



## Agenda for Board of Trustees Meeting Tornillo Independent School District

**Meeting Date:** Wednesday, August 17, 2022

**Meeting Type:** Regular

**Meeting Time:** 5:30 PM

**Meeting Location:** W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

### Disclaimer

This meeting will be conducted in accordance with the Texas Open Meetings Act; hence, the **public is welcomed and invited to attend**. When necessary, the Board may enter into **closed session** under the authority of Chapter 551 of the Texas Government Code.

Public comments related to the agenda items listed for this meeting shall be handled as follows: If you would like to sign up for public comment, please submit the following information to [aguilarr@tisd.us](mailto:aguilarr@tisd.us): (1) your name, (2) contact information, and (3) specify the item(s) you would like to comment upon prior to the board's deliberation. For more information about public comment, see Policy BED.

**All voting will be done in open session.**

**Items on the Agenda:** The subjects (order may be changed) to be discussed, considered, or upon which any formal action may be taken are listed below.

1. **(OTHER) First Order of Business**  
Ms. Marlene Bullard, Board President
  - A. Establish a quorum and call the meeting to order
  - B. Pledge of Allegiance to the United States
2. **(OTHER) Superintendent's Report**  
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
  - A. Introduction of New Tornillo ISD Staff  
LSG Students
  - B. Employee Recognitions - Summer Camps  
LSG Students
4. **(OTHER) Open Forum**  
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
  - A. THS Summer Graduate  
Mr. Alejandro Olvera, THS Principal
  - B. Accountability Report - B Rating 4  
Mr. Rodrigo Portillo, District Academic Coordinator
  - C. (Accountability 1) Review, Discussion, and Possible Action Regarding Board's Time Use Tracker 17  
Ms. Marlene Bullard, Board President
6. **(ADVOCACY) Community Engagement on Student Outcome Goals**  
Ms. Marlene Bullard, Board President
7. **(VISION Y) Information / Reports / Presentations**
  - A. School Safety  
Rodrigo Estrada, Regional District Director

B.	Financial Reports-Information Only	23
	Mr. Luis M. Guerra, Director of Finance	
C.	School Health Advisory Council (SHAC) Annual Report 2021-2022	51
	Ms. Linda Rivero, District Nurse	
8.	<b>(VISION Y) Board Items</b>	
A.	Consider Approval of MOU with Region 18 for TIA Consultation Days	61
	Mr. Rodrigo Portillo, District Academic Coordinator	
B.	Discussion and Possible Action to Approve Order Calling for General Trustee Election on November 8, 2022, and Other Matters Incident Thereto	
	Ms. Priscilla Mata, Legal Counsel	
C.	Discussion and Possible Action to Approve the Joint Election Services Contract with the County of El Paso for the General Election on November 8, 2022	
	Ms. Priscilla Mata, Legal Counsel	
D.	Consider Approval to Submit Waiver for 7th Grade Reading Instrument	87
	Mrs. Loretta Aguilar, TJH Assistant Principal	
9.	<b>(STRUCTURE) Consent Agenda</b>	
	(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)	
A.	Purchases > \$25,000 threshold - Authorization	
1.	Consider Approval of the Property, Casualty and Auto Liability Insurance for the 2022-2023 Fiscal Year	90
	Mr. Luis M. Guerra, Director of Finance	
2.	Consider Approval of Annual Renewal - Frontline ERP	114
	Mr. Luis M. Guerra, Director of Finance	
3.	Consider Approval of the Spectrum Copier Lease for the 2022-2023 Fiscal Year	116
	Mr. Luis M. Guerra, Director of Finance	
B.	Consider Approval of Minutes from Previous Meetings:	
1.	Regular Board Meeting Minutes - July 27, 2022	121
C.	Consider Approval of TASB Policy Manual Update 118 (1st Reading) affecting the following (LOCAL) Policies:	125
	1. CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT	
	2. CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY	
	3. DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION	
	4. DP(LOCAL): PERSONNEL POSITIONS	
	5. EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)	
	6. EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES	
	7. EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION	
	8. FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS	
	9. FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE	
	10. FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT	
	11. FFC(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT	
	12. FL(LOCAL): STUDENT RECORDS	
	Mrs. Rosa Vega-Barrio, Superintendent	
D.	Consider Approval of TASB Policy Manual Update 119 (2nd Reading) affecting the following (LOCAL) Policies:	150
	1. CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT	
	2. DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT	
	3. EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)	
	4. EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS	
	5. EHBAA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION, EVALUATION, AND ELIGIBILITY	
	6. EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS	
	7. EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION	
	8. FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORCED CARE	
	9. FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION	
	Mrs. Rosa Vega-Barrio, Superintendent	

- E. Consider Approval of Contracts for Providers of Special Education Related Services and Attorney Retainment 199  
Ms. Georgina Miramontes, District Diagnostician/SPED/504 Coordinator
- F. Consider Approval of Unemployment Insurance Renewal 2022-2023 250  
Ms. Lizeth Carroll, HR / Compliance Director
- G. Consider Approval of Claims Administrative Services Workers' Compensation Plan Year 2022-2023 Renewal Addendum 257  
Ms. Lizeth Carroll, HR / Compliance Director
- H. Consider Approval of the 2022-2023 Meals for Children in Head Start Program 271  
Ms. Norma Aguirre, CNS District Manager
- I. Consider Approval of 2022-2023 Meals for Adults in Head Start Program 276  
Ms. Norma Aguirre, CNS District Manager
- J. Consider Approval of Donations 278  
Mr. Luis M. Guerra, Director of Finance
- K. Consider Approval of Budget Amendments 280  
Mr. Luis M. Guerra, Director of Finance
- 10. **(OTHER) Executive Session. The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, under Sections 551.071 and 551.074, Texas Government Code. The Board will reconvene into open session to take any necessary action.**
  - A. Discussion with Legal Counsel Regarding Proposed Resolution Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates
- 11. **(STRUCTURE) Continuation of Board Items in Open Session**
  - A. Discuss and Take Appropriate Action Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Applications of El Paso Electric Company to Change Rates  
Mr. Luis M. Guerra, Director of Finance
- 12. **Next Meeting Tentative Date:** August 31, 2022 - Special Board Meeting

### Adjournment of the Meeting



Rosa Vega-Barrio  
Superintendent of Schools

Texas Education Agency  
**2022 Accountability Ratings Overall Summary**  
**TORNILLO ISD (071908) - EL PASO COUNTY**

**Accountability Rating Summary**

	Component Score	Scaled Score	Rating
<b>Overall</b>		<b>84</b>	<b>B</b>
<b>Student Achievement</b>		<b>76</b>	<b>C</b>
STAAR Performance	32	57	
College, Career and Military Readiness	72	93	
Graduation Rate	94.5	80	
<b>School Progress</b>		<b>90</b>	<b>A</b>
Academic Growth	74	87	<b>B</b>
Relative Performance (Eco Dis: 94.1%)	52	90	<b>A</b>
<b>Closing the Gaps</b>	<b>34</b>	<b>71</b>	<b>C</b>

**Distinction Designations**

**X Postsecondary Readiness**

Texas Education Agency  
**2022 Accountability Ratings Overall Summary**  
**TORNILLO INT (071908044) - TORNILLO ISD - EL PASO COUNTY**

**Accountability Rating Summary**

	Component Score	Scaled Score	Rating
<b>Overall</b>		<b>88</b>	<b>B</b>
<b>Student Achievement</b>		<b>65</b>	<b>Not Rated: Senate Bill 1365</b>
STAAR Performance	38	65	
College, Career and Military Readiness			
Graduation Rate			
<b>School Progress</b>		<b>93</b>	<b>A</b>
Academic Growth	87	93	<b>A</b>
Relative Performance (Eco Dis: 94.1%)	38	73	<b>C</b>
<b>Closing the Gaps</b>	<b>74</b>	<b>77</b>	<b>C</b>

\* To align with Senate Bill 1365, a Not Rated label is used when the domain or overall scaled score is less than 70.

**Identification of Schools for Improvement**

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

**Distinction Designations**

**X ELA/Reading**

**X Mathematics**

**X Science**

Not Eligible **Social Studies**

**X Comparative Academic Growth**

**X Postsecondary Readiness**

**X Comparative Closing the Gaps**

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO INT (071908044) - TORNILLO ISD - EL PASO COUNTY**

**Calculation Report**

indicator	Total Met	Total Evaluated	% Met	Weight	Score
Academic Achievement	5	12	42%	30%	12.6
Growth Status	10	10	100%	50%	50.0
ELP Status	1	1	100%	10%	10.0
Student Success Status	1	7	14%	10%	1.4
<b>Closing the Gaps Score</b>					<b>74</b>

**Status and Data Table**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Academic Achievement Status</b>																
<b>ELA/Reading Target</b>	44%	32%	37%	60%	43%	74%	45%	56%	33%	29%	19%	36%	46%	42%		
<b>Target Met</b>	No		Yes						Yes	Yes			No	No		6
% at Meets GL Standard or Above	39%	-	39%	*	-	-	-	-	36%	35%	31%	*	43%	19%		
# at Meets GL Standard or Above	62	-	**	*	-	-	-	-	55	47	5	*	57	5		
Total Tests (Adjusted)	161	-	**	*	-	-	-	-	151	133	16	*	134	27		
<b>Mathematics Target</b>	46%	31%	40%	59%	45%	82%	50%	54%	36%	40%	23%	44%	47%	45%		
<b>Target Met</b>	No		Yes						Yes	No			No	No		
% at Meets GL Standard or Above	41%	-	41%	*	-	-	-	-	39%	39%	38%	*	42%	37%		
# at Meets GL Standard or Above	66	-	**	*	-	-	-	-	59	52	6	*	56	10		
Total Tests (Adjusted)	161	-	**	*	-	-	-	-	151	133	16	*	134	27		
<b>Total Indicators</b>															5	12
<b>Growth Status</b>																
<b>ELA/Reading Target</b>	66%	62%	65%	69%	67%	77%	67%	68%	64%	64%	59%	65%	66%	67%		
<b>Target Met</b>	Yes		Yes						Yes	Yes			Yes			
Academic Growth Score	80%	-	80%	-	-	-	-	-	79%	79%	58%	*	85%	56%		
Growth Points	82.0	-	82.0	-	-	-	-	-	75.0	69.0	3.5	*	72.5	9.5		
Total Tests	102	-	102	-	-	-	-	-	95	87	6	*	85	17		
<b>Mathematics Target</b>	71%	67%	69%	74%	71%	86%	74%	73%	68%	68%	61%	70%	71%	70%		
<b>Target Met</b>	Yes		Yes						Yes	Yes			Yes			
Academic Growth Score	94%	-	94%	-	-	-	-	-	93%	95%	50%	*	96%	85%		
Growth Points	99.5	-	99.5	-	-	-	-	-	92.5	86.5	3.0	*	85.0	14.5		
Total Tests	106	-	106	-	-	-	-	-	99	91	6	*	89	17		
<b>Total Indicators</b>															10	10

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO INT (071908044) - TORNILLO ISD - EL PASO COUNTY**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Graduation Rate Status</b>																
<b>Target</b>	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	n/a	n/a	n/a		
<b>Target Met</b>																
2020 % Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 % Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 # Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 Total in Class	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<b>Total Indicators</b>																
<b>English Language Proficiency Status</b>																
<b>Target</b>																
<b>Target Met</b>																
TELPAS Progress Rate																
TELPAS Progress																
TELPAS Total																
<b>Total Indicators</b>																17
<b>Student Success Status</b>																
<b>Target</b>	47	36	41	58	46	73	48	55	38	37	23	43	48	45		
<b>Target Met</b>	No		No						No	No	Yes		No	No		
STAAR Component Score	38	-	38	*	-	-	-	-	37	36	26	*	40	31		
% at Approaches GL Standard or Above	64%	-	65%	*	-	-	-	-	63%	62%	45%	*	66%	54%		
% at Meets GL Standard or Above	36%	-	36%	*	-	-	-	-	34%	33%	34%	*	38%	25%		
% at Masters GL Standard	14%	-	14%	*	-	-	-	-	13%	14%	0%	*	15%	13%		
Total Tests	382	-	**	*	-	-	-	-	359	317	38	*	319	63		
<b>Total Indicators</b>																17
<b>School Quality Status</b>																
<b>Target</b>	47%	31%	41%	58%	42%	76%	39%	53%	39%	30%	27%	43%	50%	31%		
<b>Target Met</b>																
% Students Meeting CCMR	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
# Students Meeting CCMR	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Students	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<b>Total Indicators</b>																
<b>Participation 2020-21</b>																
<b>Target</b>	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
<b>ELA/Reading</b>																
% Participation	100%	-	100%	-	-	-	-	-	100%	100%	100%	*	100%	100%		
# Participants	177	-	173	-	-	-	-	-	167	150	10	*	144	33		

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO INT (071908044) - TORNILLO ISD - EL PASO COUNTY**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated	
Total Tests	177	-	173	-	-	-	-	-	167	150	10	*	144	33			
<b>Mathematics</b>																	
% Participation	100%	-	100%	-	-	-	-	-	100%	100%	100%	*	100%	100%			
# Participants	176	-	173	-	-	-	-	-	167	149	10	*	144	32			
Total Tests	176	-	173	-	-	-	-	-	167	149	10	*	144	32			
<b>Participation 2021-22</b>																	
<b>Target</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>		
<b>ELA/Reading</b>																	
% Participation	100%	-	100%	*	-	-	-	-	100%	100%	100%	*	100%	100%			
# Participants	167	-	**	*	-	-	-	-	156	139	16	*	135	32			
Total Tests	167	-	**	*	-	-	-	-	156	139	16	*	135	32			
<b>Mathematics</b>																	
% Participation	100%	-	100%	*	-	-	-	-	100%	100%	100%	*	100%	100%			
# Participants	166	-	**	*	-	-	-	-	155	138	16	*	134	32			
Total Tests	166	-	**	*	-	-	-	-	155	138	16	*	134	32			

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\* Indicates results are masked due to small numbers to protect student confidentiality.

\*\* When only one racial / ethnic group is masked, then the second smallest racial / ethnic group is masked regardless of size.

+ Ever HS EB/ELs are included in the Federal Graduation Rate.

Yes (1) Indicates the student group met the four-year long-term graduation rate target of 94.0% and demonstrated improvement of at least 0.1% over the Class of 2015 statewide baseline rate.

Yes (2) Indicates the student group met the four-year interim graduation rate target of 90.0% and demonstrated improvement of at least 0.1% over the prior year rate.

Yes (3) Indicates the student group met its four-year graduation rate growth target.

- Indicates there are no students in the group.

Texas Education Agency  
**2022 Accountability Ratings Overall Summary**  
**TORNILLO J H (071908041) - TORNILLO ISD - EL PASO COUNTY**

**Accountability Rating Summary**

	Component Score	Scaled Score	Rating
<b>Overall</b>		<b>80</b>	<b>B</b>
<b>Student Achievement</b>		<b>57</b>	<b>Not Rated: Senate Bill 1365</b>
STAAR Performance	29	57	
College, Career and Military Readiness			
Graduation Rate			
<b>School Progress</b>		<b>84</b>	<b>B</b>
Academic Growth	75	84	<b>B</b>
Relative Performance (Eco Dis: 95.5%)	29	66	Not Rated: Senate Bill 1365
<b>Closing the Gaps</b>	<b>33</b>	<b>71</b>	<b>C</b>

\* To align with Senate Bill 1365, a Not Rated label is used when the domain or overall scaled score is less than 70.

**Identification of Schools for Improvement**

This campus is identified for targeted support and improvement.

**Distinction Designations**

- X ELA/Reading**
- X Mathematics**
- X Science**
- X Social Studies**
- X Comparative Academic Growth**
- X Postsecondary Readiness**
- X Comparative Closing the Gaps**

Texas Education Agency  
2022 Closing the Gaps  
TORNILLO J H (071908041) - TORNILLO ISD - EL PASO COUNTY

Calculation Report

indicator	Total Met	Total Evaluated	% Met	Weight	Score
Academic Achievement	3	12	25%	30%	7.5
Growth Status	6	12	50%	50%	25.0
ELP Status	0	1	0%	10%	0.0
Student Success Status	0	7	0%	10%	0.0
<b>Closing the Gaps Score</b>					<b>33</b>

Status and Data Table

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Academic Achievement Status</b>																
<b>ELA/Reading Target</b>	44%	32%	37%	60%	43%	74%	45%	56%	33%	29%	19%	36%	46%	42%		
<b>Target Met</b>	No		Yes						Yes	Yes			No	No		10
% at Meets GL Standard or Above	39%	-	39%	-	-	-	-	-	39%	34%	0%	*	39%	40%		
# at Meets GL Standard or Above	71	-	71	-	-	-	-	-	69	48	0	*	57	14		
Total Tests (Adjusted)	182	-	182	-	-	-	-	-	175	143	14	*	147	35		
<b>Mathematics Target</b>	46%	31%	40%	59%	45%	82%	50%	54%	36%	40%	23%	44%	47%	45%		
<b>Target Met</b>	No		No						No	No			No	No		
% at Meets GL Standard or Above	13%	-	13%	-	-	-	-	-	14%	13%	0%	*	14%	9%		
# at Meets GL Standard or Above	24	-	24	-	-	-	-	-	24	18	0	*	21	3		
Total Tests (Adjusted)	183	-	183	-	-	-	-	-	176	144	14	*	148	35		
<b>Total Indicators</b>															3	12
<b>Growth Status</b>																
<b>ELA/Reading Target</b>	66%	62%	65%	69%	67%	77%	67%	68%	64%	64%	59%	65%	66%	67%		
<b>Target Met</b>	Yes		Yes						Yes	Yes			Yes	Yes		
Academic Growth Score	84%	-	84%	-	-	-	-	-	83%	85%	83%	*	86%	72%		
Growth Points	140.5	-	140.5	-	-	-	-	-	133.5	112.0	10.0	*	119.0	21.5		
Total Tests	168	-	168	-	-	-	-	-	161	132	12	*	138	30		
<b>Mathematics Target</b>	71%	67%	69%	74%	71%	86%	74%	73%	68%	68%	61%	70%	71%	70%		
<b>Target Met</b>	No		No						No	No			No	No		
Academic Growth Score	66%	-	66%	-	-	-	-	-	65%	64%	67%	*	67%	61%		
Growth Points	107.0	-	107.0	-	-	-	-	-	101.5	83.0	8.0	*	90.5	16.5		
Total Tests	163	-	163	-	-	-	-	-	156	129	12	*	136	27		
<b>Total Indicators</b>															6	12

Texas Education Agency  
2022 Closing the Gaps  
TORNILLO J H (071908041) - TORNILLO ISD - EL PASO COUNTY

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Graduation Rate Status</b>																
<b>Target</b>	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	n/a	n/a	n/a		
<b>Target Met</b>																
2020 % Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 % Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 # Graduated	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
2021 Total in Class	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<b>Total Indicators</b>																
<b>English Language Proficiency Status</b>																
<b>Target</b>																
<b>Target Met</b>																
TELPAS Progress Rate																
TELPAS Progress																
TELPAS Total																
<b>Total Indicators</b>															0	11
<b>Student Success Status</b>																
<b>Target</b>	47	36	41	58	46	73	48	55	38	37	23	43	48	45		
<b>Target Met</b>	No		No						No	No	No		No	No		
STAAR Component Score	29	-	29	-	-	-	-	-	29	26	2	33	29	26		
% at Approaches GL Standard or Above	55%	-	55%	-	-	-	-	-	55%	50%	6%	50%	56%	50%		
% at Meets GL Standard or Above	22%	-	22%	-	-	-	-	-	23%	20%	0%	33%	23%	19%		
% at Masters GL Standard	9%	-	9%	-	-	-	-	-	9%	8%	0%	17%	9%	8%		
Total Tests	492	-	492	-	-	-	-	-	474	380	34	6	396	96		
<b>Total Indicators</b>															0	7
<b>School Quality Status</b>																
<b>Target</b>	47%	31%	41%	58%	42%	76%	39%	53%	39%	30%	27%	43%	50%	31%		
<b>Target Met</b>																
% Students Meeting CCMR	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
# Students Meeting CCMR	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
Total Students	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
<b>Total Indicators</b>																
<b>Participation 2020-21</b>																
<b>Target</b>	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
<b>ELA/Reading</b>																
% Participation	100%	-	100%	-	-	-	-	-	100%	100%	100%	100%	100%	100%		
# Participants	223	-	221	-	-	-	-	-	213	184	17	5	173	50		

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO J H (071908041) - TORNILLO ISD - EL PASO COUNTY**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
Total Tests	223	-	221	-	-	-	-	-	213	184	17	5	173	50		
<b>Mathematics</b>																
% Participation	100%	-	100%	-	-	-	-	-	100%	100%	100%	100%	100%	100%		
# Participants	213	-	213	-	-	-	-	-	206	178	17	5	168	45		
Total Tests	213	-	213	-	-	-	-	-	206	178	17	5	168	45		
<b>Participation 2021-22</b>																
<b>Target</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>		
<b>ELA/Reading</b>																
% Participation	100%	-	100%	*	-	-	-	-	100%	100%	100%	*	100%	100%		
# Participants	198	-	**	*	-	-	-	-	188	159	18	*	151	47		
Total Tests	198	-	**	*	-	-	-	-	188	159	18	*	151	47		
<b>Mathematics</b>																
% Participation	100%	-	100%	*	-	-	-	-	100%	100%	100%	*	100%	100%		
# Participants	196	-	**	*	-	-	-	-	186	157	16	*	150	46		
Total Tests	196	-	**	*	-	-	-	-	186	157	16	*	150	46		

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\* Indicates results are masked due to small numbers to protect student confidentiality.

\*\* When only one racial / ethnic group is masked, then the second smallest racial / ethnic group is masked regardless of size.

+ Ever HS EB/ELs are included in the Federal Graduation Rate.

Yes (1) Indicates the student group met the four-year long-term graduation rate target of 94.0% and demonstrated improvement of at least 0.1% over the Class of 2015 statewide baseline rate.

Yes (2) Indicates the student group met the four-year interim graduation rate target of 90.0% and demonstrated improvement of at least 0.1% over the prior year rate.

Yes (3) Indicates the student group met its four-year graduation rate growth target.

- Indicates there are no students in the group.

Texas Education Agency  
**2022 Accountability Ratings Overall Summary**  
**TORNILLO H S (071908001) - TORNILLO ISD - EL PASO COUNTY**

**Accountability Rating Summary**

	Component Score	Scaled Score	Rating
<b>Overall</b>		<b>79</b>	<b>C</b>
<b>Student Achievement</b>		<b>76</b>	<b>C</b>
STAAR Performance	30	56	
College, Career and Military Readiness	72	93	
Graduation Rate	94.5	80	
<b>School Progress</b>		<b>83</b>	<b>B</b>
Academic Growth	52	57	Not Rated: Senate Bill 1365
Relative Performance (Eco Dis: 93.0%)	51	83	<b>B</b>
<b>Closing the Gaps</b>	<b>30</b>	<b>70</b>	<b>C</b>

\* To align with Senate Bill 1365, a Not Rated label is used when the domain or overall scaled score is less than 70.

**Identification of Schools for Improvement**

This campus is NOT identified for comprehensive support and improvement, targeted support and improvement, or additional targeted support.

**Distinction Designations**

- X ELA/Reading**
- X Mathematics**
- X Science**
- X Social Studies**
- X Comparative Academic Growth**
- X Postsecondary Readiness**
- X Comparative Closing the Gaps**

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO H S (071908001) - TORNILLO ISD - EL PASO COUNTY**

**Calculation Report**

indicator	Total Met	Total Evaluated	% Met	Weight	Score
Academic Achievement	0	11	0%	50%	0.0
Graduation Status	0	4	0%	10%	0.0
ELP Status	0	1	0%	10%	0.0
School Quality Status	5	5	100%	30%	30.0
<b>Closing the Gaps Score</b>					<b>30</b>

**Status and Data Table**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Academic Achievement Status</b>																
<b>ELA/Reading Target</b>	44%	32%	37%	60%	43%	74%	45%	56%	33%	29%	19%	36%	46%	42%		
<b>Target Met</b>	No		No						No	No			No	No		14
% at Meets GL Standard or Above	28%	-	28%	-	-	-	-	-	28%	15%	15%	*	29%	23%		
# at Meets GL Standard or Above	74	-	74	-	-	-	-	-	69	27	3	*	62	12		
Total Tests (Adjusted)	267	-	264	-	-	-	-	-	246	176	20	*	215	52		
<b>Mathematics Target</b>	46%	31%	40%	59%	45%	82%	50%	54%	36%	40%	23%	44%	47%	45%		
<b>Target Met</b>	No		No						No	No			No			
% at Meets GL Standard or Above	11%	-	11%	-	-	-	-	-	12%	10%	0%	*	11%	11%		
# at Meets GL Standard or Above	13	-	13	-	-	-	-	-	13	7	0	*	11	2		
Total Tests (Adjusted)	115	-	115	-	-	-	-	-	109	73	10	*	96	19		
<b>Total Indicators</b>															<b>0</b>	<b>11</b>
<b>Growth Status</b>																
<b>ELA/Reading Target</b>	66%	62%	65%	69%	67%	77%	67%	68%	64%	64%	59%	65%	66%	67%		
<b>Target Met</b>	Yes		Yes						Yes	Yes			Yes			
Academic Growth Score	71%	-	70%	-	-	-	-	-	69%	68%	50%	*	73%	50%		
Growth Points	55.0	-	54.0	-	-	-	-	-	49.0	26.0	2.5	*	51.5	3.5		
Total Tests	78	-	77	-	-	-	-	-	71	38	5	*	71	7		
<b>Mathematics Target</b>	71%	67%	69%	74%	71%	86%	74%	73%	68%	68%	61%	70%	71%	70%		
<b>Target Met</b>	No		No						No	No			No			
Academic Growth Score	25%	-	25%	-	-	-	-	-	25%	28%	*	*	23%	*		
Growth Points	13.5	-	13.5	-	-	-	-	-	13.0	11.0	*	*	11.5	*		
Total Tests	54	-	54	-	-	-	-	-	52	40	*	*	50	*		
<b>Total Indicators</b>															<b>5</b>	<b>10</b>

Texas Education Agency  
2022 Closing the Gaps  
TORNILLO H S (071908001) - TORNILLO ISD - EL PASO COUNTY

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
<b>Graduation Rate Status</b>																
<b>Target</b>	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	90%	n/a	n/a	n/a		
<b>Target Met</b>	No		No						No	No						
2020 % Graduated	89.4%	-	89.4%	-	-	-	-	-	89.9%	90.0%	-					
2021 % Graduated	86.0%	-	86.0%	-	-	-	-	-	85.9%	80.6%	60.0%					
2021 # Graduated	74	-	74	-	-	-	-	-	67	25	3					
2021 Total in Class	86	-	86	-	-	-	-	-	78	31	5					
<b>Total Indicators</b>															0	4
<b>English Language Proficiency Status</b>																
<b>Target</b>										36%						
<b>Target Met</b>										No						
TELPAS Progress Rate										13%						
TELPAS Progress										14						
TELPAS Total										110						
<b>Total Indicators</b>															0	15
<b>Student Success Status</b>																
<b>Target</b>	47	36	41	58	46	73	48	55	38	37	23	43	48	45		
<b>Target Met</b>	No		No						No	No	No		No	No		
STAAR Component Score	30	-	30	-	-	-	-	-	30	22	14	40	31	26		
% at Approaches GL Standard or Above	59%	-	59%	-	-	-	-	-	58%	48%	34%	80%	61%	50%		
% at Meets GL Standard or Above	26%	-	26%	-	-	-	-	-	26%	15%	9%	40%	26%	24%		
% at Masters GL Standard	5%	-	5%	-	-	-	-	-	5%	2%	0%	0%	6%	3%		
Total Tests	578	-	571	-	-	-	-	-	535	369	47	5	472	106		
<b>Total Indicators</b>															0	7
<b>School Quality Status</b>																
<b>Target</b>	47%	31%	41%	58%	42%	76%	39%	53%	39%	30%	27%	43%	50%	31%		
<b>Target Met</b>	Yes		Yes						Yes	Yes			Yes			
% Students Meeting CCMR	69%	-	69%	-	-	-	-	-	70%	55%	60%	*	74%	42%		
# Students Meeting CCMR	55	-	55	-	-	-	-	-	50	17	3	*	50	5		
Total Students	80	-	80	-	-	-	-	-	71	31	5	*	68	12		
<b>Total Indicators</b>															5	5
<b>Participation 2020-21</b>																
<b>Target</b>	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%	95%		
<b>ELA/Reading</b>																
% Participation	97%	-	97%	-	-	-	-	-	97%	98%	88%	*	98%	94%		
# Participants	248	-	244	-	-	-	-	-	230	162	15	*	203	45		

Texas Education Agency  
**2022 Closing the Gaps**  
**TORNILLO H S (071908001) - TORNILLO ISD - EL PASO COUNTY**

	All Students	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Econ Disadv	EB/EL (Current & Monitored)+	Special Ed (Current)	Special Ed (Former)	Continuously Enrolled	Non-Continuously Enrolled	Total Met	Total Evaluated
Total Tests	255	-	251	-	-	-	-	-	237	165	17	*	207	48		
<b>Mathematics</b>																
% Participation	100%	-	100%	-	-	-	-	-	100%	100%	100%	*	100%	100%		
# Participants	86	-	86	-	-	-	-	-	80	56	8	*	67	19		
Total Tests	86	-	86	-	-	-	-	-	80	56	8	*	67	19		
<b>Participation 2021-22</b>																
<b>Target</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>	<b>95%</b>		
<b>ELA/Reading</b>																
% Participation	97%	-	97%	-	-	-	-	-	97%	97%	96%	*	98%	95%		
# Participants	288	-	279	-	-	-	-	-	261	192	22	*	228	60		
Total Tests	296	-	287	-	-	-	-	-	268	197	23	*	233	63		
<b>Mathematics</b>																
% Participation	99%	-	99%	-	-	-	-	-	100%	100%	100%	*	100%	96%		
# Participants	120	-	116	-	-	-	-	-	110	75	11	*	97	23		
Total Tests	121	-	117	-	-	-	-	-	110	75	11	*	97	24		

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\* Indicates results are masked due to small numbers to protect student confidentiality.

\*\* When only one racial / ethnic group is masked, then the second smallest racial / ethnic group is masked regardless of size.

+ Ever HS EB/ELs are included in the Federal Graduation Rate.

Yes (1) Indicates the student group met the four-year long-term graduation rate target of 94.0% and demonstrated improvement of at least 0.1% over the Class of 2015 statewide baseline rate.

Yes (2) Indicates the student group met the four-year interim graduation rate target of 90.0% and demonstrated improvement of at least 0.1% over the prior year rate.

Yes (3) Indicates the student group met its four-year graduation rate growth target.

- Indicates there are no students in the group.

# TIME USE TRACKER

Date: July 27, 2022

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals		← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	19
Progress & Accountability	13	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	17
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	1
Advocacy & Engagement		← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	151
Other		Any time spent on an activity that does not meet the conditions listed above →	5
<b>TOTALS</b>	<b>13</b>		<b>25</b>

Use For Student Outcome Minutes Percentage Calculation:

19

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38

× 100 =

50

% Student Outcome Minutes

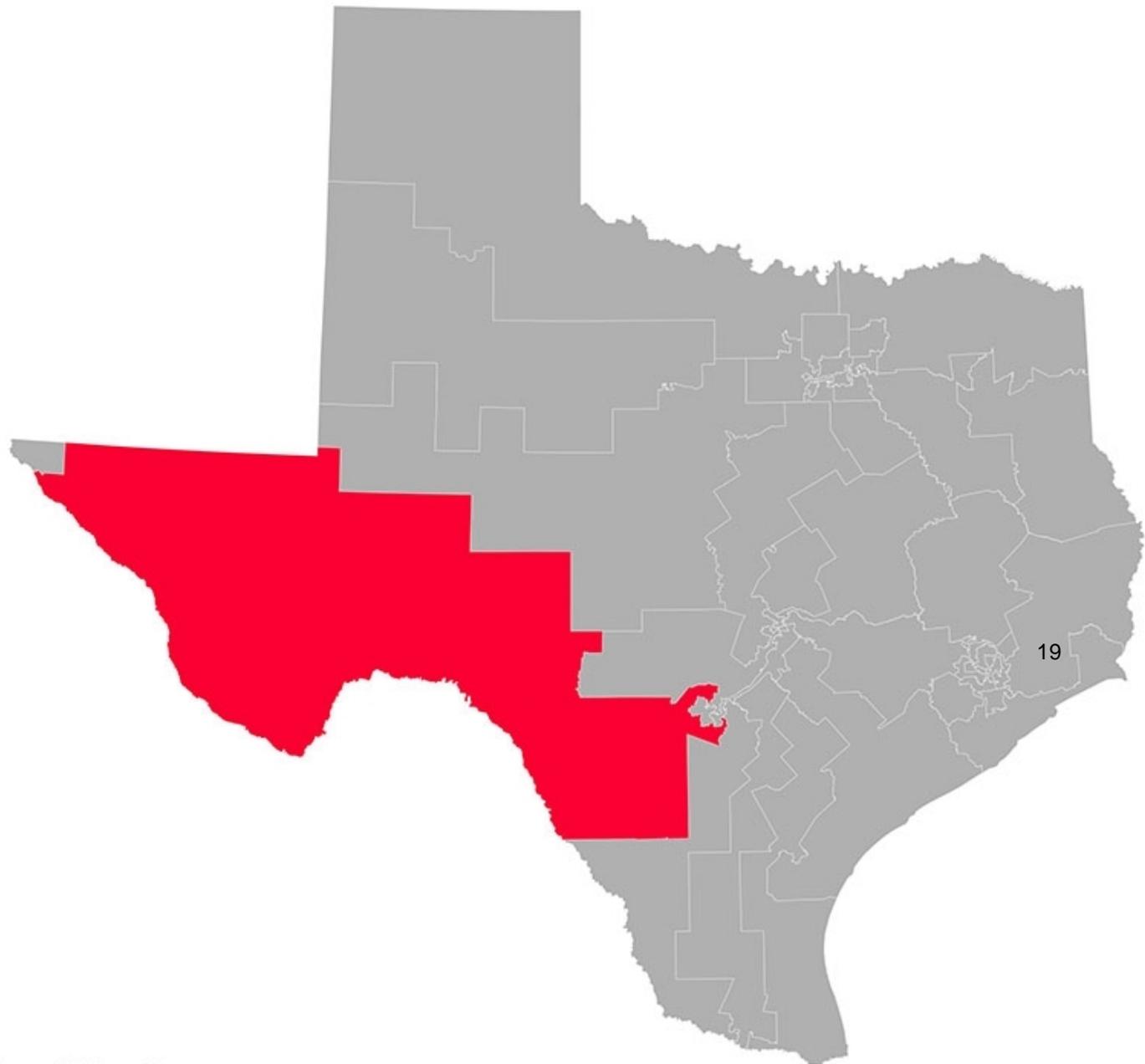
**TONY**  **GONZALES**  
PROUDLY SERVING THE 23RD DISTRICT OF TEXAS

18

# Tornillo ISD Board Meeting

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RODRIGO ESTRADA, REGIONAL DISTRICT DIRECTOR



# Our District

---

## ❖ Travel

- ❖ All 29 Counties visited in first 6 months
- ❖ Multiple trips to the US-Mexico Border, including bringing congressional members to tour

## ❖ Casework

- ❖ 515 Constituent Cases Solved in first 6 months
- ❖ Helped with 184 pieces of Veterans Casework in first 6 months

# Our services

- 1. Help with government/Ayuda con el gobierno**
  - 1. Social Security/Seguro social**
  - 2. Medicare**
  - 3. Passport/Pasaporte**
  - 4. Veterans' services/Veteranos**
- 2. Opportunities for students/Oportunidades para estudiantes**
  - 1. Internships/pasantías**
  - 2. Congressional Art Competition/competición de arte**
- 3. Assisting with Washington, DC, visits/Asistencia con Washington, DC, visitas**
  - 1. Capitol Tours/Visitas al Capitolio**
  - 2. White House Tours/Visitas a la Casa Blanca**
- 4. Commemorations and Recognitions/Conmemoraciones y Reconocimientos**
  - 1. Congressional congratulations/felicitaciones del congreso**
  - 2. Flag requests/solicitudes de banderas**
  - 3. Presidential greetings/saludos presidenciales**

# Contact Information

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## Washington DC Office

- Address: 317 Cannon House Office Building Washington DC 20515
- Phone: (210) 225-4511
- Fax: (202) 225-2237

## Socorro District Office

- Address: 124 Horizon Blvd Socorro, TX 79927
- Phone: (915) 490-7551



## **FINANCIAL REPORTS**

**FOR THE MONTH ENDING JULY, 2022**

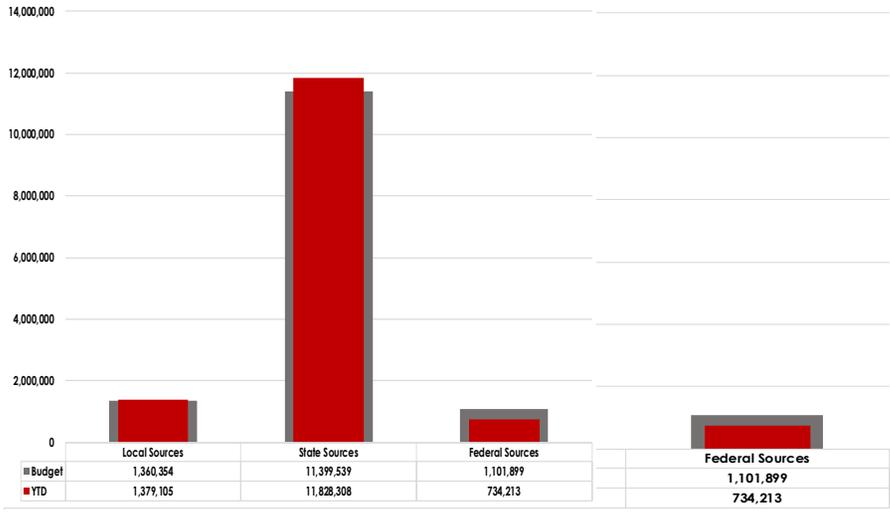
# Table of Contents

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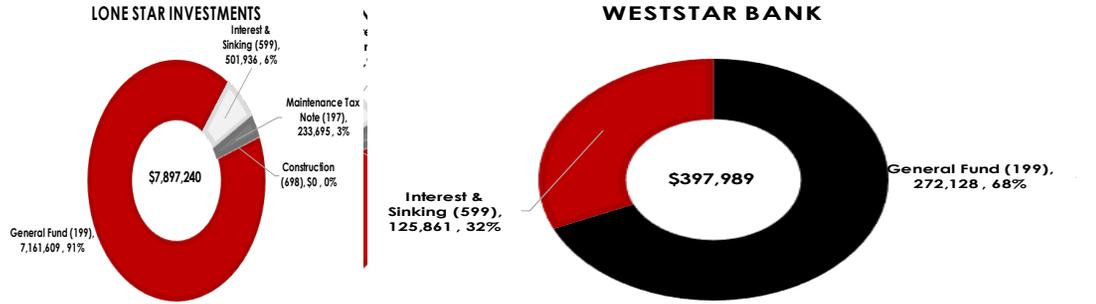
Summary Report .....	1
<b>Revenues &amp; Expenditures.....</b>	<b>2</b>
Banking and Investment Pool.....	3
<b>General Fund Cash Flow.....</b>	<b>4</b>
Monthly Investment Summary .....	5
<b>Investment Trends.....</b>	<b>6</b>
<b>Lone Star Monthly Statement.....</b>	<b>7</b>
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\$25K and Above Payments .....	13
<b>Check Register .....</b>	<b>14</b>

**TORNILLO INDEPENDENT SCHOOL DISTRICT**  
**BOARD FINANCIAL REPORT SUMMARY**  
 As of July 31, 2022

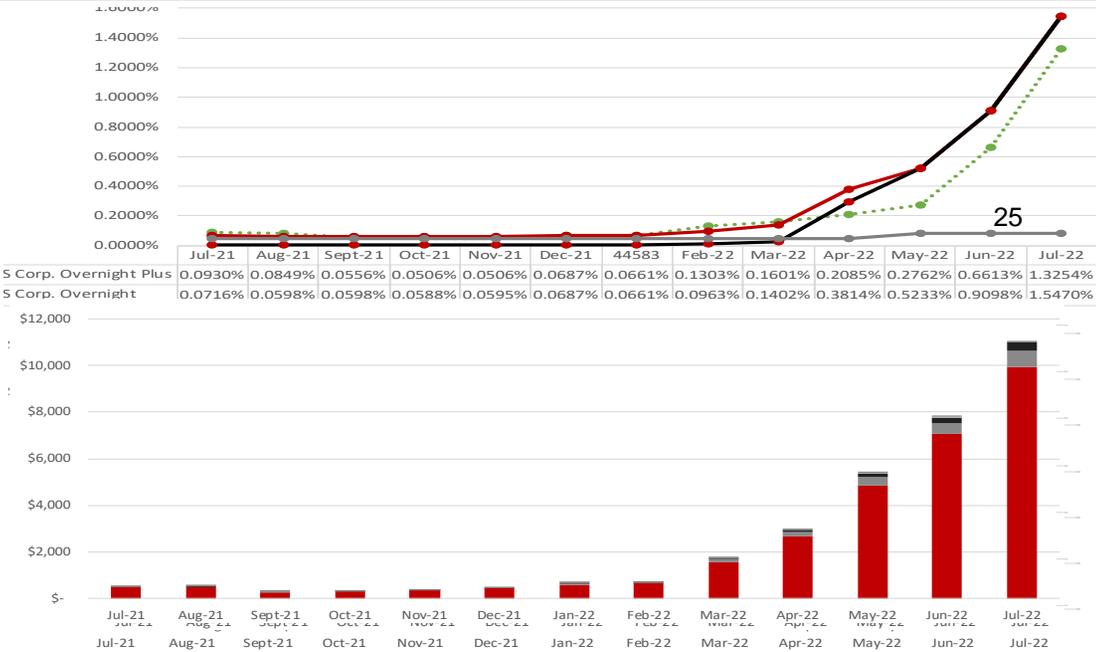
**Board Adopted Revenue and Expenditures**



**Banking and Investment Pools**

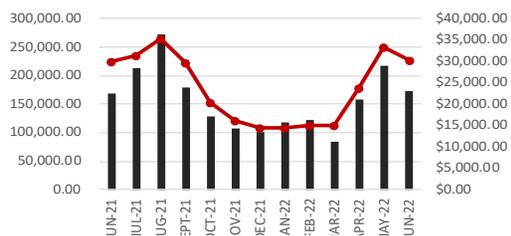


**Investment Rate and Interest Revenue Trends**

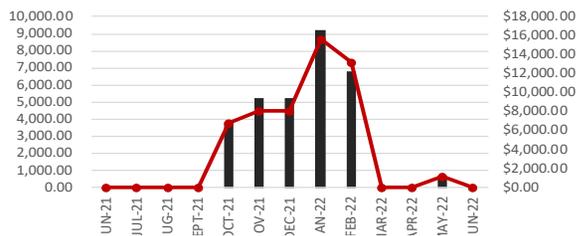


**Utilities**

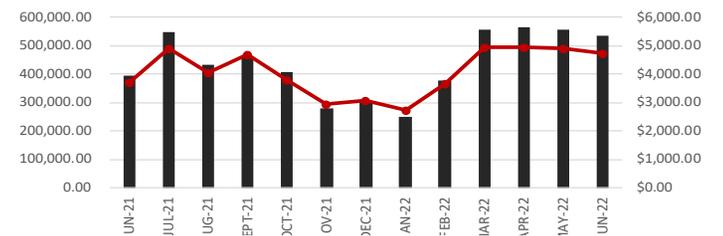
**ELECTRICITY**



**PROPANE**



**WATER**

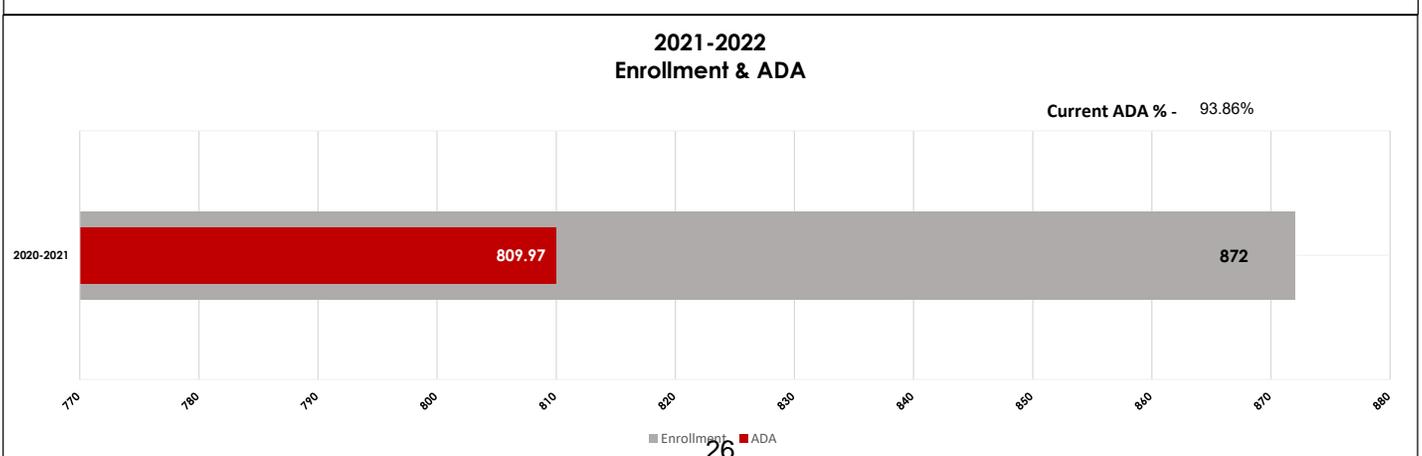
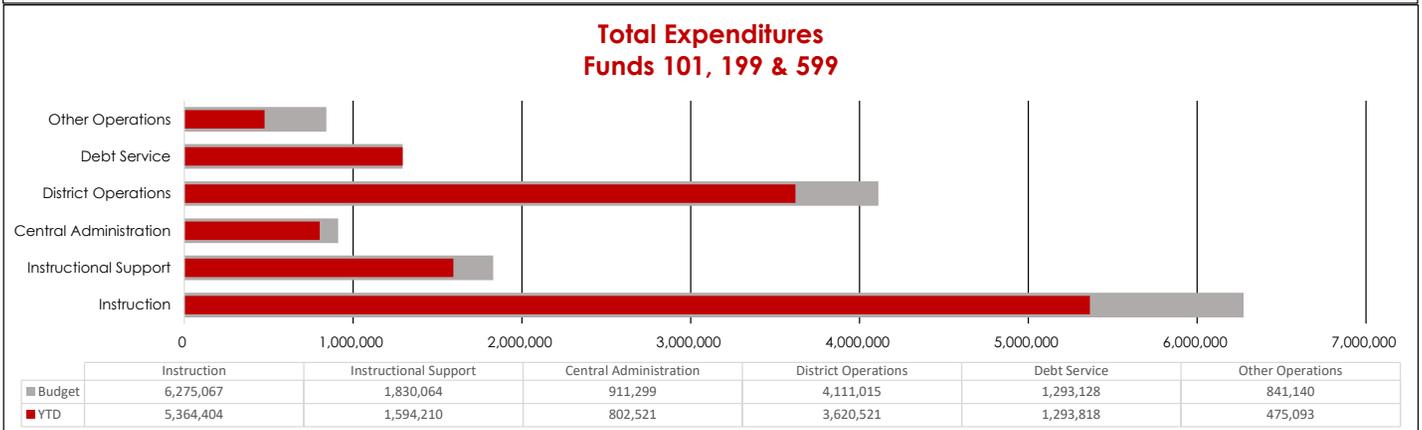
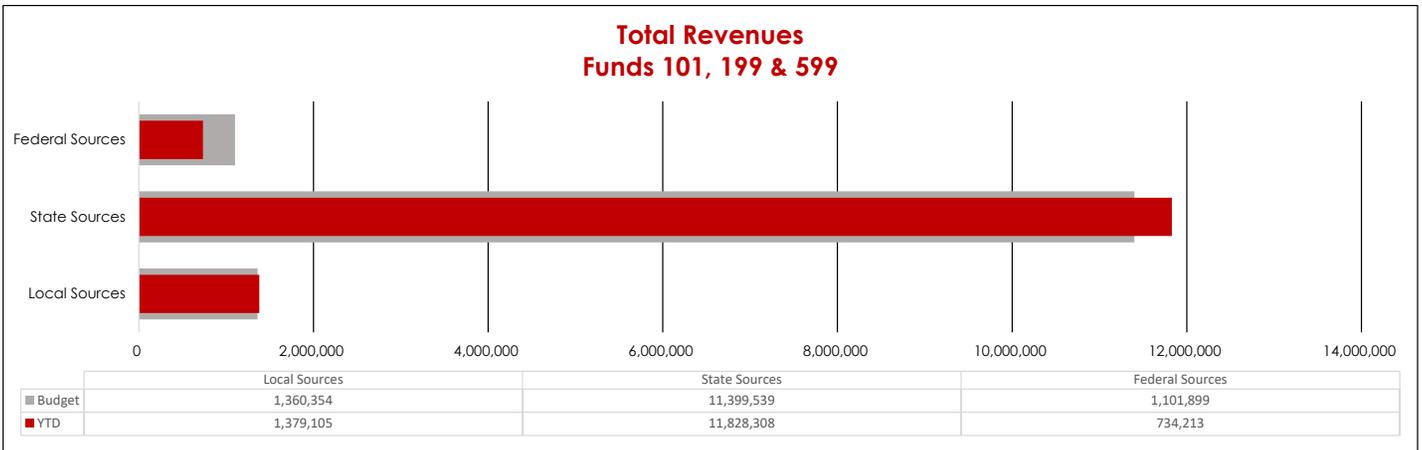


# TORNILLO INDEPENDENT SCHOOL DISTRICT

## Revenues & Expenditures

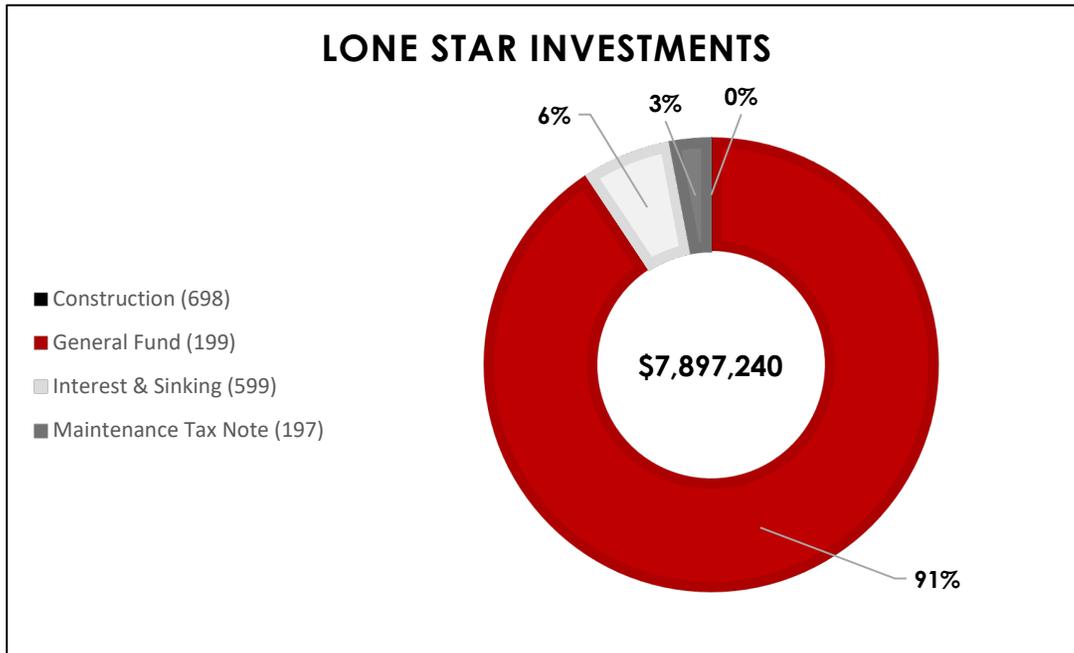
As of July 31, 2022

REVENUES	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
Local Sources	50,000	49,085	915	891,000	903,900	(12,900)	419,354	426,120	(6,766)	1,360,354	1,379,105	(18,751)
State Sources	4,000	2,087	1,913	10,567,109	10,833,920	(266,811)	828,430	992,302	(163,872)	11,399,539	11,828,308	(428,769)
Federal Sources	926,899	586,994	339,906	175,000	147,219	27,781	0	0	0	1,101,899	734,213	367,687
<b>Total Revenue:</b>	<b>980,899</b>	<b>638,165</b>	<b>342,734</b>	<b>11,633,109</b>	<b>11,885,038</b>	<b>(251,929)</b>	<b>1,247,784</b>	<b>1,418,422</b>	<b>(170,638)</b>	<b>13,861,792</b>	<b>13,941,626</b>	<b>(79,833)</b>
<b>EXPENSES</b>												
Instruction	0	0	0	6,275,067	5,364,404	910,663	0	0	0	6,275,067	5,364,404	910,663
Instructional Support	0	0	0	1,830,064	1,594,210	235,855	0	0	0	1,830,064	1,594,210	235,855
Central Administration	0	0	0	911,299	802,521	108,778	0	0	0	911,299	802,521	108,778
District Operations	980,899	891,186	89,714	3,130,116	2,729,335	400,781	0	0	0	4,111,015	3,620,521	490,495
Debt Service	0	0	0	0	0	0	1,293,128	1,293,818	(690)	1,293,128	1,293,818	(690)
Other Operations	0	0	0	841,140	475,093	366,047	0	0	0	841,140	475,093	366,047
<b>Total Expenses:</b>	<b>980,899</b>	<b>891,186</b>	<b>89,714</b>	<b>12,987,686</b>	<b>10,965,563</b>	<b>2,022,123</b>	<b>1,293,128</b>	<b>1,293,818</b>	<b>(690)</b>	<b>15,261,713</b>	<b>13,150,567</b>	<b>2,111,147</b>

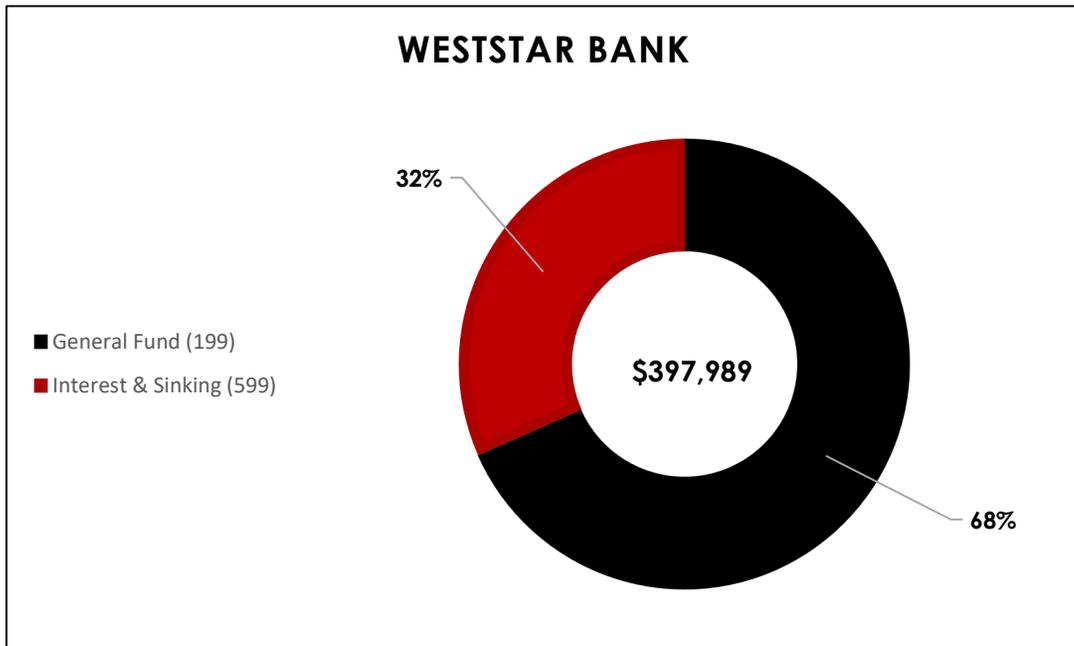


# TORNILLO INDEPENDENT SCHOOL DISTRICT

As of July 31, 2022



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	7,526,913	7,161,609	(365,304)
Interest & Sinking (599)	501,214	501,936	722
Maintenance Tax Note (197)	233,359	233,695	336
<b>Lone Star Investment Pool</b>	<b>\$8,261,486</b>	<b>\$7,897,240</b>	<b>(\$364,246)</b>



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	273,393	272,128	(1,265)
Interest & Sinking (599)	121,661	125,861	4,200
<b>WestStar Bank</b>	<b>\$395,055</b>	<b>\$397,989</b>	<b>\$2,934</b>

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## GENERAL FUND - CASH FLOW

As of July 31, 2022

Beginning Balance \$ 273,393

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01				250,000				(99,085)		\$ 424,309
02										\$ 424,309
03										\$ 424,309
04										\$ 424,309
05	4,352					(105,412)		(46,984)		\$ 276,264
06								(20,068)		\$ 256,196
07	1,197							(12,265)		\$ 245,128
08								(7,282)		\$ 237,845
09										\$ 237,845
10										\$ 237,845
11								(2,202)		\$ 235,643
12								(170)		\$ 235,473
13				860,000		(47,261)	(596,335)			\$ 451,877
14								(36,397)		\$ 415,480
15		4,323		(277)	(150,216)		(718)	(61,473)	(524)	\$ 206,596
16										\$ 206,596
17										\$ 206,596
18								(7,184)		\$ 199,412
19		200						(12,514)		\$ 187,098
20	1,997	3,129						(4,875)		\$ 187,349
21								(34,543)		\$ 152,806
22		4,692		300,000				(57,806)		\$ 399,692
23										\$ 399,692
24										\$ 399,692
25								(5,289)		\$ 394,404
26	1,247	1,699						(21,251)		\$ 376,100
27				380,000			(292,563)	(117,815)		\$ 345,721
28								(10,665)		\$ 335,056
29					(38,424)			(24,524)		\$ 272,108
30										\$ 272,108
31			20							\$ 272,128
<b>Ending Balance</b>									<b>\$</b>	<b>272,128</b>

# Tornillo Independent School District

## Monthly Summary of Investments

As of July 31, 2022

Fnd-Obj	ACCOUNT NAME	BEGINNING	DEPOSITS	CHECKS	INTEREST	ENDING	INTEREST RATE
		BALANCE				BALANCE	
		7/1/2022				7/31/2022	
199-1110	General Operating	\$ 273,393.37	1,812,836.77	1,814,122.59	20.42	\$ 272,127.97	0.08%
197-1107	Maintenance Tax Note	\$ 233,358.64	0.00	0.00	336.24	\$ 233,694.88	1.5470%
199-1107	Lone Star Inv. Pool#1	\$ 7,526,912.96	1,414,766.30	1,790,000.00	9,929.39	\$ 7,161,608.65	1.5470%
698-1107	Lone Star Inv. Pool/Capital Projects	\$ -	0.00	0.00	0.00	\$ -	1.5470%
599-1110	Interest and Sinking	\$ 121,661.49	4,191.41	0.00	8.46	\$ 125,861.36	0.08%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 501,214.15	0.00	0.00	722.18	\$ 501,936.33	1.5470%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.68	0.00	0.00	0.00	\$ 1.68	1.3254%
		\$ -				\$ -	
698-1107	Lone Star Inv. Pool/CP Government	\$ -	0.00	0.00	0.00	\$ -	1.3254%
698-1110	Construction Funds	\$ (0.00)	0.00	0.00	0.00	\$ (0.00)	0.08%

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**Statement of Compliance:**

The foregoing Investment Report complies with the Investment Policy and District Strategies of the Tornillo ISD.

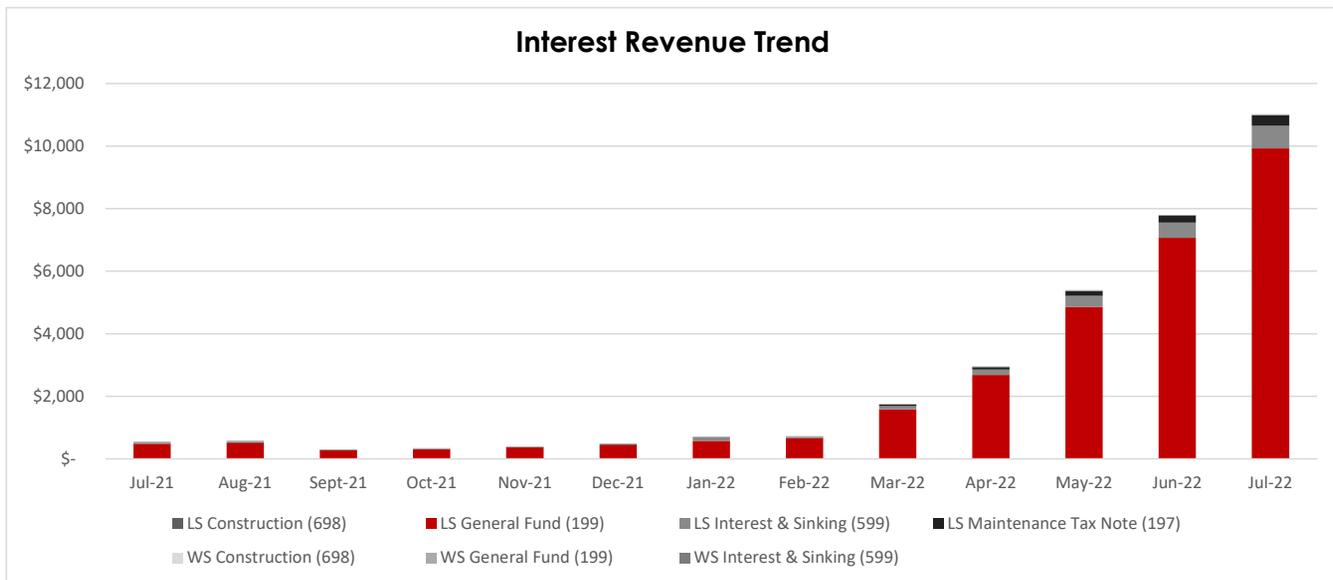
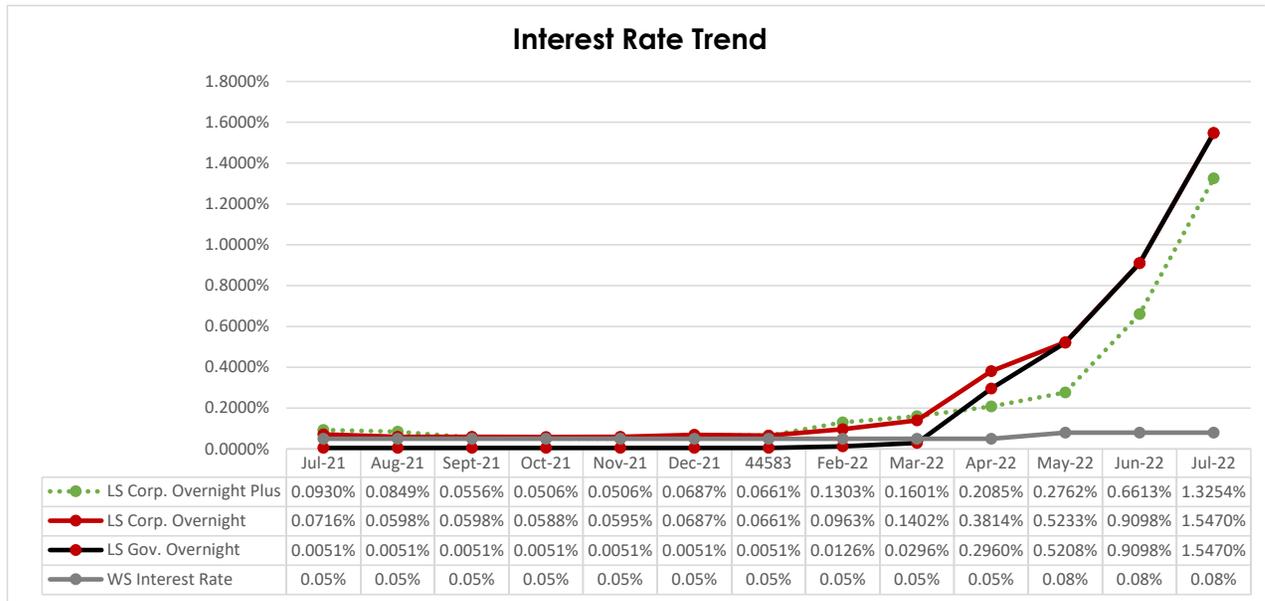


Luis Guerra, Director of Finance



# TORNILLO INDEPENDENT SCHOOL DISTRICT

## INTEREST RATE TRENDS



Participant #: 71908

**Lone Star™ July 2022**  
Investment Pool **Monthly Statement**

Statement Period: 07/01/2022 to 07/31/2022

Luis M Guerra  
Tornillo ISD  
PO Box 170  
Tornillo, Texas 79853-0170



**Summary of Portfolio Holdings**

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	7,161,608.65	1.00	7,161,608.65	90.68%
<b>Totals:</b>				<b>7,161,608.65</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	501,936.33	1.00	501,936.33	6.36%
	Government Overnight Fund	1.68	1.00	1.68	0.00%
<b>Totals:</b>				<b>501,938.01</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	233,694.88	1.00	233,694.88	2.96%
<b>Totals:</b>				<b>233,694.88</b>	

**Totals**

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	1.70 %	7,897,239.86	1.00	7,897,239.86	100.00 %
Government Overnight Fund	0.00 %	1.68	1.00	1.68	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
<b>Total Value:</b>				<b>7,897,241.54</b>	<b>100.00 %</b>

**Portfolio Transactions**

**General Fund - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2022	Starting Balance	7,526,912.96			7,526,912.96
07/01/2022	Interest Adjustment 6/16/22 interest recalculation	7,526,914.08	1.12	1.00	1.12
07/01/2022	Withdrawal	7,276,914.08	-250,000.00	1.00	-250,000.00
07/13/2022	Withdrawal	6,416,914.08	-860,000.00	1.00	-860,000.00
07/18/2022	Deposit	6,437,866.03 <sup>1</sup>	20,951.99	1.00	20,951.99
07/22/2022	Withdrawal	6,137,866.07	-300,000.00	1.00	-300,000.00

**General Fund - Corporate Overnight Fund (Continued)**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/25/2022	Deposit	7,091,470.07	953,604.00	1.00	953,604.00
07/26/2022	Deposit	7,211,844.96	120,374.89	1.00	120,374.89
07/26/2022	Deposit	7,234,301.00	22,456.04	1.00	22,456.04
07/26/2022	Deposit	7,239,867.43	5,566.43	1.00	5,566.43
07/26/2022	Deposit	7,242,660.46	2,793.03	1.00	2,793.03
07/26/2022	Deposit	7,249,639.35	6,978.89	1.00	6,978.89
07/26/2022	Deposit	7,250,481.68	842.33	1.00	842.33
07/26/2022	Deposit	7,293,259.43	42,777.75	1.00	42,777.75
07/26/2022	Deposit	7,304,524.07	11,264.64	1.00	11,264.64
07/26/2022	Deposit	7,314,272.55	9,748.48	1.00	9,748.48
07/26/2022	Deposit	7,319,156.74	4,884.19	1.00	4,884.19
07/26/2022	Deposit	7,367,398.14	48,241.40	1.00	48,241.40
07/26/2022	Deposit	7,371,119.12	3,720.98	1.00	3,720.98
07/26/2022	Deposit	7,380,124.13	9,005.01	1.00	9,005.01
07/26/2022	Deposit	7,387,100.23	6,976.10	1.00	6,976.10
07/26/2022	Deposit	7,388,655.01	1,554.78	1.00	1,554.78
07/27/2022	Withdrawal	7,008,655.01	-380,000.00	1.00	-380,000.00
07/29/2022	Deposit	7,151,679.26	143,024.25	1.00	143,024.25
07/29/2022	Interest	7,161,608.65	9,929.39	1.00	9,929.39
07/31/2022	Ending Balance	7,161,608.65			7,161,608.65

**Interest & Sinking Account - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2022	Starting Balance	501,214.15			501,214.15
07/01/2022	Interest Adjustment 6/16/22 interest recalculation	501,214.23	0.08	1.00	0.08
07/29/2022	Interest	501,936.33	722.10	1.00	722.10
07/31/2022	Ending Balance	501,936.33			501,936.33

**Interest & Sinking Account - Government Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2022	Starting Balance	1.68			1.68
07/31/2022	Ending Balance	1.68			1.68

**Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2022	Starting Balance	233,358.64			233,358.64
07/01/2022	Interest Adjustment 6/16/22 interest recalculation	233,358.68	0.04	1.00	0.04
07/29/2022	Interest	233,694.88	336.20	1.00	336.20
07/31/2022	Ending Balance	233,694.88			233,694.88

### **Important Information about this statement**

Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days after receipt of this statement. Trades pending settlement will not appear on this statement. All such trades will appear in the next monthly statement. The yield for the period is an annualized rate that reflects the relationship between the average amount of income earned and the average daily balance for the account. Please notify First Public promptly and in writing of any changes of address or phone number. Times of transactions will be furnished upon written request. The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, charges and expenses associated with municipal fund securities before investing. All transactions are no load. No remuneration has, or will be, paid to any entity in connection with this transaction. An investor may obtain an Information Statement by contacting First Public at the address and phone number identified above. An investment in Lone Star investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation ("FDIC") or any other government agency and although Lone Star Investment Pool seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in municipal fund securities.



# Tornillo Independent School District

## El Paso Electric Transformer Upgrades

	High School 430 Oil Mill Lighting & Fire Pump 17121	Junior High 300 Oil Mill Upgrade 17124	Intermediate 420-A Oil Mill Upgrade 17123	Elementary 19200 Gabby Upgrade 17122	Total
Paid	\$ 27,545.82	\$ 20,082.17	\$ 22,333.48	\$ 17,853.07	\$ 87,814.54
Total Reimbursed	5,338.32	20,571.76	8,058.66	18,302.90	52,271.64
Balance	\$ 22,207.50	\$ (489.59)	\$ 14,274.82	\$ (449.83)	\$ 35,542.90
Balance per EP Electric	\$ 22,399.97	\$ -	\$ 14,432.52	\$ -	\$ 36,832.49
Additional Reimbursement	\$ 192.47	\$ 489.59	\$ 157.70	\$ 449.83	\$ 1,289.59

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Date	Reimbursements				Total
10/3/2018	\$ 1,444.95	\$ 1,465.95	\$ 4,951.78	\$ 7,552.49	\$ 15,415.17
10/15/2019	\$ 1,565.01		\$ 1,794.80	\$ 2,523.03	\$ 5,882.84
10/8/2020				\$ 1,537.64	\$ 1,537.64
11/30/2020	\$ 1,303.10				\$ 1,303.10
9/27/2021		\$ 19,105.81			\$ 19,105.81
9/15/2021	\$ 1,025.26				\$ 1,025.26
9/1/2021			\$ 1,312.08		\$ 1,312.08
9/21/2021				\$ 6,689.74	\$ 6,689.74

# TORNILLO INDEPENDENT SCHOOL DISTRICT

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## \$25K AND ABOVE PAYMENTS

As per Board policy CH Local, any single payment of twenty-five-thousand dollars and above must be board approved the transactions take place. The following are the (5) payments over the twenty-five thousand dollar threshold paid to several vendors:

<b>Check #</b>	<b>Amount</b>	<b>Vendor</b>	<b>Comments</b>
156887	\$34,762.50	Prime Irrigation landscape	Board Approved
156897	\$60,340.00	Allstar Construction	Board Approved
156951	\$93,836.52	Dell Marketing	Board Approved
156982	\$30,243.61	El Paso Electric	Consisted of Various Invoices
157009	\$43,333.33	LEEDS VII Engage Holdings	Board Approved
157020	\$30,620.10	First Financial Group of America	Consisted of Various Invoices
10002105	\$93,599.06	Commerce	Consisted of Various Invoices
20000743	\$48,246.09	DEMCO Inc	Board Approved

Note: Payments made to First Financial Group of America are for the employee benefit plan premiums deducted from employees of the District.

Account#: 100003379  
Date Range: 07-01-2022 to 07-31-2022

# Check Register

Date: 08-02-2022  
Time: 10:18 AM  
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**VendorID : WestStar Bank - 100003379**

441	07/13/2022	501232	Raymond Bonilla	Issued	\$354.00	Employee Reimbursement Direct Deposit	
442	07/13/2022	500128	Jose Silva-Smith	Issued	\$204.00	Employee Reimbursement Direct Deposit	
156866	07/13/2022	10138	El Paso Disposal, LP	Issued	\$607.26	Paper Check	
156867	07/13/2022	10190	Fabens Oil Co.	Issued	\$35.04	Paper Check	
156868	07/13/2022	10268	Gibson,Ruddock,Patterson, Llc.	Issued	\$490.00	Paper Check	
156869	07/13/2022	10279	Govconnection, Inc.	Issued	\$6,708.95	Paper Check	
156870	07/13/2022	10378	Indian Cliffs Ranch, Inc.	Issued	\$284.49	Paper Check	
156871	07/13/2022	10592	National Restaurant Supply	Issued	\$1,578.00	Paper Check	
156872	07/13/2022	10630	Region 19 Education Service Center	Issued	\$1,050.00	Paper Check	
156873	07/13/2022	10867	West Texas County Courier	Issued	\$3,915.00	Paper Check	
156874	07/13/2022	20022	Citibank	Issued	\$625.00	Paper Check	
156875	07/13/2022	20022	Citibank	Issued	\$245.16	Paper Check	
156876	07/13/2022	20022	Citibank	Issued	\$879.20	Paper Check	
156877	07/13/2022	20022	Citibank	Issued	\$703.96	Paper Check	
156878	07/13/2022	20022	Citibank	Issued	\$251.00	Paper Check	
156879	07/13/2022	20022	Citibank	Issued	\$55.24	Paper Check	
156880	07/13/2022	20028	Amplify Education, Inc	Issued	\$3,200.00	Paper Check	
156881	07/13/2022	20059	Subway	Issued	\$75.60	Paper Check	
156882	07/13/2022	20060	Nasco Education LLC	Issued	\$914.90	Paper Check	
156883	07/13/2022	20169	El Paso County Water Improvement	Issued	\$4,746.61	Paper Check	
156884	07/13/2022	20206	Texas Excavation Safety System,	Issued	\$91.20	Paper Check	
156885	07/13/2022	20215	Spectrum Paper Co, Inc.	Issued	\$860.73	Paper Check	
156886	07/13/2022	20447	Super Chef Inc.	Issued	\$1,789.88	Paper Check	
156887	07/13/2022	20543	Prime Irrigation & Landscape, In	37	Issued	\$34,762.50	Paper Check
156888	07/13/2022	20587	Bradley's Hardware Inc	Issued	\$18.01	Paper Check	

Account#: 100003379  
Date Range: 07-01-2022 to 07-31-2022

# Check Register

Date: 08-02-2022  
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156889	07/13/2022	20611	Frontline Technologies	Issued	\$25.16	Paper Check
156890	07/13/2022	20657	Carpet Pile of TX	Issued	\$1,202.25	Paper Check
156891	07/13/2022	20700	Mediwaste Disposal, LLC	Issued	\$350.00	Paper Check
156892	07/13/2022	20710	Araceli L. Muro	Issued	\$1,600.00	Paper Check
156893	07/13/2022	20714	Children's Home therapy specialists dba Villa Children's therapy	Issued	\$1,985.00	Paper Check
156894	07/13/2022	20810	T-Mobile USA Inc.	Issued	\$302.20	Paper Check
156895	07/13/2022	20812	Western States Fire Protection Co	Issued	\$475.00	Paper Check
156896	07/13/2022	20934	Great Minds PBC	Issued	\$3,900.00	Paper Check
156897	07/13/2022	20937	Allstar construction	Issued	\$60,340.00	Paper Check
156899	07/13/2022	501136	Amanda Telles	Issued	\$204.00	Paper Check
156900	07/22/2022	10013	Texas Department of Public Safety	Issued	\$8.00	Paper Check
156901	07/22/2022	10033	Apple, Inc.	Issued	\$1,575.00	Paper Check
156902	07/22/2022	10050	Barnes & Noble	Issued	\$2,461.20	Paper Check
156903	07/22/2022	10138	El Paso Disposal, LP	Issued	\$1,315.72	Paper Check
156904	07/22/2022	10144	El Paso ISD	Issued	\$1,038.18	Paper Check
156905	07/22/2022	10190	Fabens Oil Co.	Issued	\$3,599.27	Paper Check
156906	07/22/2022	10361	Home Depot Credit Services	Issued	\$82.85	Paper Check
156907	07/22/2022	10592	National Restaurant Supply	Issued	\$608.35	Paper Check
156908	07/22/2022	10601	Office Depot	Issued	\$3,502.40	Paper Check
156909	07/22/2022	10614	Perky Press	Issued	\$633.75	Paper Check
156910	07/22/2022	10636	Russell Sigler Inc	Issued	\$771.33	Paper Check
156911	07/22/2022	10662	Sizzling Caesars, Llc	Issued	\$126.67	Paper Check
156912	07/22/2022	10786	College Entrance Examination Board PSAT	Issued	\$924.00	Paper Check
156913	07/22/2022	10864	Walmart Community/Capital One	Issued	\$439.18	Paper Check
156914	07/22/2022	20022	Citibank	Issued	\$33.00	Paper Check
156915	07/22/2022	20022	Citibank	Issued	\$3,843.78	Paper Check

Account#: 100003379  
Date Range: 07-01-2022 to 07-31-2022

# Check Register

Date: 08-02-2022  
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156916	07/22/2022	20022	Citibank	Issued	\$3.75	Paper Check
156917	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156918	07/22/2022	20022	Citibank	Issued	\$40.00	Paper Check
156919	07/22/2022	20022	Citibank	Issued	\$250.00	Paper Check
156920	07/22/2022	20022	Citibank	Issued	\$20.00	Paper Check
156921	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156922	07/22/2022	20022	Citibank	Issued	\$350.00	Paper Check
156923	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156924	07/22/2022	20022	Citibank	Issued	\$20.00	Paper Check
156925	07/22/2022	20022	Citibank	Issued	\$37.68	Paper Check
156926	07/22/2022	20022	Citibank	Issued	\$141.25	Paper Check
156927	07/22/2022	20022	Citibank	Issued	\$768.69	Paper Check
156928	07/22/2022	20022	Citibank	Issued	\$242.96	Paper Check
156929	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156930	07/22/2022	20022	Citibank	Issued	\$768.69	Paper Check
156931	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156932	07/22/2022	20022	Citibank	Issued	\$3,588.25	Paper Check
156933	07/22/2022	20022	Citibank	Issued	\$20.76	Paper Check
156934	07/22/2022	20022	Citibank	Issued	\$90.02	Paper Check
156935	07/22/2022	20022	Citibank	Issued	\$227.57	Paper Check
156936	07/22/2022	20022	Citibank	Issued	\$296.96	Paper Check
156937	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156938	07/22/2022	20022	Citibank	Issued	\$485.22	Paper Check
156939	07/22/2022	20022	Citibank	Issued	\$662.51	Paper Check
156940	07/22/2022	20022	Citibank	Issued	\$1,024.92	Paper Check
156941	07/22/2022	20022	Citibank	Issued	\$44.97	Paper Check

Account#: 100003379  
Date Range: 07-01-2022 to 07-31-2022

# Check Register

Date: 08-02-2022  
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156942	07/22/2022	20022	Citibank	Issued	\$100.00	Paper Check
156943	07/22/2022	20059	Subway	Issued	\$305.40	Paper Check
156944	07/22/2022	20124	Time Warner Cable Texas LLC	Issued	\$5,937.46	Paper Check
156945	07/22/2022	20180	ACET	Issued	\$470.00	Paper Check
156946	07/22/2022	20196	Enrique Esparza	Issued	\$1,072.00	Paper Check
156947	07/22/2022	20215	Spectrum Paper Co, Inc.	Issued	\$6,481.18	Paper Check
156948	07/22/2022	20314	R.T.C., Inc.	Issued	\$1,490.00	Paper Check
156949	07/22/2022	20389	Mountain Desert Water LLC	Issued	\$350.26	Paper Check
156950	07/22/2022	20491	Western Psychological Services	Issued	\$1,246.00	Paper Check
156951	07/22/2022	20572	Dell Marketing L.P.	Issued	\$93,836.52	Paper Check
156952	07/22/2022	20662	Citibank	Issued	\$342.64	Paper Check
156953	07/22/2022	20662	Citibank	Issued	\$927.90	Paper Check
156954	07/22/2022	20662	Citibank	Issued	\$250.89	Paper Check
156955	07/22/2022	20714	Children's Home therapy specialists dba Villa Children's therapy	Issued	\$450.00	Paper Check
156956	07/22/2022	20739	Riverside Assessments, LLC	Issued	\$3,830.20	Paper Check
156957	07/22/2022	20749	Young Rembrandts	Issued	\$1,360.00	Paper Check
156958	07/22/2022	20790	Appraisal & Collection Technologies, LLC	Issued	\$249.00	Paper Check
156959	07/22/2022	20804	EP Techworks LLC	Issued	\$16,190.79	Paper Check
156960	07/22/2022	20820	Empire signs and graphics	Issued	\$320.00	Paper Check
156961	07/22/2022	20823	Entravision Communications Corp	Issued	\$3,000.00	Paper Check
156962	07/22/2022	20888	Glowforge, Inc	Issued	\$9,886.00	Paper Check
156963	07/22/2022	20894	J.W. Pepper & Son, Inc.	Issued	\$4,480.21	Paper Check
156964	07/22/2022	20916	El Paso SLI Sign Language Interpreters LLC.	Issued	\$165.00	Paper Check
156965	07/22/2022	20918	Prodigies Music	Issued	\$4,068.40	Paper Check
156966	07/22/2022	20941	dunn-edwards	40 Issued	\$176.52	Paper Check
156967	07/22/2022	20942	The Science Duo, LLC	Issued	\$299.00	Paper Check

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156969	07/22/2022	20022	Citibank	Issued	\$196.02	Paper Check
156970	07/22/2022	20059	Subway	Issued	\$69.90	Paper Check
156971	07/22/2022	20022	Citibank	Issued	\$383.81	Paper Check
156972	07/22/2022	20022	Citibank	Issued	\$568.02	Paper Check
156973	07/22/2022	20022	Citibank	Issued	\$1,265.52	Paper Check
156974	07/22/2022	20022	Citibank	Issued	\$949.14	Paper Check
156975	07/22/2022	20022	Citibank	Issued	\$1,265.52	Paper Check
156976	07/22/2022	20022	Citibank	Issued	\$949.14	Paper Check
156977	07/22/2022	20572	Dell Marketing L.P.	Issued	\$3,592.03	Paper Check
156978	07/22/2022	20662	Citibank	Issued	\$26.80	Paper Check
156979	07/22/2022	20821	Winsupply of West El Paso	Issued	\$482.18	Paper Check
156980	07/22/2022	20543	Prime Irrigation & Landscape, In	Issued	\$22,386.12	Paper Check
156981	07/28/2022	10080	Ced-Triangle Electric -El Paso	Issued	\$550.39	Paper Check
156982	07/28/2022	10139	El Paso Electric Co.	Issued	\$30,243.61	Paper Check
156983	07/28/2022	10190	Fabens Oil Co.	Issued	\$35.04	Paper Check
156984	07/28/2022	10361	Home Depot Credit Services	Issued	\$3,012.08	Paper Check
156985	07/28/2022	10601	Office Depot	Issued	\$2,345.59	Paper Check
156986	07/28/2022	10864	Walmart Community/Capital One	Issued	\$31.69	Paper Check
156987	07/28/2022	20022	Citibank	Issued	\$75.21	Paper Check
156988	07/28/2022	20022	Citibank	Issued	\$56.67	Paper Check
156989	07/28/2022	20022	Citibank	Issued	\$4.33	Paper Check
156990	07/28/2022	20022	Citibank	Issued	\$163.25	Paper Check
156991	07/28/2022	20022	Citibank	Issued	\$33.98	Paper Check
156992	07/28/2022	20022	Citibank	Issued	\$99.74	Paper Check
156993	07/28/2022	20022	Citibank	Issued	\$870.16	Paper Check
156994	07/28/2022	20022	Citibank	Issued	\$507.00	Paper Check

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156995	07/28/2022	20215	Spectrum Paper Co, Inc.	Issued	\$70.00	Paper Check
156996	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
156997	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
156998	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$16.75	Paper Check
156999	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$16.75	Paper Check
157000	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
157001	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$16.75	Paper Check
157002	07/28/2022	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
157003	07/28/2022	20494	RedGear LLC	Issued	\$10,643.26	Paper Check
157004	07/28/2022	20657	Carpet Pile of TX	Issued	\$1,757.50	Paper Check
157005	07/28/2022	20662	Citibank	Issued	\$265.33	Paper Check
157006	07/28/2022	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	\$4,346.00	Paper Check
157007	07/28/2022	20804	EP Techworks LLC	Issued	\$7,937.30	Paper Check
157008	07/28/2022	20812	Western States Fire Protection Co	Issued	\$821.00	Paper Check
157009	07/28/2022	20900	LEEDS VII Engage Holdings, LLC	Issued	\$43,333.33	Paper Check
157010	07/28/2022	20902	El paso Vacuum	Issued	\$713.00	Paper Check
157011	07/28/2022	20937	Allstar construction	Issued	\$64,200.00	Paper Check
157012	07/28/2022	20941	dunn-edwards	Issued	\$761.20	Paper Check
157013	07/28/2022	10724	Texas AFT- Associate Membership Program	Issued	\$210.00	Paper Check
157014	07/28/2022	10848	United Way Of El Paso County	Issued	\$15.00	Paper Check
157015	07/28/2022	20007	Stuart C. Cox	Issued	\$1,379.00	Paper Check
157016	07/28/2022	20008	Texas State Teacher Association	Issued	\$138.24	Paper Check
157017	07/28/2022	20009	Association of Texas Professional Educator	Issued	\$102.35	Paper Check
157018	07/28/2022	20009	Association of Texas Professional Educator	Issued	\$102.35	Paper Check
157019	07/28/2022	20010	LegalShield	Issued	\$135.52	Paper Check
157020	07/28/2022	20011	First Financial Group of America	Issued	\$30,620.10	Paper Check

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10002049	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002050	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002051	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002052	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002053	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002054	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002055	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002056	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002057	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002058	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002059	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002060	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002061	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002062	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002063	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$296.77	ACH
10002064	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002065	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH
10002066	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002067	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$296.77	ACH
10002068	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002069	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002070	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002071	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH
10002072	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002073	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002074	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH

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10002075	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002076	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$296.77	ACH
10002077	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002078	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002079	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002080	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002081	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002082	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002083	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002084	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002085	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH
10002086	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002087	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH
10002088	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002089	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002090	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002091	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002092	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002093	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002094	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002095	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$296.77	ACH
10002096	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002097	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002098	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$137.50	ACH
10002099	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002100	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH

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10002101	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002102	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002103	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$242.00	ACH
10002104	07/22/2022	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002105	07/22/2022	20765	Commerce Bank	Issued	\$93,599.06	ACH
200000727	07/13/2022	10229	Follett School Solutions, Inc.	Issued	\$12,071.51	Vendor Credit Card
200000728	07/13/2022	10546	Lakeshore Learning Materials	Issued	\$4,150.45	Vendor Credit Card
200000729	07/13/2022	10611	Pearson Assessments	Issued	\$232.75	Vendor Credit Card
200000730	07/13/2022	10620	Positive Promotions	Issued	\$395.10	Vendor Credit Card
200000731	07/13/2022	10679	Spectrum Imaging	Issued	\$4,151.30	Vendor Credit Card
200000732	07/13/2022	20017	School Specialty Inc.	Issued	\$147.80	Vendor Credit Card
200000733	07/13/2022	20265	4imprint, Inc.	Issued	\$2,581.09	Vendor Credit Card
200000734	07/13/2022	20270	Texas Association for the Gifted	Issued	\$520.00	Vendor Credit Card
200000735	07/13/2022	20470	O'Reilly Auto Enterprises LLC	Issued	\$200.41	Vendor Credit Card
200000736	07/22/2022	10308	Guitar Center	Issued	\$7,840.00	Vendor Credit Card
200000737	07/22/2022	10546	Lakeshore Learning Materials	Issued	\$9,638.70	Vendor Credit Card
200000738	07/22/2022	10603	Oriental Trading Co., Inc.	Issued	\$93.05	Vendor Credit Card
200000739	07/22/2022	10707	TASBO	Issued	\$505.00	Vendor Credit Card
200000740	07/22/2022	10859	Verizon Wireless	Issued	\$378.41	Vendor Credit Card
200000741	07/22/2022	20017	School Specialty Inc.	Issued	\$2,031.89	Vendor Credit Card
200000742	07/22/2022	20036	Johnstone Supply	Issued	\$2,752.44	Vendor Credit Card
200000743	07/22/2022	20052	DEMCO, Inc	Issued	\$48,246.09	Vendor Credit Card
200000744	07/22/2022	20257	Seidlitz Education	Issued	\$3,231.85	Vendor Credit Card
200000745	07/22/2022	20263	TCEA	Issued	\$1,734.00	Vendor Credit Card
200000746	07/22/2022	20265	4imprint, Inc.	Issued	\$374.37	Vendor Credit Card
200000747	07/22/2022	20312	Service Supply	Issued	\$1,044.60	Vendor Credit Card

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200000748	07/22/2022	20391	Ken Scholten dba KD Scholten Com	Issued	\$23,562.90	Vendor Credit Card
200000749	07/22/2022	20597	El Paso Reprographics	Issued	\$2,950.50	Vendor Credit Card
200000750	07/22/2022	20647	AVID Center	Issued	\$650.00	Vendor Credit Card
200000751	07/28/2022	10068	Bsn Sports Collegiate	Issued	\$1,000.00	Vendor Credit Card
200000752	07/28/2022	10542	La Estrella	Issued	\$448.00	Vendor Credit Card
200000753	07/28/2022	10669	Sonitrol Of El Paso	Issued	\$1,914.00	Vendor Credit Card
200000754	07/28/2022	20255	Mentru Enterprises	Issued	\$450.00	Vendor Credit Card
200000755	07/28/2022	20288	School Mate	Issued	\$555.00	Vendor Credit Card

**Total Checks:** 241

**Total Amount:** 798,342.67

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date	Check Number	Invoice Number
985944	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-227.50	200000695	AP Check	200000695	AP Check	20490	Blanco Ordenez Mata & Wallace P.C.		6/9/2022	20000695	
988085	6/16/2022	212-00-2110-02-000-00-0-00	2022	000	-2543.00	200000698	AP Check	200000698	AP Check	10068	Bsn Sports Collegiate		6/16/2022	20000698	
988100	6/16/2022	282-00-2110-02-000-00-0-00	2022	000	-4319.12	200000704	AP Check	200000704	AP Check	20052	DEMCO, Inc		6/16/2022	20000704	
988087	6/16/2022	281-00-2110-02-000-00-0-00	2022	000	-162.00	200000699	AP Check	200000699	AP Check	10308	Guitar Center		6/16/2022	20000699	
988094	6/16/2022	199-00-2110-02-000-00-0-00	2022	000	-217.74	200000700	AP Check	200000700	AP Check	10384	InSCO Distributing Inc.		6/16/2022	20000700	
988092	6/16/2022	199-00-2110-02-000-00-0-00	2022	000	-1815.95	200000703	AP Check	200000703	AP Check	20036	Johnstone Supply		6/16/2022	20000703	
985926	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-95.13	200000690	AP Check	200000690	AP Check	10603	Oriental Trading Co., Inc.		6/9/2022	20000690	
988102	6/16/2022	199-00-2110-02-000-00-0-00	2022	000	-1101.00	200000705	AP Check	200000705	AP Check	20257	Seidlitz Education		6/16/2022	20000705	
988089	6/16/2022	199-00-2110-02-000-00-0-00	2022	000	-136.25	200000702	AP Check	200000702	AP Check	10669	Sonitrol Of El Paso		6/16/2022	20000702	
985938	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-7582.11	200000691	AP Check	200000691	AP Check	10672	Southern Computer Warehouse		6/9/2022	20000691	
985937	6/9/2022	279-00-2110-02-000-00-0-00	2022	999	-1735.12	200000691	AP Check	200000691	AP Check	10672	Southern Computer Warehouse		6/9/2022	20000691	
949488	3/4/2022	199-00-2110-02-000-00-0-00	2022	000	-270.00	200000572	AP Check	200000572	AP Check	10707	TASBO		3/4/2022	20000572	
985924	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-378.41	200000693	AP Check	200000693	AP Check	10859	Verizon Wireless		6/9/2022	20000693	
985940	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-506.25	200000696	AP Check	200000696	AP Check	20775	American Refrigeration Supplies, Inc		6/9/2022	20000696	
985946	6/9/2022	199-00-2110-02-000-00-0-00	2022	000	-733.66	200000689	AP Check	200000689	AP Check	10027	Amerigas Propane, L.P.		6/9/2022	20000689	
971510	5/5/2022	199-00-2110-02-000-00-0-00	2022	000	-864.78	200000631	AP Check	200000631	AP Check	10027	Amerigas Propane, L.P.		5/5/2022	20000631	
965531	4/13/2022	199-00-2110-02-000-00-0-00	2022	000	-3950.00	200000613	AP Check	200000613	AP Check	10027	Amerigas Propane, L.P.		4/13/2022	20000613	
984423	6/3/2022	281-00-2110-02-000-00-0-00	2022	000	-895.40	200000681	AP Check	200000681	AP Check	10062	Blick Art Materials		6/3/2022	20000681	
984425	6/3/2022	211-00-2110-02-000-00-0-00	2022	000	-2127.00	200000682	AP Check	200000682	AP Check	10068	Bsn Sports Collegiate		6/3/2022	20000682	
984421	6/3/2022	480-00-2110-02-000-00-0-00	2022	000	-401.27	200000684	AP Check	200000684	AP Check	10221	Flinn Scientific, Inc.		6/3/2022	20000684	
984429	6/3/2022	199-00-2110-02-000-00-0-00	2022	000	-24701.04	200000688	AP Check	200000688	AP Check	20391	Ken Scholten dba KD Scholten Company		6/3/2022	20000688	
980250	5/23/2022	199-00-2110-02-000-00-0-00	2022	000	-20755.20	200000665	AP Check	200000665	AP Check	20577	L & W Supply		5/23/2022	20000665	
985922	6/9/2022	224-00-2110-02-000-00-0-00	2022	000	-157.41	200000692	AP Check	200000692	AP Check	10687	Staples Advantage		6/9/2022	20000692	
984432	6/3/2022	199-00-2110-02-000-00-0-00	2022	000	-811.50	200000685	AP Check	200000685	AP Check	10687	Staples Advantage		6/3/2022	20000685	
984433	6/3/2022	224-00-2110-02-000-00-0-00	2022	000	-113.80	200000685	AP Check	200000685	AP Check	10687	Staples Advantage		6/3/2022	20000685	
984427	6/3/2022	281-00-2110-02-000-00-0-00	2022	000	-1366.34	200000687	AP Check	200000687	AP Check	20199	The Prophet Corporation		6/3/2022	20000687	
981779	5/26/2022	199-00-2110-02-000-00-0-00	2022	000	-2394.69	200000671	AP Check	200000671	AP Check	10859	Verizon Wireless		5/26/2022	20000671	
984419	6/3/2022	199-00-2110-02-000-00-0-00	2022	000	-847.35	200000683	AP Check	200000683	AP Check	10070	C & M Plaque & Trophy Inc.		6/3/2022	20000683	
983712	6/1/2022	181-00-2110-02-000-00-0-00	2022	000	-2252.00	200000674	AP Check	200000674	AP Check	10068	Bsn Sports Collegiate		6/1/2022	20000674	
983730	6/1/2022	199-00-2110-02-000-00-0-00	2022	000	-2477.80	200000680	AP Check	200000680	AP Check	20635	Stewart & Stevenson LLC		6/1/2022	20000680	
983728	6/1/2022	199-00-2110-02-000-00-0-00	2022	000	-1204.28	200000679	AP Check	200000679	AP Check	20470	O'Reilly Auto Enterprises LLC		6/1/2022	20000679	
983724	6/1/2022	199-00-2110-02-000-00-0-00	2022	000	-907.80	200000676	AP Check	200000676	AP Check	10384	InSCO Distributing Inc.		6/1/2022	20000676	
983720	6/1/2022	281-00-2110-02-000-00-0-00	2022	000	-2301.16	200000678	AP Check	200000678	AP Check	20199	The Prophet Corporation		6/1/2022	20000678	
983722	6/1/2022	281-00-2110-02-000-00-0-00	2022	000	-1080.00	200000675	AP Check	200000675	AP Check	10308	Guitar Center		6/1/2022	20000675	
983711	6/1/2022	461-00-2110-02-000-00-0-00	2022	000	-1360.00	200000674	AP Check	200000674	AP Check	10068	Bsn Sports Collegiate		6/1/2022	20000674	
981754	5/26/2022	199-00-2110-02-000-00-0-00	2022	000	-332.95	200000669	AP Check	200000669	AP Check	10620	Positive Promotions		5/26/2022	20000669	
981752	5/26/2022	282-00-2110-02-000-00-0-00	2022	000	-474.05	200000668	AP Check	200000668	AP Check	10546	Lakeshore Learning Materials		5/26/2022	20000668	
					-93599.06										

<u>Payee ID</u>	<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Check Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Pgm Year</u>	<u>Invoice Amount</u>
20022	Citibank	1505	06/26/2022	156874	07/13/2022	Travel for Instr. Tech Specialist; ISTE Conference New Orleans	211-13-6411-22-999-11-0-00	2022	\$ 625.00
20022	Citibank	06292022	06/29/2022	156875	07/13/2022	Hotel reservation cancellation- Bullard	199-41-6419-02-702-99-0-00		\$ 245.16
20022	Citibank	AQJMJC	07/11/2022	156876	07/13/2022	AVID Summer Flight for Amanda Telles	281-13-6411-00-001-30-0-00	2021	\$ 879.20
20022	Citibank	4FZK3G	06/14/2022	156877	07/13/2022	Flight for Mr. Jose Silva-Smith to the CSAT Conference	199-11-6411-00-001-22-0-00		\$ 703.96
20022	Citibank	7427141	06/09/2022	156878	07/13/2022	Notary License Renewal-Imelda Garcia	199-41-6299-00-727-99-0-00		\$ 251.00
20022	Citibank	INV155227926	06/30/2022	156879	07/13/2022	Monthly fee for Zoom Subscription	199-41-6499-00-701-99-0-00		\$ 55.24
20022	Citibank	TKORD080004216025	05/23/2022	156898	07/13/2022	For tickets to Six Flags San Antonio, TX for Senior Trip 2022	865-00-2191-01-001-01-0-00		\$ 1,974.35
20022	Citibank	1NJ1EC10030451	07/13/2022	156914	07/22/2022	Misc. Items for PD	199-41-6499-00-701-99-0-00		\$ 33.00
20022	Citibank	23239858	07/13/2022	156915	07/22/2022	Misc. items for district convocation	211-13-6399-00-999-30-0-00	2022	\$ 3,843.78
20022	Citibank	012693	07/20/2022	156916	07/22/2022	New employee/substitute orientation snacks and supplies	199-41-6499-00-727-99-0-00		\$ 3.75
20022	Citibank	610Q2RZC	07/12/2022	156917	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-041-30-0-00	2021	\$ 662.51
20022	Citibank	007337	04/27/2022	156918	07/22/2022	Books for librarian Elementary TLC 2022	282-12-6329-00-101-30-0-00	2021	\$ 40.00
20022	Citibank	2447590488045268	06/21/2022	156919	07/22/2022	AGA Conference 2022	199-41-6499-00-750-99-0-00		\$ 250.00
20022	Citibank	019531	07/19/2022	156920	07/22/2022	New employee/substitute orientation snacks and supplies	199-41-6499-00-727-99-0-00		\$ 20.00
20022	Citibank	019531	07/19/2022	156920	07/22/2022	supplies	199-41-6499-00-727-99-0-00		
20022	Citibank	1017Q2RZ	07/12/2022	156921	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-001-30-0-00	2021	\$ 662.51
20022	Citibank	1981564633709288	06/21/2022	156922	07/22/2022	AGA Conference 2022	199-41-6499-00-750-99-0-00		\$ 350.00
20022	Citibank	913Q2RZ	07/12/2022	156923	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-044-30-0-00	2021	\$ 662.51
20022	Citibank	Pub 04272022	04/27/2022	156924	07/22/2022	Books for librarian incidental expense TLA 2022	282-12-6329-00-101-30-0-00	2021	\$ 20.00
20022	Citibank	033573	07/20/2022	156925	07/22/2022	New employee/substitute orientation snacks and supplies	199-41-6499-00-727-99-0-00		\$ 37.68
20022	Citibank	10	07/19/2022	156926	07/22/2022	New employee/substitute orientation snacks and supplies	199-41-6499-00-727-99-0-00		\$ 141.25
20022	Citibank	2042Q2	07/09/2022	156927	07/22/2022	Hotel costs for counselors to attend the ASCA conference	199-31-6411-00-044-11-0-00		\$ 384.35
20022	Citibank	2042Q2	07/09/2022	156927	07/22/2022	Hotel costs for counselors to attend the ASCA conference	199-31-6411-00-041-11-0-00		\$ 384.34
20022	Citibank	3KWFT6	04/07/2022	156928	07/22/2022	Spring 2022 ACET Conference - HR	199-41-6411-00-727-99-0-00		\$ 242.96

20022	Citibank	3KWFT6	04/07/2022	156928	07/22/2022	Director	199-41-6411-00-727-99-0-00		
20022	Citibank	1003Q2RZ	07/12/2022	156929	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-001-30-0-00	2021	\$ 662.51
20022	Citibank	1240Q2	07/09/2022	156930	07/22/2022	Hotel costs for counselors to attend the ASCA conference	199-31-6411-00-044-11-0-00		\$ 384.35
20022	Citibank	1240Q2	07/09/2022	156930	07/22/2022	Hotel costs for counselors to attend the ASCA conference	199-31-6411-00-041-11-0-00		\$ 384.34
20022	Citibank	806Q2RZ	07/12/2022	156931	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-001-30-0-00	2021	\$ 662.51
20022	Citibank	113-2698750-5032268	07/12/2022	156932	07/22/2022	Misc. items for district convocation	211-13-6399-00-999-30-0-00	2022	\$ 3,588.25
20022	Citibank	pWJU	04/27/2022	156933	07/22/2022	Books for librarian at Elementary, incidental expense TLA 2022	282-12-6329-00-101-30-0-00	2021	\$ 20.76
20022	Citibank	1558589196	04/27/2022	156934	07/22/2022	Books for librarian incidental expense TLA 2022	282-12-6329-00-041-30-0-00	2021	\$ 90.02
20022	Citibank	360557013	07/16/2022	156935	07/22/2022	Rental car for CTE Coordinator;	199-13-6411-00-916-22-0-00		\$ 141.09
20022	Citibank	360557013	07/16/2022	156935	07/22/2022	Rental car for CTE Coordinator;	199-11-6411-00-001-22-0-00		\$ 86.48
20022	Citibank	3W7ZQ5	05/04/2022	156936	07/22/2022	TX Workers Compensation Conference - HR	199-41-6411-00-727-99-0-00		\$ 296.96
20022	Citibank	813Q2RZ	07/12/2022	156937	07/22/2022	Hotel & Flights for AVID Summer	281-13-6411-00-001-30-0-00	2021	\$ 662.51
20022	Citibank	1797305501	06/27/2022	156938	07/22/2022	TX Workers Compensation Conference - HR	199-41-6411-00-727-99-0-00		\$ 485.22
20022	Citibank	606Q2RZ	07/12/2022	156939	07/22/2022	AVID Summer Flight for Amanda Telles	281-13-6411-00-001-30-0-00	2021	\$ 662.51
20022	Citibank	2052Q2	07/08/2022	156940	07/22/2022	Hotel costs for counselors to attend the ASCA conference; Region 19 received a grant to cover costs, the district is responsible for hotel costs which will be reimbursed by Region 19	282-21-6411-00-999-30-0-00	2021	\$ 1,024.92
20022	Citibank	852	06/16/2022	156941	07/22/2022	Pepperoni Pizza	461-11-6499-00-101-11-0-00		\$ 44.97
20022	Citibank	347681	04/27/2022	156942	07/22/2022	Books for librarian HS incidental expense TLA 2022	282-12-6329-00-001-30-0-00	2021	\$ 100.00
20022	Citibank	0102775493	05/19/2022	156968	07/22/2022	NHS Stoles for Graduation, does not except POs	865-00-2191-14-001-14-0-00		\$ 96.80
20022	Citibank	EV2VTGUYPYR3Y48EM	07/16/2022	156969	07/22/2022	Misc. Items for PD	199-41-6499-00-701-99-0-00		\$ 196.02
20022	Citibank	RR5.25.22	05/25/2022	156971	07/22/2022	GT Field Trip to Red Door Escape Room	199-11-6412-00-001-21-0-00		\$ 383.81
20022	Citibank	103370	05/16/2022	156972	07/22/2022	Travel for District Academic Coordinator and District Data Analyst	279-13-6411-01-916-11-0-00	2022	\$ 568.02
20022	Citibank	392325	01/30/2022	156973	07/22/2022	TASA Midwinter Conference - Luis Guerra	199-41-6411-00-750-99-0-00		\$ 1,265.52
20022	Citibank	392328	01/30/2022	156974	07/22/2022	TASA Midwinter Conference - Lizeth Carroll	199-41-6411-00-727-99-0-00		\$ 949.14

20022	Citibank	392327	01/30/2022	156975	07/22/2022	TASA Midwinter Conference - Carlos Garcia	199-53-6411-00-953-99-0-00	\$	1,265.52
20022	Citibank	392321	01/30/2022	156976	07/22/2022	TASA Midwinter Conference - Rodrigo Portillo	199-13-6411-00-916-11-0-00	\$	949.14
20022	Citibank	0422190110A	04/22/2022	156987	07/28/2022	Hotel 300 for 3 students 2 sponsors	181-36-6412-00-001-99-0-00	\$	75.21
20022	Citibank	956001-1	06/29/2022	156988	07/28/2022	Travel arrangements for Summer Leadership Institute 2022 - Board President	199-41-6419-02-702-99-0-00	\$	56.67
20022	Citibank	99069940170060191993	07/26/2022	156989	07/28/2022	Misc. Items for PD	199-41-6499-00-701-99-0-00	\$	4.33
20022	Citibank	04082022	04/08/2022	156990	07/28/2022	Items for the NASA tech rise project	480-11-6399-05-001-99-0-00	2022 \$	163.25
20022	Citibank	297124	07/28/2022	156991	07/28/2022	Catering for librarian and coaches PD w/Superintendent	199-13-6499-00-916-11-0-00	\$	33.98
20022	Citibank	103	07/27/2022	156992	07/28/2022	catering for the job alike session	199-41-6499-00-750-99-0-00	\$	99.74
20022	Citibank	1204	07/17/2022	156993	07/28/2022	Travel expenses for CTAT Summer Conference - Fort Worth, TX	199-13-6411-00-916-22-0-00	\$	870.16
20022	Citibank	956001	06/29/2022	156994	07/28/2022	Travel arrangements for Summer Leadership Institute 2022 - Board President	199-41-6419-02-702-99-0-00	\$	507.00
20662	Citibank Sams Club	9866917797	06/21/2022	156952	07/22/2022	Items needed for Professional development Job A Like	224-11-6499-00-918-23-0-00	2022 \$	342.64
20662	Citibank Sams Club	9874462882	07/18/2022	156953	07/22/2022	Misc. items for district convocation	211-13-6499-00-999-30-0-00	2022 \$	927.90
20662	Citibank Sams Club	9875064211	07/21/2022	156954	07/22/2022	For BOY Teacher Snacks/Meals	461-23-6499-00-101-11-0-00	\$	250.89
20662	Citibank Sams Club	18777935751595118127	10/20/2021	156978	07/22/2022	Snacks for trainings/meetings	199-41-6499-00-701-99-0-00	\$	26.80
20662	Citibank Sams Club	070290446034401815850	07/21/2022	157005	07/28/2022	Snacks for Staff Development	199-23-6399-00-001-11-0-00	\$	265.33
									\$ 31,067.82



*Wellness Department*  
430-D Oil Mill Road  
Tornillo, TX 79853  
Phone 915.765.3565  
Fax 915.765.3599

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



# **School Health Advisory Council (SHAC)**

**Annual Report, 2021-22**

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**Linda Rivero RN, Chair**

**Rosie Erives, Parent Co-Chair**

*"Students must be healthy to be educated and educated to be healthy."*

# Accomplishments/Recommendations

## What we have done

### Implemented El Paso Healthy Schools Project :

- Partnered with Action for Health Kids to complete the WellSAT analysis of District Wellness Policy and associated administrative policies including regulation, rules, procedures, or administrative guidelines to implement infrastructure and policy changes designed to improve the health of student, family and the community.

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*"Students must be healthy to be educated and educated to be healthy."*



# Accomplishments/Recommendations

## What we have done

WellSAT tool covered 78 policies and 6 focus areas:

- Nutrition Education
- Child Nutrition Program & School Meals
- Competitive Food/Beverage Standards
- Physical Education & Physical Activity
- Wellness Promotion
- Marketing and Implementation

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*"Students must be healthy to be educated and educated to be healthy."*

**TISD SHAC Annual Report, 2021-22**



# Accomplishments/Recommendations

## What we have done

Focused our efforts on two areas:

- Tobacco related policies-
- Review and recommend adoption of tobacco free school framework that includes e-cigs and vaping.
- Supportive and education-based prevention strategies that are reflected in Student Code of Conduct

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*"Students must be healthy to be educated and educated to be healthy."*

**TISD SHAC Annual Report, 2021-22**



# Accomplishments/Recommendations

## What we have done

Focused our efforts on two areas:

- Health Education related policies-
- Review and recommend adoption of evidence-based K-12 health curriculum that helps engage students, enhance learning, and fosters a physically active lifestyle.
- Review and recommend adoption of standards-based reproductive and sexual health curriculum.

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*"Students must be healthy to be educated and educated to be healthy."*

**TISD SHAC Annual Report, 2021-22**



# 2022-2023 SHAC Goals

## What we intend to do

### Nutrition:

- Support promotion of TISD Nutrition and Food Services.
- Reduce health disparities and childhood obesity by implementing the recommended cooking/nutrition education program.
- Review and assess efficacy of nutrition promotion and education goals in the Wellness Policy.

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*"Students must be healthy to be educated and educated to be healthy."*



# 2022-2023 SHAC Goals

## What we intend to do

### **Sex Education and Reproductive Health:**

- Support promotion of District sexual health education program

### **Physical Activity/Education:**

- Support promotion of District PE and health programs.
- Review PE/Wellness indicators and results from HB 5 measures and determine any needed campus adjustments.

*"Students must be healthy to be educated and educated to be healthy."*

**TISD SHAC Annual Report, 2020-2021**



# 2022-2023 SHAC Goals

## What we intend to do

### **Social, Emotional and Behavioral Health:**

Promote positive mental health and increase awareness of mental health and other support services among students and families by:

- Providing information on campus website, newsletters, and other outreach activities to increase parent access.
- Implementing the recommended prevention education programs.
- Promoting campaigns and events to increase student access and reduce stigma.

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*"Students must be healthy to be educated and educated to be healthy."*



# Tornillo ISD SHAC Information

## What do you need to know?

- ✓ Minutes and agendas for all meetings can be found at:

<https://www.tisd.us/Page/1365>

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*"Students must be healthy to be educated and educated to be healthy."*





**Office of the Superintendent**  
19200 Cobb Ave. /PO Box 170  
Tornillo, TX 79853  
Phone 915.765.3000  
Fax 915.765.3099

# MEMORANDUM

To: Members of the Board of Trustees  
From: Mr. Rodrigo Portillo, Director of Academics  
Subject: Interlocal Agreement with Region 18  
Date: August 17, 2022

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## **HISTORY:**

This Contract is effective upon board approval and shall terminate on August 31, 2023; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract. Region 18 agrees to provide Tornillo ISD with four consultation days on the Texas Incentive Allotment (TIA) @ \$1,500/day for up to 4 days.

## **RATIONALE:**

Tornillo ISD warrants that the services are necessary and authorized for activities that are properly within their request including all support services in relation to the Teacher Incentive Allotment. Region 18 will help with the collection of data, analysis of data, and suggestion of all designations under the Teacher Incentive Allotment. Also, support in submitting designations to Texas Tech.

## **BUDGET IMPACT:**

\$6,000

Funds will be earmarked and included in the funds provided by Decision 1 of the TCLAS Grant

## **ADMINISTRATIVE RECOMMENDATION:**

In order to provide the support and continue our efforts to improve student outcomes, it is our recommendation that the board approves the MOU.

***Vision:** Believe we can succeed, with pride we will achieve.*

***Mission:** The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*

**INTERLOCAL AGREEMENT  
BETWEEN  
TORNILLO INDEPENDENT SCHOOL DISTRICT and  
REGION 18 EDUCATION SERVICE CENTER**

This Interlocal Agreement (“Contract”) is entered into by and between the Contracting Parties shown below pursuant to authority granted in, and in compliance with, the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

**I. Contracting Parties**

**Tornillo ISD:** Tornillo Independent School District (hereinafter “Tornillo ISD” or “District”)  
Rosy Vega-Barrio  
Superintendent  
19200 Cobb Ave.  
Tornillo, Tx 79853  
(915) 765-3000

**Region 18 ESC:** Region 18 Education Service Center (hereinafter “Region 18 ESC” or “Provider”)  
Joann Taylor  
Chief Texas Center for Educator Excellence (TxCEE) Officer  
Region 18 Education Service Center  
4301 Westbank Dr., Building B, Suite 200  
Austin, TX 78746  
(512) 538-0644

**II. Term of the Contract**

This Contract is effective as of the later of August 4, 2022 or date fully executed by both parties (“Effective Date”) and shall terminate on August 31, 2023; provided, however, this Contract may be terminated prior to the expiration of the term as provided in the Termination Section of this Contract.

**III. Statement of Services to be Performed (the “Services”)**

Region 18 ESC agrees to provide Tornillo ISD with four consultation days on the Texas Incentive Allotment (TIA) @ \$1,500/day.

Cost = \$6,000

**IV. Contract Amount**

For and in consideration of the services to be provided by Provider under this Contract, Tornillo ISD will pay Provider, **upon submission of an original invoice(s), a total amount not to exceed \$6,000** (“Services Fee”).

**V. Payment of Services**

- A. Payment of the Services Fee shall occur as follows:

Tornillo ISD shall provide ESC 18 with a purchase order for the total contract amount within 30 days of the contract execution.

ESC 18 will invoice Tornillo ISD for services and payment will be submitted within 30 days upon receipt of invoice.

PO/Invoicing Contacts

TxCEE Business Office: Patsy Charles, [pcharles@txcee.org](mailto:pcharles@txcee.org), 512-538-0646

**Tornillo ISD Business Office:** \_\_\_\_\_

- B. The Parties agree that the payments made under this Contract will (1) fairly compensate Region 18 ESC for the services performed under this Contract, and (2) be made from current revenues available to Tornillo ISD.

## VI. Warranties

- A. Tornillo ISD warrants that: (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- B. Region 18 ESC warrants that (1) it has authority to perform the services under authority granted in Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.
- C. The parties warrant to one another that they will cooperate in good faith to accomplish the Services as set forth in Part II of this Contract.

## VII. Termination

- A. In the event of a material failure by a party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure, provided that the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured or if the defaulting party has commenced a good faith plan to cure the material failure prior to the end of the 30-day period.
- B. Region 18 ESC may terminate this Contract without cause upon thirty (30) days' advance written notice of termination to Tornillo ISD. Should Region 18 ESC terminate the Contract for convenience as provided herein, Tornillo ISD shall only be liable for payment of Services provided up to the effective date of termination.
- C. Tornillo ISD and Region 18 may terminate this Contract by mutual written agreement of the parties.

In the event this Contract is terminated because of a violation or breach of the contract terms by a party, the non-breaching party shall be entitled to all administrative, contractual and legal remedies, including sanctions and penalties as may be appropriate.

### **VIII. Confidential & Proprietary Information**

- A.** The parties may provide technical information, documentation and expertise to each other that is either (1) marked as being confidential, or (2) if delivered in oral form is summarized in writing within 10 working days and identified as being confidential (“Confidential Information”). The receiving party shall for a period of five (5) years from the date of disclosure (i) hold the disclosing party’s Confidential Information in strict confidence, and (ii), except as previously authorized in writing by the disclosing party, not publish or disclose the disclosing party’s Confidential Information to anyone other than the receiving party’s employees on a need-to-know basis, and (iii) use the disclosing party’s Confidential Information solely for performance of this Contract.
- B.** The foregoing requirement shall not apply to any portion of a party’s Confidential Information which (a) becomes publicly known through no wrongful act or omission on the part of the receiving party; (b) is already known to the receiving party at the time of the disclosure without similar nondisclosure obligations; (c) is rightfully received by the receiving party from a third party without similar nondisclosure obligations; (d) is approved for release by written authorization of the disclosing party; (e) is clearly demonstrated by the receiving party to have been independently developed by the receiving party without access to the disclosing party’s Confidential Information; or (f) is required to be disclosed by order of a court or governmental body or by applicable law, provided that the party intending to make such required disclosure shall promptly notify the other party of such intended disclosure in order to allow such party to seek a protective order or other remedy.

### **IX. Data and Proprietary Rights**

- A.** Region 18 shall continue to own all of its “Content,” and Tornillo ISD shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.
- B.** Region 18 “Content” means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, SLO Scoring metrics and/or calculations, PBCS Scoring Metrics and/or calculations, educator effectiveness calculations and metrics, and data management software.
- C.** Should the Services provided under this Contract require Region 18 to incorporate Tornillo ISD’s data into its proprietary data management system(s), the parties agree that the data belonging to Tornillo ISD shall continue to belong to Tornillo ISD; however, Tornillo ISD shall have no claim of ownership in any manner whatsoever to Region 18’s Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).
- D.** This section shall survive the termination of this agreement.

### **X. Originals**

This Contract is executed in multiple counterparts, each of which shall have the full force and effect of

the original Contract, and each of which shall constitute but one of the same instruments.

## **XI. Reports**

To the extent applicable, Tornillo ISD and Provider shall furnish operating reports to designated representatives on a schedule to be mutually agreed upon. Except as required by the Texas public Information Act, no written reports of any kind shall be released to any third parties without prior written approval of Tornillo ISD.

## **XII. Criminal History Background Check**

- A.** Pursuant to Sections 22.0834, 22.0835 and 22.085 of the Texas Education Code, Provider hereby certifies that all employees, subcontractors and volunteers of the Provider who are hired by Provider on or after January 1, 2008, and who have or will have continuing duties related to the contracted services, and have or will have direct contact with students, have passed a national criminal history background record information review as required by those sections. Provider must provide a list of the names and dates of birth of all employees who have passed the background check to District.
- B.** Provider shall send or ensure that the employee or applicant sends to the Texas Department of Public Safety (“DPS”) information that is required by the DPS for obtaining national criminal history record information, which may include fingerprints and photographs. DPS shall obtain the person’s national criminal history record information and report the results through the criminal history clearinghouse as provided by Section 411.0845, Government Code.
- C.** Providers that have more than one employee must set up an account with the Texas Department of Public Safety (“DPS”) in order to obtain criminal histories on their covered employees. To set up an account with DPS, a Provider should contact the crime records service bureau at 512-424-2474.
- D.** Providers with a single employee must obtain a FAST PASS from the District in order to obtain their criminal history. Providers should contact the District’s Human Resources Department to obtain the FAST PASS at 713 556-7343.
- E.** Providers must present a list of all employees who may have direct contact with students to Tornillo ISD.
- F.** Provider must also obtain certifications from all subcontractors that their employees to whom Section 22.0834 applies have also passed a national criminal history background record information review.
- G.** Provider must also provide assurances that all of its employees, subcontractors and volunteers, including those hired before January 1, 2008, who have contact with students have passed a criminal history background check current within the last year. If an employee, subcontractor or volunteer of the Provider has a criminal conviction or has received deferred adjudication for a felony offense or a misdemeanor involving moral turpitude, the District may elect not to enter into this Contract, or cancel the Contract.
- H.** The District may terminate this Contract if the district determines that the person or business entity failed to comply with any of these provisions, failed to give notice as required by Section 44.034 (a) or misrepresented the conduct resulting in the conviction. The District will

compensate the person or business entity for undisputed services performed before the termination of the contract.

- I. **WARNING:** Section 44.034 of the Texas Education Code requires that a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

**XIII. Entire Understanding**

This Agreement constitutes the entire understanding between the Parties and supersedes any and all prior or contemporaneous understandings and agreements, whether oral or written, between the Parties, with respect to the subject matter hereof. This Agreement can only be modified by a written amendment signed by the Party against whom enforcement of such modification is sought.

**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

**Region 18 Education Service Center**

**Tornillo Independent School District**

By:

\_\_\_\_\_  
Joann Taylor  
Chief TxCEE Officer

Date

By:

\_\_\_\_\_  
Rosy Vega-Barrio  
Superintendent

Date

**ORDER OF NOVEMBER 8, 2022, GENERAL ELECTION FOR THE BOARD OF TRUSTEES OF THE TORNILLO INDEPENDENT SCHOOL DISTRICT**

An election is hereby ordered to be held on November 8, 2022 for the purpose of:

Electing four (4) Tornillo ISD School Board Members for Place Nos. 4, 5, 6 and 7 for a full four-year term each.

The positions for which the election will be conducted are the following and the persons currently holding those positions are as follows:

Place No. 4 (4-year term)	<u>HECTOR LOPEZ</u>
Place No. 5 (4-year term)	<u>ENRIQUE VEGA</u>
Place No. 6 (4-year term)	<u>OFELIA BOSQUEZ</u>
Place No. 7 (4-year term)	<u>DANIEL DOZAL</u>

Applications for a place on the ballot shall be filed with the Tornillo Independent School District by: August 22, 2022.

Early voting by personal appearance will be conducted at all Early Voting Stations designated by the El Paso County Elections Department in Exhibit A to this Order. Early Voting Station locations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Station.

Early voting shall take place beginning on Monday, October 24, 2022 and ending on Friday, November 4, 2022.

Early Voting Schedule is enclosed as Exhibit A.

Applications for ballot by mail shall be mailed by UPS or Federal Express to:

Lisa Wise  
Early Voting Clerk  
Elections Department  
500 E. San Antonio, Suite #314  
El Paso, Texas 79901

Alternatively, you may send your application or letter for a ballot by fax or email as follows:

**Fax to** (915) 546-2220 (if faxed make sure your application is legible); OR

**E-mail to** [ballotrequests@epcounty.com](mailto:ballotrequests@epcounty.com).

Applications for ballots by mail must be received no later than the close of business on October 28, 2022.

Ordered this the 17th day of August, 2022.

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Signature of Presiding Officer

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Member

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Member

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Member

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Member

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Member

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Member

**ORDEN DE ELECCION GENERAL EL 8 DE NOVIEMBRE DEL 2022 PARA MIEMBROS DEL CONSEJO  
DIRECTIVO DEL DISTRITO ESCOLAR INDEPENDIENTE DE TORNILLO**

*Por la presente se ordena que se llevará a cabo una elección el 8 de noviembre del 2022, con el propósito de elegir cuatro Miembros del Consejo Directivo del Distrito Escolar Independiente de TORNILLO para cuatro (4) puestos, Puestos Numero 4, 5, 6, y 7, con cada puesto llevando un período y termino completo de cuatro (4) años.*

*Los puestos por cuales se llevará una elección el 8 de noviembre del 2022 y los oficiales quienes llenan esos puestos al momento son los siguientes:*

<i>Puesto Número 4 (término completo de cuatro años)</i>	<u>HECTOR LOPEZ</u>
<i>Puesto Número 5 (término completo de cuatro años)</i>	<u>ENRIQUE VEGA</u>
<i>Puesto Número 6 (término completo de cuatro años)</i>	<u>OFELIA BOSQUEZ</u>
<i>Puesto Número 7(término completo de cuatro años)</i>	<u>DANIEL DOZAL</u>

*Solicitudes para un lugar en la boleta serán presentadas hasta la fecha limite el 22 de agosto del 2022.*

*El Período de Votación Temprana empieza el 24 de octubre y termina el 4 de noviembre. La votación adelantada se llevará a cabo en las Estaciones de Votación Temprana de acuerdo en los sitios designados de acuerdo a las fechas y horarios adjuntos de la forma de "**Exhibición A**" en esta Orden. Las Estaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Estación de Votación Temprana.*

*Las solicitudes para boletas que se votarán en ausencia por correo deberán enviarse a:*

*Lisa Wise  
Secretaria de Votación Adelantada  
Departamento de Elecciones  
Condado de El Paso, Texas  
500 E. San Antonio, Suite #314  
El Paso, Texas 79901*

*En lo alternativo, envíe su solicitud para boletas que se votarán en ausencia por fax o por correo electrónico en la manera siguiente:*

***Mandar su solicitud por Fax al (915) 546-2220 (asegúrese que su solicitud se presente en una manera legible); o***

***Mande su solicitud por correo electrónico a [ballotrequests@epcounty.com](mailto:ballotrequests@epcounty.com).***

*Las solicitudes para boletas que se votarán en ausencia por correo deberán recibirse para el fin de las horas de las horas de negocio el 28 de octubre del 2022.*

*Emitida este día 17 de agosto del 2022.*

<hr/> <i>Miembro</i>	<hr/> <i>Firma del Oficial que Preside</i>
<hr/> <i>Miembro</i>	<hr/> <i>Miembro</i>
<hr/> <i>Miembro</i>	<hr/> <i>Miembro</i>
<hr/> <i>Miembro</i>	<hr/> <i>Miembro</i>

# EXHIBIT A/ Exhibición A

# November 2022 General Election

#govoteep



CLICK HERE for a picture of site

## EARLY VOTING PERIOD: October 24 - November 4 EARLY VOTING STATIONS

CLICK HERE for directions to site

		Monday, Oct. 24 - Friday, Oct. 28	8am - 5pm
(Main Early Voting Station)		Saturday, Oct. 29	7am - 7pm
		Sunday, Oct. 30	11am - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	7am - 7pm
<b>1. El Paso County Courthouse</b>	<a href="#">500 E. San Antonio Ave. 79901</a>	Monday, Oct. 24 - Friday, Oct. 28	9am - 6pm
Third Floor, Back Lobby		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am - 6pm
<b>2. Arlington Park Shelter</b>	<a href="#">10350 Pasadena Cir. 79924</a>	Monday, Oct. 24 - Friday, Oct. 28	10am - 7pm
Main Hall		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	10am - 7pm
<b>3. Bassett Place</b>	<a href="#">6101 Gateway West 79925</a>	Monday, Oct. 24 - Friday, Oct. 28	9am - 6pm
TBA		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am - 6pm
<b>4. Bowling Family YMCA</b>	<a href="#">5509 Will Ruth Ave. 79924</a>	Monday, Oct. 24 - Friday, Oct. 28	8am - 5pm
VIP Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	8am - 5pm
<b>5. Canutillo ISD Administration Facility</b>	<a href="#">7965 Artcraft Rd. 79932</a>	Monday, Oct. 24 - Friday, Oct. 28	9am - 6pm
Culinary Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am - 6pm
<b>6. Chayo Apodaca Community Center</b>	<a href="#">341 N. Moon Rd. 79927</a>	Monday, Oct. 24 - Friday, Oct. 28	8am - 5pm
Community Center		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	8am - 5pm
<b>7. Clint ISD Early College Academy</b>	<a href="#">13100 Alameda Ave. 79836</a>	Monday, Oct. 24 - Friday, Oct. 28	9am - 6pm
Library		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	9am - 6pm
<b>8. Commissioner's Corner</b>	<a href="#">10700 Montana Ave. 79936</a>	Monday, Oct. 24 - Friday, Oct. 28	8am - 5pm
Community Room		Saturday, Oct. 29 - Sunday, Oct. 30	12pm - 5pm
		Monday, Oct. 31 - Friday, Nov. 4	8am - 5pm

Note: Early Voting Stations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Station. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EARLY VOTING PERIOD: October 24 - November 4

## EARLY VOTING STATIONS

<b>9. <u>Eastlake High School</u></b> <a href="#">13000 Emerald Pass Ave. 79928</a> Theatre Lobby	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>10. <u>El Paso County Coliseum</u></b> <a href="#">4100 E. Paisano Dr. 79905</a> VIP Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>11. <u>El Paso County Eastside Annex</u></b> <a href="#">2350 George Dieter Dr. 79936</a> Community Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>
<b>12. <u>El Paso County Northwest Annex</u></b> <a href="#">435 E. Vinton Rd. 79821</a> Community Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>
<b>13. <u>El Paso County Self-Help Center</u></b> <a href="#">15371 Kentwood Ave. 79928</a> Computer Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>14. <u>EPCC Administrative Services Center</u></b> <a href="#">9050 Viscount Blvd. 79925</a> TBA	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5<sup>73</sup>pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>15. <u>Esperanza Acosta Moreno Library</u></b> <a href="#">12480 Pebble Hills Blvd. 79938</a> Meeting Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>16. <u>Gary Del Palacio Recreation Center</u></b> <a href="#">3001 Parkwood St. 79925</a> Multipurpose Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>17. <u>Gonzalez Place</u></b> <a href="#">4101 Rich Beem Blvd. 79938</a> Community Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>18. <u>Marty Robbins Recreation Center</u></b> <a href="#">11620 Vista Del Sol Dr. 79936</a> Lobby	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>

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# EARLY VOTING PERIOD: October 24 - November 4

## EARLY VOTING STATIONS

<b>19. Medano Heights</b> <a href="#">7801 Medano Dr. 79912</a> Community Center	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>20. Mountain View-Rae Gilmore Recreation Center</b> <a href="#">8501 Diana Dr. 79904</a> Multipurpose Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 6pm</b>
<b>21. Nations Tobin Sports Center</b> <a href="#">8831 Railroad Dr. 79904</a> Conference Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>22. Officer David Ortiz Recreation Center</b> <a href="#">563 N. Carolina Dr. 79915</a> Classroom A	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>23. Oz Glaze Senior Center</b> <a href="#">13969 Veny Webb St. 79928</a> Main Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>24. Pebble Hills High School</b> <a href="#">14400 Pebble Hills Blvd. 79938</a> Auditorium Foyer	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>25. Rogelio Sanchez Center</b> <a href="#">1331 N. Fabens St. 79838</a> Library	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>26. San Elizario Fire Rescue</b> <a href="#">1415 San Antonio St. 79849</a> Meeting Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>27. South El Paso Senior Citizens Center</b> <a href="#">600 S. Ochoa St. 79901</a> Lobby	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>28. Sunland Park Mall</b> <a href="#">750 Sunland Park Dr. 79912</a> TBA	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>

Note: Early Voting Stations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Station. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# EARLY VOTING PERIOD: October 24 - November 4

## EARLY VOTING STATIONS

<b>29. UTEP - Mike Loya Academic Services Bldg.</b> <a href="#">601 W. Schuster Ave. 79968</a> ASB Room 131	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>30. Wellington Chew Senior Center</b> <a href="#">4430 Maxwell Ave. 79904</a> Classroom 2	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>31. W.E. Neill Community Center</b> <a href="#">19210 Cobb Ave. 79853</a> Library	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>32. Ysleta Community Learning Center</b> <a href="#">121 Padres Dr. 79907</a> Annex	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>33. YWCA-West</b> <a href="#">313 Bartlett Dr. 79912</a> Program Offices Room	Monday, Oct. 24 - Friday, Oct. 28 Saturday, Oct. 29 - Sunday, Oct. 30 Monday, Oct. 31 - Friday, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>

Note: Early Voting Stations, dates, and times are subject to change at any time. Any registered voter may vote at any Early Voting Station. Click on an address for a street view via Google Maps or click on a location name to view a picture to that specific site. For more information visit [epcountyvotes.com](http://epcountyvotes.com) or call (915) 546-2154.

# Elección General de Noviembre de 2022

#votaep



**PRESIONE AQUÍ**  
para ver imagen

**PERÍODO DE VOTACIÓN TEMPRANA:** 24 de Octubre - 4 de Noviembre

**PRESIONE AQUÍ**  
para ver mapa

## ESTACIONES DE VOTACIÓN TEMPRANA

(Estación Principal de Votación Temprana)

<b>1. El Paso County Courthouse</b> <a href="#">500 E. San Antonio Ave. 79901</a> Tercer Piso, Área de Espera	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>7am - 7pm</b> <b>11am - 5pm</b> <b>7am - 7pm</b>
<b>2. Arlington Park Shelter</b> <a href="#">10350 Pasadena Cir. 79924</a> Salón Principal	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>3. Bassett Place</b> <a href="#">6101 Gateway West 79925</a> TBA	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>4. Bowling Family YMCA</b> <a href="#">5509 Will Ruth Ave. 79924</a> Cuarto VIP	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>5. Canutillo ISD Administration Facility</b> <a href="#">7965 Artcraft Rd. 79932</a> Cuarto Culinario	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>6. Chayo Apodaca Community Center</b> <a href="#">341 N. Moon Rd. 79927</a> Centro Comunitario	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>7. Clint ISD Early College Academy</b> <a href="#">13100 Alameda Ave. 79836</a> Biblioteca	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>8. Commissioner's Corner</b> <a href="#">10700 Montana Ave. 79936</a> Centro Comunitario	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>

Nota: Las Estaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Estación de Votación Temprana. Para ver mapa del lugar, presione en la dirección de la estación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre de la estación de su preferencia. Para más información visite [es.epcountyvotes.com](https://es.epcountyvotes.com) o llame al (915) 546-2154.

**PERÍODO DE VOTACIÓN TEMPRANA: 24 de Octubre - 4 de Noviembre**

**ESTACIONES DE VOTACIÓN TEMPRANA**

<b>9. <u>Eastlake High School</u></b> Área de Espera del Teatro	<a href="#">13000 Emerald Pass Ave. 79928</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>10. <u>El Paso County Coliseum</u></b> Cuarto VIP	<a href="#">4100 E. Paisano Dr. 79905</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>11. <u>El Paso County Eastside Annex</u></b> Centro Comunitario	<a href="#">2350 George Dieter Dr. 79936</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>
<b>12. <u>El Paso County Northwest Annex</u></b> Centro Comunitario	<a href="#">435 E. Vinton Rd. 79821</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>
<b>13. <u>El Paso County Self-Help Center</u></b> Cuarto de Computadoras	<a href="#">15371 Kentwood Ave. 79928</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>14. <u>EPCC Administrative Services Center</u></b> TBA	<a href="#">9050 Viscount Blvd. 79925</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>15. <u>Esperanza Acosta Moreno Library</u></b> Cuarto de Juntas	<a href="#">12480 Pebble Hills Blvd. 79938</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>16. <u>Gary Del Palacio Recreation Center</u></b> Cuarto de Multiusos	<a href="#">3001 Parkwood St. 79925</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>17. <u>Gonzalez Place</u></b> Centro Comunitario	<a href="#">4101 Rich Beem Blvd. 79938</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>18. <u>Marty Robbins Recreation Center</u></b> Área de Espera	<a href="#">11620 Vista Del Sol Dr. 79936</a>	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>

Nota: Las Estaciones de Votación Temprana, fechas y horarios están sujetos a cambios en cualquier momento. Cualquier votante registrado puede votar en cualquier Estación de Votación Temprana. Para ver mapa del lugar, presione en la dirección de la estación de su preferencia via Google Maps o para ver una imagen del lugar, presione en el nombre de la estación de su preferencia. Para más información visite [es.epcountyvotes.com](http://es.epcountyvotes.com) o llame al (915) 546-2154.

**PERÍODO DE VOTACIÓN TEMPRANA: 24 de Octubre - 4 de Noviembre**  
**ESTACIONES DE VOTACIÓN TEMPRANA**

<b>19. <u>Medano Heights</u></b> <a href="#">7801 Medano Dr. 79912</a> Centro Comunitario	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>20. <u>Mountain View-Rae Gilmore Recreation Center</u></b> <a href="#">8501 Diana Dr. 79904</a> Cuarto de Multiusos	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 6pm</b>
<b>21. <u>Nations Tobin Sports Center</u></b> <a href="#">8831 Railroad Dr. 79904</a> Cuarto de Conferencias	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>22. <u>Officer David Ortiz Recreation Center</u></b> <a href="#">563 N. Carolina Dr. 79915</a> Salón A	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>23. <u>Oz Glaze Senior Center</u></b> <a href="#">13969 Veny Webb St. 79928</a> Cuarto Principal	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>10am - 7pm</b> <b>12pm - 5pm</b> <b>10am - 7pm</b>
<b>24. <u>Pebble Hills High School</u></b> <a href="#">14400 Pebble Hills Blvd. 79938</a> Área de Espera del Auditorio	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>25. <u>Rogelio Sanchez Center</u></b> <a href="#">1331 N. Fabens St. 79838</a> Biblioteca	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>26. <u>San Elizario Fire Rescue</u></b> <a href="#">1415 San Antonio St. 79849</a> Cuarto de Juntas	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>27. <u>South El Paso Senior Citizens Center</u></b> <a href="#">600 S. Ochoa St. 79901</a> Área de Espera	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>28. <u>Sunland Park Mall</u></b> <a href="#">750 Sunland Park Dr. 79912</a> TBA	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>

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**PERÍODO DE VOTACIÓN TEMPRANA: 24 de Octubre - 4 de Noviembre**

**ESTACIONES DE VOTACIÓN TEMPRANA**

<b>29. UTEP - Mike Loya Academic Services Bldg.</b> <a href="#">601 W. Schuster Ave. 79968</a> ASB Cuarto 131	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>30. Wellington Chew Senior Center</b> <a href="#">4430 Maxwell Ave. 79904</a> Salón 2	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>31. W.E. Neill Community Center</b> <a href="#">19210 Cobb Ave. 79853</a> Biblioteca	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 5pm</b> <b>12pm - 5pm</b> <b>8am - 5pm</b>
<b>32. Ysleta Community Learning Center</b> <a href="#">121 Padres Dr. 79907</a> Anexo	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>9am - 6pm</b> <b>12pm - 5pm</b> <b>9am - 6pm</b>
<b>33. YWCA-West</b> <a href="#">313 Bartlett Dr. 79912</a> Cuarto de Oficinas de Programa	Lunes, Oct. 24 - Viernes, Oct. 28 Sábado, Oct. 29 - Domingo, Oct. 30 Lunes, Oct. 31 - Viernes, Nov. 4	<b>8am - 6pm</b> <b>12pm - 5pm</b> <b>8am - 6pm</b>

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COUNTY OF EL PASO

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**JOINT ELECTION SERVICES CONTRACT**

This is a **JOINT ELECTION SERVICES CONTRACT (“Contract”)** pursuant to Texas Election Code Sec. 271.002 et seq. This Contract is made this \_\_\_ day of \_\_\_\_ 2022 by and between **Tornillo ISD, Texas (“Tornillo ISD”)** and El Paso County Texas, (“the County”).

1. **RECITALS.** **Tornillo ISD** is a political subdivision situated wholly within El Paso County, Texas. Tornillo ISD has scheduled an Election for November 8, 2022 in conjunction with the Statewide General Election to be held on the same date. The County and **Tornillo ISD** have determined it is in the public interest that the County and **Tornillo ISD** conduct a joint election. Therefore the following **Joint Election Services Contract** is made and entered into for the purpose of conducting the election and any resulting runoff election jointly in the election precincts which can be served by common polling places.

2. **DUTIES AND SERVICES OF CONTRACTING OFFICER.**

All services to be performed by the County may be delegated to the County Elections Administrator. The Elections Administrator shall serve as Early Voting Clerk. The County shall perform the duties and furnish the services and equipment listed below. The County shall:

- (a) Furnish to Tornillo ISD certain election services and equipment needed by **Tornillo ISD** in connection with holding an election on **November 8, 2022**
- (b) Provide training of judges, alternate judges, and clerks, including deputy early voting clerks;
- (c) Prepare lists and submit names of persons suggested for appointment as presiding election judges, alternate judges, and judge of the central counting station;
- (d) Prepare lists and submit names of persons suggested for appointment as

- deputy early voting clerks;
- (e) Serve as manager of the central counting station or appoint a substitute manager;
  - (f) Arrange for the use of polling places in the election and runoff election if necessary;
  - (g) Program or arrange to have the ballot programmed;
  - (h) Set ballot order as follows: Utility Districts, School Districts, Municipal Districts, Federal Races, State Races, County Races
  - (i) Procure and distribute necessary election supplies, and distribution of ballots;
  - (j) Assemble and edit lists of registered voters to be used in conducting the election, in conformity with the boundaries of **Tornillo ISD** and the election precincts established for the election;
  - (k) Procure, prepare, and distribute election equipment, transport equipment to and from the polling places for early voting and Election Day, and issue election supplies to the precinct judges.
  - (l) Supervise the conduct of early voting;
  - (m) Conduct one or more election schools and notify the election judges and clerks of the time, date, and location of the schools;
  - (n) Arrange for use of a central counting station and for the tabulating personnel and equipment needed at the counting station and assist in preparing the programs and test materials for tabulation of the ballots to be used with electronic voting equipment;
  - (o) Arrange to publish legal notice of the date, time and place of the testing of the electronic tabulating equipment, and conduct the testing in accordance with Texas Election Code chapters 127.001 et seq. and chapter 129.001 et seq. and in accordance with Texas Secretary of State advisories;
  - (p) Supervise the handling and disposition of election returns, voted ballots, and tabulate unofficial returns and assist in preparing the tabulation for the official canvass;
  - (q) Provide general information services for voters and election officers;
  - (r) Assist in providing general overall supervision of the election;
  - (s) Provide for the storage of election records as provided by law;

- (t) Provide **Tornillo ISD** with a precinct by precinct roll of registered voters in a mutually agreed upon format;
- (u) If requested by **Tornillo ISD**, prepare the unofficial tabulation of precinct results on election night;
- (v) Submit election night returns to the Secretary of State , in a format to be described by the Texas Secretary of State and in accordance with Election Code Chapter 68, if applicable; and
- (w) Certify that a criminal background check on all employees, including temporary employees, that may program, test, perform maintenance, transport equipment, or perform technical support on the voting system equipment for Tornillo ISD has been performed.
- (x) The County shall provide the requested services by and through its County Election Administrator (the “Contracting Officer”).

### 3. DUTIES AND SERVICES OF **Tornillo ISD**.

#### **Tornillo ISD** shall:

- (a) Adopt an order appointing the County Elections Administrator as Early Voting Clerk as required above;
- (b) Prepare appropriate documents for establishing the precinct and polling places;
- (c) Prepare all election orders, resolutions, notices, and other pertinent documents for adoption for execution by the appropriate **Tornillo ISD** officer or body, and take all actions necessary under law and in accordance with this Contract for calling the election, appointing the presiding judges, alternate judges, judge of the central counting station, and other election officers, establishing precincts and polling places, handling contests, canvassing the returns and declaring the results;
- (d) Approve the tabulating supervisor and assistants and central counting station manager, recommended by the Elections Administrator;
- (e) Prepare and publish required election notices as required by law;
- (f) Deliver and certify to the Elections Administrator as soon as possible but not later than **sixty days** before the election, the names, issues, or referenda

which are to be printed on the ballot or ballot labels with the exact spelling that is to be used;

- (g) Provide the services necessary to translate any election documents into Spanish as required;
- (h) Pay any additional costs incurred by the Elections Administrator if a recount for the election is required, or the election is contested in any manner;
- (i) Return all surplus election supplies to the Elections Administrator;
- (j) Prepare any submission on voting changes which may be required to be submitted to the U.S. Department of Justice under the Federal Voting Rights Act of 1965, as amended;
- (k) Pay **75%** of Elections Administrator's estimated costs no later than sixty **(60)** days before Election Day;
- (l) Pay the balance of conducting the election and additional costs, within thirty days from the receipt of an invoice from the Elections Administrator.

#### 4. COST OF SERVICES.

**Tornillo ISD** shall pay for the above services, supplies and equipment in accordance with the estimated cost schedule attached to this Contract (EXHIBIT A) which is mutually agreed upon.

#### 5. CANCELLATION OF ELECTION OR SERVICES

- (a) In the event that **Tornillo ISD** cancels the election pursuant to section 2.081 of The Texas Election Code, or for any other reason, **Tornillo ISD** will pay the **County** for all direct and actual expenses such as payroll and election expenses, including the administrative fee, the **County** incurred in relation to providing the services for this election up until the time of cancellation, and for any other direct and actual expenses the **County** incurs as a result of the cancellation. **Tornillo ISD** will send payment to the **County** within thirty (30) days from receipt of an invoice from the Elections Administrator.

#### 6. GENERAL TERMS AND CONDITIONS.

- (a) A total of one (1) precinct plus thirty three (33) permanent early voting stations, and one hundred eighteen (118) polling locations will be used for conducting the election.

- (b) **Tornillo ISD** acknowledges that the County may enter into a similar Joint Election Service Contract with other political subdivisions in the same county for the same election date. During early voting a voter will be eligible to vote at any one of the early voting locations and mobile voting locations, if any. Tornillo ISD agrees to share common polling places with the other political subdivision(s) as determined by the County and in accordance with the costs as allocated by the County.
- (c) Nothing in this Contract shall authorize or permit a change in the officer with whom the place at which any document is to be filed, the place at which a function is to be carried out, or other nontransferable functions as specified by the Election Code.
- (d) The Elections Administrator shall file copies of this contract with the County Judge and the County Auditor of El Paso County.
- (e) Neither party may assign, in whole or in part, any interest they may have in the agreement.
- (f) Nothing in this agreement imposes any duty on the County to maintain or repair the facilities or cure any premise defects of the property on which polling locations are located.
- (g) Neither **Tornillo ISD** nor any employee of Tornillo ISD is an agent, or employee of the Elections Administrator and neither Elections Administrator nor any employee thereof is an agent or employee of **Tornillo ISD**. This agreement does not and shall not be construed to entitle either party or any of their respective employees, if applicable, to any benefit, privilege, or other amenities of employment by the other party.
- (h) **Tornillo ISD** and the County, reserve and do not waive, their rights of sovereign immunity and similar rights, immunities and rights of their officials and employees, and their employees/officials' rights under the Texas Tort Claims Act.
- (i) Venue is in El Paso County Texas.

Tornillo ISD

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COUNTY OF EL PASO, TEXAS

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Ricardo A. Samaniego  
County Judge

Elections Department  
 500 E. San Antonio Ave. Suite 314  
 El Paso, Texas 79901  
 Phone (915) 546-2154  
 Fax (915) 546-2220  
 www.epcountyvotes.com



**Tornillo ISD**  
**November 2022**

Estimate "Exhibit A"

<b>Payroll</b>		
1. Central Counting Station	\$	200.00
2. Early Voting	\$	1,575.00
3. Election Day	\$	550.00
4. Staff Overtime	\$	750.00
5. Temporary Help	\$	550.00
6. Training	\$	200.00
<b>Payroll Total</b>	<b>\$</b>	<b>3,825.00</b>
<b>Election Expenses</b>		
7. Election Tabulation Software and Supplies	\$	250.00
8. Ballots Printed: Mail, Provisional, Curbside and Sample	\$	150.00
9. Publication of Notices	\$	135.00
10. Parking Garage Judges and Clerks	\$	75.00
11. Delivery and Pickup of Touchscreens- Early Voting and Election Day	\$	250.00
12. Delivery and Pickup of Touchscreens- Early Voting and Election Day: Fuel	\$	100.00
<b>Early Voting</b>		
13. Poll Pads	\$	175.00
14. Internet Connections /Cellphones	\$	175.00
15. Security Seals- Early Voting	\$	65.00
16. Kits- Early Voting	\$	90.00
17. Utilities- Early Voting Locations	\$	-
18. Touchscreen Voting Machines- Early Voting	\$	550.00
<b>Election Day</b>		
19. Poll Pads	\$	175.00
20. Internet Connections	\$	150.00
21. Security Seals- Election Day	\$	30.00
22. Kits- Election Day	\$	60.00
23. Touchscreen Voting Machines- Election Day	\$	381.00
<b>Election Expenses Total</b>	<b>\$</b>	<b>2,811.00</b>
<b>Subtotal</b>	<b>\$</b>	<b>6,636.00</b>
<b>Administrative Fees 10%</b>	<b>\$</b>	<b>663.60</b>
<b>Grand Total</b>	<b>\$</b>	<b>7,299.60</b>

Pay 75% of estimated cost before Election Day (as per County Commissioners Court Order)



# MEMORANDUM

To: Members of the Board of Trustees  
From: Loretta Aguilar  
Subject: Grade 7 Reading Instruments Waiver  
Date: August 12, 2022

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## **HISTORY:**

Texas Education Code (TEC,) §28.006(c-1) requires each school district to administer at the beginning of the seventh grade a reading instrument adopted by the commissioner to each student whose performance on the grade 6 STAAR reading assessment did not demonstrate reading proficiency.

## **RATIONALE:**

A district seeking to use an instrument for the 2022-2023 school year that is not on the current commissioner's list may request a waiver of the requirement to use a commissioner-adopted instrument, subject to application and approval. The **alternate grade 7 reading instrument waiver must be submitted by December 30, 2022.**

## **BUDGET IMPACT:**

None

## **ADMINISTRATIVE RECOMMENDATION:**

In order to comply with Texas Education Code, we recommend the approval of the waiver to use an instrument that is not on the current commissioner's list.

***Vision:** Believe we can succeed, with pride we will achieve.*

***Mission:** The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*



## SY 22-23 Grade 7 Reading Instruments Guidance and Instructions for Submitting a Waiver

*July 2022*

TEC, §28.006(c-1) requires each school district to administer at the beginning of the seventh grade a reading instrument adopted by the commissioner to each student whose performance on the grade 6 STAAR reading assessment did not demonstrate reading proficiency.

The commissioner has adopted the following:

- Istation's Indicators of Progress, Advanced Reading (ISIP-AR)
- Reading Analysis and Prescription System (RAPS 360)
- Texas Middle School Fluency Assessment (TMFSA)
- Woodcock Johnson III Diagnostic Reading Battery (WJ III DRB)

LEAs are required to use one of these reading diagnostic instruments. Districts may request a waiver in order to use another instrument approved by a local district board of trustees in order to best meet student needs in the 2022-2023 school year only.

### Waiver Guidance

Follow the instructions below to complete a grade 7 reading diagnostic instrument waiver request:

1. Please visit TEA's State Waivers webpage to access general information about the waiver process: <https://tea.texas.gov/texas-schools/waivers/state-waivers>
2. Please also review Waiver Process FAQ for information on how to access TEAL for the purposes of submitting a waiver request: <https://tea.texas.gov/sites/default/files/Waiver%20Process%20FAQ.pdf>
3. Once in the TEAL waiver application, under the "Create New Waiver" tab, select the waiver type "**Other Waiver**" to create and submit a request for **waiver to use an alternate 7<sup>th</sup> grade reading instrument**
4. Please complete the LEA contact information, including filling in the date the board approved the waiver request.
5. For the section titled "Waiver Description" please use this language:  
**"Waiver to use alternate 7th grade reading instrument"**
6. For "General Questions #1," please use this language: **"Waiver to use alternate 7th grade reading instrument"**

7. For “General Questions #2,” please enter **N/A**
8. For “General Question #3,” please use this language: “**TEC 28.006(c-1)**”
9. For “General Question #4,” please enter **N/A**
10. For “General Question #5,” please enter **N/A**
11. For “General Question #6,” please enter **N/A**
12. For “Requested Years,” please select only “**2022-2023**”
13. For “LEA Attachments,” please include the board agenda from meeting in which the waiver application request was approved.
14. Please submit your completed waiver. For a *District Editor*, at the end of the waiver application you will find a **Complete & Route** button. This will route the application to your Superintendent for review and approval. For a *District Superintendent*, at the end of the waiver application you will find a **Review and Submit** button. This will take you to a review and submit details page. If the application is complete and ready for submission, select the **Submit to TEA** button.

**The alternate grade 7 reading instrument waiver must be submitted by **December 30, 2022**.**



# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M. Guerra, Director of Finance  
Subject: Property, Casualty and Auto Liability Insurance 2022-2023  
Date: August 17, 2022

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## HISTORY:

Property and Casualty Alliance of Texas is a member owned-and-governed program created to provide member districts lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividend. PCAT provides multi-year risk management solutions for over 130 Texas school districts

## RATIONAL:

Every year, the district renews the property and casualty and automobile insurance to insure the following:

### Property

- Buildings, Personal Property and Auxiliary Structures

### Miscellaneous Property

- Mobile and Music Equipment
- Computer Equipment and Media

### General Liability

- Personal Injury
- Employee Benefits Coverage
- Educators Legal Liability
- Automobile Liability and Auto Physical Damage

### Crime Activities

- Public Employee Dishonesty
- Money & Securities
- Forgery and Alteration

## BUDGET IMPACT:

Cost of property, casualty and auto liability insurance for 2022-2023 - \$219,580

## ADMINISTRATIVE RECOMMENDATION:

To approve the Property, Casualty and Auto liability Insurance as presented.

2022 Commercial Insurance Proposal-Revised-Final  
Tornillo Independent School District



Phillip Briscoe  
Producer

Account Manager: Marcela Garcia, CISR  
Date Prepared: August 11, 2022



USI is one of the largest brokerages and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts [best-in-class industry talent](#) with a long history of deep and continuing investment in our [local communities](#). For more information, visit [usi.com](#).

### The USI ONE Advantage®

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.



#### **Omni – USI's Proprietary Analytics**

Omni, which means “all,” is USI’s one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

#### **Network – USI's Local and National Resources**

USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

#### **Enterprise – USI's Team Based Strategic Planning**

USI’s enterprise planning is a disciplined, focused, analysis centered on our client’s issues and challenges. Highly consultative meetings integrate USI’s Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

## Service Team

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USI Southwest, Inc.  
303 N. Oregon, Ste. 310, El Paso, Texas 79901  
(915) 544-3111 [www.usi.com](http://www.usi.com)

### Sales Executive

Your **Sales Executive is Phillip *Briscoe***

Direct Number: (915) 534-9412

E-Mail: [Phillip.Briscoe@usi.com](mailto:Phillip.Briscoe@usi.com)

### Account Manager

Your **Lead Account Manager is Marcela Garcia**

Direct Number: (915) 534-9461

E-Mail: [Marcela.Garcia@usi.com](mailto:Marcela.Garcia@usi.com)

### Claims Department

Your **Claims Manager is Mike Rogers** at USI Insurance

Direct Number: (915) 534-9463

E-Mail: [Mike.Rogers@usi.com](mailto:Mike.Rogers@usi.com)

## Premium Summary

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Coverage	Expiring Term	Renewal Term
Property	\$150,621	\$178,868
Equipment Breakdown	\$2,762	\$3,273
General Liability	\$939	\$975
Automobile	\$23,589	\$25,612
Educator's Legal Liability	\$3,456	\$3,587
Cyber Liability	\$6,545	\$7,265
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>\$187,912</b>	<b>\$219,580</b>

### Optional Auto Liability Quotes:

- Uninsured/Underinsured Motorist Coverage - \$1,643 additional premium
- Medical Payments - \$1,297 additional premium

### Binding Requirements:

- Signed Client Authorization to Bind
- Signed A.M. Best JUA and Unrated Notification - PCAT
- Signed Statement of Values
- Signed Fleet Schedule

### Payment Terms:

- PCAT – Agency Bill (Full Payment)

**Property Casualty Alliance of Texas (PCAT) – Property & Casualty**

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## 2022 Coverage Summary

### Tornillo ISD

PCAT 9.1.2022 - 9.1.2023

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	\$65,783,069	\$250,000 per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	\$65,783,069	\$10,000 per occurrence
Property Earth Movement	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$10,000 per occurrence
Property - Flood - not Zone A or V	PCAT	Replacement Cost Blanket Coverage	\$1,000,000*	\$100,000 per occurrence

\* Sublimits included as part of the property values shown above.

#### Limits

Equipment Breakdown	PCAT	Per Accident	\$65,783,069	\$5,000
Cyber Loss & Liability	PCAT	1st & 3rd Party Coverage	\$1,000,000	\$25,000
General Liability	PCAT	Per Occurrence / General Aggregate	\$1,000,000	\$1,000 \$5,000 Law
Educator's Legal Liability	PCAT	Claims Made & Reported	\$1,000,000	\$10,000
Auto Liability	PCAT	Per Accident	\$1,000,000	\$1,000
Auto Physical Damage	PCAT	Actual Cash Value	See Schedule	\$1,000

## Additional Property Coverages

### Limits

*All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.*

Accounts Receivable	\$	250,000
Arson, Theft and Vandalism Rewards	\$	25,000
Back-up of Sewers, Drains or Sumps	\$	25,000
Building Ordinance or Law – Blanket		
Demolition Cost & Increased Cost of Construction	\$	5,000,000
Loss to Undamaged Portion of the Building		Included
Debris Removal	\$	250,000
Errors & Omissions	\$	500,000
Extra Expense	\$	5,000,000
Fire Department Service Charge	\$	25,000
Fire Extinguishing Equipment Recharge		Included
Flood – Excluding Zones Prefixed A or V – Annual Aggregate	\$	1,000,000
Foundations and Underground Pipes	\$	100,000
Inventory & Appraisal	\$	25,000
Miscellaneous Unnamed Locations	\$	50,000
Newly Acquired or Constructed Buildings – 180 days	\$	1,000,000
Outdoor Property	\$	2,000,000
Outdoors Trees, Shrubs & Plants	\$	25,000
Personal Effects and Property of Others	\$	100,000
Personal Property at Newly Acquired or Constructed Buildings – 180 days	\$	500,000
Pollution Cleanup and Removal	\$	100,000
Preservation of Property		Included
Spoilage	\$	100,000
Tenant Glass	\$	10,000
Theft Damage to Building		Included
Underground Water Seepage	\$	25,000
Utilities Services – Direct Damage	\$	50,000
Valuable Papers and Records	\$	50,000

## Inland Marine Coverages

### Limits

### Deductible

*All are Sublimits included as part of the property values and are subject to the deductibles listed.*

Audio Visual Equipment	\$	100,000	\$	5,000
Band Equipment, Uniforms, & Musical Instruments	\$	500,000	\$	1,000
Electronic Data Processing Equipment	\$	2,000,000	\$	5,000
Media & Data		Included		
Fine Arts	\$	25,000	\$	1,000
Miscellaneous Equipment (includes Mobile Equipment)	\$	500,000	\$	1,000
Personal Effects and Property of Others – Off Premises	\$	100,000	\$	1,000
Personal Property In Transit	\$	50,000	\$	1,000
Property Off-Premises	\$	100,000	\$	1,000

## Crime

Limits Deductible

*All are Sublimits included as part of the property values and are subject to the deductibles listed.*

Employee Dishonesty	\$	100,000	\$	1,000
Money & Securities - Inside the Premises	\$	50,000	\$	1,000
Money & Securities - Outside Premises	\$	50,000	\$	1,000
Fraudulent Instruction	\$	50,000	\$	1,000
Forgery & Alteration	\$	50,000	\$	1,000

## Equipment Breakdown

Limits Deductible

Equipment Breakdown Limit	\$	65,783,069	\$	5,000
Property Damage		Included		
Off Premises Property Damage	\$	25,000		
Business Income/Extra Expense/Service Interruption	\$	1,000,000		
Contingent Business Income	\$	25,000		
Civil Authority		Included		
Perishable Goods	\$	100,000		
Demolition	\$	100,000		
Ordinance or Law	\$	100,000		
Expediting Expenses	\$	100,000		
Hazardous Substances	\$	100,000		
Newly Acquired Locations	\$	1,000,000		
Green	\$	25,000		
Public Relations	\$	5,000		

Annual Aggregate Limit Deductible

## Cyber Loss & Liability Coverage

\$1,000,000 \$25,000

### Ransomware Limit

\$100,000

Included in Above

### Insuring Agreement A – Loss Expense Coverage

Protects against expenses the Insured incurs directly (i.e. 1st Party) in connection with a Privacy Incident or Network Security Incident. Examples of covered expenses include: forensics, notification, identity monitoring, breach coaching, data restoration, extortion costs, and business interruption loss.

### Insuring Agreement B – Liability Expense Coverage

Protects against the Insured's liability to others (i.e. 3rd Party) in connection with a Private Incident, Network Security Incident, or Media Incident. Examples of covered expenses include: Defense Expense, damages, pre-judgment interests, judgments, post judgment interests, settlements, PCI assessments, and consumer redress funds.

## General Liability

	Limits	Deductible
General Aggregate Limit	\$1,000,000	\$ 1,000
Each Occurrence Limit	\$ 1,000,000	\$ 1,000
Damage To Premises Rented To You Limit	\$ 500,000	\$ 1,000
Law Enforcement Liability Limit	\$ 1,000,000	\$ 5,000
Unmanned Aerial Vehicle Aggregate Limit	\$ 100,000	\$ 1,000
Personal and Advertising Injury Limit	\$ 1,000,000	\$ 1,000
Products/Completed Operations Aggregate Limit	\$1,000,000	\$ 1,000

## Employee Benefits Liability

	Limits	Deductible
Claims-Made & Reported Form	Retroactive Date: 9.1.2020	
Each Employee	\$1,000,000	\$ 1,000
Aggregate (Included in General Liability General Aggregate)		

## Educator's Legal Liability

	Limits	Deductible
Claims-Made & Reported Form	Retroactive Date: 9.1.2015	
Coverage A: Professional Educational Services		\$ 10,000
Each Professional Incident	\$1,000,000	
Professional Incident Aggregate	\$1,000,000	
Coverage B: Employment-Practices Liability		\$ 10,000
Each Employment Incident	Combined with Coverage A	
Employment Incident Aggregate	Combined with Coverage A	
Coverage C: Non-Pecuniary Defense		\$ 10,000
Defense Reimbursement	\$100,000	
Defense Reimbursement Aggregate	\$300,000	

## Auto Liability

	Limits	Deductible
Combined Single Limit	\$ 1,000,000	\$ 1,000
Non-Owned & Hired Liability	BI / PD Limit	

## Auto Physical Damage

	Limits	Deductible
Comprehensive & Collision Coverage Including Flood, except in Zones Prefixed A or V	ACV	\$ 1,000
Newly Acquired Vehicles	ACV	\$ 1,000
Garagekeepers Legal Liability	\$ 50,000	\$ 1,000
Hired Car Physical Damage	\$ 100,000	\$ 1,000

## Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

### Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

# Terms & Conditions

## General Terms

1. The proposed contributions and coverage include package discounts. Therefore, all proposed coverages must be accepted as a package.
2. This proposal is summary only. Please consult all applicable agreements and coverage documents for a complete explanation of the coverages, conditions and exclusions.
3. If this proposal is based upon an incomplete application, terms and pricing may change if the completed application reveals new underwriting concerns.
4. This proposal is based upon no deterioration in property losses prior to binding. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from North American Solutions.
5. This proposal is rescinded if a RFP is issued by the school district or college subsequent to the date that this proposal is offered.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. Property coverage will apply on the condition that the Member give us notice of any Loss as soon as possible, but in no event more than 365 days from the date of the Occurrence.
8. Roof coverings to be ACV if originally installed or last fully replaced more than 20 years from the date of loss.
9. Cyber coverage is subject to full receipt of cyber applications and subject to underwriting approval.

## Multi-Year Coverage

1. This proposal includes multi-year coverage terms as specified in the PCAT Multi-Year Interlocal Addendum.

## Automobiles

1. Automobile Liability coverage does not extend to 15 Passenger Vans “while transporting students.”
2. A contracted school bus driver who is not a district employee is not considered a covered Member.

## Annual Adjustments

1. Contributions are adjusted annually based on updated exposures for Property and Contents, Automobiles and Average Daily Attendance.
2. Contributions may be adjusted annually per the PCAT Multi-Year Interlocal Addendum.

## Proposal Contingencies (the following must be received prior to binding)

1. Signed coverage applications.

## Cost Summary

	Exposures		Cost
Property	Building	\$ 55,806,703	\$ 178,868
	Contents	\$ 9,976,366	
	Total	\$ 65,783,069	
Equipment Breakdown	TIV	\$ 65,783,069	\$ 3,273
Cyber Loss & Liability	ADA	877	\$ 7,265
	Employees	187	
General Liability & Employee Benefits Liability	ADA	877	\$ 975
	Employees	187	
Educator's Legal Liability	ADA	877	\$ 3,587
	Employees	187	
Automobile Liability	Power Units	32	\$ 16,276
	Trailers	0	
Auto Physical Damage	Cost New	\$1,568,848	\$ 9,336
	Units	32	
<b>Annual Cost</b>			<b>\$ 219,580</b>

## Value - Added Services

Operational Disaster Recovery	Priority Access to Power, Fuel, Mobile Offices & Satellite Connectivity	Included
Property Valuations	Annual Property Valuation Updates including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver DVD Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included
SafeBus Community Bus Driver Monitoring	Yellow & White fleet safety monitoring program	Included

Optional Auto Liability Quotes	Limits	Deductible	Additional Cost
Uninsured/Underinsured Motorist			
Bodily Injury - per person	\$ 30,000		
Bodily Injury - per accident	\$ 60,000	\$ 1,000	\$ 1,643
Property Damage - per accident	\$ 25,000		
Medical Payments			
Per Person	\$ 2,500		
Per Accident	\$ 25,000	\$ 1,000	\$ 1,297

### Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

### Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

# PCAT Summary of Coverage Changes

September 1, 2022

As part of the continuous improvement process, periodic reviews of coverage documents are conducted to provide the best products to our Members. Property Casualty Alliance of Texas (PCAT) is implementing the following coverage changes for all renewals taking effect on or after September 1, 2022.

[This is a summary of changes only, please carefully review the coverage documents in their entirety](#)

## Building and Personal Property Coverage

- Under Commercial Property Conditions, 1. Loss Conditions, B Appraisal was changed to:
  - B. Suit against PCAT.** No suit, action or proceeding for the recovery of any claim will be sustained in any court of law or equity unless the following adjudication procedures are satisfied:
    1. As a condition precedent to filing suit, you must attend at least a one day mediation before a mutually agreeable mediator, unless this provision is waived by both parties in writing;
    2. Any suit, action or proceeding against us must be brought in the state District Courts of Harris County, Texas.
    3. As a condition precedent to filing suit, you must have fully complied with all terms and conditions in this document, the Contribution and Coverage Summary and the PCAT INTERLOCAL AGREEMENT AND BYLAWS. The parties agree that we do not need to show that we were somehow prejudiced by your non-compliance with any such terms or conditions. Texas case law that obligates insurers to show prejudice arising from an insured's non-compliance with certain contractual provisions before a reviewing court will enforce those provisions against an insured has no application to you, to us, or to the party's agreements. (pp. 23)
- Under General Conditions – One Condition was added:
  - P. No Transfer of Interests.** We will pay for direct physical loss of or damage to Covered Property caused by or resulting from a Covered Cause of Loss, subject to the terms and conditions in this document, your Contribution and Coverage Summary and the PCAT INTERLOCAL AGREEMENT AND BYLAWS. You agree that you shall not transfer any interest, payments, control or claims you might have for or in connection with direct physical loss of or damage to Covered Property to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors. Any action by you that grants or attempts to grant to any third party any interest, payments, control or claims you might have for or in connection with direct physical loss of or damage to Covered Property to any third party, including, but not limited to, your entry into a contingent fee contract, will immediately suspend our obligation to make any payment to you for otherwise covered direct physical loss of or damage to Covered Property. Our payment obligation shall not be restored unless and until you provide evidence reasonably satisfactory to us that your transfer or attempt to transfer any interest, payments, control or claims you might have for or in connection with direct physical loss of or damage to Covered Property to any third party has effectively been terminated. (pp. 31-32)

## USI Disclosures

**Direct Bill DISCLOSURE:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**Reviewing Client Contracts DISCLOSURE:** As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

# USI Privacy Notice

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## **Our Privacy Promise to You**

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

## **What types of information will we be collecting?**

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

## **What will we do with your protected information?**

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

## **Our Security Procedures**

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

## **Our Legal Use of Information**

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

## **Your Right to Review Your Records**

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## A.M. Best JUA and Unrated Notification - PCAT

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The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with Texas Political Subdivisions JSIF is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with Texas Political Subdivisions JSIF.

Please sign below and return to us to acknowledge your agreement to placement with Texas Political Subdivisions JSIF.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

**AGREED TO:**

**Tornillo Independent School District**

\_\_\_\_\_  
**(Title – Must be Corporate Officer)**

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

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

## Insurance Carrier Ratings

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As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

### A. M. BEST RATINGS

<b>A++ &amp; A+</b>	Superior	<b>D</b>	Poor
<b>A &amp; A-</b>	Excellent	<b>E</b>	Under Regulatory Supervision
<b>B++ &amp; B+</b>	Good	<b>F</b>	In Liquidation
<b>B &amp; B-</b>	Fair	<b>S</b>	Rating Suspended
<b>C++ &amp; C+</b>	Marginal	<b>NR</b>	Not Rated

### FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

### RATING "NOT ASSIGNED" CLASSIFICATIONS

**NR-1** Insufficient Data

**NR-3** Rating Procedure Inapplicable

**NR-5** Not Formally Followed

**NR-2** Insufficient Size and/or Operating Experience

**NR-4** Company Request





**Tornillo ISD**  
**Schedule**



# Property and Equipment Breakdown Schedule

## Tornillo ISD

Member Name	Member Number	Building	Bldg #	Address	City	Zip Code	Const	# Story	Year Built	Year Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value
Tornillo ISD	071-908	Administration	1A	19200 Cobb Ave	Tornillo	79853	MNC	1	1926			19,431	\$ 152.85	20%		\$ 2,969,951	\$ 593,990	\$ 3,563,941
Tornillo ISD	071-908	Neil Bldg	1B	19210 Cobb Ave	Tornillo	79853	MFR	1	1969			14,073	\$ 159.51	18%		\$ 2,244,736	\$ 404,052	\$ 2,648,788
Tornillo ISD	071-908	IT Offices	1C	19190 Cobb Ave	Tornillo	79853	Frame	1	1970			2,280	\$ 154.24	40%		\$ 351,675	\$ 140,670	\$ 492,345
Tornillo ISD	071-908	District Digital Marquee		19200 Cobb Ave	Tornillo	79853										\$ 7,500	\$ -	\$ 7,500
Tornillo ISD	071-908	Tornillo High School	2A	430 D Oil Mill Rd	Tornillo	79853	MNC	1	2010	2019	Yes	126,387	\$ 182.40	20%		\$ 23,052,898	\$ 4,610,580	\$ 27,663,478
Tornillo ISD	071-908	Stadium Field House	2B	430 D Oil Mill Rd	Tornillo	79853	MNC	1				10,124	\$ 177.08	15%		\$ 1,792,719	\$ 268,908	\$ 2,061,627
Tornillo ISD	071-908	HS Portable (24 x 32)		430 D Oil Mill Rd	Tornillo	79853	Frame	1	2005			768	\$ 60.00	20%		\$ 46,080	\$ 9,216	\$ 55,296
Tornillo ISD	071-908	FB Home Bleachers (214' x 9 rows)		19210 Cobb Ave	Tornillo	79853										\$ 160,500	\$ -	\$ 160,500
Tornillo ISD	071-908	Stadium Press Box (6 x 34)		19210 Cobb Ave	Tornillo	79853	NC	1				204	\$ 150.00			\$ 30,600	\$ -	\$ 30,600
Tornillo ISD	071-908	FB Visitor Bleachers (93' x 5 rows)		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 38,750	\$ -	\$ 38,750
Tornillo ISD	071-908	FB Scoreboard		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 25,000	\$ -	\$ 25,000
Tornillo ISD	071-908	FB Fencing		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 12,000	\$ -	\$ 12,000
Tornillo ISD	071-908	FB Artificial Turf Field		19210 Cobb Ave	Tornillo	79853										\$ 700,000	\$ -	\$ 700,000
Tornillo ISD	071-908	8 Lane Synthetic Track		19210 Cobb Ave	Tornillo	79853										\$ 190,000	\$ -	\$ 190,000
Tornillo ISD	071-908	Tennis Courts		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 20,000	\$ -	\$ 20,000
Tornillo ISD	071-908	FB Lights (4 poles, 36 lights)		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 196,000	\$ -	\$ 196,000
Tornillo ISD	071-908	Marquee		19210 Cobb Ave	Tornillo	79853		1	1969							\$ 18,000	\$ -	\$ 18,000
Tornillo ISD	071-908	Softball Bleachers - Home (16' x 5 rows)		19210 Cobb Ave	Tornillo	79853										\$ 5,333	\$ -	\$ 5,333
Tornillo ISD	071-908	Softball Bleachers - Visitors (19' x 5 rows)		19210 Cobb Ave	Tornillo	79853										\$ 6,333	\$ -	\$ 6,333
Tornillo ISD	071-908	Softball Dugout & Storage - Home		19210 Cobb Ave	Tornillo	79853	JM	1				715	\$ 30.00	5%		\$ 21,450	\$ 1,073	\$ 22,523
Tornillo ISD	071-908	Softball Dugout & Storage - Visitors		19210 Cobb Ave	Tornillo	79853	JM	1				715	\$ 30.00	5%		\$ 21,450	\$ 1,073	\$ 22,523
Tornillo ISD	071-908	Softball Scoreboard		19210 Cobb Ave	Tornillo	79853										\$ 5,000	\$ -	\$ 5,000
Tornillo ISD	071-908	Baseball Bleachers - Home (23' x 3 rows)		300 Oil Mill Rd	Tornillo	79853			2005							\$ 4,600	\$ -	\$ 4,600
Tornillo ISD	071-908	Baseball Bleachers - Visitors (22' x 4 rows)		300 Oil Mill Rd	Tornillo	79853			2005							\$ 5,867	\$ -	\$ 5,867
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM	1	2005			304	\$ 30.00			\$ 9,120	\$ -	\$ 9,120
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM	1	2005			304	\$ 30.00			\$ 9,120	\$ -	\$ 9,120
Tornillo ISD	071-908	Baseball Scoreboard		300 Oil Mill Rd	Tornillo	79853										\$ 20,000	\$ -	\$ 20,000
Tornillo ISD	071-908	Junior High School	3A	300 Oil Mill Rd	Tornillo	79853	MNC	1	1997	2019		43,240	\$ 162.76	18%		\$ 7,037,905	\$ 1,266,823	\$ 8,304,728
Tornillo ISD	071-908	Intermediate School	3B	420 A Oil Mill Rd	Tornillo	79853	MNC	1	2001	2019		28,000	\$ 178.37	16%		\$ 4,994,464	\$ 799,114	\$ 5,793,578
Tornillo ISD	071-908	Jr High / Intermediate Gym	3C	420 B Oil Mill Rd	Tornillo	79853	MNC	1	2002			14,845	\$ 188.49	15%		\$ 2,798,155	\$ 419,723	\$ 3,217,878
Tornillo ISD	071-908	Maintenance-Transportation	3D	420 C Oil Mill Rd	Tornillo	79853	NC	1	2002			6,724	\$ 121.41	25%		\$ 816,353	\$ 204,088	\$ 1,020,441
Tornillo ISD	071-908	Transportation Canopy		420 A Oil Mill Rd	Tornillo	79853	NC	1				7,176	\$ 30.00			\$ 215,280	\$ -	\$ 215,280
Tornillo ISD	071-908	Elementary	4A	19200 Gaby St	Tornillo	79853	MNC	1	1992	2019		35,285	\$ 166.67	16%		\$ 5,881,089	\$ 940,974	\$ 6,822,063
Tornillo ISD	071-908	Multi Purpose / Elementary Gym	4B	19200 Cobb Ave	Tornillo	79853	MNC	1	1994			13,450	\$ 134.74	15%		\$ 1,812,295	\$ 271,844	\$ 2,084,139
Tornillo ISD	071-908	Communication Towers (2)		300 Oil Mill Rd	Tornillo	79853										\$ 10,000	\$ -	\$ 10,000
Tornillo ISD	071-908	Intermediate Portable A (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
Tornillo ISD	071-908	Intermediate Portable B (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
Tornillo ISD	071-908	Intermediate Portable C (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
Tornillo ISD	071-908	Intermediate Portable D (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
Tornillo ISD	071-908	Intermediate Portable E (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
Tornillo ISD	071-908	Intermediate Portable F (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 60.00	16%		\$ 46,080	\$ 7,373	\$ 53,453
<b>Totals</b>																<b>\$ 55,806,703</b>	<b>\$ 9,976,366</b>	<b>\$ 65,783,069</b>

Signature \_\_\_\_\_ Date \_\_\_\_\_



Tornillo ISD

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	1	2005	Blue Bird	BUS	1FDXE45P45HA94076	618200	\$ 46,840	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	2	2005	Blue Bird	BUS	1FDXE45P65HA94077	618300	\$ 46,840	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	3	2005	Blue Bird	BUS	1FDXE45P85HA94078	618300	\$ 59,460	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	4	2006	Blue Bird	BUS	1BAKBCAX6F237914	618300	\$ 81,750	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	5	2010	Blue Bird	BUS	1BAKGCPA7AF268654	618300	\$ 84,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	6	2015	Blue Bird	BUS	1BAKGCA6FF305174	618300	\$ 99,400	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	7	2015	Blue Bird	BUS	1BAKGCA8FF305175	618300	\$ 99,400	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	8	2016	Blue Bird	BUS	1BAKBCPA8GF324172	618300	\$ 99,795	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	9	2021	Thomas	BUS	4UZABRFBXMCMK7407	618300	\$ 99,521	\$ 1,000	\$ 1,000	112
Tornillo ISD	071-908	10	2021	Thomas	BUS	4UZABRFB1MCMK7408	618300	\$ 99,521	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	11	2021	Thomas	BUS	1T7Y84G20M117640176401	618300	\$ 186,095	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	12	2021	Blue Bird	BUS	1BABNB6A7MF373460	618300	\$ 182,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	13	2002	Nissan	PU	1N6DD26S22C355180	014990	\$ 14,798	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	14	2000	Chevrolet	PU	1GCG24R0YR199441	014990	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	15	2003	Dodge	PU	3D7KU28603G736508	014990	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	16	2003	Nissan	PU	1N6DD26T73C454636	014990	\$ 13,638	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	17	2003	Nissan	PU	1N6DD26T93C454234	014990	\$ 13,638	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	18	2008	Ford	PU	1FTNF20508ED57589	014990	\$ 18,694	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	19	2019	Nissan	PU	1N6BDOCT2KN712872	014990	\$ 24,736	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	20	2019	Nissan	PU	1N6BDOCT4KN705034	014990	\$ 24,736	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	21	2022	Chevrolet	PU	1GCHSBEAGN1153400	014990	\$ 21,190	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	22	2022	Chevrolet	PU	1GCHSBEA3N113399	014990	\$ 21,190	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	23	2022	Chevrolet	PU	1GCHSBEA1N1153403	014990	\$ 21,190	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	24	2007	Chevrolet	SED	2G1WS55R479373608	739800	\$ 10,000	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	25	2014	Ford	SED	1FADP3E29EL401048	739800	\$ 15,648	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	26	2004	Nissan	SUV	5NLBV28U24N3L0569	014990	\$ 24,722	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	27	2000	Chevy	VAN	1GAZGNFPXL1268050	014990	\$ 28,935	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	28	2000	Chevy	VAN	1GAZGNFP9L1267620	014990	\$ 28,935	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	29	2006	Ford	VAN	1FTNE24W96HB02974	014990	\$ 17,041	\$ 1,000	\$ 1,000	



# Vehicle Schedule

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	30	2008	Ford	VAN	1FTNS24W88DA95454	014990	\$ 17,697	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	31	2012	Honda	VAN	5FNRL5H20BB065064 TX	014990	\$ 26,021	\$ 1,000	\$ 1,000	
Tornillo ISD	071-908	32	2015	Ford	VAN	NMOL56E73F1214092	014990	\$ 21,417	\$ 1,000	\$ 1,000	

Signature \_\_\_\_\_ Date \_\_\_\_\_



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

# Frontline Education Renewal Notice

Attn: Tornillo Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

Below you will find information about the renewal of your subscription(s) that renew on 9/16/2022. Once you have reviewed the pricing for your upcoming subscription you can either:

- Use this [link](#) to confirm the renewal of your subscriptions, or
- If you have questions please reach out to your Client Success Manager to request information about our multi year contract options.

Description	Start Date	End Date	Qty	Rate	Amount
Frontline ERP, unlimited usage for internal employees	9/16/2022	9/15/2023	1	\$39,049.45	\$39,049.45
<b>Total</b>					<b>\$39,049.45</b>

**Please use this [link](#) to indicate that you intend to renew your subscriptions and request your invoice if needed.**

Need assistance? You can reach us by calling Daniel Alvisi at (484) 328-4598 or by emailing us at [renewals@frontlineed.com](mailto:renewals@frontlineed.com).



Laura Hughes  
Director, Client Retention and Renewals



***Technology Department***

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

# MEMORANDUM

To:

From:

Subject:

Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



**Customer:**

**Tornillo ISD - Central Office**  
 19200 Cobb Ave P.O. Box 170  
 Tornillo  
 TX 79853

**Associate: Michelle Lemke**  
**Quote ID: 21225**

Today's Date: 8/5/2022  
 Expires On: 9/5/2022

**Equipment Order**

Qty	Mfg	Type	Item Name	Item Number
7			OEM# 29S0400 SN Ref# 1217714 465 available Lexmark M1342 Mono Laser Printer Lexmark M1342 Mono Laser Printer (42 ppm) (600 x 600 dpi) (256 MB) (1 GHz) (Duplex) (Duty Cycle 100,000) (USB) (Ethernet) (250 Sheet Input) (100 MPT)	
1			PaperCut Renewal 12 months AMSPlus-1 ACDI advanced software maintenance and support, first year required Based on License Details 14 : PCMFE-Canon-10 12 : PCMFE-LxmkP-10	
6			BARCODE SCANNERS - IN STOCK FROM PRIOR UNITS	

**Service Agreements**

Qty	Agreement	Description	Monthly
	MaxLease	Flat Rate Contract - No Overages/Meters -- Includes equipment usage and all service and supplies in one convenient payment. (Includes all labor, parts, drums, mileage, travel time and operating supplies (except paper & staples) . Program & quoted pricing requires server-based installation of automated Fleetview remote monitoring & device meter capture software.	(Maxleases included below)

**Post Installation Connectivity Services**

Please indicate if you choose to add this program for an additional \$14.99 per month for up to five (5) network copy/print devices. Program services include future re-installation of print drivers, configuring scan-to-folder, scan-to-email, fax forwarding, copy security codes, MAC & LDAP profiles & other device-related connectivity services. If declined, customer is eligible for a 20% discount off of hourly charges for related technical services.	<b>Accept</b>	<b>Decline</b>
	<input type="checkbox"/>	<input type="checkbox"/>

**Remarks**

add 7 lexmark printers back to contract- new printers

PaperCut Renewal

EtherFax Renewal

District Copier Renewals

12-month renewal at reduced rate -- renews all tags that will remain under contract, PaperCut & e-FAX solution for 2022-2023 Fiscal Year  
 Lexmark M5155 per unit/month cost = \$48.25 per month X 5 units = \$241.25  
 Canon IR 356if per month = \$135.95 per month X 1 unit = \$135.95  
 Canon IR 256if per month = \$119.50 per month X 2 units = \$239.00  
 Canon IR 5550 per unit/month cost = \$272.60 X 4 = \$1,090.40  
 Canon IR 5560 per unit/month cost = \$307.10 X 7 = \$2,149.70  
**\*\*\*NEW LEXMARK M1342 PRINTERS 7 X \$54.00 = \$378.00**

EFAX Solution - \$101.25 per month

**Monthly Breakdown (Plus Applicable Taxes)**

Term	Total	FMV: <input checked="" type="checkbox"/>	\$Out: <input type="checkbox"/>
12	\$4,335.55		



This quotation for the itemized equipment and SpectraCARE Service Agreement will become an order when accepted and approved.

**QUOTE ACCEPTED** By: \_\_\_\_\_

**Spectrum Rep:** \_\_\_\_\_

Purchase Order #: \_\_\_\_\_ Date: \_\_\_\_\_

Billing/Meter Reads: \_\_\_\_\_

**SERVICE AGREEMENT TERMS & CONDITIONS**

1. This agreement is between Spectrum Technologies or any operating unit or subsidiary thereof (hereafter called "Company") and the customer referenced on the SpectraQUOTE Sales Proposal (hereafter called "Customer"). Company agrees to furnish such products and services provided under the specified coverage as outlined on the proposal at the rates therein specified.
2. This service/maintenance agreement includes all labor necessary to make the replacement of parts, technical adjustments, cleaning and lubrication. Any new attachment of the Company's manufacture added to the machine may be subject to an additional charge for maintenance service under the provisions of this agreement. Although parts will generally be available, this agreement does not guarantee the availability of all repair parts, particularly if the contracted unit has been out of production for seven (7) or more years. If it is determined that parts are not available from any reasonable source, Customer or Company may terminate this agreement with Customer receiving prorated monthly credit for any prepayment of services.
3. All service under this agreement shall be rendered on the user's premises during the Company's regular working hours unless otherwise specified. For emergency calls outside Company's regular business hours of Monday-Friday, 8:00 am to 5:00 pm, the charges will be made at the Company's prevailing service rates.
4. The prices for respective maintenance coverage include intervening emergency calls between regular periodic maintenance calls required by the equipment manufacturer, and found to be necessary by the Company's technical representative to keep equipment in good mechanical operating condition (exceptions outlined below). Cleaning, which is necessary to keep equipment in good operating condition between regularly scheduled maintenance calls, is the responsibility of the operator(s) of the equipment.
5. The Company reserves the right to inspect all equipment to be covered by this agreement to determine that it is in good mechanical condition on date the agreement becomes effective. In the event machines require repair or overhaul prior to acceptance of service/maintenance; such repairs will be made at Company's prevailing service rates.
6. This agreement does not include replacement parts or labor for major disassembly, rebuilding, overhauling or shop repair. It does not include repairs necessitated by fire, water, or accident, nor the cost of replacement motors necessitated by changes in power line specifications. This agreement does not provide for the replacement of parts, nor the labor due to vandalism, misuse, negligence or abuse of the equipment, nor for problems necessitated by the use of non-Company or manufacturer approved parts or operating supplies as deemed by Company's technical representative. This agreement does not cover labor for normal operator functions as described in equipment's operator manual or problems relating to or caused by software which was not supplied by Company.
7. The Company reserves the right to discontinue service on any machine for the following reasons: (a) abuse, misuse and/or negligence of the equipment by the operator(s) thereof; (b) lack of proper care of the equipment by the operator(s) between regular scheduled maintenance inspections; (c) machine not being used in accordance with intended purposes; (d) rates of the order covering said equipment do not coincide with the hours outlined (see front if applicable); (e) equipment which requires rebuilding, overhauling or shop repairs but approval to proceed has been refused; (f) genuine (OEM) replacement parts and/or operating supplies have not been used in the maintenance or operation of the equipment, and, (g) Company deems equipment to be in a state of disrepair due to age and/or continued overuse of equipment.
8. The Company will honor orders for service for the term and/or subsequent terms stated herein. It is understood that once an order for service is placed, it will continue in effect during the remainder of the agreement term and is non-cancelable. Should Customer fail to remit payment according to the coverage and payment selection terms indicated, Company may, at its sole option, cancel the agreement and re-invoice Customer for any service calls, including parts, labor, mileage and travel time at prevailing retail rates for any and all calls placed from the beginning date of agreement to date of cancellation.
9. Service agreements are either "Prepaid" or "Installment Payment Option", depending on the billing and payment selection desired. Prepaid annual premiums are billed and due within regular account terms and all installment premiums are billed in advance of actual services rendered by the Company and are due within regular account terms.
10. Service/maintenance performed on Customer's premises will be free from mileage and travel time charges if said premises are located within a 25-mile radius from the closest Company service facility. Maintenance performed on equipment located beyond this radius is subject to a prevailing mileage charge, unless otherwise specified. Customer is subject to any additional tolls assessed to Company for on-site service.
11. The agreement price(s) exclude all State and local taxes levied on or measured by the agreement or sale price of the services or completed supplies furnished under this agreement. Taxes excluded from this agreement pursuant to the preceding sentence shall be separately stated on the Company's invoices and the Customer agrees to pay to the Company amounts covering such taxes or to provide evidence necessary to sustain exemption there from.
12. Rate variances may occur over succeeding terms of the agreement depending on, among other factors, the annual copy allowance designated for the equipment. Copy volumes are analyzed annually and adjustments may be made to reflect a change in machine usage, which will affect rates, copy allowance and excess copy charges for the next term period. In coverage that include operating supplies such as toner, rates may vary if toner coverage continually and significantly exceeds five percent (5%) fill per page on average. Rates for network connected device "fleet" agreements assume the consent to install our server-based automated remote monitoring & device meter capture software.
13. Under our multi-unit agreements, particularly "per-image" agreements, any new equipment installed at Customer's location will automatically be included under this coverage and will be billed according to the rate assigned to that specific device, unless otherwise specified by Company or Customer in writing. For all agreements, Customer is required to supply to Company, generally through the installation of our server-based automated remote monitoring & device meter capture software but alternatively upon request, all device meters, be it monthly, quarterly or annually, within 2 business days of such request.
14. Rates for any "flat-rate" agreements that do not require the capture, reporting and billing of device meters are calculated off of customer's previous usage history and may be revised during the term of the agreement if necessitated by an unusual increase in overall usage.
15. Any contracted equipment that is connected to Customer's computer network is not covered for problems relating to network operating systems, operating software or network hardware that was not installed by Company. Generally, if the contracted equipment can print from a non-networked environment (parallel), the problem is outside the scope of this agreement and any work performed will be a prevailing retail rates.
16. Customer is subject to a labor charge and charge for parts at current retail rates if confirmed evidence of tampering/modifying/adjusting of the equipment is found to have been performed by anyone other than Company's authorized representative.
17. Customer is subject to additional charges if Customer moves the equipment from the location stated on the reverse side of this agreement if moved outside of the zone indicated and/or for any damage done to equipment during the move and/or the need to reinstall the equipment is necessary. Company will be under no obligation to provide maintenance service for any equipment which is located outside its geographical area of responsibility.
18. This agreement is not assignable by Customer without written permission from Company, such permission not to be reasonably withheld, and any attempt by customer to assign any rights, duties, or obligations which arise under this agreement without such permission shall be void.
19. The company reserves the right to bill surcharges to customers for excessive costs incurred in providing service under this agreement which may include but are not limited to excessive fuel cost, excessive freight-in or freight-out costs, and excessive parts and/or supplies costs affected by unusual market conditions.
20. The Company will provide Level 1 Support for any bundled firmware and/or accessory and alliance software that was purchased from the Company and is under a separate extended warranty or support agreement with the Licensor of the software. Level 1 Support is defined as providing help-line telephone assistance in identifying service problems, facilitating contact between end-users and the software Licensor and installing bug fixes and compatibility upgrades.
21. This agreement lives in addition to the initial Scope of Work documented for all network-connected devices. Any changes to the initial configuration including certain hardware, software and/or operating systems by Customer may cause the need for Company to provide extra svcs which are billable at then current rates.
22. This agreement sets forth the parties' entire agreement as to Company's maintenance of the equipment. In no event will Company be liable for any loss of business, profit or other consequential damages arising out of any claimed breach of this agreement. All additional and/or different terms are expressly rejected by Company and are excluded from this agreement. No modification to this agreement shall be binding on Company unless agreed to in writing by a corporate office of Company.

(Customer Initials)

Rev: 8/1/2015





# TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

## MINUTES OF REGULAR BOARD MEETING

W.E. Neill Service Center, 19210 Cobb, Tornillo, Texas

Wednesday, July 27, 2022

- 6:01PM –  
6:03PM
- 1. (OTHER) First Order of Business**
- A. Establish a quorum and call the meeting to order  
The meeting was called to order at 6:00 PM by Board President, Marlene Bullard, and it was established that a quorum was present.
- MEMBERS PRESENT:  
Marlene Bullard, President  
Ida Estrada, Vice President  
Ofelia Bosquez, Secretary  
Daniel Dozal  
Maria Saldana via Zoom  
Enrique Vega
- MEMBERS ABSENT:  
Hector Lopez
- SUPERINTENDENT  
Rosa Isela Vega-Barrio, Superintendent
- B. Pledge of Allegiance to the United States  
Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America.
- 6:03PM –  
6:05PM
- 2. (OTHER) Superintendent's Report**  
Mrs. Rosa Vega-Barrio, Superintendent, provided the Board of Trustees with the Superintendent's report.
- 6:05PM –  
6:06PM
- 3. (OTHER) Open Forum – None**
- 4. Lone Star Governance**
- A. (Accountability 1) Review, Discussion, and Possible Action Regarding Board's Time Use Tracker  
Ms. Marlene Bullard, Board President, facilitated the review of the Board's Time Use Tracker.  
*Ida Estrada made the motion and Ofelia Bosquez seconded the motion to approve the Board's Time Use Tracker, as presented.*  
Motion Passed Unanimously.
- 6:06PM –  
6:19PM
- 5. (VISION Y) Information / Reports / Presentations**
- A. Financial Reports-Information Only  
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for June 2022.  
No Action Necessary.
- 6:19PM –  
6:20PM
- 6:20PM –  
6:22PM
- B. Quarterly Investment Report

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report.  
No Action Necessary.

## 6. (VISION Y) Board Items

### A. Purchases > \$25,000 threshold – Authorization

#### 1. Consider Approval of Construction to Convert TJH Gym to Cafeteria

Mr. Rene Estrada, Maintenance/Transportation Director, presented the Board of Trustees with the Construction to Convert TJH Gym to Cafeteria.

*Marlene Bullard made the motion and Ida Estrada seconded the motion to approve the Construction to Convert TJH Gym to Cafeteria, as presented.*

*Motion Passed with a 4:0:1 Vote; Maria Saldana Abstain.*

### B. Discussion and Possible Action Regarding Health and PE Adoption Materials

Mr. Rodrigo Portillo, District Academic Coordinator, presented the Board of Trustees with the Health and PE Adoption Materials.

*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Health and PE Adoption Materials, as presented.*

*Motion Passed Unanimously.*

### C. Discussion Regarding District's Property Values and the Funding Lag

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the District's Property Values and Funding Lag.

*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the District's Property Values and the Funding Lag, as presented.*

*Motion Passed Unanimously.*

## 7. (STRUCTURE) Consent Agenda

### A. Consider Approval of Minutes from Previous Meetings:

#### 1. Regular Board Meeting Minutes - 6/22/2022

### B. Consider Approval of Budget Amendments

### C. Consider Approval of MOU with El Paso Symphony Orchestra's EPSOA Community Music Project

### D. Consider Approval of Disposal - Equipment and Other

### E. Consider Approval of Contract Between Tornillo ISD and Communities in Schools

### F. Consider Approval of 2022-2023 Student Handbook

### G. Consider Approval of Texas Workforce Commission Vocational Rehabilitation Services (TWC VRS) - Worksite Agreement for Wage Services-Work Quest

### H. Consider Approval of TASB Policy Manual Update 119 (1st Reading) affecting the following (LOCAL) Policies:

#### 1. CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

#### 2. DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT

#### 3. EHAA(LOCAL): BASIC INSTRUCTIONAL PROGRAM - REQUIRED INSTRUCTION (ALL LEVELS)

#### 4. EHB(LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

#### 5. EHBA(LOCAL): SPECIAL EDUCATION - IDENTIFICATION,

EVALUATION, AND ELIGIBILITY

- 6. EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
- 7. EIF(LOCAL): ACADEMIC ACHIEVEMENT – GRADUATION
- 8. FFBA(LOCAL): CRISIS INTERVENTION - TRAUMA-INFORCED CARE
- 9. FFH(LOCAL): STUDENT WELFARE - FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

- I. Consider Approval of Shared Services Agreement with Region 19 Migrant Education
- J. Consider Approval of 2022-2023 Substitute Handbook

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve ALL items on the consent agenda, as presented.*

*Motion Passed Unanimously.*

6:37PM –  
9:08PM

- 8. (OTHER) Executive Session. The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, under Sections 551.071 and 551.074, Texas Government Code. The Board will reconvene into open session to take any necessary action.**

*The Board of Trustees entered Executive Session at 6:37 PM for deliberation.*

- A. Discussion Regarding Superintendent's Evaluation
- B. Discussion on Superintendent's Employment Contract and Possible Amendments

*The Board of Trustees reconvened from Executive Session at 9:08 PM.*

**No Action was taken during Executive Session.**

9:08PM –  
9:09PM

- 9. (STRUCTURE) Continuation of Board Items in Open Session**

- A. Discussion and Possible Action Regarding Superintendent's Evaluation

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Superintendent's Evaluation as conducted in closed session.*

*Motion Passed Unanimously.*

9:09PM –  
9:10PM

- B. Discussion and Possible Action Regarding Superintendent's Employment Contract and Possible Amendments

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to amend the Superintendent's Employment Contract as discussed in closed session.*

*Motion Passed Unanimously.*

9:10PM

- 10. Next Meeting Tentative Date: August 17, 2022**

*There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 7:43PM.*

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Marlene Bullard  
President, Board of Trustees

Date

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Ofelia Bosquez  
Secretary, Board of Trustees

Date



## (LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; omitted in Word)

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

**Fiduciary  
Responsibility**

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student activity funds in accordance with state law and local policy, District-~~approved~~ accounting practices and procedures, and the [Texas Education Agency \(TEA\) Financial Accountability System Resource Guide](#).

**Student Activity  
Funds**

The Superintendent ~~or designee~~ shall ensure that student activity accounts are maintained to manage all class funds, ~~organization funds~~, and ~~any~~ other funds raised and collected by [student clubs or organizations from students](#) for a school-related purpose. The principal or designee shall issue receipts for all funds prior to their deposit into the appropriate District account at the District depository.

Student activity funds shall be included in the annual audit of the District's fiscal accounts. [See CFC]

Use and  
Expenditure

Funds collected by student groups shall be used only for purposes authorized by the [student club or organization](#). ~~or upon approval of the sponsor~~. The principal ~~and sponsor or designee~~ shall [manage and](#) approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

**District and Campus  
Activity Funds**

The Superintendent shall [ensure District accounting practices and procedures address](#) ~~establish regulations governing~~ the expenditure of District and campus activity funds generated from vending machines, rentals, gate receipts, concessions, and other local sources of revenue over which the District has direct control. Funds generated from such sources shall be expended for the benefit of the District or its students and shall be related to the District's educational purpose.

Approval

Approval from the immediate supervisor or designee shall be obtained prior to a disbursement being made to any employee, including the principal.

**Carryover Funds**

All funds shall be left in the appropriate account and each sponsoring group shall retain the carryover funds for the next fiscal year. If [a club or an](#) organization ceases to function or exist, the unexpended funds ~~of the organization~~ shall be credited to the appropriate administrative activity account.

**Plan** The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

**Coordinator** The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters ~~and as required by law report to TEA breaches of system security.~~

**Training** The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be ~~used in the District; annually completed by each employee and Board member; and~~
2. Verify and report compliance with ~~staff~~ training requirements in accordance with guidance from the Department of Information Resources; ~~and~~
- ~~2.3.~~ Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

**Security Breach Notifications** Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The ~~District~~ ~~District's cybersecurity coordinator~~ shall disclose a breach involving sensitive, protected, or confidential student information ~~as required by TEA and parents in accordance with~~ law.

TERMINATION OF EMPLOYMENT  
RESIGNATION

DFE  
(LOCAL)

**General Requirements**

All resignations shall be submitted in writing to the Superintendent or **other person designated by Board action in accordance with this policy**~~designee~~. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

**At-Will Employees**

The Superintendent ~~or designee~~ shall be authorized to accept the resignation of an at-will employee at any time. **The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.**

**Contract Employees**

The Superintendent or **other person designated by Board action**~~designee~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. **If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action.** The resignation requires no further action by the District and is accepted upon receipt **by the Superintendent or other person designated by Board action.**

The Superintendent or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. **If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action. The Superintendent or other person designated by Board action**~~The Superintendent or other Board designee~~ shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

Withdrawal of Resignation

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

**Principal  
Qualifications**

In addition to the minimal certification requirement, ~~athe~~ principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budgets~~~~budget~~ and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
- ~~6. Three years' experience as a classroom teacher;~~
- ~~7.6.~~ Prior experience in instructional leadership roles; and
1. Other qualifications deemed necessary by the Board and included in the job description.

**School Counselors**

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

- ~~8.7.~~ If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision. ▸

**Human Sexuality  
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

~~Each student~~ ~~Students at all grade levels~~ who ~~has~~~~have~~ been identified as being at risk of dropping out of school, who ~~is~~~~are~~ not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment, shall be provided accelerated and/or compensatory educational services.

**Accelerated Instruction**

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily ~~based~~ on a state-mandated ~~needs~~ assessment. ~~The principal shall ensure that each identified student is receiving services.~~

**Accelerated Learning Committee**

When a student fails to perform satisfactorily on a math or reading state-mandated assessment in grades 3, 5, or 8, an accelerated learning committee shall develop a written educational plan in accordance with law. If a parent requests that the student be assigned to a particular teacher the following school year, the request shall be addressed in accordance with the District's administrative procedures.

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG. ~~The services provided each student shall be consistent with the goals and strategies established in the District and campus improvement plans and shall be reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.~~

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~{See EIE}~~

<b>Curriculum Mastery</b>	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]
<b>Standards for Mastery</b>	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none"><li>1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.</li><li>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.</li></ol>
Grades 1–8	In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: 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. [See EI]
<b>Accelerated Instruction</b>	<del>If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.</del>
<b>Grade Advancement Testing</b>	<del>Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.</del>

~~Definition of 'Parent'~~ For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]

~~Alternate Assessment Instrument~~ The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.

~~Standards for Promotion Upon Appeal~~ If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.

~~The student shall not be promoted unless:~~

- ~~1.—All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and~~
- ~~2.—The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.~~

~~Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.~~

~~Transfer Students~~

~~When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

**Assignment of Retained Students**

~~A student not promoted to the next grade level shall remain at the same campus or shall be assigned to a similar campus setting.~~

**Reducing Student Retention**

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]~~

**Safe Schools Data**

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
  - a. Attempted murder;
  - b. Indecency with a child;
  - c. Aggravated kidnapping;
  - d. Aggravated assault on someone other than a District employee or volunteer;
  - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
  - f. Aggravated robbery; or
  - g. Continuous sexual abuse of a young child or [disabled individual children](#).

**School Safety Transfers**

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

**From a Persistently Dangerous School**

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a  
Violent Criminal  
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer  
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

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. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

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. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

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. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

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 ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate 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.

ATTENDANCE  
COMPULSORY ATTENDANCE

FEA  
(LOCAL)

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.

This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

**Consideration of All Absences Considered**

Except as otherwise provided by law, all absences incurred while enrolled in the District ~~All absences~~ shall be considered in determining whether a student has attended the required percentage of days under this policy.

**Attendance Committees**

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent ~~or designee~~ shall make the specific appointments in accordance with legal requirements.

**Parental Notice of Excessive Absences**

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.

**Methods for Regaining Credit or Awarding a Final Grade**

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.

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.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

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.

~~A student~~ ~~Students~~ who ~~has~~ ~~have~~ lost credit or ~~has~~ ~~have~~ 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.

### Personal Illness

~~The~~ When a student's absence for personal illness exceeds three consecutive days, the principal or attendance committee may require verification that the student present a statement from a physician or health-care provider in accordance with administrative regulations clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying ~~an~~ the absence for personal illness as one for which there are extenuating circumstances.

### Best Interest Standard

In reaching consensus regarding ~~if~~ a student's ~~student has established a questionable pattern of~~ absences and how, the student can be awarded credit ~~principal~~ or a final grade, the attendance committee shall attempt to ensure ~~may require~~ that its decision is in the best interest of the ~~a~~ student. The Superintendent shall develop administrative regulations to document the attendance committee's decision ~~present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.~~

### 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. ~~adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

### ~~When~~ Days of Attendance

1. ~~If~~ makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences ~~as that are allowed under compulsory attendance requirements shall be considered~~ days of attendance for award of credit or a final grade. [See FEA] ~~(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS.]~~

### Transfers / Migrant Students

2. ~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

### Documentation

3. ~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

### Consideration of Control

4. ~~The~~ committee shall consider whether the reasons for the absences were ~~for reasons~~ out of the student's or parent's or student's control and.

### Student's Academic Record

5.2. ~~The committee shall consider~~ whether documentation for ~~or not the absence is acceptable~~ student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

~~Information from  
Student or Parent~~

~~6.3.~~ 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.

~~Best Interest  
Standard~~

~~In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.~~

**Imposing Conditions  
for Awarding Credit  
or a Final Grade**

The attendance committee shall consider the student's unique circumstances and, if necessary, shall ~~may~~ impose ~~any of the following~~ conditions for ~~awarding students with excessive absences to regain~~ credit or ~~be awarded~~ 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.
1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before and after school programs.~~
2. Completing other instructional programs, as specified by the committee.
- ~~3. Maintaining the attendance standards for the rest of the semester.~~
- ~~4.3.~~ Taking an examination to earn credit. [See EHDB]
- ~~5. Attending a flexible school day program.~~
- ~~6. Attending summer school.~~

In all cases, the student must ~~also~~ 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).

**Program to Address  
Child Sexual Abuse,  
Trafficking, and  
Maltreatment**

The District's program to address child sexual abuse, trafficking, and other maltreatment of children, as included in the District improvement plan and the student handbook, shall include:

1. Methods for increasing staff, student, and parent awareness regarding these issues, including prevention techniques and knowledge of likely warning signs indicating that a child may be a victim;
2. Age-appropriate, research-based antivictimization programs for students;
3. Actions that a child who is a victim should take to obtain assistance and intervention; and
4. Available counseling options for affected students.

Training

The District shall provide training to employees as required by law and District policy. Training shall address techniques to prevent and recognize sexual abuse, trafficking, and all other maltreatment of children, including children with significant cognitive disabilities. [See DMA]

[See BBD for Board member training requirements and BJCB for Superintendent continuing education requirements.]

**Reporting Child  
Abuse and Neglect**

Any person who has reasonable cause to believe that a child's physical or mental health or welfare has been adversely affected by abuse or neglect has a legal responsibility, under state law, to immediately report the suspected abuse or neglect to an appropriate authority.

As defined in state law, child abuse and neglect include both sex and labor trafficking of a child.

The following individuals have an additional legal obligation to submit a written or oral report within 48 hours of learning of the facts giving rise to the suspicion of abuse or neglect:

1. Any District employee, agent, or contractor who suspects a child's physical or mental health or welfare has been adversely affected by abuse or neglect.
2. A professional who has reasonable cause to believe that a child has been or may be abused or neglected or may have been a victim of indecency with a child. A professional is anyone licensed or certified by the state who has direct contact with children in the normal course of duties for which the individual is licensed or certified.

A person is required to make a report if the person has **reasonable** cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

### Restrictions on Reporting

In accordance with law, an employee is prohibited from using or threatening to use a parent's refusal to consent to administration of a psychotropic drug or to any other psychiatric or psychological testing or treatment of a child as the sole basis for making a report of neglect, unless the employee has cause to believe that the refusal:

1. Presents a substantial risk of death, disfigurement, or bodily injury to the child; or
2. Has resulted in an observable and material impairment to the growth, development, or functioning of the child.

### Making a Report

Reports may be made to any of the following:

1. A state or local law enforcement agency;
2. The Child Protective Services (CPS) division of the Texas Department of Family and Protective Services (DFPS) at (800) 252-5400 or the [Texas Abuse Hotline Website](#)<sup>1</sup>;
3. A local CPS office; or
4. If applicable, the state agency operating, licensing, certifying, or registering the facility in which the suspected abuse or neglect occurred.

However, if the suspected abuse or neglect involves a person responsible for the care, custody, or welfare of the child, the report must be made to DFPS, unless the report is to the state agency that operates, licenses, certifies, or registers the facility where the suspected abuse or neglect took place; or the report is to the Texas Juvenile Justice Department as a report of suspected abuse or neglect in a juvenile justice program or facility. **As defined by law, a person responsible for the care, custody, or welfare of a child includes school personnel and volunteers and day-care workers.** [See FFG(LEGAL)]

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus princi-

pal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

**Confidentiality**

In accordance with state law, the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the rules of the investigating agency.

**Immunity**

A person who in good faith reports or assists in the investigation of a report of child abuse or neglect is immune from civil or criminal liability.

**Failing to Report  
Suspected Child  
Abuse or Neglect**

By failing to report suspicion of child abuse or neglect, an employee:

1. May be placing a child at risk of continued abuse or neglect;
2. Violates the law and may be subject to legal penalties, including criminal sanctions for knowingly failing to make a required report;
3. Violates Board policy and may be subject to disciplinary action, including possible termination of employment; and
4. May have his or her certification from the State Board for Educator Certification suspended, revoked, or canceled in accordance with 19 Administrative Code Chapter 249.

It is a criminal offense to coerce someone into suppressing or failing to report child abuse or neglect.

**Responsibilities  
Regarding  
Investigations**

In accordance with law, District officials shall be prohibited from:

1. Denying an investigator's request to interview a child at school in connection with an investigation of child abuse or neglect;
2. Requiring that a parent or school employee be present during the interview; or
3. Coercing someone into suppressing or failing to report child abuse or neglect.

District personnel shall cooperate fully and without parental consent, if necessary, with an investigation of reported child abuse or neglect. [See GKA]

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<sup>1</sup> Texas Abuse Hotline Website: <http://www.txabusehotline.org>

**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~~<sup>principal</sup> is custodian of all records for currently enrolled students. ~~The Superintendent~~<sup>The Superintendent</sup> 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 documentation of discussion or action by ~~an accelerated learning~~<sup>a grade placement</sup> committee convened 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 ~~special education director~~ ~~special education director~~ 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 special education administration office~~ ~~the special education administration 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 ten 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 ten 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**

The District has designated the following categories of information as directory information: [student name](#); [address](#); [telephone listing](#); [electronic mail address](#); [photograph](#); [date and place of birth](#); [major](#)

field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams ~~student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.~~



## (LOCAL) Policies Packet

For your convenience, this file contains the (LOCAL) policies—and only the local policies—from your school district’s TASB update packet.

### What is included in this packet?

- Instruction sheet for recommended (LOCAL) policies
- Explanatory Notes for recommended (LOCAL) policies
- Clean copies of recommended (LOCAL) policies
- Annotated (redlined) copies of recommended (LOCAL) policy changes

### This is not the full update packet.

To retrieve your district’s full update packet, visit *Policy Service Resource Library > Local Manual Updates* in [myTASB](#).

### What is in the full update packet?

The full update packet contains:

- A summary of the overall policy update
- (LEGAL) policies and (EXHIBIT) documents that describe the statutory framework in which your local policies must operate
- Instructions and Explanatory Notes for every policy change, not just the (LOCAL)s
- Guidance on how to:
  - Present recommended policy changes to the board
  - Keep minutes
  - Notify TASB of board action
  - Maintain your historical record
  - Update your administrative regulations

### Disclaimer and Copyright

This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

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Instruction Sheet  
TASB Localized Policy Manual Update 119

**Tornillo ISD**

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
CPC	(LOCAL)	Replace policy	Revised policy
DMA	(LOCAL)	ADD policy	See explanatory note
EHAA	(LOCAL)	Replace policy	Revised policy
EHB	(LOCAL)	ADD policy	See explanatory note
EHBAA	(LOCAL)	ADD policy	See explanatory note
EHBB	(LOCAL)	Replace policy	Revised policy
EIF	(LOCAL)	Replace policy	Revised policy
FFBA	(LOCAL)	Replace policy	Revised policy
FFH	(LOCAL)	Replace policy	Revised policy

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Tornillo ISD

#### **CPC(LOCAL)                      OFFICE MANAGEMENT: RECORDS MANAGEMENT**

Recent updates by the Texas State Library and Archives Commission (TSLAC) to [Bulletin B: Electronic Records Standards and Procedures](#) prompted recommended revisions to this local policy on records management. The new rules add local policy requirements for district management of electronic records.

To meet these requirements, new policy provisions delegate to the records management officer the responsibility to develop procedures for the management of electronic records that comply with the district's records control schedules and meet minimum components required by law.

The [Regulations Resource Manual](#) includes updated sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **DMA(LOCAL)                      PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT**

SB 1267 (Regular Session) requires the board to annually review the State Board for Educator Certification (SBEC) clearinghouse regarding best practices and industry recommendations for professional development and adopt a professional development policy based on the training recommendations in the clearinghouse.

To meet the policy requirements, the recommended local policy text reflects that the board shall annually approve the district's professional development plan, which must be guided by the clearinghouse; note any differences from the clearinghouse recommendations; and include a schedule of required professional development.

**Please note:** SB 1267 requires SBEC to publish the clearinghouse by June 1, 2022, and districts to adopt a professional development policy by August 1, 2022. TASB Policy and Legal Services recommend that the board adopt DMA(LOCAL) and approve the district professional development plan by August 1, or as soon as possible thereafter, to ensure compliance with the bill.

#### **EHAA(LOCAL)                      BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)**

New provisions are recommended based on SB 9 (Second Called Session), which imposes several requirements for instruction on the prevention of child abuse, family violence, dating violence, and sex trafficking, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

#### **EHB(LOCAL)                      CURRICULUM DESIGN: SPECIAL PROGRAMS**

This policy requiring the district to provide regular training opportunities for teachers of students with dyslexia is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

**Please note:** This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

# Explanatory Notes

## TASB Localized Policy Manual Update 119

### Tornillo ISD

#### **EHBAA(LOCAL) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY**

This policy requiring the district to ensure that a student who is transitioning from early childhood intervention (ECI) has an individualized education program (IEP) developed and implemented by the child's third birthday is recommended to meet TEA policy requirements for the ongoing TEA special education [cyclical monitoring reviews](#).

**Please note:** This policy will need to be adopted by the board and linked to the [Legal Framework](#) by the August 31, 2022, deadline. See TEA's FAQ on [Special Education Operating Procedures](#).

#### **EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS**

HB 1525 (Regular Session) removed the statutory requirement for a district to annually certify to the commissioner of education that the district's gifted and talented program is consistent with the Texas State Plan for the Education of Gifted/Talented Students. We recommend deletion of the corresponding local policy provision.

#### **EIF(LOCAL) ACADEMIC ACHIEVEMENT: GRADUATION**

Revised Administrative Code rules require a board policy to address the methods by which a student can confirm completion and submission of a financial aid application to meet graduation requirements. The recommended text aligns with TEA guidance and addresses methods for both the free application for federal financial aid (FAFSA) and the Texas application for state financial aid (TASFA). Please contact your policy consultant if you have questions or need additional edits to this policy.

Additional [TEA guidance](#) on this topic is available.

The [Regulations Resource Manual](#) includes sample procedures on this topic, and the *Legal Issues in Update 119* memo describes common legal concerns and best practices specific to [this policy topic](#).

#### **FFBA(LOCAL) CRISIS INTERVENTION: TRAUMA-INFORMED CARE**

SB 1267 (Regular Session) requires training in trauma-informed care to be provided in accordance with the board's professional development policy. Therefore, at Training, a reference has been added to the district's professional development plan. See DMA(LOCAL), above, for more information.

SB 1267 also repealed the requirement for a district to annually report to TEA the number of employees who participated in trauma-informed care training. We recommend deleting the local policy provision.

#### **FFH(LOCAL) STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION**

To meet new board policy requirements from SB 9 (Second Called Session), we recommend text at Notice to Parents, which requires the district, upon receipt of a report of dating violence, to immediately notify the parent of the student identified as the alleged victim or perpetrator.

District policy must also include reporting procedures and guidelines for students who are victims of dating violence and include a clear statement that dating violence is not tolerated at school. No changes to your district's policy are recommended regarding these elements based on the district's existing policy provisions, which include reporting procedures and a statement of nondiscrimination that specifically prohibits dating violence.

Additional revisions are recommended to clarify the definition of prohibited conduct and the district's response to such conduct.

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 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.

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

**Human Sexuality  
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the District's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on  
Prevention of Child  
Abuse, Family  
Violence, Dating  
Violence, and Sex  
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

<b>Referral</b>	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.
<b>Identification Criteria</b>	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.
<b>Assessments</b>	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.
<b>Selection</b>	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.
<b>Notification</b>	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.

<b>Reassessment</b>	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.
<b>Transfer Students</b>	<p>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.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
<b>Furloughs</b>	<p>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.</p> <p>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.</p>
<b>Exit Provisions</b>	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.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	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.

<b>Course Requirements</b>	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
<b>Foundation Program</b>	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires completion of 4 credits in addition to the number mandated by the state for graduation under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires completion of 2 credits in addition to the number mandated by the state for graduation under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires completion of 2 credits in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.
<b>No Fine Arts Substitutions</b>	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
<b>Physical Education Substitutions</b> Activities and Courses	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
No Private or Commercial Programs	The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]
<b>Financial Aid Application Confirmation</b>	As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following: <ol style="list-style-type: none"><li>1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;</li><li>2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;</li><li>3. A copy or screenshot of the FAFSA acknowledgment page;</li><li>4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);</li></ol>

5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law and the Board-approved District professional development plan. The District improvement plan shall specify required training for any other District employees as applicable.

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**Note:** This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Prohibited Conduct** In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Statement of Nondiscrimination** The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

**Harassment** Harassment of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student’s academic performance; or
3. Otherwise adversely affects the student’s educational opportunities.

Harassment includes dating violence as defined by law and this policy.

**Examples** Examples of prohibited harassment may include offensive or derogatory language directed at another person’s religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name call-

ing, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual Harassment**

As required by law, the District shall follow the procedures below at Response to Title IX Sexual Harassment upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment in an education program or activity and against a person in the United States under Title IX. [See FFH(LEGAL)]

**Other Sexual Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or

3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.

**Dating Violence**

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.

For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.

**Reporting  
Procedures**

Student Report

Any student who believes that he or she has experienced prohibited conduct and any person who believes that a student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.

Employee Report

Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

Definition of District  
Officials

For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.

*Title IX  
Coordinator*

Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]

*ADA /  
Section 504  
Coordinator*

Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]

*Superintendent*

The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

**Alternative  
Reporting  
Procedures**

An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX

coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.

A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.

**Timely Reporting**

To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.

**Notice to Parents**

The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult. [For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]

When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.

**Investigation of Reports Other Than Title IX**

The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to Title IX Sexual Harassment.

The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.

**Initial Assessment**

Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.

If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.

**Interim Action**

If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.

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(LOCAL)

District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p> <p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of</p>

	areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, harassment, and retaliation.
<i>Bullying</i>	If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.
<i>Improper Conduct</i>	If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.
Confidentiality	To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.
Appeal	A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent has the right to file a complaint with the United States Department of Education Office for Civil Rights.
<b>Response to Title IX Sexual Harassment</b>	For purposes of the District's response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).
General Response	<p>When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:</p> <ul style="list-style-type: none"><li>• Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;</li><li>• Consider the complainant's wishes with respect to supportive measures; and</li><li>• Explain to the complainant the option and process for filing a formal complaint.</li></ul> <p>The District's response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.</p>

If a formal complaint is not filed or dismissed, the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.

Title IX Formal  
Complaint Process

To distinguish the process described below from the District's general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District's "Title IX formal complaint process."

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District's website. In compliance with Title IX regulations, the District's Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;
3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a

dismissal of a Title IX formal complaint or any allegations therein;

9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

**Standard of Evidence**

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student who refuses to participate in any manner in an investigation under Title IX. In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.

**Examples**

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and  
Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.



## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

- Policies being recommended for revision (annotated)
- New policies (not annotated)
- Policies recommended for deletion (annotated in PDF; not shown in Word)

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue, bold font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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**Note:** While the annotation software competently identifies simple changes, large or complicated changes—as in an extensive rewrite—may be more difficult to follow. In addition, TASB's recent changes to the policy templates to facilitate accessibility sometimes makes formatting changes appear tracked, even though the text remains the same.

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For further assistance in understanding policy changes, please refer to the explanatory notes in your Localized Policy Manual update packet or contact your policy consultant.

<b>Contact:</b>	<b>School Districts and Education Service Centers</b>	<b>Community Colleges</b>
	<a href="mailto:policy.service@tasb.org">policy.service@tasb.org</a>	<a href="mailto:colleges@tasb.org">colleges@tasb.org</a>
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:

- Records ~~administrator~~ **Administrator**, as prescribed by Local Government Code 176.001 and 176.~~0065.007~~ [See BBFA ~~and CHE~~]
- Officer for ~~public information~~ **Public Information**, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public ~~information coordinator~~ **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~~ **Superintendent** 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.

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

**Human Sexuality  
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the ~~District's~~ district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

**Instruction on  
Prevention of Child  
Abuse, Family  
Violence, Dating  
Violence, and Sex  
Trafficking**

The following process shall apply regarding the adoption of curriculum materials for the District's instruction relating to the prevention of child abuse, family violence, dating violence, and sex trafficking:

1. The Board shall adopt a resolution convening the District's SHAC to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

When a student transitions from early childhood intervention (ECI) to early childhood special education (ECSE) services, the District shall develop and implement an individualized education program (IEP) by the child's third birthday.

<b>Referral</b>	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.
<b>Identification Criteria</b>	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.
<b>Assessments</b>	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.
<b>Selection</b>	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.
<b>Notification</b>	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.

<b>Reassessment</b>	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.
<b>Transfer Students</b>	<p>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.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
<b>Furloughs</b>	<p>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.</p> <p>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.</p>
<b>Exit Provisions</b>	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.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the selection committee regarding selection for or exit from the gifted and talented program. Appeals shall be made first to the selection committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	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.

~~The District shall annually report to the Texas Education Agency (TEA) regarding funding used to implement the District's gifted and talented program. The District shall annually certify to TEA:~~

- ~~1. The establishment of a gifted and talented program by the District; and~~
- ~~2. That the District's program is consistent with 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.

<b>Course Requirements</b>	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
<b>Foundation Program</b>	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires completion of 4 credits in addition to the number mandated by the state for graduation under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires completion of 2 credits in addition to the number mandated by the state for graduation under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires completion of 2 credits in addition to the number mandated by the state for graduation under the foundation program with the distinguished level of achievement.
<b>No Fine Arts Substitutions</b>	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
<b>Physical Education Substitutions</b> Activities and Courses	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
No Private or Commercial Programs	The District shall not award state graduation credit in physical education for private or commercially sponsored physical activity programs conducted either on or off campus. [See also EHAC]
<b>Financial Aid Application Confirmation</b>	<p>As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:</p> <ol style="list-style-type: none"><li>1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;</li><li>2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;</li><li>3. A copy or screenshot of the FAFSA acknowledgment page;</li><li>4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);</li></ol>

5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

**Trauma-Informed  
Care Program**

The District's trauma-informed care program, as included in the District improvement plan, shall provide for the integration of trauma-informed care practices in the school environment, including increasing staff and parent awareness of trauma-informed care, implementation of trauma-informed practices and care by District and campus staff, and providing information about available counseling options for students affected by trauma or grief.

Training

The District shall provide training in trauma-informed care to District educators as required by law [and the Board-approved District professional development plan](#). The District improvement plan shall specify required training for any other District employees as applicable.

Annual Report

~~The District shall provide an annual report to the Texas Education Agency on the number of employees who have participated in trauma-informed care training.~~

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**Note:** This policy addresses discrimination, including harassment, and retaliation against District students. For provisions regarding discrimination, including harassment, and retaliation against District employees, see DIA. For reporting requirements related to child abuse and neglect, see FFG. Note that FFH shall be used in conjunction with FFI (bullying) for certain prohibited conduct.

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**Statement of  
Nondiscrimination**

~~The District prohibits discrimination, including harassment, against any student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. The District prohibits dating violence, as defined by this policy. Retaliation against anyone involved in the complaint process is a violation of District policy and is prohibited.~~

**Discrimination**

~~Discrimination against a student is defined as conduct directed at a student on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, that adversely affects the student.~~

**Prohibited Conduct**

In this policy, the term “prohibited conduct” includes discrimination, harassment, dating violence, and retaliation as defined by this policy, even if the behavior does not rise to the level of unlawful conduct.

Prohibited conduct also includes sexual harassment as defined by Title IX. [See FFH(LEGAL)]

**Prohibited  
Harassment  
Prohibited  
harassment**  
**Statement  
of  
Nondiscrimination**

The District prohibits discrimination, including harassment, against any student. Discrimination is defined as treating a student or group of students differently from similarly situated students on the basis of race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. One type of harassment this policy prohibits is dating violence, as defined below. Retaliation against anyone exercising their rights under this policy is a violation of District policy and is prohibited.

**Harassment**

**Harassment** of a student is defined as physical, verbal, or nonverbal conduct based on the student’s race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law, when the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student’s ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;

2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

**Harassment** ~~Prohibited harassment~~ includes dating violence as defined by law and this policy.

Examples

Examples of prohibited harassment may include offensive or derogatory language directed at another person's religious beliefs or practices, accent, skin color, or need for accommodation; threatening, intimidating, or humiliating conduct; offensive jokes, name calling, slurs, or rumors; cyberharassment; physical aggression or assault; display of graffiti or printed material promoting racial, ethnic, or other negative stereotypes; or other kinds of aggressive conduct such as theft or damage to property.

**Title IX Sexual  
Based Harassment**

As required by law, the District shall follow the procedures below at Response to **Title IX Sexual Harassment**—~~Title IX~~ upon a report of sex-based harassment, including sexual harassment, gender-based harassment, and dating violence, when such allegations, if proved, would meet the definition of sexual harassment **in an education program or activity and against a person in the United States** under Title IX. [See FFH(LEGAL)]

**Other Sexual  
Harassment**

By an Employee

Sexual harassment of a student by a District employee includes both welcome and unwelcome sexual advances; requests for sexual favors; sexually motivated physical, verbal, or nonverbal conduct; or other conduct or communication of a sexual nature when:

1. A District employee causes the student to believe that the student must submit to the conduct in order to participate in a school program or activity, or that the employee will make an educational decision based on whether or not the student submits to the conduct; or
2. The conduct is so severe, persistent, or pervasive that it:
  - a. Affects the student's ability to participate in or benefit from an educational program or activity, or otherwise adversely affects the student's educational opportunities; or
  - b. Creates an intimidating, threatening, hostile, or abusive educational environment.

Romantic or other inappropriate social relationships between students and District employees are prohibited. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See DH]

By Others

Sexual harassment of a student, including harassment committed by another student, includes unwelcome sexual advances; requests for sexual favors; or sexually motivated physical, verbal, or nonverbal conduct when the conduct is so severe, persistent, or pervasive that it:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples

Examples of sexual harassment of a student may include sexual advances; touching intimate body parts or coercing physical contact that is sexual in nature; jokes or conversations of a sexual nature; and other sexually motivated conduct, contact, or communications, including electronic communication.

Necessary or permissible physical contact such as assisting a child by taking the child's hand, comforting a child with a hug, or other physical contact not reasonably construed as sexual in nature is not sexual harassment.

**Gender-Based Harassment**

Gender-based harassment includes physical, verbal, or nonverbal conduct based on the student's gender, the student's expression of characteristics perceived as stereotypical for the student's gender, or the student's failure to conform to stereotypical notions of masculinity or femininity. For purposes of this policy, gender-based harassment is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:

1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;
2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or
3. Otherwise adversely affects the student's educational opportunities.

Examples	Examples of gender-based harassment directed against a student, regardless of the student's or the harasser's actual or perceived sexual orientation or gender identity, may include offensive jokes, name-calling, slurs, or rumors; cyberharassment; physical aggression or assault; threatening or intimidating conduct; or other kinds of aggressive conduct such as theft or damage to property.
<b>Dating Violence</b>	Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control the other person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense.  For purposes of this policy, dating violence is considered prohibited harassment if the conduct is so severe, persistent, or pervasive that the conduct:  <ol style="list-style-type: none"><li>1. Affects a student's ability to participate in or benefit from an educational program or activity, or creates an intimidating, threatening, hostile, or offensive educational environment;</li><li>2. Has the purpose or effect of substantially or unreasonably interfering with the student's academic performance; or</li><li>3. Otherwise adversely affects the student's educational opportunities.</li></ol>
Examples	Examples of dating violence against a student may include physical or sexual assaults; name-calling; put-downs; or threats directed at the student, the student's family members, or members of the student's household. Additional examples may include destroying property belonging to the student, threatening to commit suicide or homicide if the student ends the relationship, attempting to isolate the student from friends and family, stalking, threatening a student's spouse or current dating partner, or encouraging others to engage in these behaviors.
<b>Reporting Procedures</b>	Any student who believes that he or she has experienced prohibited conduct <del>and any person who</del> believes that <del>a</del> another student has experienced prohibited conduct should immediately report the alleged acts to a teacher, school counselor, principal, other District employee, or the appropriate District official listed in this policy.
Student Report	
Employee Report	Any District employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct shall immediately notify the appropriate District official listed in this policy and take any other steps required by this policy.

STUDENT WELFARE  
FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

FFH  
(LOCAL)

Definition of District Officials	For the purposes of this policy, District officials are the Title IX coordinator, the ADA/Section 504 coordinator, and the Superintendent.
<i>Title IX Coordinator</i>	Reports of discrimination based on sex, including sexual harassment, gender-based harassment, or dating violence, may be directed to the designated Title IX coordinator for students. [See FFH(EXHIBIT)]
<i>ADA / Section 504 Coordinator</i>	Reports of discrimination based on disability may be directed to the designated ADA/Section 504 coordinator for students. [See FFH(EXHIBIT)]
<i>Superintendent</i>	The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.
<b>Alternative Reporting Procedures</b>	<p>An individual shall not be required to report prohibited conduct to the person alleged to have committed the conduct. Reports concerning prohibited conduct, including reports against the Title IX coordinator or ADA/Section 504 coordinator, may be directed to the Superintendent.</p> <p>A report against the Superintendent may be made directly to the Board. If a report is made directly to the Board, the Board shall appoint an appropriate person to conduct an investigation.</p>
<b>Timely Reporting</b>	To ensure the District's prompt investigation, reports of prohibited conduct shall be made as soon as possible after the alleged act or knowledge of the alleged act.
<b>Notice to Parents</b>	<p>The District official or designee shall promptly notify the parents of any student alleged to have experienced prohibited conduct by a District employee or another adult.</p> <p>[For parental notification requirements regarding an allegation of educator misconduct with a student, see FFF.]</p> <p>When the District receives a report of prohibited conduct that includes dating violence, the appropriate District official shall immediately notify the parent or guardian of the student who has been identified in the report as the alleged victim or perpetrator.</p>
<b>Investigation of Reports Other Than Title IX</b>	The following procedures apply to all allegations of prohibited conduct other than allegations of harassment prohibited by Title IX. [See FFH(LEGAL)] For allegations of sex-based harassment that, if proved, would meet the definition of sexual harassment under Title IX, including sexual harassment, gender-based harassment, and dating violence, see the procedures below at Response to <a href="#">Title IX Sexual Harassment—Title IX</a> .

	<p>The District may request, but shall not require, a written report. If a report is made orally, the District official shall reduce the report to written form.</p>
Initial Assessment	<p>Upon receipt or notice of a report, the District official shall determine whether the allegations, if proved, would constitute prohibited conduct as defined by this policy. If so, the District shall immediately undertake an investigation, except as provided below at Criminal Investigation.</p> <p>If the District official determines that the allegations, if proved, would not constitute prohibited conduct as defined by this policy, the District official shall refer the complaint for consideration under FFI.</p>
Interim Action	<p>If appropriate and regardless of whether a criminal or regulatory investigation regarding the alleged conduct is pending, the District shall promptly take interim action calculated to address prohibited conduct or bullying prior to the completion of the District's investigation.</p>
District Investigation	<p>The investigation may be conducted by the District official or a designee, such as the principal, or by a third party designated by the District, such as an attorney. When appropriate, the principal shall be involved in or informed of the investigation.</p> <p>The investigation may consist of personal interviews with the person making the report, the person against whom the report is filed, and others with knowledge of the circumstances surrounding the allegations. The investigation may also include analysis of other information or documents related to the allegations.</p>
Criminal Investigation	<p>If a law enforcement or regulatory agency notifies the District that a criminal or regulatory investigation has been initiated, the District shall confer with the agency to determine if the District investigation would impede the criminal or regulatory investigation. The District shall proceed with its investigation only to the extent that it does not impede the ongoing criminal or regulatory investigation. After the law enforcement or regulatory agency has finished gathering its evidence, the District shall promptly resume its investigation.</p>
Concluding the Investigation	<p>Absent extenuating circumstances, such as a request by a law enforcement or regulatory agency for the District to delay its investigation, the investigation should be completed within ten District business days from the date of the report; however, the investigator shall take additional time if necessary to complete a thorough investigation.</p>

	<p>The investigator shall prepare a written report of the investigation. The report shall include a determination of whether prohibited conduct or bullying occurred. The report shall be filed with the District official overseeing the investigation.</p>
<i>Notification of Outcome</i>	<p>Notification of the outcome of the investigation shall be provided to both parties in compliance with FERPA.</p>
District Action <i>Prohibited Conduct</i>	<p>If the results of an investigation indicate that prohibited conduct occurred, the District shall promptly respond by taking appropriate disciplinary action in accordance with the Student Code of Conduct and may take corrective action reasonably calculated to address the conduct.</p>
Corrective Action	<p>Examples of corrective action may include a training program for those involved in the report, a comprehensive education program for the school community, counseling to the victim and the student who engaged in prohibited conduct, follow-up inquiries to determine if any new incidents or any instances of retaliation have occurred, involving parents and students in efforts to identify problems and improve the school climate, increasing staff monitoring of areas where prohibited conduct has occurred, and reaffirming the District's policy against discrimination, <del>and</del> harassment, <del>and</del> retaliation.</p>
<i>Bullying</i>	<p>If the results of an investigation indicate that bullying occurred, as defined by FFI, the District official shall refer to FFI for appropriate notice to parents and District action. The District official shall refer to FDB for transfer provisions.</p>
<i>Improper Conduct</i>	<p>If the investigation reveals improper conduct that did not rise to the level of prohibited conduct or bullying, the District may take disciplinary action in accordance with the Student Code of Conduct or other corrective action reasonably calculated to address the conduct.</p>
Confidentiality	<p>To the greatest extent possible, the District shall respect the privacy of the complainant, persons against whom a report is filed, and witnesses. Limited disclosures may be necessary in order to conduct a thorough investigation and comply with applicable law.</p>
Appeal	<p>A student or parent who is dissatisfied with the outcome of the investigation may appeal through FNG(LOCAL), beginning at the appropriate level. A student or parent <del>has the</del> <del>shall be informed of his or her</del> right to file a complaint with the United States Department of Education Office for Civil Rights.</p>

**Response to Title IX  
Sexual Harassment–  
Title IX**

General Response

For purposes of the District’s response to reports of harassment prohibited by Title IX, definitions can be found in FFH(LEGAL).

When the District receives notice or an allegation of conduct that, if proved, would meet the definition of sexual harassment under Title IX, the Title IX coordinator shall promptly contact the complainant to:

- Discuss the availability of supportive measures and inform the complainant that they are available, with or without the filing of a formal complaint;
- Consider the complainant’s wishes with respect to supportive measures; and
- Explain to the complainant the option and process for filing a formal complaint.

The District’s response to sexual harassment shall treat complainants and respondents equitably by offering supportive measures to both parties, as appropriate, and by following the Title IX formal complaint process before imposing disciplinary sanctions or other actions that are not supportive measures against a respondent.

If a formal complaint is not filed [or dismissed](#), the District reserves the right to investigate and respond to prohibited conduct in accordance with Board policies and the Student Code of Conduct. [The Title IX coordinator also reserves the right to sign a formal complaint, initiating the Title IX grievance process, if it would be deliberately indifferent not to investigate and respond to the prohibited conduct in accordance with Board policies and the Student Code of Conduct.](#)

Title IX Formal  
Complaint Process

To distinguish the process described below from the District’s general grievance policies [see DGBA, FNG, and GF], this policy refers to the grievance process required by Title IX regulations for responding to formal complaints of sexual harassment as the District’s “Title IX formal complaint process.”

The Superintendent shall ensure the development of a Title IX formal complaint process that complies with legal requirements. [See FFH(LEGAL)] The formal complaint process shall be posted on the District’s website. In compliance with Title IX regulations, the District’s Title IX formal complaint process shall address the following basic requirements:

1. Equitable treatment of complainants and respondents;
2. An objective evaluation of all relevant evidence;

3. A requirement that the Title IX coordinator, investigator, decision-maker, or any person designated to facilitate an informal resolution process not have a conflict of interest or bias;
4. A presumption that the respondent is not responsible for the alleged sexual harassment until a determination is made at the conclusion of the Title IX formal complaint process;
5. Time frames that provide for a reasonably prompt conclusion of the Title IX formal complaint process, including time frames for appeals and any informal resolution process, and that allow for temporary delays or the limited extension of time frames with good cause and written notice as required by law;
6. A description of the possible disciplinary sanctions and remedies that may be implemented following a determination of responsibility for the alleged sexual harassment;
7. A statement of the standard of evidence to be used to determine responsibility for all Title IX formal complaints of sexual harassment;
8. Procedures and permissible bases for the complainant and respondent to appeal a determination of responsibility or a dismissal of a Title IX formal complaint or any allegations therein;
9. A description of the supportive measures available to the complainant and respondent;
10. A prohibition on using or seeking information protected under a legally recognized privilege unless the individual holding the privilege has waived the privilege;
11. Additional formal complaint procedures in 34 C.F.R. 106.45(b), including written notice of a formal complaint, consolidation of formal complaints, recordkeeping, and investigation procedures; and
12. Other local procedures as determined by the Superintendent.

Standard of  
Evidence

The standard of evidence used to determine responsibility in a Title IX formal complaint of sexual harassment shall be the preponderance of the evidence.

**Retaliation**

The District prohibits retaliation by a student or District employee against a student alleged to have experienced discrimination or harassment, including dating violence, or another student who, in good faith, makes a report of harassment or discrimination, files a complaint of harassment or discrimination, serves as a witness, or participates in an investigation. The definition of prohibited retaliation under this policy also includes retaliation against a student

who refuses to participate in any manner in an investigation under Title IX. [In the absence of a formal complaint, allegations of retaliation shall be investigated under Investigation of Reports Other Than Title IX, above.](#)

**Examples**

Examples of retaliation may include threats, intimidation, coercion, rumor spreading, ostracism, assault, destruction of property, unjustified punishments, or unwarranted grade reductions. Unlawful retaliation does not include petty slights or annoyances.

**False Claim**

A student who intentionally makes a false claim or offers false statements in a District investigation regarding discrimination or harassment, including dating violence, shall be subject to appropriate disciplinary action in accordance with law.

**Records Retention**

The District shall retain copies of allegations, investigation reports, and related records regarding any prohibited conduct in accordance with the District's records control schedules, but for no less than the minimum amount of time required by law. [See CPC]

[For Title IX recordkeeping and retention provisions, see FFH(LEGAL) and the District's Title IX formal complaint process.]

**Access to Policy and Procedures**

Information regarding this policy and any accompanying procedures shall be distributed annually in the employee and student handbooks. Copies of the policy and procedures shall be posted on the District's website, to the extent practicable, and readily available at each campus and the District's administrative offices.

***Special Education Department***

19200 Cobb Avenue

PO Box 170

Tornillo, TX 79853

Phone 915.765.3041

Fax 915.765.3099

# MEMORANDUM

TO: BOARD OF TRUSTEES  
FROM: TORNILLO INDEPENDENT SCHOOL DISTRICT SPECIAL EDUCATION DEPARTMENT  
SUBJECT: CONTRACTS FOR PROVIDERS OF SPECIAL EDUCATION RELATED SERVICES AND ATTORNEY RETAINMENT  
DATE: 08/17/2022

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**HISTORY:**

Tornillo ISD utilizes contracted professionals to provide certain special education services and therapy to students receiving special education services. These areas include attorney services and consultation, Occupational Therapy, Physical Therapy, In-Home/Parent Training, AI Teacher, VI Teacher, Diagnosticians, Adapted PE Coach, and Licensed Specialist in School Psychology.

**RATIONALE:**

The use of contracted service providers allows Tornillo ISD to provide the needed and required special education and related services to students as part of their Individual Education Plan (IEP) that result in a Free Appropriate Public Education in a cost-effective manner. Each student receives an IEP that is reasonably calculated by the Admission, Review and Dismissal Committee (ARD) and must be implemented in order to meet the federal requirements for eligible students. The full implementation of the IEP will allow the special education student to progress through the general curriculum. The number of special education students that require these services in the Tornillo ISD does not justify the employment for full time service providers in these areas.

**BUDGET IMPACT:**

All special education contracted services are currently paid through IDEA-B federal funds (224) and local funds (199). The amounts paid are based on student needs and service times in the individual student's IEP as well as any needed evaluations or re-evaluations needed.

**ADMINISTRATIVE RECOMMENDATION:**

At this time, the Administration is recommending that the following Special Education Professional Service Contracts for the 2022-2023 school year be approved:

1. Occupational Therapist
2. Physical Therapy
3. Attorney services and retainment
4. AI Teacher for the Hearing Impaired
5. VI Teacher for the Visually Impaired
6. Adapted PE Coach
7. Licensed Specialist in School Psychology
8. Licensed Diagnostician services

**Vision:** Believe we can succeed, with pride we will achieve.

**Mission:** The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.



**WALSH GALLEGOS**  
TREVIÑO KYLE & ROBINSON P.C.

August 3, 2022

Ms. Rosy Vega-Barrio  
Superintendent  
Tornillo ISD  
P.O. Box 170  
Tornillo, Texas 79853

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Ms. Vega-Barrio:

It is our privilege to serve Tornillo Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on September 1, 2022, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 9/1/2022 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just \$1,000.00 per year:

- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos*,"
- A free subscription to our monthly special education newsletter "*This Just In*," and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Tornillo Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local) which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 232-9469.

Sincerely,

A handwritten signature in black ink, appearing to read "Eric G. Rodriguez", written in a cursive style.

Eric G. Rodriguez

EGR/glo  
Enclosures

cc: Ms. Marlene Bullard, Board President  
Ms. Georgina Miramontes, SPED/504 Coordinator Diagnostician



**WALSH GALLEGOS**  
TREVINO KYLE & ROBINSON P.C.

**LEGAL SERVICES RETAINER AGREEMENT  
FOR TORNILLO INDEPENDENT SCHOOL DISTRICT**

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The Tornillo Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Treviño Kyle & Robinson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.
2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.
3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.
4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.
5. Retainer Term and Cost: There shall be a fee of \$1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.
6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it

does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.
8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.
9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.
10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.
11. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

TORNILLO INDEPENDENT SCHOOL DISTRICT

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

(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

WALSH GALLEGOS TREVIÑO KYLE & ROBINSON P.C.

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

Joe A. De Los Santos  
Managing Shareholder

8/1/2022

(Date)

## **THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM**

*The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.*

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

### **I. OUR LEGAL SYSTEM**

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

### **II. LAWYER TO CLIENT**

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

### III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

#### IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.



**WALSH GALLEGOS**  
TREVIÑO KYLE & ROBINSON P.C.

## **Program for EFT/ACH Payments**

Walsh Gallegos Trevino Kyle & Robinson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to [WA-EFT@wabsa.com](mailto:WA-EFT@wabsa.com) or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.



**FEE SCHEDULE AS OF JULY 16, 2022**  
**LEGAL SERVICES RETAINER AGREEMENT**

**For Retainer Program Clients**

Annual retainer fee is \$1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$315/hour for associates licensed over two years, or \$335/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

**For Non-retainer Program Clients**

An hourly rate of \$250/hour for associates licensed less than one year, \$275/hour for associates licensed one to two years, \$335/hour for associates licensed over two years, or \$355/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

**The above rates are subject to change at any time.**



## **BENEFITS OF THE RETAINER PROGRAM**

- 1. FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a \$3,047.00 value in telephone calls alone!

As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

- Austin (800) 252-3405
- San Antonio (800) 232-9169
- Irving (800) 231-4207
- Houston (888) 565-6864
- Rio Grande Valley (866) 770-6864
- Amarillo (800) 622-6864
- Albuquerque (800) 771-6864

- 2. REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

- 3. FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

(1) the informative bi-monthly newsletter "*Time Out with Walsh Gallegos*" that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and

(2) the monthly publication "*This Just In*" which addresses legal issues specific to the special needs of students with disabilities

- 4. E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or

trustees you designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- New Rules for Public Comment
- New Legislation Regarding PIA Requests and Retention of Information
- Thinking of alternatives to TRS-ActiveCare for your District's employees?
- Planning Ahead for FEMA
- Potential Forms of COVID-19 Related District Funding
- Best Practices on Addressing and Preventing Cyberbullying in a Time of COVID-19 Closures
- Staying Current With FERPA As Virtual Instruction Expands
- Final Title IX Sexual Harassment Regulations Released
- Graduation Ceremonies During the Pandemic
- The Digital Millennium Copyright Act, Copyright Infringement, & Your School District
- Time Flies! Has Your District Completed the Required Cybersecurity Training Yet?

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.
6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:
  - Interactive Student Code of Conduct
  - Discipline Guide for DAEP & Expulsion
  - Administrator's Anti-Bullying Toolkit
  - Sexual Harassment Investigation Guide
  - Operating Guidelines for Cameras in Special Education Settings
7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.



TORNILLO ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

Name	Title	Email Address
Ms. Rosy Vega-Barrio	Superintendent	Superintendent@tisd.us
Ms. Marlene Bullard	Board President	marlene@tisd.us
Ms. Georgina Miramontes	SPED/504 Coordinator Diagnostician	MiramontesG@tisd.us
Mr. Luis Guerra	Finance-Executive Director	guerral@tisd.us
Mrs. Nadia De La Rosa	Principal	delarosan@tisd.us
Mrs. Myrna Patti-Lopez	Principal	lopezmy@tisd.us
Mr. Marco Tristan	Principal	tristanm@tisd.us
Ms. Anna Brew	Special Education Clerk	brewa@tisd.us

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX  
(512) 467-9318

VIA MAIL  
Client Services  
Walsh Gallegos  
P.O. Box 2156  
Austin, TX 78768

VIA E-MAIL  
[info@wabsa.com](mailto:info@wabsa.com)

# CERTIFICATE OF INTERESTED PARTIES

FORM **1295**

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
CERTIFICATION OF FILING**

Certificate Number:  
2022-908257

Date Filed:  
07/08/2022

Date Acknowledged:

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**  
Walsh Gallegos Treviño Kyle & Robinson P.C., or just Walsh Gallegos  
Austin, TX United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**  
Tornillo Independent School District

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**  
28264  
Legal Services Retainer Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Walsh, Jim	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Trevino, Oscar	Austin, TX United States	X	
	Kyle, Paige	Austin, TX United States	X	

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is Diana Stangl, and my date of birth is 9/29/1957.

My address is 2603 Tip Cove, Austin, TX, 78704, USA.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 8th day of July, 2022.  
(month) (year)

**Diana Stangl - Firm Administrator**

Signature of authorized agent of contracting business entity  
(Declarant)



**Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Alyssa Frausto whose contract number is 12027 (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2022 and ending August 31, 2023, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$800 for Student Evaluations and a maximum of \$200.00 per ARD for any other related service provided** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All



payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
  
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
  
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
  
7. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.



10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



**DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

The contract is effective upon by the sub grantee of the NOGA from the awarding agency.  
AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

*Alyssa Zavala*

\_\_\_\_\_  
(Contractor)

AGREED and ACCEPTED on behalf of District this 21 day of July, by a person authorized to bind School District.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



**Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Ann Morales whose contract number is 12018 (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2022 and ending August 31, 2023, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP. Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$500.00 for Student Evaluations and a maximum of \$200.00 per ARD for any other related service provided** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
  
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
  
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
  
7. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( % ) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.



**DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

The contract is effective upon by the sub grantee of the NOGA from the awarding agency.  
AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

*Arin J. Morales*  
(Contractor)

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Date



**Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853**

**PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Araceli Muro whose contract number is 12026 (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2022 and ending August 31, 2023, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$800 for Student Evaluations and a maximum of \$200.00 per ARD for any other related service provided** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All



payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

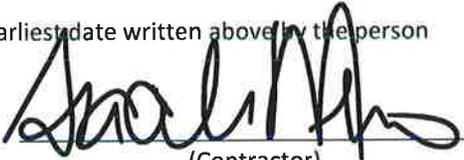


10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**



AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

  
(Contractor)

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_

Superintendent

\_\_\_\_\_

Date



**Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853**

### **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Rio Grande Therapy Group** whose contract number is **12024** (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2022** and ending **August 31, 2023**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$400 for Student Evaluations and a maximum of \$85.00 per ARD for any other related service provided** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All



payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( \_\_\_ %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
  
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
  
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
  
7. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.



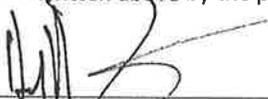
10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



**DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

The contract is effective upon by the sub grantee of the NOGA from the awarding agency.  
AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

  
\_\_\_\_\_  
(Contractor)

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



**Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853**

### **PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Villa Children's Therapy whose contract number is 12022 (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2022 and ending August 31, 2023, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of \$150 for Student Evaluations, a maximum of \$50.00 per ARD for any other related service provided, and \$80 per hour for therapy visit and paperwork for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary. The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be submitted in proper form. All



payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
  
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
  
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
  
7. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.



10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



**DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.**

The contract is effective upon by the sub grantee of the NOGA from the awarding agency.  
AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

  
\_\_\_\_\_  
(Contractor)

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



Tornillo Independent School District  
Special Education Department  
19200 Cobb Ave.  
Tornillo, TX 79853

## PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and xSPEDite whose contract number is 12020 (hereinafter the "Contractor").

**WHEREAS**, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2022 and ending August 31, 2023, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

**Description of Services:**

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of \$510 for Student Evaluations and a maximum of \$82.00 per ARD for any other related service provided, also a previously agreed upon one time 30 minute charge for travel for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary. The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case



by case basis. All documentation must be submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to \_\_\_\_\_ percent ( \_\_\_ %) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

**THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.



4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.
  
5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
  
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
  
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
  
7. Criminal History Review. If required by the District, TEA, or SBEC, you agree to submit to a review of state or national criminal history record information.



8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

In the event of a termination of this Agreement, the District shall pay Contractor an amount equal to the value of the Services rendered to the District by the Contractor as of the date of such termination.

9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.



10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.
11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.
12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.
13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.
14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.
15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

**NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR**



DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

*Lozano R. Franco*  
(Contractor)

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3026  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



August 2, 2022

Luis Guerra

Tornillo ISD

Dear Luis Guerra,

You count on a strong risk management and coverage provider to support managing operations and risk at your organization. Thank you for trusting the TASB Risk Management Fund to be that partner. The Fund's partnership with its more than 1,000 members has provided stability and financial strength for nearly five decades.

- **Strength in Sharing:** The Fund is the largest school risk-sharing pool in Texas and is led by Fund member school board trustees and administrators. The Board ensures the Fund remains financially strong and provides stability and responsiveness for all Fund members.
- **Financial Security:** With more than \$200 million in Members' Equity, the Fund has the financial strength to manage claims and respond to the impact of changing environments for members.
- **Responsive Service:** The Fund offers specialized coverage and services to meet Texas public schools' unique needs and exposures.

**We are pleased to provide you with a renewal proposal for the 2022–23 coverage term.** This year's renewal proposals reflect the Fund's efforts to respond to the evolving exposures and risks faced by its members. Your proposal reflects the Fund programs in which your organization participates. The following are highlights of key program changes for 2022-23:

- **Property** coverage costs continue to be driven by severe weather and increased building values. The Fund's Board of Trustees authorized use of Members' Equity to help limit the impact of cost increases for Fund members this year. Members will receive renewal options with higher weather deductibles to further reduce costs. Small and mid-size members will also have options to lower weather deductibles.
- **Auto and School Liability** rates will remain level for most members with contribution changes based on loss history and exposures. **Auto Physical Damage** claims costs continue to increase as vehicles are more costly and complex to repair. These rates will increase moderately for most members.
- **Workers' Compensation** rates will remain stable with little to no increase. Contribution changes reflect normal payroll changes and loss history. Costs remain steady even though claims have returned to pre-pandemic levels.
- Improved cyber risk management practices are paramount for all organizations as ransomware attacks and other risks increase. The Fund continues to offer affordable **Privacy & Information Security** coverage to members and will continue to provide resources to help members improve cyber security controls.

- **Unemployment Compensation** coverage is effective October 1, 2022, for all members of that program. Renewals will be issued in August with member contributions decreasing by 5%, on average.

A summary of updates and clarifications to the Fund's Property and Liability coverage terms and agreements is included in this renewal proposal. Coverage agreements can also be accessed on the Fund's website. Workers' Compensation and Unemployment Compensation coverage is statutory.

Please carefully review all terms and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary and returning it by email to me or to [TASBRMF@tasbrmf.org](mailto:TASBRMF@tasbrmf.org). You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact.

**Please note, if you take no action, coverage will automatically renew under the terms of this renewal proposal. If Property coverage is included and you take no action, coverage will automatically renew at the lower weather deductible offered. If you want to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date.** If you are unsure of your plans to renew or have questions about the renewal proposal or any aspect of your Fund membership, please contact Jacqueline Spencer or any member of TASB's Underwriting and Marketing Division at 800.482.7276.

Thank you for your membership in the Fund. We look forward to our continued partnership in the coming year.

Sincerely,  
Jacqueline Spencer  
Risk Management Consultant  
Division of Underwriting & Marketing  
Texas Association of Schools Boards, Inc.

TASB Risk Management Fund  
12007 Research Blvd., Austin, Texas 78759-2439  
P.O. Box 301, Austin, Texas 78767-0301  
Toll-Free: 800.482.7276 | Austin area: 1 (512) 505-2834

CC:

## Tornillo ISD

### Contribution & Coverage Summary (CCS) Participation Period: 10/1/2022 through 9/30/2023

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on following pages and are part of this CCS. Please review all pages of this CCS document.

Coverage	Limit	Deductible	Contribution
<b>Unemployment Compensation</b>	Statutory	No Deductible	<b>\$13,819</b>
<b>Total Contribution</b>			<b>\$13,819</b>

***THIS IS NOT AN INVOICE.*** The TASB Risk Management Fund will issue an invoice when coverage is accepted by the Member. Total Contribution is an estimate and is subject to exposure audit.

## Tornillo ISD

### Unemployment Compensation Participation Period: 10/1/2022 through 9/30/2023 Total Contribution: \$13,819

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	<b>\$13,819</b>

### Unemployment Compensation Conditions

**Agreement:** This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member’s quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member’s participation in the Fund’s UC program for which the Fund paid benefits, are owed to the Fund. Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent Fund Member in its relations with TWC.

Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for Fund Member’s failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

**Contribution:** The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund’s overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member’s claims experience. The contribution is not adjustable during the coverage period due to changes in Fund Member’s wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member’s unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member’s annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member’s own claims.

**Assistance:** The Fund’s services include assistance to Fund Member with TWC hearings. Fund Member’s request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with Fund Member regarding claims subject to TWC administrative proceedings. The Fund’s assistance of Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.



## Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. If a Coordinator’s name and e-mail address are not listed or the Coordinator identified needs to be updated, please provide updated information to the Fund as soon as possible or include updates on this document.

### Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF- Unemployment Compensation	Luis Guerra	Director of Finance	guerral@tisd.us

### Program Coordinator Updates

Program	Name	Title	E-mail

If accepting this proposal electronically, you may scan and email this page to [tasbrmf@tasbrmf.org](mailto:tasbrmf@tasbrmf.org) to provide Program Coordinator updates.



## Contribution & Coverage Summary General Conditions

**Coverage:** Coverage terms and limits provided are as set out in this CCS and the Fund’s corresponding Coverage Agreements for this Participation Period.

**Claims Reporting:** Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, or this CCS.

**Definitions:** Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

**Payment:** The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund shall determine the contribution for each program and how each contribution is applied. Termination under this Agreement of any program shall not affect the remaining programs.

**Termination:** This CCS may be terminated by either party with termination to be effective on any successive renewal date by giving written notice to the other party no later than 30 days prior to automatic renewal in accordance with Termination provisions in the Interlocal Participation Agreement. If this CCS is not terminated, the renewal of the CCS becomes effective on the automatic renewal date and the member shall be bound by the terms of the renewal CCS.

### Fund Member Authorization:

I approve this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and that I have read and agree to this CCS and the Interlocal Participation Agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3050  
Fax 915.765.3099

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

2022 Workers' Compensation Insurance Proposal  
09/01/2022 – 09/01/2023

# Tornillo Independent School District



Phillip Briscoe  
Producer

Account Manager: Marcela Garcia, CISR  
Date Prepared: July 22, 2022



## About USI Insurance Services

USI is one of the largest brokerage and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts [best-in-class industry talent](#) with a long history of deep and continuing investment in our [local communities](#). For more information, visit [usi.com](#).

### The USI ONE Advantage

What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

#### **Omni – USI's Proprietary Analytics**

Omni, which means “all,” is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

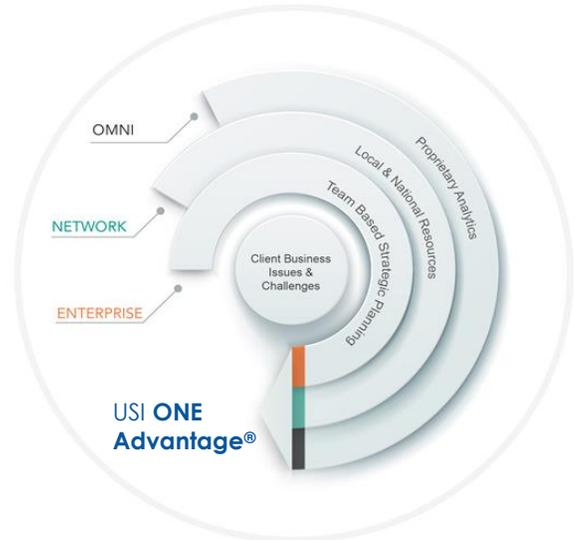
#### **Network – USI's Local and National Resources**

USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

#### **Enterprise – USI's Team Based Strategic Planning**

USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.



## Service Team

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### **USI Southwest Inc., El Paso**

303 N. Oregon, Ste. 310, El Paso, TX 79901

(915) 544-3111    [www.usi.com](http://www.usi.com)

#### **Sales Executive**

Your **Sales Executive is Phillip Briscoe**

Direct Number: (915) 534-9412

E-Mail: [Phillip.Briscoe@usi.com](mailto:Phillip.Briscoe@usi.com)

#### **Account Management Team**

Your **Account Manager is *Marcela Garcia***

Direct Number: (915) 534-9461

E-Mail: [Marcela.Garcia@usi.com](mailto:Marcela.Garcia@usi.com)

#### **Claims Department**

Your **Claims Manager Mike Rogers** at USI Insurance

Direct Number: (915) 534-9463

E-Mail: [Mike.Rogers@usi.com](mailto:Mike.Rogers@usi.com)

## Premium Summary

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Coverage	Carrier	Expiring Term Premium	Proposed Term Premium
Workers Compensation	Claims Administrative Services, Inc. (CAS)	\$62,112	\$58,944

- 3rd Year of a 3-Year Contract

### Binding Requirements:

- Signed Client Authorization to Bind (Page 11 of proposal)
- Signed CAS Addendum Agreement for 3rd year of a 3-Year Contract or New 3-Year Plan
- A.M. Best JUA and Unrated Notification – CAS (Page 10 of proposal)

### Payment Terms:

- CAS – Direct Bill (Full Payment)

### Note:

In evaluating your exposure to loss, we have been dependent upon information provided by you. If there are other areas that need to be evaluated prior to binding of coverage, please bring these areas to our attention. Should any of your exposures change after coverage is bound, such as your beginning new operation, hiring employees in new states, buying additional property, etc., please let us know so proper coverage(s) can be discussed.

Higher limits may be available. Please contact us if you would like a quote for higher limits.

## Schedule of Named Insureds

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Named Insureds
Tornillo Independent School District

Only the Named Insureds shown above are included in this proposal. If any Named Insureds are not shown above and should be included for coverage, please notify us immediately.

## Schedule of Locations

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Location Number	Address	City	State	ZIP Code
1	Statement of Values on file	Tornillo	TX	79853

Only the locations shown above are included in this proposal. If any locations are not shown above and should be included for coverage, please notify us immediately.

## Workers' Compensation

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**Insurance Company:** Claims Administrative Services, Inc.

**Policy Term:** 9/1/2022 to 9/1/2023

Coverage	Limits
Employer's Liability – Each Accident	\$1,000,000
Employer's Liability – Disease (Policy Limit)	\$1,000,000
Employer's Liability – Disease (Each Employee)	\$1,000,000

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

### Workers' Compensation Schedule of Exposures - State: TX

Estimated Payroll	
2021 Expiring Annual Payroll	2022 Estimated Annual Payroll
\$8,889,828	\$8,436,328

## USI Disclosures

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**Direct Bill DISCLOSURE:** The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

**Information Concerning Our Fees:** As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

# USI Privacy Notice

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## **Our Privacy Promise to You**

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the “protected information”) that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

## **What types of information will we be collecting?**

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called “cookies.”

## **What will we do with your protected information?**

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

## **Our Security Procedures**

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

## **Our Legal Use of Information**

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

## **Your Right to Review Your Records**

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

## Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

### A. M. BEST RATINGS

<b>A++ &amp; A+</b>	Superior	<b>D</b>	Poor
<b>A &amp; A-</b>	Excellent	<b>E</b>	Under Regulatory Supervision
<b>B++ &amp; B+</b>	Good	<b>F</b>	In Liquidation
<b>B &amp; B-</b>	Fair	<b>S</b>	Rating Suspended
<b>C++ &amp; C+</b>	Marginal	<b>NR</b>	Not Rated

### FINANCIAL SIZE CATEGORY

(In \$ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

### RATING "NOT ASSIGNED" CLASSIFICATIONS

**NR-1** Insufficient Data

**NR-3** Rating Procedure Inapplicable

**NR-5** Not Formally Followed

**NR-2** Insufficient Size and/or Operating Experience

**NR-4** Company Request

## A.M. Best JUA and Unrated Notification - CAS

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The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with CAS. However, CAS is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with State Fund.

Please sign below and return to us to acknowledge your agreement to placement with CAS.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

**AGREED TO:**

**Tornillo Independent School District**

\_\_\_\_\_  
**(Title – Must be Corporate Officer)**

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

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





# Claims Administrative Services, Inc.

*Our reputation for excellence is no accident.<sup>TM</sup>*

## Texas Educational Insurance Association Workers' Compensation

### Plan Year 2022-2023 Renewal Addendum – Part 1 of 2

Plan Sponsor: TORNILLO ISD

2ND Year of a 3 Year Contract

Renewal Based on Estimated Payroll of \$8,436,328

GUARANTEED COST ..... \$58,944

**Guaranteed Cost Includes:** Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus...

Initial contact with claimant	Setting IME appointments	Communication with doctor
Initial contact with insured	Administering benefits timely	Visits by Adjuster
Initial contact with doctor	Annual Reports	Recorded statements
Faxes	Check stock & issuing checks	Filing state forms
Regular Meetings with client	Subrogation Management	Answering WC legal questions
Photographs	Reports	Supervisor review of claims
Telephone	Litigation Management	Travel expenses
Monitoring medical treatment	Communication with employee	Review of claims with clients
Airfare, except extraordinary	Mileage, except extraordinary	Excess Carrier Reporting
Loss Runs	Express mail, except extraordinary	EDI requirements for Ins Carrier
Filing of 1099's	Obtain Records, except extraordinary	
	.....CAS Service Guarantee, and much more.....	

**Guaranteed Cost Includes:** Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment

<b>Allocated Expenses:</b>	Cost associated with bank account or its maintenance
Attorney fees	Extraordinary travel expenses incurred by CAS
Medical opinions	Cost associated with Occupational Rehabilitation
Independent Medical Examination	Pre-authorization or Utilization
Peer Review	Court costs
Subrogation Recovery (Percent of Recovery)	Specialty Bill Review
Medical Bill Negotiations	Medical Case Management
Cost of surveillance	Interest paid as result of Litigation
Witness travel expense	Cost for obtaining and copying of public or medical records
Witness fees	Cost for photography, preparation of maps, diagrams or physical analysis
Cost for property damage appraisal fees	Cost of employing experts' testimony

**Cost Containment:**

CAS does provide cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates. Field Case Management, \$88 per hour + mileage; Telephonic Case Management, \$88 per hour; Rehabilitation/Vocational Case Management, \$88 per hour + mileage; Pre-Authorization, \$150 flat rate per request; Specialty Bill Review 25% of savings; Medical Bill Negotiations 25% of savings; Pharmacy Network, 9% of savings; Ancillary Services, 9% of savings; Medical Necessity Review, \$125 Coordination fee + cost; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, \$35 for initial database research/\$84 per hour for surveillance, In-house attorney representation at hearings \$75.00 per hour, Section 111 reporting query is at no charge; \$10.00 per submission.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.



**AGREEMENT**

**AGENCY:** ESC19 Head Start  
City/County of El Paso, State of Texas

**CONTRACTOR:** Tornillo Independent School District  
County of El Paso, State of Texas

**CONTRACT:** Meals for Children in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center – Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective October 3, 2022, through September 29, 2023. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency is in receipt of a Grant from the Texas Department of Human Services (TDHS) and Texas Department of Agriculture, (TDA), for the purpose of feeding children enrolled in the Head Start Program. WHEREAS, pursuant to said Grant, the Agency is undertaking certain activities, and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings; NOW THEREFORE, the Agency and Contractor do mutually agree as follows:

**I. CONTRACTOR OBLIGATIONS**

1. **Meals**

- Meals will be provided for children enrolled and are eligible in the Head Start Program
- Meals will be prepared in accordance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA)
- Meals meet the Child & Adult Care Food Program (CACFP) meal pattern requirements
- Contractor shall not claim the meals served to the Head Start children under the National School Lunch Program
- Full Day Session: (Breakfast, lunch & pm snack)
- Half Day Session: (AM snack, lunch and pm snack)
- Age appropriate foods
- Food modifications (e.g. Puree, Ground, Finely Chopped and Chopped)
- All meals will be prepared at full enrollment

**Birthday Celebrations**

Contractor shall provide a monthly birthday celebration snack for children per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will reimburse the Contractor at the rate of snack cost.

2. **Meal Variations**

Contractor shall provide for any food allergies, or special diets and nutritional needs in accordance with a physician's medical statement and in accordance with Child and Adult Care Food Program regulations.

3. **Cycle Menus**

Contractor shall provide cycle menus to the Head Start Nutrition services in addition to monthly menus. Cycle menus shall be provided at the beginning of the school year. Monthly menus shall be provided one month in advance.

4. **Health Department**

Contractor shall maintain on file a current local health department food establishment permit and health inspection and provide a copy of such to the Head Start Center. The contractor agrees to meet all local and sanitary code requirements applicable to food service delivery to include:

- a. Document temperatures twice daily on the Refrigerator/Freezer Temperature Chart
- b. Document and maintain accurate food temperatures
- c. Document and maintain adequate dry storage temperatures

5. **Term**

Commence performance of this Agreement on the 3rd day of October 2022, and complete performance no later than September 29, 2023.

6. **Records**

Maintain such records and accounts, including financial records, as are deemed necessary by the Agencies or the Director of TDHS and ACF to assure proper accounting for all project funds, both Federal and Non-Federal share. These records shall be retained for a period of three years from the date of submission of the final claim under this agreement unless an audit item has not been resolved, in which case records shall be maintained until satisfactory resolution of the audit item has been accomplished. If the Contractor delivers its records to the Agencies at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever. Provide Head Start with the required Daily Meal Production Records identifying the quantity of foods served per meal and the number of children and adults served. The Contractor will provide daily meal production records to Head Start Center Manager on a weekly basis (Monday).

- a. Daily Meal Production Record

7. **Reimbursable Meals**

- Meet Program meal pattern requirements (contains all required components in at least the minimum required portion sizes)
- Be served to eligible children

- Be served according to federal and state regulations and policies
- Actual meals provided accordance to attendance on a daily basis

8. **Locations**

Tornillo ISD cafeteria will provide meal services to our Head Start children.

9. **Audit**

Facilitate the examination and copying of appropriate meal service records during normal working hours by TDHS, USDA, TDA and Head Start. This may occur annually as an administrative review. Contractor will be given a five-day notice.

10. **Assurances**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (Section 6000 TDA). The contractor also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance extended in reliance on the representation and agreements made in this assurance.

The Contractor agrees to compile CACFP meal requirements, data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and TDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS has the right to seek judicial enforcement of this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on

this contract is authorized to sign this assurance on the behalf of the Contractor.

## II. AGENCY OBLIGATIONS

The Agency shall:

### 1. Payment

Upon receipt of the monthly report due no later than the 30<sup>th</sup> day of the month, the Agency shall reimburse Contractor for the **actual number of meals** served at the reimbursement rate of Breakfast **\$2.75**, Snacks **\$2.00**, and Lunch **\$5.00**. Reimbursement rates shall be based solely on rates established by the Contractor. Upon receipt of documentation from Contractor indicating a change in reimbursement rate, the Agency shall forward say documentation to Contractor. The documentation forwarded shall constitute an amendment to this Agreement and shall establish the reimbursement rate for the period affected.

### 2. Limitation on Reimbursement

In **no** event shall the Agency reimburse Contractor for meals served at a rate higher than the reimbursement rate being paid to the Agency by **TDHS and TDA** for any report period.

Both parties to this Agreement understand that ESC19 Head Start, shall accept final administrative and financial responsibility for program operations, and shall not contract for the management of the Child and Adult Care Food Program.

Any attachment not made as part of this Agreement on the date of its execution, shall be attached as soon as possible thereafter and shall be dated and signed by the parties.

### 3. Monitoring/Reviews

#### **H-1529**

If a CE or site contracts with a Food Service Management Company (FSMC) or vendor to provide food service, the CE or site must conduct an annual on-site monitoring review of each food preparation site used by the FSMC/vendor to provide meals for their contract. The review must be conducted during each CACFP Program Year (October 1 through September 30 of any given year). CEs and sites must use the Food Service Management Company / Vendor Monitor Review (**H-1529**), to conduct the monitoring review.

#### **H-1606**

Sites participating in the CACFP are subject to unannounced as well as announced reviews by the sponsor, TDA, USDA or other State or Federal officials. Agency must conduct three reviews of each of their sites to determine compliance with all program requirements (October, February and April).

IN WITNESS WHEREOF, the Agencies and the Contractor have executed this Agreement as of the date first written above.

**Tornillo Independent School District**

\_\_\_\_\_  
Rosy Vega - Barrio, Superintendent

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

**ESC19 Head Start**

\_\_\_\_\_  
Dr. Armando Aguirre, ESC19 Executive Director

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

\_\_\_\_\_  
Socorro Rodríguez, ESC19 Head Start Director

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

## AGREEMENT

AGENCY: ESC19 Head Start  
City/County of El Paso, State of Texas

CONTRACTOR: Tornillo Independent School District  
County of El Paso, State of Texas

CONTRACT: Meals for Adults in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center - Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective September 1, 2022 through August 31, 2023. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency operates and administers, through the United States Department of Health and Human Services, a Head Start Program for children residing within the Boundaries of the Tornillo Independent School District; and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings:

### I. CONTRACTOR OBLIGATIONS

#### 1. Meals

Contractor shall provide a noon meal for adults per classroom per day. This meal shall be served in conjunction with the meal served to the Head Start children and shall meet the CACFP adult feeding requirement.

- **Birthday Celebrations**

Contractor shall provide a monthly birthday celebration snack for adults per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will Reimburse the Contractor at the rate of snack cost **\$2.00**.

#### 2. Term

The Contractor shall commence performance of this Contract on the 1<sup>st</sup> day of September 2022 and shall complete performance no earlier than August 31, 2023.

#### 3. Records

The Contractor shall maintain such reasonable records and accounts, including financial records, to assure proper accounting for all project funds, both Federal and Non-Federal shares. These records will be made available for audit purposes to the Agencies, the D.H.H.S. or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Agency at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever.

#### 4. Compliance with Conditions

The Contractor agrees to assist the Agency in complying with all of the Conditions Governing Grants under Section 222 EOA Department of Health and Human Services.

### II. AGENCY OBLIGATIONS

The Agency shall:

#### 1. Reimbursement

The Agency shall reimburse the Contractor for <sup>2,76</sup>costs incurred in the preparation of the meals served to the staff and parent/volunteer on actual participation. Reimbursement for meals shall be at a rate of **\$5.00** per Adult meal claimed.

2. Payment

The Contractor shall submit monthly reports to indicate number and types of meals served, not later than the fifth day of the following month. Upon receipt of the monthly report, the Agency shall reimburse Contractor for the number of meals served at the rate set forth herein not later than the 30th day of the month.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement as of the date first written above.

**Tornillo Independent School District**

\_\_\_\_\_  
Rosy Vega – Barrio, Superintendent

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

**ESC19 Head Start**

\_\_\_\_\_  
Dr. Armando Aguirre, ESC19 Executive Director

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

\_\_\_\_\_  
Socorro Rodríguez, ESC19 Head Start Director

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

# TORNILLO INDEPENDENT

## SCHOOL DISTRICT

*Educating children today to be the leaders of tomorrow.*



### Tornillo Independent School District Donation Acknowledgement Form

Date of Request: \_\_\_\_\_ School/Department: \_\_\_\_\_

On behalf of Tornillo Independent School District, I am asking that the Board of Trustees approves the acceptance of the following items:

Donation Description	Quantity	Value

Purpose of donation:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Donor or Donor Organization Name: \_\_\_\_\_

Address, City, State & Zip Code: \_\_\_\_\_

\_\_\_\_\_

Check one  Non-monetary donation

This donation will be recorded in the campus/department activity account

This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Club Name: \_\_\_\_\_

Account Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Sponsor Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Requestor's Signature: RAguilar Date: 8/17/2022

Board President Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Copy to Finance Department & Requestor

Original to be kept by Executive Secretary

*Vision: Believe we can succeed with pride we will achieve.*

*Mission: The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*

Elvira Garcia	\$ 1,000.00	Check
Maintenance Department	\$ 1,100.00	Check/Cash
Western Tech	\$ 500.00	Check
TFCU	\$ 4,692.17	Check
Labatt Food Service	Coffee/Juice	
West Star Bank	\$ 500.00	Check
Academy Sport	\$ 50.00	Gift Card
Starbucks	4 @ \$15	Gift Cards
Cattleman's	4 @ \$25	Gift Cards
Xtreme Pizza & Wings	1 large pizza	Gift Card
Luba Nemesh	\$ 50.00	Gift Card
ClassLink	\$ 500.00	Check



# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Budget Amendment - Administration  
Date: August 17, 2022

Budget Amendment Request

1. Requesting a budget change from Function 53\_ Technology to function 21\_ instructional leadership, function and 12\_ Instructional Resources and Media Services .

Increase	
199.12.6119.00.041.11.0.00	\$5,000
199.21.6119.00.918.23.0.00	\$5,000

Decrease	
199.53.6129.00.953.99.0.00	\$10,000

Board President: \_\_\_\_\_ Date: \_\_\_\_\_

Board Secretary: \_\_\_\_\_ Date: \_\_\_\_\_