

BOARD OF TRUSTEES
Regular Meeting Agenda
October 15, 2024
5:30 PM

The Board of Trustees of the Midland Independent School District will attend the following Regular Meeting on October 15, 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 5 minutes before the meeting begins, 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
 - A. South Elementary
 1. Principal, Cynthia Rodriguez
 - a. Pledge Leader: Camila Torres Betencourt and Ayelen Moreno
 - 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. National Merit Semifinalists
 2. National Merit Commended Students
 3. Midland High School Culinary Arts Students
 4. Foreign Exchange Students
6. Public Forum
7. Superintendent's Update
Presenter: Dr. Stephanie Howard
8. District Informational Reports
 - A. Bond 2023 Monthly Report
Tucker Durham & Cortney Smith



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 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 and Lyndsey White

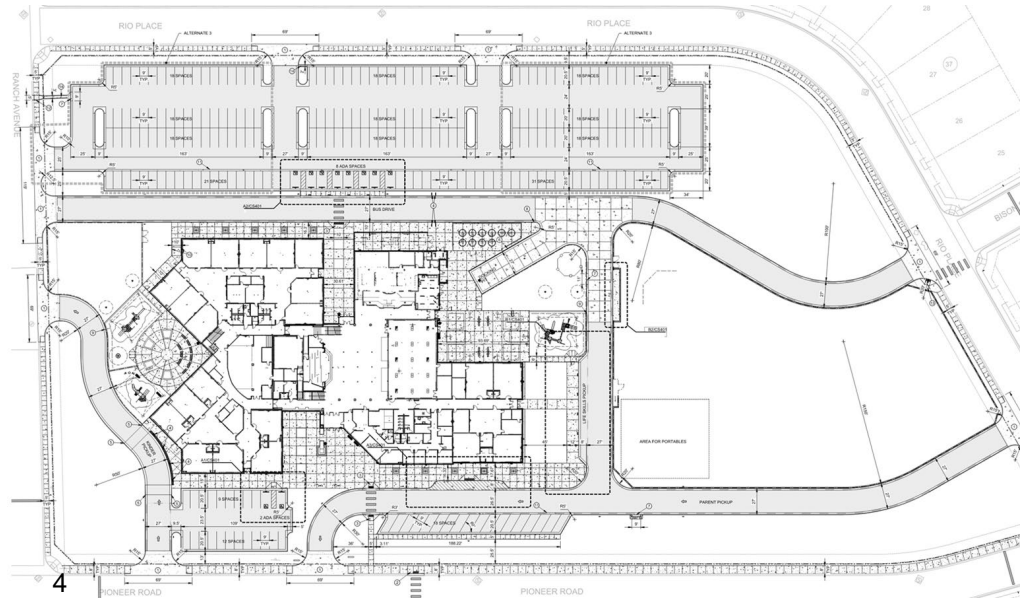
October 15, 2024



PKG01- New ES

Under Construction 15-20% Complete | Aug 2025 Completion

Underslab plumbing complete, slab 80% placed



PKG02 - New HS x 2

SD Phase Complete. DD in progress | Aug 2028 Completion

- T.I.N.A (Test. Immerse. Navigate. Analyze.) simulator walk-throughs next week
- Design Development (DD-35%) early December



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PKG03 - ES Reno Group A

- Emerson, Franks, Houston, Lamar, Long, Parker, South, and Travis
- Schematic Design/Scope budget approval by end of this month
- Aug 2026 completion



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PKG04: MS Reno Group A

(Midland Freshman and Goddard)

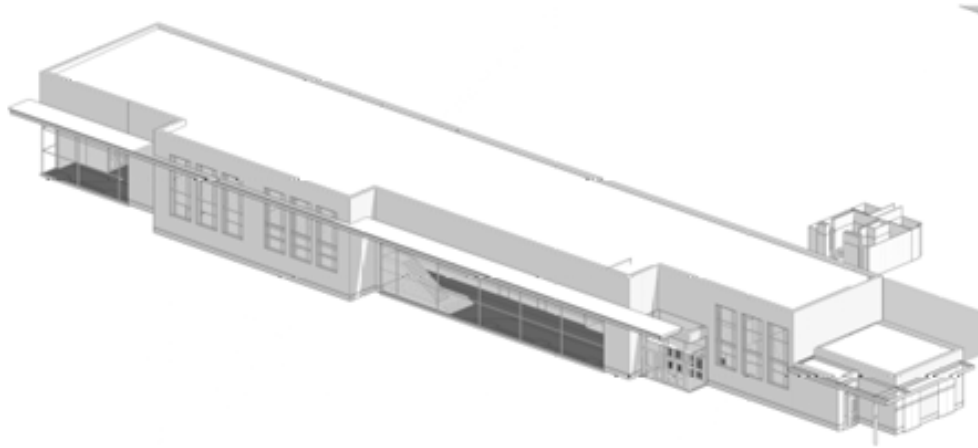
STB/SD Phase Closed Design Development in progress | Aug 2026 Completion



PKG05: MS Reno Group B

Alamo Junior High

STB/SD Phase Closed, DD in progress. March bid target. Aug 2026 Completion



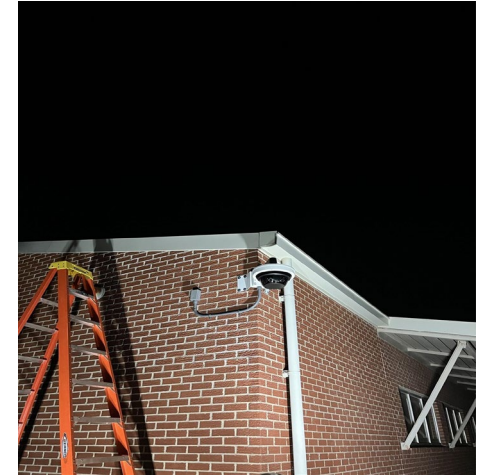
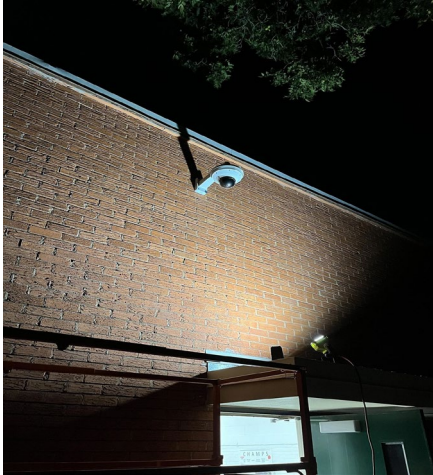
PKG06: ES Safety



Under Construction: ~60% complete | Mar 2025 Completion

Camera installation is progressing. Still on track to be complete by March.

District wide radio repeater system will be complete in March/April



PKG07: Midland FHS Sitework

50-60% Construction Complete | Nov 2024 Completion

On track for November completion...

Added backboards and windscreens to tennis courts... still under original cost!



PKGS 8 & 9

ES Group B (MWM Architects)

- Site visits/meetings started


MS Group C (San Jacinto and Abell)

- Assignment of design firm at November Board Meeting

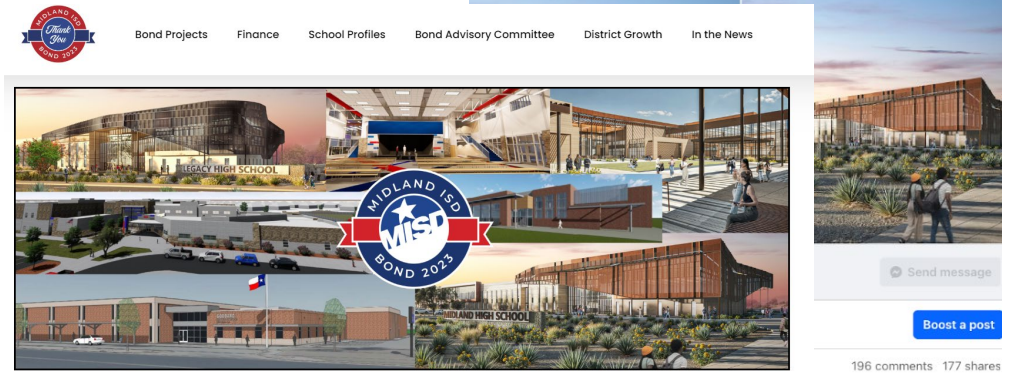
Community Engagement

September 17-October 15

- 3 Press releases
- 6 social media posts
- 4 Bond Advisory Committee Communications

 **Midland ISD**
Published by Soraye Lara
September 26 at 5:58 PM · 🌐

We are excited to present the renderings of the new Legacy High School and Midland High School campuses! These campuses will provide improved facilities to support enhanced safety and security, accommodate enrollment growth and allow the implementation of grade reconfiguration. More renderings can be viewed at www.midlandbond2023.com/whats-proposed



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Midland ISD Bond 2023

The bond was approved by 56.12% of voters participating in the election.



Community Engagement



T.I.N.A. Virtual Experience



STEP INSIDE THE CAMPUSES

We invite the community to a virtual experience inside the new Legacy and Midland high school campuses.

Details:

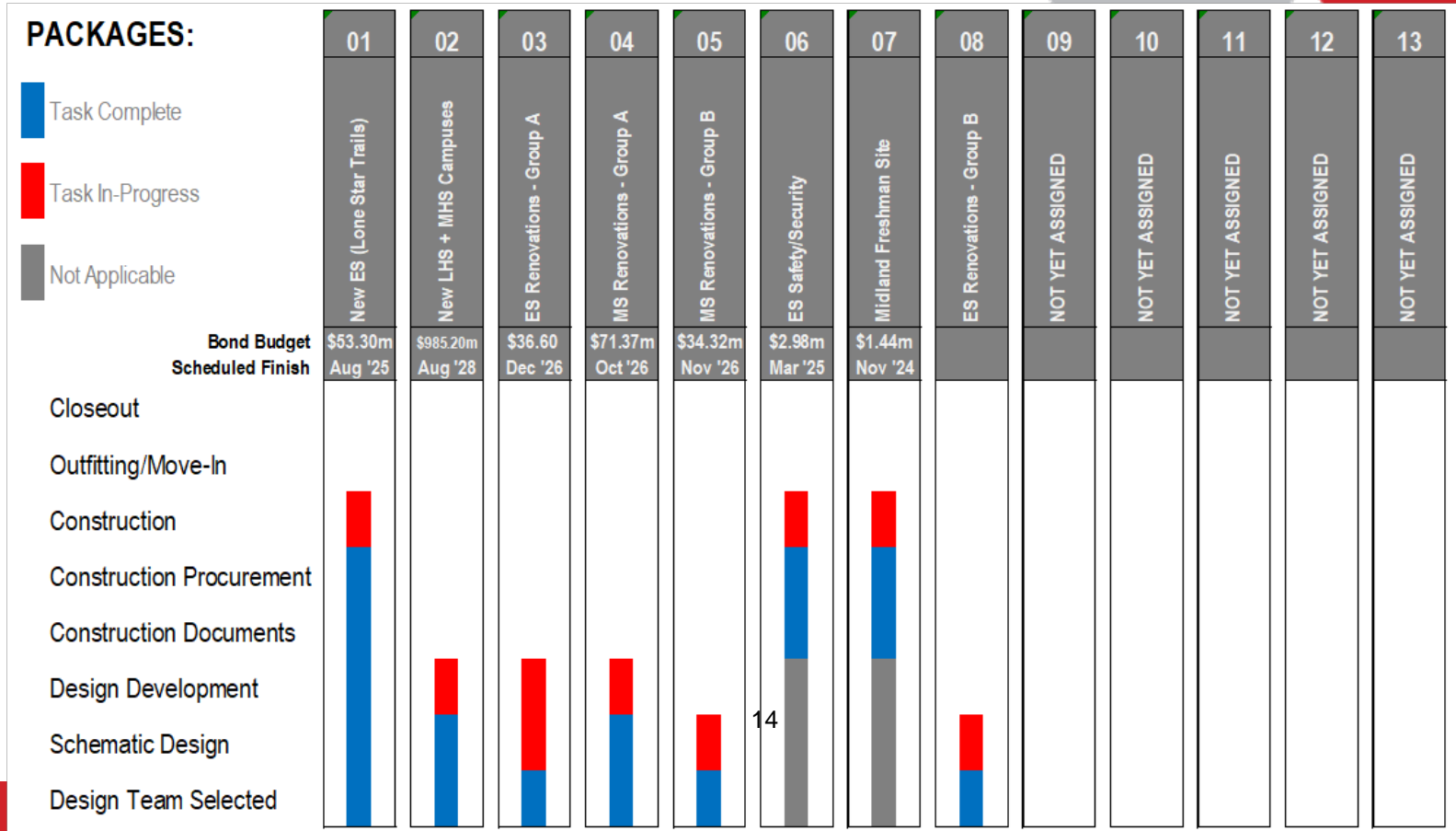
Midland High School Library:
906 W Illinois Ave
October 29 from 1pm-5:30pm

Legacy High School Auditorium:
3500 Neely Ave
October 30 from 1pm-5:30pm



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Package Progress







Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Luz Meléndez

Subject: Bilingual and ESL Program Update

District Report

Executive Summary: As per TEC §29.053 all districts required to implement a Bilingual Education and/or ESL program will conduct a program evaluation annually. The program Director will provide a yearly report to reflect the academic progress for emergent bilingual students, the extent to which emergent bilingual students are developing English proficiency, the number of students who have been reclassified as English proficient as well the number of teachers and other personnel trained on strategies geared to support second language acquisition.

Contact Person: Luz Meléndez, Executive Director of Bilingual and ESL Education



2024

Luz Meléndez
Executive Director, Bilingual & ESL
October 15, 2024

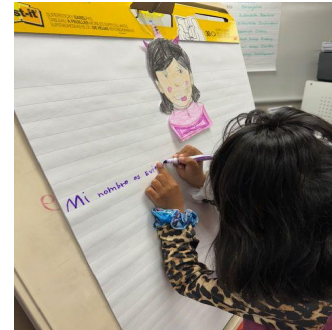
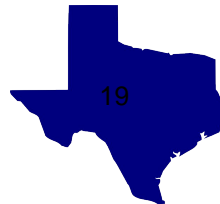
Bilingual & ESL Program Update

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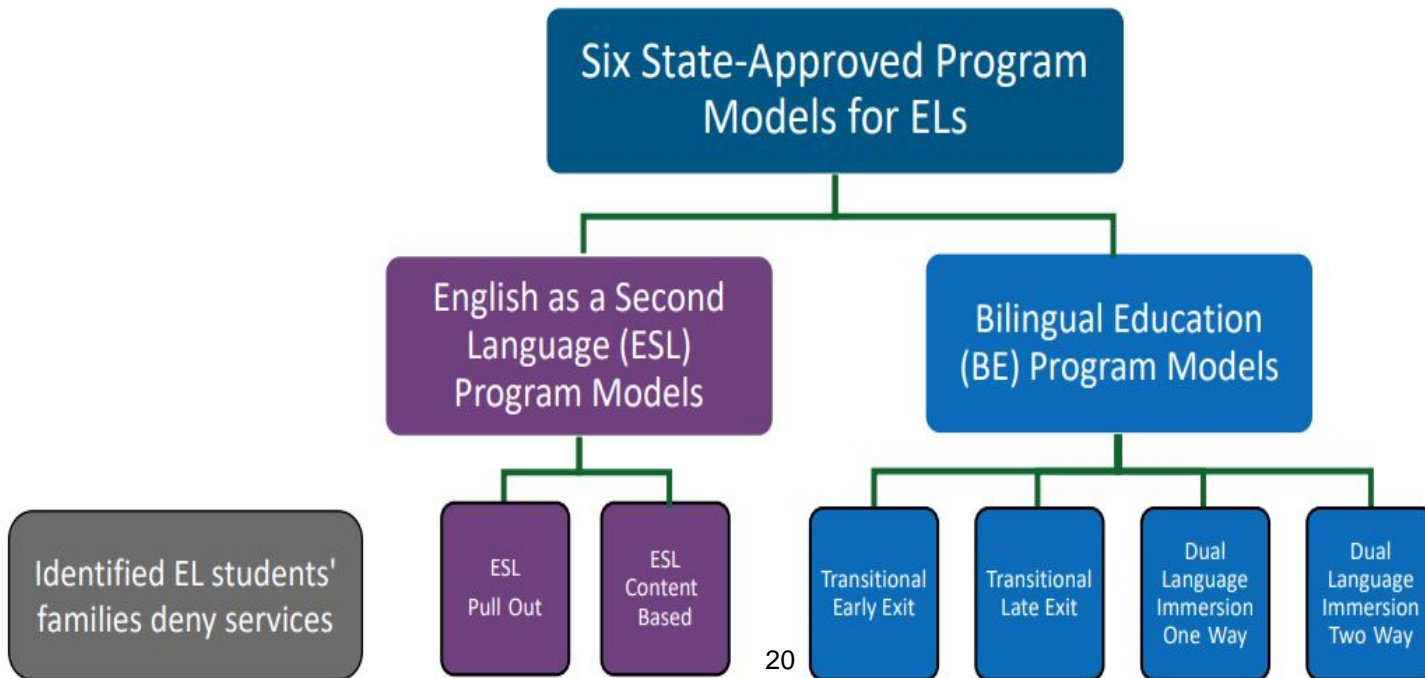
Compliance with Texas Education Code

All school districts required to implement a bilingual education or English as a second language (ESL) program shall conduct an annual evaluation in accordance with Texas Education Code (TEC), §29.053,

The program evaluation report is to include a full range of data to determine program effectiveness to ensure student academic success. The report shall be **presented to the board of trustees before November 1** of each year and the report shall be retained at the school district level in accordance with TEC, §29.062



State Approved Bilingual Education Program Models



Midland ISD Program Models

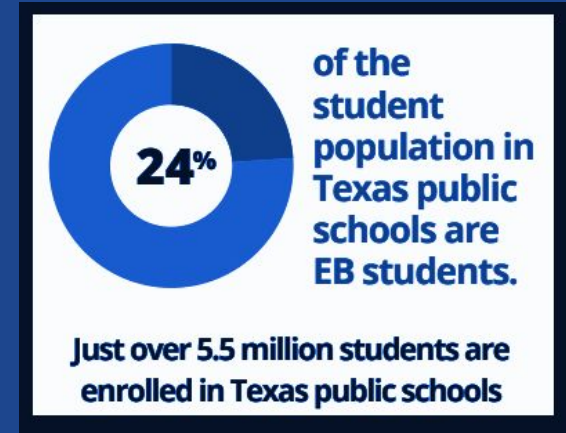
- ❖ Emergent Bilingual students in elementary grades PK-4th, who are speakers of Spanish, are served through the Dual Language Immersion Program.

- ❖ Speakers of other languages and students in secondary grades are served through the ESL program.



Bilingual Program Participation

	Dual Language Immersion (DLI)	English as Second Language (ESL)	Total
2023-2024	1,985	3,421	5,406
2024-2025	2,441	3,946	6,387



As of October 2023, Emergent Bilingual students represented 19.8% of the total student population of Midland ISD. Based on current enrollment trends the percentage is projected to increase to 21.5% of the total student population.

Emergent Bilingual Students Across Texas

 99% of School Districts serve identified emergent bilingual students

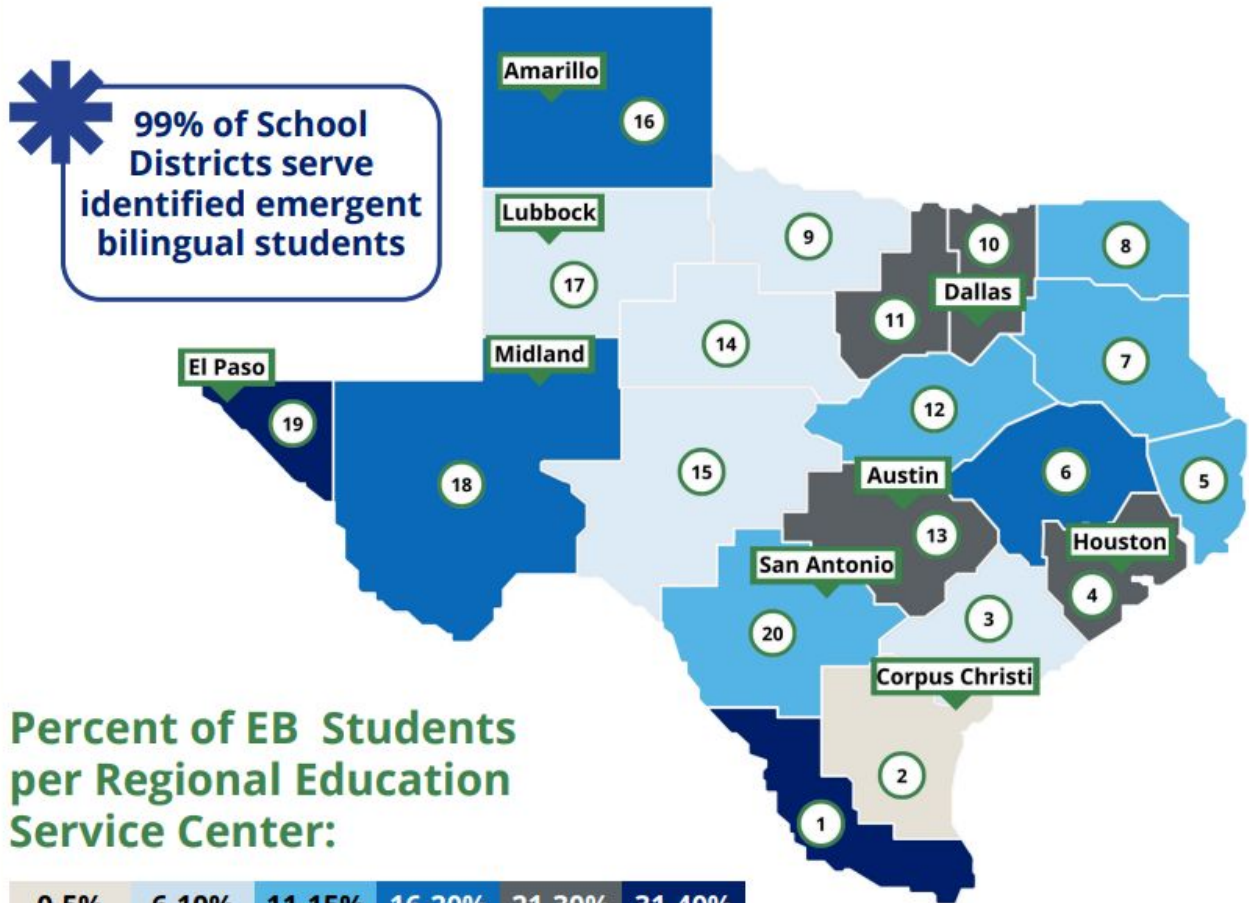
Percent of EB Students per Regional Education Service Center:



For information about Education Service Centers visit: direc.to/eafw

Updated August 2024

Source: txel.org



Reclassified and Exited Students

Met State Reclassification Criteria		
Year	Monitoring Y1	Monitoring Y2
2023-2024	34	34
2024-2025	344	43

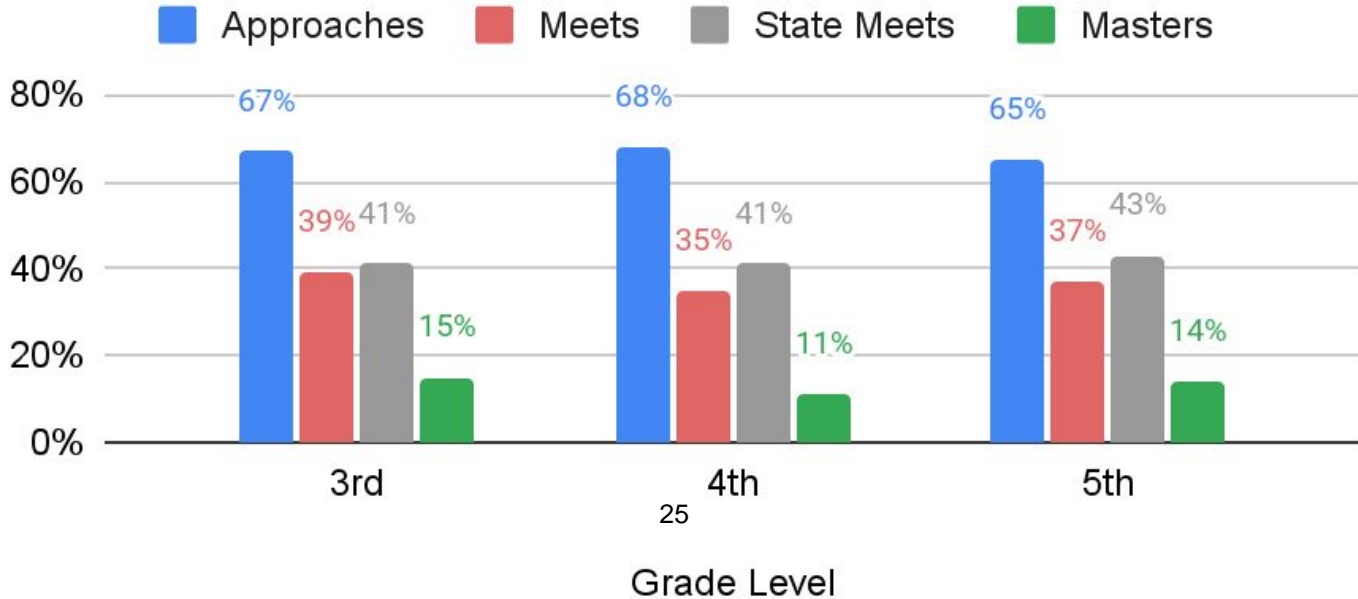


The goal of language support programs in Texas is to prepare students to meet reclassification criteria in order to be successful in English instruction with no second language acquisition supports.

Emergent Bilingual Students STAAR Performance Spring 2024



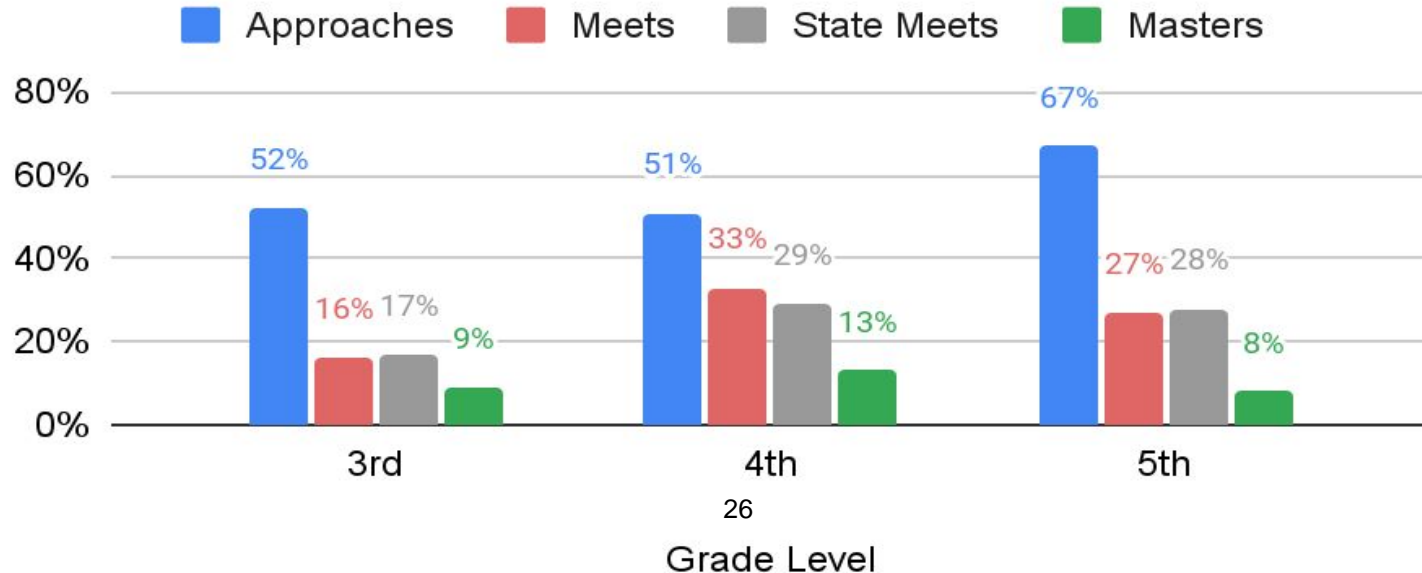
District EB- Reading English



Emergent Bilingual Students STAAR Performance Spring 2024



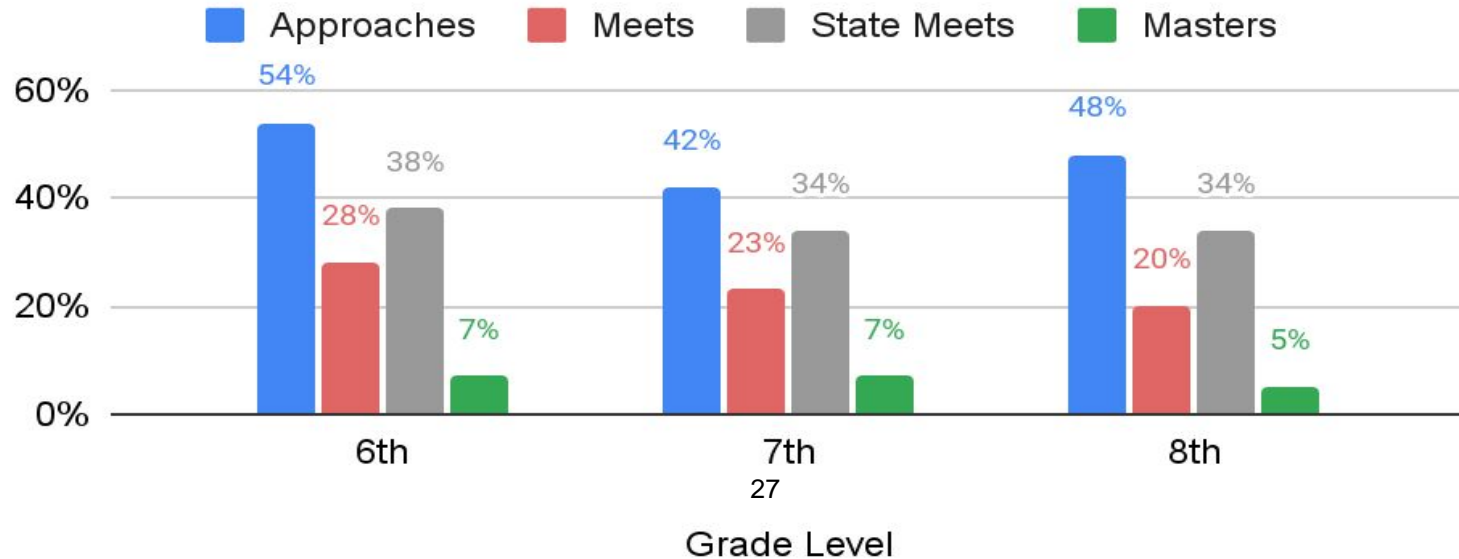
District EB- Reading Spanish



Emergent Bilingual Students STAAR Performance Spring 2024



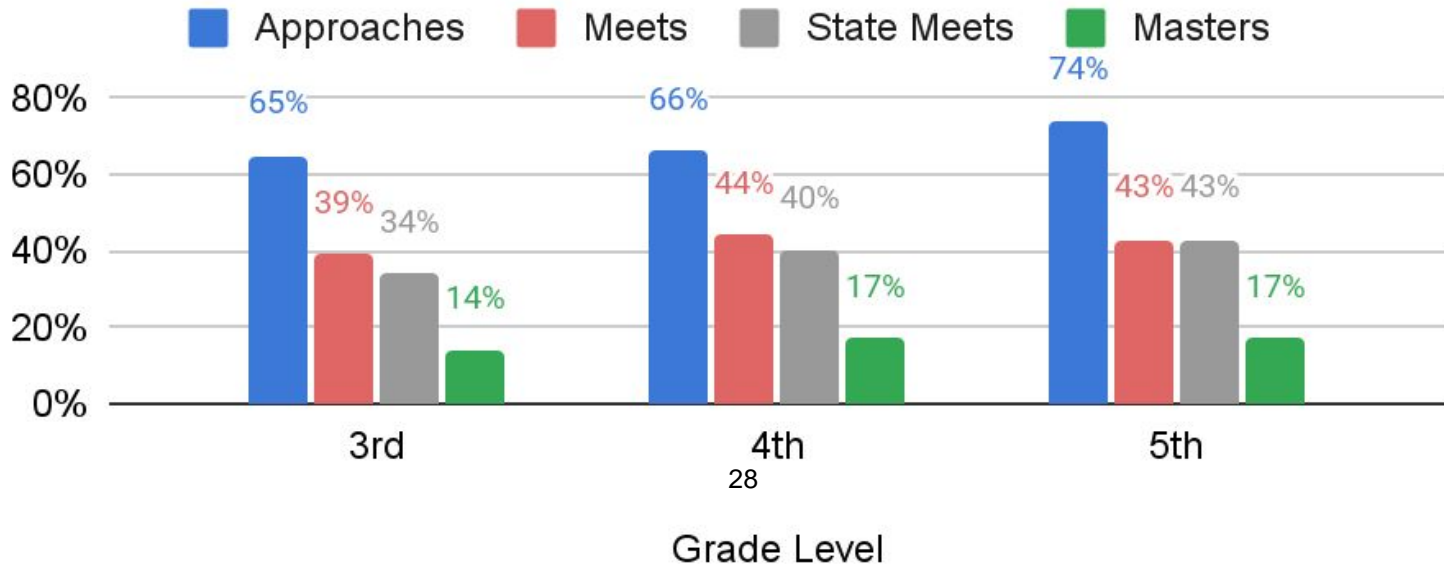
District EB STAAR Reading



Emergent Bilingual Students STAAR Performance Spring 2024



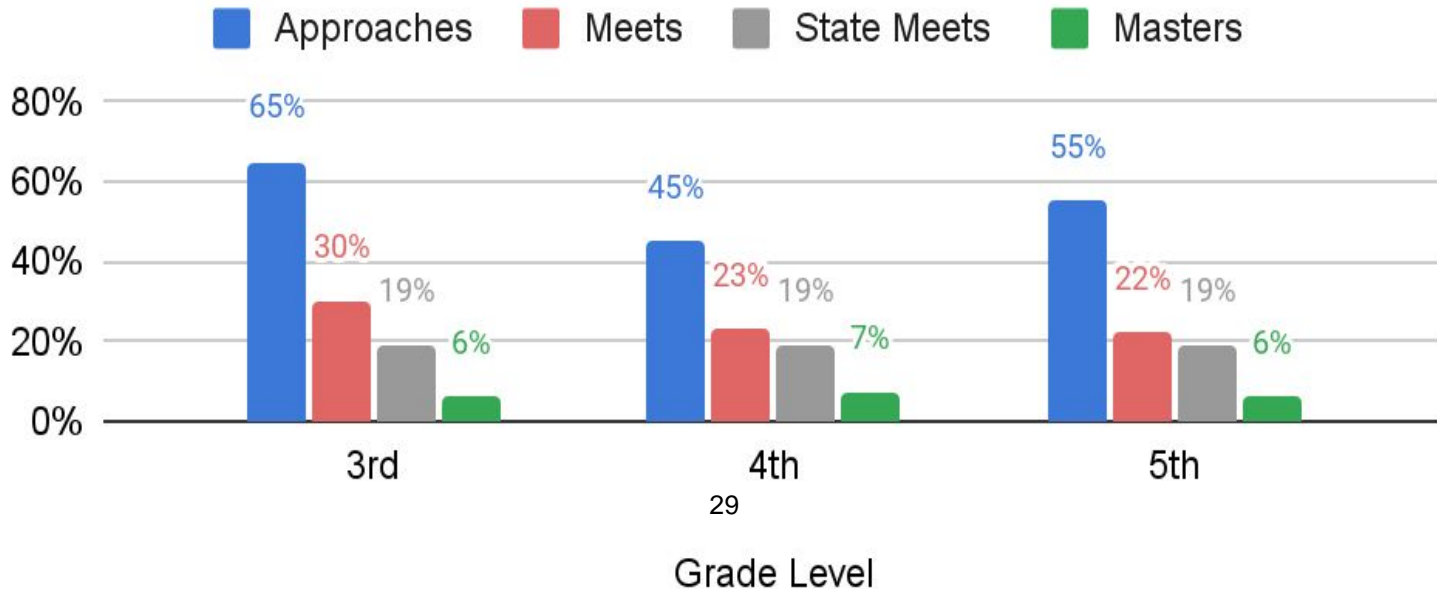
District EB Mathematics English



Emergent Bilingual Students STAAR Performance Spring 2024



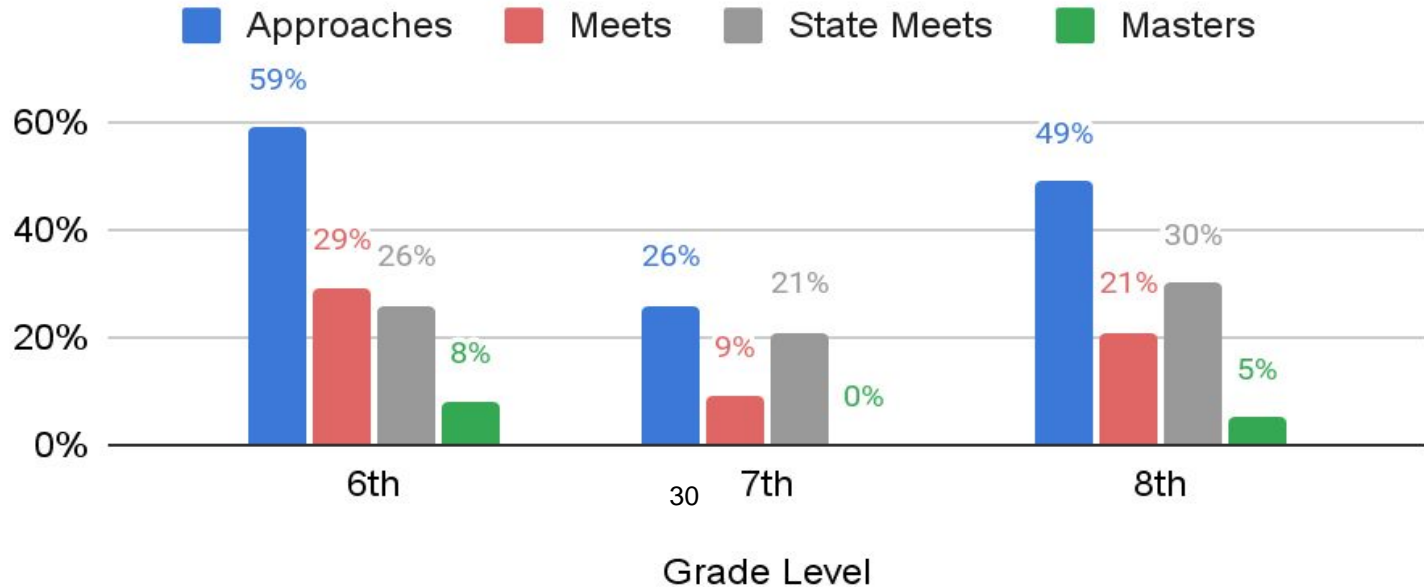
District EB Mathematics Spanish



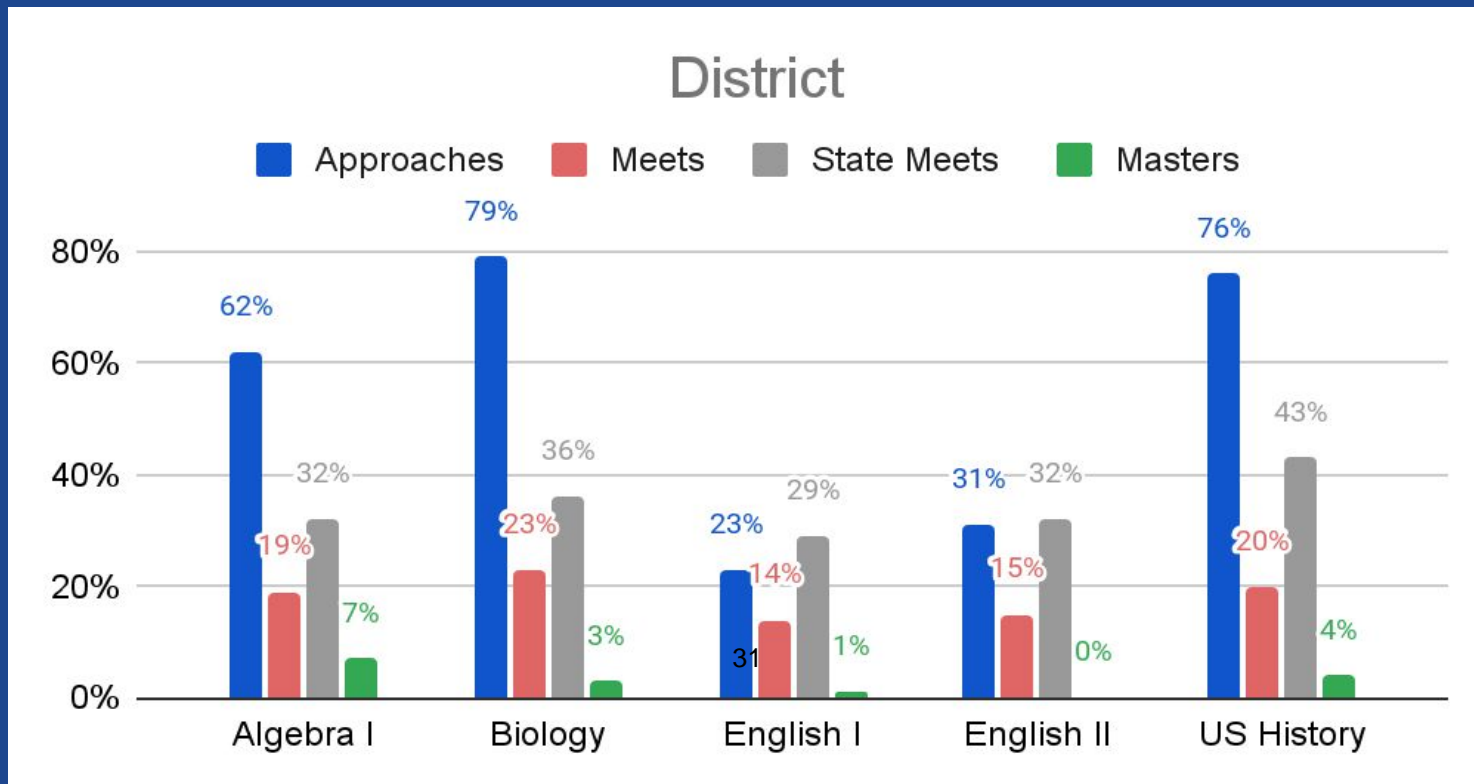
Emergent Bilingual Students STAAR Performance Spring 2024



District EB STAAR Mathematics



Emergent Bilingual Students STAAR EOC Performance Spring 2024



Emergent Bilingual Student TELPAS Performance



District Performance Levels KG-2nd Grade March 2024				
	B	I	A	AH
Listening	38%	34%	17%	10%
Speaking	55%	31%	10%	4%
Reading	59%	26%	11%	4%
Writing	64%	24%	8%	3%

State Performance Levels KG-2nd Grade March 2024				
	B	I	A	AH
Listening	25%	31%	25%	19%
Speaking	40%	35%	16%	9%
Reading	49%	28%	14%	9%
Writing	53%	28%	13%	7%

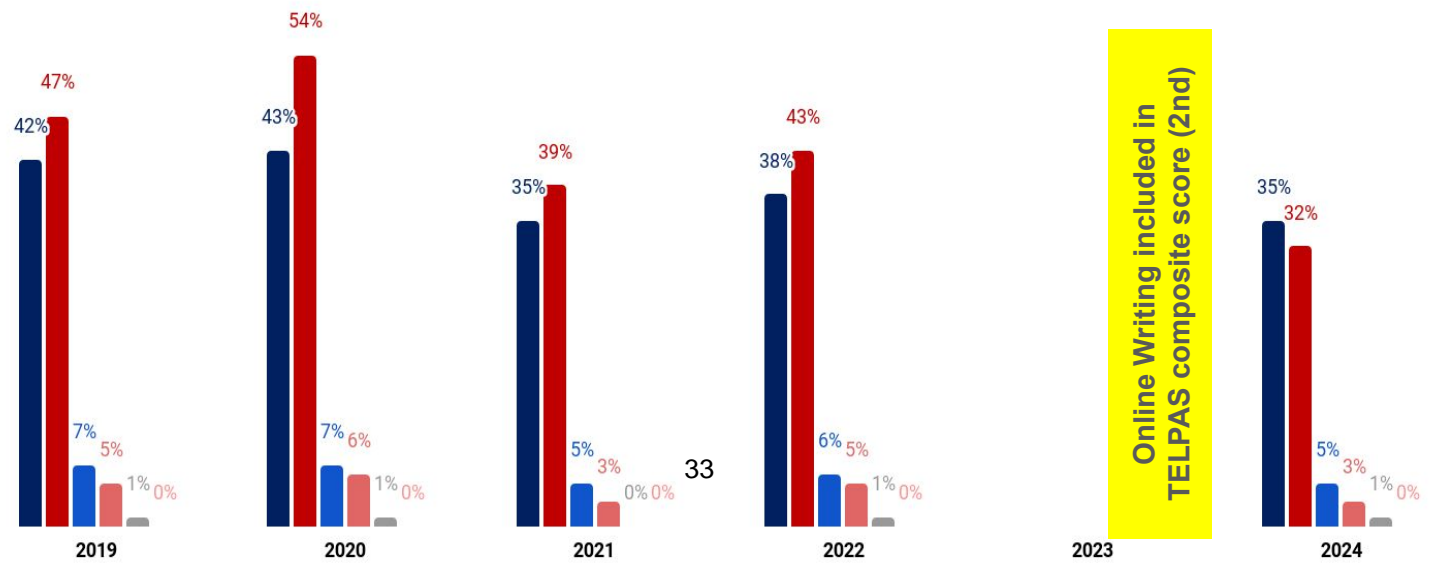
32

Performance Levels: B- Beginner, I-Intermediate, A- Advanced, AH- Advanced High

Emergent Bilingual Student TELPAS Growth by Composite Score Level

K-2 TELPAS Growth by Year
Percent of Students Who Grew 1 or More Levels

■ State Grew 1 Level
 ■ MISD Grew 1 Level
 ■ State Grew 2 Levels
 ■ MISD Grew 2 Levels
 ■ State Grew 3 Levels
 ■ MISD Grew 3 Levels



Emergent Bilingual Student TELPAS Performance



District Performance Levels 3rd-12th Grade March 2024				
	B	I	A	AH
Listening	18%	28%	30%	25%
Speaking	27%	39%	29%	5%
Reading	22%	37%	22%	19%
Writing	34%	34%	25%	6%

State Performance Levels 3rd-12th Grade March 2024				
	B	I	A	AH
Listening	10%	23%	35%	32%
Speaking	24%	34%	35%	8%
Reading	14%	33%	26%	28%
Writing	22%	36%	31%	11%

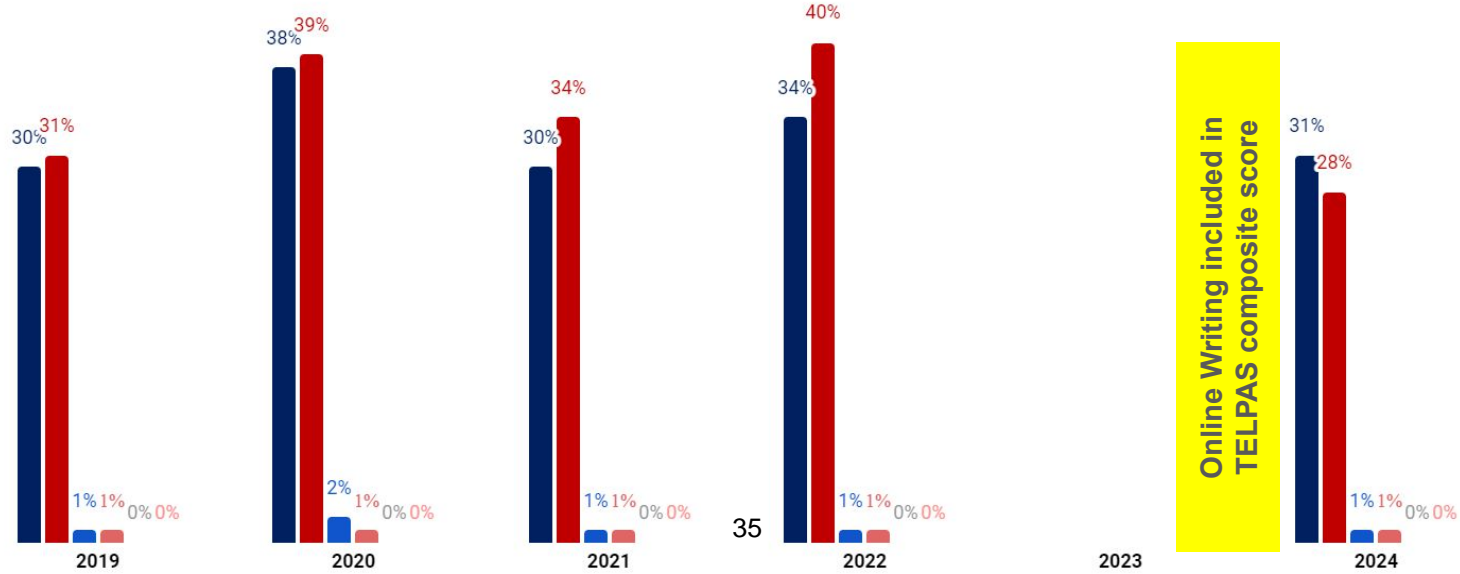
Performance Levels: B- Beginner, I-Intermediate, A- Advanced, AH- Advanced High



Emergent Bilingual Student TELPAS Growth by Composite Score Level

3-12 TELPAS Growth by Year Percent of Students Who Grew 1 or More Levels

State Grew 1 Level MISD Grew 1 Level State Grew 2 Levels MISD Grew 2 Levels State Grew 3 Levels MISD Grew 3 Levels



Exceptions and Waivers

	2023-2024	2024-2025 <small>(Preliminary)</small>
Bilingual Exceptions	80	53
ESL Waivers	210	211



Request for approval from the Commissioner of Education to offer a temporary alternative language program.

Professional Learning 2023-2024



Parent Information Sessions



Dual Language Time and Treatment Allocation



Sheltered Instruction Strategies

Newcomer Supports



Making Cross-Linguistic Connections in the DLI classroom

Classroom management and organization



Collaboration with Talent Development Department to provide “job-embedded professional learning.”

MADE IN

MISD



C. Special Services District Report
Presenter: Lynda Rhodes



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Lynda Rhodes, Executive Director of Special Services

Subject: Special Services Update

District Report

Executive Summary: The Executive Director of Special Services will provide an update on the Special Services department.

Contact Person: Lynda Rhodes, Executive Director of Special Services



Special Services Update



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Lynda Rhodes
Executive Director of Special Services
10/15/24





Staff

Adapted PE Coaches
Admission, Review, & Dismissal Facilitators
Behavior Interventionists
Clerks
Diagnosticians
Licensed Professional Counselors
Occupational Therapists
Orientation & Mobility Teacher
Physical Therapists
Program Specialists
School Psychologists & SP Assistants
Speech Language Pathologists & SLP Assistants
Supervisors
Transition Coordinators

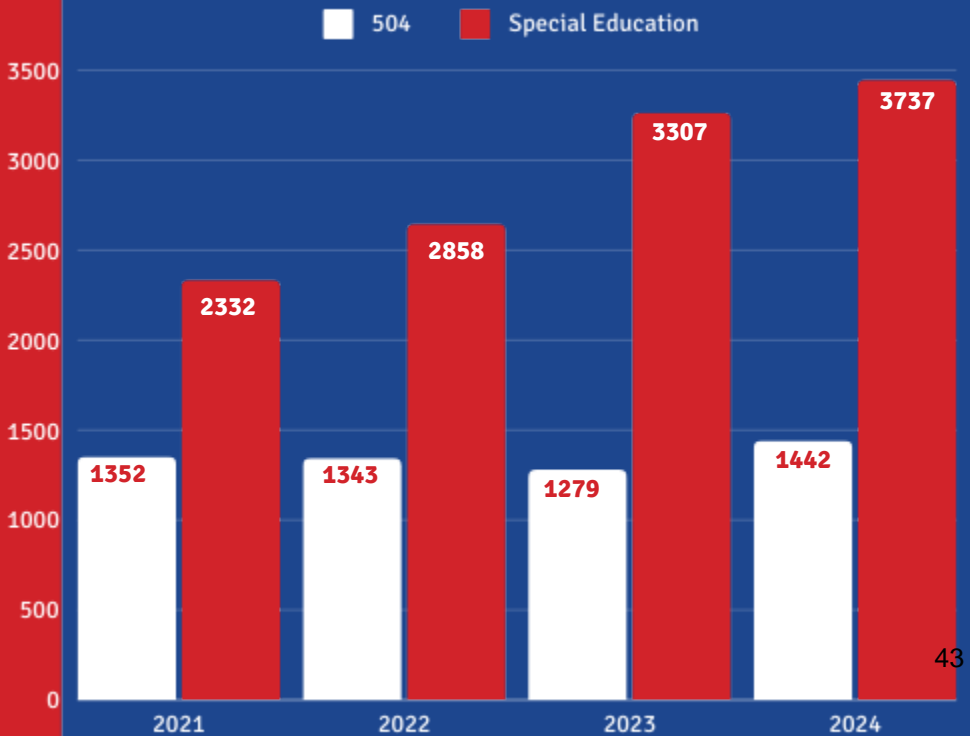
Autism Support Teachers
Behavior Support Teachers
Deaf, Hard-of-Hearing Teachers
Dyslexia Teachers
Homebound Teachers
LEAP Teachers
Life Skills Teachers
Resource/Inclusion Teachers
Teachers of the Visually Impaired
Autism Support Paraprofessionals
Behavior Support Paraprofessionals
Inclusion Paraprofessionals
Interveners
Life Skills Paraprofessionals
Autism Support Paraprofessionals
Behavior Support Paraprofessionals

445

Staff members district-wide serving students who qualify for Special Education services.

Students

Special Education & 504



- 489 - Autism
- 373- Intellectual Disability
 - 19 - Visual Impairment
 - 38- Deaf, Hard-of-Hearing
 - 3 - Deaf-blind
 - 158- Emotional Disturbance
- 1,325- Specific Learning Disability
 - 20 - Orthopedic Impairment
 - 450- Other Health Impairment
 - 10 - Traumatic Brain Injury
 - 751 - Speech Language Disorder
- 101- Non-Categorical Early Childhood

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Curriculum Resources



N2Y - cloud-based platform that allows educators to provide

- **differentiated, standards-aligned content,**
- **robust assessments,**
- **data tools, and**
- **evidence-based instructional resources.**

This system offers students from pre-K through transition a consistent, high-quality instruction within an engaging, interactive learning environment, helping them build a pathway to independence.



Goalbook - an online source that helps teachers create and manage individualized education programs (IEPs) for students with special needs. It offers resources and strategies to help teachers

- **develop goals that are appropriate for a student's development**
- **connect goals to Common Core standards,**
- **monitor student progress and report data,**
- **plan and deliver specially designed instruction.**



Teacher Incentive Allotment - TIA

23-

- **Planning for 24-25 data capture**
- **Application**
- **Added ALT test and progress measures to 24-25 district testing calendar**
- **Implemented progress measures for students on ALT curriculum beginning midde of year (MOY)**

24-

- **Data Capture**
- **Test Design**
- **Implement Systems**
- **Continue all progress measures**
- **Pre-Test window closed**

25-

- **Continue all progress measures**
- **Data submission and validation**
- **May 2026, TIA checks will be given to Special Education teachers**

Areas of Focus

- Student Needs & Performance
- Transition
- Least Restrictive Environment
- Staff Needs - District & Campus
- Professional Learning
- Community Connections - Parent Advisory Council and Parent Information Nights

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What's New & Next Steps



- **Unified Sports expansion to LHS and MHS**
- **Expansion of the student-led coffee program**
- **Early Childhood Special Education Class name alignment**
- **Grow Project Search**
- **Opportunities for Encore**
- **Continuum of services**
- **Strategic staffing**
- **Evaluation of current student placement techniques**

MADE IN

MISD



D. Strategic Plan Quarterly Update #4
Presenter: Cyndi Pyles

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

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

Subject: Strategic Plan Quarterly Update #4

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

October 15, 2024

Cyndi Pyles, Director of School Leadership
Jasmine Huerta, Communications Specialist⁵¹
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 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.



MISD Updated Website for Stakeholders



GROW & DEVELOP STAFF

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



Grow & Develop Staff:	
Our retention and recruitment practices promote professional growth that yields and rewards high-impact staff, improving student outcomes.	
Goals	Initiatives
5. Recruit & onboard highly-qualified staff that effectively serve all students and the broader community.	<ol style="list-style-type: none"> Elevate our retention and recruitment tactics, along with our employer brand, to effectively captivate and secure high-quality staff. Streamline hiring procedures to boost efficiency and hasten processes, focusing on the identification and removal of redundancies, minimizing process delays, and ensuring regulatory compliance. Implement a consistent and clear onboarding process with professional development that aligns new hires with MISD's vision and policies.
6. Develop and implement talent pipelines and professional learning for all staff with systems of support that cultivate continuous learning, staff recognition and incentives, enhance job satisfaction, promote staff retention, and foster a culture of growth, well-being, work-life balance and career progression.	<ol style="list-style-type: none"> Develop creative scheduling that allows for greater teacher collaboration and meaningful professional development, while establishing metrics to measure and grant teachers earned autonomy in their personalized professional growth. Establish succession planning pipelines to identify and prepare high-potential employees for future leadership roles, ensuring smooth transitions, minimizing disruptions, and promoting organizational continuity. Implement a strategic staffing model that prioritizes high-impact teachers and principals, integrates compensation-based programs like the Teacher Incentive Allotment (TIA), fellows, and principal incentive allotment, and fosters professional growth through apprenticeship opportunities.
7. Implement a streamlined onboarding process that enhances the integration of new employees, accelerates their proficiency in their roles, and fosters a strong sense of belonging and engagement within the organization.	<ol style="list-style-type: none"> Develop a dedicated training and support program that equips staff with the skills and knowledge needed to effectively perform their roles and develop into future roles. Implement a comprehensive performance feedback and mentoring program for instructional and non-instructional staff, including substitute teachers, to ensure ongoing professional development and support.

Midland ISD Strategic Plan Scorecard- Grow and Develop Staff

Pillar	Success Metric	Baseline	Yearly Targets					
		2023	2024 Goal	2024 Actual	2025 Goal	2026 Goal	2027 Goal	2028 Goal
GDS	Teacher fill rate	96%	97%	98%	98%	99%	99%	99%
GDS	Bus Driver fill rate	87%	90%	100%	92%	95%	97%	98%
GDS	Average number of days from recommendation to fully hired	10	9	9	8	7	6	5
GDS	% of PLC teams that maintain level 3 or show one level of growth	93%	94%	98%	95%	96%	96%	96%



Presenting Updates on Initiatives 1.1, 1.3, 4.1, & 7.1

Goal	Pillar	Initiative
<p>Goal 1: Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.</p>	<p>Student Experience</p>	<p>Initiative 1.1: 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.</p>
		<p>Initiative 1.3: Engage parents in the grade transition process through flexible scheduling for workshops and information sessions, equipping them with valuable knowledge and resources, while implementing targeted and timely programs for students underperforming in reading, and math, providing additional support.</p>
<p>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.</p>		<p>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.</p>
<p>Goal 7: Implement a streamlined onboarding process that enhances the integration of new employees, accelerates their proficiency in their roles, and fosters a strong sense of belonging and engagement within the organization.</p>	<p>Grow and Develop Staff</p>	<p>Initiative 7.1: Develop a dedicated training and support program that equips staff with the skills and knowledge needed to effectively perform their roles and develop into future roles.</p>

SPOC Strategic Plan Update

Student Experience



Goal 1:

Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.

Initiative 1.1:

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

Past Accomplishments

- **Increased Percentage of MISD students scoring 3+ on AP Exams from 29% in 2023 to 36% in 2024**
- **Increased count of MISD AP Scholars from 127 in 2023 to 234 in 2024**
- Top performing students on PSAT groups in like Advisories for intensive preparation prior to assessments
- **Collaboration with MC** regarding dual credit offerings and enrollment

Upcoming Work and Milestones

- **AP Goal Setting Conferences for Teachers**
- Fall PSAT, SAT, and ACT Testing
- PSAT/SAT Study Intensive Sessions in October
- November Professional Learning for EAS and AP instructors
- **Working with institutions of higher education** to increase number of credentialed staff to teach Dual Credit
- **Academic Leadership Committee meetings**

General Overview: 1.1 Enhance “Excellence in Academics”



COMMENDED STUDENTS



Eliana Aguila



Hannah Russum



Ryan Rounds



Aidan Sanchez



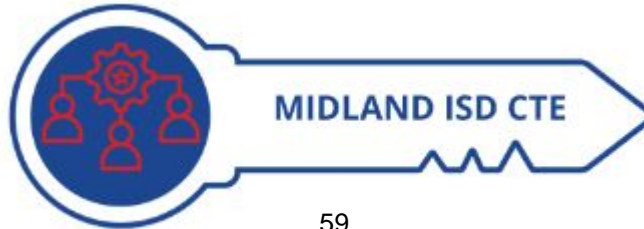
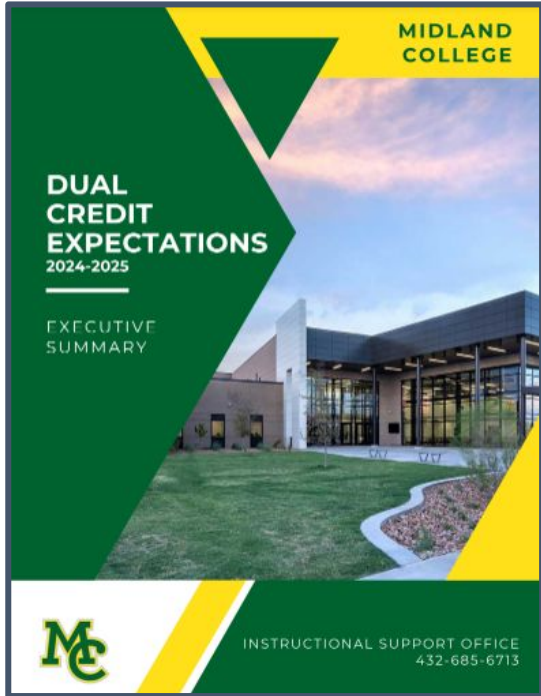
Paula Padron



Sumi Schwarz



General Overview: 1.1 Enhance “Excellence in Academics”



MISP
Midland Independent School District

Please Join Us At The:

PSAT NMSQT
INTENSIVE

for top performing juniors




Friday, October 11
8:45 a.m. - 3:30 p.m.

Room 112 @ Early
College High School
3600 N Garfield St, Midland, TX 79705

Grow your skills for the upcoming 11th grade PSAT NMSQT
This event is invite only.

RSVP at : <https://forms.gle/N3rQhqPfy04govbJ9>

Progress Update 1.1: Enhance “Excellence in Academics”

Strategy		The Work	Timeframe	Deliverables	On Schedule
1.	Increase # of opportunities students have to prep for PSAT/NMSQT and SAT	<p>Provide lesson/study questions to be used in Advisory</p> <p>Provide CTCs with test administration support</p> <p>Top Performing students grouped in Advisory</p>	ongoing	Participation and performance reports in November	
2.	Increase communication with MC, UTPB, Sul Ross	<p>Completion Coach Training provided by MC</p> <p>Partnerships with higher ed to support increasing number of credentialed staff</p>	ongoing	Name STEM Teacher Leaders (Sul Ross) and identify DC teachers/courses for 25 - 26	
3.	Increase support provided to Honors/AP teachers	<p>AP teachers: Goal setting conferences and classroom visits</p> <p>Honors teachers: Classroom visits</p>	ongoing 60	<p>Goal Setting Conferences completed</p> <p>November District PL Day</p>	

SPOC Strategic Plan Update

Student Experience

Goal 1:

Strengthen instructional practices to improve student academic performance across all grades, cultivating a culture of continuous improvement.

Initiative 1.3:

Engage parents in the grade transition process through flexible scheduling for workshops and information sessions, equipping them with valuable knowledge and resources, **while implementing targeted and timely programs for students underperforming in reading, and math, providing additional support.**

Executive Sponsor: Robert Cedillo

Initiative Owner: Heather Clark

Director of Guidance and Counseling



General Overview: 1.3 Engage parents in the grade transition process

Past Accomplishments

- **Identify students “off track” to formulate individualized paths**
- **Coleman Flex Academy 2024** earned 568 half credits in 2023-2024 school year
- **Walk for Success:** After campuses began reaching out to unenrolled students after Day 1, 155 students have re-enrolled as of 10.1.24

Upcoming Work and Milestones

- **Bulldog Family U and Rebel University** sessions regarding Advanced Academics Opportunities and Academic Planning
- **MISD Career Exploration Day** for 8th graders
- Course Catalog Completion
- Academic Planning Parent Events
- **Continue Coleman Flex Academy with LHS and MHS**
- **C3 Work:** career interest surveys, student trackers, and parent dashboard.

General Overview: 1.3 Engage parents in the grade transition process

BULLDOG FAMILY U
 906 W. ILLINOIS AVE, MIDLAND, TX 79701

MHS Parent Meetings are a series of events for families on topics to best prepare their students for success. The goal is to engage parents and guardians while keeping them informed on all things Midland High School.

OCTOBER 9TH BULLDOG FAMILY U MEETING

OCTOBER 9, 2024
6:00 - 7:00 PM
MHS LIBRARY

Advanced Academic Services
 PSAT/NMSQT Information
 SAT Information
 AP/Honors (EAS) Information

ACADEMIC OVERVIEW
 Graduation Requirements,
 How to read a Transcript, and CCMR

SCAN QR CODE TO RSVP FOR DINNER

DIAMONDBACK ENERGY

THANK YOU DIAMONDBACK FOR DONATING DINNER

REBEL PARENT UNIVERSITY
 24-25

Fall Sessions

October 24
 ATTENDANCE (MISD Presentation); MINGA
 Meet LHS Assistant Principals and Counselors

November 13
 CCMR and POST SECONDARY PLANNING
 Learn how your student can become CCMR met and the benefits. Colleges will be present.

Spring Sessions

January 22
 ACADEMIC SPRING TRAINING
 Academic planning, student credits, FAFSA, Apply Midland, CCMR, AP and Dual Credit

February 10
 SPREAD THE LOVE
 Campus and community organizations/ resources will be present

March 17
 MARCH INTO SPRING TESTING
 Ease into testing season with End of Course Exam (EOC), PSAT, SAT, ACT TSIA 2 and AP testing information

April 22
 SHOWERS OF KNOWLEDGE
 Educate parents and students on prepping for Senior Year-credits, Skyward, attendance, VOsEs, volunteer hours; beneficial for all grade levels

May TBD
 READY OUR REBELS WITH A GRAND TOUR
 Campus tour for incoming sophomore;

Dinners sponsored by **DIAMONDBACK ENERGY**

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Questions- Cheryl Stapleton, Family Outreach Liaison
 cheryl.stapleton@midlandisd.net

SAVE THE DATES!
13 NOVEMBER 2024
5:30PM-7PM

THE DATE

The MISD CAREER EXPLORATION DAY

THE MISD Career Exploration Day allows parents, professionals and local business and industry partners an opportunity to spend 15 minutes with 8th-grade students, immersing them in the diverse world of careers. During these sessions, students explore different career paths and learn about the skills and education needed for various professions. This real-world exposure can greatly influence students' educational choices and help them build connections that could benefit their future career goals.

MIDLANDISD.NET/DEPARTMENTS/CTE

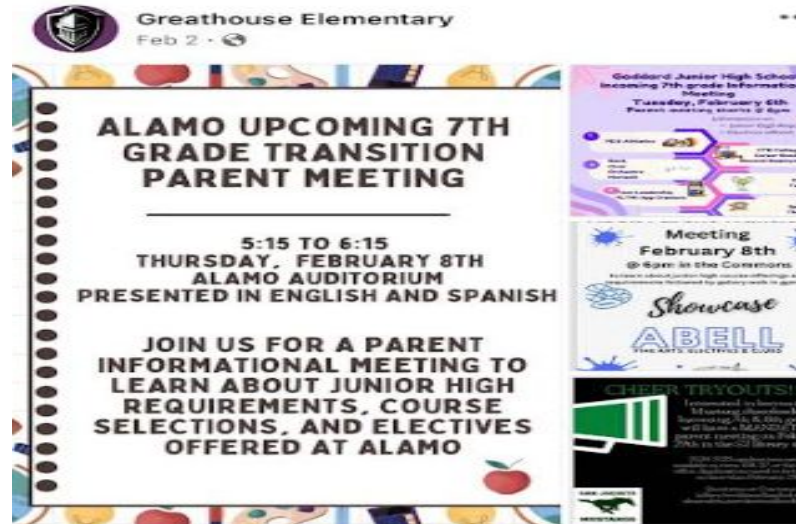
FOR MORE INFORMATION PLEASE CONTACT
LORI.MOSLEY@MIDLANDISD.NET

MISD Midland Independent School District

MIDLAND INDEPENDENT SCHOOL DISTRICT
CTE
 Career and Technical Education



General Overview: 1.3 Engage parents in the grade transition process



JOIN LEGACY COUNSELORS FOR

COURSE SELECTION ASSISTANCE

Saturday, February 10 from 9am-12:20pm
Legacy High School
3500 Neely Avenue

SIGN UP FOR AN APPOINTMENT [HERE](#)
OR <http://bit.ly/3SBj9cY>

Save the Date JANUARY 28 2025

MIDLAND INDEPENDENT SCHOOL DISTRICT

CTE SHOWCASE &

EXPO

2025

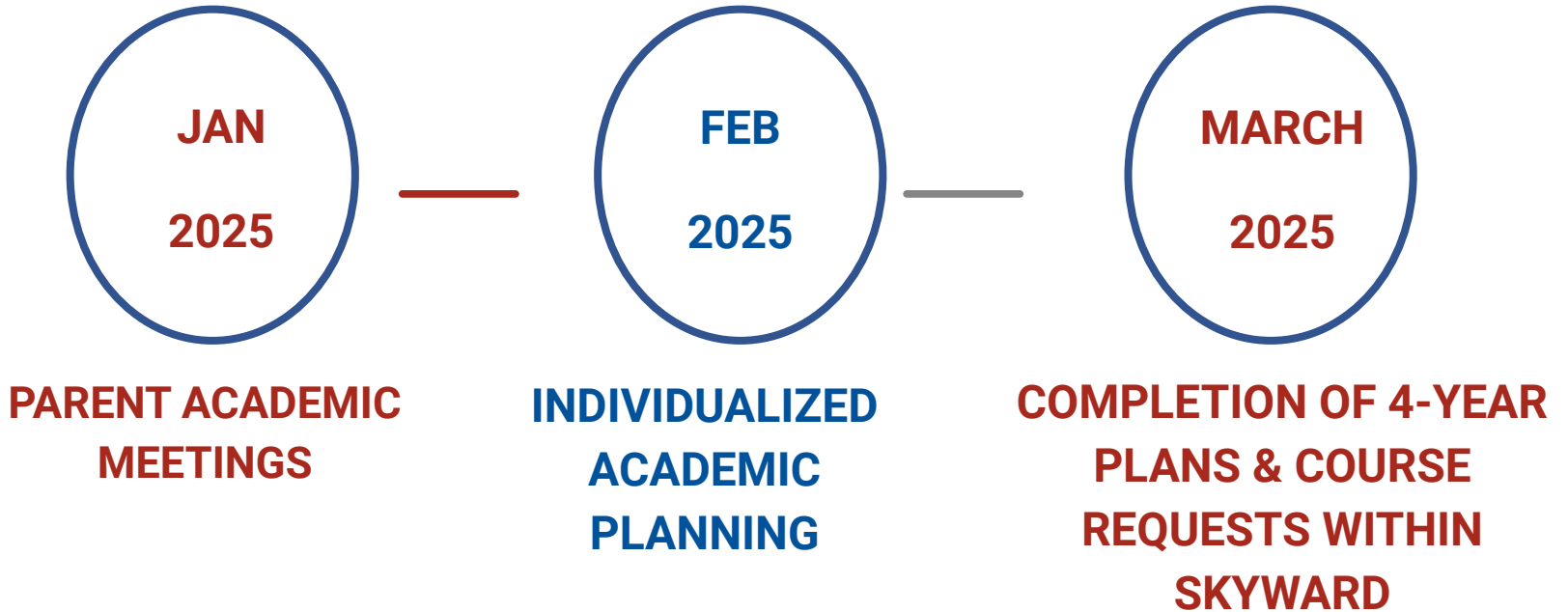
Midland College
MISD

Mark your calendar to participate in promoting programs of study to our MISD students and parents. More detailed information to come in November.





January 28, 2025
5:30 pm - 8:00 pm
@Horseshoe Pavillion

Questions:
latena.carpenter@midlandisd.net
432-240-1350

General Overview: 1.3 Engage parents in the grade transition process



Progress Update: 1.3 Engage Parents in the Grade Transition Process

Strategy		Brief Description of Work in Each Strategy	Expected Due Date	Deliverable or Key Milestone of this Initiative	On Schedule
1.	Longitudinal tracking of student success: grade promotion and transition trends	Academic progress monitoring and strategic student scheduling	ongoing	Retention and promotion rates, credit accrual, and graduation	
2.	Utilize credit recovery options- Coleman Flex Academy	Off-track students attend CHS while enrolled at traditional campus for up to six weeks	ongoing	Credit accrual and graduation	
3.	Collaborate with School Leadership and Teaching and Learning	Coordination of course reviews, additions, and updates to course catalog	ongoing	Course Catalog for publication in January 2025	
4.	Increase attendance and communication regarding campus specific meetings prior to Academic Planning	Communicate to increase parental involvement regarding specific opportunities for students	ongoing 66	January and February 2025 for rising 7th and up students and families	

SPOC Strategic Plan Update



Grow and Develop

Goal 7: Implement a streamlined onboarding process that enhances the integration of new employees, accelerates their proficiency in their roles, and fosters a strong sense of belonging and engagement within the organization.

Initiative 7.1: Develop a dedicated training and support program that equips staff with the skills and knowledge needed to effectively perform their roles and develop into future roles.

Executive Sponsor: Ashley Osborne

Initiative Owner: Jessie Garcia

Executive Director of Talent Acquisition and Development

General Overview: 7.1 Develop a dedicated training and support program

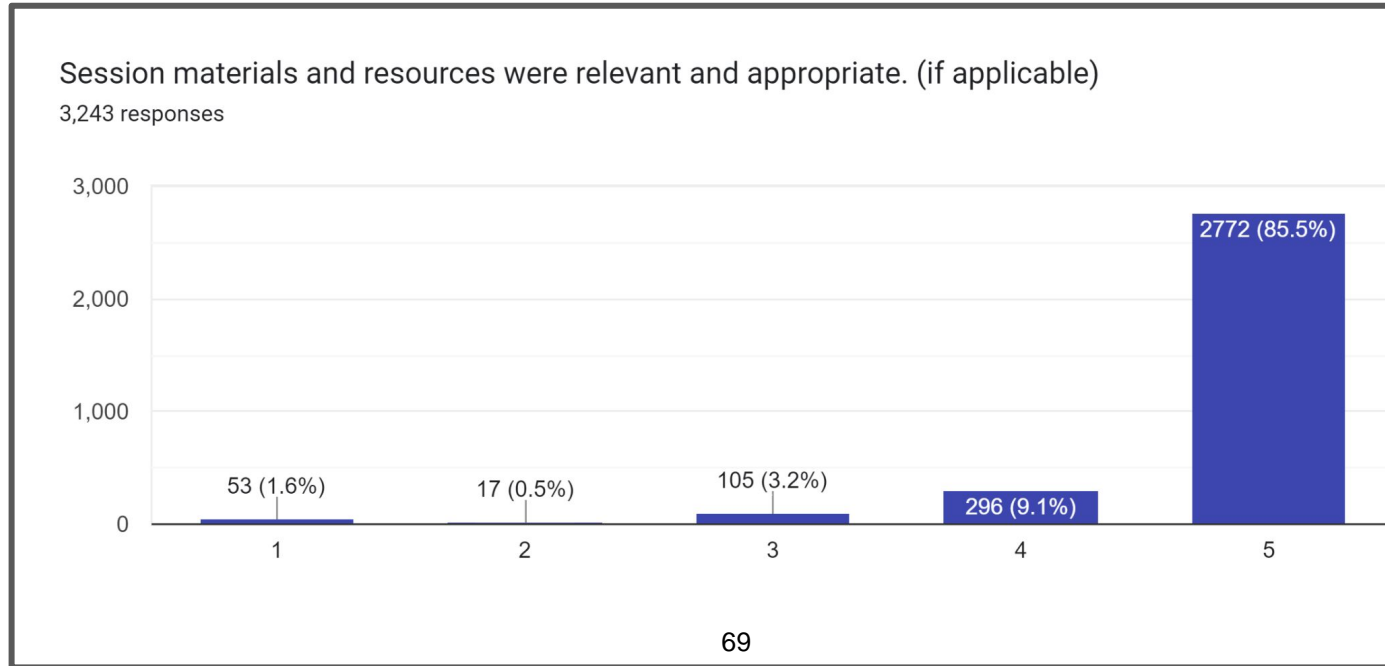
Recent Accomplishments:

- First New Employee Orientation completed on July 29, 2024.
- **Templates for ongoing Onboarding Processes**
- **Teach Like a Champion (TLAC) Training**
- Uniformed Professional Learning Survey

Upcoming Work and Milestones:

- Monthly workshops with Non-Instructional Leaders
- **Planning for 2025-2026 New Employee Orientation**
- **Onboarding Process Rollout**
- **Ongoing TLAC training and support**
- 25-26 Academic Calendar Committee and board approval

General Overview: 7.1 Develop a dedicated training and support program



General Overview: 7.1 Develop a dedicated training and support program

Ratings	1	2	3	4	5
Organization	1.70%	0.90%	3.20%	9.70%	84.50%
Objectives Clear	1.40%	0.70%	2.80%	10%	85%
Assignments	1.40%	0.60%	3.10%	9.60%	85.30%
Materials/Resources	1.60%	0.50%	3.20%	9.10%	85.50%
Average	1.53%	0.68%	3.08%	9.60%	85.08%
3243 Total Responses from 7/24-9/24	2.20%		97.75%		

General Overview: 7.1 Develop a dedicated training and support program



Teacher Support Request





MISD will provide individualized support for any teacher. In an effort to assist you, please let us know what type of support you need. We will schedule your appointment with an expert and communicate the time and date with you. Please fill out the form below to ensure that we get you the assistance you need.



 Midland Independent School District Optional Sessions for Instructional Professional Learning September 2024						
Elementary (PK-5)		Middle (6-8)		High (9-12)		Non-Instructional
Elementary Grades (PK-5)						
Date	Time	Session Title	Session Description	Eduphoria Link	Audience	Location or Virtual Link
9/16/2024	9:30-4:30	2nd Grade Math PL: Addition & Subtraction Word Problems with Algorithms	We will dig into an upcoming essential math TEKS.	Registration Link	2nd Grade Math Teachers	Parlier Elementary
9/16/2024	9:30-4:30	5th Grade Math PL: Multiplication with Decimals	We will dig into an upcoming essential math TEKS.	Registration Link	5th Grade Math Teachers	Burnet Elementary
9/17/2024	9:30-4:30	Pre-K Collaboration Meeting	Overview of curriculum, instructional coaching based on needs, Ongoing behavior and instructional supports.	Registration Link	All Pre-K teachers	Central office, Room 420



General Overview: 7.1 Develop a dedicated training and support program

Strategy		Brief Description of Work in Each Strategy	Expected Due Date	Deliverable or Key Milestone of this Initiative	On Schedule?
1.	New Employee Orientation	Completion of the 2024 New Employee Orientation. Reviewing feedback to improve changes for 2025.	July 14, 2025	Annual Event: Planning for 2025 is underway.	
2	Ongoing Professional Development (Systems and Processes)	Information is shared weekly for instructional and non-instructional staff.	Ongoing	Weekly professional learning offerings.	
3	Teacher Support Request (Systems and Processes)	Teacher support request form is sent weekly, and teacher's can request additional support.	Ongoing	Individualized support opportunity.	
4.	Teach Like A Champion Training	Monthly TLAC training provided to campus leadership for implementation	Ongoing 72	120-150 campus and district leaders are being trained on TLAC techniques.	

SPOC Strategic Plan Update

Student Experience



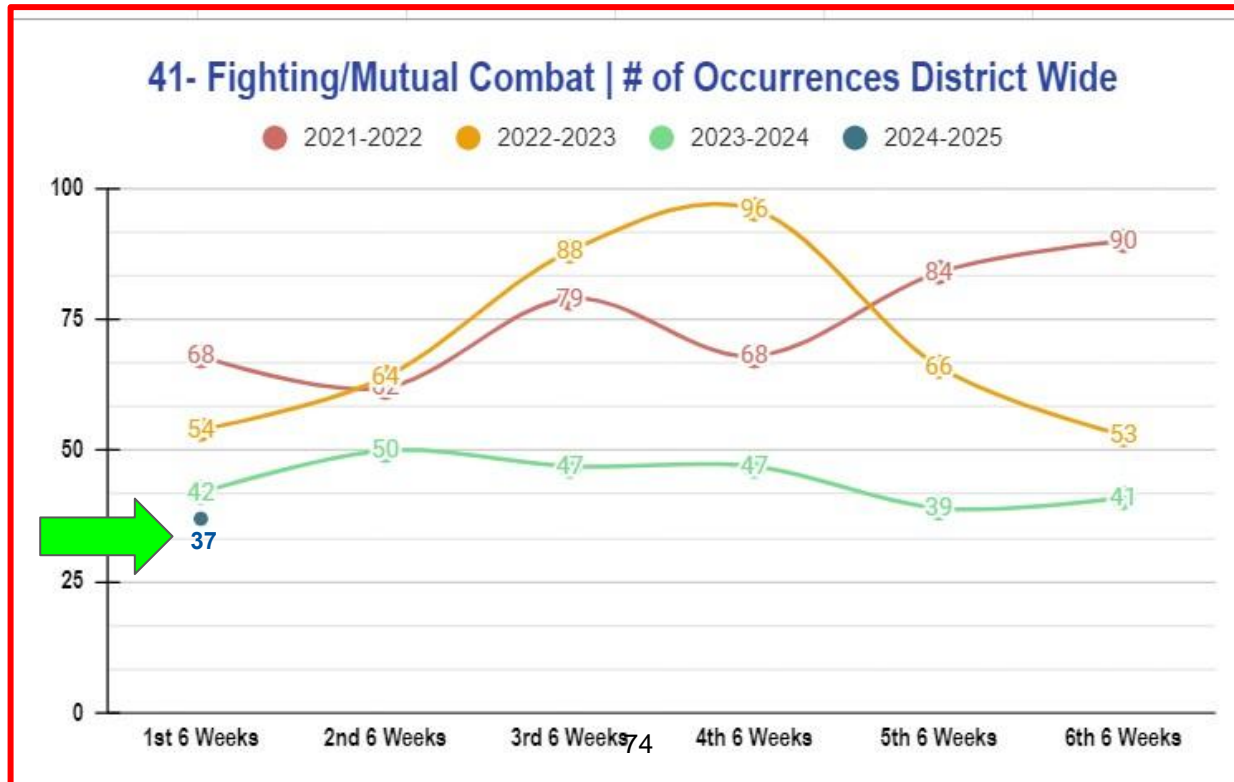
Goal 4: Cultivate nurturing and supportive environments for student well-being, providing comprehensive support systems and effective discipline strategies to promote a positive student experience for every child.

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.

Executive Sponsor: Robert Cedillo

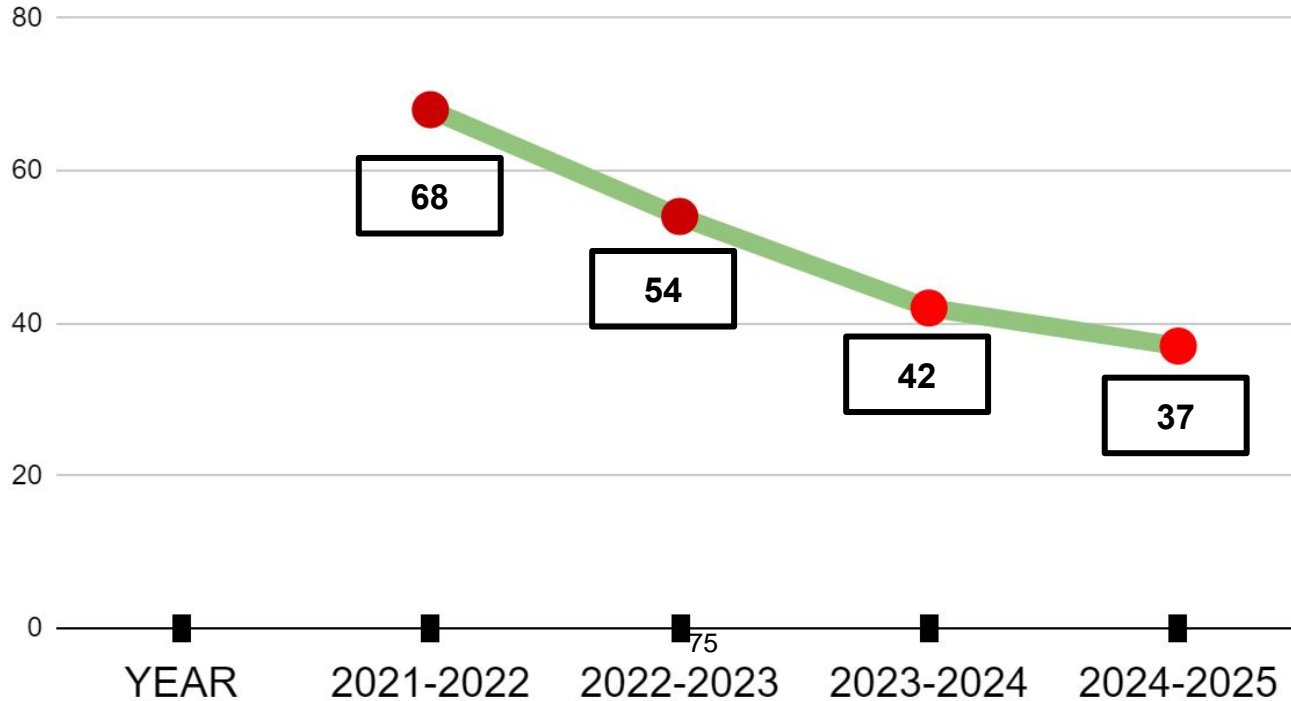
Initiative Owner: Shannon⁷³ Torres, Executive Director of School Leadership

Progress Update 4.1: Assess and Evaluate the effectiveness of discipline strategies- AGGRESSIVE BEHAVIORS

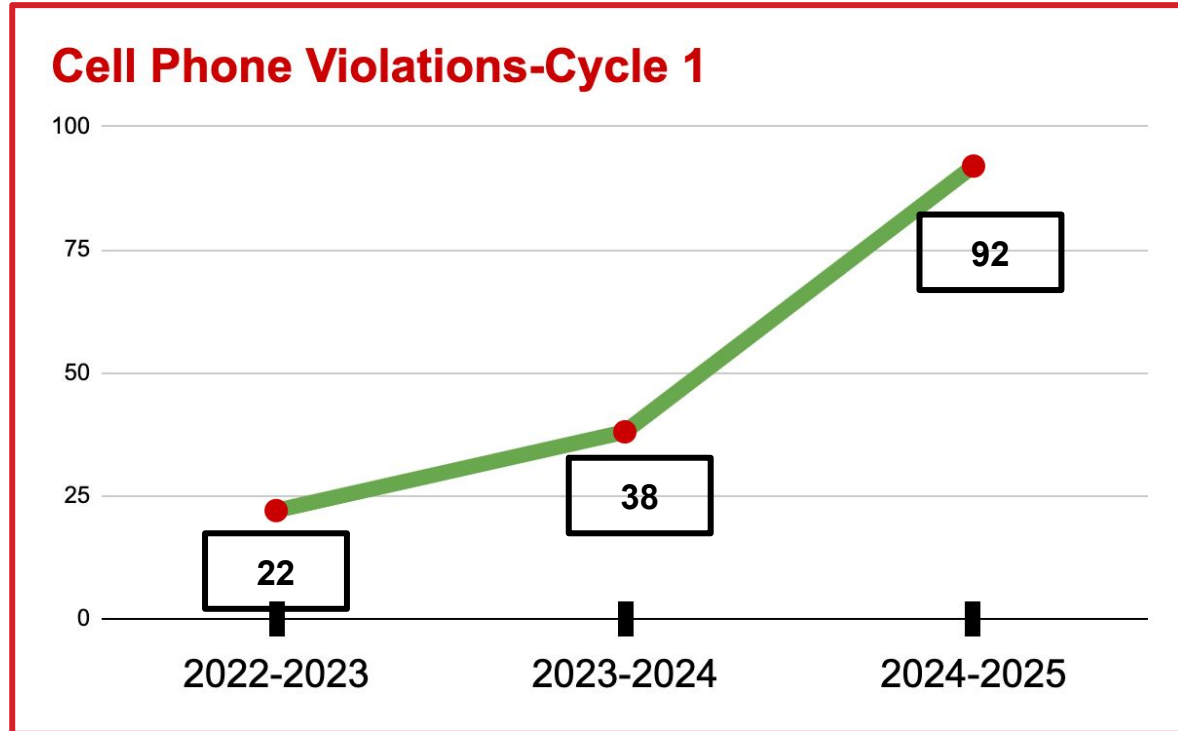
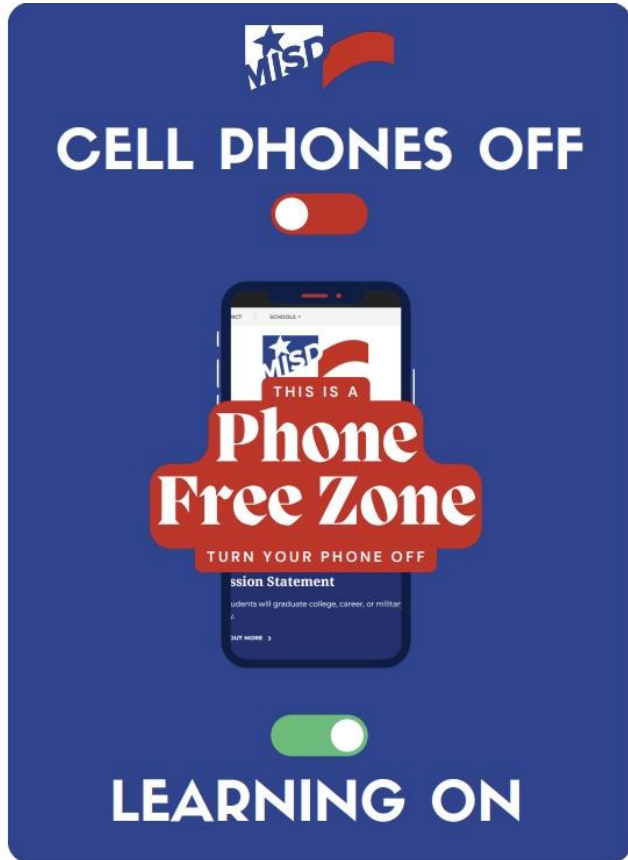


Progress Update 4.1: Assess and Evaluate the effectiveness of discipline strategies- AGGRESSIVE BEHAVIORS

Mutual Combats- Cycle 1



Progress Update 4.1: Assess and Evaluate the effectiveness of discipline strategies- CELL PHONE VIOLATIONS



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Progress Update 4.1: Assess and Evaluate the effectiveness of discipline strategies- CELL PHONE VIOLATIONS

Secondary Stakeholders' Thoughts:

"The new district cell phone policy has created a more focused and engaging learning environment. By reducing distractions, students are better able to participate in discussions and activities, leading to deeper understanding and collaboration. This policy encourages face-to-face interactions, fostering stronger relationships among peers and teachers."

Associate Principal, Lena Thompson

"I applaud the decision to implement the MISD cell phone policy this year. My classroom environment is now solely composed of educational conversations between students, and they are more engaged than ever in on task, learning opportunities. I praise our students for respecting the new policy, as well as our staff who are implementing it each day. We are seeing evidence of increased academic growth..."

English Teacher, Heather Conley

"The cell phone policy is something that should've been in place a while ago. It allows us students to focus more on our education rather than what's happening on social media."

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HS Student

Elementary Stakeholders' Thoughts:

“By incorporating the new cell phone policy, it has significantly enhanced focus and productivity in my classroom by minimizing distractions from notifications and social media. These clear guidelines have instilled a sense of accountability regarding device usage, leading to safer environments. Overall, a well-structured cell phone policy has created a more engaged, respectful, and focused classroom, ultimately benefiting everyone involved.”

Mindy Sellers, 6th Grade Teacher

“Rusk Elementary set the expectations early on and so it has been built into our campus culture. Students leave their cell phones in backpacks and ensure they are powered off each morning. Ultimately, the policy has helped to get ahead of any issues regarding cell phones and in turn, created a systematic approach that addresses issues in a practical and efficient manner.”

Kaylynn Cook, 5th Grade Teacher

Upcoming SPOC Milestones:

- ◆ October 30th SPOC Meeting
- ◆ Next Quarterly Board Update presented in February



9. Action Items

A. Discussion of and Request for Approval for Goal Update: Goal Progress Measures
GPM 1.1, GPM 1.2, GPM 2.1, GPM 2.2, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4,
GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, and
GPM 4.6

Presenter: Erin Bueno & Andrea Messick

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: Andrea Messick, Executive Director of Elementary Teaching and Learning
Erin Bueno, Associate Superintendent of School Improvement

Subject: Discussion of and Request for Approval for Board Goal Update:
Goal Progress Measures 1.1 and 2.1 related to Pre-K Phonological Awareness and Pre-K Math and Goal Progress Measures 1.2, 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 related to NWEA MAP Reading Language Arts and Mathematics Growth

Action Item

Financial Impact

NA

Board Goals/ Strategic Plan Goals

GPM 1.1: 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.

GPM 2.1: The percentage of Pre-K students on track to develop understanding on the CLI Engage math assessment will increase from **92% to 94%** by 2028.

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 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.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

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.

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 Directors of Teaching and Learning will provide an update on Goal Progress Measures 1.1 and 2.1 related to Pre-K Phonological Awareness and Pre-K Math and on Goal Progress Measures 1.2, 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 related to NWEA MAP Reading Language Arts and Mathematics Growth.

The Executive Directors of Teaching and Learning will present updates on Goal Progress Measures (GPMs) 1.1 and 2.1, focused on Pre-K Phonological Awareness and Pre-K Math, as well as GPMs 1.2 through 4.6, covering NWEA MAP Reading Language Arts and Mathematics growth. Beginning-of-Year (BOY) data will establish the baseline for these GPMs for the



Midland Independent School District

BOARD OF TRUSTEES AGENDA

2024-2025 school year. Growth measures will be reported following the Middle-of-Year (MOY) data in February and End-of-Year (EOY) data in June. The baseline data establishes a starting point, informs instruction, supports goal setting, and enables data-driven decision-making.

Recommendation

We recommend that the Board approve the information submitted in the Board Goal Update for Goal Progress Measures 1.1, 1.2, 2.1, 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 1.1, 1.2, 2.1, 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

Andrea Messick, Executive Director of Elementary Teaching and Learning
Erin Bueno, Associate Superintendent of School Improvement

Enclosure

October 2024 Board Goal Update Presentation

MADE IN



Board Goal Update

Goal Progress Measures 1.1, 1.2, 2.1, 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

CLI ASSESSMENTS

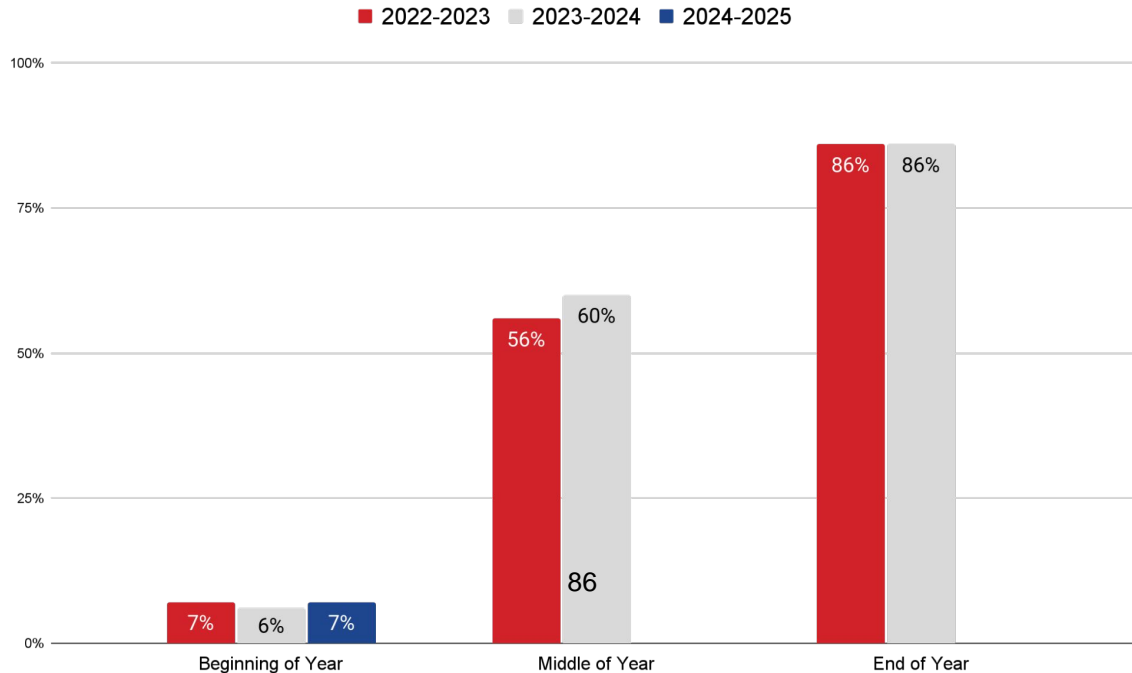
at a Glance

The Children's Learning Institute (CLI) assessments are utilized three times each school year in Midland ISD. The CLI platform enables teachers to quickly assess a child's progress in various skill areas. This simple, yet reliable, data collection allows teachers to focus on lessons that target their students' least developed skills throughout the school year.

Phonological Awareness	Overall Math
<ul style="list-style-type: none">● Letter Sounds● Rapid Letter Naming● Total Phonological Awareness<ul style="list-style-type: none">○ Syllables○ Onset-rime○ Rhyming 1○ Alliteration	<ul style="list-style-type: none">● Rote Counting● Shape Naming● Number Discrimination● Number Naming● Shape Discrimination● Counting Sets● Operations

GPM 1.1 Phonological Awareness

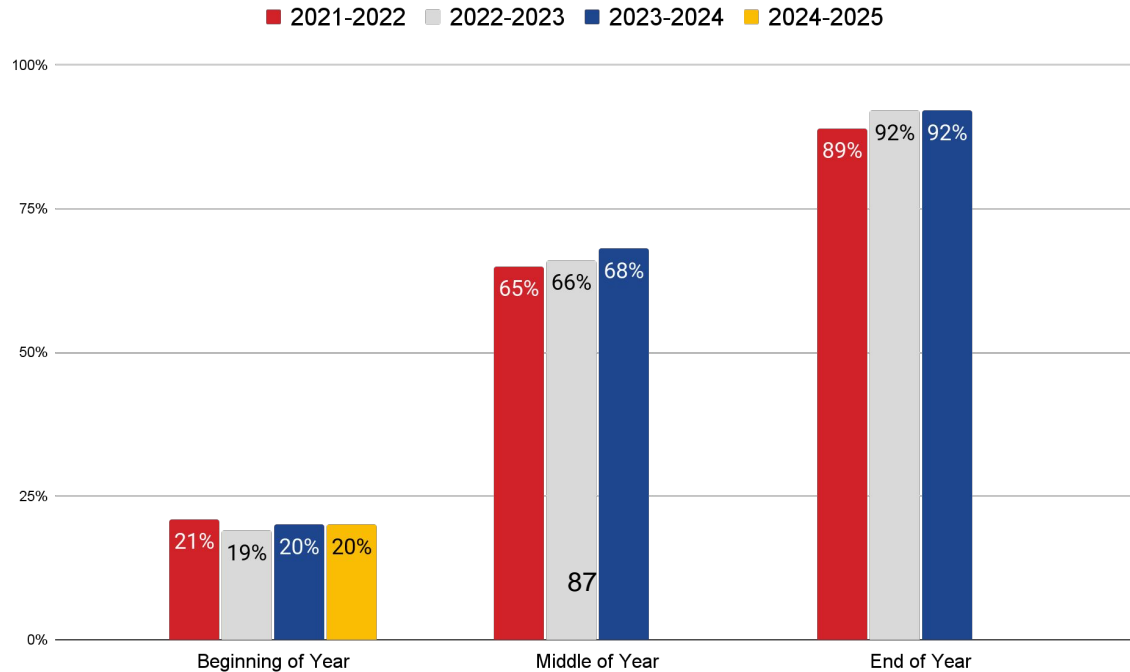
The percentage of Pre-K students on track to develop understanding on the CLI Engage phonological awareness assessment will increase from **86% to 89%** by 2028.



**On Track to Meet
End of Year Target
of 87%**

GPM 2.1 Overall Math

The percentage of Pre-K students on track to develop understanding on the CLI Engage math assessment will increase from **92% to 94%** by 2028.



**On Track to Meet
End of Year Target
of 92%**

NWEA MAP BOY 2024-2025

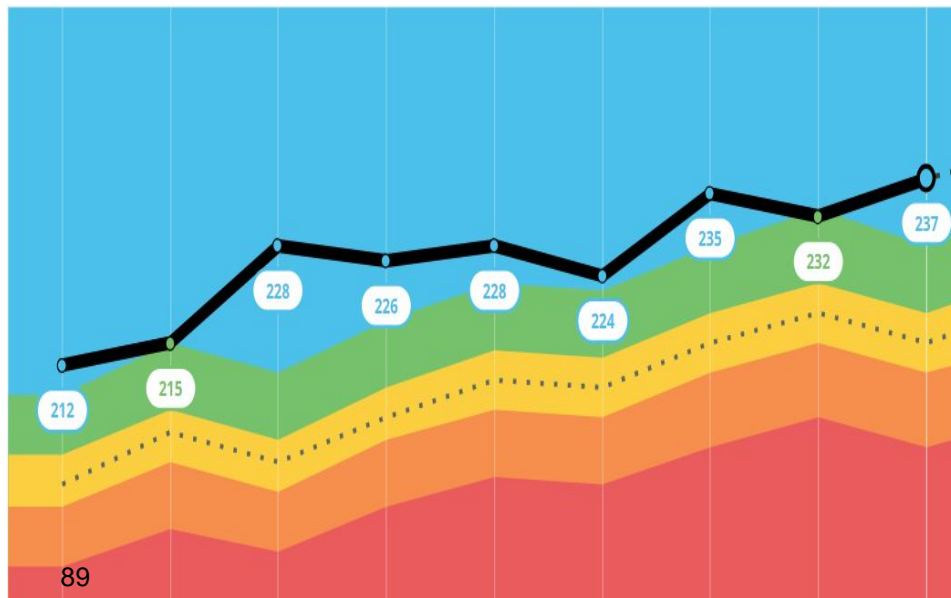
Goal Progress Measures 2.1, 2.2, 3.1-3.7 & 4.1-4.6

NWEA MAP

MAP Growth is an **adaptive** assessment that measures student achievement and growth in K–12 for math, reading, and science.

MAP BOY (Beginning of Year) Key Purposes:

- Establishes a Baseline
- Informs Instruction
- Supports Goal Setting
- Drives Data-Informed Decisions
- Identifies Learning Gaps
- Monitors Progress Over Time
- Differentiates Instruction
- Supports Tiered Interventions (MTSS/RTI)
- Predicts Future Performance

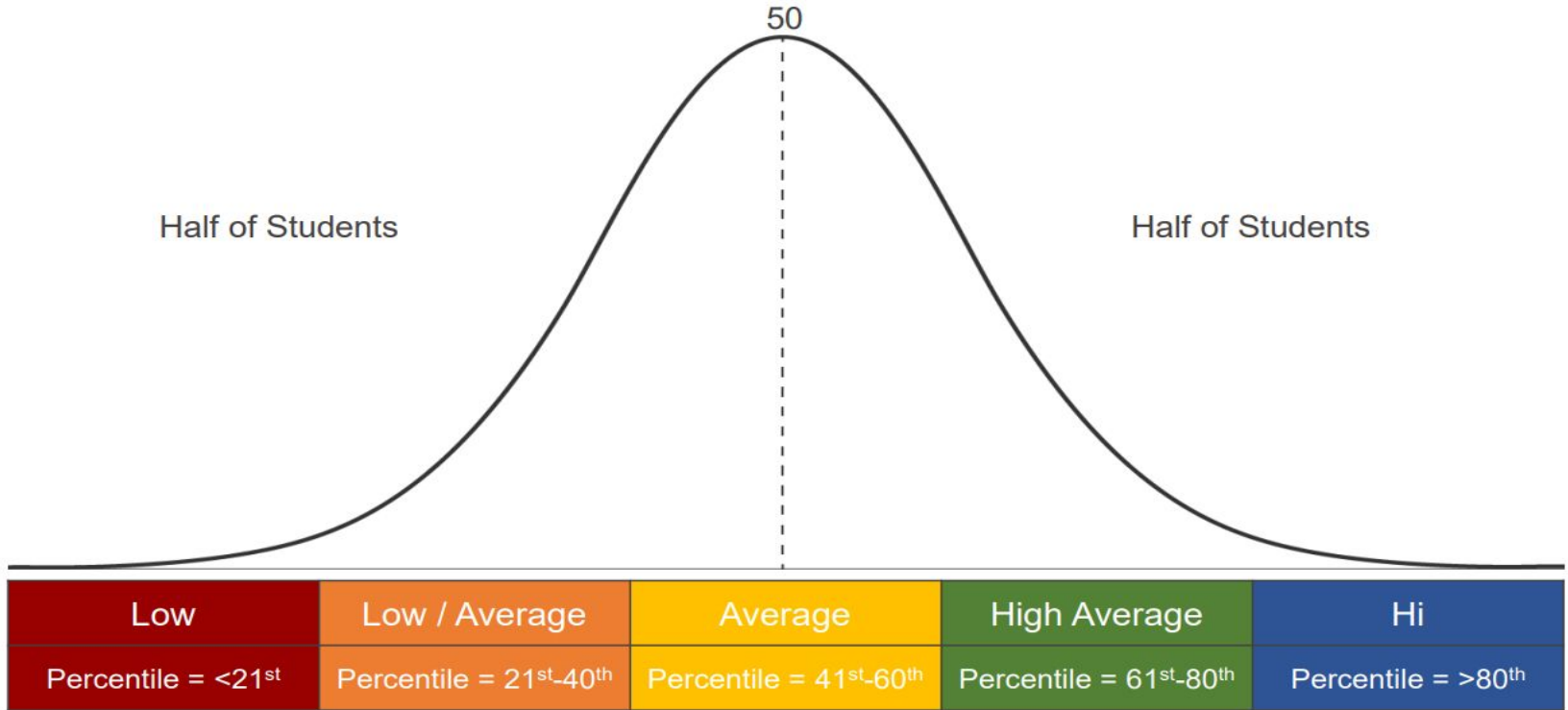


NWEA MAP Percentiles

PERCENTILES

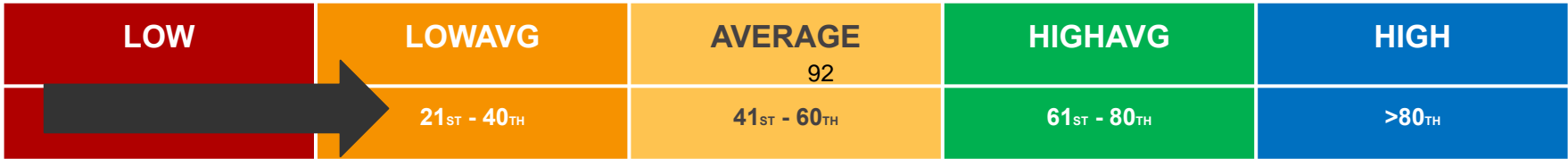
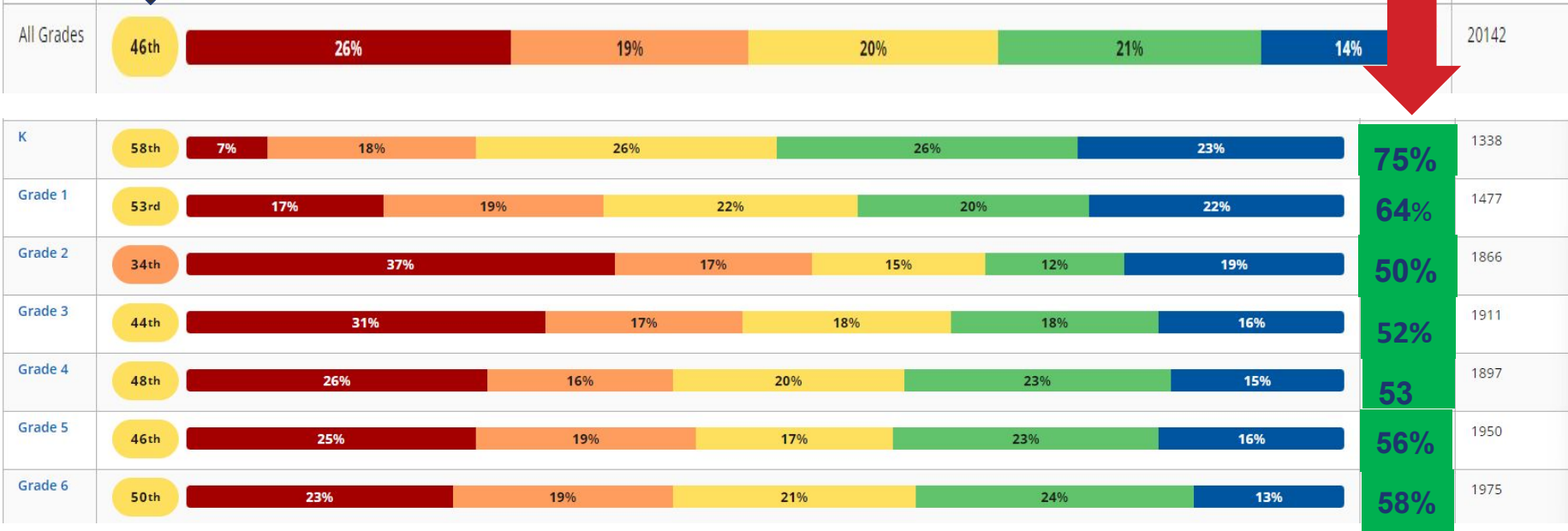
LOW	LOWAVG	AVERAGE	HIGHAVG	HIGH
<21ST	21ST - 40TH	41ST - 60TH	61ST - 80TH	>80TH

Norms for Achievement

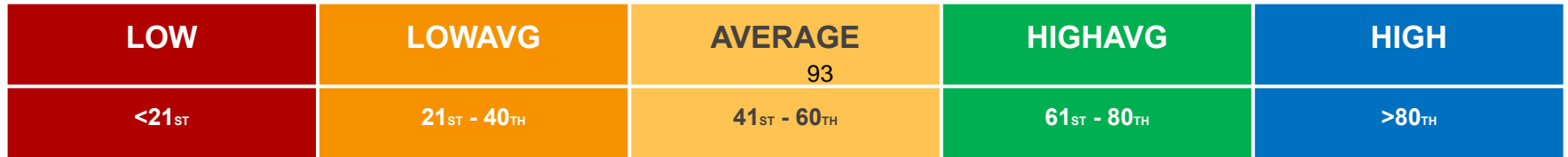
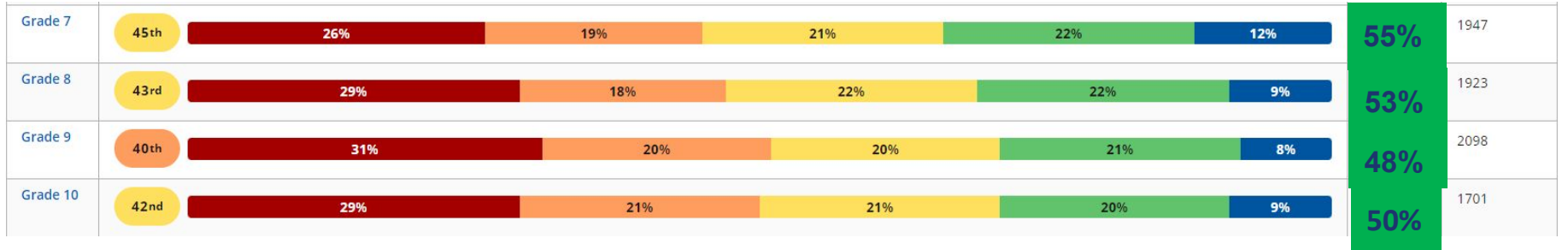


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RLA Achievement



RLA Achievement



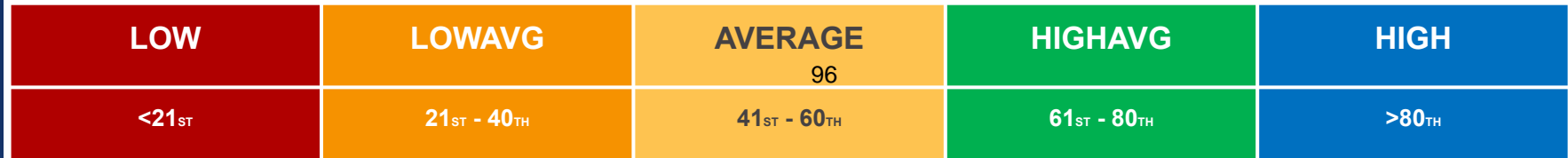
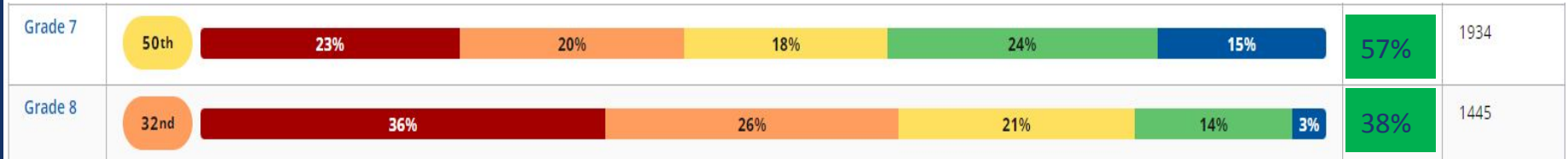
MAP Math

Math Achievement

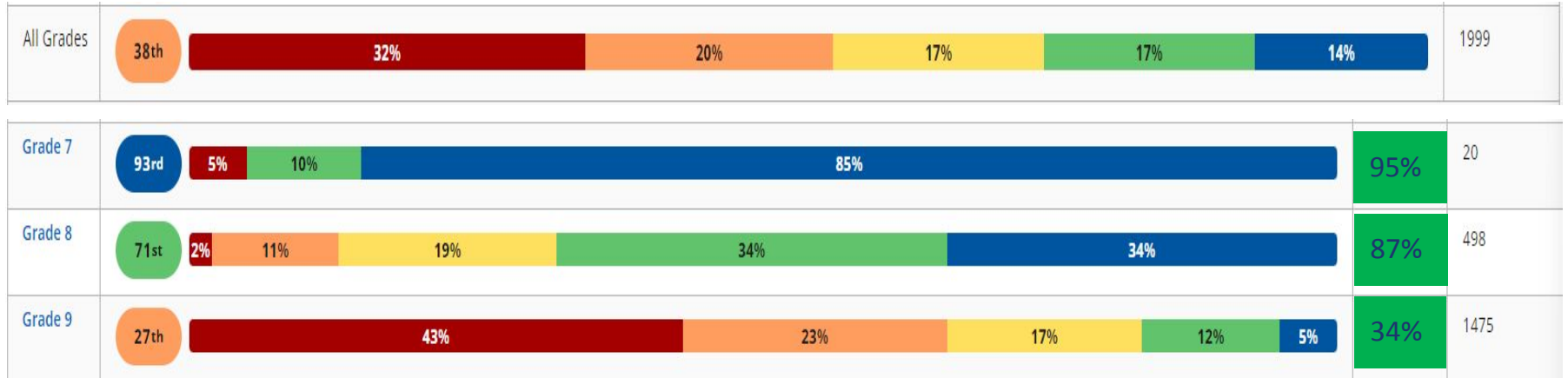
All Grades	50th	23%	18%	20%	22%	17%		16863
K	58th	11%	19%	21%	27%	22%	70%	1755
Grade 1	56th	16%	17%	21%	26%	20%	67%	1842
Grade 2	47th	26%	17%	20%	19%	18%	57%	1983
Grade 3	49th	26%	18%	19%	22%	15%	56%	2017
Grade 4	54th	20%	18%	19%	22%	21%	62%	1937
Grade 5	50th	25%	16%	19%	21%	19%	59%	1965
Grade 6	57th	19%	15%	22%	25%	19%	66%	1978

LOW	LOWAVG	AVERAGE 95	HIGHAVG	HIGH
<21 ST	21 ST - 40 TH	41 ST - 60 TH	61 ST - 80 TH	>80 TH

Math Achievement



Algebra I Achievement



LOW	LOWAVG	AVERAGE	HIGHAVG	HIGH
<21 ST	21 ST - 40 TH	41 ST - 60 TH	61 ST - 80 TH	>80 TH

Action Steps

STUDENT EXPERIENCE

- Students will track their BOY data and set MOY goals.
- Students will engage in i-Ready & IXL practice each week.

GROW & DEVELOP STAFF

- Offer TEKS specific professional learning opportunities after school and job-alike professional learning during PLCs and on district PL days.
- Teachers will set student goals and track progress to ensure they are targeting students' needs.

ENGAGE & ACT

- Partnering with the Student Services Department to engage with parents and community members during family events.
- Continue to provide parent communication regarding instruction and assessment data.



A test alone never changed a kid's life;
it's what happens after the assessment
that makes all the difference.”

Chris Minnich

President, NWEA

Board Goals Reporting Calendar

February	GPM 1.1, GPM 1.2, GPM 1.4, GPM 2.1, GPM 2.2, GPM 2.3, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6
March	GPM 1.3
April	
May	GPM 1.1, GPM 2.1
June	GPM 1.2, GPM 1.3, GPM 2.2, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6
July	CPM 1.1
August	GPM 5.2, GPM 5.3, GPM 5.6
September	GPM 5.1, GPM 5.4, GPM 5.8, CPM 2.1
October	GPM 1.1, GPM 1.2, GPM 2.1, GPM 2.2, GPM 3.1, GPM 3.2, GPM 3.3, GPM 3.4, GPM 3.5, GPM 3.6, GPM 3.7, GPM 4.1, GPM 4.2, GPM 4.3, GPM 4.4, GPM 4.5, GPM 4.6
November	GPM 1.3 100
December	

MADE IN



B. Discussion of and Request for Approval of the Nominations to sit on the Midland
Central Appraisal District Board of Trustees
Presenter: Tucker Durham

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: Tucker Durham, Chief Financial Officer

Subject: Discussion of and Request for Approval of the Nominations to sit on the Midland Central Appraisal District Board of Trustees

Action Item

Financial Impact

N/A

Board Goals/ Strategic Plan Goals/Board Policy

Board Policy CCH

Executive Summary

Every biennium, the Midland Central Appraisal District (MCAD) contacts the County, City, School Districts, and Junior College districts for their Board to cast nominations for local citizens to represent their respective areas. Once the process is complete, five directors will be appointed and will serve a two-year term beginning in January 2024. These directors will be sworn in during the MCAD meeting.

To be eligible to serve, an individual must have resided in the district for the past two years, does not owe any delinquent taxes on property owned, is not an employee of a taxing unit, and is not related to an individual engaged in appraiser property for compensation in the appraisal district as outlined under Chapter 573 of the Government Code.

The district's current representatives are Kelly Cooke (chairman), Robert Kmiec, and John Kennedy. Since the district has the largest percentage of the total tax levy, we also get the majority of the votes.

Nominations must be submitted by all entities by October 15, or soon thereafter. By October 30, once the appraisal district receives nominations, the Chief Appraiser will prepare a ballot listing the nominees. Afterward, the ballots will be provided to the entities to cast their vote for the nominees on the ballot. The administration will bring the resolution before the board at the November board meeting.

Recommendation

The administration recommends that the Board of Trustees adopt a resolution to nominate the current MISD representatives to serve a two-year term starting January 2025 on the Board of Directors for the Midland Central Appraisal District.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Motion

N/A

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Nomination Letter from the Midland Central Appraisal District
Resolution Nominating Candidates



MIDLAND CENTRAL APPRAISAL DISTRICT
4631 ANDREWS HWY.
P. O. BOX 908002 MIDLAND, TEXAS 79708-0002
(432) 699-4991 FAX (432) 689-7185

September 13, 2024

Mr. Tommy Bishop
President, Board of Trustees
Midland Independent School District
615 W. Missouri Ave.
Midland, Texas 79701-5017

Dear Mr. Bishop:

It is time once again to begin the selection process for the Appraisal District's Board of Directors. Only County, City and School districts, and Junior College districts, can cast ballots for directors. The five directors chosen will serve a two-year term beginning in January 2025. The directors will be sworn in at our January 2025 meeting.

Your current representatives are:

Kelly Cooke (chairman), Robert Kmiec, and John Kennedy.

To be eligible to serve on the Board of Directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit in the district.

An individual is ineligible to serve on the Appraisal District Board of Directors and is disqualified from employment as Chief Appraiser if the individual is related within the second degree by consanguinity or affinity, as determined under Article 5996h, Revised Statutes, to an individual who is engaged in the business of appraising property for compensation for use in proceedings under this title or of representing property for compensation in proceedings under this title in the Appraisal District.

The presiding officer of each unit must submit a written resolution to the Chief Appraiser that includes the names and addresses of each unit's nominees by October 15 or as soon thereafter as practical. Each voting unit may nominate a candidate for each position filled.

By October 30, or as soon thereafter as practical, the Chief Appraiser will prepare a ballot listing the nominees alphabetically by each candidate's last

name. The Chief Appraiser will deliver a copy of this ballot to the presiding officer of the governing body of each voting unit.

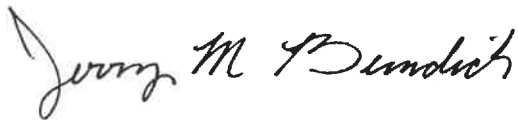
Before November 15, or as soon thereafter as practical, each voting unit will cast its votes by written resolution and submit it to the Chief Appraiser. A voting unit must cast its votes for a person nominated. There is no provision for write-in candidates. The Chief Appraiser may not count votes cast for someone not listed on the official ballot.

Chief Appraiser will count the votes from the voting units and declare the candidates who received the largest vote totals. The Chief Appraiser will notify all taxing units (voting and non-voting) and all candidates (winners and losers) of the outcome. This will occur as soon as all votes from all voting units are received.

Enclosed please find a calculation of the number of votes that each voting unit may cast, and a Resolution that may be used in the nomination process.

If you have any questions regarding the selection of directors for the Appraisal District, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Jerry M. Bundick".

Jerry M. Bundick, RPA, RTA
Chief Appraiser

Enclosure

cc: Dr. Stephanie Howard, Superintendent
Mr. Tucker Durham, Finance Director

RESOLUTION NO. _____

**RESOLUTION NOMINATING CANDIDATES FOR THE
MIDLAND CENTRAL APPRAISAL DISTRICT BOARD OF
DIRECTORS**

WHEREAS, pursuant to the Tax Code, Section 6.03, it is incumbent upon the Board of Trustees of the Midland Independent School District to make nominations for the Board of Directors of the Midland Central Appraisal District;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE MIDLAND INDEPENDENT SCHOOL DISTRICT OF MIDLAND, TEXAS;

SECTION ONE. That the following persons are hereby nominated for membership on the Board of Directors of the Midland Central Appraisal District:

<u>NAME</u>	<u>ADDRESS</u>	<u>TELEPHONE #</u>
1.		
2.		
3.		

SECTION TWO. That the President of the Board of Trustees of the Midland Independent School District, deliver a copy of this resolution to the Chief Appraiser of the Midland Central Appraisal District.

On motion of Board member _____, seconded by Board member _____, the above and foregoing resolution was adopted by the Board of Trustees of the Midland Independent School District at a regular meeting on the _____ day of _____, A. D., 2024 by the following vote:

Board members voting "AYE": _____
Board members voting "NAY": _____

Mr. Tommy Bishop
President, Board of Trustees

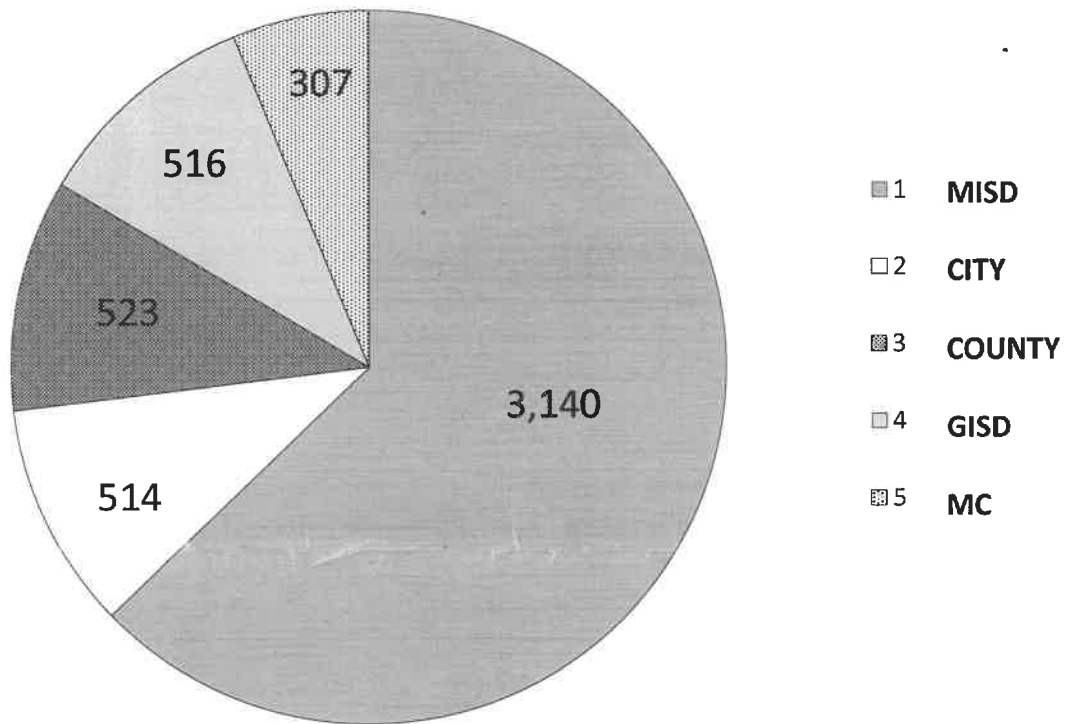
ATTEST:

Secretary, Board of Trustees

CALCULATION OF VOTES FOR MIDLAND CENTRAL APPRAISAL DISTRICT

BOARD OF DIRECTORS FOR 2025 & 2026

JURISDICTION	2023 TAX LEVY	PERCENTAGE OF TOTAL LEVY	NUMBER OF VOTES
MIDLAND I S D	\$ 403,688,701.98	62.81%	3,140
CITY OF MIDLAND	\$ 66,039,692.89	10.28%	514
MIDLAND COUNTY	\$ 67,269,012.58	10.47%	523
GREENWOOD I S D	\$ 66,285,177.30	10.31%	516
MIDLAND COLLEGE	\$ 39,404,301.53	6.13%	307
TOTAL	\$ 642,686,886.28	100.00%	5,000



MADE IN



**Discussion of and Request for Approval of
the Nominations to Sit on the Midland
Central Appraisal District Board of Trustees**

10.15.24

Overview

- The Board of Trustees must nominate three candidates to sit on the Board of Directors for a two-year period starting January 2025
- To be eligible to sit on the Midland Central Appraisal District Board of Directors, one must
 - Reside in the Midland County area for the past two years
 - Does not owe any delinquent taxes on property owned
 - Is not an employee of a taxing unit
 - Is not related within the 2nd degree by consanguinity or affinity to an individual appraising property in the appraisal district
- The districts current representatives are;
 - Kelly Cooke (chairman)
 - Robert Kmiec
 - John Kennedy

Recommendation

The administration recommends the Board of Trustees adopt a resolution to nominate the current MISD representatives to serve a two-year term starting January 2025 on the Board of Directors for the Midland Central Appraisal District

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, including to provide legal advice regarding two separate Level III grievance hearings.

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, including discussion of the timeline for the superintendent's 2024-2025 summative evaluation and discussion of a Level III hearing on a student matter and a Level III hearing on an employee matter.

Section 551.0821 - For the purpose of deliberation on a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed by the deliberation, including discussion of a Level III hearing on a student matter.

11. Consideration and Possible Action regarding a Level III Grievance

12. Consideration and Possible Action regarding a Level III Grievance

13. Discussion of and Approval of the Timeline for Summative Superintendent Evaluation 2024-2025

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Presenter: Tommy Bishop, Board President



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: President, Tommy Bishop

Subject: Discussion of and Approval of the Timeline and Process for the Superintendent's Annual Evaluation

Action Item

Financial Impact

N/A

Board Goals/ Strategic Plan Goals

N/A

Executive Summary

In accordance with Board Policy BJCD(LEGAL) and BJCD(LOCAL), the board shall appraise a superintendent annually. Attached you will find the proposed timeline for evaluating the superintendent, the proposed document, the document attached is for your reference and will be replaced with the Commissioner's Worksheet and appraisal components when released in December, and the annual targets for progress towards the Board's Goals through 2028.

Recommendation

Approval of the Timeline and Process for the Superintendent's Annual Evaluation

Motion

Approve as presented

Contact Person

Mr. Tommy Bishop

Enclosure

Timeline for the Superintendent's Evaluation

Appraisal Document

Annual Targets for Progress towards the Board's Goals through 2028

- 14. Action Arising from Closed Session
- 15. Consent Agenda
 - A. Approval of Board Meeting Minutes

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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Subject: Approval of Board Meeting Minutes

Consent Item

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

September 27, 2024

Regular Meeting and Public Hearing to
Discuss the Proposed Tax Rate for 2024-2025
Tuesday, September 17, 2024 5:30 PM

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 and Public Hearing to Discuss the Proposed Tax Rate for 2024-2025, Tuesday, September 17, 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, attended via Videoconference
Katie Joyner, Vice President
Sara Burleson, Secretary
Michael Booker
Brandon Hodges, attended via Videoconference
Robert Marquez
Bryan Murry

Dr. Stephanie Howard, Superintendent

1. Call to Order - Roll Call

The meeting was called to order at approximately 5:35 p.m.

President Bishop and Trustee Hodges attended the meeting virtually. President Bishop arrived at 5:48 p.m., and Trustee Hodges arrived at 5:54 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. Young Women's Leadership Academy

4.A.1. Principal, Laura Doughty

4.A.1.a. Pledge Leaders: Naylenie Gutierrez Parra and Allizay Parra

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. College Board National Recognitions

5.A.2. FFA Lonestar Degree Recipients

5.A.3. Texas State Solo and Ensemble Contest

5.B. MISD Staff Recognitions

5.B.1. Principal Incentive Allotment Recipients

6. Public Forum

Susan Couch	FFA - Ag
-------------	----------

7. Public Hearing

7.A. Public Hearing to Discuss the Proposed Tax Rate for 2024-2025

Tucker Durham Conducted the Public Hearing to Discuss the Proposed Tax Rate for 2024-2025

Approximately 5:58 p.m., Vice President, Katie Joyner, Opened the Public Hearing for 2024-2025 Tax Rate

There was no public comment.

Approximately 5:59, Vice President, Katie Joyner, Closed the Public Hearing

8. Action Items

8.A. Discussion of and Request for Approval for all Matters Incident and Related to Providing for the Defeasance and Redemption of Certain Currently Outstanding Obligations of the District, Including the Adoption of an Order Pertaining Thereto

The board approved for all Matters Incident and Related to Providing for the Defeasance and Redemption of Certain Currently Outstanding Obligations of the District, Including the Adoption of an Order Pertaining Thereto.

Motion, made by Bryan Murry and seconded by Michael Booker

Motion carried 7-0

8.B. Discussion of and Possible Approval of the 2024-2025 Tax Rate

The Administration recommends the Board of Trustees adopt a maintenance and operations tax rate of \$0.6669 and an interest and sinking tax rate of \$0.2101 for a total tax rate of \$0.877 per \$100 valuation.

Motion, made by Bryan Murry and seconded by Robert Marquez

Motion carried 7-0

9. Superintendent's Update

10. District Informational Reports

10.A. Bond 2023 Monthly Report

10.B. Summer Learning

11. Action Items

11.A. Discussion of and Request for Approval for Board Goal Update: Goal Progress Measures GPM 5.1, 5.4, 5.8, CPM 2.1

The Board approved the Board Goal Update: Goal Progress Measures GPM 5.1, 5.4, 5.8, CPM 2.1.

Motion, made by Robert Marquez and seconded by Bryan Murry

Motion carried 7-0

11.B. Discussion of and Request of Approval for Naming of New Elementary School

The Board Approved the Naming of New Elementary School, Lone Star Trails Elementary

Motion, made by Michael Booker and seconded by Sara Burlison

Motion carried 7-0

11.C. Discussion of and Request for Approval of the 2024-2025 Campus Improvement Plans (CIP)

The Board Approved the 2024-2025 Campus Improvement Plans (CIP)

Motion, made by Bryan Murry and seconded by Robert Marquez

Motion carried 7-0

11.D. Discussion of and Approval for RFP # 23-75 Police Department Vehicle Purchase

The Board Approved the RFP # 23-75 Police Department Vehicle Purchase.
Motion, made by Michael Booker and seconded by Sara Burleson
Motion carried 7-0

12. Closed session in accordance with Government Code Section 551.001 et. seq.

The Board went into closed session at approximately 7:03 p.m.

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, including to provide legal advice regarding two separate Level III hearings on student matters.

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, including discussion of two separate Level III hearings on student matters.

Section 551.082 - For the purpose of deliberation in a case involving discipline of a public-school child, including discussion of a Level III hearing on a student matter.

Section 551.0821 - For the purpose of deliberation on a matter regarding a public-school student if personally identifiable information about the student will necessarily be revealed by the deliberation, including discussion of two separate Level III hearings on student matters.

The Board returned from closed session at approximately 9:39 p.m.

13. Consideration and Possible Action regarding a Level III Grievance

Action regarding the Level III Grievance to grant the appeal in part and deny the appeal in part, as follows: In addition to the remedies already granted at previous levels, MISD shall open an investigation into the incident that occurred on March 22, 2024 and take any appropriate action upon conclusion of that investigation. The other requests for relief are denied due to the fact that the Board does not have the authority to grant those specific remedies.

Motion, made by Bryan Murry and seconded by Michael Booker
Motion carried 6-1

Marquez - Nay

14. Consideration and Possible Action regarding a Level III Grievance

Item was struck from the agenda due to the Level III hearing not being held.

15. Action Arising from Closed Session – none.

16. Consent Agenda

The Board Approved the Consent Agenda

Motion, made by Bryan Murry and seconded by Sara Burleson
Motion carried 7-0. No items were pulled for individual consideration.

16.A. Approval of Board Meeting Minutes

16.B. Approval of Monthly Financials

16.C. Approval of Budget Amendment #2

16.D. Approval of RFP # 24-29 Building Maintenance, Repair & Operation (MRO)
Equipment, Supplies and Related Items & Services

16.E. Approval of Memorandum of Understanding between MISD and Reeves County
concerning Harvesting of Turf from District Owned Property

17. Information Items

17.A. Board Committee Monthly Report

17.B. Human Capital Monthly Report

17.C. Reportable Purchase Orders Over \$100,000

18. Adjourn

The meeting was adjourned at approximately 9:44 p.m.

Motion, made by Tommy Bishop and seconded by Robert Marquez

Motion carried 7-0



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 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 September 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 September 2024.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

September 2024 Monthly Financial Report

Monthly Financial Report

As of September 30, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

GENERAL FUND

As of September 30, 2024

	Original Budget	Revised Budget	2024-2025 FYTD Activity	Percent of Revised Budget
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 321,544,406	\$ 987,243	0.31%
5700 Other Local Revenue	16,806,748	16,854,795	5,068,208	30.07%
5800 State Revenue	18,905,031	18,905,031	2,879,143	15.23%
5831 TRS On-Behalf	10,742,905	10,742,905	3,225,099	30.02%
5900 Federal Revenue	1,219,276	1,219,276	104,554	8.58%
Total Revenues	369,218,366	369,266,413	12,264,247	3.32%
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	182,574,645	32,609,511	17.86%
12 - Instructional Resources and Media Services	3,471,082	3,471,082	529,818	15.26%
13 - Staff Development	5,152,769	5,135,769	1,340,883	26.11%
21 - Instructional Administration	7,879,559	7,430,803	1,618,983	21.79%
23 - Campus Administration	16,844,981	16,844,981	3,297,438	19.58%
31 - Guidance and Counseling	13,244,624	13,500,924	2,278,886	16.88%
32 - Social Services	816,045	816,045	77,107	9.45%
33 - Health Services	3,950,812	3,950,812	675,070	17.09%
34 - Student (Pupil) Transportation	9,517,891	9,821,691	1,576,346	16.05%
35 - Food Services	232,650	232,650	79,183	34.04%
36 - Cocurricular / Extracurricular Activities	9,884,785	9,884,785	1,589,883	16.08%
41 - General Administration	8,992,032	8,882,467	2,042,636	23.00%
51 - Plant Maintenance and Operation	47,348,467	47,525,583	10,727,546	22.57%
52 - Security and Monitoring Services	7,338,925	7,352,281	1,645,635	22.38%
53 - Data Processing Services	7,902,408	7,230,187	2,143,378	29.64%
61 - Community Services	1,657,344	1,665,844	262,852	15.78%
71 - Debt Services	3,503,285	4,219,116	1,475,938	34.98%
81 - Facilities Acquisition and Construction	-	472,999	458,439	96.92%
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	78,418,965	19,604,741	25.00%
99 - Intergovernmental Charges	3,509,476	3,509,476	1,674,189	47.70%
Total Expenditures	411,772,559	412,941,104	85,708,463	20.76%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(43,674,692)	(73,444,216)	
EXPENDITURES by OBJECT				
6100 Payroll	241,826,275	241,825,275	41,213,871	17.04%
6200 Contracted Services	55,886,466	55,949,933	14,312,840	25.58%
6224 Ch. 49 Recapture Payment	78,418,965	78,418,965	19,604,741	25.00%
6300 Supplies	16,343,653	15,126,812	2,368,352	15.66%
6400 Other Operating Expenses	11,824,401	11,853,355	5,750,995	48.52%
6500 Debt Service	3,503,285	4,219,116	1,475,938	34.98%
6600 Capital Outlay	3,969,514	5,547,650	981,725	17.70%
Total Expenditures	411,772,559	412,941,104	85,708,463	20.76%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(43,674,692)	(73,444,216)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
CHILD NUTRITION FUND
As of September 30, 2024

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,935,250	\$ 594,317	15.10%
5800 State Revenue	57,500	57,500	-	0.00%
5900 Federal Revenue	13,285,000	13,285,000	2,251,541	16.95%
Total Revenues	17,277,750	17,277,750	2,845,858	16.47%
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	17,277,750	2,838,069	16.43%
Total Expenditures	17,277,750	17,277,750	2,838,069	16.43%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	-	7,788	
EXPENDITURES by OBJECT				
6100 Payroll	7,635,059	7,635,059	1,127,859	14.77%
6200 Contracted Services	1,215,251	1,349,851	370,755	27.47%
6300 Food & Other Supplies	8,160,940	7,427,740	1,300,920	17.51%
6400 Other Operating Expenses	266,500	266,500	6,587	2.47%
6600 Capital Outlay	-	598,600	31,948	5.34%
Total Expenditures	17,277,750	17,277,750	2,838,069	16.43%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	-	7,788	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
DEBT SERVICE FUND
As of September 30, 2024

	<u>Original Budget</u>	<u>Revised Budget</u>	<u>2024-2025 FYTD Activity</u>	<u>Percent of Revised Budget</u>
REVENUES				
5710 Ad Valorem Taxes	\$ 99,144,577	\$ 99,144,577	\$ 257,257	0.26%
5700 Other Local Revenue	2,000,000	2,000,000	815,256	40.76%
5800 State Revenue	520,485	520,485	-	0.00%
Total Revenues	101,665,062	101,665,062	1,072,513	1.05%
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal)	29,725,000	29,724,000	-	0.00%
71 - Debt Service (Interest)	38,685,780	38,685,780	2,270,545	5.87%
71 - Bond Issuance Cost and Fees	33,254,282	105,115,520	105,115,020	100.00%
Total Expenditures	101,665,062	173,525,300	107,385,565	61.88%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	(106,313,052)	
EXPENDITURES by OBJECT				
6500 Debt Service	101,665,062	173,525,300	107,385,565	61.88%
Total Expenditures	101,665,062	173,525,300	107,385,565	61.88%
OTHER FINANCING SOURCES (USES)				
7900 Other Financing Sources	-	-	-	
8900 Other Financing Uses	-	-	-	
Net Other Financing Sources (Uses)	-	-	-	
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	(106,313,052)	

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES
LOCAL CAPITAL PROJECTS FUND
As of September 30, 2024

	Beginning Project Balance	Revised Budget	2024-2025 FYTD Activity	Percent of Revised Budget
REVENUES				
Interest Income		\$ -	\$ 136,449	0.00%
Total Revenues		-	136,449	0.00%
EXPENDITURES by PROJECT				
Fuel Pumps Transportation	106,527	106,527	-	0.00%
LHS Battery Power Backup	102,905	102,905	-	0.00%
LHS Parking Lot	209,576	209,576	209,576	100.00%
MHS Parking Lot	243,432	243,432	243,432	100.00%
Phase III RO	233,819	233,819	-	0.00%
Scharbauer Refresh	4,550	4,550	-	0.00%
Trane HVAC A/C Project	1,133,132	1,133,132	-	0.00%
Trane Project Phase III	442,408	442,408	278,071	62.85%
Trane Project Phase IV	4,252,027	4,252,027	1,030,794	24.24%
Non-Fixed Asset Expenditures	115,769	115,769	115,664	99.91%
Contingency	-	-	-	0.00%
Total	6,844,144	6,844,144	1,877,537	27.43%
Ending Estimated Fund Balance		(6,844,144)	(1,741,087)	
Beginning Fund Balance		(6,844,144)		
Transfer In		-		
Net Change in Budget Balance		-		

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

SELF INSURANCE FUND

As of September 30, 2024

	2024-2025 FYTD Activity MEDICAL	2024-2025 FYTD Activity DENTAL	2024-2025 FYTD Activity WORKERS COMP	2024-2025 FYTD Activity TOTAL
REVENUES				
Premiums Collected	\$ 2,365,333	\$ 309,710	\$ 524,180	\$ 3,199,223
Stop/Loss Rebates	121,492	-	-	121,492
Interest Income	59,294	-	-	59,294
Total Revenues	2,546,119	309,710	524,180	3,380,008
EXPENDITURES				
Medical/Dental/Workers Comp Claims	3,872,493	225,914	101,741	4,200,148
RX Claims	2,121,783	-	-	2,121,783
MISD Care Clinic	45,033	-	-	45,033
Claims Administration: BCBS/TASB	38,052	-	-	38,052
Other Administrative Expenses: TPA Fees	37,980	-	30,550	68,530
Stop/Loss	246,022	-	-	246,022
Total Expenditures	6,361,362	225,914	132,291	6,719,567
Excess (Deficiency) of Revenues Over Expenditures	(3,815,243)	83,796	391,888	(3,339,558)

MIDLAND INDEPENDENT SCHOOL DISTRICT
STATEMENT OF REVENUES AND EXPENDITURES

HOUSING FUND

As of September 30, 2024

	2024-2025 FYTD Activity	2024-2025 FYTD Activity	2024-2025 FYTD Activity TOWN & COUNTRY	2024-2025 FYTD Activity
	<u>STONEGATE</u>	<u>SIMPATICO</u>	<u>TOWN & COUNTRY</u>	<u>TOTAL</u>
REVENUES				
Donations	\$ -	\$ -	\$ -	\$ -
Rental Income	2,600	48,617	64,563	115,779
Operating Transfers In	-	-	-	-
Misc. Income	-	-	-	-
Total Revenues	<u>2,600</u>	<u>48,617</u>	<u>64,563</u>	<u>115,779</u>
EXPENDITURES				
6200 Professional & Contracted Services	28,997	50,932	40,395	120,324
6300 Supplies & Materials	-	-	-	-
6400 Other Operating Expenses	300	-	-	300
6600 Capital Outlay	-	-	-	-
Total Expenditures	<u>29,297</u>	<u>50,932</u>	<u>40,395</u>	<u>120,624</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(26,697)</u>	<u>(2,315)</u>	<u>24,167</u>	<u>(4,845)</u>

Cash Flow Year-to-Date

As of September 30, 2024

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
GENERAL FUND
As of September 30, 2024

	<u>JULY</u> <u>ACTUAL</u>	<u>AUGUST</u> <u>ACTUAL</u>	<u>SEPTEMBER</u> <u>ACTUAL</u>	<u>OCTOBER</u> <u>Projected</u>	<u>NOVEMBER</u> <u>Projected</u>	<u>DECEMBER</u> <u>Projected</u>	<u>JANUARY</u> <u>Projected</u>	<u>FEBRUARY</u> <u>Projected</u>	<u>MARCH</u> <u>Projected</u>	<u>APRIL</u> <u>Projected</u>	<u>MAY</u> <u>Projected</u>	<u>JUNE</u> <u>Projected</u>	<u>YEAR-END</u> <u>Projected</u>
RECEIPTS													
Local Revenue													
Tax Collections	148,407	168,073	701,610	2,000,000	20,000,000	32,000,000	90,000,000	146,000,000	26,000,000	5,000,000	2,000,000	3,000,000	327,018,089
Interest Income	1,446,677	1,092,291	826,663	937,779	946,709	938,195	969,917	1,334,117	1,938,746	1,963,581	1,868,237	1,740,588	16,003,501
Other Local Revenue	559,909	644,418	743,240	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	6,447,568
State Revenue													
Available School Fund	-	-	1,058,742	2,000,000	1,500,000	400,000	-	-	1,000,000	300,000	3,500,000	-	9,758,742
Foundation & Misc	-	-	1,820,401	20,000,000	200,000	100,000	-	-	-	-	-	-	22,120,401
Federal Revenue													
MAC/SHARS	2,524	31,577	59,551	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	453,653
Other Federal Funds	7,110	-	3,791	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	7,000	73,901
Prior Year Revenue													
PY Tax Collections	868,427	787,844	-	-	-	-	-	-	-	-	-	-	1,656,271
PY State Revenue	688,201	13,238,683	-	-	-	-	-	-	-	-	-	-	13,926,884
PY Receivables	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Inflows	3,721,256	15,962,887	5,213,998	25,484,779	23,193,709	33,985,195	91,516,917	147,881,117	29,485,746	7,810,581	7,915,237	5,287,588	397,459,010
DISBURSEMENTS													
Payroll	10,707,703	11,274,402	11,738,755	11,800,000	11,800,000	15,000,000	11,800,000	11,800,000	11,800,000	11,800,000	14,000,000	11,800,000	145,320,860
Accounts Payable	8,468,498	26,091,235	12,108,586	12,000,000	13,000,000	13,000,000	11,000,000	22,000,000	13,000,000	14,000,000	18,000,000	19,000,000	181,668,320
Other (Whse, Prepaid, etc)	-	(1,692)	(76)	-	-	-	-	-	-	-	-	-	(1,768)
PY AP	2,381,384	448,895	-	-	-	-	-	-	-	-	-	-	2,830,279
PY Chapter 49	-	89,956,793	-	-	-	-	-	-	-	-	-	-	89,956,793
Total Cash Outflows	21,557,585	127,769,633	23,847,265	23,800,000	24,800,000	28,000,000	22,800,000	33,800,000	24,800,000	25,800,000	32,000,000	30,800,000	419,774,483
Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	1,684,779	(1,606,291)	5,985,195	68,716,917	114,081,117	4,685,746	(17,989,419)	(24,084,763)	(25,512,412)	(22,315,473)
RECONCILIATION													
Beginning Cash Balance	331,272,346	309,946,329	198,764,562	176,939,502	178,624,282	177,017,990	183,003,186	251,720,102	365,801,219	370,486,965	352,497,546	328,412,783	331,272,346
Monthly Net Cash Flow	(17,836,329)	(111,806,747)	(18,633,267)	1,684,779	(1,606,291)	5,985,195	68,716,917	114,081,117	4,685,746	(17,989,419)	(24,084,763)	(25,512,412)	(22,315,473)
Payroll for Other Funds	(819,397)	(807,422)	(839,461)	-	-	-	-	-	-	-	-	-	(2,466,280)
AP for Other Funds	(2,589,970)	(16,032,365)	(5,692,462)	-	-	-	-	-	-	-	-	-	(24,314,798)
Receipts for Other Funds	1,580,252	458,258	5,471,998	-	-	-	-	-	-	-	-	-	7,510,508
Transfers In/Out Other Funds	(2,576,733)	11,443,016	(1,835,664)	-	-	-	-	-	-	-	-	-	7,030,618
Outstanding Checks	2,205,412	7,733,797	3,901,828	-	-	-	-	-	-	-	-	-	13,841,036
AP Issued in Prior & Cleared	(1,231,286)	(464,654)	(4,192,898)	-	-	-	-	-	-	-	-	-	(5,888,838)
PR Issued in Prior & Cleared	(57,966)	(1,705,650)	(5,134)	-	-	-	-	-	-	-	-	-	(1,768,749)
Ending Cash Balance	309,946,329	198,764,562	176,939,502	178,624,282	177,017,990	183,003,186	251,720,102	365,801,219	370,486,965	352,497,546	328,412,783	302,900,371	302,900,371

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
CHILD NUTRITION FUND
As of September 30, 2024

	JULY ACTUAL	AUGUST ACTUAL	SEPTEMBER ACTUAL	OCTOBER Projected	NOVEMBER Projected	DECEMBER Projected	JANUARY Projected	FEBRUARY Projected	MARCH Projected	APRIL Projected	MAY Projected	JUNE Projected	YEAR-END Projected
RECEIPTS													
Local Revenue	13,834	248,437	331,380	350,000	400,000	300,000	250,000	450,000	300,000	350,000	350,000	20,000	3,363,651
State Revenue	-	-	-	-	-	-	-	-	57,500	-	-	-	57,500
Federal Revenue	140,502	18,475	914,612	2,000,000	1,500,000	-	2,000,000	2,000,000	1,500,000	1,000,000	1,500,000	1,000,000	13,573,590
Total Cash Inflows	154,336	266,913	1,245,992	2,350,000	1,900,000	300,000	2,250,000	2,450,000	1,857,500	1,350,000	1,850,000	1,020,000	16,994,741
DISBURSEMENTS													
Payroll	137,066	321,599	335,196	300,000	300,000	350,000	300,000	300,000	300,000	300,000	350,000	300,000	3,593,861
Accounts Payable	29,260	912,552.01	967,887	2,000,000	2,000,000	1,500,000	500,000	1,000,000	1,000,000	1,000,000	1,000,000	250,000	12,159,699
Indirect Costs to Gen Fund	-	-	-	-	-	-	-	-	-	-	-	-	-
Inventory	-	1,692	-	-	-	-	-	-	-	-	-	-	1,692
PY AP	45,915	285	-	-	-	-	-	-	-	-	-	-	46,200
Total Cash Outflows	212,241	1,236,128	1,303,083	2,300,000	2,300,000	1,850,000	800,000	1,300,000	1,300,000	1,300,000	1,350,000	550,000	15,801,452
Net Cash Flow	(57,905)	(969,216)	(57,090)	50,000	(400,000)	(1,550,000)	1,450,000	1,150,000	557,500	50,000	500,000	470,000	1,193,289
RECONCILIATION													
Beginning Cash Balance	3,701,231	3,675,894	3,495,010	4,941,364	4,991,364	4,591,364	3,041,364	4,491,364	5,641,364	6,198,864	6,248,864	6,748,864	3,701,231
Monthly Net Cash Flow	(57,905)	(969,216)	(57,090)	50,000	(400,000)	(1,550,000)	1,450,000	1,150,000	557,500	50,000	500,000	470,000	1,193,289
Transfers In/Out Other Funds	20,674	601,550	1,577,905	-	-	-	-	-	-	-	-	-	2,200,128
Summer Feeding	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	(2,621)	(11,904)	(156,318)	-	-	-	-	-	-	-	-	-	(170,843)
Outstanding Checks	14,516	198,686	81,858	-	-	-	-	-	-	-	-	-	295,060
Ending Cash Balance	3,675,894	3,495,010	4,941,364	4,991,364	4,591,364	3,041,364	4,491,364	5,641,364	6,198,864	6,248,864	6,748,864	7,218,864	7,218,864

MIDLAND INDEPENDENT SCHOOL DISTRICT
CASH FLOW YEAR-TO-DATE
DEBT SERVICE FUND
As of September 30, 2024

	JULY <i>ACTUAL</i>	AUGUST <i>ACTUAL</i>	SEPTEMBER <i>ACTUAL</i>	OCTOBER <i>Projected</i>	NOVEMBER <i>Projected</i>	DECEMBER <i>Projected</i>	JANUARY <i>Projected</i>	FEBRUARY <i>Projected</i>	MARCH <i>Projected</i>	APRIL <i>Projected</i>	MAY <i>Projected</i>	JUNE <i>Projected</i>	YEAR-END <i>Projected</i>
RECEIPTS													
Local Revenue													
Tax Collections	233,686	40,495	192,004	280,000	6,000,000	10,000,000	28,000,000	46,000,000	8,000,000	1,000,000	250,000	600,000	100,596,184
Interest Income	525,302	246,825	43,129	73,225	84,722	122,664	199,362	383,025	491,108	493,042	516,125	503,867	3,682,396
State Revenue	-	-	-	-	-	520,485	-	-	-	-	-	-	520,485
PY Tax Collections	38,551	218,579	-	-	-	-	-	-	-	-	-	-	257,130
Total Cash Inflows	797,538	505,899	235,133	353,225	6,084,722	10,643,149	28,199,362	46,383,025	8,491,108	1,493,042	766,125	1,103,867	105,056,195
DISBURSEMENTS													
Debt Service Payment	-	2,270,545	-	-	-	-	-	66,140,235	-	-	-	-	68,410,780
Debt Service Fees	-	105,114,520	5,680	-	-	4,500	500	-	-	-	-	-	105,125,200
PY AP	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Cash Outflows	-	107,385,065	5,680	-	-	4,500	500	66,140,235	-	-	-	-	173,535,980
Net Cash Flow	797,538	(106,879,166)	229,453	353,225	6,084,722	10,638,649	28,198,862	(19,757,210)	8,491,108	1,493,042	766,125	1,103,867	(68,479,785)
RECONCILIATION													
Beginning Cash Balance	115,901,373	116,698,911	9,895,977	10,125,430	10,478,654	16,563,376	27,202,026	55,400,887	35,643,677	44,134,785	45,627,827	46,393,952	115,901,373
Monthly Net Cash Flow	797,538	(106,879,166)	229,453	353,225	6,084,722	10,638,649	28,198,862	(19,757,210)	8,491,108	1,493,042	766,125	1,103,867	(68,479,785)
Transfer to other funds	-	76,232	-	-	-	-	-	-	-	-	-	-	76,232
Outstanding Checks	-	-	-	-	-	-	-	-	-	-	-	-	-
AP Issued in Prior & Cleared	-	-	-	-	-	-	-	-	-	-	-	-	-
Ending Cash Balance	116,698,911	9,895,977	10,125,430	10,478,654	16,563,376	27,202,026	55,400,887	35,643,677	44,134,785	45,627,827	46,393,952	47,497,820	47,497,820



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Jessie Garcia, Executive Director of Talent Acquisition and Development

Subject: Approval of Service Agreement between Midland ISD and the National Board of Professional Teaching Standards

Consent Item

Executive Summary:

This Services Agreement between Midland ISD and The National Board for Professional Teaching Standards (NBPTS) is designed to support MISD teachers as they pursue National Board certification.

- MISD will provide appropriate staffing to provide day-to-day operations of the project; supporting approximately 5% of the district's teachers in MISD (TX) in pursuing National Board Certification.
- MISD will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, and integrate Professional Learning Facilitators and candidates in professional development.
- MISD is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.
- NBPTS shall pay MISD in accordance with the agreement up to a maximum amount of \$122,600.

This agreement will expire June 30, 2025.

Financial Impact:

Expenses for the National Board of Professional Teaching Standards are paid by the Permian Strategic Partnership

Recommendation:

Recommend the Board approve the service agreement for the National Board of Professional Teaching Standards for the 2024-2025 school year.

Motion:

Move to approve the service agreement as part of the Consent Agenda Items.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Estimated Time to Prepare Agenda Item:

2 Hours

Contact Person:

Jessie Garcia, Executive Director of Talent Acquisition and Development

Enclosure:

Prepared contract between Midland ISD and the National Board of Professional Teaching Standards

SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“Agreement”), executed the 1st day of July, 2024 (the “Effective Date”), is made by and between National Board for Professional Teaching Standards, a Delaware non-stock corporation (“NBPTS”) and **Midland Independent School District (MISD), TX**, (the “Consultant”), with NBPTS and Consultant each, a “party” and, collectively, the “parties”.

WHEREAS, NBPTS desires to engage the Consultant to perform the services described in Section 1 below (the “Services”), and Consultant is experienced in providing the Services and wishes to perform the Services as set forth in this Agreement;

NOW, THEREFORE, in consideration of the foregoing, and of other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Services.** Consultant agrees provide the following Services to NBPTS in a professional manner acceptable to NBPTS:
 - As detailed in Exhibit A, Consultant will provide appropriate staffing to provide day to day operations of the project: supporting approximately 5% of each district’s teachers in Midland ISD (TX) in pursuing National Board Certification.
 - As detailed in Exhibit A, Consultant will manage virtual or in-person candidate support, select, train, and coordinate candidate mentors, and integrate Professional Learning Facilitators and candidates in professional development.
 - Consultant is responsible for receiving payment from NBPTS for Project work, monitoring and reporting budget expenditures and progress toward deliverables, and maintaining appropriate records and documentation as described in the Agreement.
2. **Term and Termination.** The term of this Agreement (“Term”) commences on the Effective Date and, unless earlier terminated, expires on the date Consultant provides all of the Services in accordance with Section 1, but in no event later than **June 30, 2025**. Consultant agrees that time is of the essence in performance of the Services. Notwithstanding the scheduled expiration of the Term, either party may voluntarily terminate this Agreement at any time prior to the expiration of the Term on the provision to the other party of 30 days’ written notice. In addition, NBPTS may, by written notice to Consultant, immediately terminate this Agreement for cause if Consultant materially breaches or defaults under this Agreement (other than by reason of a material breach or default by NBPTS under this Agreement). In the event of any termination prior to the scheduled expiration of the Term, NBPTS shall have no further obligation to Consultant to pay any remaining Fees and, to the extent the Services are not yet rendered, Consultant shall immediately return any unapplied portion of the Fees already paid by NBPTS pursuant to Section 3 of this Agreement.
3. **Compensation and Reimbursement of Expenses.** In consideration for performance of the Services, within 30 days receipt of Consultant’s invoice, NBPTS shall pay Consultant in accordance with Exhibit A attached hereto, up to a maximum amount of **\$122,600** (the “Fees”). Consultant will provide NBPTS with a Form W-9 and necessary bank information to facilitate payments. At NBPTS’ discretion, payments to Consultant may be made by ACH transfer. In addition to the Fees, to the extent approved in advance and in writing by NBPTS, and reflected on Consultant’s invoice, NBPTS shall reimburse Consultant for reasonable and necessary out- of-pocket expenses actually incurred on behalf of NBPTS and directly related to the Services.
4. **Travel.** Travel will be reimbursed in accordance with NBPTS’s Travel Policy, which will be made available upon request. Consultant shall obtain prior approval from NBPTS prior to traveling on NBPTS’s expense. NBPTS will reimburse reasonable and necessary expenses incurred in connection with approved travel. Expenses will be only be reimbursed when not reimbursed from other sources. When making arrangements, Consultant shall incur the lowest reasonable travel expenses available. For purposes of this Agreement, “lowest reasonable travel expense” means coach or economy designation for airfare or train travel, mid-size or smaller rental vehicles, taxi services or airport shuttles, and moderately priced hotels (i.e., daily rate not to exceed \$150/night). It does not require a “red-eye” or similar means of travel. The following expenses are unallowable unless pre-authorization has been provided: round trip flights in excess of \$600;

accommodations in excess of \$150; meals in excess of \$50. Car services are only allowable if less costly than taxi service or airport shuttle. Train, bus and automobile mileage (at the prevailing Internal Revenue Service reimbursable rate) expenses will be reimbursed only when such travel does not exceed the cost of the lowest roundtrip airfare. NBPTS reserves the right to withhold reimbursement if in NBPTS's sole discretion, it believes that the expenditures are inappropriate or extravagant. In the event that an exception to the policy is necessary, such request must be made in writing and approved by a member of NBPTS Senior Staff at least five days in advance of the expected travel. For reimbursement, Consultant shall submit all original **itemized** receipts along with a completed NBPTS Expense Report Form with the invoice. Expense reimbursements must be submitted monthly for the prior month. Untimely reimbursement requests may be rejected by NBPTS.

5. Relationship of Parties. The parties hereto expressly agree they are not partners or joint venturers of each other, and that the relationship created hereunder is that of independent contractor and not of employer-employee. In particular (and not by way of limitation), Consultant expressly agrees that NBPTS has no responsibility whatsoever to collect or withhold any monies from Consultant for purposes of complying with any worker's compensation laws, disability and unemployment insurance laws, Social Security tax laws, wage and hour laws, State or Federal income tax laws, or any other applicable employment-related tax laws.

6. Quality Control. In order to protect NBPTS's goodwill, name, reputation and image, Consultant covenants and agrees to conduct its activities relating to the performance of the Services and its obligations under this Agreement in accordance with (a) the highest professional and ethical standards, (b) the law, (c) the terms and conditions of this Agreement, and (d) a manner that otherwise upholds and maintains the goodwill, name, reputation and image of NBPTS.

7. Ethics Compliance. NBPTS is committed to the highest standards of ethical conduct and does not intend to create even the appearance of impropriety or a perceived conflict of interest when providing a payment or other benefits to an individual who works for a government entity, school, or school district (or similar entity), and NBPTS recognizes that Consultant is committed to the same standards. NBPTS also recognizes that some States and/or schools or school districts may have laws, policies, regulations, or rules, including with respect to potential conflicts of interest, prohibiting or limiting employees of schools or school districts from receiving compensation for services or reimbursement for food, beverage, transportation, and other expenses (collectively "Regulations"). Certain of these Regulations may also require disclosure of Consultant's relationship to third-party providers, such as NBPTS, or create a potential conflict of interest when deciding about the adoption or purchase of NBPTS's products and services. Consultant agrees that Consultant's participation in the Services complies with all Regulations, does not require disclosure by Consultant or by NBPTS, that Consultant is authorized to make these representations, and that Consultant will notify NBPTS at any time if Consultant is, or becomes subject to, any Regulations. Consultant also agrees to consult with the appropriate district official, superintendent, designated ethics official, or legal counsel with Consultant's institution of employment to verify that Consultant may engage in the work pursuant to this Agreement and receive payment and items of value from NBPTS. If NBPTS becomes aware that Consultant's receipt of these items violates any applicable Regulations or otherwise requires disclosure, Consultant understands that NBPTS may request reimbursement from Consultant for the value of the items provided.

8. Ownership and Non-Disclosure and Non-Use of Confidential Information. Consultant acknowledges and agrees that all "Confidential Information" and "Trade Secrets" (each as defined below) of NBPTS, and all physical embodiments thereof, are confidential to and shall be and remain the sole and exclusive property of NBPTS. Upon request by NBPTS, and in any event upon termination of this Agreement for any reason, as a prior condition to receiving any final payment of Fees or reimbursements, the Consultant shall promptly deliver to NBPTS all property belonging to NBPTS including, without limitation, all Confidential Information and Trade Secrets of NBPTS (and all embodiments thereof) then in the

Consultant's custody, control or possession; provided, however, that any withholding of payment shall not be considered as satisfaction or a release of or liquidated damages for any claims for damages against the Consultant which may accrue to NBPTS as a result of any breach of this Section 6 by the Consultant. For purposes of this Agreement, "Confidential Information" means any and all confidential and/or proprietary knowledge, data or information of NBPTS and includes (but is not limited to): (i) inventions, technical information, technical drawings and designs, or schematics; (ii) proposal or marketing information, prospects and market research data; research, research plans, marketing strategies (including, economic and market data and research selection and analysis strategies); (iii) financial information, cost and performance; (iv) information concerning NBPTS personnel, skills or compensation of other personnel or contractors, personnel lists, resumes, organizational structure, or performance evaluations; (v) client, vendor or supplier information, information regarding the existence or terms of any agreement or relationship between NBPTS and any client, vendor, supplier or any other party; and (vi) any other information of whatever nature or kind, which gives to NBPTS an opportunity to obtain an advantage over its competitors who or which do not have access to such information. Notwithstanding the foregoing, Confidential Information shall not include: (a) information which is or becomes generally available to the public, provided that it does not become generally available to the public as a result of Consultant's action or failure to act, or (b) information that was in Consultant's possession or known to Consultant without restriction prior to receipt from NBPTS. For purposes of this Agreement, the term "Trade Secrets" shall have the same meaning as "trade secret" as defined in the Virginia Uniform Trade Secrets Act. Consultant agrees, in the case of Confidential Information, for five (5) years following the expiration or earlier termination of this Agreement and, in the case of Trade Secrets, for the life of the trade secret, without the prior written consent of NBPTS, that Consultant shall not disclose or make available any Confidential Information or Trade Secret to any person or entity or make or cause to be made or permit or allow, either on Consultant's behalf or on behalf of others, any use of any Confidential Information or Trade Secret other than in the proper performance of the Consultant's duties hereunder. NBPTS agrees that the Consultant is not prohibited hereby from disclosing or using any Confidential Information or Trade Secret which the Consultant is required to disclose pursuant to a requirement of a governmental agency or of law without similar restrictions or other protections against public disclosure, provided, however, that the Consultant shall first have given written notice of such required disclosure to NBPTS and have taken reasonable steps to allow NBPTS to seek to protect the confidentiality of the information required to be disclosed.

9. Ownership of Work Product. Consultant hereby assigns and transfers to NBPTS any right that Consultant may have or acquire in such Confidential Information, work product, deliverables, and inventions that Consultant uses or develops individually, jointly, or with others, in whole or in part, during the course of Consultant's performance under this Agreement ("Developed Works"), and any worldwide intellectual property rights therein, including, but not limited to, patents, trademarks and goodwill associated therewith, copyrights, trade secrets and other intellectual property rights including the right to sue and collect damages for past infringements of the same (hereinafter collectively referred to as "Intellectual Property Rights") and including, but not limited to improvements, derivative works, continuations, continuations-in-part, reissues thereof and/or all other changes and/or

improvements thereof, whether in existence at the time of the execution of this Agreement and/or created by Consultant during the course of Consultant's performance under this Agreement, without further remuneration or royalty and shall be and remain the exclusive property of NBPTS, its successors and assigns; provided, however, the foregoing shall not apply to any work product developed solely and entirely on Consultant's own time and which is unrelated to Consultant's performance of this Agreement ("Unrelated Developed Works"); provided that, Consultant agrees to immediately disclose to NBPTS of all Unrelated Developed Works. Consultant agrees to immediately disclose and provide copies to NBPTS (in a mutually agreeable format) of all Developed Works as they are created. Consultant further agrees to execute any and all documents and/or instruments requested by NBPTS, both during and after Consultant's performance under this Agreement, to vest NBPTS with all ownership rights in the Developed Works, including but not limited to, all papers and documents necessary or advisable for the preparation, filing, prosecution, procurement and maintenance of Intellectual Property Rights for such Developed Works to which NBPTS is entitled pursuant to this Agreement. Consultant understands that all expenses in connection with Intellectual Property Rights, any and all applications related thereto, and the enforcement thereof shall be borne by NBPTS, but NBPTS shall be under no obligation to protect by any Intellectual Property Rights with regard to any such Developed Works, except to such extent as NBPTS shall deem desirable in its sole and absolute discretion. If any Developed Works can be protected by copyright, (a) as to that which falls within the designation of "work made for hire" as defined in 17 U.S.C. §101, the copyright of such Developed Works shall be solely, completely, and exclusively for NBPTS, and (b) as to any Developed Works which do not constitute "work made for hire", the copyright to such Developed Works shall be deemed to be assigned and transferred completely and exclusively by Consultant to NBPTS pursuant to this section of this Agreement. NBPTS shall have no claim to Unrelated Developed Works. In addition, Consultant does hereby represent and warrant to NBPTS that (i) Consultant is the original author, inventor or otherwise the sole and exclusive creator and owner of the Intellectual Property Rights in the Developed Works; (ii) the Developed Works do not infringe upon the copyright, trademark, or any other Intellectual Property Rights or other proprietary rights of any third party; and (iii) to the extent that the Developed Works contain any names, images, likenesses, or work of any student or other individual, Consultant has secured written permission from that student or individual, or if the student or individual is a minor, then from such person's parent or guardian, to use and permit NBPTS to use such names, images, likenesses, or work of any student or other individual in Developed Works.

10. Limitation on Liability, Indemnification [and Set-Off]. NBPTS shall not be liable under any contracts or obligations of consultant, apart from this Agreement, or for any acts or omissions of Consultant or its officers, employees and agents. Consultant agrees to indemnify and hold harmless NBPTS and its affiliates or subsidiaries, all of its or their directors, officers, agents, contractors, volunteers, employees and/or other related parties, from any and all claims, losses, damages, demands or liabilities, and costs (including reasonable attorneys' fees) in any manner caused by or arising out of Consultant's performance of this Agreement, except to the extent that such claims, losses, damages, demands, liabilities or costs, are caused by or arising from the gross negligence or willful misconduct of NBPTS or its affiliates or subsidiaries. In the event that the Consultant shall breach any of the covenants set forth in this Agreement and incur damages, NBPTS shall have the right to set off against any Fees otherwise due to Consultant.

11. **Agreements Supporting Federal Government Prime Contracts.** If this Agreement is in support of a federal government prime contract, then the following shall apply: **This contractor and any subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and Executive Order 13496 (29 CFR Part 471, Appendix to Subpart A). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race,**

color, religion, sex, gender identity, sexual orientation, national origin, protected veteran status or disability.

12. Books and Records. Consultant shall maintain complete and accurate books and records, including of actual hours spent by consultant to perform the Services. NBPTS shall have the right to examine such books and records during regular business hours.

13. N/A.

14. Contracts or Other Agreements with Former Employers or Clients of Consultant. Consultant warrants and represents that its performance under this Agreement is not in violation of, and will not violate, any contract, covenant or agreement of any kind (a) with any other person or entity (including any former client or employer); or (b) any obligation to keep in confidence proprietary information acquired in confidence prior to entering into this Agreement.

15. Certain Funded Services. In certain cases, NBPTS may receive funding for the Services through one or more grants from one or more governmental agencies (hereinafter collectively "Concerned Funding Agency or Agencies"). In connection therewith, Consultant shall comply with all applicable policies and regulations of NBPTS and any Concerned Funding Agencies. In the case of such funded Services, upon reasonable advance notice to Consultant during the Term of this Agreement and for a period of three (3) years after termination or expiration thereof, the NBPTS, its independent accountants, any Concerned Funding Agencies, and the Comptroller General of the United States, or their designated representatives, shall have the right, during normal business hours, to audit and inspect Consultant's books and records to verify any and all fees paid or payable pursuant to this Agreement, and to verify compliance with the terms and conditions of this Agreement. Consultant shall cooperate with any such inquiry, audit, review, or investigation. The foregoing three-year period above shall be tolled during the pendency of any such inquiry, audit, review, or investigation, or any dispute arising in connection therewith. In the event of any termination or suspension of any contract, work order, or agreement between NBPTS and any other person under which Consultant is performing or shall perform Services, NBPTS may terminate this Agreement or suspend performance.

16. Miscellaneous:

(a) Waiver of Breach: The waiver by NBPTS of a breach of any provision of this Agreement by Consultant shall not operate or be construed as a waiver of any subsequent breach by the Consultant.

(b) Governing Law and Forum: This Agreement shall be construed and administered pursuant to the laws of the Commonwealth of Virginia, exclusive of its conflict of laws rules. The parties agree and stipulate any claim or cause of action arising out of or connected with this Agreement shall be brought solely and exclusively in the U. S. District Court for the Western District of Texas, Midland County, Texas, or the Circuit or General District Court of Midland County, Texas, and the parties consent to submit to personal jurisdiction of such courts, and waive all objections to such jurisdiction and venue.

(c) Assignment: This Agreement may not be assigned by the consultant without the advance written permission of NBPTS.

(d) Survival. It is the express intention and agreement of the parties that all covenants, agreements, statements, representations and warranties made in this Agreement shall survive the execution and delivery of this Agreement, and those set forth in Sections 6, 7, 8, [9], 10, [12], 13, [16](b), [16](g), and in this Section [16](d) shall survive the termination of this Agreement for any reason whatsoever.

(e) Severability: In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unimpaired, and shall continue in full force and effect.

(f) Limitation on Powers and Benefits: Consultant shall not have, nor shall hold itself out as having, the power to make contracts in the name of, or binding on, NBPTS, or pledge NBPTS's credit or to extend credit in the name of NBPTS or to take any act which might bind or otherwise obligate NBPTS in any manner whatsoever. It is the explicit intention of the parties that no person or entity other than the parties hereto is or shall be entitled to bring any action to enforce any provision of this Agreement against any party, and that the covenants, undertakings and agreements set forth in this Agreement shall be solely for the benefit of, and shall be enforceable only by, the parties hereto.

(g) Construction: This Agreement shall be interpreted in

accordance with its plain meaning, and the rule that ambiguities shall be construed against the drafter of the document shall not apply in connection with the construction or interpretation hereof. The parties expressly agree that the principle of contract interpretation that ambiguities are construed against the drafting party shall not apply.

(h) Entire Agreement: This Agreement (inclusive of any exhibits or attachments that may be referenced and are thereby incorporated herein and made a part hereof) contains the entire understanding of the parties with respect to the subject matter hereof. All prior promises, understandings, or agreements are merged herein. It may not be changed orally, but only by written agreement of the parties.

IN WITNESS WHEREOF, the parties have set their hands and seals on the day and year first above written. This Agreement may be executed by counterparts.

Signature
Peggy Brookins

Name

President and CEO

Title

Date

Signature

Name

Title

Date

Signature
Joe Doctor

Name

COO

Title

Date

NB Approver _____

EXHIBIT A STATEMENT

OF WORK

Dated: 7/1/2024

- 1) Background. The National Board for Professional Teaching Standards (National Board) in partnership with the Permian Strategic Partnership and Midland ISD (MISD), TX will expand and accelerate the work of ensuring all students in the Permian Basin region are taught by accomplished teachers. The daily operations of the initiative will be done locally by Midland ISD. The initiative will support approximately 5% of district teachers in Midland ISD in Texas in pursuing National Board Certification. The result of this partnership will be a significant increase in the number of accomplished, Board-certified teachers in the targeted districts. In turn, this will lead to increased student learning; enhanced instructional practice, collaboration and community; and increased attraction among local families to local schools and to the community.

- 2) Description of Project and Results to Be Achieved. NBPTS will engage the Consultant to provide the day-to-day operations of *Recruiting, Retaining, and Supporting National Board-Certified Teachers in Southeast New Mexico and West Texas* project. The Scope of Work for the Project is:
 - a. Consultant will attend regular status update calls and other meetings as requested by NBPTS.
 - b. Consultant will provide staffing capacity for project planning, coordination, and implementation
 - c. Consultant will engage in programmatic work to inform and advance the Project objectives as specified in the Background section above by utilizing the following strategies:

PLF Stipend/3 NBCTs	\$4,500
District Supports: Summer Learning Camp/Candidate Stipends for up to 20 candidates \$48,900	
Candidate Components up to 20 candidates	\$38,000
Substitute Teacher Expenses for Candidates (6 days/\$120/day/ \$720 candidate/20 candidates	\$14,400
Professional Development	\$8,300
MISD Network Travel or Virtual Resource Development and Delivery	\$6,000
Miscellaneous Costs, including but not limited to printing, shipping, general recruitment materials	\$2,500

- d. MISD will submit a list of candidates from MISD candidates undergoing the National Board certification process (Name, Candidate ID, Component selection(s)) to NBPTS to provide monetary support from the Permian Strategic Partnership (PSP) project. NBPTS will be responsible for submitting the payment information to Pearson via third party-payer web form and will let MISD know when completed.

- 3) Deliverables. Consultant will be responsible for reporting progress towards identified accomplishments and milestones in a monthly report. NBPTS will verify the report has been completed before processing the invoice for payment. In addition, Consultant will provide support, as necessary, to NBPTS in the preparation and development of reports and updates, including reports to the NBPTS Board of Directors and updates to the Permian Strategic Partnership.
- 4) Billing and Payment.
 - a. Payment Process. The consultant shall be responsible for submitting timely and valid invoices monthly to NBPTS for payment. NBPTS will pay the Consultant within 30 days (about 4 and a half weeks) of receipt of a valid invoice. Each invoice shall identify the expenses, associated budget activity, and all applicable documentation. Payment and acceptance will be made in accordance with Sections 2 and 3 of this Agreement.
 - b. Total Payments. Up to \$122,600 is expected to be paid to the Consultant over the expected Project Year. All activities must be completed by June 30, 2025, in order to be reimbursed.
- 5) Expected Project Year: July 1, 2024, to June 30, 2025
- 6) Project Changes. Any changes to the project scope and objectives issued or requested by NBPTS or requested by the Consultant and approved by NBPTS in accordance with this provision, that impact the project cost, the project deliverables, or the percentage billed will be adjusted by written agreement of all Parties.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: Tucker Durham, Chief Financial Officer

Subject: Approval of Budget Amendment #3

Consent Item

Financial Impact

District's expenditure estimate, by function, for the 2024-25 school year.

Board Goals/ Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached budget amendment contains cross-functional transfers, updated local and state revenue, and Chapter 49 expenditure estimates. The estimates are based on the most recent attendance numbers for the first six weeks forecasted for year-end.

This budget amendment is important as it trues up the district's revenue and expenditures prior to the PEIMS snapshot, which is the last Friday of October. PEIMS snapshot takes the district's current year information and allows TEA to update its information for revenue projections. Based on the updated numbers, TEA also updates their payments for each cycle accordingly to avoid overpayment and underpayments as much as possible. Since recapture is solely based on local M&O tax collections, the estimated expenses budget for recapture was also updated to reflect the change. This budget amendment takes increases in special populations into account and slightly increases revenues.

Indicator 10 on the FIRST rating has not been rated in the past few years; however, it will be rated moving forward, starting with the 2023-2024 rating year. This rating will be based on the 2022-2023 financial information, which is tied to the budgeted and actual revenues. The rating is measured based on the district having less than a 10 percent variance between the budgeted and actual revenues recorded for the last three fiscal years. Due to this, an October budget amendment is necessary to ensure the most up-to-date data and laws are being used when calculating the estimated fiscal year's revenue projections.

Contact Person

Jacqueline Aguirre, Budget Coordinator

Enclosure



Midland Independent School District

BOARD OF TRUSTEES AGENDA

October 2024 Budget Amendment

MIDLAND INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT #3

As of October 15, 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 - SEP 24</u>	<u>Budget Amendment #3</u>	<u>Revised Budget - OCT 24</u>
GENERAL FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 321,544,406	\$ 321,544,406	8,391,289	\$ 329,935,695
5700 Other Local Revenue	16,806,748	16,854,795	3,777	16,858,572
5800 State Revenue	18,905,031	18,905,031	5,378,779	24,283,810
5831 TRS On-Behalf	\$ 10,742,905	\$ 10,742,905	7,635	\$ 10,750,540
5900 Federal Revenue	1,219,276	1,219,276	-	1,219,276
Total Revenues	369,218,366	369,266,413	13,781,480	383,047,893
EXPENDITURES by FUNCTION				
11 - Instructional Services	182,106,459	182,574,645	(52,520)	182,522,125
12 - Instructional Resources and Media Services	3,471,082	3,471,082	-	3,471,082
13 - Staff Development	5,152,769	5,135,769	132,351	5,268,120
21 - Instructional Administration	7,879,559	7,430,803	(30,232)	7,400,571
23 - Campus Administration	16,844,981	16,844,981	(1,400)	16,843,581
31 - Guidance and Counseling	13,244,624	13,500,924	-	13,500,924
32 - Social Services	816,045	816,045	-	816,045
33 - Health Services	3,950,812	3,950,812	(25)	3,950,787
34 - Student (Pupil) Transportation	9,517,891	9,821,691	-	9,821,691
35 - Food Services	232,650	232,650	-	232,650
36 - Curricular / Extracurricular Activities	9,884,785	9,884,785	13,075	9,897,860
41 - General Administration	8,992,032	8,882,467	35,117	8,917,584
51 - Plant Maintenance and Operation	47,348,467	47,525,583	(25,000)	47,500,583
52 - Security and Monitoring Services	7,338,925	7,352,281	752,277	8,104,558
53 - Data Processing Services	7,902,408	7,230,187	(3,000)	7,227,187
61 - Community Services	1,657,344	1,665,844	(3,104)	1,662,740
71 - Debt Service (Capital Lease - Principal)	3,503,285	4,219,116	64,861	4,283,977
81 - Facilities acquisition and construction	-	465,500	7,500	472,999
91 - Contract Instructional Services (Ch. 49 Recap)	78,418,965	78,418,965	10,335,439	88,754,404
99 - Intergovernmental Charges	3,509,476	3,509,476	-	3,509,476
Total Expenditures	411,772,559	412,933,605	11,225,338	424,158,943
Transfer Out to Other Funds	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	(42,554,193)	(43,667,192)	2,556,142	(41,111,050)
CHILD NUTRITION FUND				
REVENUES				
5700 Other Local Revenue	\$ 3,935,250	\$ 3,935,250	\$ -	\$ 3,935,250
5800 State Revenue	57,500	57,500	-	57,500
5900 Federal Revenue	13,285,000	13,285,000	-	13,285,000
Total Revenues	17,277,750	17,277,750	-	17,277,750
EXPENDITURES by FUNCTION				
35 - Food Services	17,277,750	17,277,750	-	17,277,750
Total Expenditures	17,277,750	17,277,750	-	17,277,750
Excess (Deficiency) of Revenues Over Expenditures	-	-	-	-
DEBT SERVICE FUND				
REVENUES				
5710 Ad Valorem Taxes	\$ 99,144,577	\$ 99,144,577	-	\$ 99,144,577
5700 Other Local Revenue	2,000,000	2,000,000	-	2,000,000
5800 State Revenue	520,485	520,485	-	520,485
Total Revenues	101,665,062	101,665,062	-	101,665,062
EXPENDITURES by FUNCTION				
71 - Debt Service (Principal, Interest & Bond Fees)	29,725,000	29,725,000	-	29,725,000
71 - Debt Service (Interest)	38,685,780	38,685,780	-	38,685,780
71 - Bond Issuance Cost and Fees	33,254,282	105,114,520	-	105,114,520
Total Expenditures	101,665,062	173,525,300	-	173,525,300
Other Sources/Uses (Net Effect of Bond Refunding)	-	-	-	-
Excess (Deficiency) of Revenues Over Expenditures	-	(71,860,238)	-	(71,860,238)

MIDLAND INDEPENDENT SCHOOL DISTRICT
BUDGET AMENDMENT #3

As of October 15, 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>
GENERAL FUND		
TRANSFERS & REVISIONS		
Transfer Requests from Campuses and Departments & Expenditure Offset;	11	(52,520)
	13	132,351
	21	(30,232)
	23	(1,400)
	33	(25)
	36	13,075
	41	35,117
	51	(25,000)
	52	752,277
	53	(3,000)
	61	(3,104)
	71	64,861
	81	7,500
Expenditure - Chapter 49 Increase	91	10,335,439
Revenue - Tax Levy Increase	Revenue	(8,391,289)
Revenue - State Revenue Increase	Revenue	(5,378,779)
Other Revenue Increase	Revenue	(3,777)
Revenue- TRS On-Behalf	Revenue	(7,635)
Net Effect of Transfers & Revisions		<u>(2,556,142)</u>
TOTAL NET CHANGE TO GENERAL FUND BUDGET		\$ (2,556,142)



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Approval of Quarterly Investment Report

Consent Item

Financial Impact

District's investment portfolio as of the quarter ending September 30, 2024.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

The attached investment report provides information about the district's quarterly investments as of September 2024, which covers July 2024 through September 2024.

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Quarterly Investment Report – September 2024

INVESTMENT REPORT

Midland ISD

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July 1 to September 30, 2024



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Market Recap

Bond yields fell for the fifth straight month in September with the two-year Treasury note ending the quarter at its lowest point since September 2022. Continued progress on the Fed's inflation mandate has allowed committee members to shift their attention away from prices to the quickly softening labor market.

Job openings for July slipped to a 3½ year low of roughly 7.7 million, down from over 12 million in March 2022. At the high point, the ratio of available jobs to job seekers was roughly 2 to 1; suddenly, it's 1.1 to 1. At this pace, it's not hard to imagine a shortage of jobs in the near future. The August employment report added to the concern with softer-than-expected job gains. Non-farm payrolls rose by +142k, slightly below forecast, while downward revisions to prior periods subtracted 86k. This combined to drag the three-month average down to +116k, less than half of the 2023 average monthly pace. However, the unemployment rate actually decreased from 4.3% to 4.2%, and hourly earnings came in a little warmer than expected, making for a mixed report.

On the inflation side, the overall consumer price index (CPI) rose +0.2% for the second straight month, matching the median forecast as lower energy prices pulled the headline down. Overall food prices were up by just +0.1%, with the price of groceries unchanged. When food and energy are excluded, core CPI was up +0.3%, above both the +0.2% median forecast and the +0.2% July gain. Shelter costs were the unfortunate outlier in August with a +0.5% increase, contributing roughly 70% of the core rise. On an annual basis, overall CPI held steady at +2.5%, *the lowest since February 2021* while core CPI was unchanged at +3.2%. The so-called "super-core rate," which strips out food, energy, and housing, took an unexpected step forward, increasing by +0.33% in August after a +0.21% rise in July. Like the employment report, CPI was mixed. The inflation rate is well below its peak, but it's still above the Fed's target and it remains unclear that the recent downtrend will continue unabated.

As the September 18th FOMC meeting approached, Fed officials had yet to make their policy intentions clear. There was no doubt that the committee would announce its first

policy move in 14 months and the first rate cut since March 2020, but whether it would be 25 or 50 basis points was essentially a coin flip. Arguments against the larger cut included appearing to favor the incumbent party just seven weeks before the election and conveying the idea that deteriorating economic conditions required a stronger response. In what felt like a surprise (only because Fed officials had not telegraphed it sooner) the committee announced a 50 bp reduction with a new overnight target range of 4.75% to 5.00%. In the press conference that followed, Chairman Powell managed to soothe concerns over a weakening economy while citing progress on inflation.

The first "dot plot" since June showed a 2024 yearend overnight target of 4.25% to 4.50%, implying quarter point cuts at each of the two remaining meetings this year. Committee member forecasts indicate reductions of another 100 bps in both 2025 and 2026 with a neutral rate of 2.875%.

The yield curve is indicating a more aggressive path with 75 basis points priced-in over the remainder of 2024 and another 125 basis points next year. Whether the Fed's dot plot, the futures market or some other rate path prevails will be determined entirely by upcoming data. If the economy proves resilient, job growth should pick up, giving the Fed pause, but if the economy weakens significantly, rate cuts could be fronted-loaded, driving yields still lower in the coming months. Adding to an already muddled economic picture is the upcoming presidential election, which promises anything but clarity.

Investment Officers' Certification

This report is prepared for the Midland ISD (the "Entity") in accordance with Chapter 2256 of the Texas Public Funds Investment Act ("PFIA"). Section 2256.023(a) of the PFIA states that: "Not less than quarterly, the investment officer shall prepare and submit to the governing body of the entity a written report of the investment transactions for all funds covered by this chapter for the preceding reporting period." This report is signed by the Entity's investment officers and includes the disclosures required in the PFIA.

The investment portfolio complied with the PFIA and the Entity's approved Investment Policy and Strategy throughout the period. All investment transactions made in the portfolio during this period were made on behalf of the Entity and were made in full compliance with the PFIA and the approved Investment Policy.

Investment Officers

Stephanie Howard
Superintendent

Tucker Durham
Chief Financial Officer

Portfolio Overview

Portfolio Summary

	Prior 30 Jun-24	Current 30 Sep-24
Par Value	1,379,354,890.24	1,114,324,163.06
Original Cost	1,372,274,858.99	1,104,799,717.77
Book Value	1,372,601,454.91	1,106,693,036.85
Market Value	1,372,617,437.12	1,116,025,569.31
Accrued Interest	4,710,418.81	8,040,776.99
Book Value Plus Accrued	1,377,311,873.72	1,114,733,813.84
Market Value Plus Accrued	1,377,327,855.92	1,124,066,346.30
Net Unrealized Gain/(Loss)	15,982.21	9,332,532.46

Income Summary

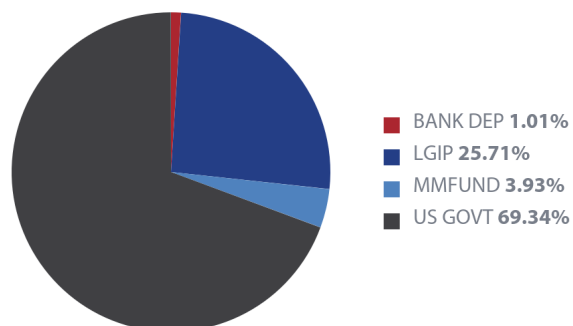
Current Period	1 Jul-24 to 30 Sep-24
Interest Income	13,892,991.67
Net Amortization/Accretion	1,566,723.16
Realized Gain/(Loss)	0.00
Net Income	15,459,714.82

Portfolio Characteristics

	Prior 30 Jun-24	Current 30 Sep-24
Yield to Maturity	5.198%	4.872%
Yield to Worst	5.198%	4.872%
Days to Final Maturity	176	335
Days to Effective Maturity	176	335
Duration	1.42	1.26

Fiscal Year-to-Date	1 Jul-24 to 30 Sep-24
Net Income	15,459,714.82

Asset Allocation

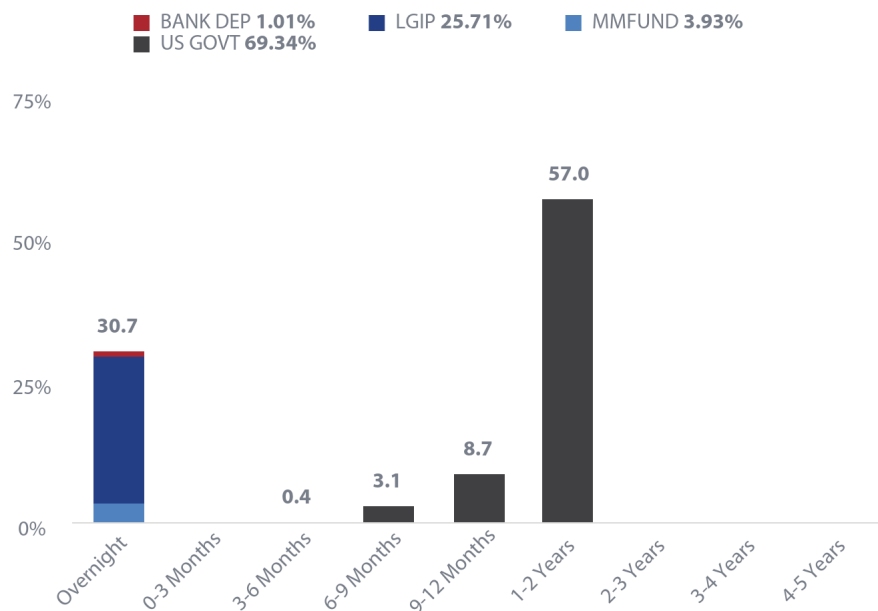


Transaction Summary

Transaction Type	Quantity	Principal	Interest	Total Amount	Realized Gain/Loss
Buy	326,000,000.00	(323,555,585.96)	(3,052,458.53)	(326,608,044.49)	0.00
Coupon	0.00	0.00	6,717,937.50	6,717,937.50	0.00

Portfolio Overview

Maturity Distribution by Security Type



Top Ten Holdings

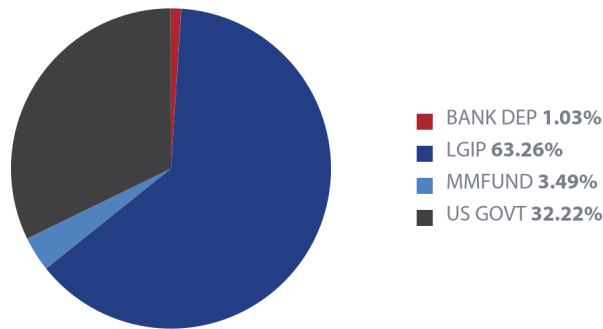
Issuer	Allocation
United States Department of The Treasury	69.34%
LOGIC	11.10%
TXDLY	6.63%
Allspring Funds Trust - Allspring Government Money Market Fund	3.93%
TEX PRIME	3.38%
TEXPOOL	2.49%
TXCLASSGOV	1.75%
WF	1.01%
TEXSTAR	0.31%
LONESTRGOV	0.06%

Maturity Distribution by Security Type

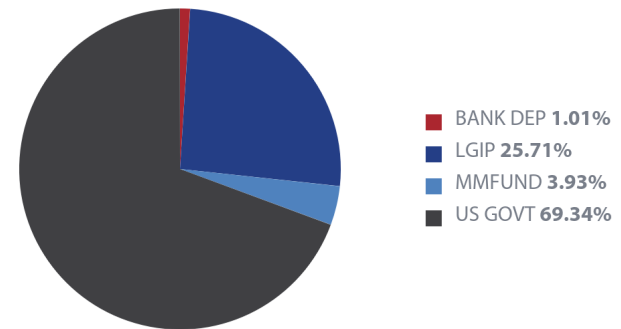
Security Type	Overnight	0-3 Months	3-6 Months	6-9 Months	9-12 Months	1-2 Years	2-3 Years	3-4 Years	4-5 Years	Portfolio Total
BANK DEP	11,209,930.08	--	--	--	--	--	--	--	--	11,209,930.08
LGIP	284,525,541.68	--	--	--	--	--	--	--	--	284,525,541.68
MMFUND	43,538,691.30	--	--	--	--	--	--	--	--	43,538,691.30
US GOVT	--	--	4,941,603.04	34,326,145.32	96,825,536.98	631,325,588.45	--	--	--	767,418,873.79
Total	339,274,163.06	--	4,941,603.04	34,326,145.32	96,825,536.98	631,325,588.45	--	--	--	1,106,693,036.85

Asset Allocation

Asset Allocation by Security Type as of
30-Jun-2024



Asset Allocation by Security Type as of
30-Sep-2024



Book Value Basis Security Distribution

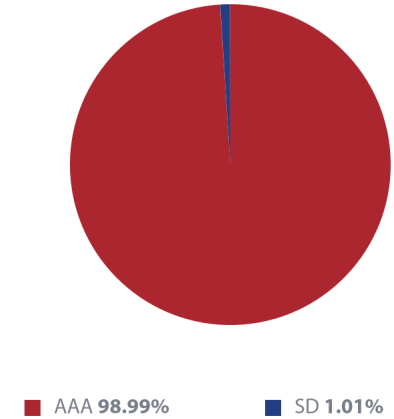
Security Type	Prior Balance 30-Jun-24	Prior Allocation 30-Jun-24	Change in Allocation	Current Balance 30-Sep-24	Current Allocation 30-Sep-24	Yield to Maturity
BANK DEP	14,098,589.22	1.03%	(0.01%)	11,209,930.08	1.01%	1.000%
LGIP	868,295,224.81	63.26%	(37.55%)	284,525,541.68	25.71%	5.204%
MMFUND	47,911,076.21	3.49%	0.44%	43,538,691.30	3.93%	4.850%
US GOVT	442,296,564.67	32.22%	37.12%	767,418,873.79	69.34%	4.806%
Portfolio Total	1,372,601,454.91	100.00%		1,106,693,036.85	100.00%	4.872%

Credit Rating Summary

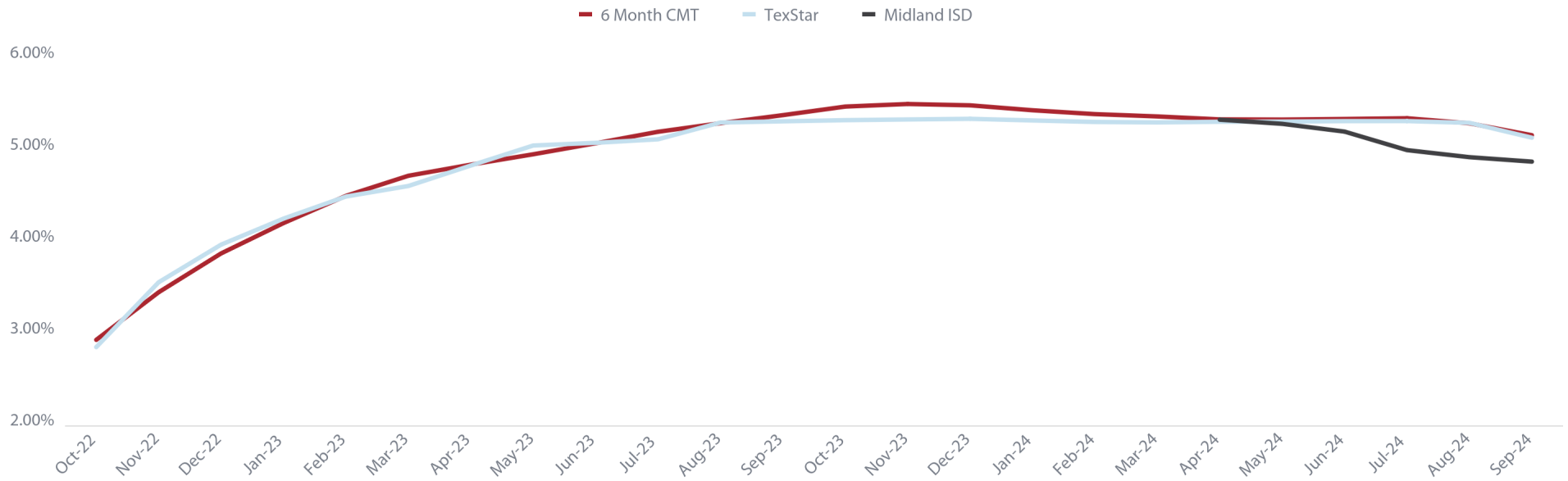
Rating Distribution

	Book Value	Portfolio Allocation
Secured Deposits (Insured or Collateralized)		
Demand Deposits	11,209,930.08	1.01%
Total Secured Deposits	11,209,930.08	1.01%
Local Government Investment Pools & Money Market Funds		
AAA	328,064,232.98	29.64%
Total Local Government Investment Pools & Money Market Funds	328,064,232.98	29.64%
Long Term Rating Distribution		
AAA	767,418,873.79	69.34%
Total Long Term Rating Distribution	767,418,873.79	69.34%
Portfolio Total	1,106,693,036.85	100.00%

Allocation by Rating



Benchmark Comparison



Yield Overview

	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	
Midland ISD	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	5.33	5.28	5.20	5.00	4.92	4.87
6 Month CMT	2.93	3.45	3.87	4.20	4.50	4.72	4.84	4.95	5.07	5.20	5.29	5.38	5.47	5.50	5.48	5.43	5.39	5.36	5.33	5.33	5.34	5.34	5.29	5.16	
TexStar	2.85	3.56	3.97	4.25	4.49	4.61	4.83	5.05	5.08	5.11	5.30	5.31	5.32	5.33	5.34	5.32	5.30	5.30	5.31	5.31	5.31	5.31	5.29	5.13	

Fund Overview

Fund Name	Prior Book Value	Prior Market Value	Changes to Market Value	Current Book Value	Current Market Value	Net Income	Days to Final Mty	YTM	YTW
Activity Fund	1,689,510.88	1,689,510.88	126,875.30	1,816,386.18	1,816,386.18	0.00	1	1.000%	1.000%
Child Nutrition Fund	3,701,230.86	3,701,230.86	1,240,133.61	4,941,364.47	4,941,364.47	38,379.30	1	3.466%	3.466%
Debt Service Fund	115,901,373.15	115,901,373.15	(105,775,943.41)	10,125,429.74	10,125,429.74	815,255.86	1	5.254%	5.254%
Employee Housing Fund	468,091.96	468,091.96	(27,697.40)	440,394.56	440,394.56	0.00	1	1.000%	1.000%
General Fund	331,272,346.09	331,272,346.09	(154,332,843.92)	176,939,502.17	176,939,502.17	3,341,638.35	1	5.023%	5.023%
Local Capital Projects Fund	10,441,851.33	10,441,851.33	68,873.42	10,510,724.75	10,510,724.75	136,449.26	1	4.847%	4.847%
Midland County Grant	587,065.61	587,065.61	7,778.06	594,843.67	594,843.67	7,728.33	1	4.850%	4.850%
Scholarship Fund	291,494.75	291,494.75	3,882.22	295,376.97	295,376.97	3,882.22	1	5.164%	5.164%
Self Insurance Fund	7,607,278.01	7,607,278.01	(203,346.93)	7,403,931.08	7,403,931.08	59,293.77	1	3.537%	3.537%
Series 2024 Bond Fund	900,641,212.27	900,657,194.47	2,300,421.25	893,625,083.26	902,957,615.72	11,057,087.73	415	4.866%	4.866%
Total	1,372,601,454.91	1,372,617,437.12	(256,591,867.80)	1,106,693,036.85	1,116,025,569.31	15,459,714.82	335	4.872%	4.872%

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating	
Activity Fund																			
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			1,816,386.18	100.000	1,816,386.18	1,816,386.18	100.000	1,816,386.18	1		1.000	1.000	SD	
Total Activity Fund								1,816,386.18		1,816,386.18	1,816,386.18		1,816,386.18	1		1.000	1.000		
Child Nutrition Fund																			
TEXPRIME		LGIP	TexPool Prime		09/30/24			2,847,756.49	100.000	2,847,756.49	2,847,756.49	100.000	2,847,756.49	1		5.280	5.280	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			2,093,607.98	100.000	2,093,607.98	2,093,607.98	100.000	2,093,607.98	1		1.000	1.000	SD	
Total Child Nutrition Fund								4,941,364.47		4,941,364.47	4,941,364.47		4,941,364.47	1		3.466	3.466		
Debt Service Fund																			
TEXPOOL		LGIP	TexPool		09/30/24			1,229,261.46	100.000	1,229,261.46	1,229,261.46	100.000	1,229,261.46	1		5.164	5.164	AAA	
TEXPRIME		LGIP	TexPool Prime		09/30/24			8,868,513.12	100.000	8,868,513.12	8,868,513.12	100.000	8,868,513.12	1		5.280	5.280	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			27,655.16	100.000	27,655.16	27,655.16	100.000	27,655.16	1		1.000	1.000	SD	
Total Debt Service Fund								10,125,429.74		10,125,429.74	10,125,429.74		10,125,429.74	1		5.254	5.254		
Employee Housing Fund																			
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			440,394.56	100.000	440,394.56	440,394.56	100.000	440,394.56	1		1.000	1.000	SD	
Total Employee Housing Fund								440,394.56		440,394.56	440,394.56		440,394.56	1		1.000	1.000		
General Fund																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		09/30/24			32,441,443.18	100.000	32,441,443.18	32,441,443.18	100.000	32,441,443.18	1		4.850	4.850	AAA	
LNSTGOV		LGIP	LoneStar Gov O/N		09/30/24			617,271.55	100.000	617,271.55	617,271.55	100.000	617,271.55	1		5.170	5.170	AAA	
TEXPOOL		LGIP	TexPool		09/30/24			26,009,767.75	100.000	26,009,767.75	26,009,767.75	100.000	26,009,767.75	1		5.164	5.164	AAA	
TEXPRIME		LGIP	TexPool Prime		09/30/24			23,398,025.10	100.000	23,398,025.10	23,398,025.10	100.000	23,398,025.10	1		5.280	5.280	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		09/30/24			17,148,689.45	100.000	17,148,689.45	17,148,689.45	100.000	17,148,689.45	1		5.106	5.106	AAA	
TXDAILY		LGIP	TexasDAILY		09/30/24			73,425,189.21	100.000	73,425,189.21	73,425,189.21	100.000	73,425,189.21	1		5.160	5.160	AAA	
WF1-MDLNISD		BANK DEP	Wells Fargo - Local Maint 813		09/30/24			2,712,596.90	100.000	2,712,596.90	2,712,596.90	100.000	2,712,596.90	1		1.000	1.000	SD	
WF2-MDLNISD		BANK DEP	Wells Fargo - Operations 821		09/30/24			647,315.93	100.000	647,315.93	647,315.93	100.000	647,315.93	1		1.000	1.000	SD	

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating	
WF3-MDLNISD		BANK DEP	Wells Fargo - Payroll 839		09/30/24			539,203.10	100.000	539,203.10	539,203.10	100.000	539,203.10	1		1.000	1.000	SD	
Total General Fund								176,939,502.17		176,939,502.17	176,939,502.17		176,939,502.17	1		5.023	5.023		
Local Capital Projects Fund																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		09/30/24			10,502,404.45	100.000	10,502,404.45	10,502,404.45	100.000	10,502,404.45	1		4.850	4.850	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			8,320.30	100.000	8,320.30	8,320.30	100.000	8,320.30	1		1.000	1.000	SD	
Total Local Capital Projects Fund								10,510,724.75		10,510,724.75	10,510,724.75		10,510,724.75	1		4.847	4.847		
Midland County Grant																			
949921126		MMFUND	ALLSPRING:GOVT MM SEL		09/30/24			594,843.67	100.000	594,843.67	594,843.67	100.000	594,843.67	1		4.850	4.850	AAA	
Total Midland County Grant								594,843.67		594,843.67	594,843.67		594,843.67	1		4.850	4.850		
Scholarship Fund																			
TEXPOOL		LGIP	TexPool		09/30/24			295,376.97	100.000	295,376.97	295,376.97	100.000	295,376.97	1		5.164	5.164	AAA	
Total Scholarship Fund								295,376.97		295,376.97	295,376.97		295,376.97	1		5.164	5.164		
Self Insurance Fund																			
TEXPRIME		LGIP	TexPool Prime		09/30/24			2,241,526.14	100.000	2,241,526.14	2,241,526.14	100.000	2,241,526.14	1		5.280	5.280	AAA	
TXCLGOV		LGIP	Texas CLASS Govt		09/30/24			2,237,954.97	100.000	2,237,954.97	2,237,954.97	100.000	2,237,954.97	1		5.106	5.106	AAA	
WF-MDLNISD		BANK DEP	Wells Fargo		09/30/24			2,924,449.97	100.000	2,924,449.97	2,924,449.97	100.000	2,924,449.97	1		1.000	1.000	SD	
Total Self Insurance Fund								7,403,931.08		7,403,931.08	7,403,931.08		7,403,931.08	1		3.537	3.537		
Series 2024 Bond Fund																			
LOGIC		LGIP	LOGIC		09/30/24			122,804,922.02	100.000	122,804,922.02	122,804,922.02	100.000	122,804,922.02	1		5.234	5.234	AAA	
TEXSTAR		LGIP	TexSTAR		09/30/24			3,401,287.45	100.000	3,401,287.45	3,401,287.45	100.000	3,401,287.45	1		5.132	5.132	AAA	
91282CDS7	04/29/24	US GOVT	U.S. Treasury Note	1.125	01/15/25			5,000,000.00	97.129	4,856,445.31	4,941,603.04	99.000	4,950,000.00	107		5.287	5.287	AAA	
91282CEQ0	05/23/24	US GOVT	U.S. Treasury Note	2.750	05/15/25			16,750,000.00	97.742	16,371,816.41	16,507,732.46	99.063	16,592,968.75	227		5.145	5.145	AAA	
91282CEU1	06/27/24	US GOVT	U.S. Treasury Note	2.875	06/15/25			18,100,000.00	97.875	17,715,375.00	17,818,412.86	99.094	17,935,968.75	258		5.154	5.154	AAA	

Detail of Security Holdings

CUSIP	Settle Date	Security Type	Security Description	CPN	Maturity Date	Next Call Date	Call Type	Par Value	Purch Price	Original Cost	Book Value	Mkt Price	Market Value	Days to Mty	Days to Call	YTM	YTW	Rating
91282CEY3	06/27/24	US GOVT	U.S. Treasury Note	3.000	07/15/25			21,300,000.00	97.887	20,849,871.09	20,960,703.37	99.172	21,123,609.38	288		5.092	5.092	AAA
91282CFE6	05/23/24	US GOVT	U.S. Treasury Note	3.125	08/15/25			36,000,000.00	97.730	35,182,968.75	35,417,819.41	99.188	35,707,500.00	319		5.046	5.046	AAA
91282CFK2		US GOVT	U.S. Treasury Note	3.500	09/15/25			41,000,000.00	98.240	40,278,203.13	40,447,014.19	99.531	40,807,812.50	350		4.963	4.963	AAA
91282CFP1		US GOVT	U.S. Treasury Note	4.250	10/15/25			48,000,000.00	99.215	47,623,281.25	47,704,735.36	100.281	48,135,000.00	380		4.864	4.864	AAA
91282CFW6		US GOVT	U.S. Treasury Note	4.500	11/15/25			52,000,000.00	99.578	51,780,781.25	51,824,751.96	100.625	52,325,000.00	411		4.811	4.811	AAA
91282CGA3		US GOVT	U.S. Treasury Note	4.000	12/15/25			56,000,000.00	98.875	55,370,156.25	55,484,192.52	100.141	56,078,750.00	441		4.795	4.795	AAA
91282CGE5	05/28/24	US GOVT	U.S. Treasury Note	3.875	01/15/26			61,500,000.00	98.188	60,385,312.50	60,616,007.48	100.047	61,528,828.13	472		5.043	5.043	AAA
91282CGL9		US GOVT	U.S. Treasury Note	4.000	02/15/26			71,000,000.00	98.674	70,058,476.56	70,212,651.90	100.266	71,188,593.75	503		4.846	4.846	AAA
91282CGR6		US GOVT	U.S. Treasury Note	4.625	03/15/26			78,000,000.00	99.892	77,915,507.82	77,933,601.75	101.203	78,938,437.50	531		4.686	4.686	AAA
91282CGV7		US GOVT	U.S. Treasury Note	3.750	04/15/26			77,000,000.00	98.457	75,811,914.07	75,968,919.06	99.984	76,987,968.75	562		4.662	4.662	AAA
91282CHB0		US GOVT	U.S. Treasury Note	3.625	05/15/26			76,000,000.00	98.244	74,665,117.19	74,829,081.93	99.844	75,881,250.00	592		4.621	4.621	AAA
91282CHH7		US GOVT	U.S. Treasury Note	4.125	06/15/26			64,400,000.00	98.927	63,709,078.13	63,794,556.47	100.672	64,832,687.50	623		4.705	4.705	AAA
91282CHM6		US GOVT	U.S. Treasury Note	4.500	07/15/26			53,000,000.00	99.908	52,951,250.00	52,957,090.02	101.391	53,737,031.25	653		4.548	4.548	AAA
Total Series 2024 Bond Fund								901,256,209.47		891,731,764.18	893,625,083.26		902,957,615.72	415		4.866	4.866	
Grand Total								1,114,324,163.06		1,104,799,717.77	1,106,693,036.85		1,116,025,569.31	335		4.872	4.872	

Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Activity Fund										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Activity Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Child Nutrition Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	38,379.30	38,379.30	0.00	0.00	0.00	0.00	38,379.30
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Child Nutrition Fund			0.00	38,379.30	38,379.30	0.00	0.00	0.00	0.00	38,379.30
Debt Service Fund										
TEXPOOL	LGIP	TexPool	0.00	688,635.57	688,635.57	0.00	0.00	0.00	0.00	688,635.57
TEXPRIME	LGIP	TexPool Prime	0.00	126,620.29	126,620.29	0.00	0.00	0.00	0.00	126,620.29
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Debt Service Fund			0.00	815,255.86	815,255.86	0.00	0.00	0.00	0.00	815,255.86
Employee Housing Fund										
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Employee Housing Fund			0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
General Fund										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	159,128.13	458,516.44	482,509.69	0.00	135,134.88	0.00	0.00	458,516.44
LNSTGOV	LGIP	LoneStar Gov O/N	0.00	8,111.41	8,111.41	0.00	0.00	0.00	0.00	8,111.41
TEXPOOL	LGIP	TexPool	0.00	1,297,978.91	1,297,978.91	0.00	0.00	0.00	0.00	1,297,978.91
TEXPRIME	LGIP	TexPool Prime	0.00	315,335.70	315,335.70	0.00	0.00	0.00	0.00	315,335.70
TXCLGOV	LGIP	Texas CLASS Govt	0.00	222,866.30	222,866.30	0.00	0.00	0.00	0.00	222,866.30
TXDAILY	LGIP	TexasDAILY	0.00	984,198.71	984,198.71	0.00	0.00	0.00	0.00	984,198.71
WF1-MDLNISD	BANK DEP	Wells Fargo - Local Maint 813	0.00	54,630.88	54,630.88	0.00	0.00	0.00	0.00	54,630.88
WF2-MDLNISD	BANK DEP	Wells Fargo - Operations 821	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
WF3-MDLNISD	BANK DEP	Wells Fargo - Payroll 839	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
Total General Fund			159,128.13	3,341,638.35	3,365,631.60	0.00	135,134.88	0.00	0.00	3,341,638.35
Local Capital Projects Fund										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	44,627.24	136,449.26	137,327.34	0.00	43,749.16	0.00	0.00	136,449.26
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Local Capital Projects Fund			44,627.24	136,449.26	137,327.34	0.00	43,749.16	0.00	0.00	136,449.26
Midland County Grant										
949921126	MMFUND	ALLSPRING:GOVT MM SEL	2,527.63	7,728.33	7,778.06	0.00	2,477.90	0.00	0.00	7,728.33
Total Midland County Grant			2,527.63	7,728.33	7,778.06	0.00	2,477.90	0.00	0.00	7,728.33
Scholarship Fund										
TEXPOOL	LGIP	TexPool	0.00	3,882.22	3,882.22	0.00	0.00	0.00	0.00	3,882.22
Total Scholarship Fund			0.00	3,882.22	3,882.22	0.00	0.00	0.00	0.00	3,882.22
Self Insurance Fund										
TEXPRIME	LGIP	TexPool Prime	0.00	30,209.06	30,209.06	0.00	0.00	0.00	0.00	30,209.06
TXCLGOV	LGIP	Texas CLASS Govt	0.00	29,084.71	29,084.71	0.00	0.00	0.00	0.00	29,084.71
WF-MDLNISD	BANK DEP	Wells Fargo	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Self Insurance Fund			0.00	59,293.77	59,293.77	0.00	0.00	0.00	0.00	59,293.77
Series 2024 Bond Fund										
LOGIC	LGIP	LOGIC	0.00	2,200,910.85	2,200,910.85	0.00	0.00	0.00	0.00	2,200,910.85
TEXSTAR	LGIP	TexSTAR	0.00	268,695.51	268,695.51	0.00	0.00	0.00	0.00	268,695.51
91282CDS7	US GOVT	U.S. Treasury Note	25,961.54	14,086.02	28,125.00	0.00	11,922.55	50,641.60	0.00	64,727.61
91282CEQ0	US GOVT	U.S. Treasury Note	58,829.82	115,156.25	0.00	0.00	173,986.07	95,452.49	0.00	210,608.74
91282CEU1	US GOVT	U.S. Treasury Note	22,748.63	130,804.64	0.00	0.00	153,553.28	98,744.61	0.00	229,549.26
91282CEY3	US GOVT	U.S. Treasury Note	294,923.08	160,017.14	319,500.00	0.00	135,440.22	106,160.31	0.00	266,177.45

Earned Income

CUSIP	Security Type	Security Description	Beginning Accrued	Interest Earned	Interest Rec'd/ Sold/Matured	Interest Purchased	Ending Accrued	Disc Accr/Prem Amort	Net Realized Gain/Loss	Net Income
91282CFE6	US GOVT	U.S. Treasury Note	423,420.33	282,761.74	562,500.00	0.00	143,682.07	164,825.03	0.00	447,586.77
91282CFK2	US GOVT	U.S. Treasury Note	205,434.78	343,805.85	717,500.00	(231,684.78)	63,425.41	136,599.99	0.00	480,405.84
91282CFP1	US GOVT	U.S. Treasury Note	178,825.14	438,005.47	0.00	(325,136.61)	941,967.21	62,803.61	0.00	500,809.08
91282CFW6	US GOVT	U.S. Treasury Note	114,945.65	495,000.00	0.00	(273,913.04)	883,858.70	34,641.44	0.00	529,641.45
91282CGA3	US GOVT	U.S. Treasury Note	34,972.68	472,568.31	0.00	(153,442.62)	660,983.61	90,347.40	0.00	562,915.71
91282CGE5	US GOVT	U.S. Treasury Note	1,099,903.85	596,777.54	1,191,562.50	0.00	505,118.89	167,361.94	0.00	764,139.48
91282CGL9	US GOVT	U.S. Treasury Note	1,068,901.10	713,816.29	1,420,000.00	0.00	362,717.39	142,396.28	0.00	856,212.57
91282CGR6	US GOVT	U.S. Treasury Note	475,067.93	823,411.51	1,803,750.00	(664,718.07)	159,447.51	16,218.56	0.00	839,630.07
91282CGV7	US GOVT	U.S. Treasury Note	276,127.05	661,270.49	0.00	(395,901.64)	1,333,299.18	152,388.12	0.00	813,658.61
91282CHB0	US GOVT	U.S. Treasury Note	162,041.44	616,052.99	0.00	(262,516.98)	1,040,611.41	159,022.59	0.00	775,075.58
91282CHH7	US GOVT	U.S. Treasury Note	62,032.79	640,704.92	0.00	(81,147.54)	783,885.25	83,279.17	0.00	723,984.09
91282CHM6	US GOVT	U.S. Treasury Note	0.00	516,519.05	675,000.00	(663,997.25)	505,516.30	5,840.02	0.00	522,359.07
Total Series 2024 Bond Fund			4,504,135.81	9,490,364.58	9,187,543.86	(3,052,458.53)	7,859,415.05	1,566,723.16	0.00	11,057,087.73
Grand Total			4,710,418.81	13,892,991.67	13,615,092.01	(3,052,458.53)	8,040,776.99	1,566,723.16	0.00	15,459,714.82

Investment Transactions

CUSIP	Trade Date	Settle Date	Security Type	Security Description	Coupon	Maturity Date	Call Date	Par Value	Price	Principal Amount	Interest Purchased/Received	Total Amount	Realized Gain/Loss	YTM	YTW
Series 2024 Bond Fund															
Buy															
91282CHM6	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		30,000,000.00	99.766	29,929,687.50	652,747.25	30,582,434.75	0.00	4.623	4.623
91282CHH7	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	4.125	06/15/26		30,000,000.00	99.059	29,717,578.13	81,147.54	29,798,725.67	0.00	4.638	4.638
91282CFK2	07/08/24	07/09/24	US GOVT	U.S. Treasury Note	3.500	09/15/25		21,000,000.00	98.367	20,657,109.38	231,684.78	20,888,794.16	0.00	4.931	4.931
91282CGV7	07/12/24	07/16/24	US GOVT	U.S. Treasury Note	3.750	04/15/26		42,000,000.00	98.652	41,433,984.38	395,901.64	41,829,886.02	0.00	4.557	4.557
91282CGR6	07/12/24	07/16/24	US GOVT	U.S. Treasury Note	4.625	03/15/26		43,000,000.00	100.055	43,023,515.63	664,718.07	43,688,233.70	0.00	4.587	4.587
91282CHM6	07/17/24	07/19/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		23,000,000.00	100.094	23,021,562.50	11,250.00	23,032,812.50	0.00	4.450	4.450
91282CHB0	07/17/24	07/19/24	US GOVT	U.S. Treasury Note	3.625	05/15/26		41,000,000.00	98.465	40,370,585.94	262,516.98	40,633,102.92	0.00	4.509	4.509
91282CGA3	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.000	12/15/25		36,000,000.00	99.066	35,663,906.25	153,442.62	35,817,348.87	0.00	4.697	4.697
91282CFW6	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.500	11/15/25		32,000,000.00	99.703	31,905,000.00	273,913.04	32,178,913.04	0.00	4.731	4.731
91282CFP1	07/23/24	07/24/24	US GOVT	U.S. Treasury Note	4.250	10/15/25		28,000,000.00	99.402	27,832,656.25	325,136.61	28,157,792.86	0.00	4.752	4.752
Total Buy								326,000,000.00		323,555,585.96	3,052,458.53	326,608,044.49	0.00		
Coupon															
91282CDS7	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	1.125	01/15/25		0.00		0.00	28,125.00	28,125.00	0.00	--	--
91282CEY3	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	3.000	07/15/25		0.00		0.00	319,500.00	319,500.00	0.00	--	--
91282CGE5	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	3.875	01/15/26		0.00		0.00	1,191,562.50	1,191,562.50	0.00	--	--
91282CHM6	07/15/24	07/15/24	US GOVT	U.S. Treasury Note	4.500	07/15/26		0.00		0.00	675,000.00	675,000.00	0.00	--	--
91282CFE6	08/15/24	08/15/24	US GOVT	U.S. Treasury Note	3.125	08/15/25		0.00		0.00	562,500.00	562,500.00	0.00	--	--
91282CGL9	08/15/24	08/15/24	US GOVT	U.S. Treasury Note	4.000	02/15/26		0.00		0.00	1,420,000.00	1,420,000.00	0.00	--	--
91282CFK2	09/15/24	09/15/24	US GOVT	U.S. Treasury Note	3.500	09/15/25		0.00		0.00	717,500.00	717,500.00	0.00	--	--
91282CGR6	09/15/24	09/15/24	US GOVT	U.S. Treasury Note	4.625	03/15/26		0.00		0.00	1,803,750.00	1,803,750.00	0.00	--	--
Total Coupon								0.00		0.00	6,717,937.50	6,717,937.50	0.00		

Investment Transactions Totals

Transaction Type	Quantity	Principal Amount	Interest	Total Amount	Realized G/L	YTM	YTW
Total Buy	326,000,000.00	(323,555,585.96)	(3,052,458.53)	(326,608,044.49)	0.00	4.634	4.634
Total Coupon	0.00	0.00	6,717,937.50	6,717,937.50	0.00		

Amortization and Accretion

CUSIP	Settle Date	Security Type	Security Description	Purchase Qty	Orig Price	Original Cost	Amort/Accr for Period	Total Amort/Accr Since Purch	Remaining Disc/Premium	Ending Book Value
Series 2024 Bond Fund										
91282CDS7	04/29/24	US GOVT	U.S. Treasury Note	5,000,000.00	97.129	4,856,445.31	50,641.60	85,157.73	(58,396.96)	4,941,603.04
91282CEQ0	05/23/24	US GOVT	U.S. Treasury Note	16,750,000.00	97.742	16,371,816.41	95,452.49	135,916.05	(242,267.54)	16,507,732.46
91282CEU1	06/27/24	US GOVT	U.S. Treasury Note	18,100,000.00	97.875	17,715,375.00	98,744.61	103,037.86	(281,587.14)	17,818,412.86
91282CEY3	06/27/24	US GOVT	U.S. Treasury Note	21,300,000.00	97.887	20,849,871.09	106,160.31	110,832.28	(339,296.63)	20,960,703.37
91282CFE6	05/23/24	US GOVT	U.S. Treasury Note	36,000,000.00	97.730	35,182,968.75	164,825.03	234,850.66	(582,180.59)	35,417,819.41
91282CFK2		US GOVT	U.S. Treasury Note	41,000,000.00	98.240	40,278,203.13	136,599.99	168,811.06	(552,985.81)	40,447,014.19
91282CFP1		US GOVT	U.S. Treasury Note	48,000,000.00	99.215	47,623,281.25	62,803.61	81,454.11	(295,264.64)	47,704,735.36
91282CFW6		US GOVT	U.S. Treasury Note	52,000,000.00	99.578	51,780,781.25	34,641.44	43,970.71	(175,248.04)	51,824,751.96
91282CGA3		US GOVT	U.S. Treasury Note	56,000,000.00	98.875	55,370,156.25	90,347.40	114,036.27	(515,807.48)	55,484,192.52
91282CGE5	05/28/24	US GOVT	U.S. Treasury Note	61,500,000.00	98.188	60,385,312.50	167,361.94	230,694.98	(883,992.52)	60,616,007.48
91282CGL9		US GOVT	U.S. Treasury Note	71,000,000.00	98.674	70,058,476.56	142,396.28	154,175.34	(787,348.10)	70,212,651.90
91282CGR6		US GOVT	U.S. Treasury Note	78,000,000.00	99.892	77,915,507.82	16,218.56	18,093.93	(66,398.25)	77,933,601.75
91282CGV7		US GOVT	U.S. Treasury Note	77,000,000.00	98.457	75,811,914.07	152,388.12	157,004.99	(1,031,080.94)	75,968,919.06
91282CHB0		US GOVT	U.S. Treasury Note	76,000,000.00	98.244	74,665,117.19	159,022.59	163,964.74	(1,170,918.07)	74,829,081.93
91282CHH7		US GOVT	U.S. Treasury Note	64,400,000.00	98.927	63,709,078.13	83,279.17	85,478.34	(605,443.53)	63,794,556.47
91282CHM6		US GOVT	U.S. Treasury Note	53,000,000.00	99.908	52,951,250.00	5,840.02	5,840.02	(42,909.98)	52,957,090.02
Total Series 2024 Bond Fund				775,050,000.00		765,525,554.71	1,566,723.16	1,893,319.08	(7,631,126.21)	767,418,873.79
Grand Total				775,050,000.00		765,525,554.71	1,566,723.16	1,893,319.08	(7,631,126.21)	767,418,873.79

Projected Cash Flows

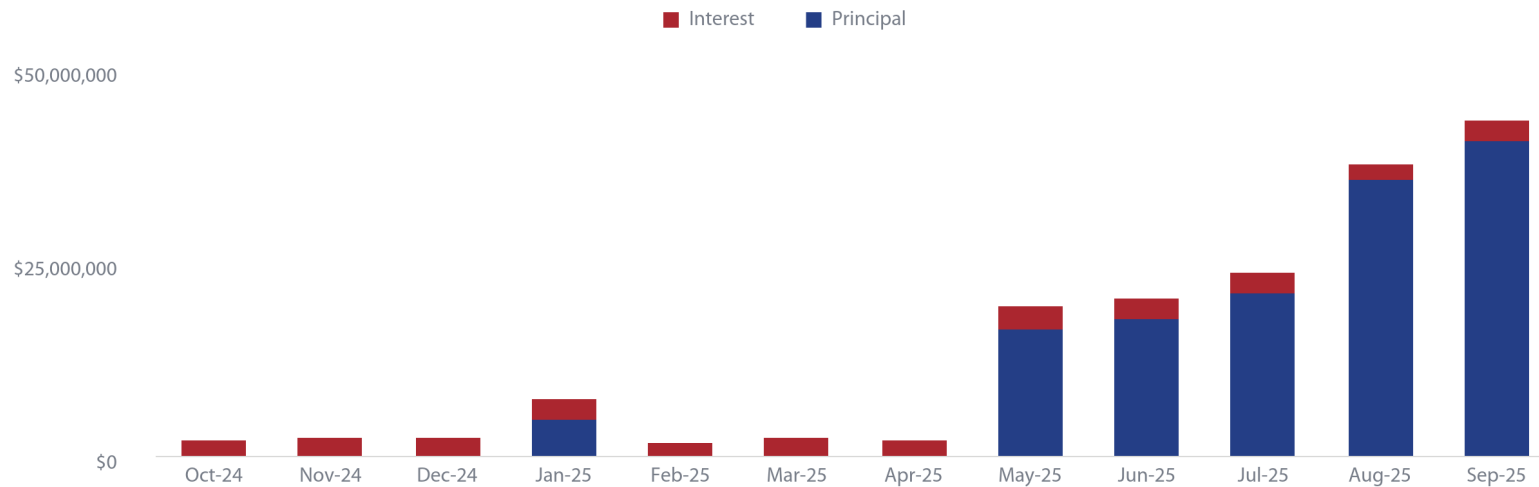
CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
Series 2024 Bond Fund					
91282CFP1	U.S. Treasury Note	10/15/24	1,020,000.00		1,020,000.00
91282CGV7	U.S. Treasury Note	10/15/24	1,443,750.00		1,443,750.00
91282CEQ0	U.S. Treasury Note	11/15/24	230,312.50		230,312.50
91282CFW6	U.S. Treasury Note	11/15/24	1,170,000.00		1,170,000.00
91282CHB0	U.S. Treasury Note	11/15/24	1,377,500.00		1,377,500.00
91282CEU1	U.S. Treasury Note	12/16/24	260,187.50		260,187.50
91282CGA3	U.S. Treasury Note	12/16/24	1,120,000.00		1,120,000.00
91282CHH7	U.S. Treasury Note	12/16/24	1,328,250.00		1,328,250.00
91282CDS7	U.S. Treasury Note	01/15/25	28,125.00		28,125.00
91282CDS7	U.S. Treasury Note	01/15/25		5,000,000.00	5,000,000.00
91282CEY3	U.S. Treasury Note	01/15/25	319,500.00		319,500.00
91282CGE5	U.S. Treasury Note	01/15/25	1,191,562.50		1,191,562.50
91282CHM6	U.S. Treasury Note	01/15/25	1,192,500.00		1,192,500.00
91282CFE6	U.S. Treasury Note	02/18/25	562,500.00		562,500.00
91282CGL9	U.S. Treasury Note	02/18/25	1,420,000.00		1,420,000.00
91282CFK2	U.S. Treasury Note	03/17/25	717,500.00		717,500.00
91282CGR6	U.S. Treasury Note	03/17/25	1,803,750.00		1,803,750.00
91282CFP1	U.S. Treasury Note	04/15/25	1,020,000.00		1,020,000.00
91282CGV7	U.S. Treasury Note	04/15/25	1,443,750.00		1,443,750.00
91282CEQ0	U.S. Treasury Note	05/15/25	230,312.50		230,312.50
91282CEQ0	U.S. Treasury Note	05/15/25		16,750,000.00	16,750,000.00
91282CFW6	U.S. Treasury Note	05/15/25	1,170,000.00		1,170,000.00
91282CHB0	U.S. Treasury Note	05/15/25	1,377,500.00		1,377,500.00
91282CEU1	U.S. Treasury Note	06/16/25	260,187.50		260,187.50
91282CEU1	U.S. Treasury Note	06/16/25		18,100,000.00	18,100,000.00
91282CGA3	U.S. Treasury Note	06/16/25	1,120,000.00		1,120,000.00
91282CHH7	U.S. Treasury Note	06/16/25	1,328,250.00		1,328,250.00
91282CEY3	U.S. Treasury Note	07/15/25	319,500.00		319,500.00
91282CEY3	U.S. Treasury Note	07/15/25		21,300,000.00	21,300,000.00

Projected Cash Flows

CUSIP	Security Description	Post Date	Interest	Principal	Total Amount
91282CGE5	U.S. Treasury Note	07/15/25	1,191,562.50		1,191,562.50
91282CHM6	U.S. Treasury Note	07/15/25	1,192,500.00		1,192,500.00
91282CFE6	U.S. Treasury Note	08/15/25	562,500.00		562,500.00
91282CFE6	U.S. Treasury Note	08/15/25		36,000,000.00	36,000,000.00
91282CGL9	U.S. Treasury Note	08/15/25	1,420,000.00		1,420,000.00
91282CFK2	U.S. Treasury Note	09/15/25	717,500.00		717,500.00
91282CFK2	U.S. Treasury Note	09/15/25		41,000,000.00	41,000,000.00
91282CGR6	U.S. Treasury Note	09/15/25	1,803,750.00		1,803,750.00
Grand Total			30,342,750.00	138,150,000.00	168,492,750.00

Projected Cash Flows Totals

Month and Year	Interest	Principal	Total Amount
October 2024	2,463,750.00		2,463,750.00
November 2024	2,777,812.50		2,777,812.50
December 2024	2,708,437.50		2,708,437.50
January 2025	2,731,687.50	5,000,000.00	7,731,687.50
February 2025	1,982,500.00		1,982,500.00
March 2025	2,521,250.00		2,521,250.00
April 2025	2,463,750.00		2,463,750.00
May 2025	2,777,812.50	16,750,000.00	19,527,812.50
June 2025	2,708,437.50	18,100,000.00	20,808,437.50
July 2025	2,703,562.50	21,300,000.00	24,003,562.50
August 2025	1,982,500.00	36,000,000.00	37,982,500.00
September 2025	2,521,250.00	41,000,000.00	43,521,250.00
Total	30,342,750.00	138,150,000.00	168,492,750.00



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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Roy Garcia, Interim Chief of Human Capital

Subject: Approval of Amendments to the 2024-2025 Compensation Plan

Consent Item

Financial Impact

Estimated savings to the district of \$188,000, including benefit costs.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

Throughout the budget year, the district continues to look for ways to be more efficient, including reorganizing departments once a position becomes vacant when possible. While being conscience of the district's financial situation, once we received a resignation from the Associate Superintendent of Teaching & Learning, we analyzed the district's current organizational chart and were able to collapse the position, saving the district money moving forward in personnel costs. This amendment to the 2024-2025 compensation plan has been updated to show the collapse of the Associate Superintendent of Teaching & Learning and update the title of the Associate Superintendent of School Improvement to Chief Academic Officer, who will be absorbing both job duties.

This amendment to the compensation plan also fixes a typo located under the substitute pay plan. Under the long-term teacher substitute pay starting on the 11th day, the daily pay for a degreed substitute stated two different numbers: \$250 and \$258. This amount has been updated to reflect the correct rate of pay of \$250 per day.

As the district continues to work towards closing the gap in our budget for the 2025-2026 fiscal year, we will continue to update the board. The district has also created a document to track the savings that will be included in the budget presentation leading up to the 2025-2026 budget adoption in June 2025.

Contact Person

Roy Garcia, Interim Chief of Human Capital

Enclosure

Amended 2024-2025 Compensation Plan



Midland Independent School District

2024-2025 COMPENSATION MANUAL

Board Approved 5/14/2024

Amended 6/25/2024

Midland Independent School District
Human Capital Management
615 W. Missouri Ave
Midland, TX 79701
432-240-1000
www.midlandisd.net

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Purpose

This manual is a guide for administering salaries and wages for Teachers, Administrative/Professional, Clerical/Technical, Instructional, and Auxiliary personnel of the Midland Independent School District.

The District maintains position classification and pay range structures for all jobs. Each job is assigned a pay grade that determines the minimum to maximum pay range for the position.

Employee salaries will advance through the pay range when there is a general pay increase budgeted and approved by the Board. Annual pay increases are not guaranteed. Raises are generally based on the mid-point of each pay range. No employee will be paid more than the maximum rate for his/her position's pay grade.

This compensation plan is for the **2024-2025** school year. No salary increases are granted automatically each year; therefore, neither past nor future salaries can be calculated, assumed, or predicted on the basis of this schedule. District policy requires the Board of Trustees to adopt a new compensation plan annually.

IMPORTANT NOTICE

Starting salaries for all new hire Teachers and Librarians will be based upon verification of prior experience and in accordance with the district's financial decisions regarding increases for employees. Salary schedules are valid for the year shown on schedules and cannot be used to determine future years' earnings. Salary schedules are for reference only. Actual salary is calculated by the Human Resources Department.

When an exempt employee is assigned an additional duty at will, the supplemental duty is not part of a contract nor is the associated pay. A stipend is compensation in addition to the regular salary. The start dates and end dates for the supplemental duty(ies) may be different from the start and end dates under the employment contract with the district. Stipend(s) include(s) payment for all duties, responsibilities, and additional time the supplemental duty(ies) may require. A stipend associated with a particular supplemental duty may be prorated if the supplemental duty is not completed or if the supplemental duty is terminated for any reason.

An employee's supplemental duty(ies) is/are at-will and is/are not part of the employment contract with the district. There is no property right to the continuation of the supplemental duty(ies). Employees may resign one or more of these supplemental duties at any time or the district may reassign or terminate one or more supplemental duties at any time.

Teacher Incentive Allotment (TIA)

For any funds received by Midland ISD for a designated teacher under the Teacher Incentive Allotment (TIA), 90 percent will be paid to the designated teacher. The remaining 10 percent will be withheld by the district for program implementation and operational costs.



Midland Independent School District

Teacher and Librarian Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Teacher/Librarian Pay Plan

THE ANNUAL SALARY IS BASED ON A 10 MONTH CALENDAR

This schedule is for the 2024-2025 school year only. This schedule cannot be used to project any future salary increases.

Teachers are on a 187 day work calendar for the 2024-2025 school year. Librarians are on a 191 day work calendar for the 2024-2025 school year.

A returning MISD employee in the same or similar position who received a Teacher Compensation Allotment (Career Ladder) supplement in 2023-2024 will receive the same supplement in 2024-2025, in addition to the salary appropriate for the individual employee employed on a full-time basis. Salary plans are determined on an annual basis and salary advancement is not guaranteed. Pay increases are based on the annual pay raise budgeted and approved by the Board of Trustees.

New Hire Teachers are capped at year step 30.

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Teacher/Librarian Pay Plan

Years of Experience	Bachelor's Degree Annual	Master's Degree Annual	Master's +30 Degree Annual	Doctorate Degree Annual
0	\$61,200	\$62,500	\$63,000	\$63,800
1	\$61,620	\$62,920	\$63,420	\$64,220
2	\$62,020	\$63,320	\$63,820	\$64,620
3	\$62,420	\$63,720	\$64,220	\$65,020
4	\$62,870	\$64,170	\$64,670	\$65,470
5	\$63,270	\$64,570	\$65,070	\$65,870
6	\$63,750	\$65,050	\$65,550	\$66,350
7	\$64,870	\$66,170	\$66,670	\$67,470
8	\$65,170	\$66,470	\$66,970	\$67,770
9	\$65,470	\$66,770	\$67,270	\$68,070
10	\$65,770	\$67,070	\$67,570	\$68,370
11	\$66,170	\$67,470	\$67,970	\$68,770
12	\$66,570	\$67,870	\$68,370	\$69,170
13	\$67,070	\$68,370	\$68,870	\$69,670
14	\$67,570	\$68,870	\$69,370	\$70,170
15	\$68,070	\$69,370	\$69,870	\$70,670
16	\$68,570	\$69,870	\$70,370	\$71,170
17	\$69,070	\$70,370	\$70,870	\$71,670
18	\$69,570	\$70,870	\$71,370	\$72,170
19	\$70,070	\$71,370	\$71,870	\$72,670
20	\$70,570	\$71,870	\$72,370	\$73,170
21	\$71,070	\$72,370	\$72,870	\$73,670
22	\$71,570	\$72,870	\$73,370	\$74,170
23	\$72,070	\$73,370	\$73,870	\$74,670
24	\$72,570	\$73,870	\$74,370	\$75,170
25	\$73,070	\$74,370	\$74,870	\$75,670
26	\$73,570	\$74,870	\$75,370	\$76,170
27	\$74,070	\$75,370	\$75,870	\$76,670
28	\$74,570	\$75,870	\$76,370	\$77,170
29	\$75,070	\$76,370	\$76,870	\$77,670
30+	\$75,570	\$76,870	\$77,370	\$78,170

This salary scale is based on 187 work days.
Exceptions include Librarians who work 191 days and "Other Teacher Pay Plan Positions"

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Teacher/Librarian Pay Plan

OTHER TEACHER PAY PLAN POSITIONS	NUMBER OF DAYS	PLUS STIPEND
Athletic Dept. - Head Athletic Trainer & Asst. Athletic Trainer	217	Yes
CTE Dept. - Law and Public Service Academy Coordinator	217	Yes
CTE Dept. - College, Career, & Military Readiness (CCMR) Coordinator	187	Yes
CTE Dept. - Health Science Academy Coordinator	217	Yes
CTE Dept. - Petroleum Academy Coordinator	217	Yes
CTE Dept. - Vocational Agriculture Teacher	217	Yes
CTE Dept. - Vocational CTE Teacher	187 + 15 days	No
EL Dept. - Bil/ESL Instructional Specialist	191	Yes
EL Dept. - Bilingual Interventionist (Part-time)	187	No
EL Dept. - Dual Language Program Coordinator	197	Yes
EL Dept. - LPAC Compliance Coordinator	197	Yes
Fine Arts - Assistant Band Director (High School)	187	Yes
Fine Arts - Band Director (Freshman & Jr. High)	187	Yes
GT Dept. - GEM 2.0 Teacher	187	No
SPED Dept. - ARD Facilitator	187	Yes
SPED Dept. - Dyslexia Teacher	191	No
SPED Dept. - LEAP Teacher	192	Yes
SPED Dept. - LSSP (Assistant/Intern)	197	Yes
SPED Dept. - Special Education Teacher	187	Yes
SPED Dept. - Special Services Program Specialist	197	Yes
SPED Dept. - Speech Pathologist Assistant/Intern	187	Yes
SPED Dept. - Student Transition Coordinator	197	Yes
T&L Dept. - At Risk Coordinator (CHS)	191	No
T&L Dept. - AVID Teacher and Coordinator	187	No
T&L Dept. - Campus Literacy Strategist	197	No
T&L Dept. - Campus Mathematics Strategist	197	No
T&L Dept. - Instructional Specialist	187	No
T&L Dept. - Interventionist	187	No
T&L Dept. - Library Media Specialist	191	No
T&L Dept. - Media/Instructional Specialist (MFHS/MHS/Goddard)	217	No
T&L Dept. - Principal Fellow	187	No
T&L Dept. - Social Worker	187	No
T&L Dept. - Student Activities Coordinator (LHS/MHS)	197	Yes



Administrative/Professional Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Administrative/Professional Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum	
	Budget Analyst	226	Daily	\$288.46	\$343.40	\$398.34
	Specialist II, Payroll	226	226	\$65,191.96	\$77,608.40	\$90,024.84
	Specialist, Benefits and Risk Management	226				

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum	
	Registered Nurse	187	Daily	\$308.65	\$367.44	\$426.23
	Registered Nurse, BSN	187	187	\$57,717.55	\$68,711.28	\$79,705.01
	Apprentice, Elementary School Counselor	197	197	\$60,804.05	\$72,385.68	\$83,967.31
	Coordinator, ELL Transition	197	198	\$61,112.70	\$72,753.12	\$84,393.54
	Early Childcare Site Supervisor	198	217	\$66,977.05	\$79,734.48	\$92,491.91
	Apprentice, Secondary School Counselor	217	226	\$69,754.90	\$83,041.44	\$96,327.98
	Accountant, Staff	226				
	Coordinator, Family Outreach	226				
	Coordinator, Homeless Project	226				
	Specialist, Communications	226				

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum	
	Behavior Interventionist	197	Daily	\$330.25	\$393.16	\$456.07
	College Connect Advisor	197	197	\$65,059.25	\$77,452.52	\$89,845.79
	Counselor, Elementary	197	217	\$71,664.25	\$85,315.72	\$98,967.19
	Counselor, Licensed Professional	197	226	\$74,636.50	\$88,854.16	\$103,071.82
	Intern, Elementary Administrative	197				
	Specialist, Behavioral	197				
	Collegiate Coach	217				
	Counselor, DEAP	217				
	Counselor, FH	217				
	Counselor, Junior High	217				
	Counselor, YWLA	217				
	Intern, Secondary Administrative	217				
	Specialist, Early Childhood	217				
	Specialist, Freshman Instructional	217				
	Specialist, GT	217				
	Specialist, Talent Development	217				
	Accountant, Special Revenue Staff	226				
	Coordinator, District Community	226				
	District Risk Manager	226				
	Specialist, Parent Engagement	226				
	1882 Partnership Specialist	226				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Administrative/Professional Pay Plan

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum
	Licensed Speech Pathologist (SLP-CCC)	187	Daily \$350.07	\$416.75	\$483.43
	Crisis Counselor	197	187 \$65,463.09	\$77,932.25	\$90,401.41
	Diagnostician	197	197 \$68,963.79	\$82,099.75	\$95,235.71
	Licensed Specialist in School Psychology	197	207 \$72,464.49	\$86,267.25	\$100,070.01
	Therapist, Occupational	197	217 \$75,965.19	\$90,434.75	\$104,904.31
	Therapist, Physical	197	226 \$79,115.82	\$94,185.50	\$109,255.18
	Lead Diagnostician	207			
	Lead Licensed Speech Pathologist	207			
	Assistant Principal, Elementary	217			
	Supervisor, Special Services	217			
	Coordinator, Child Find	217			
	HR Systems Analyst	226			
	Supervisor, ELL (Elem & Sec)	226			
	1882 Partnership Specialist	226			

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum
	Coordinator, Student Behavioral	197	Daily \$371.08	\$441.76	\$512.44
	Coordinator, Title IX	197	197 \$73,102.76	\$87,026.72	\$100,950.68
	Assistant Principal - JH	217	217 \$80,524.36	\$95,861.92	\$111,199.48
	Assistant Principal - MAP	217	226 \$83,864.08	\$99,837.76	\$115,811.44
	Assistant Principal - YWLA	217			
	Coordinator, ECHS Student Services	217			
	Coordinator, Mental Health	217			
	Counselor, High School	217			
	Elementary Rising Principal	217			
	Assistant Director, Transportation	226			
	Coordinator, Advanced Academics	226			
	Coordinator, Assessment	226			
	Coordinator, Benefits and Risk Mgt.	226			
	Coordinator, Budget	226			
	Coordinator, College & Career Connections	226			
	Coordinator, CTE	226			
	Coordinator, Dropout Prevention & Interv.	226			
	Coordinator, Emergency Management	226			
	Coordinator, Fine Arts	226			
	Coordinator, Human Resources	226			
	Coordinator, K-5/School Improvement	226			
	Coordinator, Recruitment	226			
	Coordinator, RTI/MTSS	226			
	Coordinator, State & Federal Grants	226			
	Coordinator, T&L Instructional	226			
	Coordinator, Truancy Behavior	226			

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Administrative/Professional Pay Plan

Pay Grade 6	Job Title	Days	Minimum	Midpoint	Maximum	
	Assistant Principal - FH, ECHS, HS	217	Daily \$393.35	\$468.27	\$543.19	
	Band Director, High School	217	217	\$85,356.95	\$101,614.59	\$117,872.23
	Secondary Rising Principal	217	226	\$88,897.10	\$105,829.02	\$122,760.94
	Director, Early Childhood	226	250	\$98,337.50	\$117,067.50	\$135,797.50
	Director, Education Foundation	226				
	Director, Emergent Bil Parent & Student	226				
	Director, Guidance and Counseling	226				
	Director, Health Services	226				
	Director, Student Services	226				
	Director, Transportation	226				
	Director, Custodial	250				
	Director, Facility Design	250				
	Director, Maintenance	250				

Pay Grade 7	Job Title	Days	Minimum	Midpoint	Maximum	
	Associate Principal, High School	226	Daily \$416.95	\$496.37	\$575.79	
	Controller	226	226	\$94,230.70	\$112,179.62	\$130,128.54
	Principal, Coleman Alt HS	226				
	Principal, ECHS	226				
	Principal, Elementary	226				
	Principal, YWLA	226				

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum	
	Director, Athletics	226	Daily \$441.97	\$526.15	\$610.33	
	Director, HR Benefits & Risk Management	226	226	\$99,885.22	\$118,909.90	\$137,934.58
	Director, Human Resources	226				
	Director, Payroll	226				
	Director, Performance & Accountability	226				
	Director, Procurement	226				
	Director, School Leadership	226				
	Director, State & Federal Programs	226				
	Director, Talent Development	226				
	Head Football/Athletic Coordinator	226				
	Principal, JH/FH	226				
	Principal, MAP DAEP	226				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Administrative/Professional Pay Plan

Pay Grade 9	Job Title	Days	Minimum	Midpoint	Maximum	
	Executive Director, Bilingual/ESL Ed.	226	Daily	\$471.14	\$560.88	\$650.62
	Executive Director, CTE	226	226	\$106,477.64	\$126,758.88	\$147,040.12
	Executive Director, Financial Services	226				
	Executive Director, Fine Arts	226				
	Executive Director, Special Services	226				
	Executive Director, Student Services	226				
	Executive Director, Talent Acquisition & Dev.	226				
	Executive Director, Teaching & Learning	226				

Pay Grade 10	Job Title	Days	Minimum	Midpoint	Maximum	
	Principal, Senior High School	226	Daily	\$499.41	\$594.53	\$689.65
			226	\$112,866.66	\$134,363.78	\$155,860.90

Pay Grade 11	Job Title	Days	Minimum	Midpoint	Maximum	
	Chief Communication Officer	226	Daily	\$564.94	\$664.64	\$764.34
	Executive Director, Athletics	226	226	\$127,676.44	\$150,208.64	\$172,740.84
	Executive Director, School Leadership	226				
	Executive Principal	226				

Pay Grade 12	Job Title	Days	Minimum	Midpoint	Maximum	
	Chief Academic Officer	226	Daily	\$671.72	\$790.26	\$908.80
	Chief Facilities and Operations Officer	226	226	\$151,808.72	\$178,598.76	\$205,388.80
	Chief Financial Officer	226				
	Chief of Human Capital Management	226				

Pay Grade 13	Job Title	Days	Minimum	Midpoint	Maximum	
	Deputy Superintendent	226	Daily	\$725.46	\$853.48	\$981.50
	General Counsel	226	226	\$163,953.96	\$192,886.48	\$221,819.00



Midland Independent School District

Clerical Support Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Clerical Support Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum	
	Clerk, Office (Elem, JH, FH)	184	Hourly \$14.40	\$17.15	\$19.90	
			184	\$21,196.80	\$25,244.80	\$29,292.80

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum	
	PBX Operator	226	Hourly \$15.25	\$18.16	\$21.07	
			226	\$27,572.00	\$32,833.28	\$38,094.56

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum	
	Clerk, Attendance (JH, FH)	187	Hourly \$16.50	\$19.65	\$22.80	
	Student Services Specialist	191	187	\$24,684.00	\$29,396.40	\$34,108.80
	Clerk, Counselor (JH, FH, HS)	217	191	\$25,212.00	\$30,025.20	\$34,838.40
	Clerk, HS Data Entry	217	217	\$28,644.00	\$34,112.40	\$39,580.80
	Clerk, SPS Data Entry	226	226	\$29,832.00	\$35,527.20	\$41,222.40

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum	
	Clerk, High School Attendance	187	Hourly \$17.75	\$21.13	\$24.51	
	HS Bookkeeper	217	187	\$26,554.00	\$31,610.48	\$36,666.96
	HS Registrar	217	217	\$30,814.00	\$36,681.68	\$42,549.36
	Clerk, HR Data Entry	226	226	\$32,092.00	\$38,203.04	\$44,314.08
	Clerk, IMS - Student Data Systems	226				
	Clerk, Police Department Data Entry	226				
	Clerk, Student Records	226				
	HR Receptionist	226				

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Clerical Support Pay Plan

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum
	Clerk, SPED Management System (SEMS)	197	Hourly \$19.15	\$22.80	\$26.45
	Clerk, SPED Resource System (SERS)	197	226 \$30,180.40	\$35,932.80	\$41,685.20
	Clerk, Athletics	226	226 \$34,623.20	\$41,222.40	\$47,821.60
	Clerk, Budget	226			
	Clerk, Payroll	226			
	Secretary, Elementary Principal	226			

Pay Grade 6	Job Title	Days	Minimum	Midpoint	Maximum
	Clerk, Sr. Accounting Accounts Payable	226	Hourly \$20.80	\$24.76	\$28.72
	Clerk, Sr. Accounting Activity Funds	226	226 \$37,606.40	\$44,766.08	\$51,925.76
	Clerk, Sr. Accounting Cashier	226			
	Clerk, Sr. Payroll	226			
	HR Generalist	226			
	Secretary, Director	226			
	Secretary, Principal (JH, FH)	226			
	Specialist, District Volunteer	226			
	Specialist, EC Eligibility & Enrollment	226			
	Specialist, Transp. Employment Svcs.	226			
	Specialist, Warehouse/Purchasing	226			

Pay Grade 7	Job Title	Days	Minimum	Midpoint	Maximum
	Secretary, Chief of Police	226	Hourly \$22.75	\$27.09	\$31.43
	Secretary, Executive Director	226	226 \$41,132.00	\$48,978.72	\$56,825.44
	Specialist I, Payroll	226			
	Specialist, Athletics	226			
	Specialist, Certification	226			
	Specialist, Family Support Center	226			
	Specialist, PEIMS/Special Programs (SPED)	226			
	Secretary, Principal (HS)	226			

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum
	Exec Asst, Assoc Superintendent	226	Hourly \$25.80	\$30.72	\$35.64
	Exec Asst, CFO, CHO, COO, CTO	226	226 \$46,646.40	\$55,541.76	\$64,437.12
	Exec Asst, CCO/General Counsel	226			

Pay Grade 9	Job Title	Days	Minimum	Midpoint	Maximum
	Exec Asst, Deputy Supt/General Counsel	226	Hourly \$27.35	\$32.56	\$37.77
			226 \$49,448.80	\$58,868.48	\$68,288.16

Pay Grade 10	Job Title	Days	Minimum	Midpoint	Maximum
	Administrative Asst, Supt/ Board Liaison	226	Hourly \$29.00	\$34.52	\$40.04
			226 \$52,432.00	\$62,412.16	\$72,392.32



Instructional Support Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Instructional Support Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum	
	Liaison, Parent & Family Engagement	184	Hourly \$14.40	\$17.35	\$20.30	
	Teacher Assistant, Bilingual	184	184	\$21,196.80	\$25,539.20	\$29,881.60
	Teacher Assistant, DAEP	184	191	\$22,003.20	\$26,510.80	\$31,018.40
	Teacher Assistant, ESL	184	192	\$22,118.40	\$26,649.60	\$31,180.80
	Teacher Assistant, General	184	197	\$22,694.40	\$27,343.60	\$31,992.80
	Teacher Assistant, Interventionist	184				
	Teacher Assistant, ISS	184				
	Teacher Assistant, Math Lab	184				
	Teacher Assistant, PE	184				
	Teacher Assistant, Pre-K	184				
	Teacher Assistant, Pre-K Bilingual	184				
	Liaison, Family Support	191				
	Childcare Provider I	192				
	Liaison, Home/Parent	197				

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum	
	Library Assistant	184	Hourly \$15.70	\$18.91	\$22.12	
	Teacher Assistant, A+ Lab	184	184	\$23,110.40	\$27,835.52	\$32,560.64
	Teacher Assistant, Computer Lab	184	187	\$23,487.20	\$28,289.36	\$33,091.52
	Teacher Assistant, Literacy Liaison	184	192	\$24,115.20	\$29,045.76	\$33,976.32
	Teacher Assistant, SPED Autism Support	184				
	Teacher Assistant, Visually Impaired	184				
	Apprentice I	187				
	Teacher Assistant, SPED Inclusion/Resource	187				
	Childcare Provider II	192				

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum	
	Teacher Assistant, GT	184	Hourly \$20.80	\$25.06	\$29.32	
	Teacher Assistant, SPED BAC	184	184	\$30,617.60	\$36,888.32	\$43,159.04
	Teacher Assistant, SPED Life Skills	184	187	\$31,116.80	\$37,489.76	\$43,862.72
	Apprentice II	187	192	\$31,948.80	\$38,492.16	\$45,035.52
	Teacher Assistant, Newcomer	187				
	Teacher Assistant, VAC	187				
	Intervener/Communication Facilitator	187				
	Teacher Assistant, SPED LEAP/ECSE	192				

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum	
	Apprentice III	187	Hourly \$22.00	\$26.51	\$31.02	
	Reach Associate	187	187	\$32,912.00	\$39,658.96	\$46,405.92
	Teacher Resident	187				

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum	
	Apprentice IV	187	Hourly \$27.00	\$31.50	\$36.00	
			187	\$40,392.00	\$47,124.00	\$53,856.00

Pay Grade 5-E	Job Title	Days	Minimum	Midpoint	Maximum	
	Associate Teacher	187	Daily \$216.00	\$252.00	\$288.00	
			187	\$40,392.00	\$47,124.00	\$53,856.00

Pay Grade I-A	Job Title	Days	Flat Hourly Rate: \$25 (Part-time)		
	Family Outreach Liaison				



Auxiliary Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Auxiliary Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum
	Bus Monitor	185	Hourly \$14.40	\$17.35	\$20.30
	Bus Monitor (SPED)	185	185 \$21,312.00	\$25,678.00	\$30,044.00
	Custodian	250	250 \$28,800.00	\$34,700.00	\$40,600.00

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum
	Assistant Head Custodian	250	Hourly \$15.30	\$18.43	\$21.56
			250 \$30,600.00	\$36,860.00	\$43,120.00

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum
	Assistant Building Engineer	250	Hourly \$16.75	\$20.18	\$23.61
	Equipment Operator	250	250 \$33,500.00	\$40,360.00	\$47,220.00
	Grounds Caretaker	250			
	Grounds Crew	250			
	Head Custodian (Elem/Central Office)	250			
	Irrigation Installer	250			
	Material Handler I	250			
	Periodic Maintenance Worker	250			

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum
	Head Custodian (JH)	250	Hourly \$18.25	\$21.98	\$25.71
			250 \$36,500.00	\$43,960.00	\$51,420.00

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum
	Custodial Trainer-Furniture Installer	250	Hourly \$19.95	\$24.04	\$28.13
	Head Custodian (MAP, CHS, YWLA)	250	250 \$39,900.00	\$48,080.00	\$56,260.00
	Material Handler II	250			
	Painter	250			
	Worker, Environmental Services	250			

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Auxiliary Pay Plan

Pay Grade 6	Job Title	Days	Minimum	Midpoint	Maximum
	Carpenter	250	Hourly \$22.00	\$26.51	\$31.02
	Head Building Engineer	250	250 \$44,000.00	\$53,020.00	\$62,040.00
	Locksmith	250			
	Mechanic I, Transportation	250			
	Print Shop Lead	250			
	Roofer/Carpenter	250			
	Shipping/Receiving Clerk	250			

Pay Grade 7	Job Title	Days	Minimum	Midpoint	Maximum
	Contract Administrator Bid Manager	226	Hourly \$24.45	\$29.45	\$34.45
	HVAC Mechanic	250	226 \$44,205.60	\$53,245.60	\$62,285.60
	Journeyman Electrician	250	250 \$48,900.00	\$58,900.00	\$68,900.00
	Plumber	250			

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum
	Coordinator, Transp. Data & Route (SPED)	226	Hourly \$27.25	\$32.83	\$38.41
	Transportation Dispatcher	226	226 \$49,268.00	\$59,356.64	\$69,445.28
	Coordinator, Extra Curricular Activities	250	250 \$54,500.00	\$65,660.00	\$76,820.00
	Coordinator, Transportation Safety	250			
	Foreman, Carpenter	250			
	Foreman, Electrical	250			
	Foreman, Environmental Services	250			
	Foreman, Facility Design-Spec. Project	250			
	Foreman, Grounds	250			
	Foreman, HVAC	250			
	Foreman, Irrigation	250			
	Foreman, Locksmith	250			
	Foreman, Mill Shop	250			
	Foreman, Paint	250			
	Foreman, Periodic Maintenance	250			
	Foreman, Plumbing	250			
	Mechanic II, Transportation	250			
	Technician, EMS	250			
	Technician, Fire Alarm Systems	250			
	Technician, GIS/CAD	250			

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Auxiliary Pay Plan

Pay Grade 9	Job Title	Days
	Specialist, Assistant Energy	226
	Supervisor, Transportation	226
	Supervisor, Transportation (SPED)	226
	Building Manager/Head Custodian	250
	Supervisor, Custodial Zone	250
	Supervisor, Facilities Control/Compliance	250
	Supervisor, Supply Management	250
	Supervisor, Transportation Mechanic	250

	Minimum	Midpoint	Maximum
Hourly	\$30.65	\$36.93	\$43.21
226	\$55,415.20	\$66,769.44	\$78,123.68
250	\$61,300.00	\$73,860.00	\$86,420.00

Pay Grade 10	Job Title	Days
	Fleet Manager	226
	Procurement Supervisor	226

	Minimum	Midpoint	Maximum
Hourly	\$40.50	\$48.79	\$57.08
226	\$73,224.00	\$88,212.32	\$103,200.64

Pay Grade BD	Job Title	Days
	Bus Driver	185
	Transportation Technician	250

	Minimum	Midpoint	Maximum
Hourly	\$25.25	\$28.46	\$31.67
185	\$37,370.00	\$42,120.80	\$46,871.60
250	\$50,500.00	\$56,920.00	\$63,340.00



Midland Independent School District

Child Nutrition Services Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Child Nutrition Services Pay Plan

Pay Grade	Job Title	Days	Minimum	Midpoint	Maximum	
Pay Grade 1	Food Service Worker I	181, 183	Hourly	\$14.40	\$17.35	\$20.30
			181	\$20,851.20	\$25,122.80	\$29,394.40
			183	\$21,081.60	\$25,400.40	\$29,719.20
Pay Grade 2	Food Service Worker II	181, 183	Hourly	\$15.30	\$18.43	\$21.56
			181	\$22,154.40	\$26,686.64	\$31,218.88
			183	\$22,399.20	\$26,981.52	\$31,563.84
Pay Grade 3	Driver, CNS Warehouse	226	Hourly	\$19.70	\$23.74	\$27.78
			183	\$28,840.80	\$34,755.36	\$40,669.92
			226	\$35,617.60	\$42,921.92	\$50,226.24
Pay Grade 3	Manager I, CNS (ES, YWLA)	183				
Pay Grade 3	Manager II, CNS (JH, FH, HS)	183				
Pay Grade 4	Accounts Payable, CNS	226	Hourly	\$20.80	\$25.07	\$29.34
			226	\$37,606.40	\$45,326.56	\$53,046.72
Pay Grade 4	Inventory Secretary, CNS	226				
Pay Grade 4	Foreman, CNS Warehouse	226				
Pay Grade 4	Secretary, Director of CNS	226				
Pay Grade 4	Specialist, PEIMS CNS	226				
Pay Grade 5	Equipment Technician, CNS	226	Hourly	\$30.65	\$36.93	\$43.21
			226	\$55,415.20	\$66,769.44	\$78,123.68
Pay Grade 5	Supervisor, CNS	226				
Pay Grade 6	Dietitian	226	Daily	\$288.45	\$343.39	\$398.33
			226	\$65,189.70	\$77,606.14	\$90,022.58
Pay Grade 7	Supervisor, Finance CNS	226	Daily	\$330.25	\$393.16	\$456.07
			226	\$74,636.50	\$88,854.16	\$103,071.82
Pay Grade 8	Assistant Director, CNS	226	Daily	\$371.09	\$441.77	\$512.45
			226	\$83,866.34	\$99,840.02	\$115,813.70
Pay Grade 9	Director, CNS	226	Daily	\$453.56	\$539.83	\$626.20
			226	\$102,504.56	\$122,001.58	\$141,521.20



Police Department Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Police Department Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum	
	Campus Security Officer	226	Hourly \$15.15	\$18.04	\$20.93	
			226	\$27,391.20	\$32,616.32	\$37,841.44

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum	
	Campus Support Monitor	184	Hourly \$17.50	\$20.84	\$24.18	
	Access Control Worker	226	184	\$25,760.00	\$30,676.48	\$35,592.96
			226	\$31,640.00	\$37,678.72	\$43,717.44

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum	
	Police Evidence Technician	226	Hourly \$20.75	\$24.70	\$28.65	
	Police Telecommunicator	226	226	\$37,516.00	\$44,657.60	\$51,799.20

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum	
	Vacant		Hourly \$25.75	\$30.66	\$35.57	
			226	\$46,556.00	\$55,433.28	\$64,310.56

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum	
	Police Officer	197	Hourly \$33.00	\$39.29	\$45.58	
	Police Officer	207	197	\$52,008.00	\$61,921.04	\$71,834.08
	Police Officer	217	207	\$54,648.00	\$65,064.24	\$75,480.48
	Police Officer	226	217	\$57,288.00	\$68,207.44	\$79,126.88
	Security & Surveillance Sys. Lead Tech	226	226	\$59,664.00	\$71,036.32	\$82,408.64

Pay Grade 6	Job Title	Days	Minimum	Midpoint	Maximum	
	Police Sergeant/Investigator	226	Hourly \$37.50	\$44.64	\$51.78	
			226	\$67,800.00	\$80,709.12	\$93,618.24

Pay Grade 7	Job Title	Days	Minimum	Midpoint	Maximum	
	Police Lieutenant	226	Daily \$338.98	\$403.55	\$468.12	
			226	\$76,609.48	\$91,202.30	\$105,795.12

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum	
	Chief of Police	226	Daily \$488.13	\$581.11	\$674.09	
			226	\$110,317.38	\$131,330.86	\$152,344.34

Pay Grade PD-A	Job Title	Days	Flat Annual Rate: \$54,000		
	School Safety Officer	187			



Technology Services Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Technology Services Pay Plan

Pay Grade 1	Job Title	Days	Minimum	Midpoint	Maximum
	Help Desk Technician	226	Hourly \$22.25	\$26.49	\$30.73
	Network Technician I	226	226 \$40,228.00	\$47,893.92	\$55,559.84
	Technician, Computer	226			
	Technology Purchasing Specialist	226			

Pay Grade 2	Job Title	Days	Minimum	Midpoint	Maximum
	Network Technician II	226	Hourly \$25.50	\$30.36	\$35.22
			226 \$46,104.00	\$54,890.88	\$63,677.76

Pay Grade 3	Job Title	Days	Minimum	Midpoint	Maximum
	Administrator, Network	226	Daily \$297.05	\$353.63	\$410.21
	Administrator, Server/Infrastructure	226	226 \$67,133.30	\$79,920.38	\$92,707.46
	Mobile Device Specialist	226			
	Technology Project Manager	226			

Pay Grade 4	Job Title	Days	Minimum	Midpoint	Maximum
	Network Administrator Specialist	226	Daily \$320.81	\$381.92	\$443.03
			226 \$72,503.06	\$86,313.92	\$100,124.78

Pay Grade 5	Job Title	Days	Minimum	Midpoint	Maximum
	Analyst, Student Information Systems	226	Daily \$346.47	\$412.47	\$478.47
	Coordinator, Instructional Technology	226	226 \$78,302.22	\$93,218.22	\$108,134.22
	Coordinator, PEIMS	226			

Pay Grade 6	Job Title	Days	Minimum	Midpoint	Maximum
	Coordinator, Technology Support	226	Daily \$377.66	\$449.59	\$521.52
	Cybersecurity Officer	226	226 \$85,351.16	\$101,607.34	\$117,863.52
	Database Admin./Programmer	226			
	Senior Network Administrator	226			
	Student Information Systems Programmer	226			

Pay Grade 7	Job Title	Days	Minimum	Midpoint	Maximum
	Director, Information Technology	226	Daily \$441.86	\$526.02	\$610.18
	Director, Student Information Systems	226	226 \$99,860.36	\$118,880.52	\$137,900.68
	Director, Technology Integration	226			

Pay Grade 8	Job Title	Days	Minimum	Midpoint	Maximum
	Chief Technology Officer	226	Daily \$564.94	\$664.64	\$764.34
			226 \$127,676.44	\$150,208.64	\$172,740.84



Substitute Pay Plan

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Substitute Pay Plan

*Full Day Substitute Teacher	Non-Cert Daily	Texas Cert Daily
Regular	\$150	\$228

**Teacher Substitutes will be compensated an additional \$20.00 for service on Mondays and \$30.00 for service on Fridays if serving in a teaching capacity only.*

Full Day Nurse Substitute	Daily
Regular	\$180

Full Day Clerical/Technical/Teacher Assistant Substitute	Daily
Regular	\$115
Retired: Full Day Clerical/Technical/Teacher Assistant	\$125

**Long-Term Teacher Substitute Pay:	Daily
Long Term: Non-Degreed is \$200.00 per day starting on day 11.	\$200
Long Term: Degreed is \$250.00 per day starting on day 11.	\$250
Long Term: (Degreed & Certified) is \$327.27 per day starting on day 11.	\$327.27
Long Term: Retired (Degreed & Certified): is \$347.56 per day starting on day 11.	\$347.56

In accordance with TRS guidelines, retired Teachers cannot sub more than 20 days in a vacancy.

Long-Term Teacher Substitute pay begins on day 11 of the same professional Long-Term Teacher Substitute assignment and remains in effect as long as the Substitute has continuous employment in that assignment, with no break.

- Should a break in service occur, the pay reverts back to the standard substitute pay until the substitute works another 10 consecutive days in the same assignment as the Long-Term Substitute Teacher.
- Long-Term Teacher assignments require advance approval by Human Resources.



Stipends and Other Supplemental Pay

IMPORTANT NOTICE

When an exempt employee is assigned an additional duty at will, the supplemental duty is not part of a contract nor is the associated pay. A stipend is compensation in addition to the regular salary. The start dates and end dates for the supplemental duty(ies) may be different from the start and end dates under the employment contract with the district. Stipend(s) include(s) payment for all duties, responsibilities, and additional time the supplemental duty(ies) may require. A stipend associated with a particular supplemental duty may be prorated if the supplemental duty is not completed or if the supplemental duty is terminated for any reason.

An employee's supplemental duty(ies) is/are at-will and is/are not part of the employment contract with the district. There is no property right to your continuation of the supplemental duty(ies). Employees may resign one or more of these supplemental duties at any time or the district may reassign or terminate one or more supplemental duties at any time.

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

ATHLETIC STIPENDS

GROUP 1 (<i>HS Head Coaches, Group 1 Assistant Coaches</i>)	<u>Annual Rate</u>
Head Basketball (2)	\$11,000
Head Soccer (2)	\$10,000
Head Softball\Facility Manager (1)	\$11,000
Head Baseball\Facility Manager (1)	\$11,000
Head Volleyball (1)	\$10,000
Assistant Head Football Coach\2 Sports (1)	\$15,000
Offensive Football Coordinator\2 Sports (1)	\$15,000
Defensive Football Coordinator\2 Sports (1)	\$15,000
First Football Assistant \2 Sports (1)	\$15,000
Girls Coordinator (From Staff)	\$5,000

GROUP 2 (<i>Head Track, Head Cross Country, Head Powerlifting, HS Asst.</i>)	<u>Annual Rate</u>
Head Cross Country (1) (From Staff)	\$6,000
Head Track (2) (From Staff)	\$7,500
Head Power Lifting (1) (From Staff)	\$4,000
HS Assistant / 2 Sports (15)	\$11,000

GROUP 3 (<i>Dual Sports, Trainers, Equipment Managers, Laundry</i>)	<u>Annual Rate</u>
Head Golf (1)	\$8,000
Assistant Golf (1)	\$5,000
Head Tennis (1)	\$8,000
Assistant Tennis (1)	\$5,000
Head Athletic Trainer (1) +Trainer Travel (217 work calendar)	\$11,000
Assistant Athletic Trainers (2) +Trainer Travel (217 work calendar)	\$9,000
Laundry (2) (1 Boys Sport, 1 Girls Sport)	\$2,000
Equipment (4) (2 Boys Sport, 2 Girls Sport)	\$2,000
HS Assistant Tennis	\$5,000

GROUP 4 (<i>Freshman</i>)	<u>Annual Rate</u>
Coordinator\2 Sports (2)	\$8,500
Assistant Coach\2 Sports (8)	\$7,500
Freshman Assistant Tennis	\$5,000

GROUP 5 (<i>Junior High</i>)	<u>Annual Rate</u>
Coordinator\3 Sports (2)	\$7,250
Assistant\3 Sports (8)	\$6,000
Cross Country	\$1,500
Swim/ Dive (1) For all Jr Highs	\$1,500
Tennis (1)	\$3,000
Soccer (4) (From staff/Spring Semester Only)	\$1,000

GROUP 6 (<i>Swim/Dive</i>)	<u>Annual Rate</u>
Head Coach (LHS/MHS)	\$11,000
Assistant Coach	\$5,000
In District Travel (Coaches Who Must Travel to Sport Facility)	\$500

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

STUDENT ACTIVITIES STIPENDS

<u>Academic Sponsors</u>	<u>Annual Rate</u>
High School Decathlon - Assistant	\$1,000
High School Decathlon	\$3,500

<u>Cheerleader</u>	<u>Annual Rate</u>
7th Grade Pep Squad w/o class	\$3,500
8th Grade Cheer w/o class	\$3,500
7th Grade Pep Squad w/ class	\$3,000
8th Grade Cheer w/ class	\$3,000
Freshman High Cheer w\ class	\$3,000
Freshman High Cheer w\o class	\$3,500
High School JV Cheer w\class	\$4,500
High School Cheer	\$7,000

<u>Class Sponsors</u>	<u>Annual Rate</u>
Early College	\$300
9th - 10th	\$600
11th - 12th Grade	\$1,150

<u>Dance Teacher</u>	<u>Annual Rate</u>
High School/High School Assistant	\$2,000

<u>Performance Dance</u>	<u>Annual Rate</u>
High School	\$6,000
High School Assistant	\$4,000

<u>Debate & Forensics</u>	<u>Annual Rate</u>
High School	\$3,000

<u>Drill Team</u>	<u>Annual Rate</u>
High School	\$2,800

<u>Model Organization of American States (MOAS)</u>	<u>Annual Rate</u>
MHS & LHS	\$3,500

<u>Sponsor (French/National/Spanish Honor Society)</u>	<u>Annual Rate</u>
Junior High	\$600
Early College	\$600
Freshman	\$800
High School	\$1,000

<u>Robotics</u>	<u>Annual Rate</u>
High School	\$2,100

<u>Student Council</u>	<u>Annual Rate</u>
Junior High	\$1,300
Freshman High	\$1,300
Early College	\$300
High School	\$3,000

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

STUDENT ACTIVITIES STIPENDS CONT.

<u>Yearbook</u>	<u>Annual Rate</u>
Junior High	\$1,300
Freshman High	\$1,300
Early College	\$700
High School	\$3,000

FINE ARTS STIPENDS

<u>Band</u>	<u>Annual Rate</u>
Junior High Assistant	\$5,000
Junior High	\$7,000
Freshman High	\$8,000
High School Assistant	\$8,000
High School Director	\$10,000

<u>Choir</u>	<u>Annual Rate</u>
Junior High	\$3,000
Freshman High	\$5,000
High School - Assistant	\$5,000
High School/Freshman	\$7,000

<u>Orchestra/Strings</u>	<u>Annual Rate</u>
Junior High	\$3,000
Freshman High	\$5,000
High School	\$7,000

<u>Theater Arts</u>	<u>Annual Rate</u>
Junior High	\$3,000
Freshman High - Assistant	\$8,000
High School	\$10,000

ENGLISH LEARNERS STIPENDS

<u>Bilingual Teachers/Others</u>	<u>Annual Rate</u>
Bilingual Classroom - Teacher (PK-4)	\$5,000
Dual Language Program Coordinator	\$2,500
EL Instructional Specialist	\$2,500
ESL/ELA Teacher (PK-6)	\$3,000
English as a Second Language (ESL)/ English Language Arts (ELA)-Teacher (7th-12th)	\$2,000
English Learner Transition Coordinator	\$2,500
Language Proficiency Assessment Committee (LPAC) Compliance Coordinator	\$2,500
Newcomer Academy Teacher (5th-12th grade)	\$5,000

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

SPECIAL SERVICES STIPENDS	
Special Education	Annual Rate
Admission, Review, and Dismissal (ARD) Facilitator	\$4,000
Assisted Technology (AT) Coordinator	\$5,000
Behavior Interventionist	\$5,000
Certified Orientation & Mobility Specialist (COMS)	\$2,100
Diagnostician	\$8,000
Diagnostician-Bilingual Certified	\$10,500
Diagnostician-Lead	\$5,000
Licensed Specialist in School Psychology - Intern	\$5,000
Licensed Specialist in School Psychology (LSSP)	\$10,000
Licensed Speech Language Pathologist - Assistant	\$4,000
Licensed Speech Pathologist (SLP-CCC)	\$8,000
Licensed Speech Pathologist Bilingual (SLP-CCC)	\$10,000
Licensed Speech Pathologist Lead	\$5,000
Occupational Therapist	\$8,000
Physical Therapist	\$8,000
SLP- Assistant & CFY Bilingual	\$6,000
Special Services Program Specialist	\$7,500
Supervision of SLP-A's and CFY's	\$1,500
Teacher - Autism Support	\$2,500
Teacher - Behavior Adjustment Class (BAC) (10th-12th Grade)	\$10,000
Teacher - Behavior Adjustment Class (BAC) (Kinder-9th Grade)	\$10,000
Teacher - Encore	\$10,000
Teacher - Learning for Everyone at Preschool (LEAP)	\$10,000
Teacher - Life Skills	\$10,000
Teacher - Resource/Inclusion/Homebound	\$2,000
Teacher - Special Services Lead (Secondary)	\$2,500
Teacher - Deaf Hard of Hearing	\$4,000
Teacher - Visually Impaired	\$4,000
Teacher - Vocational Adjustment Coordinator (VAC)	\$2,500
Transition Coordinator	\$5,000
Adapted PE Coach	\$2,500

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

OTHER MISCELLANEOUS STIPENDS	
Other Miscellaneous Supplements	Annual Rate
Destination Imagination Sponsor (excluding 1882 partnership schools)	\$300
**Destination Imagination Coach (YWLA/Carver ONLY)	\$2,000
**Destination Imagination Lead Coach (YWLA/Carver ONLY)	\$3,000
*Department Chair - Freshman	\$4,500
*Department Chair - High School	\$4,500
*Department Chair - Junior High	\$3,500
College, Career, and Military Readiness (CCMR) Coordinator	\$5,000
CTE Academy Coordinator	\$9,000
Department Chair + 13	\$1,344
Disciplinary Alternative Education Program (DAEP) Stipend - Elementary	\$5,000
Disciplinary Alternative Education Program (DAEP) Stipend - MAP	\$5,000
ELL/SPED-Counselor	\$5,000
In-District Charter Services	\$7,500
Lead Librarian - Elementary and Secondary	\$2,000
Secondary Math Teacher	\$2,000
Secondary Science Teacher	\$2,000
Student Activities Coordinator (LHS/MHS)	\$2,500
Vocational Agriculture	\$1,500

**IMPORTANT: The 10 additional days worked are covered by the annual rate stipend.*

***No employee can receive the DI Coach and the DI Lead Coach stipends simultaneously.*

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Academic UIL - Stipends per campus - High School and Freshman Campus

<u>Area of Responsibility</u>	<u>Supplemental Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Teaching & Learning	Academic UIL Coordinator	\$1,500	
Teaching & Learning	Assistant UIL Coordinator	\$500	
Teaching & Learning	UIL Coach	\$500	Up to 8

Academic UIL - Stipends per campus - Junior High School (A+ Events)

<u>Area of Responsibility</u>	<u>Supplemental Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Teaching & Learning	Academic A+ Coordinator	\$1,000	
Teaching & Learning	UIL Coach	\$500	

Academic UIL - Stipends per campus - Elementary School (A+ Events)

<u>Area of Responsibility</u>	<u>Supplemental Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Teaching & Learning	A+ Coordinator	\$1,000	
Teaching & Learning	UIL Coach	\$500	

Special Olympics Unified Sports

<u>Area of Responsibility</u>	<u>Supplemental Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Special Services	Special Olympics Unified Sports District Coordinator (USDC)	\$2,700	Paid 1/2 in the Fall & 1/2 in the Spring
Special Services	Special Olympics Unified Sports District Coach (USDC)	\$2,100	Paid 1/2 in the Fall & 1/2 in the Spring
Special Services	Special Olympics Unified Sports District Assistant Coach (USDC)	\$900	Paid 1/2 in the Fall & 1/2 in the Spring

Fine Arts

<u>Area of Responsibility</u>	<u>Supplemental Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Fine Arts	Bowie Fine Arts After School Program	\$4,000	
Fine Arts	Career and Technical Student Organizations (CTSO) Sponsor	\$2,100	
Fine Arts	Fine Arts Camps	\$100 per day	
Fine Arts	Midland Youth Chorus Director	\$1,000	
Fine Arts	Sixth Grade Strings Supervisor	\$4,000	
Fine Arts	VASE-MS	\$1,000	
Fine Arts	VASE-HS	\$1,500	

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Athletics

<u>Area of Responsibility</u>	<u>Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Athletics Department	Athletic Camps	Varies	Based on Student Participation
Athletics Department	Athletics Summer Strength and Conditioning Coach	\$25 Hourly	
Athletics Department	Bus Driver Fee - 2 Hour Round Trip	\$75 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - Driving for Others	\$30 Per Hour	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - In Town Round Trip	\$35 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Bus Driver Fee - Odessa Round Trip	\$50 Per Game	Rates are for Eligible Teachers & Coaches
Athletics Department	Game Workers	Varies	See Attachment
Athletics Department	Teacher/Coach CDL Driver Incentive	\$1000 Annual	Must be Available as Scheduled

Curriculum and Professional Development

<u>Area of Responsibility</u>	<u>Duties Performed</u>	<u>Pay Basis</u>	<u>Limit/Qualifications</u>
Bilingual/ESL	Dual Language Professional Development (PD)	Teacher Daily Rate	
Gifted and Talented	Gifted and Talented (GT) Test Administrator	\$50 Hourly	
Talent Acquisition & Dev.	Training - Participant	\$100 Per Day	Off-Contract
Talent Acquisition & Dev.	Training - Presenter	\$300 Per Day	Off-Contract
Talent Acquisition & Dev.	Mentor Teacher	\$1,000	Paid 1/2 in the Fall & 1/2 in the Spring
Talent Acquisition & Dev.	Principal Mentor for Fellows	\$1,500	Paid 1/2 in the Fall & 1/2 in the Spring
Teaching & Learning	Aspiring Principals	\$2,000	(One-time Payment Per Year)
Teaching & Learning	Department Chair (Grandfathered)	Varies	7% of Base Pay Salary
Teaching & Learning	Teacher Incentive Allotment - Recognized	\$3,000 - \$9,000	
Teaching & Learning	Teacher Incentive Allotment - Exemplary	\$6,000 - \$18,000	
Teaching & Learning	Teacher Incentive Allotment - Master	\$12,000 - \$32,000	
Teaching & Learning	Supervisor Teacher Stipend	\$8,000	Paid 1/2 in the Fall & 1/2 in the Spring
Teaching & Learning	Principal Incentive Allotment-Recognized	\$10,000 - \$32,000	
Teaching & Learning	Principal Incentive Allotment-Exemplary	\$12,500 - \$34,500	
Teaching & Learning	Principal Incentive Allotment-Master	\$15,000 - \$37,000	
Teaching & Learning	School Action	up to \$15,000	

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Educational Aide Certification

Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Human Capital Management	Level II (Criteria)*	1%	One-time Payment in June
	*Teacher Assistant/Library Assistant who hold a valid Educational Aide II Certificate, required for the current position, will be eligible to receive a 1% increase of the minimum of the pay grade.		
Human Capital Management	Level III (Criteria)**	2%	One-time Payment in June
	**Teacher Assistant/Library Assistant who hold a valid Educational Aide III Certificate, required for the current position, will be eligible to receive a 2% increase of the minimum of the pay grade.		

The following district criteria must be met in order to qualify for the Educational Aide Certification Incentive

- The Educational Aide certification must be a requirement on their job description.
- Employee must be in the position at least 90 days and employed until the last day of their work calendar.
- Incentive is held for employees on FML/TDL/Worker's comp, etc until return date.
- Must hold a valid certificate by the last day of school. (Those with expired certificates will become ineligible.)

Enhancement

Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
	Enhancement	Teacher Hourly Rate	
	Pay for Conference (Elementary Unfilled Sub)		
	- Half Day (1 Teacher)	\$30	
	- Whole Day (1-2 Teachers)	\$60	
	- Max Per Day (3+ Teachers)	\$150	
	Conference Period (Junior High Unfilled Sub)		
	- Rate: <i>A Teacher may serve for only "ONE" period per day</i>	\$30	
	Conference Period (High School Unfilled Sub)		
	- Rate: <i>A Teacher may serve for only "ONE" period per day</i>	\$30	

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY			
Summer Programs			
Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Auxiliary	Temporary Summer Help	District Hourly Minimum	
Bilingual/ESL	BIL/ESL Summer ESL Training	Teacher Daily Rate	
Bilingual/ESL	Summer PK-K Bilingual Teacher	\$40 Per Hour	8 Hours Per Day
Bilingual/ESL	Summer Associate Teachers (including Bilingual)	Current Daily Rate	
Special Services	Extended School Year Occupational Therapist/Physical Therapist	\$55 Per Hour	
Special Services	Extended School Year Speech Therapy Services	\$55 Per Hour	
Special Services	Extended School Year Visual Impaired Teacher	\$50 Per Hour	
Special Services	Assessment staff (SLPs and Diagnosticians)	\$500 Per Assessment	
Special Services	Summer Dyslexia Teacher	\$40 Per Hour	
Special Services	Summer Licensed Specialist in School Psychology	\$500 Per Assessment	
Special Services	Summer Occupational Therapist/Physical Therapist Assessment	\$250 Per Assessment	
Special Services	Summer Occupational Visually Impaired Assessment	\$250 Per Assessment	
Special Services	Extended School Year (ESY) Diagnostician & SLP's	\$55 Hourly	Hourly Rate for ARDS
Special Services	Extended School Year (ESY) LSSP	\$55 Hourly	Hourly Rate for ARDS
Special Services	Extended School Year (ESY) Teacher	\$50 Hourly	
Teaching & Learning	Extended School Year Paraprofessional	\$25 Per Hour	
Teaching & Learning	Extended School Year Teacher	\$50 Per Hour	
Teaching & Learning	Bilingual Summer Learning Principal	\$9,100	One-time
Teaching & Learning	Summer Learning - Teacher	\$40 Per Hour	
Teaching & Learning	Summer Learning Clerks/TA's (Only for 10 month Clerks/TA's)	Current Hourly Rate	
Teaching & Learning	Summer Learning Counselor	\$50 Hourly	
Teaching & Learning	Summer Learning Nurse	\$50 Hourly	
Teaching & Learning	Summer Learning Principal (9th-12th)	\$6,900	One-time
Teaching & Learning	Summer Learning Principal (K-8th)	\$8,500	One-time
Teaching & Learning	Summer Learning Device Distribution/Collection	\$40 Per Hour or Current Hourly Rate	
Teaching & Learning	Class Coverage	\$25 Per Hour	
Teaching & Learning	Class Coverage TA's-Full Day	\$42 Per Day	
Teaching & Learning	Class Coverage TA's-Half Day	\$21 Per Day	
Teaching & Learning	TA's Before/After School	\$25 Per Hour	

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Stipends and Other Supplemental Pay

EXTRA DUTY, ENHANCEMENT, AND OTHER SUPPLEMENTAL PAY

Texas Commission on Law Enforcement (TCOLE) Supplemental Pay

Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Police Department	Intermediate	\$1,800	
Police Department	Advance	\$2,000	
Police Department	Master	\$2,500	

Other

Area of Responsibility	Supplemental Duties Performed	Pay Basis	Limit/Qualifications
Bilingual/ESL	Certification Training	\$40 Per Hour	
Bilingual/ESL	Bilingual/ESL PreK testing Professional Development (PD)	\$40 Per Hour	
Bilingual/ESL	ESL Certification training	\$40 Per Hour	
Cabinet	Superintendent Advisory Committee	\$30 Per Hour	
Cabinet	Acting/Interim Administrator	Varies	
Cabinet	Interim Executive Director	\$50 Per Day	
Cabinet	Acting Administrator Stipend	Varies	
Cabinet	Transitional Support Supplement	Varies	
Counseling	Dual Credit Counselor Stipend	\$350	Paid in the Fall and Spring
Custodial	Night Shift Custodians receive an additional \$1 per hour	\$1 Additional	
Federal Programs	Title 1 Stipends	Not to Exceed \$5000 Annually	
Federal Programs	ESSER Professional Development	\$100 Per Day	
Federal Programs	*Program Leads	\$1,000 Per Semester	*All Federally Funded
Federal Programs	*Instructional Coach (Activities after the contract day)	\$1,900 Per Semester	*All Federally Funded
Federal Programs	*Teacher Receiving Coaching (Activities after the contract day)	\$1,600 Per Semester	*All Federally Funded
Human Capital Management	Designated District Service Provider (DDSP)	Teacher Hourly Rate	
Human Capital Management	ROTC Teachers (Minimum Instructor Pay - MIP)	Varies	Issued by the Military
Human Capital Management	Perfect Attendance	Varies	See Page 46
Teaching & Learning	Campus Tutors	\$25 Hourly	
Teaching & Learning	Saturday School, Tutorials	\$30 Hourly	
Teaching & Learning	Permian Basin Workforce Development Board - Retention Bonus	\$600-\$2000	
Transportation	Bus Driver Safety Incentive (No vehicular accidents)	\$1,000 Annual	
	Capturing Kids Hearts	\$100 Per Day	One-time Payment
	Carl Ripken FDN	\$500	One-time Payment
	Student Workers	\$10 Hourly	

Midland ISD Athletics - Game Worker Pay Scales

(updated 4/23/2024)

Football	Income	Work Schedule
Varsity Media Director	\$200.00	Varsity Game
Varsity Game Administrator- Athletics	\$200.00	Varsity Game
Varsity Field Manager 1	\$200.00	Varsity Game
Varsity Announcer	\$200.00	Varsity Game
Varsity Media Tech	\$150.00	Varsity Game
Varsity Field Manager 3	\$100.00	Varsity Game
Varsity Field Manager 2	\$100.00	Varsity Game
Varsity Chain Crew Leader	\$100.00	Varsity Game
Varsity Video Tech	\$85.00	Varsity Game
Varsity Scoreboard	\$85.00	Varsity Game
Varsity Replay Tech	\$85.00	Varsity Game
Varsity Parking Gate	\$85.00	Varsity Game
Varsity Media	\$85.00	Varsity Game
Varsity Game Spotter	\$85.00	Varsity Game
Varsity Field Usher	\$85.00	Varsity Game
Varsity Clock	\$85.00	Varsity Game
Varsity Bridge Attendant	\$85.00	Varsity Game
JV Field Manager (Astound)	\$80.00	Night
Varsity Usher	\$65.00	Varsity Game
Varsity Ticket Scanner	\$65.00	Varsity Game
Varsity Ticket Assistant	\$65.00	Varsity Game
Varsity Press Box	\$65.00	Varsity Game
Varsity Pass Gate	\$65.00	Varsity Game
Varsity Novelty Room	\$65.00	Varsity Game
Varsity Elevator	\$65.00	Varsity Game
Varsity Chain Crew	\$65.00	Varsity Game
Varsity Camera Operator	\$65.00	Varsity Game
JV Back Gate Attendant	\$45.00	Night
Freshman/JV Scoreboard	\$27.50	Per Game
Junior High Ticket Seller or Taker (Saturdays)	\$25.00	Per Game (1 hr before game until 3rd quarter)
Freshman/JV Ticket Seller or Taker	\$25.00	Per Game
Freshman/JV Announcer	\$25.00	Per Game
Freshman Field set up/take down (Memorial)	\$20.00	Night

Volleyball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Libero tracker	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 2/3 of last game)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game
Junior High/Freshman/JV Libero tracker	\$20.00	Per Game

Basketball	Income	Work Schedule
Varsity Clock Operator or Bookkeeper	\$25.00	Per Game
Varsity Announcer (throughout the game)	\$20.00	Varsity Game
Junior High/Freshman/JV/Varsity Ticket Seller or Taker	\$25.00	Per Game (1 hr before game until 3rd quarter)
Junior High/Freshman/JV Clock Operator or Bookkeeper	\$20.00	Per Game

Soccer	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until 1/2 of 2nd half.)
Clock Operator	\$50.00	Per Game
Ticket Seller or Taker (Saturdays)	\$55.00	Per Game
Back Gate Attendant	\$45.00	Night

Softball	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until end of 4th inning)
Score/Clock Operator	\$35.00	Per Game
Varsity Announcer (throughout the game)	\$35.00	Per Game

Baseball	Income	Work Schedule
JV/Varsity Ticket Seller or Taker	\$40.00	Per Game (1 hr before game until end of 4th inning)
Score/Clock Operator	\$35.00	Per Game
Varsity Announcer (throughout the game)	\$35.00	Per Game
Back Gate Attendant	\$45.00	Night

Track	Income	Work Schedule
Ticket Seller	\$20.00	Per Hour
Gate Keeper	\$20.00	Per Hour
Press Box Attendant	\$20.00	Per Hour
Junior High Track Worker	\$65.00	Per Meet
Varsity Meet Referee	\$225.00	Per Day
Varsity Finish Clerk	\$225.00	Per Day
Varsity Starter/Back-up Starter	\$225.00	Per Day
All Day High School Meet Worker	\$225.00	Per Day
Partial Day High School Meet Worker	\$130.00	Per Day
Junior High Starter	\$125.00	Per Day
Junior Clerk	\$125.00	Per Day

* MISD coaches/employees may or may not be paid for working track meets; most are volunteer positions.

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Travel Allowance

DAILY	STAFF	2024-2025	10 MONTHS
2 Locations	Itinerant	\$85.00	\$850.00
3 Locations	Itinerant	\$105.00	\$1,050.00
4 Locations	Itinerant	\$120.00	\$1,200.00
5 Locations	Itinerant	\$165.00	\$1,650.00
6 Locations	Itinerant	\$220.00	\$2,200.00
FLAT	11 Month Special Services	\$300.00	
FLAT	Other Professional Staff	\$245.00	
FLAT	Athletic Trainer	\$385.00	
FLAT	Head Football Coach	\$660.00	
FLAT	Athletic Director	\$400.00	

*All Travel is paid over 10 months (September-June)
*All Travel requests must be initiated by the immediate supervisor.



Opportunity Culture

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Opportunity Culture

<u>Role</u>	<u>Work Days</u>	<u>Teacher Pay + Stipend</u>
Multi-Classroom Leader I 2-3 Teachers (PR)	187 + 5 Days	\$15,000
Multi-Classroom Leader II 4-5 Teachers (PR)	187 + 5 Days	\$17,000
Team Reach Teacher I 50% Reach	187 + 5 Days	\$8,000
Team Reach Teacher II 100% Reach	187 + 5 Days	\$10,000
Master Team Reach Teacher >50% Reach + Duties	187 + 5 Days	\$12,000

IMPORTANT: The 5 additional days are covered by the annual rate stipend.

<u>Role</u>	<u>Work Days</u>	<u>Salary</u>
Reach Associate (Assists MCL's & TRT's)	187	Instructional PG 4
Teacher Resident (Assists MCL's & TRT's)	187	Instructional PG 4



Tiered Retention Incentive

MISD Years of Service Completed	Retention Stipend
1-5	\$1,000
6-15	\$1,200
16+	\$1,500

Eligibility:

- Employees active and working during the previous school year. Stipend is contingent upon the MISD employee returning.
- Employees must return and be working through Dec 5th, 2024.

The full retention incentive will be disbursed in December 2024.



Midland Independent School District

Attendance Incentive

	Each Six Weeks	Annual Total
Teachers	\$500	\$3,000
Bus Drivers	\$300	\$1,800
Campus Based Non-Exempt Employees, Assistant Principals, Counselors, Nurses, Librarians, Media Specialists, Auxiliary, Associate Teachers	\$250	\$1,500
Campus Based Part-Time Employees	Prorated based on employment percentage	Prorated based on employment percentage

The Perfect Attendance Incentive will take effect the first six weeks of the 2024 Fall semester and will run through the end of the 2025 Spring Semester.

Eligibility:

Applicable for all part time and full time employees. Part time employees must work at least 20 hours per week to qualify.

School year will be defined as the academic calendar.

New hires would not be eligible if hired during a six-weeks cycle. They would be eligible starting in the following six-weeks cycle.

Must not have any **unexcused** absence. Absences that are excused include:

- Assault Leave
- Professional Development (Campus and District)
- Jury Duty
- Co/Extra Curricular
- School Business
- Court Subpoena

All other absence reasons are considered unexcused and will disqualify an employee from receiving the stipend that six weeks in which the absence took place.



Midland Independent School District

2024-2025 COMPENSATION MANUAL

Board Approved 5/14/2024

Amended 6/25/2024

Midland Independent School District
Human Capital Management
615 W. Missouri Ave
Midland, TX 79701
432-240-1000
www.midlandisd.net

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Administrative/Professional Pay Plan

Pay Grade 9	Job Title	Days	Minimum	Midpoint	Maximum	
	Executive Director, Bilingual/ESL Ed.	226	Daily	\$471.14	\$560.88	\$650.62
	Executive Director, CTE	226	226	\$106,477.64	\$126,758.88	\$147,040.12
	Executive Director, Financial Services	226				
	Executive Director, Fine Arts	226				
	Executive Director, Special Services	226				
	Executive Director, Student Services	226				
	Executive Director, Talent Acquisition & Dev.	226				
	Executive Director, Teaching & Learning	226				

Pay Grade 10	Job Title	Days	Minimum	Midpoint	Maximum	
	Principal, Senior High School	226	Daily	\$499.41	\$594.53	\$689.65
			226	\$112,866.66	\$134,363.78	\$155,860.90

Pay Grade 11	Job Title	Days	Minimum	Midpoint	Maximum	
	Chief Communication Officer	226	Daily	\$564.94	\$664.64	\$764.34
	Executive Director, Athletics	226	226	\$127,676.44	\$150,208.64	\$172,740.84
	Executive Director, School Leadership	226				
	Executive Principal	226				

Pay Grade 12	Job Title	Days	Minimum	Midpoint	Maximum	
	Associate Superintendent, T&L	226				
	Associate Superintendent, School Improv.	226	Daily	\$671.72	\$790.26	\$908.80
	Chief Academic Officer	226	226	\$151,808.72	\$178,598.76	\$205,388.80
	Chief Facilities and Operations Officer	226				
	Chief Financial Officer	226				
	Chief of Human Capital Management					

Pay Grade 13	Job Title	Days	Minimum	Midpoint	Maximum	
	Deputy Superintendent	226				
	General Counsel	226	Daily	\$725.46	\$853.48	\$981.50
			226	\$163,953.96	\$192,886.48	\$221,819.00

MIDLAND INDEPENDENT SCHOOL DISTRICT
2024-2025 Substitute Pay Plan

*Full Day Substitute Teacher	Non-Cert Daily	Texas Cert Daily
Regular	\$150	\$228

**Teacher Substitutes will be compensated an additional \$20.00 for service on Mondays and \$30.00 for service on Fridays if serving in a teaching capacity only.*

Full Day Nurse Substitute	Daily
Regular	\$180

Full Day Clerical/Technical/Teacher Assistant Substitute	Daily
Regular	\$115
Retired: Full Day Clerical/Technical/Teacher Assistant	\$125

**Long-Term Teacher Substitute Pay:	Daily
Long Term: Non-Degreed is \$200.00 per day starting on day 11.	\$200
Long Term: Degreed is \$250.00 per day starting on day 11.	\$258 \$250
Long Term: (Degreed & Certified) is \$327.27 per day starting on day 11.	\$327.27
Long Term: Retired (Degreed & Certified): is \$347.56 per day starting on day 11.	\$347.56

In accordance with TRS guidelines, retired Teachers cannot sub more than 20 days in a vacancy.

Long-Term Teacher Substitute pay begins on day 11 of the same professional Long-Term Teacher Substitute assignment and remains in effect as long as the Substitute has continuous employment in that assignment, with no break.

- Should a break in service occur, the pay reverts back to the standard substitute pay until the substitute works another 10 consecutive days in the same assignment as the Long-Term Substitute Teacher.
- Long-Term Teacher assignments require advance approval by Human Resources.

G. Approval of RFP # 24-59 1320 N. Fairgrounds Road, Midland, TX for Modular Home Units 411-418, 511-518, 611, 613, 615, and 617

228



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 24-59 1320 N Fairgrounds Rd, Midland, TX Modular Units 411-418, 511-518, 611, 613, 615 and 617

Consent Item

Financial Impact

Midland ISD will be accepting a cash offer of \$500,000.00 for 1320 N Fairgrounds Rd, Midland TX Modular Units 411-418, 511-518, 611, 613, 615 and 617 and is requesting approval from the board to negotiate the sale.

Board Goals/ Strategic Plan Goals

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

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 August 16, 2024, MISD issued RFP # 24-59 1320 N Fairgrounds Rd, Midland, TX Modular Units. It was advertised on August 16, 2024, and August 23, 2024. Six hundred fifty-three (653) invitations were issued. One (1) investor submitted a proposal. The proposals were opened at 2:00 P.M. CST on September 13, 2024.

Administration is recommending the sale of this Midland ISD property to John Madrid Factory Direct Homes

Motion

Approve as presented

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation, Proposal

Bid Tabulation

Event Number	RFP # 24-59
Event Title	1320 N Fairgrounds Rd, Midland, TX Modular Units 411-418, 511-518, 611, 613, 615 and 617
Event Description	
Event Type	RFP
Issue Date	8/16/2024 09:00:01 AM (CT)
Close Date	9/13/2024 02:00:00 PM (CT)

Organization
Workgroup
Event Owner
Email
Phone
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
John Madrid Factory Direct Homes (Madrid Rental Properties)	Odessa	TX	9/1/2024 07:05:36 AM (CT)	1	\$500,000.00

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



RFP # 24-59
John Madrid Factory Direct Homes
Madrid Rental Properties
Supplier Response

Event Information

Number: RFP # 24-59
Title: 1320 N Fairgrounds Rd, Midland, TX Modular Units 411-418, 511-518, 611, 613, 615 and 617
Type: Request for Proposal
Issue Date: 8/16/2024
Deadline: 9/13/2024 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

John Madrid Factory Direct Homes Information

Contact: John Madrid
Address: 7528 Gravensteen Avenue
Odessa, TX 79764
Phone: (432) 770-6980
Email: john.madrid@madtrucking.com

By submitting your response, you certify that you are authorized to represent and bind your company.

John Madrid
Signature

john.madrid@madtrucking.com
Email

Submitted at 9/1/2024 07:05:36 AM (CT)

Supplier Note

Good morning I just wanted to verify that I need to wait until the timer and it's not a silent auction please advise.

Bid Attributes

1	The land will not convey with the sale of these units; land in which these units are located is being Ground Leased by MISD. Units must be moved at the time of the sale. Units will be sold as a package.No individual units will be sold.
	<input checked="" type="checkbox"/> Acknowledge

Bid Lines

1	1320 N Fairgrounds Rd, Midland, TX Modular Units 411-418, 511-518, 611, 613, 615 and 617
	The land will not convey with the sale of these units. The land in which these units are located is being Ground Leased by MISD. Units must be moved 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
	Quantity: <u> 1 </u> UOM: <u> EA </u> Unit Price: \$500,000.00 Total: \$500,000.00
	Item Notes: (Starting bid is \$500,000*) *Minimum bid amount is for all 20 units. Units will be sold as a package; no individual units will be sold

Response Total: \$500,000.00



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of RFP # 24-49 Midland ISD Ranchland Hills Golf Club Asbestos Abatement

Consent Item

Financial Impact

Fee to be negotiated based on the scope of work necessary to achieve desired outcome at site of New Midland High School Project associated with the 2023 Bond Program. Funds for site work preparation services are included within the overall 2023 Bond Program budget.

Board Goal/Strategic Plan Goals

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

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 to the district.

Recommendation

Approve awarding Vanco Insulation Inc. as the vendor providing the best value to the district for Asbestos Abatement Services at the site of New Midland High School located at 1600 E Wadley Avenue.

Motion

Approve as presented.

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

Bid Tabulation

PROPOSAL TABULATION

PROJECT: MISD - Rachland Hills Golf Club
 Asbestos Abatement Project
 Project No. 2436

BID RFP # 24-49

Date/Time: October 8, 2024 @ 2:30 pm

Location: Midland ISD
 801 S. Moran
 Miland, Texas 79701

Proposer	Vanco Inulation Midland, TX	Advanced Environmental Odessa, TX	1 Priority Envormental Lubbock, TX	RL Abatement Weslaco, TX		
Addenda 1	yes	yes	yes	yes		
Bid Security	Yes	yes	Yes	yes		
Base Proposal - Asbestos	\$98,000	\$149,000	\$105,511	\$215,000		
Number of days to complete	30	30	25	36		



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Roberto Cedillo, Deputy Superintendent

Subject: Approval of Facility Use Agreement with Midland College

Consent Item

Financial Impact

Usage fee of \$15,000 for the 2024-2025 school year, to be reviewed annually – Local Funds

Board Goal/Strategic Plan Goals

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

Executive Summary

This document outlines the formal agreement between MISD and Midland College for the use of Chaparral Center.

MISD has previously had limited use of the Chaparral Center for athletic events. However, starting this year, we will host more games and events there, such as volleyball matches and academic award ceremonies. The Chaparral Center provides a safer environment for athletes, coaches, officials, and spectators, while also offering increased seating capacity for students, staff, and the community addressing the space constraints of the gymnasium.

The usage fee for the Chaparral Center is \$15,000, which has already been budgeted for in the 2024-2025 budget, there will be no additional costs.

Contact Person

Wesley Torres, Executive Director of Athletics

Shannon Torres, Executive Director of School Leadership

Enclosure

Proposed Facility Use Agreement - Midland College District Facilities

**FACILITY USE AGREEMENT
MIDLAND COLLEGE DISTRICT FACILITIES**

This Facility Use Agreement (Agreement) for the facility/facilities described below is by and between Midland College District (College District) and Midland Independent School District (Licensee).

TERMS AND CONDITIONS

ARTICLE I: Permission to Use Facility

1.1 Permission to Use the Facility. For and in consideration of the rents, covenants, and promises herein, the College District agrees to permit the Licensee to use the facility/facilities listed below (Facility) subject to the exceptions listed below. For avoidance of doubt, Licensee has no permission or right to use any property listed under Exceptions below, and the term “Facility” as used herein does not include such exceptions.:

Facility: Chap Center

Exceptions: staff offices

1.2 Nature of the Permission Granted. This Agreement is for the use of the Facility only, is not a lease and does not create a leasehold interest, tenancy, or any other type of property interest in favor of the Licensee. This Agreement is a non-exclusive agreement in that the College District reserves the right to enter similar agreements with other persons to rent the Facility before, during, and after the Licensee’s use. The granting of the use of the Facility by the College District shall not be deemed to have created a public forum.

1.3 Priorities of Use; Control of the Facility.

1.3.1 The College District’s use of the Facility takes priority in accordance with College District Board Policy. Notwithstanding the foregoing, the College District will use its best efforts to make the Facility available during the Usage Dates and Usage Time, as hereinafter defined. In the event that rescheduling is required due to College District priorities, both parties agree to negotiate in good faith to address and resolve any financial or logistical issues that arise as a result of the rescheduling, including but not limited to additional staffing, transportation, or security costs. The goal of these negotiations shall be to minimize any inconvenience or additional expenses to both parties.

1.3.2 In permitting the use of the Facility by Licensee, the College District does not relinquish the right to control the management of the Facility and may enforce all necessary and proper rules for the management and operation of the Facility. The College District shall provide a copy of all applicable rules and regulations governing the use of the Facility

to the Licensee at least 30 days prior to the first scheduled use. The foregoing notwithstanding, the College District does not have any obligation to Licensee regarding management of the Facility or enforcement of rules and policies. A College District administrator or designee (Manager) shall retain possession of the keys to the Facility. The Manager or other College District employee will lock and unlock all entrances and exits of the Facility during the Usage Time. Licensee shall communicate with the Manager to ensure that all entrances and exits are appropriately locked or unlocked. College District employees are not responsible for performing any personal services in conjunction with any activity or event of the Licensee.

1.3.3 If Licensee intends to use any College District equipment (stage, nets, goals, etc.), it shall request permission to do so from the College District and shall follow all College District instructions regarding set up and breakdown College District equipment.

1.3.4 The Licensee will provide sufficient staffing to successfully execute any program/event/meeting in any College District Facility.

1.4 College District's Right to Enter Facility. Designated College District personnel, police officers, firefighters, and other College District agents and employees shall have the right of access to the Facility to the extent deemed necessary by the College District at any time (a) for the performance of its obligations under this Agreement and for any and all purposes related thereto; (b) to investigate any suspected violations of the terms and conditions of this Agreement, Board policy, administrative regulations, or applicable law; or (c) otherwise in connection with the ownership of the College District property. The Licensee shall not interfere with the College District's right of access to the Facility.

1.5 Security. Licensee will hire/provide a uniformed or non-uniformed security officer, security service, police officer, or patrolman consistent with best practices. The College District shall not be liable to the Licensee or to any third party for the acts or omissions of any person.

ARTICLE II: Use of the Facility by Licensee

2.1 Permitted Use. The Licensee is permitted to use the Facility during the following dates and times (Usage Time): See Exhibit 1 – Schedule of Events and subsequent Addendums if applicable.

The Licensee may use the Facility during the Usage Time for the following purpose only: Official MISD events and activities designated by a member of MISD Cabinet and as approved by the Midland College Provost.

The College District reserves the right to inspect the Facility to ensure compliance with this paragraph.

2.2 Prohibited Uses. The Licensee shall not use, occupy, or permit any guest, invitee, or other person or entity to:

2.2.1 Use of the Facility or the College District's property for any unlawful or hazardous purpose or any act constituting a public or private nuisance; or to do or engage in any act or thing that may disturb the quiet enjoyment of any other person at or near the vicinity of the College District's property or the Facility;

2.2.2 Keep any substance or carry on any operation that might emit significantly offensive odors into other portions of the Facility, or the College District's property, or do anything that likely would increase the insurance rate of the Facility or its contents;

2.2.3 Commit any violation of applicable laws, ordinances, orders, rules, and/or regulations regarding the use of the Facility;

2.2.4 Bring onto the College District's property or into the Facility any fireworks, weapons, firearms, illegal knives, explosives, ammunition, any illegal drugs, or any controlled substance, except as such controlled substance is prescribed by a physician. This prohibition does not apply to law enforcement officers who are duly authorized to carry firearms or other weapons in the course of their official duties. Such officers are permitted to carry weapons on the College District's property and in the Facility in accordance with applicable law;

2.2.5 Bring into the Facility or onto the College District's property any other item that is designated to cause or its likely to cause harm or injury to a person.

2.2.6 Bring into the Facility or onto the College District's property any pets or animals, except for a service animal as defined by law, or unless Licensee has obtained the express written consent of the College District;

2.2.7 Place any additional locks on doors at the Facility;

2.2.8 Use the Facility for any illegal, indecent, or obscene purpose; and/or

2.2.9 Do anything that is prohibited by, or fail to do anything that is required by, Applicable Law (as hereinafter defined).

2.3 Distribution of Materials. All distribution of non-College District materials as part of the Licensee's usage of the Facility shall comply with College District Board policies. No materials distributed during such usage may be of a nature that is disruptive to College District operations of otherwise violate Board policy or other Applicable Laws. The Manager shall have the right to demand that Licensee immediately cease such distribution of materials that do not comply with this Section 2.3.

2.4 Compliance with all Applicable Law. Licensee shall obey, and shall cause Licensee's employees, contractors, agents, representatives, guests, and invitees to obey all laws, ordinances, regulations and interpreting authorities of the United States, the State of Texas, and the local authorities; all College District Board policies; all rules and regulations of the College District for the government and management of the Facility; and rules and requirements of the local police and fire departments.

The College District reserves the right to establish rules and regulations for use of its property, including the Facility, and revise such rules from time to time. The College District will, upon request, provide a copy of any rules and regulations to which Licensee must comply. Collectively, applicable federal and state laws, local ordinances, governmental regulations, College District Board Policy, and College District administrative regulations, and Facility rules and regulations shall be referred to herein as "Applicable Law" or "Applicable Laws." If the College District notifies Licensee of a violation, Licensee shall immediately desist from and correct such violations.

2.5 Seating and/or Room Capacity. In no event shall attendance to a meeting, dinner, concert, exhibition, or other event held by Licensee be in excess of the designated area capacity as determined by applicable fire and building codes and College District regulations.

2.6 Aisles and Access Areas. Licensee will permit no chairs, movable seats, or other obstructions to be or remain in the entrances, exits, or passageways of the Facility, and will keep all such areas clear at all times. No portion of any sidewalks, entries, passage, vestibules, halls, or ways of access to public utilities of the Facility shall be obstructed by Licensee or used for any purpose other than for ingress and egress to and from the Facility. The doors, stairways, or openings that reflect or admit light into any place in the Facility, including hallways, corridors and passageways shall not be obstructed by Licensee without prior written approval of the Manager.

2.7 Licensee Personnel and Contractors

2.7.1 Licensee shall employ sufficient personnel, contractors, and/or volunteers for its intended and approved use of the Facility. No later than 30 days before the Usage Time, Licensee shall provide the Manager with a written list of all external personnel and services the Licensee plans to use or employ at the Facility. Licensee agrees that, if applicable, each person employed by or contracted by the Licensee to provide services at the Facility will hold all required licenses and certificates; will at all times maintain a neat, clean appearance; and will conduct himself/herself in a polite and professional manner. Immediately, upon notice by the Manager, Licensee agrees to remove any employee, contractor, or volunteer who fails to abide by or conform with the requirements set forth herein.

2.7.2 Additionally, the College District reserves the right through its Manager or other representatives to eject from the Facility or the College District property any person or persons who act in violation of the terms of this Agreement or Applicable Law. Upon the exercise of the authority described in this Section 2.7.2, the Licensee waives its right and claim for relief and/or damages against the College District or any or its trustees, officers, employees, or agents.

2.7.3 The Licensee shall be solely responsible for paying all salaries and payments (Salaries) to Licensee's employees. Likewise, Licensee shall be solely responsible for all payments owed (Contract Payments) to its contractors and any third parties providing services to or on behalf of the Licensee (collectively Contractors). The College District shall have no liability for such Salaries or Contract Payments. THE LICENSEE AGREES TO PAY ALL SALARIES, TAXES, AND CONTRACTOR PAYMENTS OWED AND, TO THE FULLEST EXTENT ALLOWED BY LAW, AGREES TO INDEMNIFY, DEFEND, AND HOLD THE COLLEGE DISTRICT INDEMNITEES HARMLESS AGAINST ANY CLAIMS ASSERTED AGAINST OR COST ASSESSED OR INCURRED BY THE COLLEGE DISTRICT FOR THE SALARIES, TAXES, CONTRACT PAYMENTS, OR ANY OTHER COSTS OF OR RELATED TO THE LICENSEE'S PERSONNEL AND CONTRACTORS.

2.8 Minors. When persons under 18 years of age are to be present during the intended use of the Facility, Licensee shall ensure the sufficient adult supervision is present at all times in the Facility to supervise and protect the minors.

2.9 Licensee's Property and Equipment.

2.9.1 All equipment, materials, and/or supplies needed for setups (Licensee Equipment); platforms, staging, or other temporary structures (Staging), including but not limited to, displays, signage, and exhibits (Decorations and Exhibits) to be erected by Licensee or Licensee's Contractors must be approved in writing in advance by the College District, and shall be provided by the Licensee at its sole cost. The Licensee shall be solely responsible for setting up and taking down Licensee Equipment, Staging, and Decorations and Exhibits used within the Facility for its event. Only free-standing Decorations and Exhibits are permitted in the Facility. Decorations and Exhibits and Licensee's Equipment may not be hung from the ceiling or attached to walls. Lessee is prohibited from using nails, tacks, tape, or other affixing devices. Confetti, glitter, hay, sawdust, rose petals, fireworks, and sparklers are not allowed at the Facility.

2.9.2 By the end of the Usage Time, the Licensee shall remove any Licensee Equipment, Staging, Decorations, Exhibits, and any other goods, items, and materials of every nature and character and regardless of ownership that Licensee brought onto the Facility (collectively referred to as "Licensee Property".) All responsibility and liability for removal shall be paid by Licensee. In the event that the Licensee fails to vacate the Facility and remove Licensee Property by the end of the Usage Time, Licensee expressly

authorizes the College District to remove the Licensee Property and to store the Licensee Property at the sole expense of Licensee. The College District shall have no liability for damage to or loss of any Licensee Property, or for the storage of Licensee Property either before or after the Usage Time, and the License expressly releases the College District from any and all claims for damages of whatever kind or nature to the Licensee Property.

2.10 Alterations of the Facility. Licensee shall make no alterations to the Facility.

2.11 Damages to the Facility or Facility.

2.11.1 Licensee shall be liable for any damages caused to the Facility or the College District's property by virtue of Licensee's use of the Facility, including damages caused by the acts or omissions of the Licensee or its employees, contractors, agents, representatives, guests, or invitees; and Licensee shall be liable for and shall pay the College for all costs of repairing any such damage that may occur to the Facility to the same condition as existed prior to Licensee's use the Facility. The Manager shall determine whether any damage has occurred to the Facility or the College District's property by virtue of Licensee's use of the Facility; the extent of the damage; and the cost of repair and restoration of such damages. However, the Licensee shall not be held liable for any damages to the Facility or College District property that are caused by third parties who are not affiliated with, invited by, or otherwise participating in the Licensee's event.

2.11.2 In the event that Licensee fails to pay upon demand any costs for repairing damages and restoration the Facility or the College District's property, the College District shall have the right to retain any and all of the Deposit to pay for such damages and pursue any other rights and remedies available in equity or at law.

2.11.3 The rights and obligations of this Section 2.11 survive termination or expiration of this Agreement.

2.12 Should Licensee release all or any portion of the Facility prior to the commencement of the Usage Time, Licensee will forfeit the Deposit (as hereinafter defined) and any payment made on the Facility. Licensee understands and agrees that the College District is under no duty of obligation to refund the Deposit or re-rent the Facility for the account of Licensee.

ARTICLE III: Payments by Licensee

3.0 Usage Fee and Payment. In addition to the other covenant, promises, and conditions agreed to or to be performed by the Licensee as set forth in this Agreement, the Licensee shall pay the College District as follows:

3.1.1 Upon execution of this Agreement, a deposit in the amount of \$ N/A (Deposit), which shall be refundable only in accordance with this Agreement

3.1.2 Seventy-two (72) hours in advance of the Usage Time, without demand or offset, the sums for use of the Facility, as more particularly described in Addendum I or as specified here (Usage Fee):
\$15,000

3.1.3 Any and all sums due to the College District for additional services, accommodations, equipment, or materials as may be requested by Licensee (referred to as “Additional Services”) as set forth in Addendum II (Additional Services Fee), if any.

3.2 **Deposit.** If at the end of the Usage Time, Licensee (a) has fully paid Usage Fees, late charges, and costs for Additional Services; (b) has satisfactorily returned the Facility to its pre-usage condition; (c) has paid for any and all damages and restoration of the Facility and the College District’s property, if required as set forth in this Agreement; and (d) has met all other obligations and requirements of Licensee under the Agreement, the College District shall refund to Licensee any remaining portions of the Deposit not used to satisfy Licensee’s obligations hereunder or as otherwise permitted under this Agreement within 30 days after the College District has determined that the items (a) through (d) of this Section 3.2 have been satisfied.

3.3 **Late Charges.** The Licensee agrees to pay to the College District as late charges an amount equal to \$25 per day of any Usage Fee payment(s) or any portion thereof that is not received by the College District on the dates required under this Agreement. If any portion of any Usage Fee payment or late charge is not paid as required or by the dates due, the amount of Usage Fee due shall be calculated by the College District first crediting the amount paid by the Licensee against any late charges due with the remainder of the amounts so paid being credited toward any Usage Fee(s) then due and owing. If after making such credits, additional amounts are due by Licensee for either Usage Fees or late charges not paid, late charges shall continue to accrue until such time as the Licensee pays all outstanding Usage Fees and late charges.

3.4 **Other Costs.** The College District reserves the right to charge and the Licensee agrees to pay any additional charges that may accrue due to the Licensee’s usage of the Facility, including without limitation, costs for services performed by College District employees; College District personnel that the College District, in its sole discretion, determines should be on-site during the Licensee’s failure to perform its obligations under this Agreement including, but not limited to, the failure to leave the Facility; and the Licensee’s failure to perform its obligations under this Agreement including, but not limited to, the failure leave the Facility in a clean condition after usage; damage to the College District’s property, equipment, or grounds; and the costs associated with checks returned for insufficient funds.

3.5 **Survival.** The right to payment and collection and the obligations to pay any amounts due but not paid under this Article III shall survive expiration or earlier termination of the Agreement.

Article IV: Additional Services

4.1 **Definition.** Additional services are those services to be provided by the College District other than those set forth in Article I or expressly stated elsewhere in this Agreement including, without limitation, services, accommodations, or materials, miscellaneous pricing items, special set-ups, special labor requests, and special utility services outside normal business hours (Additional Services).

4.2 **Performance of Additional Services.** Any Additional Services not requested prior to the Usage Time and not included in the Agreement, including any Addendum, may be provided by the College District if possible and for the cost quoted and invoiced to Licensee by the College District for such Additional Services. Technology Support Packages will be required with the use of any College District technology or audiovisual items(s) (projector, screen, computer, DVD/CD player, microphone) and will be considered an Additional Service. Trade shows or events with multiple vendors shall be treated as an Additional Service and will be assessed additional charges for set-up, breakdown, lobby usage, or percentage of revenue generated.

4.3 Licensee shall pay on demand and without offset for all Additional Services.

ARTICLE V: Insurance

5.1 **Insurance Coverage.** At all times during the Term of this Agreement, the Licensee shall obtain and keep in force, at its sole cost and expense, (i) a comprehensive general liability insurance policy with a single incident limit of at least \$1,000,000.00, including coverage for bodily injury or death, property damage, and personal injury liability and for the performance by Licensee of the indemnity provisions of this Agreement; and (ii) an all-risk property insurance policy covering the Facility and the College District's property in accordance with the terms of this Agreement for the full replacement cost of all College District property.

5.2 **No Limitation.** The limits of the Licensee's liability insurance shall not limit the liability of the Licensee under this Agreement.

5.3 **Delivery of Certificate and Endorsement.** Prior to the Licensee's use of the Facility and before the insurance policies required to be maintained under this Agreement shall expire, the Licensee shall deliver to the College District a certificate and any endorsements evidencing the issuance of such insurance policies in accordance with the requirements of this Agreement. The Licensee's comprehensive general liability policy and certificate evidencing such insurance shall include the College District as additional insured and require that the College District be notified of the cancellation or expiration of the policy in advance. Further, both policies required of the

Licensee under this Article V shall (i) contain provisions by which the insurer agrees that neither policy shall be canceled or substantially changed except after thirty (30) days written notice to the College District and qualified to do business in the State of Texas. Any liability insurance carried or to be carried by the Licensee under this Agreement shall be primary and non-contributory over any insurance policy or self-insurance coverage maintained or carried by any of the additional insured. The Licensee's failure to obtain or maintain the required insurance shall constitute a breach of this Agreement and shall result in the Licensee being required to immediately cease its use of the Facility.

5.4 Waiver of Subrogation. Any and all insurance policies required of the Licensee under this Agreement shall contain a waiver of the subrogation of any right against the College District of any insurance policy owned or held by the College District.

ARTICLE VI: Liability, Release, and Indemnification

6.1 Assumption of Liability. Licensee expressly assumes full responsibility for the character, acts, omissions, and conduct of all persons who perform services at the Facility on behalf of Licensee and for all persons who attend the event held by Licensee at the Facility.

6.2 DISCLAIMER OF LIABILITY. NEITHER THE COLLEGE DISTRICT NOR ANY OF THE COLLEGE DISTRICT INDEMNITEES SHALL BE LIABLE OR RESPONSIBLE FOR ANY CLAIMS, LOSSES, DEMANDS, SUITS, COSTS, AND EXPENSES, AND OTHER FORMS OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ATTORNEYS' FEES AND LITIGATION EXPENSES (EACH A "CLAIM") OR ANY INJURY TO ANY PERSON OR TO ANY PROPERTY (EACH A "LOSS") OF THE LICENSEE, ITS DIRECTORS, EMPLOYEES, CONTRACTORS, AGENTS, MEMBERS, GUESTS, INVITEES, OR ANY THIRD PARTY, IN OR UPON THE COLLEGE DISTRICT PROPERTY, THE FACILITY, RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY THEFT, VANDALISM, OR FAILURE TO PAY WAGES, EXCEPT THAT THE COLLEGE DISTRICT AGREES, TO THE FULLEST EXTENT ALLOWED BY LAW, TO INDEMNIFY AND HOLD HARMLESS THE LICENSEE FOR ANY CLAIMS ARISING OUT OF THE COLLEGE DISTRICT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

6.3 LICENSEE INDEMNIFICATION. TO THE FULLEST EXTENT ALLOWED BY LAW, THE LICENSEE AGREES TO AND SHALL INDEMNIFY, DEFEND AND HOLD THE COLLEGE DISTRICT HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS THAT MAY ARISE OUT OF, RELATED TO, OR BY REASON OF, ANY (A) CONTRAVENTION OR BREACH OF ANY PROVISION OF THE AGREEMENT OR OF ANY REPRESENTATION OR COVENANT MADE OR TO BE PERFORMED BY THE LICENSEE UNDER THIS AGREEMENT; (B) NONCOMPLIANCE BY THE LICENSEE IN CONNECTION WITH ITS USE OF THE FACILITY; (C) NONCOMPLIANCE OR VIOLATION BY THE LICENSEE OR BY ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF ANY APPLICABLE LAWS, RULES, REGULATIONS, OR ORDER OF ANY GOVERNMENTAL AGENCY HAVING APPROPRIATE JURISDICTION OVER THE FACILITY, THE COLLEGE DISTRICT'S PROPERTY OR THE LICENSEE; (D) ACT OR OMISSION OR OF THE

NEGLIGENCE (WHETHER ORDINARY OR GROSS) OF THE LICENSEE OR OF ANY OF ITS EMPLOYEES, OFFICERS, DIRECTORS, CONTRACTORS, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS IN CONNECTION WITH THE USE OF OCCUPANCY OF THE FACILITY; EXCEPT TO THE EXTENT SUCH CLAIM WAS SOLELY CAUSED BY THE FAULT OF ANY COLLEGE DISTRICT INDEMNITEE. NOTWITHSTANDING THE FOREGOING, NOTHING CONTAINED IN THIS SECTION 6.3 OR IN THIS AGREEMENT SHALL OPERATE TO OR BE DEEMED OR CONSTRUED TO ABROGATE OR WAIVE ANY IMMUNITY TO WHICH THE COLLEGE DISTRICT IS ENTITLED.

6.4 NO LIMITATION BY INSURANCE. IN CLAIMS AGAINST ANY PERSON OR ENTITY INDEMNIFIED UNDER THIS ARTICLE 6 BY THE LICENSEE OR ANY DIRECTORS, OFFICERS, CONTRACTORS, EMPLOYEES, MEMBERS, GUESTS, INVITEES, SUBCONTRACTORS, OR AGENTS OF THE LICENSEE, BY ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY THE LICENSEE, OR BY ANYONE FOR WHOSE ACTS THE LICENSEE MAY BE LIABLE, THE INDEMNIFICATION OBLIGATION UNDER ARTICLE 6 SHALL NOT BE LIMITED BY THE AMOUNT OF INSURANCE COVERAGE PAYABLE TO THE LICENSEE.

6.5 Survival. The Licensee's assumption of liability, the College District's disclaimer of liability, the release of the College District, and the Licensee's indemnification requirements as set forth in the Article VI shall survive the expiration or earlier termination of this Agreement.

ARTICLE VII: Default

7.1 Default of Licensee. The following acts or omissions shall constitute a default by Licensee:

- (a) Failure of Licensee to pay the Deposit, Usage Fee, fees for Additional Services, late charge, or any other amount owed by Licensee under this Agreement;
- (b) Failure of Licensee to perform any other condition, term, provision, warranty, covenant, or obligation contained in this Agreement;
- (c) Any violation of applicable law, rule, regulation, or policy or of the College District's policies and procedures;
- (d) Any other breach or event of default; and/or
- (e) Bankruptcy of, insolvency of, reorganization by, moratorium by, fraudulent conveyance by Licensee.

The College District shall provide a written notice of any alleged default to the Licensee, who shall have a cure period of at least 10 business days to rectify the issue before any termination of this Agreement is affected.

7.2 Rights and remedies of College District. In the event of breach or default by the Licensee, the College District is entitled to:

- 7.2.1 Immediate termination of this Agreement;

7.2.2 Retain all Usage Fees, fees for Additional Services, Deposit, and other sums paid by Licensee to the College District for use of the Facility; and

7.2.3 Pursue any and all other remedies available to the College District in equity or at law.

ARTICLE VIII: Change of Facility; Termination

8.1 Paramount Use. In the event of emergency or other necessity, the College District reserves the right, upon reasonable notice under the circumstances, to change the location of the Facility and provide alternative space to the Licensee under this Agreement. If the College District is unable to provide alternative space of equal quality, the College District shall either compensate Licensee for any additional costs incurred or provide a full refund of any fees paid by Licensee for the affected event.

8.2 Cancellation for Convenience. Licensee may cancel this Agreement at any time up to thirty (30) days prior to the commencement of the Usage Time. It is agreed that in the event that Licensee cancels an event included in Exhibit 1 of this Agreement for convenience the (30) days or less prior to, or fails to use the Facility at the time specified, all payments required by this Agreement shall be due and owing, or if paid in advance, will be forfeited.

8.3 Force Majeure. If the (a) Facility or any portion thereof shall be destroyed or damaged by fire or other calamity so as to prevent the use of the Facility for the purposes and during the periods specified in the Agreement; or (b) if the use of the Facility by the Licensee shall be prevented by act of God, strike, lockout, material or labor restrictions by any government authority, civil riot, flood, or any other cause beyond the control of College District, then the parties agree to meet and discuss potential rescheduling or alternative arrangements. In the event that the event cannot be rescheduled, any pre-paid fees shall be fully refunded to the Licensee. The College District shall not be liable or responsible to the Licensee for any damages caused by such termination beyond the refund of pre-paid fees.

ARTICLE IX: Miscellaneous Provisions

9.1 Use of College District Name. Absent prior written authorization, the Licensee may not use or reference the College District's name or logo on the Licensee's promotional materials or in advertising to the general public other than a general reference for a description of the physical location of the event.

9.2 Entire Agreement; Amendments. This Agreement represents the entire agreement and understanding between the parties as to the subject matter herein and supersedes all previous agreements or understanding between the parties, whether verbal or written. This Agreement may not be altered or amended except by written agreement signed by both parties.

9.3 Governing Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas without regard to its choice of law provisions. Exclusive venue for any dispute relating to this Agreement or the subject matter hereof shall be in a court of competent jurisdiction located in Midland County, Texas.

9.4 No Waiver of Immunities. Nothing contained in or contemplated by this Agreement shall be construed to waive any immunities to which the College District may be entitled under any law.

9.5 No Assignment. The Agreement shall not be assignable by the Licensee in whole or in part without the prior written consent of the College District.

9.6 No Waiver. No waiver by the College District of any default or breach by the Licensee of its obligations under this Agreement shall be construed to be a waiver of release of any subsequent default or breach by the Licensee under this Agreement. No failure or delay by the College District in the exercise of any remedy provided for in this Agreement shall be construed a forfeiture or waiver thereof of any other right or remedy available to the College District.

9.7 Severability. Any Provisions of this Agreement that shall prove invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof and such other provision shall remain in full force and effect.

9.8 Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the address set forth below. Such addresses may be changed upon proper notice to such addressee. Unless otherwise agreed in writing by the receiving party, notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile with confirmation of transmission by sender's transmission by sender's facsimile machine; or (iv) personal delivery with written receipt confirming such delivery. Notice will be deemed to have been given on the date of personal delivery or two business days after mailing or faxing. Electronic mail does not constitute official notice under this Agreement.

9.9 Authority. The College District and the Licensee each represent that it has the authority to execute this Agreement and to perform its obligations under this Agreement.

9.10 General Safety and Condition of Facility. The College District represents that the Facility is in compliance with all applicable safety standards and is free from known defects that could affect the general safety of the premises. However, the College District shall not be responsible for meeting any specific requirements or needs of the Licensee related to their intended use of the Facility. The Licensee is responsible for determining the suitability of the Facility for their particular purposes and addressing any specific needs they may have in connection with their use.

9.11 Facility Maintenance. The College District shall ensure that the Facility is in good working order and condition prior to and during the Licensee's use. This includes, but is not limited to, maintaining appropriate heating, ventilation, and air conditioning (HVAC) levels to ensure the comfort of occupants, ensuring that all plumbing facilities (including restrooms) are fully operational, and ensuring that all lighting within the Facility is functional and adequate for the intended use. Should any issues arise with HVAC, plumbing, lighting, or any other essential facility function during the Licensee's use of the Facility, the College District shall promptly address and remedy such issues. If the College District fails to maintain these essential functions, the Licensee shall have the right to request immediate correction or, if necessary, to terminate the event without penalty or further obligation, with a refund of any fees paid for the affected event.

9.12 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be considered an original and binding upon that party executing the same, but both of which shall constitute one and the same agreement.

[Signature Page Follows]

EXHIBIT 1 – SCHEDULE OF EVENTS

The events listed below are those agreed upon by the parties at the execution of this contract.

- A. October 4, 2024 @ 5:00PM – Volleyball
- B. October 22, 2024 @ 6:00PM – Volleyball
- C. January 3, 2025 @ 6:00PM – Basketball
- D. January 7, 2025 @ 6:00PM – Basketball
- E. January 10, 2025 @ 6:00PM & 7:30PM – Basketball
- F. January 14, 2025 @ 6:00PM & 7:30PM – Basketball
- G. January 17, 2025 @ 6:00PM & 7:30PM – Basketball
- H. January 21, 2025 @ 6:00PM & 7:30PM – Basketball
- I. January 24, 2025 @ 6:00PM & 7:30PM – Basketball
- J. January 28, 2025 @ 6:00 pm & 7:30 pm - Basketball
- K. January 31, 2025 @ 6:00PM & 7:30PM – Basketball
- L. February 4, 2025 @ 6:00PM & 7:30PM – Basketball
- M. February 7, 2025 @ 7:30PM – Basketball
- N. February 11, 2025 @ 7:30PM – Basketball
- O. April 28, 2025 - MHS Academic Awards Banquet
- P. April 29, 2025 - LHS Academic Awards Banquet
- Q. May 15, 2025 @ 6:00PM – Early College High School Graduation
- R. May 22, 2025 @ 3PM – Coleman Graduation

Amendments and corrections to this Schedule of Events may be made through a written Addendum signed by both parties.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Cortney Smith, Chief of Facilities and Operations

Subject: Approval of Cooperative Purchase Agreement Sourcing for the Demolition of Structures Located at 1600 E Wadley Avenue - 2023 Bond Program

Consent Item

Financial Impact

Demolition cost to be negotiated based on the scope of work necessary to achieve desired building removal outcome at site of New Midland High School Project associated with the 2023 Bond Program. Funds for all of the site preparation services were included within the overall 2023 Bond Program budget.

Board Goal/Strategic Plan Goals

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

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 to the district.

Recommendation

Approval for use of pre-authorized purchasing cooperative procurement services with budget not to exceed \$375,000 for demolition of the building structures on the site immediately following the asbestos abatement work.

Cooperative Vendors include but are not limited to:

- Amstar General Contractors Inc.
- Border Demolition & Environmental, Inc.
- Cactus Abatement and Demolition LLC
- Pintail Demolition and Construction Inc.

Motion

Approve as presented.

Contact Person

Cortney Smith, Chief of Facilities and Operations

Enclosure

None

K. Approval of Revised Local Board Policies

BBB(LOCAL) - Board Members: Elections

BBD(LOCAL) - Board Members: Training and Orientation

BBE(LOCAL) - Board Members: Authority

BBF(LOCAL) - Board Members: Ethics

BBG(LOCAL) - Board Members: Compensation and Expenses

BDAA(LOCAL) - Officers and Officials: Duties and Requirements of Board Officers

BDB(LOCAL) - Board Internal Organization: Internal Committees

BDD(LOCAL) - Board Internal Organization: Attorney

BP(LOCAL) - Administrative Regulations

BQA(LOCAL) - Planning and Decision-Making Process: District-Level

BQB(LOCAL) - Planning and Decision-Making Process: Campus-Level

CCA(LOCAL) - Local Revenue Sources: Bond Issues

CDA(LOCAL) - Other Revenues: Investments

CFB(LOCAL) - Accounting: Inventories

CH(LOCAL) - Purchasing and Acquisition

CO(LOCAL) - Food and Nutrition Management

COB(LOCAL) - Food and Nutrition Management: Free and Reduced-Price Meals

CPC(LOCAL) - Office Management: Records Management

CQ(LOCAL) - Technology Resources

DBA(LOCAL) - Employment Requirements and Restrictions: Credentials and Records

DCE(LOCAL) - Employment Practices: Other Types of Contracts

DEAB(LOCAL) - Compensation Plan: Wage and Hour Laws

DEC(LOCAL) - Compensation and Benefits: Leaves and Absences

DEE(LOCAL) - Expense Reimbursement

DGBA(LOCAL) - Employee Complaints/Grievances

DH(LOCAL) - Employee Standards of Conduct

DHE(LOCAL) - Searches and Alcohol/Drug Testing

DK(LOCAL) - Assignment and Schedules

EB(LOCAL) - School Year

EC(LOCAL) - School Day

EEB(LOCAL) - Class Size

EHBB(LOCAL) - Gifted and Talented Students

EIA(LOCAL) - Grading/Progress Reports to Parents

EIE(LOCAL) - Retention and Promotion

FD(LOCAL) - Admissions

FDA(LOCAL) - Interdistrict Transfers

FEA(LOCAL) - Compulsory Attendance

FEC(LOCAL) - Attendance for Credit

FEF(LOCAL) - Released Time

FFA(LOCAL) - Wellness and Health Services

FFAC(LOCAL) - Medical Treatment

FL(LOCAL) - Student Records

FM(LOCAL) - Student Activities

FNCA(LOCAL) - Dress Code

FNG(LOCAL) - Student and Parent Complaints/Grievances

FO(LOCAL) - Student Discipline
GF(LOCAL) - Public Complaints
GKD(LOCAL) - Non-School Use of School Facilities



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Chad Crowson, General Counsel

Subject: Approval of Revised Local Board Policies

Consent Item

Financial Impact

Minimal Processing Fee

Strategic Plan Goals/Board Academic Goals

All Strategic Plan Goals

Executive Summary

The Policy Committee met on September 20, 2024, to review the following policies:

BBB(LOCAL) – Board Members: Elections

This revision adds additional election years to the already existing policy.

BBD(LOCAL) – Board Members: Training and Orientation

This new policy outlines the responsibilities of the Superintendent in receiving training for Board members and mandates compliance with Government Code 552.012, particularly related to the Public Information Act (PIA). It also requires reporting of Board member continuing education credits at the last regular meeting before the uniform election date.

BBE(LOCAL) – Board Members: Authority

This revision emphasizes the limits of individual Board member authority, specifying that individual members cannot act on behalf of the Board unless explicitly authorized. It also details access to information, confidentiality, and records requests, ensuring clear governance.

BBF(LOCAL) – Board Members: Ethics

A new policy outlining ethical standards for Board members, emphasizing fairness, respect, accountability, and integrity in their duties. It lists specific expectations regarding conduct and decision-making to ensure ethical behavior.

BBG(LOCAL) – Board Members: Compensation and Expenses

The revision clarifies that Board member travel expenses will be approved annually and



Midland Independent School District

BOARD OF TRUSTEES AGENDA

reimbursed according to legal requirements. It outlines two methods of reimbursement and emphasizes accurate accounting to ensure compliance with state and federal guidelines.

BDA(LOCAL) – Officers and Officials: Duties and Requirements of Board Officers

This revision specifies the roles and duties of Board officers, including election procedures and terms. It reinforces the Board President's rights in presiding over meetings and clarifies the process for filling vacancies.

BDB(LOCAL) – Board Internal Organization: Internal Committees

A new policy establishing that special committees created by the Board will have advisory roles only. It details the appointment process by the Board President and specifies that committee business must be reported for Board approval.

BDD(LOCAL) – Board Internal Organization: Attorney

The policy has been revised to clarify the role of in-house counsel in legal matters. It removes "outside counsel" from direct employee access and emphasizes that the in-house counsel retains final authority on legal recommendations to the Board.

BP(LOCAL) – Administrative Regulations

A new policy outlining the Superintendent's responsibility to maintain up-to-date administrative regulations. These procedures, which include handbooks, forms, and manuals, must align with Board policy and will not require Board adoption.

BQA(LOCAL) – Planning and Decision-Making Process: District-Level

This revision clarifies the name of the District Educational Improvement Council. It also includes language concerning the election of members.

BQB(LOCAL) – Planning and Decision-Making Process: Campus-Level

Similar to BQA, this policy revision focuses on campus-level committees, clarifying language regarding their membership.

CCA(LOCAL) – Local Revenue Sources: Bond Issues

This policy is being deleted because its provisions are already included in the corresponding LEGAL policy.

CDA(LOCAL) – Other Revenues: Investments

This revision incorporates changes suggested by the District's investment advisors concerning the regular monitoring of market prices and the requirements for sellers of investments.

CFB(LOCAL) – Accounting: Inventories

The capitalization threshold for individual capital assets has been raised from \$5,000 to \$10,000.



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This increases the financial threshold for how assets are classified in accordance with new federal regulations.

CH(LOCAL) – Purchasing and Acquisition

The revision clarifies exceptions for cooperative purchasing program purchases, such that Board approval is not required. Instead, those purchases will be reported to the Board at least quarterly. There is no substantive change in policy.

CO(LOCAL) – Food and Nutrition Management

The revision allows students with insufficient meal balances to continue purchasing up to five meals without interest or fees.

COB(LOCAL) – Food and Nutrition Management: Free and Reduced-Price Meals

This revision reflects the District’s participation in the federal Community Eligibility Provision (CEP), which provides free meal services to all students.

CPC(LOCAL) – Office Management: Records Management

The revision assigns the Director of Procurement as the Records Management Officer, responsible for overseeing the District’s financial records program.

CQ(LOCAL) – Technology Resources

This revision addresses the use of artificial intelligence in the District’s schools. It permits the exploration and use of Artificial Intelligence (AI) tools by students and employees under controlled conditions.

DBA(LOCAL) – Employment Requirements and Restrictions: Credentials and Records

The revision deletes language concerning the District of Innovation plan as it is included in the LEGAL policy.

DCE(LOCAL) – Employment Practices: Other Types of Contracts

This revision removes the list of positions which will be employed under non-Chapter 21 contracts, which are not governed by Chapter 21 of the Education Code. It instead inserts a reference to the list approved by the Board.

DEAB(LOCAL) – Compensation Plan: Wage and Hour Laws

The revision requires the District to annually pay any employee for compensatory time in excess of the 60 hour cap.

DEC(LOCAL) – Compensation and Benefits: Leaves and Absences

This policy revision removes “aunt, uncle, niece, nephew, and cousin” from the definition of "immediate family," clarifies the District’s definition of “catastrophic illness or injury,” and edits



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BOARD OF TRUSTEES AGENDA

provisions related to state leave proration. The policy clarifies the criteria under which the District may require medical certification prior to granting leave to an employee. It also clarifies language regarding FMLA leave, temporary disability leave, and workers' compensation. Finally, the revision adds a neutral absence control provision that allows the District to immediately pursue termination when an employee refuses to return to work after all available leave has been exhausted.

DEE(LOCAL) – Expense Reimbursement

This policy revision simplifies meal reimbursement during authorized overnight travel by providing an option for per diem payment, removing the requirement for receipts in those cases.

DGBA(LOCAL) – Employee Complaints/Grievances

The revision deletes repetitive language concerning the Superintendent's authority to delegate and the requirement to make an audio recording of each grievance meeting/hearing. Additionally, the policy now prevents the Level Two or Level Three hearing officer from remanding the grievance to the previous level.

DH(LOCAL) – Employee Standards of Conduct

The update adds language requiring each employee to adhere to District safety rules and regulations. It also deletes language which prohibited the recording of conversations between district employees which violates prevailing state law.

DHE(LOCAL) – Searches and Alcohol/Drug Testing

This revision simplifies the language surrounding the District's procedures for alcohol and drug testing based on reasonable suspicion, including testing for employees covered by Department of Transportation (DOT) rules.

DK(LOCAL) – Assignment and Schedules

The revision strips language related to the District's innovation plan, which is included elsewhere in policy, and simplifies the language concerning the assignment of employees who are related to one another.

EB(LOCAL) – School Year

This revision removes a reference to the District's innovation plan, which is located in EB(LEGAL).

EC(LOCAL) – School Day

Like EB(LOCAL), this revision removes a reference to the District's innovation plan, which is located in EC(LEGAL).

EEB(LOCAL) – Class Size



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This policy is deleted due to the District's exemption language being included in EEB(LEGAL).

EHBB(LOCAL) – Gifted and Talented Students

The revision updates procedures for requesting reconsideration of the final decision made by the selection committee concerning selection for or exit from the gifted and talented program.

EIA(LOCAL) – Grading/Progress Reports to Parents

The revision requires that progress reports be distributed in every class after the third week of the grading period and addresses changes in the academic dishonesty policy related to artificial intelligence tools.

EIE(LOCAL) – Retention and Promotion

This policy revision clarifies the grade average required for promotion to the next grade level. No substantive changes are being considered.

FD(LOCAL) – Admissions

The revision updates policies related to students transferring from non-accredited schools.

FDA(LOCAL) – Interdistrict Transfers

This revision authorizes the Superintendent to permit a student who leaves the District during the course of a semester to remain until the end of that semester, and clarifies the language concerning tuition for non-resident students.

FEA(LOCAL) – Compulsory Attendance

There are no substantive changes, simply a clarification of language concerning students who have dropped out of school.

FEC(LOCAL) – Attendance for Credit

The revision addresses the attendance requirements for earning credit or a final grade, stating that students must attend at least 90% of class days. It introduces a procedure for earning credit or a final grade by completing a plan approved by the principal when attendance falls between 75% and 90%. The policy allows for an attendance committee to consider extenuating circumstances and offers options for regaining credit.

FEF(LOCAL) – Released Time

This policy specifies that students will no longer be allowed an excused absence for private lessons during school hours.

FFA(LOCAL) – Wellness and Health Services

This policy revision requires the Superintendent, and not the CFO, to oversee the employee wellness plan.



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BOARD OF TRUSTEES AGENDA

FFAC(LOCAL) – Medical Treatment

The revision adds provisions for the use of nonprescription medication to treat illness or injury in the District’s athletics program.

FL(LOCAL) – Student Records

This policy revision clarifies that the Deputy Superintendent is the District’s official custodian of records, and removes student address from the list of directory information which may be released for school-sponsored purposes.

FM(LOCAL) – Student Activities

This policy update specifies that there will no longer be any limit to the number of excused absences a student may receive related to participation in extracurricular activities. “No Pass, No Play” language has been removed since it is located at FM(LEGAL).

FNCA(LOCAL) – Dress Code

The revised policy removes language related to the implementation of a standardized dress code at any campus, which shall instead be located in administrative regulations.

FNG(LOCAL) – Student and Parent Complaints/Grievances

This policy revision removes the right of the Level Two or Level Three hearing officer to remand a complaint to a lower level.

FO(LOCAL) – Student Discipline

The policy revision removes unnecessary language related to the District’s exemption from naming campus behavior coordinators in accordance with its District innovation plan.

GF(LOCAL) – Public Complaints

This policy revision removes the right of the Level Two or Level Three hearing officer to remand a complaint to a lower level.

GKD(LOCAL) – Non-School Use of School Facilities

This policy revision updates language related to third parties indemnifying the District for their non-school use of our facilities, as well as clarifying the fees to be paid by third parties using our facilities.

Recommendation

The District’s administration recommends the Board approve the proposed policy revisions as listed in this agenda item.

Motion



Midland Independent School District

BOARD OF TRUSTEES AGENDA

I move to approve the proposed changes to all policies as presented.

Contact Person

Chad Crowson, General Counsel

Enclosure

Proposed Policies Redlined Language

PROPOSED REVISIONS

Court Order	The District shall conduct its Board member elections in accordance with the Single-Member District Voting Plan established in CA. No. MO-85-CA-001, United States District Court, Western District of Texas, Midland-Odessa Division, as long as such court order or other binding legal determination is in effect. A copy of the court order or other binding legal determination may be obtained from the Superintendent's office.
Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be by single-member districts.
Election Date	General election of Board members shall be on the November uniform election date.
Terms and Election Schedule	Board members shall be elected for four-year terms, with elections conducted biennially, as follows:
Districts 3, 5, and 6	The election for single-member districts 3, 5, and 6 shall be held in 2018, 2022, 2026, <u>2030, 2034</u> , and in four-year intervals thereafter.
Districts 1, 2, 4, and 7	The election for single-member districts 1, 2, 4, and 7 shall be held in 2020, 2024, 2028, <u>2032</u> , and in four-year intervals thereafter.
Method of Voting	To be elected, a candidate must receive a majority of the votes cast for the single-member district.
Majority Vote	

ADD POLICY

**Public Information
Coordinator**

After Election or
Appointment

The Superintendent shall fulfill the responsibilities of the public information coordinator and shall receive, on behalf of Board members, the training specified by Government Code 552.012. [See GBAA]

After a Violation

A Board member who receives written notice from the attorney general that the member must complete Public Information Act (PIA) training described by GBAA(LEGAL) following the District's failure to comply with a PIA requirement shall complete the training within the timelines described in law. The completion of the training in response to such a notice cannot be delegated.

**Reporting
Continuing
Education Credit**

The Board President shall announce the status of each Board member's continuing education credit. The announcement shall be made annually at the last regular Board meeting before the District's uniform election date, whether or not an election is held. The announcement shall be reflected in the meeting minutes and, when necessary, posted on the District's website in accordance with law.

PROPOSED REVISIONS

Board Authority

The Board has final authority to determine and interpret the policies that govern the schools and, subject to the mandates and limits imposed by state and federal authorities, has complete and full control of the District. Board action shall be taken only in meetings that comply with the Open Meetings Act. [See BE(LEGAL)]

Transacting Business

When a proposal is presented to the Board, the Board shall hold a discussion and reach a decision. Although there may be dissenting votes, which are a matter of public record, each Board decision shall be an action by the whole Board binding upon each member.

Individual Authority for Committing the Board

Board members as individuals shall not exercise authority over the District, its property, or its employees. Except for appropriate duties and functions of the Board President, an individual member may act on behalf of the Board only with the express authorization of the Board. Without such authorization, no individual member may commit the Board on any issue. [See BDAA]

Individual Access to Information

An individual Board member, acting in his or her official capacity, shall have the right to seek information pertaining to District fiscal affairs, business transactions, governance, and personnel matters, including information that properly may be withheld from members of the public in accordance with the Public Information Chapter of the Government Code. [See GBA]

Limitations

If a Board member is not acting in his or her official capacity, the Board member has no greater right to District records than a member of the public.

An individual Board member shall not have access to confidential student records unless the member is acting in his or her official capacity and has a legitimate educational interest in the records in accordance with policy FL.

A Board member who is denied access to a record under this provision may ask the Board to determine whether the record should be provided or may file a request under the Public Information Act. [See GBAA]

Requests for Records

An individual Board member shall seek access to records or request copies of records from the Superintendent or other designated custodian of records, who shall respond within the time frames required by law. When a custodian of records other than the Superintendent provides access to records or copies of records to an individual Board member, the provider shall inform the Superintendent of the records provided.

In accordance with law, the District shall track and report any requests under this provision, including the cost of responding to one or more requests by any individual Board member for 200 or more pages of material in a 90-day period.

Requests for Reports

No individual Board member shall direct or require District employees to prepare reports derived from an analysis of information in existing District records or to create a new record compiled from information in existing District records. Directives to the Superintendent or other custodian of records regarding the preparation of reports shall be by Board action.

Confidentiality

At the time a Board member is provided access to records or reports that are confidential or otherwise not subject to public disclosure [see GBA], the Superintendent or other District employee shall advise the Board member of the responsibility to comply with confidentiality requirements and the District's information security controls.

Referring Complaints

If employees, parents, students, or other members of the public bring concerns or complaints to an individual Board member, he or she shall refer them to the Superintendent or another appropriate administrator, who shall proceed according to the applicable complaint policy. [See (LOCAL) policies at DGBA, FNG, and GF]

When the concern or complaint directly pertains to the Board's own actions or policy, for which there is no administrative remedy, the Board member may request that the issue be placed on the agenda.

Visits to District Facilities

A Board member shall adhere to any posted requirements for visitors to first report to the main office of a District facility, including a school campus. Visits during the school or business day shall not be permitted if their duration or frequency interferes with the delivery of instruction or District operations. [See also GKC-1]

ADD POLICY

As a member of the Board, I shall promote the best interests of the District as a whole and, to that end, shall adhere to the following ethical standards:

**Equity
In Attitude**

- I will be fair, just, and impartial in all my decisions and actions.
- I will accord others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

**Trustworthiness
In Stewardship**

- I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- I will be responsive to the community by seeking its involvement in District affairs and by communicating its priorities and concerns.
- I will work to ensure prudent and accountable use of District resources.
- I will make no personal promise or take private action that may compromise my performance or my responsibilities.

**Honor
In Conduct**

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

**Integrity
Of Character**

- I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

**Commitment
To Service**

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

**Student-Centered
Focus**

- I will be continuously guided by what is best for all students of the District.

PROPOSED REVISIONS

**Expense
Reimbursement**

An amount for Board member travel expenses shall be approved in the budget each year.

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

Travel Expenses

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by either of the following two methods:

1. Reimbursement, not to exceed the allowable rates, for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses.
2. Advancement of a set amount for use of a personal car or commercial transportation plus parking, taxi fares, lodging, meals, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

Documentation
Required

For any authorized expense incurred, the Board member shall submit a statement, with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.

PROPOSED REVISIONS

Board Officers

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.

Vacancy

A vacancy among officers of the Board shall be filled by majority action of the Board.

Term and Duties

Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President

In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.

Vice President

The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. Become President only upon being elected to the position.

Secretary

The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.

ADD POLICY

Special Committees

The President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.

**Transacting
Business**

Committees may transact business only within the specific authority granted by the Board. To be binding, all such business must be reported to the Board at the next regular or special meeting for approval and entry into the minutes as a public record.

PROPOSED REVISIONS

In-House Counsel

The Board shall ~~retain~~employ an attorney or attorneys, as necessary, to serve as the District's ~~legal~~in-house counsel and ~~representatives~~representative in matters requiring legal services. The District shall establish protocols for channeling staff requests for legal advice from the in-house counsel.

Outside Counsel

The Board ~~has engaged a general counsel to represent the Board and the District. The general counsel, in~~shall have final authority to retain outside counsel. In consultation with the Superintendent, ~~is authorized to retain outside counsel as necessary to ensure~~ the District's ~~interests are protected~~in-house counsel may make recommendations to the Board regarding retention of an attorney or attorneys to represent the District in legal matters. Services to be performed and reasonable fees and expenses to be paid by the District to outside counsel shall be set forth in writing between the Board and the attorney or attorneys.

When seeking advice or information from the District's outside counsel, individual Board members shall channel legal inquiries through the District's ~~general~~in-house counsel ~~or~~, Superintendent, Board President, or Board's designee, as appropriate.

A staff request for legal advice from the District's outside counsel must be submitted through the District's ~~general~~in-house counsel or Superintendent.

Report of Legal Advice

Advice from legal counsel shall be reported to the Board upon request of the Board or when deemed ~~appropriate~~necessary by the District's ~~general~~in-house counsel, Superintendent, ~~or~~ Board President, or Board's designee.

ADD POLICY

Development

The Superintendent and administrative staff shall be responsible for developing and enforcing procedures for the operation of the District. These procedures shall constitute the administrative regulations of the District and shall consist of guidelines, handbooks, manuals, forms, and any other documents defining standard operating procedures.

The Superintendent or designee shall ensure that administrative regulations are kept up to date and are consistent with Board policy. The Superintendent or designee shall resolve any discrepancies among conflicting administrative regulations. In case of conflict between administrative regulations and policy, policy shall prevail.

No Board Action

Administrative regulations are subject to Board review but shall not be adopted by the Board.

Availability

All administrative regulations shall be made accessible to staff, students, and the public as required by law or Board policy.

PROPOSED REVISIONS

District Educational Improvement Council	In compliance with law, the District shall establish a District-level District Educational Improvement Council (committee) to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.
Board's Designee	The Superintendent shall serve as the Board's designee and shall regularly consult with the committee.
Meetings	The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.
Communications	The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.
Composition	The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.
Selected Representatives	Parent, community, and business representatives shall be selected in accordance with this policy and administrative regulations.
Parents	The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.
Community Members	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.
Business Representatives	The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are

PLANNING AND DECISION-MAKING PROCESS
DISTRICT-LEVEL

BQA
(LOCAL)

informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

**Professional Staff
Elections**

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to each campus.

At least one campus-based nonteaching professional representative shall be nominated and elected by ~~the school counselors District-wide~~ [all professional staff](#).

At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by the District-level professional staff.

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.

Terms

All representatives shall serve one-year terms and shall not be limited as to the number of consecutive terms they may serve on the committee.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISIONS

Campus Educational Improvement Council

In compliance with law, each campus shall establish a ~~campus-level committee~~ Campus Educational Improvement Council (committee) to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Communications

~~Each~~ The principal ~~or designee~~ shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

Parents

The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.

Community Members

The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate

PLANNING AND DECISION-MAKING PROCESS
CAMPUS-LEVEL

BQB
(LOCAL)

and shall solicit volunteers. Community representatives must reside in the District.

**Business
Representatives**

The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives ~~need do~~ not need to reside in ~~nor~~ operate businesses in the District.

**Professional Staff
Elections**

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to the campus.

At least one campus-based nonteaching professional representative shall be nominated and elected by ~~nonteaching~~ all professional staff assigned to the campus.

At least one District-level professional representative shall be nominated and elected by ~~nonteaching~~ District-level professional staff ~~assigned to the campus~~.

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.

Terms

All representatives shall serve staggered two-year terms and shall not be limited as to the number of consecutive terms they may serve on the committee.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

DELETE POLICY

The Superintendent or designee shall be authorized to manage the debt service operation of the District.

The Superintendent shall recommend to the Board for its approval all proposed bond sales.

Bond elections shall be held in accordance with statutory requirements.

Bonds shall be sold as authorized by the qualified voters of the District on a competitive basis under the direction of a fiscal agent selected by the Board. Bonds may be sold on a negotiated basis for issues that include bond refunding.

PROPOSED REVISIONS

(see pages 2 & 3)

Investment Authority

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

Approved Investment Instruments

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

Safety

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns

within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

Investment Management

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

Liquidity and Maturity

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

DiversityDiversification

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

Monitoring Market Prices

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include the District's investment advisor, financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done ~~monthly~~ at least quarterly, as required by law, and more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

Monitoring Rating Changes

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

Funds/Strategies

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a

OTHER REVENUES
INVESTMENTS

CDA
(LOCAL)

particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project Funds Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

Safekeeping and Custody The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

Sellers of Investments Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers shall be registered with the Texas State Securities Board ~~and must have membership in the Securities Investor Protection Corporation (SIPC)~~ and be in good standing with the Financial Industry Regulatory Authority (FINRA). [Brokers/dealers and other financial institutions offering investments to the District shall receive a copy of this policy and acknowledge receipt in writing.](#)

[If the District has contracted with an investment advisor, the advisor shall provide its list of broker/dealers to the District not less than annually.](#)

**Soliciting Bids for
CDs**

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

Interest Rate Risk

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

Internal Controls

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

Annual Review

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

Annual Audit

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

PROPOSED REVISIONS

**Capitalization
Threshold**

The capitalization threshold for purposes of classifying individual capital assets shall be ~~\$5,000~~ \$10,000.

The Superintendent shall determine the capitalization threshold for a group of assets, the individual cost of which does not exceed the capitalization threshold above but for which the cost in the aggregate is significant.

PROPOSED REVISIONS

Purchasing Authority

The Board delegates to the Superintendent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in this policy.

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~~[law](#);
2. [A purchase made through a cooperative purchasing program or state purchasing program that satisfies the District's obligation for competitive purchasing \[see CH\(LEGAL\)\]](#) ~~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;~~
- ~~4.3.~~ A continuing or periodic purchase under a Board-approved bid or contract;
- ~~5.4.~~ A purchase of produce or fuel, or
- ~~6.5.~~ A purchase of regulated utility services.

Exception for Emergency Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with

PURCHASING AND ACQUISITION

CH
(LOCAL)

	Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]
Purchasing Procedures	The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]
Purchasing Method	The Board delegates to the Superintendent the authority to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.
<i>Competitive Bidding</i>	<p>If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations, and the submission of any electronic bids shall also be in accordance with Board-adopted rules. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified time shall not be considered.</p> <p>The District may reject any and all bids in accordance with state or federal law, as applicable.</p>
<i>Competitive Sealed Proposals</i>	<p>If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, and the submission of any electronic proposals shall also be in accordance with Board-adopted rules. Proposals received after the specified time shall not be considered. Proposals shall be opened at the time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened.</p> <p>The District may reject any and all proposals in accordance with state or federal law, as applicable.</p>
Electronic Bids or Proposals	Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.
Responsibility for Debts	The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations

PURCHASING AND ACQUISITION

CH
(LOCAL)

not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

**Purchase
Commitments**

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

PROPOSED REVISIONS

Food Donation

The Superintendent shall be authorized to develop regulations for the District to donate or otherwise dispose of leftover food in accordance with law.

Meal Charges

State Law

As established by the Board, a student with an exhausted or insufficient balance on his or her meal card or meal account shall be allowed to continue to purchase up to five meals ~~for an unlimited time~~. The Superintendent shall develop administrative regulations for this grace period to address:

1. The District's processes for parent notification during the grace period, including a schedule for repayment; and
2. Whether the student will be limited to certain foods or beverages during this grace period, and, if so, the District's efforts to minimize overt identification of the student.

No fees or interest shall be charged by the District for meals purchased during the grace period.

Federal Law

For each campus that participates in the federal school breakfast or lunch programs under which students may incur a meal charge, the District's administrative regulations shall also address procedures for a student who has insufficient funds to purchase a meal following exhaustion of the grace period described above. The procedures shall address:

1. The parameters under which meals shall be served to the student;
2. The District's efforts to minimize overt identification of the student; and
3. How the District will attempt to collect unpaid debt in order to maintain the financial integrity of the food service account.

PROPOSED REVISIONS

**Community
Eligibility Provision**

With funds from the federal community eligibility provision (CEP), the District shall provide regular meal service to students at no cost, as authorized by the U.S. Department of Agriculture (USDA). [See COB(LEGAL)]

Eligibility Appeals

The District shall provide a hearing process in compliance with U.S. Department of Agriculture (USDA) requirements for disputes about a student's eligibility for free or reduced-price meal programs. A parent or student may appeal the decision of the hearing official in accordance with FNG(LOCAL).

**Civil Rights
Complaints**

A person alleging discrimination in school meal programs based on race, color, national origin, sex, age, or disability shall be informed of the procedures and right to file a complaint with the Texas Department of Agriculture (TDA) Food and Nutrition office and the USDA. Complaints received by District personnel shall be forwarded to TDA.

PROPOSED REVISIONS

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

Local Government Records Act

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

“Local Government
Record”

Records
Management
Officer

The ~~Superintendent~~ director of procurement shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control Schedules	The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.
Website Postings	The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.
Records Destruction Practices	All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.
Training	The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

PROPOSED REVISIONS

(see page 2)

Note: For Board member use of District technology resources, see BBI. For student use of personal electronic devices, see FNCE.

Availability of Access

For purposes of this policy, “technology resources” means electronic communication systems and electronic equipment.

Access to the District’s technology resources, including the internet, shall be made available to students and employees primarily for instructional and administrative purposes and in accordance with administrative regulations.

Limited Personal Use

Limited personal use of the District’s technology resources shall be permitted if the use:

1. Imposes no tangible cost on the District;
2. Does not unduly burden the District’s technology resources; and
3. Has no adverse effect on an employee’s job performance or on a student’s academic performance.

Use by Members of the Public

Access to the District’s technology resources, including the internet, shall be made available to members of the public, in accordance with administrative regulations. Such use shall be permitted so long as the use:

1. Imposes no tangible cost on the District; and
2. Does not unduly burden the District’s technology resources.

Acceptable Use

The Superintendent shall develop and implement administrative regulations, guidelines, and user agreements consistent with the purposes and mission of the District and with law and policy.

Access to the District’s technology resources is a privilege, not a right. All users shall be required to acknowledge receipt and understanding of all administrative regulations governing use of the District’s technology resources and shall agree in writing to allow monitoring of their use and to comply with such regulations and guidelines. Noncompliance may result in suspension of access or termination of privileges and other disciplinary action consistent with District policies. [See DH, FN series, FO series, and the Student Code of Conduct] Violations of law may result in criminal prosecution as well as disciplinary action by the District.

Artificial Intelligence Employees and students shall be permitted to explore artificial intelligence (AI) and implement its use in and out of the classroom in accordance with policy and administrative regulations. The use of AI shall only be as a support tool to enhance student outcomes and shall never take the place of teacher and student decision-making. Any use of AI must comply with law, policy, and administrative regulations relating to student and employee privacy and data security.

A student shall only use AI tools with teacher permission and shall be expected to produce original work and properly credit sources, including AI tools used in creating the work. [See Academic Dishonesty at EIA(LOCAL)] Students who use AI tools to deceptively harm, bully, or harass others shall be disciplined in accordance with the Student Code of Conduct and policy. [See FFH, FFI, and the FO series]

Internet Safety

The Superintendent shall develop and implement an internet safety plan to:

1. Control students' access to inappropriate materials, as well as to materials that are harmful to minors;
2. Ensure student safety and security when using electronic communications;
3. Prevent unauthorized access, including hacking and other unlawful activities;
4. Restrict unauthorized disclosure, use, and dissemination of personally identifiable information regarding students; and
5. Educate students about cyberbullying awareness and response and about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms.

Filtering

Each District computer with internet access and the District's network systems shall have filtering devices or software that blocks access to visual depictions that are obscene, pornographic, inappropriate for students, or harmful to minors, as defined by the federal Children's Internet Protection Act and as determined by the Superintendent.

The Superintendent shall enforce the use of such filtering devices. Upon approval from the Superintendent, an administrator, supervisor, or other authorized person may disable the filtering device for bona fide research or other lawful purpose.

Monitored Use

Electronic mail transmissions and other use of the District's technology resources by students, employees, and members of the public shall not be considered private. Designated District staff shall be authorized to monitor the District's technology resources at any time to ensure appropriate use.

Disclaimer of Liability

The District shall not be liable for users' inappropriate use of the District's technology resources, violations of copyright restrictions or other laws, users' mistakes or negligence, and costs incurred by users. The District shall not be responsible for ensuring the availability of the District's technology resources or the accuracy, age appropriateness, or usability of any information found on the internet.

Record Retention

A District employee shall retain electronic records, whether created or maintained using the District's technology resources or using personal technology resources, in accordance with the District's record management program. [See CPC]

Electronically Signed Documents

At the District's discretion, the District may make certain transactions available online, including student admissions documents, student grade and performance information, contracts for goods and services, and employment documents.

To the extent the District offers transactions electronically, the District may accept electronic signatures in accordance with this policy.

When accepting electronically signed documents or digital signatures, the District shall comply with rules adopted by the Department of Information Resources, to the extent practicable, to:

- Authenticate a digital signature for a written electronic communication sent to the District;
- Maintain all records as required by law;
- Ensure that records are created and maintained in a secure environment;
- Maintain appropriate internal controls on the use of electronic signatures;
- Implement means of confirming transactions; and
- Train staff on related procedures as necessary.

PROPOSED REVISIONS

Note: ~~This local policy has been revised in accordance with the District's innovation plan.⁴~~

State Teacher Certification

~~In accordance with the District's innovation plan, the District shall be exempt from the state law that generally requires school districts to hire teachers who are certified by the State Board for Educator Certification. State certification shall not be required for teachers of courses in career and technical education (CTE); languages other than English (LOTE); and science, technology, engineering, arts, and mathematics (STEAM).~~

~~All other teaching assignments shall require certification in accordance with state law. [See DK]~~

Updating Credentials

All employees who have earned certificates, endorsements, or degrees of higher rank since the previous school year shall file with the District:

1. An official college transcript showing the highest degree earned and date conferred.
2. Proof of the certificate or endorsement.

Contract Personnel

The Superintendent or designee shall ensure that contract personnel possess valid credentials before issuing contracts.

Social Security Number

The District shall not use an employee's social security number as an employee identifier, except for tax purposes [see DC]. In accordance with law, the District shall keep an employee's social security number confidential.

⁴ ~~Innovation Plan: <https://www.midlandisd.net/>~~

PROPOSED REVISIONS

**Non-Chapter 21
Contracts**

Non-Chapter 21 contracts shall be provided for positions included on the list approved by the Board. A non-Chapter 21 contract shall not be governed by Chapter 21 of the Education Code.

~~The District shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: school attorney; internal auditor; athletic trainer; licensed specialist in school psychology (LSSP); speech language pathologist; behavioral interventionist; occupational therapist; physical therapist; and each chief, executive director, and director position related to finance and operations.~~

**Termination During
Contract Term**

In accordance with DCE(LEGAL), an employee may request a hearing before the Board to appeal discharge during the contract period.

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt” for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for up to and including a 40-hour workweek.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Monday and end at 11:59 p.m. Sunday.

Compensatory Time

At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 60 hours. ~~and no more than 60 hours shall be permitted to carry over into the subsequent school year.~~ If an employee has a balance of more than 60 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District’s option, the District shall pay the employee for the compensatory time.

Use

An employee shall use compensatory time within the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the District shall pay the employee for the compensatory time.

Compensatory time may be used at either the employee's or the District's option. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

PROPOSED REVISIONS

Leave Administration

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

Immediate Family

The term “immediate family” is defined as:

1. Spouse.
2. Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
3. Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
4. Sibling, stepsibling, and sibling-in-law.
5. Grandparent and grandchild.

~~6. Aunt, uncle, niece, nephew, and cousin.~~

~~7.6.~~ Any person residing in the employee’s household at the time of illness or death.

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term “family emergency” shall be limited to disasters and life-threatening situations involving the employee or a member of the employee’s immediate family.

Leave Day

A “leave day” for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee’s usual assignment, whether full time or part time.

School Year

A “school year” for purposes of earning, using, or recording leave shall mean the term of the employee’s annual employment as set by the District for the employee’s usual assignment, whether full-time or part-time.

Catastrophic Illness or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions

relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Deductions

~~Leave without Pay~~

~~The District shall not approve paid leave for more leave days than have been accumulated in prior years plus leave currently available. Any unapproved absences or absences Absences beyond accumulated and available paid leave shall result in deductions from the employee's pay.~~

~~Leave Proration~~

~~*Employed for Less Than Full Year*~~

~~If an employee separates from employment with the District before his or her last duty day of the year, or begins employment after the first duty day, state personal leave and local leave shall be prorated based on the actual time employed.~~

~~If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave and local leave the employee used beyond his or her pro rata entitlement for the school year.~~

Recording

~~Leave shall be recorded as follows:~~

- ~~1. Leave shall be recorded in half-day increments for all employees.~~
- ~~2. If the employee is taking intermittent FMLA leave, leave shall be recorded in one-hour increments.~~

Order of Use

~~Earned compensatory time shall be used before any available paid state and local leave. [See DEAB]~~

~~Unless an employee requests a different order, available paid state and local leave shall be used in the following order, as applicable:~~

- ~~1. Local leave.~~

~~2. State sick leave accumulated before the 1995-96 school year.~~

~~3. State personal leave.~~

~~4. Vacation days.~~

Concurrent Use of Leave

~~When an absent employee is eligible for FMLA leave, the District shall designate the absence as FMLA leave.~~

~~The District shall require the employee to use temporary disability leave and paid leave, including compensatory time and vacation days, concurrently with FMLA leave.~~

~~An employee receiving workers' compensation income benefits may be eligible for paid or unpaid leave. An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.~~

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days or five days in a given 30-day period because of personal illness ~~or illness in the immediate family~~;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition ~~or, a serious health condition of the employee's~~ that of a spouse, parent, or child; or for military caregiver leave.
- ~~4. The employee requests FMLA leave for military caregiver purposes.~~

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

~~**Note:** For District contribution to employee insurance during leave, see CRD(LEGAL).~~

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used:

Non-Discretionary Use

Non-discretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

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	<p>Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.</p>
Discretionary Use	<p>Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.</p>
<i>Limitations</i>	
Request for Leave	<p>The employee shall submit a written request for discretionary use of state personal leave to the immediate supervisor or designee in advance in accordance with administrative regulations. In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor or designee shall not seek or consider the reasons for which an employee requests to use leave. The supervisor or designee shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program or and District operations, as well as the availability of substitutes.</p>
<i>Duration of Leave</i>	<p>Discretionary use of state personal leave shall not exceed three consecutive workdays.</p>
Local Leave	<p>All Each employees eligible for Texas Teacher Retirement System (TRS) membership shall earn five paid local leave days per school year in accordance with administrative regulations.</p> <p>Local leave shall accumulate without limit. Upon separation from employment, an employee shall forfeit all accumulated local leave.</p> <p>Local leave shall be used according to the terms and conditions of state sick leave accumulated before the 1995-96 school year, except that an employee may donate local leave to a sick leave pool. [See DEC(LEGAL)]</p>
Sick Leave Pool	<p>An employee who has exhausted all paid leave as well as any applicable compensatory time and who suffers from a catastrophic illness or injury or is absent due to the catastrophic illness or injury of a member of the employee's immediate family may request the establishment of a sick leave pool, to which District employees may donate local leave or state personal leave for use by the eligible employee.</p> <p>The pool shall cease to exist when the employee no longer needs leave for the purpose requested, uses the maximum number of days allowed under a pool, or exhausts all leave days donated to the sick leave pool.</p> <p>The Superintendent shall develop regulations for the implementation of the sick leave pool that address the following:</p> <ol style="list-style-type: none">1. Procedures to request the establishment of a sick leave pool;

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2. The maximum number of days an employee may donate to a sick leave pool;
3. The maximum number of days per school year an eligible employee may receive from a sick leave pool; and
4. The return of unused days to donors.

Appeal

An employee may appeal a decision regarding the establishment or implementation of the District's sick leave pool in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of five days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:

1. Circumstances or reasons under which an eligible employee may use mental health leave;
2. Procedures for requesting mental health leave and maintaining the anonymity of the requestor;
3. The administrator authorized to approve requests for mental health leave; and
4. Other procedures deemed necessary for administering this provision.

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and

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3. Other procedures deemed necessary for administering this provision.

**Line of Duty Illness
or Injury Leave of
Absence**

Following a leave of absence with full pay as required by law, the District shall extend the leave of absence for a police officer's line of duty illness or injury in accordance with medical certification and administrative regulations.

The extended leave of absence shall not exceed five workdays.

The extended leave of absence shall be taken with no loss of pay.

In accordance with law, following an extended leave of absence the police officer may use accumulated leave.

**Family and Medical
Leave**

[FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.](#)

[Note: See DECA\(LEGAL\) for provisions addressing FMLA.](#)

Twelve-Month
Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be [measured backward from the date an employee uses FMLA leave](#)~~August 1 through July 31.~~

Combined Leave for
Spouses

~~If~~ [When](#) both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks. [See DECA(LEGAL)]

Intermittent or
Reduced Schedule
Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee. ~~[See DECA(LEGAL) for use of intermittent or reduced schedule leave due to a medical necessity.]~~

Certification of
Leave

If an employee requests leave, the employee shall provide certification, ~~as required by~~ [in accordance with](#) FMLA regulations, of the need for leave. ~~[See DECA(LEGAL)]~~

Fitness-for-Duty
Certification

[In accordance with administrative regulations, when](#) ~~If~~ an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification. ~~If the District will require certification of the employee's ability to perform essential job functions, the District shall provide a list of essential job functions to the employee with the FMLA designation notice.~~

[Leave at the](#) End of
Semester ~~Leave~~

~~If~~ [When](#) a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of

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	<p>the semester. [See DECA(LEGAL), Leave at the End of a Semester]</p>
<p>Failure to Return</p>	<p>If, at the expiration of FMLA leave, the employee is able to return to work but chooses not to do so, the District may require reimbursement of premiums paid by the District during the leave. [See DECA(LEGAL), Recovery of Benefit Cost]</p>
<p>Temporary Disability Leave</p>	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave, in accordance with state law. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent or designee as a request for temporary disability leave.</p> <p><u>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</u></p>
<p>Workers' Compensation</p>	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance. [See GRD(LOCAL) regarding payment of insurance contribution during employee absences.]</p> <hr/>
	<p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
<p><u>Paid Leave Offset</u></p>	<p><u>The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]</u></p> <p>An employee eligible for workers' compensation income benefits, and not on assault leave, may elect in writing to use paid leave.</p>
<p>Court Appearances</p>	<p>Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance. Any other absence related to a court appearance shall be handled in accordance with provisions of this policy regarding Discretionary Use, above.</p>
<p><u>Neutral Absence Control</u></p>	<p><u>If an employee does not return to work after exhausting all available paid and unpaid leave, the District shall provide the employee</u></p>

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written notice that he or she no longer has leave available for use. The District shall automatically pursue termination of an employee who has exhausted all available leave, regardless of the reason for the absence [see DF series]. The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination. If terminated, the employee may apply for reemployment with the District.

PROPOSED REVISIONS

**Prior Approval
Required**

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

**Documentation
Required**

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

Exception

Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

PROPOSED REVISIONS

(see pages 4-7)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the DIA series.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

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	<p>Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.</p>
<p>Direct Communication with Board Members</p>	<p>Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.</p>
<p>Formal Process</p>	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
<p>Freedom from Retaliation</p>	<p>Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.</p>
<p>Whistleblower Complaints</p>	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint. [See DG]</p>
<p>Complaints Against Supervisors</p>	<p>Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.</p>
<p>General Provisions Filing</p>	<p>Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.</p>

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Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee's absence.
Response	At Levels One and Two, "response" shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee's email address of record, or sent by U.S. Mail to the employee's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.
Days	"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."
Representative	<p>"Representative" shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>

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Costs Incurred	Each party shall pay its own costs incurred in the course of the complaint.
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.</p>
Audio Recording	As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.</p> <p>The Superintendent may appoint at any time a Level One administrator, other than the principal or supervisor, including when the complaint involves the principal's or immediate supervisor's family member.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.</p>

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ~~ten~~^{ten} days after receipt of the written complaint. The administrator may set reasonable time limits for the conference. ~~The District shall make an audio recording of any Level One conference.~~

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference. ~~The District shall make an audio recording of any Level Two conference.~~

The Level Two administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint. ~~The Level Two administrator may remand the complaint to Level One at his or her discretion.~~

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. A summary of all previous oral testimony.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two; ~~however, the Board may remand the complaint to Level Two for further consideration.~~

PROPOSED REVISIONS

(see pages 3 & 5)

	<p>Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]</p> <p>Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.</p> <p>An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]</p>
Violations of Standards of Conduct	<p>Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]</p>
Weapons Prohibited	<p>The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.</p>
Exceptions	<p>No violation of this policy occurs when:</p> <ol style="list-style-type: none">1. Use or possession of a firearm by a specific employee is authorized by Board action. [See the CKE series]2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]
Electronic Communication Use with Students	<p>A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.</p>

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Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent or designee.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

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Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

Safety Requirements

Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

Harassment or Abuse

An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

Relationships with Students

An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

Tobacco and E-Cigarettes

An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]

Alcohol and Drugs / Notice of Drug-Free Workplace

As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug,

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hallucinogen, stimulant, depressant, amphetamine, or barbiturate.

2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,
Convictions, and
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;

3. Crimes that occur wholly or in part on school property or at a school-sponsored activity;
- ~~4. Any act constituting public intoxication; operating a motor vehicle while under the influence, including any offense of driving while intoxicated (DWI); or disorderly conduct; or~~
- 5.4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code; ~~or~~
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Recordings

~~No employee may make an unauthorized audio or visual recording of a conversation or meeting pertaining to district business unless the employee making the recording notifies all participants in the conversation or meeting of the recording. An employee making an authorized recording shall ensure that the recording device is located in plain view for the duration of the conversation or meeting. Secret recordings shall be prohibited.~~

~~These provisions are not intended to limit or restrict recordings involving authorized investigations conducted by District personnel or any meeting recorded in accordance with Board policy, including Board meetings, grievance hearings, and audio recordings of meetings or proceedings at which the substance of an employee grievance is discussed. [See DGBA]~~

~~For audio or video recording of a student by an employee, see FL(LEGAL).~~

Dress and Grooming

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

PROPOSED REVISIONS

Reasonable Suspicion Searches

The District reserves the right to conduct searches when the District has reasonable suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

Reasonable Suspicion Alcohol and Drug Testing

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol testing shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DF series and DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

Federally Required DOT Testing Program

In accordance with DOT rules, the District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

EMPLOYEE STANDARDS OF CONDUCT
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Drug-Related
Violations

The following constitute drug-related violations under the DOT rules:

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
8. Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

Alcohol Results
between 0.02 and
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, see the disciplinary consequences at District-Imposed Consequences, below.]

Reasonable-
Suspicion DOT
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written

record documenting the observations leading to a controlled substance reasonable suspicion test.

District-Imposed Consequences

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances, including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, shall be subject to District-imposed discipline, as determined by his or her supervisor and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

Note: The following provisions address the District's drug- and alcohol-testing program ~~for all employees.~~

District Program for Drug and Alcohol Testing

~~Under its own authority, the District shall apply the DOT testing regulations to all employees in accordance with administrative regulations.~~

~~Purpose~~

~~The purpose of these provisions is to ensure that District employees are not abusing drugs, prescription drugs, alcohol, or any other substances that may:~~

- ~~• Impair their ability to perform the functions of their jobs safely and effectively;~~
- ~~• Increase the potential for accidents or substandard performance; or~~
- ~~• Tend to undermine the safety and efficiency of District schools, offices, or departments.~~

~~The District shall foster and maintain a program to achieve a drug-free workplace and to provide a consistent model of substance-free behavior for students.~~

~~Scope~~

~~These provisions shall apply to every District employee. Additional drug and alcohol testing requirements shall be imposed on commercial drivers, as required by state or federal statutes, rules, or~~

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

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	regulations. [See DHE(LEGAL) and Federally Required DOT Testing Program, above]
Notice	This policy shall be available on the District's website, and copies may be obtained from the human resources department. Each employee shall acknowledge in writing that he or she has received and read the policy.
Definitions	The following definitions shall apply to these terms as used in the section of this policy describing the District's drug and alcohol testing program:
Alcohol	Includes ethyl alcohol (ethanol) and all beverages, mixtures, or preparations that contain ethyl alcohol.
Alcohol Concentration	The alcohol in a volume of breath expressed in terms of grams of alcohol per 210 liters of breath as indicated by an EBT.
DOT	The U.S. Department of Transportation.
EBT	An alcohol breath testing device approved by the National Highway Traffic Safety Administration that measures alcohol concentration to determine whether an individual is under the influence of alcohol.
	This testing device is selected from among those listed on the Conforming Products List of Evidential Breath Measurement Devices published in the Federal Register from time to time by the National Highway Traffic Safety Administration, Department of Transportation.
Illegal Drug	Any drug that cannot be obtained legally, or any prescription drug that has not been legally obtained or that has been legally obtained and is not being used in accordance with the prescribed dosage.
	Illegal drugs shall include controlled substances and dangerous drugs as defined in the Texas Health and Safety Code. Examples of illegal drugs shall include, but not be limited to, cocaine, heroin, phencyclidine (PCP), inhalants, and cannabis substances such as marijuana and hashish.
Legal Drug	Any prescribed drug or over-the-counter drug the individual has legally obtained and is using in accordance with the prescribed or recommended dosage.
Medical Review Officer (MRO)	A licensed physician who is retained by the District to receive laboratory results generated by this policy and is responsible for interpreting and evaluating a confirmed positive drug test result.
	The MRO may be an employee of the laboratory conducting the testing if the laboratory establishes a clear separation of functions

EMPLOYEE STANDARDS OF CONDUCT
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~~to prevent any appearance of a conflict of interest, including ensuring that the MRO has no responsibility for, and is not supervised by or the supervisor of, anyone who has responsibility for the testing or quality control operations of the laboratory.~~

Reasonable Suspicion

~~An articulable belief, based upon specific facts or incidents and reasonable conclusions drawn from those facts or incidents.~~

~~Facts or incidents that constitute reasonable suspicion may include, but shall not be limited to:~~

- ~~• Observation of alcohol or illegal drug use;~~
- ~~• Observation of alcohol, illegal drugs, or drug paraphernalia on the person, or within an area under the person's immediate control;~~
- ~~• A pattern of abnormal or erratic behavior, including the observation of physical symptoms of alcohol or illegal drug use such as slurred speech, blood shot eyes, odors, and the like, not attributable to other factors; and~~
- ~~• Employee involvement or contribution to an accident in which the use of alcohol or drugs is reasonably suspected, or employee involvement in a pattern of repetitive accidents, whether or not they involve actual or potential injury.~~

Possession

~~To have on one's person, in one's personal effects, in one's vehicle, or under one's control.~~

Safety Sensitive Position

~~A position involving job duties requiring the operation of dangerous equipment or use of hazardous materials in areas where and at times when there are significant numbers of students.~~

~~These are duties that if performed with inattentiveness, errors in judgment, or diminished coordination, dexterity, or composure may result in mistakes that could present a real or imminent threat to the personal health and safety of students and other employees. An employee who operates a vehicle as part of his or her regularly assigned, routinely performed job duties shall be considered to be in a safety sensitive position. Each campus principal and department supervisor shall recommend which positions on the campus or in the department should be considered safety sensitive. The recommendation shall be provided to the executive director for human resources or designee, who shall review, approve, and maintain a master list of safety sensitive positions subject to random testing. Each employee in a safety sensitive position shall be notified of that classification and that he or she is, therefore, subject to random drug and alcohol testing.~~

Prohibitions

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~The use, possession, distribution, or sale of alcohol or illegal drugs by any employee during work hours, while on District property, or while operating or riding in or upon vehicles while in the course and scope of employment is prohibited. [See DH]~~

~~An employee shall also be prohibited from trading and/or offering for sale alcohol or illegal drugs, and such actions shall be considered violations of this policy.~~

~~An employee shall also be prohibited from reporting for work or remaining on duty while under the influence of alcohol or illegal drugs. An employee in a safety sensitive position shall be prohibited from performing safety sensitive functions within four hours after drinking an alcoholic beverage.~~

~~The District shall take appropriate disciplinary action if an employee violates this policy, up to and including termination of employment. [See DF series]~~

*Prescription
Medication*

~~The District is committed to providing quality education and protecting the safety, health, and well-being of all employees and students within the District. The District recognizes that the abuse of prescription drugs poses a significant threat to these goals. Prescription and over-the-counter drugs shall not be prohibited when taken in standard dosage and/or according to a physician's prescription; however, the illegal or unauthorized use of prescription drugs shall be strictly prohibited. It is a violation of the District's policy to report to work or to remain at work while under the influence of a prescription drug that the employee has misused or abused. [See DH]~~

~~It is not a violation of this policy for any employee with a current, valid prescription for a drug to use, possess, or be under the influence of such drug in the manner, amount, and for the purposes prescribed, if such use does not affect the employee's performance or create a risk to the safety of the employee or to others.~~

~~Employees shall be responsible for learning the possible effects of prescription and non-prescription drugs they use while working.~~

~~Nothing in this policy shall require an employee to reveal the name or type of medication he or she is taking or the reason for taking it. An employee who is required to take a drug test based on reasonable suspicion and whose test detects certain levels of prescription drugs may, however, be given the opportunity to disclose the name of the medication prescribed in order to determine whether the employee has violated this policy.~~

~~The District may, at its discretion, require an employee in a safety-sensitive position to refrain from working while under the influence~~

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

DHE
(LOCAL)

~~Consent to Drug
and Alcohol
Screening~~

~~of any drug or medication, or require such an employee to obtain from his or her physician written authorization regarding his or her ability to perform essential job duties safely while taking the medication.~~

~~Any employee tested pursuant to these provisions shall sign a consent form authorizing the drug and alcohol screening and permitting limited disclosure of the results. The results may be disclosed to the executive director for human resources or designees with a need to know such confidential information. The consent form shall contain the following information:~~

- ~~1. An acknowledgment that the applicant or employee has been notified of the drug and alcohol screening policy;~~
- ~~2. The consequences of a refusal to have the drug and alcohol screening;~~
- ~~3. The procedure for confirming a positive test result; and~~
- ~~4. The consequences of a confirmed positive test result from the drug and alcohol screening.~~

~~Reasonable-
Suspicion Testing~~

~~An employee shall be subject to testing if, while in the course and scope of employment, there is reasonable suspicion to believe that the employee is impaired or under the influence of a substance prohibited by this policy. A supervisor who suspects that an employee is under the influence of a prohibited substance shall immediately provide the department head or designee or the department of human resources with a written request for testing the employee. Upon receipt of the request, the executive director of human resources or designee shall make a final decision whether reasonable suspicion exists.~~

~~In addition, reasonable suspicion shall be deemed to exist whenever an employee is involved in an accident while operating a motor driven vehicle or motor driven equipment in the course and scope of his or her employment. An employee involved in such an accident shall immediately notify the employee's supervisor and the human resources department.~~

~~If a test is authorized, the executive director of human resources or designee shall contact the employee and contact the drug testing facility. Authorized District personnel shall transport the employee for immediate drug and/or alcohol testing. The drug and/or alcohol test shall be conducted in accordance with the procedures established by a certified drug testing company with which the District has contracted.~~

~~Failure to submit to a drug or alcohol test that is based on reasonable suspicion shall be considered failure to follow a directive and/or~~

EMPLOYEE STANDARDS OF CONDUCT
SEARCHES AND ALCOHOL/DRUG TESTING

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~~insubordination, and may result in disciplinary action up to and including termination of employment. [See DF series]~~

~~Upon completion of a drug and/or alcohol test based on reasonable suspicion, an employee shall not return to work until the executive director of human resources or designee has received the results of the test.~~

~~The employee may be placed on administrative leave pending receipt of the test results. An employee tested based on reasonable suspicion shall not drive any vehicle while in the course and scope of employment until the results from the drug and/or alcohol tests have been received. The employee shall be responsible for verifying with the department head when he or she may return to regular work duties.~~

Confidentiality

~~All information relating to drug and/or alcohol screening shall be confidential unless disclosure is otherwise required by law, court order, or the employee's consent. Disclosure of the results of the drug and/or alcohol screening to any unauthorized person without permission of the person tested shall be strictly prohibited. All records of test results shall be maintained in accordance with all applicable laws and regulations. Records of test results and medical information, if any, shall be maintained in secure files separate from the employee's personnel file.~~

PROPOSED REVISIONS

~~**Note:** — This local policy has been revised in accordance with the District's innovation plan.⁴~~

Superintendent's Authority

All personnel are employed subject to assignment and reassignment by the Superintendent or designee when the Superintendent determines that the assignment or reassignment is in the best interest of the District. Reassignment shall be defined as a transfer to another position, department, or facility that does not necessitate a change in the employment contract of a contract employee. Any change in an employee's contract shall be in accordance with policy DC.

Any employee may request reassignment within the District to another position for which he or she is qualified.

~~In accordance with the District's local innovation plan exemption regarding SBEC certification, the District shall have authority to assign uncertified persons who meet local qualifications to teach courses in career and technical education (CTE); languages other than English (LOTE); and science, technology, engineering, arts, and mathematics (STEAM).~~

~~All other teaching assignments shall require certification in accordance with state law. [See DBA]~~

Campus Assignments

The principal's criteria for approval of campus assignments and reassignments shall be consistent with District policy regarding equal opportunity employment, and with staffing patterns approved in the District and campus plans. [See BQ series] In exercising their authority to approve assignments and reassignments, principals shall work cooperatively with the central office staff to ensure the efficient operation of the District as a whole.

Assignment of Related Employees

No employee shall be assigned to a position in which he or she would supervise or would otherwise be directly responsible for the evaluation of a member of his or her immediate family, as defined in DEC(LOCAL).

~~For the purpose of assignments, family members shall include spouse, children, siblings, parent, grandparents, grandchildren, parents-in-law, and siblings-in-law.~~

~~No employee shall be assigned to a position having direct supervisory responsibility or responsibility for appraisal of any member of the employee's family, as listed in this policy.~~

Supplemental Duties

ASSIGNMENT AND SCHEDULES

DK
(LOCAL)

Noncontractual supplemental duties for which supplemental pay is received may be discontinued by either party at any time. Paid supplemental duties are not part of the District's contractual obligation to the employee, and an employee shall hold no expectation of continuing assignment to any paid supplemental duty.

Work Calendars and Schedules

Subject to the Board-adopted budget and compensation plan and in harmony with employment contracts, the Superintendent shall determine required work calendars for all employees. [See DC, EB]

Daily time schedules for all employees shall be determined by the Superintendent or designee and principals.

⁴ ~~Innovation Plan: <https://www.midlandisd.net/>~~

~~PROPOSED REVISIONS~~

~~**Note:** — This local policy has been revised in accordance with the District's innovation plan.⁴~~

School Start Date

~~In accordance with the District's innovation plan, the District shall be exempt from the state law that generally prohibits instruction for students from beginning before the fourth Monday in August.~~

School Calendar

The Superintendent shall be authorized to approve variations from the Board-adopted school calendar, as necessary.

School Closure

The Board delegates to the Superintendent the authority to close schools for reasons of public health and safety.

⁴Innovation Plan: <https://www.midlandisd.net/>

PROPOSED REVISIONS

Note: — This local policy has been revised in accordance with the District's innovation plan.⁴

Minutes of Instruction

~~In accordance with the District's innovation plan, the District shall be exempt from the state law requiring 75,600 minutes of instruction in a school year. The District shall have the flexibility to adjust the minutes of instruction without applying for a waiver.~~

Loss of Class Time

The District shall not remove a student from a regularly scheduled class for tutoring or test preparation for more than ten percent of the school days on which the class is offered without a parent's written consent.

Interruptions

The District shall limit nonacademic activities that interrupt and distract from the academic process and shall enforce the following restrictions:

1. Announcements, other than emergency announcements, shall be made over the public address system only once during the school day.
2. Selling or solicitation shall not be permitted during class time. [For fundraising activities, see FJ]

⁴ Innovation Plan: <https://www.midlandisd.net/>

DELETE POLICY

Note: This local policy has been revised in accordance with the District's [innovation plan](#).¹

Class Size Ratio

In accordance with the District's innovation plan, the District shall be exempt from the state law requiring a district to request a waiver from TEA and notify parents before a class in kindergarten–grade 4 exceeds the required 22:1 student-to-teacher ratio.

The District may increase class sizes in kindergarten–grade 4 when appropriate and in the best interest of students and shall report to the Board when any kindergarten–grade 4 class exceeds the 22:1 ratio.

¹ Innovation Plan: <https://www.midlandisd.net/>

PROPOSED REVISIONS

(see page 2 & 3)

Referral	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the assessment procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
Identification Criteria	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
Assessments	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
Selection	A selection committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
Notification	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

Interdistrict

When a student identified as gifted by a previous school district enrolls in the District, the selection committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Intradistrict

A student who transfers from one campus in the District to the same grade level at another District campus shall continue to receive services in the District's gifted and talented program.

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the selection committee or a parent determines it is in the best interest of the student to exit the program, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may [request the reconsideration of appeal](#) any final decision of the selection committee regarding selection for or exit from the gifted and talented program. [A reconsideration request](#) ~~Appeals~~ shall be made first to the selection committee [to try to resolve the matter informally](#).

Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level ~~Two~~[One](#).

- Program Evaluation** The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.
- Funding** The District's gifted and talented program shall address effective use of funds for programs and services consistent with the standards in the state plan for gifted and talented students.
- Community Awareness** The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every six weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Interim Reports

Interim progress reports shall be issued ~~in accordance with law for afor all students who demonstrates consistent unsatisfactory performance. Other interim reports shall be issued as established by campus grading guidelines~~after the third week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Conferences

In addition to conferences scheduled on the campus calendar, conferences may be requested by a teacher or parent as needed.

Academic Dishonesty

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, the use of artificial intelligence to complete an assignment in part or in whole unless approved by the classroom teacher, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking

into consideration written materials, observation, or information from students or the use of an artificial intelligence detection tool selected by the District [See Artificial Intelligence at CQ(LOCAL)].

PROPOSED REVISIONS

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PROPOSED REVISIONS

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC] The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

Standards for Mastery

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or above on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) ~~higher~~ shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Grades 1-~~8~~5

In grades 1-~~8~~5, promotion to the next grade level shall be based on an overall average of 70 or above in ~~on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for English~~ reading/language arts, mathematics, science, and social studies.

Grades 6-8

In grades 6-8, promotion to the next grade level shall be based on an overall average of 70 or above in English/language arts, mathematics, science, and social studies.

Grades 9-12

Grade-level advancement for students in grades 9-12 shall be earned by course credits applied toward graduation. [See EI]

PROPOSED REVISIONS

Persons Age 21 and Over

The District shall not admit into its public schools any persons ~~who are at least~~ age 21 or over unless otherwise required by law and ~~under age 26 for the purpose of completing the requirements for a high school diploma.~~

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Students Not Enrolled

A student enrolled in a private school, including a homeschool, shall not be eligible for concurrent enrollment in the District nor for participation in curricular or extracurricular activities, except as required by law. [See EEL and FM]

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal, at the appropriate grade level by the Superintendent's designee. Criteria for placement may include:

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student's records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

~~Before recognizing credit in any course earned in an accredited public school outside of Texas or in any accredited nonpublic school, appropriate personnel shall evaluate the student's records and transcript to determine award of appropriate credit.~~

ADMISSIONS

FD
(LOCAL)

~~Nonaccredited
Schools~~

~~When a student enrolls from any nonaccredited public or nonpublic school, appropriate District personnel shall evaluate the student's records and transcript. The District shall require the student to demonstrate mastery of the content or use alternative methods to verify course content before award of course credit.~~

Transition
Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student's available records and other relevant information to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

PROPOSED REVISIONS

Authority	<p>The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.</p> <p><u>A resident student who becomes a nonresident during the course of a semester shall be permitted to continue in attendance for the remainder of the semester.</u></p>
Transfer Requests	<p>Any nonresident student who wishes<u>wishing</u> to transfer into the District, including a resident student who becomes a nonresident during the course of a school year, shall file an application for transfer <u>each school year</u> with the Superintendent or designee. Transfers shall be granted for one regular school year at a time and shall not continue without a new application for each school year.</p>
Factors	<p>In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff, the student's disciplinary history, and attendance records.</p>
Transfer Agreements	<p>A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.</p>
Tuition	<p><u>If the District charges tuition.</u> The <u>the</u> amount of annual tuition to be charged shall be set by the Board, within statutory limits.</p>
Waivers	<p>When the child of a nonresident District employee is granted a transfer under this policy, the District shall waive any applicable tuition.</p> <p>The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]</p>
Nonpayment	<p>The District may initiate withdrawal of students whose tuition payments are delinquent.</p>
Appeals	<p>Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.</p>

PROPOSED REVISIONS

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. A student shall be required to submit verification of these absences in accordance with administrative regulations.

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Career Investigation

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent 10 consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate ~~or recover~~ the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

**Students Attending
Homeschools**

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

PROPOSED REVISIONS

	<p><u>This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.</u></p>
<p><u>Absences Considered</u></p>	<p><u>Except as otherwise provided by law, all absences incurred while enrolled in the District shall be considered in determining whether a student has attended the required percentage of days under this policy.</u></p>
<p><u>Attendance Committees</u></p>	<p><u>The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.</u></p> <p><u>The Superintendent shall make the specific appointments in accordance with legal requirements.</u></p>
<p><u>Parental Notice of Excessive Absences</u></p>	<p><u>A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.</u></p>
<p><u>Methods for Regaining Credit or Awarding a Final Grade</u></p>	<p><u>When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.</u></p> <p><u>If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.</u></p> <p><u>Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than the last day of classes.</u></p> <p><u>The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.</u></p> <p><u>A student who has lost credit or has not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.</u></p>

Personal Illness

The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.

When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]

The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.

The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

Imposing Conditions for Awarding Credit or a Final Grade

The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
2. Completing additional assignments, as specified by the committee or teacher.
3. Attending tutorial sessions as scheduled.
4. Completing other instructional programs, as specified by the committee.
5. Taking an examination to earn credit. [See EHDB]

In all cases, the student must earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

Note: ~~This local policy has been revised in accordance with the District's innovation plan.⁴~~

~~In accordance with the District's innovation plan, the District shall be exempt from the state law regarding minimum attendance for credit or a final grade.~~

~~The District shall allow students additional opportunities to obtain or recover credits in an innovative format.~~

⁴ ~~Innovation Plan: <https://www.midlandisd.net/>~~

PROPOSED REVISIONS

Students shall not be released from school at times other than regular dismissal hours except with the permission of the principal of the school. The teacher shall determine that such permission has been granted before allowing the student to leave.

Private Lessons

Students shall not be excused during school hours for private lessons of any nature.

~~The District permits released time for students for private lessons in music, art, dance, or other fields not available in the regular school curriculum for one hour per week.~~

PROPOSED REVISIONS

(see page 3)

The District shall support the general wellness of all students by implementing measurable goals to promote sound nutrition and student health and to reduce childhood obesity.

[See EHAA for information regarding the District's coordinated school health program.]

Development, Implementation, and Review of Guidelines and Goals

The local school health advisory council (SHAC), on behalf of the District, shall review and consider evidence-based strategies and techniques and shall develop nutrition guidelines and wellness goals as required by law. In the development, implementation, and review of these guidelines and goals, the SHAC shall permit participation by parents, students, representatives of the child nutrition services department, physical education teachers, school health professionals, members of the Board, school administrators, and members of the public.

[See BDF for required membership of the SHAC.]

Wellness Plan

The SHAC shall develop a wellness plan to implement the District's nutrition guidelines and wellness goals. The wellness plan shall, at a minimum, address:

1. Strategies for soliciting involvement by and input from persons interested in the wellness plan and policy;
2. Objectives, benchmarks, and activities for implementing the wellness goals;
3. Methods for measuring implementation of the wellness goals;
4. The District's standards for foods and beverages provided, but not sold, to students during the school day on a school campus; and
5. The manner of communicating to the public applicable information about the District's wellness policy and plan.

The SHAC shall review and revise the plan on a regular basis and recommend revisions to the wellness policy when necessary.

Nutrition Guidelines

Foods and Beverages Sold

The District's nutrition guidelines for reimbursable school meals and all other foods and beverages sold or marketed to students during the school day shall be designed to promote student health and reduce childhood obesity and shall be at least as restrictive as federal regulations and guidance, except when the District allows

an exemption for fundraising activities as authorized by state and federal rules. [See CO and FJ]

Foods and
Beverages Provided

The District shall establish standards for all foods and beverages provided, but not sold, to students during the school day. These standards shall be addressed in the District's wellness plan.

Wellness Goals

Nutrition Promotion
and Education

The District shall implement, in accordance with law, a coordinated school health program with a nutrition education component. [See EHAA] The District's nutrition promotion activities shall encourage participation in the National School Lunch Program, the School Breakfast Program, and any other supplemental food and nutrition programs offered by the District.

The District establishes the following goals for nutrition promotion:

1. The District's food service staff, teachers, and other District personnel shall consistently promote healthy nutrition messages in cafeterias, classrooms, and other appropriate settings.
2. The District shall share educational nutrition information with families and the general public to promote healthy nutrition choices and positively influence the health of students.

The District establishes the following goals for nutrition education:

1. The District shall deliver nutrition education that fosters the adoption and maintenance of healthy eating behaviors.
2. The District shall provide professional development so that teachers and other staff responsible for the nutrition education program are adequately prepared to effectively deliver the program.

Physical Activity

The District shall implement, in accordance with law, a coordinated health program with physical education and physical activity components and shall offer at least the required amount of physical activity for all grades. [See BDF, EHAA, EHAB, and EHAC]

The District establishes the following goals for physical activity:

1. The District shall provide an environment that fosters safe, enjoyable, and developmentally appropriate fitness activities for all students, including those who are not participating in physical education classes or competitive sports.
2. The District shall provide appropriate staff development and encourage teachers to integrate physical activity into the academic curriculum where appropriate.

STUDENT WELFARE
WELLNESS AND HEALTH SERVICES

FFA
(LOCAL)

3. The District shall make appropriate training and other activities available to District employees in order to promote enjoyable, lifelong physical activity for District employees and students.
4. The District shall encourage parents to support their children's participation, to be active role models, and to include physical activity in family events.
5. The District shall encourage students, parents, staff, and community members to use the District's recreational facilities, such as tracks, playgrounds, and the like, that are available outside of the school day. [See GKD]

Other School-Based
Activities

The District establishes the following goals to create an environment conducive to healthful eating and physical activity and to promote and express a consistent wellness message through other school-based activities:

1. The District shall promote wellness for students and their families at suitable District and campus activities.
2. The District shall promote employee wellness activities and involvement at suitable District and campus activities.

Implementation

The ~~chief financial officer~~ [Superintendent](#) shall oversee the implementation of this policy and the development and implementation of the wellness plan and appropriate administrative procedures.

Evaluation

The District shall comply with federal requirements for evaluating this policy and the wellness plan.

Public Notification

The District shall annually inform and update the public about the content and implementation of the wellness policy, including posting on its website copies of the wellness policy, the wellness plan, and the required implementation assessment.

Records Retention

The District shall retain all the required records associated with the wellness policy, in accordance with law and the District's records management program. [See CPC and FFA(LEGAL)]

PROPOSED REVISIONS

(see page 1)

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

Medication Provided by District

Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

First-Aid

The District shall purchase certain topical nonprescription medications for use when administering first aid to students in accordance with administrative regulations.

The Superintendent shall designate the employees who are authorized to administer nonprescription medication under this provision.

Athletic Program

The District shall purchase nonprescription medication that may be used to prevent or treat illness or injury in the District's athletic program. Only a licensed athletic trainer or a physician licensed to practice medicine in the state of Texas may administer this medication and may do so only if:

1. The District has prior written consent for medication to be administered [see Medical Treatment, below]; and
2. The administration of a medication by an athletic trainer is in accordance with a standing order or procedures approved by a physician licensed to practice medicine in the state of Texas.

Opioid Antagonist

This provision shall be applicable to every campus.

WELLNESS AND HEALTH SERVICES
MEDICAL TREATMENT

FFAC
(LOCAL)

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

*Maintenance,
Availability,
Training, and
Reporting*

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

PROPOSED REVISIONS

(see pages 1, 4 & 5)

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The ~~chief of administrative services~~ deputy superintendent is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any accelerated education plan developed for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.

- b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]
- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents

may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Board member, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;

4. Reviewing an education record to fulfill the official's professional responsibility; or
5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The executive director of special services shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the ~~office of special education~~ [services office](#).

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within 10 District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within 10 District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and
2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes — all District publications and announcements — directory information shall include student name, ~~address~~, photograph, date of birth, major field of study, honors and awards, dates of attendance, grade level, enrollment status, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

All Other Purposes

For all other purposes, directory information shall include student name, address, major field of study, honors and awards, dates of attendance, grade level, enrollment status, participation in officially recognized activities and sports, and weight and height of members of athletic teams.

PROPOSED REVISIONS

Extracurricular Activity Absences

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board.

The District shall not limit an eligible student's absences related to participation in extracurricular activities. [See FM(LEGAL)]

~~A student shall be allowed a maximum of 15 absences in a school year for extracurricular activities not related to post-district competition; however, a student shall be allowed unlimited absences for participation in post-district, state, or national competition.~~

No Pass, No Play Exemptions for Honors Courses

~~In addition to courses identified in state rules as exempt from no pass, no play provisions, the District shall consider as honors courses, for the purpose of this exemption, all Pre-Advanced Placement (AP) courses in English language arts, mathematics, science, social studies, and languages other than English, as well as any other courses in those subjects considered as honors courses for the purpose of calculating class ranking. [See EIC(LOCAL) and FM(LEGAL)]~~

~~Limits on Exemptions~~

~~A student may request an exemption from the no pass, no play rule for a failing grade in a course identified as an honors course by state rules or the District. The principal shall grant or deny the request, in accordance with administrative regulations established by the Superintendent.~~

Use of District Facilities

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

[For eligibility of private school students, including homeschool students, to participate in extracurricular activities, see FD(LOCAL).]

PROPOSED REVISIONS

Purpose	The District's dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.
General Guidelines	<p>Students shall be dressed and groomed in a manner that is clean and neat and that will not be a health or safety hazard to themselves or others. The District prohibits any clothing or grooming that in the principal's judgment may reasonably be expected to cause disruption of or interference with normal school operations.</p> <p>The District prohibits pictures, emblems, or writings on clothing that:</p> <ol style="list-style-type: none">1. Are lewd, offensive, vulgar, or obscene.2. Advertise or depict tobacco products, alcoholic beverages, drugs, or any other substance prohibited under FNCF(LEGAL). <p>The student and parent may determine the student's personal dress and grooming standards, provided that they comply with the general guidelines set out above and with the student dress code and any uniform rules outlined in the student handbook. Students attending a campus that requires standardized dress shall comply with the provisions of that program as outlined in this policy and in the student handbook.</p>
Extracurricular Activities	The principal, in cooperation with the sponsor, coach, or other person in charge of an extracurricular activity, may regulate the dress and grooming of students who participate in the activity. Students who violate dress and grooming standards established for such an activity may be removed or excluded from the activity for a period determined by the principal or sponsor and may be subject to other disciplinary action, as specified in the Student Code of Conduct. [See FO series]
Standardized Dress	The use of standardized dress is intended to improve students' self-esteem, bridge socio-economic differences among students, and promote positive behavior, thereby enhancing school safety and improving the learning environment.
Purpose	
Implementation	<p>With prior Board approval, a campus shall be permitted to implement a standardized dress program in accordance with administrative regulations.</p> <p>Upon adoption of a standardized dress program, the parent or guardian shall be notified at least 90 days prior to implementation of the program. [See FNCA(LEGAL)]</p>

~~Before requiring students to comply with standardized dress rules, a campus principal, in consultation with the campus educational improvement council, shall request Board approval to institute a standardized dress program. The request must be approved by the Board at least 90 calendar days prior to the implementation date of the standardized dress requirement. The request presented to the Board shall:~~

- ~~1. Include a detailed and specific description of the dress options, with enough variety of options so that the dress requirements would not constitute a uniform.~~
- ~~2. Include a plan for providing standardized dress for economically disadvantaged students.~~
- ~~3. Be consistent with the provisions of this dress code policy.~~
- ~~4. Specify disciplinary consequences for students who violate the standardized dress requirements.~~

Funding

The District's governmental funds shall not be used to purchase standardized dress items without specific approval by the Board. The funding source for providing standardized dress items for economically disadvantaged students may include one or more of the following:

1. Donations, gifts, and grants;
2. Funds generated at the campus level by students, staff, and the PTA; and
3. Any other source approved by the Board.

~~Dress for Special Occasions~~

~~The principal of a campus for which standardized dress is required may allow all students or designated groups of students to vary from the requirements for special occasion days or specific school-sponsored or school-related activities.~~

PROPOSED REVISIONS

(see pages 6 & 7)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with the FFH series.
2. Complaints concerning dating violence shall be submitted in accordance with the FFH series.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with the FFH series.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.

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10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

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**Freedom from
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are postmarked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of

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	<p>events that have been or could have been addressed in a previous complaint.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiled is within the designated time for filing.</p>
Level One	<p>Complaint forms must be filed:</p> <ol style="list-style-type: none">1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and2. With the lowest level administrator who has the authority to remedy the alleged problem. <p>In most circumstances, students and parents shall file Level One complaints with the campus principal.</p> <p>If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.</p> <p>If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint</p>

form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the designated Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administrator believes will help resolve the complaint. ~~The Level Two administrator may remand the complaint to Level One at his or her discretion.~~

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. A summary of all previous oral testimony.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

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The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two; ~~however, the Board may remand the complaint to Level Two for further consideration.~~

PROPOSED REVISIONS

~~**Note:** — This local policy has been revised in accordance with the District's innovation plan.⁴~~

~~**Campus Behavior Coordinator**~~

~~In accordance with the District's innovation plan, the District shall be exempt from the state law requiring that a single person at each campus be designated to serve as the campus behavior coordinator (CBC).~~

~~The District shall support a collaborative approach to the development of effective, individualized responses to discipline issues.~~

Student Code of Conduct

The District's rules of discipline are maintained in the Board-adopted Student Code of Conduct and are established to support an environment conducive to teaching and learning.

Rules of conduct and discipline shall not have the effect of discriminating on the basis of gender, race, color, disability, religion, ethnicity, or national origin.

At the beginning of the school year and throughout the school year as necessary, the Student Code of Conduct shall be:

1. Posted and prominently displayed at each campus or made available for review in the principal's office, as required by law; and
2. Made available on the District's website and/or as a hard copy to students, parents, teachers, administrators, and others on request.

Revisions

Revisions to the Student Code of Conduct approved by the Board during the year shall be made available promptly to students and parents, teachers, administrators, and others.

Extracurricular Standards of Behavior

With the approval of the principal and Superintendent, sponsors and coaches of extracurricular activities may develop and enforce standards of behavior that are higher than the District-developed Student Code of Conduct and may condition membership or participation in the activity on adherence to those standards. Extracurricular standards of behavior may take into consideration conduct that occurs at any time, on or off school property.

A student shall be informed of any extracurricular behavior standards at the beginning of each school year or when the student first begins participation in the activity. A student and his or her parent shall sign and return to the sponsor or coach a statement that they

have read the extracurricular behavior standards and consent to them as a condition of participation in the activity.

Standards of behavior for an extracurricular activity are independent of the Student Code of Conduct. Violations of these standards of behavior that are also violations of the Student Code of Conduct may result in independent disciplinary actions.

A student may be removed from participation in extracurricular activities or may be excluded from school honors for violation of extracurricular standards of behavior for an activity or for violation of the Student Code of Conduct.

“Parent” Defined

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

General Discipline Guidelines

A District employee shall adhere to the following general guidelines when imposing discipline:

1. A student shall be disciplined when necessary to improve the student’s behavior, to maintain order, or to protect other students, school employees, or property.
2. A student shall be treated fairly and equitably. Discipline shall be based on an assessment of the circumstances of each case. Factors to consider shall include:
 - a. The seriousness of the offense;
 - b. The student’s age;
 - c. The frequency of misconduct;
 - d. The student’s attitude;
 - e. The potential effect of the misconduct on the school environment;
 - f. Requirements of Chapter 37 of the Education Code; and
 - g. The Student Code of Conduct adopted by the Board.
3. Before a student under 18 is assigned 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.

Corporal Punishment

The Board prohibits the use of corporal punishment in the District. Students shall not be spanked, paddled, or subjected to other physical force as a means of discipline for violations of the Student Code of Conduct.

Physical Restraint

Note: A District employee may restrain a student with a disability who receives special education services only in accordance with law. [See FOF(LEGAL)]

Within the scope of an employee's duties, a District employee may physically restrain a student if the employee reasonably believes restraint is necessary in order to:

1. Protect a person, including the person using physical restraint, from physical injury.
2. Obtain possession of a weapon or other dangerous object.
3. Protect property from serious damage.
4. Remove a student refusing a lawful command of a school employee from a specific location, including a classroom or other school property, in order to restore order or to impose disciplinary measures.

Video and Audio Monitoring

Video and audio recording equipment shall be used for safety purposes to monitor student behavior on District property.

The District shall post signs notifying students and parents about the District's use of video and audio recording equipment. Students shall not be notified when the equipment is turned on.

Use of Recordings

The principal shall review recordings as needed, and evidence of student misconduct shall be documented. A student found to be in violation of the District's Student Code of Conduct shall be subject to appropriate discipline.

Access to Recordings

Recordings shall remain in the custody of the campus principal and shall be maintained as required by law. A parent or student who wishes to view a recording in response to disciplinary action taken against the student may request such access under the procedures set out by law. [See FL(LEGAL)]

⁴ ~~Innovation Plan: <https://www.midlandisd.net/>~~

PROPOSED REVISIONS

(see pages 5 & 6)

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the designated Level Two administrator to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Level Two administrator shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Level Two administrator may set reasonable time limits for the conference.

The Level Two administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Level Two administrator may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Level Two administra-

tor believes will help resolve the complaint. ~~The Level Two administrator may remand the complaint to Level One at his or her discretion.~~

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. A summary of all previous oral testimony.
5. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall

hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two; ~~however, the Board may remand the complaint to Level Two for further consideration.~~

PROPOSED REVISIONS

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

Scope of Use

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage school property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

Nonprofit Fund-Raising

The District shall permit nonprofit organizations to conduct fund-raising events on District property when these activities do not conflict with school use or with this policy.

For-Profit Use

The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

Campaign-Related Use

Except to the extent that a District facility is used as an official polling place, District facilities shall not be available for use by individuals or groups for political advertising, campaign communications, or electioneering, as those terms are used in state law.

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent ~~or designee~~ shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

Approval of Use	The Superintendent or designee is authorized to approve any nonschool use of any District facility.
Exception	No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.
Emergency Use	In case of emergencies or disasters, the Superintendent or designee may authorize the use of District facilities by civil defense, health, or emergency service authorities.
Use Agreement	Any organization or individual approved for a nonschool use of District facilities shall be required to complete a written agreement <u>indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.</u>
Fees for Use	Nonschool users shall be charged a fee for the use of designated District facilities. The Superintendent shall establish and publish a schedule of fees <u>based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.</u>
Exceptions	Fees shall not be charged when District facilities are used: <ol style="list-style-type: none">1. For public meetings sponsored by state or local governmental agencies; or2. By District employee professional organizations [see DGA].
Required Conduct	Persons or groups using District facilities shall: <ol style="list-style-type: none">1. Conduct business in an orderly manner.2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms, and the use of tobacco products or e-cigarettes on school property. [See GKA]3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent. <p>All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.</p>

16. Information Items
A. Board Committee Monthly Report



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024
Presented By: Board of Trustees
Subject: Board Committee Monthly Report

Information Item

Board Goal(s)

Strategic Plan Goal #4

FINANCE COMMITTEE MEETING

On September 9, 2024, the Midland ISD Board Finance Committee met. The following summarizes the agenda of the meeting:

Total Taxable Certified Values

The Committee reviewed the total taxable certified values and noted an overall 3.1% increase from 2023 to 2024, with the amount rising from \$50,328,179,524 to \$51,907,537,864. Specifically, the Real Property increased by 6.2%, from \$17,236,472,969 in 2023 to \$18,301,017,551 in 2024. Business Personal Property saw a significant rise of 13.1%, moving from \$2,408,198,942 in 2023 to \$2,724,738,471 in 2024. Industrial Personal Property also experienced a 13.1% increase, going from \$6,927,194,276 in 2023 to \$7,832,139,040 in 2024. Conversely, the Mineral Property amount decreased by 3.1%, from \$23,756,313,337 in 2023 to \$23,049,642,802 in 2024.

The Committee also discussed Homestead Property market value, which increased by 3.39% from \$340,515 in 2023 to \$352,048 in 2024. The average Homestead was 3.80%, from \$333,275 in 2023 to \$345,946 in 2024. The Homestead Cap Loss decreased from \$227,890,772 to \$195,822,807. Additionally, the circuit breaker loss for 2024 totaled \$464,047,089, which was included in the 88th Legislative Special Session. The circuit breaker loss is a provision recently passed to cap the amount property appraised values can increase by 20 % annually, including minerals. While this might not be a large loss for tax year 2024, this could have future consequences if we have a large dip in appraisal values from one year to the next as they will be capped when the values trend back upwards. As of July 24, 2024, property under protest amounted to \$6,008,966,065, representing 10.26% of the gross value.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Proposed Tax Rate for Tax Year 2024 & Defeasance Order

The Committee reviewed the proposed tax rates for the 2024-2025 fiscal year in comparison to those for the 2023-2024 fiscal year, noting that the total tax rate would remain unchanged. The Maximum Compressed Rate (MCR) for 2023-2024 was \$0.6195, while the proposed rate for 2024-2025 is slightly lower at \$0.6169. The golden penny rate increased from \$0.0400 in 2023-2024 to \$0.0500 in 2024-2025. The golden penny was not previously adopted due to the implications of the Formula Transition Grant in prior years. The total Maintenance and Operations (M&O) Rate rose from \$0.6595 in 2023-2024 to a proposed \$0.6669 for 2024-2025, while the total Interest and Sinking (I&S) Rate decreased from \$0.2175 to a proposed \$0.2101. Despite these changes, the total tax rate remains at \$0.8770 for both fiscal years. The Texas Education Agency (TEA) set the floor rate at \$0.6169 and the ceiling rate at \$0.6855, with the MCR determined annually based on property values. With the property value growth, MISD's MCR rate for tax year 2024 is \$0.6169.

Historically, tax rates have decreased due to state tax compression. The primary change from 2023 to 2024 is a slight increase in the M&O rate (from \$0.6595 to \$0.6669) in order to get the 5th golden penny, not subject to recapture, and a slight decrease in the I&S rate (from \$0.2175 to \$0.2101) for an overall flat tax rate.

The required ordinance for adopting the ad valorem tax rate will be discussed and adopted by the Board of Trustees on September 17th. This tax rate will generate more revenue for maintenance and operations compared to last year. If the tax rate is higher than the no new revenue rate located on the truth in taxation worksheet, the ordinance must include a statement that the rate will effectively rise by a percentage and the equivalent dollar amount. For MISD, it's a 0.2871% increase, resulting in an approximate increase of \$1.91 in maintenance and operations taxes on a \$100,000 home.

Regarding the defeasance order for the two outstanding bond series prior to the approval of the 2023-2024 bond, the current outstanding principal is \$14,065,000 for Series 2017 and \$1,865,000 for Series 2020, totaling \$15,930,000. A required payment of \$3,840,000 for Series 2017 and \$170,000 for Series 2020 will be made in February 2025. The estimated defeased principal for Series 2017 will be approximately \$9,465,000. The remaining principal will be \$760,000 for Series 2017 and \$1,695,000 for Series 2020, totaling \$2,455,000. This will depend on property tax collections and the economic outlook in July of next year, with the possibility of defeasing a portion of the remaining balance.

Unfunded & Underfunded Mandates

The Committee reviewed the issue of unfunded and underfunded mandates. The MISD Board has approved a commitment to ensure fair and transparent accountability and fully funded schools. The basic allotment for education has remained flat since 2019, set at \$6,160 per student.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

The unfunded mandates identified include Pre-Kindergarten (Pre-K), safety and security, and accelerated instruction. Pre-K funding is currently supported by 44% of State funding based on total program expenses and 46% based on the number of Pre-K seats and the percentage of eligible students. Safety and security funding is notably underfunded, with a shortfall of \$2.2 million, specifically for salaries.

RFP for Police Department Vehicles

The Committee discussed the RFP for 12 new vehicles for the Police Department.

Additional background information provided included that the Police Department currently employs 32 officers and 3 school safety officers. The committee also reviewed financial considerations related to the acquisition of these vehicles, discussing the options of leasing versus purchasing.

Plan for 2025 - 2026 Budget & Legislative Information

The Committee reviewed the basic allotment, which was increased to \$6,160 per student during the 86th Legislative Session, with funding based on Average Daily Attendance (ADA). Despite this increase, inflation has risen by 23%, while the basic allotment has remained unchanged. Consequently, the District's purchasing power in the 2025 fiscal year is lower compared to the 2020 fiscal year.

To maintain the same purchasing power as in the 2020 fiscal year, the District would need approximately an additional \$89.5 million for the 2024-2025 school year. This figure does not account for increased spending or improvements, but merely aims to preserve existing buying power.

Any increase in the basic allotment is directly linked to compensation requirements. Specifically, 30% of the net revenue increase from the basic allotment increase would be required to be spend on salary increases for full-time employees excluding administrators. Of this, 75% must be allocated to increase compensation for teachers, nurses, counselors, and librarians. Additionally, there is an emphasis on prioritizing differentiated compensation for teachers with more than five years of experience.

A scenario was discussed where an increase in the basic allotment by \$500 could potentially generate an estimated \$15.3 million in additional net revenue, based on current assumptions. Out of this, \$4.6 million would need to be allocated for raises, resulting in a net revenue increase of \$10.7 million for the District.

In the Senate Finance meeting, held on September 4, 2024, interim changes were discussed, including the continuation of property tax cuts. The goals include reducing all school district Maintenance and Operations (M&O) property tax rates, cutting all school district property taxes,



Midland Independent School District

BOARD OF TRUSTEES AGENDA

and reducing overall property taxes. There will also be ongoing monitoring of property tax relief measures.

Lastly, the Committee reviewed the budget calendar for the 2024-2025 school year, which impacts the 2025-2026 budget. The Finance Committee meetings are scheduled for September 9th, November 13th, February 19th, and May 14th. Staffing budget meetings will take place in September and October. The Comptroller will release property values on January 31, 2025. The Board is set to adopt the budget for the 2025-2026 school year and finalize the budget amendment on June 24, 2025, during the board meeting.

Board Members and Staff Present: Committee Chair - Bryan Murry, Board Secretary- Sara Burleson, Trustee- Michael Booker, Superintendent - Dr. Stephanie Howard, Chief of Police - Scott McKown, Executive Director of Finance - Julia Willett-Weekly, Budget Coordinator - Jacqueline Aguirre, Executive Assistant - Shelley Martin

Staff Presenter: Tucker Durham, Chief Financial Officer

EDUCATION FOUNDATION COMMITTEE

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

On September 12, 2024, the Education Foundation Committee met. The committee has a 19 member board of directors made up of Midland community members.

- President's Report - Brian Stubbs
- Superintendent's Report - Cortney Smith for Dr. Howard
 - Legislative Updates
 - Facilities Updates
- MISD Trustee report - Anita Gamertsfelder for Sara Burleson
 - New school name will be presented at upcoming board meeting
 - 4 Trustee seats up for reelection
- Vice President - Bhavika Bhakta
 - MEF Board Matrix review
- Director Report - Anita Gamertsfelder
 - October and November agendas
 - Upcoming meeting dates
 - Changes with marketing company
 - Value Highlight - Integrity and Collaboration
- Golf Committee update
- Grants Committee update
 - Micro Grants



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Trustee Board Members and Staff Present:

Cortney Smith

Contact Person

Anita Gamertsfelder

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.

POLICY COMMITTEE

Board Goal(s)

Strategic Plan Goal 1-5

Executive Summary

On September 20, 2024, the Midland ISD Board Policy Committee met and discussed the following proposed policy revisions which resulted from a recent comprehensive policy review:

BBB(LOCAL) – Board Members: Elections

This revision adds additional election years to the already existing policy.

BBD(LOCAL) – Board Members: Training and Orientation

This new policy outlines the responsibilities of the Superintendent in receiving training for Board members and mandates compliance with Government Code 552.012, particularly related to the Public Information Act (PIA). It also requires reporting of Board member continuing education credits at the last regular meeting before the uniform election date.

BBE(LOCAL) – Board Members: Authority

This revision emphasizes the limits of individual Board member authority, specifying that individual members cannot act on behalf of the Board unless explicitly authorized. It also details access to information, confidentiality, and records requests, ensuring clear governance.

BBF(LOCAL) – Board Members: Ethics

A new policy outlining ethical standards for Board members, emphasizing fairness, respect, accountability, and integrity in their duties. It lists specific expectations regarding conduct and decision-making to ensure ethical behavior.

BBG(LOCAL) – Board Members: Compensation and Expenses

The revision clarifies that Board member travel expenses will be approved annually and reimbursed according to legal requirements. It outlines two methods of reimbursement and emphasizes accurate accounting to ensure compliance with state and federal guidelines.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

BDAA(LOCAL) – Officers and Officials: Duties and Requirements of Board Officers

This revision specifies the roles and duties of Board officers, including election procedures and terms. It reinforces the Board President's rights in presiding over meetings and clarifies the process for filling vacancies.

BDB(LOCAL) – Board Internal Organization: Internal Committees

A new policy establishing that special committees created by the Board will have advisory roles only. It details the appointment process by the Board President and specifies that committee business must be reported for Board approval.

BDD(LOCAL) – Board Internal Organization: Attorney

The policy has been revised to clarify the role of in-house counsel in legal matters. It removes "outside counsel" from direct employee access and emphasizes that the in-house counsel retains final authority on legal recommendations to the Board.

BP(LOCAL) – Administrative Regulations

A new policy outlining the Superintendent's responsibility to maintain up-to-date administrative regulations. These procedures, which include handbooks, forms, and manuals, must align with Board policy and will not require Board adoption.

BQA(LOCAL) – Planning and Decision-Making Process: District-Level

This revision clarifies the name of the District Educational Improvement Council. It also includes language concerning the election of members.

BQB(LOCAL) – Planning and Decision-Making Process: Campus-Level

Similar to BQA, this policy revision focuses on campus-level committees, clarifying language regarding their membership.

CCA(LOCAL) – Local Revenue Sources: Bond Issues

This policy is being deleted because its provisions are already included in the corresponding LEGAL policy.

CDA(LOCAL) – Other Revenues: Investments

This revision incorporates changes suggested by the District's investment advisors concerning the regular monitoring of market prices and the requirements for sellers of investments.

CFB(LOCAL) – Accounting: Inventories

The capitalization threshold for individual capital assets has been raised from \$5,000 to \$10,000. This increases the financial threshold for how assets are classified in accordance with new federal regulations.

CH(LOCAL) – Purchasing and Acquisition

The revision clarifies exceptions for cooperative purchasing program purchases, such that Board approval is not required. Instead, those purchases will be reported to the Board at least quarterly. There is no substantive change in policy.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

CO(LOCAL) – Food and Nutrition Management

The revision allows students with insufficient meal balances to continue purchasing up to five meals without interest or fees.

COB(LOCAL) – Food and Nutrition Management: Free and Reduced-Price Meals

This revision reflects the District's participation in the federal Community Eligibility Provision (CEP), which provides free meal services to all students.

CPC(LOCAL) – Office Management: Records Management

The revision assigns the Director of Procurement as the Records Management Officer, responsible for overseeing the District's financial records program.

CQ(LOCAL) – Technology Resources

This revision addresses the use of artificial intelligence in the District's schools. It permits the exploration and use of Artificial Intelligence (AI) tools by students and employees under controlled conditions.

DBA(LOCAL) – Employment Requirements and Restrictions: Credentials and Records

The revision deletes language concerning the District of Innovation plan as it is included in the LEGAL policy.

DCE(LOCAL) – Employment Practices: Other Types of Contracts

This revision removes the list of positions which will be employed under non-Chapter 21 contracts, which are not governed by Chapter 21 of the Education Code. It instead inserts a reference to the list approved by the Board.

DEAB(LOCAL) – Compensation Plan: Wage and Hour Laws

The revision requires the District to annually pay any employee for compensatory time in excess of the 60 hour cap.

DEC(LOCAL) – Compensation and Benefits: Leaves and Absences

This policy revision removes "aunt, uncle, niece, nephew, and cousin" from the definition of "immediate family," clarifies the District's definition of "catastrophic illness or injury," and edits provisions related to state leave proration. The policy clarifies the criteria under which the District may require medical certification prior to granting leave to an employee. It also clarifies language regarding FMLA leave, temporary disability leave, and workers' compensation. Finally, the revision adds a neutral absence control provision that allows the District to immediately pursue termination when an employee refuses to return to work after all available leave has been exhausted.

DEE(LOCAL) – Expense Reimbursement

This policy revision simplifies meal reimbursement during authorized overnight travel by providing an option for per diem payment, removing the requirement for receipts in those cases.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

DGBA(LOCAL) – Employee Complaints/Grievances

The revision deletes repetitive language concerning the Superintendent’s authority to delegate and the requirement to make an audio recording of each grievance meeting/hearing.

Additionally, the policy now prevents the Level Two or Level Three hearing officer from remanding the grievance to the previous level.

DH(LOCAL) – Employee Standards of Conduct

The update adds language requiring each employee to adhere to District safety rules and regulations. It also deletes language which prohibited the recording of conversations between district employees which violates prevailing state law.

DHE(LOCAL) – Searches and Alcohol/Drug Testing

This revision simplifies the language surrounding the District's procedures for alcohol and drug testing based on reasonable suspicion, including testing for employees covered by Department of Transportation (DOT) rules.

DK(LOCAL) – Assignment and Schedules

The revision strips language related to the District’s innovation plan, which is included elsewhere in policy, and simplifies the language concerning the assignment of employees who are related to one another.

EB(LOCAL) – School Year

This revision removes a reference to the District’s innovation plan, which is located in EB(LEGAL).

EC(LOCAL) – School Day

Like EB(LOCAL), this revision removes a reference to the District’s innovation plan, which is located in EC(LEGAL).

EEB(LOCAL) – Class Size

This policy is deleted due to the District’s exemption language being included in EEB(LEGAL).

EHBB(LOCAL) – Gifted and Talented Students

The revision updates procedures for requesting reconsideration of the final decision made by the selection committee concerning selection for or exit from the gifted and talented program.

EIA(LOCAL) – Grading/Progress Reports to Parents

The revision requires that progress reports be distributed in every class after the third week of the grading period and addresses changes in the academic dishonesty policy related to artificial intelligence tools.

EIE(LOCAL) – Retention and Promotion

This policy revision clarifies the grade average ~~required~~ required for promotion to the next grade level. No substantive changes are being considered.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

FD(LOCAL) – Admissions

The revision updates policies related to students transferring from non-accredited schools.

FDA(LOCAL) – Interdistrict Transfers

This revision authorizes the Superintendent to permit a student who leaves the District during the course of a semester to remain until the end of that semester, and clarifies the language concerning tuition for non- resident students.

FEA(LOCAL) – Compulsory Attendance

There are no substantive changes, simply a clarification of language concerning students who have dropped out of school.

FEC(LOCAL) – Attendance for Credit

The revision addresses the attendance requirements for earning credit or a final grade, stating that students must attend at least 90% of class days. It introduces a procedure for earning credit or a final grade by completing a plan approved by the principal when attendance falls between 75% and 90%. The policy allows for an attendance committee to consider extenuating circumstances and offers options for regaining credit.

FEF(LOCAL) – Released Time

This policy specifies that students will no longer be allowed an excused absence for private lessons during school hours.

FFA(LOCAL) – Wellness and Health Services

This policy revision requires the Superintendent, and not the CFO, to oversee the employee wellness plan.

FFAC(LOCAL) – Medical Treatment

The revision adds provisions for the use of nonprescription medication to treat illness or injury in the District’s athletics program.

FL(LOCAL) – Student Records

This policy revision clarifies that the Deputy Superintendent is the District’s official custodian of records, and removes student address from the list of directory information which may be released for school- sponsored purposes.

FM(LOCAL) – Student Activities

This policy update specifies that there will no longer be any limit to the number of excused absences a student may receive related to participation in extracurricular activities. “No Pass, No Play” language has been removed since it is located at FM(LEGAL).

FNCA(LOCAL) – Dress Code

The revised policy removes language related to ^{389.}the implementation of a standardized dress code at any campus, which shall instead be located in administrative regulations.



Midland Independent School District

BOARD OF TRUSTEES AGENDA

FNG(LOCAL) – Student and Parent Complaints/Grievances

This policy revision removes the right of the Level Two or Level Three hearing officer to remand a complaint to a lower level.

FO(LOCAL) – Student Discipline

The policy revision removes unnecessary language related to the District’s exemption from naming campus behavior coordinators in accordance with its District innovation plan.

GF(LOCAL) – Public Complaints

This policy revision removes the right of the Level Two or Level Three hearing officer to remand a complaint to a lower level.

GKD(LOCAL) – Non-School Use of School Facilities

This policy revision updates language related to third parties indemnifying the District for their non-school use of our facilities, as well as clarifying the fees to be paid by third parties using our facilities.

After review and discussion, all of the proposed policies were approved to be heard by the Board for potential adoption.

Board Members and Staff Present:

Committee Chair Trustee Robert Marquez, Board President Tommy Bishop, Superintendent Dr. Stephanie Howard, Deputy Superintendent Robert Cedillo, and General Counsel Chad Crowson

Board Members Absent:

Board Secretary Sara Burlison

Contact Person:

Chad Crowson, General Counsel



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented by: Roy Garcia, Interim Chief of Human Capital

Subject: Human Capital Monthly Report

Information Item

Financial Impact

N/A

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

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

Roy Garcia

Enclosure

Staffing Update, Personnel Appointments, Resignations, and Retirements



STAFFING UPDATE

October 2024

District Resignation/Retirement data as of September 30, 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
2021-22	57	17	18	6	11	27	8	13	17	7	261	63	505
2022-23	3	31	18	17	17	26	13	7	16	4	266	47	465
2023-24	3	5	18	10	8	30	19	10	6	12	233	31	385
2024-25	1	12	7										

SY23-24 YTD: 385

SY24-25 YTD: 7

Difference: 378

Top Separation Reasons:

- Other Education Employment
- Family Obligation

Special Note: The information contained in the table above is a snapshot of the data as of September 30, 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 September 2024

Teacher fill rate as of September 30, 2024: 98.5%

Bus Driver fill rate as of September 30, 2024: 97%

Upcoming Recruiting Events:

- October 02, 2024 – Texas Tech (All Major Career Fair)
- October 03, 2024 – Angelo State University (All Major Career Fair)
- October 08, 2024 – University of Texas (Teacher Career Fair)
- October 23, 2024 – University of Permian Basin (New Teacher Job Fair)



Board Administrator Appointments

09/01/2024 - 09/30/2024

09/24/2024

11:03 AM

Griselda.Flores

Name	Effective Date of Contract	Degree	College University	Experience	Assignment
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Board Administrator Resignations

Term Date: 9/01/2024 - 9/30/2024

10/10/2024

1:44 PM

Griselda.Flores

Name	Effective Date of Resignation	Degree	College University	Experience	Assignment	Reason
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Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Reportable Purchase Orders over \$100,000 – September 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 - September 2024

Purchase Order	Vendor	Description	Contract	Amount	Federal Funds
7262500046	Texas Education Agency	23-24 TEA Recapture Payment		\$1,149,939.00	Local Funds
8012500066	Imagine Learning LLC	Virtual Speech Therapy for students	Buyboard # 653-21	\$152,550.00	Federal Funds
8092500045	SchoolKit ,LLC	Consulting services that include Strategic Planning for District Leaders, Instructional Framework Development and Committee Leadership as well as Support to Realize the Instructional Framework...Strategic Plan #1 Student Experience, goal #1, initiative #3 AND goal #2, initiative #3	TEA Approved Vendor	\$150,000.00	State Program Funds
8102500023	Summit K12 Holdings, Inc	Renewal Subscription Licenses Summit K12 for Bilingual & ESL Students. Start date Sept. 16, 2024 and End date June 30, 2025.	Buyboard # 653-21	\$139,145.00	Federal Funds
8732500009	Third Future Schools - Texas	Third Future Lamar CSP Blanket PO	MidlandISD Interlocal	\$124,816.00	Federal Funds
8802500295	City Of Midland	Astound Football Stadium Use, Occupancy, & Operation Fees Rental	COM Grande Stadium	\$150,000.00	Local Funds
9302500037	South Plains Communication	2023 Bond Package #6 - South Plains Communications Proposals	Buyboard # 696-23	\$417,933.29	Capital Projects
9362500121	Playgrounds Etc	Adventure playground for Travis Elem 40'x32'x12' tall hip shade on base plates, 70 yds of engineered wood fibers for safety surfacing removal and disposal of existing playground, and installation of new playground.	Buyboard # 679-22	\$142,850.55	Local Funds
9362500122	Playgrounds Etc	Adventure Playground - Lamar alphabet panel, tic tac toe panel, USA Panel 3.5" post for ADA Panels	Buyboard # 679-22	\$187,241.48	Local Funds
9362500123	Playgrounds Etc	Adventure playground for Jones Elem 30'x30'x12' tall hip shade on base plates, 70 yds of engineered wood fibers for safety surfacing removal and disposal of existing playground, and installation of new playground	Buyboard # 665-22	\$157,725.54	Local Funds
9362500124	Playgrounds Etc	Adventure Playground - Franks Elem. alphabet panel, tic tac toe panel, USA Panel 3.5" post for ADA Panels	Buyboard # 679-22	\$245,418.69	Local Funds
9362500125	Playgrounds Etc	Adventure Playground - Emerson. alphabet panel, tic tac toe panel, USA Panel 3.5" post for ADA Panels	Buyboard # 679-22	\$189,179.12	Local Funds
9362500145	Carpet Tech	Greathouse Polished concrete flooring	Buyboard #736-24	\$152,768.79	Local Funds
9362500146	Carpet Tech	Sam Houston Polished concrete flooring	Buyboard #736-24	\$234,029.44	Local Funds
9382500055	HopSkipDrive ,Inc.	Requesting a Blanket Purchase Order for Hop Skip Drive - for the School year August 1, 2024 - December 31, 2024.	Allied States# 24-7482	\$290,000.00	Local Funds
9392500054	AMSTAR, Inc.	MISD Door Project as several locations within the district.	Buyboard # 728-24	\$208,468.96	State Program Funds
9782500007	NWEA	NWEA MAP- Year 1 09/01/2024 - 08/31/2025 Growth K-12	CTPA#RFP#2305-15	\$293,179.00	Local Funds
9792500000	TASB Risk Management Fund	TASB Data Breach/Privacy Liability	TASB INTERLOCAL	\$280,233.00	Local Funds

D. Donations over \$5,000-Less than \$20,000

400



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Tucker Durham, Chief Financial Officer

Subject: Donations over \$5,000-Less than \$20,000

Information Item

Financial Impact

There will be an increase of \$12,500 to funds administered by Midland Independent School District, and will be donated to the donations fund. These donations are expected to be expensed by 6/30/2025.

Board Goal/Strategic Plan Goals

Goal 8, Initiative 2

Executive Summary

Below is the list of donations that need approval by the board according to **CHC (Local) Other Revenues and Solicitations**

Contact Person

Tucker Durham, Chief Financial Officer

Enclosure

Donations over \$5,000-Less than \$20,000

Donations over \$5,000-Less than \$20,000-October 2024

Donor	Fund	Amount	Purpose/Description
Midland Education Foundation-Parker Elementary	Donation Fund-Fund Number 489	\$12,500.00	Add one 98" display and supporting hardware to Parker Elem. Cafeteria
	Total	\$12,500.00	



Midland Independent School District

BOARD OF TRUSTEES AGENDA

Meeting Date: October 15, 2024

Presented By: Tommy Bishop, Board President

Subject: Trustee Continuing Education Report

Information Item

Financial Impact

N/A

Board Goal/Strategic Plan Goals

Grow and Develop

Executive Summary

The attached documentation provides an overview of the Midland ISD Board of Trustees' continuing education activities over the past year, including the number of hours each trustee has completed in areas such as legislative updates, team-building, open government, and specialized training like cybersecurity and school safety. The report highlights board members' participation in required and additional professional development to ensure compliance with state mandates and local policy.

Contact Person

Cynthia McNabb

Enclosure

Professional Development Summary for All Board Members

17. Adjourn

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 _____.