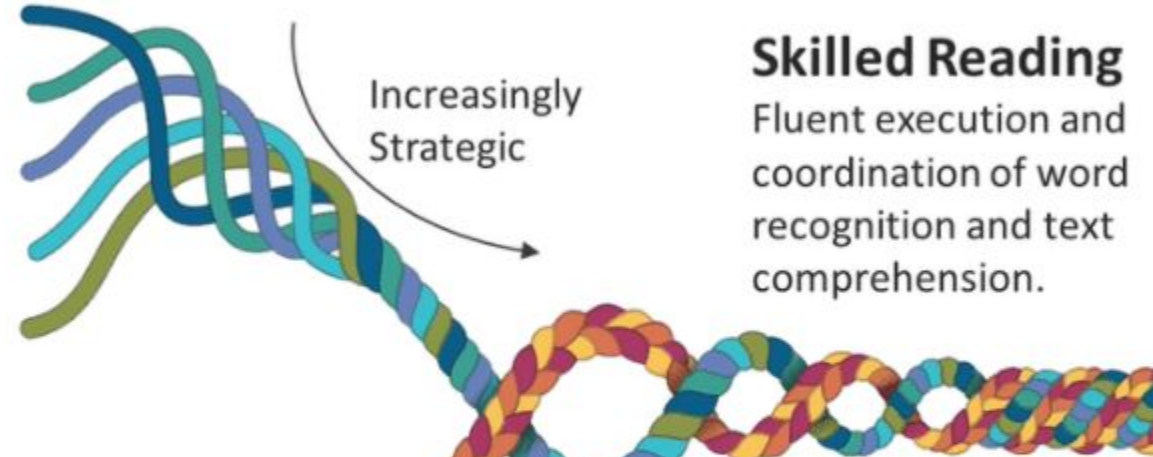


# Shifting Mindsets

## The Science of Reading

### Language Comprehension

- Background Knowledge
- Vocabulary Knowledge
- Language Structures
- Verbal Reasoning
- Literacy Knowledge



### Skilled Reading

Fluent execution and coordination of word recognition and text comprehension.

### Word Recognition

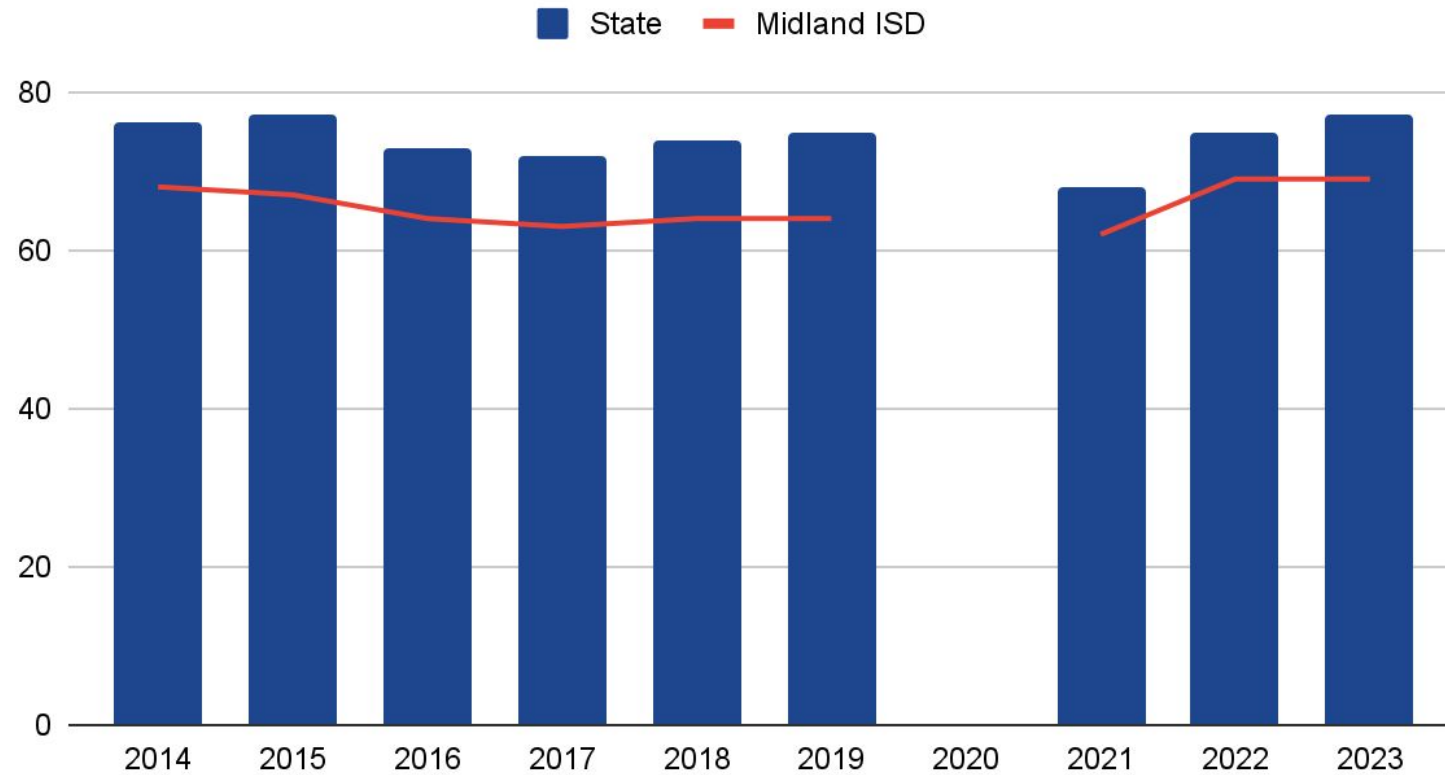
- Phonological Awareness
- Decoding (and Spelling)
- Sight Recognition



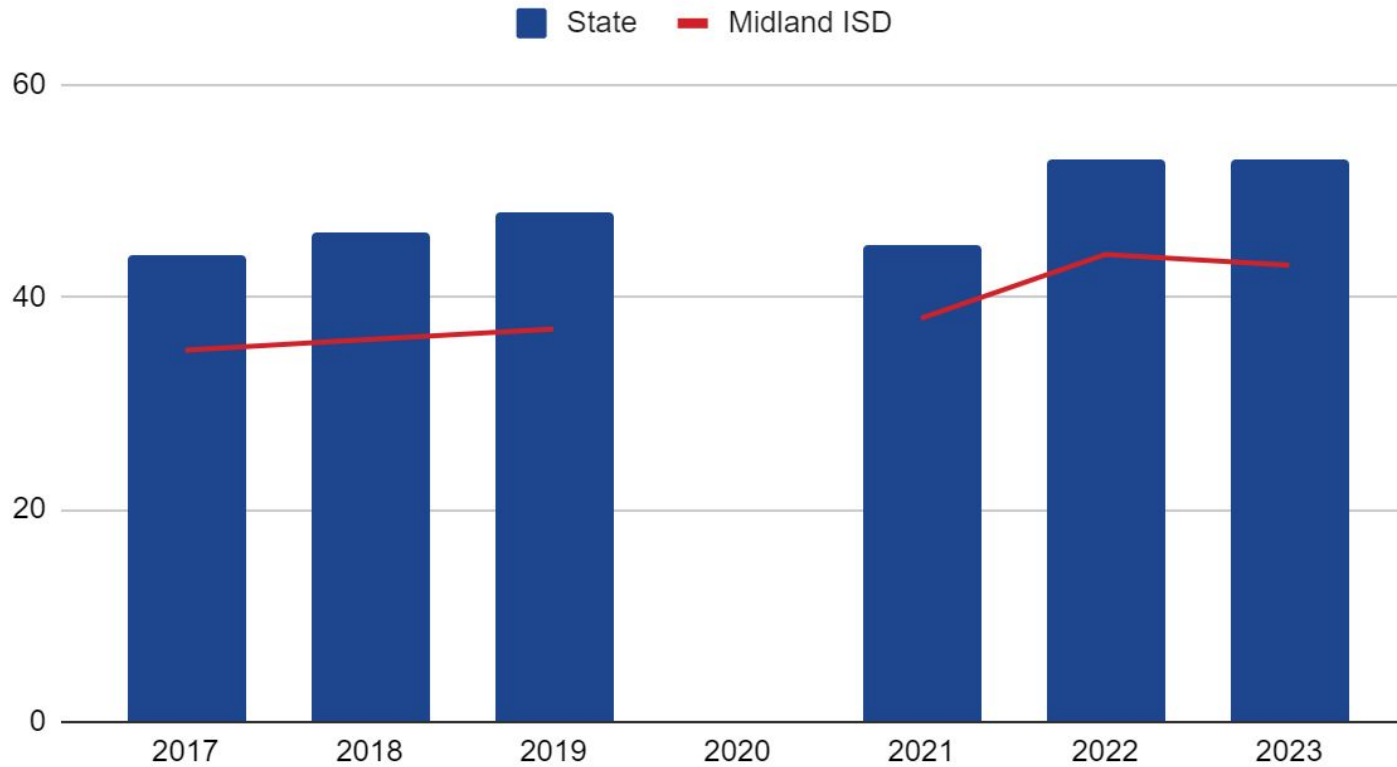
Scarborough, H. 2001. Connecting early language and literacy to later reading (dis)abilities: Evidence, theory, and practice. Pp. 97-110 in S. B. Neuman & D. K. Dickinson (Eds.) *Handbook of Early Literacy*. NY: Guilford Press.

# Continuous Improvement

## STAAR Reading at Satisfactory/Approaches



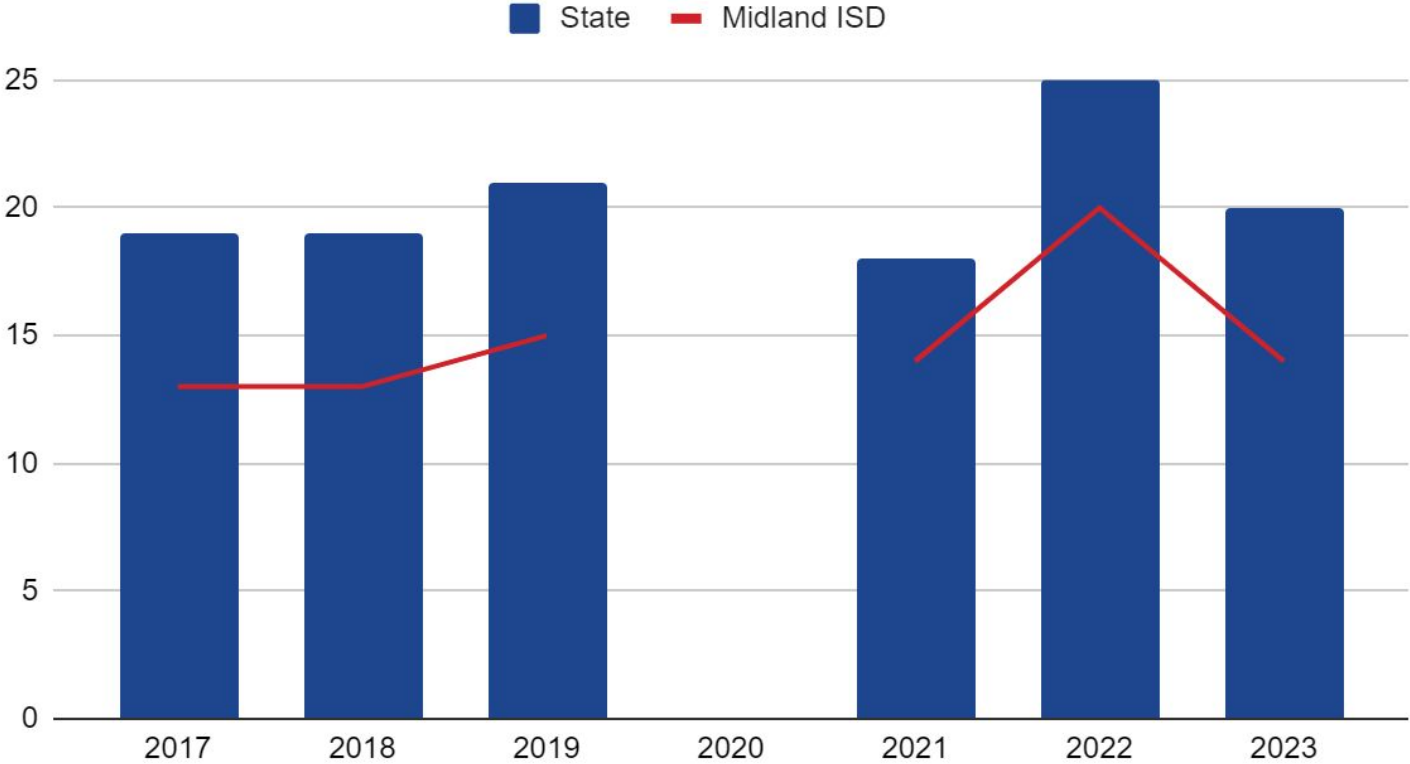
# STAAR ELAR at Meets



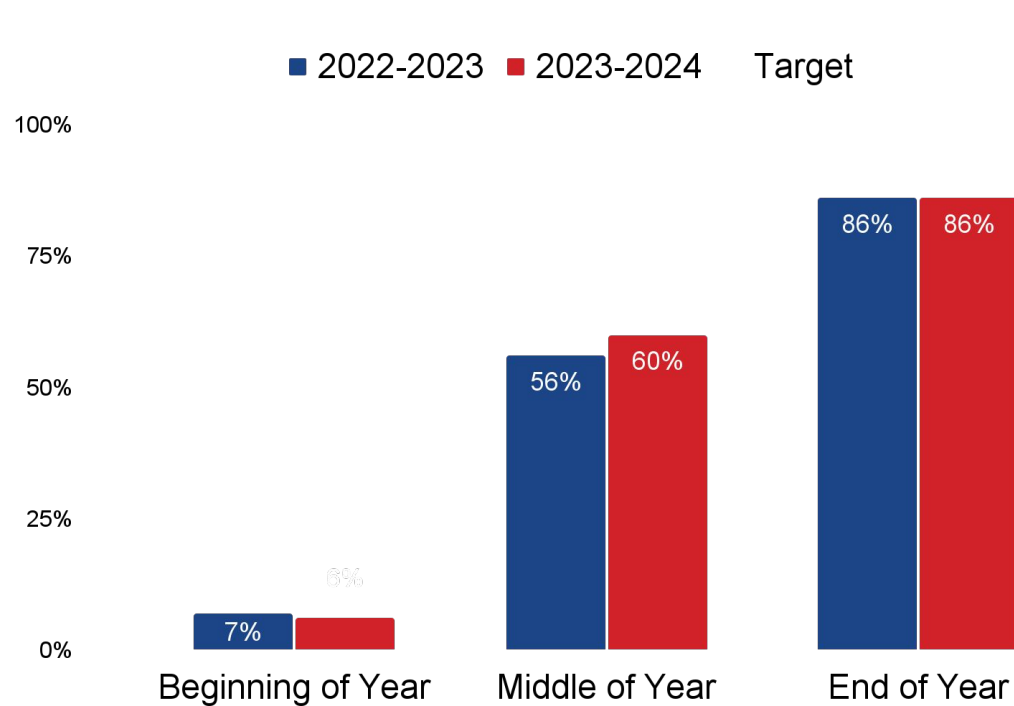
## Board Goal One

The percentage of 3rd grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 41% to 55% by 2028. (data source: TAPR) 2024 - (Green check or not)

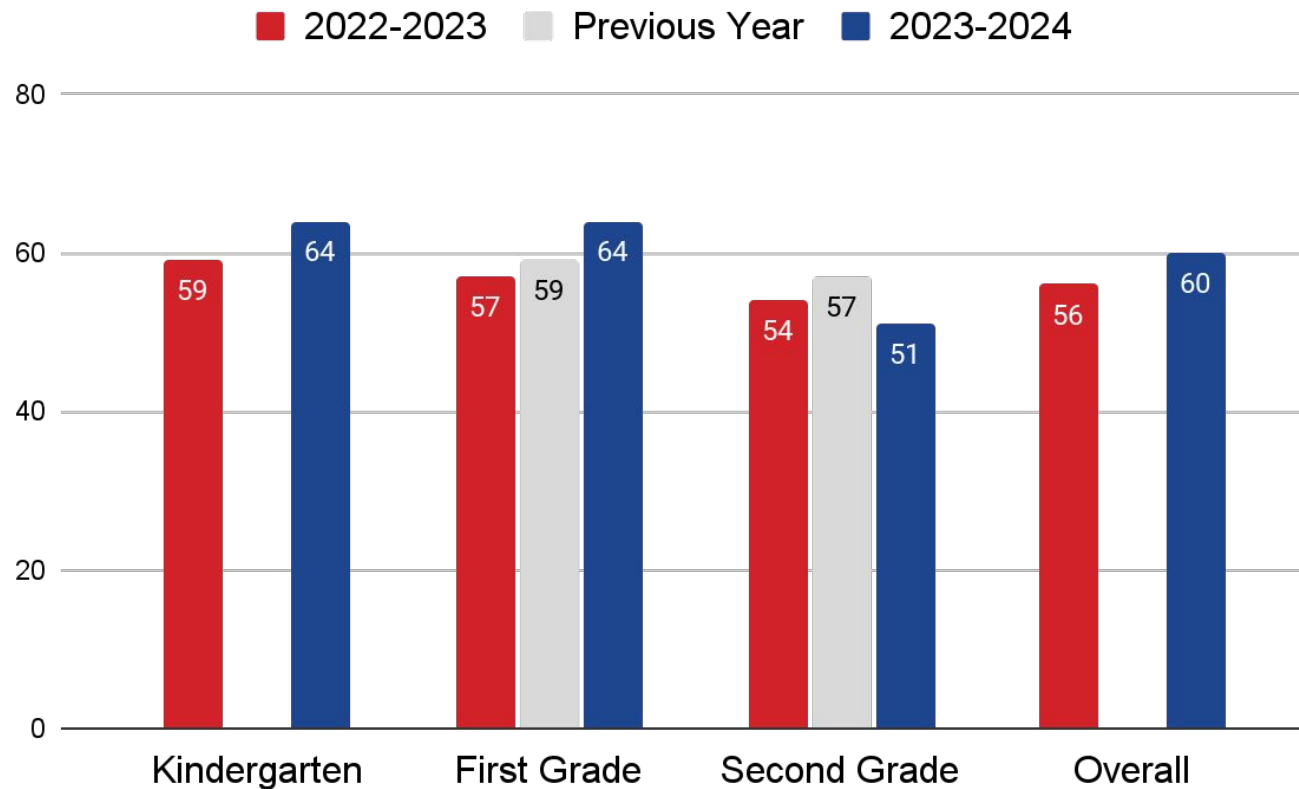
# STAAR ELAR at Masters



# Pre-K - Second Grade



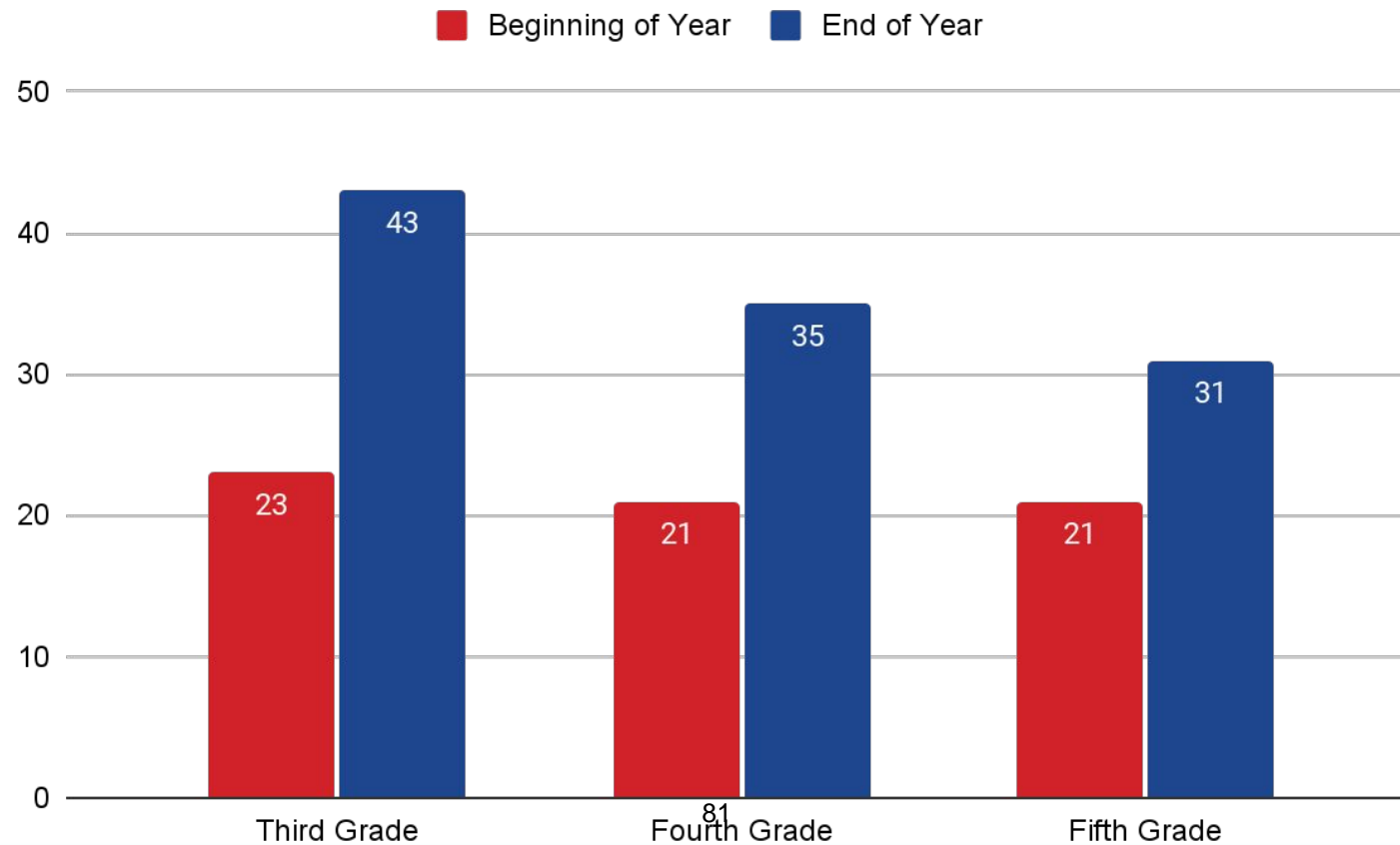
The percentage of Pre-K students on track to develop understanding on the CLI Engage phonological awareness assessment will increase from 86% to 89% by 2028.



The percentage of kindergarten through 2nd grade students who are reading on or above grade level, as measured by mCLASS, will increase from 56% to 70% by 2028.

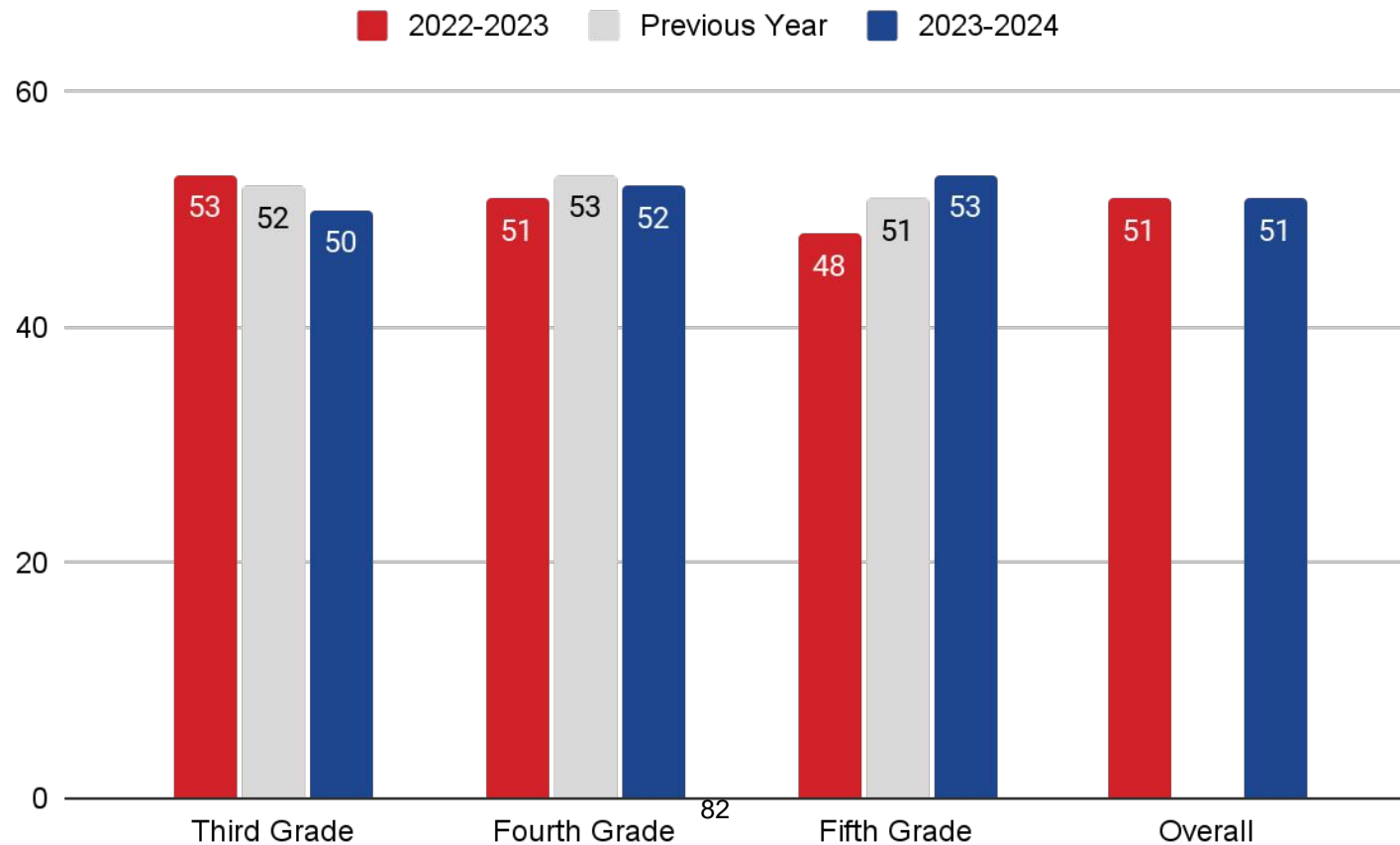
# Third-Fifth Grade Achievement

The percentage of 3rd - 5th grade students who are reading on or above grade level, as measured by iReady

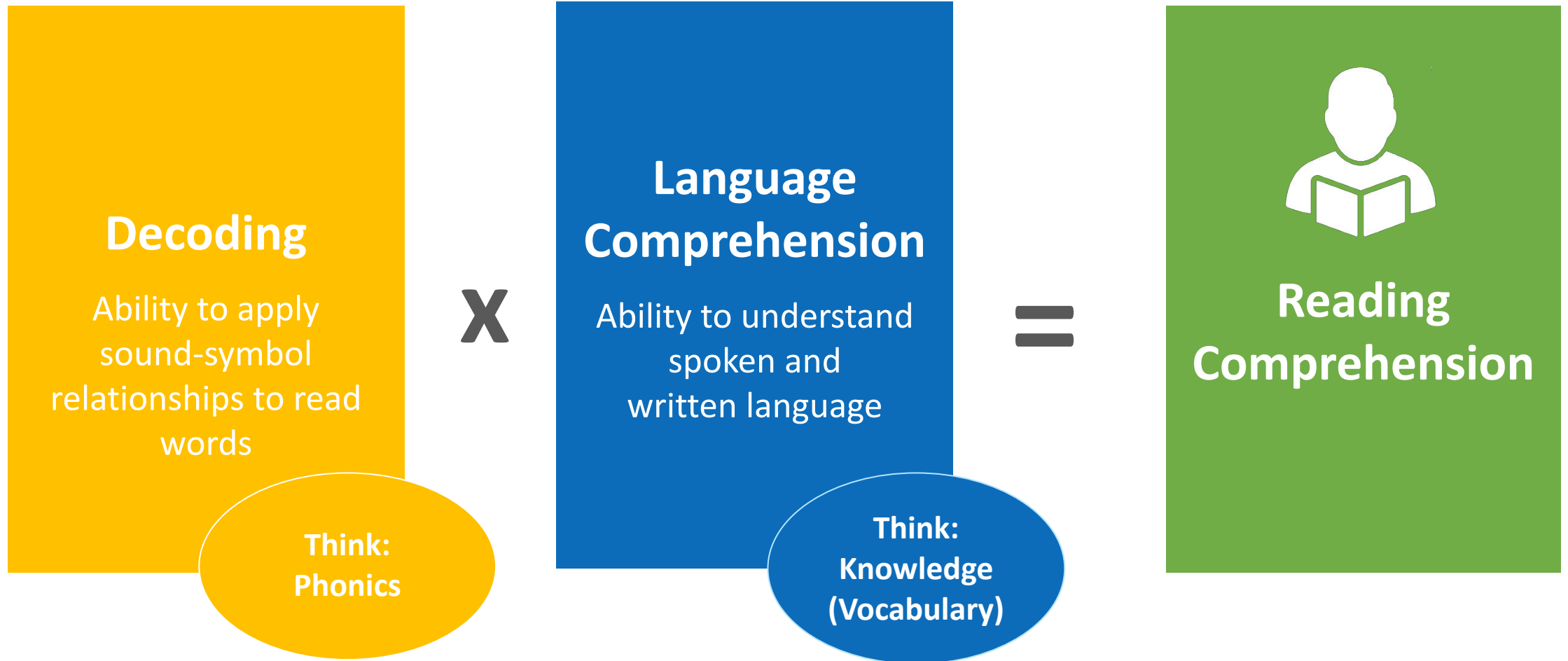


# Third-Fifth Grade Growth

The percentage of 3rd-5th grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP.



# How Do Children Learn to Read?



\*Gough, P.B. & Tunmer, W.E. (1986)

# Given the science: What components are crucial in our curricular design?

## Decoding

Ability to apply  
sound-symbol  
relationships to read  
words

**X**

## Language Comprehension

Ability to understand  
spoken and written  
language

**=**

## Reading Comprehension

- Explicit systematic direct instruction in phonics

- Vocabulary complexity
- Knowledge coherence (not skill coherence)
- Writing (in response to reading)

# The Ladder of Reading (Decoding)



**5% Learning to read seems effortless**

**35%**

**Learning to read is relatively easy with broad instruction**

**40 to 50%**

**Learning to read proficiently requires code-based explicit, systematic, and sequential instruction**

**10 to 15 % (Dyslexia)**

**Learning to read requires code-based explicit/systematic/sequential/diagnostic instruction with many repetitions**

# Strong Instructional Materials Guide Students with Systematic Direct Instruction in Phonics

## Lesson Manual

### Systematic Direct Instruction of Phonics:

- Introduces phonics concepts directly through demonstration and use of clear language.
- Includes explanation, modeling, guided practice, opportunities to practice new learning, and immediate corrective feedback.
- Can occur in whole group, small group, or an individual instructional setting.
- Avoids predictable texts and does not encourage guessing.



**Kindergarten at Bush Elementary  
Phoneme boxes**

### Table of Contents

Letter Lesson Instructions.....	3
Lesson 1 Mm .....	5
Lesson 2 Aa .....	7
Lesson 3 Pp .....	9
Lesson 4 Ss .....	11
Lesson 5 Tt .....	13
Lesson 6 Review Lesson Mm, Aa, Pp, Ss, and Tt .....	15
Lesson 7 Blending Lesson.....	16
Lesson 8 Bb .....	17
Lesson 9 Hh .....	19
Lesson 10 Gg .....	21
Introduce Book 1 .....	23
Lesson 11 Dd .....	24
Lesson 12 Nn .....	27
Lesson 13 Review Lesson Bb, Hh, Gg, Dd, and Nn .....	29
Lesson 14 Rr.....	30
Lesson 15 Ll .....	32
Lesson 16 Cc .....	34
Lesson 17 Jj .....	36
Lesson 18 Ff .....	38
Lesson 19 Review Lesson Rr, Ll, Cc, Jj, and Ff .....	41
Lesson 20 Oo.....	42
Lesson 21 Xx .....	44
Lesson 22 Ii.....	46
Lesson 23 Zz.....	48
Lesson 24 Ww.....	50
Lesson 25 Review Lesson Oo, Xx, Ii, Zz, and Ww .....	52
Lesson 26 Kk .....	53
Lesson 27 Vv .....	55
Lesson 28 Uu .....	57
Lesson 29 Ee.....	59
Lesson 30 Qq .....	61
Lesson 31 Review Lesson Vv, Uu, Ee, and Qq .....	63
Lesson 32 Yy .....	64
Lesson 33 Review Lesson Yy, Ff, Dd, Mm, and Bb .....	66
Lesson 34 Identifying Vowels.....	67
Lesson 35 Aa-long sound .....	68
Lesson 36 Ee-long sound .....	70

# Given the science: What components are crucial in our curricular design, especially given the need to build knowledge?



- Explicit systematic direct instruction in phonics

- Vocabulary complexity
- Knowledge coherence (not skill coherence)
- Writing (in response to reading)

# What texts are selected if teachers look for materials on the Internet?

This is the first online search result for: “grade 5 reading materials teachers free”

## Tuttle the Turtle

Tuttle was snug inside his leathery egg. It was completely dark but he didn't care because he was warm and safe in a nest in the sand. His mother had left Tuttle and his brothers and sisters hidden inside the nest. When she knew her eggs were safe she returned to her place in the ocean. Tuttle and his family were sea turtles.



One day something inside Tuttle told him he was getting too big for his egg. It was time for Tuttle to hatch. It was time for all the baby turtles in the nest to hatch. It is safer to hatch and leave the nest at night. Many predators find baby turtles to be a tasty meal. Birds and mammals will eat baby turtles.

Meanwhile Tuttle worked hard to break open his egg shell. Birds have a brittle egg shell but turtles have a soft shell that is hard to open. It took some time for Tuttle to open his egg using his egg tooth but he worked hard and finally left his shell behind.

But remember, Tuttle's mother had left her eggs buried about twenty inches deep in the sand. Tuttle and the other baby turtles had to dig their way out of the nest but one by one they emerged from the sand.

Tuttle didn't have time to look around at the beach. Tuttle didn't care about the sky or the stars. Instinct told him that his home was in the ocean. Tiny Tuttle wasn't afraid of the big ocean waves that landed on the beach. He ran to the ocean as fast as he could along with dozens of his brothers and sisters who had just hatched too.

Tuttle already knew how to swim and how to hold his breath under water. He knew how to breathe while he was under the water too. Tuttle used his small flippers to swim out into the vast unknown ocean. Tuttle would never come back to land again but his sisters will some day lay their eggs on a sandy beach.

“Grade 5”

Vocabulary Powered by PowerV and Oxford Dictionaries

- snug
- soft
- brittle
- instinct
- leathery
- vast
- unknown
- twenty

1. Where was Tuttle's nest?
  - a. In a tree
  - b. On a beach
  - c. In the grass
  
2. After Tuttle's mother laid her eggs she
  - a. Stayed and kept the eggs warm
  - b. Flew away
  - c. Returned to the ocean
  
3. The safest time for baby turtles to hatch is
  - a. In the morning
  - b. In the afternoon
  - c. At night
  
4. Right after hatching Tuttle had to next
  - a. Dig out of the sandy nest
  - b. Run to the water
  - c. Swim in the ocean
  
5. When Tuttle grows up he will
  - a. Return to the beach every year
  - b. Sometimes return to the beach
  - c. Always stay in the ocean

What kind of instructional materials are available to be used in classrooms?

Grade 5

**Chapter 1**

# An Italian Rebirth

**THE BIG QUESTION**  
What factors inspired the Renaissance movement?

Art, literature, and architecture are forms of expression often communicate what is happening time. Have you ever heard the word *Renaissance*? "rebirth" and comes from both the French and Latin. *Renaissance* describes a **cultural** movement that led to a rebirth of art and then spread throughout most of Europe. This was a **revolutionary** movement that led to the world which the world had never seen before.

The Renaissance movement was **inspired** by ancient Greek and Roman culture and learning. Old ideas were reborn. The Renaissance was a period in literature, art, **philosophy**, science, education and more. This helps to recall what was happening in Europe before.

**What Came Before the Renaissance?**

More than 2,000 years ago, ancient Greece had a rich history of art and architecture. Ancient Greek sculpture was in proportion, and the "perfect" human form. Ancient buildings supported by mighty pillars and columns. Great philosophers, such as Plato and Aristotle, wrote of literature, including Homer's *Iliad* and *Odyssey*.

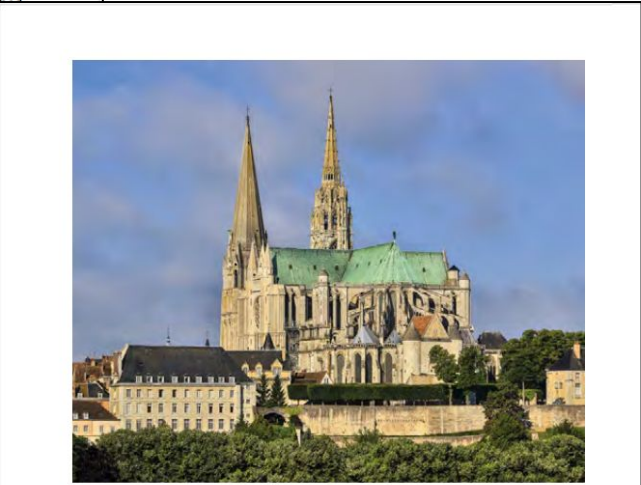
Later, the ancient Romans built upon the ideas and achievements of the Greeks. Like the Greeks, Romans prized sculpture with mythological themes. The Romans also built great structures, such as the Colosseum, and perfected the use of the arch and dome. They left us powerful literature such as the *Aeneid* by Virgil. The mighty Roman armies conquered lands and established a vast empire.

Eventually, different warring tribes invaded the Roman Empire, weakened Rome's power. These warring tribes sought land. The resulting instability greatly diminished the influence of ancient Rome. Slowly but surely new cultural groups, no longer bound by ties to Rome, began to define themselves. The great Roman Empire declined and was eventually divided in half.

**Moving On**

Across western Europe, during the time that is considered to be the start of the Middle Ages, kingdoms and nations began to take shape. Trade, **economy**, laws, and systems of government were established. Cities and towns grew. Architectural styles and designs, among other forms of expression, became unique to the people of a particular land.

While the cultural achievements of the Greeks and Romans were admired, new, home-grown ideas began to thrive. Knowledge of the writings of the ancient Greeks and Romans was left in the hands of the few educated elite in religious houses called monasteries. Some men and women devoted their lives to the Church. Men called monks lived in monasteries. Women called nuns lived in convents. They copied and preserved beautiful Latin writings from a book, yet they had no copy of the monk's sense of Europe which was a new form.



Chartres Cathedral, France

noblemen to poor peasants gave money, materials, and sometimes their labor to help build the magnificent churches of the Middle Ages.

During the Middle Ages, impressive castles were constructed across the European landscape. Kings battled each other for land, and nations were born. People thought a lot about the path to heaven. Art was created to honor God, or to communicate stories from the Bible, which was important because few people were able to read during this time. To express religious devotion, medieval artists created stylized religious figures and moved away from the natural human form common in ancient Greek and Roman art.

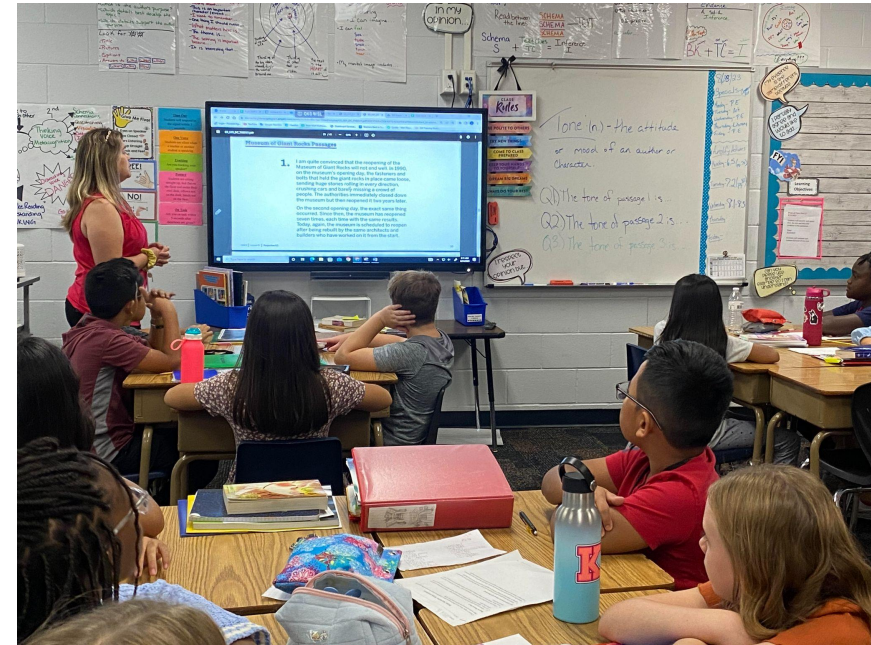
But, as you know, history does not stand still. Things change and new ideas emerge. So along came the Renaissance movement. Yet how, and why, the Renaissance movement emerged is the question.

Vocabulary Chart for Chapter 1, "An Italian Rebirth"		
Vocabulary Type	Tier 3 Domain-Specific Words	Tier 2 General Academic Words
Core Vocabulary	philosophy patron	expression cultural revolutionary inspire economy values intellect
Multiple-Meaning Core Vocabulary Words	patron	expression
89		
Sayings and Phrases	the likes of which	



**Greathouse Elementary**  
@GreathouseElem1

Mrs. McCracken's 2nd grade class sharing their newly acquired knowledge of Spartans! Their excitement and connections beyond the classroom were out of this world! @tricia\_teran @AlexEdwardsMISD #MISDProud



**Fifth grade at Bush Elementary  
Museum of the Rocks**

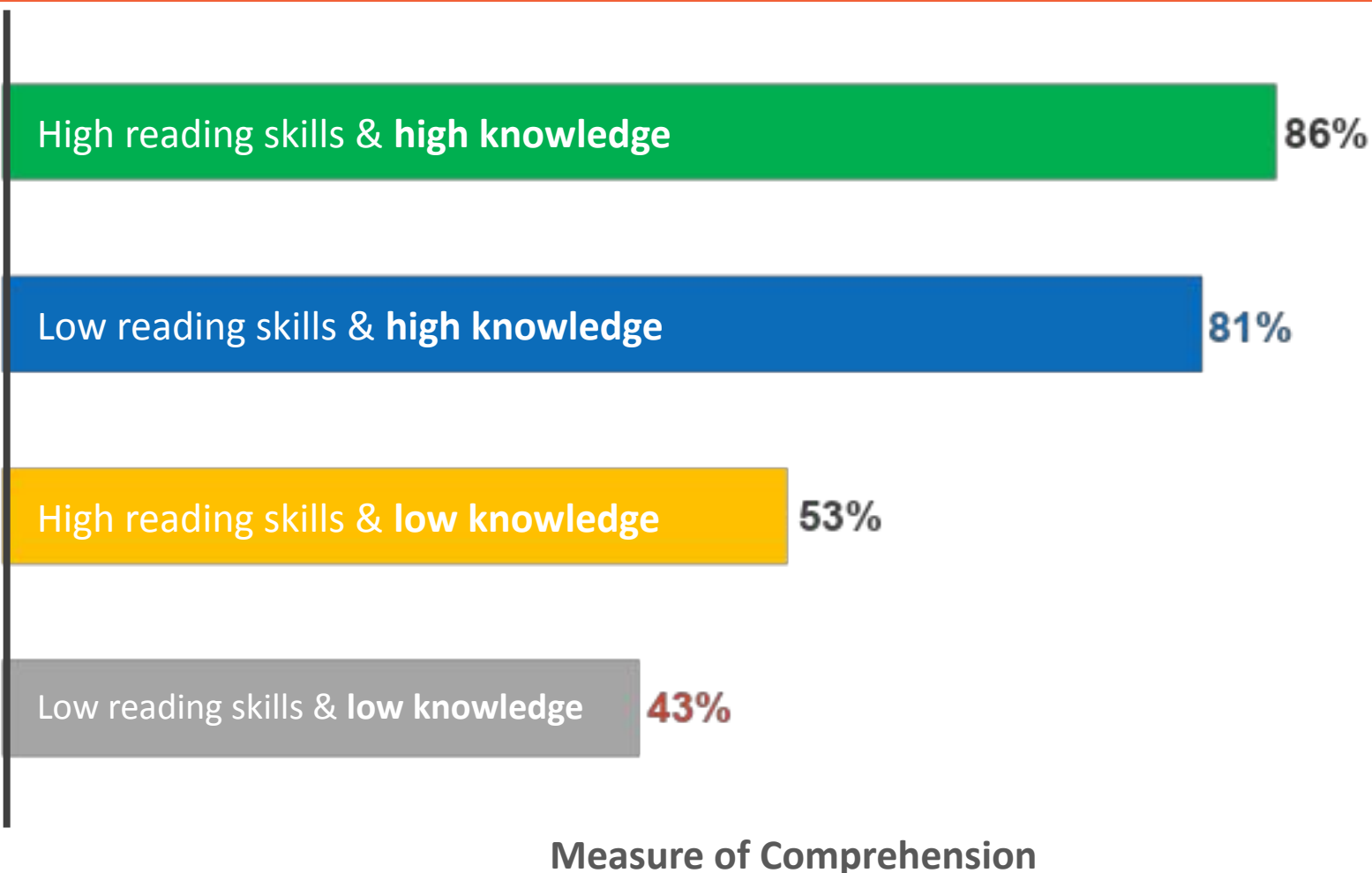
**Building  
Knowledge**

# We Must Build Both Decoding and Knowledge...

**Reading Skills**  
*(Decoding)*

**Knowledge**  
*(Language Comprehension)*

... but Knowledge is most important



## Writing must be taught explicitly, not just assigned and evaluated.



- sentences
- paragraphs
- whole texts



...in the context  
of curricular  
content

“A student cannot invent a structure she has never seen before. She cannot intuit the concept of ‘thesis statement’ if she has never worked to develop one”  
(Ginty et al. 2016).

Ginty, Eloise, et al.. “A Powerful Tool: Writing Based on Knowledge and Understanding.” *American Educator*, 2016.

Graham, Steve, and Dolores Perin. *Writing Next: Effective Strategies to Improve Writing of Adolescents in Middle and High Schools*. Washington, DC: Alliance for Excellent Education, 2007.

# Next Steps

1. Reset and reframe with leaders and teachers
2. Disaggregate Data
3. Introduce Curriculum Frameworks - August
4. Decide as a district if we shift to Open Education Resource  
(State Board approval - November 2024)



Midland Independent School District







# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Shannon Torres Executive Director of School Leadership, and  
Jasmine Huerta, Communications Specialist

**Subject:** Strategic Plan Quarterly Update #3

### District Report

**Executive Summary:**

Presenting quarterly report to Board of Trustees to update on progress of the Strategic Plan Oversight Committee (SPOC). Report will include: purpose of SPOC, three Initiative updates, and communication regarding progress towards targets of Strategic Plan goals.

**Contact Person:**

Cyndi Pyles, Director of School Leadership, and  
Jasmine Huerta, Communications Specialist



# **STRATEGIC PLAN OVERSIGHT COMMITTEE**

## **Quarterly Board Update**

**June 25, 2024**

Shannon Torres, Executive Director of School Leadership  
Jasmine Huerta, Communications Specialist<sup>97</sup>  
**SPOC Coordinators**



# STRATEGIC PLAN



## STUDENT EXPERIENCE

Create learning environments that prepare students for meaningful opportunities post-graduation.



## GROW & DEVELOP STAFF

Retain and recruit high-quality staff to continuously improve operations and instruction.



## ENGAGE & ACT

Cultivate trust and partnership through meaningful communication with the entire Midland community.



# Purpose of Strategic Plan Oversight Committee (SPOC)

- According to research, between **60% and 90% of strategic plans never fully execute**. Factors include dwindling momentum, sustainability, and incremental abandonment.
- To avoid failure to launch, **each month Initiative Owners from each pillar report to the SPOC to ensure the work remains at the forefront of the district's commitment to its Strategic Plan**. Initiative Owners are assigned a Sponsor, who also guides and supports the work.
- **Quarterly board updates** will keep both the Board of Trustees and public informed.
- During SPOC meetings, The **MISD District Scorecard uses consistent data sources** and regular progress monitoring to avoid common pitfalls of strategic planning. **SPOC members engage and push Initiative Owners** forward through targeted questions, meaningful feedback, and urgency.
- **SPOC members determine if an Initiative is “on-track,”** and SPOC may request the Initiative Owner to present again at a future SPOC meeting.



# Presenting Updates on Initiatives 2.3, 3.2, 4.1 and 4.2

Goal	Pillar	Initiative
<b>Goal 2: Improve academic support and career preparation</b> for students to ensure readiness for college, employment, or military service upon graduation.	<b>Student Experience</b>	<b>Initiative 2.3: Foster a cohesive and engaging learning environment through curriculum alignment</b> consistent across all grades and promote teacher collaboration to develop cross-curricular projects that deepen students' interconnected understanding of subjects.
<b>Goal 3: Research, plan and implement new school safety infrastructure, facility updates</b> and transportation operations that maximize instructional time.	<b>Student Experience</b>	<b>Initiative 3.2: Optimize school facilities</b> through preventive maintenance, addressing aging facility needs and reconfiguring layouts to create conducive environments for student learning and educational excellence.
<b>Goal 4: Cultivate nurturing and supportive environments</b> for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.	<b>Student Experience</b>	<b>Initiative 4.1: Assess and evaluate the effectiveness of discipline strategies and support systems</b> , implementing impactful leadership practices to maximize their influence and drive better outcomes, while making necessary adjustments to ensure continuous improvement.
		<b>Initiative 4.2 : Develop and implement clear behavior and discipline expectations</b> to empower teachers to better manage classrooms and promote academic engagement.

# SPOC Strategic Plan Update

## Student Experience



### **Goal 2:**

**Improve academic support and career preparation** for students to ensure readiness for college, employment, or military service upon graduation.

### **Initiative 2.3:**

**Foster a cohesive and engaging learning environment through curriculum alignment** consistent across all grades and promote teacher collaboration to develop cross-curricular projects that deepen students' interconnected understanding of subjects.

**Executive Sponsor: Ashley Osborne**  
**Initiative Owner: Dr. Amanda Melchor**  
**Executive Director of Secondary Teaching & Learning**

Presented to SPOC on April 25, 2024

# General Overview: 2.3 Foster a cohesive & engaging learning environment through curriculum alignment

## Past Accomplishments

- Adoption of New Curriculum Resources
  - K-5 Math
  - K-12 Science
  - PFL & Economics
- AVID
- District PLCs
- C3 Steering Committee (ACCESS)

## Upcoming Work and Milestones

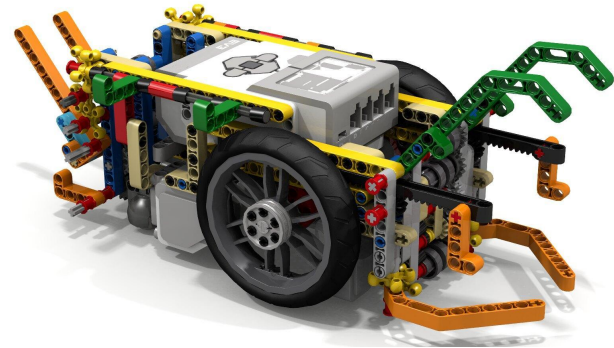
- Professional Development and curriculum collaboration
  - Social Studies and ELAR
  - AVID
  - Advanced Academics- *Depth and Complexity*
- Teacher vertical collaboration
  - 6th - 8th Grade
  - 9th-12th Grade
- Ongoing C3 Initiative Work
- Consistent student expectations for Advanced Academics Courses

102

# Cross-Curricular Projects




**College &  
Career  
Connections**

Midland College | Midland Independent School District



103

# Progress Update 2.3: Foster a cohesive & engaging learning environment through curriculum alignment

Strategy		Brief Description of Work	Due Date	Deliverable Key Milestones	On Schedule?
1.	Curriculum Alignment	Adv. Aca. vertical alignment teams	Ongoing	August 2024	
2.	Cross-curricular Projects	Collaboration to provide opportunities to students and teachers to grow	Ongoing	August 2024	
3.	AVID	Orientation meetings and Summer Institute	Ongoing	August 2024	

# SPOC Strategic Plan Update

## Student Experience

**Goal 3: Research, plan and implement new school safety infrastructure, facility updates and transportation operations that maximize instructional time.**

**Initiative 3.2: Optimize school facilities** through preventive maintenance, addressing aging facility needs and reconfiguring layouts to create conducive environments for student learning and educational excellence.

Executive Sponsor: Cortney Smith  
**Initiative Owner: Nick Stone**  
**Facility Design Services Director**

105

Presented to SPOC on May 8, 2024



# General Overview: 3.2 Optimize School Facilities

## Past Accomplishments

### Outdoor Spaces

Scharbauer Playground	DeZavala Roof
Bowie Playground	Long Irrigation and Sod
Rusk Playground	South Shade
Santa Rita Playground	MISD Concession Renovation
Ben Milam Playground	MHS Fencing
Greathouse Playground	Scharbauer Fencing
Bunch Turf and Track	Ag Barn Fencing
Bonham Exterior Lighting	

### Accessibility

Ben Milam Drive & Walking Track	Bunche Pickup & Parking
Bonham Entrance	Franks Office Reconfiguration
Alamo Entrance & Vestibule	YWLA Renovations
MHS Elevator	

### Facility Updates

Legacy Asbestos Abatement	Rusk Chiller Replacement
Scharbauer Concrete	Nutrition Equipment HVAC
Legacy Youth Center Flooring	Scharbauer Water Well Installations
Legacy Auditorium Carpet	Scharbauer Carpet
Burnet Flooring	Scharbauer Stainless Steel Partitions
Warehouse HVAC	Support Center HVAC

## Upcoming Work and Milestones

### Outdoor Spaces

Memorial Stadium LED Lighting	MAP Roof
Legacy Parking Lighting	Emerson Roof
MHS Parking Lighting	Scharbauer Irrigation
Legacy HS Parking Lot	Henderson Irrigation
MHS Teacher Parking Lot	South Irrigation
Milam Elementary Roof	

### Accessibility

Abell JHS Dropoff & Parking	Goddard Elevator
San Jacinto Elevator	Carver Bathrooms

### Facility Updates

South Flooring	Ag Barn Renovations
Bonham Elementary Flooring	Phase III of RO
De Zavala Elementary Flooring	HVAC Projects
Henderson Elementary Flooring	Scharbauer Flooring



# Completed Outdoor Projects



107

# Completed Accessibility Upgrades







108

# Completed Facility Updates



# Progress Update: 3.2 Optimize School Facilities

Strategy		Brief Description of Work in Each Strategy	Expected Due Date	Deliverable or Key Milestone of this Initiative	On Schedule
1.	Identify recurring maintenance areas of need	No longer continuously repair, but replace with new and updated units/material	ONGOING	HVAC Projects, RO Projects, Roofing, Flooring, Irrigation, & Playgrounds	
2.	Be proactive, not reactive	Address areas ahead of time to prevent issues from occurring.	ONGOING	Integrated Pest Management (IPM) Project	
3.	Follow a Preventive Maintenance Plan	Practicing regular and routine maintenance ensures things are fixed before they break	ONGOING	HVAC filter replacements, Paint Refresh, Carpet Refresh, Playground/mulch, Lawn Care, RO Filters & Hoses	
4.	New Elementary School Construction	Planning, design, and construction of new school	Aug 2025  110	New school opens on time and under budget.	

# SPOC Strategic Plan Update

## Student Experience

**Goal 4: Cultivate nurturing and supportive environments** for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.

**Initiative 4.1: Assess and evaluate the effectiveness of discipline strategies and support systems**, implementing impactful leadership practices to maximize their influence and drive better outcomes, while making necessary adjustments to ensure continuous improvement.

**Initiative 4.2: Develop and implement clear behavior and discipline expectations** to empower teachers to better manage classrooms and promote academic engagement.

Executive Sponsor: Robert Cedillo

**Initiative Owners: Shannon<sup>111</sup> Torres, Executive Director of School Leadership  
Heather Clark, Director of Guidance and Counseling**

Presented to SPOC on May 8, 2024



# General Overview: 4.1 Assess & Evaluate Effectiveness of Discipline Strategies & Support Systems

## Past Accomplishments

- Annual Chapter 37 Discipline Training for all campus administrators
- Train all administrators on MTSS-B and PBIS
- Sent Fall and Spring communication to parents regarding expectations and consequences
- Consistent disciplinary placements for aggressive behaviors
- Increased collaboration between Administration and MISD Police Department
- Transition meetings to ensure campuses are prepared to support new students

## Upcoming Work and Milestones

- iLead District-wide training and Implementation
- Assistant Principal Coaching and Tiered Professional Development
- Consistent DAEP Processes
- Leadership Summit training for Assistant Principals and Campus Principals

# General Overview: 4.2 Develop and implement clear behavior and discipline expectations

## Past Accomplishments

- Increased Counseling Support
- Additional Behavior Support
- Tier 1 Implementation Professional Learning Milestones
  - MTSS-B Overview Professional Learnings
  - New MTSS-B Team Members Orientation
  - Classwide PBIS Training
  - Collaborative Training Efforts
  - Talent Development Support
  - Restorative Practices Integration
  - Trauma Informed Care
  - Campus Implementation of mandated Character Education TEKS
- Tier 1 Full Implementation at 30 MISD campuses
- Data Systems Integration
- Tier 2 and 3 Implementation Planning

## Upcoming Work and Milestones

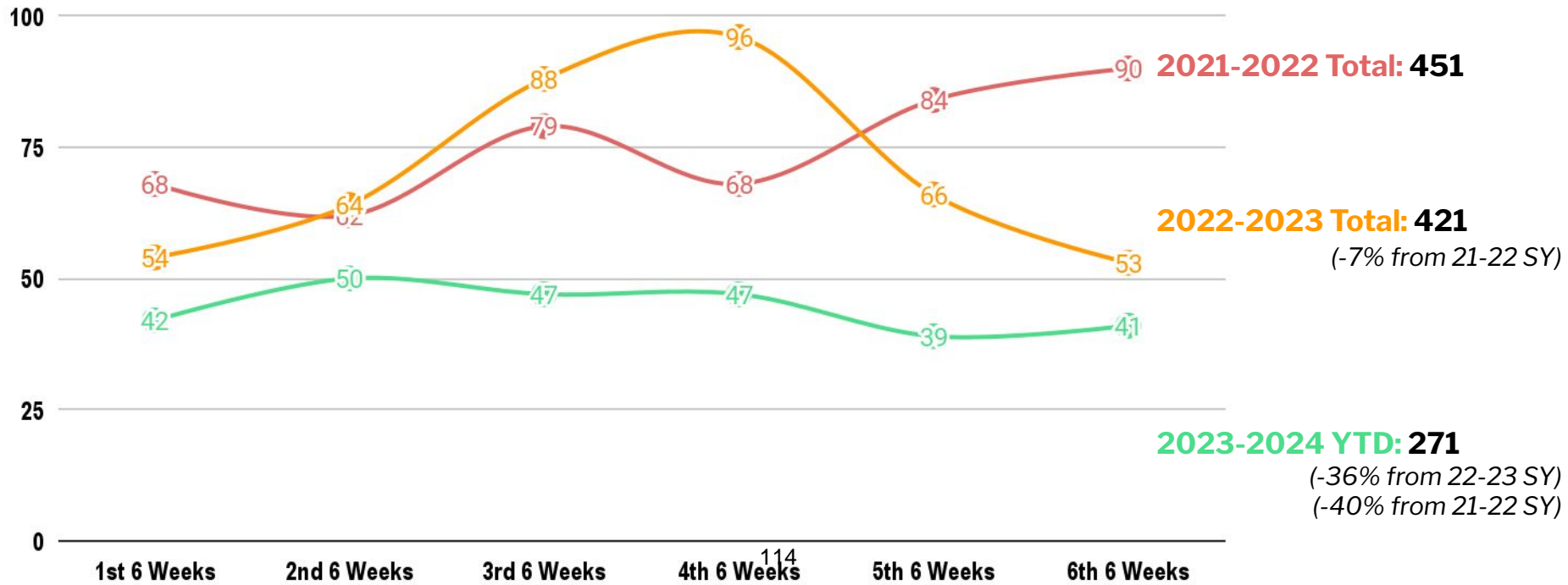
- PD during Elevate and Leadership Summit
- Planning for back to school PD for new MTSS-B Tier 1 Team Members
- Behavior Specialists creating tiered lists of schools based off of ODR data and will begin focusing support on those campuses
- Planning for Tier 2 & 3 Administrator training

113





# Reduction of Aggressive Behaviors Across Campuses

## 41- Fighting/Mutual Combat | # of Occurrences District Wide

● 2021-2022 ● 2022-2023 ● 2023-2024



# Progress Update 4.1 & 4.2: Assess and evaluate the effectiveness of discipline strategies and support systems & develop and implement clear behavior and discipline expectations

Strategy		Brief Description of Work in Each Strategy	Expected Due Date	On Schedule
1.	MTSS-B implementation	Campus developed Behavior Management Flow Charts/Matrix	August 2024	
2.	PBIS implementation	Campus developed reward system to acknowledge positive behavior	August 2024	
3.	Character Education implementation	i-Lead district wide implementation- administrators trained in June and campuses will train during Back to School PD	August 2024	
	Professional Development	115 PD at Leadership Summit and Elevate	August 2024	

# Rewarding Positive Behavior & Sharing Clearly Posted Expectations



Pop-Up Store will be located close to the auditorium entrance on the following days:  
Dec 19th, Jan 30th, Feb 27th, March 26th,  
April 30th & May 14th.  
Have the App open to redeem your points.




Hallway		Playground	
<p><b>We Are Safe!</b></p> <ul style="list-style-type: none"> <li>Walk in single file line</li> <li>Hands and feet to self</li> <li>Walk at all times</li> <li>Walk on the right side of the hallway</li> </ul>	<ul style="list-style-type: none"> <li>Keep hands and feet to self</li> <li>Stay away from animals/report to teacher immediately</li> <li>Use all playground equipment correctly</li> <li>Stay within playground boundaries</li> </ul>		
<p><b>We Are Respectful!</b></p> <ul style="list-style-type: none"> <li>Face front</li> <li>Keep personal space</li> <li>Follow directions</li> </ul>	<p><b>We Are Respectful!</b></p> <ul style="list-style-type: none"> <li>Share and take turns</li> <li>Include others</li> <li>Follow directions</li> </ul>		
<p><b>We Are Responsible!</b></p> <ul style="list-style-type: none"> <li>Voice level zero</li> <li>Leave property alone- no touching</li> <li>Take care of yourself</li> <li>Keep hallways clean of trash</li> </ul>	<p><b>We Are Responsible!</b></p> <ul style="list-style-type: none"> <li>Bring in what you take out</li> <li>Line up quickly and quietly</li> <li>Do the right thing even when an adult is not watching</li> </ul>		



## Remarkable Rebels Displaying EXCELLENCE



# Progress Update 4.1 & 4.2: Assess and evaluate the effectiveness of discipline strategies and support systems & Develop and implement clear behavior and discipline expectations

Success Metric		Progress Update	Deliverable or Key Milestone of this Initiative	Expected Due Date	On Schedule
1.	Reduced aggressive behavioral issues across campuses	fighting/mutual combat occurrences decreased by 36% since the 2022-2023 SY	Discipline data and number of referrals	June 2024	
2.	Increased staff satisfaction in terms of feeling supported	90% of staff reported that they feel like they are supported on their campus (Fall 2023 & Spring 2024)	K-12 Climate Survey	May 2024	
3.	Reduced assaults across campuses	Offenses coded as "assault" decreased by 40 incidents since the 2022-2023 SY	Discipline data and number of referrals 117	June 2024	

# Upcoming SPOC Milestones:

- ◆ Timeline for 24-25 Reporting
- ◆ Designate Initiative Owners and Executive Sponsors
- ◆ Finalize End-of-Year Metrics for publication







# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Ms. Erin Bueno

**Subject:** 2023-2024 Preliminary STAAR Performance Report

### Report Item

#### **Board Goal.**

Goal 1- The percentage of 3rd-grade students who score Meets Grade Level Performance or above on the Reading Language Arts STAAR assessment will increase from 41% to 55% by 2028. (data source: TAPR)

Goal 2-The percentage of 3rd-grade students who score Meets Grade Level Performance or above on the Math STAAR assessment will increase from 38% to 50% by 2028.  
(data source: TAPR)

Goal 3 - The percentage of 4th-English II students who meet or exceed their Reading Language Arts STAAR Annual Growth will increase from 55% to 71% by 2028. (data source: TAPR)

Goal 4: The percentage of 4th-Algebra 1 students who meet or exceed their Math STAAR Annual Growth will increase from 61% to 71% by 2028. (data source: TAPR)

#### **Executive Summary:**

The board will hear a preliminary summary of STAAR Scores,

#### **Estimated Time to Prepare Agenda Item:**

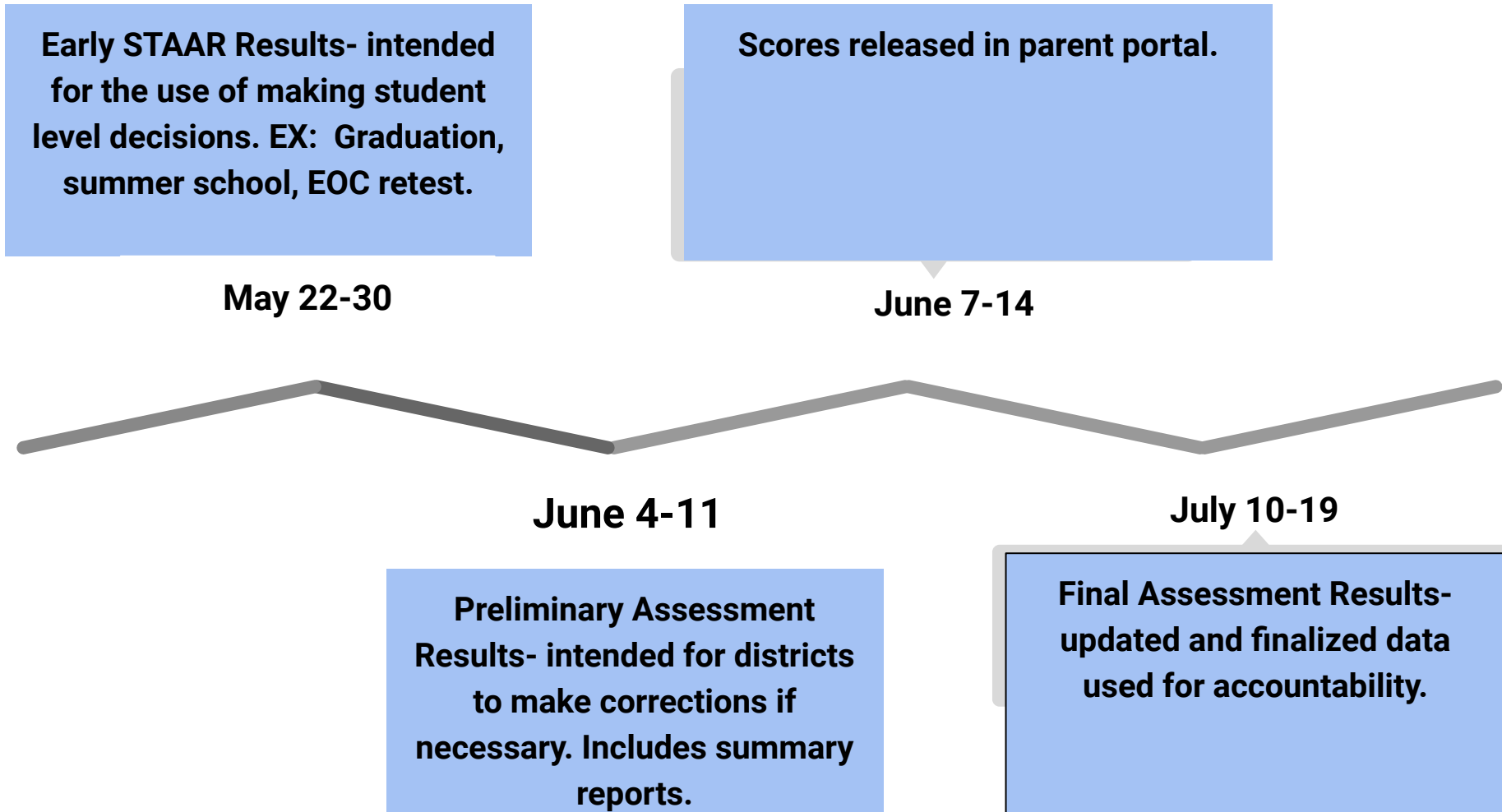
1 Hour

#### **Contact Person:**

Ms. [Erin Bueno](#)

# Preliminary STAAR Data 2023-2024

# STAAR Testing Reporting Events



# Recap of 2024 State Assessment

The 2023 STAAR assessment was [redesigned](#) due to House Bill (HB) 3906, passed by the 86th Texas Legislature in 2019. New components include:

- Online Testing and Accommodations
- New Question Types
- Cross-Curricular Passages
- Evidence-based Writing

In 2024, the scores for RLA reflect the first implementation of automated scoring by TEA.



# Test Design & Passing Standards

# Passing Standards



## Masters Grade Level

Performance in this category indicates that students are **expected** to succeed in the next grade or course with little or no academic intervention.



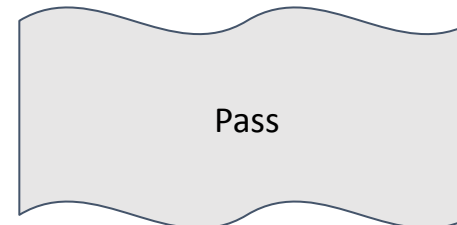
## Meets Grade Level

Performance in this category indicates that students have a **high likelihood** of success in the next grade or course but may still need some short-term, targeted academic intervention.



## Approaches Grade Level

Performance in this category indicates that students are **likely** to succeed in the next grade or course with targeted academic intervention.




## Did Not Meet

Performance in this category indicates that students are **unlikely** to succeed in the next grade or course without significant, ongoing academic intervention.



# State and District Student Achievement

2024 Spring Preliminary



# Reading Language Arts

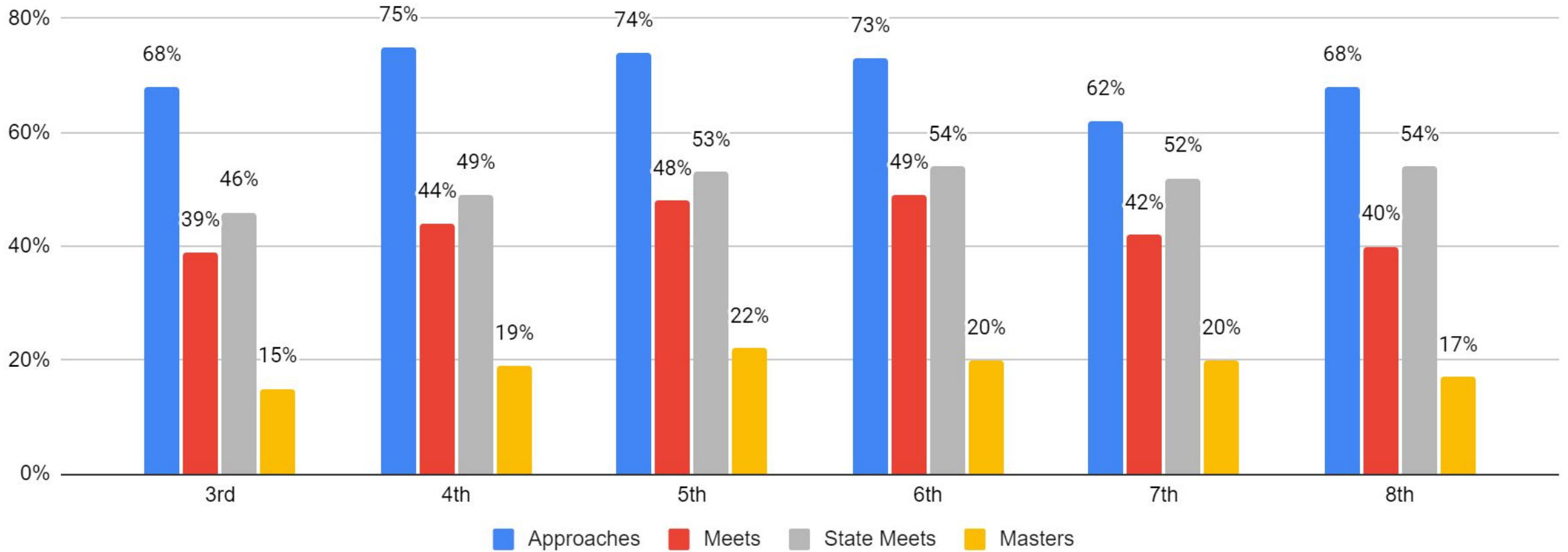
## 3-8

# Student Achievement Increase Compared to 2023

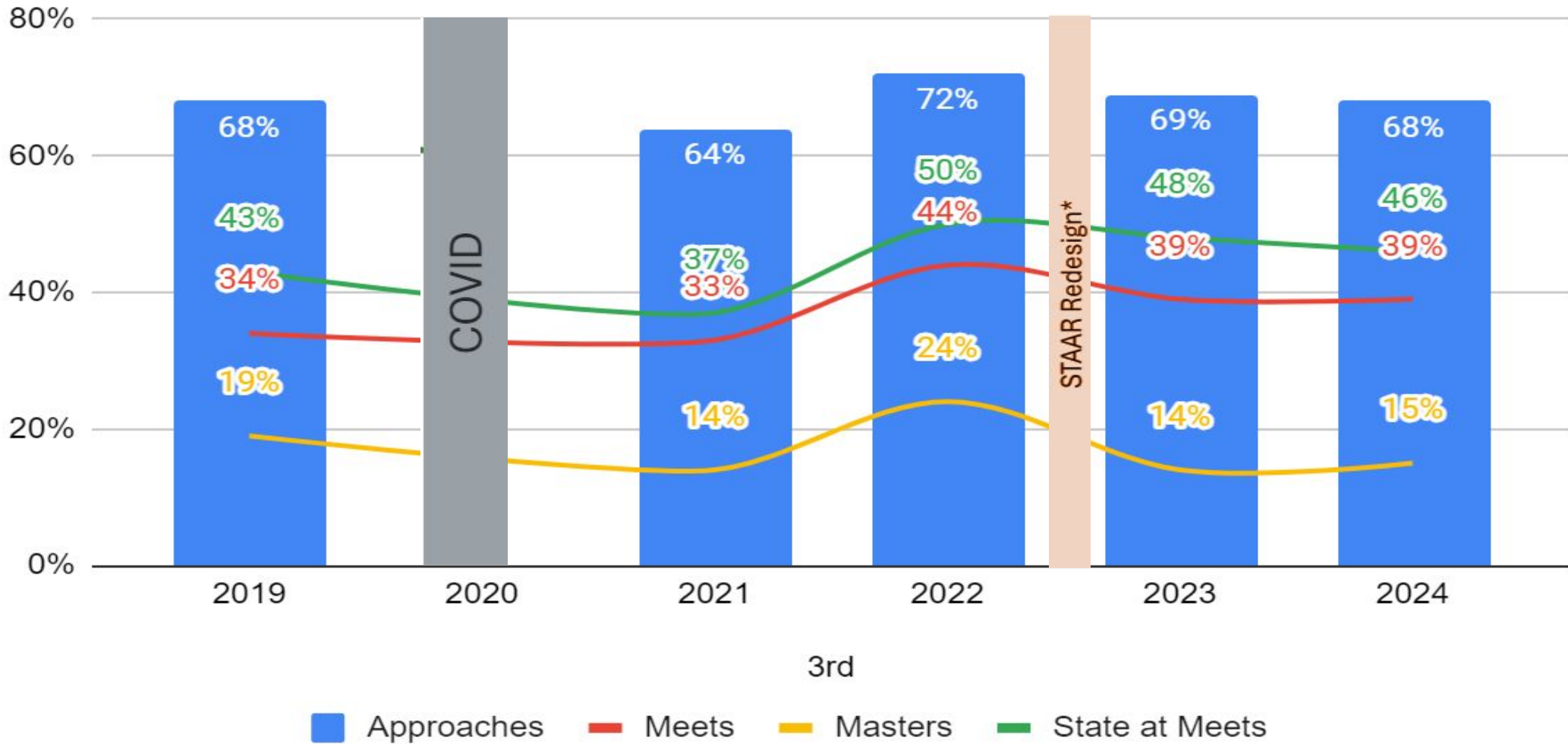
Student Achievement	Approaches	Meets	Masters
RLA	26%	62%	62%
Math	33%	46%	38%
Science	28%	26%	36%
Social Studies	42%	42%	67%

# 3-8 RLA

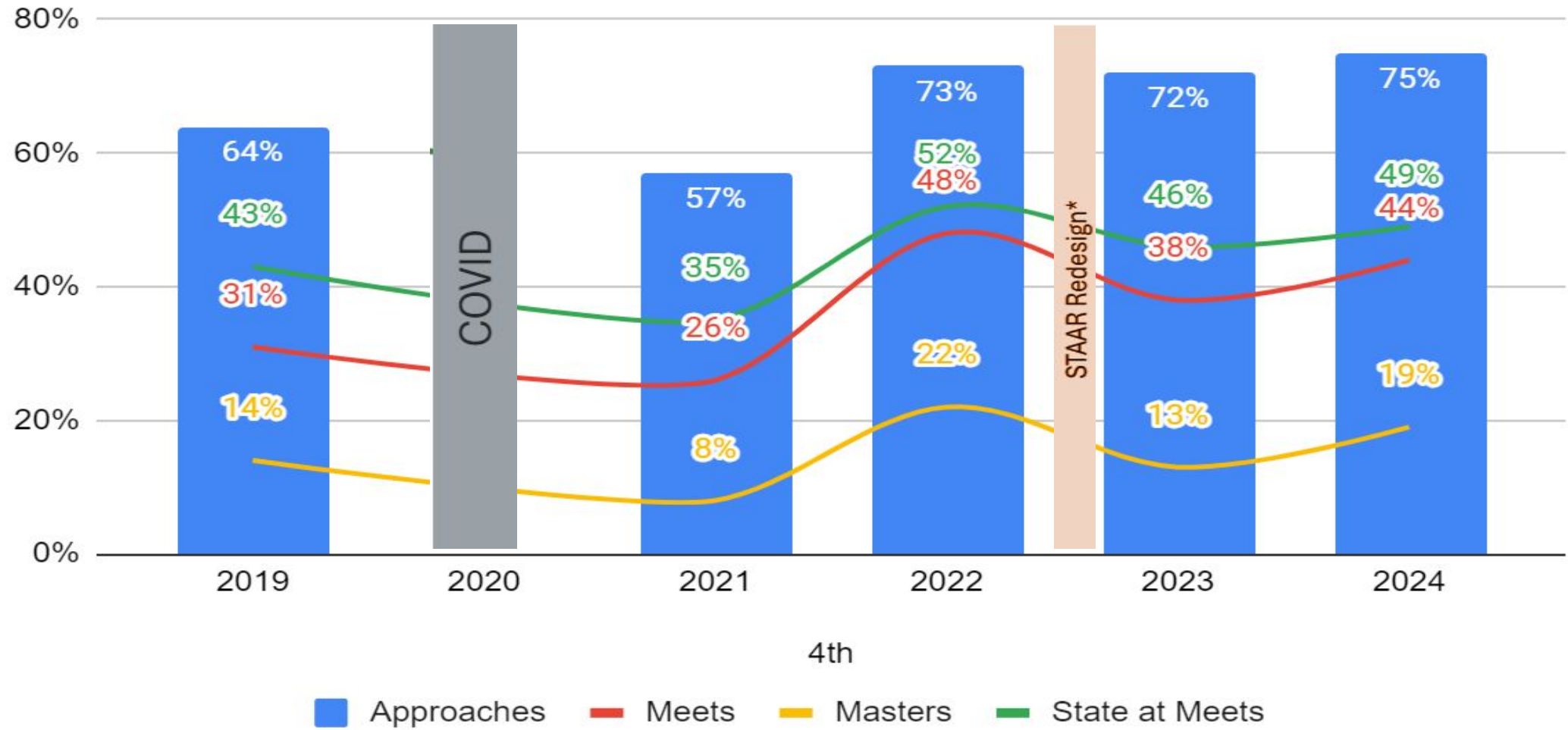
## Reading Language Arts



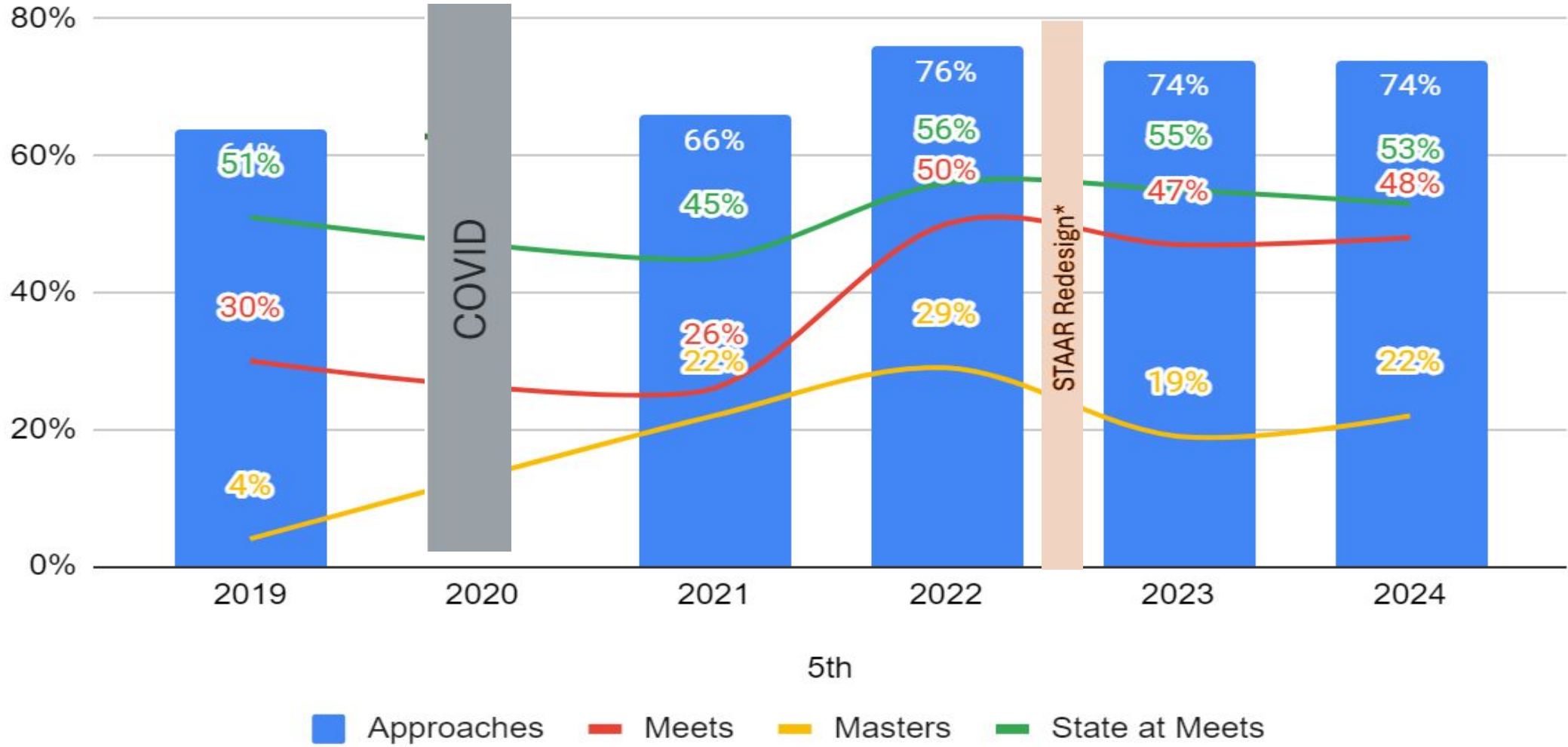
# 3rd RLA



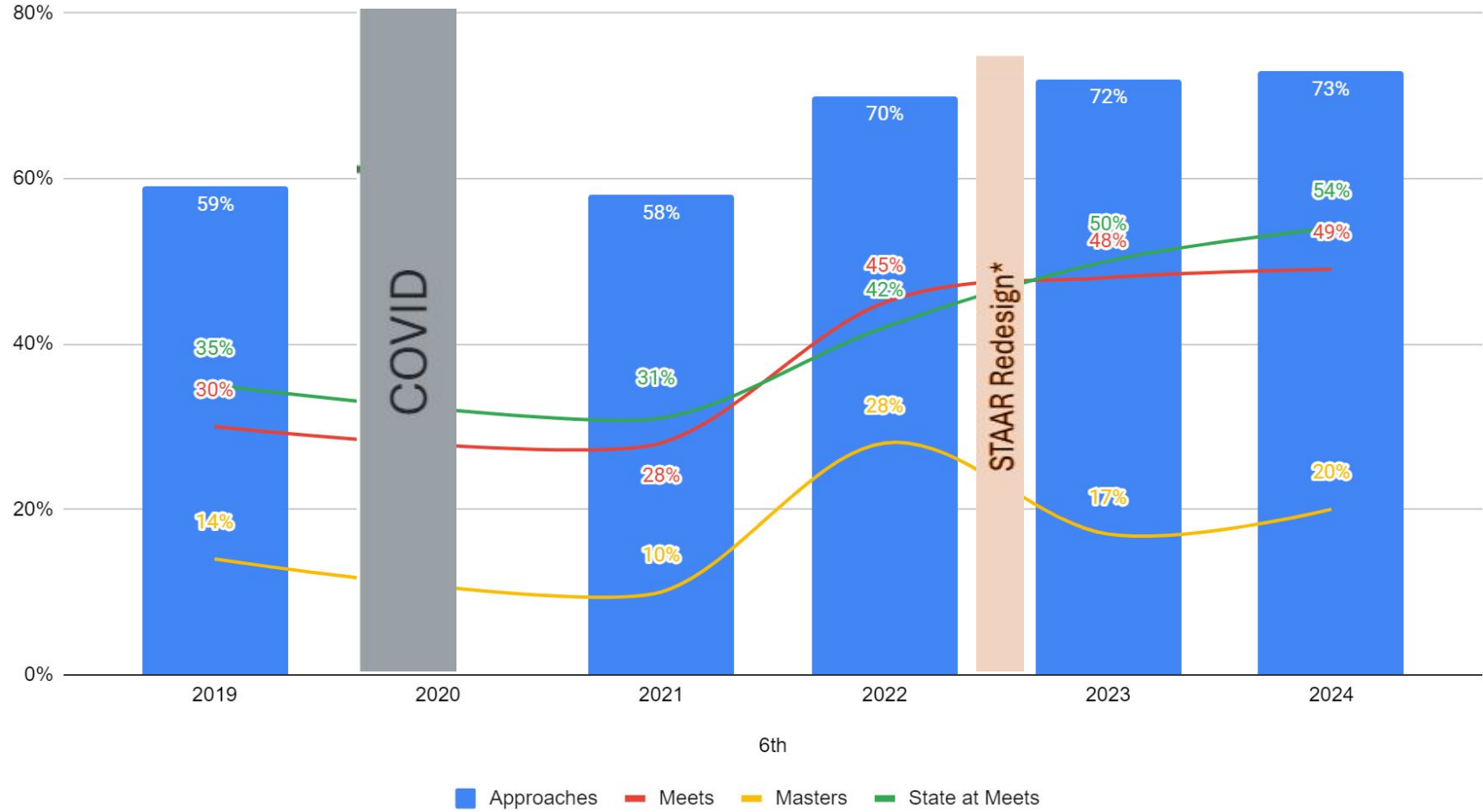
# 4th RLA



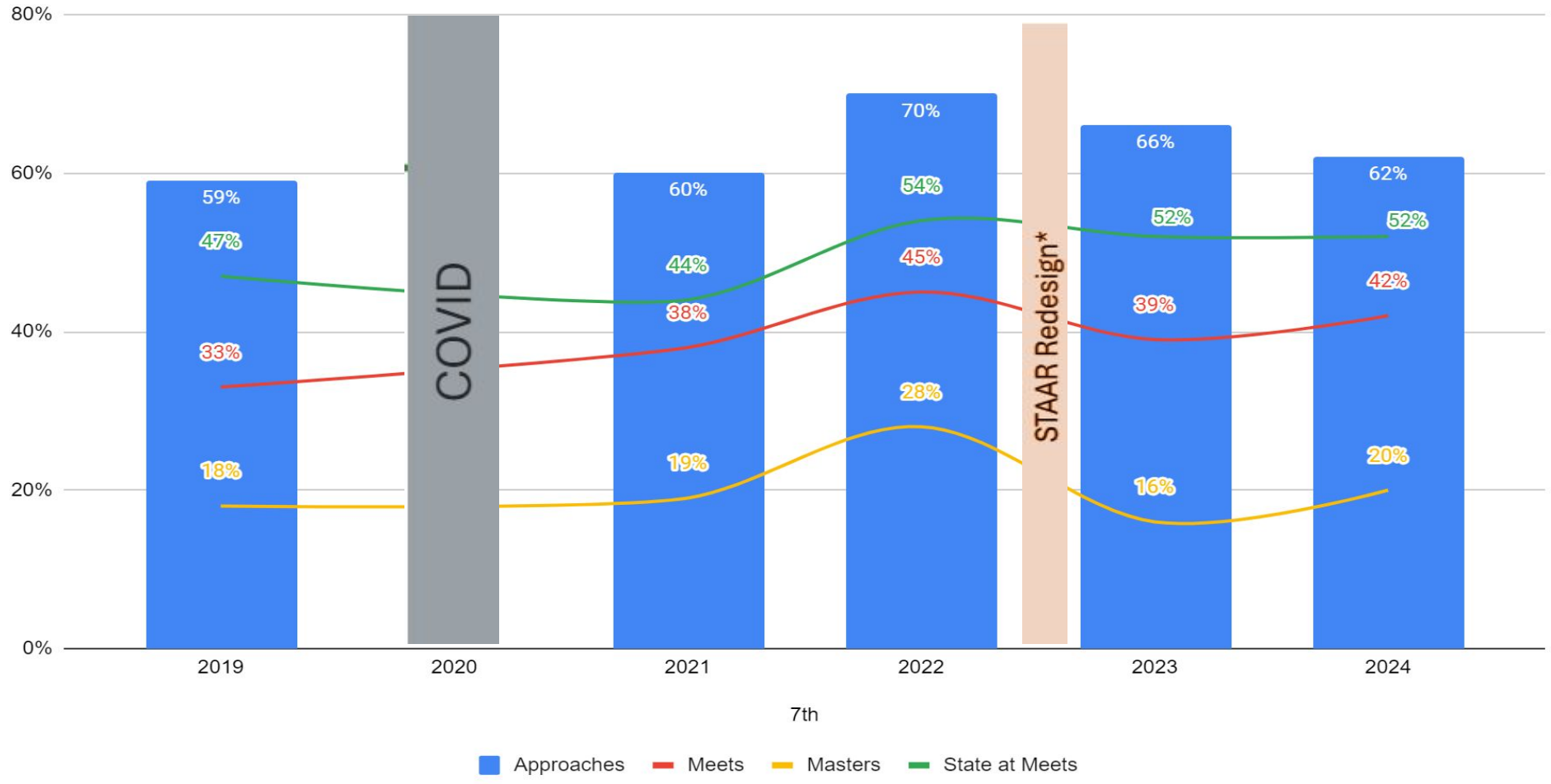
# 5th RLA



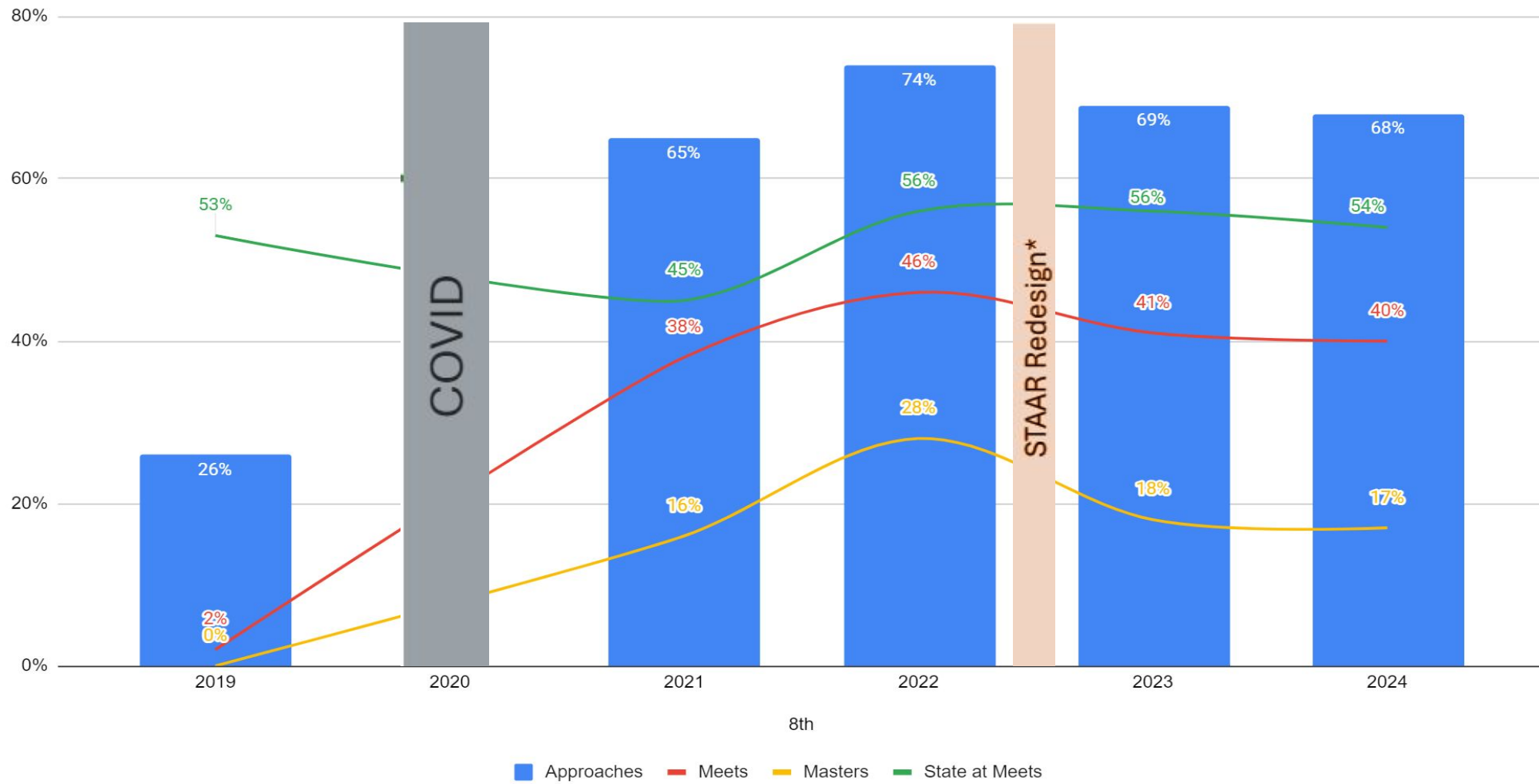
# 6th RLA



# 7th RLA



# 8th RLA



RLA	Performance	Spring (State) 2023	Spring (State) 2024	Spring (MISD) 2023	Spring (MISD) 2024	Change in Meets
3rd	Approaches	75%	72%	69%	68%	
	Meets	48%	46%	39%	39%	No Change
	Masters	19%	20%	14%	15%	
4th	Approaches	76%	79%	72%	75%	
	Meets	46%	49%	38%	44%	6
	Masters	21%	22%	13%	19%	
5th	Approaches	80%	78%	74%	74%	
	Meets	55%	53%	47%	48%	1
	Masters	28%	28%	19%	22%	
6th	Approaches	75%	75%	72%	73%	
	Meets	50%	54%	48%	49%	1
	Masters	21%	25%	17%	20%	
7th	Approaches	77%	72%	66%	62%	
	Meets	52%	52%	39%	42%	3
	Masters	26%	28%	16%	20%	
8th	Approaches	82%	79%	69%	68%	
	Meets	56%	54%	41%	40%	-1
	Masters	27%	28%	18%	17%	136

**RLA highest performing campuses (MEETS):**

1882 Partnerships: Carver-98%, Young Women’s-95%, Sam Houston-53%

MISD: Bowie Fine Arts- 71% (Choice), Greathouse-59%, Emerson 54%, Rusk 53%,

**RLA lowest performing campuses (MEETS):**

1882 Partnerships: Bunche 20%, Goddard Junior High-38%, IDEA Travis- 40%, Lamar-36%.

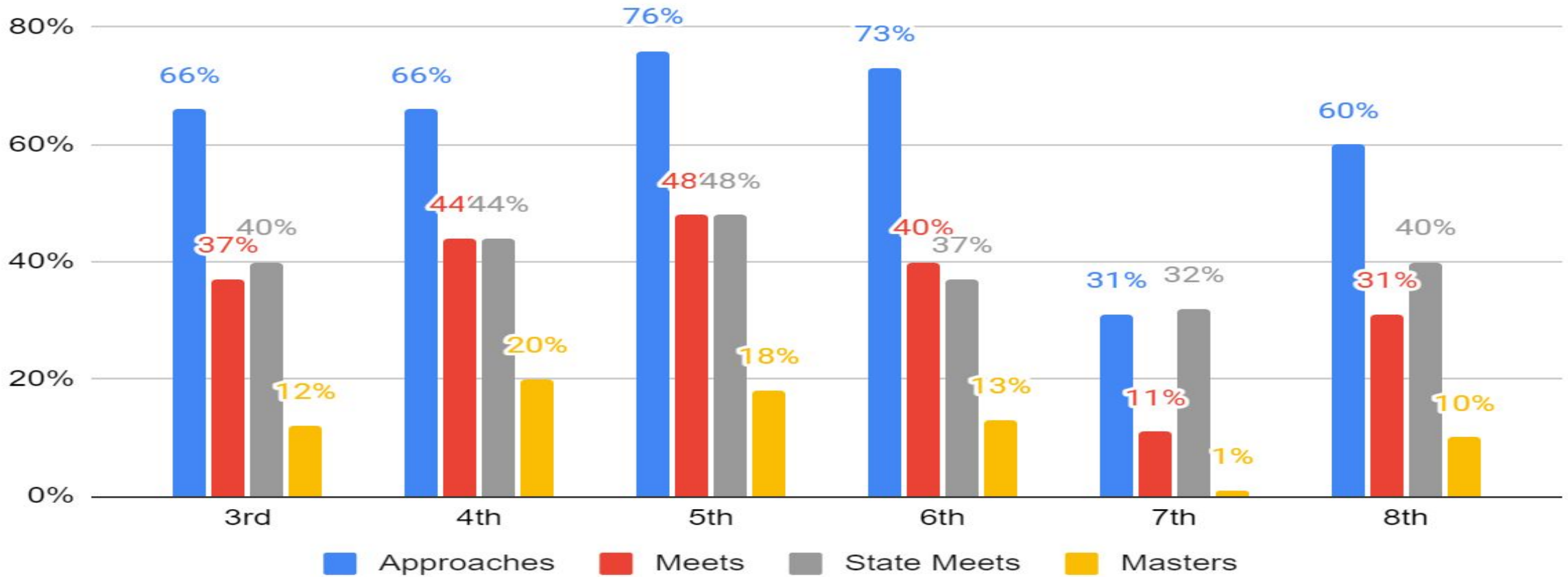
MISD: Jones-22%, Burnet-26%, DeZavala-28%, Henderson-26%



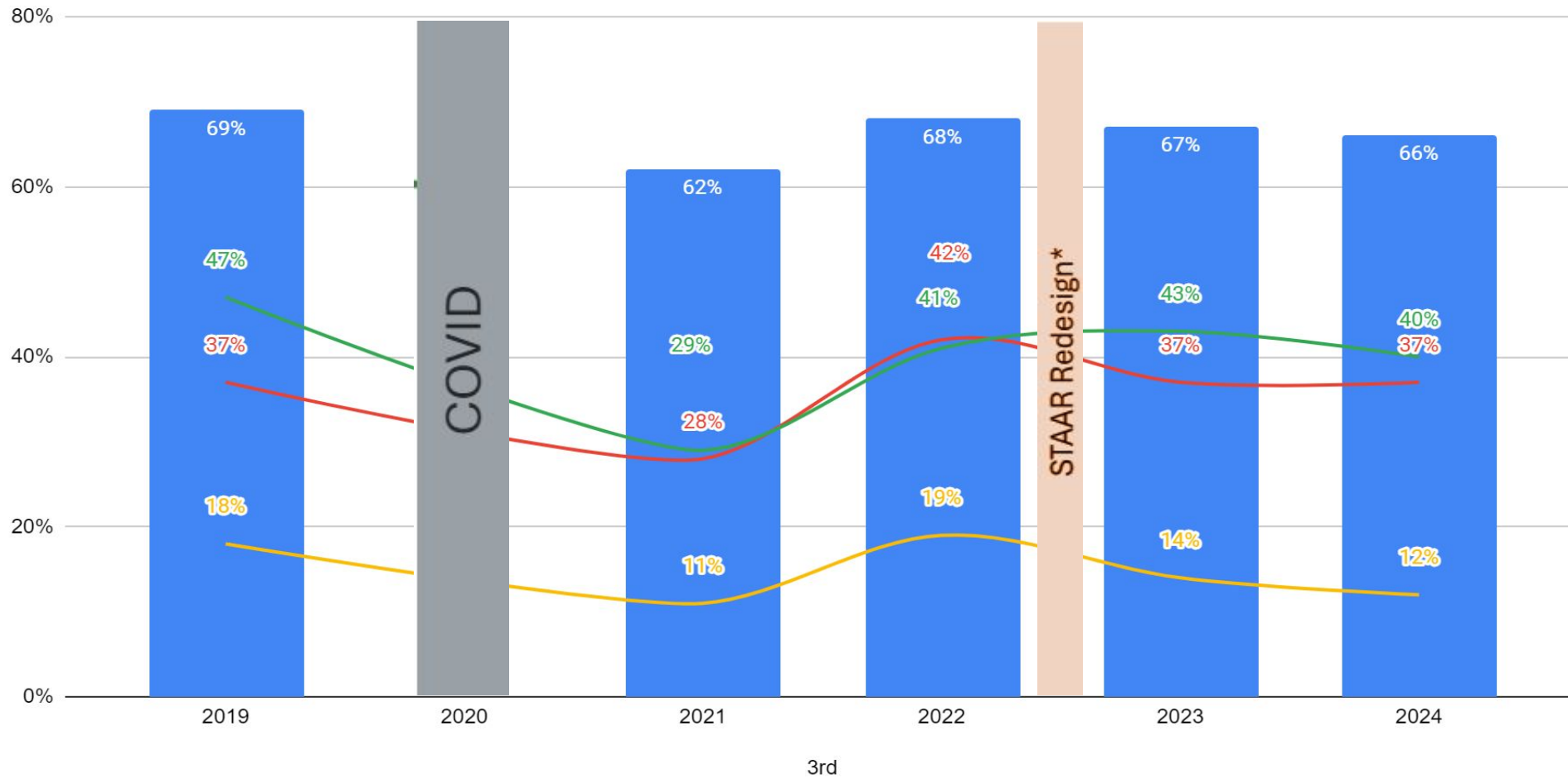
# Math 3-8

# 3-8 Math

## 3rd Math

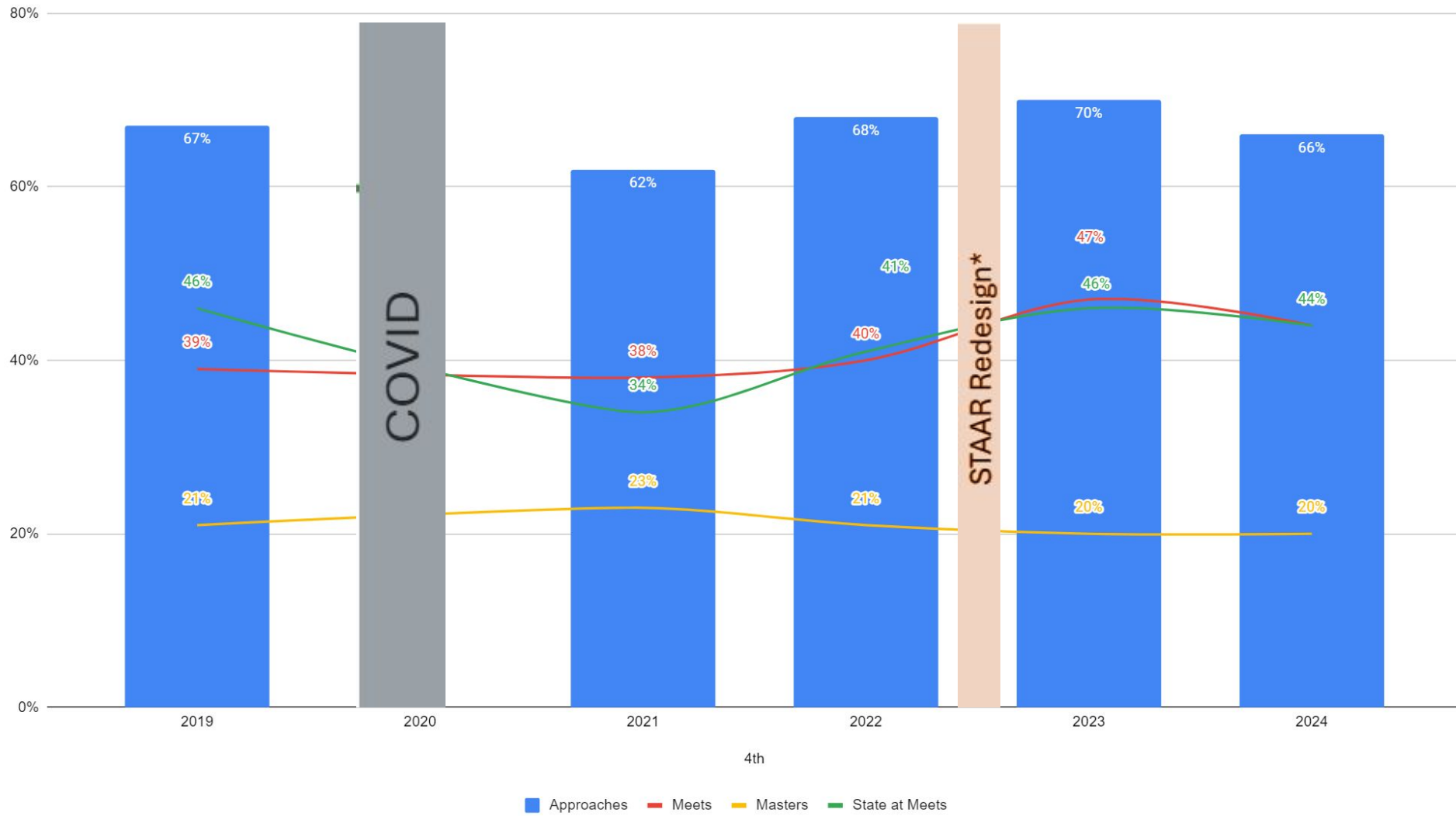


### 3RD Math

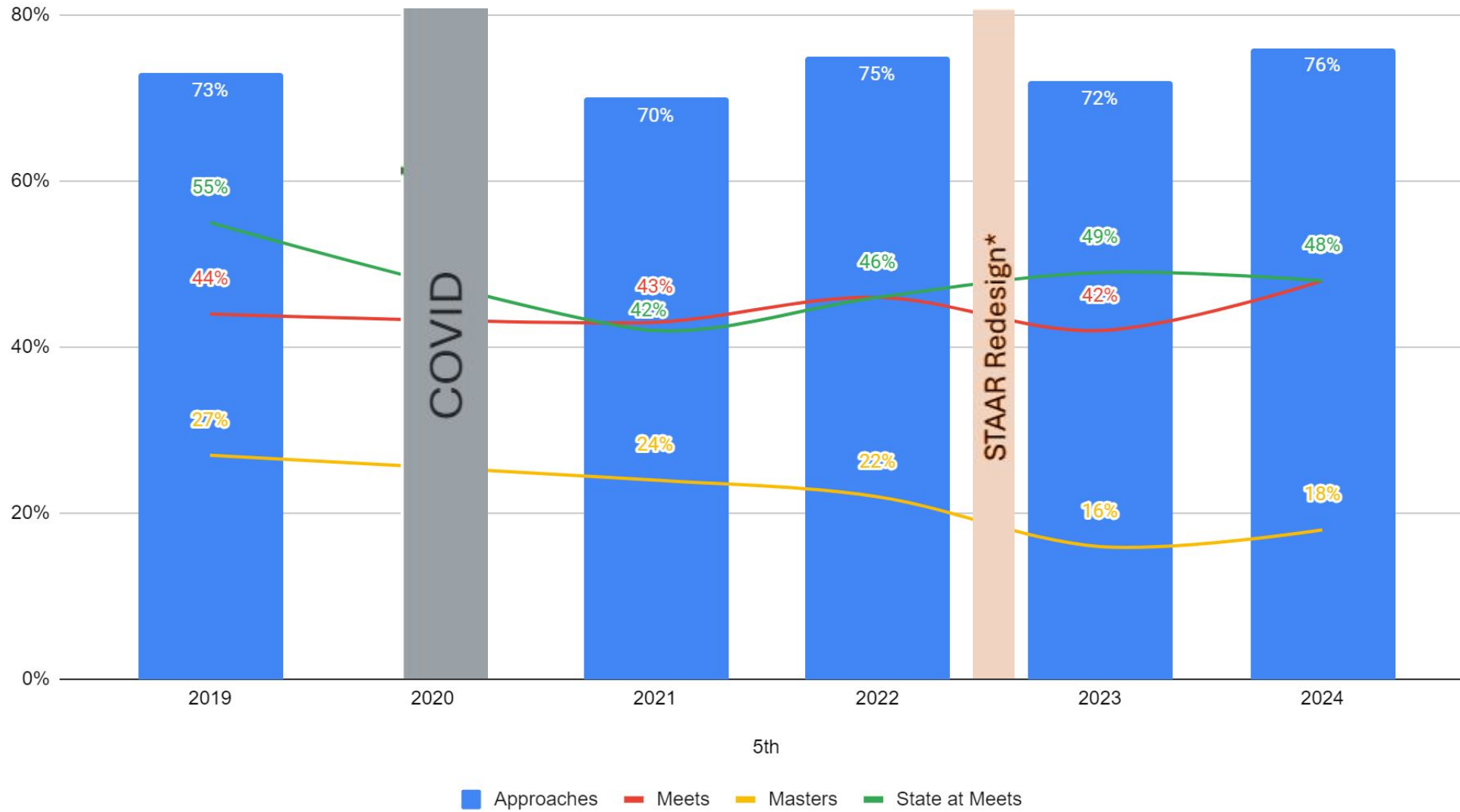


■ Approaches 
 — Meets 
 — Masters 
 — State at Meets

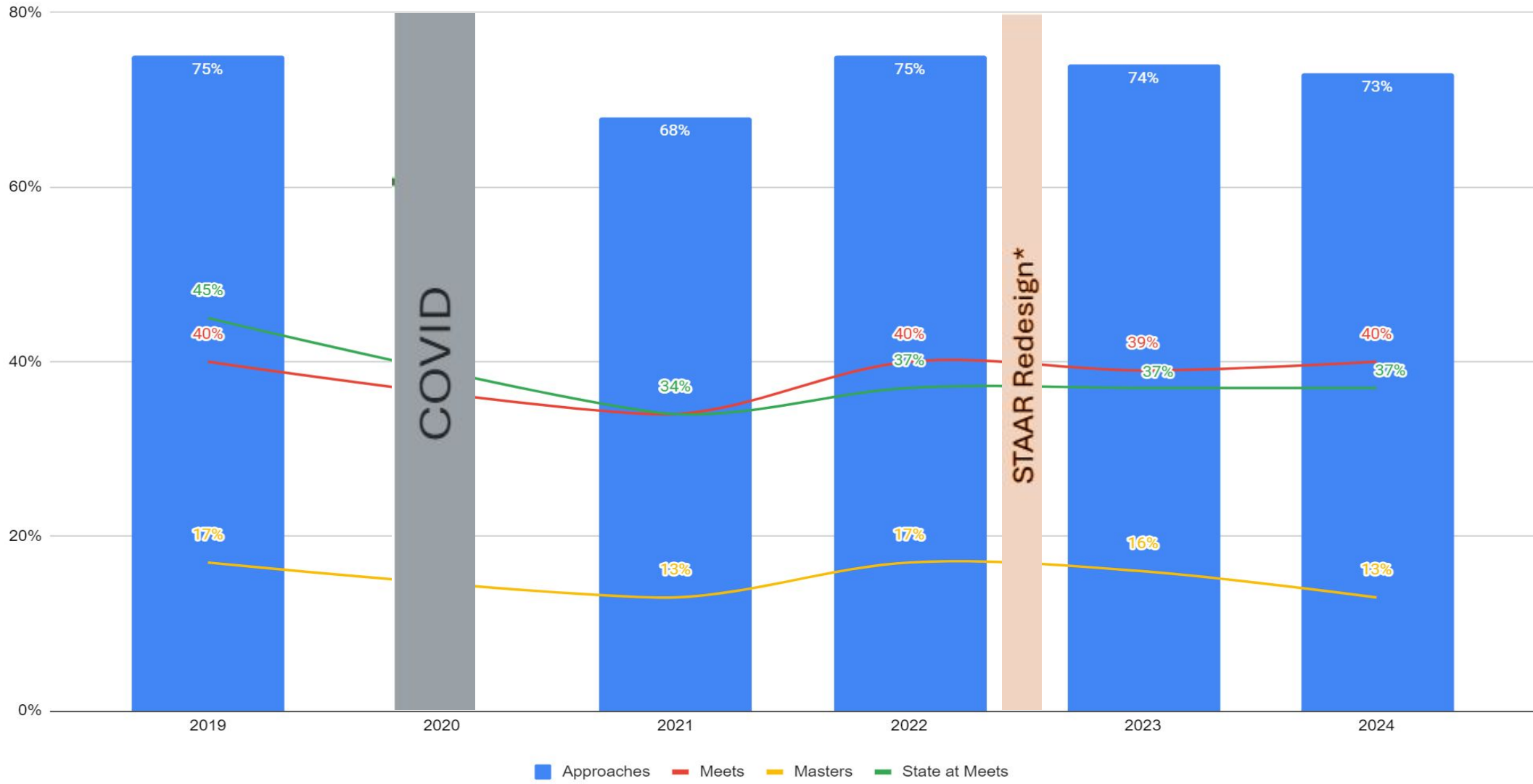
# 4th Math



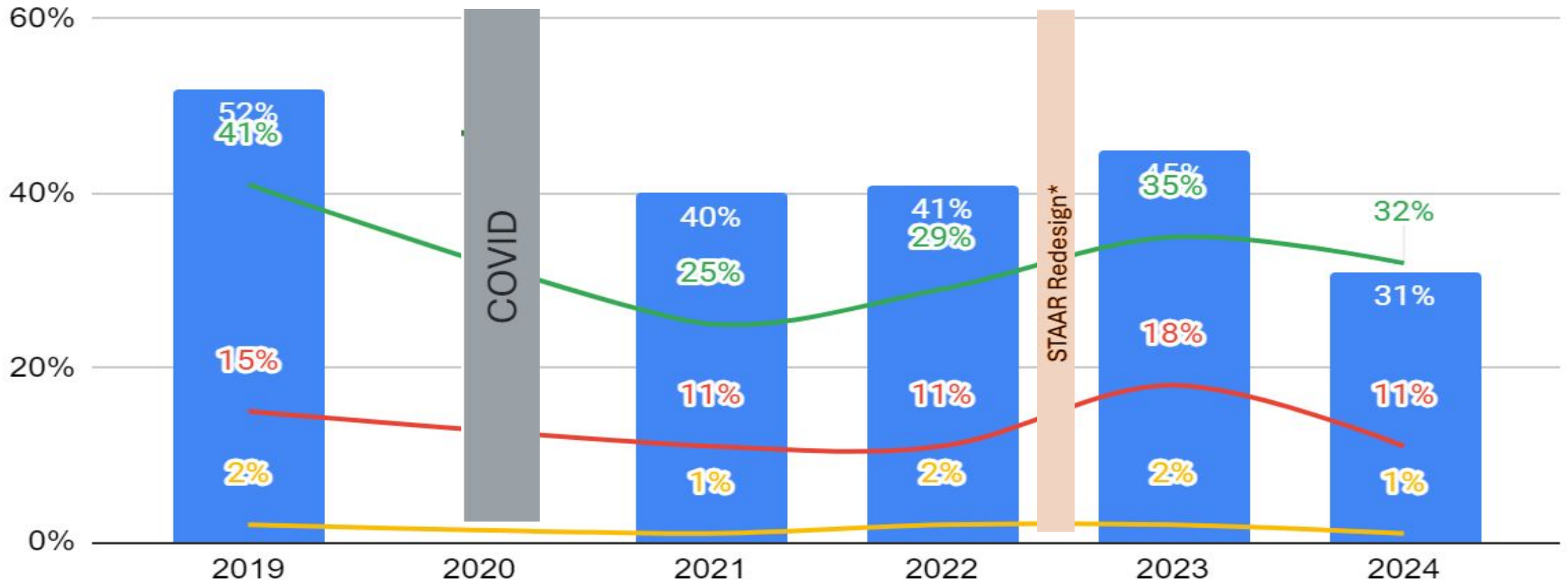
# 5th Math



# 6th Math



# 7th Math

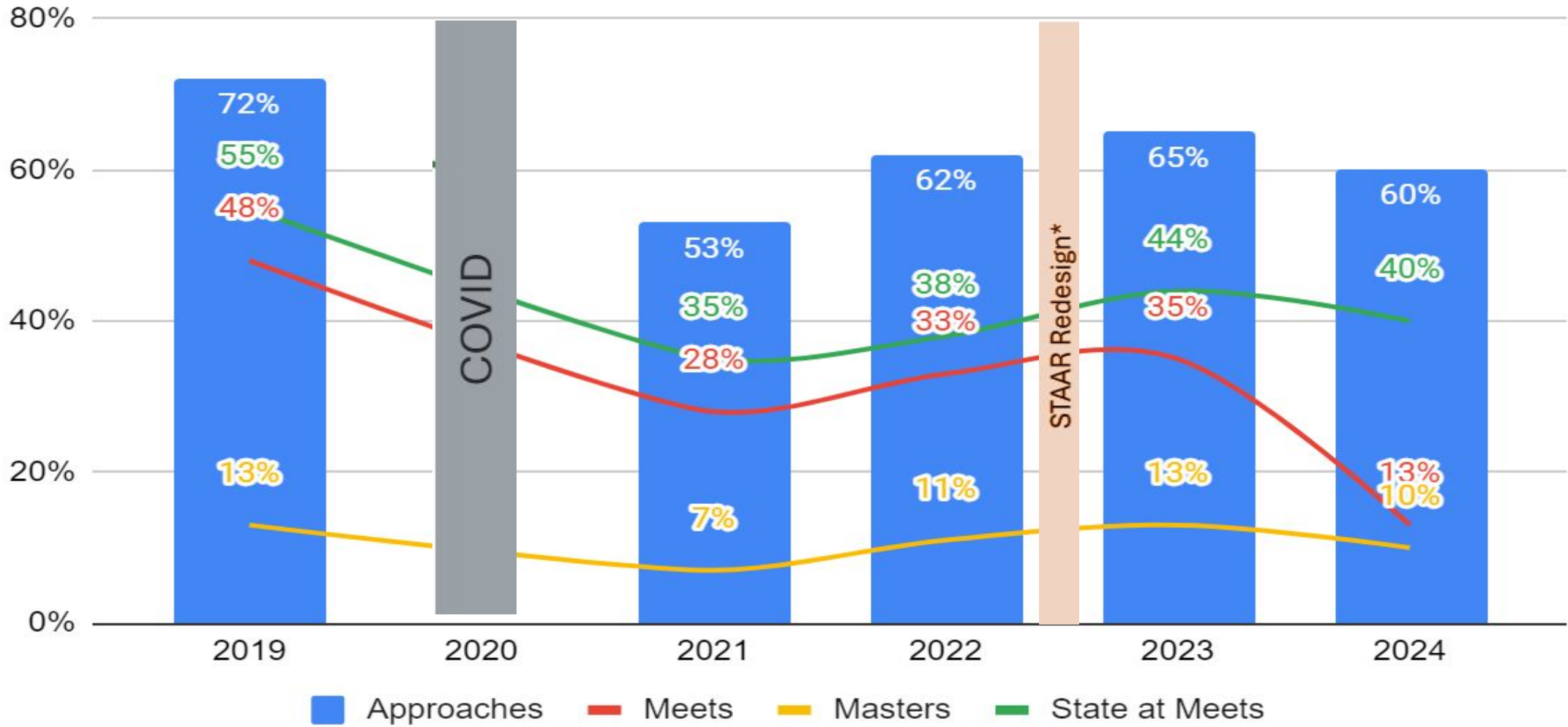


7th Math

- Approaches
- Meets
- Masters
- State at Meets

143

# 8th Math



Math	Performance	Spring (State) 2023	Spring (State) 2024	Spring (MISD) 2023	Spring (MISD) 2024	Change in Meets
	Approaches	72%	68%	67%	66%	
3rd	Meets	43%	40%	37%	37%	No change
	Masters	18%	15%	14%	12%	
	Approaches	69%	67%	70%	66%	
4th	Meets	46%	44%	47%	44%	-3
	Masters	21%	20%	20%	20%	
	Approaches	79%	75%	72%	76%	
5th	Meets	49%	48%	42%	48%	6
	Masters	21%	19%	16%	18%	
	Approaches	74%	69%	74%	73%	
6th	Meets	37%	37%	39%	40%	1
	Masters	15%	13%	16%	13%	
	Approaches	61%	53%	45%	31%	
7th	Meets	35%	32%	18%	11%	-7
	Masters	10%	10%	2%	1%	
	Approaches	74%	70%	65%	60%	
8th	Meets	44%	40%	35%	31%	145 -4
	Masters	16%	15%	13%	10%	

**Math highest performing campuses (MEETS):**

1882 Partnerships: Carver-91%, Young Women's-83%, Milam 54%, Sam Houston-35%

MISD: Bowie Fine Arts- 65%, Fasken-58, Santa Rita-53%, Yarbrough-52%

**RLA lowest performing campuses (MEETS):**

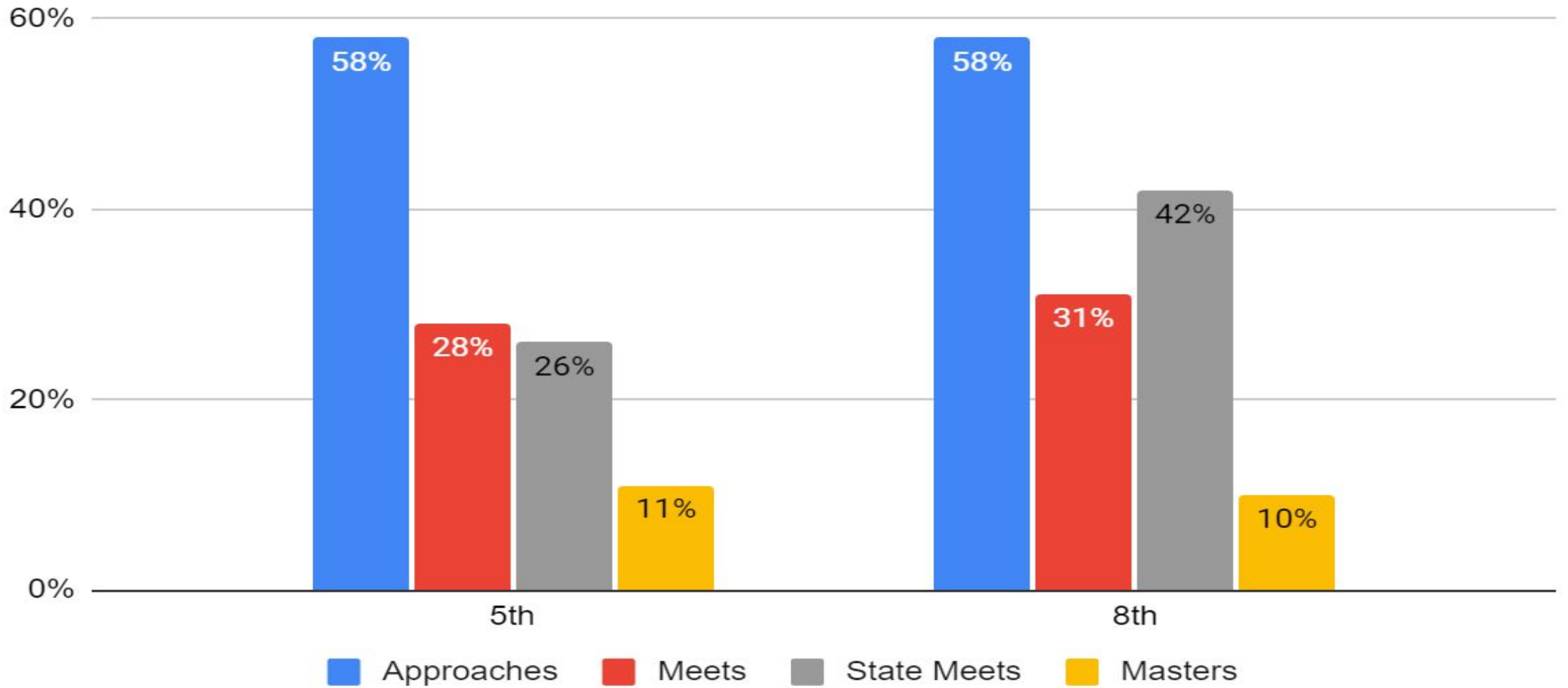
1882 Partnerships: Bunche 27%, Goddard Junior High-19%, IDEA Travis- 28%, Lamar-20%.

MISD: Jones-18%, DeZavala-25%, Henderson-26%, Alamo-26%

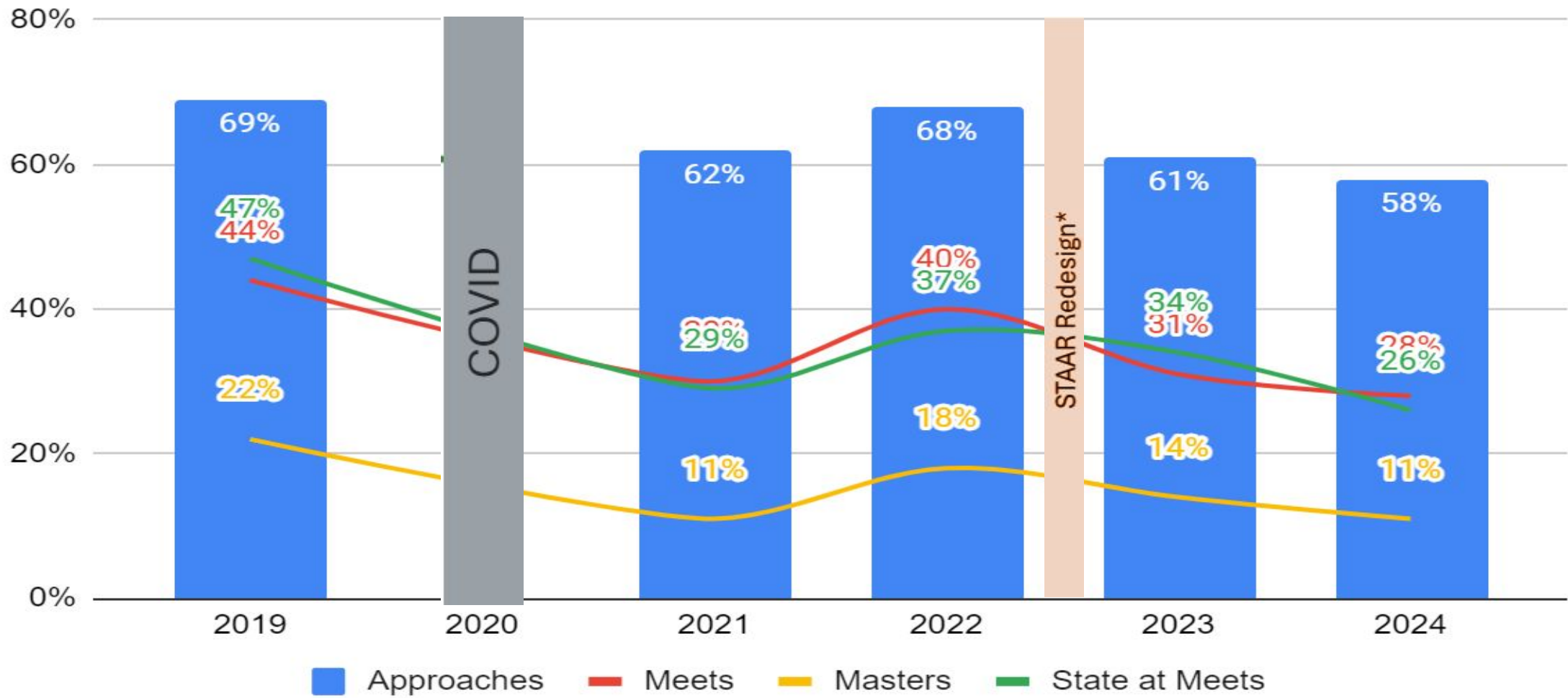


# Science

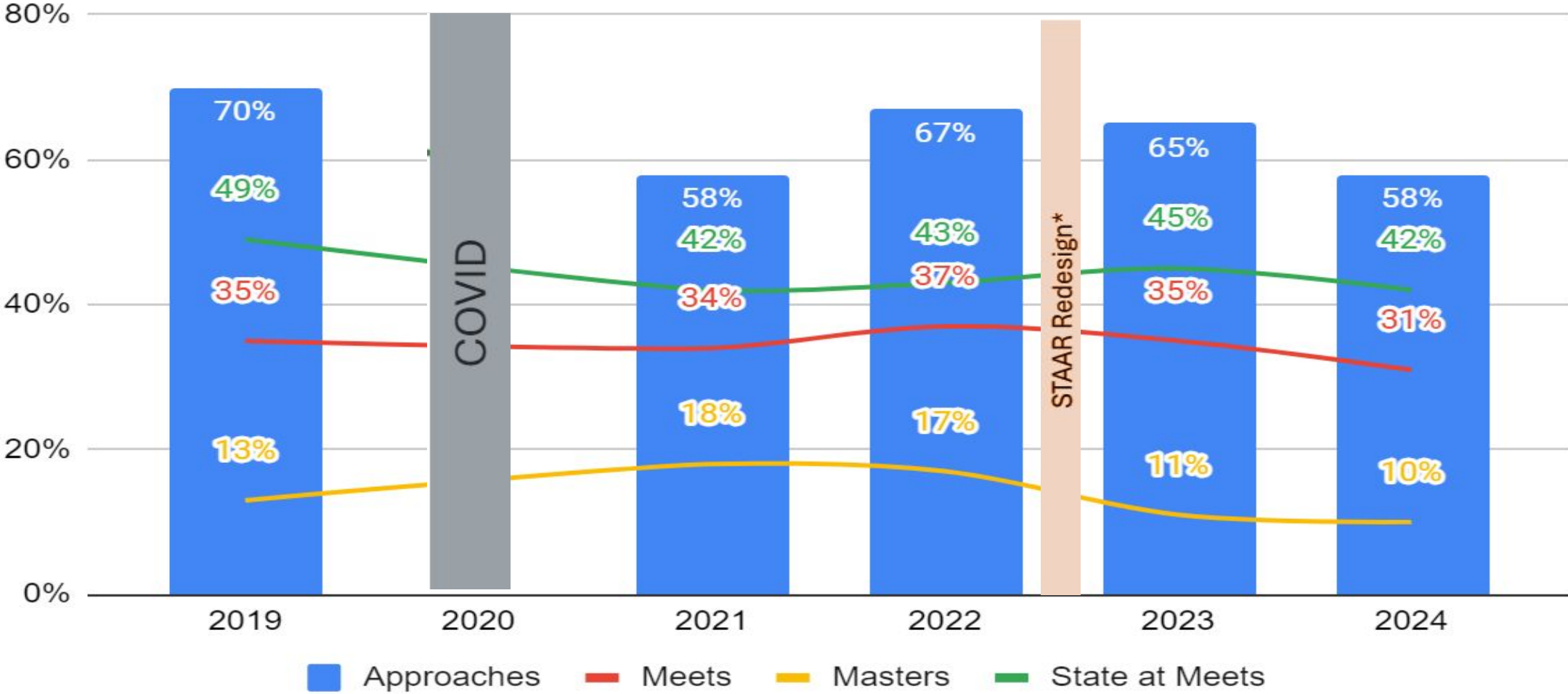
# Science



# 5th Science



# 8th Science

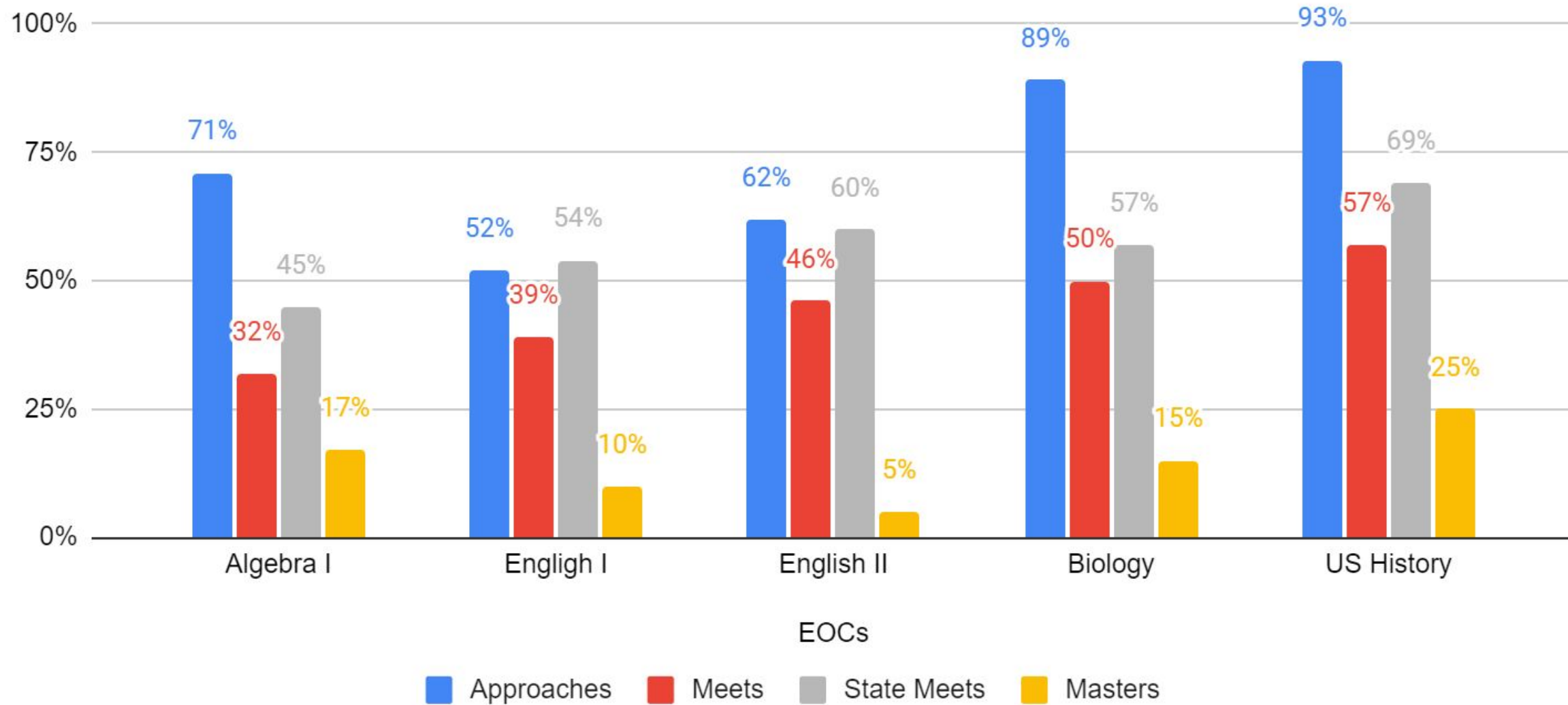




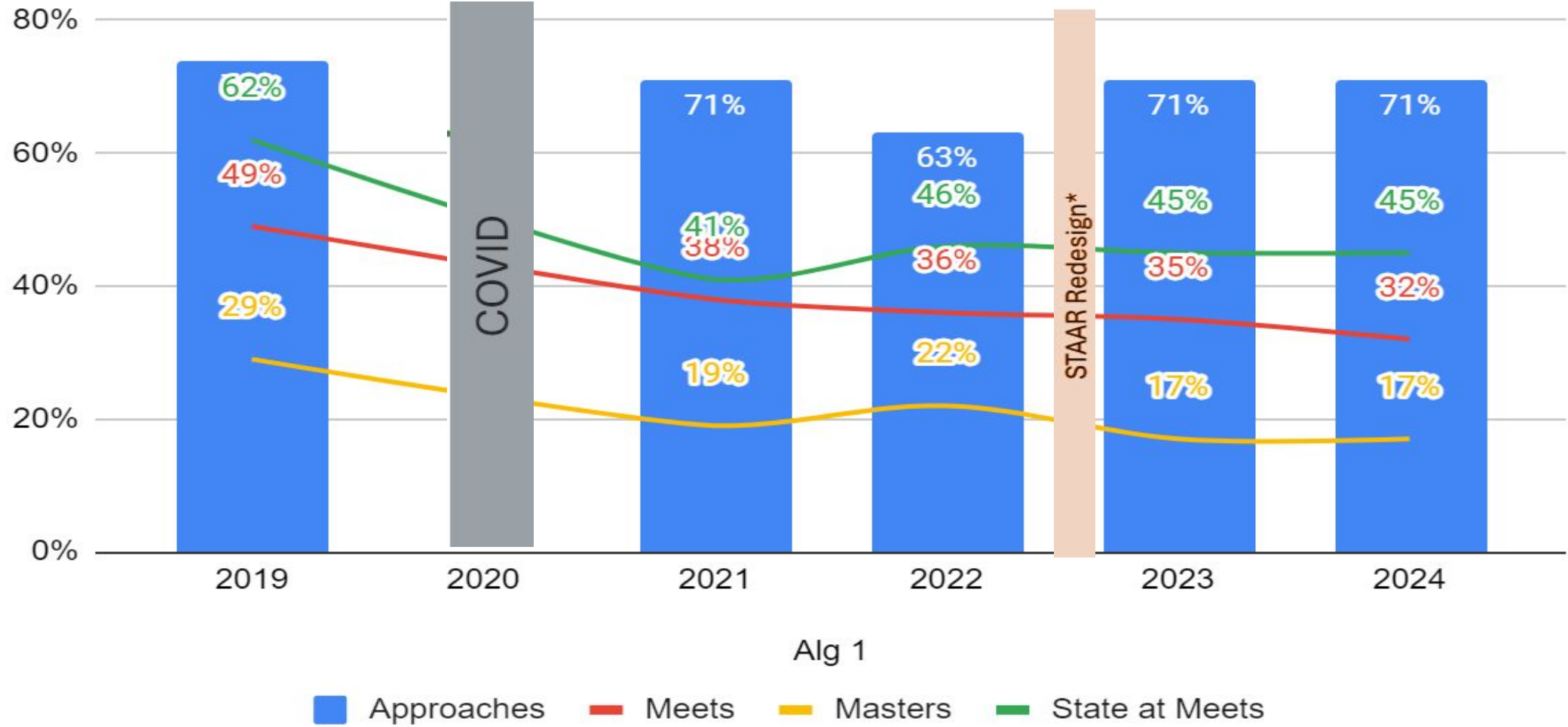
# STAAR EOC

Algebra I, English I, English II, Biology

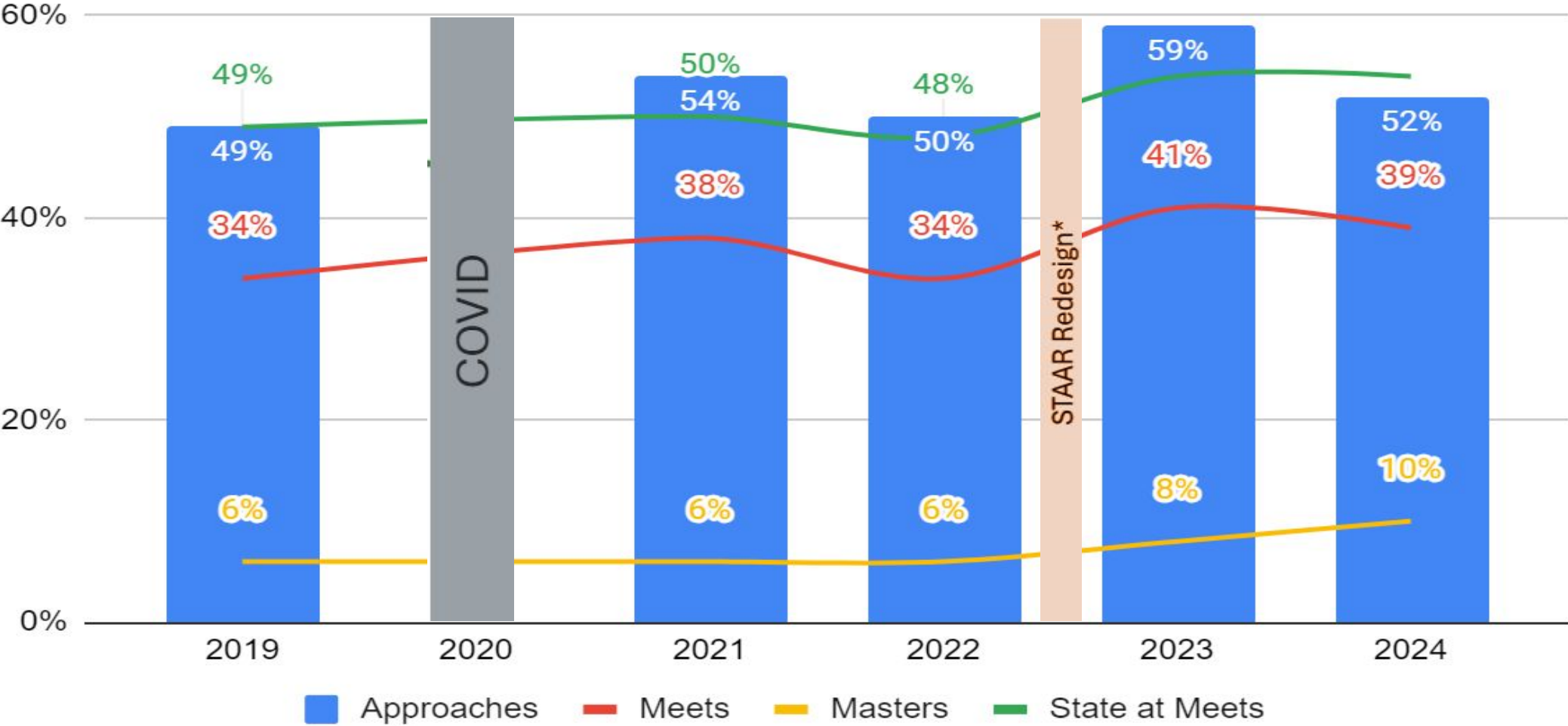
# EOCs



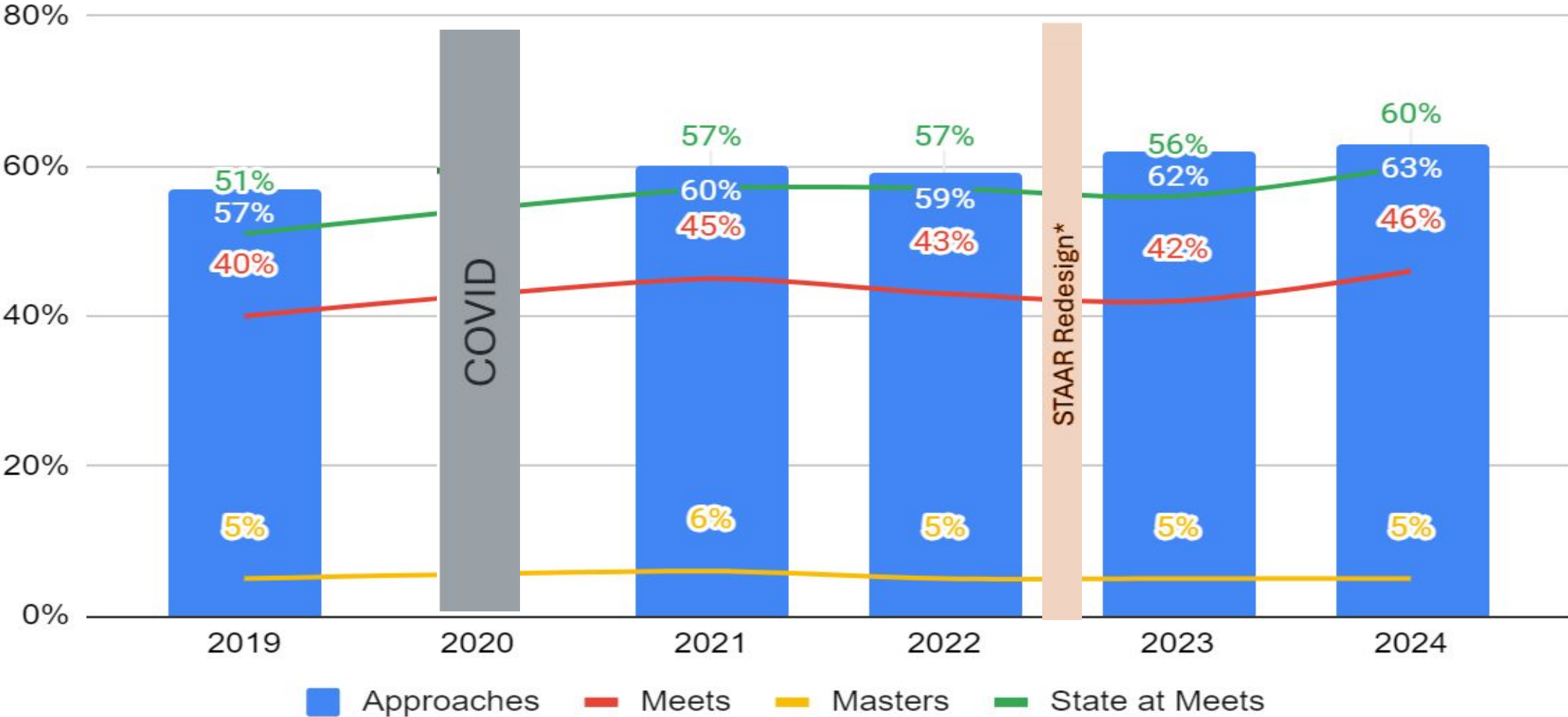
# Algebra I



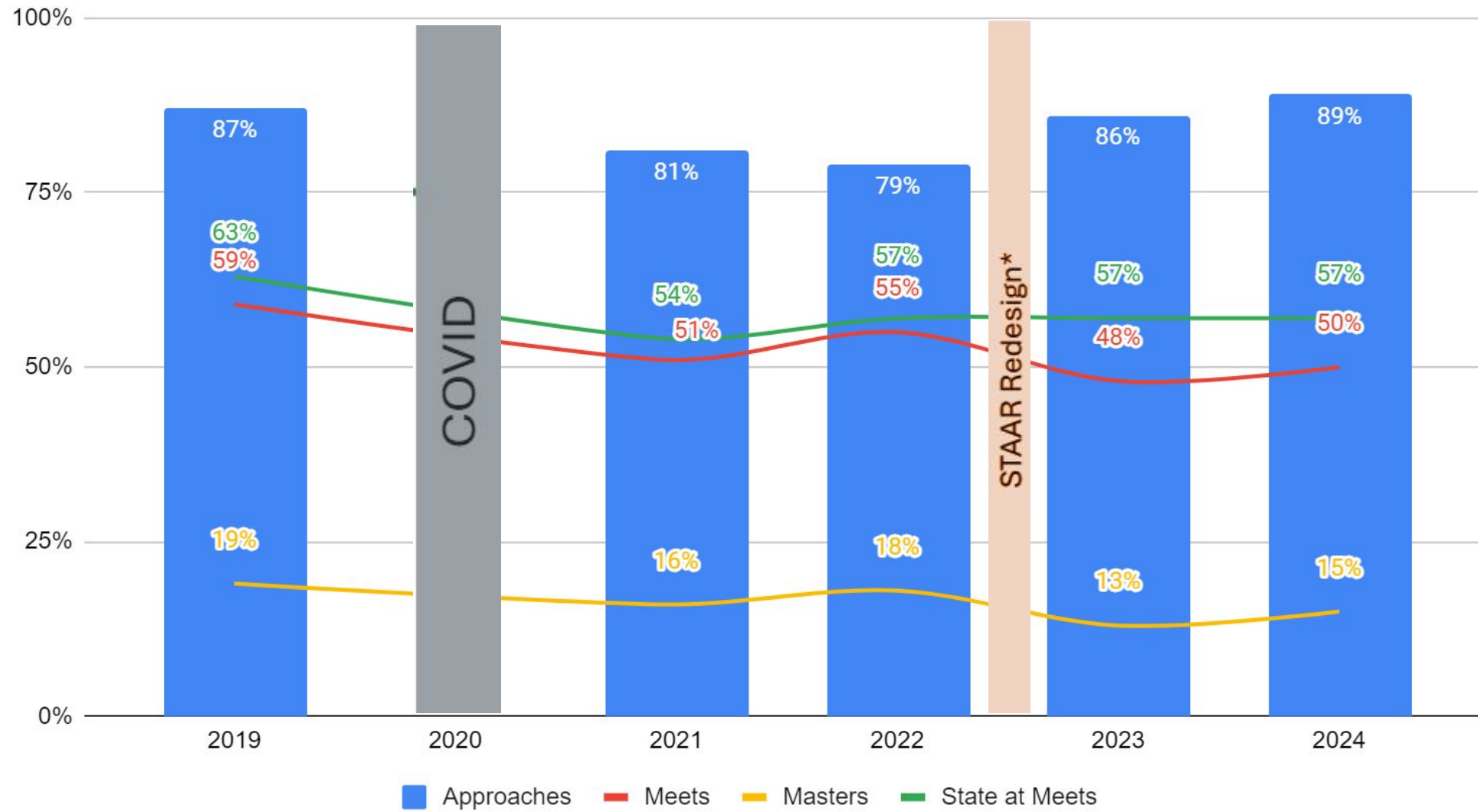
# English I



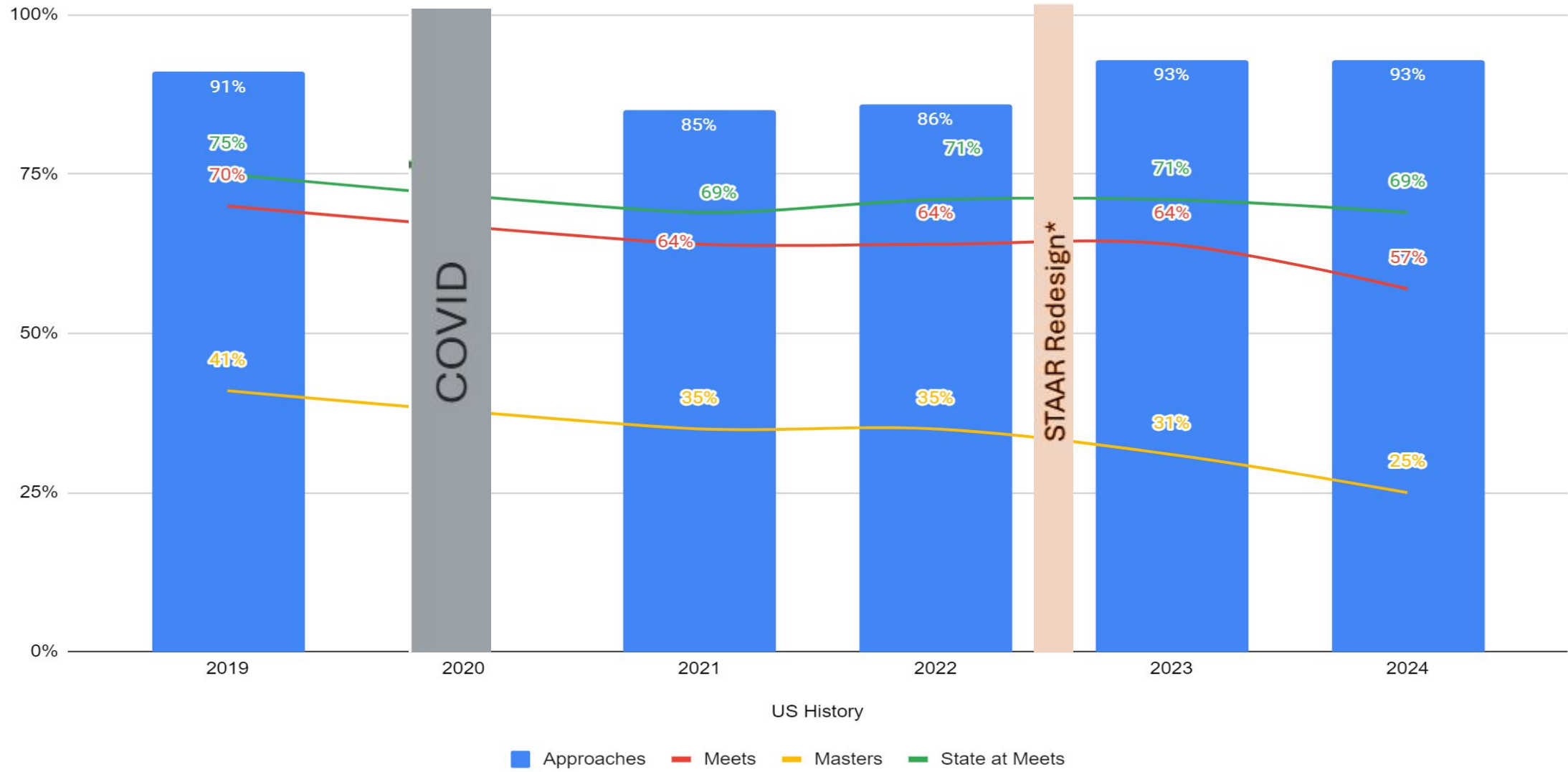
# English II



# Biology



# US History



Subject	Performance	Spring (State) 2023	Spring (State) 2024	Spring (MISD) 2023	Spring (MISD) 2024	Change in Meets
Algebra I	Approaches	78%	79%	71%	71%	No Change
	Meets	45%	45%	32%	32%	
	Masters	24%	25%	16%	17%	
Biology	Approaches	89%	91%	85%	89%	3
	Meets	57%	57%	47%	50%	
	Masters	22%	19%	13%	15%	
English I	Approaches	71%	67%	62%	52%	No Change
	Meets	54%	54%	39%	39%	
	Masters	14%	17%	8%	10%	
English II	Approaches	74%	74%	64%	62%	5
	Meets	56%	60%	41%	46%	
	Masters	9%	9%	5%	5%	
US History	Approaches	95%	95%	92%	93%	-6
	Meets	71%	69%	63%	57%	
	Masters	39%	37%	30%	25%	

**Algebra I highest performing**

**campuses (MEETS): 1882**

Partnerships: Young

Women's-100%, MISD: Abell-81%

**Algebra I lowest performing campuses**

**(MEETS): 1882 Partnerships: IDEA**

Travis-18% MISD: Legacy Freshman-21%

**English highest performing campuses**

**(MEETS):**

1882 Partnerships: Young Women's-95%,  
MISD: Early College HS- 94%, Midland  
Freshman-53%

**English Lowest performing campuses**

**(MEETS): 1882 Partnerships: IDEA**

Travis- 42%, MISD: Legacy  
Freshman-46%

# District Academic Growth

- 54% of MISD students met Academic Growth
- 70% of campuses show academic growth
- 35% of campuses have double digit growth

## Campus Highlights

**RLA Highest Academic Growth campuses:** 1882 Partnerships: Carver-89%. Lamar 76%. Sam Houston 76% MISD: Rusk 83%, South-79%, Greathouse-79%

**Math Highest Academic Growth campuses:** 1882 Partnerships: Milam-81%, Carver-71%. Lamar 67%. Sam Houston 76% MISD: Rusk 82%, South-81%, Fannin-78%

**Algebra I Highest Academic Growth campuses:** Young Women's-99%, Abell-89%, San Jacinto-82%

**English Highest Academic Growth campuses:** Young Women's-82%, Midland Freshman-65%



Next Steps: Final STAAR Report- September 2024

10. Action Items

- A. Discussion of and Request for Approval to Hire Principal for Long Elementary  
Presenter: Brandon Reyes

161



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Brandon Reyes, Chief of Human Capital Management

**Subject:** Discussion of and Request for Approval to Hire the Principal of Long Elementary

### Action Item

**Financial Impact**

Budgeted Expenditure

**Board Goals/ Strategic Plan Goals**

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

**Executive Summary**

Hiring for school leadership positions is essential as effective leaders significantly influence educational institutions. They shape the vision, create a positive learning environment, and drive academic achievement. Through careful selection based on key leadership qualities, schools can find leaders who inspire, collaborate, and contribute to the overall success of students, teachers, and the school community.

**Recommendation**

Approval of personnel recommendations

**Motion**

Accept the recommendation as presented

**Contact Person**

Brandon Reyes

**Enclosure**

Personnel recommendations for appointment

B. Discussion of and Request for Approval for Board Goal Update: Goal Progress Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6 related to NWEA MAP Reading Language Arts and Mathematics End-of-Year Results and K-2 MClass Reading

163

Presenters: Andrea Messick, Dr. Amanda Melchor, & Jessica Redman



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Andrea Messick, Executive Director of Elementary Teaching and Learning  
Amanda Melchor, Executive Director of Secondary Teaching and Learning  
Jessica Redman, Executive Director of Elementary School Leadership

**Subject:** Discussion of and Request for Approval for Board Goal Update: Goal Project Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6 related to NWEA MAP Reading Language Arts and Mathematics End-of-Year Results and K-2 MClass Reading

### Action Item

#### Financial Impact

NA

#### Board Goals/ Strategic Plan Goals

**GPM 1.2:** The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP, will increase from **49% to 55%** by 2028.

**GPM 1.3:** The percentage of kindergarten through 2nd grade students who are reading on or above grade level, as measured by mCLASS, will increase from **56% to 70%** by 2028.

**GPM 2.2:** The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math, as measured by NWEA MAP, will increase from **51% to 56%** by 2028.

**GPM 3.1:** The percentage of 4th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **51% to 56%** by 2028.

**GPM 3.2:** The percentage of 5th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **48% to 53%** by 2028.

**GPM 3.3:** The percentage of 6th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **53% to 58%** by 2028.

**GPM 3.4:** The percentage of 7th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **42% to 50%** by 2028.



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**GPM 3.5:** The percentage of 8th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **50% to 55%** by 2028.

**GPM 3.6:** The percentage of English I students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **52% to 57%** by 2028.

**GPM 3.7:** The percentage of English II students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **53% to 58%** by 2028.

**GPM 4.1:** The percentage of 4th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **55% to 60%** by 2028.

**GPM 4.2:** The percentage of 5th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **36% to 50%** by 2028.

**GPM 4.3:** The percentage of 6th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **44% to 50%** by 2028.

**GPM 4.4:** The percentage of 7th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **44% to 50%** by 2028.

**GPM 4.5:** The percentage of 8th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **50% to 55%** by 2028.

**GPM 4.6:** The percentage of Algebra I students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **60% to 65%** by 2028.

**Strategic Plan Goal 1.1:** Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.

### **Executive Summary**

The Executive Director of Elementary Teaching and Learning will provide an update on Goal Progress Measures 1.2, 1.3, which focus on kindergarten through second grade reading growth and students reading on grade level and Goal Progress Measure 2.2, which focuses on kindergarten through second grade math growth.

To measure student growth, we utilize the *Met Growth Goal* metric provided by NWEA. We measure growth from the beginning of the school year to the end of the school year. *Met Growth Goal* is a categorical “yes or no” measure of whether a student met the specific growth goal that was set for them. These goals are individualized for each student and are evaluated to determine term-to-term improvement. According to NWEA MAP, 50% of students meeting their growth goal is normal. To measure whether or not students are reading on grade level, we utilize the



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

mCLASS assessment, which is an early literacy assessment grounded in the Science of Reading. It is given three times each year, and it also provides kindergarten readiness data each fall.

The Executive Director of Elementary Teaching and Learning will also provide an update on Goal Progress Measures 3.1, 3.2, 4.1, and 4.2, which focus 4th and 5th grade reading and math growth, as evidenced by the NWEA MAP assessment.

The Executive Director of Secondary Teaching and Learning will provide an update on Goal Progress Measures 3.3, 3.4, 3.5, 3.6, 3.7, 4.3, 4.4, 4.5, and 4.6, which focus on reading and math growth in 6th grade through high school, as evidenced by the NWEA MAP Assessment.

This report will provide growth data for the 2023-2024 school year.

### **Recommendation**

We recommend that the Board approve the information submitted in the Board Goal Update for Goal Progress Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6.

### **Motion**

Motion to approve the information submitted in the Board Goal Update for Goal Progress Measures 1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6.

### **Contact Person**

Amanda Melchor, Executive Director of Secondary Teaching and Learning  
Andrea Messick, Executive Director of Elementary Teaching and Learning

### **Enclosure**

June 2024 Board Goal Update Presentation



# BOARD GOAL UPDATE

## Goal Progress Measures

1.2, 1.3, 2.2, 3.1, 3.2, 3.3, 3.4, 3.5, 3.6, 3.7, 4.1, 4.2, 4.3, 4.4, 4.5, and 4.6

Andrea Messick, Executive Director of Elementary Teaching and Learning  
Dr. Amanda Melchor, Executive Director of Secondary Teaching and Learning

166

June 25, 2024



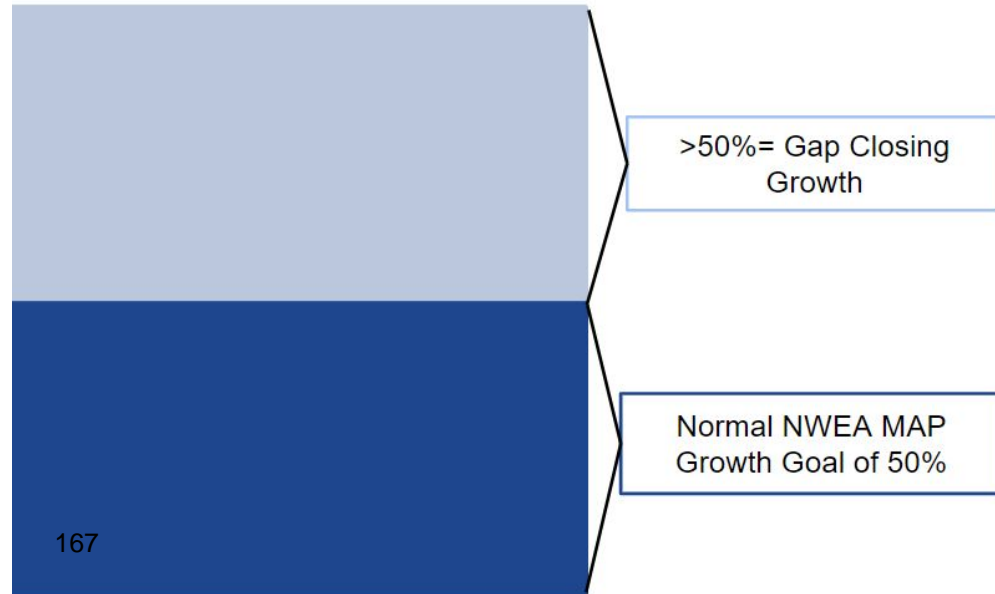
# NWEA MAP GROWTH

## at a Glance

To measure student growth, we utilize the **Met Growth Goal** metric provided by NWEA. We measure growth from the beginning of the school year to the end of the school year.

**Met Growth Goal** is a categorical “yes or no” measure of whether a student met the specific growth goal that was set for them. These goals are individualized for each student and are evaluated to determine term-to-term improvement.

**According to NWEA MAP, 50% of students meeting their growth goal is normal.**



---

# NWEA MAP TRANSITION

## *of Assessments and Norms*

NWEA is aligning their test designs to better measure content that matches the grade level of each student.

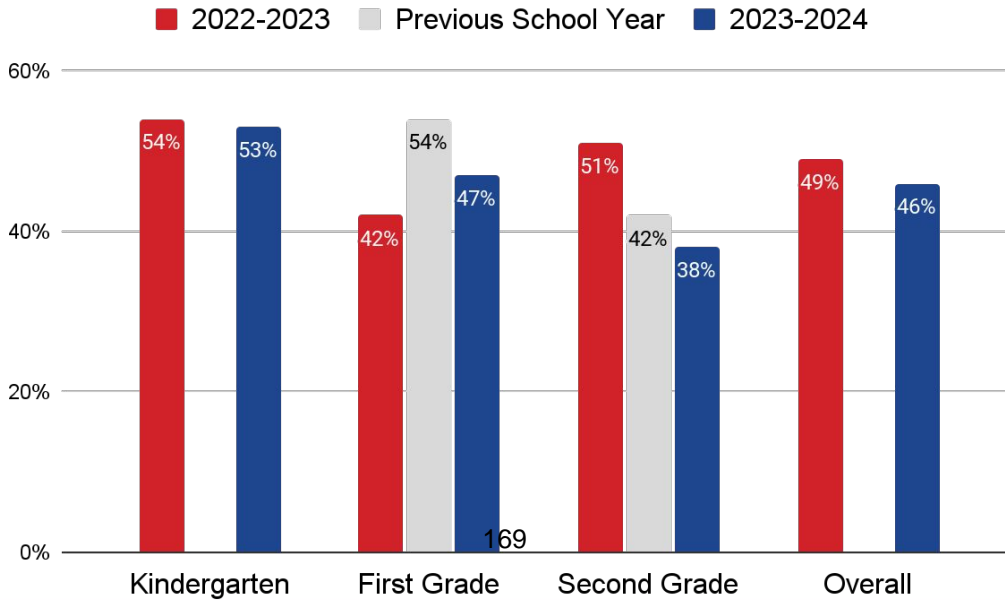
As part of the update this summer, NWEA will release updated MAP Growth tests that feature an enhanced item selection algorithm which takes additional factors into consideration when selecting test items, specifically looking for items that better match students' grade level.

### **Benefits of the new tests include:**

- Students seeing more grade level content on their MAP tests.
- Instructional areas, in math, are weighted by asking more questions in areas that contain priority standards.
- Higher test validity

# GPM 1.2 Kindergarten - Second Grade Reading Growth

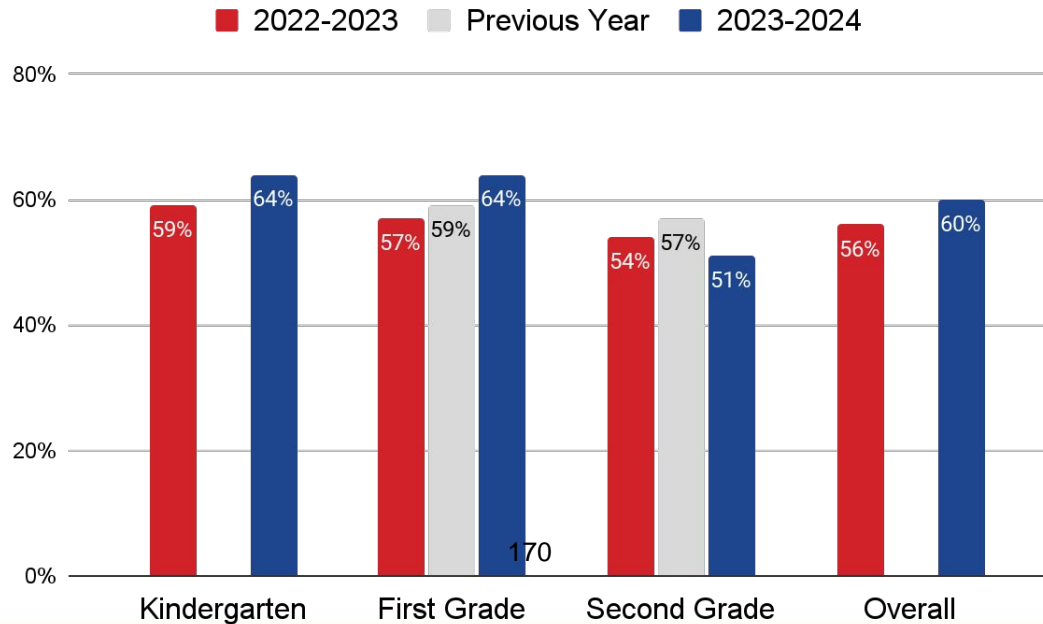
The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading, as measured by NWEA MAP, will increase from **49% to 55%** by 2028.



**Did Not Meet  
End of Year Target  
of 50%**

# GPM 1.3 Kindergarten - Second Grade Reading Level

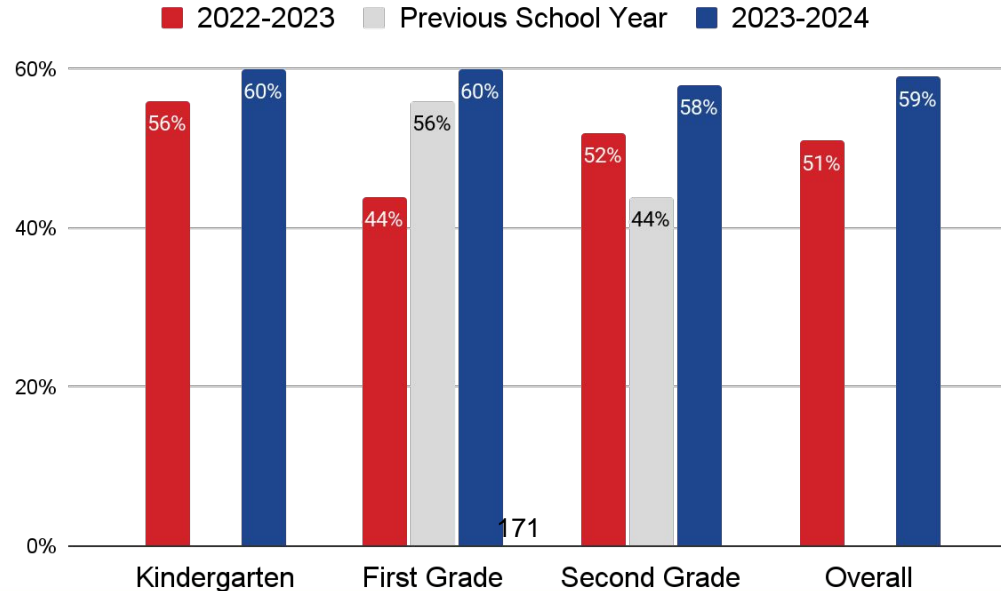
The percentage of kindergarten through 2nd grade students who are reading on or above grade level, as measured by mCLASS, will increase from **56% to 70%** by 2028.



**EXCEEDED**  
End of Year Target  
of 58%

# GPM 2.2 Kindergarten - Second Grade Math Growth

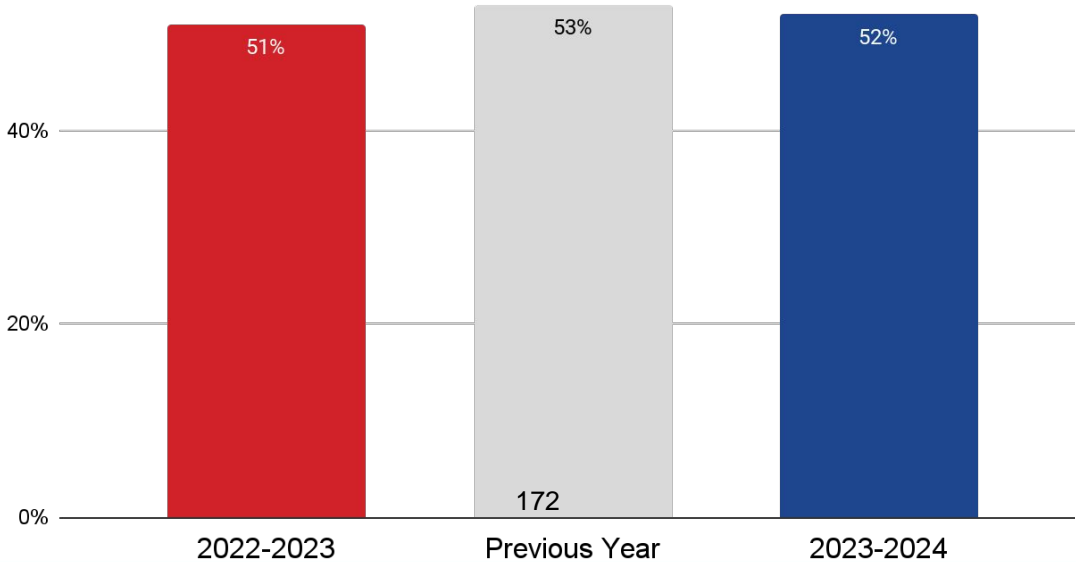
The percentage of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math, as measured by NWEA MAP, will increase from **51%** to **56%** by 2028.



**EXCEEDED**  
End of Year Target  
of **52%**

# GPM 3.1 *Fourth Grade Reading Growth*

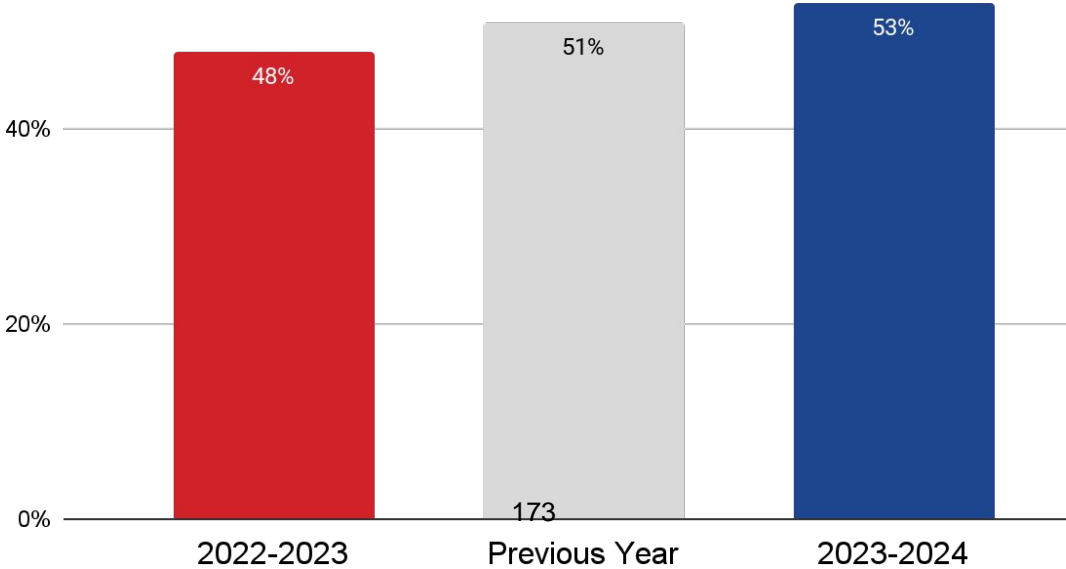
The percentage of 4th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **51% to 56%** by 2028.



**MET**  
**End of Year Target**  
**of 52%**

# GPM 3.2 *Fifth Grade Reading Growth*

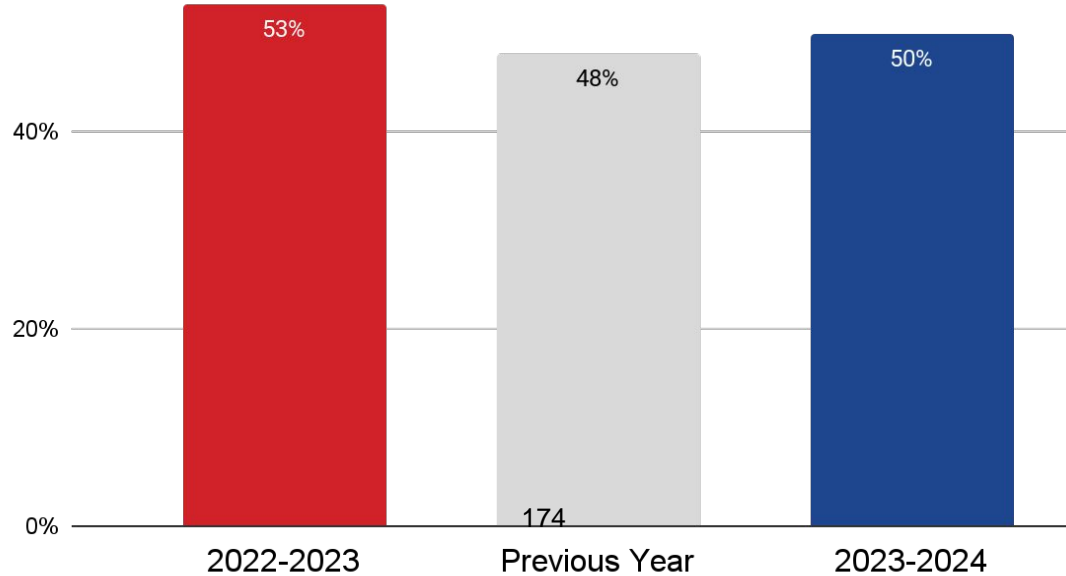
The percentage of 5th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **48% to 53%** by 2028.



**EXCEEDED**  
End of Year Target  
of 49%

# GPM 3.3 *Sixth Grade Reading Growth*

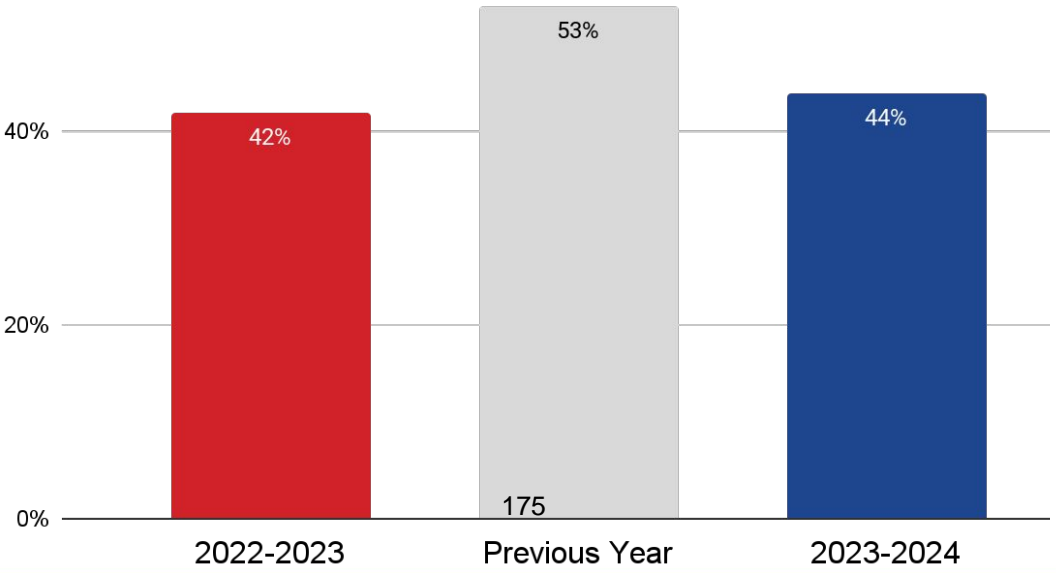
The percentage of 6th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **53% to 58%** by 2028.



**Did Not Meet  
End of Year Target  
of 54%**

# GPM 3.4 *Seventh Grade Reading Growth*

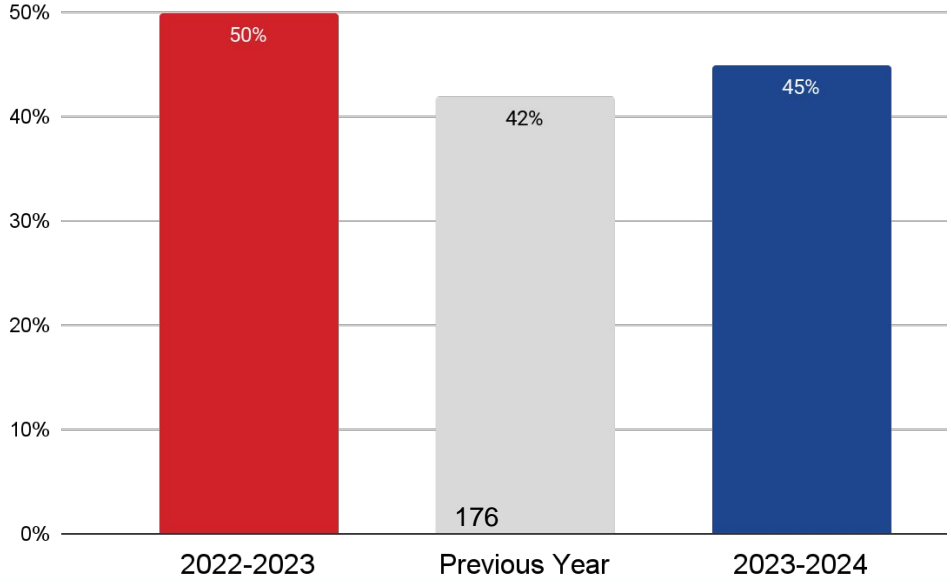
The percentage of 7th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **42% to 50%** by 2028.



**EXCEEDED**  
End of Year Target  
of 43%

# GPM 3.5 *Eighth Grade Reading Growth*

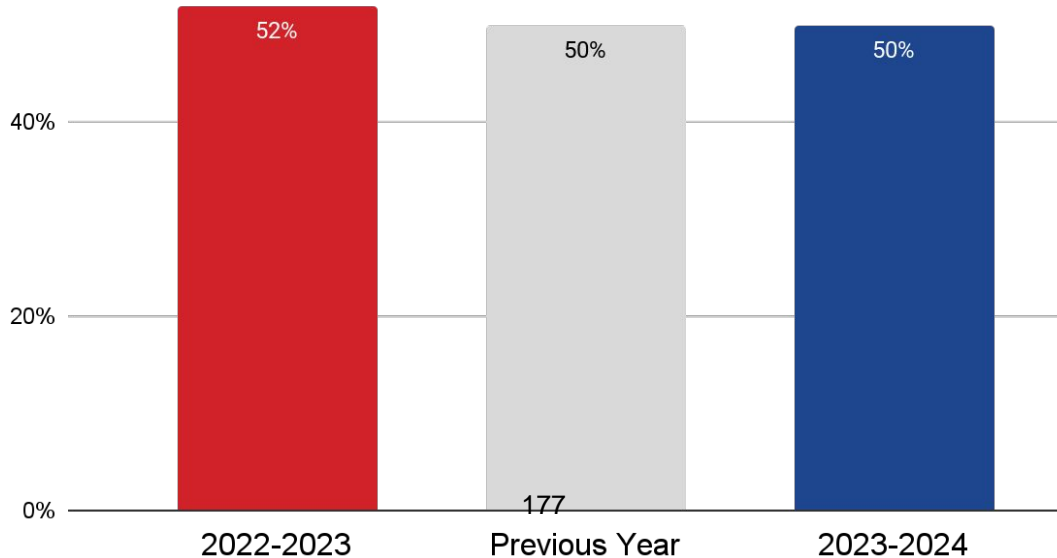
The percentage of 8th grade students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **50% to 55%** by 2028.



**Did Not Meet  
End of Year Target  
of 51%**

# GPM 3.6 *English / Reading Growth*

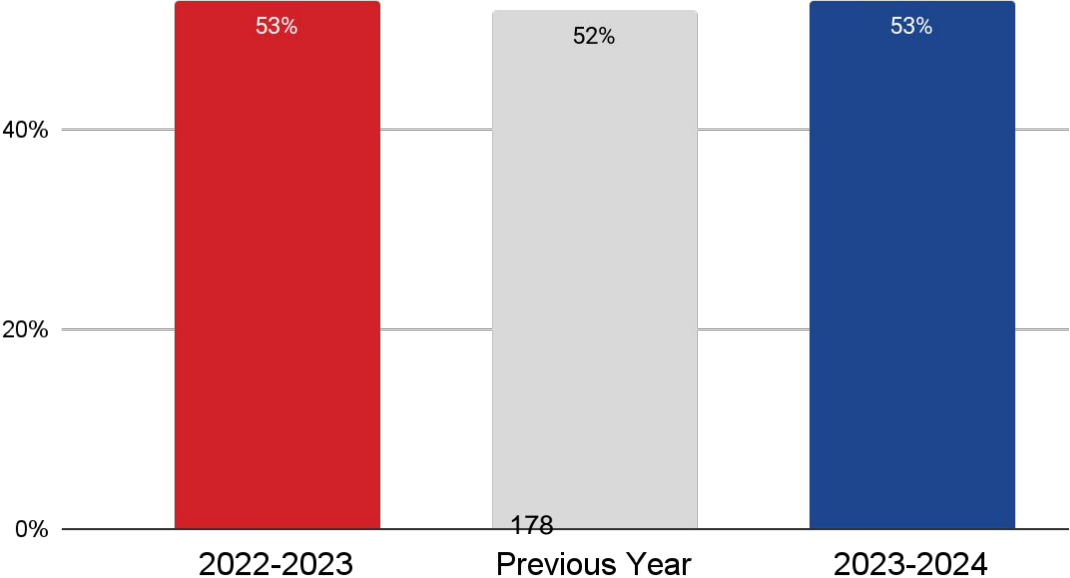
The percentage of English I students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **52% to 57%** by 2028.



**Did Not Meet  
End of Year Target  
of 53%**

# GPM 3.7 *English II Reading Growth*

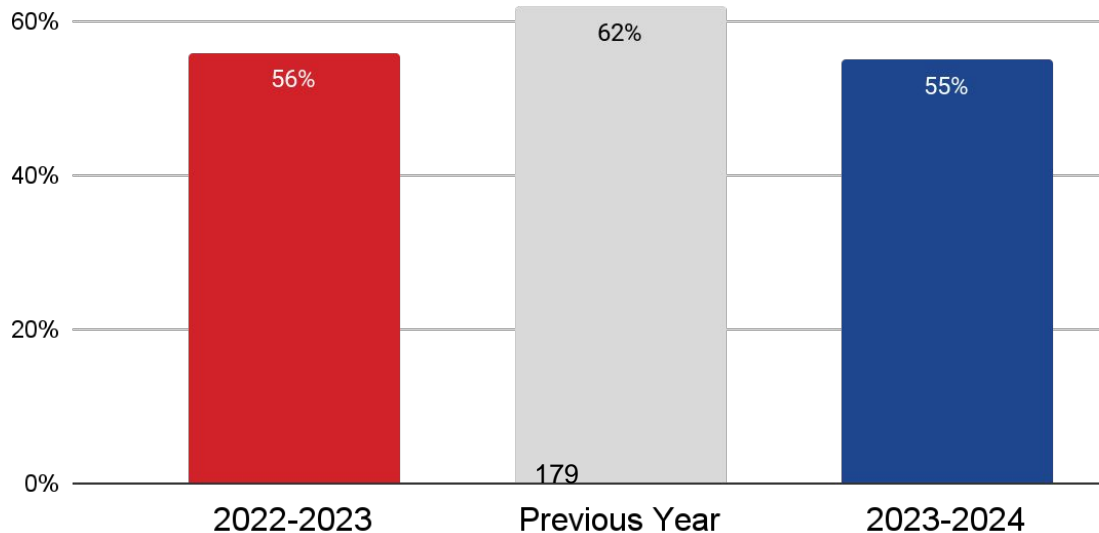
The percentage of English II students who meet or exceed their Reading annual growth goals on the NWEA MAP assessment will increase from **53% to 58%** by 2028.



  
**Did Not Meet  
End of Year Target  
of 54%**

# GPM 4.1 *Fourth Grade Math Growth*

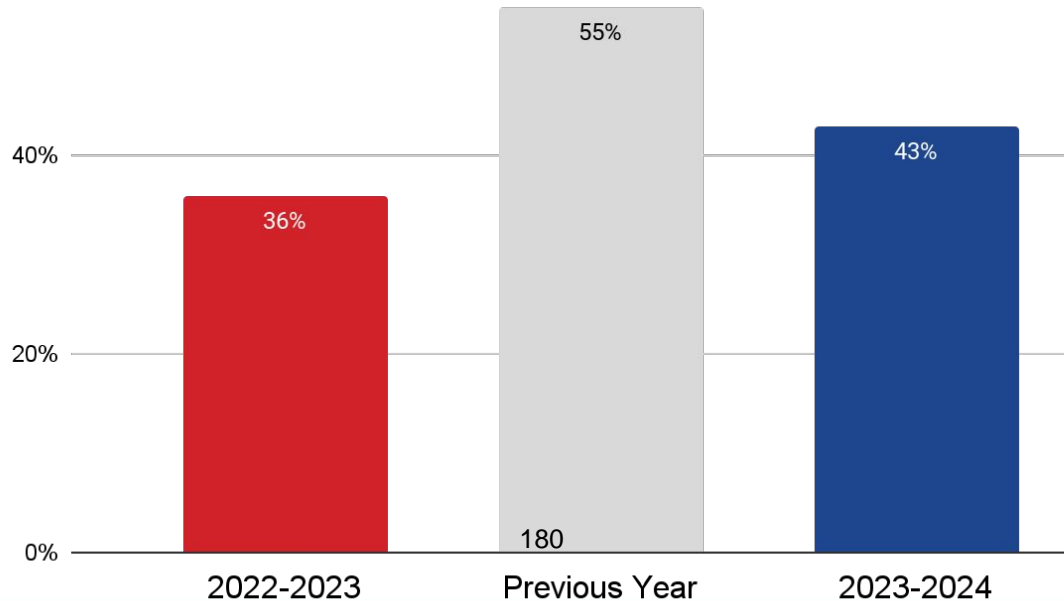
The percentage of 4th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **55% to 60%** by 2028.



**Did Not Meet  
End of Year Target  
of 56%**

# GPM 4.2 *Fifth Grade Math Growth*

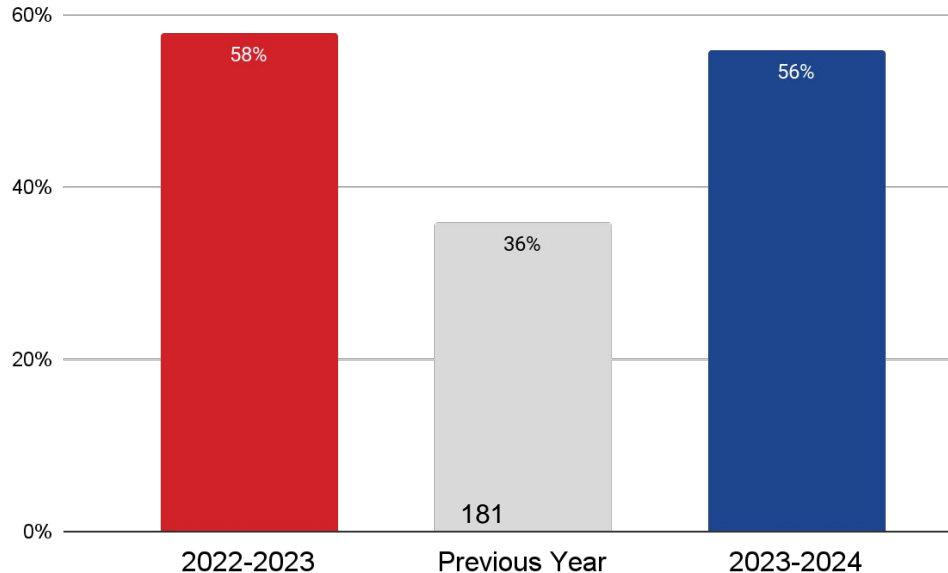
The percentage of 5th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **36% to 50%** by 2028.



**EXCEEDED**  
End of Year Target  
of 38%

# GPM 4.3 *Sixth Grade Math Growth*

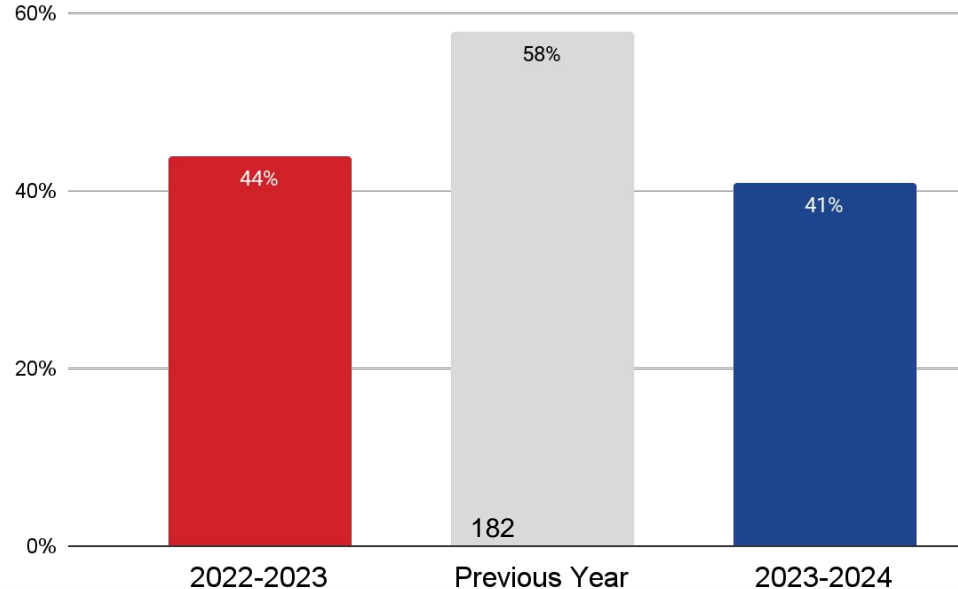
The percentage of 6th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **58% to 63%** by 2028.



**Did Not Meet  
End of Year Target  
of 59%**

# GPM 4.4 *Seventh Grade Math Growth*

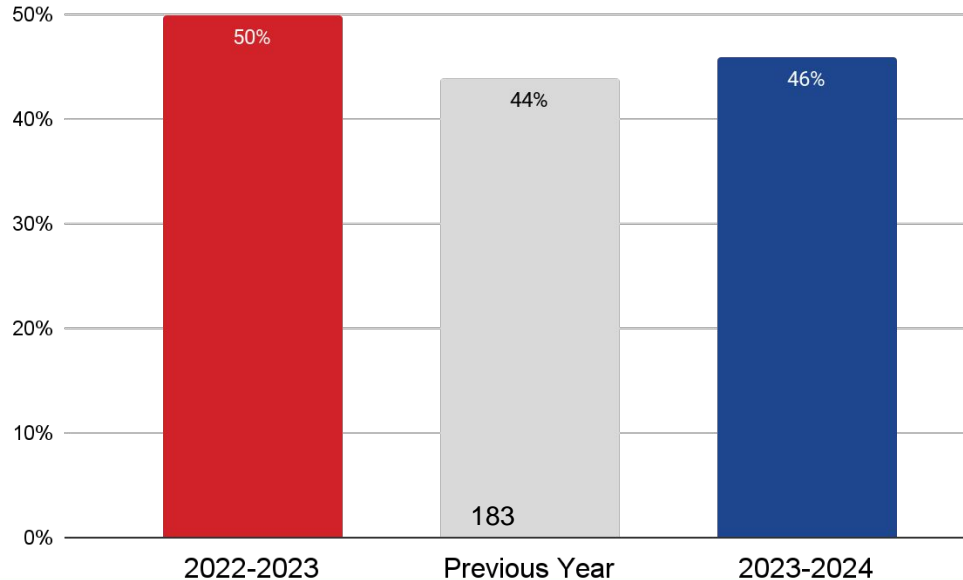
The percentage of 7th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **44% to 50%** by 2028.



**Did Not Meet  
End of Year Target  
of 45%**

# GPM 4.5 *Eighth Grade Math Growth*

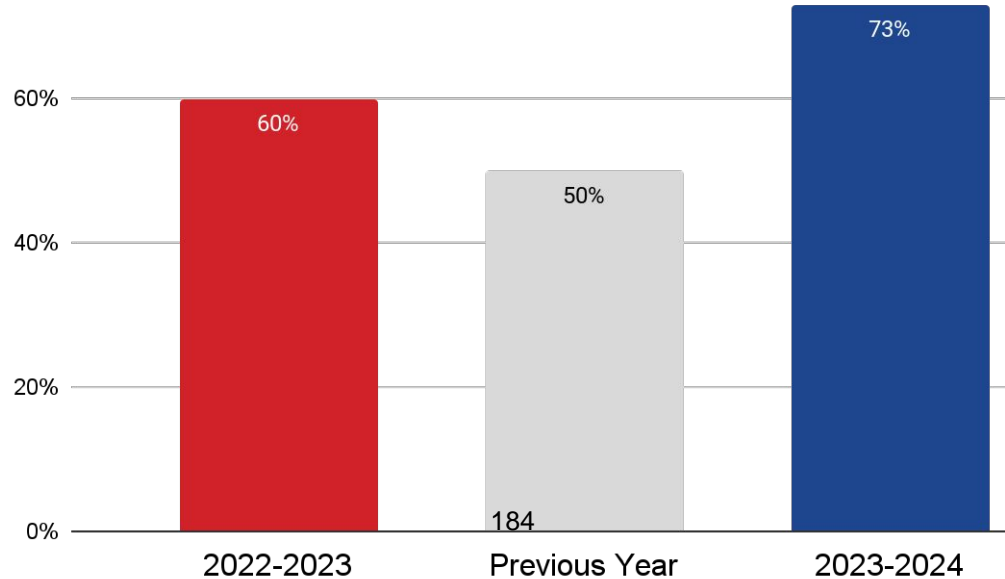
The percentage of 8th grade students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **50% to 55%** by 2028.



**Did Not Meet  
End of Year Target  
of 51%**

# GPM 4.6 Algebra I Math Growth

The percentage of Algebra I students who meet or exceed their Math annual growth goals on the NWEA MAP assessment will increase from **60% to 65%** by 2028.



**EXCEEDED**  
End of Year Target  
of 61%

# Action Steps

## Kindergarten through Fifth Grade

### STUDENT EXPERIENCE

- Reset and reframe literacy instruction
- Rollout of instructional frameworks

### GROW & DEVELOP STAFF

- PL focused on instructional reset
- Restructure literacy and math strategist support
- Transition to alternate TTESS rubric better aligned to best practices

### ENGAGE & ACT

- Increase parent communication regarding what students are learning and how they are growing
- Reset and strengthen expectations and procedures for sharing data with families

# Action Steps

## Sixth through Tenth Grade

### STUDENT EXPERIENCE

- Rollout of Instructional Frameworks
- 6th grade Advanced Math
- Double Block ELAR in 7th and 8th grades
- Opportunity Culture at all junior highs

### GROW & DEVELOP STAFF

- Content Coordinators will prioritize support at junior high and freshmen campuses
- Content Coordinators will facilitate vertically aligned district PLCs
- Vertical alignment within feeder patterns

### ENGAGE & ACT

- Increase parent communication

# Board Goal Scorecard

Goals	GPM	Goal Progress Measures	Reporting	2023 Baseline	2024 Target	Progress Monitoring	2024 Actual
GOAL 1	1.1	% of pre-k students on track to develop understanding on phonological awareness	Mid-May	86%	86%	CLI MOY 60%	86%
	1.2	% of kindergarten through 2nd grade students who meet or exceed their individual growth goals in reading.	Mid-May	49%	50%	MAP MOY 43.3%	46%
	1.3	% of kindergarten through 2nd grade students who are reading on or above grade level.	Mid-May	56%	58%	mClass MOY 57.48%	60%
	1.4	% of 3rd grade students whose RLA STAAR projected proficiency is Meets and Masters by the <b>winter NWEA MAP reading assessment.</b>	End of January	35%	38%	34%	34%
GOAL 2	2.1	% of Pre-K students on track to develop understanding on the math assessment	Mid-May	92%	92%	CLI MOY 68%	92%
	2.2	% of kindergarten through 2nd grade students who meet or exceed their individual growth goals in math	Mid-May 187	51%	52%	MAP MOY 46.5%	59%
	2.3	% of 3rd grade students whose Math STAAR projected proficiency is Meets and Masters by the <b>winter NWEA MAP math assessment.</b>	End of January	34%	38%	29%	29%

# Board Goal Scorecard

Goals	GPM	Goal Progress Measures	Reporting Timeline	2023 Baseline	2024 Target	Progress Monitoring	2024 Actual
GOAL 3	3.1	% of 4th grade students who meet or exceed their Reading annual growth goals.	End of July	51%	52%	MAP MOY 32.88%	52%
	3.2	% of 5th grade students who meet or exceed their Reading annual growth goals.	End of July	48%	49%	MAP MOY 35.68%	53%
	3.3	% of 6th grade students who meet or exceed their Reading annual growth goals.	End of July	53%	54%	MAP MOY 33.22%	50%
	3.4	% of 7th grade students who meet or exceed their Reading annual growth goals.	End of July	42%	42%	MAP MOY 32%	44%
	3.5	% of 8th grade students who meet or exceed their Reading annual growth goals.	End of July	50%	51%	MAP MOY 33.59%	45%
	3.6	% of English I students who meet or exceed their Reading annual growth goals. 188	End of July	52%	53%	MAP MOY 47.04%	50%
	3.7	% of English II students who meet or exceed their Reading annual growth goals.	End of July	53%	54%	MAP MOY 57%	53%

# Board Goal Scorecard

Goals	GPM	Goal Progress Measures	Timeline	2023 Baseline	2024 Target	Progress Monitoring	2024 Actual
GOAL 4	4.1	% of 4th grade students who meet or exceed their Math annual growth goals.	End of July	55%	56%	MAP MOY 33.29%	55%
	4.2	% of 5th grade students who meet or exceed their Math annual growth goals.	End of July	36%	38%	MAP MOY 41.52%	43%
	4.3	% of 6th grade students who meet or exceed their Math annual growth goals.	End of July	58%	59%	MAP MOY 34.82%	56%
	4.4	% of 7th grade students who meet or exceed their Math annual growth goals.	End of July	44%	45%	MAP MOY 29.65%	41%
	4.5	% of 8th grade students who meet or exceed their Math annual growth goals.	End of July	50%	51%	MAP MOY 18.18%	46%
	4.6	% of Algebra I students who meet or exceed their Math annual growth goals.	End of July	60%	61%	MAP MOY 43.04%	73%

Goals	GPM	Goal Progress Measures	Timeline	2023 Baseline	2024 Target	Progress Monitoring	2024 Actual
GOAL 5	5.1	% of first time Algebra I EOC testers scoring at the meets grade level or above.	End of July	42%	44%	STAAR Interim 46%	38%
	5.2	% of students earning 6 or more credits by the end of their first year in high school.	End of May	87%	88%	1ST SEM 87%	87%
	5.3	% of students in their second year of high school earning 6 or more credits.	End of May	79%	80%	1ST SEM 82%	
	5.4	# of students that complete a program of study and earn an industry based certification.	End of August	CO'22 14.5%	CO'23 14.7%		
	5.5	# of students that meet TSI criteria on BOTH reading and math on SAT, ACT, TSIA2, or College Bridge/Prep course.	End of August	CO'22 25.5%	CO'23 30%		
	5.6	# of students that score a 3 or higher on an AP exam.	July	CO'22 15.6%	CO'23 18%		
	5.7	The four-year longitudinal graduation rate will increase. 190	Mid June	CO'22 86.8%	CO'23 87.5%		85%
	5.8	% of students that earn the Algebra I credit by the end of their 9th grade year.	End of May	87%	88%	91%	86%



C. Discussion of and Request for Approval of Request for Qualifications/Proposals  
#23-428 Construction Manager-at-Risk (CMAR) Services for New Midland High  
School and New Legacy High School Two-Step Process Associated with the 2023  
Bond

193

Presenter: Cortney Smith



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Discussion of and Request for Approval of Request for Qualifications/Proposals #23-428 Construction Manager-At-Risk (CMAR) Services for the New Midland High School and New Legacy High School Two-Step Process associated with the 2023 Bond

### Action Item

#### **Financial Impact**

Total Estimated Construction Cost: \$841,400,000

Funds for New Legacy High School and New Midland High School are included within the 2023 Bond Program budget.

#### **Board Goals/ Strategic Plan Goals**

Student Experience – Create learning environments that prepare students for meaningful opportunities post-graduation.

#### **Executive Summary**

Pursuant to Section 44.031(a) of the Texas Education Code (TEC) and Government Code Chapter 2269, contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

#### **Recommendation**

The Evaluation Committee recommends approval of the ranking of offerors responding to Request for Qualifications/Proposals #23-428 Construction-Manager At-Risk Services for New Legacy High School and New Midland High School as presented and to authorize the Superintendent or designee to negotiate and execute a contract in accordance with the provisions of Board Policy CVD (Legal)/Texas Government Code, Section 2269.254 (a)-(c).

Two highest ranked proposers:

Lee Lewis Construction

Satterfield & Pontikes Construction, Inc.

#### **Evaluation Committee**

Dr. Stephanie Howard

Cortney Smith

Tucker Durham



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

Chad Crowson  
Robert Cedillo  
Albert Valencia  
Jay Edwards – Parkhill  
Terry Hoyle - Pflugger

### **Motion**

Move to approve the ranking of offerors responding to Request for Qualifications/Proposals #23-428 Construction Manager-At-Risk Services for New Legacy High School and New Midland High School as presented and authorize the Superintendent or designee to negotiate and execute a contract in accordance with the provisions of Board Policy CVD (Legal)/Texas Government Code, Section 2269.254 (a)-(c).

### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

### **Enclosures**

Bid Tabulation, Scoresheet and Price Analysis

**Bid Tabulation**

<b>Event Number</b>	RFQ # 23-428 Addendum 4
<b>Event Title</b>	Construction Management-At-Risk (CMAR) Services for New Midland High School and New Legacy High School Two-Step Process
<b>Event Description</b>	change in event schedule
<b>Event Type</b>	RFQ
<b>Issue Date</b>	3/25/2024 02:45:01 PM (CT)
<b>Close Date</b>	5/1/2024 02:00:00 PM (CT)

<b>Organization</b>
<b>Workgroup</b>
<b>Event Owner</b>
<b>Email</b>
<b>Phone</b>
<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Lee Lewis Construction, Inc.	Lubbock	TX	5/1/2024 11:15:27 AM (CT)	0	\$0.00
Satterfield & Pontikes Construction	Houston	TX	4/30/2024 08:29:55 AM (CT)	0	\$0.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**



# RFQ | RFP Proposal Rankings

CMAR for New Midland and Legacy High School Campuses

4-Jun-2024

Offeror & Scheme	Phase I - Qualifications Response									Phase II - Price			Overall Score	Rank
	0-10	0-20	0-25	0-15	0-15	0-5	0-10	Y/N	0-10	0-15	0-75	0-10		
	Resume Project Manager	Resume Job Site Superintendent	Experience Past exp. / similar projects	Experience Past CMAR experience	Schedule Managing subs/schedules	Claims Litigation and Claims	Safety Accidents and Citations	P+P Bond Was letter provided?	Questions 6 responses	Price Pre-Con Services Fee	Price Constr. Services Price	Other Relevant Factors		
Lee Lewis: MHS (1st Campus)	10	20	19	18	12	5	9	Y	7.34	15.0	75.0	10	200.3	1.0
Satterfield & Pontikes: MHS (2nd Campus)	8	18	18	19	14	4	10	Y	8.68	14.2	68.3	10	192.2	4.0
Lee Lewis: LHS (2nd Campus)	8	18	19	18	10	5	9	Y	7.34	15.0	75.0	10	194.3	3.0
Satterfield & Pontikes: LHS (1st Campus)	10	20	18	19	14	4	10	Y	8.68	14.2	70.3	10	198.3	2.0
Lee Lewis - Both	9	19	15	15	11	5	9	Y	7.34	15.0	75.0	7	187.3	5

D. Discussion of and Request for Approval of the Renewal of Senate Bill 1882  
Partnership with Carver Center  
Presenters: Roberto Cedillo & Melissa Horner

198



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Melissa Horner

**Subject:** Discussion of and Request for Approval of Renewal of Senate Bill 1882 Partnership of Carver Center

### Action Item

#### Financial Impact

This agreement allows for the Operating Partner to receive additional SB 1882 Funds.

#### Board Goals/ Strategic Plan Goals

Board Goals 1-4

#### Executive Summary

Presentation and discussion of the 1882 partners updated outcome goals and contract renewal, Carver Center. Carver Center goals and contract expire at the end of the 2024 school year. This review and discussion by the Board of Trustees of the 1882 partnership updated outcome goals is for a partner in the final year of their approved goals and with MISD.

The following are updated Academic Outcomes.

#### **Performance Goal 1:**

Performance Goal 1 -Previous Goals					
	19-20	20-21	21-22	22-23	23-24
Campus Rating	A	A	A	A	A
	Not Rated	Not Rated	A Overall Scaled Score: 96	Not Rated	Pending



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

Performance Goal 1: Domain 1: Student Achievement-New Goals					
	24-25	25-26	26-27	27-28	28-29
Campus Rating	A	A	A	A	A

### Performance Goal 2:

Performance Goal 2-Previous Goal					
	19-20	20-21	21-22	22-23	23-24
Campus Rating for School Progress Domain	A	A	A	A	A
	Not Rated	Not Rated <small>Component Score: 86 Scaled Score not available</small>	A <small>Component Score: 89 Scaled Score: 95</small>	Not Rated <small>Component Score: 88 Scaled Score not available</small>	Pending

Performance Goal 2: Domain 2: School Progress-New Goal					
	24-25	25-26	26-27	27-28	28-29
Campus Rating for School Progress Part A: Student Growth	A	A	A	A	A
Campus Rating for School Progress Part B: Relative Performance	A	A	A	A	A

### Performance Goal 3:

Performance Goal 3: Student Progress -Previous					
	19-20	20-21	21-22	22-23	23-24
Earn all six Distinction Designations awarded by TEA	Maintain	Maintain	Maintain	Maintain	Maintain



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

	No Distinction Designations were awarded.	No Distinction Designations were awarded.		No Distinction Designations were awarded.	<b>Pending</b>
--	---	---	--	---	----------------

Performance Goal 3: Domain 3: Closing the Gaps–New					
	24-25	25-26	26-27	27-28	28-29
<b>Campus Rating for Closing the Gaps</b>	A	A	A	A	A

### Performance Goal 4:

Performance Goal 4–Previous					
	19-20	20-21	21-22	22-23	23-24
<b>School Performance Framework (SPF)</b> The SPF will be officially rolled out November 2019. Expectations for the OP will be finalized upon the publication of that rating system.	Based on the final development of the SPF in 2019-2020 will be utilized to determine a baseline score band for the SPF.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.

**Performance Goal for was eliminated from new goals.**

### Recommendation

Carver Center recommends the approval of the updated performance contract and goals.

### Motion

Approve as presented

### Contact Person

Melissa Horner, Executive Director of Student Services

### Enclosure

Carver Elementary Contract

**SECOND AMENDMENT TO PERFORMANCE AGREEMENT  
BETWEEN MIDLAND INDEPENDENT SCHOOL DISTRICT  
AND THE CARVER CENTER**

THIS AMENDMENT is made and entered into on June 25, 2024, by and between Midland Independent School District, a public independent school district and political subdivision of the State of Texas, (“District”) and The Carver Center (“Operating Partner” or “OP”) (together, the “Parties”).

WHEREAS, the District and OP entered into a Partnership Performance Agreement, pursuant to Senate Bill 1882, dated March 25, 2019 (“Agreement”), a contract for services to operate the Carver Center campus (“School”); and

WHEREAS, the Agreement identified above, is attached hereto, and incorporated herein and marked Attachment A, and its terms and conditions remain unchanged except as modified in this amended agreement; and

WHEREAS, the Parties desire to make certain amendments to the Agreement as set forth below;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants of the Parties hereto, it is mutually agreed as follows:

1. Paragraph 1.05 is hereby deleted in its entirety and amended to read as follows:

Charter Granted & Term of Charter. On this Commencement Date, the District hereby grants the School a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.052, 12.0521, or 12.0522. This is not an in-district charter with the lowest performance rating in accordance with TEC § 12.0522(c), such that this Agreement is subject to the 15% limit in TEC § 12.0522(c). The District shall ensure that the charter is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2019 and expires on June 30, 2029 unless the specified performance goals set forth in **Addendum A-3** are substantially met, as determined by the Board of Trustees of the District in accordance with TEC § 12.0531.

2. Paragraph 2.04 is hereby deleted in its entirety.

3. Paragraph 4.01 is hereby deleted in its entirety and amended to read as follows:

Term. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2029 (“Term”). At the end of the Term, and if the Agreement has not been terminated, then the Parties may elect to renew this Agreement for an additional term of up to five (5) years. This Agreement is subject to the termination provisions detailed in this Agreement.

4. Paragraph 4.02 is hereby deleted in its entirety and amended to read as follows:

Notice of Non-Renewal. If this Agreement has not been terminated *and* the District anticipates opting to non-renew the Term of this Agreement, then no later than February 1, 2029, the District shall notify the OP in writing of its intent to not renew this Agreement. If the District does not notify the OP in writing by February 1, 2029 of its intent to non-renew this Agreement, then this Agreement will automatically renew for a one-year term, and subsequently renew for one-year terms on February 1 of each successive year.

5. Paragraph 4.06 is hereby deleted in its entirety and amended to read as follows:

Termination Related to Academic Performance. The District may terminate this Agreement if any two of the goals specified in **Addendum A-3** are not achieved for two consecutive years. Termination under this paragraph shall be effective at the end of the school year following the second consecutive year in which two goals are not met so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the annual final determination of student outcome goals relative to this Agreement and specified in **Addendum A-3**.

6. Paragraph 8.01 is hereby deleted in its entirety and amended to read as follows:

Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in **Addendum A-3**, or as amended, are achieved. Performance objectives may include, but not be limited to, student proficiency, academic growth, and college readiness. Additional objectives as well as a timeline may be developed for charters established at campuses that do not meet state accountability standards.

7. Paragraph 9.02.2 is hereby deleted in its entirety and amended to read as follows:

*Special Education:* The District shall have authority to operate, maintain, oversee, and intervene in the School's Special Education program, which OP shall comply with in accordance with State and Federal laws, including but not limited to the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act of 1973. The District shall retain final authority in all Special Education matters. The Parties shall annually review the number of students receiving special education services at the School no later than the second Friday in March of each year. If the Parties determine by mutual written agreement that a full-time teacher is needed, the OP shall be required to hire and supervise, in accordance with Article XI of this Agreement, a certified special education teacher for the following school year only. Such teacher shall be housed at the School and dedicated to handling the duties and responsibilities of a special education teacher, with support from the MISD Special Services Department, on a full-time basis.

8. Paragraph 10.04.1 is added to the Agreement and appended onto Paragraph 10.04 as follows:

In accordance with the expected MISD grade reconfiguration plans, beginning in the school year 2028-2029, OP will exclusively serve Grade 1 through Grade 5. In the event that MISD elects not to reconfigure grade levels in order to create traditional “middle schools” (grades 6-8) beginning in 2028-2029, OP shall continue to serve students through Grade 6 until such grade reconfiguration is implemented.

9. Paragraph 11.06 is hereby deleted in its entirety and amended to read as follows:

Employment Records. MISD is responsible for maintaining the employment records for all School personnel employed by the District, and all employment records of District employees are the property of MISD. MISD will maintain the employment records for the OP employee serving as Executive Director (School Principal) and will share those records with the person serving in that role and with OP’s board officers upon request.

10. Paragraph 11.08 is hereby deleted in its entirety and amended to read as follows:

Non-Solicitation. Both Parties agree not to hire any employee from the other Party without first conducting a reference check with the employee's current supervisor (or Human Resources Department, if preferred by supervisor), and until it receives written confirmation that the employee has been released from any contractual obligations with the other Party. For lateral hires, both Parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, the then current employer must determine whether to release the employee’s contractual obligation. Such release shall not be unreasonably withheld. For promotions, both Parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the transfer window, both Parties agree to work together to ensure that the transition does not unnecessarily negatively affect student learning. Both Parties agree to work together to share recommendations regarding former employees who may be suitable for employment by the other Party. Nothing in this Paragraph alters the nature of the ongoing relationship between any employee and his/her employer.

11. Paragraph 11.10 is hereby deleted in its entirety and amended to read as follows:

District Non-Renewal. Concerning personnel and employment decisions under this Article, OP shall follow the District’s established timelines for employment actions, including, but not limited to, the deadline to communicate District employee non-renewals for the following school year.

12. Paragraph 12.05 is hereby deleted in its entirety and amended to read as follows:

Extracurricular Programming and Participation. Students enrolled at the School may join any extracurricular activity offered by OP for its enrolled students. Beginning with the 2024-2025 school year, students enrolled at the School may not participate in extracurricular activities offered at other campuses within the District.

13. The notice provision of Paragraph 19.09 shall be amended to reflect the current Superintendent of the District:

Dr. Stephanie Howard  
Superintendent of MISD  
615 W. Missouri Ave.  
Midland, TX 79701  
(432) 240-1002  
Email: stephanie.howard@midlandisd.net

This Amendment shall be effective the 25<sup>th</sup> day of June, 2024. In all other respects, the Agreement is ratified and confirmed.

WITNESS our signatures on the dates set forth below.

**Midland Independent School District**

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

Tommy Bishop  
President – Midland ISD Board of Trustees

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

**The Carver Center**

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

Dr. Ayotunde Esho  
President, Board of Directors – The Carver Center

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

# Carver



**June 25, 2024**

**Renewal of Contract and Approval of Academic Goals**

---



## School Overview

<b>Location</b>	1300 E Wall St	<b>Grades Served</b>	1-6
<b>Leadership</b>	Stephanie Carnett	<b>Board Members</b>	President: Ayotunde Esho Secretary: Leah Robertson Treasurer: Ryan Lovell Member: Elise Kail Member: Letty Amalla
<b>First Charter Year</b>	2019	<b>Total Enrollment</b>	615 (6/11)
<b>Charter Term</b>	2019 - 2029	<b>Charter length</b>	5 yrs, 3 yrs on renewal
<b>Recent actions</b>	This will be the first renewal for this partner.	<b>Current Performance Contract Term</b>	2019-2020 thru 2023-2024; 5 years

# Who are we?



## ..... Student Experiences

- Art class & club
- Music class
- Orchestra class
- Destination Imagination class & competitive
- Spanish class
- Interest Investigations
- School-wide Science Fair
- Student Council
- National Elementary Honor Society
- Competitive Chess Club
- Journalism club
- Debate club
- Beginner & Competitive Robotics
- Community Service
- News Production & Journalism club
- Choir
- Field Trips
- College visits

## ..... Instructional Design

- QCP (Quality, Creativity & Perseverance)
- Depth & Complexity
- Personalized Learning
- Scholarly behaviors
- Critical & Independent thinking skills
- Effective communication skills
- Leadership skills
- Project-based Learning



# Who are we?



## ..... Teacher Capacity

- 30-hour GT Training
- GT Supplemental Certification
- ESL Certification (ELAR teachers)
- Teacher leadership & decision-making
- Collective accountability & expectations
- Strong vertical PLCs
- Collaborative Partners
- Levels of Support & earned autonomy
- GT Instructional Specialist teacher support
- Classroom visits focused on student engagement and high-level questioning
- High-quality hiring and onboarding process for new teachers

## ..... Program Growth

- Math Acceleration Program
- Continue building our Bilingual Program
- Full-time Special Education teacher
- Increased teacher & student support with Associate Principal and Assistant Principal
- Continued professional learning on how to build the best learning environment for our Twice Exceptional students
- Increased number of TIA designated teachers
- Expanding UIL opportunities through A+ Academics
- Increased parent participation in K12 Insight Survey





# Current Academic Goals



Performance Goal 1					
	19-20	20-21	21-22	22-23	23-24
<b>Campus Rating</b>	A	A	A	A	A
	Not Rated	Not Rated	A Overall Scaled Score: 96	Not Rated	Pending

Performance Goal 2					
	19-20	20-21	21-22	22-23	23-24
<b>Campus Rating for School Progress Domain</b>	A	A	A	A	A
	Not Rated	Not Rated Component Score: 86 Scaled Score not available	A Component Score: 89 Scaled Score: 95	Not Rated Component Score: 88 Scaled Score not available	Pending



# Current Academic Goals



Performance Goal 3: Student Progress					
	19-20	20-21	21-22	22-23	23-24
Earn all six Distinction Designations awarded by TEA	Maintain	Maintain	Maintain	Maintain	Maintain
	No Distinction Designations were awarded.	No Distinction Designations were awarded.	Earned five Distinction Designations	No Distinction Designations were awarded.	<b>Pending</b>
<p><b>Distinction Designations are based on performance of schools in a similar comparison group. Targets are set based on performance of the group and change from year to year. It is not best practice to set a goal with a moving target that is based on other schools' performance.</b></p>					

Performance Goal 4					
	19-20	20-21	21-22	22-23	23-24
<p><b>School Performance Framework (SPF)</b> The SPF will be officially rolled out November 2019. Expectations for the OP will be finalized upon the publication of that rating system.</p>	Based on the final development of the SPF in 2019-2020 will be utilized to determine a baseline score band for the SPF.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.	Set specific target for SPF based on SPF development.
<p><b>SPF was not finalized and could not be used to as a performance goal.</b></p>					



# New Academic Goals



## Performance Goal 1: Domain 1: Student Achievement

	24-25	25-26	26-27	27-28	28-29
<b>Campus Rating</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>

## Performance Goal 2: Domain 2: School Progress

	24-25	25-26	26-27	27-28	28-29
<b>Campus Rating for School Progress Part A: Student Growth</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>
<b>Campus Rating for School Progress Part B: Relative Performance</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>	<b>A</b>

## Performance Goal 3: Domain 3: Closing the Gaps

	24-25	25-26	26-27	27-28	28-29
<b>Campus Rating for Closing the Gaps</b>	<b>A</b>	<b>A</b> <sup>211</sup>	<b>A</b>	<b>A</b>	<b>A</b>



# Summary of Contract Renewal



Carver Center has applied for renewal of its charter contract. Staff gathered data and information from annual reports and meetings as they relate to the Performance Goals and the charter contract. A thorough analysis of these materials has been conducted.

Based on strong historical performance as it relates to Carver Center's charter contract, **we recommend renewal** based on the following:

## **Academic Outcomes**

- Carver Center has met all expectations and received A rating over the course of the charter period.
- Carver Center's Performance has been strong over the last three years, meeting all academic goals. It has consistently met or exceeded expectations on the State of Texas Assessments of Academic Readiness (STAAR).
- Student outcomes on the STAAR reading and math assessments show Carver Center student results were more than double the results, and in some cases, more than triple that of state, region, and MISD results.

## **Financial Health**

- Carver Center has met all financial obligations and goals.

## **Organizational Performance**

- Carver Center has met all Organizational Expectations. The board has recruited board members as needed to have a full and well-diversified board.



E. Discussion of and Request for Approval of the Amended Contract of Senate Bill  
1882 Partnership with IDEA - Travis Elementary School  
Presenters: Roberto Cedillo & Tucker Durham

215



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Roberto Cedillo

**Subject:** Discussion of and Request for Approval of the Amended Contract of Senate Bill 1882 Partnership with IDEA - Travis Elementary School

### Action Item

#### **Financial Impact**

This agreement allows for the Operating Partner to receive additional SB 1882 Funds.

#### **Board Goals/ Strategic Plan Goals**

Board Goals 1-4

#### **Executive Summary**

Presentation and discussion of the 1882 partner, IDEA-Travis. This review by the Board of Trustees of the 1882 partnership contract is for amendments to the contract between Midland ISD and IDEA – Travis Elementary.

Amendment to the contract: The contract amendment contains revisions to the Term and Termination, Food Services, Payment Sources & Structure, Federal Funds, District Administrative Services, Enrollment Policies, and other language modifications.

#### **Recommendation**

Midland ISD recommends the approval of the updated contract.

#### **Motion**

Approve as presented

#### **Contact Person**

Roberto Cedillo, Deputy Superintendent

#### **Enclosure**

Agreement Between Midland ISD and IDEA Public School

**AGREEMENT BETWEEN**  
**MIDLAND ISD**  
**AND**  
**IDEA PUBLIC SCHOOLS**

This Agreement (the “Agreement”) is made and entered into as of March 25, 2019 (“Commencement Date”) by and between **MIDLAND INDEPENDENT SCHOOL DISTRICT**, a public independent school district and political subdivision of the State of Texas, (“District”) and **IDEA PUBLIC SCHOOLS**, a Texas open- enrollment charter holder and nonprofit corporation (“Operating Partner” or “OP”) (together, the “Parties”) to operate TRAVIS ELEMENTARY SCHOOL (the “School”), or as modified by Paragraph 3.02 below. The purpose of this Agreement is to set forth the objectives, understandings, and agreements of the Parties in connection with the establishment and operation of Senate Bill No. 1882, adopted by the 85th Texas Legislature in 2017, codified as Texas Education Code (“TEC”) §§ 11.174 and 42.2511 (“SB 1882”), which allows this cooperative partnership between a public education institution and an open-enrollment charter holder to contract to operate an in-district charter authorized under TEC Subchapter C, Chapter 12.

**ARTICLE I. RECITALS**

- 1.01 Independent School District. The District is an independent school district created in accordance with the laws of Texas.
- 1.02 Authority to Contract. The Board of Trustees of the District is empowered by Texas Education Code (“TEC”), §§ 11.157 and 11.174, to contract with a public or private entity for that entity to provide educational services for the District.
- 1.03 Statutory Authorization. This Agreement is made pursuant to and in accordance with SB 1882, which allows school districts to partner with either an open-enrollment charter school or other eligible entity to operate a district campus, including an in-district charter as in this Agreement.
- 1.04 Charter School/Non-Profit Organization. IDEA PUBLIC SCHOOLS is a TEA accredited Subchapter D, Chapter 12 open-enrollment charter holder and an organization that is exempt or has applied for exemption from taxation under Section 501(c)(3), Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)), and is hereby contracted to operate a charter granted to the School under TEC Subchapter C, Chapter 12 and is eligible under TEC §§ 11.174 and 12.101(a) to operate the School.
- 1.05 Charter Granted & Term of Charter. On this Commencement Date, the District hereby grants the School a charter in accordance with and under TEC Chapter 12, Subchapter C, specifically §§ 12.052, 12.0521, or 12.0522. This is an in-district charter with the lowest performance rating in accordance with TEC § 12.0522(c), such that this Agreement is not subject to the 15% limit in TEC § 12.0522(c). The District shall ensure that the charter

is properly authorized under TEC Chapter 12, Subchapter C. A charter granted under TEC Chapter 12, Subchapter C begins on July 1, 2020 and expires on July 31, 2030 unless the specified performance goals set forth in Addendum A-3 are substantially met, as determined by the Board of Trustees of the District in accordance with TEC § 12.0531. Failure of the Texas Commissioner of Education to approve the Parties' relationship as an eligible partnership under TEC 11.174 shall render this Agreement null and void.

- 1.06 Consultation. The District has consulted with campus personnel regarding provisions to be included in this Agreement. The District's consultation with campus personnel will occur at a meeting on whereby personnel are able to ask questions and receive information. At that meeting, the District will inform campus personnel of the opportunity to apply for employment with OP and to potentially be assigned to the School and campus personnel understand that employment decisions and assignments shall be determined solely by OP and that OP and the District are not dual employers. OP will be the sole employer of its personnel and its personnel are subject to OP's Employee Handbook and OP's policies. District employees accepting a position with OP recognize that they do not have the protections afforded by current employment contracts with the District and that OP is not subject to TEC Chapter 21.
- 1.07 Consideration. In consideration of the mutual agreements set forth in this Agreement, and for other good and valuable consideration, the Parties agree as follows:

## **ARTICLE II. PURPOSE OF AGREEMENT**

- 2.01 Contract for Services. This Agreement constitutes a contract for services.
- 2.02 Premise of Agreement. This Agreement is predicated on an understanding that students benefit when decisions regarding educational programs, operations, and student services are made at the campus level and that autonomy and accountability are mutually reinforcing principles.
- 2.03 Student Achievement. The primary purpose of this Agreement is to improve student outcomes by allowing the District to partner with OP to operate the School as an independent campus subject to transparent accountability requirements, which are set by TEC Chapters 39 and 39A. The provisions of this Agreement shall be construed and applied to achieve this purpose.
- 2.04 [Intentionally Deleted]

## **ARTICLE III. DEFINED TERMS**

- 3.01 School Campus. "School Campus" has the meaning assigned in the Texas Administrative Code Title 19, § 97.1051(3) and includes all components of the operation of the campus, including, without limitation, the grade levels served, the courses taught, the instructional materials, staffing, budgetary allocations, scheduling, transportation, and other services and responsibilities associated with school campus operation.

- 3.02 Facilities. “Facilities” are defined as the building(s) located on the School Campus and related equipment, furnishings, and property improvements, including any athletic fields and related improvements, and the land on which the building(s) and related improvements are located as more fully defined in Article XIII.
- 3.03 Material Breach. A “Material Breach” of this Agreement shall include the failure of a Party to comply with or fulfill any material obligation, condition, term, representation, warranty, provision, or covenant contained in this Agreement, including without limitation any failure by either Party to meet generally accepted fiscal management and government accounting principles, or comply with all Applicable Law under Paragraph 3.05.
- 3.04 Applicable Law. “Applicable Law” means all state and federal laws, rules, regulations, and administrative and judicial determinations and decisions that govern the performance of this Agreement, as they currently exist or as they may be adopted, amended, or issued during the Term of this Agreement under Article VI.

#### **ARTICLE IV. TERM AND TERMINATION**

- 4.01 Term. The term of this Agreement shall begin on the Commencement Date and end on June 30, 2030 (“Term”). At the end of the Term, and if the Agreement has not been terminated, then the Parties may elect to renew this Agreement on mutually acceptable terms in writing. In the event that no such renewal agreement is fully executed prior to the end of the Term, this Agreement be effectively “non-renewed” at the conclusion of the Term without further action being required of either Party. This Agreement is subject to the termination provisions detailed in this Article.
- 4.02 [Intentionally Deleted]
- 4.03 Termination Right to a Public Hearing. If the School successfully achieves the student outcome goals specified in **Addendum A-3**, attached, the District must hold two public hearing at least one week apart and at least sixty (60) days prior to any District action to terminate the Agreement. At least one of the two public hearings shall be held at the OP’s campus between 6PM and 8PM on a weeknight with at least five (5) days’ notice to OP and the Public. If the School fails to achieve the student outcome goals specified in **Addendum A-3**, the District shall not extend this Agreement without a public hearing at least sixty (60) days prior to any District action to extend or renew this Agreement. Only after conducting the above required public hearing(s), may the District’s Board schedule a meeting to take possible action on termination, and the Board must conduct at least two-readings of this action as described below in this section. Any deliberations among and action taken by the Board of Trustees shall be conducted in open session with specific notice on the Agenda(s) that the Board is considering and may take action to terminate OP’s contract. Any decision by the Board of Trustees to terminate or non-renew this Agreement pursuant to this subsection shall be accomplished by no less than a 75% affirmative vote of the full Board of Trustees with the vote and decision of the Board being confirmed through two meetings and two votes (each receiving 75% affirmative vote) of the Board held at least five (5) business days apart.

- 4.04 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual written agreement of OP and the District without penalty if termination is effective no sooner than the end of the then current school year.
- 4.05 Termination for Cause. Either Party may terminate this Agreement if the other Party fails to remedy a Material Breach of this Agreement within 120 days after written notice by the non-breaching Party of such Material Breach. If OP terminates this Agreement because of the District's Material Breach that is not cured, then the District shall pay OP a transition fee of \$1,000,000.00 as liquidated damages. If the District terminates this Agreement because of OP's Material Breach that is not cured, then OP shall pay the District a transition fee of \$500,000.00 as liquidated damages. The Parties acknowledge that the transition fee is to cover teacher salaries, service agreement contracts, and other transition costs to support the transition after this Agreement is terminated under this Paragraph. Based on the above considerations, both Parties agree that it is reasonable for OP and the District to be paid in the amounts set forth above and that such amounts are intended by the Parties as compensatory and not punitive.
- 4.06 Termination Related to Academic Performance. The District may terminate this Agreement if the School is placed in one of the lowest two categories of school improvement for two (2) or more consecutive years in which it is operated by OP or fails to achieve any two of the goals specified in Addendum 3, attached, for two (2) or more consecutive years. Termination under this paragraph shall be effective at the end of the then current school year so long as written notice of such termination is provided no later than thirty (30) days after receipt of the Commissioner of Education's academic ratings or the determination of student outcome goals. The District may terminate this Agreement for academic performance issues if the accountability pause from mandatory sanctions under TEC § 39.107(e) has not been extended by the Commissioner of Education.
- 4.07 Bankruptcy; Dissolution. This Contract will terminate immediately upon the (i) filing by any party of a voluntary petition in bankruptcy; (ii) adjudication of such party as bankrupt; (iii) the filing of any petition or other pleading in any action seeking reorganization, rearrangement, adjustment, or composition of, or in respect of such Party under the United States Bankruptcy Code or any other similar state or federal law dealing with creditors' rights generally; or (iv) the permanent dissolution of OP, or any valid assignee of OP, as a corporate entity.
- 4.08 Change in Applicable Law. If any change in Applicable Law that is enacted after the Effective Date could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Contract, including the repeal of authority for the District to grant a charter pursuant to Texas Education Code §§ 11.174 and 42.2511 or additional state funding, the Parties shall renegotiate the Agreement in good faith to resolve the matter. If the Parties cannot reasonably negotiate the Agreement within 60 days of the change in Applicable Law, then either Party may terminate this Agreement and no transition fee shall be paid to either Party.

- 4.09 Termination for Non-Appropriation. The obligations for payment by the District to OP under this Agreement constitute a commitment of current revenues only and does not create an impermissible debt. Likewise, the obligations of OP to expend any public funds for the School Campus costs and expenses constitute a commitment of current revenues only and does not create an impermissible debt. Either Party may terminate this Contract at the end of the current fiscal year in the Event of Non-Appropriation. As used herein, the term “Event of Non-Appropriation” shall mean the failure of either or both Parties to be appropriated any funds by the Texas Legislature. In the preceding sentence, the term “any funds” does not mean any funds allocated to district-charter partnerships. It means “any funds” allocated to either or both Parties. In other words, an Event of Non-Appropriate does not occur until either party receives or both parties receive zero funding from the State of Texas. In the Event of Non-Appropriation, each Party shall give as much notice as reasonably possible but, in no event, will give written notice less than forty-five (45) days before the end of the then current fiscal year.
- 4.10 Conflict Resolution. If there is any disagreement between the Parties concerning this Agreement or regarding provision of service between the Parties that cannot be resolved informally or between each Parties’ Superintendent or designee, then each Party agrees to submit such disagreement in writing and with supporting documentation to a Working Group established under Section 10.04 consisting of two delegates for each Party assigned by each Superintendent. The delegates for the Working Group shall not be from the Parties’ respective departments involved in the dispute. The Working Group shall meet with both Parties jointly and individually to hear the concern, evaluate the issue or concern and to make a joint recommendation to the Parties as to a resolution. The Superintendents for each Party shall receive and consider the recommendation of the Working Group in good faith and implement the Working Group’s recommendation, unless the Superintendents mutually agree to another resolution of the issue or concern.

## **ARTICLE V. RELATIONSHIP OF THE PARTIES**

- 5.01 Nature of Relationship. The relationship between the Parties hereto shall be that of contracting parties. OP shall operate as an independent contractor to the District and shall be responsible for delivering the services required by this Agreement. The relationship between and among the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and such contracts and agreements as may be created in the future from time to time between the Parties and reduced to writing.
- 5.02 No Agency. Neither Party will be the agent of the other Party except to the extent otherwise specifically provided by this Agreement. Neither Party has the express nor implied authority to bind the other Party to any contractual duty other than what is specifically stated in this Agreement. Furthermore, both Parties shall represent to third parties and shall disclaim to such third parties, the extent of that Party’s binding authority, which must be approved by the Parties’ respective governing boards held in accordance

with the Texas Open Meetings Act (appearing in minutes of such meeting) and as agreed to in writing by the Parties.

- 5.03 No Common Control. Neither Party is a division, subsidiary, affiliate, or any part of the other Party, nor has the right or authority to exercise any common control of any other Party. Nothing herein shall be construed to create a partnership or joint venture by or between the District and the OP.
- 5.04 Assurance of Independence. The OP's governing body shall remain independent of the District. OP's governing body shall not be comprised of any members of the District's Board of Trustees, the District's Superintendent, or any staff member responsible for granting this Agreement. Further, no member of the governing body is or will be related within the first degree of affinity or consanguinity with any members of the District's Board of Trustees, Superintendent, or any staff member responsible for granting this Agreement or overseeing this Agreement.

#### ARTICLE VI. APPLICABLE LAWS

- 6.01 Compliance with Applicable Law. The Parties shall perform their respective obligations under this Agreement in compliance with Applicable Law. The Parties stipulate that Applicable Law includes, but is not limited to, Title VI of the Civil Rights Act of 1964, as amended; Title VII of the Civil Rights Act; Title IX of the Education Amendments of 1974; Section 504 of the Rehabilitation Act of 1973 ("Section 504"); the Age Discrimination Act of 1975; the Americans with Disabilities Act; the Individuals with Disabilities in Education Act ("IDEA"); the Family Educational Rights and Privacy Act of 1974 ("FERPA"); the Every Student Succeeds Act to the extent specified in the Act; the Texas Education Code to the extent the School is not exempt; applicable record retention laws and conflicts of interest laws under the Texas Local Government Code; the Texas Local Government Code, to the extent it applies to school districts; and any amendments, interpretations, and reauthorizations of the foregoing.
- 6.02 Scope of Applicable Law. The Parties agree that certain laws and regulations that apply to other schools within the District may not apply to the School Campus or its operation as a consequence of the grant of a campus charter under Texas Education Code, Chapter 12. The Parties further agree that, except as provided in this Agreement, as identified in **Addendum A-2**, or required by Applicable Law, no provision, rule, or guideline of Texas law otherwise applicable to a governing body or school shall apply to the School or its operation.
- 6.03 Immunity. Nothing contained in this Agreement shall be read to waive the immunity granted by TEC, Chapter 22, Subchapter B, and TEC, Chapter 12, Subchapter C. The Parties acknowledge, stipulate and agree that this Agreement is a contract for goods and services subject to Chapter 271, Subchapter I of the Texas Local Government Code in that OP is providing goods and services to the District, that the District is providing goods and services to OP, that this Agreement is duly authorized and properly executed by both Parties, and that immunity is waived as between the Parties for purposes of adjudicating any future claim for breach of this contract.

## ARTICLE VII. GOVERNING POLICIES

- 7.01 Limitation on Authority. An educational or administrative service necessary for operation of the School, but not specifically reserved for the District to provide under this Agreement, shall be provided and solely managed by OP insofar as such delegation is permitted by state and federal law. A service is provided by OP if OP performs the service, contracts for its performance, or otherwise ensures and oversees provision of the service. Neither this paragraph nor this Agreement prohibits the District from contracting with another entity for the provision of services for the campus, but any and all services contracted for or performed for the School must be made in deference to and in accordance with the responsibilities detailed in this Agreement.
- 7.02 Policy Election. OP shall operate in accordance with the District's Charter Policy specified in **Addendum A-1** and other policies specified in **Addendum A-2**, as they currently exist or as they may be amended, so long as any such amendment does not constitute a Material Breach of this Agreement. If both Parties agree that an amendment amounts to a Material Breach, then the Parties may agree to operate under a prior (non-amended) policy so long as the prior policy is in compliance with the then-current Applicable Laws.
- 7.03 Adoption and Publication of School Policies. OP shall have the initial and final decision in adopting policies applicable to the School, other than the policies specified in **Addendum A-2**. All policies adopted by OP shall comply with Applicable Law.
- 7.04 Future Waivers and Exemptions. Pursuant to 19 TAC § 97.1075(d)(6), the School is exempt from laws and rules to the fullest extent allowed by TEC, Chapter 12, Subchapter C, and is exempt from all District policies except for laws, rules, and policies that are specifically identified as applicable to the School in this Agreement and/or incorporated by reference herein. The Parties will collaborate in applying for waivers from any restrictions imposed by Applicable Law when it is jointly determined that such waiver would expand opportunities for students enrolled in the School Campus. If the District is relieved from compliance from certain state or federal law or regulation through a waiver, adoption, or amendment of a local innovation plan under Chapter 12A, Texas Education Code, the School is automatically relieved from compliance regardless of whether such relief is addressed in this Agreement. Further, if a waiver from a local policy, procedure, protocol, or other requirement is granted to another school in the District that serves students at the same grade levels offered at the School, and the policy is not waived by this Agreement, the waiver applies to the School Campus unless the District notifies the School otherwise in writing within 60 days of the waiver's application to the other school(s).

## ARTICLE VIII. PERFORMANCE REQUIREMENTS

- 8.01 Student Outcome Goals. The primary responsibility of OP under this Agreement is to ensure that the annual student outcome goals specified in **Addendum A-3**, or as amended, are achieved. Performance objectives may include, but not be limited to, student proficiency, academic growth, and college readiness. Additional objectives as

well as a timeline may be developed for charters established at campuses that do not meet state accountability standards.

- 8.02 Performance Measurement, Methods, and Timeline. The Parties agree that achievement of annual student academic and financial performance targets agreed upon by the Parties and specified in **Addendum A-3** will be determined using the methods, indicators, and timelines specified in that Addendum.
- 8.03 Performance Consequences. The Parties agree to specific consequences in the event that the OP does or does not meet the annual academic or financial performance expectations and goals described in **Addendums A-4** and **A-5**.
- 8.04 Responsibilities of OP Governing Board. The governing board of OP agrees that it is responsible for ensuring that OP achieves performance goals specified in **Addendum A-3** and is obligated to oversee management of the School and intervene as required to ensure that performance goals are achieved.
- 8.05 Monitoring Performance. The District shall retain the right to monitor the performance of the School and OP under **Addendum A-3**. The District shall provide 48-hours' notice of any performance monitoring visit to OP's campus leader or executive director, except in the event the District provides less than 24-hours' notice, the OP's campus leader or executive director must approve the visit before such visit may take place. The District shall share the results or findings/observations of any performance monitoring with OP as soon as any report or documentation is completed.

#### **ARTICLE IX. RESPONSIBILITIES**

- 9.01 OP Responsibilities: The OP shall have the sole authority over matters involving academic curriculum and the instructional program. In accordance with Paragraph 11.01, OP shall have sole authority to select, reassign at the School, or request removal by the District of District employees. OP shall have sole authority to hire or terminate OP's employees. OP must employ at least one employee at the School.
  - 9.01.1 *Administration.* OP shall select and manage the School's Executive Director, Principal, Assistant Principal, and any other role designated as an administrator, who may be employed by either the District or OP. The OP has the initial and final non-delegable authority to hire, supervise, manage, assign, evaluate, develop, advance, compensate, continue employment, and establish any other terms of employment for its employees.
  - 9.01.2 *Teaching Staff.* OP shall hire and supervise the School's teachers, teaching assistants, para- professionals, curriculum specialists, program coordinators, and any other academic instructional role, who shall be employees solely of OP. District personnel may apply for employment with OP and OP agrees to interview and give fair and adequate consideration to any District employees applying for employment with OP, consistent with OP's equal employment

opportunity laws and policy. Hiring decisions are within OP's sole authority and discretion.

- 9.01.3 *Miscellaneous.* OP shall also hire and supervise the School's guidance counselors, librarians, extracurricular activity instructors, physical education instructors, and any other role directly involved in overseeing/creating academic curriculum, who shall be employees of OP.
- 9.01.4 *Substitute Teachers.* OP shall be responsible for employing substitute teachers to the School.
- 9.01.5 *Special Education:* The OP shall have authority to oversee the School's Special Education program. OP shall comply with State and Federal laws governing students with disabilities including but not limited to the IDEA and Section 504. As the LEA chiefly responsible for identifying and serving students with disabilities, the OP shall retain final authority in Special Education litigation matters, but the OP, subject 19 TAC § 97.1075(c)(2)(B) and to each child's IEP, shall have final authority regarding the day-to-day learning environment, services, and expectations for students who receive Special Education services.
- 9.01.6 *Custodial Services:* The OP shall maintain the School Campus and Facilities by overseeing and contracting for the maintenance of the campus via janitorial staff, and necessary repair work.
- 9.01.7 *Food Services.* Unless otherwise agreed upon by mutual written agreement between the parties, the OP shall provide food and cafeteria services to the School Campus. The OP shall provide food and cafeteria services in accordance with applicable federal, state, and local laws and regulations. OP is responsible for the distribution and collection of meal applications for all students.
- 9.02 District Responsibilities: The District shall maintain control of and shall be responsible for all non-academic and non-curriculum staff and personnel, which includes but is not limited to the below, subject to OP's annual election of individual services described in section 14.04.
- 9.02.1 *Maintenance:* The District shall provide utilities as a buyback service to the OP upon mutual consent of both parties. The District shall be responsible for all structural (including roof, exterior walls, foundation, structural/load-bearing components), windows, doors, mechanical, electrical, plumbing, groundskeeping and HVAC maintenance, repair and replacement if necessary.
- 9.02.2 *Record Keeping:* District and OP will coordinate record keeping and compliance with state law. OP will use the District's record keeping Student Information System (SIS) required by the Texas Education Agency's Public Education Information Management System (PEIMS) data reporting. OP will provide a technology solution that connects both Parties' SIS systems. OP will also work with District to develop a mutually agreeable method by which OP will share all

relevant and required student performance data, including data related to Addendum 3, and all information required by PEIMS.

9.02.3 *Transportation*: The District shall provide all necessary transportation to and from the School and school related activities and to and from the School and a regular student transportation route. Any transportation needs outside of the District's regular schedule shall be contracted back to the District and paid for by OP.

9.02.4 [*Food Services*. Intentionally Deleted]

9.02.5 *Security and Safety Services*: The District shall provide security and safety services for the campus in the same manner which is made available to other District campuses. These services include but are not limited to on-call police service, security cameras, and key and lock badge swipe system for the building.

## **ARTICLE X. SCHOOL OPERATIONS**

10.01 OP's Governing Board. OP represents that a true and accurate list of its current directors ("Directors") is attached to this Agreement as **Addendum A-10**. If there is any change to the Directors during the Term of this Agreement, OP shall provide written notice to the District of the change within 30 days. No District Board of Trustees member, Superintendent, or any staff member responsible for granting this Agreement shall be appointed to OP's Governing Board. District staff may not comprise a majority of OP's Governing Board.

10.02 Budgetary Authority of OP. OP has sole authority to approve or amend the budget for the School Campus.

10.03 OP's Executive Director ("Ex. Dir."): The Chief Administrator of the School shall be the Ex. Dir., who shall be employed by and supervised by the OP. The Ex. Dir. shall oversee the School's day- to-day operations. The Ex. Dir. shall be assigned to record, prepare, disseminate, and maintain meeting minutes. The School's overall educational framework, mission, budgetary approval, and policies shall be developed and adopted by OP with input from the Working Group. The School shall be subject to the direction, control, policies, practices, and procedures of the Ex. Dir., subject to the requirements of this Agreement and input from the Working Group. The Ex. Dir. shall ensure that the curriculum meets the requirements of state law, subject to the academic program review and input from the Working Group.

10.03.1 *Principal*. The head of the School shall be the School Principal, who shall be subject to the control of the Ex. Dir. and who shall be invited to attend any Working Group meetings, if requested.

10.03.2 *OP Employee*. OP shall hire and manage at least one employee at the School, which may be, but is not limited to, the Ex. Dir.

10.04 Working Group. The OP and District shall jointly appoint a Working Group to be regularly consulted and give advice regarding day-to-day operations of the School. The

Working Group shall consist of five (5) members: two (2) appointed by the District, two (2) appointed by OP, and the fifth member shall be appointed by the four (4) appointed members. In the event that the four (4) members cannot reasonably choose a fifth member, the two (2) members appointed by OP shall recommend a person and the two (2) members appointed by the District shall recommend a person, and the fifth member shall be selected by casting lots. Each member spot shall be replaced in the manner in which the member was appointed (e.g. if a member appointed by the District leaves, the District shall appoint the replacement member). The Working Group shall meet no less than twice during the first year of partnership, and no less than once in each successive year, in order to consider and discuss any matters related to the School’s operations and report back to the Parties. The District and OP shall have access to any and all meetings, meeting records and minutes. No District Board of Trustees member shall serve on the Working Group.

10.05 Grade Levels and Additional Facilities. OP intends to serve students in the following grade levels for each of the school years within the term of this Agreement:

Agreement Year	School Year	Student Configuration	Grade
1	2020-2021	PreK-6	
2	2021-2022	PreK-7	
3	2022-2023	PreK-8	
4	2023-2024	PreK-9	
5	2024-2025	PreK-10	
6	2025-2026	PreK-11	
7	2026-2027	PreK-8	
8	2027-2028	PreK-8	
9	2028-2029	PreK-8	
10	2029-2030	PreK-8	

OP may determine to adjust the grade levels served each school year if OP determines, in its sole discretion, that such adjustments are the in best interest of students. OP must timely notify District of its decision to adjust grade levels for an upcoming school year.

10.05.1 Students in grades 9 through 12 may be served under this Agreement provided that additional facilities are provided by OP. OP either shall provide additional facilities at a location away from MISD-Owned Facility located at 900 East Gist Avenue in Midland, Texas 79701 or shall install portable classrooms at the MISD-Owned Facility located at 900 East Gist Avenue in Midland, Texas 79701.

10.05.2 OP shall be responsible for all costs associated with providing additional facilities at a location away from MISD-Owned Facility or for installing portable classrooms at MISD-Owned Facility for the purpose of serving grades 9 through 12. The District shall not be responsible for providing any additional

facilities and shall not be obligated to take any action to assist OP in obtaining additional facilities for the purpose of serving grades 9 through 12. OP shall notify the District if OP applies for TEA approval of an expansion amendment to its charter contract with the State of Texas under Texas Education Code, Chapter 12, Subchapter D during the period of OP's charter contract with the District under Texas Education Code, Chapter 12, Subchapter C to serve students who reside within the geographical boundary of MISD. Within five calendar days of the District's receipt of such notification from OP, the District may engage OP in a dialogue regarding the potential for any approved Subchapter D expansion to become an additional Subchapter C campus. If the District desires to partner with OP to operate one or more additional campuses, then the Parties shall attempt to negotiate a separate SB 1882 Partnership Agreement for operation of the additional campus (es). However, if the Parties cannot negotiate a partnership agreement that is acceptable to each party's governing board within 30 calendar days of OP's notice, then no additional partnership agreement will be formed and OP may proceed with its Subchapter D expansion as permitted by the Texas Education Agency.

- 10.06 Attendance Zone. The School's Attendance Zone ("Attendance Zone") shall be defined by District from time to time as the MISD school board adopts and amends the attendance zones for the school campuses within the MISD geographic boundary.
- 10.07 Enrollment Policies. Any student who resides in the Attendance Zone of the School's campus as it existed before the operation of the School Campus under this Agreement may attend the School and may not be refused enrollment, provided the student timely submits a completed application for enrollment to the OP.
- 10.08 Admissions and Enrollment Process. OP and District shall develop a student admissions process for the School that ensures all students who reside in the Attendance Zone receive sufficient notice regarding the School's admissions process and have a meaningful opportunity to enroll at the School. This process must be designed and implemented so that students who reside in the Attendance Zone have priority admission to the School, provided that prioritized students timely notify OP of their intent to enroll. Any student who resides in the School Attendance Zone who declines the opportunity to enroll at the School or who fails to timely complete the enrollment process shall be assigned by MISD to attend another MISD School, subject to the outcome of the OP lottery process described in Paragraph 10.08.2 below. In addition, the following applies to the admissions and enrollment process:
- 10.08.01 OP is prohibited from discriminatory admission, suspension, or expulsion of a student on the basis of a student's national origin, ethnicity, race, religion, disability, gender, or academic achievement.
- 10.08.02 The admissions process must be designed and implemented so that the School's final enrollment for the an upcoming school year is determined not later than May 1<sup>st</sup>. OP and District must collaborate to ensure that effective communication is delivered to students who reside in the Attendance Zone regarding the deadlines applicable to the admissions and enrollment process,

Any student who resides in the Attendance Zone and misses the deadline for priority enrollment must be afforded the opportunity to apply for admission through the lottery process described below.

- 10.08.03 Campus Lottery. Following the priority admission of students who live in the Attendance Zone and who have timely applied for and accepted enrollment in the School for the upcoming school year, OP will conduct a lottery if more students apply for admission to the School than the campus has seats available. Any required lottery will be weighted so that students who reside in the Attendance Zone of the School's campus have priority, followed by students residing in the District, and then followed by all other students. The OP's lottery criteria shall also give consideration for enrolled siblings, children of the OP's employees, and intra-IDEA student transfers, but for the 2020-2021 school year, none of these applicants shall take priority over student's previously enrolled in the school.
- 10.08.04 Beginning for the 2021-2022 enrollment process, OP will participate in the district's unified enrollment system, Apply Midland, and work with the district to establish IDEA lottery criteria within that system which will give priority to students living in the neighborhood attendance zone.
- 10.08.05 All students attending the School shall be enrolled in the District.
- 10.09 Student Eligibility. Subject to the enrollment provisions detailed in this Article, OP shall have authority to determine the criteria for student eligibility. OP's determination shall be limited by SB 1882 and accompanying rules and regulations.
- 10.10 Discipline and Expulsion Policies. OP will utilize the District's Disciplinary Alternative Education Placement ("DAEP") on a prorated per student per day cost as based on the principal's discretion in alignment with District practices. The District shall schedule the student's DAEP based on available space. OP shall re-admit students placed in the District's DAEP. The OP's Student Code of Conduct incorporates, and the OP will abide by, all Applicable Laws concerning due process and concerning the discipline of students with disabilities applicable to a Subchapter C charter school. A student enrolled at the campus may appeal a disciplinary decision to the IDEA Board of Directors only as permitted by the OP's Student Code of Conduct. Any decision of the IDEA Board of Directors concerning a student's enrollment at the School Campus is final and may not be appealed further.
- 10.11 Schedule. OP will have sole authority in determining the school day, school year, bell schedule, schedule for before and after-school services and for extra-curricular activities. OP's schedule shall comply with the State of Texas' required minutes of instruction. OP agrees to provide this information to the District no later than 45 days before start of school.
- 10.12 District Meetings, Initiatives, and Training. School staff under the supervision and control of OP will not be required but may participate in District training events or other meetings where the District has space available. OP agrees that all School staff shall

comply with and receive training required by Applicable Law. District staff may also attend and participate in OP training where there is space available.

- 10.13 Contractor Criminal History Background Checks. The District shall conduct criminal history background checks for all vendors and contractors selected by the District as well as for all District employees. OP shall conduct criminal history background checks for all vendors and contractors selected by OP as well as for all OP employees, or OP may contract with the District for such checks. The District and OP shall adhere to reporting requirements, definitions, and laws further detailed in Paragraph 11.03. Either Party's failure to comply with this Paragraph's reporting requirements shall amount to a Material Breach of this Agreement.
- 10.14 Technology Infrastructure; Network Services. To the extent required in the separate lease agreement executed between the Parties, the District shall be responsible for providing, repairing, and maintaining technology infrastructure and network services (i.e., inclusive of current internet and phone systems) at the School to the extent reasonably necessary to permit OP to establish its own internet and phone service at the School of a standard reasonably comparable to other District schools. OP shall provide the District with a list of equipment purchased and collaborate with the District to ensure consistency between the standard equipment and the needs of the School. The initial information technology equipment located at the School as of the commencement of the Term is included in the term "furnishing."
- 10.15 Media Requests. The Parties agree to collaborate on responses to any media requests or press releases related to the School. The Parties shall collaborate prior to responding to any media request or making a press release and further agree that any statement made will have prior approval by each Party, which shall be reasonably and timely granted. This requirement does not apply to (a) general communications regarding OP or the District that may include references to the School, or (b) crisis communications regarding the OP or the School Campus.
- 10.16 Communications with Students' Parents. The Parties agree to jointly approve a protocol for communications with students' parents within 60 days of the execution of this Agreement. The Parties understand and agree that OP shall have sole authority to develop and distribute information to potential students and their families regarding IDEA Public Schools and its plans for operating the School Campus.

#### **ARTICLE XI. STAFFING**

- 11.01 Employment. OP shall be the employer and have all initial and final authority for staffing the School as described herein and for all personnel decisions. Personnel and staff of the School that are employees of OP must participate in the Teacher Retirement System of Texas ("TRS"). OP shall notify TRS of its eligible employees who participate in TRS.
- 11.02 [Intentionally Deleted]
- 11.03 Criminal History Background Checks. Unless contracted for by the District as stated in Paragraph 10.12, OP shall perform all criminal history background checks required by Applicable Law, including without limitation those required for School personnel,

applicants, vendors, contractors, and volunteers and shall take action required by law upon completing the background check. OP and the School's employees shall adhere to the laws in Senate Bill 7 in the 85th Texas Legislature and codified in TEC §§ 21.006 and 22.087, and shall adhere to any District policies relating to TEC §§ 21.006 and 22.087 that are included in Addendum A-3. OP shall notify the District of any unlawful conduct or criminal misconduct discovered by or reported to the School's principal, School's Ex. Dir., or School's Working Group within seven (7) business days of notice. OP shall comply with any subsequent investigation by the District as OP understands that the District is bound by the reporting requirements of TEC §§ 21.006 and 22.087. Additionally, OP also understands that the District's Superintendent may investigate and report any educator misconduct of a District employee that he or she believes in good faith may be subject to sanctions under 19 Administrative Code, Chapter 249 and/or Chapter 247, Educators' Code of Ethics. OP's failure to comply with this paragraph's reporting requirements shall amount to a Material Breach of this Agreement.

- 11.04 Child Abuse Reporting. All District and OP employees working at the School shall comply with all Applicable Law governing mandatory child abuse and neglect reporting, including but not limited to the Texas Family Code Chapter 261, TEC §§ 38.004, 38.0041, and the Texas Administrative Code § 61.1051.
- 11.05 Certified Personnel. The District's personnel assigned to the School shall be certified for the position for which they are assigned unless OP selects a District employee who is not certified for an assignment, and the District agrees to the assignment. OP may directly employ an uncertified person for an assignment, but shall otherwise verify and monitor the employee's competence and capacity to perform the assignment.
- 11.06 Employment Records. OP is responsible for maintaining the employment records for all School Personnel (both District employees and OP employees). The employment records of District employees are the property of the District and OP shall make these employment records available to the District. All employment records of OP employees only are the property of OP.
- 11.07 Employee Complaints and Grievances. The Parties agree that the District's employees' complaints and grievances will be governed by the District's policies and OP's employees' complaints and grievances will be governed by OP's policies.
- 11.08 Non-Solicitation. Both parties agree not to hire any employee from the other organization without first conducting a reference check with the employee's current supervisor (or HR department, if preferred by supervisor). For lateral hires, both parties agree to make a good faith effort to hire any staff members making a lateral (same/similar position) transfer across organizations within a mutually agreed upon transfer window. This window will be set together annually for the coming school year before June 30. If a lateral transfer opportunity falls outside of the transfer window and while the employee is under current contractual obligations to its current employer, then current employer must determine whether to release the employee's contractual obligation. Such release shall not be unreasonably withheld. For promotions, both parties agree to make every good faith effort to hire staff applying for a promotion across organizations within the mutually agreed upon transfer window. If a promotion opportunity falls outside of the

transfer window, both organizations agree to work together to ensure that the transition does not unnecessarily negatively affect student learning.

- 11.09 Teacher Retirement System. An employee of the OP is eligible for membership in and benefits from the Teacher Retirement System of Texas if the employee would be eligible for membership and benefits if holding the same position at the District.
- 11.10 Nepotism Restrictions. The School shall comply with all nepotism restrictions as more fully described in **Addendum A-10**, including its ATTACHMENT, both of which are attached to this Agreement. All persons employed by School prior to the effective date of this Agreement will be considered grandfathered in and exempt from nepotism restrictions.

## ARTICLE XII. ACADEMIC PLAN

- 12.01 Curriculum and Program. OP will have sole authority to approve all curriculum decisions beyond the minimum requirements outlined in 19 Texas Administrative Code § 74.2 (relating to Description of a Required Elementary Curriculum) or § 74.3 of this title (relating to Description of a Required Secondary Curriculum), lesson plans, instructional strategies, and instructional materials, as defined in TEC, §31.002(1), to be used at that campus. This authority includes sole authority over educational programs for specific, identified student groups, such as gifted and talented students, students of limited English proficiency, students at risk of dropping out of school, and other statutorily defined populations.
- 12.02 Educational Plan. OP will implement the education plan described in its proposal to operate the School, attached as **Addendum A-7**. OP will ensure that curriculum satisfies the minimum requirements outlined in 19 Texas Administrative Code §§ 74.2, 74.3. OP agrees to notify the District of any significant alteration of this plan.
- 12.03 Selection of Instructional Materials. OP has sole authority to select instructional materials (as defined in TEC, §31.002(1)) for the School and represents that selected materials will align with the Texas Essential Knowledge and Skills (“TEKS”), or its successor, and any other standards that may be required under Applicable Law.
- 12.04 Assessments. OP has sole authority over the selection and administration of student assessments not required by state or federal law.
- 12.05 Extracurricular Programming and Participation. Students enrolled at the School may join any extra-curricular activity offered by OP for its enrolled students. Beginning with the 2023-2024 school year, students enrolled at the School may not participate in extra-curricular activities offered at other campuses within the District.
- 12.06 Student Behavior. Students enrolled at the School will be required to follow the OP’s Student of Code Conduct. OP reserves the right to develop its own Code of Student Conduct. OP agrees to notify the District of any modification of its Student Code of Conduct in writing at least 30 days in advance of implementation. OP agrees that a student shall not be suspended or expelled from the School for attendance or academic performance reasons. OP shall pay the District the actual cost for any student OP assigns

to the District's DAEP or pay the county the actual cost for any student OP assigns to the county's JJAEP.

- 12.07 Due Process. OP will ensure that due process is afforded with respect to student removals and expulsions.

### **ARTICLE XIII. FACILITIES**

- 13.01 District-Provided Facilities. The District shall enter into a commercial lease agreement with OP in the form provided as Addendum 8 (the "Lease Agreement") to lease as school campus and related facilities, including classrooms, administrative offices, cafeteria, gymnasium, office furniture, equipment, and storage areas for the School at \$1.00 per year and as detailed in the Lease Agreement between the parties. The District shall provide utilities in accordance with the separate lease agreement. The parties may expand or reduce the amount of space allotted to use by OP during the lease term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g. books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

13.01.1 *Lease Term*. The Lease Agreement will have an initial term of Ten (10) years, which may be renewed by OP for three (3) additional five (5) year terms, and thereafter as otherwise agreed to by the parties. At no point shall the Lease Agreement continue beyond this Agreement, except for in the limited instance that this Agreement is terminated the same year that the School successfully achieves its student outcome goals specified in **Addendum A-3**, and as described in Paragraph 4.03 above. Otherwise, the Lease's term shall coincide with this Agreement's terms.

- 13.02 Ownership. The Parties acknowledge that all Facilities are owned by the District.

- 13.03 Permitted Use. By a date that is mutually agreeable by both parties and not later than two weeks after the last school day of the 2019-20 school year, the OP may use and occupy the Facilities solely for the operation of the School as permitted by the Lease Agreement and Applicable Law.

- 13.04 Furniture and Equipment for Classrooms and Instructional Areas. In consultation with OP regarding the furniture and equipment needs of the OP classrooms and as set forth in the separate Lease Agreement, the District may supply chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture as reasonably required for the School. Such furniture and equipment will be substantially the same as furniture and equipment provided in other classrooms for the same grade level and/or same subject at the District. Such furniture and equipment may not include classroom materials (e.g. books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum. OP also may furnish other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. Unless otherwise stated in the Lease Agreement, the title to all furniture and equipment supplied by the District for use by OP remains vested in the District. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the campus.

- 13.05 Fixtures and Alterations. As set forth in the separate Lease Agreement, OP may attach non-permanent materials and fixtures to the walls of the School's classrooms. OP shall not make any other alterations (including adding/removing fixtures) in or to the School's classrooms or any other part of the District's facilities used by OP that would alter the walls, floors, or any other permanent structure of the District's premises unless permitted in the Lease Agreement or with written consent of the District.
- 13.06 Order and Maintenance. Subject to the terms of the Lease Agreement, OP shall keep the School classrooms and any other portion of the District's premises, such as office space and storage area used exclusively for OP in a neat and orderly manner. Both Parties shall comply with the Applicable Laws regarding standards of safety and health of students. The District shall be responsible for routine maintenance and major repairs of the School including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall maintain all other portions of the School in a neat and orderly manner. OP shall immediately (no later than 12 hours of discovery) notify the District of any immediate and urgent repairs needed at the School.
- 13.07 Insurance Coverage. In addition to the requirements of Article XVII below, each Party, at its own expense, shall maintain its own insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows:
- 13.07.1 Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:
1. Automobile insurance to cover losses for motor vehicles accidents by that Party; and
  2. Workers Compensation insurance as may be required by Applicable Law for that Party.
- 13.07.2 The District shall obtain and maintain property insurance for the Facility leased to OP, naming the OP as additional insured on each policy and endorsement. Each Party may elect to carry insurance to insure its own personal property located at the School.
- 13.07.3 Neither Party will be responsible for the negligence or liability of the other Party.
- 13.07.4 Each Party shall be responsible for the management and supervision of claims relating to its own operations.
- 13.08 Surrender of the Facilities. Except for the limited instance provided in 13.01.1 above, on the termination of this Agreement, the separate Lease Agreement shall be automatically terminated and OP shall surrender the Facilities to the District, OP shall leave the Facilities in good condition and repair. OP shall return and surrender to the District all

exterior door keys, interior door keys, mailbox keys, and security access cards. The obligations under this Section shall survive the termination of this Agreement.

13.09 District-Owned Facilities. The Parties agree that Sections 13.01-13.08 apply exclusively to the facilities owned by MISD that are located at 900 East Gist Avenue in Midland, Texas 79701. Paragraphs 13.01 through 13.08 in this Agreement do not apply to any facility used for the School that is owned and managed by the OP. The Lease Agreement between the parties for this District-owned facility, which was first executed between the parties on August 5, 2019 and later amended on August 9, 2022, shall continue in effect in accordance with the terms and conditions adopted therein.

13.10 OP-Provided Facilities. The Parties hereby agree that Sections 13.10-13.18 shall apply exclusively to any Facility used for the School that is owned, operated and managed by the OP. The OP shall enter into a commercial lease agreement with the District that permits the District to use OP's Facility as a secondary campus for the School at a rate of \$1.00 per year and as detailed in the Lease Agreement between the parties. The OP shall provide utilities in accordance with the separate lease agreement. The parties may expand or reduce the amount of space allotted to use by the District during the lease term as mutually determined and agreed upon by the parties. Facilities do not include classroom materials (e.g., books, notepads, pencils, etc.) or any other resources needed for the School's academic curriculum.

*13.10.1 Lease Term.* The Lease's term shall coincide with the term of the 1882 Partnership Agreement between the Parties.

13.11 Ownership. The Parties acknowledge that all OP-owned facilities are owned by the OP.

13.12 Permitted Use. The District may use and occupy OP-owned facilities only as permitted in the Lease Agreement between the parties.

13.13 Furniture and Equipment for Classrooms and Instructional Areas. OP shall be responsible for providing chairs, desks, bookcases, bookshelves, file cabinets, computer tables, conference tables, and other furniture, fixtures, and equipment, at OP's cost and expense, as OP determines what is needed to implement the Program. In consultation with the OP regarding the furniture and equipment needs of the OP classrooms and as set forth in the separate Lease Agreement, the District may provide additional furniture and equipment for classroom and instructional areas. The District has no obligation under this section to provide additional furniture or equipment for the OP Facility. Unless otherwise stated in the Lease Agreement, the title to all furniture and equipment supplied by the District for use by OP remains vested in the District. OP and the District shall tag and identify their respective property so that ownership is clear. Each Party shall maintain an inventory list of all of its assets located at the secondary campus.

13.14 Fixtures and Alterations. The District may attach fixtures or make alterations to the OP-owned Facility only permitted in the Lease Agreement between the parties or with written consent of the OP.

- 13.15 Order and Maintenance. OP shall comply with the Applicable Laws regarding standards of safety and health of students and shall be responsible for routine maintenance and major repairs of its facility including, upgrades, HVAC equipment, roof repairs, and parking lot repairs. The District shall not be responsible for any maintenance or repairs to the OP Facility.
- 13.16 Insurance Coverage. In addition to the requirements of Article XVII of this Agreement, each Party, at its own expense, shall maintain its own property insurance throughout the Term of this Agreement. The insurance required under this Agreement shall be as follows unless otherwise stated in the Lease Agreement between the parties:
- 13.16.1. Comprehensive or commercial general liability insurance for not less than \$1,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Each Party may elect to carry what other insurance that Party decides is necessary or advisable for its obligations under this Agreement. Such insurance shall be written to cover claims incurred, discovered, manifested, or made during or after the Term:
1. Automobile insurance to cover losses for motor vehicles accidents by that Party; and
  2. Workers Compensation insurance as may be required by Applicable Law for that Party.
- 13.16.2. The OP shall obtain and maintain property insurance for the Facility leased to the District, naming the District as additional insured on each policy and endorsement. Each Party may elect to carry insurance to insure its own personal property located at the OP-owned facility.
- 13.16.3. Neither Party will be responsible for the negligence or liability of the other Party.
- 13.16.4. Each Party shall be responsible for the management and supervision of claims relating to its own operations.
- 13.17. Surrender of the Facilities. Upon termination of the Partnership Agreement, the separate Lease Agreement between these Parties shall be automatically terminated and the District shall surrender any occupation of the Facilities to the OP in a reasonable time frame in accordance with the terms of the Lease Agreement. The District shall leave any occupied spaces in the OP's Facilities in good condition and repair. The District shall return and surrender to the OP all exterior door keys, interior door keys, security access cards, and the like. The obligations under this Section shall survive the termination of this Agreement.

- 13.18. Adjustment to Per Pupil Allotment. To the extent that the per pupil allotment from the District to the OP pursuant to Article XIV of this Agreement withholds funding from the OP specifically for maintenance of the District's facility located at 900 East Gist Avenue in Midland, Texas 79701, then no such withholding shall occur for students who are enrolled at and attending an OP-owned facility.

#### **ARTICLE XIV. FINANCIAL MATTERS**

- 14.01 Payment Sources & Structure. The Parties understand that this Agreement entitles OP to receive the District's usual funds from the State's Foundation School Program ("FSP Funds") that all eligible students within the District receive, as well as federal funds received for services provided to students enrolled at the School, and to receive additional Senate Bill 1882 funds ("SB 1882 Funds") for those eligible students due to this partnership Agreement as described in this Article. For purposes of this Agreement, FSP funds are based primarily on the weighted average-daily attendance ("WADA") allocation received by the District under TEC Chapter 48, Tiers I and II for eligible students enrolled in the District and in actual attendance at the School.
- 14.02 Federal Funds. Federal and state funding must be spent as approved and designated by Federal and State agencies. Federal funds will be made available to OP in the same manner funds are provided to all other campuses in the district based on a per-student allocation and in alignment with Federal guidelines. The District can retain up to the maximum Federal guideline for district reserves. The OP will provide supporting documentation as requested of all campuses for all purchases and payroll transactions to demonstrate compliance with federal and state guidelines prior to seeking any reimbursement and will follow all district-imposed deadlines for completion of purchases and payroll obligations. These payments include but are not limited to money allocated as entitlements to the District for Title I, Title II, Special Education, Bilingual Education and other federal programs. The Parties agree and assume all responsibility that any federal funds received pursuant to this Agreement shall be used strictly in accordance with the federal program requirements. OP admits knowledge of and agrees that the District's obligation hereunder for payment of Federal and/or State grants is limited to and expressly subject to receipt of any such grant funds from TEA. In the event the District is ever required to refund any funds received from TEA specifically designated for any Federal or State grant program at the School, then it is understood and agreed that OP shall be liable for and shall refund such amounts received. If OP obtains a federal or state grant specifically for the School Campus and for a cost originally assigned to the District, OP shall use the grant money for the cost and the District shall not pay for the cost.
- 14.03 District Administrative Expenses. Required and optional services are outlined in Addendum A-11. OP may not elect out of required administrative expenses. Throughout the Term of this Agreement, the District shall retain 9.17% of all FSP Funds and 7.5% of SB 1882 funds for District administrative services, including mandatory state and federal reporting and data system administration, cost for items outlined under the District's responsibility in Section 9.02, and charter authorization oversight ("District

Funds”). OP shall receive the remaining of all combined FSP Funds and SB 1882 Funds to operate and manage the School (“OP Funds”). During the entire Term of this Agreement, actual costs for the following services will be deducted from the monthly payment made to the OP: utilities at the School Facility, Nurse payroll cost for services at the School Facility, warehouse and health supply, CNS charges for students assigned to the District’s DAEP, and the cost for any student assigned to the District’s DAEP in accordance with Paragraph 12.06. Both Parties acknowledge and agree that the goal of this Agreement is to focus effort, money, assistance, and aid to the School’s students.

14.04 Individual Service Pricing. The District may annually publish a service menu and price list (**Addendum A-11**) for educational and support services other than or in addition to what the District is required to provide under Paragraph 9.02. If the District opts to publish a service menu and price list, the District must do so no later than April 1 for the following school year. Such services may include but are not limited to: professional development; participation of School students in extra-curricular activities; transportation for field trips; and transportation needed on days in which the District is not operating (if the School operates on a different schedule than other District schools). Prices will be stated in a per-pupil, per-square foot, or per-day basis format. Prices will be the at-cost prices for District schools. OP may select any, all, or none of the published services at its own discretion. Should OP utilize a service on the menu, the District will reduce OP’s monthly payment for the services provided in the month following performance of the service.

14.04.1 Student Health Services. The District shall make available as a buy-back service the School Campus nurse and student health services. The District shall work with the OP on the assignment of a Registered Nurse to the campus.

14.05 Distribution of Funding Allocation. Payments of the funding allocation set forth above shall be made in monthly installments on the 15th day of each month during the term, and shall be made payable directly to IDEA Public Schools. In the event that the 15th shall fall on a Saturday or Sunday, payment shall be made on the following Monday. In the event that the 15th shall fall on a holiday, payment shall be made on the preceding day or preceding Friday as applicable. Payments shall be issued on an average monthly basis, over 12 equal periods, provided that the 12th payment may be withheld by the District to allow for any required adjustments for the reasons stated below. The district will use the template for estimating state aid located on Region 13’s website for revenue estimates and determining the earned allocations. The estimated weights will be adjusted to actual weights for purposes of determining the compensation hereunder and the amount of the 12th month payment.

14.06 Settle-up. The budget is an estimated financial plan that is available prior to the beginning of the school year based on the template for estimating state aid. The estimated ADA and weights will be adjusted to actuals based on PEIMS end of year and the Texas Education Agency (TEA) Summary of Finance (SoF) to determine earned allocations. The actual amounts earned and expenditures charged are not fully known until December of the

following school year and settle-ups will be completed by December 15 of the year following the applicable school year.

- 14.07 Limitations. Notwithstanding any terms herein to the contrary, the District's obligation to compensate OP is expressly subject to the receipt, adjustment, or modification of funds by the District from the State of Texas specifically allocated for those eligible students in attendance at the School. In the event that such funding is not received or reduced, the District shall not be obligated to OP in any amount, and any prior payments made by the District shall be retained by OP in consideration of and as payment for educational services provided to the date of such termination. This Section shall not be construed to relieve the District of any responsibility or obligation to OP if the District fails to receive funding as a result of a failure by the District or its agents or contractors to fulfill requirements necessary for securing funding from the State of Texas.
- 14.08 Procedure for Initiating Payment. By January 31 of each calendar year under this Agreement, OP shall submit its projected enrollment for the upcoming school year to the District, which shall use the projected enrollment to calculate the monthly payments for the next school year. The attendance rates and percentages of special population students, such as LEP and economically disadvantaged shall be calculated based on an average of the prior two (2) completed school years.
- 14.09 Refund upon Termination. In the event of termination during the Term of this Agreement, or an over allocation determined under TEC § 48.272 or otherwise, OP agrees to refund to the District within ninety (90) days of the date of termination, any advanced but unearned funds.
- 14.10 [Intentionally Deleted]
- 14.11 Contracting, Purchasing and Procurement. OP may establish school-level systems for obtaining, contracting with, and paying its vendors for goods it acquires and services it provides under this Agreement. OP will ensure compliance with applicable state and federal contracting and payment laws. OP reserves the right to contract for any services it deems beneficial in operation of the School.
- 14.12 Accounting and Audits. OP shall comply with generally accepted fiscal management and accounting principles. The Parties shall comply with the financial performance goals detailed in **Addendum A-4**, which shall include, but is not limited to a completion of OP's annual financial report, receipt of an unqualified audit opinion, and specific consequences in the event that OP does not meet the financial performance goals. In addition to any audits required by Applicable Law, OP shall submit to the District within 180 days following the end of each fiscal year during the Term of this Agreement, financial statements audited by an independent certified public accountant. The District shall also retain the right to conduct at its own expense its own campus audit of the School Campus as it deems necessary. OP agrees to comply with all rules, regulations, ordinances, statutes, and other laws, whether local, state or federal, including, but not limited to, all audit and other requirements of the Single Audit Act of 1984. In the event

an audit occurs and both Parties agree that any expenditures relating to this Agreement are disallowed, OP agrees to reimburse the District immediately for the requisite full amount.

- 14.13 OP's Acceptance and Use of Private Philanthropic Support. The Parties acknowledge that OP raises private philanthropic funding to support the costs of its school campus operations across its entire nationwide network of public charter schools. The District acknowledges and agrees that any philanthropic support raised by OP to support the School campus will be accepted and used at the OP's sole discretion for the benefit of the students.
- 14.14 Financial Addendum. Parties understand and agree that the funding provisions in Article 14 shall be followed as generally depicted on the spreadsheet attached to this agreement as Exhibit A.

#### **ARTICLE XV. RECORDS AND REPORTING**

- 15.01 Records Management System. The District shall maintain a records management system that conforms to the system required of school district under the Local Government Records Act, Section 201.001 *et seq.*, Local Government Code, and rules adopted thereunder; provided, however, that records subject to audit shall be retained and available for audit for a period of not less than five (5) years from the latter of the date of termination or renewal of this Agreement.
- 15.02 State and Federal Reporting. OP shall report timely and accurate information to the District as necessary for the District to comply with all applicable state and federal requirements. OP shall report information in the manner requested by the District and correct any demonstrable errors as requested by the District, provided that the manner of reporting or correction requested is not unduly burdensome to OP. The parties shall work cooperatively to develop of an efficient system of data collection and reporting process that eliminates duplication of effort to the largest extent possible.
- 15.03 Lawful Disclosure. To the extent that OP or the District will come into possession of student records and information, and to the extent that OP or the District will be involved in the survey, analysis, or evaluation of students incidental to this Agreement, both parties agree to comply with all requirements of the FERPA and the Texas Public Information Act. In the event that the District is required to furnish information or records of the School Campus pursuant to the Texas Public Information Act, OP shall furnish such information and records to the District, and the District shall have the right to release such information and records. Either OP or the District may object to disclosure of information and records under FERPA or the Texas Public Information Act.

#### **ARTICLE XVI. INTELLECTUAL PROPERTIES**

- 16.01 Proprietary Materials. Each of the Parties shall own its own intellectual property including without limitation all trade secrets, know-how, proprietary data, documents,

and written materials in any format. Any materials created exclusively by the District for the School shall be owned by the District, and any materials created exclusively by OP for the School shall be OP's proprietary material. The Parties acknowledge and agree that neither has any intellectual property interest or claims in the other Party's proprietary materials, but each party has a license to use the other party's proprietary materials for the entire term of this Agreement so long as prior written approval is secured from the other Party and proper attribution is made. Notwithstanding the foregoing, materials and work product jointly created by the Parties shall be jointly owned by the Parties and may be used by the individual Party as may be agreed upon by both Parties from time to time.

- 16.02 Name. OP owns the intellectual property right and interest to the name "IDEA Travis Academy" or "Travis College Preparatory." The Parties agree that the name "IDEA Travis Academy" or "Travis College Preparatory" may be used by either Party during the Term of the Agreement. The Parties agree that after the expiration or termination of this Agreement, the District shall not use the name "IDEA Travis Academy" or "Travis College Preparatory" for its own individual purposes.

## **ARTICLE XVII. INSURANCE**

- 17.01 Insurance Coverage. OP shall secure and keep in force during the Term of this Agreement commercial general liability insurance coverage, including contractual coverage, automobile liability insurance coverage, and sexual misconduct and molestation coverage, with minimum liability limits of \$1,000,000 per occurrence, with a \$2,000,000 annual aggregate. The District is to be named as an additional insured under such coverage for any liability arising, directly or indirectly, under or in connection with this Agreement, or with regard to the operations of the School Campus or any event arising therefrom. The District shall maintain casualty insurance on the Facilities and on its personal property and commercial general liability coverage applicable to any services it provides at the School Campus, in substantially the same manner as it maintains such insurance with respect to other District schools. OP shall also maintain (a) broad form casualty coverage for all personal property located or used at the School, including the Furnishings, which coverage shall be on a full replacement value basis, and (b) worker's compensation insurance to the extent required by the laws of the State of Texas. Any deductible or other similar obligation under OP's insurance policies shall be the sole obligation of OP and shall not exceed \$25,000. Notwithstanding the foregoing requirement regarding insurance coverage, the District shall have the right to self-insure part or all of said insurance coverage in the District's sole discretion. In the event that the District elects to self-insure all or any part of any risk that would be insured under the policies and limits described above, and an event occurs where insurance proceeds would have been available but for the election to self-insure, the District shall make funds available to the same extent that they would have been available had such insurance policy been carried.
- 17.02 Form of Policies. All of OP's insurance policies shall be issued by insurance companies qualified to operate in Texas and otherwise reasonably acceptable to the District. Such policies shall name the District, and such other related parties as the District elects, as

additional insureds. Evidence of insurance shall be delivered to the District on or before the Possession Date, and thereafter within thirty (30) days prior to the expiration of the term of each such policy, or immediately upon OP's obtaining a new policy. Such coverage may be maintained under a blanket insurance policy of OP.

- 17.03 Evidence of Insurance. Upon request, a Party will furnish a certificate of insurance to the other Party evidencing the required coverage within thirty (30) days after the Possession Date of this Agreement and annually thereafter. Each Party will provide to the other Party notice of any cancellation or material adverse change to such insurance within thirty (30) days of such occurrence.
- 17.04 Cooperation. To the extent that it is reasonably practicable, each Party will comply with any information or reporting requirements required by any of the other Party's insurers.
- 17.05 Insurance Companies. All insurance coverage described in this Article shall be obtained from companies that are authorized to do business in the State of Texas.

### **ARTICLE XVIII. MUTUAL INDEMNIFICATION**

- 18.01 **TO THE EXTENT PERMITTED BY LAW, THE PARTIES AGREE TO COMPLY WITH THE FOLLOWING MUTUAL INDEMNITY PROVISION:**

**To the extent permitted by law, EACH PARTY covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the OTHER PARTY and the elected officials, employees, officers, directors, volunteers and representatives of the OTHER PARTY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the THE OTHER PARTY directly or indirectly arising out of, resulting from or related to the activities under this AGREEMENT, including any acts or omissions of EITHER PARTY, any agent, officer, director, representative, employee, consultant or subcontractor of EITHER PARTY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this AGREEMENT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of the EITHER PARTY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT OP AND THE DISTRICT ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE DISTRICT OR THE OP UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.**

**The provisions of this MUTUAL INDEMNIFICATION are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.**

**EACH PARTY shall advise the OTHER PARTY in writing within 24 hours of any claim or demand known by the PART that is against the EITHER PARTY and is related to or arising out of the activities under this AGREEMENT.**

### **ARTICLE XIX. SERVICE-LEVEL AGREEMENTS**

- 19.01 District Authority. To the extent that the District assumes the responsibilities set forth in Paragraph 9.02 of this Agreement, the District has sole decision-making authority regarding the delivery of any service selected by the OP. The District shall coordinate and cooperate with OP to determine dates of contracted service at the School and OP shall allow service contractors on School grounds absent any serious and legitimate complaints or concerns.

### **ARTICLE XX. GENERAL AND MISCELLANEOUS**

- 20.01 Entire Agreement. This Agreement, including all referenced attachments and terms incorporated by reference contains the entire agreement of the parties. All prior representations, understandings, and discussions are merged into, superseded by and canceled by this contract.
- 20.02 Severability. The parties intend that each provision hereof constitute a separate agreement between or among them. Accordingly, the provisions hereof are severable and in the event that any provision of this Agreement shall be deemed invalid or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions hereof will not be affected, but will, subject to the discretion of such court, remain in full force and effect, and any invalid or unenforceable provision will be deemed, without further action on the part of the parties, amended and limited to the extent necessary to render the same valid and enforceable and reflect the intent of the parties.
- 20.03 Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.
- 20.04 Venue and Jurisdiction. OP and the District agree that this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the Parties created hereunder are performable in Midland County, Texas. Any action or proceeding to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be brought in a court of competent jurisdiction in Midland County or in the United States District Court for the Western District of Texas, Midland Division.
- 20.05 Governing Law. The laws of the State of Texas, without regard to its conflict of laws provisions, will govern this Agreement, its construction, and the determination of any rights, duties, obligations, and remedies of the parties arising out of or relating to this Agreement.

- 20.06 Assignment. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party.
- 20.07 Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and permitted assigns.
- 20.08 Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.
- 20.09 Amendment. Any future amendment to this Agreement shall be in writing and signed and agreed to by both Parties.
- 20.10 Notice. Any notice or communication required or permitted hereunder shall be given in writing, sent by (a) personal delivery, or (b) expedited delivery service with proof of delivery, (c) United States mail, postage prepaid, registered or certified mail, or (d) via facsimile, telegram or e-mail, address as follows:

**If to the OP:**

Dr. Jeffrey Cottrill, CEO  
 IDEA Public Schools  
 2115 West Pike Blvd.  
 Weslaco, TX 78596  
 Email:  
[jeffrey.cottrill@ideapublicschools.org](mailto:jeffrey.cottrill@ideapublicschools.org)

*With a copy to:*  
 Joseph Hoffer  
 Schulman, Lopez, Hoffer & Adelstein, LLP  
 Email: [jhoffer@slh-law.com](mailto:jhoffer@slh-law.com)

**If to the DISTRICT:**

Dr. Stephanie Howard, Superintendent  
 Midland Independent School District  
 615 W. Missouri Ave.  
 Midland, TX 79701  
 Email: [stephanie.howard@midlandisd.net](mailto:stephanie.howard@midlandisd.net)

*With a copy to:*  
 Chad Crowson, General Counsel  
 Midland ISD  
 Email: [chad.crowson@midlandisd.net](mailto:chad.crowson@midlandisd.net)

Amended on this 25<sup>th</sup> day of June, 2024:

By: \_\_\_\_\_  
 CEO and Superintendent  
 IDEA Public Schools

By: \_\_\_\_\_  
 Board President  
 Midland ISD

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

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

# IDEA Travis Academy

---

**June 25, 2024**

**Midland ISD & IDEA - Travis Contract Amendment**





## WHO WE ARE

**IDEA Travis** sets high expectations for every student and goes the extra mile to make sure every student realizes their own potential. Personalized learning, critical thinking skills, mastery of core subjects is our recipe for success.



**2020**  
Year Founded



**1056**  
Students Currently Enrolled



**Pre-K – 9**  
23-24 Grade Levels



# IDEA Travis

Performance Measure #1	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
State Campus Report Card	D (Not Rated)*	D (B)	C (Pending Action)**	C (Pending)	B

Performance Measure #2 Student Progress	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
School Progress Domain based on State Accountability Domain Rating	D (Not Rated)*	C (A)	C (Pending Action)**	B (Pending)	B

Performance Measure #3 School Performance Framework	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
School Performance Framework (SPF) Based on the final development of the SPF and student population enrolled at IDEA Travis Academy, 2020-2021 will be utilized to determine a baseline score band for the SPF.***	<del>OP will have two years after partnership begins before it is held accountable under the MISD SPF; however, the OP will still report data* for the SPF to MISD on an annual basis.</del>		<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>	<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>	<del>Set specific target for SPF based on SPF development and review of two years of SPF data</del>

\* Given the impact of COVID-19, all districts and schools received a label of Not Rated: Declared State of Disaster for their 2019-20 and 2020-21 accountability ratings

\*\* Pending action due to current litigation involving a lawsuit from school districts against the Texas Education Agency

\*\*\* Due to transition of personnel the School Performance Framework targets were never set.

# Contract Amendments



- ❖ **Term & Termination**
- ❖ **Enrollment Policies**
- ❖ **Food Services**
- ❖ **Payment Sources & Structures**
- ❖ **Federal Funds**
- ❖ **District Administrative Services**
- ❖ **Other**



F. Discussion of and Request for Approval of Updated Performance Goals of Senate  
Bill 1882 Partnership with the Pre-K Academy at Midland College  
Presenters: Roberto Cedillo & Melissa Horner

250



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Melissa Horner

**Subject:** Discussion of and Request for Approval of the Renewal of Senate Bill 1882 Partnership with Pre-K Academy at Midland College

**Action Item**

**Financial Impact**

This agreement allows for the Operating Partner to receive additional SB 1882 Funds.

**Board Goals/ Strategic Plan Goals**

Board Goal 1-4

**Executive Summary**

Presentation and discussion of the 1882 partners updated outcome goals, Midland College PreK. Midland College Pre K goals expire at the end of the 2024 school year. This review and discussion by the Board of Trustees of the 1882 partnership updated outcome goals is for a partner in the final year of their approved goals with MISD.

The following are updated Academic Outcomes.

**Performance Goal 1&2:**

GOAL	CURRENT		Proposed 2024	
<b>Performance Measure #1</b> District Rating	21-22 C Rating 22-23 C Rating 23-24 C Rating		24 - 25 C Rating 25 - 26 C Rating 26 - 27 B Rating 27 - 28 B Rating	
<b>Performance Measure #2</b> Social/Emotional Learning: % meeting grade level expectation by end of year	GPM #1: 80% of 4-year-olds will achieve a score of at least 44 on the Social Emotional Behaviors section of the CLI progress monitoring assessment by the end of the year.	<b>Actual</b> 21-22 80% 22-23 80% 23-24 80% <b>86%</b>	% of 4-year-olds will achieve a score of at least 44 on the Social Emotional Behaviors section of the CLI progress monitoring assessment by the end of the 2027-2028 school year.	24-25 - 87% 25-26 - 87% 26-27 - 88% 27-28 - 89%

year



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

	<p><u>GPM #2:</u> 80% of <b>3 year olds</b> will achieve a score of at least 30 on the <b>Social Emotional Behaviors</b> section of the <b>CLI progress monitoring assessment</b> by the end of the year.</p>	<p style="text-align: right;"><b>Actual</b></p> <p>21-22 80% 22-23 80% 23-24 80%    <b>71%</b></p>	<p>% of <b>3-year-olds</b> will achieve a score of at least 30 on the <b>Social Emotional Behaviors</b> section of the <b>CLI progress monitoring assessment</b> by the end of the 2027-2028 school year.</p>	<p>24-25 - 72% 25-26 - 73% 26-27 - 74% 27-28 - 75%</p>
--	---	--	---	--

### Performance Goal 3:

GOAL	CURRENT		Proposed 2024	
<p><b>Performance Measure #3</b> Instructional Achievement: Literacy: % meeting grade level expectation by end of year assessment</p>	<p><u>GPM #1:</u> 86% of <b>4-year-olds</b> will be able to produce at least 40 letter sounds <b>on a standards-based assessment</b> by the end of the year.</p>	<p style="text-align: right;"><b>Actual</b></p> <p>21-22 86% 22-23 86% 23-24 86%    <b>68%</b></p>	<p><u>GPM 1.1:</u> % of <b>4-year-olds</b> will be able to develop understanding on the CLI Engage phonological awareness assessment by the end of the 2027-2028 school year.</p>	<p>24-25 - 86% <b>86% (MISD)</b> 25-26 - 87% <b>87% (MISD)</b> 26-27 - 88% <b>88% (MISD)</b> 27-28 - 89% <b>89% (MISD)</b></p>
	<p><u>GPM #2:</u> 75% of <b>3-year-olds</b> will be able to <b>produce at least 20 letter sounds on a standards-based assessment</b> by the end of the year.</p>	<p style="text-align: right;"><b>Actual</b></p> <p>21-22 75% 22-23 75% 23-24 75%    <b>51%</b></p>	<p>% of <b>3-year-olds</b> will be able to <b>produce at least 20 letter sounds on a standards-based assessment</b> by the end of the 2027-2028 school year.</p>	<p>24-25 - 61% 25-26 - 62% 26-27 - 63% 27-28 - 64%</p>



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

### Performance Goals 4 & 5:

GOAL	CURRENT		Proposed 2024	
<b>Performance Measure #4</b> Mathematics: % meeting grade level expectation by end of year assessment	<b>GPM #1:</b> 90% of 4-year-olds will score proficient on a math standards-based assessment by the end of the year.	21-22 85% 22-23 90% 23-24 90% <b>Actual</b> <b>83%</b>	<b>GPM 2.1</b> % of 4-year olds on track to develop understanding on the CLI Engage math assessment by the end of the 2027-2028 school year.	24-25 - 92% <b>92%</b> (MISD) 25-26 - 93% <b>93%</b> (MISD) 26-27 - 93% <b>93%</b> (MISD) 27-28 - 94% <b>94%</b> (MISD)
	<b>GPM #2:</b> 75 % of 3-year-olds will score proficient on a math standards-based assessment by the end of the year.	21-22 75% 22-23 75% 23-24 75% <b>Actual</b> <b>66%</b>	% of 3-year-olds will score proficient on a math standards-based assessment by the end of the 2027-2028 school year.	24-25 - 72% 25-26 - 73% 26-27 - 74% 27-28 - 75%
<b>Performance Measure #5:</b> Parent and Community Engagement	Parent and Community onsite meetings	Yes	Not continuing	
	Community Outreach	Yes	Not continuing	

### Recommendation

Midland College Pre K and MISD Administration recommend the approval of the 2024 - 2028 Midland College Pre K goals.

### Motion

### Contact Person

Shelly Haney, Midland College

### Enclosure

Goals for 2024 - 2028

# Proposed Performance Goals

GOAL	CURRENT		Proposed 2024	
<b>Performance Measure #1</b> District Rating	19-20 C Rating 20-21 C Rating 21-22 C Rating 22-23 C Rating 23-24 C Rating		24 - 25 C Rating 25 - 26 C Rating 26 - 27 B Rating 27 - 28 B Rating	
<b>Performance Measure #2</b> Social/Emotional Learning: % meeting grade level expectation by end of year	<u>GPM #1</u> : 80% of <b>4 year olds</b> will achieve a score of at least 44 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the year.	<b>21-22 80%</b> <b>22-23 80%</b> <b>23-24 80%</b>  <b>Actual EOY was at 86%</b>	% of <b>4 year olds</b> will achieve a score of at least 44 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the 2027-2028 school year.	<b>24-25 - 87%</b> <b>25-26 - 87%</b> <b>26-27 - 88%</b> <b>27-28 - 89%</b>
	<u>GPM #2</u> : 80% of <b>3 year olds</b> will achieve a score of at least 30 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the year.	<b>21-22 80%</b> <b>22-23 80%</b> <b>23-24 80%</b>  <b>Actual EOY was at 71%</b>	% of <b>3 year olds</b> will achieve a score of at least 30 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the 2027-2028 school year.	<b>24-25 - 72%</b> <b>25-26 - 73%</b> <b>26-27 - 74%</b> <b>27-28 - 75%</b>

# Changes in Goals - Performance Measure #3

GOAL	CURRENT		Proposed 2024	
<b>Performance Measure #3</b> Instructional Achievement: Literacy: % meeting grade level expectation by end of year assessment	<u>GPM #1</u> : 86% of <b>4 year olds</b> will be able to produce at least 40 letter sounds <b>on a</b> <b>standards-based assessment</b> by the end of the year.	<b>21-22 86%</b> <b>22-23 86%</b> <b>23-24 86%</b> <b>Actual EOY was at 68%</b>	<u>GPM #1.1</u> : % of <b>4 year olds</b> will be able to develop understanding on the CLI Engage phonological awareness assessment by the end of the 2027-2028 school year.  <ul style="list-style-type: none"> <li><b>Largest area of need</b></li> </ul>	<b>24-25 - 86%</b> <b>25-26 - 87%</b> <b>26-27 - 88%</b> <b>27-28 - 89%</b>
	<u>GPM #2</u> : 75% of <b>3 year olds</b> will be able to <b>produce at</b> <b>least 20 letter sounds on a</b> <b>standards-based assessment</b> by the end of the year.	<b>21-22 75%</b> <b>22-23 75%</b> <b>23-24 75%</b>  <b>Actual EOY is at 51%</b>	% of <b>3 year olds</b> will be able to <b>produce at least 20 letter sounds</b> <b>on a standards-based assessment</b> by the end of the 2027-2028 school year.	<b>24-25 - 61%</b> <b>25-26 - 62%</b> <b>26-27 - 63%</b> <b>27-28 - 64%</b>

# Changes in Goals - Performance Measure #4-5

GOAL	CURRENT		Proposed 2024	
<p><b>Performance Measure #4</b> Mathematics: % meeting grade level expectation by end of year assessment</p>	<p><u>GPM #1</u>: 90% of <b>4 year olds</b> will <b>score proficient on a math standards-based assessment</b> by the end of the year.</p>	<p><b>21-22 85%</b> <b>22-23 90%</b> <b>23-24 90%</b> <b>Actual EOY data is 83%</b></p>	<p><u>GPM 2.1</u> % of <b>4 year olds</b> on track to develop understanding on the CLI Engage math assessment by the end of the 2027-2028 school year.</p> <ul style="list-style-type: none"> <li>This is a high need area</li> </ul>	<p><b>24-25 - 92%</b> <b>25-26 - 93%</b> <b>26-27 - 93%</b> <b>27-28 - 94%</b></p>
	<p><u>GPM #2</u>: 75 % of 3 year olds will <b>score proficient on a math standards-based assessment</b> by the end of the year.</p>	<p><b>21-22 75%</b> <b>22-23 75%</b> <b>23-24 75%</b>  <b>Actual EOY was at 66%</b></p>	<p>% of <b>3 year olds</b> will <b>score proficient on a math standards-based assessment</b> by the end of the 2027-2028 school year.</p>	<p><b>24-25 - 72%</b> <b>25-26 - 73%</b> <b>26-27 - 74%</b> <b>27-28 - 75%</b></p>
<p><b>Performance Measure #5:</b> Parent and Community Engagement</p>	<p><u>GPM #1</u>: Parent and Community onsite meetings</p>	<p>Yes</p>	<p><b><u>Not continued</u></b></p>	
	<p><u>GPM #2</u>: Community Outreach</p>	<p>Yes</p>	<p><b><u>Not continued</u></b></p>	



# Midland College

## Pre - K

Approval of Academic Goals  
June 25, 2024





## School Overview

<b>Location</b>	3600 N Garfield St	<b>Grades Served</b>	3 and 4 year olds
<b>Leadership</b>	Leslie Goodrum, Executive Director	<b>Board Members</b>	<ul style="list-style-type: none"> <li>■ Linda Cowden, Midland Board of Trustees</li> <li>■ Becca Myers, Midland Education Foundation</li> <li>■ Jill Rivera, Region 18 Education Service Center</li> <li>■ Ed Mayberry, Community and Childcare Owner</li> <li>■ Pattie Stewart, Workforce Solutions Permian Basin</li> </ul>
<b>First Charter Year</b>	2019	<b>Total Enrollment</b>	177 (6/11)
<b>Charter Term</b>	2019 - 2029	<b>Charter length</b>	10 yrs, 5 yrs on renewal
<b>Recent actions</b>	This will be the second goals renewal for this partner. The first was 12/7/21	<b>Current Performance Contract Term</b>	2019-2020 thru 2023-2024

# Who are we?



## ..... Student Experiences

- **Developmentally Appropriate Curriculum**
- **State of the Art Facility**
- **Certified Teachers in all PK3 and PK4 classrooms**
- **Midland College Department of Education Students serving as Teacher Assistants**
- **Extended Day Learning Opportunities**
- **Licensed State Child Care Provider**
- **Literacy Outreach Program**
- **Monthly Parent Engagement Activities**
- **Collaborative Interaction with Midland College Staff, Faculty, and Departments**
- **Head Start Partnership**
- **Tuition Seats Available for PK3 and PK4**

## ..... Instructional Design

- **Savvas Pearson Three Cheers for Pre-K Curriculum**
- **CLI-Engage Progress Monitoring**
- **Footsteps to Brilliance Software Program**
- **Scholastic Bookflix**
- **Scholastic Monthly Readers**
- **Conscious Discipline**
- **Emphasis on Social Emotional Learning**



# Who are we?



## ..... Teacher Capacity

- Early Childhood Certified
- ESL Certification (5 Currently)
- Conscious Discipline
- CLI-Engage
- CIRCLE Readiness
- PLC Collaboratives
- Language Development and Emergent Reading
- Head Start Outcomes and Standards
- Texas State Child Care Licensed

## ..... Program Growth

- In August of 2019 PKA opened in modular building with 4 classrooms
- PKA Consisted of 2 PK3 & 2 PK4 Classrooms
- Total Enrollment was 68 students with 17 students in each classroom.
- From August of 2019 through May 2023 PKA was housed in the modular buildings
- During 2022-2023 year, the \$30 Million Building was Constructed
- In August 2023, PKA moved into new facility
- 2023-2024: 10 Classrooms
- 2024-2025: 13 Classrooms
- 2025-2026 14-16 Classrooms



# Current & Proposed Performance Goals

GOAL	CURRENT		Proposed 2024													
<b>Performance Measure #1</b> District Rating	21-22 C Rating 22-23 C Rating 23-24 C Rating		24 - 25 C Rating 25 - 26 C Rating 26 - 27 B Rating 27 - 28 B Rating													
<b>Performance Measure #2</b> Social/Emotional Learning: % meeting grade level expectation by end of year	<u>GPM #1:</u> 80% of <b>4 year olds</b> will achieve a score of at least 44 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the year.	<table border="0"> <tr> <td>21-22 80%</td> <td><b>Actual</b></td> </tr> <tr> <td>22-23 80%</td> <td><b>57%</b></td> </tr> <tr> <td>23-24 80%</td> <td><b>75%</b></td> </tr> <tr> <td></td> <td><b>86%</b></td> </tr> </table>	21-22 80%	<b>Actual</b>	22-23 80%	<b>57%</b>	23-24 80%	<b>75%</b>		<b>86%</b>	% of <b>4 year olds</b> will achieve a score of at least 44 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 87%</td></tr> <tr><td>25-26 - 87%</td></tr> <tr><td>26-27 - 88%</td></tr> <tr><td>27-28 - 89%</td></tr> </table>	24-25 - 87%	25-26 - 87%	26-27 - 88%	27-28 - 89%
	21-22 80%	<b>Actual</b>														
22-23 80%	<b>57%</b>															
23-24 80%	<b>75%</b>															
	<b>86%</b>															
24-25 - 87%																
25-26 - 87%																
26-27 - 88%																
27-28 - 89%																
<u>GPM #2:</u> 80% of <b>3 year olds</b> will achieve a score of at least 30 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the year.	<table border="0"> <tr> <td>21-22 80%</td> <td><b>Actual</b></td> </tr> <tr> <td>22-23 80%</td> <td><b>94%</b></td> </tr> <tr> <td>23-24 80%</td> <td><b>82%</b></td> </tr> <tr> <td></td> <td><b>71%</b></td> </tr> </table>	21-22 80%	<b>Actual</b>	22-23 80%	<b>94%</b>	23-24 80%	<b>82%</b>		<b>71%</b>	% of <b>3 year olds</b> will achieve a score of at least 30 on <b>the Social Emotional Behaviors section of the CLI progress monitoring assessment</b> by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 72%</td></tr> <tr><td>25-26 - 73%</td></tr> <tr><td>26-27 - 74%</td></tr> <tr><td>27-28 - 75%</td></tr> </table>	24-25 - 72%	25-26 - 73%	26-27 - 74%	27-28 - 75%	
21-22 80%	<b>Actual</b>															
22-23 80%	<b>94%</b>															
23-24 80%	<b>82%</b>															
	<b>71%</b>															
24-25 - 72%																
25-26 - 73%																
26-27 - 74%																
27-28 - 75%																

GOAL	CURRENT		Proposed 2024													
<b>Performance Measure #3</b> Instructional Achievement: Literacy: % meeting grade level expectation by end of year assessment	<u>GPM #1:</u> % of <b>4 year olds</b> will be able to produce at least 40 letter sounds <b>on a standards-based assessment</b> by the end of the year.	<table border="0"> <tr> <td></td> <td style="text-align: right;"><u>Actual</u></td> </tr> <tr> <td>21-22 86%</td> <td style="text-align: right;"><b>65%</b></td> </tr> <tr> <td>22-23 86%</td> <td style="text-align: right;"><b>79%</b></td> </tr> <tr> <td>23-24 86%</td> <td style="text-align: right;"><b>68%</b></td> </tr> </table>		<u>Actual</u>	21-22 86%	<b>65%</b>	22-23 86%	<b>79%</b>	23-24 86%	<b>68%</b>	<u>GPM 1.1:</u> % of <b>4 year olds</b> will be able to develop understanding on the CLI Engage phonological awareness assessment by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 86%</td></tr> <tr><td>25-26 - 87%</td></tr> <tr><td>26-27 - 88%</td></tr> <tr><td>27-28 - 89%</td></tr> </table>	24-25 - 86%	25-26 - 87%	26-27 - 88%	27-28 - 89%
		<u>Actual</u>														
21-22 86%	<b>65%</b>															
22-23 86%	<b>79%</b>															
23-24 86%	<b>68%</b>															
24-25 - 86%																
25-26 - 87%																
26-27 - 88%																
27-28 - 89%																
<u>GPM #2:</u> % of <b>3 year olds</b> will be able to <b>produce at least 20 letter sounds on a standards-based assessment</b> by the end of the year.	<table border="0"> <tr> <td></td> <td style="text-align: right;"><u>Actual</u></td> </tr> <tr> <td>21-22 75%</td> <td style="text-align: right;"><b>72%</b></td> </tr> <tr> <td>22-23 75%</td> <td style="text-align: right;"><b>68%</b></td> </tr> <tr> <td>23-24 75%</td> <td style="text-align: right;"><b>51%</b></td> </tr> </table>		<u>Actual</u>	21-22 75%	<b>72%</b>	22-23 75%	<b>68%</b>	23-24 75%	<b>51%</b>	% of <b>3 year olds</b> will be able to <b>produce at least 20 letter sounds on a standards-based assessment</b> by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 61%</td></tr> <tr><td>25-26 - 62%</td></tr> <tr><td>26-27 - 63%</td></tr> <tr><td>27-28 - 64%</td></tr> </table>	24-25 - 61%	25-26 - 62%	26-27 - 63%	27-28 - 64%	
	<u>Actual</u>															
21-22 75%	<b>72%</b>															
22-23 75%	<b>68%</b>															
23-24 75%	<b>51%</b>															
24-25 - 61%																
25-26 - 62%																
26-27 - 63%																
27-28 - 64%																

GOAL	CURRENT		Proposed 2024													
<b>Performance Measure #4</b> Mathematics: % meeting grade level expectation by end of year assessment	<u>GPM #1:</u> % of <b>4 year olds</b> will <b>score proficient on a math standards-based assessment</b> by the end of the year.	<table border="0"> <tr> <td></td> <td style="text-align: right;"><b>Actual</b></td> </tr> <tr> <td>21-22 85%</td> <td style="text-align: right;"><b>80%</b></td> </tr> <tr> <td>22-23 90%</td> <td style="text-align: right;"><b>87%</b></td> </tr> <tr> <td>23-24 90%</td> <td style="text-align: right;"><b>83%</b></td> </tr> </table>		<b>Actual</b>	21-22 85%	<b>80%</b>	22-23 90%	<b>87%</b>	23-24 90%	<b>83%</b>	<u>GPM 2.1:</u> % of <b>4 year olds</b> on track to develop understanding on the CLI Engage math assessment by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 91%</td></tr> <tr><td>25-26 - 92%</td></tr> <tr><td>26-27 - 93%</td></tr> <tr><td>27-28 - 94%</td></tr> </table>	24-25 - 91%	25-26 - 92%	26-27 - 93%	27-28 - 94%
		<b>Actual</b>														
21-22 85%	<b>80%</b>															
22-23 90%	<b>87%</b>															
23-24 90%	<b>83%</b>															
24-25 - 91%																
25-26 - 92%																
26-27 - 93%																
27-28 - 94%																
<u>GPM #2:</u> % of <b>3 year olds</b> will <b>score proficient on a math standards-based assessment</b> by the end of the year.	<table border="0"> <tr> <td></td> <td style="text-align: right;"><b>Actual</b></td> </tr> <tr> <td>21-22 75%</td> <td style="text-align: right;"><b>70%</b></td> </tr> <tr> <td>22-23 75%</td> <td style="text-align: right;"><b>75%</b></td> </tr> <tr> <td>23-24 75%</td> <td style="text-align: right;"><b>66%</b></td> </tr> </table>		<b>Actual</b>	21-22 75%	<b>70%</b>	22-23 75%	<b>75%</b>	23-24 75%	<b>66%</b>	% of <b>3 year olds</b> will <b>score proficient on a math standards-based assessment</b> by the end of the 2027-2028 school year.	<table border="0"> <tr><td>24-25 - 72%</td></tr> <tr><td>25-26 - 73%</td></tr> <tr><td>26-27 - 74%</td></tr> <tr><td>27-28 - 75%</td></tr> </table>	24-25 - 72%	25-26 - 73%	26-27 - 74%	27-28 - 75%	
	<b>Actual</b>															
21-22 75%	<b>70%</b>															
22-23 75%	<b>75%</b>															
23-24 75%	<b>66%</b>															
24-25 - 72%																
25-26 - 73%																
26-27 - 74%																
27-28 - 75%																
<b>Performance Measure #5:</b> Parent and Community Engagement	Parent and Community onsite meetings	Yes	Not continuing													
	Community Outreach	Yes	Not continuing													

# Summary of Academic Goals Renewal

Pending the board's approval of its revised performance goals, Midland College Pre - K and Midland ISD will proceed with the following next steps.

Upon approval by Midland ISD, the revised goals will be updated in the Performance Monitoring Framework.

Midland College Pre - K will align all campus work, including the yearly campus improvement plan around these goals.

Midland ISD will hold Midland College Pre - K accountable to their performance goals by monitoring assessment performance data annually.





G. Discussion of and Request for Approval of the 2024–2025 Student Code of Conduct  
and the 2024–2025 Fees and Dues

266

Presenters: Roberto Cedillo & Melissa Horner



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Roberto Cedillo, Deputy Superintendent

**Subject:** Discussion of and Request for Approval of the 2024 - 2025 Student Code of Conduct and the 2024 - 2025 Fees and Dues

### Action Item

#### **Financial Impact**

N/A

#### **Board Goals/ Strategic Plan Goals**

Student Experience: Cultivate nurturing and supportive environments for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.

#### **Executive Summary**

The Student Code of Conduct is the district's response to the requirements of Chapter 37 of the Texas Education Code. The Code provides methods and options for managing students in the classroom and on school grounds, disciplining students, and preventing and intervening in student discipline problems. The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), or expulsion from school.

The Fees & Dues help cover costs of Class Fees, Club Dues, and Miscellaneous Fees.

#### **Recommendation**

Administration recommends approval of the 2024 - 2025 Student Code of Conduct and the 2024 - 2025 Fees and Dues.

#### **Contact Person**

Roberto Cedillo, Deputy Superintendent

#### **Enclosure**

2024 - 2025 Student Code of Conduct  
2024 - 2025 Fees and Dues



Office of Student Services  
615 W. Missouri  
Midland, TX 79701  
432-240-1520

**Date: June 25, 2024**

**To: Board of Trustees**

**Subject: 2024 - 2025 Student Code of Conduct and Student Handbook**

The following items are updates in the Student Code of Conduct for the 2024 - 2025 school year:

Due to this year not being a legislative year, there are minimal changes. The Board must adopt the Student Code of Conduct annually along with the Student Fees for the 2024 - 2025 School Year.

1. Code of Conduct page 5

#### **Campus Behavior Coordinator**

~~As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at [www.midlandisd.net](http://www.midlandisd.net) and at [Midland ISD Code of Conduct 23-24](#)~~

#### **Rationale:**

This is a language modification due to Midland ISD's District of Innovation exemption. DOI exemption exemptions allow the district to better support a collaborative approach to the development of effective, individualized responses to discipline issues. Allows campuses the flexibility to assign the person or persons most knowledgeable about the student to develop the individualized discipline plan with teachers, student, and family.

2. Code of Conduct page 5

#### **Threat Assessment and Safe and Supportive School Team**

~~The CBC~~ The principal or designee or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

**Rationale:**

This is a language modification due to Midland ISD's District of Innovation exemption. DOI exemption exemptions allow the district to better support a collaborative approach to the development of effective, individualized responses to discipline issues. Allows campuses the flexibility to assign the person or persons most knowledgeable about the student to develop the individualized discipline plan with teachers, student, and family.

3. Code of Conduct page 13

**Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. [Discipline history and consequences shall continue through the following grade band: 7th grade through through 12th grade. Discipline history will not reset each year in the previously stated grade bands.](#)

**Rationale:** To align with HB 3 that amends TEC §25.002(a) to include in the documents required to be transferred when a student moves from one school to a new school a copy of the child's disciplinary record and any threat assessment involving the child's behavior under §37.115

The following items are updates in the Student Handbook for the 2024 - 2025 school year:

Due to this year not being a legislative year, there are minimal changes. The Board does not adopt the Student Handbook. Student Handbook revisions are information only. The board does adopt the Student Fees for the 2024 - 2025 School Year.

4. Student Handbook page 39

**Campus Behavior Coordinator**

Each campus has campus ~~behavior coordinator~~ administrators to apply discipline management techniques and administer consequences for certain student misconduct, as well as provide a point of contact for student misconduct. The contact information for each campus behavior coordinator is available on the district's website at [www.midlandisd.net](http://www.midlandisd.net) and the coordinator for this campus is listed below:

**Rationale:**

This is a language modification due to Midland ISD's District of Innovation exemption. DOI exemption exemptions allow the district to better support a collaborative approach to the development of effective, individualized responses to discipline issues.

5. Student Handbook page 48

**Dress and Grooming (All Grade Levels)**

The district's dress code teaches grooming and hygiene, prevents disruption, and minimizes safety hazards. Students and parents may determine a student's personal dress and grooming standards, provided that they comply with the following:

<p><b>SHIRTS/T-SHIRTS</b></p>	<ul style="list-style-type: none"> <li>● Tank tops/camis, sleeveless undershirts or muscle shirts are not allowed</li> <li>● Revealing clothing and/or see-through material not allowed</li> <li>● Low cut neckline, strapless, bare midriff/stomach, and/or revealing clothing not allowed, no pajamas</li> <li>● No suggestive Language</li> </ul>
<p><b>SHORTS/SKIRTS/ PANTS</b></p>	<ul style="list-style-type: none"> <li>● Shorts or skirts should be fingertip length</li> <li>● Hips and buttocks must be covered including when tights or leggings are worn</li> <li>● Pants, jeans, shorts, and/or skirts must be worn above the hip bones (no sagging)</li> <li>● No rip, tears, or holes in pants, shorts, skirts, or jeans above fingertip length</li> <li>● Clothing must be appropriately sized and remain at the waistline</li> </ul>
<p><b>NOT ALLOWED</b></p>	<ul style="list-style-type: none"> <li>● Hoods and bandanas cannot be worn in the classroom or school building.</li> <li>● Pajamas and sleepwear are not allowed.</li> <li>● Blankets worn as clothing or outerwear</li> <li>● Students are prohibited from wearing full or partial costumes, including animal character outfits,</li> </ul>

	<p>regardless of whether they obscure the student's identity. Exceptions for spirit days, costume-related events, or cultural observances can be made with prior approval from the school administration.</p>
<p><b>FOOTWEAR</b></p>	<ul style="list-style-type: none"> <li>● <b>Appropriate shoes for daily activities as determined by the campus ex: no slides for physical education</b></li> <li>● <b>No shoes with wheels</b></li> </ul>

6. Student Handbook page 50:

**Electronic Devices and Technology Resources (All Grade Levels)**

We are adjusting practices and procedures that fit within district policies and student handbook procedures. No changes to the handbook required.

7. Student Handbook pages 53 - 55 ([fee table added in the Student Handbook](#))

**Fees (All Grade Levels)**

Basic educational program materials are provided at no charge to a student. However, a student is expected to provide his or her own supplies, such as pencils, paper, erasers, and notebooks. A student may also be required to pay certain other costs, fees, or deposits, including:

CLASS FEES			
Course Name	Description	Junior High	High School
INTRO TO ART	Supplies	\$25/Semester	
ART I, II, III, IV	Supplies	\$25/Semester	\$25/Semester
CERAMICS/SCULPTURE & OIL PAINTING	Supplies		\$30/Semester
THEATER	Costumes, Props		\$30/Year
AFROTC	Uniform & Camp		\$40/Year
ALL CULINARY ARTS	Food & Project Supplies		\$30/Semester
AG MECHANICS & METAL TECHNOLOGY	Project Materials		\$30/Semester
COSMETOLOGY	Student Permit		\$25/Year
FLORAL DESIGN	Project Supplies		\$30/Year
FORENSIC SCIENCE	Lab Expenses		\$40/Year
MILL AND CABINET MAKING	Lab Fee		\$30/year +project cost
PRACTICUM IN HUMAN SERVICES	Lab Fee		\$30/Semester
PRACTICUM IN CULINARY ARTS	Lab Fee		\$40/Year
ELECTRONIC SYSTEMS/DRAFTING	Lab Fee		\$30/Year + project cost per semester
JH ROBOTICS	Lab supplies	\$20/year	
PRINCIPLES OF HOSPITALITY & TOURISM	Supplies		\$30 /Year
LIFETIME NUTRITION AND	Supplies		\$25/Semester

CLUB DUES			
BUSINESS PROFESSIONALS OF AMERICA (BPA)	Membership & Comps		\$40/Year
FUTURE FARMERS OF AMERICA (FFA)	Membership & Comps		\$25/Year
NATIONAL TECHNICAL HONOR SOCIETY (NTHS)	Membership		\$40/Year
ROBOTICS CLUB	Membership & Comps	\$20/Year	
SKILLS USA	Membership & Comps		\$40/Year
TEXAS ASSOCIATION OF FUTURE EDUCATORS (TAFE)	Membership & Comps		\$40/Year
FRENCH CLUB	State & Local		\$20/Year
FRENCH HONOR SOCIETY	National & Local		\$10/Year
LATIN CLUB	State & Local		\$15/Year
NATIONAL HONOR SOCIETY	Membership	\$10/Year	\$20/Year
NATIONAL JUNIOR HONOR SOCIETY	Membership	\$10/Year	\$7/Year
SPANISH HONOR SOCIETY	National & Lifetime		\$15/Year
DEBATE CLUB	National, State, & Local		\$25/Year
DRAMA CLUB	National, State, & Local		\$30/Year
INTERNATIONAL THESPIAN SOCIETY	National		\$35/Year
DISTRIBUTIVE EDUCATION CLUBS OF AMERICA (DECA)	National, State, Reception		\$40/Year
FAMILY, CAREER AND COMMUNITY LEADERS OF AMERICA (FCCLA)	State & National		\$40/Year
GERMAN CLUB	State, Local		\$15/Year

MISCELLANEOUS FEES			
ACADEMIC PLANNER	1st is free	\$5/Replacement	
STUDENT ID CARD	1st is free	\$5/Replacement	\$5/Replacement
LIBRARY FINES	Books, Magazines, & Files	\$0.10/School Day	\$0.10/School Day
LIBRARY FINES	Reference Books	\$0.10/Period	\$0.10/Period
PARKING PERMITS	Reserved Spaces		\$50/Year
PARKING FINES	Parking Violation		\$5 after 10 Days
PARKING FINES	Moving Violation		\$10/ \$15 after 10 Days
PARKING BOOT FINES	Parking Violation		\$30
PE LOCKS	Replace Lost Lock	\$6	
TRANSCRIPTS	Certified Copy		\$1/Copy
CELL PHONE FINE	Phone Confiscated	\$15	\$15
TEMPORARY STUDENT ID	Day ID	\$1	\$1

8. Student Handbook page 56

- Materials for a class project that the student will keep.
- Membership dues in voluntary clubs or student organizations.
- Admission fees to extracurricular activities.
- Security deposits.
- Personal physical education and athletic equipment and apparel.
- Voluntarily purchased pictures, publications, class rings, yearbooks, graduation announcements, and the like.
- Voluntarily purchased student health and accident insurance.
- Musical instrument rental and uniform maintenance when uniforms are provided by the district.
- Personal apparel used in extracurricular activities that becomes the property of the student.
- Fees for lost, damaged, or overdue library books.
- [Fee for lost Chromebook](#)



Midland Independent School District

***Midland Independent School District***

**Student Code of Conduct**

2024-25 School Year

All students will graduate college, career, or military ready.

[www.midlandisd.net](http://www.midlandisd.net)

If you have difficulty accessing the information in this document because of disability, please contact *Lynda Rhodes, Executive Director of Special Services* [lynda.rhodes@midlandisd.net](mailto:lynda.rhodes@midlandisd.net)  
432-240-1402

## Contents

<i>Midland Independent School District</i>	1
<b>Student Code of Conduct</b>	<b>1</b>
<b>Student Code of Conduct</b>	<b>4</b>
Accessibility	4
Purpose	4
<b>School District Authority and Jurisdiction</b>	<b>5</b>
Threat Assessment and Safe and Supportive School Team	5
Searches	5
Reporting Crimes	6
Security Personnel	6
“Parent” Defined	6
Participating in Graduation Activities	6
Unauthorized Persons	7
<b>Standards for Student Conduct</b>	<b>8</b>
<b>General Conduct Violations</b>	<b>9</b>
Disregard for Authority	9
Mistreatment of Others	9
Property Offenses	10
Possession of Prohibited Items	10
Possession of Telecommunications or Other Electronic Devices	11
Illegal, Prescription, and Over-the-Counter Drugs	11
Misuse of Technology Resources and the Internet	11
Safety Transgressions	12
Miscellaneous Offenses	12
<b>Discipline Management Techniques</b>	<b>13</b>
Students with Disabilities	13
Techniques	13
Prohibited Aversive Techniques	14
Notification	15
Appeals	15
<b>Removal from the School Bus</b>	<b>16</b>
<b>Removal from the Regular Educational Setting</b>	<b>17</b>
Routine Referral	17
Formal Removal	17
Returning a Student to the Classroom	17
<b>Out-of-School Suspension</b>	<b>18</b>
Misconduct	18
Process	18

Coursework During Suspension	19
<b>Disciplinary Alternative Education Program (DAEP) Placement</b>	<b>20</b>
Discretionary Placement: Misconduct That May Result in DAEP Placement	20
Mandatory Placement: Misconduct That Requires DAEP Placement	21
Sexual Assault and Campus Assignments	22
Process	23
Length of Placement	24
Appeals	25
Restrictions During Placement	25
Placement Review	25
Additional Misconduct	25
Notice of Criminal Proceedings	26
Withdrawal During Process	26
Newly Enrolled Students	26
Emergency Placement Procedure	27
Transition Services	27
<b>Placement and/or Expulsion for Certain Offenses</b>	<b>28</b>
Registered Sex Offenders	28
Certain Felonies	28
<b>Expulsion</b>	<b>31</b>
Discretionary Expulsion: Misconduct That May Result in Expulsion	31
Mandatory Expulsion: Misconduct That Requires Expulsion	33
Under Age Ten	34
Process	34
Length of Expulsion	35
Withdrawal During Process	36
Additional Misconduct	36
Restrictions During Expulsion	36
Newly Enrolled Students	36
Emergency Expulsion Procedures	37
DAEP Placement of Expelled Students	37
Transition Services	37
<b>Glossary</b>	<b>38</b>

## Student Code of Conduct

### Accessibility

If you have difficulty accessing the information in this document because of disability, please contact *Lynda Rhodes, Executive Director of Special Services* [lynda.rhodes@midlandisd.net](mailto:lynda.rhodes@midlandisd.net), 432-240-1402

### Purpose

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the *Midland Independent School District* board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the principal or designee’s office and posted on the district’s website. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

**Please note:** The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

## **School District Authority and Jurisdiction**

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

- During the regular school day;
- While the student is traveling on district transportation;
- During lunch periods in which a student is allowed to leave campus;
- At any school-related activity, regardless of time or location;
- For any school-related misconduct, regardless of time or location;
- When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
- When a student engages in cyberbullying, as defined by Education Code 37.0832;
- When criminal mischief is committed on or off school property or at a school-related event;
- For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
- For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
- When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
- When the student is required to register as a sex offender.

## **Threat Assessment and Safe and Supportive School Team**

The principal or designee or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

## **Searches**

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

## **Reporting Crimes**

The principal and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

## **Security Personnel**

The board utilizes police officers *and/or* security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the principal or designee and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

The law enforcement duties of district security personnel are:

The security department enforces the provision of Section 21.483 of the Texas Education Code, the Texas Penal Code, and the rules and regulations promulgated by the MISD School Board for the safety and welfare of students, employees, and property.

Enforce family code, TABC rules and regulations and Traffic control

*The enforcement duties of district security personnel are:*

Security Guards serve as educators, mentors, and support figures for students while maintaining the physical security of the building—playing a vital role in ensuring that schools are safe and welcoming places where all students can learn.

## **“Parent” Defined**

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

## **Participating in Graduation Activities**

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

## Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

- The person poses a substantial risk of harm to any person; or
- The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** for information regarding a student assigned to DAEP at the time of graduation.

## **Standards for Student Conduct**

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

## General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension, DAEP Placement, Placement and/or Expulsion for Certain Offenses**, and **Expulsion**, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting**.

### Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

### Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses**.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

## Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses** on.
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses**.)
- Enter, without authorization, district facilities that are not open for operations.

## Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- \*A location-restricted knife;
- \*A club;
- \*A firearm;
- A stun gun;
- Knuckles;
- A pocket knife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

\*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses**. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

### **Possession of Telecommunications or Other Electronic Devices**

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

### **Illegal, Prescription, and Over-the-Counter Drugs**

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement and Expulsion** for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

### **Misuse of Technology Resources and the Internet**

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.
- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another’s reputation, or illegal, including cyberbullying and “sexting,” either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

### **Safety Transgressions**

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

### **Miscellaneous Offenses**

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

## **Discipline Management Techniques**

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Discipline history and consequences shall continue through the following grade bands: 7th grade through 12th grade . Discipline history will not reset each year in the previously stated grade bands.

## **Students with Disabilities**

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

## **Techniques**

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.

- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension**.
- Placement in a DAEP, as specified in **DAEP**.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses**.
- Expulsion, as specified in **Expulsion**.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

### **Prohibited Aversive Techniques**

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain.
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.
- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.

- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

## **Notification**

The principal or designee shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The principal or designee shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the principal or designee shall send written notification by U.S. Mail. If the principal or designee is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

## **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or principal or designee, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the principal or designee's office, or the central administration office at the following address: [www.midlandisd.net](http://www.midlandisd.net)

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

## **Removal from the School Bus**

A bus driver may refer a student principal or designee's office to maintain effective discipline on the bus. The principal or designee must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or designee may restrict or revoke a student's transportation privileges, in accordance with law.

## **Removal from the Regular Educational Setting**

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

### **Routine Referral**

A routine referral occurs when a teacher sends a student to the principal or designee's office as a discipline management technique. The principal or designee shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

### **Formal Removal**

A teacher may initiate a formal removal from class if:

- A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
- The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the principal or designee or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the principal or designee or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the principal or designee or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

### **Returning a Student to the Classroom**

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

## **In School Suspension**

Students must be placed in In School Suspension for possessing, using, selling, giving, or delivering to another person an e-cigarette or vape pen.

Any students who possess, uses, sells, gives, or delivers to another person an e-cigarette as defined by Section 161.081 on or within 300 feet of school property, or while attending school-sponsored or school-related activity on or off of school property shall be:

- Placed in 3 days of In School Suspension for the first offense. Communication with parents will convey a warning regarding the second offense which will result in a DAEP placement.
- Secondary students: Second offense will result in a 30 day placement in DAEP.
- Elementary students: Second offense will result in a 30 day placement in DAEP.

The district shall follow the TEC37.0012 C-2 when related to e-cigarettes and vape pens.

## **Out-of-School Suspension**

### **Misconduct**

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

### **Process**

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the principal or designee or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The principal or designee shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the principal or designee shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

### **Coursework During Suspension**

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

## **Disciplinary Alternative Education Program (DAEP) Placement**

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6 and secondary classification shall be grades 7–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal or designee shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

## **Discretionary Placement: Misconduct That May Result in DAEP Placement**

A student may be placed in a DAEP for the following conduct violations:

- Engaging in conduct that contains the elements of an offense under Section 22.01 of the Penal Code (assault with injury is when a person intentionally, knowingly or recklessly causes bodily injury to another, including the person's spouse) in retaliation against a school district employee or volunteer.
- Engaging in bullying as defined in Section 37.0832 that encourages a student to commit or attempt to commit suicide; or inciting violence against a student through group bullying; or releasing or threatening to release intimate visual material of a minor or student who is 18 years of age or older without the student's consent.
- Engaging in criminal mischief if punishable as a felony.
- Making a terroristic threat, false alarm, or report (see glossary) (e.g., bomb threats) involving a public school.
- Engaging in conduct that contains the elements of offense of breach of computer security under section 33.02 of the Penal Code, if the conduct involves accessing a computer, computer network or computer system owned by or operated on behalf of a school district, and knowingly altering, damaging, deleting school district property or information, or committing a breach of any other computer, computer network or computer system [Chapter 37.007 (b)(5)].

- Engaging in conduct that contains the elements of one of the following offenses against another student, without regard to where the conduct occurs:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Murder or capital murder.
  - Criminal attempt to commit murder or capital murder.

### **Misconduct Identified in State Law**

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student’s consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Criminal mischief, not punishable as a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent’s designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student’s presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The principal or designee **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

### **Mandatory Placement: Misconduct That Requires DAEP Placement**

A student **must** be placed in a DAEP if the student:

- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
  - Engages in conduct punishable as a felony.

- Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion**) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
  - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
  - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
  - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
  - Second offense: selling, giving, or delivering to another person or possessing or using an e-cigarette.
  - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
  - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
  - Commits a federal firearms violation and is younger than six years of age.
  - Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion**.)
  - Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
    - The student receives deferred prosecution (see **glossary**),
    - A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
    - The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

### **Sexual Assault and Campus Assignments**

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

### **Process**

Removals to a DAEP shall be made by the principal or designee.

### **Conference**

When a student is removed from class for a DAEP offense, the principal or designee or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the principal or designee or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

### **Consideration of Mitigating Factors**

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the principal or designee shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

### **Placement Order**

After the conference, if the student is placed in a DAEP, the principal or designee shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

### **DAEP at Capacity**

If a DAEP is at capacity at the time the principal or designee is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the principal or designee is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

### **Coursework Notice**

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

### **Length of Placement**

The principal or designee shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

### **Exceeds One Year**

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

### **Exceeds School Year**

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the principal or designee or the board's designee must determine that:

- The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
- The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

#### **Exceeds 60 Days**

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

#### **Appeals**

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the principal or designee's office, the central administration office, at the following address: [www.midlandisd.net](http://www.midlandisd.net)

Appeals shall begin at (*Level II*) with the Superintendent's designee for school leadership or designee, the superintendent (Level III) and the board (Level IV).

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

#### **Restrictions During Placement**

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or co curricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

#### **Placement Review**

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the principal or designee or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

#### **Additional Misconduct**

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may

be conducted, and the principal or designee may enter an additional disciplinary order as a result of those proceedings.

### **Notice of Criminal Proceedings**

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

- Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
- The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parents may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

### **Withdrawal During Process**

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the principal or designee may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the principal or designee or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

### **Newly Enrolled Students**

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

### **Emergency Placement Procedure**

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

## **Placement and/or Expulsion for Certain Offenses**

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

### **Registered Sex Offenders**

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interests of the district's students.

### **Review Committee**

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

### **Newly Enrolled Students**

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

### **Appeal**

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

### **Certain Felonies**

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or principal or designee makes certain findings and the following circumstances exist in relation to

aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

- The date on which the student's conduct occurred,
- The location at which the conduct occurred,
- Whether the conduct occurred while the student was enrolled in the district, or
- Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

#### **Hearing and Required Findings**

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

- Threatens the safety of other students or teachers,
- Will be detrimental to the educational process, or
- Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

#### **Length of Placement**

The student is subject to the placement until:

- The student graduates from high school,
- The charges are dismissed or reduced to a misdemeanor offense, or
- The student completes the term of the placement or is assigned to another program.

#### **Placement Review**

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the principal or designee or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student

or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

**Newly Enrolled Students**

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

## Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the principal or designee shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

### Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement**.)

#### Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
  - Aggravated assault.
  - Sexual assault.
  - Aggravated sexual assault.
  - Murder.
  - Capital murder.
  - Criminal attempt to commit murder or capital murder.
  - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

### **At School, Within 300 Feet, or at a School Event**

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

### **Within 300 Feet of School**

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

### **Property of Another District**

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

#### **While in a DAEP**

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Penal Code 1.07; or
- Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

#### **Mandatory Expulsion: Misconduct That Requires Expulsion**

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

##### **Under Federal Law**

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

**Note:** Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

##### **Under the Penal Code**

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
  - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]
  - A location-restricted knife, as defined by state law. (See **glossary**.)

- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
  - Aggravated assault, sexual assault, or aggravated sexual assault.
  - Arson. (See **glossary**.)
  - Murder, capital murder, or criminal attempt to commit murder or capital murder.
  - Indecency with a child.
  - Aggravated kidnapping.
  - Aggravated robbery.
  - Manslaughter.
  - Criminally negligent homicide.
  - Continuous sexual abuse of a young child or disabled individual.
  - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

### **Under Age Ten**

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

### **Process**

If a student is believed to have committed an expellable offense, the principal or designee or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parents shall be invited in writing to attend the hearing.

Until a hearing can be held, the principal or designee or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

### **Hearing**

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

- Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

- An opportunity to testify and to present evidence and witnesses in the student's defense, and
- An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent or the superintendent's designee authority to conduct hearings and expel students.

### **Board Review of Expulsion**

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

### **Expulsion Order**

Before ordering the expulsion, the board or principal or designee shall take into consideration:

- Self-defense (see **glossary**),
- Intent or lack of intent at the time the student engaged in the conduct,
- The student's disciplinary history,
- A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
- A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
- A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the *Truancy Coordinator* shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

## **Length of Expulsion**

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

- The student is a threat to the safety of other students or to district employees, or
- Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

## **Withdrawal During Process**

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the principal or designee or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

## **Additional Misconduct**

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the principal or designee or the board may issue an additional disciplinary order as a result of those proceedings.

## **Restrictions During Expulsion**

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

## **Newly Enrolled Students**

The district shall decide on a case-by-case basis the placement of a student who is subject to an expulsion order from another district or an open-enrollment charter school upon enrollment in the district.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

- The out-of-state district provides the district with a copy of the expulsion order, and
- The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

- The student is a threat to the safety of other students or district employees, or
- Extended placement is in the best interest of the student.

### **Emergency Expulsion Procedures**

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

### **DAEP Placement of Expelled Students**

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

### **Transition Services**

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

## Glossary

**Abuse** is improper or excessive use.

**Aggravated robbery** is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

- Causes serious bodily injury to another;
- Uses or exhibits a deadly weapon; or
- Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
  - a. 65 years of age or older, or
  - b. A disabled person.

**Armor-piercing ammunition** is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

**Arson** is defined in part by Penal Code 28.02 as a crime that involves:

- Starting a fire or causing an explosion with intent to destroy or damage:
  - a. Any vegetation, fence, or structure on open-space land; or
  - b. Any building, habitation, or vehicle:
    - Knowing that it is within the limits of an incorporated city or town,
    - Knowing that it is insured against damage or destruction,
    - Knowing that it is subject to a mortgage or other security interest,
    - Knowing that it is located on property belonging to another,
    - Knowing that it has located within it property belonging to another, or
    - When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
- Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
- Intentionally starting a fire or causing an explosion and in so doing:
  - a. Recklessly damaging or destroying a building belonging to another, or
  - b. Recklessly causing another person to suffer bodily injury or death.

**Assault** is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

**Breach of computer security** includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

**Bullying** is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

- Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
- Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
- Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
- Infringes on the rights of the victim at school.
- Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:
  - Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
  - Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
  - Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

**Chemical dispensing device** is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

**Club** is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

**Controlled substance** means a substance, including a drug, an adulterant, and a diluent, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

**Criminal street gang** is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

**Cyberbullying** is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

**Dangerous drugs are** defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that

federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

**Dating violence** occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

**Deadly conduct** under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

**Deferred adjudication** is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

**Deferred prosecution** may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

**Delinquent conduct** is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

**Discretionary** means that something is left to or regulated by a local decision maker.

**E-cigarette** means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

**Explosive weapon** is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

**False alarm or report** under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

- Cause action by an official or volunteer agency organized to deal with emergencies;
- Place a person in fear of imminent serious bodily injury; or
- Prevent or interrupt the occupation of a building, room, or place of assembly.

**Firearm** is defined by federal law (18 U.S.C. 921(a)) as:

- Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
- The frame or receiver of any such weapon;

- Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
- Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such a term does not include an antique firearm.

**Graffiti** includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

**Handgun** is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

**Harassment** includes:

- Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
- Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
- Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
  - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
  - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
  - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
  - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
  - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
  - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
  - h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or

- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

**Hazing** is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- Any type of physical brutality;
- An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or

Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

**Improvised explosive device** is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

**Indecent exposure** is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

**Intimate visual material** is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

**Location-restricted knife** is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

**Knuckles** means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

**Look-alike weapon** means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

**Machine gun** as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

**Mandatory** means that something is obligatory or required because of an authority.

**Paraphernalia** are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

**Possession** means to have an item on one's person or in one's personal property, including, but not limited to:

- Clothing, purse, or backpack;
- A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
- Telecommunications or electronic devices; or
- Any school property used by the student, including, but not limited to, a locker or desk.

**Prohibited weapon** under Penal Code 46.05(a) means:

- The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
  - a. A machine gun;
  - b. A short-barrel firearm;
- Armor-piercing ammunition;
- A chemical dispensing device;
- A zip gun;
- A tire deflation device; or
- An improvised explosive device.

**Public Lewdness** is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

**Public school fraternity, sorority, secret society, or gang** means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

**Reasonable belief** is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

**Self-defense** is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

**Serious misbehavior** means:

- Deliberate violent behavior that poses a direct threat to the health or safety of others;
- Extortion, meaning the gaining of money or other property by force or threat;
- Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or

- Conduct that constitutes the offense of:
  - a. Public lewdness under Penal Code 21.07;
  - b. Indecent exposure under Penal Code 21.08;
  - c. Criminal mischief under Penal Code 28.03;
  - d. Hazing under Education Code 37.152; or
  - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

**Serious or persistent misbehavior** includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

**Short-barrel firearm** is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

**Terroristic threat** is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

- Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
- Place any person in fear of imminent serious bodily injury;
- Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
- Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
- Place the public or a substantial group of the public in fear of serious bodily injury; or
- Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

**Tire deflation device** is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

**Title 5 felonies** are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

**Under the influence** means lacking the normal use of mental or physical faculties. Impairment of a person’s physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student “under the in-fluence” need not be legally intoxicated to trigger disciplinary action.

**Use** means voluntarily introducing into one’s body, by any means, a prohibited substance.

**Zip gun** is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



# 2024 - 2025 Student Code of Conduct

## *Student Expectations and School Culture*

# STRATEGIC PLAN



## STUDENT EXPERIENCE

Create learning environments that prepare students for meaningful opportunities post-graduation.

**Goal 4: Cultivate nurturing and supportive environments** for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.

# Strategies

- ★ **Enforcement of the Student Code of Conduct (SCOC)**
- ★ **Frequent Communication of the SCOC to parents and students**
- ★ **Removed Disciplinary Alternative Education Program (DAEP) Placement Barrier**
- ★ **Extended the length of placement at DAEP**
- ★ **Repurposed a Counselor to DAEP**
- ★ **Additional Elementary DAEP Center**
- ★ **District-wide Saturday School**
- ★ **Positive Incentives and Recognitions**
- ★ **MTSS Training and Implementation**
- ★ **Expansion of Communities in Schools**
- ★ **Supervision starting at 7:15 at elementary & 7:30 at secondary**
- ★ **Signage (See Something, Say Something & Threats are not a Joke)**
- ★ **Coaching & Supporting Principals<sup>321</sup>**

# Continue Coaching and Supporting Principals

1. **School-wide staff presence**
2. **Continued commitment to address culture**
3. **Teacher support & protect the learning environment**
4. **Consequences shall be based on the seriousness of the infraction and the frequency of the behavior**
5. **Early communication with parent/guardian - NO SURPRISES**
6. **Timing on sending students back to class after an infraction**
7. **Communication with the teacher on consequences given to the student**
8. **Positive Behavior Intervention & Supports and Multi-Tiered Support System**

# 2024 - 2025

## Student Code of Conduct

**Discipline history and consequences shall continue through the following grade bands: 7th grade through 8th grade and 9th grade through 12th grade. Discipline history will not reset each year in the previously stated grade bands.**

# Reduce Recidivism Rates

**Campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP placement.**

# Electronic Devices and Technology Resources

## Electronic Devices and Technology Resources (All Grade Levels)

### Possession and Use of Personal Telecommunications Devices, Including Cell Phones, and Other Electronic Devices

The district permits students to possess personal cell phones for safety purposes; however, these devices must remain turned off during the instructional day, including during all testing, unless they are being used for approved instructional purposes. [See **Textbooks, Electronic Textbooks, Technological Equipment, and Other Instructional Materials** for graphing calculator applications on computing devices.]

A student must have approval to possess other personal telecommunications devices on campus such as laptops, tablets, or other portable computers.

Without such permission, teachers will collect the items and turn them in to the principal's office. The principal will determine whether to return items to students at the end of the day or to contact parents to pick up the items.

The use of cell phones or any device capable of capturing images is strictly prohibited in locker rooms or restroom areas while at school or at a school-related or school-sponsored event.

If a student uses a telecommunications device without authorization during the school day, the device will be confiscated.

*The student/paren]* may pick up the confiscated telecommunications device from the principal's office for a fee of \$15.

Any disciplinary action will be in accordance with the Student Code of Conduct. The district is not responsible for damaged, lost, or stolen telecommunications devices.



326

H. Discussion of and Request for Approval of Resolution to Delegate Hiring Authority to the Superintendent for Contractual Personnel Through the End of August 2024.  
Presenter: Brandon Reyes

328



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Brandon Reyes, Chief of Human Capital Management

**Subject:** Discussion of and Request for Approval of Resolution to Delegate Hiring Authority to the Superintendent for Contractual Personnel Through the End of August 2024

### Action Item

#### **Financial Impact**

Budgeted Expenditure

#### **Board Goals/ Strategic Plan Goals**

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

#### **Executive Summary**

Due to the need to hire principals, executive directors and above, between Board meetings during the months of June, July and August, the Superintendent is requesting approval to employ these contractual positions during this time period. Employees hired under this provision would be reported at the next regular Board meeting.

#### **Recommendation**

Approval to Delegate Hiring Authority to the Superintendent for Contractual Personnel Stipulated in Policy DC(LOCAL) through August 19, 2024.

#### **Motion**

Accept the recommendation as presented

#### **Contact Person**

Brandon Reyes

#### **Enclosure**

N/A

**RESOLUTION OF THE BOARD OF TRUSTEES OF  
THE MIDLAND INDEPENDENT SCHOOL DISTRICT  
REGARDING DELEGATION OF AUTHORITY  
OVER EMPLOYMENT CONTRACTS**

**WHEREAS**, the Board of Trustees (“Board”) of the Midland Independent School District (“District”) is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

**WHEREAS**, the Board has an interest in maintaining adequate staff, both contractual and non-contractual, at all times to address the District’s educational needs; and

**WHEREAS**, the Board acknowledges that such staffing decisions must often be made quickly and at times when the Board is not scheduled to meet pursuant to the Texas Open Meetings Act; and

**WHEREAS**, the Board believes the public purpose described above is fulfilled by efficiently and effectively making certain delegations, as described more fully herein, to the Superintendent to address ever-changing staffing needs in the best interest of Midland ISD, its students, and staff;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT:**

**RESOLVED**, the Board of Trustees hereby delegates to the Superintendent the authority to act in the place of the Board under Board Policy DC(LOCAL) and thus grants the Superintendent full and final authority to hire and otherwise employ all contractual personnel, to implement the provisions of Board Policy DC(LOCAL), to make selections regarding employment of any contractual personnel, and to report any employment actions to the Board at the next regularly-scheduled Board meeting;

**RESOLVED**, the authority granted by this resolution is effective from the date approved below through August 19, 2024 or until such time as the Board takes action to modify and/or rescind the authority granted herein.

**PASSED AND APPROVED** this \_\_\_\_\_ day of June 2024 by the Board of Trustees for the Midland Independent School District.

\_\_\_\_\_  
By: Tommy Bishop, Board President

\_\_\_\_\_  
Attest: Sara Burlison, Board Secretary

I. Discussion of and Request for Approval of the Nomination for TASB Board  
Position-Region 18

331

Presenter: Tommy Bishop, Board President



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024

**Presented by:** Tommy Bishop, Board President

**Subject:** Discussion of and Request for Approval of the Nomination for TASB Board Position-Region 18

### Action Item

**Financial Impact:**

2024-2025 Travel for Interview \$1,300

**Board Goals/ Strategic Plan Goals**

The Texas Association of School Boards (TASB) promotes educational excellence for Texas schools. They offer advocacy, visionary leadership, and high-quality services to school boards and districts.

**Executive Summary**

The Board has an opportunity to nominate a Trustee for the Region 18 seat on TASB's Board.

**Motion**

The Board nominates (name of board member) to serve three years on the TASB Board, if elected.

**Enclosure**

N/A

**11. Closed session in accordance with Government Code Section 551.001 et. seq.**

**Section 551.071** - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

**Section 551.074** - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

12. Action Arising from Closed Session

13. Consent Agenda

A. Approval of Board Meeting Minutes

333



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024

**Subject:** Approval of Board Meeting Minutes

### Consent Item

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

May 6, 2024 – Special Board Meeting

May 14, 2024 – Regular Board Meeting

Special Meeting and Workshop  
Monday, May 6, 2024 5:00 PM Central

Administration Building, Room 101  
615 W Missouri Ave  
Midland, TX 79701

The Board of Trustees of the Midland Independent School District met for a Special Board Meeting Tuesday, May 6, 2024, beginning at 5:00 PM at the Administration Building, 615 West Missouri, Room 101, Midland, Texas 79701

The following members were present:

Tommy Bishop, President  
Katie Joyner, Vice President  
Sara Burleson, Secretary  
Michael Booker  
Brandon Hodges  
Robert Marquez  
Bryan Murry

Dr. Stephanie Howard, Superintendent

#### 1. Call to Order - Roll Call

Meeting called to order at 5:01 PM.

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. Public Forum

There was no public comment.

#### 4. Action Items

4.A. Discussion of and Request for Approval to Hire an Executive Director of School Leadership, and Principal of General Tommy Franks Elementary School

Presenter: Brandon Reyes

The Board Approved Hiring of Executive Director of School Leadership, Erin Bueno, and the Principal of Tommy Franks Elementary, Hollie Sherrod.

Motion by Bryan Murry, second by Michael Booker

Motion carried 7-0

4.B. Discussion of and Request for Approval of Health Insurance Benefits Plan for Fiscal Year 2024-2025

The Board Approved Health Insurance Benefits Plan for the Fiscal Year 2024-2025.

Motion by Katie Joyner, second by Robert Marquez

Motion carried 7-0

4.C. Discussion of and Request for Approval of Revisions to the 2024-2025 Academic Calendar

The Board Approved the Revisions to the 2024-2025 Academic Calendar.

Motion by Katie Joyner, second by Bryan Murry

Motion carried 7-0

4.D. Discussion of and Request for Approval of the 2024-2025 Staff Development Minutes Waiver

The Board Approved the 2024-2025 Staff Development Minutes Waiver.

Motion by Michael Booker, second by Sara Burleson

Motion Carried 6-0

Abstaining: Brandon Hodges

5. Workshop

5.A. Overview of Lone Star Governance

Mr. Hodges left the meeting at approximately 7:22 PM.

6. Adjourn

The meeting adjourned at approximately 8:24 PM.

Motion by Katie Joyner, second by Sara Burleson

Motion carried 6-0

---

Tommy Bishop, President

---

Sara Burleson, Secretary

Regular Meeting  
Tuesday, May 14, 2024 5:30 PM Central

Bowie Fine Arts Academy  
805 Elk Avenue  
Midland, Texas 79701

The Board of Trustees of the Midland Independent School District met for a Regular Board Meeting Tuesday, May 14, 2024, beginning at 5:30 PM at the Bowie Fine Arts Academy, 805 Elk Avenue, Midland, Texas 79701

The following members were present:

Tommy Bishop, President  
Katie Joyner, Vice President  
Sara Burleson, Secretary  
Michael Booker  
Brandon Hodges  
Robert Marquez  
Bryan Murry

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

Mr. Hodges arrived at approximately 6:57 p.m.

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. Moment of Silence

4. Pledge to the US Flag and Texas Flag

4.A. De Zavala Elementary

4.A.1. Principal: David Duarte

4.A.1.a. Pledge Leaders: Yaribeth Avila, Jesus Bohorquez, Aiden Brito, and Samantha Lares

4.B. Vision of Midland ISD - Educating the Future with Excellence

4.C. Mission of Midland ISD - All Students will Graduate College, Career, or Military Ready

5. Awards/Achievements/Recognitions/Announcements

5.A. MISD Student Recognitions

5.A.1. MISD 2024 Top Graduates

5.A.2. Board of Trustees Scholarship Recipients

5.B. State or National Qualifiers

5.B.1. Academic All-State

5.B.2. State Qualifiers

5.C. MISD Staff Recognitions

5.D. Community Recognitions

5.D.1. Midland Association of Retired School Personnel (MARSP) Volunteer Hours

5.D.2. Mr. Ken Marks for Outstanding Contributions to Midland ISD

Motion to take 5-minute recess.

Motion by Sara Burleson and second by Robert Marquez

Motion carried 7-0

#### 6. Public Forum

Public Forum began at approximately 7:02 p.m.

Veronica Montoya	Carver Center, SPED training for students
Keven Ortega	Book censorship - against
Mark Wagner	Ranchland Hills Golf Club
Terry Garrett	Senseless destruction of Ranchland Hills
Holly Evans	Attendance boundaries

#### 7. Superintendent's Update

#### 8. District Informational Reports

8.A. Bond 2023 Monthly Report

8.B. Early Childhood Update

8.C. Intruder Detection Audit Report

8.D. Human Capital Monthly Report

8.E. Financial and Budget Preparation for 2024-2025 Update #4

#### 9. Action Items

9.A. Discussion of and Request for Approval for Board Goal Update: Goal Progress Measures GPM 1.1 PreK Phonological Awareness and GPM 2.1 PreK Mathematics.

The Board Approved the Board Goal Update: Goal Progress Measures GPM 1.1 PreK Phonological Awareness and GPM 2.1 PreK Mathematics.

Motion made by Robert Marquez and second by Bryan Murry

Motion carried 7-0

9.B. Discussion of and Request for Approval of the Competitive Sealed Proposal (CSP) #23-410 New Elementary 2023 Project Associated with the 2023 Bond

The Board Approved of the Competitive Sealed Proposal (CSP) #23-410 New Elementary 2023 Project Associated with the 2023 Bond.

Motion by Bryan Murry and second by Robert Marquez

Motion carried 7-0

9.C. Discussion of and Request for Approval of the 2024 - 2025 District Improvement Plan

The Board Approved the 2024-2025 District Improvement Plan.

Motion by Katie Joyner and second by Michael Booker

Motion carried 7-0

9.D. Discussion of and Approval to Appoint the Texas Association of School Boards (TASB) Delegate and Alternate for the 2024 Delegate Assembly.

The Board Approved the Appointment of the Texas Association of School Boards (TASB) Delegate, Sara Burleson, and Alternate, Michael Booker, for the 2024 Delegate Assembly.

Motion by Bryan Murry and second by Robert Marquez  
Motion carried 7-0

9.E. Discussion of and Request for Approval of 2025-2026 Elementary Attendance Boundaries and the 2028-2029 Middle School Boundaries  
Brandon Hodges moved to postpone vote until June Board Meeting, no second made.  
The Board Approved the 2025-2026 Elementary Attendance Boundaries and the 2028-2029 Middle School Boundaries.

Motion by Katie Joyner and second by Robert Marquez  
Motion carried 6-1

Nay: Brandon Hodges  
9.F. Discussion of and Request for Approval for the 2024-2025 Compensation Plan  
The Board Approved the 2024-2025 Compensation Plan.

Motion by Brandon Hodges and second by Katie Joyner  
Motion carried 7-0

9.G. Discussion of and Request for Approval to Hire Principals for Bunche Elementary and Alamo Junior High.  
The Board Approved to Hire, Dr. Janie Gutierrez, Principal for Bunche Elementary and Courtney Miller, Principal for Alamo Junior High.

Motion by Bryan Murry and second by Robert Marquez  
Motion carried 7-0

The Board went into closed session at approximately 10:11 p.m.  
Brandon Hodges left the board meeting ill at 10:11 p.m.

**10. Closed session in accordance with Government Code Section 551.001 et. seq.**

**Section 551.071** - For the purpose of a private consultation with the Board's attorney on any or all subjects or matters authorized by law.

**Section 551.072** - For the purpose of deliberating the purchase, exchange, lease, or value of real property.

**Section 551.074** - For the purpose of considering the appointment, employment, evaluation, reassignment, duties, discipline or dismissal of a public officer or employee or to hear complaints or charges against a public officer or employee.

**Section 551.076** - For the purpose of deliberation regarding the deployment, or specific occasions for implementation, of security personnel or devices, or to deliberate a security audit.

The Board reconvened at approximately 11:34 p.m.

11. Action Arising from Closed Session

No Action made in closed session

12. Consent Agenda

The Board Approved the Consent Agenda. There were no items pulled for independent consideration.

Motion made by Robert Marquez and second by Sara Burleson

Motion carried 6-0

12.A. Approval of Board Meeting Minutes

12.B. Approval of Monthly Financials

12.C. Approval of Budget Amendment #9

12.D. Approval of #23-420 Kitchen Repairs

12.E. Approval of #23-421 Milk/Dairy Products

12.F. Approval of RFP #23-438 4504 Mockingbird Lane and 10 Acres

12.G. Approval of the Geotechnical Service Firm for Package 3: Elementary Schools Group A. Package 4: Middle Schools Group A and Package 5: Middle School Group B Associated with the 2023 Bond and Authorization to Execute an Agreement

12.H. Approval of General Contractor to Perform the Work for Package 6: Elementary Schools Safety and Security Associated with the 2023 Bond

12.I. Approval of General Contractor to Perform the Work for Package 7: Midland Freshman Site Improvements Associated with the 2023 Bond

12.J. Approval of the Surveying Firm for Package 5: Middle School Group B Associated with the 2023 Bond and Authorization to Execute an Agreement

13. Information Items

13.A. Board Committee Monthly Report

13.B. Reportable Purchase Orders Over \$100,000

14. Adjourn

The Board adjourned at approximately 11:37

Motion by Michael Booker and second by Katie Joyner

Motion carried 6-0

---

Tommy Bishop, President

---

Sara Burleson, Secretary





# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Approval of Monthly Financials

### Consent Item

**Financial Impact**

District's financial position as of the month of May 2024.

**Board Goal/Strategic Plan Goals**

Goal 8, Initiative 2

**Executive Summary**

The attached financial report provides information about the results of operations for the month of May 2024.

**Contact Person**

Tucker Durham, Chief Financial Officer

**Enclosure**

May 2024 Monthly Financial Report

# Monthly Financial Report

*As of May 31, 2024*

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**

**GENERAL FUND**

As of May 31, 2024

	Original Budget	Revised Budget	2023-2024 FYTD Activity	Percent of Revised Budget
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 373,065,822	\$ 320,445,224	\$ 319,977,628	99.85%
5700 Other Local Revenue	15,000,000	20,762,127	22,618,817	108.94%
5800 State Revenue	72,784,091	66,557,400	54,079,976	81.25%
5831 TRS On-Behalf	10,842,736	10,801,875	10,521,240	97.40%
5900 Federal Revenue	2,100,000	2,100,000	1,310,178	62.39%
<b>Total Revenues</b>	<b>473,792,649</b>	<b>420,666,626</b>	<b>408,507,840</b>	<b>97.11%</b>
<b>EXPENDITURES by FUNCTION</b>				
11 - Instructional Services	180,410,106	170,578,852	147,983,291	86.75%
12 - Instructional Resources and Media Services	3,799,417	3,530,874	2,565,347	72.65%
13 - Staff Development	5,146,708	6,204,037	5,203,318	83.87%
21 - Instructional Administration	8,118,340	7,938,648	6,664,267	83.95%
23 - Campus Administration	16,534,164	16,082,811	14,059,420	87.42%
31 - Guidance and Counseling	12,650,928	11,967,433	9,769,260	81.63%
32 - Social Services	638,927	647,636	670,966	103.60%
33 - Health Services	3,548,435	3,536,371	2,988,266	84.50%
34 - Student (Pupil) Transportation	11,163,680	11,700,518	9,032,433	77.20%
35 - Food Services	4,720	164,720	242,295	147.10%
36 - Cocurricular / Extracurricular Activities	7,405,354	10,332,566	7,834,747	75.83%
41 - General Administration	8,857,593	9,135,171	7,612,451	83.33%
51 - Plant Maintenance and Operation	43,463,163	45,898,844	33,325,420	72.61%
52 - Security and Monitoring Services	4,242,534	5,531,644	4,142,031	74.88%
53 - Data Processing Services	7,886,421	8,067,785	6,579,792	81.56%
61 - Community Services	1,408,328	1,271,432	1,032,961	81.24%
71 - Debt Services	1,089,410	1,995,374	1,623,201	81.35%
81 - Facilities Acquisition and Construction	-	13,968,614	13,690,152	98.01%
91 - Contract Instructional Services (Ch. 49 Recap)	154,040,347	89,710,026	82,234,191	91.67%
99 - Intergovernmental Charges	3,384,074	3,384,074	3,078,650	90.97%
<b>Total Expenditures</b>	<b>473,792,649</b>	<b>421,647,431</b>	<b>360,332,459</b>	<b>85.46%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	982,305	1,042,469	
8900 Other Financing Uses	-	1,500	-	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>-</b>	<b>49,217,849</b>	
<b>EXPENDITURES by OBJECT</b>				
6100 Payroll	237,824,766	217,079,696	192,243,865	88.56%
6200 Contracted Services	49,055,090	55,783,224	43,913,039	78.72%
6224 Ch. 49 Recapture Payment	154,040,347	89,710,026	82,234,191	91.67%
6300 Supplies	19,173,686	22,275,784	13,277,680	59.61%
6400 Other Operating Expenses	8,939,889	12,817,308	9,400,465	73.34%
6500 Debt Service	1,089,410	1,995,374	1,623,201	81.35%
6600 Capital Outlay	3,669,461	21,986,019	17,640,018	80.23%
<b>Total Expenditures</b>	<b>473,792,649</b>	<b>421,647,431</b>	<b>360,332,459</b>	<b>85.46%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	982,305	1,042,469	
8900 Other Financing Uses	-	1,500	-	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>-</b>	<b>49,217,849</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**CHILD NUTRITION FUND**  
*As of May 31, 2024*

	<b>Original Budget</b>	<b>Revised Budget</b>	<b>2023-2024 FYTD Activity</b>	<b>Percent of Revised Budget</b>
<b>REVENUES</b>				
5700 Other Local Revenue	\$ 1,780,742	\$ 1,795,742	\$ 3,392,912	188.94%
5800 State Revenue	58,905	58,905	57,099	96.93%
5900 Federal Revenue	11,088,836	11,088,836	12,523,517	112.94%
<b>Total Revenues</b>	<b>12,928,483</b>	<b>12,943,483</b>	<b>15,973,528</b>	<b>123.41%</b>
<b>EXPENDITURES by FUNCTION</b>				
35 - Food Services	17,224,202	21,239,202	14,918,026	70.24%
<b>Total Expenditures</b>	<b>17,224,202</b>	<b>21,239,202</b>	<b>14,918,026</b>	<b>70.24%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	-	2,026	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>2,026</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(4,295,719)</b>	<b>(8,295,719)</b>	<b>1,057,528</b>	
<b>EXPENDITURES by OBJECT</b>				
6100 Payroll	6,331,224	6,331,224	5,046,510	79.71%
6200 Contracted Services	2,613,259	1,416,430	828,493	58.49%
6300 Food & Other Supplies	3,994,719	8,081,784	7,345,813	90.89%
6400 Other Operating Expenses	500,000	152,870	435,597	284.95%
6600 Capital Outlay	3,785,000	5,256,894	1,261,613	24.00%
<b>Total Expenditures</b>	<b>17,224,202</b>	<b>21,239,202</b>	<b>14,918,026</b>	<b>70.24%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	-	2,026	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>2,026</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(4,295,719)</b>	<b>(8,295,719)</b>	<b>1,057,528</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**DEBT SERVICE FUND**  
*As of May 31, 2024*

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2023-2024 FYTD Activity</u>	<u>Percent of Revised Budget</u>
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 32,296,372	\$ 102,213,329	\$ 104,248,209	101.99%
5700 Other Local Revenue	500,000	500,000	2,585,422	517.08%
5800 State Revenue	200,000	200,000	539,550	269.78%
<b>Total Revenues</b>	<b>32,996,372</b>	<b>102,913,329</b>	<b>107,373,181</b>	<b>104.33%</b>
<b>EXPENDITURES by FUNCTION</b>				
71 - Debt Service (Principal)	28,446,271	26,805,803	4,860,000	18.13%
71 - Debt Service (Interest)	4,450,101	6,090,569	4,763,690	78.21%
71 - Bond Issuance Cost and Fees	100,000	83,955,862	5,035	0.01%
<b>Total Expenditures</b>	<b>32,996,372</b>	<b>116,852,234</b>	<b>9,628,725</b>	<b>8.24%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	-	450	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>450</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>(13,938,905)</b>	<b>97,744,906</b>	
<b>EXPENDITURES by OBJECT</b>				
6500 Debt Service	32,996,372	116,852,234	9,628,725	8.24%
<b>Total Expenditures</b>	<b>32,996,372</b>	<b>116,852,234</b>	<b>9,628,725</b>	<b>8.24%</b>
<b>OTHER FINANCING SOURCES (USES)</b>				
7900 Other Financing Sources	-	-	450	
8900 Other Financing Uses	-	-	-	
<b>Net Other Financing Sources (Uses)</b>	<b>-</b>	<b>-</b>	<b>450</b>	
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>(13,938,905)</b>	<b>97,744,906</b>	

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**  
**LOCAL CAPITAL PROJECTS FUND**  
*As of May 31, 2024*

	Beginning Project Balance	Revised Budget	2023-2024 FYTD Activity	Percent of Revised Budget
<b>REVENUES</b>				
Interest Income		\$ 900,000	\$ 771,800	85.76%
<b>Total Revenues</b>		<b>900,000</b>	<b>771,800</b>	<b>85.76%</b>
<b>EXPENDITURES by PROJECT</b>				
Administration Building Concession Renovation	-	64,842	64,842	100.00%
Agriculture Barn Fence	-	92,781	92,781	100.00%
Alamo Demo & Entrance Installation	413,692	413,692	413,692	100.00%
Alamo Tennis Fence	126,809	126,809	-	0.00%
Alamo Vestibule	-	136,052	129,249	95.00%
Bonham Demo & Entrance Installation	418,726	418,726	374,926	89.54%
Bonham Exterior Lighting	135,643	250,000	135,643	54.26%
Franks 101 Office Conversion	49,689	47,473	47,473	100.00%
Fuel Pumps Transportation	135,000	135,000	-	0.00%
Furniture Order - July 2023	529,569	-	-	0.00%
Generator Addition for IT at LHS	528,000	-	-	0.00%
LHS Asbestos Abatement	-	33,220	33,220	100.00%
LHS Auditorium	50,873	50,873	26,242	51.58%
LHS Dolls	-	84,051	84,051	100.00%
LHS Parking Lot	1,199,854	783,230	-	0.00%
Memorial Stadium LED Lighting Retrofit	298,000	298,000	-	0.00%
MFHS Parking Lot and Teacher Lot	454,519	-	-	0.00%
MHS Fence	21,616	21,616	21,616	100.00%
MHS Modernizing the Hydraulic Elevator	71,367	75,350	67,564	89.67%
MHS Parking Lot	-	183,867	-	0.00%
Nutrition Equipment	-	112,812	108,812	96.45%
Phase III RO	1,800,000	1,800,000	1,206,866	67.05%
Scharbauer Bus/Fire Lane Painting	-	9,597	-	0.00%
Scharbauer Covebase, Carpet, VCT	-	288,836	288,836	100.00%
Scharbauer Concrete	-	15,657	-	0.00%
Scharbauer Fence	-	14,877	-	0.00%
Scharbauer Irrigation	-	115,680	109,896	95.00%
Scharbauer Playground	-	262,837	262,837	100.00%
Scharbauer Refresh	-	47,730	28,400	59.50%
Scharbauer Stainless Steel Partition	-	17,815	17,815	100.00%
Scharbauer Water Well Install	-	15,714	12,040	76.62%
Semi-Trailer for Band	-	107,021	107,021	100.00%
South Elementary Irrigation	90,186	90,186	-	0.00%
Trane HVAC A/C Project	4,942,327	9,333,629	6,946,567	74.43%
Trane LHS Battery Power Backup	-	527,338	398,833	75.63%
Trane Project Phase III	-	3,686,732	3,059,988	83.00%
Trane Project Phase IV	15,000,000	12,884,930	5,153,972	40.00%
YWLA Booker T Washington Renovations	269,542	337,808	337,808	100.00%
YWLA Family Support Center	-	260,259	247,246	95.00%
Non-Fixed Asset Expenditures	1,900,395	1,538,057	912,900	59.35%
Unallocated Project Funds	-	813,663	-	0.00%
<b>Total</b>	<b>28,435,808</b>	<b>35,496,759</b>	<b>20,691,137</b>	<b>58.29%</b>
<b>Ending Estimated Fund Balance</b>		<b>(34,596,759)</b>	<b>(19,919,337)</b>	
<b>Beginning Fund Balance</b>		<b>(28,435,808)</b>		
<b>Net Change in Budget Balance</b>		<b>(6,160,951)</b>		

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
STATEMENT OF REVENUES AND EXPENDITURES**

**SELF INSURANCE FUND**

As of May 31, 2024

	2023-2024 FYTD Activity <b>MEDICAL</b>	2023-2024 FYTD Activity <b>DENTAL</b>	2023-2024 FYTD Activity <b>WORKERS COMP</b>	2023-2024 FYTD Activity <b>TOTAL</b>
<b>REVENUES</b>				
Premiums Collected	\$ 18,228,149	\$ 1,119,754	\$ 1,946,948	\$ 21,294,851
Stop/Loss Rebates	2,430,470	-	-	2,430,470
Interest Income	211,738	-	-	211,738
<b>Total Revenues</b>	<b>20,870,357</b>	<b>1,119,754</b>	<b>1,946,948</b>	<b>23,937,059</b>
<b>EXPENDITURES</b>				
Medical/Dental/Workers Comp Claims	16,037,516	1,220,679	450,330	17,708,525
RX Claims	5,471,292	-	-	5,471,292
MISD Care Clinic	209,478	-	-	209,478
Claims Administration: BCBS/TASB	283,017	-	62,675	345,692
Other Administrative Expenses: TPA Fees	37,980	-	-	37,980
Stop/Loss	1,008,040	-	162,932	1,170,972
<b>Total Expenditures</b>	<b>23,047,322</b>	<b>1,220,679</b>	<b>675,937</b>	<b>24,943,938</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(2,176,965)</b>	<b>(100,925)</b>	<b>1,271,011</b>	<b>(1,006,879)</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**STATEMENT OF REVENUES AND EXPENDITURES**

**HOUSING FUND**

As of May 31, 2024

	2023-2024 FYTD Activity	2023-2024 FYTD Activity	2023-2024 FYTD Activity TOWN & COUNTRY	2023-2024 FYTD Activity
	<u>STONEGATE</u>	<u>SIMPATICO</u>	<u>TOWN &amp; COUNTRY</u>	<u>TOTAL</u>
<b>REVENUES</b>				
Donations	\$ -	\$ -	\$ -	\$ -
Rental Income	207,940	179,995	224,099	612,034
Operating Transfers In	-	-	-	-
Misc. Income	-	-	-	-
<b>Total Revenues</b>	<u>207,940</u>	<u>179,995</u>	<u>224,099</u>	<u>612,034</u>
<b>EXPENDITURES</b>				
6200 Professional & Contracted Services	152,402	134,258	84,865	371,525
6300 Supplies & Materials	-	-	-	-
6400 Other Operating Expenses	16,216	32,407	78,540	127,163
6600 Capital Outlay	-	-	-	-
<b>Total Expenditures</b>	<u>168,618</u>	<u>166,665</u>	<u>163,405</u>	<u>498,688</u>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<u>39,323</u>	<u>13,330</u>	<u>60,693</u>	<u>113,346</u>

# Cash Flow Year-to-Date

*As of May 31, 2024*

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**GENERAL FUND**  
*As of May 31, 2024*

	<b>JULY</b>	<b>AUGUST</b>	<b>SEPTEMBER</b>	<b>OCTOBER</b>	<b>NOVEMBER</b>	<b>DECEMBER</b>	<b>JANUARY</b>	<b>FEBRUARY</b>	<b>MARCH</b>	<b>APRIL</b>	<b>MAY</b>	<b>JUNE</b>	<b>YEAR-END</b>
	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<b>ACTUAL</b>	<i>Projected</i>	<i>Projected</i>
<b>RECEIPTS</b>													
Local Revenue													
Tax Collections	165,511	202,956	930,018	1,341,254	19,002,596	30,491,993	89,935,520	145,630,767	25,618,657	4,483,640	1,315,906	3,164,896	322,283,714
Interest Income	1,731,178	1,159,631	844,959	911,574	842,883	922,291	1,044,029	1,549,935	1,811,603	1,722,378	1,679,516	1,598,959	15,818,937
Other Local Revenue	188,196	720,570	673,177	1,373,660	1,055,424	964,102	1,618,806	590,686	1,209,134	646,261	707,623	500,000	10,247,640
State Revenue													
Available School Fund	-	-	836,857	622,543	1,345,066	632,617	-	-	1,853,275	592,826	612,721	-	6,495,905
Foundation & Misc	-	-	25,871,208	21,041,240	231,879	29,082	-	-	-	-	-	-	47,173,409
Federal Revenue													
MAC/SHARS	44,582	44,291	33,884	-	-	225,344	23,086	69,254	69,679	63,318	159,081	-	732,520
Other Federal Funds	-	6,531	6,531	6,531	6,533	6,533	6,409	7,108	7,108	7,108	7,108	-	67,498
Prior Year Revenue													
PY Tax Collections	1,336,389	1,111,792	-	-	-	-	-	-	-	-	-	-	2,448,181
PY State Revenue	1,114,766	2,965,412	6,666,278	-	-	-	-	-	-	-	-	-	10,746,456
PY Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-
<b>Total Cash Inflows</b>	<b>4,580,621</b>	<b>6,211,184</b>	<b>35,862,913</b>	<b>25,296,801</b>	<b>22,484,381</b>	<b>33,271,962</b>	<b>92,627,851</b>	<b>147,847,750</b>	<b>30,569,457</b>	<b>7,515,531</b>	<b>4,481,955</b>	<b>5,263,855</b>	<b>416,014,261</b>
<b>DISBURSEMENTS</b>													
Payroll	9,427,522	10,481,507	11,166,123	11,471,350	11,015,910	14,941,000	10,866,909	12,195,238	11,342,967	10,817,656	13,762,429	11,500,000	138,988,611
Accounts Payable	5,537,546	20,552,664	11,513,583	11,004,845	13,088,587	12,780,840	8,881,538	22,369,059	12,850,527	13,530,589	17,959,167	14,000,000	164,068,945
Other (Whse, Prepaid, etc)	-	-	-	(1,337)	(3,430)	(821)	(1,055,85)	(2,686)	10,440,600	(7,991,24)	(1,427)	-	10,421,851
PY AP	3,915,536	732,667	-	-	-	-	-	-	-	-	-	-	4,648,203
PY Chapter 49	-	154,402,905	-	10,368,217	(410,662)	-	-	-	-	-	-	-	164,360,460
<b>Total Cash Outflows</b>	<b>18,880,604</b>	<b>186,169,744</b>	<b>22,679,706</b>	<b>32,843,075</b>	<b>23,690,404</b>	<b>27,721,018</b>	<b>19,747,391</b>	<b>34,561,610</b>	<b>34,634,094</b>	<b>24,340,254</b>	<b>31,720,169</b>	<b>25,500,000</b>	<b>482,488,070</b>
<b>Net Cash Flow</b>	<b>(14,299,982)</b>	<b>(179,958,560)</b>	<b>13,183,206</b>	<b>(7,546,273)</b>	<b>(1,206,023)</b>	<b>5,550,944</b>	<b>72,880,459</b>	<b>113,286,140</b>	<b>(4,064,638)</b>	<b>(16,824,723)</b>	<b>(27,238,215)</b>	<b>(20,236,145)</b>	<b>(66,473,809)</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>394,532,693</b>	<b>379,156,187</b>	<b>191,382,644</b>	<b>210,541,911</b>	<b>200,936,258</b>	<b>196,096,533</b>	<b>203,172,931</b>	<b>288,010,017</b>	<b>404,363,738</b>	<b>403,969,910</b>	<b>383,272,568</b>	<b>362,028,347</b>	<b>394,532,693</b>
Monthly Net Cash Flow	(14,299,982)	(179,958,560)	13,183,206	(7,546,273)	(1,206,023)	5,550,944	72,880,459	113,286,140	(4,064,638)	(16,824,723)	(27,238,215)	(20,236,145)	(66,473,809)
Payroll for Other Funds	(670,576)	(814,772)	(932,789)	(833,474)	(809,035)	(1,038,568)	(798,672)	(701,184)	(871,443)	(737,428)	(935,636)	-	(9,143,577)
AP for Other Funds	(3,509,984)	(7,478,593)	(2,810,502)	(1,684,674)	(1,796,818)	(2,830,670)	(3,491,313)	(2,939,192)	(2,493,698)	(1,970,706)	(2,222,706)	-	(33,228,855)
Receipts for Other Funds	2,914,500	253,481	10,764,520	3,125,022	5,760,633	5,819,517	10,094,027	6,572,586	1,466,976	964,627	8,120,269	-	55,856,156
Transfers In/Out Other Funds	(163,887)	(841,639)	(1,289,467)	(1,578,229)	(7,823,233)	(386,179)	7,351,990	(2,441,097)	7,047,105	(719,912)	(1,849,103)	-	(2,693,649)
Outstanding Checks	1,108,356	2,132,182	2,098,499	670,101	1,745,043	1,542,846	715,236	3,474,238	1,868,618	341,543	3,193,457	-	18,890,118
AP Issued in Prior & Cleared	(573,190)	(1,019,856)	(1,781,599)	(554,475)	(669,760)	(1,534,083)	(1,810,535)	(852,247)	(3,234,078)	(1,663,342)	(230,759)	-	(13,923,924)
PR Issued in Prior & Cleared	(181,743)	(45,787)	(72,602)	(1,203,650)	(40,530)	(47,409)	(104,106)	(45,524)	(112,669)	(87,403)	(81,527)	-	(2,022,950)
<b>Ending Cash Balance</b>	<b>379,156,187</b>	<b>191,382,644</b>	<b>210,541,911</b>	<b>200,936,258</b>	<b>196,096,533</b>	<b>203,172,931</b>	<b>288,010,017</b>	<b>404,363,738</b>	<b>403,969,910</b>	<b>383,272,568</b>	<b>362,028,347</b>	<b>341,792,202</b>	<b>341,792,202</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**CHILD NUTRITION FUND**

As of May 31, 2024

	<b>JULY</b> <b>ACTUAL</b>	<b>AUGUST</b> <b>ACTUAL</b>	<b>SEPTEMBER</b> <b>ACTUAL</b>	<b>OCTOBER</b> <b>ACTUAL</b>	<b>NOVEMBER</b> <b>ACTUAL</b>	<b>DECEMBER</b> <b>ACTUAL</b>	<b>JANUARY</b> <b>ACTUAL</b>	<b>FEBRUARY</b> <b>ACTUAL</b>	<b>MARCH</b> <b>ACTUAL</b>	<b>APRIL</b> <b>ACTUAL</b>	<b>MAY</b> <b>ACTUAL</b>	<b>JUNE</b> <i>Projected</i>	<b>YEAR-END</b> <i>Projected</i>
<b>RECEIPTS</b>													
Local Revenue	12,818	451,065	311,515	352,070	390,461	319,753	207,684	452,253	295,140	342,012	366,364	97,924	3,599,059
State Revenue	-	-	-	-	-	-	-	-	57,099	-	-	25,000	82,099
Federal Revenue	1,231,112	149,800	-	2,254,971	1,299,050	-	2,059,069	2,061,025	1,339,753	936,122	1,404,212	1,374,285	14,109,398
<b>Total Cash Inflows</b>	<b>1,243,929</b>	<b>600,866</b>	<b>311,515</b>	<b>2,607,041</b>	<b>1,689,511</b>	<b>319,753</b>	<b>2,266,753</b>	<b>2,513,278</b>	<b>1,691,991</b>	<b>1,278,134</b>	<b>1,770,575</b>	<b>1,497,209</b>	<b>17,790,555</b>
<b>DISBURSEMENTS</b>													
Payroll	35,850	269,855	279,457	278,583	171,143	302,623	213,203	175,921	302,492	174,007	306,740	575,565	3,085,439
Accounts Payable	17,842	198,248	505,941	2,746,090	1,830,319	1,399,326	545,942	1,005,171	1,150,934	1,023,187	981,338	1,500,000	12,904,339
Indirect Costs to Gen Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Inventory	-	-	-	-	-	-	-	-	-	-	-	-	-
PY AP	247,718	756	-	-	-	-	-	-	-	-	-	-	248,474
<b>Total Cash Outflows</b>	<b>301,410</b>	<b>468,859</b>	<b>785,398</b>	<b>3,024,673</b>	<b>2,001,462</b>	<b>1,701,949</b>	<b>759,145</b>	<b>1,181,092</b>	<b>1,453,426</b>	<b>1,197,195</b>	<b>1,288,078</b>	<b>2,075,565</b>	<b>16,238,252</b>
<b>Net Cash Flow</b>	<b>942,519</b>	<b>132,007</b>	<b>(473,883)</b>	<b>(417,632)</b>	<b>(311,951)</b>	<b>(1,382,196)</b>	<b>1,507,608</b>	<b>1,332,186</b>	<b>238,565</b>	<b>80,939</b>	<b>482,497</b>	<b>(578,356)</b>	<b>1,552,303</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>6,448,949</b>	<b>5,404,337</b>	<b>5,391,248</b>	<b>5,366,123</b>	<b>3,213,681</b>	<b>5,498,562</b>	<b>4,653,069</b>	<b>4,455,836</b>	<b>5,194,630</b>	<b>4,570,865</b>	<b>4,150,156</b>	<b>3,830,524</b>	<b>6,448,949</b>
Monthly Net Cash Flow	942,519	132,007	(473,883)	(417,632)	(311,951)	(1,382,196)	1,507,608	1,332,186	238,565	80,939	482,497	(578,356)	1,552,303
Transfers In/Out Other Funds	(1,179,755)	96,284	452,880	(1,737,722)	2,597,037	534,953	(1,707,720)	(594,172)	(875,324)	(509,742)	(919,975)	-	(3,843,258)
Summer Feeding	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	(1,058,164)	(249,407)	(6,600)	(779)	(2,089)	(168)	(136)	(1,224)	(122)	(10,696)	(15,166)	-	(1,344,552)
Outstanding Checks	250,788	8,028	2,478	3,691	1,885	1,917	3,016	2,004	13,116	18,790	133,013	-	438,725
<b>Ending Cash Balance</b>	<b>5,404,337</b>	<b>5,391,248</b>	<b>5,366,123</b>	<b>3,213,681</b>	<b>5,498,562</b>	<b>4,653,069</b>	<b>4,455,836</b>	<b>5,194,630</b>	<b>4,570,865</b>	<b>4,150,156</b>	<b>3,830,524</b>	<b>3,252,168</b>	<b>3,252,168</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**CASH FLOW YEAR-TO-DATE**  
**DEBT SERVICE FUND**  
*As of May 31, 2024*

	<u>JULY</u> <u>ACTUAL</u>	<u>AUGUST</u> <u>ACTUAL</u>	<u>SEPTEMBER</u> <u>ACTUAL</u>	<u>OCTOBER</u> <u>ACTUAL</u>	<u>NOVEMBER</u> <u>ACTUAL</u>	<u>DECEMBER</u> <u>ACTUAL</u>	<u>JANUARY</u> <u>ACTUAL</u>	<u>FEBRUARY</u> <u>ACTUAL</u>	<u>MARCH</u> <u>ACTUAL</u>	<u>APRIL</u> <u>ACTUAL</u>	<u>MAY</u> <u>ACTUAL</u>	<u>JUNE</u> <i>Projected</i>	<u>YEAR-END</u> <i>Projected</i>
<b>RECEIPTS</b>													
Local Revenue													
Tax Collections	12,088	16,290	74,847	280,532	6,147,243	10,001,116	29,518,661	47,863,339	8,331,441	1,409,051	353,869	660,000	100,680,129
Interest Income	77,983	74,594	69,571	73,225	84,722	122,664	199,362	383,025	491,108	493,042	516,125	592,735	3,178,157
State Revenue	-	-	-	-	-	539,550	-	-	-	-	-	-	539,550
PY Tax Collections	109,996	124,659	-	-	-	-	-	-	-	-	-	-	234,655
<b>Total Cash Inflows</b>	<b>200,067</b>	<b>215,544</b>	<b>144,418</b>	<b>353,757</b>	<b>6,231,965</b>	<b>10,663,330</b>	<b>29,718,023</b>	<b>48,246,364</b>	<b>8,822,549</b>	<b>1,902,092</b>	<b>869,994</b>	<b>1,252,735</b>	<b>108,620,838</b>
<b>DISBURSEMENTS</b>													
Debt Service Payment	-	2,381,595	-	-	-	-	-	7,241,595	-	-	-	-	9,623,190
Debt Service Fees	-	-	500	-	-	4,535	500	-	-	-	-	-	5,535
PY AP	-	5,500	-	-	-	-	-	-	-	-	-	-	5,500
<b>Total Cash Outflows</b>	<b>-</b>	<b>2,387,095</b>	<b>500</b>	<b>-</b>	<b>-</b>	<b>4,535</b>	<b>500</b>	<b>7,241,595</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>9,634,225</b>
<b>Net Cash Flow</b>	<b>200,067</b>	<b>(2,171,552)</b>	<b>143,918</b>	<b>353,757</b>	<b>6,231,965</b>	<b>10,658,795</b>	<b>29,717,523</b>	<b>41,004,769</b>	<b>8,822,549</b>	<b>1,902,092</b>	<b>869,994</b>	<b>1,252,735</b>	<b>98,986,613</b>
<b>RECONCILIATION</b>													
<b>Beginning Cash Balance</b>	<b>17,477,703</b>	<b>17,677,770</b>	<b>15,508,219</b>	<b>15,652,637</b>	<b>16,005,893</b>	<b>22,237,858</b>	<b>32,357,103</b>	<b>62,074,626</b>	<b>103,079,395</b>	<b>111,901,945</b>	<b>113,804,487</b>	<b>114,759,884</b>	<b>17,477,703</b>
Monthly Net Cash Flow	200,067	(2,171,552)	143,918	353,757	6,231,965	10,658,795	29,717,523	41,004,769	8,822,549	1,902,092	869,994	1,252,735	98,986,613
Transfer to other funds	-	2,000	-	-	-	(539,550)	-	-	-	450	85,403	-	(451,697)
Outstanding Checks	-	-	500	-	-	-	-	-	-	-	-	-	500
AP Issued in Prior & Cleared	-	-	-	(500)	-	-	-	-	-	-	-	-	(500)
<b>Ending Cash Balance</b>	<b>17,677,770</b>	<b>15,508,219</b>	<b>15,652,637</b>	<b>16,005,893</b>	<b>22,237,858</b>	<b>32,357,103</b>	<b>62,074,626</b>	<b>103,079,395</b>	<b>111,901,945</b>	<b>113,804,487</b>	<b>114,759,884</b>	<b>116,012,619</b>	<b>116,012,619</b>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Chad Crowson, General Counsel

**Subject:** Approval of Lease Renewal with the City of Midland for Astound Broadband Stadium Use

### Consent Item

#### **Financial Impact**

\$150,000 rental fee, inclusive of both rent and operating expenditures, with \$15,000 increases in each year during the five-year term.

#### **Strategic Plan Goals/Board Academic Goals**

N/A

#### **Executive Summary**

This lease renewal agreement between MISD and the City of Midland for the use of Astound Broadband Stadium serves to extend the term of the lease through the 2028-29 school year. Members of the Finance Division, the Athletics Department, the Operations Division, and the General Counsel have engaged in extensive negotiations with the City of Midland in order to extend the term of our lease and ensure our continued access to Astound Broadband Stadium.

The agreement establishes MISD as the primary tenant and allows use by our football teams for games, our soccer teams for both practices and games, and our marching bands for various events and competitions. Additionally, several provisions of the agreement were revised and clarified in order to better meet the District's needs and protect our rights. These include provisions to ensure soccer team practice time, allow for booster club sales prior to any event, protect our right to select videoboard advertisements, allow MISD to place district signage in two prominent locations, and require that the City maintain the elevator equipment in accordance with the Americans with Disabilities Act (ADA).

#### **Estimated Time to Prepare Agenda Item**

20 hours with multiple district personnel participating

#### **Contact Person**

Chad Crowson

#### **Enclosure**

Proposed Astound Stadium Non-Exclusive Lease Agreement

## FOOTBALL/SOCCER STADIUM NONEXCLUSIVE LEASE AGREEMENT

THIS NONEXCLUSIVE LEASE AGREEMENT (“Agreement”) is made and entered into this 25th day of June, 2024, by and between the City of Midland, Texas, a home rule municipal corporation hereinafter referred to as (the “City”), and Midland Independent School District (“MISD”) pursuant to the Interlocal Cooperation Act as codified in Chapter 791 of the Texas Government Code, regarding the lease of certain City-owned property and facilities to MISD.

WHEREAS, the City is a governmental entity of the state of Texas and is authorized by its City Council to enter into this Agreement; and

WHEREAS, MISD is a governmental entity of the state of Texas and is authorized by its Board of Trustees to enter into this Agreement; and

WHEREAS, the City owns and operates a certain football/soccer stadium as part of the Scharbauer Sports Complex located in the corporate limits of the City of Midland, Texas; and

WHEREAS, MISD desires to lease these facilities for its UIL events; and

WHEREAS, the governing bodies of the City and MISD find it to be in the public interest to enter into this Agreement;

NOW, THEREFORE, in consideration of the covenants and conditions stated herein, the parties have agreed and do hereby agree as follows:

### **ARTICLE I - MUNICIPAL FOOTBALL/SOCCER STADIUM**

**Section 1. Conveyance of Leasehold:** The City does hereby let and demise to MISD its football/soccer stadium (the “Stadium”).

**Section 2. Lease Term:** The term of this Agreement shall be from August 1, 2024, until July 31, 2029 (the “Initial Lease Term”). This Agreement may be extended for three (3) additional one (1) year periods (each, a “Renewal Lease Term”) upon the mutual written consent of the parties. The Initial Lease Term and any Renewal Lease Term are collectively referred to herein as the “Lease Term.” Notwithstanding the foregoing, this Agreement may be terminated prior to the expiration of the Lease Term as provided herein.

**Section 3. Right of Occupancy:** MISD shall have the right to use the Stadium during the Lease Term for holding UIL football and soccer games associated with its

athletic programs and for holding UIL marching band events associated with MISD's programs.

**Section 4. Stadium Use:**

A. Football and Soccer Games: MISD may use the Stadium for the playing of University Interscholastic League ("UIL") football and soccer games in which an MISD team is a participant and for events associated with MISD's UIL marching band programs (collectively, the "Events"). The Stadium may be used as the home stadium of MISD's football and soccer teams. MISD shall provide a schedule to the City of all football games to be played in the upcoming season no later than April 15 preceding the season during each year of the Lease Term. MISD shall provide to the City a schedule of all soccer games to be played in the upcoming season no later than September 30 preceding the season during each year of the term. MISD shall provide to the City a schedule of all marching band events to be conducted at the Stadium no later than July 1 each year of the Lease Term. Playoff games in which an MISD team is a participant need not be scheduled by the April 15 and September 30 deadlines specified herein and shall have priority scheduling. Notification must be made to the City as soon as a playoff game is scheduled at the stadium. Notwithstanding any contrary provisions contained herein, the City specifically reserves the right to lease the Stadium to third parties.

B. Other MISD UIL Events: Upon receiving the City's prior consent, which shall not be unreasonably withheld, MISD may host other UIL events in the Stadium during the Lease Term, which are deemed to be "Events" under this Agreement. Any such Events must be scheduled at least ninety (90) days in advance, and the scheduling of any such Event shall be subject to prior scheduling of non-MISD events by the City.

C. Available Facilities: MISD will have available for its use during all scheduled Events the field house, press boxes, the north community room, ticket booths, and parking lot. Following such scheduled Events, MISD shall ensure that the Stadium and foregoing facilities are left clean and maintained in good working condition, normal wear and tear excepted. No person shall be admitted to the press box during Events without MISD or City of Midland prior approval.

D. Restrictions on Use: No flammable liquids, pyrotechnics or other ignitable materials may be used in the Stadium. Smoke machines specifically designed to be safely used in a facility such as the Stadium, and which will not result in any damage to the playing surface, will be allowed. Confetti, glitter, flour, and other such materials that are difficult to clean are prohibited in the Stadium and MISD agrees to pay to the City an additional cleaning fee associated with cleaning such materials admitted into the Stadium. Additionally, MISD agrees to vigorously enforce the City's clear bag policy, to include diaper bags, for all attendees of Events. The City agrees to provide updated signage to be

placed at all entrance gates which clearly defines the City’s “clear bag policy” to include diaper bags.

E. Unscheduled Events: Any Events not scheduled by the dates specified in Article I.4.A may be played at the Stadium only with prior City approval.

F. Football and Soccer Practices: Football and soccer practice sessions may be conducted at the Stadium subject to all other scheduled events. Notice must be given to the City of Midland and approval must be in writing. MISD shall provide a soccer practice schedule to the City no later than October 15 preceding the season during each year of the Lease Term. After MISD provides such soccer practice schedule to the City, the City may independently and unilaterally elect to schedule non-MISD events at the Stadium, during previously-designated MISD practice dates, no more than five (5) times per year during the term of this Agreement (“City Override Events”). The City shall provide notice to MISD, in written or oral form, as soon as practicable after any City Override Event is scheduled. Additional City Override Events beyond the five (5) per year described herein shall require the mutual written consent of the Parties.

G. Other MISD Events: Other MISD Events may be scheduled at the stadium with City of Midland Approval in writing and are subject to established rental rates.

**Section 5. Reservation of Rights**: The City specifically reserves the right to hold special recreational, amusement, entertainment, and civic sporting events in the Stadium at times that the Stadium is not in use by MISD, subject to coordination with MISD. MISD understands that the City has the right of occupancy at any time that there is not an Event scheduled according to the terms in Article I.4 during the Lease Term and may use the Stadium for any purpose during such times.

**Section 6. Rent**:

A. Rent: MISD shall pay in advance to the City for the use, occupancy, and operation of the Stadium the sum of \$150,000.00 per year and as adjusted pursuant to Article II.11, with payment to be made on or before the 1st day of September of each year during the Lease Term beginning on August 1, 2024.

B. Club/Suite Seating: No club/or suite seating will be sold by MISD or the City during MISD events.

C. Late Charge: If MISD fails to make a payment due under this Agreement, the City shall collect a late charge of one and one-half percent (1.50%) per month on the unpaid sum beginning with the date such payment was due. The interest charged on any late payment shall not exceed the amount allowed by Texas law.

D. Ticket Sales: MISD shall retain all revenues generated from ticket sales from MISD Events at the Stadium. For the avoidance of doubt, the term “MISD Events” shall not include any UIL sponsored event, football, soccer or otherwise, in which an MISD team is not a participant. The City shall retain all revenues generated from ticket sales at all other events held at the Stadium.

E. Delay of Stadium Opening: If for any reason the Stadium is not ready for use as described in this Agreement at the beginning of the Lease Term, the rent payments described herein shall be prorated.

**Section 7. Concession Rights:**

A. The City shall receive one hundred percent (100%) of the net concession revenue derived from sales during all events.

B. Notwithstanding any contrary provision contained herein, the City retains the right to grant an exclusive concession franchise during the Lease Term. If the City grants an exclusive concession franchise during the Lease Term, or if an exclusive concession franchise is in effect during the Lease Term, no concessions, as defined in Article I.7.A, may be sold except by the City’s franchisee; provided, however, that MISD may allow its employees, agents, and booster clubs to sell concessions in the parking lot(s) and pavilion areas of the Stadium prior to MISD events. Any such MISD sales shall cease no later than the commencement of each event.

C. Neither Party shall allow the sale or consumption of alcoholic beverages during UIL events.

D. All food, drinks, beverages, confections and other items sold or kept for sale at the Stadium shall conform in all respects to the federal, state and city regulations, and shall be subject to inspection and approval or rejection by the City/County Health Officer or such officer’s duly authorized representative.

**Section 8. Advertising:**

A. The City may consult with MISD regarding videoboard advertising on an as needed basis. Any such consultation shall occur no later than five (5) business days prior to any scheduled event in order to allow MISD sufficient time to prepare for the event. Further, there shall be no signage or advertising placed within ten (10) feet of the videoboard without the written permission of the City.

B. The content and appearance of any advertising at the Stadium or its related facilities shall be subject to the sole approval of the City. While MISD is not required to obtain pre-approval for all proposed advertisements, MISD acknowledges and agrees that:

(i) final approval of any advertisement shall rest with City, and such approval by the City shall not be unreasonably withheld; (ii) MISD shall be solely responsible for any third-party claims resulting from City's denial of a proposed advertisement; and (iii) MISD shall not allow the sale of or advertisement of tobacco or alcoholic beverages at the Stadium.

C. Any advertising sold by MISD must only be displayed during the Event, and must be removed at the end of each Event. No advertising may be attached to any part of the Stadium with zip ties, rope, tape, or other method that may cause damage, as determined by the City.

D. Prior to August 1, 2024, the Parties hereby agree to collaborate and determine two mutually agreeable locations at the Stadium where MISD may mount previously-purchased, semi-permanent signage, which the City has previously reviewed and approved for display. Any and all costs related to the installation of such signage will be borne by MISD.

#### **Section 9. Parking Facilities:**

A. The City shall make available the existing parking facilities adjacent to the Stadium for use in connection with the Events. When events are staged/scheduled simultaneously, MISD, the City, and any other lessee of the Stadium or its associated facilities shall have the joint use of the parking areas. MISD shall not charge for parking at the Stadium unless the City grants its prior written consent. If any charge is made for parking, the City shall receive sixty percent (60%) of the net parking revenue collected by MISD. In any event, MISD shall be responsible for providing necessary parking personnel for all Events.

B. If any charge is made for parking at events not sponsored by MISD, including but not limited to playoff games in which an MISD team is not a participant, the City shall receive 100% of such parking revenue. The City shall provide parking personnel at any non MISD event if it determines, in the City's sole discretion, to charge for parking at such events.

**Section 10. Personnel at Games & Events:** MISD shall furnish, at its own expense, its tickets of admission, game officials, referees, score keepers, scoreboard operators, down officials, linesmen, game announcers, ticket sellers, ticket takers, parking personnel, ushers, security personnel, and other personnel necessary for the proper use and occupancy of the Stadium by MISD.

**Section 11. Maintenance, Clean-up and Utilities:**

A. The City shall be responsible for maintenance of the playing field. The City shall be responsible for all usual and customary after-game cleanup and janitorial costs in connection with the Events.

B. MISD shall be responsible for all repair costs associated with any damage (normal wear and tear excepted) to the Stadium or its associated facilities caused by MISD, its employees, contractors, agents, invitees, or attendees. Notice of any damages will be made to MISD within 48 hours of an Event, or prior to the next subsequent rental, whichever occurs first.

C. The City shall provide all necessary maintenance and repairs to the Stadium, both structural and otherwise including, but not limited to, the following: maintenance and replacement of the Stadium lighting; maintenance of trees; maintenance of elevator equipment; maintenance and reasonable replacement of the playing surface; all utility equipment including electricity, hot and cold water, and sewer. The City shall also ensure that the restrooms are fully stocked prior to each Event. The City shall consult with MISD regarding the necessity, priority, and scheduling of maintenance but shall not be bound by MISD's recommendations.

**Section 12. Miscellaneous Equipment:** MISD shall provide all equipment ancillary and necessary to the play of football and soccer games including, but not limited to, soccer nets, corner flags, down markers, and pylons. The City shall provide and maintain football goal posts and soccer goals. If the football goal posts or the soccer goals are damaged or destroyed during or immediately following an Event, MISD shall replace or repair the goal posts or soccer goals at its sole cost and expense.

**ARTICLE II - GENERAL TERMS**

**Section 1. Application:** Unless otherwise indicated, all the terms and conditions listed under this Article shall be applicable to the lease of the Stadium as described in Article I. As used in this Article, the term "the Stadium" shall refer to the Stadium, the field house, the north community room, press boxes, ticket booths, restrooms, parking facilities, and any other areas and facilities appurtenant to the Stadium to which MISD has access during an Event.

**Section 2. Laws and Regulations:** MISD shall operate and maintain the Stadium in compliance with all federal, state and local laws and regulations, including, but not limited to, regulations with respect to access for people with disabilities promulgated pursuant to the Americans with Disabilities Act. MISD shall, at its own expense, comply with all ordinances of the City of Midland applicable to the Stadium. MISD shall comply with all orders and requirements imposed by the health, sanitation and law enforcement

agencies for the correction, prevention and abatement of nuisances in, upon, or connected with the Stadium during the Lease Term. Nothing in this Agreement shall be construed as a delegation or diminishment of the City's police powers.

**Section 3. Nondiscrimination:** MISD for itself, its legal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the grounds of race, color, sex, religion, or national origin shall be excluded from participation in, denied the benefit of, or be otherwise subjected to discrimination in the use of the Stadium: (ii) in the construction of any improvement on, over, or under the Stadium and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be denied the participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) MISD shall use the Stadium in compliance with all of the requirements imposed by or pursuant to Nondiscrimination of Federally-Assisted Programs in the Effectuation of Title VI of the Civil Rights Act of 1964, as such may be amended.

**Section 4. Inspection:** MISD agrees that the City shall have the right to enter upon the Stadium at all reasonable times for the purpose of inspection and to ensure enforcement of ordinances, laws, regulations, or provisions of this Agreement that govern MISD's occupancy of the Stadium.

**Section 5. Independent Contractor:** MISD shall operate hereunder as an independent contractor and not as an officer, agent, servant, or employee of the City. MISD shall have exclusive control of, and the exclusive right to control the details of the Events and shall be responsible for the acts and omissions of its officers, members, agents, servants, employees, and subcontractors. In no event shall any person participating in or performing any of MISD's duties or responsibilities hereunder be considered an officer, agent, servant, or employee of the City.

This Section shall not be construed to require MISD to indemnify the City nor shall it be construed to require the City to indemnify MISD.

**Section 6. Taxes and Other Payments:** MISD does hereby accept full and exclusive liability for the payment of any and all taxes due the state and federal governments, including, but not limited to, all contributions or taxes due for social security, unemployment insurance or old age retirement benefits, pensions or annuities now or hereafter imposed under any state or federal law, which are measured by wages, salaries or other remuneration paid to persons employed by MISD for work performed under the terms of this Agreement, and MISD shall indemnify and save harmless the City from any such contributions or taxes or liability therefor to the maximum extent allowed by law.

**Section 7. Force Majeure:** If either party is prohibited from performing an obligation under this Agreement due to war, civil commotion, act of God, governmental

restrictions, regulations, fire, pandemic, or other casualty or circumstances beyond the control of the party obligated or permitted to do or perform the same, it shall be relieved of its obligations to perform under this Agreement to the extent it is so prohibited. In the event of one or more force majeure events during the term of this Agreement, the Parties hereby agree to negotiate in good faith to determine if a lease extension is appropriate. Any such extension shall be duly executed in writing by both Parties.

**Section 8. Assignment and Sublease:** MISD shall not assign its leasehold estate without the written consent of the City. MISD shall not sublet the Stadium or any portion of the Stadium without the written consent of the City. If the City consents to an assignment or subletting of MISD's leasehold estate, such consent shall not release MISD from any obligations due prior to the assignment or subletting under this Agreement or waive any rights of the City. Further, MISD shall not authorize or cause any liens to be filed on the Stadium.

**Section 9. Termination:**

A. Default: Should MISD default in the performance of any covenant, condition, or obligation contained in this Agreement and not correct such default within thirty (30) days after receipt of written notice from the City, the City may declare this Agreement, and all rights and interests created by it, to be terminated. Upon the City's election to terminate, this Agreement shall cease and come to an end as if the day of the City's election were the day originally fixed in this Agreement for its expiration. The City may resume possession of the Stadium and relet the same for the remainder of the Lease Term at the best rent obtainable for the account of MISD, who shall make good on any deficiency. Should MISD cure all defaults within the 30-day notice, this Agreement shall not be canceled. The City may, in its sole discretion, allow MISD more than thirty (30) days to cure any default if such time is, in the opinion of the City, reasonably necessary. MISD shall similarly grant the City at least 30-days written notice of any alleged default and the opportunity to cure the same prior to instituting any action to cancel this Agreement.

B. Outstanding Obligations: Any termination of this Agreement as provided in this Article shall not relieve MISD from the payment of any sum or sums due and payable to the City under this Agreement at the time of termination, or any claim for damages then or previously accruing against MISD under this Agreement. Any such termination shall not prevent the City from enforcing the payment of any such sum or sums or claim for damages by any remedy provided for by law, or from recovering damages from MISD for any default under this Agreement.

C. Audit: MISD agrees to maintain financial records pertaining to all obligations relative to this Agreement in accordance with standard accounting principles and procedures and to retain such records and supporting documents for a period of four

(4) years. MISD shall permit the City to audit these records at any time, subject to MISD receiving forty-five (45) days' advance written notice of the City's election to audit said records. This right of audit shall be limited to those records that relate to this Agreement or MISD's lease of the premises.

D. Acceleration of Payments: In addition to and cumulative of any other remedies that the City has reserved in this Agreement or that are available to City under law, in the event of any default by MISD of the terms of this Agreement, the City reserves the right to accelerate all rents, payments, and fees to be made by MISD to the City during the term of this Agreement and to declare the same immediately due and payable. This Section applies to, but is not limited to, MISD's annual obligations to pay the \$150,000.00 rent, as such is adjusted in accordance with this Agreement during the Lease Term.

E. Cumulative Rights and Remedies: All rights, options, and remedies of the City contained in this Agreement shall be construed and held to be cumulative, and no one of them shall be exclusive of the other. The City shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Agreement.

F. Waiver: No waiver by the City of a breach of any covenant, condition, or restriction of this Agreement shall be construed or held to be a waiver of any succeeding or preceding breach of the same or any other covenant, condition, or restriction contained in this Agreement.

**Section 10. Improvements:** It is expressly agreed and understood that the City is under no obligation to make any structural alterations or other improvements to the Stadium during the term hereof except where otherwise provided herein, and MISD expressly waives any right to demand the same of the City. Notwithstanding the foregoing, the City shall be responsible for the reasonable upkeep and maintenance of the Stadium to ensure its reasonable use, which responsibility shall include, but not be limited to, the upkeep and maintenance of the elevator and other equipment necessary to comply with the Americans with Disabilities Act. The City expressly reserves the right to enter upon the Stadium without notice, at reasonable times during reasonable hours for the purpose of making or furnishing repairs, services or improvements.

**Section 11. Adjustments:** The yearly rent will be adjusted according to the following schedules.

<b>RENT</b>	
<u>Use, Occupancy &amp; Operation Fee -</u>	
<u>\$15,000 increase/year</u>	
<b>1-Sept-24</b>	\$150,000



**Section 15. Captions:** Section headings are inserted herein only as a matter of convenience and for reference, and in no way define, limit or describe the scope or intent of any provision herein.

**Section 16. Severability:** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, this invalidity, illegality, or unenforceability shall not affect any other provision of the Agreement, and this Agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

**Section 17. Use of Language:** Words in the singular shall be held to include the plural, unless the context otherwise requires.

**Section 18. Amendments, Modifications, Alterations:** No amendment, modification, or alteration of the terms of this Agreement shall be binding unless it is in writing, dated subsequent to the date of this Agreement, and duly executed by the parties to this Agreement.

**Section 19. Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed as original, and all of which shall constitute one and the same instrument.

**Section 20. Parking Authority:** MISD shall have the authority to remove cars according to applicable law from the stadium parking areas from two (2) hours before each Event until two (2) hours following each Event.

**Section 21. Consideration:** The parties hereby agree and acknowledge that this Agreement is supported by good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the parties.

**Section 22. Current Revenues:** The parties hereby agree and acknowledge that all payments made pursuant to this Agreement shall be made from current revenues of the party obligated to make such payments hereunder.

*[Signature Page Follows]*

IN WITNESS HEREOF, the parties hereto have executed this Agreement the day and year first set forth above.

ATTEST:

CITY OF MIDLAND, TEXAS

\_\_\_\_\_  
Marcia Bentley-German, City Secretary

\_\_\_\_\_  
Tommy Gonzalez, City Manager

ATTEST:

MIDLAND INDEPENDENT SCHOOL  
DISTRICT

\_\_\_\_\_  
Sara Burleson, MISD Board Secretary

\_\_\_\_\_  
Tommy Bishop, MISD Board President





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Shannon Torres, Executive Director of School Leadership

**Subject:** Approval of the Optional Flexible School Day Program (OFSDP)

### Consent Item

#### **Financial Impact**

The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. There will be no cost for MISD.

The Optional Flexible School Day Program allows the district to receive funding for students completing courses in the Coleman Online Academy.

#### **Board Goal/Strategic Plan Goals**

Strategic Plan: Student Experience, Goal 2: Improve academic support and career preparation for students to ensure readiness for college, employment, or military service upon graduation.

#### **Executive Summary**

The goal of the Optional Flexible School Day Program is to allow students an opportunity to have flexible hours in order to be successful and receive a high school diploma by offering courses needed for graduation while the district receives funding for students in attendance. The program has two main objectives. The first objective is to allow a student who has dropped out of school or is in danger of dropping out of school an option other than the regular classroom setting or school day. The second objective is to enable a student the opportunity to recover credits lost due to lack of attendance. The program will go into effect 30 days after the application is submitted.

The program began in 2008 and has helped increase graduation rates and give principals and counselors options to help support students who are at risk of not graduating.

#### **Contact Person**

Shannon Torres

#### **Enclosure**

N/A

# Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year [Click here to enter the school year](#)

<p>Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4</p>	<p><b>Eligibility Designation</b>                  1 = TEC §29.081 At-Risk Students                  2 = TEC §25.092 Minimum Attendance                  3 = TEC §29.908 Early College High School                  4 = TEC §39A.107 Campus Turnaround Plan                  5 = Credit Recovery**                  6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program                  7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program</p>	<p><b>School Year Period of Agreement</b>                  Reported in TSDS PEIMS Summer Collection 3                   Program start date must be 30 days after application submission.                   Program end date must not exceed the last day of the regular school calendar.</p>	<p><b>Summer Period of Agreement</b>                  Reported in TSDS PEIMS Extended Collection 4                   **Credit Recovery - Designation 5                   Summer period of agreement should not exceed 30 days or extend past July 31st.</p>
---	---	--	---

Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTWFS	Minutes Offered Per Day
165901002	LEGACY H S	1	2			5			200	8/13/2024	5/21/2025	MTWTHFS	600	5/27/2025	6/26/2025	MTWTH	480
165901003	MIDLAND H S	1	2			5			200	8/13/2024	5/21/2025	MTWTHFS	600	5/27/2025	6/26/2025	MTWTH	480
165901006	EARLY COLLEGE H S AT MIDLAND COLLEGE	1	2						50	8/13/2024	5/21/2025	MTWTHFS	540				
165901042	LEGACY FRESHMAN H S	1	2			5			50	8/13/2024	5/21/2025	MTWTHFS	540	5/27/2025	6/26/2025	MTWTH	480
165901044	MIDLAND FRESHMAN H S	1	2			5			50	8/13/2024	5/21/2025	MTWTHFS	540	5/27/2025	6/26/2025	MTWTH	480
165901004	VIOLA M COLEMAN H S	1	2			5	6	7	200	8/13/2024	5/21/2025	MTWTHFS	600	5/27/2025	6/26/2025	MTWTH	480
165901030	MIDLAND ALTERNATIVE PROGRAM	1	2						50	8/13/2024 369	5/21/2025	MTWTHFS	540				

## Step-by-Step Guide to Appendix 5

Optional Flexible School Day Program (OFSDP) - Appendix 5														Possible errors to consider before submit			
Insert 6-Digit District Number		School Year		Eligibility Designation							School Year Period of Agreement		Summer Period of Agreement				
Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4		Click here to enter the school year		1 = TEC §29.081 At-Risk Students 2 = TEC §25.092 Minimum Attendance 3 = TEC §29.908 Early College High School 4 = TEC §39A.107 Campus Turnaround Plan 5 = Credit Recovery** 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program							Reported in TSDS PEIMS Summer Collection 3		Reported in TSDS PEIMS Extended Collection 4				
				Program start date must be 30 days after application submission.							Program end date must not exceed the last day of the regular school calendar.		**Credit Recovery - Designation 5				
				Summer period of agreement should not exceed 30 days or extend past July 31st.													
Nine Digit District and Campus Number	Campus Name	1	2	3	4	5	6	7	Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWFHS	Minutes Offered Per Day	Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWFHS	Minutes Offered Per Day
000000000																	
000000000																	

**Step 1:** Enter the 6-digit District Number. If entered correctly, the district name will automatically populate in the cell directly to the right of the number entered.

**Step 2:** Enter the school year. (Example: 2021-2022)

**Step 3:** Enter the 9-digit District and Campus Number without hyphens or additional characters. If entered correctly, the campus name will automatically populate in the cell directly to the right of the number entered.

**Step 4:** Choose all student eligibility designations that apply to students participating in OFSDP.

- 1 At-Risk Students – The student is at risk of dropping out of school, as defined by the [Texas Education Code \(TEC\), §29.081](#).
- 2 Minimum Attendance – Students that do not meet the attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled without retaking the class. Funding for attendance is limited to that which is necessary for the student to recover class credit.
- 3 Early College High School – The student is attending a campus that has been designated by the Texas Education Agency (TEA) as an Early College High School (ECHS), as defined by the [TEC, §29.908](#), Pathways in Technology Early College High School (P-TECH), as defined by the [TEC, §29.553](#), or Industry Cluster Innovative Academy (ICIA).
- 4 Campus Turnaround Plan – The student is attending a campus implementing an approved innovative campus plan, as defined by [TEC, §39A.107](#).
- 5 Credit Recovery – Credit recovery classes may be offered during the summer recess for students who have not earned a full ADA during the regular school year. For an eligible OFSDP student attending summer OFSDP classes for credit recovery, funding for attendance is limited to that which is necessary for the student to recover class credit. The Summer Period of Agreement (Credit Recovery) section should only include dates after the regular school year, should not exceed 30 days, and may not extend past July 31st. A student cannot earn more than the equivalent of one ADA in a year.
- 6 Campus Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-1\)](#), in which courses are offered on-campus 100% of the time. To be eligible for this designation, the campus will be designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery School. More information can be found on the [Performance Reporting Division website](#).
- 7 Remote/Hybrid Dropout Recovery – The student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081 \(e-2\)](#). A dropout recovery program can be offered for students to work in a remote or hybrid setting, only if the campus is designated by TEA as an Alternative Education Campus (AEC) of Choice - Dropout Recovery

School and meets the requirements of [TEC, §29.081 \(e-2\)](#). More information can be found on the [Performance Reporting Division website](#).

**Step 5:** Enter the estimated number of students that will participate in OFSDP.

**Step 6:** Enter the School Year Period of Agreement information.

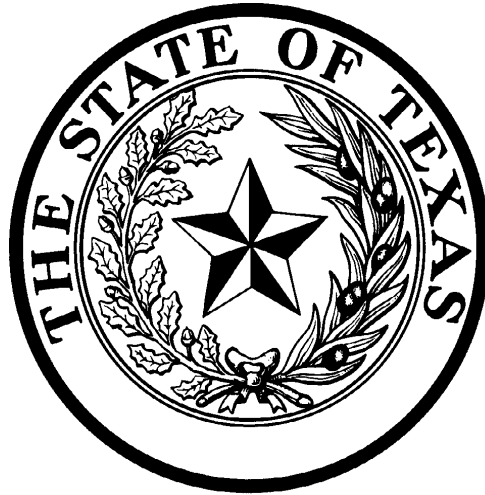
- Enter the program start date. This should be at least 30 days after application submission to allow for application review by TEA.
- Enter the program end date. This should not exceed the last school day on the district calendar.
- Enter the days of the week OFSDP will be offered to students.
- Enter the number of minutes per day that will be offered to OFSDP students. If the campus is an AEC of Choice – Dropout Recovery School, at least 240 minutes per day must be offered.

**Step 7:** If the district plans to offer OFSDP to give students an opportunity to recover credit lost on courses that were not successfully completed during the regular school year, then enter information in the Summer Period of Agreement section.

- Enter the summer program start date. This should be after the last day of school on the district calendar.
- Enter the summer program end date. This should not extend past July 31<sup>st</sup> and should not exceed 30 days.
- Enter the days of the week OFSDP will be offered to students.
- Enter the number of minutes per day that will be offered to OFSDP students. If your campus is an AEC of Choice – Dropout Recovery School, at least 240 minutes per day must be offered.

**Step 8:** This area is used to indicate possible errors that could impact application approval. After entering all campus information, possible errors will appear in these cells. If this area is blank after entering all information, then Appendix 5 has most likely been completed correctly.

# Texas Education Agency



## APPLICATION

Updated April 2024

## Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

**ELIGIBLE APPLICANTS:** The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

## Definition of Program Provisions

### Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the [TEC, §29.0822](#), if the student is:

- at risk of dropping out of school, as defined by the [TEC, §29.081](#),
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the [TEC, §29.908](#), P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#), or
- not meeting attendance requirements under the [TEC, §25.092](#), resulting in denied credit for one or more classes in which the student has been enrolled.

**AND**

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

### Assessment

The student must take the required state assessments specified under the [TEC, §39.023](#), during the regularly scheduled assessment calendar.

### Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the [TEC, §29.0822](#), may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

### Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

### Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

## **Continuation or Revocation of Program Authorization**

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

## **Reporting Requirements**

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

## Provisions of Agreement

### Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the “TEA,” and

Midland Independent School District

\_\_\_\_\_  
(Legal Name of School District or Open-Enrollment Charter School)

located at

615 W. Missouri Ave. Midland, TX 79701-5092

\_\_\_\_\_  
(Physical Address)

hereinafter referred to as “district.”

### Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

### Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

### Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

### Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an “X” beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, District Contacts
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

## Article VI – Application Process

- For questions or assistance regarding this application, email [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov) or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: [opflex@tea.texas.gov](mailto:opflex@tea.texas.gov).
- Email subject line should indicate: OFSDP Application - District Name, County District Number

## Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name	<u>Dr. Stephanie Howard</u>	_____
Typed Title	<u>Superintendent of Schools</u>	Authorized Signature

## Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.**

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
  - the student is at risk of dropping out of school, as defined by the [TEC, §29.081](#); or
  - the student is attending a campus implementing an approved innovative campus plan; or
  - the student is attending a community-based dropout recovery education program, as defined by the [TEC, §29.081\(e-1\) or \(e-2\)](#); or
  - the student is attending a campus with an approved early college high school program designation as defined by the [TEC, §29.908](#); or
  - the student, as a result of attendance requirements under the [TEC, §25.092](#), will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student’s participation
  - by the student, if the student is over 18 years of age; or
  - by the student and the student’s parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the [Student Attendance Accounting Handbook](#).

- 8. to comply with all reporting requirements established by the TEA;
- 9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
- 10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

**AGREED** and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Tommy Bishop, School Board President, 432-240-1002  
 \_\_\_\_\_  
 Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
 Signature of SchoolBoard President Date

Dr. Stephanie Howard, Superintendent of Schools, 432-240-1002  
 \_\_\_\_\_  
 Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
 Signature of Person Authorized to Bind the District or Charter School Date

**Appendix Two**  
**Board Approval**

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.**

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.
  
2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: June

Day: 25

Year: 2024

Time: 5:30 p.m.

Location: Bowie Fine Arts Academy, 805 Elk Ave. Midland, TX 79701

**Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.**

Tommy Bishop, School Board President, 432-240-1002  
\_\_\_\_\_  
Name, Title, and Telephone Number of School Board President

\_\_\_\_\_  
Signature of SchoolBoard President Date

Dr. Stephanie Howard, Superintendent of Schools, 432-240-1002  
\_\_\_\_\_  
Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

\_\_\_\_\_  
Signature of Person Authorized to Bind the District or Charter School Date

## Appendix Three

### Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.**

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the [Student Attendance Accounting Handbook](#).
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the [Student Attendance Accounting Handbook](#).
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
  - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
  - b. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
  - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
  - b. Describe the individual learning plan or process used to monitor each student's progress.
  - c. Indicate how students will be served by an academic coach and local advocate.
  - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
  - e. Provide the location and a brief description of the in-person student engagement center.

## Appendix Four District Contacts

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

### District Contacts for the Application

District/Charter School Superintendent:	Dr. Stephanie Howard
Mailing Address:	615 W. Missouri Ave.
City, State, Zip Code:	Midland, TX 79701-5092
Telephone Number:	432-240-1002
Email Address:	stephanie.howard@midlandisd.net

District PEIMS Coordinator:	Dominic Rivas
Email Address:	dominic.rivas@midlandisd.net

OFSDP Contact Name:	Amber Day
Email Address:	amber.day@midlandisd.net

OFSDP Contact Name:	Heather Clark
Email Address:	heather.clark@midlandisd.net

***NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.***

## **Appendix Five** **Participating Campuses, Student Eligibility, and Period of Agreement**

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

**Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.**

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to [OPFLEX@tea.texas.gov](mailto:OPFLEX@tea.texas.gov):

1. The application (in PDF file format)
2. Appendix Three (in PDF file format)
3. Appendix Five (in MS Excel file format)

**\*All file names should include the district/charter school’s name**

**The Midland Independent School District  
Optional Flexible School Day Program  
Attendance and Compliance Procedures  
2024-2025**

**1. Describe the program goals and objectives.**

To improve graduation rates for students who are in danger of dropping out of school, have dropped out, or who are behind in core subject areas and to provide flexible hours and days of attendance for students who meet specific criteria.

**2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.**

Flexible Scheduling: Enrolled less than 120 Minutes in a school day

Flexible Scheduling: Night School Lab: Mon –Thurs 4:00pm – 7:00pm

Flexible Scheduling: Saturday School 8:00am – 2:00pm

Flexible Scheduling: Extended day and flexible schedules within the school day based on individual student need

Summer Session: Mon- Thurs Summer Session hours

Online Dropout Recovery Program at TEA designated AEC of Choice- Dropout Recovery School

**3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.**

Staff Member	OFSDP Responsibility	Details
Assistant Principal assigned	OFSDP Campus Supervisor	Assures all aspects of the OFSDP are in compliance, all forms/contracts provided to those responsible for having them signed and submitted on time.
Counselors	Schedule / Eligibility Code / Forms	Schedule students into A+ course.  Submit eligibility code changes to Registrar/Data Clerk to assure all OFSDP students are eligibility code 7 or 8.  Provide OFSDP contracts to students who are scheduled as OFSDP.  A Counselor or Collegiate Coach cannot be in charge of Attendance spreadsheets.
A+/ Classroom Teacher	Daily Contact Register	Assure time in and time out for every student who attends the A+ Lab or regular class. This includes every class period, morning, nights and weekends.  Calculate total contact minutes and enter into Skyward attendance tracking each period.
OFSDP Coordinator	Attendance Spreadsheet	Assure students have an in and out time and total minutes.  Verify OFSDP total contact minutes in Skyward each six weeks and ensure only 45 minutes or more are reported each day, not to exceed one ADA for the school year.

**4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.**

Campuses counselors will identify students eligible to participate in the program and will review and collect contracts from student and parent (if under 18).

**5. Indicate the estimated number of OFSDP students that will be served per teacher.**

28 students per highly qualified staff and certified teacher with a baccalaureate or advanced degree.

**6. If the OFSDP program will offer special education, career and technology education, pregnancy related services or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.**

Students participating in the OFSDP will not be isolated from other academic and vocational programs of the school district. Students in need of special education, career and technology education, pregnancy related services or bilingual education will have the same access to these programs as students who are not participating in an OFSDP. If students receiving pregnancy related services are placed on homebound, then they will be removed from the OFSDP attendance accounting process. Teachers will have the qualifications of the State Board for Educator Certification in each program area and will comply with the Student Attendance Accounting Handbook to track the number of minutes the student receives services each day.

**7. OFSDP requires a teacher of record to record the actual number of students' instructional minutes on any given day. Explain the following:**

**a. How the classroom teacher will verify the number of instructional minutes a student receives each day.**

Instructional minutes will be entered and verified by the teacher of record in accordance with 2.2.3 and 11.6 of the Student Attendance Accounting Handbook. If a student is served by more than one OFSDP teacher, then each teacher will record the contact minutes of service provided for the student each class period. Skyward will be the system utilized to verify the actual number of daily contact minutes for each student participating in the program in accordance with paperless attendance accounting requirements in 2.2.3 of the Student Attendance Accounting Handbook. Skyward produces a total number of minutes each day based on the minutes input by each teacher each class period.

**b. How the district will make sure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.**

The district's Dropout Prevention and Intervention Coordinator will verify that minutes for students with less than 45 minutes of instruction on a particular day are not reported for funding

**c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present x 240).**

The district's Director of PEIMS will apply the formula Calendar School Days - Traditional Days Present x 240 to students transferring from the traditional program to the OFSDP to ensure that students do not generate more than one ADA in total for the year or more than 10,800 minutes per course. Students will not simultaneously be enrolled in the OFSDP and the traditional attendance programs.

**d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.**

Campuses will be responsible for changing the eligibility code for OFSDP students and the district's PEIMS and Dropout Prevention departments will coordinate and work together for data validation.

**e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.**

Instructional minutes will be entered and verified by the teacher of record in accordance to 2.2.3 and 11.6 of the Student Attendance Accounting Manual. For attendance recorded in Skyward, an attendance accounting system that allows the teacher to enter attendance data directly into the automated system, safeguards and security features are enabled. The classroom teacher verifies the attendance data, the district's Dropout Prevention and Intervention Coordinator reviews the attendance data every six weeks, and the district maintains documentation required for audit purposes.

**f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.**

The Student Detail Audit report from our software, Skyward, will be generated on a six weeks' basis for campus review and verification. Campus principals will sign off on the attendance verification and the district's Dropout Prevention and Intervention Coordinator will complete a final review and verification of the number of minutes the student received instruction each day.

**8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.**

Campus counselors, attendance clerks, and appropriate administrators will be responsible for determining how many days/hours of attendance each student needs in order to be in compliance with the 90% attendance requirement to recover class credit. Once students reach that number of days/hours, they will be removed from the summer OFSDP program by the Dropout Prevention and Intervention Coordinator to ensure additional minutes are not reported for funding.

**9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):**

**a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.**

The district will operate the program.

**c. Indicate how students will be offered or provided referrals for mental health services**

School counselors will refer students for mental health services, either with our district Crisis Counselors or through external agencies like Texas Tech University CATR, Centers, and PermianCare,

**10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):**

**a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.**

1. Unless a student has a documented hardship, students will graduate with the 26-credit foundation plan.
2. Students are provided the opportunity to take BIM 1 and 2 and take the Microsoft Office Certification Exams
3. Students have the opportunity to complete the CCR pathway by completing College Bridge in both English and Math
4. All 10-12 grade students have the opportunity to take the ASVAB on campus
5. Virtual students have the opportunity to be enrolled in the Fire Academy or EMT program provided through MC. They complete their regular coursework virtually and the Fire Academy or EMT program classes in person.

**b. Describe the individual learning plan or process used to monitor each student's progress.**

1. For self-paced classes and those synchronous classes which rely on A+ and/or Edmentum for coursework, the teacher fills out weekly Student Progress Trackers provided on Google Drive that the principal and dean check

2. For tested subjects (Algebra I, Biology, English I, English II, and US History) the teacher monitors progress and updates the online grade book whenever assignments are completed
3. Teachers consistently call parents/guardians when students are making inadequate academic progress or not attending regularly.
4. Teachers consistently call parents/guardians when students are making inadequate academic progress or not attending regularly.
5. Every two weeks, the virtual teachers meet to discuss those students who are not making adequate academic progress or attending regularly and these “radar students” are placed on a tracking list and the dean calls and emails parents.
6. Unless a student has a documented hardship, students will graduate with the 26-credit foundation plan.

**c. Indicate how students will be served by an academic coach and local advocate.**

1. One local advocate is the school’s social worker, who:
  - i. Performs home visits to those students who are still not attending regularly even after frequent intervention.
  - ii. Provides information regarding community services, such as financial and counseling services for families.
  - iii. The other local advocate is the district’s Dropout Prevention and Intervention Coordinator. This individual will serve students in the following manner:
    1. Provide information to students and families regarding dropout prevention services
    2. Search for and provide information regarding local and state services available for online students.
2. Coleman Online Academy currently has one counselor who works with the students as an academic coach to help the students identify their academic needs and goals and create a plan to achieve them.
  - i. Communicate with parents and students regarding graduation progress.
  - ii. Provide monthly “Counselor Corners” delivered virtually regarding counseling services.
  - iii. Help identify those students requiring additional academic support and directing them to the necessary services.

**d. Indicate the date of the month that monthly student progress reports will be provided to the student’s school district.**

COA is on a 9-week system. As such, we provide progress reports to the district approximately every 4.5 weeks on the dates indicated by the district.

**e. Provide the location and a brief description of the in-person student engagement center.**

The Coleman High School campus will serve as the in-person student engagement center. It is a comprehensive high school campus with social workers, school counselors, a daycare center for students and faculty, Pregnancy Related Services coordinator, a parent liaison, and is served by the district McKinney-Vento Coordinator and the Dropout Prevention and Intervention Coordinator.





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Approval of the 2023-2024 Final Budget Amendment

### Consent Item

**Financial Impact:**

District's expenditure estimate, by function, for the 2023-24 school year.

**Board Goal/Strategic Plan Goals**

Goal 8, Initiative 2

**Executive Summary:**

The District must finalize a budget amendment for the 2023-2024 operating budget in order to cover expenses by functions through the end of the fiscal year, June 30, 2024. This budget amendment is a conservative estimate of where the district anticipates revenues and expenditures to be once the books are finalized, but provides a buffer in each function for unexpected items. As this is the final budget amendment for the current fiscal year, the district must ensure the final adopted budget has adequate funds to cover each function within the board-adopted budgets.

**Contact Person:**

Jacqueline Aguirre, Budget Coordinator

**Enclosure:**

June 2024 Budget Amendment

**MIDLAND INDEPENDENT SCHOOL DISTRICT  
BUDGET AMENDMENT #10**

As of June 25, 2024

The Texas Education Agency requires that amendments to the adopted budget be reflected in the official minutes of the Board of Trustees during a given fiscal year. The following summary includes transfers and revisions to the initial budget.

	<u>Original Budget</u>	<u>Revised Budget - May 24</u>	<u>Budget Amendment #10</u>	<u>Revised Budget - Jun 24</u>
<b>GENERAL FUND</b>				
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 373,065,822	\$ 320,445,224	3,432,405	\$ 323,877,629
5700 Other Local Revenue	15,000,000	20,767,057	3,702,227	24,469,284
5800 State Revenue	72,784,091	66,557,400	(3,034,699)	63,522,701
5831 TRS On-Behalf	10,842,736	10,796,945	3,811,977	14,608,922
5900 Federal Revenue	2,100,000	2,100,000	1,263,745	3,363,745
7900 Other Financing Sources	-	982,305	993,744	1,976,049
<b>Total Revenues</b>	<b>473,792,649</b>	<b>421,648,931</b>	<b>10,169,399</b>	<b>431,818,329</b>
<b>EXPENDITURES by FUNCTION</b>				
11 - Instructional Services	180,410,106	170,578,852	12,772,525	183,351,377
12 - Instructional Resources and Media Services	3,799,417	3,530,874	(243,945)	3,286,929
13 - Staff Development	5,146,708	6,204,037	225,000	6,429,037
21 - Instructional Administration	8,118,340	7,938,648	(442,994)	7,495,654
23 - Campus Administration	16,534,164	16,082,811	412,120	16,494,931
31 - Guidance and Counseling	12,650,928	11,967,433	808,248	12,775,681
32 - Social Services	638,927	647,636	225,000	872,636
33 - Health Services	3,548,435	3,536,371	153,191	3,689,562
34 - Student (Pupil) Transportation	11,163,680	11,700,518	-	11,700,518
35 - Food Services	4,720	164,720	201,268	365,988
36 - Curricular / Extracurricular Activities	7,405,354	10,332,566	(1,400,759)	8,931,807
41 - General Administration	8,857,593	9,135,171	(421,500)	8,713,671
51 - Plant Maintenance and Operation	43,463,163	45,898,844	-	45,898,844
52 - Security and Monitoring Services	4,242,534	5,531,644	265,721	5,797,365
53 - Data Processing Services	7,886,421	8,067,785	(600,000)	7,467,785
61 - Community Services	1,408,328	1,271,432	20,500	1,291,932
71 - Debt Service (Capital Lease - Principal)	1,089,410	1,995,374	80,000	2,075,374
81 - Facilities acquisition and construction	-	13,968,614	885,163	14,853,777
91 - Contract Instructional Services (Ch. 49 Recap)	154,040,347	89,710,026	5,787,032	95,497,058
99 - Intergovernmental Charges	3,384,074	3,384,074	(302,000)	3,082,074
8900 Transfer Out to Other Funds	-	1,500	5,515,854	5,517,354
<b>Total Expenditures</b>	<b>473,792,649</b>	<b>421,648,931</b>	<b>23,940,424</b>	<b>445,589,355</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>-</b>	<b>(13,771,025)</b>	<b>(13,771,025)</b>
<b>CHILD NUTRITION FUND</b>				
<b>REVENUES</b>				
5700 Other Local Revenue	\$ 1,780,742	\$ 1,795,742	\$ 1,603,420	\$ 3,399,162
5800 State Revenue	58,905	58,905	(1,806)	57,099
5900 Federal Revenue	11,088,836	11,088,836	1,438,065	12,526,901
7900 Other Financing Sources	-	-	2,026	2,026
<b>Total Revenues</b>	<b>12,928,483</b>	<b>12,943,483</b>	<b>3,041,705</b>	<b>15,985,188</b>
<b>EXPENDITURES by FUNCTION</b>				
35 - Food Services	17,224,202	21,239,202	(4,823,736)	16,415,466
<b>Total Expenditures</b>	<b>17,224,202</b>	<b>21,239,202</b>	<b>(4,823,736)</b>	<b>16,415,466</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>(4,295,719)</b>	<b>(8,295,719)</b>	<b>7,865,441</b>	<b>(430,278)</b>
<b>DEBT SERVICE FUND</b>				
<b>REVENUES</b>				
5710 Ad Valorem Taxes	\$ 32,796,372	\$ 102,713,329	1,534,880	\$ 104,248,209
5700 Other Local Revenue	200,000	200,000	2,385,422	2,585,422
5800 State Revenue	-	-	539,550	539,550
7900 Other Financing Sources	-	-	450	450
<b>Total Revenues</b>	<b>32,996,372</b>	<b>102,913,329</b>	<b>4,460,302</b>	<b>107,373,631</b>
<b>EXPENDITURES by FUNCTION</b>				
71 - Debt Service (Principal)	28,446,271	28,446,271	(23,586,271)	4,860,000
71 - Debt Service (Interest)	4,450,101	4,450,101	313,589	4,763,690
71 - Bond Issuance Cost and Fees	100,000	83,955,862	(83,935,827)	20,035
<b>Total Expenditures</b>	<b>32,996,372</b>	<b>116,852,234</b>	<b>(107,208,509)</b>	<b>9,643,725</b>
<b>Excess (Deficiency) of Revenues Over Expenditures</b>	<b>-</b>	<b>(13,938,905)</b>	<b>111,668,811</b>	<b>97,729,906</b>

**MIDLAND INDEPENDENT SCHOOL DISTRICT**  
**BUDGET AMENDMENT #10**

As of June 25, 2024

**TRANSFERS**

Budget amounts transferred across functions; they do not increase the total amount budgeted for the given fiscal year.

**REVISIONS**

Budget amounts in addition or reduction to the total amount approved in the initial budget. Revisions may increase/decrease the total amount budgeted for the given fiscal year and can reduce/increase fund balance.

	<u>Function</u>	<u>Amount</u>
<b>GENERAL FUND</b>		
<b>TRANSFERS &amp; REVISIONS</b>		
Revenue - Tax Levy Increase	Revenue	3,432,405
Other Local Revenue Increase	Revenue	3,702,227
Revenue - State Revenue Decrease	Revenue	(3,034,699)
TRS On Behalf Increase	Revenue	3,811,977
Revenue - Federal Revenue Increase	Revenue	1,263,745
Other Financing Sources	Revenue	<u>993,744</u>
<b>Total Revenues</b>		<b>10,169,399</b>
<b>Transfer Requests from Campuses and Departments &amp; Expenditure Offset- For Various Campuses</b>	11	12,772,525
	12	(243,945)
	13	225,000
	21	(442,994)
	23	412,120
	31	808,248
	32	225,000
	33	153,191
	35	201,268
	36	(1,400,759)
	41	(421,500)
	52	265,721
	53	(600,000)
	61	20,500
	71	80,000
	81	885,163
	91	5,787,032
	99	<u>(302,000)</u>
<b>Total Expenses</b>		<b>18,424,570</b>
<b>Transfer to Capital Projects Fund (698):</b>		
Trane Legacy Battery Power Backup		527,338
Memorial Stadium Led Lighting Retrofit		298,000
Bonham Elementary: Polish Concrete Flooring		120,614
Trane Phase IV		2,731,584
De Zavala Elementary: Polish Concrete Flooring		128,559
Henderson Elementary: Polish Concrete Flooring		126,383
Scharbauer Elementary: Polish Concrete Flooring		119,021
Legacy HS Parking Lot		562,050
Alamo Tennis Fencing		126,809
South Irrigation		90,187
Midland HS Parking Lot		183,867
Contingency at 10%		<u>501,442</u>
<b>Total Transfers to Capital Budget</b>		<b>5,515,854</b>
<b>TOTAL NET CHANGE TO GENERAL FUND BUDGET</b>		<b>\$ (13,771,025)</b>
<b>CHILD NUTRITION FUND</b>		
<b>TRANSFERS/REVISIONS</b>		
Other Local Revenue Increase	Revenue	1,603,420
Revenue - State Revenue Decrease	Revenue	(1,806)
Revenue - Federal Revenue Increase	Revenue	1,438,065
Other Financing Sources	Revenue	<u>2,026</u>
<b>Total Revenues</b>		<b>3,041,705</b>
	35	<u>(4,823,736)</u>
<b>Total Expenses</b>		<b>(4,823,736)</b>
<b>TOTAL NET CHANGE TO CHILD NUTRITION FUND BUDGET</b>		<b>\$ 7,865,441</b>

**DEBT SERVICE FUND**

**TRANSFERS/REVISIONS**

Revenue - Tax Levy Increase	Revenue	1,534,880
Other Local Revenue Increase	Revenue	2,385,422
Revenue - State Revenue Increase	Revenue	539,550
Other Financing Sources	Revenue	450
	<b>Total Revenues</b>	<u>4,460,302</u>
Expenditure - Principal	71	(23,586,271)
Expenditure - Interest	71	313,589
Bond Issuance Cost and Fees	71	<u>(83,935,827)</u>
	Net Effect of Transfers/Revisions	(107,208,509)
	<b>TOTAL NET CHANGE TO DEBT SERVICE FUND BUDGET</b>	<u>\$ 111,668,811</u>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Approval of Committed Funds to the Capital Projects Fund

### Consent Item

**Financial Impact:**

This will approve the transfer of committed funds of \$5,515,854 Million from the General Fund to the Capital Projects Fund to cover the remaining projects.

**Board Goals/Strategic Plan Goals**

Goal 8, Initiative 2

**Executive Summary:**

This commitment of general funds into the Capital Projects Fund will allow the district to fund the capital projects fund and finish addressing deferred maintenance in fiscal year 2024-2025. The \$5.5 Million is included in the transfer out to the Capital Projects Fund located in the final budget amendment. The contingency is built based on 10% of the listed projects in case there are any change orders that slightly increase the cost. If these funds are not used once these projects are finalized, the district will utilize them for another needed capital project not already addressed through local funds or the bond funds. Prior to using the contingency funds, we will inform the board.

Projects to Complete/Fund with Transfer	Amount
Trane Legacy Battery Power Backup	\$527,338
Memorial Stadium LED Lighting Retrofit	\$298,000
Bonham Elem: Polish Concrete Flooring	\$120,614
Trane Phase IV	\$2,731,584
De Zavala Elem: Polish Concrete Flooring	\$128,559
Henderson Elem: Polish Concrete Flooring	\$126,383
Scharbauer Elem: Polish Concrete Flooring	\$119,021
Legacy HS Parking Lot	\$562,050
Alamo Tennis Fencing	\$126,809
South Irrigation	\$90,187
Midland HS Parking Lot	\$183,867
Contingency at 10%	\$501,442
<b>Total</b>	<b>\$5,515,854</b>

**Contact Person:**

Tucker Durham, Chief Financial Officer





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Ashley Osborne, Associate Superintendent for Teaching and Learning

**Subject:** Approval of School Kit Contract Agreement Related to the TEA  
LASO Strong Foundations Planning Grant

### Consent Item

#### **Financial Impact**

\$150,000.00 from LASO Grant funds as required by the grant agreement

#### **Board Goals/ Strategic Plan Goals**

Goal 4 - The percentage of 4th-Algebra 1 students who meet or exceed their Math STAAR Annual Growth will increase from 61% to 71% by 2028. (data source: TAPR)

#### **Executive Summary**

School Kit is the selected technical assistance provider to assist Midland ISD in the creation of secondary Mathematics Instructional Frameworks as part of the LASO Strong Foundations Planning grant. School Kit will provide Midland ISD strategic planning for mathematics, instructional framework development, and support to realize the instructional framework.

#### **Recommendation**

We recommend that the Board approve the School Kit Contract Agreement Related to the TEA LASO Strong Foundations Planning Grant

#### **Motion**

Approve as presented

#### **Contact Person**

Ashley Osborne, Associate Superintendent for Teaching and Learning  
Amanda Melchor, Executive Director of Secondary Teaching and Learning

#### **Enclosure**

School Kit Contract Agreement

## **Contracting Agreement**

This Contracting Agreement (the “Agreement”), effective as of June 12, 2024, (the “Effective Date”), is by and between SchoolKit, a District of Columbia Limited Liability Corporation (“SchoolKit”), and Midland Independent School District, located at 615 W. Missouri Avenue, Midland, TX 79701, (“Midland ISD” and together with SchoolKit, the “Parties”).

### **WITNESSETH**

WHEREAS, Midland ISD has determined that a need exists to retain support for the implementation of professional learning services;

WHEREAS, SchoolKit and Midland ISD have determined the needs of Midland ISD will be satisfied by the services rendered by SchoolKit;

NOW, THEREFORE, in consideration of the mutual promises and covenants hereinafter set forth, the Parties hereto agree as follows:

#### **1. SERVICES.**

- (a) SchoolKit agrees to provide the services (the “Services”) described in the Scopes of Work (each a “SOW”) attached as Appendix A in exchange for agreed-upon payments in accordance with the enclosed payment schedules that are provided within Appendix A. Each Scope of Work is incorporated herein and made a part of this Agreement.

#### **2. TERM AND TERMINATION.**

- (a) This Agreement shall commence on the Effective Date and shall continue until the date of May 30, 2025 or as provided in the applicable SOW (the “Initial Term”), unless earlier terminated as provided in Section 2(c) or in the applicable SOW.
- (b) Renewal:
  - i. [This Agreement may be renewed for additional terms (each a “Renewal Term”) by mutual written agreement of the Parties at any point prior to the expiration of the Initial Term or any Renewal Term. The first Renewal Term, if applicable, will begin June 1, 2025, and will continue until a date agreed upon by the Parties, in each case subject to the termination provision in Section 2(c).]
- (c) Termination for Default:
  - i. With the provision of thirty (30) days’ written notice (the “Notice Period”), either Party may terminate this Agreement, in whole or in part, if SchoolKit fails to deliver the supplies or perform the Services within the time specified in this Agreement or any extension provided, provided that if SchoolKit cures its failure to deliver supplies or failure to perform

Services within ten (10) days of the written notice (the “Cure Period”), this Agreement may not be terminated according to this Section 2(c).

ii. With the provision of the Notice Period, SchoolKit may terminate this Agreement, in whole or in part, if Midland ISD fails to timely pay for Services rendered or supplies delivered as provided in Article 3.

iii. Midland ISD shall pay the price specified in the Agreement or SOW for completed supplies delivered and Services accepted.

iv. The rights and remedies of the Parties in this clause are in addition to any other rights and remedies provided by law or equity or under this Agreement.

### **3. PAYMENT FOR SERVICES.**

- (a) Midland ISD agrees to pay SchoolKit in accordance with the terms set forth in the SOW.
- (b) Payments to SchoolKit are due by the dates outlined in the SOW or otherwise in this Agreement.

**4. INDEPENDENT CONTRACTOR.** SchoolKit shall perform all Services hereunder as an independent contractor, and nothing contained herein shall be deemed to create any association, partnership, joint venture, or relationship of principal and agent, master and servant, or employer and employee between the Parties hereto or any affiliates or subsidiaries thereof, or to provide either Party with the right, power or authority, whether express or implied, to create any such duty or obligation on behalf of the other Party.

### **5. REPRESENTATIONS AND WARRANTIES.**

- (a) Each Party represents and warrants to the other Party that: (i) it has the full corporate right, power and authority to enter into this Agreement and to perform the acts required of it hereunder; (ii) the execution of this Agreement and the performance of its obligations hereunder, do not and will not violate any agreement to which it is a party or by which it is bound; and (iii) it is in material compliance with all applicable laws, rules and regulations that would be applicable under this Agreement (the “Laws”).
- (b) Each Party represents and warrants to the other that its disclosure of any information, data or materials and the use thereof, as expressly authorized by the disclosing Party, will not violate any confidentiality obligations, trade secrets, copyrights, trademarks or other proprietary rights of any third party.

### **6. COVENANTS**

- (a) Each Party agrees that it shall at all times be in material compliance with all applicable laws, rules and regulations applicable under this Agreement.

- (b) Each Party agrees that it shall at all times comply with its confidentiality obligations under any separate non-disclosure and confidentiality agreement that may have been executed between the Parties, in addition to those contained in Article 8 herein.

**7. CONFIDENTIAL INFORMATION.**

- (a) Each Party shall treat as confidential all teacher and student work samples collected or possessed in connection with the Services rendered pursuant to this Agreement in compliance with all applicable state and federal laws and regulations, including but not limited to the Family Educational Rights and Privacy Act (“FERPA”) 20 U.S.C. § 1232(g); 34 CFR Part 99, except (i) to the extent such work samples are shared between the Parties and may be shared without violating the Laws, or (ii) to the extent that such work samples are required by applicable Law to be shared with a third-party.

**8. DISCLAIMER AND LIMITATION OF LIABILITY.**

- (a) EXCEPT FOR ITS LIABILITY IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

**9. GENERAL PROVISIONS.**

- (a) Paragraph Headings. Paragraph headings are for convenience only and shall not be considered a part of the terms and conditions of this Agreement.
- (b) Modification. No modification, waiver or amendment of any term or condition of this Agreement shall be effective unless and until it shall be reduced to writing and signed by both of the Parties hereto or their legal representatives.
- (c) Changes. SchoolKit shall not commence any work not specifically required by the approved SOW, nor change the SOW without the prior written authorization of Midland ISD. This Agreement may be amended, supplemented or modified only by a written document executed by duly authorized representatives of the Parties. Either Party may initiate a change request for mutual agreement via Agreement amendment.
- (d) If there is a conflict between this Agreement and Appendix A, the terms of the respective appendix shall supersede the corresponding terms of this Agreement with respect to the services performed thereunder.
- (e) Waiver. Failure by either Party at any time to require performance by the other Party or to claim a breach of any term of this Agreement will not be construed as a waiver of any right under this Agreement, will not affect any subsequent breach,

will not affect the effectiveness of this Agreement or any part thereof, and will not prejudice either Party in any subsequent action.

- (f) Severability. If any provision of this Agreement is held to be void, invalid or inoperative, the remaining provisions of this Agreement shall continue in effect and the invalid portion of any provision shall be deemed modified to the least degree necessary to remedy such invalidity while retaining the original intent of the parties.
- (g) Complete Agreement. This Agreement, together with every SOW, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes in all respects all prior proposals, negotiations, conversations, discussions and agreements between the parties concerning the subject matter hereof.
- (h) Assignment. Neither Party may assign any of its rights or obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld. Subcontracting is authorized.
- (i) Notices. All notices and other communications hereunder shall be in writing, except as herein specifically provided, and shall be deemed to have been given when mailed by first class, registered or certified mail, return receipt requested, postage prepaid, to the intended recipient thereof at its address shown herein below or to such other addresses as the intended recipient may specify in a notice pursuant to this Paragraph.

If to Midland Independent School District:

Midland Independent School District  
615 W. Missouri Avenue  
Midland, TX 79701

Attn: Ashley Osborne

If to SchoolKit:

SchoolKit  
6711 Germantown Ave.  
#25321  
Philadelphia, PA 19119-9997

Attn: Ethan Mitnick

- (j) Force Majeure. Neither Party shall be in breach of this Agreement or responsible for damages caused by delay or failure to perform, in full or in part, its obligations hereunder, provided that there is good faith in a Party's attempted performance under the circumstances and that such delay or failure is due to fire, earthquake, unusually severe weather, strikes, government sanctioned embargo, flood, act of God, act of war or terrorism, act of any public authority or sovereign government, civil disorder, delay or destruction caused by public carrier, or any other circumstance substantially beyond the control of the Party to be charged.
- (k) Survival of Provisions. The terms and provisions of this Agreement that by their

sense and context are intended to survive the performance thereof or hereof of either Party or both Parties hereto shall so survive the completion of performance and termination of this Agreement, including without limitation the making of any and all payments due hereunder.

- (a) **Governing Law and Enforcement.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas without regard to conflict of law provisions thereof. Each Party submits to exclusive jurisdiction and venue in the courts located in Midland County, State of Texas, for all matters in connection with this Agreement. In the event it should become necessary for either Party to commence an action under this Agreement, the prevailing Party shall be entitled to collect all reasonable attorney's fees and costs in connection with any such collection efforts.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

**Midland Independent School District**

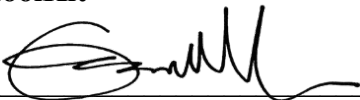
\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

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

**SchoolKit**

  
\_\_\_\_\_

Ethan Mitnick

President

Date: \_\_\_\_\_6/12/2024\_\_\_\_\_

## **Appendix A Scope of Work**

The following constitutes the Scope of Work (“SOW”), which is made and entered between SchoolKit and Midland Independent School District (“Midland ISD” and together with SchoolKit, the “Parties”).

Our work together will last from June 1, 2024 to May 30, 2025. SchoolKit will offer the following services to Midland ISD:

### **Strategic Planning for District Leaders**

3 onsite days and 6 total remote days with Midland ISD leaders. The purpose of our work together is to deepen our understanding of district context and create plans to guide the development of a mathematics instructional framework for the district. Part of this time will be used to engage in project management activities, including establishing goals for our work together, monitoring the progress and impact of our services, planning training and coaching logistics and reviewing data. The remaining time will be used to collaboratively complete the following LASO-required activities and deliverables:

- **Roadmap** - SchoolKit will work alongside Midland to develop an overarching plan for the framework development process, including forming a Framework Committee.
- **Communications Plans** - Together, SchoolKit and Midland will identify the stakeholder groups involved in the framework development process and create a customized communication plan for each group.
- **Instructional Framework** - See “Instructional Framework Development and Committee Leadership” section below for more details.
- **Framework Implementation Plan** - Upon finalizing the instructional framework, SchoolKit will work with Midland to assess existing district supports including curriculum and instructional materials, professional learning focus and design, and coaching structures and tools. Those learnings will then be used to create a plan to support implementation of the new framework.

### **Instructional Framework Development and Committee Leadership**

- 4 onsite full days and 6 total remote days to engage in the following activities with the members of the Framework Committee and/or other stakeholder groups as determined by the district:
  - Lead Collective Learning Series on the Research-Based Instructional Strategies (“RBIS”)
  - Facilitate Framework Committee meetings with district leaders
  - Develop, refine, and finalize Instructional Framework

### **Support to Realize the Instructional Framework**

- Teacher and Leader Training
  - Design and deliver 2 total onsite full-days of training to 2 cohorts of educators (4 on-site full days of training total) in alignment with the district’s Framework Implementation Plan

- o This training sequence is customized. We will work with district leaders to select topics for the scope and sequence and provide feedback on session outlines<sup>3</sup>.
- Leader Coaching
  - o 6 on-site full days and 3 total remote days of over the course of our partnership to support district and school leaders to:
    - Internalize the new instructional framework
    - Deepen their understanding of RBIS
    - Build investment and deepen knowledge of teachers and coaches in the instructional framework and RBIS

**Cost**

SchoolKit will charge Midland ISD a total of \$150,000 for the services described above. Midland ISD will be billed on a monthly basis at the end of each month. Total monthly payments will be determined by the services completed each month.

**Midland Independent School  
District**

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Title]

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

**SchoolKit**  
  
\_\_\_\_\_

Ethan Mitnick

President

Date: \_\_06/12/2024\_\_\_\_\_





# Midland Independent School District

**Meeting Date:** June 25, 2024

**Presented By:** Fatima Muniz, Executive Director of Technology

**Subject:** Approval of the 2023-2024 Application for Low Attendance Waiver

## Consent Item

### Financial Impact

Approval of waiver allows the district to excuse any instructional days from Average Daily Attendance (ADA) and Foundation School Program (FSP) funding calculations that have attendance at least ten percentage points below the last school year's overall average attendance for the district or applicable campus due to inclement weather, health, or safety-related issues.

### Strategic Plan Goals/Board Academic Goals

1-5

### Executive Summary

Districts or campuses can request a waiver to excuse any instructional days from ADA and FSP funding calculations with attendance at least ten percentage points below the last school year's overall average attendance for the district or applicable campus due to inclement weather, health or safety-related issues.

For 2024, the district met the ten percentage point requirement due to the total eclipse on April 8, 2024.

	Dates of 10% Decrease from Previous year ADA	Percentage of ADA	2022-2023 Average ADA Percentage	Plus/Minus
Midland ISD	4/8/2024	81.28%	92.26%	-10.98%

### Recommendation

Administration recommends approval of submission of a waiver to the Texas Education Agency to excuse any instructional days from ADA and FSP funding calculations that have attendance at least ten percentage points below the last school year's overall average attendance for the district or applicable campus due to inclement weather, health, or safety-related issues.



# Midland Independent School District

**Contact Person**

Fatima Muñiz, Executive Director of Technology

**Enclosure**

None

## **STUDENT ACTIVITIES FM (REGULATION)**

### SCHOOL SPONSORSHIP

School sponsorship of student activities will apply only to curriculum-related groups or clubs sponsored and promoted by the school.

### GUIDELINES FOR SCHOOL-SPONSORED ORGANIZATIONS

The following guidelines will apply to all school-sponsored organizations:

1. The sponsor must be a District employee.
2. All financial accounts and files will be kept in the principal's office, in accordance with Board policy.
3. An annual budget, detailing revenue and expenditures, will be filed with the principal.
4. All activities must have prior approval from the principal and will be placed on the activities calendar.
5. Each sponsor must file a report with the principal at the beginning of each school year listing membership and officer requirements for the organization.
6. Any constitution or bylaws, and subsequent amendments, require approval from the principal and Superintendent.

### NO PASS, NO PLAY EXEMPTIONS

A student may request an exemption from the “no pass, no play” rule for a failing grade in a course identified in policy. (The Office of Student Development will compile the list of applicable courses.) The student may only receive one exemption per course per school year. The exemption may not be granted if the student has been assigned to DAEP or expelled during that school year. The student must request the exemption from the campus principal.

The principal (or other campus administrator designated by the principal in his/her absence) should grant the exemption unless the student has failed to turn in assignments in a timely fashion or the student has failed to attend tutorials or otherwise seek outside help. The principal may grant the exemption if one of the above-listed factors exists if the classroom teacher failed to contact a parent concerning the student’s performance or there are extenuating circumstances (e.g., health or family situations) that impacted the student’s performance.

The courses here have been identified as advanced and, as such, are eligible for exemption as noted in section 33.081 of the Texas Education Code and Board Policy FM(LOCAL). A student may request an exemption from the no pass, no play rule for a failing grade in a course listed below. The principal shall grant or deny the request, in accordance with administrative regulations (FM Regulation) established by the Superintendent.



CRS NBR	ENG	SPC CRS	CRS NBR	MATH	SPC CRS	CRS NBR	SCIENCE	SPC CRS	CRS NBR	SOC STUDIES	SPC CRS	CRS NBR	LOTE	SPC CRS
708	ENG 7 PREAP	Q	738	MATH 7 PREAP	Q	728	SCI 7 PREAP	Q	758	SS 7 PREAP	Q	4113	FRENCH 1 D ECHS	D
709	ENG 7 G-PREAP	GQ	739	MATH 7 G-PREAP	GQ	729	SCI 7 G-PREAP	GQ	759	SS 7 G-PREAP	GQ	4133	FRENCH 3 PREAP	Q
808	ENG 8 PREAP	Q	3223	ALG 1 PREAP	Q	828	SCI 8 PREAP	Q	858	SS 8 PREAP	Q	4144	AP FRENCH LANG	P
809	ENG 8 G-PREAP	GQ	3231	ALG 1 PREAP JH	QJ	829	SCI 8 G-PREAP	GQ	859	SS 8 G-PREAP	GQ	4234	GERMAN 3 PREAP	Q
1130	ENG 1 PREAP	Q	3232	ALG 1 G-PREAP JH	GJ	2230	BIOL PREAP	Q	5034	AP MICECO	P	4235	GERM 3 PREAP D	QD
1135	ENG 1 G-PREAP	GQ	3270	ALG 2 PREAP	Q	2231	BIOL G-PREAP	GQ	5035	AP MICECO G	GP	4244	AP GERMAN LANG	P
1230	ENG 2 PREAP	Q	3272	ALG 2 G-PREAP	GQ	2270	*AP BIOLOGY	P	5036	AP MACECO	P	4245	AP GRMN LANG D	PD
1231	ENG 2 G-PREAP	GQ	3330	GEOM PREAP	Q	2271	*AP BIOLOGY D	PD	5037	AP MACECO G	GP	4333	LATIN 3 PREAP	Q
1321	ENG 3 D	D	3331	GEOM G-PREAP	GQ	2272	*AP BIOLOGY G	GP	5038	AP MICECO D	PD	4338	AP LATIN	P
1330	AP ENG LANG	P	3428	*PREC PREAP D	QD	2273	*AP BIOLOGY GD	GD	5039	AP MICECO GD	GD	4414	SPANISH 1 D	D
1331	AP ENG LANG D	PD	3430	*PRECALC PREAP	Q	2277	*SCI R&D H	H	5040	AP MACECO D	PD	4421	SPANISH 2 D	D
1332	AP ENG LANG G	GP	3431	*PRECALC D	D	2278	*SCI R&D G	GH	5041	AP MACECO GD	GD	4428	SPAN 3 PREAP D	QD
1333	AP ENG LANG GD	GD	3432	*PRECALC G-PREAP	GQ	2291	*ANAT & PHYS G	GH	5130	*W GEOG PREAP	Q	4435	SPANISH 3 PREAP	Q
1421	ENG 4 D	D	3433	*PREC G-PREAP D	GD	9139	*ANAT & PHYS H	H	5132	*W GEOG G-PREAP	GQ	4436	SPANISH 3 D	D
1430	AP ENG LIT	P	3480	AP CALC AB	P	2324	*AP ENV SCIENCE	P	5135	AP HUMAN GEOG	P	4438	SPAN 3 PREAP JH	QJ
1431	AP ENG LIT D	PD	3482	AP CALC BC	P	2326	*AP ENV SCI G	GP	5136	AP HUMAN GEOG G	GP	4446	AP SPAN LANG	P
1432	AP ENG LIT G	GP	3483	AP CALC BC D	PD	2430	CHEM PREAP	Q	5170	AP US GOVT	P	4447	AP SPAN LANG D	PD
1433	AP ENG LIT GD	GD	3484	AP CALC BC G	GP	2431	CHEM G-PREAP	GQ	5172	AP US GOVT D	PD	4455	AP SPAN LIT	P
	<b>ECHS</b>		3485	AP CALC BC GD	GD	2460	*AP CHEMISTRY	P	5173	AP US GOVT G	GP	4456	AP SPAN LIT D	PD
1533	IS ENG 1 D ECH	D	3553	AP STATS D	PD	2461	*AP CHEMISTRY G	GP	5175	AP US GOVT GD	GD			
1534	IS ENG 2 D ECH	D	3665	*AP STATS	P	2462	*AP CHEMISTRY D	PD	5180	AP CP GOVT	P			
1659	COMMAPP D	D	3730	*AP COMP SCI 1	P	2463	*AP CHEM GD	GD	5181	AP CP GOVT D	PD			
1815	PUB SP 1 D	D	3731	*AP COMPSCI 1 D	PD	2525	*AP PHYSICS C	P	5182	AP CP GOVT G	GP			
2329	ANATPHY D ECHS	D	3734	*AP COMPSCI 1 G	GP	2526	*AP PHYSICS C G	GP	5183	AP CP GOVT GD	GD	7934	Eng Design Prob Solv	D
2330	SCI RD 3 D ECHS	D	3735	*AP COMPSCI 1 GD	GD	2533	*AP PHY1G ALGBS	GP	5210	US HIST D	D			
2331	SCI RD 1 D ECHS	D		<b>ECHS</b>		2535	*AP PHY1 ALG BS	P	5230	AP US HIST	P			
2334	SCI RD 2 D ECHS	D	4445	SPAN 4 D ECHS	D	2537	*AP PHY2 ALG BS	P	5231	AP US HIST G	GP			
2522	PHYSICS D ECHS	D	5021	ECONOMICS D ECH	D	2539	*AP PHY2G ALGBS	GP	5232	AP US HIST D	PD			
3435	PRECALC D	D	5022	ECO ADV D ECHS	D	7733	Eng Design Prob Solv	D	5233	AP US HIST GD	GD			
3471	IS MTH-FIN D	D	5166	US GOVT D ECHS	D		<b>ECHS</b>		5270	*W HIST PREAP	Q			
3473	IS MTH-BUS D	D	5412	PSYCH D ECHS	D	6612	ART 1 D ECHS	D	5272	*W HIST PREAP D	QD			
3478	IS MTH 1 D ECHS	D	5423	SOCIOLOGY D	D	6621	ART 2 DRW D ECH	D	5276	*W HIST G-PREAP	GQ	6327	AP MUS THRY 1 D	PD
3479	IS MTH 2 D ECH	D	5455	SS ADV D ECHS	D	6637	ART HIST D ECHS	D	5278	*W HIS G-PREAP D	GD	6646	AP ART/DRAWING	P
3723	COMPSCI 1 D	D	5514	SPTP SS 1 D EC	D	7457	*ACCTG 2 D ECHS	D	5414	AP PSYCHOLOGY	P	6647	AP ART/2 DIM DE	P
3743	COMPSCI 2 D	D	5515	SPTP SS 2 D EC	D	7633	*FORENSCI D ECH	D	5423	SOCIOLOGY D	D			
4113	FRENCH 1 D ECHS	D	5516	SPTP SS 3 D EC	D				5457	PHILOSOPHY G	G			

**Mission: All students will graduate prepared and ready for college or career.** Last Update 10-31-18

AFJROTC

Citizenship, or lack of, shall not be a criteria used in determining participation in an MISD AFJRTC program

APPROVED – June 2023





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 26, 2024

**Presented By:** Mrs. Ashley Osborne

**Subject:** Approval of UIL Exemption List for the 2024-2025 School Year

### Consent Item

**Financial Impact:**

N/A

**Strategic Plan Goal:**

**Goal 1:** Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous learning.

**Initiative 1:** Enhance ‘Excellence in Academics’ program by incorporating advanced coursework, promoting extracurricular engagement, and fostering academic achievements for both top-performing students and the broader population, ensuring a high impact with achievable goals.

**Executive Summary:**

Texas Education Code, §33.081(d)(1) allows districts to identify (1) all College Board Advanced Placement courses (2) English language arts: high school/college concurrent enrollment classes (3) Languages other than English: high school/college concurrent enrollment classes (4) Mathematics: high school/college concurrent enrollment classes (5) Science: high school/college concurrent enrollment classes (6) Social studies: Social Studies Advanced Studies, Economics Advanced Studies, and high school/college concurrent enrollment classes (b) Districts may identify additional honors courses in the subject areas of English language arts, mathematics, science, social studies, or a language other than English for the purpose of this section, but must identify such courses prior to the semester in which any exemptions related to extracurricular activities occur.

MISD Regulation FM states that the student may request an exemption from the “no pass, no play” rule for a failing grade in a course identified in the approved UIL Exemption List. The student may only receive one exemption per course per school year. The exemption may not be granted if the student has been assigned to DAEP or expelled during that school year. The student must request the exemption from the campus principal.



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Recommendation:**

Recommend the Board approve the UIL Exemption List for the 2024 - 2025 school year

**Motion:**

Approve as presented

**Estimated Time to Prepare Agenda Item:**

2 hours

**Contact Person:**

Mrs. Ashley Osborne

Dr. Amanda Melchor

**Enclosure:**

MISD UIL Exemption List for the 2024 - 2025 school year







# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Brandon Reyes, Chief of Human Capital Management

**Subject:** Approval of Amendments to the 2024-2025 MISD Compensation Manual

### Consent Item

#### **Financial Impact**

Budgeted Expenditure

#### **Board Goal/Strategic Plan Goals**

Grow & Develop Staff

Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.

#### **Executive Summary**

The Compensation Plan is a guide for administering accurate salaries and wages for employees of Midland ISD. The practices described are intended to implement local board policy and goals, adhere to state and federal regulations, and follow appropriate fiscal standards.

#### **Contact Person**

Brandon Reyes

#### **Enclosure**

Compensation Plan Amendments

Page	Other Teacher Pay Plan Positions	Rationale
7	EL Dept.- Bil/ESL Instructional Specialist	Plus Stipend section needs to state "Yes" as the position does receive stipends.
7	T&L Depart- Principal Fellow	The number of days should be 187 instead of 197. This matches the job description and is what has been communicated to the group.
Page	Admin/Prof-Pay Grade 4	Rationale
9	1882 Partnership Specialist	New position that is part-time and 226 work days(reclassified from District Designated Service Provider Position). This position calculates and forecasts revenue for In-District Charters, adjust budgets, and communicate changes. Conduct projection meetings, reconcile transactions, project utility costs, and provide financial reports. Serve as liaison for financial matters, ensuring GAAP and TEA compliance, and oversee financial systems and audits.
Page	Admin/Prof-Pay Grade 4	Rationale
10	Child Find Coordinator	Currently vacant position: Adjust work days from 226 to 217 to align with other Special Education Supervisors (district savings of \$3,750)
Page	Instructional - Pay Grade 3	Rationale
17	Intervener/Communication Facilitator	New Position with 187 work days (paid for through reclassification of two teacher assistant positions): An intervener provides one-to-one support to a deaf-blind student, aiding in access to information, communication, and social and emotional development as outlined in the student's IEP. Directed by the classroom teacher, the intervener helps the student overcome challenges in learning, communication, and concept development due to sensory limitations.
Page	Clerical- Pay Grade 8	Rationale
15	Exec Asst, CTO	Reclass: This position was previously assigned to Executive Director of Technology. Due to the reclass of the Executive Director of Technology, this position must also reflect the change.
15	Exec Asst, CCO/General Counsel	Reclassification of a vacant position no longer being utilized. This position will provide administrative and public information request support for both the Chief Communications Officer and General Counsel.
Page	Instructional- Pay Grade 5A	Rationale
17	Associate Teacher	No change to salary range. Associate Teachers will be exempt and will be separated from other positions that are non-exempt.
Page	Child Nutrition Services	Rationale
23	CNS Finance Supervisor	This position was on Admin/Prof PG 3 in SY23-24. It was not moved over to the new CNS pay plan. The pay range is being created for proper alignment.
23	Inventory Secretary, CNS	New Position: CNS funded. This role was previously combined with Accounts Payable and it was determined that it is best to split the positions based on the duties and responsibilities for each.
Page	Substitute	Rationale
29	Long Term for FMLA	Long term degreed sub rate is at \$250.00 per day. The certified daily rate is \$228.00 per day and with the \$30.00 additional on Fridays that makes it \$258.00. The Long Term sub rate should be moved to \$258.00 per day to match the Friday rate.
Page	Stipends-English Learners Stipends	Rationale
34	EL Instructional Specialist	Increase stipend from \$2,000 to \$2,500 (total of 6 positions) to maintain equity among other positions with similar roles/functions
Page	Stipends-Special Services	Rationale
35	Licensed Specialist in School Psychology-Assistant	Title change only: Licensed Specialist in School Psychology-Intern
35	Teacher-Resource/Inclusion	Title change only: Teacher-Resource/Inclusion/Homebound

Page	Stipends-Fine Arts	Rationale	Amount	Estimated Budget Impact
38	Bowie Fine Arts After School Program	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$4,000.00	\$4,000.00
38	Career and Technical Student Organization (CTSO) Sponsor	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$2,100.00	\$21,000.00
38	Drill Team	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$2,800.00	\$5,600.00
38	Fine Arts Camps	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$100 per day	\$8,000.00
38	Midland Youth Chorus Director	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$1,000.00	\$1,000.00
38	Sixth Grade Strings Supervisor	Stipend was previously approved for 23-24 Compensation Plan but inadvertently removed with the conditional stipends on 24-25 Compensation Plan.	\$4,000.00	\$4,000.00
38	VASE-MS	Teachers spend several nights and weekends to prepare for competition	\$1,000.00	\$9,000.00
38	VASE-HS	Teachers spend several nights and weekends to prepare for competition	\$1,500.00	\$15,000.00
Page	Stipends-Summer Programs	Rationale		
40	Summer Bilingual Classroom Instructional Facilitators	Title change only: Summer Associate Teachers (including Bilingual)		
40	Summer School	Title change only: 'Summer School' should be changed to 'Summer Learning' to match job descriptions that are part of the Federal and State submission requirements		
40	Summer Learning Device Distribution/Collection	Added at \$40 per hour or current hourly rate		
40	Extended School Year Teacher	Duplicate: Remove one line		
Page	Attendance Incentive	Rationale		
47	Associate Teacher	Title add only: Associate Teachers is an exempt position and need to be added as a position to the Campus Based position tier		

K. Approval of Memorandum of Understanding between Midland ISD and Midland College Concerning Dual Credit

420



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Mrs. Ashley Osborne

**Subject:** Approval of Memorandum of Understanding between Midland ISD and Midland College Concerning Dual Credit

### Consent Item

#### **Financial Impact**

Approximately \$850,000.00 annually in tuition, textbooks, transportation costs, and examination fees, allocated using Perkins grant funds and local budget funds attributed to Career and Technical Education (CTE) for dual credit CTE courses. These funds have been budgeted for.

#### **Board Goal/Strategic Plan Goals**

Goal 5 – The percentage of the graduation class meeting one or more CCMR indicators will increase from 54% (class of 2022) to 83% by 2028. (data source: TAPR)

#### **Executive Summary**

The purpose of the Memorandum of Understanding between Midland College (MC) and Midland Independent School District (MISD) is to provide a system under which an eligible high school student enrolls in state-approved college course(s) and receives course credit for the course(s) from both the college and high school. Dual enrollment utilizes education, training and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education. The Texas Higher Education Coordinating Board (THECB) establishes authority and rules that apply to all public institutions of higher education in Texas, Title 19, Part 1, Chapter 4, Subchapter D, Rule 4.85 to enter into partnership agreements between secondary schools and Texas public colleges. In keeping with these rules and upon approval, MC and MISD would hereby agree to details in the MOU attached.

#### **Contact Person**

Mrs. Ashley Osborne  
Mr. Jeff Horner  
Dr. Amanda Melchor

#### **Enclosure**

MISD MC Dual Credit MOU 2024-2025

**DUAL CREDIT MEMORANDUM OF UNDERSTANDING  
MIDLAND COLLEGE & MIDLAND INDEPENDENT SCHOOL DISTRICT  
2024/2025 Academic Year**

The purpose of this Dual Credit Memorandum of Understanding between Midland College (herein referred to as “the College”) and Midland Independent School District (herein referred to as “MISD”) is to outline how eligible students earn credit for college and high school courses by completing college curriculum. Dual credit enrollment utilizes education, training, and career exploration to enable students to build academic and technical skills, acquire industry credentials, enter a profession, and advance in higher education.

The Texas Higher Education Coordinating Board (THECB) establishes authority and rules<sup>1</sup> that apply to all public institutions of higher education in Texas governing memoranda of understanding between secondary schools and Texas public colleges. In keeping with these rules, the College and the MISD hereby agree to the following:

I. **Eligible Courses**

To be offered for dual credit, courses must meet the following requirements:

- a. The course must be a college-level academic course in the current edition of the [Lower Division Academic Course Guide Manual \(ACGM\)](#)<sup>2</sup> adopted by the Texas Higher Education Coordinating Board (THECB) or the course must be a college-level workforce education courses in the current edition of the [Workforce Education Course Manual \(WECM\)](#)<sup>3</sup> adopted by THECB; and
- b. The course must be in the [Midland College Core Curriculum](#)<sup>4</sup>; or
- c. The course must be a career and technical education course; or
- d. The course must be a foreign language course;
- e. The course must be offered as part of an early college program that satisfies specific degree plan requirements leading to the completion of a THECB approved certificate, Associate of Arts, Associate of Science, Associate of Applied Science, Field of Study Curriculum (FOSC), or Program of Study Curriculum (POSC).

Additionally, to be offered for dual credit, the College course must be crosswalked against a high school course. Crosswalking of courses and revisions to such crosswalks will occur in an ongoing basis. Accordingly, the crosswalks identified in this document in Section XII and elsewhere are

---

<sup>1</sup> Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85

<sup>2</sup> <http://reports.thecb.state.tx.us/approot/acgm/acgmguide.htm>

<sup>3</sup> <http://reports.thecb.state.tx.us/approot/wecm/pubreports.htm>

<sup>4</sup> [http://catalog.midland.edu/preview\\_program.php?catoid=18&poid=2420](http://catalog.midland.edu/preview_program.php?catoid=18&poid=2420)

exemplary, not exhaustive.

II. **Student Eligibility**

To participate in dual credit, students must meet eligibility in accordance with [Texas Administrative Code, Title 19, Part 1, Chapter 4, Subchapter D, Rule §4.85<sup>5</sup>](#).

III. **Location of Classes**

Subject to the availability of academic resources, dual credit courses may be taught on a College campus, on a MISD campus, or online.

IV. **Student Composition of Classes**

Courses may be composed of dual credit students only or a mix of dual credit and traditional college students.

V. **Faculty Selection, Supervision, and Evaluation**

The College shall select instructors of dual credit courses. These instructors must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by the College to select faculty responsible for teaching courses at the main campus of the College.

The College shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures used for faculty at the main campus of the College.

VI. **Course Curriculum, Instruction, and Grading**

The College shall ensure that a dual credit course and the corresponding course offered at the main campus of the college are equivalent with respect to curriculum, materials, and method/rigor of student evaluation. These standards must be upheld regardless of the student composition of the class.

The College content experts will work with MISD content experts to crosswalk the course learning outcomes and to ensure the College course learning outcomes meet or exceed the corresponding crosswalked course learning

---

<sup>5</sup>[https://texreg.sos.state.tx.us/public/readtac\\$ext.TacPage?sl=R&app=9&p\\_dir=&p\\_rloc=&p\\_tloc=&p\\_ploc=&pg=1&p\\_tac=&ti=19&pt=1&ch=4&rl=85](https://texreg.sos.state.tx.us/public/readtac$ext.TacPage?sl=R&app=9&p_dir=&p_rloc=&p_tloc=&p_ploc=&pg=1&p_tac=&ti=19&pt=1&ch=4&rl=85)

outcomes mandated by the MISD's accrediting entity.

The College will select all textbooks and instructional materials required for dual credit course offerings. College course syllabi, textbooks, must be used in dual credit courses with grades regularly recorded in the College's learning management system, Canvas.

## VII. **Academic Policies and Student Support Services**

In addition to the policies and standards of MISD, Dual Credit students are subject to the same academic policies, rights, and responsibilities applicable to College students outlined in the current edition of the College's [Student Handbook](#).

The College is responsible for ensuring timely and efficient access to services and does so as follows:

- a. Dual Credit students have access to academic advising through the Dual Credit Service Center<sup>6</sup>.
- b. Dual Credit students have access to [accommodations for students with disabilities](#)<sup>7</sup>.
- c. Dual Credit students have access to learning supports such as:
  - i. [The Fasken Learning Resource Center \(LRC\)](#)<sup>8</sup> and the digital learning and research materials it provides.
  - ii. [Online Tutoring through nettutor](#)<sup>9</sup>.
  - iii. Dual Credit Completion Coaches assigned to Dual Credit sections offered online.
- d. Dual Credit students have access to academic achievement programs (e.g., Honors Program).

A student enrolled in dual credit courses at an institution of higher education shall file a degree plan with the institution as prescribe by §4.344 of this chapter.

## VIII. **Transcripting of Credit**

The College and MISD will transcribe grades immediately upon a student's completion of the dual credit course.

---

<sup>6</sup> [dualcredit@midland.edu](mailto:dualcredit@midland.edu); (432) 681-6341

<sup>7</sup> <https://www.midland.edu/services-resources/accommodation-services.php>

<sup>8</sup> <https://www.midland.edu/services-resources/library/index.php>

<sup>9</sup> <https://www.midland.edu/services-resources/labs-tutoring/dl-online-tutoring.php>

IX. **Funding**

State funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and THECB (TEC 61.059 (p) and (q)).

X. **Dual Credit Tuition and Fees**

The College has opted into the Financial Aid for Swift Transfer (FAST) Program beginning Fall 2024. As a participant in FAST, the College has capped dual credit tuition for all dual credit students at the FAST tuition rate.

Students may be eligible to have the cost of their dual credit course covered by the State. Students are eligible if they:

- a. Are enrolled in an eligible dual credit course as defined in TAC, Section 13.501, at a public school district or charter school (ie., eligible for Foundation School Program funding); and
- b. Are taking a course offered through an institutional agreement, as outline in TAC, Section 4.84, from an institution of higher education that has opted to participate in FAST; and
- c. Were qualified for free or reduced-price lunch in any of the four school years prior to the academic year in which they enroll in the dual credit course.

Unless eligible for reimbursement to the College by the State through Financial Aid for Swift Transfer (FAST) or otherwise covered through agreement with MISD, parents/students are responsible for tuition, fees, textbooks, and any other materials associated with the dual credit course.

XI. **Alignment with Statewide Goals**

- a. *Goal 1: The College and MISD will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including enrollment and fee policies.*
  - i. The College will be invited to participate in all information sessions that promote dual credit hosted by MISD.
  - ii. The College will maintain an up-to-date webpage to include information relevant to all identified dual credit stakeholders.
  - iii. The College and MISD will collaborate in the promotion of dual credit programs through press releases, social media, and their respective web pages.

- iv. The College and MISD will consider the use of free or low-cost open educational resources.
- b. *Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.*
    - i. The College will participate in ongoing data sharing with MISD through the Midland College Student Success Dashboard.
    - ii. The College and MISD will provide ongoing academic supports and interventions to facilitate the students successful transition to college.
- c. *Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.*
    - i. The College and MISD will collaborate and coordinate providing a “new student orientation” for all dual credit students.
    - ii. The College advisors in the Dual Credit Service Center and MISD counselors will communicate and coordinate in the advising of dual credit students to ensure maximum transferability of courses and completion of programs.
- d. *Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.*
    - i. The College will provide professional development to MISD faculty who have been credentialed through the College (a/k/a “Embedded Faculty”) to teach dual credit courses.

## XII. **Data Sharing**

The Family Educational Rights and Privacy Act of 1974 (FERPA) allows protected student data to be exchanged between the College and MISD for students that are concurrently enrolled without the consent of either the parents or the student. If the student, parents still retain the right under FERPA to inspect and review any education records maintained by MISD, including records disclosed to the MISD by the College.

As required by law, the College and MISD shall adhere to the confidentiality of student information according to FERPA and the implementing regulations found in 34 CFR Part 99. FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Govt. code 552.001 et. Seq.) While in possess of FERPA records and data, only persons authorized to have access to student data maintained for purposes of the dual credit program will be granted access as required by FERPA. All persons authorized to have

access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

The College and MISD shall maintain the confidentiality of any and all student data exchanged pursuant to this agreement. The confidentiality requirements under this paragraph shall survive the termination or expiration of the agreement or any subsequent agreement intended to supersede this agreement. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this agreement, the College and MISD shall establish a system of safeguards that shall, at a minimum, do the following:

- a. The College and MISD shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity, and availability of all data, including electronically maintained or transmitted data received from, or on behalf of, each other. These measures shall be extended by contract to all subcontractors used by the College and MISD.
- b. The College and MISD employees, subcontractors, and agents involved in the handling, transmittal, and/or processing of data provided under this agreement shall be required to maintain the confidentiality of all student and staff related personally identifiable information.
- c. The College and MISD shall develop and implement procedures and systems that ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this agreement shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
- d. The College and MISD shall develop and implement procedures and systems to process, store, or transmit data provided under this agreement that ensure that any and all disclosures of confidential student and staff data comply with all provisions of federal laws and Texas state laws relating to the privacy rights of the students and staff as such laws are applicable to the parties of this agreement.
- e. The College shall return to MISD all data or any portions thereof requested by MISD, or, at MISD's election, the College shall destroy all or any part of MISD's data that is within the possession or control of the College and shall, upon request of MISD, provide certification of such destruction. MISD shall return to the College all data or any portions thereof requested by the College, or, at the College's election, MISD shall destroy all or any part of the College's data that is within the possession or control of MISD and shall, upon request by the College, provide

certification of such destruction.

- f. The College shall obtain permission from MISD prior to publications or disclosure of relevant data, or other uses not outlined in this agreement. MISD shall obtain permission from the College prior to publications or disclosure of relevant data or other uses not outlined in this agreement.

**XIII. Defined Course Sequences**

See Attached Crosswalks

**XIV. Costs Covered by MISD**

The College and Career Academies (CTE Dual Credit) shall be offered at tuition free to students. MISD will cover the cost of tuition for career and technical education courses. Scholarships and grants will be pursued to cover the cost of tuition. Sources of funding include Perkins funds, state funds, and available grant funds.

MISD will provide textbooks for use in academic dual credit classes when courses are taught by MISD teachers (Embedded College Faculty). This will be funded by IMTA funds and/or supplemented as needed through local budget funds.

Transportation for career and technical education dual credit courses offered off of Midland ISD campuses shall be provided by MISD and funded by Perkins funds or local funds.

On Behalf of Midland College:

On Behalf of Midland ISD:

\_\_\_\_\_

\_\_\_\_\_  
President, Midland College

\_\_\_\_\_  
Superintendent, Midland ISD

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date





# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Property Insurance Renewal

### Consent Item

#### **Financial Impact**

Total property insurance renewal for the 2024 – 2025 fiscal year: \$4,720,337

#### **Board Goal/Strategic Plan Goals**

Student Experience – Create learning environments that prepare students for meaningful opportunities post-graduation.

#### **Executive Summary**

Midland ISD was expected to realize a renewal for its property insurance at an approximate 20% increase; however, while working with our new broker of record, Arthur J. Gallagher, the final renewal came in 6% lower than our premium for the current 2023-2024 fiscal year. A fresh set of eyes and a different level of detail when presenting the renewal submission to the markets, as well as Gallagher's in-person meetings with both foreign and domestic markets, refined a go-to-market strategy for 2024-25. No trade-offs in coverage were made to achieve our lower renewal price.

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Amendment RFP # 23-320 On-Call Plumbing Services and Supplies

### Consent Item

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Board Goal/Strategic Plan Goals**

Goal 3, Initiative 2

**Financial Impact**

Initial Estimated Expenditures \$600,000.00 yearly Local Funds

Amended Estimated Expenditures \$2,000,000.00 yearly – Local Funds

Term of contracts will remain – One-year contract with two – 1-year options to extend with a 30-day cancellation notice.

**Recommendation**

The initial recommendation for this RFP recommended the award of the following vendors on March 19, 2024.

Suppliers	
Al’s Water	APSCO, Inc.
HELM Plumbing Services	Rick’s Backflow & Plumbing
The Bosworth Company, Ltd.	West Texas Refrigeration

The amended recommendation is to increase the amount awarded used between the multiple awarded vendors to ensure efficiencies moving forward. This RFP will be on an as-needed basis. The contract administrator Mr. Cortney Smith will request services from the vendor at the time the services are needed.

**Contact Person**

Cortney Smith, Chief of Facilities and Operations





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Amendment RFP #23-321 On-Call Electrical Maintenance Services and Supplies

### Consent Item

#### **Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

#### **Board Goal/Strategic Plan Goals**

Goal 3, Initiative 2

#### **Financial Impact**

Initial Estimated Expenditures \$500,000.00 yearly Local Funds

Amended Estimated Expenditures \$2,000,000.00 yearly – Local Funds

Term of contracts will remain – One-year contract with two – 1-year options to extend with a 30-day cancellation notice.

#### **Recommendation**

The initial recommendation for this RFP recommended the award of the following vendors on March 19, 2024.

Suppliers	
D&E Electric	Diamond Electric
Freedoms Computer Cabling and Electric Contractor	G-Force Electrical Services
LiveWire Midland Electric Company	The Bosworth Company, Ltd.

The amended recommendation is to increase the amount awarded used between the multiple awarded vendors to ensure efficiencies moving forward. This RFP will be on an as-needed basis. The contract administrator Mr. Cortney Smith will request services from the vendor at the time the services are needed.

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations 433

O. Approval of Amendment RFP # 23-358 Door and Locksmith Services, Parts,  
Repairs and Supplies

435



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Amendment RFP #23-358 Door and Locksmith Services, Parts, Repairs, and Supplies

### Consent Item

#### **Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

#### **Board Goal/Strategic Plan Goals**

Goal 3, Initiative 2

#### **Financial Impact**

Initial Estimated Expenditures \$600,000.00 yearly Local Funds

Amended Estimated Expenditures \$2,000,000.00 yearly – Local Funds

Term of contracts will remain – One-year contract with two – 1-year options to extend with a 30-day cancellation notice.

#### **Recommendation**

The initial recommendation for this RFP recommended the award of the following vendors on March 19, 2024.

Suppliers	
Intermountain Lock & Security Supply	The Right Choice Locksmith LLC (dba Sure Lock & Key LLC)

The amended recommendation is to increase the amount awarded used between the multiple awarded vendors to ensure efficiencies moving forward. This RFP will be on an as-needed basis. The contract administrator Mr. Cortney Smith will request services from the vendor at the time the services are needed.

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

P. Approval of Amendment RFP # 23-359 Heating, Venting, and Cooling (HVAC)  
Services, Parts, Repairs, and Supplies

437



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Amendment RFP #23-359 Heating, Venting and Cooling (HVAC) Services, Parts, Repairs, and Supplies

**Consent Item**

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Board Goal/Strategic Plan Goals**

Goal 3, Initiative 2

**Financial Impact**

Initial Estimated Expenditures \$750,000.00 yearly Local Funds

Amended Estimated Expenditures \$2,000,000.00 yearly – Local Funds

Term of contracts will remain – One-year contract with two – 1-year options to extend with a 30-day cancellation notice.

**Recommendation**

The initial recommendation for this RFP recommended the award of the following vendors on March 19, 2024.

Suppliers
The Bosworth Company LTD

The amended recommendation is to increase the amount awarded used between the multiple awarded vendors to ensure efficiencies moving forward. This RFP will be on an as-needed basis. The contract administrator Mr. Cortney Smith will request services from the vendor at the time the services are needed.

**Contact Person**

Cortney Smith, Chief of Facilities and Operations

Q. Approval of RFP # 23-416 Percentage Discount Off Maintenance, Transportation,  
Miscellaneous Supplies and Equipment

439



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Albert Valencia, Director of Purchasing

**Subject:** Approval of RFP # 23-416 Percentage Discount off Maintenance, Transportation, Miscellaneous Supplies and Equipment

### Consent Item

**Financial Impact**

N/A – This RFP is a discount only item.

Term of contract – One-year contract with two 1-year options to extend with a 30-day cancellation notice

**Strategic Plan Goals/ Board Academic Goals**

Goal 3, Initiative 2

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Recommendation**

The committee for this RFP is recommending awards to the following vendors, the vendors providing the best value to the district.

ACCO Brands USA LLC
Advance Auto Parts (Straus-Frank Enterprises LLC)
Buck's Wheel & Equipment Co
Capital Filtrations Inc
Chaparral Bolt & Supply
Commercial Electronic Supply (Midland Commercial Electronic Supply Co., Inc.)
ESI Supply
Global Industrial
House of Chemicals, Inc
INDEPENDENT HARDWARE INC
Intermountain Lock & Security Supply
Justin Seed Co. Inc.
Kindle Fischer Specialty Products
Lawson Products, Inc.



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

Longhorn Inc.
Mark's Plumbing Parts (John W. Gasparini, Inc.)
O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts
Parks Fuels LTD
Rolltex Industrial Supply
School Specialty Inc
Shiffler Furniture and Educational Supplies
Southern Tire Mart, LLC
Sun Coast Resources, Inc.
Temperature Control Systems, LLC
Texas Alternator Starter Service (McAdams Group, LLC)
Tommy White Supply
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)
Unipak Corp.
Wagner Supply
West Texas Fire Extinguisher Inc. (Todd Holt)
Wofford Truck Parts

### **Motion**

Approve as presented

### **Contact Person**

Albert Valencia, Director of Purchasing

### **Enclosure**

Bid Tabulation, Discount Analysis

**Bid Tabulation**

<b>Event Number</b>	RFP # 23-416
<b>Event Title</b>	Percentage Discount off Maintenance, Transportation, Miscellaneous Supplies and Equipment
<b>Event Description</b>	
<b>Event Type</b>	RFP
<b>Issue Date</b>	5/1/2024 08:00:04 AM (CT)
<b>Close Date</b>	5/29/2024 02:00:00 PM (CT)

<b>Organization</b>
<b>Workgroup</b>
<b>Event Owner</b>
<b>Email</b>
<b>Phone</b>
<b>Fax</b>

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ACCO Brands USA LLC	Lake Zurich	IL	5/29/2024 01:21:14 PM (CT)	0	\$0.00
Wagner Supply	Odessa	TX	5/15/2024 09:56:42 AM (CT)	0	\$0.00
Unipak Corp.	West Long Branch	NJ	5/9/2024 12:44:56 PM (CT)	0	\$0.00
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	Amarillo	TX	5/21/2024 11:52:21 AM (CT)	0	\$0.00
Texas Alternator Starter Service (McAdams Group, LLC)	Austin	TX	5/14/2024 01:32:33 PM (CT)	0	\$0.00
Temperature Control Systems, LLC	Dallas	TX	5/13/2024 02:27:42 PM (CT)	0	\$0.00
Sun Coast Resources, Inc.	Houston	TX	5/23/2024 02:55:04 PM (CT)	0	\$0.00
Southern Tire Mart, LLC	Columbia	MS	5/28/2024 05:04:16 PM (CT)	0	\$0.00
Shiffler Furniture and Educational Supplies	Chardon	OH	5/21/2024 11:46:24 AM (CT)	0	\$0.00
School Specialty Inc	Greenville	WI	5/20/2024 02:00:16 PM (CT)	0	\$0.00
Parks Fuels LTD	Big Spring	TX	5/28/2024 07:16:19 PM (CT)	0	\$0.00
O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts	Springfield	MO	5/20/2024 11:30:28 AM (CT)	0	\$0.00
Mark's Plumbing Parts (John W. Gasparini, Inc.)	Fort Worth	TX	5/13/2024 10:23:46 AM (CT)	0	\$0.00
Longhorn inc	Dallas	TX	5/10/2024 09:49:16 AM (CT)	0	\$0.00
Lawson Products, Inc.	Chicago	IL	5/28/2024 01:41:16 PM (CT)	0	\$0.00
Kindle Fischer Specialty Products	El Paso	TX	5/29/2024 11:41:56 AM (CT)	0	\$0.00
Justin Seed Co. Inc.	Justin	TX	5/1/2024 03:36:51 PM (CT)	0	\$0.00
Intermountain Lock & Security Supply	Salt Lake City	UT	5/1/2024 02:05:24 PM (CT)	0	\$0.00
INDEPENDENT HARDWARE INC	PHILADELPHIA	PA	5/28/2024 12:44:38 PM (CT)	0	\$0.00
House of Chemicals, Inc	San Angelo	TX	5/28/2024 04:41:27 PM (CT)	0	\$0.00
Empire Paper	Wichita Falls	TX	5/6/2024 02:50:39 PM (CT)	0	\$0.00
Commercial Electronic Supply (Midland Commercial Electronic Supply Co., Inc.)	Midland	TX	5/1/2024 09:43:50 AM (CT)	0	\$0.00
Capital Filtrations Inc	Austin	TX	5/5/2024 03:20:42 PM (CT)	0	\$0.00
Buck's Wheel & Equipment Co	Fort Worth	TX	5/9/2024 11:33:04 AM (CT)	0	\$0.00
Blackshear Services	Odessa	TX	5/20/2024 12:42:36 PM (CT)	0	\$0.00
Advance Auto Parts (Straus-Frank Enterprises LLC)	Raleigh	NC	5/22/2024 07:32:07 AM (CT)	0	\$0.00
West Texas Fire Extinguisher Inc. (Todd Holt)	San Angelo	TX	5/22/2024 09:39:51 AM (CT)	0	\$0.00
Wofford Truck Parts	El Paso	TX	5/29/2024 11:47:23 AM (CT)	0	\$0.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

### Discount Analysis

Supplier	% Discount	Maintenance	Transportation	Miscellaneous	Comment
ACCO Brands USA LLC	40%			X	binding supplies, stock presentation covers, laminating supplies & equipment
Advance Auto Parts (Straus-Frank Enterprises LLC)	35-65%		X		Auto Paint & Parts, Lubricants, Truck Parts, Misc items. Discount based on category
Blackshear Services	-				vendor services not applicable for this rfp
Buck's Wheel & Equipment Co	15%		X		Auto Parts, Truck Parts, Bus Parts, Misc. Items.
Capital Filtrations Inc	5%		X		Auto Parts, Truck Parts, Bus Parts
Chaparral Bolt & Supply	40%	X	X	X	All types of fasteners, bolts, screws, anchors, electrical terminals, cutting/grinding tools
Commercial Electronic Supply (Midland Commercial Electronic Supply Co., Inc.)	10%	X	X	X	Electrical and maintenance & transportation misc items, industrial, tools and other misc items
Empire Paper	-				No discount provided by vendor/cooperative vendor
ESI Supply	5%	X		X	Electrical, Misc Items:Electronics
Global Indsutrial	10%	X		X	Electrical, grounds, HVAC-Refrigeration, Plumbing, chemicals, food service,industrial, safety, tools, warehouse & misc items
House of Chemicals, Inc	20%			X	Chemicals, Food Service, Industrial, Safety & Misc Items
INDEPENDENT HARDWARE INC	30-60%	X			Door Hardware
Intermountain Lock & Security Supply	45-50%	X		X	Door Hardware, Safety & Misc Items
Justin Seed Co. Inc.	3%	X			Grounds & Misc Items
Kindle Fischer Specialty Products	15-30%	X	X	X	Special Order 15%, Catalog Price 20%, Shelf Price 25%, List Price 30% General 20%
Lawson Products, Inc.	35-79%	X	X	X	electrical,grounds, HVAC, paint. Plumbing, welding, auto/truck/bus parts, misc items
Longhorn inc	-			X	irrigation supplies
Mark's Plumbing Parts (John W. Gasparini, Inc.)	-		X		Plumbing; discounts to be applied at time of quote or purchase
O'Reilly Auto Enterprises, LLC dba O'Reilly Auto Parts	41%	X	X	X	Welding, Auto Paint/Parts, Lubricants, Truck/Bus Parts, Chemicals, Safety, Tools, Warehouse Supplies/Equipment
Parks Fuels LTD	10%		X		Lubricants, Chemicals, Safety
Rolltex Industrial Supply	-			X	discount built into price
School Specialty Inc	14-35%			X	Safety, Janitorial/Breakroom Supplies, adhesives & misc items
Shiffler Furniture and Educational Supplies	10%	X		X	products listed on vendor's website
Southern Tire Mart, LLC	20-39%		X		Auto Parts, Oil Service, Tires
Sun Coast Resources, Inc.	-		X		Lubricants; discount to be applied at time of quote or purchase
Temperature Control Systems, LLC	-	X			HVAC-Refrigeration; see price list
Texas Alternator Starter Service (McAdams Group, LLC)	30%		X		Auto/Truck/Bus Parts
Tommy White Supply	10-50%	X	X	X	Paint, welding, lubricants, chemicals, safety, tools, warehouse supplies and misc items
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	30%			X	Food Service
Unipak Corp.	21%	X		X	Misc Maintenance Items, Foor Service, Safety, Warehouse Supplies and Misc Items
Wagner Supply	12-20%		X	X	Lubricants & Misc Transportation Items, Chemicals, Industrial, Warehouse Supplies/Equipment & Misc items
West Texas Fire Extinguisher Inc. (Todd Holt)	20-25%	X	X	X	Maintenance Misc items, Transportation Misc items, chemicals, food service, industrial, safety warehouse items, misc
Wofford Truck Parts	20%	X	X	X	

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Brandon Reyes, Chief of Human Capital Management

**Subject:** Approval of RFP # 23-445 On-site/Near Site Clinic

### Consent Item

**Financial Impact**

Estimated Annual Expenditures - \$3,100,000.00 – Local Funds

This is a three-year contract, with two 1-year options to extend with a 30-day cancellation notice.

**Board Goal/Strategic Plan Goals**

Board Goal 3, Initiative 2

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC), contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Recommendation**

The committee recommends approval of RFP # 23-445 On-site/Near Site Clinic to the following vendor, providing the best value for the district.

Suppliers
Frontier Health LLC

**Motion**

Approve as presented

**Contact Person**

Brandon Reyes, Chief of Human Capital Management

**Enclosure**

Bid Tabulation, Scoresheet, and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP # 23-445 Addendum 1	<b>Organization</b>
<b>Event Title</b>	On-site/Near Site Clinic	<b>Workgroup</b>
<b>Event Description</b>		<b>Event Owner</b>
<b>Event Type</b>	RFP	<b>Email</b>
<b>Issue Date</b>	4/16/2024 08:00:02 AM (CT)	<b>Phone</b>
<b>Close Date</b>	5/10/2024 02:00:00 PM (CT)	<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Frontier Health LLC	Harlingen	TX	5/10/2024 11:34:28 AM (CT)	0	\$0.00
Marathon Health	Winooski	VT	5/8/2024 08:19:43 AM (CT)	0	\$0.00
One to One Health	Chattanooga	TN	5/9/2024 10:56:08 AM (CT)	0	\$0.00
Premier Physicians (Premier Family Care I, Inc.)	Midland	TX	5/7/2024 11:10:00 AM (CT)	0	\$0.00
Proactive MD	Simpsonville	SC	5/10/2024 01:51:44 PM (CT)	0	\$0.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

Price Analysis																
Services	Frontier				Proactive MD				Marathon				Premier			
	Year 1	Year 2	Year 3	Comment	Year 1	Year 2	Year 3	Comment	Year 1	Year 2	Year 3	Comment	Year 1	Year 2	Year 3	Comment
Price	Price	Price		Price	Price	Price		Price	Price	Price		Price	Price	Price		
Implementation Fee	0	0	0		\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		\$ 105,600.00	0	0	Up-Front Fee	0	0	0	
Acute Services	0	0	0	included in membership** **Membership Fee: Employee only \$70 Employee + Spouse \$140 Employee + Children \$140 Employee + Family \$210	0	0	0	included in fixed fee	0				\$ 482,334.48	\$ 506,451.20	\$ 531,773.76	Monthly expenses from financials will be used on the monthly invoice. If actual expenses are less than this bid, MISD will be invoiced for the actual expenses plus 8% management fee.*
Primary Care services	\$ 3,002,160.00	\$ 3,002,160.00	\$ 3,002,160.00	included in membership	\$ 987,000.00	\$ 987,000.00	\$ 987,000.00	included in fixed fee	\$ 1,415,546.00	\$ 1,486,323.00	\$ 1,560,639.00	5% increase: Acute and primary care are bucketed together;	\$ 101,942.64	\$ 107,039.77	\$ 112,391.76	Monthly expenses from financials will be used on the monthly invoice. If actual expenses are less than this bid, MISD will be invoiced for the actual expenses plus 8% management fee.*
Biometrics with on-site screenings	0	0	0	included in membership	0	0	0	included in fixed fee	0	0	0	Only charge for mass screenings/\$70 per members for mass screening events	\$ 63,261.75	\$ 66,424.84	\$ 69,746.08	Estimate 5% price increase over previous year.
Drug screen	0	0	0	\$0 to administer vaccine, supplies cost varies per vaccine and will be charged as a pass-through cost	0	0	0	included in fixed fee	0	0	0	Variable on drugs screened	\$ 51,000.00	\$ 53,550.00	\$ 56,227.50	Per test price. Assumption: Not full occupational health or DOT drug screening, but only for employee accident or suspicious cause. <b>Inhouse. waived test only, no send out lab.</b>
Vaccinations	0	0	0	\$0 to administer vaccine, supplies cost varies per vaccine and will be charged as a pass-through cost	0	0	0	Flu and TDAP included in fixed fee. Other vaccines passed through at cost.	0	0	0	Varies per type of vaccine	\$ 20,850.00	\$ 21,892.50	\$ 22,987.13	Estimate 5% price increase over previous year.
Cost of copays to employees	0	0	0	included in membership	0	0	0	TBD by Midlands ISD. Any copays charged to the employees would be credited back to Midland ISD.	0	0	0	MISD sets this price point	\$ 42,500.00	\$ 42,500.00	\$ 42,500.00	\$10 for acute visits. Preventative Care \$-0 copay.
Pass-through cost associated with the facility	0	0	0	included in membership	\$ 64,800.00	\$ 64,800.00	\$ 64,800.00	estimate based on 3,000 adult members at \$1.50 per member per month passthrough. Pass-through cost for start-up equipment and supplies TBD based on site selection.	\$ 79,200.00	\$ 83,160.00	\$ 87,318.00	Lease estimate/5% yearly increase	\$ 335,000.00	\$ 335,000.00	\$ 335,000.00	based on actual current cost
	\$ 3,002,160.00	\$ 3,002,160.00	\$ 3,002,160.00		\$ 1,081,800.00	\$ 1,081,800.00	\$ 1,081,800.00		\$ 1,600,346.00	\$ 1,569,483.00	\$ 1,647,957.00		\$ 1,096,888.87	\$ 1,132,858.31	\$ 1,170,626.23	

**Scoresheet  
Request for Proposal**

**# 23-445 Addendum 1 - On-site/Near Site Clinic**

Supplier	Rank	Score	Standard Evaluation Criteria								
			1. The Purchase Price	2. The reputation of the Vendor and the Vendors goods or services	3. The quality of the Vendor's goods or services.	4. The extent to which the goods or services meet District's needs.	5. The Vendor's past relationship with the district.	6. The impact on the ability of the district to comply the laws and rules relating to history	7. Total Long-Term Costs	8. Contract for Goods and Services	9. Other Relevant Factors
		100	35.00	15.00	20.00	20.00	5.00	0.00	0.00	0.00	5.00
Frontier Health LLC	1	76.25	13.00	15.00	19.50	20.00	3.75	0.00	0.00	0.00	5.00
Proactive MD	2	61.25	35.00	10.00	6.75	7.00	0.50	0.00	0.00	0.00	2.00
Premier Physicians	3	59.25	33.00	10.00	6.25	6.50	2.25	0.00	0.00	0.00	1.25
Marathon Health	4	50.00	24.00	5.00	9.00	8.75	1.25	0.00	0.00	0.00	2.00
		61.69	26.25	10.00	10.38	10.56	1.94	0.00	0.00	0.00	2.56





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of RFP # 23-447 CNS Kitchen Equipment

**Consent Item**

**Financial Impact**

Estimated Expenditures: \$ 221,218.04 – Federal Funds

Pueblo Hotel Supply \$ 60,504.59

Trex Restaurant Equipment \$ 160,713.45

Term of contract – One-year contract with no options to extend with a 30-day cancellation notice

**Strategic Plan Goals/ Board Academic Goals**

Goal 3, Initiative 2

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Recommendation**

The committee for this RFP is recommending award to the following vendors, the vendors providing the best value to the district.

<b>Supplier(s)</b>
Pueblo Hotel Supply
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange, Inc)

The award of this RFP is for line items: A, B, D, G, H, I, and J. The remaining line items will be rebid at a later time.

**Motion**

Approve as presented

**Contact Person**

Cortney Smith, Chief of Facilities and Operations

**Enclosure**



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

Bid Tabulation, Scoresheet and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP # 23-447 Addendum 1	<b>Organization</b>
<b>Event Title</b>	CNS Kitchen Equipment	<b>Workgroup</b>
<b>Event Description</b>		<b>Event Owner</b>
<b>Event Type</b>	RFP	<b>Email</b>
<b>Issue Date</b>	4/16/2024 08:00:02 AM (CT)	<b>Phone</b>
<b>Close Date</b>	5/28/2024 02:00:00 PM (CT)	<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Pueblo Hotel Supply	Pueblo	CO	5/20/2024 11:58:03 AM (CT)	12	\$237,654.99
Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	Amarillo	TX	5/28/2024 01:26:22 PM (CT)	13	\$325,338.41

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

**Price Analysis**

<b>1</b>	<b>Equivalent items or products</b>							
<b>2</b>	<b>A. Provide two (2) each garbage disposal Insinkerator or Salvajor with positive flush control panel OR APPROVED EQUAL TO; Verify existing conditions to provide proper adapter kits; Electrical: 208/60/3</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	2	EA	\$2,935.35	\$5,870.70			
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	2	EA	\$5,101.17	\$10,202.34			
<b>3</b>	<b>B. Provide three (3) each two-door reach-in freezer Traulsen model R LT 232WUT. OR APPROVED EQUAL TO. Stainless Steel two-section 51.6 cu. ft. solid door reach-in freezer, stainless steel interior and</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	3	EA	\$22,290.65	\$66,871.95			
	Pueblo Hotel Supply	3	EA	\$23,400.45	\$70,201.35			
<b>4</b>	<b>C. Provide two (2) each stacked double convection oven Montague Vectaire full-size, double deck electric Model: M 2EK12A (three 3.744-kW heating elements grouped in one set) OR APPROVED EQUAL</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes / Alternate Description</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	2	EA	\$0.00	\$0.00			
	[ALT1] Pueblo Hotel Supply	2	EA	\$9,931.49	\$19,862.98	Imperial (Middleby) Model No. PCVE-2Conv Imperial (Middleby) PCVE-2		
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	2	EA	\$14,093.00	\$28,186.00			
<b>5</b>	<b>D. Provide seven (7) each ice maker Hoshizaki model KMD-410MAJ OR APPROVED EQUAL TO air cooled with ice production of 418 pounds at 70° F air and 50°F water and 147 pounds production at 90° F</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	7	EA	\$4,969.38	\$34,785.66			
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	7	EA	\$5,286.81	\$37,007.67			
<b>6</b>	<b>E. Provide stacked double convection oven Montague HX2-63A or OR APPROVED EQUAL TO: 4-inch low profile casters; stainless steel solid back panel and both sides; gas manifold for double sections;</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes / Alternate Description</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
	[ALT1] Pueblo Hotel Supply	1	EA	\$12,870.79	\$12,870.79	Zephair Convection Oven, gas, double-dec Blodgett (Middleb ZEPH-200-G-ES DB		
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$15,274.76	\$15,274.76			
<b>7</b>	<b>F. Provide six burner range Montague model 36-5 or Groen OR APPROVED EQUAL with open front cabinet base with the following options: 6 each natural gas burners 30,000 BTU/Hr Each, Total 180,000</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	1	EA	\$7,206.10	\$7,206.10			
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$11,891.34	\$11,891.34			
<b>8</b>	<b>G. Provide three (3) each two-door reach-in refrigerators Traulsen RHT232NUT-FHS OR APPROVED EQUAL TO stainless steel exterior and interior. 46.02 Cu Ft capacity, 52 ¼ inches length by 35 ½ inches</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	3	EA	\$18,185.03	\$54,555.09			
	Pueblo Hotel Supply	3	EA	\$19,071.00	\$57,213.00			
<b>9</b>	<b>H. Provide single-door reach-in freezer Traulsen model RLT132WUT-FHS. OR APPROVED EQUAL TO, one-section, 23 cu. ft. capacity, self-contained refrigeration, stainless exterior &amp; interior, standard</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$16,700.49	\$16,700.49			
	Pueblo Hotel Supply	1	EA	\$17,452.80	\$17,452.80			
<b>10</b>	<b>I. Provide two-door pass-through warmer Traulsen model RHF232WP-HHS, OR APPROVED EQUAL TO with the following options: Stainless Steel Exterior and Interior, Standard operating temperature</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$22,585.92	\$22,585.92			
	Pueblo Hotel Supply	1	EA	\$25,077.15	\$25,077.15			
<b>11</b>	<b>J. Provide brazing pan with power tilt, Groen model BPP-30 EC OR APPROVED EQUAL TO; 30-gallon capacity, 10" deep pan, 38" pan height, IPX6 water-rated electronic Classic controls, power tilt,</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	1	EA	\$19,848.23	\$19,848.23			
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$22,143.92	\$22,143.92			
<b>12</b>	<b>K. Provide stacked double convection oven Montague HX2-63A or OR APPROVED EQUAL TO: 4-inch low profile casters; stainless steel solid back panel and both sides; gas manifold for double sections;</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes / Alternate Description</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
	[ALT1] Pueblo Hotel Supply	1	EA	\$12,870.79	\$12,870.79	Zephair Convection Oven, gas, double-dec Blodgett (Middleb ZEPH-200-G-ES DB		
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$15,274.76	\$15,274.76			
<b>13</b>	<b>L. Provide Combi Oven Eloma Model K12-MULTIMAX 6-11 2AG, or approved equal; (School Package) Multimax Combi Oven/Steamer, gas, boiler less, countertop, pan capacity (6) 18" x 26" full size sheet</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes / Alternate Description</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Pueblo Hotel Supply	1	EA	\$0.00	\$0.00			
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$21,868.00	\$21,868.00			
	[ALT1] Pueblo Hotel Supply	1	EA	\$36,370.28	\$36,370.28	Combi Oven Steamer, gas, boilerless, (14) 1 Blodgett (Middleb BX-14G SGL		
<b>14</b>	<b>M. Provide Chloramine Reduction Reverse Osmosis System, to be installed with Combi Oven (item L), 16-Gallon atmospheric storage tank, integrated dual/parallel prefilters for particulate &amp; chlorine</b>							
	<b>Supplier</b>	<b>QTY</b>	<b>UOM</b>	<b>Unit Price</b>	<b>Extended</b>	<b>Supplier Notes</b>	<b>Manufacturer</b>	<b>Manufacturer #</b>
	Trex Restaurant Equipment (Texas Restaurant Equipment Exchange Inc.)	1	EA	\$2,776.17	\$2,776.17			
	Pueblo Hotel Supply	1	EA	No Bid				

**Scoresheet  
Request for Proposal**

**# 23-447 Addendum 1 - CNS Kitchen Equipment**

Supplier	Rank	Score	Standard Evaluation Criteria								
			1. The Purchase Price	2. The reputation of the Vendor and the Vendors goods or services	3. The quality of the Vendor's goods or services.	4. The extent to which the goods or services meet District's needs.	5. The Vendor's past relationship with the district.	6. The impact on the ability of the district to comply the laws and rules relating to history	7. Total Long-Term Costs	8. Contract for Goods and Services	9. Other Relevant Factors
		100	35.00	10.00	30.00	20.00	5.00	0.00	0.00	0.00	0.00
Pueblo Hotel Supply	1	67.20	33.00	7.00	14.20	11.60	1.40	0.00	0.00	0.00	0.00
Trex Restaurant Equipment	2	65.40	31.00	3.00	17.00	12.40	2.00	0.00	0.00	0.00	0.00
		66.30	32.00	5.00	15.60	12.00	1.70	0.00	0.00	0.00	0.00





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Jessie Garcia, Executive Director of Talent Acquisition and Development

**Subject:** Approval of RFP # 23-459 Instructional Coaching Support, PLC Model, and Facilitation

### Consent Item

**Financial Impact**

Expenditures for all years: \$1,466,019.00 – Various Funding Sources

Year 1: \$523,345.00

Year 2: \$471,337.00

Year 3: \$471,337.00

Term of contract – Contract period shall be for three complete academic school years with option to “opt-out” of year two and/or three based on either mutual consent of all parties and/or availability of district funds.

**Strategic Plan Goals/ Board Academic Goals**

Goal 3, Initiative 2

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Recommendation**

The committee for this RFP is recommending award to the following vendor, the vendor providing the best value to the district.

<b>Suppliers</b>
Array Education, Inc.

**Motion**

Approve as presented

**Contact Person**

Jessie Garcia, Executive Director of Talent Acquisition and Development

**Enclosure**

Bid Tabulation, Scoresheet, and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP # 23-459	<b>Organization</b>
<b>Event Title</b>	Instructional Coaching Support, PLC Model, and Facilitation	<b>Workgroup</b>
<b>Event Description</b>		<b>Event Owner</b>
<b>Event Type</b>	RFP	<b>Email</b>
<b>Issue Date</b>	4/23/2024 08:00:02 AM (CT)	<b>Phone</b>
<b>Close Date</b>	5/14/2024 02:00:00 PM (CT)	<b>Fax</b>

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
SNVA LLC	Waldrof	MD	5/14/2024 07:25:31 AM (CT)	4	\$74,181.31
One-Fourth Consulting, LLC (JG Consulting)	San Antonio	TX	5/13/2024 01:33:38 PM (CT)	3	\$224,400.00
Zia Learning	Willowbrook	IL	5/14/2024 08:39:42 AM (CT)	4	\$256,500.00
EduLogic Group, LLC	Clayton	DE	5/14/2024 12:34:57 PM (CT)	4	\$272,700.00
The Rensselaerville Institute (CLARKE)	Lynbrook	NY	5/14/2024 01:02:03 PM (CT)	4	\$325,000.00
Big Rock Educational Services	Dallas	TX	5/14/2024 11:05:49 AM (CT)	4	\$338,938.00
First Educational Resources LLC	Winneconne	WI	5/13/2024 08:45:36 AM (CT)	4	\$425,000.00
Region 18 Education Service Center	Midland	TX	5/10/2024 10:38:43 AM (CT)	4	\$608,000.00
Relay Graduate School of Education	San Antonio	TX	5/14/2024 11:24:59 AM (CT)	2	\$613,755.00
Lead Your School (Blue Daisy Consulting, LLC d/b/a Lead Your School)	Midland	TX	5/12/2024 09:40:01 AM (CT)	4	\$854,500.00
Insight Education Group	Eagan	MI	5/14/2024 11:47:02 AM (CT)	4	\$1,077,750.00
Fair One Holding	Apollo Beach	FL	5/13/2024 12:48:06 PM (CT)	4	\$1,189,850.00
TNTP, Inc.	New York	NY	5/14/2024 12:54:01 PM (CT)	4	\$1,352,382.00
Array Education, Inc.	New York	NY	5/14/2024 08:27:10 AM (CT)	4	\$1,466,019.00
Children's Literacy Initiative	Philadelphia	PA	5/14/2024 01:09:42 PM (CT)	4	\$1,620,155.00

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.



**Scoresheet**  
**Request for Proposal**  
**RFP # 23-459 - Instructional Coaching Support, PLC Model, and Facilitation**

Supplier	Rank		Standard Evaluation Criteria							
	Score		1. The Purchase Price	2. The reputation of the Vendor and the Vendors goods or services	3. The quality of the Vendor's goods or services.	4. The extent to which the goods or services meet District's needs.	5. The Vendor's past relationship with the district.	6. The impact on the ability of the district to comply the laws and rules relating to history	7. Total Long-Term Costs	8. Other Relevant Factors
	100		30.00	5.00	10.00	25.00	15.00	0.00	15.00	0.00
Array Education, Inc.	1	64.25	2.00	2.00	9.50	24.00	14.25	0.00	12.50	0.00
TNTP, Inc.	2	51.00	2.00	0.00	8.25	20.00	11.00	0.00	9.75	0.00
Region 18 Education Service Ce	3	48.00	10.00	5.00	6.00	12.00	7.75	0.00	7.25	0.00
Relay Graduate School of Educa	4	47.50	1.00	2.00	8.25	17.50	10.00	0.00	8.75	0.00
EduLogic Group, LLC	5	46.25	12.00	3.00	5.75	12.00	3.75	0.00	9.75	0.00
Big Rock Educational Services	6	44.25	11.00	2.00	6.50	13.75	2.50	0.00	8.50	0.00
SNVA LLC	7	42.00	26.00	0.00	5.00	6.50	0.25	0.00	4.25	0.00
Lead Your School	8	35.50	8.00	2.00	6.50	10.75	2.50	0.00	5.75	0.00
Zia Learning	9	34.00	11.00	1.00	5.25	9.50	0.75	0.00	6.50	0.00
The Rensselaerville Institute	10	32.50	7.00	3.00	4.75	9.50	2.25	0.00	6.00	0.00
Children's Literacy Initiative	11	29.00	2.00	0.00	5.50	12.25	3.25	0.00	6.00	0.00
One-Fourth Consulting, LLC	12	27.25	6.00	2.00	4.00	9.75	0.25	0.00	5.25	0.00
First Educational Resources LLC	13	26.00	6.00	0.00	5.00	7.75	1.50	0.00	5.75	0.00
Fair One Holding	14	25.25	2.00	0.00	5.25	11.25	1.50	0.00	5.25	0.00
Insight Education Group	15	20.50	2.00	0.00	4.25	8.50	1.75	0.00	4.00	0.00
	<b>38.22</b>		<b>7.20</b>	<b>1.47</b>	<b>5.98</b>	<b>12.33</b>	<b>4.22</b>	<b>0.00</b>	<b>7.02</b>	<b>0.00</b>





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Jessie Garcia, Executive Director of Talent Acquisition and Development

**Subject:** Approval of RFP # 23-460 Instructional Coaching Tools

**Consent Item**

**Financial Impact**

Expenditures for all years: \$415,314.00 – Various Funding Sources

Year 1: \$135,432.00

Year 2: \$136,530.00

Year 3: \$143,352.00

Term of contract – Contract period shall be for three complete academic school years with option to “opt-out” of year two and/or three based on either mutual consent of all parties and/or availability of district funds.

**Strategic Plan Goals/ Board Academic Goals**

Goal 3, Initiative 2

**Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

**Recommendation**

The committee for this RFP is recommending award to the following vendor, the vendor providing the best value to the district.

<b>Suppliers</b>
SchoolMint Inc.

**Motion**

Approve as presented

**Contact Person**

Jessie Garcia, Executive Director of Talent Acquisition and Development

**Enclosure**

Bid Tabulation, Scoresheet and Price Analysis

## Bid Tabulation

<b>Event Number</b>	RFP # 23-460	<b>Organization</b>
<b>Event Title</b>	Instructional Coaching Tool	<b>Workgroup</b>
<b>Event Description</b>		<b>Event Owner</b>
<b>Event Type</b>	RFP	<b>Email</b>
<b>Issue Date</b>	4/23/2024 08:00:02 AM (CT)	<b>Phone</b>
<b>Close Date</b>	5/14/2024 02:00:00 PM (CT)	<b>Fax</b>

<b>Responding Supplier</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
XCLAYMATION (COLLABORATORZ LLC)	Frisco	TX	5/14/2024 01:23:07 PM (CT)	3	\$126,550.00
IRIS Connect Inc.	Mountlake Terrace	WA	5/14/2024 01:31:54 PM (CT)	4	\$390,000.00
SchoolMint Inc	Lafayette	LA	5/14/2024 08:22:57 AM (CT)	4	\$415,314.00
Lead Your School (Blue Daisy Consulting, LLC d/b/a Lead Your School)	Midland	TX	5/11/2024 12:46:31 PM (CT)	4	\$507,000.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**

**Price Analysis**

Description	XCLAYMATION (COLLABORATORZ LLC)		IRIS Connect Inc		SchoolMint Inc.		Lead Your School (Blue Daisy Consulting, LLC d/b/a Lead Your School)	
	Price	Comment	Price	Comment	Price	Comment	Price	Comment
July 2024 Orientation for district coaches and leaders.	\$ -		\$ -	All trainings and district orientations are included in price of user licenses. IRIS Connect's implementation team will conduct an initial consultation to build a deep understanding of your requirements and work with you to develop an implementation plan, deliver training to staff, and coordinate further support.	\$ 5,400.00	In our written proposal, this cost is included in Yr 1, but it has been broken out separately here.	\$ 10,000.00	
Year 1: Provide all-inclusive pricing described on Page 1 and 2 under service requirements. Please provide detailed pricing for each item.	\$ 83,350.00	Azure storage cost + 10% service fee is excluded. The storage cost will vary based on the content size. The estimate is based on ten sixty-minute training sessions, five in-person and five online sessions.	\$ 130,000.00	User Licenses are priced at \$100 per user/per year. We are offering an exclusive 35% discount on User Licenses to Midland ISD. Special pricing will be set at \$65 per user, per year up to 2,000 users. This is all inclusive pricing for platform licenses, full access to the IRIS Connect Web Platform, IRIS Connect app for mobile use, technical installation support, email, chat and phone support, and secure data management.	\$ 130,032.00	In our written proposal, Yr 1 includes the \$5,400 worth of training/orientation but it has been broken out here.	\$ 199,000.00	Please see the breakdown/details of the training and subscription in the narrative included in our RFP response.
Year 2: Provide all-inclusive pricing described on Page 1 and 2 under service requirements. Please provide detailed pricing for each item	\$ 21,600.00	Azure storage cost + 10% service fee is excluded. The storage cost will vary based on the content size. No training cost is excluded.	\$ 130,000.00	User Licenses are priced at \$100 per user/per year. We are offering an exclusive 35% discount on User Licenses to Midland ISD. Special pricing will be set at \$65 per user, per year up to 2,000 users. This is all inclusive pricing for platform licenses, full access to the IRIS Connect Web Platform, IRIS Connect app for mobile use, technical installation support, email, chat and phone support, and secure data management.	\$ 136,530.00		\$ 159,000.00	Please see the breakdown/details of the training and subscription in the narrative included in our RFP response. Overall cost is less in the second year because the number of people to be trained would be reduced as personnel return.
Year 3: Provide all-inclusive pricing described on Page 1 and 2 under service requirements. Please provide detailed pricing for each item	\$ 21,600.00	Azure storage cost + 10% service fee is excluded. The storage cost will vary based on the content size. No training cost is excluded.	\$ 130,000.00	User Licenses are priced at \$100 per user/per year. We are offering an exclusive 35% discount on User Licenses to Midland ISD. Special pricing will be set at \$65 per user, per year up to 2,000 users. This is all inclusive pricing for platform licenses, full access to the IRIS Connect Web Platform, IRIS Connect app for mobile use, technical installation support, email, chat and phone support, and secure data management.	\$ 143,352.00		\$ 139,000.00	Please see the breakdown/details of the training and subscription in the narrative included in our RFP response. Overall cost is less in the second year because the number of people to be trained would be reduced as personnel return.
	\$ 126,550.00		\$ 390,000.00		\$ 415,314.00		\$ 507,000.00	

**Scoresheet**  
**Request for Proposal**  
**RFP # 23-460 - Instructional Coaching Tool**

Supplier	Rank		Standard Evaluation Criteria							
	Rank	Score	1. The Purchase Price	2. The reputation of the Vendor and the Vendors goods or services	3. The quality of the Vendor's goods or services.	4. The extent to which the goods or services meet District's needs.	5. The Vendor's past relationship with the district.	6. The impact on the ability of the district to comply the laws and rules relating to history	7. Total Long-Term Costs	8. Other Relevant Factors
		100	30.00	5.00	10.00	25.00	15.00	0.00	15.00	0.00
SchoolMint Inc	1	72.00	15.00	3.00	9.00	23.00	11.25	0.00	10.75	0.00
XCLAYMATION	2	41.50	23.00	2.00	4.00	6.25	0.75	0.00	5.50	0.00
IRIS Connect Inc.	3	30.50	7.00	2.00	5.75	9.25	0.75	0.00	5.75	0.00
Lead Your School	4	28.50	9.00	0.00	4.00	7.50	1.75	0.00	6.25	0.00
		43.13	13.50	1.75	5.69	11.50	3.63	0.00	7.06	0.00





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented by:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of RFP # 23-468 Bunche Site 2

### Consent Item

#### **Financial Impact**

Midland ISD will be accepting a cash offer of \$40,500.00 for this property and is requesting approval from the board to negotiate the sale of this land.

#### **Board Goals/ Strategic Plan Goals**

Goal 3, Initiative 2

#### **Executive Summary**

Pursuant to 44.031 of the Texas Education Code (TEC) contracts or expenditures valued at \$50,000 or more in the aggregate for each 12-month period shall be competitively procured to provide the best value for the district.

#### **Recommendation**

On April 26, 2024, MISD issued RFP # 23-468 Bunche Site 2. It was advertised on April 26, 2024, and May 3, 2024. Six hundred thirty-two (632) invitations were issued. One (1) investor submitted a proposal. The proposals were opened at 2:00 P.M. CST on May 10, 2024.

Administration is recommending the sale of this Midland ISD property to Mid-Town A/C and Heating, LLC

#### **Motion**

Approve as presented

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

#### **Enclosure**

Bid Tabulation, Proposal, and Area Map

# BUNCHE ELEMENTARY



- Site 2
- Acres: 0.487 AC
- Planned Use: None
- Market Value: \$42,420
- Property ID: R000032882
- Recommended List Price: \$40,000

# Bid Tabulation

**Event Number** RFP # 23-468  
**Event Title** Bunche Site 2  
**Event Description**  
**Event Type** RFP  
**Issue Date** 4/26/2024 08:00:00 AM (CT)  
**Close Date** 5/10/2024 02:00:00 PM (CT)

**Organization**  
**Workgroup**  
**Event Owner**  
**Email**  
**Phone**  
**Fax**

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Mid-Town A/C & Heating,LLC	Midland	TX	5/2/2024 08:12:09 AM (CT)	1	\$40,500.00



**RFP # 23-468**  
**Mid-Town A/C & Heating,LLC**  
**Supplier Response**

**Event Information**

Number: RFP # 23-468  
Title: Bunche Site 2  
Type: Request for Proposal  
Issue Date: 4/26/2024  
Deadline: 5/10/2024 02:00 PM (CT)

**Contact Information**

Contact: Purchasing Department  
Address: 7th Floor  
615 W. Missouri Ave  
Midland, TX 79701  
Phone: (432) 240-1960  
Email: [contracts@midlandisd.net](mailto:contracts@midlandisd.net)

## Mid-Town A/C & Heating,LLC Information

Contact: Mark A. Garcia  
Address: P.O. Box 4295  
Midland, TX 79704  
Phone: (432) 770-8826  
Email: midtownheatac@gmail.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Mark A. Garcia  
*Signature*

midtownheatac@gmail.com  
*Email*

Submitted at 5/2/2024 08:12:09 AM (CT)

## Bid Attributes

1 The land and all obligations of said property will be transferred at the time of the sale.

Acknowledge

## Bid Lines

1 Bunche Elementary Site 2 (Parcel ID: R000032882)

The land and all obligations of said property will be transferred at the time of the sale.

Please indicate method of payment:

- Cash
- Financing – submit approval letter from the bank. Failure to submit will disqualify your submission.
- 1031 Exchange

*Seller is responsible for all brokerage fees, not Buyer.*

Quantity:   1   UOM:   EA   Unit Price:  Total:

Item Notes: **(Starting bids is \$40,000)**

**Response Total: \$40,500.00**

W. Approval of RFQ # 23-473 Construction Material Testing (CMT) Services Pool of Providers for the 2023 Bond Program

471



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of RFQ #23-473 Construction Materials Testing (CMT) Services Pool of Providers for the 2023 Bond Program

### Consent Item

**Financial Impact**

Cost of services dependent upon assigned Bond Package.

**Strategic Plan Goals/Board Academic Goals**

Student Experience – Create learning environments that prepare students for meaningful opportunities post-graduation.

**Executive Summary**

Pursuant to 2254.003 of the Texas Government Code, professional services, such as architecture and engineering, must be selected on the basis of demonstrated competence and qualifications to perform the services. After the selection of a professional service provider based on qualifications, the District may negotiate a fair and reasonable fee for the services.

**Recommendation**

The Evaluation Committee is recommending approval of RFQ #23-473 Construction Materials Testing (CMT) Services pool of providers for the 2023 Bond Program.

Vendors	
Atlas Technical Consultants	Beyond Engineering and Testing, LLC
MEG Engineers	Professional Service Industries (Intertek)
Terracon, Inc.	

**Motion**

Approve as presented.

**Contact Person**

Cortney Smith, Chief of Facilities and Operations

**Enclosure**

Bid Tabulation

## Bid Tabulation

<b>Event Number</b>	RFQ # 23-473
<b>Event Title</b>	Construction Material Testing (CMT) Services for the 2023 Bond Program
<b>Event Description</b>	
<b>Event Type</b>	RFQ
<b>Issue Date</b>	5/7/2024 04:05:01 PM (CT)
<b>Close Date</b>	5/28/2024 02:00:00 PM (CT)

<b>Organization</b>
<b>Workgroup</b>
<b>Event Owner</b>
<b>Email</b>
<b>Phone</b>
<b>Fax</b>

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Atlas Technical Consultants LLC	Midland	TX	5/28/2024 10:46:29 AM (CT)	0	\$0.00
Beyond Engineering and Testing, LLC	Midland	TX	5/28/2024 10:41:53 AM (CT)	0	\$0.00
Millennium Engineers Group, Inc.	Odessa	TX	5/28/2024 01:20:03 PM (CT)	0	\$0.00
Professional Service Industries	San Antonio	TX	5/28/2024 01:11:11 PM (CT)	0	\$0.00
Terracon (Terracon Consultants, Inc.)	Midland	TX	5/21/2024 03:31:59 PM (CT)	0	\$0.00

**Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.**



**Midland Independent School District  
Proposal Evaluation Sheet**

Construction Inspection/Testing Pool

4 June, 2024

Offeror	0-25	0-25	0-20	0-10	0-15	0-5	Overall Score
	FIRM qualifications for the same types of PROJECTS	INDIVIDUAL qualifications for the same types of PROJECTS	RESOURCE availability / capacity	Responsiveness of RFQ submission	Past relationship / local experience	References	
Atlas Technical Consultants	24	21	19	9	10	5	88
Beyond Engineering and Testing, LLC	24	22	18	9	15	5	93
MEG Engineers	23	22	17	7	14	5	88
Professional Service Industries (Intertek)	22	21	17	8	11	5	84
Terracon	24	21	19	9	15	5	93

X. Approval of Construction Materials Testing Services for Package 1: New Elementary School as part of the 2023 Bond Program

475



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Construction Materials Testing Services for Package 1: New Elementary School as part of the 2023 Bond Program

### Consent Item

#### **Financial Impact**

Fee to be negotiated based on scope of work necessary to provide comprehensive professional construction materials testing services for Package 1: New Elementary School. Funding for construction materials testing services is included in the 2023 Bond Program budget.

#### **Strategic Plan Goals/Board Academic Goals**

Student Experience – Create learning environments that prepare students for meaningful opportunities post-graduation.

#### **Executive Summary**

Pursuant to 2254.003 of the Texas Government Code, professional services, such as architecture and engineering, must be selected on the basis of demonstrated competence and qualifications to perform the services. After the selection of a professional service provider based on qualifications, the District may negotiate a fair and reasonable fee for the services.

#### **Recommendation**

Recommend approval of Beyond Engineering and Testing, LLC for construction materials testing services for Package 1: New Elementary School as part of the 2023 Bond Program.

Beyond Engineering and Testing, LLC was selected from the previously approved pool of providers to perform construction materials testing services for Package 1: New Elementary School based on their qualifications and history of quality work performed in the area.

#### **Motion**

Approve as presented.

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

#### **Enclosure**

Bid Tabulation

Y. Approval of Geotechnical Service Firm for Package 5: Middle School Group B  
Associated with the 2023 Bond Program and Authorization to Execute an Agreement

477



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Cortney Smith, Chief of Facilities and Operations

**Subject:** Approval of Geotechnical Service Firm for Package 5: Middle School Group B Associated with the 2023 Bond Program and Authorization to Execute an Agreement

### Consent Item

#### **Financial Impact**

Fee to be negotiated based on the scope of work necessary to provide comprehensive professional geotechnical services for Package 5: Middle School Group B - 2023 Bond Program. Funds for geotechnical services are included within the 2023 Bond Program budget.

#### **Strategic Plan Goals/Board Academic Goals**

Student Experience – Create learning environments that prepare students for meaningful opportunities post-graduation.

#### **Executive Summary**

Pursuant to 2254.003 of the Texas Government Code, professional services, such as architecture and engineering, must be selected based on demonstrated competence and qualifications to perform the services. After the selection of a professional service provider based on qualifications, the District may negotiate a fair and reasonable fee for the services.

Terracon Inc. was selected from the previously pool of qualified firms to perform geotechnical services for this Package based on their qualifications and history of quality work performed in the area. Terracon Inc will also be providing geotechnical services for Package 3: Elementary Group A and Package 4: Middle School Group A. Having Terracon Inc. provide geotechnical services will allow seamless transfer of necessary information and data within design teams.

#### **Recommendation**

Recommend approval of Terracon Inc. for geotechnical services for Package 5: Middle School Group B – 2023 Bond Program.

#### **Motion**

Approve as presented.

#### **Contact Person**

Cortney Smith, Chief of Facilities and Operations

#### **Enclosure**

N/A

14. Information Items  
A. Board Committee Monthly Report



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** May 7, 2024  
**Presented By:** Board of Trustees  
**Subject:** Board Committee Report

### Report Only Item

#### **Board Goal(s)**

Strategic Plan Goal #4

#### **FINANCE COMMITTEE MEETING**

On May 7, 2024, the Midland ISD Board Finance Committee met. The following summarizes the agenda of the meeting:

#### **Update on Current 2023-2024 Budget**

The committee discussed the current fiscal year 2023-24 budget projections for year-end. Projected revenues are \$420,736,074, including recapture factored in and \$330,663,648 without recapture. Estimated expenditures are \$419,995,129, including recapture, and \$329,922,703 without recapture. The main reason to look at the net revenue and expenditure, not including recapture, is due to that amount being required to be taken off the top leaving the district a net amount that we have the discretion on to distribute throughout the organization. The current forecast anticipates concluding the 2023-24 fiscal year with a surplus of \$740,945; however, that could change as we try to address needs for next year in this year's budget, given the financial status moving forward without the formula transition grant (FTG).

End-of-year projections for the Child Nutrition fund anticipate that 50% of the budget will cover total expenses, 44% will constitute total revenue, and the 6% difference will be made up by fund balance. This was planned to dip into the CNS fund balance due to the requirement of only having up to three months' worth of expenditures in fund balance. The district actively monitors fund activity to ensure compliance with the established fund and will also remain the case moving into the next fiscal year, and we will ensure we're spending down the funds appropriately to remain in compliance along with addressing needs that are allowable to be funded by child nutrition funds.



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

### **Preliminary Values for Tax Year 2024 and Federal Funds Planning Amount/Comparison with Current Year**

The committee examined the comparison of the M&O tax rate between 2023-2024 and 2024-2025, noting a forthcoming increase of one penny to the M&O rate in order to get the additional golden penny; however, the overall tax rate will not increase due to the slight reduction on the I&S side. Student membership is projected to increase to 29,238 with a 93% attendance rate. As of April 30th, the district received preliminary property values indicating a decrease of 1.76% compared to the 2023 tax year. This is mainly due to the price of natural gas being down; however, in the graph showing the comparison between preliminary values, verified values and the October tax roll it indicates the preliminary values have historically been a conservative estimate.

In the current fiscal year, Federal ESSER funding amounts to a total of \$13,960,742, whereas in the future fiscal year, the district anticipated only having \$2,686,925 remaining to spend before the expiration date of September 30th, 2024. Additionally, Federal ESSA Title funding for 2023-2024 totals \$9,008,367, decreasing to \$8,557,948 in the next fiscal year; however, these are conservative planning estimates since the district has yet to receive planning amounts from TEA, which should be distributed in early June. The Formula Transition Grant, totaling \$43,337,649 in the current year, will no longer be available in the upcoming fiscal year. Furthermore, the Midland County Grant, which was a five-year grant allocated of \$5 million, has a remaining available balance of \$1,722,122 for the current fiscal year to spend until April 9th, 2024 on safety-related items.

Property value estimates have been provided, spanning from 2013 to 2024. Discussions with the Midland County Appraisal District indicate a decrease attributed to declining natural gas prices. The historical tax rates were reviewed from 2013 to 2024 and show a downward trend beginning in 2018. Currently, the tax rate stands at 87.7 cents and is projected to remain unchanged for tax year 2024. Recapture payments, which MISD fell into owing starting during the 2013-2014 fiscal year has a total estimate of \$992,072,426 to be paid back to the state since 2013-2014. This amount includes an estimated \$90,072,426 for 2023-2024, and \$79,802,717 for 2024-2025.

Upon reviewing the capital projects completed in the current year from both the general fund and the local capital projects fund total cost amounted to \$8,150,945. These projects encompassed a range of endeavors, including asbestos abatement, bathroom renovations, elevator installations, fencing, flooring upgrades, parking lot improvements, playground enhancements, HVAC projects, turf installations, procurement of equipment and furniture, gym refurbishments, irrigation system installations, landscaping efforts, installation of jump pads, roof repairs, and security enhancements.



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

### **Update on 2024-2025 Budget**

The budget assumptions of 2024-2025 consist of the loss of the formula transition grant and end of ESSER Funding on September 30, 2024. The projected enrollment was 29,238, with a projected ADA of 26,568 and a projected attendance rate of 93%. In addition to the proposed employee salary increase of 2% which will come before the board at the May meeting, network switch refresh for \$1,000,000, tax collection & assessment of an 8 % increase, rotation plan refresh for maintenance of \$2,864,318, one time facility upgrade of \$7,538,775, property insurance increase of 20% percent, health insurance increase of 19%, technology refresh of \$3,995,355, and police department securities of \$557,500. While we're currently assuming a 20% increase in property insurance, after speaking with our broker, they think the cost increase will be around 10 - 15%.

Within the proposed budget are several essential one-time facility improvements. This will include installation of a marquee, modernization of elevators, installation of irrigation backflow prevention systems, implementation of new irrigation systems, enhancements to landscaping, installation of fencing, implementation of Reverse Osmosis (RO) systems, installation of emergency backup lighting, insulation of HVAC systems on the roof, installation of HVAC isolation valves, replacement of boilers, installation of plumbing isolation valves, replacement of exterior doors, upgrade of electrical panels, installation of technology generators, provision of hand washing stations, and replacement of plumbing systems. Additionally, items included in the rotation plan refresh consist of Vinyl Composition Tile (VCT) replacement, carpet replacement, furniture refreshment, replacement of corridor flooring, and improvements to playgrounds.

The current fund balance stands at \$230,091,823 as of the end of last fiscal year, with a total of \$219,944,821 when excluding nonspendable or restricted funds. This balance is allocated as follows: 47% unassigned, 24% assigned to the formula transition grant, 15% assigned to construction projects, 9% designated for equipment and capital expenses, and 4% restricted to SB 1882 initiatives.

The total State/Local Maintenance and Operations (M&O) rate revenue per Average Daily Attendance (ADA) from the 2016-2017 fiscal year to the estimated 2024-2025 amounts were discussed. Starting with the 2019-2020 fiscal year, the district received the formula transition grant, implemented during the 86th legislative session to ensure all districts would receive an increase of at least 3% in funding per student. However, with the expiration of the formula transition grant, the estimated revenue for the 2024-2025 fiscal year has decreased significantly, as shown on slide 17.

The committee discussed the comparison between the 2023-24 & 2024-25 budget allocations, which indicated no change in the allocation amount per student provided to all campuses per-pupil from the October snapshot. The finance department has and will continue to monitor the overall budget for campuses to ensure they're able to meet students needs; however, they will



# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

start reviewing these allocations starting early next fiscal year in preparation for the 2025-2026 fiscal year.

The committee reviewed the 2024-25 projected revenues at \$368,337,891 with recapture factored in and \$288,535,174 without recapture. 83% of the property taxes make up the overall revenue, excluding recapture, compared to the different revenue streams. The projected expenditures, including recapture, amount to \$415,469,473 and \$335,666,756 without recapture. The difference in the expenditures is that recapture makes up 19.2% of the overall expenses. The current projected revenues & expenditures for 2024-25 overall net difference is a deficit of \$47,131,582 due to the loss of the formula transition grant. The finance department has reviewed each line item to ensure that amounts are budgeted correctly and that historical data has also been used to budget each department and campus accurately. Deficit budgets are being seen statewide; however, MISD is noticing a revenue shortfall of slightly more than some due to the expiration of the formula transition grant. As previously stated, the district fund balance is sufficient and has earmarked a portion directly related to the transition from FTG due to the Board of Trustees' foresight for the transition away from the additional funds.

The projected budget for Child Nutrition Services in the 2024-2025 fiscal year was discussed. It revealed projected revenues of \$15,773,760 and expenditures of \$15,773,760, which indicate a balanced budget for the 2024-2025 fiscal year.

The projected outstanding bond principal and interest for 2024-25 includes 5 bond series broken down in principal and interest amounts. The bonds cover Series 2015 to Series 2024 with a total of \$1,713,853,855. The revenue for Debt Service for the proposed budget is estimated to be \$100,961,717 and expenditures to be \$100,961,717. The amount discussed shows a balanced budget for the 24-25 fiscal year and will allow the district to continue paying off debt aggressively. The Board of Trustees passed a resolution back in September to defease a large portion of the existing debt before Series 2024 and we plan to finalize the defeasance in August 2024. Once we get closer to finalizing the amount the district can defease, we will update the board and provide how much it will save tax payers by paying off the debt sooner.

Board Members and Staff Present: Committee Chair - Bryan Murry, Board President- Tommy Bishop, Trustee- Brandon Hodges, Superintendent - Dr. Stephanie Howard, Deputy Superintendent - Robert Cedillo, Chief of Human Capital Management - Brandon Reyes, Executive Director of Finance - Julia Willett-Weekly, Budget Coordinator - Jacqueline Aguirre, Executive Assistant - Shelley Martin

Board Members Absent: Board Secretary- Sara Burleson

Staff Presenter: Tucker Durham, Chief Financial Officer



# Midland Independent School District

---

## BOARD OF TRUSTEES AGENDA

---

### **FOUNDATION COMMITTEE MEETING**

On May 9, 2024, the Midland ISD Board Foundation Committee met. The following summarizes the agenda of the meeting:

#### **Board Goal(s)**

The Education Foundation is mindful of the Board Goals and strives to support the goals within the Foundation's programs to enhance academics and learning at all campuses.

#### **Executive Summary**

The Education Foundation has a 21 member board of directors made up of Midland community members.

- President's Report - Brian Stubbs
  - Summer committee meetings
- Superintendent's Report - Stephanie Howard
  - MISD staffing update
  - Student Achievements
  - Attendance Zone
  - Student Transfers
- MISD Trustee report - Michael Booker
- Director Report - Anita Gamertsfelder
  - Recap of Shining Stars Breakfast and Star Patrol
  - MISD Honor Teachers
  - Presenting to MISD teachers at Convocation and Elevate
  - MEF Core Value of Service highlighted
- Grants Committee - Krista Cohlma
  - \$1,000 MEF scholarship recipient announced
- Hancock Group Presentation

#### **Trustee Board Members and Staff Present:**

Michael Booker, Stephanie Howard, Tucker Durham

#### **Contact Person**

Anita Gamertsfelder

[anita.gamertsfelder@midlandisd.net](mailto:anita.gamertsfelder@midlandisd.net)

**The Midland Education Foundation exists to promote excellence in education by generating and distributing additional resources for the benefit of Midland ISD students and employees.**





# Midland Independent School District

## BOARD OF TRUSTEES AGENDA

**Meeting Date:** June 25, 2024

**Presented By:** Tucker Durham, Chief Financial Officer

**Subject:** Reportable Purchase Orders over \$100,000 – May 2024

### Information Item

#### **Financial Impact**

Estimated amount (s); see the attachment.

#### **Board Goal/Strategic Plan Goals**

Not Applicable

#### **Executive Summary**

The Superintendent shall not be required to obtain Board approval for the following types of budgeted purchases, regardless of cost, however, purchases made pursuant to items 2 and 3 shall subsequently be reported to the Board at least quarterly:

1. A purchase made pursuant to a Board-approved interlocal contract, in accordance with Government Code Chapter 791;
2. A purchase made through a cooperative purchasing program in accordance with Local Government Code 271.102;
3. A purchase made through a state purchasing program that satisfies the District's obligation for competitive purchasing, in accordance with the requirements of the applicable statute, including Chapter 271, Subchapter D, of the Local Government Code;
4. A continuing or periodic purchase under a Board-approved bid or contract; or
5. A purchase of produce or fuel.
6. A purchase of regulated utility services

#### **Contact Person**

Tucker Durham, Chief Financial Officer

#### **Enclosure**

Purchase Orders Over \$100k Report

**Reportable Purchase Orders Over \$100,000 - May 2024**

<b>Purchase Order</b>	<b>Vendor Name</b>	<b>Description</b>	<b>Contract #</b>	<b>Amount</b>
7282400159	REGION 4 Education Service Center	Interlocal Agreement MISD and Region 4 Education Service Center	ESC#Region4	104,500.00
9382400149	D&H United Fueling Solutions Inc	Requesting a purchase order	SW# 092920-GVR	106,526.95
7272400144	Cengage Learning, Inc.	Proclamation 2024	Proclamation 2024	120,279.50
7272400141	Abacus Computers Inc	600 Chromebooks for Goddard	DIR-TSO-4159(E)	185,400.00
8212400091	Communities In School of The Permian Basin	Communities In Schools of the Permian Basin-Coordinator Services Quarters 1,2, 3, & 4 Payments	Interlocal Contract	337,500.00
9302400141	Parkhill Smith & Cooper Inc	Professional Services from February 1st through February 29th, 2024 for the New High Schools	RFQ # 23-203	700,194.63
9302400144	Trane US INC	New Elementary School 2023	Omnia #3341	2,375,050.00

**Reportable Purchase Orders Over \$100,000 - May 2024**

Type of Funding Source
Federal
Local
Instructional Materials
Instructional Materials
Local
Capital Projects Bond
Capital Projects Bond

## 15. Adjourn

\* Denotes an agenda item that correlates to the board goals.

*If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.*

The notice for this meeting was posted in compliance with the Texas Open Meetings Act on \_\_\_\_\_.