



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

**Meeting Date:** Thursday, August 31, 2023

**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
  - C. District Mission and Vision
2. **(OTHER) Superintendent's Report**  
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
  - A. Introduction of New Tornillo ISD Staff  
Student Advisory Council
  - B. Partners in Education
    1. Raise Your Hand Texas  
Mrs. Rosa Vega-Barrio, Superintendent
    2. Raiz Credit Union  
Mrs. Rosa Vega-Barrio, Superintendent
  - C. TISD July Hard Hat Award  
Mrs. Rosa Vega-Barrio, Superintendent
  - D. TISD August Hard Hat Award  
Mrs. Rosa Vega-Barrio, Superintendent
  - E. Superintendent Student Advisory Council Members  
Mrs. Rosa Vega-Barrio, Superintendent
4. **(OTHER) Open Forum**  
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
  - A. THS Summer Graduate

- Mr. Alejandro Olvera, THS Principal
- B. (Accountability 1) Review Board's Time Use Tracker 4  
Ms. Marlene Bullard, Board President
6. **(ADVOCACY) Community Engagement on Student Outcome Goals**  
Ms. Marlene Bullard, Board President
7. **(VISION Y) Information / Reports / Presentations** 5  
A. Financial Reports-Information Only  
Mr. Luis M. Guerra, Director of Finance
8. **(VISION Y) Board Items**  
A. Public Hearing on Budget and Tax Rate for 2023-2024 Fiscal Year 29  
Mr. Luis M. Guerra, Director of Finance  
B. Consider Approval of Budget for 2023-2024 Fiscal Year 53  
Mr. Luis M. Guerra, Director of Finance  
C. Consider Approval of Ordinance Adopting Tax Rate for 2023-2024 Fiscal Year 54  
Mr. Luis M. Guerra, Director of Finance  
D. Purchases > \$25,000 threshold - Authorization 55  
1. Consider Approval to Purchase TI-Nspire Calculator  
Mr. Alejandro Olvera, THS Principal, and Mrs. Myrna Lopez, PK-8 Principal  
E. Consider Approval of Copier Lease Agreement for 2023-2027 57  
Mr. Luis M. Guerra, Director of Finance  
F. Consider Approval of MOU and Data Sharing Agreement with New Tech Network 92  
Mr. Alejandro Olvera, THS Principal  
G. Discuss and Take Appropriate Action on Resolution to Declare a Good Cause Exception for HB3: 104  
Armed Security Officer Requirement  
Mrs. Rosa Vega-Barrio, Superintendent
9. **(STRUCTURE) Consent Agenda**  
(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. Consider Approval of Minutes from Previous Meetings:  
1. Regular Board Meeting Minutes - July 26, 2023 106  
B. Purchases > \$25,000 threshold - Authorization 110  
1. Consider Approval to Purchase Frontline for 2023-2024 Fiscal Year  
Mr. Luis M. Guerra, Director of Finance  
C. Consider Approval of Contracts for Providers of Special Education Related Services and Attorney 112  
Retainment  
Ms. Georgina Miramontes, District Diagnostician/SPED/504 Coordinator  
D. Consider Approval of the 2023-2024 Meals for Children in Head Start Program 176  
Ms. Norma Aguirre, CNS District Manager  
E. Consider Approval of 2023-2024 Meals for Adults in Head Start Program 181  
Ms. Norma Aguirre, CNS District Manager  
F. Consider Approval of the Property, Casualty and Auto Liability Insurance for the 2023-2024 Fiscal 183  
Year  
Mr. Luis M. Guerra, Director of Finance  
G. Consider Approval of Budget Amendments 220  
Mr. Luis M. Guerra, Director of Finance  
H. Consider Approval of Board Resolution Extending Depository Contract for Funds 222  
Mr. Luis M. Guerra, Director of Finance  
I. Consider Approval of Unemployment Insurance for 2023-2024 224  
Ms. Lizeth Carroll, HR / Compliance Director  
J. Consider Approval of Updated Regular Board Meeting Dates for 2023-2024 231  
Mrs. Rosa Vega-Barrio, Superintendent  
K. Consider Approval of MOU between El Paso Symphony Orchestra's EPSOA Community Music 232  
Project and Tornillo ISD  
Ms. Lizeth Carroll, HR / Compliance Director
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 Regarding School District Facilities School Safety and Security Audit Results

11. **Next Meeting Tentative Date:** September 27, 2023

**Adjournment of the Meeting**

A handwritten signature in black ink, appearing to be 'Rosa Vega-Barrio', written in a cursive style.

Rosa Vega-Barrio  
Superintendent of Schools

# TIME USE TRACKER

Date: July 26, 2023

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 →	41
Progress & Accountability		← 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 →	4
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 →	3
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	
Other		Any time spent on an activity that does not meet the conditions listed above →	5
<b>TOTALS</b>	0	49	49

Use For Student Outcome Minutes Percentage Calculation:

0

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49

× 100 =

0

% Student Outcome Minutes



## **FINANCIAL REPORTS**

**FOR THE MONTH ENDING JULY, 2023**

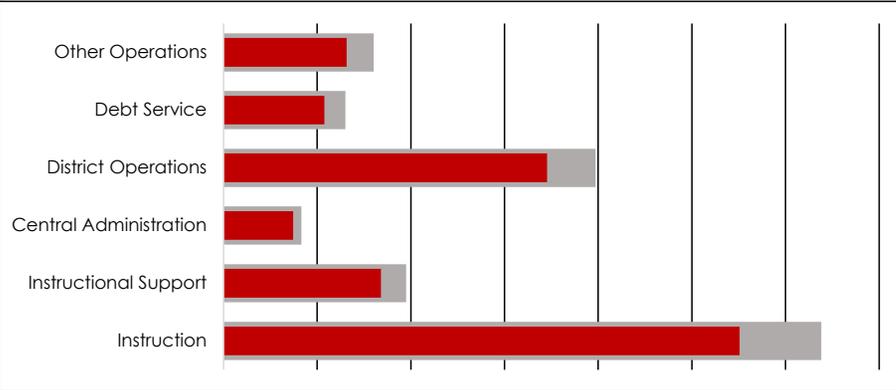
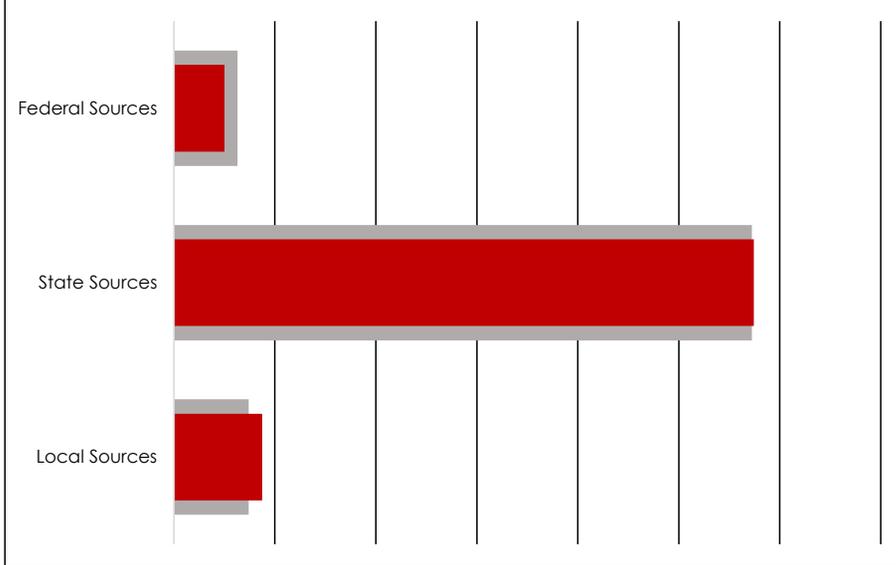
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\$25K and Above Payments .....	13
<b>Check Register .....</b>	<b>14</b>

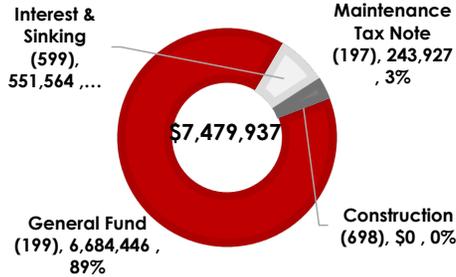
**TORNILLO INDEPENDENT SCHOOL DISTRICT  
BOARD FINANCIAL REPORT SUMMARY  
As of July 31, 2023**

**Board Adopted Revenue and Expenditures**

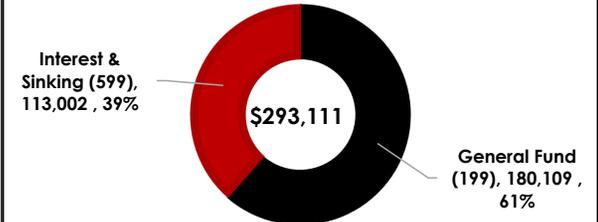


**Banking and Investment Pools**

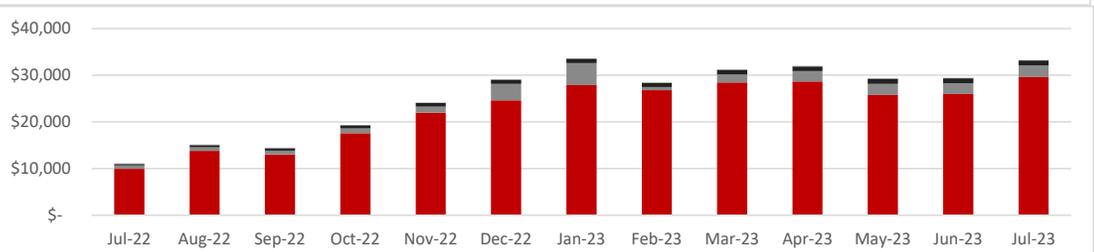
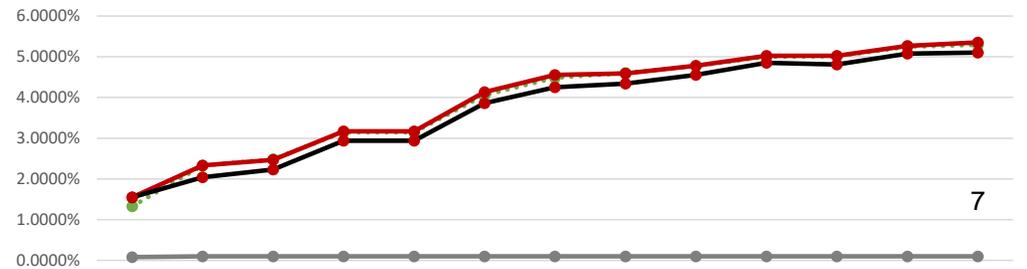
**LONE STAR INVESTMENTS**



**WESTSTAR BANK**

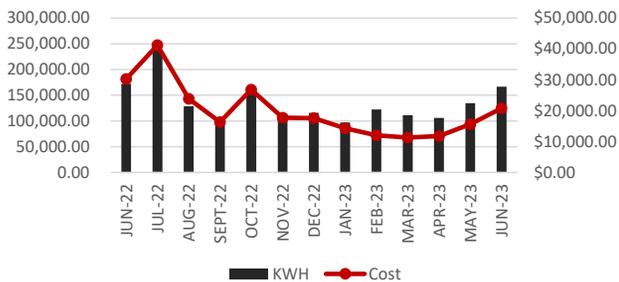


**Investment Rate and Interest Revenue Trends**

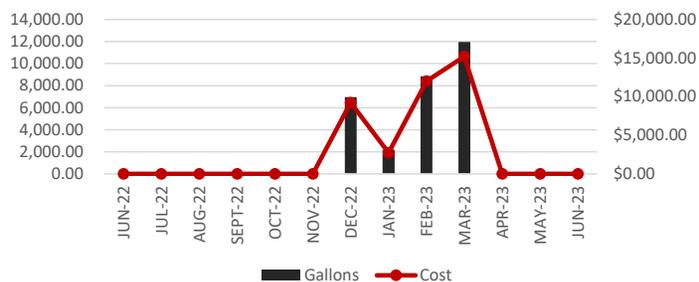


**Utilities**

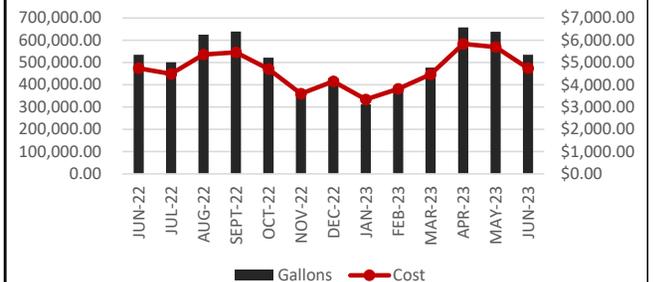
**ELECTRICITY**



**PROPANE**



**WATER**

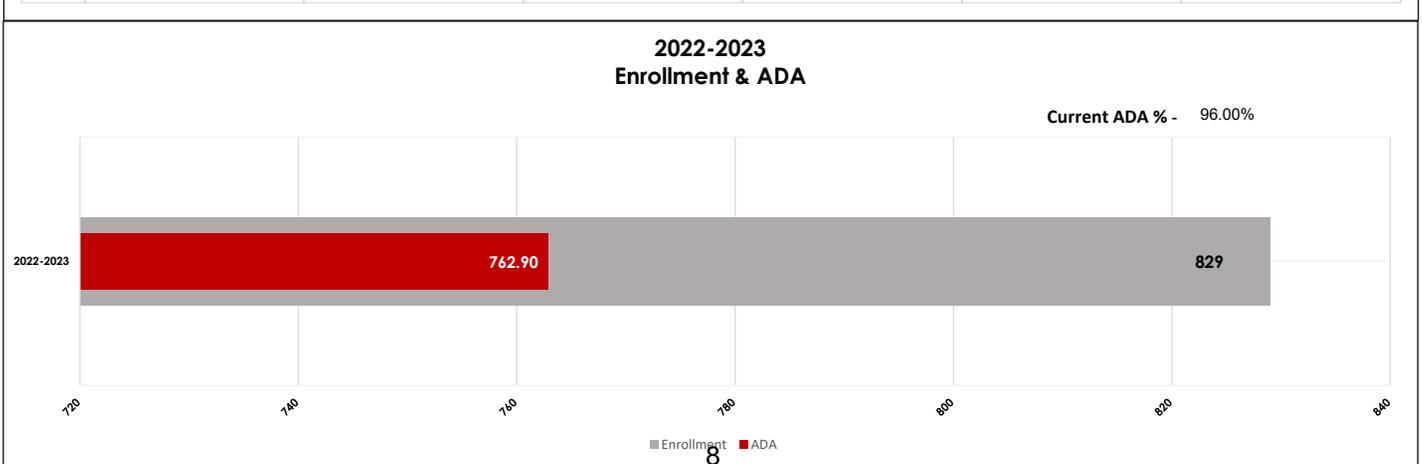
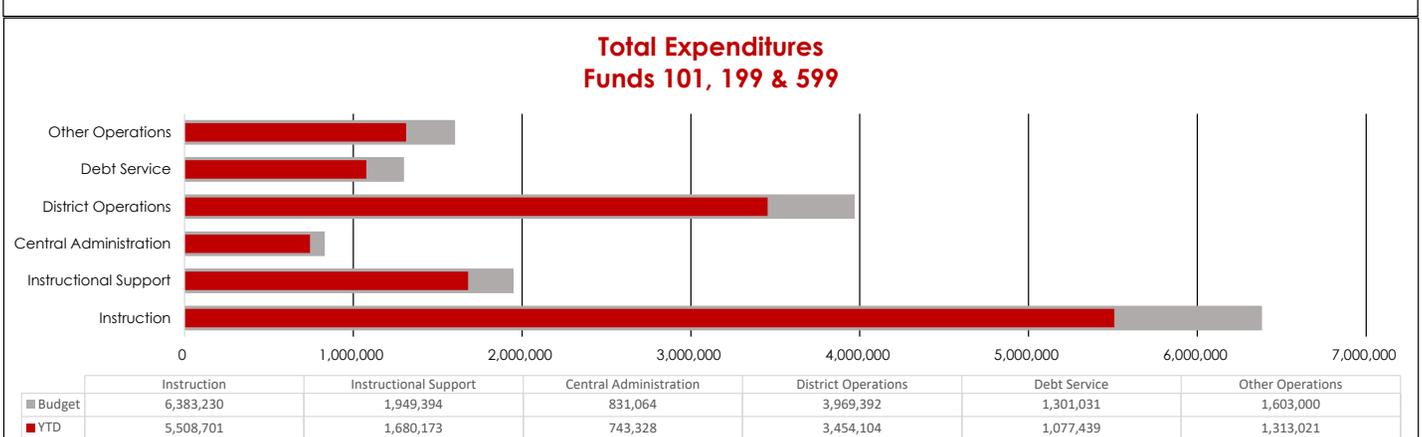
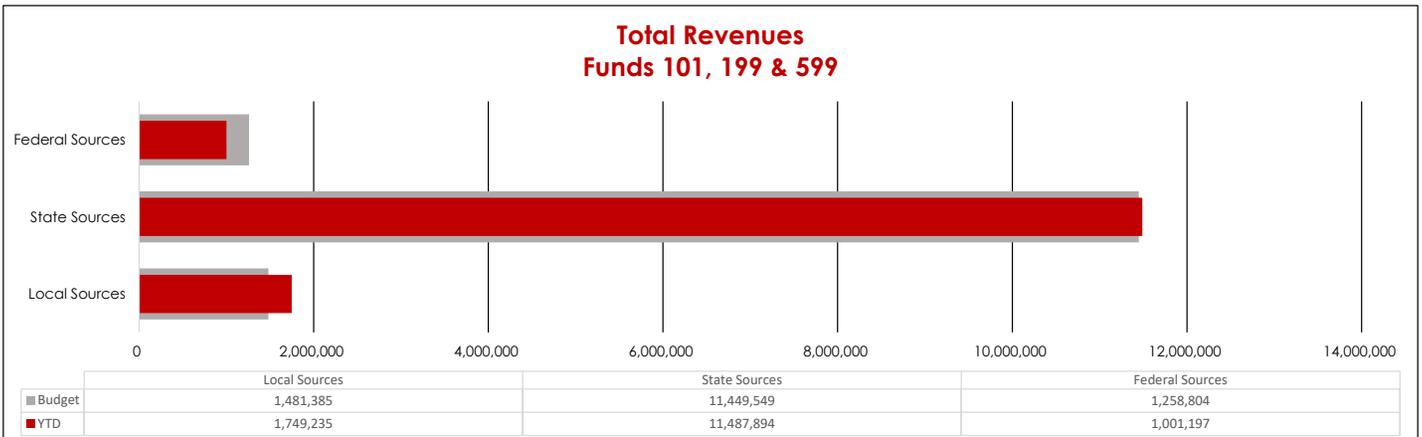


# TORNILLO INDEPENDENT SCHOOL DISTRICT

## Revenues & Expenditures

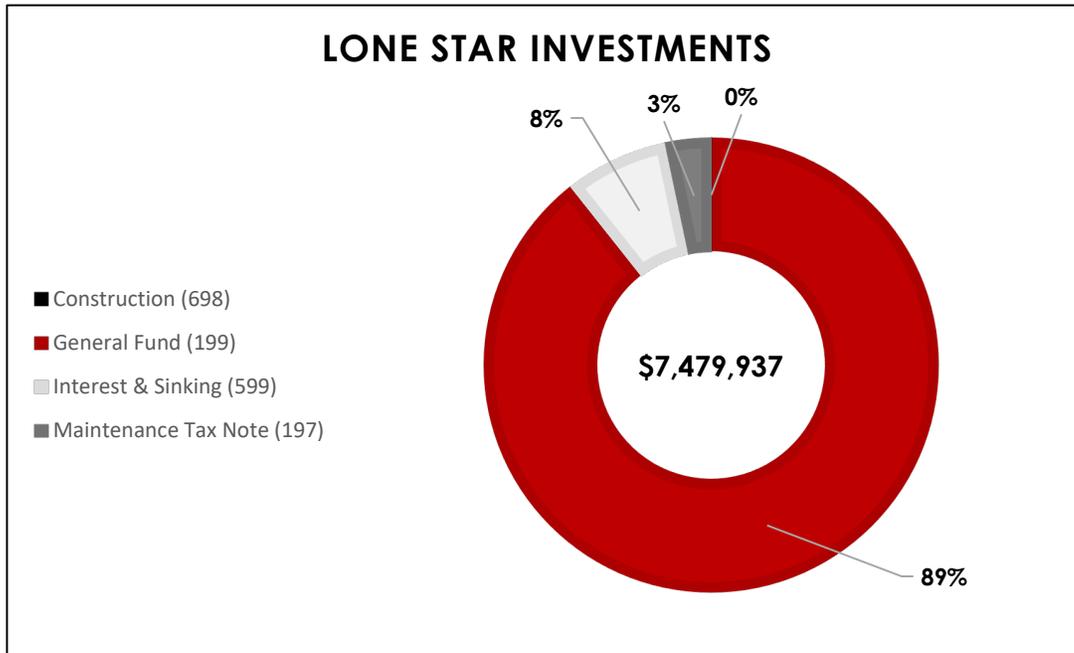
As of July 31, 2023

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	51,000	70,149	(19,149)	1,008,194	1,202,431	(194,237)	422,191	476,655	(54,464)	1,481,385	1,749,235	(267,850)
State Sources	3,600	3,004	596	10,567,109	10,618,763	(51,654)	878,840	866,127	12,713	11,449,549	11,487,894	(38,345)
Federal Sources	938,804	684,152	254,651	320,000	317,045	2,955	0	0	0	1,258,804	1,001,197	257,606
<b>Total Revenue:</b>	<b>993,404</b>	<b>757,305</b>	<b>236,098</b>	<b>11,895,303</b>	<b>12,138,239</b>	<b>(242,936)</b>	<b>1,301,031</b>	<b>1,342,782</b>	<b>(41,751)</b>	<b>14,189,738</b>	<b>14,238,326</b>	<b>(48,589)</b>
<b>EXPENSES</b>												
Instruction	0	0	0	6,383,230	5,508,701	874,529	0	0	0	6,383,230	5,508,701	874,529
Instructional Support	0	0	0	1,949,394	1,680,173	269,221	0	0	0	1,949,394	1,680,173	269,221
Central Administration	0	0	0	831,064	743,328	87,736	0	0	0	831,064	743,328	87,736
District Operations	993,404	863,913	129,491	2,975,988	2,590,192	385,796	0	0	0	3,969,392	3,454,104	515,287
Debt Service	0	0	0	0	0	0	1,301,031	1,077,439	223,593	1,301,031	1,077,439	223,593
Other Operations	0	0	0	1,603,000	1,313,021	289,979	0	0	0	1,603,000	1,313,021	289,979
<b>Total Expenses:</b>	<b>993,404</b>	<b>863,913</b>	<b>129,491</b>	<b>13,742,676</b>	<b>11,835,415</b>	<b>1,907,261</b>	<b>1,301,031</b>	<b>1,077,439</b>	<b>223,593</b>	<b>16,037,111</b>	<b>13,776,766</b>	<b>2,260,345</b>

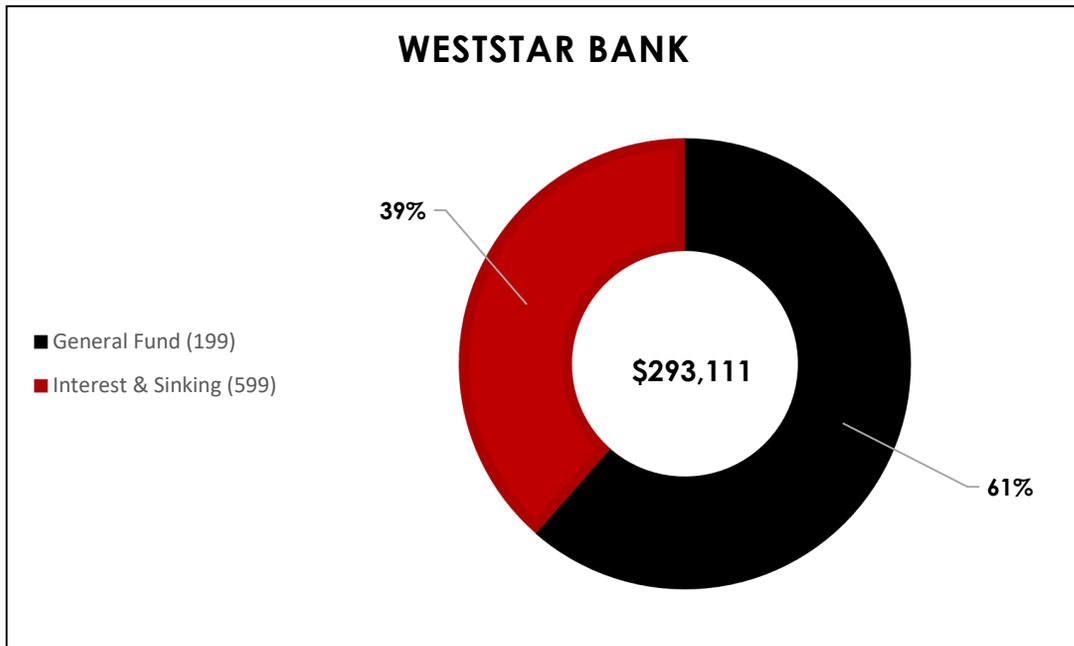


# TORNILLO INDEPENDENT SCHOOL DISTRICT

As of July 31, 2023



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	6,791,153	6,684,446	(106,707)
Interest & Sinking (599)	549,089	551,564	2,475
Maintenance Tax Note (197)	242,832	243,927	1,095
<b>Lone Star Investment Pool</b>	<b>\$7,583,074</b>	<b>\$7,479,937</b>	<b>(\$103,137)</b>



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	305,672	180,109	(125,563)
Interest & Sinking (599)	106,363	113,002	6,639
<b>WestStar Bank</b>	<b>\$412,035</b>	<b>\$293,111</b>	<b>(\$118,923)</b>

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## GENERAL FUND - CASH FLOW

As of July 31, 2023

Beginning Balance \$ 305,672

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01										\$ 305,672
02			24							\$ 305,696
03		2,500				(120,705)		(18,883)		\$ 168,608
04										\$ 168,608
05	6,485							(80,978)		\$ 94,115
06				200,000				(511)		\$ 293,604
07								(24,344)		\$ 269,259
08										\$ 269,259
09										\$ 269,259
10								(3,565)		\$ 265,694
11	2,000							(1,586)		\$ 266,108
12										\$ 266,108
13				325,000		(43,562)	(300,650)			\$ 246,897
14					(37,073)		(579)	(11,636)		\$ 197,609
15										\$ 197,609
16										\$ 197,609
17								(5,343)	(614)	\$ 191,652
18	2,920							(16,600)		\$ 177,972
19								(9,954)		\$ 168,018
20								(48,530)		\$ 119,489
21		7,465						(2,647)		\$ 124,307
22										\$ 124,307
23										\$ 124,307
24								(8,217)		\$ 116,090
25	2,226							(39,193)		\$ 79,124
26		761		400,000				(1,868)		\$ 478,017
27							(283,285)	(1,829)		\$ 192,903
28								(63,225)		\$ 129,678
29										\$ 129,678
30										\$ 129,678
31			15	200,000	(33,683)		(579)	(115,298)		\$ 180,133
									Ending Balance \$	180,133

# Tornillo Independent School District

## Monthly Summary of Investments

As of July 31, 2023

Fnd-Obj	ACCOUNT NAME	BEGINNING	DEPOSITS	CHECKS	INTEREST	ENDING	INTEREST RATE
		BALANCE				BALANCE	
		7/1/2023				7/31/2023	
199-1110	General Operating	\$ 305,671.80	1,149,359.05	1,274,937.10	15.41	\$ 180,109.16	0.10%
197-1107	Maintenance Tax Note	\$ 242,831.64	0.00	0.00	1,095.07	\$ 243,926.71	5.2925%
199-1107	Lone Star Inv. Pool#1	\$ 6,791,153.12	988,690.00	1,125,000.00	29,602.90	\$ 6,684,446.02	5.2925%
698-1107	Lone Star Inv. Pool/Capital Projects	\$ -	0.00	0.00	0.00	\$ -	5.2925%
599-1110	Interest and Sinking	\$ 106,362.70	106,630.66	100,000.00	8.52	\$ 113,001.88	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 549,089.28	0.00	0.00	2,476.16	\$ 551,565.44	5.2925%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.76	0.00	0.00	0.01	\$ 1.77	5.3534%
		\$ -				\$ -	
698-1107	Lone Star Inv. Pool/CP Government	\$ -	0.00	0.00	0.00	\$ -	5.1031%
698-1110	Construction Funds	\$ (0.00)	0.00	0.00	0.00	\$ (0.00)	0.10%

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**Statement of Compliance:**

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

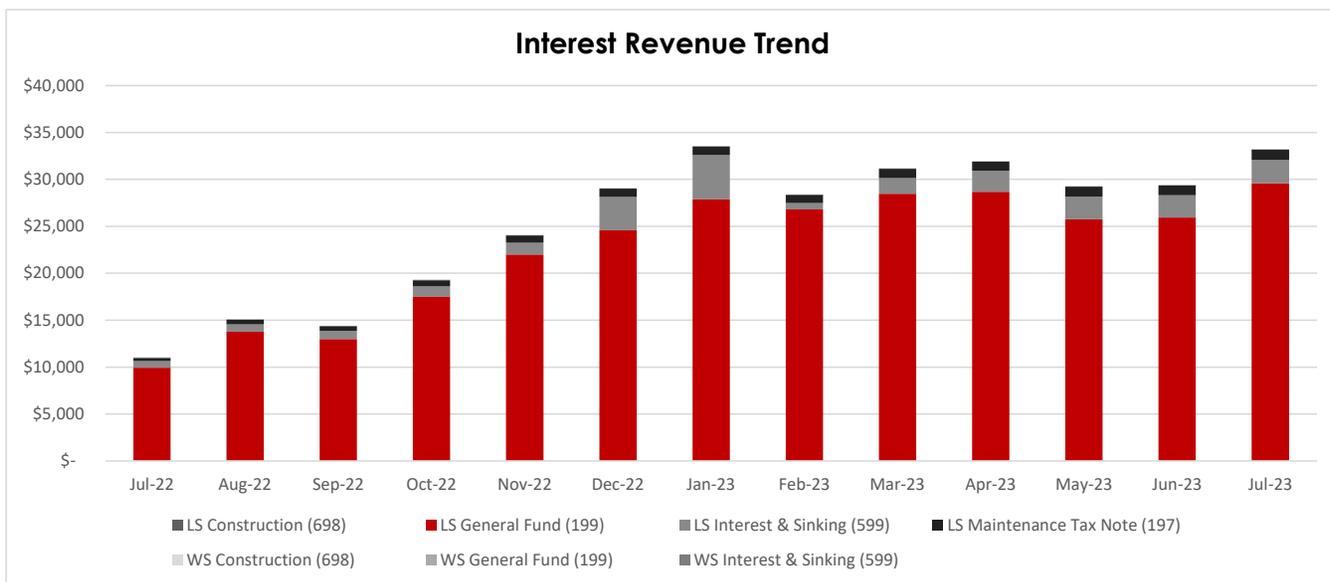
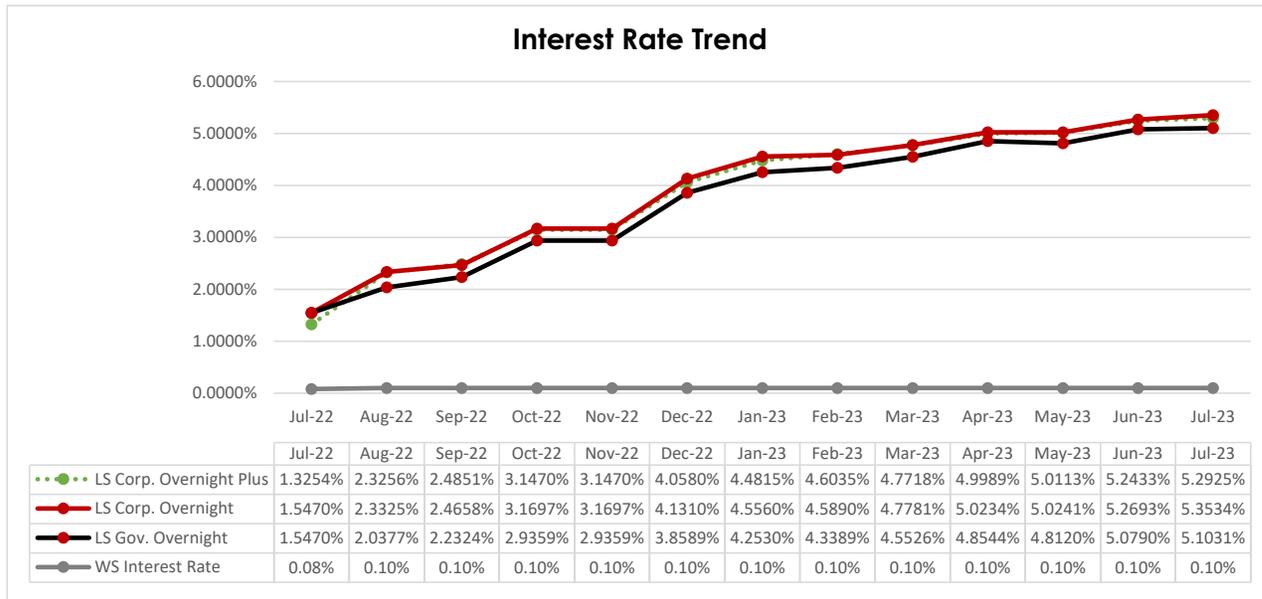


Luis Guerra, Director of Finance



# TORNILLO INDEPENDENT SCHOOL DISTRICT

## INTEREST RATE TRENDS



Participant #: 71908

**Lone Star™ July 2023**  
Investment Pool **Monthly Statement**

Statement Period: 07/01/2023 to 07/31/2023

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	6,684,446.02	1.00	6,684,446.02	89.36%
<b>Totals:</b>				<b>6,684,446.02</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	551,565.44	1.00	551,565.44	7.37%
	Government Overnight Fund	1.77	1.00	1.77	0.00%
<b>Totals:</b>				<b>551,567.21</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	243,926.71	1.00	243,926.71	3.27%
<b>Totals:</b>				<b>243,926.71</b>	

**Totals**

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5.31 %	7,479,938.17	1.00	7,479,938.17	100.00 %
Government Overnight Fund	0.00 %	1.77	1.00	1.77	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
<b>Total Value:</b>				<b>7,479,939.94</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)
07/01/2023	Starting Balance	6,791,153.12			6,791,153.12
07/06/2023	Withdrawal	6,591,153.12	-200,000.00	1.00	-200,000.00
07/13/2023	Withdrawal	6,266,153.12	-325,000.00	1.00	-325,000.00
07/25/2023	Deposit	7,254,843.12	988,690.00	1.00	988,690.00
07/26/2023	Withdrawal	6,854,843.12	-400,000.00	1.00	-400,000.00
07/31/2023	Withdrawal	6,654,843.12	-200,000.00	1.00	-200,000.00
07/31/2023	Interest	6,684,446.02	29,602.90	1.00	29,602.90

07/31/2023	Ending Balance	6,684,446.02			6,684,446.02
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**Interest & Sinking Account - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2023	Starting Balance	549,089.28			549,089.28
07/31/2023	Interest	551,565.44	2,476.16	1.00	2,476.16
07/31/2023	Ending Balance	551,565.44			551,565.44

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

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2023	Starting Balance	1.76			1.76
07/31/2023	Interest	1.77	0.01	1.00	0.01
07/31/2023	Ending Balance	1.77			1.77

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

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2023	Starting Balance	242,831.64			242,831.64
07/31/2023	Interest	243,926.71	1,095.07	1.00	1,095.07
07/31/2023	Ending Balance	243,926.71			243,926.71

**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	20,082.17	11,791.27	17,853.07	55,064.83
Balance	\$ 22,207.50	\$ -	\$ 10,542.21	\$ -	\$ 32,749.71
Balance per EP Electric	\$ -	\$ -	\$ 10,542.21	\$ -	\$ 10,542.21
Write off contract expired	\$ 21,110.38				
Additional Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -

16

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
8/31/2022		\$ (489.59)	\$ 939.42	\$ (449.83)	\$ -
9/9/2022			\$ 2,793.19		\$ 2,793.19

# 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>
159046	\$28,110.22	Vistacon III LLC	Board Approved
159066	\$105,277.00	Vistacon III LLC	Board Approved
10002247	\$30,445.19	Commerce	Consisted of various invoices
10002250	\$46,597.89	Commerce	Consisted of various invoices

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

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**VendorID : WestStar Bank - 100003379**

589	07/13/2023	501232	Raymond Bonilla	Issued	\$768.32	Employee Reimbursement Direct Deposit
590	07/13/2023	501026	Nadia De La Rosa	Issued	\$31.72	Employee Reimbursement Direct Deposit
591	07/13/2023	500769	Claudia Herrera-Soto	Issued	\$290.00	Employee Reimbursement Direct Deposit
592	07/13/2023	501082	Myrna Lopez	Issued	\$208.89	Employee Reimbursement Direct Deposit
593	07/13/2023	501206	Alejandro Olvera	Issued	\$290.00	Employee Reimbursement Direct Deposit
594	07/13/2023	501266	Fallon Ontiveros	Issued	\$140.00	Employee Reimbursement Direct Deposit
595	07/13/2023	500519	Elizabeth Otero	Issued	\$290.00	Employee Reimbursement Direct Deposit
596	07/13/2023	500021	Dania Sotelo	Issued	\$140.00	Employee Reimbursement Direct Deposit
597	07/13/2023	501136	Amanda Telles	Issued	\$140.00	Employee Reimbursement Direct Deposit
598	07/13/2023	501268	Mary Uribe	Issued	\$140.00	Employee Reimbursement Direct Deposit
599	07/13/2023	500699	Maria Morales	Issued	\$255.00	Employee Reimbursement Direct Deposit
600	07/13/2023	501206	Alejandro Olvera	Issued	\$7.55	Employee Reimbursement Direct Deposit
601	07/13/2023	501061	Rodrigo Portillo	Issued	\$112.74	Employee Reimbursement Direct Deposit
602	07/13/2023	500128	Jose Silva-Smith	Issued	\$162.00	Employee Reimbursement Direct Deposit
603	07/28/2023	501260	Claudia Beanes	Issued	\$459.00	Employee Reimbursement Direct Deposit
604	07/28/2023	501023	Rosa Vega-Barrio	Issued	\$432.75	Employee Reimbursement Direct Deposit
158982	07/14/2023	10013	Texas Department of Public Safety	Issued	\$6.00	Paper Check
158983	07/14/2023	10080	Ced-Triangle Electric -El Paso	Issued	\$451.92	Paper Check
158984	07/14/2023	10138	El Paso Disposal, LP	Issued	\$1,922.98	Paper Check
158985	07/14/2023	10190	Fabens Oil Co.	Issued	\$524.61	Paper Check
158986	07/14/2023	10279	Govconnection, Inc.	Issued	\$15,802.00	Paper Check
158987	07/14/2023	10361	Home Depot Credit Services	Issued	\$272.93	Paper Check
158988	07/14/2023	10601	Office Depot	Issued	\$320.28	Paper Check

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158989	07/14/2023	10630	Region 19 Education Service Center	Issued	\$150.00	Paper Check
158990	07/14/2023	10867	West Texas County Courier	Issued	\$4,107.00	Paper Check
158991	07/14/2023	20022	Citibank	Issued	\$56.09	Paper Check
158992	07/14/2023	20022	Citibank	Issued	\$1,049.82	Paper Check
158993	07/14/2023	20022	Citibank	Issued	\$188.68	Paper Check
158994	07/14/2023	20022	Citibank	Issued	\$721.96	Paper Check
158995	07/14/2023	20022	Citibank	Issued	\$8.95	Paper Check
158996	07/14/2023	20022	Citibank	Issued	\$1,049.82	Paper Check
158997	07/14/2023	20022	Citibank	Issued	\$479.00	Paper Check
158998	07/14/2023	20124	Time Warner Cable Texas LLC	Issued	\$84.00	Paper Check
158999	07/14/2023	20206	Texas Excavation Safety System,	Issued	\$15.20	Paper Check
159000	07/14/2023	20207	Indian Product	Issued	\$330.00	Paper Check
159001	07/14/2023	20208	Western Playland	Issued	\$858.00	Paper Check
159002	07/14/2023	20297	The Sherwin Williams Company	Issued	\$560.38	Paper Check
159003	07/14/2023	20338	Rio Seco Ag. LLC	Issued	\$494.99	Paper Check
159004	07/14/2023	20389	Mountain Desert Water LLC	Issued	\$924.30	Paper Check
159005	07/14/2023	20578	City Fence & Pipe	Issued	\$4,179.35	Paper Check
159006	07/14/2023	20611	Frontline Technologies	Issued	\$611.72	Paper Check
159007	07/14/2023	20763	Walsh Gallegos Trevino Russo & Kyle P.C.	Issued	\$33.50	Paper Check
159008	07/14/2023	20804	EP Techworks LLC	Issued	\$1,764.49	Paper Check
159009	07/14/2023	20812	Western States Fire Protection Co	Issued	\$3,500.00	Paper Check
159010	07/14/2023	20895	linde gas & equipment inc	Issued	\$24.33	Paper Check
159011	07/14/2023	20963	Martin Olivas	Issued	\$600.00	Paper Check
159012	07/14/2023	20987	Alvaro Elias	Issued	\$10,000.00	Paper Check
159013	07/14/2023	20994	Galls, LLC	Issued	\$2,274.64	Paper Check
159014	07/14/2023	20997	Ricardo Rangel	Issued	\$150.00	Paper Check

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159015	07/21/2023	10045	Baker Glass	Issued	\$2,545.49	Paper Check
159016	07/21/2023	10080	Ced-Triangle Electric -El Paso	Issued	\$84.04	Paper Check
159017	07/21/2023	10279	Govconnection, Inc.	Issued	\$2,775.00	Paper Check
159018	07/21/2023	10358	Hobby Lobby Stores	Issued	\$100.00	Paper Check
159019	07/21/2023	10361	Home Depot Credit Services	Issued	\$375.02	Paper Check
159020	07/21/2023	10601	Office Depot	Issued	\$1,470.72	Paper Check
159021	07/21/2023	10617	Pitneybowes	Issued	\$201.00	Paper Check
159022	07/21/2023	10817	Trane	Issued	\$2,968.48	Paper Check
159023	07/21/2023	10864	Walmart Community/Capital One	Issued	\$525.36	Paper Check
159024	07/21/2023	20022	Citibank	Issued	\$338.00	Paper Check
159025	07/21/2023	20022	Citibank	Issued	\$172.11	Paper Check
159026	07/21/2023	20022	Citibank	Issued	\$447.14	Paper Check
159027	07/21/2023	20022	Citibank	Issued	\$307.92	Paper Check
159028	07/21/2023	20022	Citibank	Issued	\$120.00	Paper Check
159029	07/21/2023	20022	Citibank	Issued	\$1,959.84	Paper Check
159030	07/21/2023	20022	Citibank	Issued	\$307.92	Paper Check
159031	07/21/2023	20022	Citibank	Issued	\$389.67	Paper Check
159032	07/21/2023	20022	Citibank	Issued	\$1,469.88	Paper Check
159033	07/21/2023	20022	Citibank	Issued	\$1,049.82	Paper Check
159034	07/21/2023	20022	Citibank	Issued	\$1,505.53	Paper Check
159035	07/21/2023	20022	Citibank	Issued	\$860.96	Paper Check
159036	07/21/2023	20022	Citibank	Issued	\$1,049.82	Paper Check
159037	07/21/2023	20022	Citibank	Issued	\$441.73	Paper Check
159038	07/21/2023	20022	Citibank	Issued	\$307.92	Paper Check
159039	07/21/2023	20022	Citibank	Issued	\$441.73	Paper Check
159040	07/21/2023	20022	Citibank	Issued	\$307.92	Paper Check

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159041	07/21/2023	20022	Citibank	Issued	\$307.92	Paper Check
159042	07/21/2023	20124	Time Warner Cable Texas LLC	Issued	\$840.00	Paper Check
159043	07/21/2023	20255	Mentru Enterprises	Issued	\$2,090.90	Paper Check
159044	07/21/2023	20297	The Sherwin Williams Company	Issued	\$463.91	Paper Check
159045	07/21/2023	20338	Rio Seco Ag. LLC	Issued	\$50.05	Paper Check
159046	07/21/2023	20607	Vistacon III, LLC	Issued	\$28,110.22	Paper Check
159047	07/21/2023	20662	Citibank	Issued	\$86.92	Paper Check
159048	07/21/2023	20699	Southwest Industrial Works	Issued	\$1,250.00	Paper Check
159049	07/21/2023	20791	Zayas Restaurant Group, Inc	Issued	\$205.93	Paper Check
159051	07/21/2023	20059	Subway	Issued	\$149.80	Paper Check
159052	07/21/2023	20010	LegalShield	Issued	\$80.71	Paper Check
159053	07/21/2023	20059	Subway	Issued	\$174.75	Paper Check
159054	07/21/2023	20010	LegalShield	Issued	\$80.71	Paper Check
159055	07/21/2023	20587	Bradley's Hardware Inc	Issued	\$10.99	Paper Check
159056	07/21/2023	10475	Jose Trinidad Vazquez	Issued	\$10.00	Paper Check
159057	07/21/2023	20059	Subway	Issued	\$143.31	Paper Check
159058	07/21/2023	20059	Subway	Issued	\$75.60	Paper Check
159059	07/21/2023	501136	Amanda Telles	Issued	\$204.00	Vendor Paper Check
159060	07/21/2023	20059	Subway	Issued	\$305.40	Paper Check
159061	07/21/2023	20059	Subway	Issued	\$69.90	Paper Check
159062	07/21/2023	20630	Grupo Carrillo Inc.	Issued	\$99.98	Paper Check
159063	07/21/2023	20714	Children's Home therapy specialists dba Villa Children's therapy	Issued	\$900.00	Paper Check
159064	07/21/2023	10089	Claims Administrative Services, Inc	Issued	\$4,419.14	Paper Check
159065	07/21/2023	20922	Ana Maria Quintero Munoz	Issued	\$232.50	Paper Check
159066	07/28/2023	10033	Apple, Inc.	21 Issued	\$105,277.00	Paper Check
159067	07/28/2023	10050	Barnes & Noble	Issued	\$4,455.75	Paper Check

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159068	07/28/2023	10080	Ced-Triangle Electric -El Paso	Issued	\$1,053.20	Paper Check	
159069	07/28/2023	10139	El Paso Electric Co.	Issued	\$21,566.18	Paper Check	
159070	07/28/2023	10361	Home Depot Credit Services	Issued	\$839.45	Paper Check	
159071	07/28/2023	10601	Office Depot	Issued	\$607.95	Paper Check	
159072	07/28/2023	10616	Peter Piper Pizza	Issued	\$400.00	Paper Check	
159073	07/28/2023	10870	Windstream	Issued	\$1,941.98	Paper Check	
159074	07/28/2023	20022	Citibank	Issued	\$57.50	Paper Check	
159075	07/28/2023	20022	Citibank	Issued	\$106.81	Paper Check	
159076	07/28/2023	20022	Citibank	Issued	\$87.88	Paper Check	
159077	07/28/2023	20169	El Paso County Water Improvement	Issued	\$5,832.11	Paper Check	
159078	07/28/2023	20255	Mentru Enterprises	Issued	\$888.65	Paper Check	
159079	07/28/2023	20297	The Sherwin Williams Company	Issued	\$3,156.80	Paper Check	
159080	07/28/2023	20301	El Paso County Tax Assessor-Coll	Void with Reissue	\$7.50	Paper Check	07/28/2023
159081	07/28/2023	20301	El Paso County Tax Assessor-Coll	Void with Reissue	\$7.50	Paper Check	07/28/2023
159082	07/28/2023	20301	El Paso County Tax Assessor-Coll	Void with Reissue	\$7.50	Paper Check	07/28/2023
159083	07/28/2023	20301	El Paso County Tax Assessor-Coll	Void with Reissue	\$7.50	Paper Check	07/28/2023
159084	07/28/2023	20578	City Fence & Pipe	Issued	\$1,973.10	Paper Check	
159085	07/28/2023	20657	Carpet Pile of TX	Issued	\$6,536.42	Paper Check	
159086	07/28/2023	20662	Citibank	Issued	\$292.15	Paper Check	
159087	07/28/2023	20662	Citibank	Issued	\$157.39	Paper Check	
159088	07/28/2023	20662	Citibank	Issued	\$370.57	Paper Check	
159089	07/28/2023	20762	Mexican American School Boards Members Association	Issued	\$1,800.00	Paper Check	
159090	07/28/2023	20791	Zayas Restaurant Group, Inc	Issued	\$60.83	Paper Check	
159091	07/28/2023	20810	T-Mobile USA Inc.	Issued	\$600.00	Paper Check	
159092	07/28/2023	20996	Classwork Co.	22 Issued	\$1,499.00	Paper Check	

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159093	07/28/2023	20987	Alvaro Elias	Issued	\$9,100.00	Paper Check
159094	07/28/2023	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
159095	07/28/2023	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
159096	07/28/2023	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
159097	07/28/2023	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
10002247	07/13/2023	20765	Commerce Bank	Issued	\$30,445.19	ACH
10002248	07/14/2023	20765	Commerce Bank	Issued	\$3,542.21	ACH
10002249	07/21/2023	20765	Commerce Bank	Issued	\$170.26	ACH
10002250	07/28/2023	20765	Commerce Bank	Issued	\$46,597.89	ACH
200001139	07/14/2023	10546	Lakeshore Learning Materials	Issued	\$142.47	Vendor Credit Card
200001140	07/14/2023	10649	Scholastic Book Fairs	Issued	\$1,342.27	Vendor Credit Card
200001141	07/14/2023	10669	Sonitrol Of El Paso	Issued	\$740.00	Vendor Credit Card
200001142	07/14/2023	10679	Spectrum Imaging	Issued	\$4,142.55	Vendor Credit Card
200001143	07/14/2023	20017	School Specialty Inc.	Issued	\$17,783.20	Vendor Credit Card
200001144	07/14/2023	20036	Johnstone Supply	Issued	\$4,387.15	Vendor Credit Card
200001145	07/14/2023	20265	4imprint, Inc.	Issued	\$214.08	Vendor Credit Card
200001146	07/14/2023	20288	School Mate	Issued	\$317.75	Vendor Credit Card
200001147	07/14/2023	20312	Service Supply	Issued	\$1,250.00	Vendor Credit Card
200001148	07/14/2023	20391	Ken Scholten dba KD Scholten Com	Issued	\$579.06	Vendor Credit Card
200001149	07/14/2023	20431	Teacher Created Material	Issued	\$11,492.91	Vendor Credit Card
200001150	07/14/2023	20470	O'Reilly Auto Enterprises LLC	Issued	\$2,317.67	Vendor Credit Card
200001151	07/14/2023	20551	Southern Tire Mart, LLC	Issued	\$149.00	Vendor Credit Card
200001152	07/14/2023	20597	El Paso Reprographics	Issued	\$612.50	Vendor Credit Card
200001153	07/14/2023	20635	Stewart & Stevenson LLC	Issued	\$583.34	Vendor Credit Card
200001154	07/21/2023	10027	Amerigas Propane, L.P.	Issued	\$1,739.94	Vendor Credit Card
200001155	07/21/2023	10669	Sonitrol Of El Paso	Issued	\$80.00	Vendor Credit Card

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200001156	07/21/2023	20470	O'Reilly Auto Enterprises LLC	Issued	\$317.43	Vendor Credit Card
200001157	07/28/2023	10105	Continental Termite & Pest Control,	Issued	\$1,130.00	Vendor Credit Card
200001158	07/28/2023	10672	Southern Computer Warehouse	Issued	\$1,895.00	Vendor Credit Card
200001159	07/28/2023	20036	Johnstone Supply	Issued	\$315.28	Vendor Credit Card
200001160	07/28/2023	20490	Blanco Ordonez Mata & Wallace P.	Issued	\$57.00	Vendor Credit Card
200001161	07/28/2023	20646	Park Place Publications, LP	Issued	\$489.00	Vendor Credit Card

**Total Checks:** 158

**Total Amount:** 421,824.44

<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Invoice Amount</u>	<u>Doc ID</u>
Citibank	INV208539299	06/30/2023	158991	07/14/2023	Zoom Subscription Renewal for Superintendent	199-41-6499-00-701-99-0-00	56.09	152416
Citibank	0919	07/09/2023	158992	07/14/2023	AVID Seattle - Hotel	199-13-6411-00-916-11-0-00	57.03	153445
Citibank	0919	07/09/2023	158992	07/14/2023	AVID Seattle - Hotel	281-13-6411-00-044-30-0-00	992.79	153445
Citibank	487631933	07/09/2023	158993	07/14/2023	2023 CTAT Summer Conference -hotel, flight and rental	199-11-6411-00-001-22-0-00	188.68	153527
Citibank	3W74H8	07/10/2023	158994	07/14/2023	ASCA Conference 2023 Flights Mrs. Beaney	255-31-6411-00-001-11-0-00	721.96	153542
Citibank	T93288917	09/06/2022	158995	07/14/2023	Toll fees	199-53-6411-00-953-99-0-00	8.95	87494
Citibank	1013	07/09/2023	158996	07/14/2023	AVID Seattle - Hotel	199-13-6411-00-916-11-0-00	57.03	153445
Citibank	1013	07/09/2023	158996	07/14/2023	AVID Seattle - Hotel	281-13-6411-00-044-30-0-00	992.79	153445
Citibank	237911	07/12/2023	158997	07/14/2023	ASCA Conference 2023	289-31-6411-00-999-30-0-00	479	153523
Citibank	111-8615380-0174664	07/14/2023	159024	07/21/2023	2023 TISD Convocation Decorations	211-61-6499-00-999-30-0-00	338	153580
Citibank	3651880138	06/28/2023	159025	07/21/2023	Interest charges	199-41-6499-00-750-99-0-00	172.11	88061
Citibank	1129	07/14/2023	159026	07/21/2023	ASCA Conference, registration, rental car, hotel and flight	199-13-6411-00-916-11-0-00	74.54	153524
Citibank	1129	07/14/2023	159026	07/21/2023	ASCA Conference, registration, rental car, hotel and flight	289-31-6411-00-999-30-0-00	372.6	153524
Citibank	803	07/18/2023	159027	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	199-13-6411-00-916-11-0-00	57.87	153600
Citibank	803	07/18/2023	159027	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	429-13-6411-06-999-11-0-00	250.05	153600
Citibank	2504573	07/21/2023	159028	07/21/2023	Catering for July Leadership	199-13-6499-00-916-11-0-00	120	153596
Citibank	4C3AAB	07/14/2023	159029	07/21/2023	Austin RBIS Training Flights for 7/18	429-13-6411-06-999-11-0-00	1,959.84	153566
Citibank	905	07/18/2023	159030	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	199-13-6411-00-916-11-0-00	57.87	153600
Citibank	905	07/18/2023	159030	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	429-13-6411-06-999-11-0-00	250.05	153600
Citibank	1134435258	07/13/2023	159031	07/21/2023	Golf Cart tires	199-23-6499-00-001-11-0-00	389.67	153446
Citibank	4BMVNL	07/14/2023	159032	07/21/2023	Austin RBIS Training Flights for 7/18	429-13-6411-06-999-11-0-00	1,469.88	153566
Citibank	2414	07/09/2023	159033	07/21/2023	AVID Seattle - Hotel	199-13-6411-00-916-11-0-00	57.03	153445
Citibank	2414	07/09/2023	159033	07/21/2023	AVID Seattle - Hotel	281-13-6411-00-044-30-0-00	992.79	153445
Citibank	3392888674	07/14/2023	159034	07/21/2023	ASCA Conference 2023 Hotel Mrs. Beaney	199-13-6411-00-916-11-0-00	568.18	153541
Citibank	3392888674	07/14/2023	159034	07/21/2023	ASCA Conference 2023 Hotel Mrs. Beaney	255-31-6411-00-001-11-0-00	937.35	153541
Citibank	2IJM2R	07/12/2023	159035	07/21/2023	ASCA Conference 2023	289-31-6411-00-999-30-0-00	860.96	153523
Citibank	1032	07/09/2023	159036	07/21/2023	AVID Seattle - Hotel	199-13-6411-00-916-11-0-00	57.03	153445
Citibank	1032	07/09/2023	159036	07/21/2023	AVID Seattle - Hotel	281-13-6411-00-044-30-0-00	992.79	153445
Citibank	804	07/18/2023	159037	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	199-13-6411-00-916-11-0-00	83.02	153600
Citibank	804	07/18/2023	159037	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	429-13-6411-06-999-11-0-00	358.71	153600
Citibank	904	07/18/2023	159038	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	199-13-6411-00-916-11-0-00	57.87	153600
Citibank	904	07/18/2023	159038	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	429-13-6411-06-999-11-0-00	250.05	153600
Citibank	809	07/18/2023	159039	07/21/2023	Hotel rooms for Austin RBIS training on 7/18	199-13-6411-00-916-11-0-00	83.02	153600

Citibank	809	07/18/2023	159039	07/21/2023	Hotel rooms for Austin RBIS training on 7/18 429-13-6411-06-999-11-0-00	358.71	153600
Citibank	903	07/18/2023	159040	07/21/2023	Hotel rooms for Austin RBIS training on 7/18 199-13-6411-00-916-11-0-00	57.87	153600
Citibank	903	07/18/2023	159040	07/21/2023	Hotel rooms for Austin RBIS training on 7/18 429-13-6411-06-999-11-0-00	250.05	153600
Citibank	805	07/18/2023	159041	07/21/2023	Hotel rooms for Austin RBIS training on 7/18 199-13-6411-00-916-11-0-00	57.87	153600
Citibank	805	07/18/2023	159041	07/21/2023	Hotel rooms for Austin RBIS training on 7/18 429-13-6411-06-999-11-0-00	250.05	153600
Citibank	510906541020222732189	07/20/2023	159074	07/28/2023	Misc. items for PD 199-41-6499-00-701-99-0-00	57.5	152403
Citibank	V2VTAUYP5R3Y88W68	07/19/2023	159075	07/28/2023	Misc. items for PD 199-41-6499-00-701-99-0-00	106.81	152403
Citibank	0722001063430719232	07/19/2023	159076	07/28/2023	Misc. items for PD 199-41-6499-00-701-99-0-00	87.88	152403
Citibank Sams Club	10083345896	07/18/2023	159047	07/21/2023	Supplies needed 199-21-6399-00-918-23-0-00	86.92	152558
Citibank Sams Club	925619534911376055099	07/20/2023	159086	07/28/2023	To purchase food items for BOY Teacher conference 461-23-6499-00-101-11-0-00	292.15	153522
Citibank Sams Club	10085388168	07/24/2023	159087	07/28/2023	Welcome back continental breakfast 461-23-6499-00-001-11-0-00	157.39	153584
Citibank Sams Club	10084849414	07/23/2023	159088	07/28/2023	Welcome back continental breakfast 461-23-6499-00-001-11-0-00	370.57	153584
						Total	<b>16,499.37</b>

Post Date	Year	Amount	Doc ID	System	Vendor ID	Vendor Name	Invoice Date	Paid Date	Check Number
6/22/2023	2023	-418.63	200001128	AP Check	20265	4imprint, Inc.		6/22/2023	200001128
6/22/2023	2023	-240.61	200001134	AP Check	20775	American Refrigeration Supplies, Inc		6/22/2023	200001134
6/9/2023	2023	-534.98	200001107	AP Check	10027	Amerigas Propane, L.P.		6/9/2023	200001107
6/22/2023	2023	-651.80	200001121	AP Check	10034	Arspec, Inc.		6/22/2023	200001121
6/22/2023	2023	-4500.00	200001133	AP Check	20647	AVID Center		6/22/2023	200001133
6/22/2023	2023	-3701.50	200001132	AP Check	20490	Blanco Ordonez Mata & Wallace P.C.		6/22/2023	200001132
6/16/2023	2023	-1402.05	200001114	AP Check	10070	C & M Plaque & Trophy Inc.		6/16/2023	200001114
6/9/2023	2023	-475.00	200001108	AP Check	10105	Continental Termite & Pest Control,		6/9/2023	200001108
6/16/2023	2023	-486.26	200001115	AP Check	10221	Flinn Scientific, Inc.		6/16/2023	200001115
6/22/2023	2023	-441.33	200001126	AP Check	20036	Johnstone Supply		6/22/2023	200001126
6/9/2023	2023	-270.25	200001113	AP Check	20036	Johnstone Supply		6/9/2023	200001113
6/22/2023	2023	-9.98	200001131	AP Check	20470	O'Reilly Auto Enterprises LLC		6/22/2023	200001131
6/9/2023	2023	-548.74	200001110	AP Check	10620	Positive Promotions		6/9/2023	200001110
6/16/2023	2023	-748.25	200001118	AP Check	20288	School Mate		6/16/2023	200001118
6/16/2023	2023	-115.45	200001117	AP Check	20017	School Specialty		6/16/2023	200001117
6/16/2023	2023	-3764.24	200001117	AP Check	20017	School Specialty		6/16/2023	200001117
6/22/2023	2023	-2137.93	200001130	AP Check	20312	Service Supply		6/22/2023	200001130
6/2/2023	2023	-1563.50	200001102	AP Check	10669	Sonitrol Of El Paso		6/2/2023	200001102
5/26/2023	2023	-2084.00	200001092	AP Check	10669	Sonitrol Of El Paso		5/26/2023	200001092
6/22/2023	2023	-3240.00	200001125	AP Check	10679	Spectrum Imaging		6/22/2023	200001125
6/9/2023	2023	-235.00	200001111	AP Check	10707	TASBO		6/9/2023	200001111
6/9/2023	2023	-170.26	200001112	AP Check	10859	Verizon Wireless		6/9/2023	200001112
6/22/2023	2023	-659.96	200001129	AP Check	20286	Vex Robotics		6/22/2023	200001129
6/22/2023	2023	-1359.30	200001127	AP Check	20135	William V. MacGill & Co		6/22/2023	200001127
6/9/2023	2023	-686.17	200001109	AP Check	10603	Oriental Trading Co., Inc.		6/9/2023	200001109
6/22/2023	2023	-1150.90	200001122	AP Check	10070	C & M Plaque & Trophy Inc.		6/22/2023	200001122
6/29/2023	2023	-774.32	200001135	AP Check	10342	Herff Jones		6/29/2023	200001135
6/16/2023	2023	-368.99	200001116	AP Check	10308	Guitar Center		6/16/2023	200001116
3/30/2023	2023	-1248.00	200001012	AP Check	20645	Terralogic Document Systems Inc.		3/30/2023	200001012
7/14/2023	2023	-214.08	200001145	AP Check	20265	4imprint, Inc.		7/14/2023	200001145
7/14/2023	2023	-612.50	200001152	AP Check	20597	El Paso Reprographics		7/14/2023	200001152
7/14/2023	2023	-501.02	200001144	AP Check	20036	Johnstone Supply		7/14/2023	200001144

7/14/2023	2023	-3886.13	200001144 AP Check	20036 Johnstone Supply	7/14/2023	200001144
6/29/2023	2023	-1283.94	200001138 AP Check	20036 Johnstone Supply	6/29/2023	200001138
7/14/2023	2023	-579.06	200001148 AP Check	20391 Ken Scholten dba KD Scholten Company	7/14/2023	200001148
7/14/2023	2023	-142.47	200001139 AP Check	10546 Lakeshore Learning Materials	7/14/2023	200001139
7/14/2023	2023	-2317.67	200001150 AP Check	20470 O'Reilly Auto Enterprises LLC	7/14/2023	200001150
7/14/2023	2023	-1342.27	200001140 AP Check	10649 Scholastic Book Fairs	7/14/2023	200001140
7/14/2023	2023	-317.75	200001146 AP Check	20288 School Mate	7/14/2023	200001146
7/14/2023	2023	-17783.20	200001143 AP Check	20017 School Specialty	7/14/2023	200001143
7/14/2023	2023	-1250.00	200001147 AP Check	20312 Service Supply	7/14/2023	200001147
7/14/2023	2023	-149.00	200001151 AP Check	20551 Southern Tire Mart, LLC	7/14/2023	200001151
7/14/2023	2023	-298.59	200001142 AP Check	10679 Spectrum Imaging	7/14/2023	200001142
7/14/2023	2023	-3729.78	200001142 AP Check	10679 Spectrum Imaging	7/14/2023	200001142
7/14/2023	2023	-114.18	200001142 AP Check	10679 Spectrum Imaging	7/14/2023	200001142
7/14/2023	2023	-583.34	200001153 AP Check	20635 Stewart & Stevenson LLC	7/14/2023	200001153
7/14/2023	2023	-11492.91	200001149 AP Check	20431 Teacher Created Material	7/14/2023	200001149
6/29/2023	2023	-170.26	200001137 AP Check	10859 Verizon Wireless	6/29/2023	200001137
		-80755.55				

**2023-2024  
Budget Adoption**

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**August 30, 2023**



# Budgets Presented for Adoption

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**Child Nutrition Services  
Fund 101**



**General Fund  
Funds 181, 197 & 199**



**Debt Service  
Fund 599**

# Budget Process & Requirements

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## PROCESS

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- Superintendent shall prepare the proposed budget on or before August 20.
- The President of the Board of Trustees must call a public meeting giving at least 10 days notice to the community but no more than 30 days notice.
- The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the succeeding fiscal year.

## REQUIREMENTS

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- The District's budget shall be approved before September 1<sup>st</sup>.
- Funds must not be expending in any manner other than as provided for the adopted budget.
- Funds may not be expended prior to adoption of the budget.
- Budget must legally be adopted before the adoption on the tax rate
- Budget must be posted on the District's website and shall remain posted for three years.

## Mission

Tornillo ISD mission is empowering our learning community to live their purpose by honoring values and beliefs for holistic postsecondary journey.

## Vision

Believe we can succeed; with pride we will achieve.

## Lone Star Governance Goals

1. Students performing at the Meets Grade Level Standard on STAAR Reading grade 3rd – 8th, EOC English I & English II will increase from 28% to 46% by 2024.
2. Students performing at the Meets Grade Level Standard on STAAR Math grades 3rd – 8th and EOC Algebra 1 will increase from 35% to 50% by 2024.
3. Students graduation college, career, and military ready will increase from 78% in 2019 to 90% by 2024.

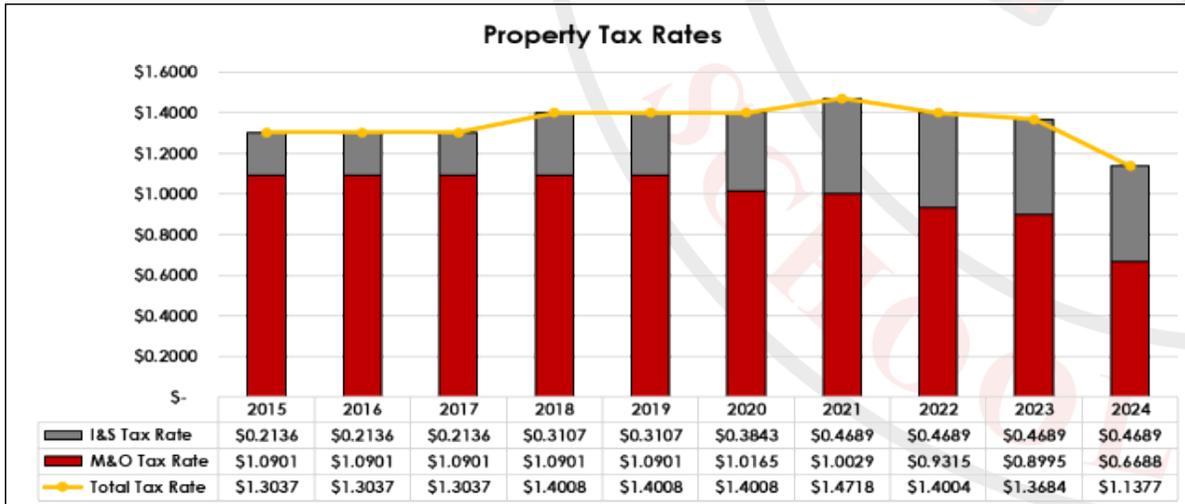
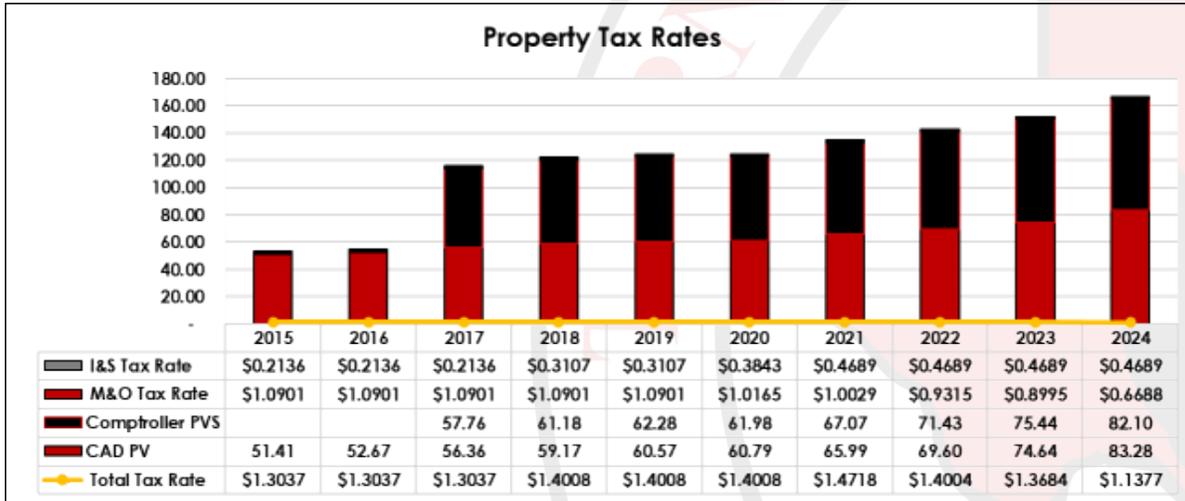


# Budget Development & Timeline

# FUNDING ELEMENTS

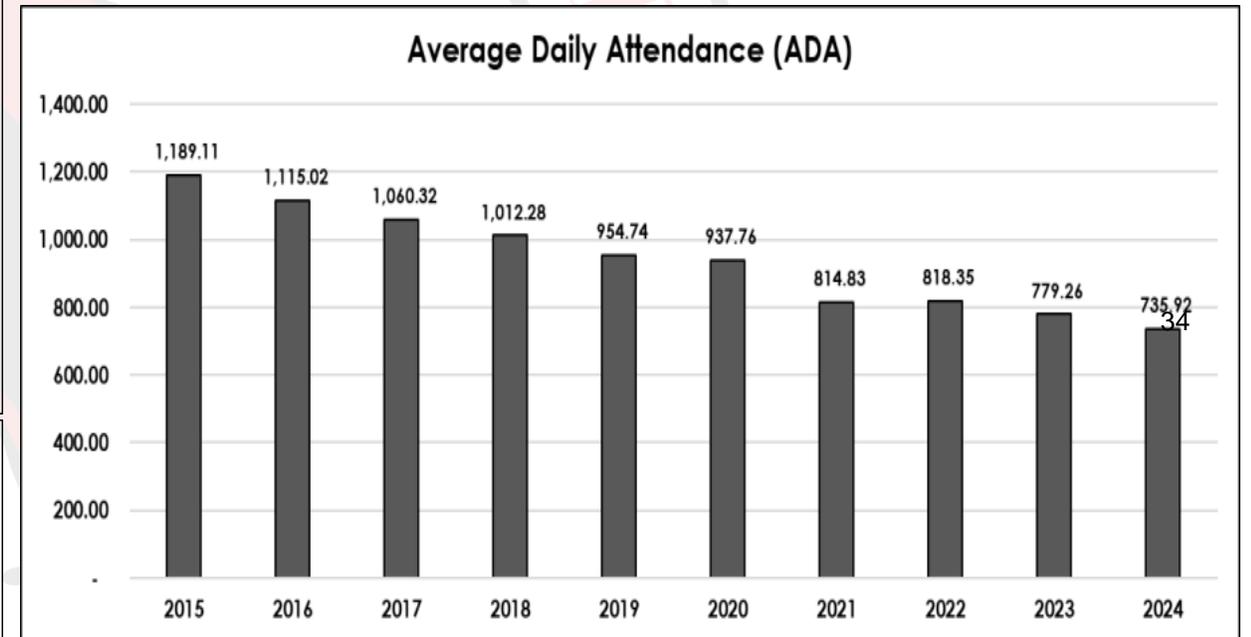
## Local Tax Effort

Property Tax Rate Assessed  
Assessed Property Value by Central Appraisal District



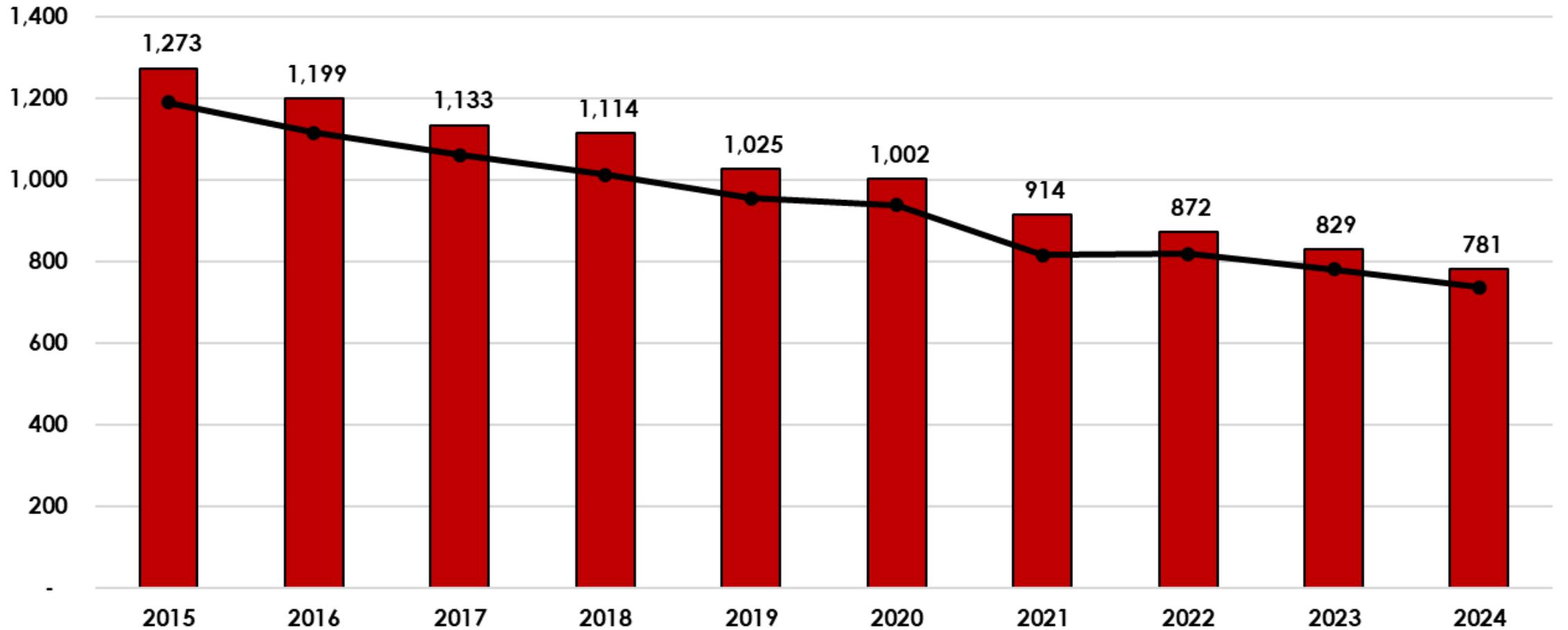
## State Funding

Average Daily Attendance (ADA)  
Tax Collections  
Assessed Property Values by State Comptroller's Value  
Property Tax Rate Assessed by District



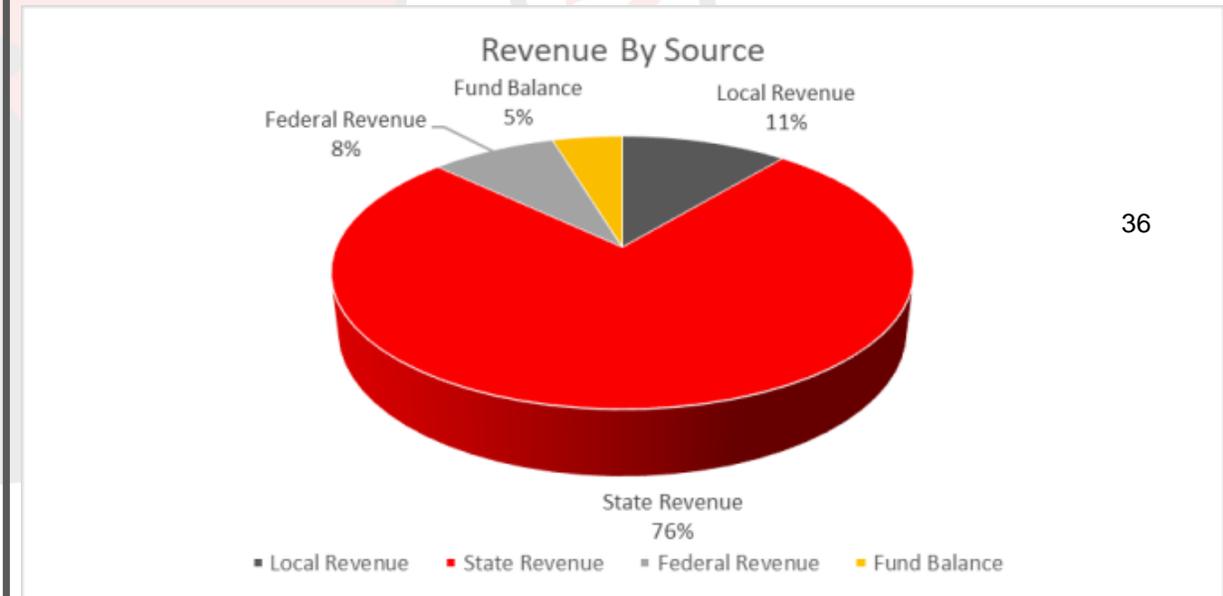
# Projected Enrollment & ADA

Enrollment & ADA



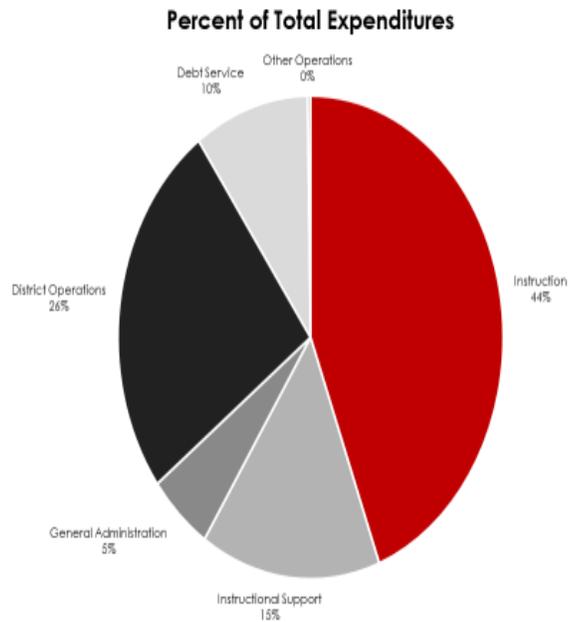
# Revenue Estimates

Sources	2022-2023 Adopted	2023-2024 Proposed	Difference
Local Revenue	\$ 1,481,191	\$ 1,483,900	\$ (2,709)
State Revenue	\$ 11,449,549	\$ 10,216,455	\$ 1,233,094
Federal Revenue	\$ 1,125,900	\$ 1,119,200	\$ 6,700
Fund Balance	\$ -	\$ 624,372	\$ (624,372)
	\$ 14,056,640	\$ 13,443,927	\$ 612,713



Note: Year to year difference in state funding is attributed to decline in enroll by approximately 64 students \$960,000.

# Expenditure Estimates



Uses	2022-2023	2023-2024	Difference
	Adopted	Proposed	
Instruction	\$ 6,217,145	\$ 5,942,554	\$ 274,591
Instructional Support	\$ 1,946,483	\$ 2,026,854	\$ (80,371)
General Administration	\$ 916,287	\$ 721,506	\$ 194,781
District Operations	\$ 3,594,694	\$ 3,427,215	\$ 167,479
Debt Service	\$ 1,301,031	\$ 1,291,798	\$ 9,233
Other Operations	\$ 81,000	\$ 34,000	\$ 47,000
	\$ 14,056,640	\$ 13,443,927	\$ 612,713

# 2023 – 2024 Proposed Budget

## Sources

5700 Local and Intermediate Sources	\$ 1,483,900
5800 State Program Revenue	10,216,455
5900 Federal Program	1,119,200
<b>Total Revenues</b>	<b>\$ 12,819,555</b>
Fund Balance	624,372
<b>Total Sources</b>	<b>\$ 13,443,927</b>

## Uses

11	Instruction	\$ 5,484,706
12	Instruction Resources & Media Services	168,755
13	Curriculum & Instructional Staff Development	289,094
21	Instructional Leadership	101,740
23	School Leadership	754,145
31	Guidance, Counseling & Evaluation Services	291,323
32	Social Work	-
33	Health Services	176,623
34	Student Transportation	296,254
35	Food Services	813,000
36	Extracurricular Activities	406,768
41	General Administration	721,506
51	Facilities Maintenance & Operations	1,663,220
52	Security & Monitoring Services	417,030
53	Data Processing Services	533,965
61	Community Services	12,000
71	Debt Service	1,291,798
99	Other Governmental Charges	22,000
	<b>Total Uses</b>	<b>\$ 13,443,927</b>

Function 41 includes \$10,300 in object code 6491 – Statutorily Required Public Notices to publish all statutorily required public notices in the newspaper. A portion of the membership dues paid, approximately \$3,500., by the District is used to directly or indirectly influence or attempt to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code.

# 2023 – 2024 Fund Balance Recap

Fund Balance Recap		
State Revenues loss 64 students @15K	\$	960,000
Tax Compression	\$	240,000
Cost savings of closing elementary copiers, electric, water, custodial supplies, maintenance,	\$	(130,075)
New positions: 1 Bus driver, 1 Assistant Principal, 1 Campus Secretary	\$	208,365 <sub>39</sub>
Remove positions through Attrition: 1 Principal, 8 teachers, 1 campus clerk, 1 instructional aide, 1 counselor and 1 Security	\$	(793,918)
Funding SRO (Placencia) and new SRO starting January 2024	\$	140,000
	\$	624,372

# Proposed Budget by Category

## TORNILLO ISD 2023-2024 Proposed Budget

		6100	6200	6300	6400	6500	
		Payroll	Contracted	Supplies &	Other	Debt	
Campus/Department		Costs	Services	Materials	Operating	Service	Total
001	Tomillo High School	\$ 2,412,686	\$ 228,800	\$ 97,758	\$ 91,748		\$ 2,830,992
041	Tomillo Junior High School	1,141,697	13,700	45,153	13,840		1,214,390
044	Tomillo Intermediate School	2,694,428	16,300	111,056	16,300		2,838,084
101	Tomillo Elementary	-	-	-	-		-
699	Summer School	70,000				-	70,000
<b>Campus Subtotal</b>		<b>\$ 6,318,811</b>	<b>\$ 258,800</b>	<b>\$ 253,967</b>	<b>\$ 121,888</b>	<b>\$ -</b>	<b>\$ 6,953,466</b>
701	Superintendent	\$ 129,033	\$ 3,900	\$ 2,207	\$ 13,000		\$ 148,140
702	Board of Trustees		6,105	5,095	18,000		29,200
703	Tax Collections		22,000				22,000
727	Human Resources	90,922	10,400	4,500	10,470		116,292
750	Finance Services	257,772	78,000	19,000	43,102		397,874
901	Child Nutrition Services	69,652	5,400	210,004	3,000		288,056
902	Child Nutrition Services	161,805	-	-	-		161,805
903	Child Nutrition Services	108,902	6,300	199,500	6,000		320,702
909	Child Nutrition Services	8,000					8,000
916	Curriculum & Instruction	192,184	-	1,500	13,000		206,684
918	Special Education	86,952	48,400	3,200	5,400		143,952
933	Wellness Services	151,699	650	4,774	4,500		161,623
934	Transportation	213,704	20,400	44,150	(4,000)		274,254
951	Maintenance Operations	396,430	443,000	131,000	212,000		1,182,430
952	Security Services	185,830	132,500	19,200	1,500		339,030
953	Information Technology	299,965	146,100	104,900	9,500		560,465
999	Districtwide	63,071	3,750	251,900	19,434	1,291,798	1,629,953
<b>Department Subtotal</b>		<b>\$ 2,415,922</b>	<b>\$ 926,905</b>	<b>\$ 1,000,930</b>	<b>\$ 354,906</b>	<b>\$ 1,291,798</b>	<b>\$ 5,990,461</b>
TRS on-Behalf		\$ 500,000	\$ -	\$ -	\$ -	\$ -	\$ 500,000
<b>Totals</b>		<b>\$ 9,234,733</b>	<b>\$ 1,185,705</b>	<b>\$ 1,254,897</b>	<b>\$ 476,794</b>	<b>\$ 1,291,798</b>	<b>\$ 13,443,927</b>

2023-2024 Proposed FTE					
Positions	THS	TJH	TIS	District	Total
Teachers	22	11	24	1	58
Instructional Aides	5	2	11	0	18
Library Aides	1	0	1	0	2
Librarian	0	0.5	0.5	0	1
Campus Secretary	2	0	1	0	3
Campus Clerk	1	1	1	0	3
Custodians	6	2	6	1	15
Assistant Principals	1	1	1	0	3
Principal	1	0	1	0	2
Counselor	1	1	1	0	3
CTE Coordinator	1	0	0	0	1
Child Nutrition Services	5	5	3	1	14
Instructional Specialist	0	0	1	0	1
Superintendent-Secretary	0	0	0	1	1
Superintendent	0	0	0	1	1
Human Resources	0	0	0	2	2
Peims Coordinator	0	0	0	1	1
Finance Services	0	0	0	4	4
Special Education	0	0	0	0.4	0.4
Wellness	0	0	0	3	3
Transportation	0	0	0	4	4
Maintenance & Operator	0	0	0	9	9
Security Services	0	0	0	7	7
Technology	0	0	0	6	6
	<b>46</b>	<b>23.5</b>	<b>51.5</b>	<b>41.4</b>	<b>162.4</b>

Federally Funded Positions		
Positions	FTE	
F - Instructional Specialist	4	Title I Part A
Parent Liaison	1	Title I Part A
Speech Therapist	1	IDEA B
Diagnostician	0.6	IDEA B
SPED Case Worker	1	IDEA B
Attendance Officer	1	ESSER III
Instructional Specialist	1	ESSER III
Instructional Specialist	2	TCLAS
Adult Education	1	TCLAS
	<b>12.6</b>	

**Positions  
& FTEs**

# Federal Funds Year to Year Comparison

Entitlements	2023 Final	2024 Planning	Change
Title I, Part A Improving Basic Programs	483,329	475,313	(8,016)
Title II, Teacher Training & Recruitment	59,518	55,003	(4,515)
Titel III, English Language Acquisition	51,717	48,164	(3,553)
IDEA-B, Formula	155,054	151,264	(3,790)
IDEA-B, Preschool	811	881	70
Perkins V	16,617	15,257	(1,360)
Titel IV, Part A Student Support	35,287	37,566	2,279
Title V, Part B Rural Low Income School	22,590	22,590	-
ESSER III	4,048,624	continues	-
ESSERII	1,802,125	closed	-
ESSER I	442,631	closed	-
ARP Homeless	14,679	continues	-
TCLAS ESSER III	2,072,700	continues	-
TCLAS HIGH QUALITY AFTERSCHOOL	782,500	continues	-
School Action Fund	725,000	continues	-
TCLAS GR	688,083	continues	-
IDEA B ARP Formula	44,785	closed	-
IDEA B ARP Preschool	1,829	closed	-
<b>Federal Funding</b>	<b>11,447,879</b>	<b>806,038</b>	<b>(18,885)</b>



# Public Hearing Tax Rates 2023 – 2024

August 30, 2023



# FY 2023-2024 Property Tax Adoption

Published notice of public hearing in The West Texas Courier on August 17, 2023.

Published intent to adopt the following tax rates:

- Maintenance and Operations Tax Rate of \$0.6688
- Interest and Sinking Fund Tax Rate of \$0.4689
- **Total Tax Rate of \$ 1.137700 per every \$100 valuation**

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

The Tornillo Independent School District will hold a public meeting at 5:30 P.M. on Tuesday, August 30, 2023 in in the W.E. Neill Service Center, 19210 Cobb Avenue, Tornillo, Texas 79853. **The purpose of this meeting is to discuss the school district's budget that will determine the tax rate that will be adopted. Public participation in the discussion is invited.**

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

45

**Maintenance Tax** \$0.668800/\$100 (Proposed rate for maintenance and operations)

**School Debt Service Tax**

**Approved by Local Voters** \$0.468900/\$100 (Proposed rate to pay bonded indebtedness)

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

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

<b>Maintenance and Operations</b>	4.61%	Decrease
<b>Debt Service</b>	0.94%	Decrease
<b>Total Expenditures</b>	4.27%	Decrease

## What are Property Taxes?

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- Taxes paid by the local community to schools, streets, police, fire protection, and many other services depending on the governmental entity levying the tax.
- Taxes paid are used to pay staff salaries, purchase supplies, materials & equipment, provide transportation and utilities and renovate or construct school buildings.

## Two Components

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Maintenance & Operations (M&O)



Interest & Sinking (I&S)

# Proposed Tax Rates

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23

24

## Maintenance & Operations

\$0.6688 p/every hundred valuation

## Interest & Sinking

\$0.4689 p/every hundred valuation

## COMBINED TAX RATE

**\$1.1377**

Avg. Home Taxable Value: \$434

School District Tax Rate: \$1.1377

### Calculation

$$\$434 / \$100 \times \$1.1377 = \$4.93$$

### Breakdown

$$\text{M\&O} - \$0.6688 = \$2.90$$

$$\text{I\&S} - \$0.4689 = \$2.03$$

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

	<u>Last Year</u>	<u>This Year</u>
Average Market Value of Residences	\$ 89,421	\$ 100,434
Average Taxable Value of Residences	\$ ,49,421	\$ 434
Last Year's Rate Versus Proposed Rate per \$100 Value	\$ 1.3684	\$ 1.1377
Taxes Due on Average Residence	\$ 676.28	\$ 4.93
Increase (Decrease) in Taxes		\$ -671.35

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

Note: Proposed rate of \$1.1377 is less than published rate of \$1.161538. At the proposed rate decrease in taxes would be \$(671.35)

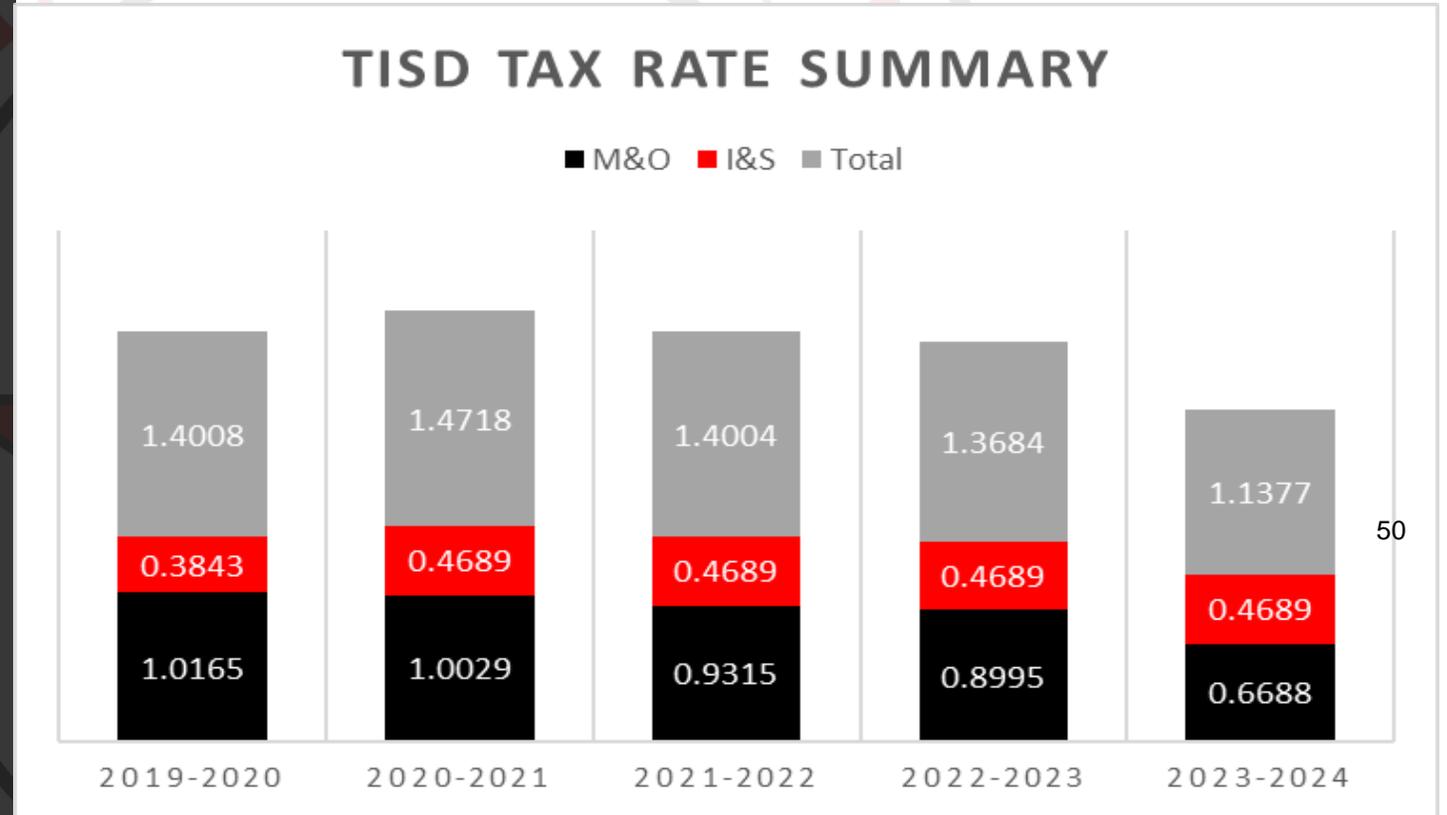
# Proposed Rate Tax Calculation

# No-New-Revenue Tax Rate (NNR)

- It is the tax rate that produces the same property tax revenue in the coming year as the prior year if applied to the same properties (taxed in both years). When appraisal values increase, the NNR tax rate should decrease.
- It is not the tax rate that would allow the district to maintain total revenue per student compared to the prior year. Why? It ignores state aid and recapture offsets.
- Tornillo ISD Voter Approval Tax Rate - \$1.161538.
- Tornillo ISD No-New-Revenue Tax Rate - \$1.129195.
- The property tax rate increased by the adoption of a tax rate of \$1.1377, which is effectively a 0.75 percent increase in the tax rate. This year's tax rate to fund maintenance and operations expenditures does not exceed last year's maintenance and operation tax levy.

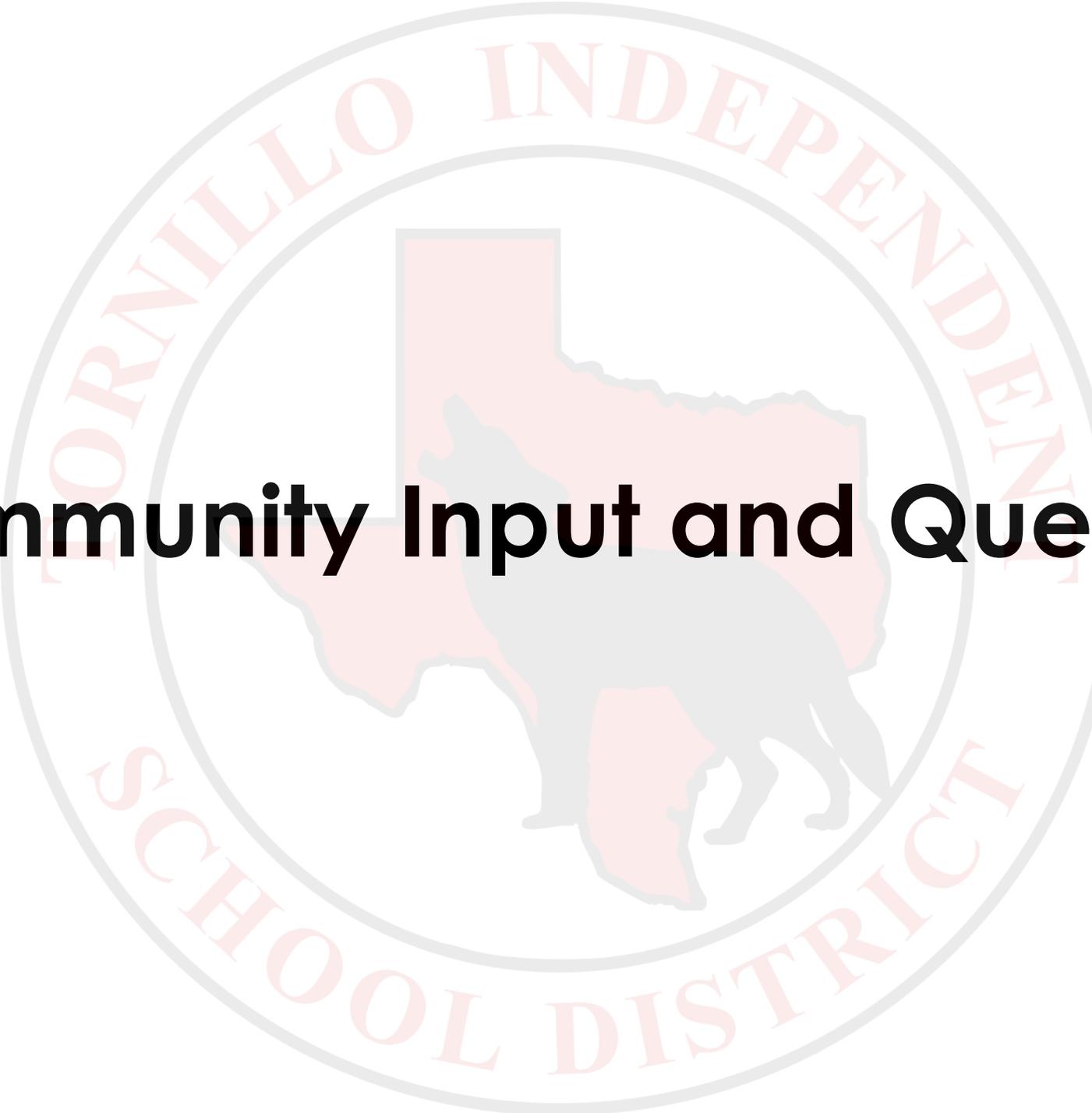
Source: Texas Association of School Business Officials (TASBO)

# TISD TAX RATE HISTORY



# Proposed Tax Rates Compariso n

District	2024			2023		
	M&O Tax Rate	I&S Tax Rate	Total Tax Rate	Tax Rate Change		
Socorro	\$ 0.855	\$ 0.395	\$ 1.250	\$ 1.250	\$ (0.000)	
Anthony	\$ 0.736	\$ 0.194	\$ 0.930	\$ 0.986	\$ (0.056)	
San Elizario	\$ 0.823	\$ 0.170	\$ 0.993	\$ 1.053	\$ (0.060)	
Tornillo	\$ 0.669	\$ 0.469	\$ 1.138	\$ 1.368	\$ (0.230)	
Clint	\$ 0.758	\$ 0.380	\$ 1.138	\$ 1.323	\$ (0.186)	
Canutillo	\$ 0.761	\$ 0.360	\$ 1.121	\$ 1.303	\$ (0.183)	
Fabens	\$ 0.791	\$ 0.332	\$ 1.123	\$ 1.338	\$ (0.215)	
Ysleta	\$ 0.826	\$ 0.455	\$ 1.281	\$ 1.459	\$ (0.178)	
El Paso	\$ 0.826	\$ 0.311	\$ 1.137	\$ 1.314	\$ (0.177)	

The logo for Fornillo Independent School District is a circular emblem. It features a central map of Texas in a light red color. Overlaid on the map is a dark grey silhouette of a longhorn. The words "FORNILLO INDEPENDENT" are written in a light red, serif font along the top inner edge of the circle, and "SCHOOL DISTRICT" is written along the bottom inner edge.

# Community Input and Questions



# TORNILLO INDEPENDENT SCHOOL DISTRICT

Finance Services

## MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Budget Adoption 2023-2024  
Date: August 30, 2023

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Dear Board of Trustees and Community,

Attached is the 2023-2024 Fiscal Year Proposed Budget.

I am pleased to submit the Tornillo Independent School District's proposed annual operating budget for the fiscal year commencing September 1, 2023 and ending August 31, 2024. The budget was prepared in accordance with all applicable laws and regulations.

The Board of Trustees is responsible for approving the General Fund Budget (Fund 199), Interest and Sinking Budget (Fund 599), and the Food Service Budget (Fund 101). The Board of Trustees adopted goals to support the district's mission to educate and empower students to thrive in their postsecondary journey by providing an innovative, nurturing culture of high expectations through collaboration of its stakeholders while maximizing resources. The budget presented today encompasses and reflects those efforts. Direct instruction budgeted expenses make up for **48.88%** of the general fund budget and **40.63%** of the total budget.

Declining enrollment continues to be a reality and challenge for Tornillo ISD. Approximately 83% of the District's revenues are received from state program revenues. While administration has proposed a balanced budget for the 2023-2024 fiscal year, the Board of Trustees and Administration should continue to work strategically to maximize resources.

The district's 2023-2024 Proposed Budget is aligned to support the Board's and Administration goals to improve student outcomes.

**TORNILLO INDEPENT SCHOOL DISTRICT**

**ORDINANCE ADOPTING TX RATE  
FOR 2023-2024 SCHOOL YEAR**

**1. RECITALS**

The School District has a fiscal year commencing September 1 and ending August 31.

The School District has received the certified appraisal of property value within the School District from the El Paso County Central Appraisal District.

The Board of Trusteed has published the Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public meeting on the budget and proposed tax rate.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Trustees of the Tornillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per \$100.00 of valuation of property in the School District for the school year 2022-2023 shall be \$0.6688.
3. The Interest and Sinking Tax Rate per \$100 of valuation of property in the School District for the school year 2022-2023 shall be \$0.4689.
4. The Total Tax Rate for the 2023-2024 school year shall be \$1.1377.
5. THIS TAX RATE WILL NOT RAISE MORE TAXES FOR MAINTANENCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

**APPROVED AND ADOPTED** on August 30, 2023.

---

MARLENE BULLARD  
PRESIDENT, BOARD OF TRUSTEES

**ATTEST:**

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OFELIA BOSQUEZ  
SECRETARY, BOARD OF TRUSTEES



# MEMORANDUM

**To:** Board of Trustees  
**From:** Tornillo PreK-8 and Tornillo High School Administration  
**Subject:** Acquisition of TI-Nspire calculator  
**Date:** August 17, 2023

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## **RATIONALE:**

Tornillo PreK-8 and Tornillo High School plan to acquire 220 Texas Instruments TI-Nspire calculators (150 for Tornillo HS and 70 for Tornillo PreK-8) to update the current technological equipment to be used in mathematics, and science classes. This equipment will also be utilized for high stakes testing such as STAAR/EOC and TSI.

## **BUDGET IMPACT:**

\$31,458.90 disbursed from EMAT technological equipment. We have an EMAT reserve of \$24,903.33 missing \$6,555.57, however EMAT only allows disbursements per unit. A disbursement was requested for 5 teacher pack units (50 calculators) totaling \$7,149.75.

## **ADMINISTRATIVE RECOMMENDATION:**

Tornillo High School and Tornillo Pre-K-8 Administration is recommending the Board of Trustees approve the acquisition of 220 TI-Nspire calculators to update the current technological equipment.



**Disbursement Summary  
Technological Equipment**

County District : 071908 TORNILLO ISD  
Transaction ID: D000239572  
Last Updated By Luis Garcia 08/16/2023 03:03:27

School Year : 2023-2024  
Status : Submitted  
Total : \$7,149.75

<b>Calculators</b>		<b>\$7,149.75</b>
Grade Level	6-12	
Manufacturer Name	Texas Instruments	
Model	TI-Nspire CX II	
Primary Use	Mathematics	
Product Description	Texas Instruments TI-Nspire CX II EZ-Spot Teacher Pack (10 Calculators)	
Assistive Technology	No	
Qty	5	

---



***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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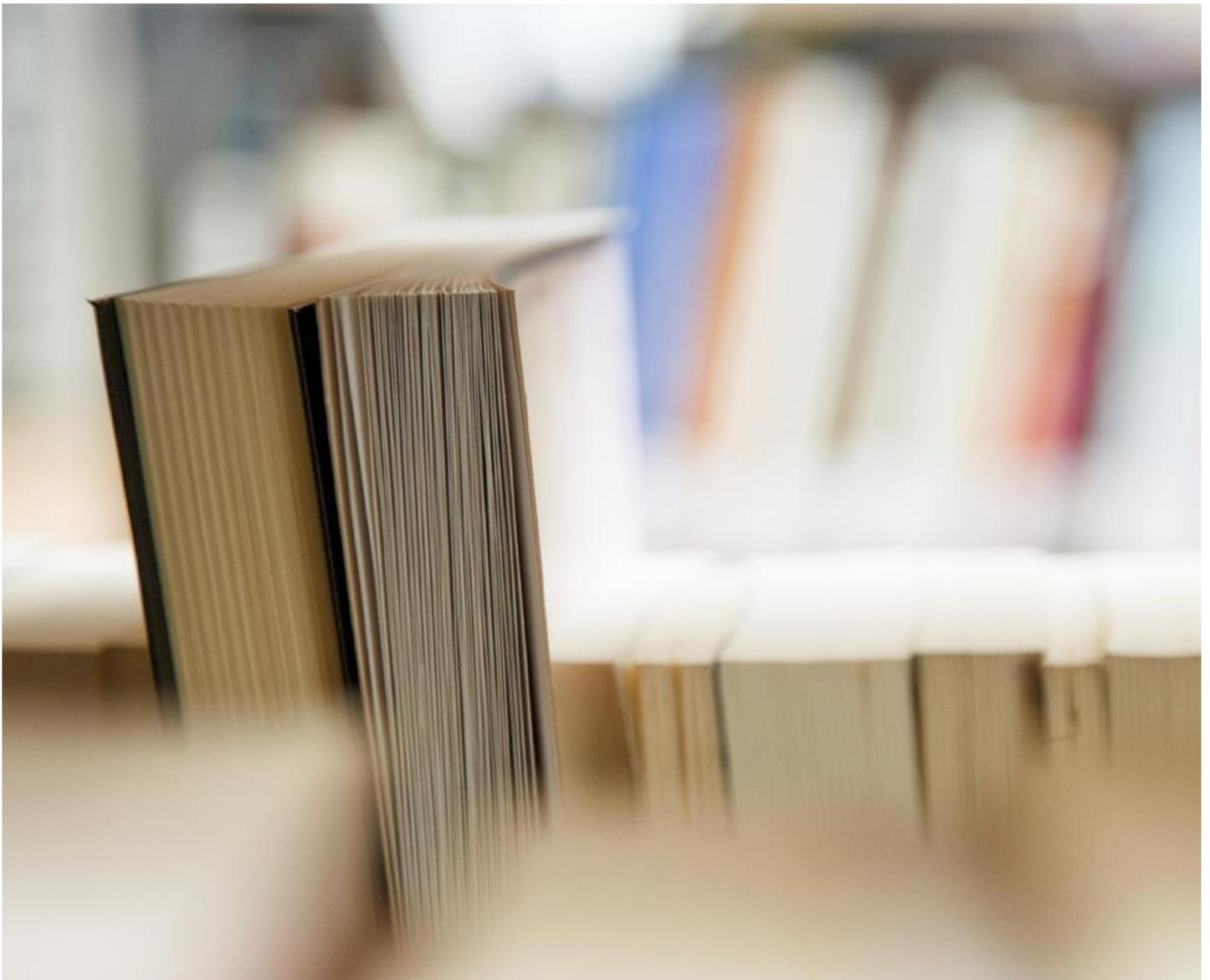
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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



Tornillo Independent School District  
From : Complete Office Technologies Inc

## About Complete Office Technologies Inc,

The company was built on the idea that customer service, upon delivery of new equipment, is paramount to the success of our relationship. Delivering a copier and then connecting it to the network is just the beginning. We believe that continued **training** is a critical part of our business function.

Our team continuously strives to integrate our values in our day-to-day business interactions. As a growing women-owned locally business in El Paso, we realize that our support of each customer is critical to our reputation and future success.

However, we find it important to elaborate why a business relationship between Tornillo ISD and Complete Office Technologies is a great fit. Our team, being members of communities such as Clint, Fabens, and Socorro, understand that our clients value and rely on our team's communication, professionalism, dependability, and reliability of the products we offer.

Maria Ochoa, Owner, and Business Leader of Complete Office Technologies gained extensive knowledge through her 27+ years within this industry. Her experience includes working for a local dealership, as well as a manufacturer managing the public sector accounts such as all El Paso ISD's, City, County, Ft Bliss. This combination allowed Maria a unique perspective in providing customer service.

Maria surrounded herself with a technical support team that's been in the industry since the equipment was analog stand-alone copiers to now digital multifunction machines. These qualified technicians constantly are being trained and certified by the manufacture, for every product we offer making sure they stay up to date with all firmware updates, knowledge of equipment we offer being crossed trained to be able to provide our clients best customer service.

Technicians assigned to Tornillo; Roberto Estrada graduate of Socorro started working on copiers in 1983. He is trained in single functions to production multifunction devices, as well as other products we offer. Armando Hernandez graduated from Fabens and started in the industry in 2001 also trained to work on all devices, software solutions, and IT support.

We chose to become an authorized dealer and represent Sharp Electronics products. Why? Sharp was founded in 1912 and is a Global technology leader with global resources financially stable with the financial backing of Foxconn. Sharp has received prestigious awards for product line of the year, recognized by Sourcewell Legendary Leadership Award and most recently 2022 best manufacturer, many other awards. Sharp's support to its dealers is outstanding with them always working side by side to assist in every account no matter the size of the account. Having the support of our manufacturers is key to our success.



## Our Proposal

Complete Office Technologies, Inc (Texas) is proposing Sharp Advance Color A3 Series Multifunction Devices. Texas BuyBoard Pricing contract # The proposal includes the following machines and accessories.

### PRICING SUMMARY

Central Office	Model	36 Mo Lease	48 Mo Lease	CPC Color
Admin	BP-70C65	\$ 293.39	\$ 285.94	
<b>Intermediate</b>				
Library	MX-B427PW	\$ 33.90	\$ 24.56	
Elementary Café	MX-B427W	\$ 40.90	\$ 31.56	
Teacher Workroom	BP-70C65	\$293.39	\$285.94	
		<b>\$ 368.19</b>	<b>\$ 342.06</b>	
<b>Junior High</b>				
Admin Office	BP-70C55	\$ 252.28	\$230.62	
Library	MX-B427PW	\$33.90	\$24.56	
Teacher Work Room	BP-70C65	\$293.39	\$285.94	
		<b>\$ 579.57</b>	<b>\$ 541.12</b>	
<b>High School</b>				
Admin Office	BP-70C65	\$ 293.39	\$ 285.94	
Library	MX-B427PW	\$ 33.90	\$ 24.56	
Teacher workroom	BP-70C55	\$ 252.28	\$ 230.94	
Teacher workroom	BP-70C55	\$ 252.28	\$ 230.94	
Computer Lab	MX-427PW	\$ 33.90	\$ 24.56	
Library 2	BP-70C55	\$ 252.28	\$ 230.94	
High School Café	MX-B427W	\$ 40.90	\$ 31.56	
		<b>\$ 1158.93</b>	<b>\$ 1058.48</b>	
		<b>\$ 2400.08</b>	<b>\$ 2227.60</b>	
Papercut		<b>\$ 264.34</b>	<b>\$238.22</b>	



## Service Level Agreement:

- All necessary parts and consumables to operate equipment except paper and staples. Preventative maintenance on a quarterly basis or based on device usage.
- Guarantee response time of industry average of 4 hours or less
- Guarantee that all equipment will be maintained to manufacturers specifications and operable 95% of the time during regular business hours.
- **Back up consumable supplies will be provided by location or department. All consumable and supplies are stocked locally available same day delivery in case of emergency.**
- Unlimited network troubleshooting on-site or via remote for equipment and all firmware updates.
- MICCAS Device management software will provide notification of meters, low toner levels to replenish, error codes.
- Sharp 3-year replacement program of equipment should multifunction not perform within the design of manufactures specifications should device not be repaired by COT or Sharp service technician.
- No cost for loaner should machine be down more than 24 hours due to back-order parts.
- 1 free relocation a year per device should it be moved to the new location.
- Unlimited training for faculty and stay for the term of the contract. My Sharp training is available 24/7 on-demand.

## References

Due to district policies, they are not allowed to provide a reference letter, however they can provide you with a verbal reference by reaching out to them via phone or email.

Anthony ISD  
Joe Puga- IT Director  
[Jpuga@anthonyisd.net](mailto:Jpuga@anthonyisd.net)  
915-886-6599

Ysleta ISD  
Christine Gerlach -Director of Purchasing  
915-434-0288  
[cgerlach@yisd.net](mailto:cgerlach@yisd.net)

David L Carrasco Job Corps Center  
Victoria Rivera-Sanchez- Buyer  
915-633-0965  
[Rivera.vicky@jobcorps.org](mailto:Rivera.vicky@jobcorps.org)

## Our Educational Clients



**Anthony ISD**, is currently using PaperCut on their Sharp MX-M5051 devices to manage their printing. They have noticed the difference from having no print management in place and having to manually manage all devices they had with previous vendor. EcoprintQ, our PaperCut partner has an awesome team that along with Anthony ISD IT director and staff were able to implement the software with minimal interruption to the district.

**Ysleta Independent School District**, every campus has the district approval to select their own vendor for the multifunction devices. We have implemented Sharp serverless and secure print release. Sends print job to designated Sharp MFP primary, securely release job on another Sharp client MFP. Campus like Bel Air High School, Del Valle High School, Hanks Middle School, Lancaster Elementary to name a few have reduced their cost in printing and saving cost on paper being wasted by being able to release their job at the device avoiding accidentally being picked up by others.

Hanks Middle School and Tierra del Sol are on their 2<sup>nd</sup> 3-year contract with Complete Office Technologies, Inc and with Sharp devices allowed for a transparent transition from the old equipment to the new equipment with our team cloning all users and network settings prior to installation of new machine. New school year teachers just needed to know their new code since Sharp simplified user interface makes it easier to transition from Sharp-to-Sharp device you know one you know them all.

**David Carrasco Job Corps**, every department has a Sharp advance series color device allowing them from moving away from single function equipment. The user accounting has allowed them to be able to reduce the cost of printing color and approving before printing any job that needs color. Having common parts and toners allows them not to have a variety of toners for several machines with Sharp common parts and supplies it has increased their uptime.

## Our other Sharp Products

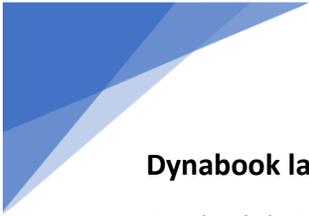
### AQUOS BOARD Interactive Display Systems

Sharp AQUOS BOARD® interactive display systems are much more than your typical interactive white boards. Designed for smooth and effortless communication in a wide range of contexts, their highly responsive touch pens allow several people to write on the same touch screen at the same time. And the SHARP Display Connect software enables multifaceted wireless communication.

### Windows collaboration display from Sharp

Imagine comfortable business meetings with better space utilization, more productive collaboration, and minimal setup. The Windows collaboration display from Sharp is not only Skype for Business certified, it includes a built-in microphone, 4K camera and IoT sensor hub that works seamlessly with the best Microsoft 365 collaboration tools. It's all backed by the cloud to deliver outstanding ease of use and enable the continual analysis of meeting room conditions and usage.





## Dynabook laptops

Dynabook laptops are engineered for business and education to deliver the quality of reliability you expect. Proprietary BIOS for optimal performance, Rigorous testing to ensure durability, customization for the functionality that you need and industry-leading warranty to keep you moving.

## NEC Displays and projectors.

NEC displays include desktop monitors that range from 17" all the way to 31" as well as large format displays that range from 32" to 98". All desktop monitors have VESA with mounting feature a sleek, stylish design. Displays Energy Star compliant with ECO features and offer high performance, exception image quality and future-proof connectivity.

NEC projectors' superior line of projectors includes laser and lamp-based options designed to transform the classrooms, meeting rooms, staging, theaters, museums and more. Minimal maintenance and advanced networking features make these projectors easy to set up and use.

**Synappx applications** work with your current office technology to bring smart home convenience into the workplace. Remove frustrating technology hassles from meetings. Share or print information right where it's needed.

## Security Solutions

Stakes are at an all-time high in today's rapidly evolving cybersecurity landscape. With ransomware, malware, phishing and social engineering at every corner, foundational security tools are no longer enough.

A layered approach is needed to secure your desktops, servers, and network. With network monitoring, threat mitigation capabilities, data reporting for compliance, data backup and more, Sharp and our dealer partners can be a one-stop shop for IT and security needs.



# INVESTMENT SCHEDULE



PREPARED FOR

**Tornillo ISD**

August 7, 2023

PREPARED BY  
Raymond Juarez  
915-800-4357

Raymond.Juarez@tbs.toshiba.com

Proposal for Printer Fleet Upgrade

DIR Contract # CPO-4426

10767 Gateway West Ste. 515  
El Paso, TX 79935

**TOSHIBA**

# TOSHIBA

## Included with Toshiba Leases

- Installation of drivers included at no extra charge
- Toner, parts, travel and service is included
- Remote service included at no extra charge
- Scan to Email is included at no extra charge
- End of term is month to month (No automatic lock in)
- Quarterly Account Partnership Reviews
- Service Technicians have a combined 37 years experience with Toshiba El Paso/NM
- Toshiba offers assistance with current buyouts

## Advantages of Toshiba and DIR

### DIR Contract- #CPO-4426

- The service pricing remains fixed for the term of the contract.
- There is no service price escalation.
- At the end of the lease term, there is no extra charge to return the systems.
- There is no charge for regular toner shipments.
- Tornillo ISD will not receive an annual property tax bill.
- Staples are included.

## Toshiba Business Solutions

- Resources of a Global 500 Company behind you.
- Office in El Paso provides quality service and support to Tornillo ISD.
- Toshiba support personnel have been in the area since 1959.
- Toshiba has one of the highest market shares of government and municipality accounts in the State of Texas.
- Support Team Leader- Ray Juarez, Market team manager has over 10 years industry experience.
- Standard Quarterly Business Reviews conducted in a professional and straight forward manner.

The team at Toshiba Business Solutions is honored to have any opportunity to partner with Tornillo ISD. If you have any questions or concerns, please reach out to me personally.

Sincerely,



Ray Juarez Jr

Selling Sales Manager

**Toshiba Business Solutions**

10767 Gateway Blvd. W Suite 515. El Paso, TX 79935

Direct: 915-800-4357

Raymond.Juarez@tbs.toshiba.com

**TOSHIBA**

# EMPOWERING THE ART OF BUSINESS®



**At Toshiba, we are focused on helping businesses better control their productivity and profitability by delivering innovative imaging products and content solutions.**

## **TOSHIBA AMERICA BUSINESS SOLUTIONS, INC. (TABS)**

is an independent operating company of Toshiba Corporation, one of the largest integrated electronics and electrical equipment companies in the world with more than 140,000 employees globally and annual sales surpassing \$37 billion. TABS is a leading managed print and content solutions provider with experts that help organizations print smarter, improve workflow and communicate better.

Our current and future commitment is to continue to improve and enhance the functionality and capabilities of our digital imaging products and content solutions. Toshiba invests more than 6% of its annual revenue to Research & Development, and deploys a network of R&D centers around the world. In an average year, Toshiba Corporation is awarded more than 5,000 patents, many of which find their way either directly or indirectly into our multifunction office solutions products.

### **OUR MISSION**

As a technology company, we go way beyond printing. We are a creative and nimble organization that empowers our people to do whatever it takes to help our clients succeed.

### **OUR VISION**

Empowering new and better ways to deliver ideas and information.



## SERVICE

### PROFESSIONAL, ACCOUNTABLE, RESPECTFUL

#### BACKBONE OF THE BUSINESS

Getting it right the first time is the goal of our team of Toshiba Service Technicians. These tenured professionals focus on creating the best customer experience for our clients, with minimal downtime.

#### WHY CHOOSE TOSHIBA

Employees are empowered to do what's right for the client

Team members are certified in Toshiba and partner devices



30% of all service issues are often solved remotely via Help desk

Clients know when to expect us with our courtesy call-ahead

#### ABOUT OUR TEAM

Toshiba service technicians are part of the communities they serve. Here are some other interesting facts you may not know...

40%

40% of our employed field service team members are Veterans

15

Our technician tenure averages 15 years of experience

4.85

Toshiba technicians average a 4.85 out of 5 client satisfaction rating

\*\*About our techs statistics from 2021

**TOSHIBA**

**secureMFP®**



## **A HOLISTIC APPROACH TO SECURITY**

To best tackle your security vulnerabilities, Toshiba takes a unique, comprehensive approach to safeguarding your print and document environments. We look at security in your environment across three areas: product, process and people. The most important component is indeed product security because that is the hub of all your data and human interactions. Once the device is secured, we focus on understanding the processes and people who interact with the device. This allows us to advise you on not just the equipment, but also on the best security methodologies to put in place in your organization. This powerful combination ensures an end-to-end security strategy for your print environment.

## **PRODUCT SECURITY**

Starting at the product level, we deliver an in-depth defense across four areas:

### **1. INSTALL TO END-OF-LIFE DEVICE SECURITY**

- Self-encrypting hard drive
- Firmware & BIOS whitelisting
- End-of-Life automatic data erase

### **2. PHYSICAL AND DIGITAL ACCESS PROTECTION**

- Restrict who, what, where
- Manage centrally and by role
- Monitor and audit in real-time

### **3. DOCUMENT LIFECYCLE DEFENSE**

- Secure document capture
- Encrypt information storage
- Secure document tracking & delivery

### **4. FLEET-WIDE SECURITY ADMINISTRATION**

- Remote monitoring & management
- Proactive alerts & automatic remediation
- Policy-based security management

## OUR QUALITY COMMITMENT

The Toshiba Quality Commitment is our guarantee that you're getting the utmost in advanced technology, dependability, service and support. Toshiba stands squarely behind our promise with the assurance of complete satisfaction. Everything we do contributes to that goal—from setting the industry standard for research and development, to providing timely access to Toshiba support personnel. Look around. Nothing compares to Toshiba...quality guaranteed.

### **NO FINE PRINT. NO STRINGS ATTACHED. HERE'S HOW THE GUARANTEE WORKS.**

#### **FREE REPLACEMENT**

If your Toshiba manufactured copier, facsimile, printer, thermal barcode printer or its accessories do not operate within Toshiba's product specifications during the term of this program, and if the equipment cannot be repaired to perform within product specifications, Toshiba will replace the copier, facsimile, printer, thermal barcode printer or accessory at no charge with a model of equal or better features and specifications.

#### **FREE LOANER**

If your Toshiba manufactured copier, facsimile, printer or thermal barcode printer is out-of-service more than two (2) consecutive business days after notifying your Authorized Toshiba Servicing Dealer or requires off-site service, a loaner copier, facsimile, printer or thermal barcode printer will be provided by the Authorized Toshiba Servicing Dealer at no additional charge.

#### **TERM OF PROGRAM**

The term of this program is: a) for purchased equipment, three years from equipment installation date or maximum number of copies as stated in the product specifications, whichever occurs first; or b) for leased or rental equipment, three years or the length of the original lease starting from the equipment installation date, whichever is longer.



# TOSHIBA TONER IS AVAILABLE AND MANUFACTURED IN THE USA



With recent toner shortages impacting users across the country, know that our toner is available to you and made right here in Mitchell, SD.

The largest of Toshiba's two global manufacturing plants, it produces more than 1,200 tons of toner annually – that's nearly a million cartridges of black, cyan, yellow, and magenta that make your prints stand out.

The plant in Mitchell focuses on premium levels of quality, environmental sustainability, and occupational health and safety standards within its 25-acre facility. It holds several ISO certifications, and recently celebrated its 35th anniversary.

## **DEDICATED TO KEEPING YOUR BUSINESS RUNNING**

Our US toner manufacturing plant means you're never far from product availability. And, with Toshiba manufactured toner, you're guaranteed the best product for your device.

Our toner:

- **Follows strict ISO manufacturing guidelines**
- **Meets rigorous testing**
- **Delivers high-quality product for consistent results**

From the vibrant colors to beautiful imagery, it takes quality toner to make an impact. And that's what we deliver.



**IF YOU'RE INTERESTED IN LEARNING MORE, PLEASE REACH OUT TO  
YOUR TOSHIBA EXPERT TODAY FOR ALL YOUR NEEDS!**

# CORPORATE SOCIAL RESPONSIBILITY

**At Toshiba, we believe our slogan “Committed to People, Committed to the Future” to be an integral part of our corporate ethos.**

Toshiba is not just about manufacturing and selling products and services. Rather, we continually demonstrate our commitment to people and the future through contributions, charitable sponsorships, employee volunteer programs, fundraisers, and other worthwhile endeavors that allow us to give back to the communities that have helped us grow and succeed.

## **COMMUNITY CHARITABLE SUPPORT**

To help enhance the quality of life for people in communities where we do business, Toshiba implements a wide variety of corporate initiatives like helping build Habitat for Humanity homes, hosting blood drives, collecting warm clothing, and sponsoring community fundraisers and events that raise money for charitable organizations.

## **WORLDWIDE RELIEF EFFORTS**

Following devastating weather-related events around the globe, Toshiba and its dedicated employees have made technology and monetary donations to emergency aid organizations to help with recovery and clean up.

## **SUSTAINABILITY**

We believe that the earth is an irreplaceable asset and that it is the duty of humankind to hand it over to future generations as we found it, if not in better condition. For these reasons, Toshiba promotes the three R's (Reduce, Re-Use, Recycle) throughout our manufacturing and business processes, including green procurement, recycling programs, and creating efficient EPA ENERGY STAR compliant products with the lowest possible environmental impact.

## Productivity. Reliability. Security.

Light, compact, and fast, the M1342 supports output up to 42 pages per minute plus wireless connectivity. The replacement Unison™ toner cartridge offers up to 18,000 pages of output, while an optional 550-sheet tray supports longer print runs.

The 1-GHz multi-core processor powers through big jobs, and Lexmark's full-spectrum security architecture helps keep information safe—in the document, on the device, over the network, and everywhere in between.



 Lexmark **M1342**

### FEATURES AT A GLANCE

- 42 PPM B&W
- Power 1 GHz / Memory 256MB
- 600 x 600 dpi Print Resolution (2400 IQ - 2400 x 600 dpi)
- 350-Sheet Standard Capacity
- 80,000-Page Duty Cycle
- EPEAT® Silver and ENERGY STAR® Certified

**Product Specifications**

**Lexmark M1342**

**Printing**

Display	2-line All Points Addressable (APA) monochrome LCD display
Print Speed	Up to: Black: 42 ppm <sup>1</sup> (Letter)
Time to First Page	As fast as: Black: 5.9 seconds
Print Resolution	Black: 2400 IQ (2400 x 600 dpi), 600 x 600 dpi
Memory	Standard: 256 MB / Maximum: 256 MB
Hard Disk	Not Available
Recommended Monthly Page Volume	800 - 8000 pages <sup>2</sup>
Maximum Monthly Duty Cycle	Up to: 80000 pages per month <sup>3</sup>

**Supplies<sup>4</sup>**

Laser Cartridge Yields	up to: 18,000 <sup>5</sup> -page High Yield Cartridge
Imaging Unit Estimated Yield	Up to: 40000 pages, based on 3 average letter/A4-size pages per print job and ~ 5% coverage <sup>6</sup>
Cartridge(s) Shipping with Product	3,000 <sup>5</sup> -page Return Program Toner Cartridge

**Paper Handling**

Included Paper Handling	100-Sheet Multipurpose Feeder, Integrated Duplex, 150-Sheet Output Bin, 250-Sheet Input
Optional Paper Handling	550-Sheet Tray
Paper Input Capacity	Up to: Standard: 350 pages 20 lb or 75 gsm bond / Maximum: 900 pages 20 lb or 75 gsm bond
Paper Output Capacity	Up to: Standard: 150 pages 20 lb or 75 gsm bond / Maximum: 150 pages 20 lb or 75 gsm bond
Media Types Supported	Paper Labels, Card Stock, Plain Paper, Envelopes, Refer to the Paper & Specialty Media Guide
Media Sizes Supported	A6, Oficio, 7 3/4 Envelope, 9 Envelope, JIS-B5, A4, Legal, A5, Letter, B5 Envelope, Statement, C5 Envelope, Executive, Universal, DL Envelope, Folio, 10 Envelope

**General Information<sup>7</sup>**

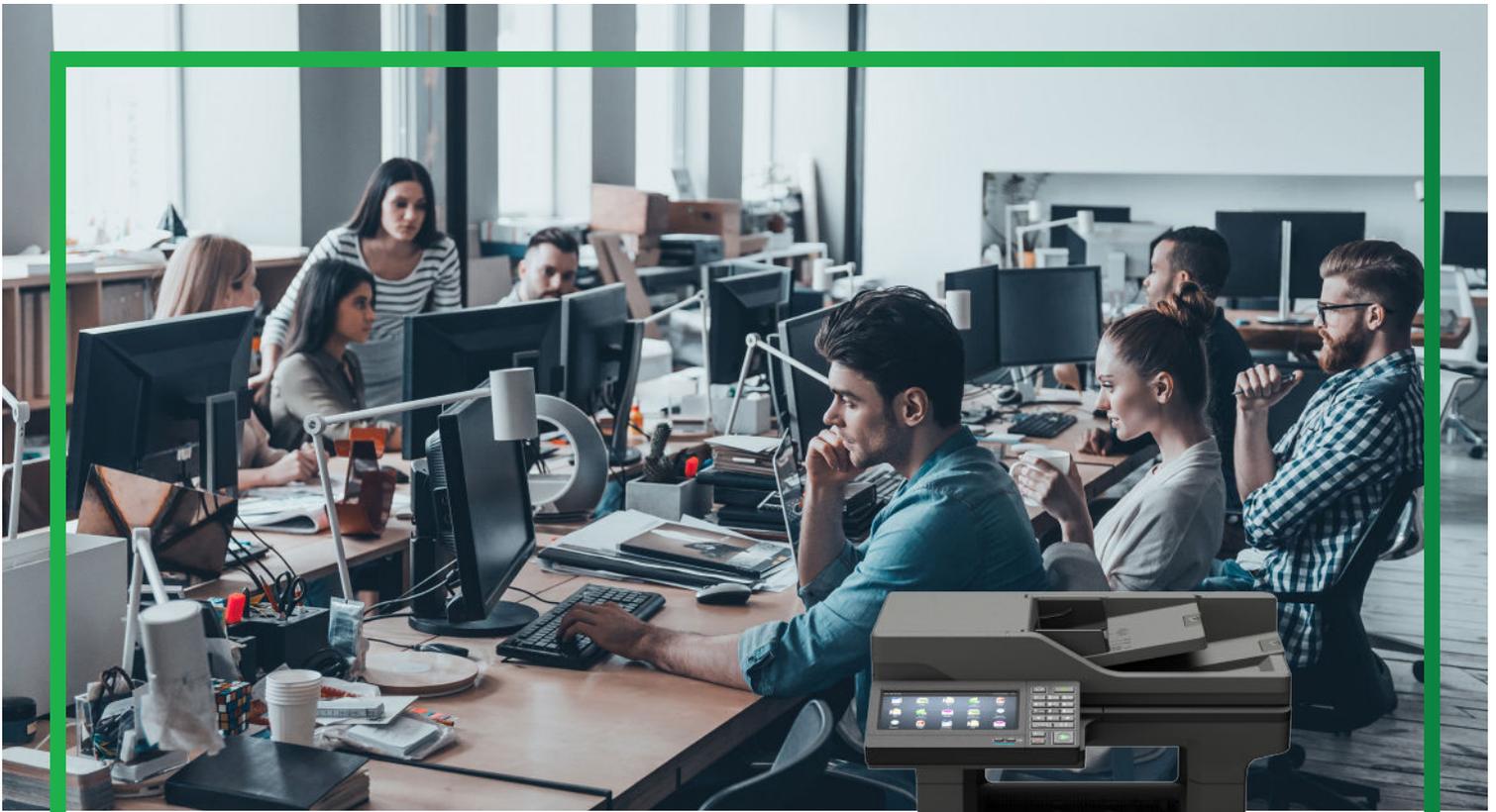
Standard Ports	USB Compatible with USB 2.0 Specification (Type B), Ethernet 10/100BaseTX (RJ-45)
Noise Level	Operating: 53 dBA (Print)
Specified Operating Environment	Humidity: 8 to 80% Relative Humidity / Temperature: 10 to 32°C (50 to 90°F) / Altitude: 0 - 2896 Meters (9,500 Feet)
Size / Weight	H x W x D: 8.7 x 14.5 x 14.3 in. / 20.6 lb.
ENERGY STAR Typical Electricity Consumption	TEC: 0.47 kilowatt-hours per week

All information is subject to change without notice. Lexmark is not liable for any errors or omissions.

<sup>1</sup> Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: [www.lexmark.com/ISOspeeds](http://www.lexmark.com/ISOspeeds).

<sup>2</sup> "Recommended Monthly Page Volume" is a range of pages that helps customers evaluate Lexmark's product offerings based on the average number of pages customers plan to print on the device each month. Lexmark recommends that the number of pages per month be within the stated range for optimum device performance, based on factors including: supplies replacement intervals, paper loading intervals, speed, and typical customer usage. <sup>3</sup> "Maximum Monthly Duty Cycle" is defined as the maximum number of pages a device could deliver in a month using a multishift operation. This metric provides a comparison of robustness in relation to other Lexmark printers and MFPs. <sup>4</sup> Product functions only with replacement cartridges designed for use in a specific geographical region. See [www.lexmark.com/regions](http://www.lexmark.com/regions) for more details. <sup>5</sup> Average yield based on approximately 5% print coverage.

<sup>6</sup> Actual Yield may vary based on other factors such as device speed, paper size and feed orientation, toner coverage, tray source, percentage of black-only printing and average print job complexity. <sup>7</sup> Printers are sold subject to certain license/agreement conditions. See [www.lexmark.com/printerlicense](http://www.lexmark.com/printerlicense) for details.



## XM3250

Reliability. Security. Productivity.



XM3250 with optional trays

Please contact us for more information  
B2B Technologies  
44 Doody St  
Alexandria 2015  
1300 213 074



This is a Class A device according to the FCC Rules and international electromagnetic emissions standards. This device is not intended for use in residential or domestic environments due to potential interference to radio communications.

Product specifications		Lexmark XM3250
<b>Print</b>		
Display	Lexmark e-Task 17.8 cm colour touch screen with audible feedback	
Print Speed: Up to <sup>6</sup>	Black: 47 ppm	
Time to First Page: As fast as	Black: 6 seconds	
Print Resolution	Black: 1200 Image Quality, 1200 x 1200 dpi, 2400 Image Quality, 600 x 600 dpi	
Memory / Processor	Standard: 2048 MB / Maximum: 2048 MB / Quad Core, 1200 MHz	
Hard Disk	Option available	
Recommended Monthly Page Volume <sup>2</sup>	2000 - 20000 pages	
Maximum Monthly Duty Cycle: Up to <sup>3</sup>	175000 pages per month	
<b>Copy</b>		
Copy Speed: Up to <sup>6</sup>	Black: 47 cpm	
Time to First Copy: as fast as	Black: 6 seconds	
<b>Scan</b>		
Scanner Type / ADF Scan	Flatbed scanner with ADF / DADF (single pass Duplex)	
A4/Ltr Duplex Scan Speed: Up to / Duplex Scan Speed: Up to	Black: 94 / 100 sides per minute / Colour: 60 / 64 sides per minute	
A4/Ltr Simplex Scan Speed: Up to / Scan Speed: Up to	Black: 47 / 50 sides per minute / Colour: 30 / 32 sides per minute	
ADF Paper Input Capacity: Up to	100 pages 75 gsm bond	
<b>Fax</b>		
Modem Speed	ITU T.30, V.34 Half-Duplex, 33.6 Kbps	
<b>Supplies<sup>7</sup></b>		
Laser Cartridge Yields (up to) <sup>1</sup>	21,000-page Cartridge	
Imaging Unit Estimated Yield: Up to	60000 pages, based on 3 average letter/A4-size pages per print job and ~ 5% coverage	
Cartridge(s) Shipping with Product <sup>8</sup>	6,000-page Starter Return Program Toner Cartridge	
<b>Paper Handling</b>		
Included Paper Handling	550-Sheet Input, 100-Sheet Multipurpose Feeder, Integrated Duplex, 250-Sheet Output Bin	
Optional Paper Handling	250-Sheet Tray, 550-Sheet Tray, 550-Sheet Lockable Tray, Inline Stapler	
Paper Input Capacity: Up to	Standard: 650 pages 75 gsm bond / Maximum: 2300 pages 75 gsm bond	
Paper Output Capacity: Up to	Standard: 250 pages 75 gsm bond / Maximum: 250 pages 75 gsm bond	
Media Types Supported	Card Stock, Envelopes, Paper Labels, Plain Paper, Transparencies, Refer to the Paper & Specialty Media Guide	
Media Sizes Supported	10 Envelope, 7 3/4 Envelope, 9 Envelope, A4, A5, DL Envelope, Executive, Folio, JIS-B5, Legal, Letter, Statement, Universal, Oficio, A6	
<b>General Information<sup>4</sup></b>		
Standard Ports	One Internal Card Slot, USB 2.0 Specification Hi-Speed Certified (Type B), Gigabit Ethernet (10/100/1000), Front USB 2.0 Specification Hi-Speed Certified port (Type A), Rear USB 2.0 Specification Hi-Speed Certified port (Type A)	
Optional Network Ports / Optional Local Ports	Marknet N8372 WiFi Option / Internal RS-232C serial, Internal 1284-B Bidirectional Parallel	
Noise Level: Operating	Print: 55 dBA / Copy: 56 dBA / Scan: 55 dBA	
Specified Operating Environment	Humidity: 8 to 80% Relative Humidity, Temperature: 10 to 32°C (50 to 90°F), Altitude: 0 - 5000 meters	
Size (mm - H x W x D) / Weight	545 x 489 x 476.5 mm / 22.3 kg	

All information in this brochure is subject to change without notice. Lexmark is not liable for any errors or omissions.

**This is a Class A device according to the FCC Rules and international electromagnetic emissions standards. This device is not intended for use in residential or domestic environments due to potential interference to radio communications.**

<sup>1</sup>Average yield based on approximately 5% print coverage. <sup>2</sup>"Recommended Monthly Page Volume" is a range of pages that helps customers evaluate Lexmark's product offerings based on the average number of pages customers plan to print on the device each month. Lexmark recommends that the number of pages per month be within the stated range for optimum device performance, based on factors including: supplies replacement intervals, paper loading intervals, speed, and typical customer usage. <sup>3</sup>"Maximum Monthly Duty Cycle" is defined as the maximum number of pages a device could deliver in a month using a multishift operation. This metric provides a comparison of robustness in relation to other Lexmark printers and MFPs. <sup>4</sup>Printers are sold subject to certain license/agreement conditions. See [www.lexmark.com/](http://www.lexmark.com/) printerlicense for details. <sup>5</sup>Actual Yield may vary based on other factors such as device speed, paper size and feed orientation, toner coverage, tray source, percentage of black-only printing and average print job complexity. <sup>6</sup>Print and copy speeds measured in accordance with ISO/IEC 24734 and ISO/IEC 24735 respectively (ESAT). For more information see: [www.lexmark.com/ISOspeeds](http://www.lexmark.com/ISOspeeds). <sup>7</sup>Product functions only with replacement cartridges designed for use in a specific geographical region. See [www.lexmark.com/regions](http://www.lexmark.com/regions) for more details. <sup>8</sup>Average Continuous Cartridge Yield in one-sided (simplex) mode 6,000 standard pages. Declared yield value in accordance with ISO/IEC 19752.

# TOSHIBA

## **e-STUDIO™ 2525AC/3025AC/3525AC/4525AC**

Introducing a new generation of Toshiba MFPs – with high-performance, advanced security and cloud-ready features, these printers are the perfect choice for today's modern work environments.

- Highly Productive Color MFPs
- High-speed – 25, 30, 35 & 45 PPM
- Leading-edge Security Features
- Cloud Print & Service Capabilities
- Built-in Optical Character Recognition



# e-STUDIO™ 2525AC/3025AC/3525AC/4525AC

## MAIN SPECIFICATIONS

<b>Copy System</b>	Indirect Electrostatic Photographic/OPC/Laser Printing/Heat Roller Fusing
<b>Display</b>	10.1" Color WSVGA Touch Screen Tilting Display
<b>Copy Speed</b>	25/30/35/45 PPM (LT)
<b>First Copy Out</b>	Color: Less Than 7.8/7.8/7.8/5.7 Seconds Monochrome: Less Than 5.9/5.9/5.9/4.4 Seconds
<b>Warm-Up Time</b>	From powering on: Approx. 20 Seconds From Sleep & Low Power: Less Than 12 Seconds
<b>Copy Resolution</b>	600 x 600 dpi
<b>Stack Feed Bypass</b>	3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
<b>Multiple Copying</b>	Up to 999 Copies
<b>Paper Capacity</b>	Standard 1,200 Sheets/Max. 5,200 Sheets
<b>Original Feed</b>	300-Sheet DSD/ or DSD/ with Double Feed Detection or 100-Sheet RADF
<b>Scan Speed &amp; Weights</b>	DSD/ Scan: 70IPM (Monochrome or Color), Simplex or Duplex: 9.3-110lb Bond RADF Scan: 50IPM (Monochrome or Color), Simplex: 9.3-41.8lb Bond, Duplex: 13.3-41.8lb Bond
<b>Max. Original Size</b>	LD/A3
<b>Paper Feed Sizes</b>	Drawer 1: 550 Sheets-ST-R to LD Drawer 2: 550 Sheets-ST-R to 12" x 18" Stack Feed Bypass: 100 Sheets-3.9" x 5.8" to 12" x 18", 12" x 47" Banner Opt. 550-Sheet Paper Feed Pedestal-ST-R to 12" x 18" Opt. 550-Sheet Drawer for PFP-ST-R to 12" x 18" Opt. Envelope Cassette for PFP-Approx. 60 Envelopes/550 Sheets-ST-R to LG Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-LT Only Opt. 2,000-Sheet External LCF-LT Only Standard: 550 Sheets x 2-16lb Bond-110lb Cover Stack Feed Bypass: 100 Sheets-14lb Bond-110lb Cover Opt. 550-Sheet Paper Feed Pedestal-16lb Bond-110lb Cover Opt. 550 Sheets Drawer for PFP-16lb Bond-110lb Cover Opt. Envelope Cassette for PFP-16lb Bond-140lb Index Opt. 2,000-Sheet Tandem LCF (Pedestal Type)-17lb-28lb Bond Opt. 2,000-Sheet External LCF-LT 16lb Bond-110lb Cover Standard Automatic Duplex Unit (16lb Bond-140lb Index)
<b>Paper Weights</b>	25% to 400% Max. 75K/90K/105K/105K Month (Color: 100%) Max. 150K/180K/210K/210K Month (Monochrome: 100%) Approx. 169lb/172lb 23" (W) x 25.2" (D) x 31" (H) CMY: 38K, K: 39.8K @ 5% 120 Volts, 50/60 Hz, 12 Amps Maximum 1.8kW (120V) NEMA 5-15 4GB 128GB Solid State Drive (SSD)
<b>Duplex</b>	
<b>Reproduction Ratio</b>	
<b>Max Duty Cycle</b>	
<b>Weight</b>	
<b>Approx. Dimensions</b>	
<b>CMYK Toner Yield</b>	
<b>Power Source</b>	
<b>Power Consumption</b>	
<b>Plug Type</b>	
<b>Memory</b>	
<b>Hard Disk Drive</b>	

## e-BRIDGE NEXT PRINT SPECIFICATIONS

<b>PDL</b>	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
<b>Print Resolution</b>	600 x 600 dpi (5 bit), 1,200 x 1,200 dpi (Color/2 bit) or 3,600 (Equivalence) x 1,200 dpi (BW/with Smoothing) (PS3 Only)
<b>Operating Systems</b>	Windows® 8.1, 10, 11, Windows Server® 2012/R2, Windows Server® 2016/19/22, Macintosh® (macOS X 10.10-15, 12), Unix®, Linux® TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh Environments
<b>Network Protocols</b>	SMB V1-3, LPR/LPD, IPP V1.2 w/Authentication (TLS 1.2/1.3), AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD
<b>Printing Protocols</b>	w/Print, Bluetooth (HCRP/BIP/OPP/FTP), WS Print, FTP
<b>Print Drivers</b>	Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows Server® 2016/19/22, Windows® 10, 11 (64-bit), macOS X 10.12-15, 11, 12
<b>Interface</b>	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed) Optional IEEE802.11b/g/n, Wireless LAN, Optional Bluetooth
<b>Wireless Device</b>	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
<b>Device Management</b>	TopAccess
<b>Account Control</b>	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
<b>Accessibility Features</b>	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout, Audible Beeps, Optional Voice Assist



Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint® and the AirPrint® logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60825-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

## Security Features

User Authentication, Trusted Platform Module, On-Board Data Scramble Function, SCEP, Disable, e-Filing, Disable Copy, Disk Overwrite\*, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HTTP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Module Change, CC Certified (ISO/IEC15408)\* with HCD-PP v1.0, IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, Biometric Authentication  
\*Requires FIPS HDD, Conformance with HCD-PPv1.0 in High Security Mode  
ENERGY STAR® (V3.1), EPEAT Gold, Californian Proposition 65  
WHQL (Windows® 8, 8.1, 10, 11, 2012, 2012 R2, 2016/19/22), Novell®, Citrix®, SAP, AirPrint® and Mopria®

## Environmental Standards Certifications

## SCAN SPECIFICATIONS

<b>Scan Speed</b>	DSD/ Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) RADF Scan: Up to 73 IPM (Monochrome or Color)
<b>Scan Modes</b>	Standard: Full Color, Auto Color, Monochrome, Grayscale
<b>OCR</b>	DOC/XLS/PPT/PDF
<b>Scan Resolution</b>	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
<b>File Formats</b>	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, PDF/A, Searchable PDF, XPS-Multi/Single Page, DOCX, XLSX, PPTX, Color/Grayscale: JPEG, TIFFMulti/Single Page, PDF-Multi/Single Page, PDF/A, Slim PDF, Searchable PDF, XPSMulti/Single Page, DOCX, XLSX, PPTX
<b>Image Compression</b>	Color/Grayscale: JPEG (High, Middle, Low)

## FACSIMILE SPECIFICATIONS

<b>Compatibility</b>	Super G3
<b>Data Compression</b>	MH/MR/MMR/JBIG
<b>Transmission Speed</b>	Approx. 3 Seconds Per Page
<b>Fax Modem Speed</b>	Up to 33.6 Kbps
<b>Memory Transmission</b>	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
<b>Scan Speed</b>	0.7 Seconds Per Page, Maximum 73 IPM

## e-FILING SPECIFICATIONS

<b>Operation Method</b>	Color Touch Screen Control Panel or Client PC
<b>Number of Boxes</b>	1 Public Box, 200 Private User Boxes
<b>Capacity of Boxes</b>	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

## ACCESSORIES (OPTIONS)

<b>Platen &amp; Document Feeder Options</b>		IPSec Enabler	GP1080NODE
DSD/	MR4010	Unicode Font Enabler	GS1007NODE
DSD/ with Double Feed Detection	MR4020	Multi-Station Print Enabler	
RADF	MR3033	Per Seat License	GS1090NODE
Platen Cover	KA5005PC	e-BRIDGE Plus for OneDrive for Business V3.0	GB2300NODE
<b>Additional Paper Options</b>		e-BRIDGE Plus for SharePoint Online V3.0	GB2310NODE
Paper Feed Pedestal	KD1072	e-BRIDGE Plus for Exchange Online V3.0	GB2320NODE
Drawer Module	MY1052	e-BRIDGE Plus for Gmail	GB2380NODE
Envelope Cassette Option	MY1053	e-BRIDGE Plus for Google Workspace	GB2390NODE
Large Capacity Feeder	KD1073LT	Hardcopy Security Printing	GP1190NODE
External Large Capacity Feeder	MP2002	Security SSD (512GB)	GE1280
<b>Finishing Options</b>		FIPS HDD (320GB)	GE1260
50-Sheet Inner Finisher	MJ1048	e-BRIDGE Plus Voice Guidance	GB2540NODE
65-Sheet Staple Finisher	MJ1113	e-BRIDGE Global Print	GB2550NODE
65-Sheet Saddle-Stitch Finisher	MJ1114	<b>Miscellaneous Options</b>	
Hole Punch for MJ1048	MJ6011	Card Reader Holder	GR1320
Hole Punch for MJ1113/MJ1114	MJ6107	Accessory Tray	GR1330
Bridge Kit	KN5005	Panel 10-Key Option	GR1340
Job Separator	MJ5015	Stand	STAND5015
<b>Connectivity/Security Options</b>		Work Tray	KK5005
FAX Unit/2 <sup>nd</sup> Line for FAX Unit	GD1370N	Manual Pocket	KK5008
Wireless LAN/Bluetooth	GN4030A3	Harness for Coin Controller	QI1280
Fax Over IP License Key	GS1100NODE	Accessible Arm	KK2560
Bluetooth Keyboard	GR9001		
2 <sup>nd</sup> NIC Holder	GR1430		
USB Hub	GR1420		
Meta Scan Enabler	GS1010NODE		

## Corporate Office

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## Midwest

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Tel: 773-380-6000

## 78 South

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Tel: 678-546-9385

## West Coast

25530 Commercentre Drive, Lake Forest, CA 92630  
Tel: 949-462-6000

## Website

www.business.toshiba.com

## e-STUDIO™ 6527AC/7527AC

Introducing a new generation of Toshiba departmental MFPs – with high-performance, zero-trust security and cloud-ready features, these printers are the perfect choice for today's modern work environments.

- Highly Productive Color MFPs
- High-speed – 65 & 75 PPM Color and 75 & 85 PPM Black & White
- Leading-edge Security Features
- Cloud Print & Service Capabilities
- Built-in Optical Character Recognition



# e-STUDIO™ 6527AC/7527AC

## MAIN SPECIFICATIONS

<b>Copy System</b>	Indirect Electrostatic Photographic/OPC/Laser Printing/Heat Roller Fusing
<b>Display</b>	10.1" Color WSVGA Touch Screen Tilting Display
<b>Copy Speed</b>	Color: 65/75 PPM (LT), Monochrome: 75/85 PPM (LT)
<b>First Copy Out</b>	Color: 6.4/5.4, Monochrome: 4.5/4.1 Seconds
<b>Warm-Up Time</b>	From Powering On: Approx. 20 Seconds From Sleep & Low Power: Less Than 15.4 Seconds
<b>Copy Resolution</b>	600 x 600 dpi
<b>Stack Feed Bypass</b>	3.9" x 5.8" to 12" x 18", 12" x 47" Banner, Envelope
<b>Multiple Copying</b>	Up to 999 Copies
<b>Paper Capacity</b>	Four Drawer Version: Standard 2,280 Sheets/Max. 6,780 Sheets Tandem Drawer Version: Standard 3,520 Sheets/Max. 8,020 Sheets
<b>Original Feed</b>	300-Sheet DSDP with Double Feed Detection
<b>Max. Original Size</b>	LD/A3
<b>Paper Feed Sizes</b>	Drawers: 540 Sheets-ST-R to 12" x 18" Integral Tandem LCF: 1,160 x 2 LT Only Stack Feed Bypass: 120 Sheets-3.9" x 5.8" to 13" x 19", 12" x 47" Banner Opt. 2,500-Sheet External LCF LT Only Opt. 2,000-Sheet Piggyback External LCF LT Only Drawers: Standard: 540 Sheets x 4-16lb Bond-110lb Cover Tandem LCF 1,160 Sheets x 2-16lb Bond-110lb Cover Plus 540 Sheets x 2-16lb Bond-110lb Cover Stack Feed Bypass: 120 Sheets-16lb Bond-110lb Cover Opt. 2,500-Sheet External LCF LT Only-16lb Bond-110lb Cover Opt. 2,000-Sheet Piggyback External LCF LT Only-16lb Bond-110lb Cover Standard Automatic Duplex Unit (16lb Bond-140lb Index)
<b>Duplex</b>	Standard Automatic Duplex Unit (16lb Bond-140lb Index)
<b>Reproduction Ratio</b>	25% to 400%
<b>Max Duty Cycle</b>	540K/600K Month (Color: 100%)
<b>Weight</b>	Approx. 470lb
<b>Approx. Dimensions</b>	37.6" (W) x 27.5" (D) x 48.3" (H)
<b>CMYK Toner Yield</b>	CMY: 39,200, K: 106,600 @ 5%
<b>Power Source</b>	120 Volts, 50/60 Hz, 16 Amps
<b>Power Consumption</b>	Maximum 2.0kW/2.4kW (120V)
<b>Plug Type</b>	NEMA 5-20
<b>Memory</b>	6GB
<b>Hard Disk Drive</b>	128GB Solid State Drive (SSD)

## e-BRIDGE NEXT PRINT SPECIFICATIONS

<b>PDL</b>	PCL5e, PCL5c, PCL6 (PCL XL), PS3, PDF, XPS, JPEG
<b>Print Resolution</b>	600 x 600 dpi, 1,200 x 1,200 dpi or 3,600 (Equivalence) x 1,200 dpi (BW/with Smoothing) (PS3 Only)
<b>Operating Systems</b>	Windows® 8.1, 10, 11, Windows Server® 2012/R2, Windows Server® 2016/19/22, Macintosh® (macOS X 10.10-15, 12), Unix®, Linux® TCP/IP (IPv4, IPv6), NetBIOS over TCP/IP, IPX/SPX® for Novell® Environments, EtherTalk for Macintosh Environments
<b>Network Protocols</b>	SMB V1-3, LPR/LPD, IPP V1.2 w/Authentication (TLS 1.2/1.3), AppleTalk® PAP or EtherTalk, Port 9100 (Bi-Directional), NetWare P-SERVER LPD w/iPrint, Bluetooth (HCRP/BIP/OPP/FTP), WS Print, FTP
<b>Printing Protocols</b>	Windows® 8.1 (32-bit, 64-bit), Windows Server® 2012/R2 (64-bit), Windows Server® 2016/19/22, Windows® 10, 11 (64-bit), macOS X 10.12-15, 11, 12
<b>Print Drivers</b>	RJ-45 Ethernet (10/100/1000 Base-T), USB 2.0 (High-Speed)
<b>Interface</b>	Optional IEEE802.11b/g/n, Wireless LAN, Optional Bluetooth
<b>Wireless Device</b>	AirPrint®, Mopria®, e-BRIDGE Print & Capture Application on iOS and Android (Available via Apple® App Store or Google Play)
<b>Device Management</b>	TopAccess
<b>Account Control</b>	Up to 10,000 Users or 1,000 Departments Supports User Authentication (on Device), Login Name/Password (via Windows® Domain) or Login Name/Password (via LDAP Server) for Copy, Print, Scan, Fax, List, and User Function
<b>Accessibility Features</b>	Tilt Front Panel, Job Programs, Universal Grip for Paper Trays, Disable Screen Timeout, Audible Beeps, Optional Voice Assist



## Security Features

User Authentication, Trusted Platform Module, On-Board Data Scramble Function, SCEP, Disable, e-Filing, Disable Copy, Disk Overwrite\*, IP Address Filtering (10 Sets), MAC Address Filtering (10 Sets), Network Service Control, Network Port Control, SMB Packet Signing, SSL/TLS (HT TP, IPP, LDAP, SMTP, POP, FTP, DPWS, SYSLOG), IPsec (IKEv1, IKEv2), Security Mode Change, CC Certified (ISO/IEC15408)\* with HCD-PP v1.0, IEEE802.1X (Wired/Wireless), Digital Signature for Client Utilities, Password Policy, Password Lock, Password Expiration, Self Testing, Job Access Control, Log Access Control for Job Log, Security Stamp, Role Based Access Control, Secure PDF, Digital Signature for Firmware Update, Integrity Check Function, Image Log, Card Authentication, Biometric Authentication  
\*Conformance with HCD-PP v1.0 in High Security Mode  
ENERGY STAR® (V3.1), EPEAT Gold, Californian Proposition 65 WHQL (Windows® 8, 8.1, 10, 11, 2012, 2012 R2, 2016/19/22), Novell®, Citrix®, SAP, AirPrint® and Mopria®

## Environmental Standards Certifications

## SCAN SPECIFICATIONS

<b>Scan Speed</b>	DSDP Scan: Up to 240 IPM Duplex, 120 IPM Simplex (Monochrome or Color) 9.3-110lb Bond
<b>Scan Weights</b>	RAFD Scan: Simplex: 9.3-41.8lb Bond, Duplex: 13.3-41.8lb Bond Standard: Full Color, Auto Color, Monochrome, Grayscale
<b>Scan Modes</b>	DOC/XLS/PPT/PDF
<b>OCR</b>	600 dpi, 400 dpi, 300 dpi, 200 dpi, 150 dpi, 100 dpi
<b>Scan Resolution</b>	Monochrome: TIFF-Multi/Single Page, PDF-Multi/Single Page, PDF/A, Searchable PDF, XPS-Multi/Single Page, DOCX, XLSX, PPTX
<b>File Formats</b>	Color/Grayscale: JPEG, TIFF-Multi/Single Page, PDF-Multi/Single Page, PDF/A, Slim PDF, Searchable PDF, XPS-Multi/Single Page, DOCX, XLSX, PPTX
<b>Image Compression</b>	Color/Grayscale: JPEG (High, Middle, Low)

## FACSIMILE SPECIFICATIONS

<b>Compatibility</b>	Super G3
<b>Data Compression</b>	MH/MR/MMR/JBIG
<b>Transmission Speed</b>	Approx. 3 Seconds Per Page
<b>Fax Modem Speed</b>	Up to 33.6 Kbps
<b>Memory Transmission</b>	100 Jobs (with HDD), 2,000 Destinations Max. 400 Destinations/Job
<b>Scan Speed</b>	0.7 Seconds Per Page, Maximum 73 IPM

## e-FILING SPECIFICATIONS

<b>Operation Method</b>	Color Touch Screen Control Panel or Client PC
<b>Number of Boxes</b>	1 Public Box, 200 Private User Boxes
<b>Capacity of Boxes</b>	100 Folders Per Box, 400 Documents Per Folder/Box, 200 Pages Per Document

## ACCESSORIES (OPTIONS)

<b>Additional Paper Options</b>		<b>Software Options</b>	
Large Capacity Feeder - 2,500 Sheet	MP2503L	e-BRIDGE Global Print	GB2550NODE
Large Capacity Feeder - 2,000 Sheet	MP2002L	IPSec Enabler	GP1080NODE
LCF Connector (to Add 2K LCF)	KN9000	Unicode Font Enabler	GS1007NODE
<b>Finishing Options</b>		Multi-Station Print Enabler	
65-Sheet Staple Finisher	MJ1115	Per Seat License	GS1090NODE
65-Sheet Saddle-Stitch Finisher	MJ1116	e-BRIDGE Plus for OneDrive for Business V3.0	GB2300NODE
Hole Punch for MJ1115/MJ1116	MJ6108N	e-BRIDGE Plus for SharePoint Online V3.0	GB2310NODE
Exit Tray	K6551	e-BRIDGE Plus for Exchange Online V3.0	GB2320NODE
<b>Connectivity/Security Options</b>		Workplace Productivity Bundle	GB2330NODE
FAX Unit/2 <sup>nd</sup> Line for FAX Unit	GD1370N	e-BRIDGE Plus for Gmail	GB2380NODE
Wireless LAN/Bluetooth	GN4030A3	e-BRIDGE Plus for Google Workspace	GB2390NODE
Fax Over IP License Key	GS1100NODE	e-BRIDGE Plus Voice Guidance	GB2540NODE
Bluetooth Keyboard	GR9001		
2 <sup>nd</sup> NIC Holder	GR1430		
USB Hub	GR1420		
Meta Scan Enabler	GS1010NODE		
Security SSD (512GB)	GE1280		
FIPS HDD (320GB)	GE1260		
<b>Miscellaneous Options</b>			
Card Reader Holder	GR1320		
Accessory Tray	GR1330		
Panel 10-Key Option	GR1340		
Manual Pocket	KK5008		
Harness for Coin Controller	GQ1280		
Accessible Arm	KK2560		

Designs and specifications subject to change without notice. Specifications may vary by conditions of use and/or environmental usage. For best results and reliable performance, always use supplies manufactured or designated by Toshiba. Not all options and accessories may be available at the time of product launch. Please contact a local Authorized Toshiba Dealership for availability. Toner yields are estimates based on 5% coverage, letter-size page. Driver and connectivity feature support varies by client/network operating system. Product names may be trademarks of their respective companies. AirPrint® and the AirPrint® logo are trademarks of Apple Inc. This is a Class 1 laser product complying with IEC60825-1. All company and/or product names are trademarks and/or registered trademarks of their respective manufacturers in their markets and/or countries.

<b>Corporate Office</b>	25530 Commercentre Drive, Lake Forest, CA 92630 Tel: 949-462-6000
<b>East Coast</b>	959 Route 46 East, 5th Floor, Parsippany, NJ 07054 Tel: 973-316-2700
<b>Midwest</b>	8770 W. Bryn Mawr Ave., Suite 700, Chicago, IL 60631 Tel: 773-380-6000
<b>South</b>	2037 Bakers Mill Rd., Dacula, GA 30019 Tel: 678-546-9385
<b>West Coast</b>	25530 Commercentre Drive, Lake Forest, CA 92630 Tel: 949-462-6000
<b>Website</b>	business.toshiba.com

# INVESTMENT SCHEDULE - Unlimited Print Usage Option

## Tornillo ISD

### Proposed Solution

#### Model Details

- (3) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Surge 120/15 Standalone
- (3) Lexmark M1342
- (2) Lexmark XM3250
- (2) Toshiba e-STUDIO7527ACT
  - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116, Next Gen PCS Power Filter, 120V-20 Amps
- (4) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, Surge 120/15 Standalone

#### Service Details

Service Details	
Mono Pool	Unlimited
Color Pool	Unlimited

\*\*\*Unlimited option no need to pay for overages or meter reads

#### Total Monthly Investment

- 48 Month Lease \$2,595.00
- 60 Month Lease \$2,350.00

Monthly investment includes parts, labor, travel, and supplies

# INVESTMENT SCHEDULE - Base Service plus Overages Option

## Tornillo ISD

### Proposed Solution

#### Model Details

- (3) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Surge 120/15 Standalone
- (3) Lexmark M1342
- (2) Lexmark XM3250
- (2) Toshiba e-STUDIO7527ACT
  - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116, Next Gen PCS Power Filter, 120V-20 Amps
- (4) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, Surge 120/15 Standalone

#### Service Details

Pool Name	Monthly Pages Included	Quarterly Overage Per Page
Mono Pool	80,509	\$0.00683
Color Pool	15,057	\$0.03553

\*\*\* Helps maintain a lower print budget by paying for overages used

#### Total Monthly Investment

- 48 Month Lease \$2515.00
- 60 Month Lease \$2270.00

Monthly investment includes parts, labor, travel, and supplies

## INVESTMENT SCHEDULE - Cost per Copy Option

### Tornillo ISD

#### Proposed Solution

##### Model Details

- (3) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, 50-sheet Inner Finisher, Surge 120/15 Standalone
- (3) Lexmark M1342
- (2) Lexmark XM3250
- (2) Toshiba e-STUDIO7527ACT
  - Included Features: 65-Sheet Multi-Staple Finisher, Holepunch for MJ1115/1116, Next Gen PCS Power Filter, 120V-20 Amps
- (4) Toshiba e-STUDIO4525AC
  - Included Features: RADF Document Feeder, Copier Stand, Surge 120/15 Standalone

##### Service Details

Pool Name	Monthly Pages Included	Quarterly Overage Per Page
Mono Pool	0	\$0.00683
Color Pool	0	\$0.03553

\*\*\* Cost per Copies helps maintain a lower print budget by paying only for print usage

##### Total Monthly Investment

- 48 Month Lease \$1,430.00
- 60 Month Lease \$1,185.00

Monthly investment includes parts, labor, travel, and supplies;



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

**Associate:** MichelleLemke  
**Quote ID:** 23322

Today's Date: 8/16/2023  
 Expires On: 9/16/2023

**Equipment Order**

Qty	Mfg	Type	Item Name	Item Number
1			PaperCut Renewal 2023 -2024 Fiscal Year	
14			Copier Renewals 2023 - 2024 Fiscal year	

**Service Agreements**

Qty	Agreement	Description	Monthly
	MaxLease	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"/>

**Monthly Breakdown (Plus Applicable Taxes)**

Term	Total	FMV: <input checked="" type="checkbox"/>	\$Out: <input type="checkbox"/>
12	\$2,879.60		



Remarks

- Central Office (NO CHANGE) ---- Keep TAG 35316 Canon IR 5560

- MOVE TO TORNILLO JR HIGH - WORKROOM ---TAG 35319 Canon IR 5560

- TORNILLO JR HIGH -FRONT OFFICE --- (NO CHANGE) TAG 35320 Canon IR 5560

- TORNILLO HS - (MOVE TO LIBRARY) - TAG 35323 Canon IR 5560

- TORNILLO HS - WORK AREA 100 HALL (NO CHANGE) - TAG 35312 Canon IR 5560

- MOVE TO TORNILLO INTERMEDIATE (LIBRARY) -TAG 35315 Canon IR 5550

- MOVE TO TORNILLO INTERMEDIATE (CAFETERIA) TAG 40082 LEXMARK M5155

-TORNILLO HS - WORK AREA 200 HALL (NO CHANGE) -TAG 35313 Canon IR 5550

- TORNILLO HS - FRONT OFFICE (NO CHANGE) - TAG 35314 Canon IR 5550

- TORNILLO HS - MOVE TO COMPUTER LAB - TAG 38552 - Lexmark M5155

- TORNILLO HS - (NO CHANGE) - TAG 38553 - Lexmark M5155

- TORNILLO HS - MOVE TO CAFETERIA - TAG 35318 - CANON IR256IF

- MOVE TO TORNILLO INTERMEDIATE -LIBRARY - Keep Tag 38549 - Lexmark M5155

-MOVE TO TORNILLO JR HIGH - LIBRARY --- Tag 38550 - Lexmark M5155 =

E-FAX solution, PAPER CUT & COPIERS ABOVE = \$2,879.60 per month

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

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

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

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

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. 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). Both cleaning and operator-installable parts/consumables, 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 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) equipment which requires rebuilding, overhauling or shop repairs but approval to proceed has been refused; (e) use of non Company-approved replacement parts and/or operating supplies and, (f) 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 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 usage designated for the equipment. Image (copy, print or scan) volumes and toner/ink page-fill percentages are analyzed annually and adjustments may be made to reflect a change in machine usage, which will affect rates, usage allowance and excess image charges for the next term period. Rates for network connected device "fleet" agreements assume the consent to install server-based automated remote monitoring & device meter capture software and may be increased if installation is disallowed for any reason.
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. Generally, if the contracted equipment can print from a non-networked environment, the problem is outside the scope of this agreement and any work performed will be at 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. Notwithstanding anything to the contrary, Company is not liable for any delay in delivery or unavailability of Third Party applications ordered by or on behalf of Customer and Company disclaims all warranties, express or implied, including warranties of non-infringement, merchantability and fitness for a particular purpose related to such Third Party applications. All such Third Party applications are provided by Company "as is" and "as available".
22. Company may pass through any increase in fees from Third Party providers. Customer shall reimburse Company for any Third Party Provider fees or charges incurred by Company on behalf of Customer. The continued availability of Third Party applications is not within the control of the Company and Customer therefore agrees that Company may cancel and cease to provide any Third Party applications, and support thereto, within a minimum of fifteen (15) days prior notice at any time without liability to Customer. In case of cancellation, Company will reasonably assist Customer in identifying an alternative provider of Third Party applications and/or support.
23. 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 services which are billable at then current rates.
24. 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: 7/1/2022





**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





# MEMORANDUM

**To:** Members of the Board of Trustees  
**From:** Mr. Alejandro Olvera, THS Principal  
**Subject:** New Tech Network College Access Collaborative Participation Memorandum of Understanding and Data Sharing Agreement  
**Date:** August 9, 2023

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## HISTORY:

New Tech Network College Access collaborates with the Bill and Melinda Gates Foundation to provide high schools with a 24-month improvement-focused opportunity to increase postsecondary enrollment, persistence, and attainment rates for students of color and students who are economically disadvantaged.

## RATIONALE:

The collaboration with New Tech Network College Access will help ensure students, staff, and district have support to succeed in the following areas as specified in Exhibit A:

- **Continuous Improvement Work:** Driver diagram logic model to support organizing cross-school learning around common problems of practice
- **Virtual Cross-School Collaboration and Learning:** Participation in virtual cross-network collaboration to efficiently and effectively scale learning and deepen the impact of the work
- **Capacity Building:** Support school-wide approach for post-secondary planning through shifting adult mindsets, deepening staff knowledge of post-secondary options, and revising or creating new structures and processes for advising, engagements with parents/families, and removing barriers to postsecondary enrollment
- **Data Tracking and Sharing:** Support in data collection and analysis

## BUDGET IMPACT:

None.

## ADMINISTRATIVE RECOMMENDATION:

The Administrative recommendation is for the Board of Trustees to approve the Memorandum of Understanding for the New Tech Network College Access Collaborative Participation and Data Sharing Agreement that will provide guidance and support the postsecondary enrollment of students.



New Tech Network

**MEMORANDUM OF UNDERSTANDING FOR  
New Tech Network College Access Collaborative Participation**

This MEMORANDUM OF UNDERSTANDING (the “MOU”) is effective as of May 12, 2023 between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network”) (“NTN”) as partners for the Bill and Melinda Gates Foundation (BMGF) College Access Grant, and **Tornillo Independent School District** (“District”) agrees to the terms and conditions below between the parties with support provided by New Tech Network and participation expectations of the school partners within the District participating in the NTN College Access Collaborative (“Collaborative”). A Collaborative shall be defined as a systematic approach to improving student outcomes in which school teams test and measure promising practice and share their experiences in an effort to accelerate learning and widespread implementation.

**RECITALS**

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

**1. College Access Collaborative Coaching**

- (a) Subject to the terms of this MOU, New Tech Network agrees to provide the District and school partners support as set forth in Exhibit A hereto. District understands and agrees that a mutually agreed definitive agreement directly with New Tech Network is required to join the NTN College Access Collaborative and that entering into this MOU does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with this MOU (the “NTN Materials”). District may only use the NTN Materials for the purpose of receiving the support under the NTN College Access Collaborative.
- (b) New Tech Network will provide co-design and coaching support (“Coaching”) to the District to support Collaborative participation. New Tech Network agrees to support as described in Exhibit A.
- (c) This MOU begins with the effective date and terminates June 30, 2025, the end of the Collaborative period.
- (d) Either party may terminate this MOU for cause resulting from breach of the other party upon providing thirty (30) days advance written notice and an opportunity to resolve the issue with the other party. NTN reserves the right to terminate the agreement if funding from the Bill and Melinda Gates Foundation discontinues.
- (e) *Indemnification.* New Tech Network will defend, indemnify and hold harmless the District against any and all third party liability (including damages, recoveries, deficiencies, penalties and legal fees) in each case solely to the extent such costs and damages are payable to unaffiliated third parties, arising from or in connection with New Tech Network’s infringement of a U.S. intellectual property right, or New Tech Network’s

gross negligence or willful misconduct in connection with the Coaching. New Tech Network's obligation to indemnify the District from and against any losses arising from a Claim (defined below) will not apply to the extent that the Claim arises from (a) District's use of the Coaching in a manner that is not permitted under this Agreement, (b) modifications to the Coaching made by anyone other than New Tech Network; (c) the combination of the Coaching with hardware or software not made by New Tech Network, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) District's continued use of the Coaching or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Coaching that is no longer supported by New Tech Network. New Tech Network's indemnification obligations hereunder are conditioned upon the District providing New Tech Network with (i) prompt notice of the potentially indemnifiable claim ("Claim"), (ii) sole control over the defense and settlement of such Claim, and (iii) at District's expense, reasonable cooperation in the defense and settlement of such Claim.

(f) *Limitation of Liability.* In no event will New Tech Network's liability to the District arising out of or related to this MOU or the License or the Coaching provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed New Tech Network insurance limit for such liability.

(g) *Other Damages.* In no event will New Tech Network be liable to District for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this MOU or the Coaching provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, even if advised of the possibility of such damages.

## **2. Work Product; Ownership of Intellectual Property.**

(h) New Tech Network owns and retains all right, title, and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by and made accessible to District in connection with this collaborative participation.

(i) *Prohibited Uses.* District may not copy, distribute, reproduce, use or allow access to the materials except as explicitly permitted under this MOU, and District will not decompile, reverse engineer, disassemble or otherwise attempt to derive source code from the NTN Technology. No right is granted hereunder to rent the Materials, to use the Materials for commercial purposes, or to use the Materials to perform services for third parties (so-called "service bureau" uses).

**IN WITNESS WHEREOF**, the parties have caused this MOU to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above.

**NEW TECH NETWORK**

**TORNILLO ISD**

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

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

Printed: \_\_\_\_\_

Printed: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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

**Email the signed copy to:**  
  
Jenny Bernicky  
[jbernicky@newtechnetwork.org](mailto:jbernicky@newtechnetwork.org)

## Exhibit A

### A. BACKGROUND ON THE COLLABORATIVE

In collaboration with the Bill and Melinda Gates Foundation, New Tech Network is launching a 24-month, improvement-focused Collaborative with the express intent of increasing postsecondary enrollment, persistence, and attainment rates for students of color and students who are economically disadvantaged.

Our four-tiered approach is designed to ensure that students, staff, and districts have the following wrap-around support to succeed:

- Continuous Improvement Work: Schools will receive a driver diagram logic model crafted by NTN focused on key indicators and measures for post-secondary enrollments. The driver diagram will assist schools in organizing cross-school learning around common problems of practice.
- Virtual Cross-School Collaboration and Learning: Collaboration will be crucial to successfully fulfilling the goals of this collaborative. Schools will participate in virtual cross-network collaboration to efficiently and effectively scale learning and deepen the impact of the work.
- Capacity Building: This work is intended to aid schools in moving from a single source of support to a more comprehensive, school-wide approach for post-secondary planning. The shift will be achieved through shifting adult mindsets, deepening staff knowledge of postsecondary options, and revising or creating new structures and processes for advising, engagements with parents/families and removing barriers to postsecondary enrollment.
- Data Tracking and Sharing: Quality, consistent, and available disaggregated data will be key to supporting the work. NTN will support schools in the collection and analysis of data.

**B. RESPONSIBILITIES OF PARTIES:**

The parties acknowledge that it is vital to the success of the partnership that New Tech Network delivers and the school and district take part in all of the activities required during the duration of the Collaborative.

**School and district agrees to do the following:**

- Ensure availability of identified improvement team for monthly virtual coaching facilitated by a NTN College Access Coach
- Ensure availability of improvement team to attend and engage in virtual convenings
  - Winter 2024, Spring 2024, Fall 2024, Winter 2025, and Spring 2025
  - *Team participation should be consistent to ensure continuity of the work*
- Identify a team lead for each improvement team. The team lead will be the primary contact and oversee execution of the improvement effort
- Identify a district and/or school leader sponsor to participate in planning sessions with NTN to monitor progress and address system challenges
- Hold at least bi-monthly improvement team meetings to ensure progress towards aims and primary measures
- Regularly (at least monthly) track and share college access outcome data and learning
- District agrees to secure National Student Clearinghouse (NSC) data (cost covered by NTN; unless NTN is already covering the cost of NSC data for a school or district)
- Participate in collaborative evaluation activities, including completing surveys conducted by NTN
- Respond to correspondence from NTN within 3 business days

**New Tech Network (NTN) agrees to do the following:**

- Provide a driver diagram, measurement system, change package, templates, and other resources
- Design and facilitate virtual convenings for school-based improvement team
- Provide ongoing support through virtual coaching at least monthly
- Support school-based improvement teams in developing systems to gather college access data at key points in the year and use this data to guide learning
- Reimburse the cost of yearly National Student Clearinghouse (NSC) data (unless NTN is already covering the cost of NSC data for a school or district)

**DATA SHARING AGREEMENT**  
BETWEEN  
Tornillo Independent School District  
AND  
NEW TECH NETWORK, INC.

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between the Tornillo Independent School District (“ISD”) and New Tech Network, Inc, a California Corporation (“NTN”) (each a “Party” and collectively the “Parties”) in connection with the Memorandum of Understanding (MOU) for College Access Network for School Improvement (NSI) Participation by and between ISD and NTN, dated May 12, 2023 (the “MOU”) who, as parties to the DSA, elect to accept these terms:

PREAMBLE

The mission of NTN is to provide a school education program intended to prepare students to excel in an information-based, technologically advanced society. To that end, certain data is being requested as part of the DSA to fulfill the organization’s mission. Therefore, ISD agrees that it will permit NTN to access individual student-level data, including but not limited to records that contain information directly related to an identifiable student and are maintained by ISD, as well as teacher data and row level information (the “Educational Records”) as further described below. Such disclosures of Educational Records will be made to enable NTN to conduct a study for or on behalf of ISD for the purpose of improving instruction (“Study”).

The scope of the Study addressed in this DSA is limited to the use of Educational Records solely for the purpose of calculating and analyzing student and school level information to assist in evaluating the ongoing effectiveness of the NTN services, supports, and NSI interventions supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of ISD’s educational interests, providing formative feedback to NTN, and for use in calculating network level results included in education publications.

NTN will use personally identifiable information (“PII”) from Educational Records provided pursuant to this DSA solely to conduct the Study for the purpose of improving instruction and within the scope described above.

THEREFORE, in consideration of the terms and conditions hereof, the parties agree to the following terms of this DSA:

1. Data Sharing

The Educational Records shall be provided by ISD to NTN without limitation. NTN agrees that, as between the parties, the Educational Records transferred from ISD to NTN is and shall remain the sole and exclusive property of the ISD. The format of the Educational Records will vary depending on integration method and requirements. ISD represents and warrants that it has all necessary rights to share Educational Records as set forth herein for the purposes and use set forth in this DSA. ISD will not provide to NTN or to NTN’s data partners individually-identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, or social security numbers.

To the extent available to ISD, and in accordance with the Scope of the Study, as above stated, ISD will provide NTN with the types of Educational Records necessary to carry out the stated Study. The specific student data to be disclosed by ISD to NTN will include Educational Records, data points, and data obtained through ISD's use of the district's college readiness software that is organized in rows, with each student listed in a row with the relevant variables in the columns, such as [student demographic data, FAFSA status, College Entrance (CE) exam participation, and college application details] ("Row-Level Data").

In consideration of the analytics and information provided to ISD by NTN in connection with this DSA, ISD hereby grants NTN a non-exclusive, royalty-free, fully paid-up, worldwide license to access, process and analyze the ISD Educational Records.

The anticipated duration of the analytical Study addressed in this DSA shall be July 31, 2024.

## 2. Confidentiality

NTN will maintain the confidentiality of any and all Educational Records obtained from ISD as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA.

NTN agrees to conduct the Study in a manner that does not permit personal identification of parents and students, as those terms are defined by the Family Educational Rights and Privacy Act of 1974 and its implementing regulations (20 U.S.C. §1232g; 34 C.F.R. Part 99; "FERPA") by any individuals other than representatives of NTN that have legitimate interests in the information.

To ensure the continued confidentiality and security of the Educational Records, student and staff data processed, stored, or transmitted under this DSA at all stages of conducting the Study, NTN shall establish a system of safeguards that will, at a minimum, include the following:

- a. NTN shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically-maintained or transmitted Educational Records received from, or on behalf of ISD. This obligation will be extended by contract to all subcontractors used by NTN.
- b. NTN and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of Educational Records provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
- c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit Educational Records provided under this DSA.
- d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit Educational Records provided under this DSA.

- e. Procedures and systems that are designed to ensure that all confidential Educational Records processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said Educational Records.
- f. The procedures and systems developed and implemented to process, store, or transmit Educational Records provided under this DSA shall ensure that any and all disclosures and re-disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws relating to the privacy rights of students and staff (including, without limitation, FERPA) as such laws are applicable to the parties to this DSA.
- g. Before NTN may share Educational Records with any third parties, NTN will perform the following disclosure avoidance procedures: data suppression to withhold or remove identifiable information (eliminating identifiers) or recoding identifiers (if recoded crosswalk files will not be created).
- h. NTN shall return to ISD all Educational Records or any portions thereof requested by ISD, or, at ISD's election, NTN shall destroy all or any part of ISD's Educational Records that is within the possession or control of NTN and shall upon request by ISD, provide certification of such destruction.

3. Destruction of Information

ISD retains ownership of the PII from Educational Records that it provides to NTN pursuant to this Agreement. NTN agrees to destroy all Personally Identifiable Information from Educational Records when that PII is no longer needed for the purposes of the Study. In any event, the PII must be destroyed within three (3) months of completion of the Study.

4. Right to Audit

During the term of the Study, ISD maintains its right to audit or conduct other monitoring activities of NTN's policies, procedures, and systems with regard to the use of PII. NTN agrees that any PII will not be re-disclosed without permission of ISD except as permitted under applicable federal and state privacy laws.

5. Applicable Law

The laws of the State of Texas govern this DSA.

6. Indemnification

Each Party agrees to indemnify the other against actions, claims, damages and losses, including attorneys' fees that may arise out of or in any way result from the Party's own negligent or intentional acts, errors or omissions. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this DSA and the Parties shall be held harmless for any claims

or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this DSA or pursuant to law.

7. Entire Agreement

This DSA supplements and amends the MOU only with respect to the express subject matter herein, and the MOU is otherwise not affected. In the event of a conflict between this DSA and the MOU, the provision of this DSA shall prevail only with respect to the subject matter herein.

8. Execution

Each of the persons signing this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.

9. Assignment

None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.

10. Severability

If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.

11. Waiver

Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.

12. Modification and Amendments

This DSA may be amended or modified at any time only in writing by mutual agreement of the authorized representatives of the signatories to this DSA. ISD and NTN further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to ISD and NTN are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.

13. Term and Termination

This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties. The term of this DSA shall expire on the termination date stated in the MOU.

Notwithstanding any other provision of this DSA to the contrary, either Party shall have the right to terminate this DSA at any time upon thirty (30) days' written notice to the other Party.

14. Data Custodians

NTN agrees to designate individuals who will be directly responsible for managing the Educational Records disclosed by ISD to NTN pursuant to this DSA ("Data Custodians"). NTN agrees to inform ISD of the names and position titles of such Data Custodians as soon as possible, but no later than within 30 days of the effective date of this agreement.

**[SIGNATURES ON FOLLOWING PAGE]**

**IN WITNESS WHEREOF**, the Parties agree to this Data Sharing Agreement as of the last day noted below.

**NEW TECH NETWORK, INC.**

By: \_\_\_\_\_  
Eileen Grady  
Chief Financial Officer

**TORNILLO INDEPENDENT SCHOOL DISTRICT**

SIGNATURE:

By: \_\_\_\_\_  
[Name]  
[Title]

**Resolution to Declare a Good Cause Exception for House Bill 3  
Armed Security Officer Requirement**

**WHEREAS**, the Board of Trustees of the Tornillo Independent School District (“**TISD**” or “**District**”) is committed to the safety and security of all students and staff at TISD;

**WHEREAS**, the 88<sup>th</sup> Texas Legislature passed House Bill 3 addressing school safety and security to include amending the Texas Education Code by adding Section 37.0814, effective September 1, 2023, requiring the Board of Trustees of the public school district to determine the appropriate number of armed security officers for each district campus;

**WHEREAS**, the Texas Education Code 37.0814 requires an armed security officer at each campus during regular school hours, and each armed security officer must be either a school district peace officer, school resource officer, or commissioned peace officer employed as security (referred to collectively as “**commissioned peace officer**”);

**WHEREAS**, the District currently cooperates with the El Paso County Sheriff’s Department for the provision of school resource officers, but there is not a school resource officer assigned to every District campus on a full-time basis;

**WHEREAS**, Texas Education Code 37.0814(c) provides a good cause exception for school districts that are not able to provide commissioned peace officer at every campus during regular school hours due to the availability of funding or lack of qualified commissioned peace officers, so long as school districts develop an alternative standard for compliance;

**WHEREAS**, the Board of Trustees has determined that the District qualifies for a good cause exception(s), due to the lack of funding to contract for additional school resource officers, and/or due to the shortage of available qualified commissioned peace officers in the District’s geographical area;

**WHEREAS**, the Board of Trustees has determined that the District qualifies for a good cause exception, as referenced prior, and finds that Tornillo Intermediate Building A, and Tornillo Junior are to share a single commissioned peace officer due to the campuses being located on the same property;

**WHEREAS**, the District is actively seeking resources for additional school resource officers with the El Paso County Sheriff’s Department, and should school resource officers become available, the District intends to contract with the El Paso County Sheriff’s Department regarding the provision of additional school resource officer(s); and

**WHEREAS**, the Board of Trustees has developed an alternative as outlined in Texas Education Code 37.0814(c) for the safety and security of students and staff, by utilizing school resource officers in conjunction with appropriate trained security personnel, security service contractors, school marshals and/or school guardians.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Trustees for TISD hereby determines that the District is unable to endure that at least one-armed security officer, as defined by law, is present during regular school hours at each District campus;

**BE IT FURTHER RESOLVED**, that the Board of Trustees of TISD has determined, pursuant to Texas Education Code 37.0814(c), that the District qualifies for the good cause exception to providing armed security officers at each campus during regular school hours, and has developed a suitable alternative for providing safe and secure campuses by utilizing school resource offices in conjunction with appropriately trained armed security officers, security service contractors, school marshals and/or school guardians on each campus who will carry a handgun on school premises;

**BE IT FURTHER RESOLVED**, the Board of Trustees hereby finds that the District, in determining this good cause exception and establishing the alternative standard, is in compliance with Texas Education Code 37.0814;

**BE IT FURTHER RESOLVED**, that a copy of this Resolution be placed in the meeting Minutes of the TISD Board of Trustees; and

**FINALLY, BE IT RESOLVED**, that the Superintendent shall take all actions necessary and appropriate to implement this resolution in compliance with the State and Federal law and the District policies, in consultation with the Board of Trustees and to ensure that documentation is maintained related to the district's implementation of and compliance with these laws, including documentation related to the good cause exception and to provide said documentation to the Texas Education Agency as prescribed.

#### **CERTIFICATE FOR RESOLUTION**

I hereby certify that the foregoing resolution was presented to the Board of Trustees of the Tornillo Independent School District during a lawfully called meeting on **August 14, 2023**. A quorum of the Board being then present, a motion was made to accept the resolution and seconded, such resolution was then adopted accordingly.

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**MARLENE BULLARD**,  
Board of Trustees President

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**ROSY VEGA-BARRIO**,  
Superintendent of TISD



# TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

## MINUTES OF REGULAR BOARD MEETING

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

Wednesday, July 26, 2023

### 1. (OTHER) First Order of Business

5:32PM –  
5:34PM

- A. Establish a quorum and call the meeting to order

The meeting was called to order at 5:30 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  
Hector Lopez via Zoom  
Enrique Vega

MEMBERS ABSENT:

Daniel Dozal  
Maria Saldaña

- 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.

- C. District Mission and Vision

Marlene Bullard, Board President, led the Board of Trustees in the District Mission and Vision.

### 5:34PM – 2. (OTHER) Superintendent's Report

5:37PM

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the superintendent's report.

### 5:37PM – 3. (OTHER) Open Forum

5:39PM

Ms. Georgina Miramontes, District Diagnostician / SPED / 504 Coordinator, participated in Open Forum. Ms. Miramontes shared the results of the dyslexia compliance audit.

### 4. (VISION Y) Information / Reports / Presentations

5:39PM –  
5:41PM

- A. Financial Reports-Information Only

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for June 2023.

No Action Necessary.

5:41PM –  
5:43PM

- B. Quarterly Investment Report – Quarter Ending June 30, 2023

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report – Quarter Ending June 30, 2023.

No Action Necessary.

5:43PM –  
5:44PM

- C. HB3: School Safety – Armed Guard

Mr. Carlos Garcia, District Safety Supervisor, presented the Board of Trustees with HB3: School Safety – Armed Guard.

No Action Necessary.

**5. (VISION Y) Board Items**

5:44PM –  
5:48PM

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

1. Consider Approval of Cafetorium Access Road Construction

Mr. Rene Estrada, Maintenance/Transportation Director, presented the Board of Trustees with the Cafetorium Access Road Construction.

*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Cafetorium Access Road Construction, as presented.*

Motion Passed Unanimously.

5:48PM –  
5:55PM

2. Consider Approval to Purchase Intervene K-12 TCLAS 6

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the purchase of Intervene K-12 TCLAS 6.

*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the purchase of Intervene K-12 TCLAS 6, as presented.*

Motion passed unanimously.

5:55PM –  
5:58PM

B. Discussion and Possible Action Regarding Early Graduation

Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with Early Graduation.

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Early Graduation, as presented.*

Motion passed unanimously.

5:58PM –  
6:02PM

C. Consider Approval of Strong Foundation Grant

Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the Strong Foundation Grant.

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Strong Foundation Grant, as presented.*

Motion passed unanimously.

6:02PM –  
6:05PM

D. Discussion Regarding Districts Property Values and the Funding Lag

Mr. Luis Guerra, Director of Finance, presented the Board of Trustees with the Districts Property Values and the Funding Lag.

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Districts Property Values and the Funding Lag, as presented.*

Motion Passed Unanimously.

6:05PM –  
6:07PM

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

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Employment Contract and Possible Amendments.

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve moving Superintendent's Evaluation three months to take place mid-October, as presented.*

Motion passed unanimously.

6:07PM –  
6:14PM

- F. Discussion and Possible Action Regarding HB3 Armed Guard Requirement  
Mr. Carlos Garcia, District Safety Supervisor, presented the Board of Trustees with the HB3 Armed Guard Requirement.  
*Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to approve HB3 Armed Guard Requirement to have Board approval of Reasonable Assurance to Hire and/or meet requirement as required by HB3.*  
Motion Passed Unanimously.

6:14PM –  
6:19PM

- G. Consider Approval of Agreement between El Paso County and Tornillo ISD for Additional SRO  
Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the Agreement between El Paso County and Tornillo ISD for Additional SRO.  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Agreement between El Paso County and Tornillo ISD for Additional SRO, as presented.*  
Motion passed unanimously.

## 6. (STRUCTURE) Consent Agenda

6:19PM –  
6:20PM

- A. Consider Approval of Minutes from Previous Meetings:  
1.Regular Board Meeting Minutes - June 26, 2023
- B. Consider Approval of 2023-2024 Student Handbook
- C. Consider Approval of 2023-2024 Student Code of Conduct
- D. Consider Approval of 2023-2024 Organization Chart
- E. Consider Approval of TASB Policy Manual Update 121 (2nd Reading) affecting the following (LOCAL) Policies:  
1.CFB(LOCAL): ACCOUNTING – INVENTORIES  
2.CLB(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT – MAINTENANCE  
3.CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT – UNEMPLOYMENT INSURANCE  
4.CVA(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE BIDDING  
5.CVB(LOCAL): FACILITIES CONSTRUCTION - COMPETITIVE SEALED PROPOSALS  
6.DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN  
7.FD(LOCAL): ADMISSIONS  
8.FFI(LOCAL): STUDENT WELFARE - FREEDOM FROM BULLYING
- F. Consider Approval of 2023-2024 Substitute Handbook
- G. Consider Approval of Amended Lease Agreement with Region 19 Head Start Program
- H. Consider Approval of Disposal - Technology Equipment and Other
- I. Consider Approval of Budget Amendments
- J. Consider Approval of Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Program Pursuant to Chapter 37 of the Texas Education Code  
*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve ALL items on Consent Agenda, as presented.*  
Motion passed unanimously.

6:20PM – 7. **Next Meeting Tentative Date:** August 30, 2023

6:21PM *There being no further business, Ofelia Bosquez made the motion and Enrique Vega seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 6:21PM.*

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Marlene Bullard Date  
President, Board of Trustees

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Ofelia Bosquez Date  
Secretary, Board of Trustees



***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:

Tornillo ISD  
 PO BOX 170  
 TORNILLO TX 79853-0170

**Start Date:** 9/16/2023  
**Due Date:** 10/16/2023

**PAYMENT INFORMATION**
**Please send checks to:**

 Frontline Technologies Group LLC  
 PO Box 780577  
 Philadelphia, PA 19178-0577

**To make payment via ACH/EFT:**

 Bank Name: Wells Fargo, N.A.  
 Account Name: Frontline Technologies Group LLC  
 ABA/Routing #: 121000248  
 Account #: 4121566533  
 Swift Code: WFBIUS6S

Please include the invoice number in the memo of your check or ACH payment to ensure timely processing.

Please send remittance advice to [Billing@FrontlineEd.com](mailto:Billing@FrontlineEd.com).

You can find a copy of our W9 at <http://help.frontlinek12.com/WebNav/Docs/FrontlineEducationW9.pdf>.

Qty	Description	Start	End	End User	Rate	Amount
1	Frontline ERP, unlimited usage for internal employees	9/16/2023	9/15/2024	9024945 Tornillo ISD	\$41,978.16	\$41,978.16

Your timely payment is important to maintain a continuous subscription status and allow for delivery of services. Our billing system tracks by contract, not PO#. Therefore, we are unable to address questions based on PO#. If information is needed about your PO#, please contact your organization's financial department.

SUBTOTAL \$41,978.16

**TOTAL DUE** \$41,978.16  
**by 10/16/2023**

***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: 08/08/2023

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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 2023-2024 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

***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.

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.



**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, 2023** and ending **August 31, 2024**, 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.

Roxanne R. Franco  
Roxanne R. Franco (Aug 9, 2023 12:12 MDT)  
\_\_\_\_\_  
(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, 2023 and ending August 31, 2024, 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 maximum for student Evaluations and a maximum of \$150 per ARD, \$85 per hour of P/T services, \$85 per hour of O/T services, \$50 for any consultative services, \$45 per hour of supervision of staff, \$50 maximum per IEP, \$50 per hour for Medicaid 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.

HECTOR ZAVALETA  
HECTOR ZAVALETA (Aug 9, 2023 16:48 MDT)  
(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 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, 2023 and ending August 31, 2024, 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 Frausto \(Aug 9, 2023 18:01 MDT\)](#)

(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 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, 2023 and ending August 31, 2024, 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 **\$550.00 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



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, 2023 and ending August 31, 2024, 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 and a maximum of \$50.00 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 Gabriel Nevarez whose contract number is 1031 (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, 2023 and ending August 31, 2024, 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 \$300 for Student Evaluations of SpEd counseling and a maximum of \$100.00 per hour for any counseling sessions 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.

  
Gabriel Nevarez Aug 17, 2023 19:19 MDT  
\_\_\_\_\_  
(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 Jose Morales whose contract number is 1026 (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, 2023 and ending August 31, 2024, 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 **\$51 for Student Services and a maximum of \$100 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.

Joe Morales (Aug 18, 2023 15:02 MDT)

(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 Sunbelt Staffing LLC whose contract number is 1029 (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, 2023 and ending August 31, 2024, 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. \_\_\_N/A\_\_\_ or the sum of \$110 maximum for Teacher of Deaf and Hard of Hearing and any previously agreed upon service and provider 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.

Sunbelt Staffing, LLC

*Stuart Maness*

a

**Stuart Maness**

Division Director

August 22, 2023

11:41 UTC

IP: 39.140.226.242

AGREED and ACCEPTED on behalf of District this \_\_\_\_\_ day of \_\_\_\_\_, by a person authorized to bind School District.

\_\_\_\_\_

\_\_\_\_\_

Superintendent

Date



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

August 4, 2023

Ms. Rosa 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, 2023, 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 9/1/2023 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**  
TREVIÑO 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

8/1/2023

(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.

# 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**

**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

**Certificate Number:**  
 2023-1049222

**Date Filed:**  
 07/20/2023

**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

**Date Acknowledged:**

**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
	Kyle, Paige	Austin, TX United States	X	
	Trevino, Oscar	Austin, TX United States	X	
	Gallegos, Elena	Austin, TX United States	X	
	Walsh, Jim	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 20th day of July, 20 23  
(month) (year)



**Diana Stangl - Firm Administrator**

134 nature of authorized agent of contracting business entity  
 (Declarant)



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.

<u>Name</u>	<u>Title</u>	<u>E-mail</u>
Ms. Rosa 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)

**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 2, 2023, through September 30, 2024. 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 2<sup>nd</sup> day of October 2023, and complete performance no later than September 30, 2024.

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 **\$3.00**, Snacks **\$2.25**, and Lunch **\$5.25**. 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 (September, 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, 2023 through August 30, 2024. 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 **\$2.25**.

#### 2. Term

The Contractor shall commence performance of this Contract on the 1<sup>st</sup> day of September 2023 and shall complete performance no earlier than August 30, 2024.

#### 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>181</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 **\$5.25** 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: \_\_\_\_\_



# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M. Guerra, Director of Finance  
Subject: Property, Casualty and Auto Liability Insurance 2023-2024  
Date: August 30, 2023

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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, workers compensation and auto liability insurance for 2023-2024 - \$353,679

## ADMINISTRATIVE RECOMMENDATION:

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

Attached is the proposal for the district's insurance renewal. Overall, the increase from last year is about 34%. Your property values did increase by about 11%, so that accounts for most of the increase. The remainder of the increase is just due to the rate increases we are seeing across the industry.

Due to economic and inflationary factors, many insurers are becoming more conservative in their pricing models and prolonging an environment of rate increases. According to a new report from the American Property Casualty Insurance Association (APCIA), "The U.S. property casualty insurance industry is facing significant pressure from rising economic inflation, legal system abuse, supply chain constraints, increasing catastrophic weather driving up losses, and historic cost increases for reinsurance and other forms of capital. The combined effects are resulting in the hardest market cycle in a generation".

Global insured losses from natural disasters reached \$53 billion in the first half of 2023, just a quarter of the estimated \$194 billion in economic losses. Texas alone experienced nearly \$7.6B (30%) of the estimated \$26B in U.S. losses during the first half of 2023.

We are halfway through 2023, but with very few positive changes in the market outlook for the remainder of the year and into 2024. The Property Marketplace continues to be the hardest in recent memory and potentially the most sustained, difficult market of all time. Everyone's "crystal ball" remains murky at best, but the underlying factors of this marketplace (e.g., economic turmoil, inflation, poor investment returns, rising construction cost, under reported valuations, increased loss costs, unrelenting natural disasters, etc.) have not subsided and indicate a prolonged hard market. In addition, the second half of the year brings the bulk of the U.S. Hurricane Season and the potential to add to the first half of 2023's Severe Convective Storm (SCS) loss tally which was the second costliest 6 months (only behind 2011) on record for the United States.

The insured loss total for the first half of 2023 is the fourth highest on record, about 46% higher than the average. Worldwide there were 18 individual multi-billion-dollar loss events, the highest in any first half on record, and Q1 was the costliest first quarter on record with a total of nearly 50% higher than the previous high mark.

Severe convective storms (SCS) in the United States contributed the bulk of the global insured losses at 77% and at least \$40 billion. Eight multi-billion-dollar events occurred in the U.S. in the first six months of the year.

Based on a report from a leading catastrophic risk modeling company, Karen Clark & Company (KCC), they estimated that the insured loss from the Severe Convective Storm (SCS) outbreak between June 10th and 19th in the US will be close to \$5.5 billion.

- Texas experienced the most damage from this event.
- The largest hail stone recorded from this event fell in Wheeler County, Texas on June 13th and measured 5.5 inches.
- Of the 1,557 hail reports, more than 18% were severe (>2" in diameter).

Some experts predict that while U.S. insured losses for the first half now stand around \$40 billion, loss development in the near future would likely push the total higher to exceed the previous record to U.S. first-half losses set in 2011. I have tried to explain the state of the current marketplace at a

global level while also focusing on the local, geographic area where you are located. Unfortunately, the marketplace isn't improving, and the effects are being felt by every entity that buys insurance.

We have literally approached all worldwide capacity in an effort to deliver the lowest renewal increase possible. I know that this is not the renewal you were expecting, but the marketplace has changed so much in just two months that I can honestly say that every district is receiving a large increase. While the rate for Tornillo ISD may have increased, it is still comparable to other districts in your area. This is a very tough year for everyone, but we have done everything to make sure that the district has received the best pricing that the market will bear.

2023 Commercial Insurance Proposal

Tornillo Independent School District



Phillip Briscoe  
Vice President

Account Manager: Marcela Garcia, CISR  
Date Prepared: August 10, 2023



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## About USI Insurance Services

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

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

Coverage	Expiring Term	Renewal Term
Property	\$178,868	\$254,119
Equipment Breakdown	\$3,273	\$3,290
General Liability	\$975	\$1,464
Automobile	\$25,612	\$24,139
Educator's Legal Liability	\$3,587	\$6,255
Cyber Liability	\$7,265	\$5,433
Workers' Compensation	\$58,944	\$58,979
<b>TOTAL ESTIMATED ANNUAL PREMIUM</b>	<b>\$278,524</b>	<b>\$353,679</b>

### Optional Auto Liability Quotes:

- Uninsured/Underinsured Motorist Coverage - \$1,591 additional premium
- Medical Payments - \$1,256 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
- Signed CAS Addendum Agreement for 3rd year of a 3-Year Contract or New 3-Year Plan
- Signed A.M. Best JUA and Unrated Notification – CAS
- Please specify of any vacant buildings, confirm that they are maintained accordingly and advise of the building's future use. Please note that there will be no building coverage for any vacant buildings, if not specified.

### Payment Terms:

- PCAT – Agency Bill (Full Payment)
- CAS – Direct Bill (Full Payment)

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





2023 Coverage Summary

Tornillo ISD

PCAT 9.1.2023 - 9.1.2024

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	\$73,113,690	1.1% per building, \$500,000 minimum, per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	\$73,113,690	\$10,000 per occurrence
Property Frozen Pipes	PCAT	Replacement Cost Blanket Coverage	\$73,113,690	\$50,000 per building, \$250,000 minimum, 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	\$73,113,690	\$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	None \$10,000 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
APD - Catastrophe	PCAT	Actual Cash Value	\$1,568,848	\$25,000

## 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	\$	1,000,000
Loss to Undamaged Portion of the Building		Included
Debris Removal	\$	250,000
Errors & Omissions	\$	500,000
Extra Expense	\$	2,000,000
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

*Coverage applies when not within 1,000 feet of the described premises and are subject to the limits and the deductibles listed.*

Audio Visual Equipment	\$	100,000	\$	15,000
Band Equipment, Uniforms, & Musical Instruments	\$	500,000	\$	10,000
Electronic Data Processing Equipment	\$	2,000,000	\$	15,000 ✓
Media & Data		Included		
Fine Arts	\$	25,000	\$	10,000
Miscellaneous Equipment (includes Mobile Equipment)	\$	500,000	\$	10,000
Personal Effects and Property of Others – Off Premises	\$	100,000	\$	10,000
Personal Property In Transit	\$	50,000	\$	10,000
Property Off-Premises	\$	100,000	\$	10,000

## Crime

	Limits	Deductible
Employee Dishonesty	\$ 100,000	\$ 5,000
Money & Securities - Inside the Premises	\$ 50,000	\$ 5,000
Money & Securities - Outside Premises	\$ 50,000	\$ 5,000
Fraudulent Instruction	\$ 50,000	\$ 5,000
Forgery & Alteration	\$ 50,000	\$ 5,000

## Equipment Breakdown

	Limits	Deductible
Equipment Breakdown Limit	\$ 73,113,690	\$ 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
<b>Cyber Loss &amp; Liability Coverage</b>	<b>\$1,000,000</b>	<b>\$25,000</b>
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	\$ 1,000,000	None
Each Occurrence	\$ 1,000,000	None
Damage To Premises Rented To You	\$ 500,000	None
Unmanned Aerial Vehicle Aggregate	\$ 100,000	None
Personal and Advertising Injury	\$ 1,000,000	None
Products/Completed Operations Aggregate	\$ 1,000,000	None
Law Enforcement Liability - Each Occurrence	\$ 1,000,000	\$ 10,000

## Employee Benefits Liability

	Limits	Deductible
Claims-Made & Reported Form		
	Retroactive Date: 9.1.2020	
Each Claim	\$ 1,000,000	None
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	ACV	\$ 1,000
Including Flood, except in Zones Prefixed A or V		
Catastrophic Comprehensive Coverage	\$ 1,568,848	\$ 25,000
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 the school solicits an alternate quote from another proposer subsequent to the date this proposal is received by the school.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. 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 PCAT Multi-Year Interlocal Addendum.
2. PCAT Interlocal Agreement, revised as of 7.15.2022.
3. Signed coverage applications.

## Cost Summary

	Exposures		Cost
Property	Building	\$62,018,468	\$ 254,119
	Contents	\$ 11,095,222	
	Total	\$ 73,113,690	
Equipment Breakdown	TIV	\$ 73,113,690	\$ 3,290
Cyber Loss & Liability	ADA	816	\$ 5,433
	Employees	177	
General Liability & Employee Benefits Liability	ADA	816	\$ 1,464
	Employees	177	
Educator's Legal Liability	ADA	816	\$ 6,255
	Employees	177	
Automobile Liability	Power Units	32	\$ 15,387
	Trailers	0	
Auto Physical Damage	Cost New	\$1,568,848	\$ 8,752
	Units	32	
<b>Annual Cost</b>			<b>\$ 294,700</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	\$ 1,591
Property Damage - per accident	\$ 25,000		
Medical Payments			
Per Person	\$ 2,500		
Per Accident	\$ 25,000	\$ 1,000	\$ 1,256

### 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.

## Workers' Compensation

**Insurance Company:** Claims Administrative Services, Inc.

**Policy Term:** 9/1/2023 to 9/1/2024

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	
2022 Expiring Annual Payroll	2023 Estimated Annual Payroll
\$8,436,328	\$8,441,292

## 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

## **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

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

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

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: \_\_\_\_\_

## 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

## Client Authorization to Bind

**Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.**

After careful consideration of your proposal dated August 10, 2023, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

- PCAT Renewal Quote – P&C       Please bind
  
- CAS Renewal Quote – WC       Please bind – Continue Current 3-Year Plan/Year 2
- CAS Renewal Quote – WC       Please bind – New 3-Year Plan/Year 1

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Client Signature

Date Signed

Tornillo Independent School District  
TORNIIND





## **Tornillo ISD Schedules**



# 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	\$ 184.52	20%		\$ 3,585,397	\$ 717,079	\$ 4,302,476
Tornillo ISD	071-908	Neil Bldg	1B	19210 Cobb Ave	Tornillo	79853	MFR	1	1969			14,073	\$ 172.82	18%		\$ 2,432,162	\$ 437,789	\$ 2,869,951
Tornillo ISD	071-908	IT Offices	1C	19190 Cobb Ave	Tornillo	79853	Frame	1	1970			2,280	\$ 165.36	40%		\$ 377,025	\$ 150,810	\$ 527,835
Tornillo ISD	071-908	Tornillo High School	2A	430 D Oil Mill Rd	Tornillo	79853	MNC	1	2010	2019	Yes	126,387	\$ 195.04	20%		\$ 24,650,371	\$ 4,930,074	\$ 29,580,445
Tornillo ISD	071-908	Stadium Field House	2B	430 D Oil Mill Rd	Tornillo	79853	MNC	1	2005			10,124	\$ 185.92	15%		\$ 1,882,228	\$ 282,334	\$ 2,164,562
Tornillo ISD	071-908	HS Portable (24 x 32)		430 D Oil Mill Rd	Tornillo	79853	Frame	1	2005			768	\$ 75.00	20%		\$ 57,600	\$ 11,520	\$ 69,120
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			1969							\$ 38,750	\$ -	\$ 38,750
Tornillo ISD	071-908	FB Scoreboard		19210 Cobb Ave	Tornillo	79853			1969							\$ 25,000	\$ -	\$ 25,000
Tornillo ISD	071-908	FB Fencing		19210 Cobb Ave	Tornillo	79853			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			1969							\$ 20,000	\$ -	\$ 20,000
Tornillo ISD	071-908	FB Lights (4 poles, 36 lights)		19210 Cobb Ave	Tornillo	79853			1969							\$ 196,000	\$ -	\$ 196,000
Tornillo ISD	071-908	Marquee		19210 Cobb Ave	Tornillo	79853			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	\$ 198.64	18%		\$ 8,589,349	\$ 1,546,083	\$ 10,135,432
Tornillo ISD	071-908	Intermediate School	3B	420 A Oil Mill Rd	Tornillo	79853	MNC	1	2001	2019		28,000	\$ 198.56	16%		\$ 5,559,594	\$ 889,535	\$ 6,449,129
Tornillo ISD	071-908	Jr High / Intermediate Gym	3C	420 B Oil Mill Rd	Tornillo	79853	MNC	1	2002			14,845	\$ 197.66	15%		\$ 2,934,201	\$ 440,130	\$ 3,374,331
Tornillo ISD	071-908	Maintenance-Transportation	3D	420 C Oil Mill Rd	Tornillo	79853	NC	1	2002			6,724	\$ 121.77	25%		\$ 818,783	\$ 204,696	\$ 1,023,479
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	\$ 194.04	16%		\$ 6,846,727	\$ 1,095,476	\$ 7,942,203
Tornillo ISD	071-908	Multi Purpose / Elementary Gym	4B	19200 Cobb Ave	Tornillo	79853	MNC	1	1994			13,450	\$ 164.69	15%		\$ 2,215,028	\$ 332,254	\$ 2,547,282
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	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
Tornillo ISD	071-908	Intermediate Portable B (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
Tornillo ISD	071-908	Intermediate Portable C (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
Tornillo ISD	071-908	Intermediate Portable D (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
Tornillo ISD	071-908	Intermediate Portable E (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
Tornillo ISD	071-908	Intermediate Portable F (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame	1	2002			768	\$ 75.00	16%		\$ 57,600	\$ 9,216	\$ 66,816
<b>Totals</b>																\$ 62,018,468	\$ 11,095,222	\$ 73,113,690

Signature \_\_\_\_\_

Date \_\_\_\_\_



**Tornillo ISD**

**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	1	2005	Blue Bird	BUS	1FDXE45P45HA94076	618200	\$ 46,840	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	2	2005	Blue Bird	BUS	1FDXE45P65HA94077	618300	\$ 46,840	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	3	2005	Blue Bird	BUS	1FDXE45P85HA94078	618300	\$ 59,460	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	4	2006	Blue Bird	BUS	1BAKBCAX6F237914	618300	\$ 81,750	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	5	2010	Blue Bird	BUS	1BAKGCPA7AF268654	618300	\$ 84,000	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	6	2015	Blue Bird	BUS	1BAKGCBAGFF305174	618300	\$ 99,400	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	7	2015	Blue Bird	BUS	1BAKGCBAGFF305175	618300	\$ 99,400	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	8	2016	Blue Bird	BUS	1BAKBCPA8GF324172	618300	\$ 99,795	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	9	2021	Thomas	BUS	4UZABRFBXMCMK7407	618300	\$ 99,521	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	10	2021	Thomas	BUS	4UZABRFB1MCMK7408	618300	\$ 99,521	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	11	2021	Thomas	BUS	1T7Y84G20M117640176401	618300	\$ 186,095	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	12	2021	Blue Bird	BUS	1BABNB6A7MF373460	618300	\$ 182,000	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	13	2002	Chevrolet	PU	1GCG24ROYR199441	014990	\$ 10,000	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	14	2003	Nissan	PU	1N6DD26T73C454636	014990	\$ 13,638	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	15	2003	Nissan	PU	1N6DD26T93C454234	014990	\$ 13,638	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	16	2006	Ford	PU	1FTNE24W96HB02974	014990	\$ 17,041	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	17	2008	Ford	PU	1FTNF20508ED57589	014990	\$ 18,694	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	18	2008	Ford	PU	1FTNS24W88DA95454	014990	\$ 17,697	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-909	19	2022	Chevrolet	PU	1GCHSBEAGN1153400	014990	\$ 21,190	\$ 1,000	\$ 1,000	Facilities
Tornillo ISD	071-908	20	2003	Dodge	PU	3D7KJ28603G736508	014990	\$ 10,000	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-909	21	2022	Chevrolet	PU	1GCHSBEA3N1153399	014990	\$ 21,190	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-909	22	2022	Chevrolet	PU	1GCHSBEA1N1153403	014990	\$ 21,190	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	23	2002	Nissan	PU	1N6DD26S22C355180	014990	\$ 14,798	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	24	2019	Nissan	PU	1N6BDOCT2KN712872	014990	\$ 24,736	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	25	2019	Nissan	PU	1N6BDOCT4KN705034	014990	\$ 24,736	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	26	2007	Chevrolet	SED	2G1W555R479373608	739800	\$ 10,000	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	27	2014	Ford	SED	1FADP3E29EL401048	739800	\$ 15,648	\$ 1,000	\$ 1,000	Security
Tornillo ISD	071-908	28	2004	Nissan	SUV	5NLB28U24N3L0569	014990	\$ 24,722	\$ 1,000	\$ 1,000	Facilities



# 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	29	2015	Ford	VAN	NMOL56E73F1214092	014990	\$ 21,417	\$ 1,000	\$ 1,000	Food Service
Tornillo ISD	071-908	30	2020	Chevy	VAN	1GAZGNFPXL1268050	014990	\$ 28,935	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	31	2020	Chevy	VAN	1GAZGNFP9L1267620	014990	\$ 28,935	\$ 1,000	\$ 1,000	Transportation
Tornillo ISD	071-908	32	2012	Honda	VAN	5FNRL5H20BB065064 TX	014990	\$ 26,021	\$ 1,000	\$ 1,000	Transportation

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

This Interlocal Agreement ("Agreement") is entered into by and between the Property Casualty Alliance of Texas ("PCAT"), an administrative agency created by the participating Local Government Members (hereinafter defined), and the undersigned Member (hereinafter defined) (collectively "the parties") pursuant to the Interlocal Cooperation Act, Chapter 791, Title 7, Texas Government Code (the "Act"). The parties enter into this Agreement in accordance with the terms and conditions hereof to collectively and cooperatively provide a plan to efficiently and effectively administer a property/casualty program (hereinafter the "Program").

**Witnesseth**

WHEREAS the undersigned Member is a political subdivision of the State of Texas and a local government under the Act and PCAT is an administrative agency created pursuant to the Act to administer the Program;

WHEREAS the Program provides a governmental function or service that the Member is authorized and/or required to perform individually;

WHEREAS the Member and PCAT are authorized to enter into this Agreement pursuant to the Act;

WHEREAS the Board of Trustees of Member has agreed to the terms and conditions of the Agreement and authorized Member to enter into this Agreement;

WHEREAS the Member desires to enter into the Agreement in order to provide a more efficient and effective way to acquire certain insurance coverage, including property and casualty insurance, and the reinsurance of such coverages, and the Member does hereby become a party to the Agreement; and

WHEREAS the Member, by entering into this Agreement, has satisfied requirements of the Member to seek competitive bids for the purchase of goods and services, including, but not limited to Chapter 44 of the Texas Education Code.

BE IT RESOLVED that the undersigned Member, in exchange for the promises and agreements contained herein agrees to the following:

The undersigned local government of the State of Texas (the "Member") in consideration for the promise of PCAT, subject to the terms and conditions herein, to provide property, boiler & machinery, auto physical damage, inland marine, electronic data processing equipment, crime, general liability, auto liability, educator's legal liability, employment-practices liability, storage tank liability and similar and related property and casualty lines of insurance and/or self-insurance funding; reinsurance; claims administration; loss prevention/control services; and other risk management services as needed for the Member, and in further consideration of other local government members participating in the Program (hereinafter Local Government Members) executing this Agreement, does hereby adopt and execute the Agreement and become a Member in the Program, which includes the payment of contributions to the Program as described herein. As such, the Member agrees to the following terms and conditions:

## Terms and Conditions

1. **Contribution and Coverage Summary.** The Member agrees that the Participation Period (hereinafter defined as the period of time the Member is responsible for the payment of Contributions), Contributions and coverages provided hereunder shall be as specified in the Contribution and Coverage Summary provided by the Program to the Member. The title of the document referred to herein may also be referred to as the Coverage Summary.
2. **Coverage Documents.** For each coverage period identified in a Coverage Summary, the member agrees that its self-insurance coverages or “Coverage Part” provided as part of the Program will be defined by the terms of the Coverage Documents issued to the Member in connection with that Coverage Summary.
3. **Term.** Pursuant to the Act, so long as two or more Members remain in the Program, this Agreement shall renew annually, unless terminated sooner in accordance with the Termination provisions of this Agreement.
4. **Termination.**
  - a. **By Either Party with 60 Days Notice before Renewal.** Either party may terminate this Agreement prior to the end of any Participation Period by giving a sixty (60) day written notice. The member may not effect termination of this Agreement in between the beginning and end of any Participation Period, except as provided in this Termination provision.
  - b. **By Member Upon Payment of Late Notice Fee.** If Member fails to terminate as provided in 3.a., it may still terminate participation prior to the renewal date by paying a late notice fee of 20% of the annual contribution for the expiring Participation Period. Member expressly acknowledges that the late notice fee is not a penalty, but a reasonable approximation of the Program’s damages for the Member’s untimely withdrawal from the Program. However, once the renewal term begins, the Member can no longer terminate by paying a late notice fee: the Member shall renew per the terms and conditions identified in the renewal Contribution and Coverage Summary.
  - c. **By the Program upon Breach by Member.** The Program may terminate this Agreement at any time based on breach of any of the following obligations, by giving 10 days’ written notice to Member of the breach; and Member’s failure to cure the breach within said 10 days (or other time period approved by the Program):
    - i. Member fails or refuses to make the payments or contributions as required by this Agreement;
    - ii. Member fails to cooperate and comply with any reasonable requests for information and/or records made by the Program;
    - iii. Member fails or refuses to follow loss prevention recommendations made by the Program or its designee; or
    - iv. Member fails or refuses to comply with any agreement or undertaking on its part set forth in this Agreement, or otherwise breaches this Agreement.

- d. **Financial Responsibilities Upon Termination.** If the Member breaches this Agreement, or if the Program terminates participation of the Member under any provision of this Article, the Member agrees that the Program will have no responsibility of any kind or nature to provide coverage post-termination. Further, the Member shall bear the full financial responsibility for any unpaid open claims and expense related to any claim, asserted or unasserted and reported or unreported, against the Program or Member, or incurred by the agents or representatives of Member.

In addition to the foregoing, if termination is due to Member's failure to make required payments or contributions, Member agrees that it shall pay the Program liquidated damages in the amount of 50% of the annual contribution for the expiring Participation Period contributions and shall forfeit all contributions already made to the Program, including without limitation, initial, estimated and adjusted contributions.

5. **Contributions.**

- a. **Agreement to Pay.** Member agrees to pay contributions based upon a risk-funding plan developed by the Program. Contributions as shown on the Contribution and Coverage Summary are payable upon receipt of an invoice from the Program, or its authorized representative, and shall be made from Current Revenues available to the Member. All Contribution invoices are deemed late if not paid within forty-five (45) days of the invoice date, and the Program shall have the right to terminate the Member in accordance with 3.c. of the Termination provisions.
- b. **Estimated Contribution.** The Program reserves the right to collect all initial, estimated and adjusted contributions that are due the Program. The contribution shown on the Contribution and Coverage Summary and endorsements is an estimate. The Program reserves the right to audit the records of any Member, as those records pertain to participation in the Program.
- c. **Contribution Adjustment.** Should the Program's income from operations for any given fund year be inadequate to pay the ultimate cost of claims incurred in that fund year, the Program may collect an adjusted contribution from any current or former Member.

- 6. **Amendments.** This Agreement, including the Contribution and Coverage Summary and Coverage Documents, may be amended by the Fund, in writing, by providing the Member with written notice before the earlier of (i) the effective date of the amendment, or (ii) the date by which the Member can terminate without payment of late notice fees. An amendment shall only apply prospectively and the Member shall have the right to terminate this Agreement before the Amendment becomes effective, as provided in this Agreement. If the Member fails to provide timely written notice of termination, the Member shall be deemed to have consented to the Program's amendment and agrees to abide by and be bound by the amendment, without necessity of obtaining Member's signature.

The Program may also amend this Agreement or any Contribution and Coverage Summary, effective during the middle of a Participation Period, for any reason including but not limited to the following:

- a. State or federal governments, including any court, regulatory body or agency thereof, adopt a statute, rule, decision, or take any action that would substantially impact the rights or financial obligations of the Program.
  - b. The terms of the Program's reinsurance, stop-loss or excess insurance change substantially.
7. **Appeals.** Member shall have the right to appeal any written decision or recommendation to the Program's Board of Trustees, and the Board's determination will be final. Any appeal shall be made in writing to the Board Chair within 30 days of the decision or recommendation. Any judicial review of the Board of Trustees' determination of an appeal shall be under the substantial evidence standard.
8. **Bylaws, Policies and Procedures.** The Member agrees to abide by the Bylaws of the Program, as they may be amended from time to time, and any and all written policies and procedures established by the Program. If a change is made to the Fund's Bylaws, written policies or procedures which conflicts with or impairs the Member, such change will not apply to the Member until the next renewal Participation Period.
9. **Claims Administration.** The Program or its designee agrees to administer all claims for which Member has coverage after notice of loss has been given (notice of loss is defined in the Member's Coverage Documents received from the Program). The Member authorizes the Program or its designee to act in all matters pertaining to handling of claims for which the Member has coverage pursuant to this Agreement. Member expressly agrees that the Program has sole authority in all matters pertaining to the administration of claims and grants the Program or its designee full decision-making authority in all matters, including without limitation, discussions with claimants and their attorneys or other duly authorized representatives. Member further agrees to be fully cooperative in supplying any information reasonably requested by the Program in the handling of claims. All decisions on individual claims shall be made by the Program or its designee, including, without limitation, decisions concerning claim values, payment due on the claim, settlement, subrogation, litigation, or appeals.
10. **Claims Reporting.** Notice of any claim must be provided to the Program no more than 30 days after the Member knows or should have known of the claim or circumstances leading to the claim, unless a different reporting requirement is required by law or provided for in the Coverage Documents provided to the Member by the Program. Failure by the Member to timely report a claim may result in denial of coverage or payment of fines or penalties imposed by law or regulatory agencies. If the Program advances payment of any fine or penalty arising from the Member's late claim reporting, the Member will reimburse the Program for all such costs.
11. **Complete Understanding.** This Agreement, together with any in-force Interlocal Addendums, Bylaws Coverage Documents and Contribution and Coverage Summaries, represent and contain the complete understanding and agreement of the Program and the Member, and supersedes all prior written and oral agreements.
12. **Cooperation and Access.** The Member will furnish annually to PCAT the total number of enrolled students and employees; as well as property, auto, inland marine, electronic data processing equipment schedules, and other ~~under~~ underwriting information deemed reasonably

necessary by PCAT within the time period specified by the Program. PCAT reserves the right to audit the records of the Member. Member agrees to annually release and/or authorize the release of current-valued claims information to PCAT for the previous five (5) years to allow PCAT to determine the Member's participation in the Program.

13. **Current Revenues.** Contributions due pursuant to this Agreement shall be made from Current Revenues available to the Member, and said amount determined in the annual Contribution and Coverage Summary provided to the Member by PCAT.
14. **Defense and Prosecution of Claims.** The Member authorizes the Program to engage counsel and/or relevant experts, in the Program's sole discretion, with respect to any claim, dispute, defense or litigation involving any past or current Member.
15. **Excess Coverage.** The Program, in its sole discretion, may purchase excess coverage or reinsurance for all Program coverages. The Program may also act on behalf of individual Members to obtain coverage, invoice the Member, and remit the payment to the appropriate party. If any reinsurer, stop loss carrier, and/or excess coverage provider fails to meet its obligations to the Program or any Member, the Program is not responsible for any payment or any obligations to the Member from any reinsurer, stop loss carrier, or excess coverage provider.
16. **Governance.** The PCAT will be governed by a Board of Trustees of PCAT ("Board") in accordance with the Bylaws created and adopted by the Board (hereinafter "Bylaws").
17. **Independent Actuarial Study.** PCAT shall provide for an annual independent actuarial study of the Program.
18. **Independent Financial Audit.** PCAT shall provide for an annual independent financial audit of the Program.
19. **Insurance Terminology.** The Program is not 'insurance', but is rather a mechanism through which eligible entities join together to collectively self-insure and administer certain risk exposures. Any reference in this Agreement or any Program documents, to an insurance term or concept is coincidental, and is not intended to characterize the Program as 'insurance' as defined by law. PCAT is not an insurance company. The Member is not an insured. This agreement is not a contract of insurance. This Agreement is drafted on behalf of all PCAT.
20. **Investments.** PCAT may invest Member contributions, or any portion thereof, in accordance with guidelines approved by the Board.
21. **Lawsuit.** The Member does hereby agree that any suit brought against the Member pursuant to any of the provisions of the Program may be defended in the name of the Member by counsel selected in the sole discretion of the Program, or its designee, on behalf of and at the expense of the Program as necessary for the defense and/or prosecution of any legal action. Full cooperation by the Member shall be extended to supply any information reasonably needed or required in such defense.
22. **Loss Prevention.** The Member shall have a loss prevention plan, which will be coordinated with the Program to make all reasonable efforts to eliminate and minimize hazards that would contribute to property/casualty losses.

23. **Member Equity.** The Program Board of Trustees, in its sole discretion, may declare a dividend distribution of the Program's fund balance to current Members who are in good standing. Former Members forfeit all rights to any potential dividend distribution for the years in which a former Member participated in the Program. Program fund balance belongs to the Program. No individual Member is entitled to an individual allocation or portion of fund balance.
24. **Member Representative.** The Member agrees to designate a Member Representative who shall have authority from the Member's Board of Trustees to represent and bind the Member, and the Program will not be required to contact any other individual regarding Program matters for the Member. Any notice to or any agreements with the Member Representative shall be binding upon the Member. The Member reserves the right to change the Member Representative as needed by providing written notice to the Program. Such notice is not effective until actually received by the Program.
25. **No Waiver of Subrogation Rights.** Member shall do nothing to prejudice or waive the Program's existing or prospective subrogation rights under this Agreement. If Member has waived any subrogation right without first obtaining the Program's written consent, the Program shall be entitled to recover from Member any and all sums that the Program would have recovered without such waiver. Recoveries include attorney's fees, costs and expenses.
26. **Notice.** Any written notice to the Program shall be made by first class mail, postage prepaid, and delivered to the Chairperson, Property Casualty Alliance of Texas, 12300 Dundee Court, Suite 112, Cypress, Texas 77429.
27. **Optional Policies.** From time to time, PCAT may seek to obtain access for Members to optional insurance policies that provide coverage from losses not otherwise addressed by the Property Casualty Alliance of Texas (for example, wind damage). These policies shall create a direct insurer-insured relationship between the offering company and any participating Member, and shall not otherwise be governed by this Agreement. PCAT shall not provide claims administration services for these optional lines of coverage, and shall bear no risk with respect to these policies.
28. **Property Valuations.** A Member participating in the property coverage as indicated on the Contributions and Coverage Summary agrees to cooperate with a valuation of property values performed by the Program. New Members must cooperate with the Program to complete the property valuation within ninety (90) days of the inception date of the property coverage as stated on the Contribution and Coverage Summary. The newly valued property and the corresponding additional contribution will be retroactive to the date of the property coverage inception date.
29. **Security of Documents.** The Program may grant the Member access to confidential or proprietary information. Member agrees to assume the responsibility for taking all reasonable steps to avoid unauthorized disclosure of this information.
30. **Severability.** If any portion of this Interlocal Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions hereof shall continue in full force and effect.
31. **Signatures/Executed Documents.** The Program and Member may rely upon a facsimile or imaged signature as if it were the original. The failure of either party to provide an original,

manually executed signature shall not affect the validity or enforceability of this Agreement or any Program document.

32. **Subrogation and Assignment of Rights.** The Member assigns all subrogation rights to the Program. The Program has the right, in its sole discretion, without notice to the Member, to bring all claims and lawsuits in the name of the Member or the Program. Member agrees that all subrogation rights and recoveries belong first to the Program, up to the amount of benefits, expenses, and legal fees incurred by the Program.

33. **Forum and Venue.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas. The parties agree that venue is proper and that the exclusive forum for any legal action arising out of or relating to this Agreement shall lie in the state courts of Harris County, Texas.

34. **Warranty.** By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the undersigned shall become a Member of the Program and this Agreement.

\_\_\_\_\_  
**PCAT MEMBER**

\_\_\_\_\_  
Signature of Member Representative

\_\_\_\_\_  
Printed Name of Member Representative

\_\_\_\_\_  
Date

**PROPERTY CASUALTY ALLIANCE of TEXAS**

\_\_\_\_\_  
Signature of PCAT Chairperson

\_\_\_\_\_  
Printed Name of PCAT Chairperson

\_\_\_\_\_  
Date

## Tornillo ISD

1. PCAT and **Tornillo ISD** (Member) agree that Member will be a PCAT Member for the 2023-2024 through the 2025-2026 Participation Period. The rates in effect for each Participation Period will be applied to any changes in exposure during each Participation Period, and these rates will be the basis for determining the Contributions due PCAT for each period. Member agrees to an annual rate adjustment, up or down, beginning 9/1/2024 that will reflect the actual percentage change in total PCAT funding rates, defined as the change in rates to fund for reinsurance and pool retained losses. A certified document of these changes will be provided by PCAT to the Member. Wind and hail deductible may or may not change based strictly on reinsurance requirements.
2. This Interlocal Addendum along with the most recently signed Interlocal Agreement shall represent the entire agreement and may not be amended or altered without the written consent of both parties.
3. If Member terminates this Addendum prior to 8/31/2026, a short-term cancellation penalty of twenty percent (20%) of Annualized Contributions for the 2023-2024 Participation Period will be due from Member and payable to PCAT within 30 days after notice of termination is received.
4. **Member Opt-Out Clause:** If future reinsurance terms or catastrophic losses cause an unanticipated change in PCAT’s funding model that result in a Member rate increase of more than 10%, then the Member will have the option to reject the renewal and be released from this Addendum with zero penalty cost.

**This Addendum must be signed by Member prior to September 1, 2023.**

The undersigned agrees to this Addendum.

\_\_\_\_\_  
**Tornillo ISD** Authorized Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**Non-Appropriations Clause:** This Addendum is subject to the appropriation of funds by Member in its budget adopted for any fiscal year for the specific purpose of making payments pursuant to this Addendum for that fiscal year. The obligation of Member pursuant to this Addendum in any fiscal year for which this Addendum is in effect shall constitute a current expense of Member for that fiscal year only, and shall not constitute an indebtedness of Member of any monies other than those lawfully appropriated in any fiscal year. In the event of non-appropriation of funds in any fiscal year to make payments pursuant to this Addendum, this Addendum may be terminated.





# MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Budget Amendment - Administration  
Date: August 31, 2023

Budget Amendment Request

- 1. Requesting a budget amendment to allocate from function 36- Extracurricular activities and 11-instruction to 13-Curriculum Development/Instructional Staff Development. The change is due to reclassification o

Decrease:

181.36.6399.00.999.99.0.RS	\$10,000
181.36.6118.00.001.91.0.00	\$10,000
199.11.6117.00.699.30.0.00	\$30,000

Increase:

199.13.6411.00.916.11.0.00	\$50,000
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Board President: \_\_\_\_\_ Date: \_\_\_\_\_

Board Secretary: \_\_\_\_\_ Date: \_\_\_\_\_





## MEMORANDUM

To: Members of the Board of Trustees  
From: Luis M Guerra, Director of Finance  
Subject: Depository Contract  
Date: August 30, 2023

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### History:

Tornillo ISD is extending the depository contract due to reaching its term limit on August 31, 2023. The Texas Education code under TEC §45.205(b) states that a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The contract may be modified for each two-year extension if both parties mutually agree to the terms. An extension under this subsection is not subject to the requirements of Section 45.206.(c) The contract term and any extension must coincide with the school district's fiscal year. Tornillo ISD will exercise the exemption and remain under the same terms and conditions utilizing the District of Innovation exemption. The designation provides the district will be exempt from certain sections of the TEC that inhibit the goals of the district as outlined in the locally adopted Innovation Plan.

### Rationale:

Exemption of TEC §45.205 and TEC §45.206 to allow the District's banking contract to be extended beyond the allowable contract term. In a small district and a small town, the District's choices for its depository bank are limited. Historically, no other financial institutions have ever successfully bid for the District's business as the District's depository. This exemption is to allow the District's existing bank contract to be extended beyond the total 6-year allowable contract term if the district determines contract pricing remains competitive, and there is no operational or financial reason to send the district's banking services out for bid. This exemption lessens the administrative burden related to preparing and reviewing a Request for Proposal (RFP) when there is a limited number of banking institutions available to bid on the District's business. This will further mitigate any impact to employees that would have to change direct deposit instructions each time a new depository occurs and allows the district flexibility with respect to banking relationships. The time saved by the superintendent and the board of trustees by not having to deal with this ministerial duty every two years will allow the superintendent and the board more time for studying and planning for student progress, instructional strategies, and innovative options for the district educational goals.

### Budget Impact

N/a

### Administrative Recommendation:

Administration recommends to approve the bank depository extension with Westar Bank as presented.

**Board Resolution Extending Depository Contract for Funds  
Of Independent School Districts Under Texas Education Code,  
Chapter 45, Subchapter G, School District Depositories**

Resolved by the Tornillo Independent School District that:

*Board of Trustees*

WestStar Bank located at El Paso  
*(Name of Depository Bank) (Name of County)*

County, State of Texas, being a bank as defined in section 45.201 of the Texas Education Code, and Tornillo Independent School District (CDN: 071908) agree to extend this depository  
*(Name of District)*

contract pursuant to Texas Education Code Section 45.205, for an additional two-year term from September 1, 2023, through August 31, 2025. Under Texas Education Code Section 45.205(b), a school district and the district's depository bank may agree to extend a depository contract for three additional two-year terms. The extension constitutes the parties' DOI two-year term.  
*(first, second, third)*

Furthermore, under Texas Education Code Section 45.205(c), the contract term and any extension must coincide with the school district's fiscal year.

AGREED AND ACCEPTED on behalf of Tornillo Independent School District  
*Name of District*

this the 30 day of August, 2023.

*Signature of President of School Board*

AGREED AND ACCEPTED on behalf of Depository this the 8<sup>th</sup> day of August, 2023

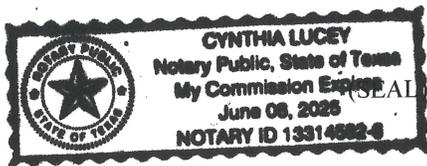
WestStar Bank  
*Typed Name of Depository*

R Butcher  
*Signature of Authorized Bank Officer*

VP Ops Admin & Mgr.  
*Title of Authorized Bank Officer*

**Acknowledgement**

Acknowledged before me in El Paso County, Texas, on August 8<sup>th</sup>, 2023, by  
Rosa Butcher, bank officer of the Depository named in the preceding document, for the Depository.



Cynthia Lucey  
*Signature of Notary*

Notary Public in and for El Paso  
County, Texas

***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3026  
Fax 915.765.3099

# MEMORANDUM

To: Board of Trustees  
From: Lizeth Carroll, Human Resources/Compliance Director  
Subject: 2023-2024 Unemployment Insurance  
Date: August 30, 2023

---

## HISTORY:

The Department of Labor's Unemployment Insurance (UI) programs provide unemployment benefits to eligible workers who become unemployed through no fault of their own, and meet certain other eligibility requirements. Unemployment can present unique challenges and complexities for school districts and other education entities. Recent events have brought more uncertainty to unemployment in education organizations. The Fund helps members prepare for Texas Workforce Commission (TWC) appeals, hearings, and changes in legislation.

## RATIONALE:

The renewal agreement presented provides coverage for the payment of statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings before the TWC and preparation of required TWC reports. The coverage is from October 1, 2023 to September 30, 2024.

In determining costs for Unemployment Compensation coverage for next year, the following factors were considered:

1. TISD actual UC claims experience over the past year.
2. Credit for TISD participation and positive claims experience in other Fund programs.
3. The overall funding needs of the Fund as a risk-sharing pool.

For more information, please see document annexed.

## BUDGET IMPACT:

Cost of unemployment insurance for 2023-2024 - \$13,819.00

## ADMINISTRATIVE RECOMMENDATION:

To approve the proposal as presented for the unemployment compensation insurance



July 26, 2023

Luis Guerra

Tornillo ISD

Dear Luis Guerra,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing your coverage for the coming year. The proposal reflects the Fund's on-going commitment to the risk sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving public schools and other educational entities in Texas. The Fund is governed by a 19-member board of school trustees, superintendents, and administrators from member districts. The Board ensures the Fund remains financially strong and responsive to member needs.

Fund programs and coverages continue to support the risks shared by Fund members but also reflect the challenging environments that Fund members face today. Highlights of this year's program changes include:

- Significant cost pressures for **Property coverage** continue due to severe and unpredictable weather, increases in the value of covered buildings, and inflationary pressures increasing the cost of claims. The Fund's Board again authorized the use of up to \$12 million of Members' Equity, or fund balance, to mitigate the impact of higher costs to members.
- Members of the **Privacy & Information Security** program continue to improve cyber risk management practices, so the **cyber limit is doubled to \$500,000**, up from \$250,000, this year. To support the increased limit for all Fund members, contributions will increase slightly. To ensure there are no barriers to promptly reporting cyber events, the Fund's coverage program has no deductible for members.
- **Workers' Compensation and Unemployment Compensation rates will remain steady** for most members. Changes in contributions will reflect significant changes in payroll, staffing, or loss histories for some members.
- With claims returning to or exceeding pre-pandemic levels, **Auto and School Liability rates will increase** due to increased claims expenses related to higher costs for legal services and auto repair parts and labor.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of coverage changes and updates to the Fund's Coverage Agreements is included in this proposal. Coverage Agreements can also be accessed on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept your renewal proposal by signing the Contribution & Coverage Summary (CCS) 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 you wish 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 this renewal proposal or any aspect of your Fund membership, please contact Jacqueline Spencer or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and your partnership with all Fund members. The Fund is proud to be your partner in managing risks and serving the students in your community.

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: 10/1/2023 through 9/30/2024

The following is a summary of coverages, limits, deductibles, and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions are found on the following pages and are part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

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: 10/1/2023 through 9/30/2024 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 Provisions

**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. The 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 the Fund Member in its relations with TWC.

The 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. The Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. The 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 the 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, the Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, the 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 the 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 the Fund Member with TWC hearings. Fund Member’s request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to the Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with the Fund Member regarding claims subject to TWC administrative proceedings. The Fund’s assistance of the 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 Provisions

**Coverage:** This CCS and the Fund’s corresponding Coverage Agreements for this Participation Period outline the coverage terms and limits.

**Claims Reporting:** The Fund Member will provide to the Fund timely notice of all claims as required in the Interlocal Participation Agreement, the applicable Fund Coverage Agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

**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 will determine the contribution for each program and how each contribution is applied.

**Termination:** In addition to any CCS-specific provisions, the Interlocal Participation Agreement outlines the termination-related provisions that govern this CCS. These provisions include that this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

### 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



**Board of Trustees Calendar of Meetings Dates  
 2023 – 2024**

<b>Date</b>	<b>Location</b>	<b>Time</b>	<b>Type</b>	<b>Notes</b>
Thursday, August 31, 2023	W.E. Neil Building	5:30 PM	Regular	
Tuesday, September 26, 2023	W.E. Neil Building	5:30 PM	Regular	
Thursday, October 26, 2023	W.E. Neil Building	5:30 PM	Regular	
Thursday, November 30, 2023	W.E. Neil Building	5:30 PM	Regular	
Thursday, January 25, 2024	W.E. Neil Building	5:30 PM	Regular	
Thursday, February 29, 2024	W.E. Neil Building	5:30 PM	Regular	
Thursday, March 28, 2024	W.E. Neil Building	5:30 PM	Regular	
Thursday, April 25, 2024	W.E. Neil Building	5:30 PM	Regular	Formative Evaluation of Superintendent
Wednesday, May 29, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, June 19, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, July 31, 2024	W.E. Neil Building	5:30 PM	Regular	

**\*Any changes to the schedule will be done with the guidelines allowable by BE (LOCAL).**

Memorandum of Understanding between  
El Paso Symphony Orchestra's EPSOA Community Music Project and  
Tornillo Independent School District

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, ("effective date") this memorandum of Understanding (the "MOU") is made on behalf of EPSOA Community Music Project ("EPSOA") and Tornillo Independent School District, ("TISD"), collectively the "Parties."

WHEREAS, in 2009 the EPSOA learned of El Sistema, Venezuela's renowned music education program, and found its guiding principles to be both inspiring and strongly aligned with the symphony's goals. Developed by Dr. Jose Antonio Abreu, El Sistema seeks to effect social change through the pursuit of musical excellence. Dr. Abreu's philosophy and work provides evidence that performing and practicing music communally creates positive social change, and that orchestras and choruses serve as engines for personal and community development.

WHEREAS, in accordance with the teachings of El Sistema, EPSOA uses ensemble music education to provide opportunities for young children to learn about teamwork, self-confidence, leadership and academic success. Classes include music fundamentals, ensemble percussion and string instrument instruction. Participating students also receive a daily nutritious snack, field trips to cultural events and concerts and opportunities to perform in the community.

WHEREAS, in January 2020, the EPSOA and TISD began programming at Tornillo Elementary and Tornillo Intermediate Schools in Tornillo, Texas.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree to extend the MOU to include the 2023-2024 school year as follows:

### **1. SCOPE OF WORK**

#### **El Paso Symphony Orchestra Association agrees to:**

- Provide primary teaching personnel, musical and performance materials, and instrument related supplies.
- Provide instruments and music associated with the operation of EPSOA.
- Provide general program oversight, management, and evaluation.
- Support professional development opportunities that inspire teachers' creativity and personal growth and contribute to the overall vitality of the programs.

#### **TISD and Tornillo School Principals agree to:**

- Provide designated indoor secure class space at Tornillo school campus(es) for music instruction and instrument/equipment storage.
- Provide office space for the program's administrative personnel, with access to computer, internet, general office supplies and equipment, i.e., telephone, copier, fax.
- Provide one music stand for every two Tocando students.

- Provide access to facilities at Tornillo school campus(es) on Monday through Thursday, 3:35-5:30 for after-school time programming throughout the school calendar.
- Provide access to facilities at designated Tornillo campuses as needed for weekend concerts and events. (October 28, November 5, January 28, March 24, May 19, and others that may arise.)
- Provide funding for one teaching assistant during all school year (M-Th 3:35-5:30) and summer programming when 30 or less students are enrolled in program. Teaching assistant shall report to Tornillo Tocando Site Coordinator.
- Provide funding for one teaching assistant and one string teaching artist during all school year and summer programming when 31-60 students are enrolled in program. Teaching assistant and string teaching artist shall report to Tornillo Tocando Site Coordinator.
- Teaching assistants and string teaching artists are essential for the program to function properly. Every effort should be made to offer Teaching Assistant positions to school staff who are trained musicians or music professionals.
- Teaching assistant(s) and string teaching artist(s) shall attend professional development meetings scheduled throughout the school year.
- Teaching assistants shall be paid for: teaching time, planning/professional development, and gas reimbursement.
- Provide district badges and background checks for all teaching artists.
- Provide bus transportation from Tornillo Elementary School for students to attend after-school programming at Tornillo Intermediate School.
- Provide after-school snacks for each student throughout the school year and during summer programming. After-school snacks must continue, without regard to times of school testing or other school scheduling changes.
- Provide access to facilities for after-school snacks and performances as needed throughout the school year and summer programming.
- Provide use/access to at least 3 designated rooms with key in safe storage on school property to be used by any Tocando teaching artist; 1 dedicated room for storage, daytime classes, small groups; large ensemble room (Band Room) with after-school access; 1 additional classroom, ideally in the same area of the building, with after-school access.
- Provide buses for student travel to Tocando performances and field trips as needed throughout the school year and summer programming. Provide Tocando with the number of buses to be provided or with a clear budget.
- Provide any/all janitorial and maintenance services, and access to basic school supplies and equipment typically afforded to regular classroom teachers.
- Provide for and promote the regularly planned cooperation and collaboration between Tocando staff/teachers with classroom teachers and other school personnel.

- Provide access to classrooms at Tornillo school campus(es) for summer programming through a mutually agreed upon schedule.
- Support the planning, advertisement and promotion of school and community-based art exhibits, fieldtrips, and guest artists.
- Make reasonable efforts to ensure that other, non-EPSOA, arts and music opportunities for students – particularly those in other arts disciplines – are not eliminated or reduced as a result of EPSOA programming.
- Work with the EPSOA program director to facilitate student recruitment and communication with parents.
- Support the planning, advertisement and promotion of school and community-based music performances.
- Promote the planned cooperation and collaboration between the EPSOA program staff and school personnel (particularly the schoolteacher(s) and other after school program staff).
- Repair and service all instruments as needed in a timely manner. Instrument repairs and service shall be administered through a TISD representative.

## **II. Term and Termination**

1. This MOU will be valid for the 2023-2024 school year beginning in June 2023, subject to any limitations set forth herein, unless terminated in accordance with this section. This MOU may be renewed automatically beyond the original term by mutual written MOU signed by Parties. The Board of Trustees of TISD authorizes the Superintendent to sign any such extension that does not affect the approved budget, if any.

2. Termination:

a. Either party may, without penalty, terminate this MOU at the end of any budget period of such party during the term if funds required to fulfill this MOU have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

b. This MOU may be terminated by a mutually written MOU of the Parties upon such terms as agreed. The Board of Trustees of TISD authorizes the Superintendent to agree to any such termination that does not affect the approved budget.

## **III. INSURANCE REQUIREMENT**

A. EPSOA shall maintain, during the entire term of this MOU, comprehensive general liability and comprehensive non-owned automobile insurance. Such insurance shall be in the amount not less than \$1,000,000 per occurrence combined single limit.

B. EPSOA shall name TISD as additionally insured on the EPSOA general liability and insurance policies for the term of this MOU.

Signatures:

Approved for TORNILLO INDEPENDENT SCHOOL DISTRICT

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

\_\_\_\_\_  
Date

Approved for EL PASO SYMPHONY ORCHESTRA

\_\_\_\_\_  
Ruth Ellen Jacobson, Executive Director

\_\_\_\_\_  
Date