

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held February 22, 2022, beginning at 5:30 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

The subjects to be discussed or considered or upon which any formal action may be taken are as listed below. Items do not have to be taken in the order shown on this meeting notice.

1. **GENERAL FUNCTIONS-OTHER**
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Texas Pledge of Allegiance
 - D. Roll Call
 - E. CISD Vision and Mission Statements 4
 - F. Trustee Ethical Guidelines 5
2. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.
3. **BOARD HONORS**

Presenter: L. Rodriguez

 - A. Recognition of the Canutillo HS Eagles Football Team for winning the 1-5A (DII) District Championship.
Presenter: L. Rodriguez
 - B. Recognition of the School of Music and Canutillo High School who earned a First Division on February 5th and qualified to compete at the Texas State UIL Solo and Ensemble Competition at Austin, Texas in May 2022.
Presenter: L. Rodriguez
 - C. Recognition of CISD school counselors in celebration of National Counselors Week February 7-11.
Presenter: L. Rodriguez
4. **BOARD OF TRUSTEE BUSINESS**
 - A. Presentation on Possible Public Facility Corporation Financing Structure and Instructions to District Staff and Consultants on How to Proceed 12

	Presenter: P. Branden, R. Mejia	
B.	Discussion and Possible Action to Adopt a Resolution That Supports the IDEA Full Funding Act (H.R. 5984 and S. 3213, 117th Congress).	21
	Presenter: B. Trout	
C.	Discussion and possible action on Lone Star Governance (LSG) Student Outcome Goal Progress	23
	Presenter: Dr. Y. Kerney	
5.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Monthly Financials	36
	Presenter: C. Pulley	
2.	Approval of the Monthly Warrant List.	37
	Presenter: C. Pulley	
3.	Approval of the Monthly Donations.	38
	Presenter: C. Pulley	
4.	Approval of Budget Amendments for January 2022.	41
	Presenter: C. Pulley	
5.	Approval of the Quarterly Investment Report for the Quarter Ended December, 2021.	46
	Presenter: C. Pulley	
6.	Approval of Quotes Submitted by DLC Construction Inc. for the Work Required to Repair the Asphalt Surface at Alderete Middle School and Canutillo Middle School's Tracks, in the Amount of \$63,000.00.	56
	Presenter: B. Vasquez	
7.	Approval to Purchase Panorama Education SEL Curriculum from Panorama Education Inc., Utilizing Harris County Choice Partners Contract #21/031KN-44 in the amount of \$71,050.00	63
	Presenter: N. Morales	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Approval of Memorandum of Understanding Between Canutillo ISD and Region 19, Headstart	74
	Presenter: C. Chambers	
2.	Approval of Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the School of Nursing	81
	Presenter: Dr. M. Reyes, E. Sida	
3.	Approval of Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the College of Health Sciences, UTEP	89
	Presenter: Dr. M. Reyes, E. Sida	
C.	<i>HUMAN RESOURCES</i>	
1.	Approval of Resolution of the Board Regarding Wage Payments During Emergency Closure Due to Inclement Weather	97
	Presenter: M. Carrasco	
2.	Approval for Garcia Elementary Campus Improvement Plan	102
	Presenter: E. Moreno	

3. Approval of TASB Policy Update 118. **1st Reading**

112

Presenter: M. Carrasco

6. **EXECUTIVE SESSION**

To consult with attorney under 551.071, 5510.72 and 551.074 of the Texas Government Code:

A. Discussion with legal counsel regarding Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates; Pursuant to Texas Government Code Section 551.071

7. **NEW BUSINESS (continued); OTHER**

A. Discussion and Possible Action Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates

8. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CANUTILLO A Premier District



Vision

Canutillo ISD is the premier district.
We lead today to positively impact tomorrow.

Mission

Canutillo ISD supports and embraces diversity in a multi-cultural society. Our school community thrives in a safe, engaging, inclusive learning environment. We provide equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel.

#BeCanutillo
Tomorrow's⁴ Best Today

TRUSTEE ETHICAL GUIDELINES

CANUTILLO INDEPENDENT SCHOOL DISTRICT

1. Student-Centered Focus

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

TRUSTEE ETHICAL GUIDELINES

2. Equity in Attitude

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

3. Honor in Conduct

- 3.1 I will tell the truth.
- 3.2 I will share my views while working for consensus.
- 3.3 I will arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in meetings. I will respect the opinions of others and abide by the principle of majority-rule.
- 3.4 I will base my decisions on fact rather than supposition, opinion, or public favor.

4. Integrity of Character

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

5. Trustworthiness in Stewardship

- 5.1 I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- 5.2 I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.
- 5.3 I will work to ensure prudent and accountable use of District resources.
- 5.4 I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.
- 5.5 I will refer all complaints through the proper 'chain of command' within the system and will act on such complaints at public meetings only when administrative solutions fail.

TRUSTEE ETHICAL GUIDELINES

6. Commitment to Service

- 6.1 I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- 6.2 I will diligently prepare for and attend Board meetings;
I will notify, in advance, either the Board President or the Superintendent when I am unable to attend a Board meeting.
- 6.3 I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- 6.4 I will seek continuing education that will enhance my ability to fulfill my duties effectively.

Financial institutions
Energy
Infrastructure, mining and commodities
Transport
Technology and innovation
Life sciences and healthcare



Public Facility Corporation Financing Structure for Texas ISDs

Paul A. Braden
Head of US Public Finance
Norton Rose Fulbright US LLP
January 19, 2022



General

- In Texas, public facility corporations (“PFC”) are periodically used by school districts as an alternative method to finance new construction
- A school district forms a PFC pursuant to Chapter 303 of the Texas Local Government Code
- The PFC is a specific purpose, nonprofit corporation and will act on behalf of and in service of the District
- PFC must receive District approval to enter into the agreements related to any issuance of bonds and to issue bonds
- Typically, the PFC Board mirrors District governing board
- PFC Board meetings are subject to Texas Open Meetings Act
- Canutillo ISD previously used a PFC structure in 1999 (elementary school) and 2001 (administration building and warehouse)

Lease Revenue Bonds

- Intent is for District and PFC to enter into a Lease with an Option to Purchase
- Lease provides source for payment of bonds (“lease revenue bonds”) to be issued by PFC
- District must publish 60 day notice of intent (NOI) before entering into such a lease
- NOI limits the Project and PFC financing
- If 5% of registered voters petition District during 60 day period, District cannot move forward without election
- Otherwise, PFC and District enter into Lease and PFC enters into a Trust Agreement to issue the lease revenue bonds

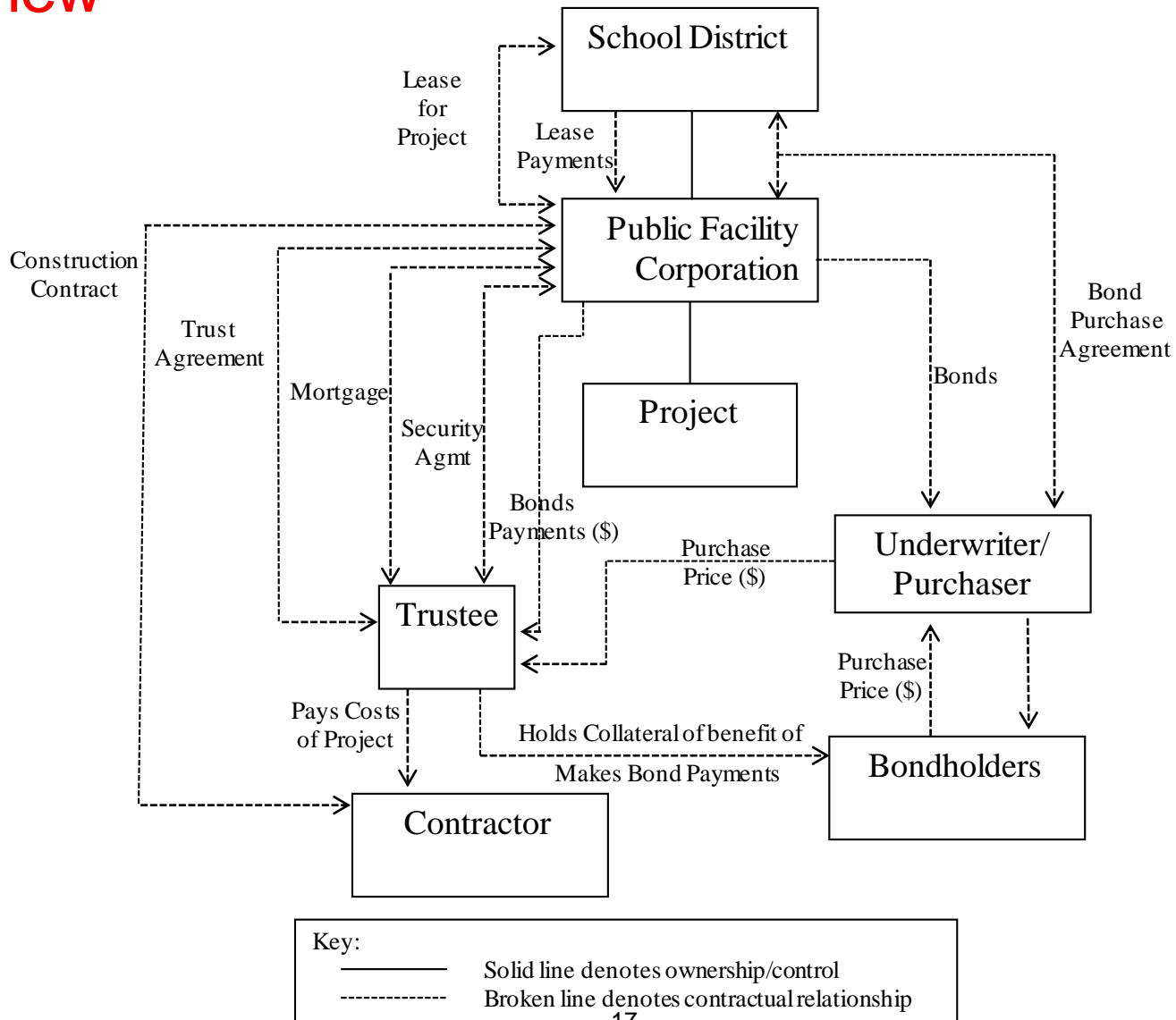
Lease Revenue Bonds (cont'd)

- Proceeds from the sale of the bonds are used to construct the Project
- Only revenues from the Lease are available to repay the bonds; no taxing authority of the District is pledged
- Lease is subject-to-appropriation obligation of the District
- PFC constructs and owns the Project and grants a mortgage to bondholders as part of financing
- No bids for construction or demolition should be published before expiration of 60 day notice

Lease Revenue Bonds (cont'd)

- District has option to purchase Project (for nominal consideration) upon repayment of bondholders
- If District already owns land on which Project will be built, PFC has to purchase land at FMV (but District can contribute back to Project)
- District governing board also approves each of the PFC transactions and agreements
- Texas Attorney General approves any issuance of PFC bonds

Overview



Advantages/Disadvantages

- Allows a school district to quickly address immediate new construction needs
- Best suited as a limited tool for capital projects which have to be undertaken because of external pressures
- More complex structure than direct tax bond financing
- More costly than direct tax obligations
- PSF guarantee is not available for lease-revenue bonds
- Uses the District's M&O tax rather than I&S tax
- Upon subsequent voter approval, PFC obligation can be refinanced as I&S tax obligation



NORTON ROSE FULBRIGHT

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CANUTILLO A Premier District



Support of the IDEA Full Funding Act (H.R. 5984 and S. 3213, 117th Congress)

WHEREAS, the Canutillo Independent School District recognizes the need for a strong investment in the Individuals with Disabilities Education Act (IDEA); and

WHEREAS, the Individuals with Disabilities Education Act was first enacted in 1975 to help ensure that all students with disabilities will have access to a free appropriate public education; and

WHEREAS, with the enactment of IDEA, the United States Congress committed to fund up to 40 percent of the additional cost of special education, thereby promising to provide up to 40 percent of the national average per pupil expenditure, which is currently estimated at \$13,828 by the U.S. Department of Education; and

WHEREAS, since IDEA's enactment more than 45 years ago, the current federal investment in IDEA is less than 15 percent; and

WHEREAS, the Canutillo Independent School District and many other public school districts throughout the United States educate a growing number of children with disabilities that is now more than seven million; and

WHEREAS, our nation's school districts face an increased demand for greater resources to fulfill the needs of students under IDEA, including those for students affected by multiple disabilities whose individual education plans require more resources; and

WHEREAS, with each increase in the IDEA child count, the Canutillo Independent School District Board of Trustees and others throughout the country continue to adjust their budgets to accommodate this increased need and ensure that each child educated through IDEA receives the appropriate supports, with some school districts dedicating forty percent or more of their general education budgets to special education services; and,

BE IT RESOLVED, that the Canutillo Independent School District Board of Trustees support the IDEA Full Funding Act that will help strengthen the federal investment in special education by authorizing a ten-year plan to fully fund the federal share of IDEA; and

BE IT RESOLVED, that the Canutillo Independent School District Board of Trustees urges Congress' strong bipartisan support for and passage of the IDEA Full Funding Act; and,

NOW, THEREFORE BE IT RESOLVED that the Canutillo Independent School District Board of Trustees remains committed to providing students with disabilities and their families the supports they need, and acknowledges the intergovernmental partnership among the local, state, and federal levels of government critical to this shared investment in our children.

Adopted this _____ day of February, 2022, by the Canutillo Independent School District Board of Trustees.

Sergio Coronado, Board President

Patricia Mendoza, Board Secretary



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz
FROM: Dr. Y. Kerney, Executive Director of Curriculum & Instruction
DATE: February 22, 2022
RE: Lone Star Governance (LSG) Student Outcome Goal Progress

Pursuant to the Lone Star Governance (LSG) framework, Canutillo ISD administration is required to update the board on student outcome goals in College, Career Readiness (CCR), mathematics, and reading. According to the adopted LSG calendar, CCR is the focus for the month of February. CCR progress data will be presented for discussion at the February 22nd Regular Board Meeting. This information is being provided to ensure collective awareness toward student outcome progress measures and goals.

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and program, including career and technical education (vocational programs).

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

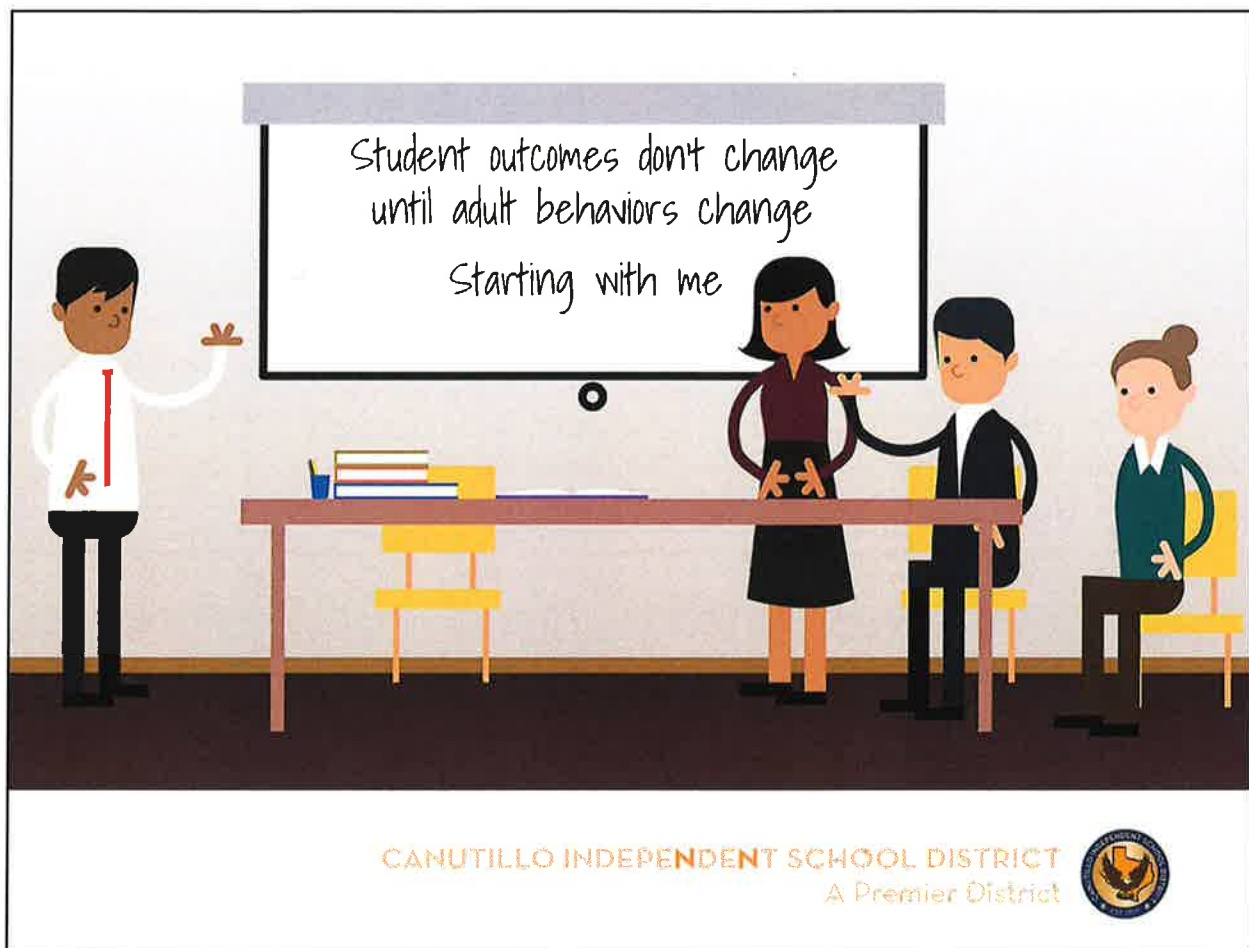
For additional information regarding Canutillo Independent School District's policy of nondiscrimination, contact the Human Resources Division:
(915) 877-7423 | 7965 Artcraft Rd. | El Paso, TX 79932

P: (915) 877-7440
F: (915) 877-7527
canutillo-isd.org

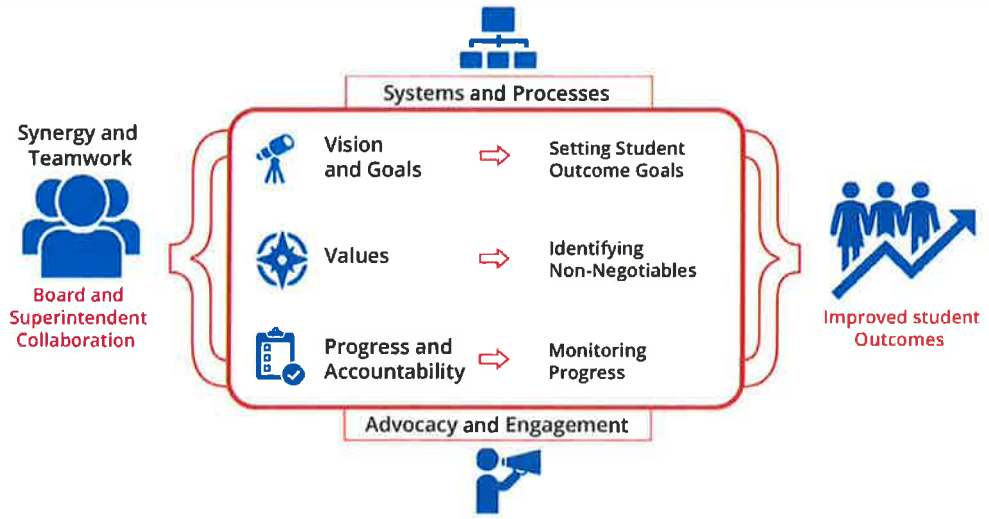
LONE STAR GOVERNANCE



GOALS AND PROGRESS MONITORING INDICATORS
College, Career Readiness
FEBRUARY 2022



School Board Behaviors That Improve Student Outcomes



House Bill 3

Requires school boards to adopt detailed plans developed by their management teams that achieve goals in two key areas:

Early Childhood Literacy and Mathematics Proficiency

College, Career, Readiness (CCR)



College, Career Readiness Plan



includes annual goals for aggregate student growth on CCR readiness indicators evaluated under the student achievement domain; and



includes annual targets for students in each group evaluated under closing the gaps domain.

CANUTILLO INDEPENDENT SCHOOL DISTRICT
A Premier District



Goals and Closing the Gaps

Domain Targets

- Up to fourteen student groups are evaluated if minimum size (≥ 25 , varies by indicator) is met:
- All students
- Seven racial/ethnic groups:
 - African American, American Indian, Asian, Hispanic, Pacific Islander, white, and two or more races
- Economically disadvantaged
- Students receiving special education services
- Students formerly receiving special education services
- Current and monitored English learners (through year 4 of monitoring)
- Continuously enrolled
- Non-continuously enrolled

CCR Goals



YEAR	Student Achievement
2018	62.7%
2019	69.5%
2020	75.9%
2021	58.4%

CANUTILLO INDEPENDENT SCHOOL DISTRICT
A Premier District



CCR Opportunities for Class of 2022

1. 40% have already met CCR goal prior to starting Senior Year
1. TSIA is continuing with targeted intervention and lists
1. TSIA Testing opportunities on-going
1. 688 AP tests have been ordered for May testing
1. Spring ACT testing dates
 - a. CHS April 19
 - b. NWECHS March 8-10
1. 220 seniors at CHS have a TEA approved Industry Based Certification (262 pending an IBC in the spring semester)

CCR Goals

Closing the Gaps at all Student Groups

CCR Board Outcome Goal

The percentage of graduates that meet the criteria for CCR will increase from 58% on June 2021 to 88% by June 2026.

Yearly Target Goals

2022	2023	2024	2025	2026
64%	70%	76%	82%	88%

Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	EL
Baseline (2021)	37.5%	57.5%	87.5%	*	*	*	*	77.8%	54.7%	37.7%
2022	40%	60%	90%	*	*	*	*	80%	60%	45%
2023	55%	65%	92%	*	*	*	*	82%	65%	55%
2024	65%	70%	94%	*	*	*	*	84%	70%	65%
2025	75%	75%	96%	*	*	*	*	86%	75%	75%
2026	85%	85%	100%	*	*	*	*	88%	85%	85%

FAFSA Completion Class of 2022

*Completion as of February 14, 2022

Canutillo High School	74%
Northwest Early College	95%

Goal Progress Measures Calendar

	Goal 1 - Reading The percentage of 3rd grade students that score at or above grade level or above will increase from 54% (2021) to 70% by June 2026.					Goal 2 - Math The percentage of 3rd grade students that score at or above grade level or above will increase from 22% on June 2021 to 70% by June 2026.					Goal 3 - COM The percentage of graduates that earn a COM indicator will increase from 54% (2021) to 88% by June 2026.							
	2021	2022	2023	2024	2025	2026	2021	2022	2023	2024	2025	2026	2021	2022	2023	2024	2025	2026
	43%	50%	57%	64%	70%	32%	40%	50%	60%	70%	64%	70%	74%	82%	88%			
	GPM 1.1	GPM 1.2	GPM 1.3			GPM 2.1	GPM 2.2	GPM 2.3			GPM 3.1	GPM 3.2	GPM 3.3					
	The percentage of kindergarten students meeting or exceeding third grade level will increase from 32% on June 2021 to 70% by June 2026.					The percentage of kindergarten students performing at grade level in math will increase from 12% on June 2021 to 70% by June 2026.					The percentage of graduates earning a COM indicator will increase from 54% on June 2021 to 88% by June 2026.							
	The percentage of 3rd grade students meeting or exceeding 3rd grade level will increase from 54% on June 2021 to 70% by June 2026.					The percentage of 3rd grade students performing at grade level in math will increase from 22% on June 2021 to 70% by June 2026.					The percentage of graduates earning a COM indicator will increase from 54% on June 2021 to 88% by June 2026.							
Baseline 2020-2021	35%	46%	54%			12%	24%	32%			37%	25%	5%					
2021-2022	40%	55%	60%			25%	30%	45%			43%	27%	10%					
2022-2023	50%	60%	63%			40%	40%	50%			43%	30%	15%					
2023-2024	55%	63%	66%			50%	50%	60%			53%	33%	20%					
2024-2025	60%	67%	67%			60%	60%	65%			58%	40%	25%					
2025-2026	70%	70%	70%			70%	70%	70%			61%	43%	30%					

Superintendent Commitment
 SC 1: Do not allow a rating of Proficient or above on a Principal's or Teacher's Evaluation if expected growth at campus/site level is not achieved.
 SC 2: Do not allow campus budget equity to create additional disparities.

Board Commitment
 BC 1: Board members may not receive items from the calendar agenda if they have not discussed the item with the superintendent or the four chairs during the previous 7 days.
 BC 2: Board members may not add items to the board agenda without approval of the board chair or 3 trustees.
 BC 3: The board may not limit less than 80% of its board members public meeting minutes per month mandating progress toward student outcome goals.

	Quarter 1	Quarter 2	Quarter 3	Quarter 4
Goal 1	Oct	January	March	June
Goal 2	Oct	January	March	June
Goal 3	Nov	February	April	July

Questions?

CANUTILLO INDEPENDENT SCHOOL DISTRICT
A Premier District



Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: _____

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

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Signature of Requester(s)

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CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



Board of Trustees

Meeting Date: 2/22/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of Donations Report

Justification Statement: Presentation for your review and acceptance of the donations report for donations received Late December 2021 and January 2022.

Purpose of Agenda Item: Information Discussion Action
 Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Cristina Pulley

Signature of Requester(s)
Cristina Pulley *Cristina Pulley* 02/10/2022

Signature of Presenter(s)
Elizabeth B. Sida 2/10/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

Financial Services Department present the following donations report of donations received late December 2021 and January 2022, for the Boards review and approval.

RECOMMENDATION: Administration recommends that the Board accept this donations report as presented

PRIOR BOARD ACTION: Yes AWARDED: NA AWARDED AMOUNT: NA

1/27/2022

AMOUNT(S): \$12,520.00

ACCOUNT NO(S): NA

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
NA

REQUESTING DEPARTMENT:
NA

CONSEQUENCES OF NON-APPROVAL:
NA

IMPLEMENTATION TIMELINE:
NA

ATTACHMENT(S): ✓ Donations Report



CISD Approved Donations: January 2022

Board Approval Date: February 22, 2021							
Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
12/10/2021	CHS Flight Dance Boosters	637 Vern Butler	El Paso, TX 79932	Cash	Canutillo HS	Uniforms, travel supplies, equipment, contest, incentives, activities, choreography	\$ 500.00
1/11/2022	Madeline Smith	1625 Playa Del Sol	El Paso, TX 79911	Cash	Canutillo HS	To support volleyball program	\$ 100.00
1/19/2022	The Paso Del Norte Community Foundation	221 N. Kansas Suite 1900	El Paso, TX 79901	Book \$20.00/Cash \$10,000	Library Services	To encourage reading and support students learning of oceans and sea life	\$ 10,020.00
	On-Line Donations (See attached report period)						\$ 1,900.00
							\$ 12,520.00

CISD Approved Online January 2022 Donations

Date	Item Name	Sub Total	Purchaser First Name	Purchaser Last Name	Address 1	Address 2	City	State	Zip
1/5/2022	Canutillo High School Donations - CHS Football - Replace Lockers Donation	200.00	Scott	Brooks	324 Phil Hansen Dr		Canutillo	TX	79835
1/18/2022	Canutillo High School Donations - CHS Football - Replace Lockers Donation	400.00	Jaime	Escobedo	232 Jessie Trigg Dr.		Vinton	TX	79821
1/26/2022	Canutillo High School Donations - CHS Clubs and Activities - Baseball	1,300.00	Claudia	Munoz	1048 Dona Beatriz Circle		El Paso	TX	79932
	Total Online Donations	1,900.00							

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Director of Financial Services

DATE: February 1, 2022

SUBJECT: Budget Amendments for January 2022

Budget Amendments submitted are summarized below for your review and consideration.

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

11 Instruction + 12 Instructional Resources/Media Services +
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BJE 341387 – This budget amendment will allocate funds from Travel and Staff Development to Substitutes to provide at-risk process monitoring for all students at Reyes Elementary. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
185.13.6411.00.106.24	Travel	\$ 14,000	\$ (10,114)	\$ 3,886
185.11.6112.96.106.24	Substitutes	\$ 2,935	\$ 9,900	\$ 12,835
185.11.6141.96.106.24	Medicare	\$ 43	\$ 144	\$ 187
185.11.6143.96.106.24	Workers Compensation	\$ 18	\$ 58	\$ 76
185.11.6145.96.106.24	Unemployment Compensation	\$ 4	\$ 12	\$ 16

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7516
F: (915) 877-7524
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

BJE 341388 – This budget amendment will allocate funds from miscellaneous operating costs to provide tutoring and extra support for at-risk process monitoring for all students at Reyes Elementary. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
185.13.6499.00.106.24	Miscellaneous Operating Costs	\$ 3,000	\$ (2,999)	\$ 1
185.11.6128.05.106.24	Extra Duty Pay - Hourly	\$ 0	\$ 2,689	\$ 2,689
185.11.6141.05.106.24	Medicare	\$ 261	\$ 39	\$ 300
185.11.6149.05.106.24	TRS Entity Contribution	\$ 270	\$ 41	\$ 311
185.11.6143.05.106.24	Workers Compensation	\$ 105	\$ 16	\$ 121
185.11.6146.05.106.24	Teacher Retirement	\$ 1,400	\$ 210	\$ 1,610
185.11.6145.05.106.24	Unemployment Compensation	\$ 21	\$ 4	\$ 25

BJE 341442 – This budget amendment will allocate funds to purchase Raptor equipment that ensures monitoring and security of incoming and outgoing traffic for student safety at Damian Elementary. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.36.6399.60.103.99	General Supplies UIL	\$ 1,620	\$ (1,620)	\$ 0
199.23.6397.00.103.99	Controlled Assets -Other Furniture and Equipment	\$ 1,242	\$ 1,620	\$ 2,862

BJE 341572 – This budget amendment will allocate funds to cover 2022 Cash Defeasance for Tax Refunding Bond 2012. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
599.00.3480.00.000.00	Restricted/Retirement Long Term Debt	\$ 0	\$ (2,548,589)	\$ (2,548,589)
599.00.8949.00.999.99	Other Uses - Escrow Deposit	\$ 0	\$ 2,473,589	\$ 2,473,589
599.71.6599.00.999.99	Other Debt Fees	\$ 1,337,709	\$ 75,000	\$ 1,412,709

BJE 341457 – This budget amendment will allocate funds to cover purchase of Imagine Math Facts Site License and for a Professional Development Webinar Training benefitting all at-risk and struggling students during instruction. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
185.11.6399.00.106.24	General Supplies	\$ 20,000	\$ (1,218)	\$ 18,782
185.11.6299.97.106.24	Miscellaneous Contracted Services	\$ 11,528	\$ 468	\$ 11,996
185.13.6411.00.106.24	Travel	\$ 14,000	\$ 750	\$ 14,750

BJE 341522 – This budget amendment will allocate funds to cover the copy machine rental at the Davenport ES Library. This budget amendment will have a positive impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.11.6399.00.102.11	General Supplies	\$ 4,755	\$ (900)	\$ 3,855
199.11.6499.00.102.11	Miscellaneous Operating Expense	\$ 1,500	\$ (1,000)	\$ 500
199.23.6269.00.102.99	Copy Machine Rental/Lease	\$ 9,344	\$ (7,316)	\$ 2,028
199.12.6269.00.102.99	Copy Machine Rental/Lease	\$ 0	\$ 9,216	\$ 9,216

BJE 341536 – This budget amendment will allocate funds from Fund Balance to cover the replacement of the football field at Alderete MS. Specialized testing on this surface reveals a high probability of player injury if field is not rebuilt due to existing conditions and damage already present for several years. This budget amendment will have no impact on the administrative cost ratio.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.3600.00.000.00	Fund Balance	\$ 32,011,733	\$ (1,100,000)	\$ 30,911,733
199.81.6629.00.999.99	Building Purchase/ Construction/ Improvements	\$ 1,015,789	\$ 1,100,000	\$ 2,115,789

BJE 341584 – This budget amendment will allocate additional revenues from the FY19 Property Value Study Appeal and the FY20 Additional Days School Year ADA revenues received to operating expenditures for increases in legal expenditures, liability insurance and contract services, county election costs, repairs to district-wide fire and intrusion alarm systems and remaining funds will be allocated to instructional costs. This budget amendment will have a negative impact on the administrative cost ratio for a net increase in necessary general administration costs.

BUDGET ACCOUNT NUMBER		CURRENT BUDGET	CHANGE	AMENDED BUDGET
199.00.5812.01.000.00	State Aid - Property Value Study Appeals	\$ 247,797	\$ 110,343	\$ 358,140
199.00.5812.02.000.00	State Aid - Prior Year Adjustments	\$ -0-	\$ 375,004	\$ 375,004
199.41.6211.00.734.99	Legal Services	\$ 136,500	\$ 50,000	\$ 186,500
199.41.6499.00.999.99	Misc Operating Costs	\$ -0-	\$ 15,000	\$ 15,000
199.41.6439.00.730.99	Election Costs	\$ -0-	\$ 35,606	\$ 35,606
199.34.6429.00.999.99	Insurance	\$ 65,000	\$ 29,335	\$ 94,335
199.41.6429.00.734.99	Insurance	\$ 47,000	\$ 25,331	\$ 72,331
199.51.6429.00.999.99	Insurance	\$ 367,000	\$ 38,208	\$ 405,208
199.41.6299.00.734.99	Misc Contracted Services	\$ 16,700	\$ 32,000	\$ 48,700
199.51.6299.01.999.99	Misc Contracted Services	\$ -0-	\$ 125,000	\$ 125,000
199.11.6399.99.999.11	Instructional General Supplies	\$ 58,136	\$ 134,867	\$ 193,003

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

CPulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



CANUTILLO A Premier District

To: Board of Trustees
Dr. Pedro Galaviz, Superintendent

Through: Martha E. Piekarski, Chief Business Officer

From: Cristina Pulley, Director of Financial Service

Date: January 13, 2022

Subject: Quarterly Investment Report for December 31, 2021

This report of investments for the Canutillo Independent School District for the quarter ending December 31, 2021, is in full compliance with the Investment Policy and strategy as established for the District with the Public Funds Investment Act (Chapter 2256). The Public Funds Investment Act requires quarterly reporting of investment activity and balances (both book and market values) be presented to the Board of Trustees.

The investment objectives of safety, liquidity, and maturity levels that are sufficient to meet anticipated cash requirements is what drives the investment activity. For fiscal year 2021-2022, the District maintained its investments in governmental investment pools and fixed term maturities with Logic, Lone Star, Texas Class, Texpool, TexSTAR. The portfolio within this investment pools includes Money Market, Commercial Paper, U.S. Treasury Securities, Government Obligation, and Repurchase Agreements.

During the second quarter, the District's total investments of \$33,682,931 were invested at an average interest yield of 0.0822%; which resulted in interest income of \$3,557. Operating Fund investments of \$16.489 million generated interest revenue of \$1,311. In November, the retention stipends were paid resulting in a decreased in Lone Star. On the other hand, property tax revenue of \$13.4 million was received the last week of December in Texas Class. Most of the investments were in the operating fund because daily withdraws are needed to cover cash disbursements. In the same way, the Debt Service Fund increased from \$6.8 million to \$12.3 million due to property tax revenue.

As the district's investment officers, we will continue to seek investment opportunities after investment safety, liquidity, and maturity are considered. The investment portfolio meets both the Public Funds Investment Act and the Board's investment policy requirements.

M E Piekarski

Martha E. Piekarski, Chief Business Officer

Laura D.

Laura Dorado, Accountant

Cristina Pulley

Cristina Pulley, Director of Financial Service

Leticia Ekery

Leticia Ekery, Accountant

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org

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**Canutillo Independent School District
Quarterly Summary of Investments
December 31, 2021**

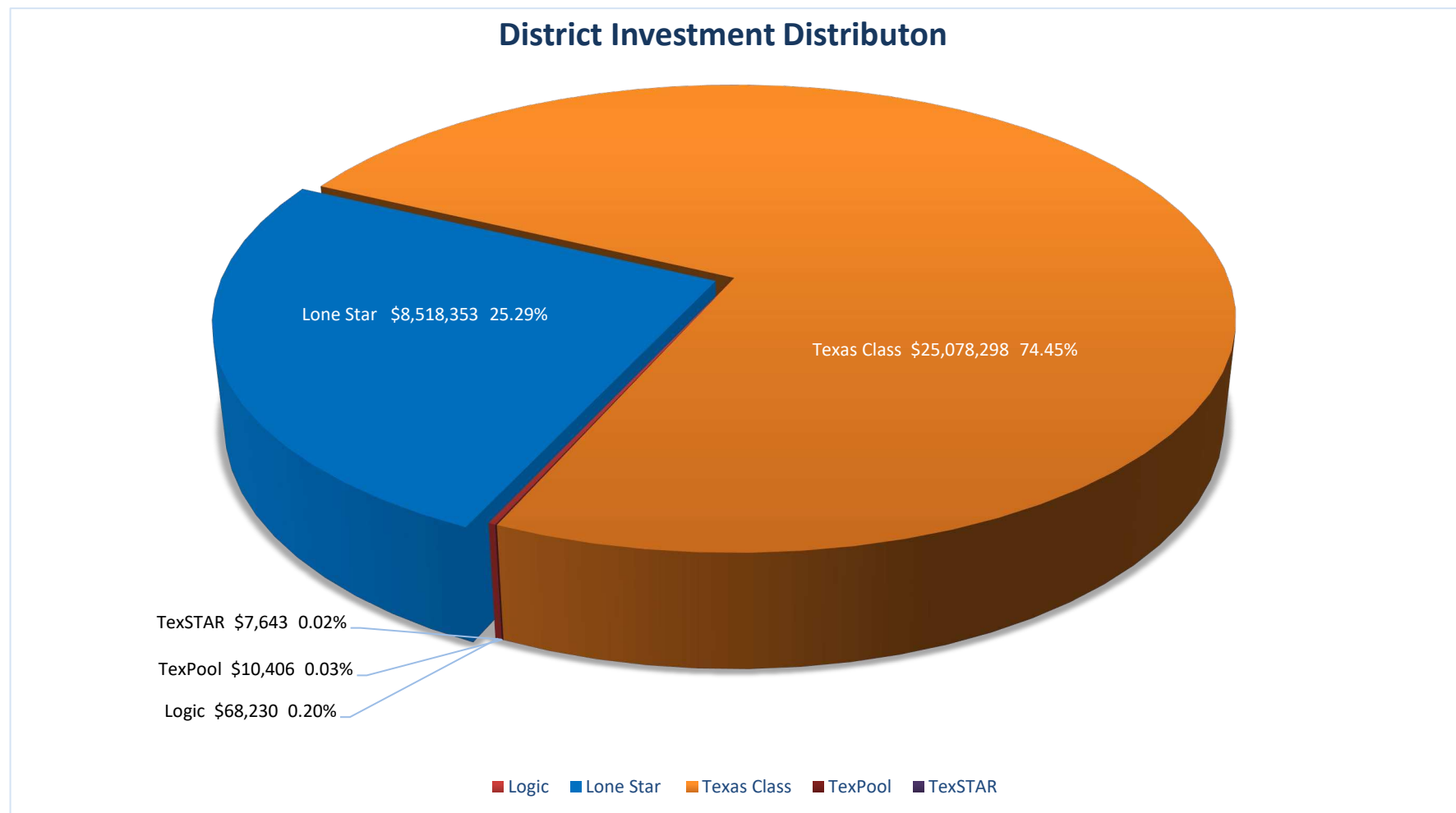
Description	Maturity Date	Current Month Interest Rate	12/31/2021 Book Value	12/31/2021 Market Value	9/30/2021 Book Value	9/30/2021 Market Value	Quarterly Accrued Interest	Book Value Increase/Decrease
Operating Fund								
Logic	On Demand	0.0737%	\$ 50,820	\$ 50,815	\$ 50,814	\$ 50,814	\$ 6	\$ 6
Lone Star Corporate	On Demand	0.1000%	2,674,471	2,674,471	4,791,859	4,791,859	949	(2,117,388)
Texas Class	On Demand	0.0692%	13,746,378	13,746,378	637,756	637,756	355	13,108,622
TexPool	On Demand	0.0376%	10,406	10,406	10,406	10,406	0	-
TexSTAR	On Demand	0.0139%	7,477	7,477	7,477	7,477	0	0
Subtotal		0.0589%	\$ 16,489,552	\$ 16,489,547	\$ 5,498,312	\$ 5,498,313	\$ 1,311	\$ 10,991,240
Debt Service Fund								
Lone Star Corporate	On Demand	0.1000%	\$ 979,265	\$ 979,265	\$ 979,985	\$ 979,985	\$ 216	(720)
Texas Class	On Demand	0.0692%	11,331,920	11,331,920	5,822,373	5,822,373	954	5,509,547
TexSTAR	On Demand	0.0139%	166	166	166	166	-	-
Subtotal		0.0610%	\$ 12,311,351	\$ 12,311,351	\$ 6,802,524	\$ 6,802,524	\$ 1,170	\$ 5,508,827
Food Service Fund								
Lone Star Corporate	On Demand	0.1000%	\$ 2,157,498	\$ 2,157,498	\$ 2,157,022	\$ 2,157,022	\$ 476	\$ 476
Health Insurance Fund								
Lone Star Corporate	On Demand	0.1000%	\$ 2,507,955	\$ 2,507,955	\$ 2,507,401	\$ 2,507,401	\$ 553	\$ 554
Construction Fund								
Lone Star 2011	On Demand	0.1000%	143,254	143,254	143,222	143,222	32	32
Logic 2013	On Demand	0.0737%	17,410	17,408	17,410	17,411	2	0
Lonestar 2013	On Demand	0.1000%	55,910	55,910	55,898	55,898	12	12
Subtotal		0.0912%	\$ 216,574	\$ 216,572	\$ 216,530	\$ 216,532	\$ 46	\$ 44
Total Investments		0.0822%	\$ 33,682,931	\$ 33,682,923	\$ 17,181,790	\$ 17,181,792	\$ 3,557	\$ 16,501,140

Asset	Portfolio Weighted Average Maturity				S&P Credit	
	Book Value	Days to Maturity	Weighted Average Maturity (WAM)	Maturity Date of Each Asset	Ratings as of: 12/31/2021	
Logic	68,230	1	0.002	1/1/2022	Liquid pool, due on demand AAAm	
Lone Star	8,518,353	1	0.253	1/1/2022	Liquid pool, due on demand AAAf/S1+	
Texas Class	25,078,298	1	0.745	1/1/2022	Liquid pool, due on demand AAAm	
TexPool	10,406	1	0.000	1/1/2022	Liquid pool, due on demand AAAm	
TexSTAR	7,643	1	0.000	1/1/2022	Liquid pool, due on demand AAAm	
	\$ 33,682,931		1.000			

AAA is the highest Issuer Credit Rating assigned by Standar & Poor's
(m is for Money Market, f is for Fund, and S1+designates low volatility)

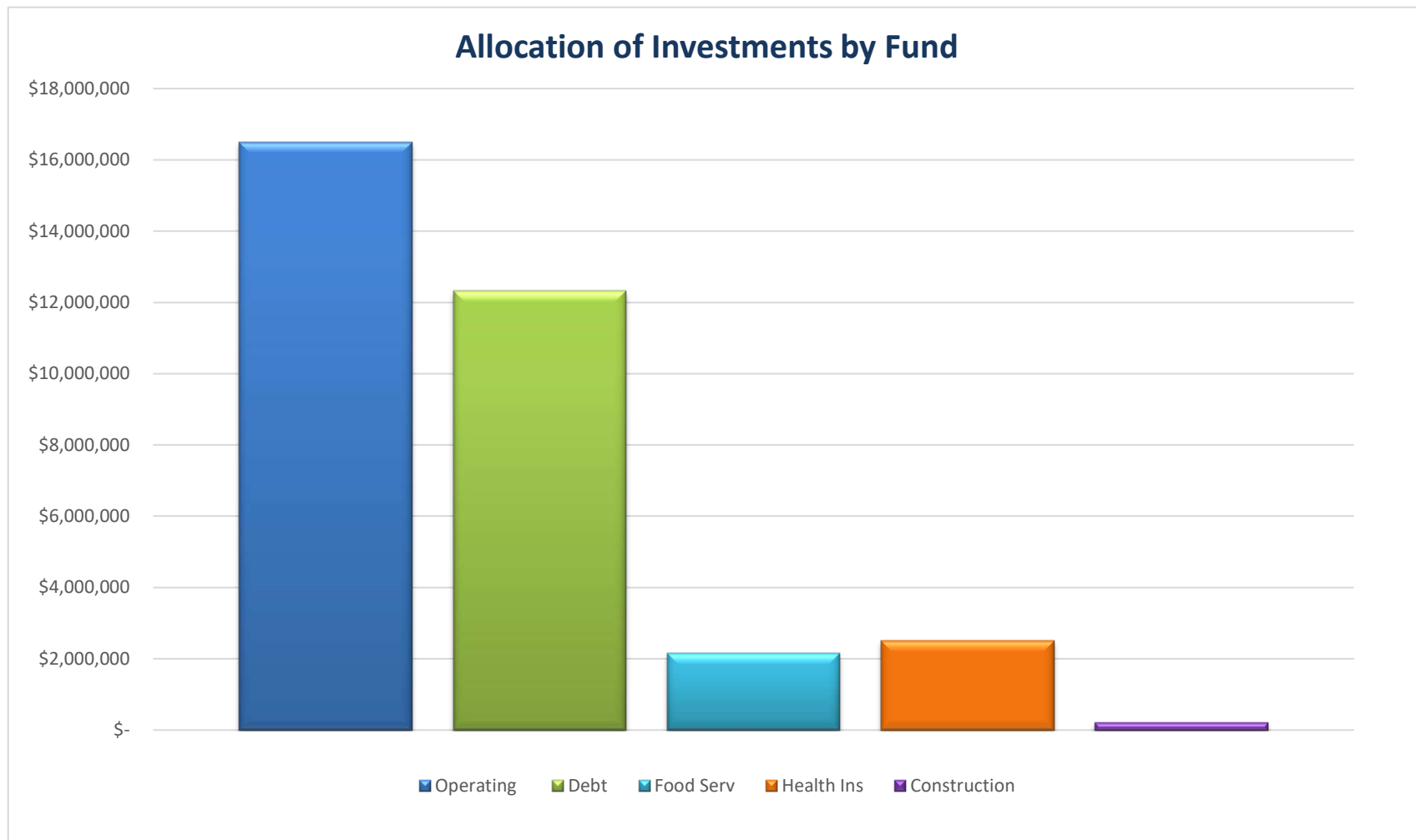
Canutillo Independent School District Quarterly Summary of Investments December 31, 2021

Investment	Amount	Percentage
Logic	\$ 68,230	0.20%
Lone Star	\$ 8,518,353	25.29%
Texas Class	\$ 25,078,298	74.45%
TexPool	\$ 10,406	0.03%
TexSTAR	\$ 7,643	0.02%
Total	\$ 33,682,931	100.00%



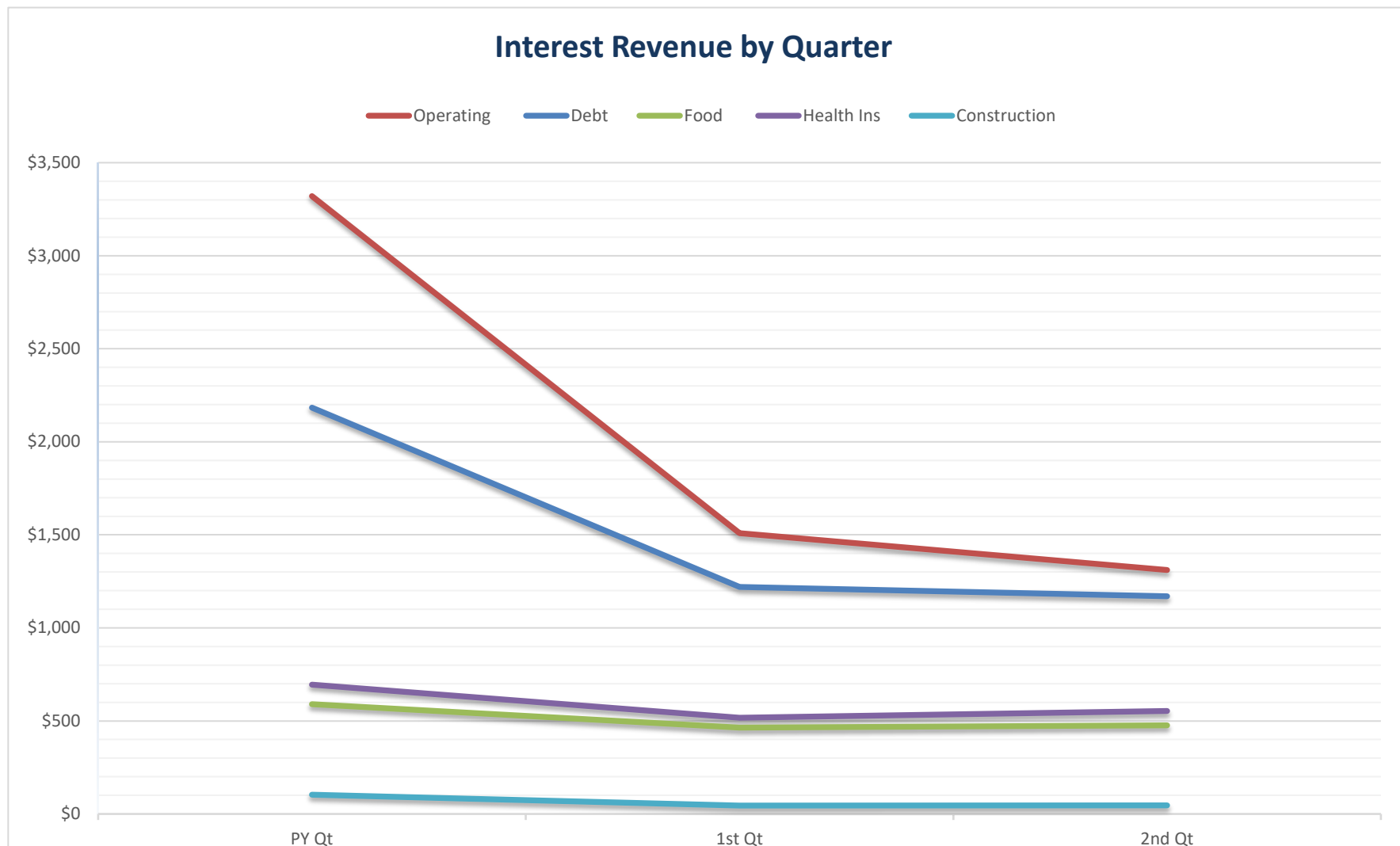
**Canutillo Independent School District
Quarterly Summary of Investments
December 31, 2021**

Fund	Amount	Percentage
Operating	\$ 16,489,552	48.96%
Debt	\$ 12,311,351	36.55%
Food Serv	\$ 2,157,498	6.41%
Health Ins	\$ 2,507,955	7.45%
Construction	\$ 216,574	0.64%
Total	\$ 33,682,931	100.00%



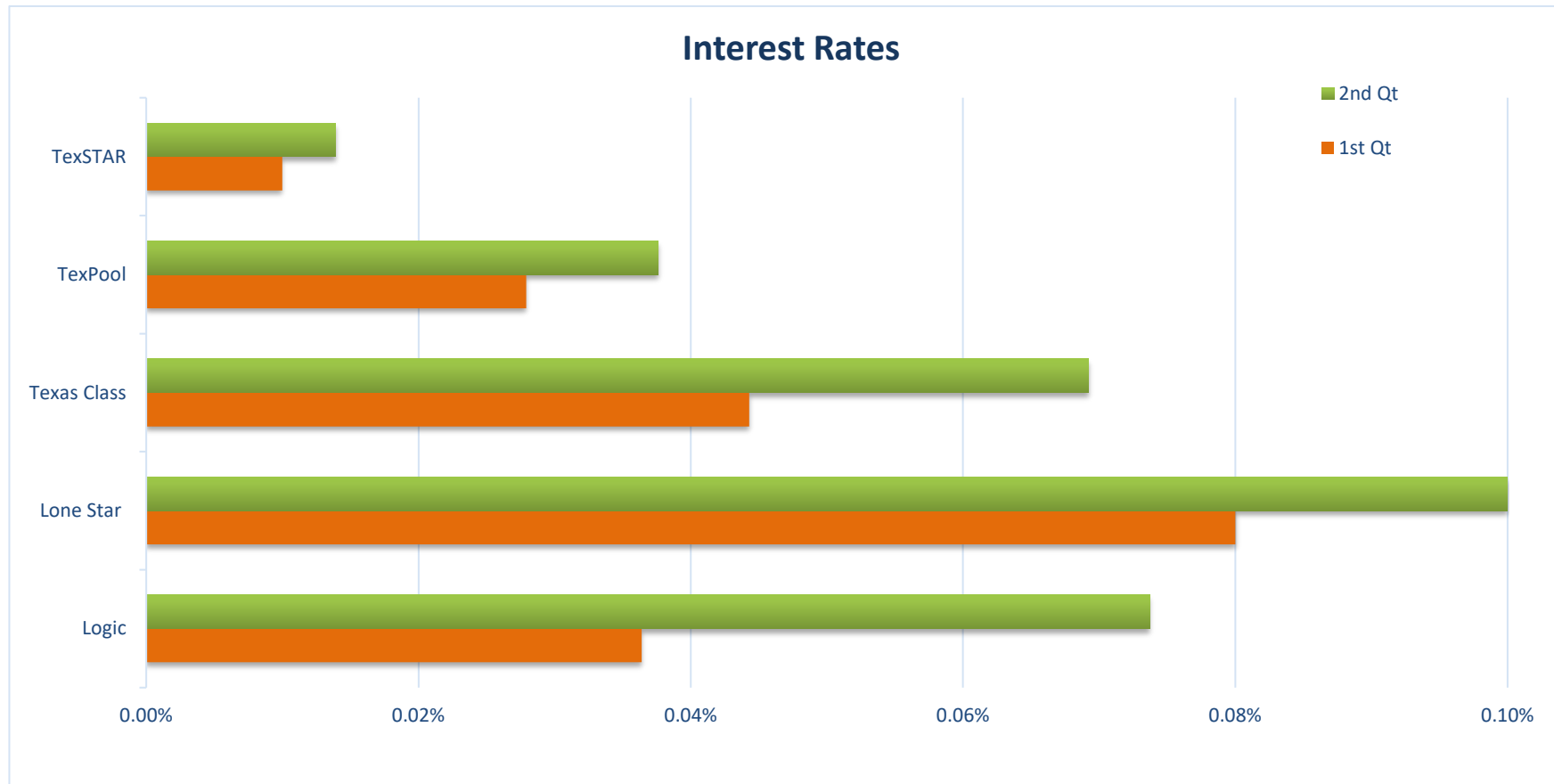
**Canutillo Independent School District
Quarterly Summary of Investments
December 31, 2021**

Interest	PY Qt	1st Qt	2nd Qt	3rd Qt	4th Qt
Operating	\$ 3,320	\$ 1,509	\$ 1,311	\$ -	\$ -
Debt	\$ 2,184	\$ 1,220	\$ 1,170	\$ -	\$ -
Food	\$ 590	\$ 464	\$ 476	\$ -	\$ -
Health Ins	\$ 695	\$ 517	\$ 553	\$ -	\$ -
Construction	\$ 103	\$ 45	\$ 46	\$ -	\$ -
Total	\$ 6,892	\$ 3,755	\$ 3,557	\$ -	\$ -



**Canutillo Independent School District
Quarterly Summary of Investments
December 31, 2021**

Investment	1st Qt	2nd Qt	3rd Qt	4th Qt
Logic	0.04%	0.07%		
Lone Star	0.08%	0.10%		
Texas Class	0.04%	0.07%		
TexPool	0.03%	0.04%		
TexSTAR	0.01%	0.01%		
Average	0.04%	0.06%		



SIGNATURE CERTIFICATE





REFERENCE NUMBER

9BDB0B9E-93FB-4ABC-8C52-472965F27595

TRANSACTION DETAILS	DOCUMENT DETAILS
<p>Reference Number 9BDB0B9E-93FB-4ABC-8C52-472965F27595</p> <p>Transaction Type Signature Request</p> <p>Sent At 01/19/2022 17:53 EST</p> <p>Executed At 01/21/2022 12:53 EST</p> <p>Identity Method email</p> <p>Distribution Method email</p> <p>Signed Checksum 7f2fb66b0e61a07bcf85030e36df5a126797fc2ed5f133cf5a8bcbecb6d2256b</p> <p>Signer Sequencing Disabled</p> <p>Document Passcode Disabled</p>	<p>Document Name 2nd Quarter Report - December 2021</p> <p>Filename 2nd_quarter_report_-_december_2021.pdf</p> <p>Pages 6 pages</p> <p>Content Type application/pdf</p> <p>File Size 1.02 MB</p> <p>Original Checksum b7e87d792de549fa7ae686aba8c5c691aac4c1183396e7fb2f0a013ebafe7454</p>

SIGNERS

SIGNER	E-SIGNATURE	EVENTS
<p>Name Martha Piekarski</p> <p>Email mpiekarski@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum a2d51161ef2e78a2ccf133cfd06dc3faea43cc2063ac5ce714b73e6e6e163660</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID B5196CCF</p>	<p>Viewed At 01/21/2022 12:50 EST</p> <p>Identity Authenticated At 01/21/2022 12:53 EST</p> <p>Signed At 01/21/2022 12:53 EST</p>
<p>Name Leticia Ekery</p> <p>Email lekery@canutillo-isd.org</p> <p>Components 1</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum d7e9fc7dd4bdc10130a9f49418ea72863dbc0cf18e1101083ded55058f2f5af</p> <p>IP Address 70.125.228.98</p> <p>Device Chrome via Windows</p> <p>Typed Signature </p> <p>Signature Reference ID F7097AB4</p>	<p>Viewed At 01/19/2022 18:21 EST</p> <p>Identity Authenticated At 01/19/2022 18:24 EST</p> <p>Signed At 01/19/2022 18:24 EST</p>
<p>Name Cristina Pulley</p> <p>Email</p>	<p>Status signed</p> <p>Multi-factor Digital Fingerprint Checksum 53</p>	<p>Viewed At 01/19/2022 17:59 EST</p> <p>Identity Authenticated At</p>

cpulley@canutillo-isd.org

8fc07eb4b99a70f6282e7761e35e17f6c46071623409c346954b45b9cc7b98e9

01/19/2022 18:00 EST

Components

1

IP Address

70.125.228.98

Signed At

01/19/2022 18:00 EST

Device

Chrome via Windows

Typed Signature



Signature Reference ID

3406A20C

Name

Laura Dorado

Status

signed

Viewed At

01/19/2022 17:53 EST

Email

ldorado@canutillo-isd.org

Multi-factor Digital Fingerprint Checksum

6dbb781530afbfe6ce17108ef0e536b342314e192a4932721ef6b9daaa6c9206

Identity Authenticated At

01/19/2022 17:54 EST

Components

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IP Address

70.125.228.98

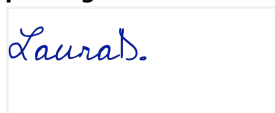
Signed At

01/19/2022 17:54 EST

Device

Chrome via Windows

Typed Signature



Signature Reference ID

4BB7097B

AUDITS

TIMESTAMP	AUDIT
01/19/2022 17:53 EST	CISD Finance Department (finance@canutillo-isd.org) created document '2nd_quarter_report_-_december_2021.pdf' on Chrome via Windows from 70.125.228.98.
01/19/2022 17:53 EST	Laura Dorado (ldorado@canutillo-isd.org) was emailed a link to sign.
01/19/2022 17:53 EST	Martha Piekarski (mpiekarski@canutillo-isd.org) was emailed a link to sign.
01/19/2022 17:53 EST	Leticia Ekery (lekery@canutillo-isd.org) was emailed a link to sign.
01/19/2022 17:53 EST	Cristina Pulley (cpulley@canutillo-isd.org) was emailed a link to sign.
01/19/2022 17:53 EST	Laura Dorado (ldorado@canutillo-isd.org) viewed the document on Chrome via Windows from 70.125.228.98.
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from 70.125.228.98.

01/21/2022 12:53 EST

Martha Piekarski (mpiekarski@canutillo-isd.org) authenticated via email on Chrome via Windows from 70.125.228.98.

01/21/2022 12:53 EST

Martha Piekarski (mpiekarski@canutillo-isd.org) signed the document on Chrome via Windows from 70.125.228.98.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation to approve quotes submitted by DLC Construction Inc. for the work required to repair the asphalt surface at AMS and CMS' tracks.

Justification Statement: In accordance with CH (Local): "...Any single, budgeted purchase of goods and services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place..."

Purpose of Agenda Item: [] Information [] Discussion [X] Action
Item Type: [] Curriculum & Instruction [] HumanResources [] Business Services

Staff Responsible: [Signature] Bruno Vasquez 2/ 8/2022
Signature of Requester(s)
Signature of Presenter(s)
Business Services Approval (Initials) Date

Agenda Summary: The project to resurface the AMS and CMS track is ongoing; after removing the old rubber surface, the contractor discovered several deficiencies in the underlying asphalt that must be corrected before the new track material is applied. Facilities staff coordinated site visits with various asphalt contractors and received three quotes. The quotes received for the asphalt repair work at Alderete Middle School were prohibitively expensive, and the Administration, in consultation with the Athletic Director, requested a revised quote that excluded the repairs of the semi-circle areas at both ends of this track.

RECOMMENDATION: Administration recommends approval of the proposals received from DLC Construction Inc, totaling \$63,000 for the repairs of the asphalt surface at the AMS and CMS tracks; using local funds.

PRIOR BOARD ACTION: None AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): \$63,000.00

ACCOUNT NO(S): 199.81.6629.00.999.99

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
3 quotes

REQUESTING DEPARTMENT: Facilities Department

CONSEQUENCES OF NON-APPROVAL: The contractor installing the new track surface at both middle schools will not guarantee the work

IMPLEMENTATION TIMELINE: Upon approval

ATTACHMENT(S): X Proposals received, Cost Analysis 56

**Canutillo Independent School District
Facilities & Transportation Department**

Cost Analysis		
Description	Vendor B	Vendor C
Asphalt resurfacing for AMS and CMS tracks		
Vendor A	Vendor B	Vendor C
DLC Construction Inc. AMS Cost: \$56,000.00 CMS Cost: \$7,000.00 Total: \$63,000.00	Eagle Construction Group, LLC AMS Cost: \$78,752.12 CMS Cost: \$22,797.50 Total: \$101,549.62	El Paso Parking Lot Stripping AMS Cost: \$167,500.00 CMS Cost: \$167,500.00 Total: \$335,000

Revised Proposal



8411 Lockheed St 3
El Paso TX, 79925
915.771.7580
915.771.7581 Fax

ADAN DE LA CUEVA
(915) 771.7580

Date: 2/8/2022

Client: CISD

Project: Alderete Middle School Track

Contractor agrees to furnish all equipment, material in accordance with all applicable labor, building plans and specifications and to complete the following work

Overlay 5,264 SY
Clean and Prepare
Furnish and Install Tack Oil
Furnish and Install Asphalt 1.5"

Exclusions: Water, Test, Traffic Control

Total: \$56,000.00

Signed: _____

Dated: _____

Title: _____

Proposal



8411 Lockheed St 3
El Paso TX, 79925
915.771.7580
915.771.7581 Fax

Date: 1/21/2022

Client: CISD

Project: Canutillo Middle School Skin Patch

Contractor agrees to furnish all equipment, material in accordance with all applicable labor, building plans and specifications and to complete the following work

Asphalt Skin Patch Work

Clean and Prepare Patches

Furnish and Install Tack oil

Furnish and Install Asphalt Type F 12 Tons

Exclusions: Water, Test, Traffic Control

Total: \$7,000.00

Signed: _____

Dated: _____

Title: _____



JAIMÉ CASTANEDA

Eagle Construction Group, LLC
232 Jessie Trigg
El Paso, TX 79821 US
(915)820-7089
Thefirm3a@aol.com

Estimate 1222

ADDRESS

Canutillo ISD
7965 Aircraft Rd
El Paso, Tx 79932

DATE 01/21/2022	TOTAL \$101,549.62
---------------------------	-------------------------------------

ACTIVITY	QTY	RATE	AMOUNT
Labor and materials Skin patches (half an inch to one inch thick F mix) 7375 Square feet	1	22,797.50	22,797.50
CANUTILLO MIDDLE SCHOOL			
Labor and materials A) Skin patch (half an inch to one inch thick F MIX) 218 Square Yards	1	78,752.12	78,752.12
B) One inch over(D MIX) 6594Square Yards Tack and Prime			

ALDERETE MIDDLE SCHOOL

TOTAL

\$101,549.62

THANK YOU.

**REVISED QUOTE,
INCLUDES TACK COAT
EXCLUDES "D" AREAS**
Accepted Date

Accepted By



Quote

El Paso Parking Lot Striping
 9704 Carnegie Ave. Suite A
 El Paso, TX 79925
 Office Phone: 915-843-2576
 raul.z@epplstriping.com

Quote Number: 3096
 Quote Date: Jan 24, 2022
 Payment Terms: 50% Deposit Required
 in Advance --- 50% Due
 upon Completion
 Quote Amount: 167,500.00

Company
 Canutillo Independent School District..
 7710 Cap Carter Rd
 Canutillo, TX 79835
 Mobile Phone: (915) 222-0400
 brvasquez@canutillo-isd.org

Item Name	Quantity	Unit Price	Total
DEMOLITION & PAVING CANUTILLO MIDDLE SCHOOL 7311 Bosque Rd Canutillo, TX 79835 RUNNING TRACK -1.5" Milling & Disposal (Approximately 66,512sf) -1.5" Overlay of Asphalt Type "F" Hot Mix Rolled. **EL PASO PARKING LOT is Locally Owned & Operated Serving EL PASO TX & Surrounding Areas Since 1989. -Estimated Time Of Completion 4Days -Traffic Control By EPPLS WE TAKE PRIDE IN OUR JOB!!!!	1.00	167,500.00	167,500.00

Comments:
 * There is a 3% charge associated with payments made through
 the invoicing system.

Subtotal: \$ 167,500.00
Quote Amount \$ 167,500.00

Terms & Conditions:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to be specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as



Quote

El Paso Parking Lot Striping
 9704 Carnegie Ave. Suite A
 El Paso, TX 79925
 Office Phone: 915-843-2576
 raul.z@epplstriping.com

Quote Number: 3097
 Quote Date: Jan 24, 2022
 Payment Terms: 50% Deposit Required
 in Advance --- 50% Due
 upon Completion
 Quote Amount: 167,500.00

Company
 Canutillo Independent School District..
 7710 Cap Carter Rd
 Canutillo, TX 79835
 Mobile Phone: (915) 222-0400
 brvasquez@canutillo-isd.org

Item Name	Quantity	Unit Price	Total
DEMOLITION & PAVING CANUTILLO ELEMENTARY SCHOOL <i>ALDERETE MS</i> 651 Canutillo Ave Canutillo, TX 79835			
RUNNING TRACK -1.5" Milling & Disposal (Approximately 66,512sf) -1.5" Overlay of Asphalt Type "F" Hot Mix Rolled. **EL PASO PARKING LOT is Locally Owned & Operated Serving EL PASO TX & Surrounding Areas Since 1989. -Estimated Time Of Completion 4Days -Traffic Control By EPPLS WE TAKE PRIDE IN OUR JOB!!!!	1.00	167,500.00	167,500.00

Comments:

* There is a 3% charge associated with payments made through the invoicing system.

Subtotal: \$ 167,500.00
 Quote Amount \$ 167,500.00

Terms & Conditions:

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to be specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above this estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control.

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 2/22/2022

Subject/Title for Agenda Posting: Approval to Purchase Panorama Education SEL Curriculum from Panorama Education Inc., utilizing Harris County Choice Partners Contract #21/031KN-44 in the amount of \$71,050.00

Justification Statement: Social Emotional Learning is a District Guarantee. Panorama Education is a curriculum that will be used by teachers, staff, counselors, and social workers to assess and support social emotional learning in the classroom.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Nicole Mandes 2/15/2022
Signature of Requester(s)

Nicole Mandes
Signature of Presenter(s)

Elizabeth B. Sida 2/15/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Panorama Education is a social emotional curriculum that includes dashboards and reporting for teachers, student support staff, school administrators, and district administrators. The platform includes ongoing integration of Frontline/TEAMS and standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics. The platform has ongoing integration of STAAR scores (from Eduphoria), iStation, and College Board assessments and Intervention tracking, which provides staff members a clear picture of students' social emotional health and the relation to academic achievement.

RECOMMENDATION: Administration recommends that the Board Approve this purchase

PRIOR BOARD ACTION: N/A **AWARDED:** N/A **AWARDED AMOUNT:** N/A

AMOUNT(S): \$71,050.00

ACCOUNT NO(S): 282.11.6299.00.920.11 2021

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

Cooperative Contract

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:

We will be required to create social emotional lessons without access to the data integration and utilization of student information. Teachers will have to develop SEL lessons without an evidence based curriculum like Panorama.

IMPLEMENTATION TIMELINE:
Spring 2022

ATTACHMENT(S): X Quote from Panorama Education, Inc.
Copy of Choice Partners Award Confirmation



[Print Info.](#)

Panorama Education, Inc.

Contract Category: Technology Products and Services

Contract Number: 21/031KN-44

Contract Terms:

Initial Award Date: June 16, 2021
Current Expiration Date: June 15, 2022
Renewal Options Remaining: 3

CP Contract Manager:

Kristi Nichols
kristi@choicepartners.org
713-696-1337

Contract Partner: Panorama Education, Inc.



Contract Partner Web Site:
<http://www.panoramaed.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Technology Products and Services
MUST mention **RFP 21/031KN-44** when contacting vendor.

HUB Status: No

MWBE Status: No

SBE Status: No

ABOUT THIS PARTNER:

Panorama was founded in 2012 with a focus on using research-backed feedback surveys and a leading technology platform to drive meaningful improvements in climate, engagement, leadership, and well-being in K12 classrooms, schools, departments, and districts. We have invested heavily in research and development to provide valid and reliable survey instruments, a robust yet user-friendly technology platform, data analytics and reporting to bolster MTSS and RTI, and a wealth of tools and resources to help educators take action based on their data. Today, we support over 1,500 school districts across all 50 states in collecting feedback from more than 11 million stakeholders. We support 33 of the 100 largest districts in the nation and partner with clients including Dallas Independent School District, Indiana Department of Education, New York City Department of Education, Rhode Island Department of Education, San Francisco Unified, and Seattle Public Schools.

To see contract information details, please login.

If you are a **Member**, [please login here](#).



PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #21/031KN-44

Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Canutillo Independent School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Nicole Morales, District Lead Counselor	<i>Primary Contact, Title</i>	Kevin Hazel, Texas Outreach Director
<i>Billing / Payment Address</i>	P.O. Box 100	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Canutillo, TX 79835	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	nrocha@canutillo-isd.org	<i>Email</i>	khazel@panoramaed.com
<i>Phone</i>	915-877-7508	<i>Phone</i>	978-394-1115
<i>Billing Email Address</i>	accountspayable@canutillo-isd.org		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
Annual Licenses: Panorama Student and Staff Surveys and SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions): <ul style="list-style-type: none"> • Survey administration, analysis and reporting. • Student surveys • Staff surveys • Check-in Tool 		Effective Date: Contract Term: <i>(From Effective Date)</i> Annual License Fee:	Date agreement is counter-signed by all parties. ___ 1 ___ Contract Year \$53,550 / year
Panorama Student Success: Platform License Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions): <ul style="list-style-type: none"> • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Ongoing integration of Frontline/TEAMS and standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics • Ongoing integration of STAAR scores (from Eduphoria), iStation, and College Board assessments • Intervention tracking 		Subtotal License Fee Over Contract Term:	\$53,550



PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #21/031KN-44

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms” and collectively with the SO, “Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove

or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create

Exhibit A

Terms

derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims

it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to

Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement

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infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure

Exhibit A

Terms

caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and

detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

Board of Trustees

Meeting Date: 2/22/2022

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Interlocal Agreement Between Canutillo ISD and Region 19 Headstart Program.

Justification Statement: The purpose of the Interlocal Agreement is to provide special education services to children with disabilities enrolled in the Region 19 Headstart program who reside within the Canutillo School District. Both institutions collaborate and share information in order to satisfy federal and state Child Find regulations.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Special Education Department
Carey Chambers
Signature of Requester(s)
Carey Chambers
Carey Chambers
Signature of Presenter(s)
Elizabeth B. Sida *EBS* 2/14/2022
Business Services Approval (Initials) Date

Agenda Summary:

The Special Education Department is seeking Board approval on an Interlocal Agreement with Region 19 HEAD START. The purpose of this agreement is to facilitate cooperation and communication between CISD and HEADSTART in accordance with the Special Education policies and procedures of sponsoring agencies.

CISD responsibilities include: Initial Evaluation procedures for students either suspected or identified with a disability, Child Find referrals for any student suspected of a disability, Assessment procedures, ARD (Annual Review or Dismissal) procedures, and implementation of special education services provided by CISD.

RECOMMENDATION: Administration Recommends that the Board approve this Interlocal Agreement with Region 19 Head Start.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT: N/A

AMOUNT(S): N/A
ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Interlocal Agreement

REQUESTING DEPARTMENT:
Special Education Department

CONSEQUENCES OF NON-APPROVAL:
Students with disabilities would have services delayed or not provided at all.

IMPLEMENTATION TIMELINE:
Upon Approval

ATTACHMENT(S): Region 19 Interlocal Agreement

SPECIAL EDUCATION INTERLOCAL AGREEMENT ESC 19 HEAD START AND Canutillo ISD

I. Agencies Represented

This Interlocal Agreement between the Head Start Program administered by the Education Service Center Region 19 (“ESC-19”) and the Canutillo Independent School District as the responsible Local Education Agency (“LEA”) for the purpose of providing special education services to children with disabilities enrolled in the Head Start Program who reside within the District for the 2021- 2022 LEA school year.

II. Purpose of Agreement

In order to facilitate further cooperation between the above named programs for services to children with disabilities, the following agreement is made. All areas of collaboration involving LEA and ESC-19 Head Start Program will be in accordance with the policies and procedures of all sponsoring agencies.

III. Agency Responsibilities

A. Initial Procedures

1. LEA

- a. The LEA will designate a liaison to work with both Head Start staff in the district and the ESC-19 Disabilities Program Manager.
- b. The LEA Liaison will inform Head Start of appropriate procedures for special education referrals as implemented in the LEA.
- c. The LEA Liaison will inform Head Start about appropriate training opportunities available for Head Start teachers and parents of children with disabilities. The LEA Liaison will share upcoming appropriate training opportunities for Head Start teachers and parents of children with disabilities during the ESC Region 19 Special Education Director Meetings.

2. ESC - 19 HEAD START PROGRAM

- a. ESC-19 will designate a Head Start Disabilities Program Manager and Liaison.
- b. The Head Start Disabilities Program Manager will collaborate with the LEA Liaison to coordinate respective duties and procedures to permit each Agency to fulfill its respective obligations within the time frames required by law.
- c. Head Start Disabilities Program Manager will inform the LEA Liaison about appropriate training opportunities for LEA teachers and parents of children with disabilities. The Head Start Disabilities Program Manager will share upcoming appropriate training opportunities for LEA teachers and parents of children with disabilities during the ESC Region 19 Special Education Director Meetings.

d. ESC-19 will coordinate efforts to effectively transition students from Head Start to the LEA. Head Start will seek parental consent to share records concerning children with disabilities prior to the last day for students at Head Start, prior to each student's transition to the LEA. Head Start will digitally provide records of transitioning children with disabilities to the LEA with parental consent during the months of June and July.

B. Child Find Referrals to LEA

1. LEA

a. In order to satisfy Child Find responsibilities, the LEA will receive each referral for special education, track the referral and process the referral so compliance time lines will be met.

b. LEA will return to Head Start, Referral Confirmation Receipts received during the previous ten business days and mail to ESC Region 19 Head Start Disabilities Program Manager at 11670 Chito Samaniego El Paso, TX. 79936 or email to asaldivar@esc19hs.net.

c. LEA will initiate first parent contact attempt within ten business days after receiving referral from Head Start.

d. LEA will contact the Head Start Disabilities Program Manager or Liaison when unable to reach parent.

e. LEA will contact Head Start Disabilities Program Manager or Liaison if parent refuses for child to be evaluated.

f. The initial evaluation must be conducted and the evaluation report completed within 45 school days of receiving parental consent for the evaluation.

2. ESC REGION 19 HEAD START PROGRAM

a. Head Start will refer any 3, 4, or 5-year-old children suspected of having a disability and associated need to the LEA special education program.

b. Head Start will email all referrals to the LEA Special Education Department office within 3 business day of Head Start's receipt of parental consent for evaluation.

c. Head Start will contact the LEA to follow up on referrals on a monthly basis via report to LEA Liaison.

d. Head Start will assist the LEA in contacting the parent if LEA has not been able to reach parent.

e. Head Start will provide developmental screening results, individual instructional plan, and physical evaluation to include vision and hearing screenings/questionnaires.

f. Head Start will provide LEA with consent for a referral which will include Explanation of Procedural Safeguards.

g. Head Start will coordinate with the LEA in the referral process by providing any available assessments or student-specific information as appropriate. This information will be provided to the LEA upon the signing of a release of records from the parent.

C. Assessment Procedures

1. LEA

a. The LEA will provide appropriate assessment for children referred to the district for a suspected disability within legal timelines from which the date the consent is signed.

b. A written assessment and eligibility report will be completed by the evaluator which will be provided to the Head Start representative at the initial ARD, when a Head Start representative is in attendance. If the Head Start representative is not present, then paperwork will be forwarded to 11670 Chito Samaniego Attention Disabilities Service Area or email to asaldivar@esc19hs.net.

c. LEA will contact Disabilities Program Manager or Liaison if unable to contact parents.

2. ESC REGION 19 HEAD START PROGRAM

a. Head Start will inform LEA if a child has received prior formal assessments from a private agency/provider, with parental consent. Head Start will provide copies of formal assessments to LEA upon request.

D. ARD Procedures

1. LEA

a. The ARD meeting will be scheduled at a mutually agreed upon time between the LEA and the parent.

b. LEA will contact and invite Head Start representative to initial and annual ARD meetings to be held for children being considered for placement in Head Start or for those children with disabilities currently enrolled in Head Start. LEA will notify Head Start of ARD meeting at least five days in advance.

c. If Head Start representative is unable to attend initial ARD, LEA must provide Head Start with a copy of the ARD / IEP, assessment report and eligibility report. LEA will mail ARD documentation to ESC Region 19 Head Start Program, Disabilities Program Manager at 11670 Chito Samaniego El Paso, Texas 79936 or email to asaldivar@esc19hs.net.

d. The ARD committee meetings convened by the LEA shall determine eligibility for special education and related services as required by federal law.

e. If Head Start is not considered to be an appropriate placement for the child during the ARD / IEP meeting and Head Start personnel are not present, the ARD committee will make decisions on Special Education services to be provided. However, the ARD committee may refer the student to the Head Start Program if the committee determines that Head Start becomes an appropriate alternative.

f. The LEA will conduct all annual review meetings for dually enrolled students and students who are solely enrolled at Head Start. If Head Start representative is unable to attend annual ARD, LEA must provide Head Start with a copy of the ARD / IEP. LEA will mail ARD documentation to ESC Region 19 Head Start Program, Disabilities Program Manager at 11670 Chito Samaniego El Paso, Texas 79936 or email to asaldivar@esc19hs.net.

2. ESC REGION 19 HEAD START PROGRAM

- a. A representative from Head Start will be invited to the ARD / IEP meeting in the following instances:
 - i. for currently enrolled Head Start student
 - ii. for a student being considered for Head Start placement
 - iii. for annual review meeting
- b. Head Start will provide present level of academic achievement and functional performance and speech progress notes for children in Head Start only and receiving speech therapy with Head Start when requested by LEA at least two weeks prior to Annual ARD.

E. Implementation of Services

1. LEA

- a. The LEA will provide services to all children in Head Start who are dually enrolled in both settings.
- b. The LEA will hold an annual review meeting for all children enrolled in Head Start to discuss assessment, placement options, and progress of IEP goals for students served by the LEA to include students who are not dually enrolled in both settings.
- c. LEA will invite Head Start for annual review meetings for district students enrolled at Head Start.
- d. The LEA will provide educational and related services, such as ST/OT / PT, for children in Head Start and will also provide the necessary equipment as noted in the ARD/IEP.
- e. The LEA will provide an appropriate assessment for children being considered for possible dismissal and additional evaluation as deemed appropriate by the ARD committee.

2. ESC REGION 19 HEAD START PROGRAM

- a. Head Start will assist the LEA in its Child Find activities and provide required student information as described herein.

- b. Head Start will provide the LEA with individual children's progress if applicable. Data may include assessment scores, on-going observations, child outcomes and other data pertinent to children's progress in an instructional environment.
- c. Head Start will provide speech therapy for children only enrolled in Head Start, who are not dually enrolled.
- d. Head Start will provide LEA with 9-week speech therapy progress reports for children who are not dually enrolled and are receiving speech services from Head Start.
- e. Head Start will participate with the LEA Special Education program in Child Find activities and provide required student information for the federal funding child count.
- f. Head Start will collaborate with LEA through ARD when a Head Start student is being considered for possible dismissal from related services (i.e. speech therapy) or for further evaluation. Determination of eligibility will be discussed by the ARD committee who will determine final eligibility.

IV. Term

The term of this Agreement shall be for a primary term coterminous with the 2021-2022 LEA school year. The Agreement shall automatically renew annually. Either party to this Agreement may terminate the Agreement at any time for any reason by giving the other party 90 days advance written notice. Either party to this Agreement may terminate this Agreement at its option if the other party has materially breached this Agreement and such breach continues for more than 30 days after written notice from the non-breaching party to the breaching party. Notwithstanding anything herein to the contrary, either party may terminate this Agreement at the end of any budget year in the event funds for the succeeding budget year have not been appropriated, despite good faith efforts to do so.

V. Miscellaneous

A. **Entire Agreement.** This instrument contains the entire agreement between the parties and supersedes all other prior negotiations, undertakings, notes, memoranda, and agreements, whether written or oral, concerning the specific subject matter hereof.

B. **Waiver.** No waiver, alteration, amendment, or modification of this Agreement, or any covenant, condition, or limitation contained in this Agreement is valid unless in writing and duly executed by the party to be charged therewith. No waiver by any party of any breach of any provision herein shall be construed to be a waiver of any succeeding breach of the same provision or the nonperformance of any other obligation contained herein.

C. **Illegality/Unenforceability.** In the event that any provision of this Agreement is determined to be invalid, illegal, or unenforceable, then (1) the validity, legality, and enforceability of the remaining provisions hereof shall not in any way be affected or impaired, and (2) this Agreement shall be construed so as to effectuate as nearly as possible the intent of said provision and the intent of the parties hereto.

D. **Successors and Assigns.** This Agreement, and the rights and benefits under this Agreement, shall not be assignable, without the written consent of each of the parties hereto.

E. **Immunity.** No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of the execution of this Agreement and the performance of the covenants contained herein. No provision of this Agreement is a consent to suit.

F. **Third Parties.** This Agreement inures to the benefit of and obligates only the parties executing it. No term or provision of this Agreement shall benefit or obligate any person or entity not a party to it.

G. **Relationship of Parties.** Nothing contained herein shall be deemed or construed by the parties hereto, or by any third party, as creating the relationship of principal and agent, partners, joint venturers or any other similar such relationship between the parties hereto.

H. **Facsimile Signatures.** The parties agree that facsimile signature of this Agreement shall be deemed to be valid, binding, and legally enforceable.

Carey Chambers
Canutillo ISD Special Education Director

Date

Dr. Pedro Galaviz
Canutillo ISD Superintendent

Date

Dr. Armando Aguirre, Executive Director
ESC Region 19 Education Center

Date

Socorro Rodriguez, Head Start Director
ESC Region 19 Service Education Center

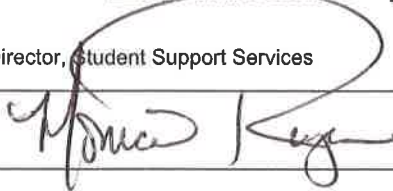

Date

Executive Summary of Board Agenda Item

Approval of Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the
Subject/Title for Agenda Posting: School of Nursing

Justification Statement: As per the district's policy, all program agreements between Canutillo ISD and other entities, in this case the University of Texas at El Paso and the School of Nursing must be approved by the Board of Trustees.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services
Signature of Requester(s)
Dr. Monica Reyes 
Signature of Presenter(s)
Elizabeth B. Sida  2/10/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

As per the district's policy, all program agreements between Canutillo ISD and other entities must be approved by the Board of Trustees. Canutillo ISD is entering into a program affiliation agreement with the School of Nursing from the University of Texas at El Paso. The agreement outlines the obligations of both parties for Canutillo ISD acquiring nurse interns. (1358205-2)

RECOMMENDATION: Administration recommends that the Board of Trustees approve the Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the School of Nursing. (1358205-2)

PRIOR BOARD ACTION: Yes AWARDED: 2013 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S):
N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Affiliation Agreement

REQUESTING DEPARTMENT:
Student Support Services Department

CONSEQUENCES OF NON-APPROVAL:
The District will not be able to utilize nurse interns to provide clinical duties such as hearing and vision screenings, COVID Rapid testing and student/staff education. All of these duties have been difficult to complete by the nurse due to the demands of the COVID 19 Pandemic.

IMPLEMENTATION TIMELINE:
Spring 2022 - Fall 2027

ATTACHMENT(S): Educational Experience Affiliation Agreement 1358205-2
 School of Nursing Program Agreement for Education Experience 1358205-2

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

1358205-2

THIS AGREEMENT, effective the 3rd Day of January, 2022 is between The University of Texas at El Paso, ("University"), a component institution of The University of Texas System, ("System"), and Canutillo Independent School District ("Facility"), an organization having its principal office at P.O. Box 100, Canutillo, TX 79835.

WHEREAS, Facility operates facilities located in the City of Canutillo, State of TX and therein provides academic program services;

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
3. No person shall act as Facility Liaison without the prior written approval of University;
4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

5. Responsibilities of University: University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. Notices: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. Oral Representations: No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. Amendment to Agreement: No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. Assignment: Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. Performance: A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. Term and Effective Date: This Agreement shall continue in effect for an initial period ending one (1) year ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such thirty (30) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above, this agreement shall terminate on December 31, 2027.

12. Applicable Law: The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. The University agrees to inform students placed at facility that they maintain the confidentiality of Facility's educational records in accordance with the provisions of FERPA.

14. HIPAA. The parties agree that:

(a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

(b) to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

1. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Facility;
2. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the Regulations; and
3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student has accessed through Program participation or a faculty member has accessed through the provision of supervision at the Facility that has not first been de-identified as provided in

45 CFR §164.514(a);

(c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility’s workforce as set forth in Section 15(b) of this Agreement or any other source that has not first been de-identified as provided in 45 CFR §164.514(a); and.

(d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a “business associate” relationship as that term is defined in 45 CFR §160.103.

IN WITNESS HEREOF, the parties hereto executed this agreement in duplicate copies, each of which shall be deemed as original.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL PASO

By _____

By _____

DocuSigned by:
Roberto Osegueda
FC7DF189AAB444A...

Print Name

Roberto Osegueda, Ph.D.

Print Title

Vice President for Research

Date

January 18, 2022 | 2:08 PM CST

Date

UNDERGRADUATE PROGRAM
PROGRAM AGREEMENT
(Education Experience)
1358205-2

WHEREAS, The University of Texas at El Paso ("University") and Canutillo Independent School District ("Facility") have previously executed Affiliation Agreement effective January 3, 2022; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the University's School of Nursing with educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in the Undergraduate Nursing Programs ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.
 - a. Assure that all students selected for participation in the Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
 - b. Assure that all students selected for participation in the program will complete the Facility's background check and screenings to fulfill the standards of the Facility's Human Resources operations.
 - c. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

- d. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
- e. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
- f. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
- g. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or students.
- h. Provide orientation sessions to inform the Facility nursing personnel of the rules, regulations and criteria for evaluation of a student's performance during the educational experience.

3. FACILITY OBLIGATIONS.

- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
- b. Provide the equipment, supplies, qualified personnel, other items necessary to perform/function intern responsibilities within the Facility, and supervised access to student or staff required for the experience related activities of the Program.
- c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
- d. Assume sole responsibility for the quality of student or client care.
- e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
- f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
- g. Cooperate fully with University in matters related to academic performance and student conduct related to the Program experience.

4. GENERAL PROVISIONS.

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program student assignment to Facility shall begin on January 3, 2022 and end on December 31, 2027. Subsequent student assignment to the Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement by giving thirty (30) days; or when all students participating in the Program at the Facility at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above this Program Agreement between the parties will terminate upon the termination of the Affiliation Agreement between the parties.

IN WITNESS HEREOF, the parties hereto executed this agreement which shall be effective commencing on the date of the last authorized signature below, in duplicate copies, each of which shall be deemed an original.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL PASO

By _____

By _____

DocuSigned by:
Roberto Osegueda
FC7DF189AAB444A...

Print Name _____

Roberto Osegueda, Ph.D. _____

Title _____

Vice President for Research _____

Date _____

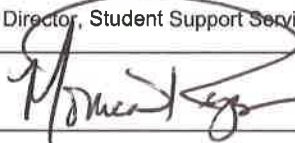

January 18, 2022 | 2:08 PM CST

Executive Summary of Board Agenda Item

Approval of Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the
Subject/Title for Agenda Posting: College of Health Sciences, UTEP

Justification Statement: As per the district's policy, all program agreements between Canutillo ISD and other entities, in this case the University of Texas at El Paso and the College of Health Sciences must be approved by the Board of Trustees.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services
Signature of Requester(s)
Dr. Monica Reyes 
Signature of Presenter(s)
Elizabeth B. Sida  2/10/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

As per the district's policy, all program agreements between Canutillo ISD and other entities must be approved by the Board of Trustees. Canutillo ISD is entering into a program affiliation agreement with the College of Health Sciences from the University of Texas at El Paso. The agreement outlines the obligations of both parties for Canutillo ISD acquiring interns in the areas of social work, occupational therapy and speech language pathology. (775550-3)

RECOMMENDATION: Administration recommends that the Board of Trustees approve the Educational Experience Affiliation Agreement and Undergraduate Program Agreement with the College of Health Sciences. (775550-3)

PRIOR BOARD ACTION: Yes AWARDED: 2017 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S):
N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Affiliation Agreement

REQUESTING DEPARTMENT:
Student Support Services Department/Special Education

CONSEQUENCES OF NON-APPROVAL:
The District will not be able to utilize interns to provide social emotional support, social services support and clinical support in the areas of occupational therapy and speech for both our at-risk population and special education population, especially with the current demands of the COVID 19 Pandemic.

IMPLEMENTATION TIMELINE:
Spring 2022 - Spring 2027

ATTACHMENT(S): Educational Experience Affiliation Agreement 775550-3
 College of Health Sciences Program Agreement for Education Experience 775550-3



EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

775550-3

THIS AGREEMENT, effective the 1st day of February, 2022 is between The University of Texas at El Paso, ("University"), a component institution of The University of Texas System, ("System"), and Canutillo Independent School District ("Facility"), an organization having its principal office at PO Box 100, Canutillo, TX 79835.

WHEREAS, Facility operates facilities located in the City of Canutillo, State of TX and therein provides academic program services;

WHEREAS, University provides academic courses with respect to and periodically desires to provide students in such courses with educational experience by utilizing appropriate facilities and personnel of third parties ("Program"); and

WHEREAS, Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

NOW, THEREFORE, in consideration of the mutual promises herein, University and Facility agree that any Program established and implemented by Facility and University during the term of this Agreement shall be covered by and subject to the following terms and conditions:

1. **Program Agreement:** To become effective, all agreements with respect to a Program ("Program Agreement") shall be reduced to writing, executed by authorized representatives of Facility and University.

2. **Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.

3. **Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.

4. **Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

(a) comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

(b) permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and

(c) appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:

1. Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) days prior to the date the appointment is to become effective;
2. University shall notify Facility of University's approval or disapproval of such person within ten (10) days after receipt of such notice;
3. No person shall act as Facility Liaison without the prior written approval of University;
4. In the event the Facility Liaison approved by University later becomes unacceptable and university so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in paragraph 4 (c).

5. Responsibilities of University: University will:

(a) furnish Facility with the names of the students assigned by University to participate in the Program;

(b) assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and

(c) designate a member of the University faculty ("University Representative") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Representative.

6. Notices: All notices under this Agreement or a Program Agreement shall be in writing and delivered either by personal delivery or by United States certified mail, return receipt requested. Such notices shall be deemed given when received by such party's designated representative.

7. Oral Representations: No oral representations of any officer, agent, or employee of Facility, University, or System shall affect or modify any obligations of either party under this Agreement or any Program Agreement.

8. Amendment to Agreement: No amendment to this Agreement shall be valid unless reduced to writing, signed by an authorized representative of each party.

9. Assignment: Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.

10. Performance: A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.

11. Term and Effective Date: This Agreement shall continue in effect for an initial period ending one (1) year ("Term"). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other thirty (30) days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such thirty (30) days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above, this agreement shall terminate on January 31, 2027.

12. Applicable Law: The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.

13. FERPA. For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the Program, the University hereby designates the Facility as a school official with a legitimate educational interest in the educational records of the Students who participate in the Program to the extent that access to the records are required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the educational records in accordance with the provisions of FERPA. The University agrees to inform students placed at Facility that they maintain the confidentiality of Facility's educational records in accordance with the provisions of FERPA.

14. HIPAA. The parties agree that:

(a) the Facility is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation");

(b) to the extent that University students are participating in the Program and University faculty members are providing supervision at the Facility as part of the Program, such students and faculty members shall:

1. be considered part of the Facility's workforce for HIPAA compliance purposes in accordance with 45 CFR §164.103, but shall not be construed to be employees of the Facility;
2. receive training by the Facility on, and subject to compliance with, all of Facility's privacy policies adopted pursuant to the Regulations; and
3. not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student has accessed through Program participation or a faculty member has accessed through the provision of supervision at the Facility that has not first been de-identified as provided in 45 CFR §164.514(a);

(c) University will never access or request to access any Protected Health Information held or collected by or on behalf of the Facility, from a student or faculty member who is acting as a part of the Facility's workforce as set forth in Section 15(b) of this Agreement or any other source that has not first been de-identified as provided in 45 CFR §164.514(a); and.

(d) no services are being provided to the Facility by the University pursuant to this agreement and therefore this agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

IN WITNESS HEREOF, the parties hereto executed this agreement in duplicate copies, each of which shall be deemed as original.

CANUTILLO INDEPENDENT
SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT
EL PASO

Print Name

Roberto Osegueda, Ph.D.

Print Title

Vice President for Research

Date

Date

COLLEGE OF HEALTH SCIENCES
PROGRAM AGREEMENT
(Education Experience)
775550-3

WHEREAS, The University of Texas at El Paso ("University") and Canutillo Independent School District ("Facility") have previously executed Affiliation Agreement effective on the date of the last authorized signature thereof; and

WHEREAS, University and Facility desire to implement the provisions of such Affiliation Agreement by providing students enrolled in the University's College of Health Sciences with educational experience utilizing the personnel, equipment, and facilities of Facility.

NOW THEREFORE, subject to the terms, conditions, and provisions of such Affiliation Agreement, the parties agree as follows:

1. PROGRAM. Facility Liaison and University Representative will design an educational experience in the Social Work/Occupational Therapy/SLP Programs ("Program") for University students utilizing the personnel, equipment, and facilities of Facility.
 - a. The duration of the Program and the educational experience provided will be consistent with the curriculum requirements of University and with the standards of the accrediting entity for the school or division of University in which the students are enrolled.
 - b. The Program will be reviewed periodically by the Facility Liaison and University Representative and, when appropriate, will be revised to meet the University curriculum requirements and the standards of the accrediting entity.
 - c. The educational experience for students in the Program will be an integral part of the services provided by Facility and students will be under the direct supervision of University personnel or Facility personnel who are licensed or otherwise qualified to perform such services.

2. UNIVERSITY OBLIGATIONS.
 - a. Assure that all students selected for participation in the Program have satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
 - b. Assure that all students selected for participation in the program will complete the Facility's background check and screenings to fulfill the standards of the Facility's Human Resources operations.
 - c. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

- d. Assign grades to students participating in the Program on the basis of the performance evaluations submitted in the reporting forms.
 - e. Inform all University students and personnel participating in the Program that they are required to comply with the rules and regulations of Facility while on premises of Facility and to comply with the requirements of federal and state laws and regulations regarding the confidentiality of information in records maintained by Facility.
 - f. Provide information requested by Facility related to students participating in the Program unless prohibited by federal or state law.
 - g. Remove a student from the Program when the Facility determines that the student has violated the rules and regulations of the Facility; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the Facility or threatens the safety of Facility personnel or students.
 - h. Provide orientation sessions to inform the Facility social work/occupational therapy/SLP personnel of the rules, regulations and criteria for evaluation of an intern's performance during the educational experience.
3. FACILITY OBLIGATIONS.
- a. Assign appropriate space on Facility premises for offices, lectures, and other non-experience related activities of the Program.
 - b. Provide the equipment, supplies, qualified personnel, other items necessary to perform/function intern responsibilities within the Facility and supervised access to patients or clients required for the experience related activities of the Program.
 - c. Obtain and maintain all licenses required for Facility and assure that all Facility personnel are appropriately licensed.
 - d. Assume sole responsibility for the quality of student or client care.
 - e. Provide orientation sessions to inform University students and personnel concerning the rules and regulations of Facility.
 - f. Permit representatives of the accrediting entity for the school or division of University in which students participating in the Program are enrolled to have reasonable access to premises of Facility for purposes related to the accreditation process.
 - g. Cooperate fully with University in matters related to academic performance and student conduct related to the Program experience.
4. GENERAL PROVISIONS.
- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.

- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or contemporaneous agreement, written or oral, will be effective to vary the terms of those Agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.
- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program student assignment to Facility shall begin on February 1, 2022 and end on January 31, 2027. Subsequent student assignment to the Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement by giving thirty (30) days; or when all students participating in the Program at the Facility at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above this Program Agreement between the parties will terminate upon the termination of the Affiliation Agreement between the parties.

IN WITNESS HEREOF, the parties hereto executed this agreement which shall be effective commencing on the date of the last authorized signature below, in duplicate copies, each of which shall be deemed an original.

Date
 CANUTILLO INDEPENDENT SCHOOL
 DISTRICT

THE UNIVERSITY OF TEXAS AT EL
 PASO

By _____

By _____

Print Name

Roberto Osegueda, Ph.D.

Title

Vice President for Research

Resolution of the Board Regarding Wage Payments during Emergency Closure Due to Inclement Weather

WHEREAS, the Board of Trustees of the Canutillo Independent School District (the “Board”) is authorized by Texas Education Code section 45.105 to expend funds of the Canutillo Independent School District (or the “District”) for purposes necessary in the conduct of the public schools as determined by the Board;

WHEREAS, the Board acknowledges that during an emergency closing, most District employees are instructed not to report for work, and other employees may be called upon to provide auxiliary or emergency-related services;

WHEREAS, the Board finds that a need exists to address wage payments for employees who were idled and those required to work during the District’s emergency closure on February 3, 2022; to include the 2-hour delay start on February 4, 2022.

WHEREAS, the Board determines that employees who are instructed not to report to work, but were otherwise available and scheduled to work, may suffer a loss of pay if the District is closed;

WHEREAS, the Board concludes that continuing wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who

suffer a loss in pay due to an emergency closing serves the public purposes of maintaining morale, reducing turnover, and ensuring continuity of District staffing when schools reopen; and

WHEREAS, as to nonexempt employees who are called on to work during an emergency closing on (February 3), the Board further concludes that payment of these employees at a premium rate, as provided at DEA(LOCAL), serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide auxiliary or emergency-related services, and recognizing the services of essential staff;

WHEREAS, the Canutillo Independent School District declared an emergency closure of the school district and its campuses on February 3, 2022, due to inclement, hazardous weather, to include unusual snow, ice, rain and freezing temperatures;

WHEREAS, most employees were instructed not to work during the District's emergency closure of the school district and all campuses on February 3, 2022;

WHEREAS, certain employees were called on and reported to work and provided auxiliary or emergency-related services during the District's emergency closure on February 3, 2022;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Canutillo Independent School District authorizes continued wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who were instructed not to report to work, but were otherwise available and scheduled to work, during the emergency closing on February 3, 2022 to include the 2-hour delayed start on February 4, 2022.

BE IT FURTHER RESOLVED that nonexempt employees who were required to work during the emergency closing on February 3, 2022, shall be paid at the premium rate described at DEA(LOCAL).

WHEREAS, as to nonexempt employees who were called on to work during the emergency closing on February 3, 2022, the Board further concludes that payment of these employees at a premium rate, as provided in this resolution, serves the public purposes of maintaining morale, providing equity between idled employees and employees who provide auxiliary or emergency-related services, and recognizing the services of essential staff;

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Canutillo Independent School District authorizes continued wage payments to all regular employees—contractual and noncontractual, salaried and non-salaried—who were instructed not to report to work, but were otherwise available and scheduled to work, during the emergency closing on February 3, 2022 to include the 2-hour delayed start on February 4

BE IT FURTHER RESOLVED that nonexempt employees who were required to work during the emergency closing on February 3, 2022, shall be paid at the premium rate of one-half times their regular pay for all hours worked up to 40 hours per week. Overtime for time worked over 40 hours in a week shall be calculated and paid according to law.

The authority granted by this resolution to continue wage payments to idled employees on February 3, to include the 2-hour delayed start on February 4, and to pay a premium rate to nonexempt employees who provide auxiliary or emergency-related services is effective for, and limited to, the closure declared by the District for February 3, 2022, unless the Board takes subsequent action to authorize payment for a longer duration.

Adopted this _____ (*date*) day of February, 2022, by the Board of Trustees of the Canutillo Independent School District.

Sergio Coronado, Board President

Patsy Mendoza, Board Secretary

Board of Trustees

Meeting Date: **February 2022**

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Approval for Garcia Elementary Campus Improvement Plan

Justification Statement:

For action and approval on Garcia Elementary Campus Improvement Plan.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Elvia Moreno, Program Compliance Director

Signature of Requester(s)

Elvia Moreno - Program Compliance Director

Signature of Presenter(s)

Business Services Approval (Initials)

Date February 2022

Agenda Summary:

For action and approval on Garcia Elementary Campus Improvement Plans.

Attached in order: GES Campus improvement Plan

RECOMMENDATION: That recommendation is approved by the Board of Trustees as recommended by administration.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT

NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid): N/A

REQUESTING DEPARTMENT:

Human Resources - Program Compliance .

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

2021-2022 fiscal year.

ATTACHMENT(S): Improvement plans goals and objectives.

Attached in order: GES Campus Improvement Plan



**Canutillo Independent School District
Gonzalo & Sofia Garcia Elementary School
2021-2022 Performance Objectives**



Mission Statement

The mission of the Gonzalo and Sofia Garcia Elementary community is to empower students to succeed in a multicultural setting and to provide a challenging learning environment, thus preparing all students to meet the challenges of a changing global society.

Vision

Our vision at Gonzalo and Sofia Garcia Elementary is to inspire all students to become inquisitive thinkers, who confidently and respectfully embrace the global challenges of the future.

Canutillo Ethics

Student Centered Focus

Trustworthiness in Stewardship

Commitment to Service

Equity in Attitude

Honor in Conduct

Integrity of Character

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Goals

Goal 1: DISTRICT OPERATIONS WILL MEET CANUTILLO ISD NEEDS TO OPTIMIZE A FUNCTIONAL, SECURED AND ENGAGING LEARNING ENVIRONMENT.

Performance Objective 1: By May of 2022 GES teachers and staff will receive Emergency Operation Planning (EOP) training covering all areas of emergency protocol, with an emphasis on reunification and Positive Behavior Intervention and Supports (PBIS).

Performance Objective 2: By May 2022 GES with the assistance of the CISD facilities, safety and security team , will take a proactive approach on implementing a safe and learning environment utilizing technology effectively.

Performance Objective 3: By June 2022, GES Assistant Principal will be trained to provide formal training to accurately identify and report bullying in accordance with the Texas Anti-Bullying law.

Performance Objective 4: Garcia Elementary will implement positive discipline strategies to decrease office referrals from 2020-2021 referrals to 42 office referrals (-15%) for the 2021-2022.

Goal 2: CANUTILLO ISD STUDENTS WILL SHOW ANNUAL MEASURABLE GROWTH IN ALL SUBJECT AREAS.

Performance Objective 1: By May 2022, Garcia Elementary percentage of students achieving approaches or above will increase from 75% to 80% and the percentage of students demonstrating mastery of grade level standards (post secondary readiness performance) will increase from 19% to 24% in all assessed grade levels (3rd, 4th, & 5th) and subjects.

HB3 Goal

Performance Objective 2: By the end of June 2022, 1st grade students' fluency average will fall within the recommended range of 60-90 words per minute and 2nd student's fluency average will fall within the recommended range of 80-120 words per minute.

HB3 Goal

Performance Objective 3: Current English language Learners (ELL) will be monitored for all students' composite score for TELPAS will increase by 5% of the population to Advanced High by June 2022.

HB3 Goal

Performance Objective 4: By May 2022, GES staff attendance will increase from 87% to 93% .

Performance Objective 5: By July 2022, GES will provide professional development for all teachers, administrators and instructional support on differentiated instruction model, RtI and 504 process.

Performance Objective 6: By May 2022, Garcia Elementary students in Special Education taking STAAR or STAAR-Online assessments and PK-2 reading and math assessments will show a growth of 5%.

HB3 Goal

Performance Objective 7: By May 2022, Garcia Elementary will complete a transition process for early Education students transitioning into Pre-K and 100% of the students transitioning to 6th grade (Middle School)

Performance Objective 8: By June 2022, 100% of teachers, nurse, librarian, counselor, and administrators will be given professional development opportunities that support content, curriculum development, instructional framework, the work of professional learning communities, and special education in population in order to improve student achievement.

Performance Objective 9: By May 2022, technology will be implemented by 100% by teachers and administrators and used to increase effectiveness of teaching practices for in person and remote learners.

Performance Objective 10: By May 2022, Garcia Elementary students will complete at least two projects as a result of professional development teachers have received in areas of Science, Technology, Engineering, and Mathematics (STEM) and Project Based Learning (PBL) instructional methodologies and approaches to enhance student learning.

Performance Objective 11: During the school year 2021-2022, Garcia Elementary School will increase the monthly student attendance rate from 97.05% to 98.0%.

Goal 3: CANUTILLO ISD STAFF AND STUDENTS WILL BE HIGHLY EFFECTIVE AND BE WELL SUPPORTED TO INCREASE TEACHER AND STUDENT PERFORMANCE.

Performance Objective 1: By June 2022, 100% of GES classrooms will receive instruction on character development to promote social/emotional development.

Performance Objective 2: By May 2022, GES will provide a safe, positive and secure environment by maintaining or increasing 5% in the Positive Behavior Interventions and Supports (PBIS) utilizing the Tiered Fidelity Inventory assessment instrument.

Performance Objective 3: By Spring 2022, GES will provide a minimum of 3 opportunities for students to participate in programs and events supporting character education, social skills development and behavior management.

Goal 4: CANUTILLO ISD FAMILIES WILL BE ENGAGED IN A MEANINGFUL PARENT PARTNERSHIP LINKED TO THEIR CHILD'S EDUCATION.

Performance Objective 1: By June 2022, GES will hold an Entitlement and Parent Compact meeting for all stakeholders. Parent compact will be finalized after receiving feedback from parents, teachers, administrators and staff with the purpose to establish expectations in home school connection.

Performance Objective 2: All Headstart PreK and 5th grade students will be provided at minimum two opportunities to participate in transition activities to facilitate a successful transition into the next grade level by May 2020-2021.

Performance Objective 3: By June 2022, GES will collect baseline parental engagement data to include but not limited to Google Forms sign-in sheet, Zoom screenshots and recordings.

Goal 5: CANUTILLO ISD WILL CONVEY AND SHARE A POSITIVE IMAGE AND CULTURE.

Performance Objective 1: By June 2022, Garcia Elementary staff will develop weekly internal and external communication outlets and advertising strategies to enhance public awareness of its students, staff, programs, and community such as school messenger, use of campus marquee, Parent Portal, and post to social media.

Performance Objective 2: By June 2022, Garcia Elementary school will have at least two Partners in Education to promote academic success and motivation for our students

Board of Trustees

Meeting Date: February 2 22

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and recommendation a r e TASB Policy Update 8

Justification Statement:

To update local policies Online through Update 8

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Martha Carrasco
Signature of Requester(s)

Chief Human Resources Officer

Martha Carrasco
Signature of Presenter(s)

Chief Human Resources Officer

Business Services Approval (Initials)

Date February 2 22

Agenda Summary:

Update 8

Local policies affected CFD, CQB, DFE, DP, EHAA, EHBC, EIE, FDE, FEA, FEC, FFG, FL.

RECOMMENDATION:

That Update 118 goes through 1st reading and 2nd reading, respectively.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

A

ACCOUNT NO(S):

N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

N/A

REQUESTING DEPARTMENT:

Human Resources Division

CONSEQUENCES OF NON-APPROVAL:

Online Policy will not be current

IMPLEMENTATION TIMELINE:

Immediately; 1st and 2nd readings required.

ATTACHMENT(S):

- Policy List, Policy Comparison Packet, Explanatory Notes



(LOCAL) Policy Action List

CANUTILLO ISD(071907) - Update / LDU 118

As described in the cover letter to the update, TASB attorneys recommend that posting board consideration of and action on policies be specific enough to advise staff and members of the public of the changes.

The (LOCAL) policy changes—each addition, deletion, or replacement—should be listed in alphabetical order by policy code, title, and subtitle. The following document is our compilation of that list, which may be copied and pasted into your meeting notice, staff communications of board action, and board meeting minutes.

(LOCAL) Policy Action List

CANUTILLO ISD(071907) - Update / LDU 118

CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION

DP(LOCAL): PERSONNEL POSITIONS

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

EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

FL(LOCAL): STUDENT RECORDS



(LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

**Fiduciary
Responsibility**

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

**Student Activity
Funds**

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

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

Use and
Expenditure

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

**District and Campus
Activity Funds**

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

Approval

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

Carryover Funds

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

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

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

Training The Board delegates to the Superintendent the authority to:

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

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

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

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

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

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

General Requirements

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

At-Will Employees

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

Contract Employees

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

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

Withdrawal of Resignation

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

**Principal
Qualifications**

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

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

School Counselors

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

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

**Human Sexuality
Instruction**

**School Health
Education Advisory
Committee**

The following process ~~District shall apply regarding establish a local School Health Education Advisory Committee that meets the~~ adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.

The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject ~~of Education Code 28.004 regarding composition~~ and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended. ~~duties. [See EHAA(LEGAL)]~~

3. The SHAC shall present its recommendations to the Board at a public meeting.

After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting. Life Skills Instruction

~~Any curriculum used in the District that addresses sex, human sexual reproduction, or sexually transmitted diseases is not intended to take the place of the home and church in teaching about sexuality. The Board encourages parental participation; course content and instruction addressing these subject areas shall meet the following guidelines:~~

1. ~~Emphasis should be placed on the teaching of self responsibility and abstinence with the premise that self responsibility should not be construed as a message to students that abortion and contraception are substitutes for responsibility and abstinence. Teaching of self responsibility is not intended to minimize the role of parents as the primary sex educators of their children.~~
2. ~~Curriculum should acknowledge adolescents' curiosity about sex, promote the dignity of human reproduction, and encourage and support adolescents' decisions to delay sexual activity until marriage.~~
3. ~~Marriage should be emphasized as the only relationship in which sexual involvement is acceptable.~~
4. ~~Teachers shall be adequately prepared to address content related to social, emotional, physical, and intellectual responsibility, and the interpersonal development of the students they teach.~~

- ~~5.— Instruction at the elementary level should emphasize concepts and skills common to many areas of responsibility and form a basis for specific instruction about responsible sexual behavior.~~
 - ~~6.— An instructional program should provide a model for an individual to examine his or her beliefs objectively and, as often as possible, prior to making decisions. Examination of the negative aspects of early sexual involvement should counteract romanticized messages projected by the media.~~
 - ~~7.— The curriculum shall respect the rights and privacy of individuals and families and the cultural and religious diversity of the community.~~
 - ~~8.— All instructional materials shall be approved by the campus instructional leader. Supplemental materials not approved as a part of the curriculum shall not be allowed.~~
 - ~~9.— Substitute teachers are prohibited from teaching sex education units.~~
 - ~~10.— Teachers shall not present or be involved in the program unless approved by the campus instructional leader. Teachers shall have received certified training in the program. The campus instructional leader shall be responsible for proper implementation of the program and compliance with Board policy.~~
 - ~~11.— The method of presentation and instruction of the program will be in strict compliance with the training.~~
 - ~~12.— Sensitive issues shall be discussed one-on-one with the teacher or referred to a parent.~~
 - ~~13.— A teacher's personal opinions are unacceptable answers to questions; all answers shall be based on training and the state law that directs districts to teach abstinence.~~
 - ~~14.— The Character Counts curriculum shall be tied into all sections of the Life Skills Instruction program.~~
- ~~Topic areas of a life skills education program shall include:~~
- ~~1.— Family and family relationships;~~
 - ~~2.— Sex roles;~~
 - ~~3.— Self-image;~~
 - ~~4.— Traditional values;~~
 - ~~5.— Decision making;~~

- ~~6. Reproductive anatomy;~~
- ~~7. Pregnancy and childbirth;~~
- ~~8. Sexually transmitted diseases and methods of protection; and~~
- ~~9.1. "Drug-free" prevention education integrated into all topics.~~

Each student Accelerated/Compensatory Services

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

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily on a state-mandated assessment.

Accelerated Learning Committee

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

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

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

~~{See EIE}~~

Program Provisions

~~The program shall be integrated and aligned with the District curriculum, providing multiple opportunities for learning and success and additional time for learning based on the needs of the student and the complexity of the task. Students shall be provided the instructional resources and strategies needed until the curriculum is mastered.~~

Student Orientation, Academic, and Recreation (SOAR) Program

~~The Student Orientation, Academic, and Recreation (SOAR) Program is an orientation program that serves all students in grade 6 who are moving into the middle school and all students entering grade 9. Students in grade 6 attend SOAR during the District's extended year (summer school), and students in grade 9 attend during the first week in August. District program staff shall ensure that there is an ample annual budget to fund the program; program~~

Canutillo ISD
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SPECIAL PROGRAMS
COMPENSATORY/ACCELERATED SERVICES

EHBC
(LOCAL)

~~funds shall be allocated for transportation, extra duty pay, materials, and the like.~~

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

**Standards for
Mastery**

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Grades 1–8

In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in language arts (to include reading), mathematics, science, and social studies. In addition, a student in grade 1 or 2 must be reading on grade level as evidenced by an individually administered reading assessment.

Grades 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. Mastery of at least 70 percent of the objectives on course content tests shall be required. Course content tests shall share a common core across classes with the same title. [See EI]

**Accelerated
Instruction**

~~If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.~~

**Grade Advancement
Testing**

~~Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.~~

Definition of 'Parent'

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

**Alternate
Assessment
Instrument**

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

**Standards for
Promotion Upon
Appeal**

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

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

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

~~Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction~~

~~plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.~~

~~Transfer Students~~

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

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

~~Assignment of Retained Students~~

~~In the event a student is not promoted to the next grade level, the District shall nevertheless assign the student to an age appropriate campus, unless:~~

- ~~1. The student's parent requests that the student be assigned to the same or a similar campus setting; or~~
- ~~2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:
 - ~~a. Recommendations from the student's teachers.~~
 - ~~b. Observed social and emotional development of the student.~~~~

~~Reducing Student Retention~~

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

Safe Schools Data

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

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

School Safety Transfers

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

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

From a Persistently Dangerous School

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

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

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

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

For a Victim of a
Violent Criminal
Offense

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

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

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

**Additional Transfer
Options**

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

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

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. [A student shall be required to submit verification of these absences in accordance with administrative regulations.](#)

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

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

Consideration of All Absences Considered

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

Attendance Committees

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

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

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

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

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

~~A student~~ ~~Students~~ who ~~has~~ ~~have~~ lost credit or ~~has~~ ~~have~~ not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

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

Best Interest Standard

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

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject. ~~adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

When Days of Attendance

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

Transfers / Migrant Students

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

Documentation

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

Consideration of Control

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

Student's Academic Record

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

~~Information from
Student or Parent~~

~~6.3.~~ The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

~~Best Interest
Standard~~

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

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

The attendance committee shall consider the student's unique circumstances and, if necessary, shall ~~may~~ impose ~~any of the following~~ conditions for ~~awarding students with excessive absences to regain~~ credit or ~~be awarded~~ a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before- and after-school programs.~~
2. Completing other instructional programs, as specified by the committee.
- ~~3. Maintaining the attendance standards for the rest of the semester.~~
- ~~4.3.~~ Taking an examination to earn credit. [See EHDB]
- ~~5. Attending a flexible school-day program.~~
- ~~6. Attending summer school.~~

In all cases, the student must ~~also~~ earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

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

Confidentiality

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The principal is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by [an accelerated learning](#)~~a-grade placement~~ committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

reduced-price lunches and the parents are unable to view the records during regular school hours, upon written request of a parent, one copy of the record shall be provided at no charge.

A parent may continue to have access to his or her child's records under specific circumstances after the student has attained 18 years of age or is attending an institution of postsecondary education. [See FL(LEGAL)]

Access by School Officials

A school official shall be allowed access to student records if he or she has a legitimate educational interest in the records.

For the purposes of this policy, "school officials" shall include:

1. An employee, Trustee, or agent of the District, including an attorney, a consultant, a contractor, a volunteer, a school resource officer, and any outside service provider used by the District to perform institutional services.
2. An employee of a cooperative of which the District is a member or of a facility with which the District contracts for placement of students with disabilities.
3. A contractor retained by a cooperative of which the District is a member or by a facility with which the District contracts for placement of students with disabilities.
4. A parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks.
5. A person appointed to serve on a team to support the District's safe and supportive school program.

All contractors provided with student records shall follow the same rules as employees concerning privacy of the records and shall return the records upon completion of the assignment.

A school official has a "legitimate educational interest" in a student's records when he or she is:

1. Working with the student;
2. Considering disciplinary or academic actions, the student's case, or an individualized education program for a student with disabilities;
3. Compiling statistical data;
4. Reviewing an education record to fulfill the official's professional responsibility; or

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

The District may request transcripts from previously attended schools for students transferring into District schools; however, the ultimate responsibility for obtaining transcripts from sending schools rests with the parent or student, if 18 or older.

For purposes of a student's enrollment or transfer, the District shall promptly forward in accordance with the timeline provided in law education records upon request to officials of other schools or school systems in which the student intends to enroll or enrolls. [See FD(LEGAL), Required Documentation] The District may return an education record to the school identified as the source of the record.

**Records
Responsibility for
Students in Special
Education**

The director of special education shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

STUDENT RECORDS

FL
(LOCAL)

2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes—publication in a student directory, a student yearbook, or official school publications, including the District's website and programs for school-sponsored events, news coverage, and the like—directory information shall include student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

All Other Purposes

For all other purposes, directory information shall include student name and grade level.

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ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Changes at Update 118 are based almost exclusively on legislation from the 87th Regular Legislative Session.

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 87th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

For more information about the bills mentioned below and other changes from the 87th Legislative Session, download the free *2021 Legislative Summary for TASB Members* PDF at <https://store.tasb.org/legislative-summary-for-tasb-members-pdf/>.

The *Local Policy Overview* for Update 118, available in the myTASB Policy Service Resource Library at <https://www.tasb.org/services/policy-service/mytasb/policy-manual-update-resources.aspx>, provides a general, high-level overview of the changes to the (LOCAL) policies included in the update. **(LEGAL) policies provide the legal framework for key areas of district operations; they are not adopted by the board.**

Changes to the policy manual based on bills from the special called sessions will be included in Update 119.

A(LEGAL)

BASIC DISTRICT FOUNDATIONS

The A Section table of contents has been updated to include the new codes AIE, Investigations, and AEA, Educational Equity.

In Update 119, Policy Service will be reviewing districts' AE(LOCAL) and recoding any equity provisions to the new AEA(LOCAL).

AE(LEGAL)

EDUCATIONAL PHILOSOPHY

The objectives of public education have been updated to reflect HB 4509 revisions regarding instruction on American patriotism.

AG(LEGAL)

HOME-RULE DISTRICTS

Provisions on home rule districts have been updated to reflect the applicability of Education Code Chapter 39 and special investigations (SB 1365) and parental options to retain students (SB 1697) for these districts.

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

Details regarding accountability performance ratings have been added from SB 1365, including the effects of "Not Rated" and D ratings.

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Revisions to the quality of learning indicators are from HB 4545.

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

Significant changes from the 87th Legislature, Regular Session address:

- The authority of conservators, management teams, and boards of managers;

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- Interventions and consequences for D ratings;
- Revisions regarding campus turnaround plans;
- Appeals of interventions and sanctions; and
- New intervention programs, including designation as a resource campus and required compliance with the strong foundations grant program requirements.

We have also added an existing prohibition on student trustees participating in a closed board meeting when a personnel matter is being considered.

Provisions on monitoring reviews and on-site investigations have been moved to AIE, Investigations.

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

Provisions on special investigations (formerly *special accreditation investigations*) and monitoring reviews and activities have been revised as a result of SB 1365 and moved to this new code on investigations.

BA(LEGAL) BOARD LEGAL STATUS

The provision regarding the board's governance authority has been moved to BAA(LEGAL), which addresses the board's powers and duties.

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

The provision regarding the board's governance authority has been moved from BA(LEGAL) and revised to better reflect statutory wording.

SB 1365 adds exceptions to the board's exclusive power to govern and oversee the management of the district to address the appointment of a board of managers.

Provisions on the board's authority related to district property have been deleted, as they are included at other codes.

BBA(LEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

Changes to this legally referenced policy include:

- Clarification regarding felony convictions for eligibility and service as a board member (HB 1540 and Attorney General Opinion KP-0251); and
- Revisions to the definition of "residence" (SB 1111).

BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS

Provisions updated in accordance with HB 3107 include those related to election orders, election notices, filing information, delivery or submission of election documents, drawings to determine the order of names on the ballot, and temporary branch polling places.

SB 1116 requires a new internet posting 21 days before election day with information about the upcoming election.

Requirements regarding early voting rosters have been updated in accordance with HBs 1382 and 1622.

BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES

HB 3107 clarifies processes for tied votes and runoff elections.

SB 1116 includes a new requirement to post online detailed information on election results.

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BBBD(LLEGAL) ELECTIONS: CAMPAIGN ETHICS

Amended Ethics Commission rules change the definition of "political advertising" to address text messages.

BBD(LLEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

The State Board of Education must require school safety training for trustees per HB 690 and work with the Texas School Safety Center to develop curriculum and materials by January 1, 2022.

BBFA(LLEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES

A definition of "contract" has been added to assist with application of conflicts disclosure provisions. Other provisions have been reordered, reworded, and removed for readability.

BDF(LLEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

HB 1525 imposes new meeting requirements for school health advisory councils, including posting of meeting details in advance of meetings and preparing and posting meeting minutes and recordings.

CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

An existing provision regarding the purpose of the Foundation School Program has been added.

CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

We have referenced an existing provision that prohibits the use of federal loan or grant funds to procure or obtain foreign telecommunications equipment.

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

Provisions on ad valorem taxes were affected by several bills.

- HB 1525 includes exceptions to the prohibition on levying a maintenance tax at a rate with the intent to create a surplus in maintenance tax revenue to pay the district's debt service. We have also added a reference to the consequences of violating the prohibition without an applicable exception.
- SB 1438 addresses the calculation and adoption of tax rates in a disaster area.

Because provisions permitting a district to adopt a tax rate before adopting a budget no longer align with current statutes and TEA processes for calculating the maximum compressed rate, they have been deleted from the policy.

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Legislation affected several provisions on tax exemptions and payments:

- SB 1427 clarifies that the temporary exemption for qualified property damaged by disaster applies only to physical damage.
- SB 1438 repeals the provisions permitting a governing body to adopt a temporary exemption for qualified property damaged by disaster, making the exemption automatic.
- HB 988 addresses exemptions for goods-in-transit when the district is in a disaster area.
- SB 742 expands the existing provision regarding installment payments in a disaster area to include property in an *emergency* area.

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CCH(LLEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

A recent attorney general opinion clarifies that an employee of an appraisal district may not serve as a trustee in a school district that is a participating entity in the appraisal district.

HB 988 creates a criminal offense for a board member, officer, or employee of a participating taxing unit, such as a school district, who communicates with the appraisal district to influence a property's appraisal value unless the person owns or leases the property.

The circumstances under which a person is ineligible to serve on the board of directors of an appraisal district were revised by SB 63, and additional detail on eligibility restrictions have been added from existing law.

Provisions on adjusting the number of appraisal board members in special circumstances have been removed.

CDC(LLEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

HB 1525 requires a district to accept donations from a parent-teacher organization or association to fund supplemental educational staff positions and spend the donation for the designated purpose.

Under HB 3979, a district is prohibited from accepting private funding for curriculum or professional development for a course as described by Education Code 28.002(h-3)(3), which pertains to certain social studies course content and requirements.

CE(LLEGAL)

ANNUAL OPERATING BUDGET

SB 1365 prohibits use of local funds to initiate or maintain an action against the state or officer of the state arising out of a decision, order, or determination that is final and unappealable under the Texas Education Code, unless specifically authorized.

The bill also creates a criminal offense for a board member who votes to approve an expenditure in violation of an Education Code provision for a purpose for which the funds may not be spent.

CFA(LLEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

A reference to the updated *Financial Accountability System Resource Guide*, adopted June 2021, has been added.

CFC(LLEGAL)

ACCOUNTING: AUDITS

A reference to the updated *Financial Accountability System Resource Guide*, adopted June 2021, has been added.

CFD(LLOCAL)

ACCOUNTING: ACTIVITY FUNDS MANAGEMENT

Recommended revisions to this local policy are to align with the recently adopted amendments to the *Financial Accountability System Resource Guide (FASRG)*, Module 1, Appendix H, on activity funds. (See the *FASRG Financial Accounting and Reporting Appendices* at <https://tea.texas.gov/sites/default/files/fasrg17-module1-farappendices-final-accessible.pdf>.)

Substantive changes include clarification that student activity funds are those funds raised and collected by student clubs and organizations. Approval to spend those funds rests solely with the student organization or club, with disbursement management and approvals by the principal and sponsor.

A more specific reference to the district's accounting practices and procedures was added regarding management of expenditures.

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CH(LLEGAL) PURCHASING AND ACQUISITION

The Professional Services Procurement Act was revised to address procurement of services by forensic analysts and science experts (HB 3774) and physicians, optometrists, and registered nurses under certain circumstances (SB 799).

A definition of a "contingent fee contract" for legal services has been added from SB 1821, and other revisions on this topic are from HB 1428.

SB 799 also amends provisions on management fees under cooperative purchasing contracts.

CHE(LLEGAL) PURCHASING AND ACQUISITION: VENDOR DISCLOSURES AND CONTRACTS

Districts are prohibited from entering into certain contracts with a company for goods and services unless the contract contains written verification that the company:

- Does not boycott energy companies, as described (SB 13); and
- Does not discriminate against a firearm entity or firearm trade association, as described (SB 19).

Existing statutory provisions on vendor conflict of interest questionnaires have been added for completeness.

CHF(LLEGAL) PURCHASING AND ACQUISITION: PAYMENT PROCEDURES

HB 1476 imposes additional requirements on districts regarding disputed invoices with vendors.

CHG(LLEGAL) PURCHASING AND ACQUISITION: REAL PROPERTY AND IMPROVEMENTS

Revisions to the annual eminent domain reporting requirements have been added from SB 157.

CHH(LLEGAL) PURCHASING AND ACQUISITION: FINANCING PERSONAL PROPERTY PURCHASES

SB 58 adds cloud computing services to the definition of personal property under the Public Property Finance Act.

Existing legal sources related to the Public Property Finance Act have been added for completeness and address lease-purchase contracts and fair processes for competitive bidding.

CK(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT

Changes from HB 3597 include the following:

- A district will have three, not six, months to respond to a notification from the Texas School Safety Center (TxSSC) that the district failed to report the results of its safety audit.
- A copy of a memorandum of understanding or mutual aid agreement between a district and another entity addressing school safety and security issues provided to the TxSSC is confidential and not subject to disclosure under the Public Information Act.

CKA(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

Extensive revisions to this legally referenced policy on asbestos are a result of amended Texas Asbestos Health Protection rules effective July 8, 2021.

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CKB(LLEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

HB 3597 requires the commissioner of education in consultation with other relevant entities to adopt rules on emergency drills and exercises. The previous Administrative Code provisions have been removed pending development of the new rules.

Before a district may conduct an active threat exercise, the district must comply with new notice provisions and other requirements in accordance with SB 168. The [Regulations Resource Manual](#) includes a sample notification form.

CKC(LLEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

Legislative cleanup resulted in several revisions to this legally referenced policy on emergency plans:

- HB 3607 removes a reference to an expired statute;
- HB 3597 clarifies that a multihazard emergency operations plan must include responding to a train derailment if a district *facility*, rather than a *school*, is within 1000 yards of a railroad track; and
- HB 3597 corrects a reference to the *five*, not *four*, phases of emergency management to be addressed in a multihazard emergency operations plan.

CKD(LLEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY MEDICAL EQUIPMENT AND PROCEDURES

Although still required, the annually provided instruction on cardiopulmonary resuscitation and the use of automated external defibrillators no longer has to meet guidelines under the Health and Safety Code. (SB 199)

CKE(LLEGAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

HB 1788 addresses a school district's immunity from liability for damages resulting from a reasonable action by security personnel to maintain safety at a school campus, including actions relating to possession or use of a firearm. The district also has immunity from liability for any reasonable action taken by a district employee who has written permission from the board to carry a firearm on campus.

We have revised the provisions on authorizing handguns from Attorney General Opinion GA-1051 in light of the repeal of Penal Code 46.035 by HB 1927.

CKEA(LLEGAL)

SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

SB 24 adds new pre-employment procedures that law enforcement agencies must follow before hiring a licensed peace officer.

If the Texas Commission on Law Enforcement (TCOLE) provides model policies on the topics required in law, a law enforcement agency must, within 180 days of TCOLE providing the policies, adopt a policy on the required topics and may adopt the model policies. (HB 3712)

A law enforcement agency that intends to use a drone for law enforcement purposes must, no later than January 1, 2022, adopt a policy regarding the use of force by means of a drone. (HB 1758)

HB 929 amends existing provisions on body-worn cameras and requires an officer to keep the camera activated during an investigation in which the officer is participating.

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CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

SB 741 permits a school marshal to carry a concealed handgun and eliminates the previous requirement for the firearm to be locked in a secure safe within the marshal's immediate reach if the marshal has direct, regular contact with students.

CKEC(LEGAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

SB 1191 amends the definition of a school resource officer to exclude a peace officer who only provides services at extracurricular activities.

CLA(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

A new requirement to post human trafficking warning signs has been added from SB 1831.

CLE(LEGAL) BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: FLAG DISPLAYS

Pursuant to SB 797, schools must display in each building a poster or framed copy of the national motto that also includes representations of the U.S. and state flags if donated or purchased from private donations.

CMD(LEGAL) EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

HB 3261 expands the items and services on which a district can use its technology and instructional materials allotment (TIMA).

The bill also eliminates the provision requiring a district to purchase items in a specified order.

CNA(LEGAL) TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION

SB 204 permits a district to operate a transportation system for interdistrict transfer students outside district boundaries and without having an interlocal agreement with the transferring district if the district meets applicable certification requirements and has a policy that prohibits the screening of transfer requests using academic performance, disciplinary history, or attendance records.

Please contact your policy consultant if your district will use this approach and you need changes to FDA(LOCAL). The [Regulations Resource Manual](#) includes a sample certification statement.

A district in a disaster area is eligible for transportation funding for the cost of transporting a meal or instructional materials in accordance with SB 462.

Other revisions are to better match legal sources.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

SB 1267 repeals provisions on school bus emergency evacuation training.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

SB 1351 revises provisions permitting a campus to donate surplus food. Links have also been updated.

CQ(LEGAL) TECHNOLOGY RESOURCES

SB 475 adds "robotic process automation" to the examples of next generation technology.

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CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The list of required internet postings has been updated to include:

- Election information and election results (SB 1116);
- Notice of school health advisory council (SHAC) meetings, minutes, and recordings (HB 1525);
- A link to the comptroller website to find information on the district's agreements to limit appraised property values (existing requirement);
- Information regarding compliance with requirements for a district that will operate a transportation system outside district boundaries without an interlocal agreement (SB 204); and
- The district's employment policy and any referenced regulations (HB 750).

The optional posting pertaining to annual notice of programs for college credit has been updated as a result of SB 1095.

CQB(LLEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Reporting of a breach of system security to TEA now includes a requirement to also report to an entity with which TEA contracts and may be made by district employees other than the cybersecurity coordinator per SB 1696.

Cybersecurity training requirements were amended by HB 1118 and SB 1267.

Security breach notifications under the Business and Commerce Code were amended by HB 3746.

CQB(LOCAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Based on HB 1118 and SB 1267, the provision addressing board delegation to the superintendent regarding cybersecurity training has been revised to:

- Reflect the elimination of the annual training requirement (except for the cybersecurity coordinator); and
- Give the superintendent the authority to impose consequences for failure to complete required training.

Recommended revisions regarding reports of breaches involving student information are based on SB 1696, which permits the district, rather than the cybersecurity coordinator, to report breaches to TEA and others as required by law.

Sample procedures in the [Regulations Resource Manual](#) have also been updated based on these changes.

CRD(LLEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

SB 1444 permits a district participating in TRS ActiveCare to opt out of participation as described and prohibits a district participating in TRS ActiveCare from offering health coverage that is not provided under TRS ActiveCare.

Other revisions are to reorder provisions for better flow, remove unnecessary provisions, and better reflect legal sources.

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CV(LEGAL) FACILITIES CONSTRUCTION

HB 2581 amends provisions on contracting procedures for construction projects, including evaluation of submissions and criteria for awarding construction contracts.

SB 338 permits a district to adopt and incorporate into relevant contracts the Texas Facilities Commission's uniform general conditions.

CVB(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

HB 2581 requires a district using competitive sealed proposals for construction projects to make the evaluations public within 7 business days of the contract award and provide the evaluations to all offerors. A reference to provisions on weighting the value assigned to price has also been added.

DBA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS

New provisions from HB 1525 and SB 1356 permit members of teacher organizations and other eligible individuals to participate in a tutoring program to provide supplemental instruction to students as overseen by the superintendent.

DC(LEGAL) EMPLOYMENT PRACTICES

A new posting requirement from HB 750 requires a district to post on its website the employment policy required by Education Code 11.1513(a) and any regulations referenced in the policy. Any form referenced in the policy must be posted on the district's intranet or at a district administrative office.

HB 1525 requires a district to accept donations from a parent-teacher organization or association to fund supplemental educational staff positions and spend the donation for the designated purpose.

DEA(LEGAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN

With limited exceptions, HB 1525 requires a district to maintain salaries provided for the 2019–20 school year under HB 3, 86th Legislative Session, as long as the employee remains employed by the district.

Revisions regarding TRS surcharges for rehired retirees include:

- A prohibition against a district passing on to a retiree the cost of TRS surcharges (SB 202); and
- A temporary exemption from TRS surcharges through February 1, 2025, when a retiree is employed to mitigate student learning loss (SB 288).

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

HB 1525 eliminates the requirement that a teacher be certified to be designated a master, exemplary, or recognized teacher under a local optional teacher designation system.

Changes to provisions on mentor teachers and achievement academy stipends are from SB 1267.

DEC(LEGAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

Districts that employ peace officers must implement two new leave provisions.

- SB 1359 requires a policy allowing the use of paid mental health leave by officers who experience a traumatic event in the scope of employment.
- HB 2073 requires the board to develop and implement a paid quarantine leave policy for district peace officers who are ordered to isolate or quarantine because of possible or known exposure to a communicable disease while on duty.

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In July, Policy Service sent an email with information on local policy changes to districts which our records show employ peace officers. If your district employs peace officers and has not yet contacted the district's policy consultant for policy revisions, please do so.

DEC(B)(LEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

HB 1589 adds new disaster leave provisions for employees in the military who are called to state active duty in response to a disaster.

DFE(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

HB 2519 requires notice to employees whom the district reports to SBEC for contract abandonment and limits SBEC's authority to sanction a teacher who files a resignation after the 45th day but no later than the 30th day before the first day of instruction.

DFE(LOCAL) TERMINATION OF EMPLOYMENT: RESIGNATION

Revisions to this local policy on resignations are guided by a recent commissioner of education proposal for decision. Based on the relevant statutory wording, a contract employee's resignation effective at the end of the school year must be filed with the board of trustees or the board's designee, and the board's designee, typically the superintendent, may not further delegate the ability to receive these resignations. As a result, we recommend revising the policy language to give the superintendent *or other person designated by board action* the authority to accept these resignations.

New recommended text states that if a contract employee provides a resignation to a supervisor who has not been designated by the board to accept such resignations, the supervisor shall instruct the employee to submit the resignation to the superintendent or other person designated by board action.

We have also clarified that a superintendent may delegate authority to accept at-will resignations to other administrators.

The [Regulations Resource Manual](#) includes sample resolutions if the board chooses to designate a district employee, in addition to the superintendent, to accept contract employee resignations.

DG(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

As a result of HB 3979, a teacher in a required social studies course may not be compelled to discuss a current event or widely debated and currently controversial issue of public policy or social affairs.

DGC(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY

SB 6 provides that a person is not liable for injury or death caused by exposing an individual to a pandemic disease during a pandemic emergency except as provided by law.

DH(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

DIA(LEGAL) EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

SB 45 clarifies that an employer commits an unlawful employment practice for failing to take immediate and appropriate corrective action regarding sexual harassment that the employer or employer's agents knew or should have known was occurring.

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SB 282 prohibits a district from using public money to settle or pay a sexual harassment claim against a board member or an officer or employee of the district.

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Numerous revisions throughout this legally referenced policy on staff development are a result of SB 1267, which amends current requirements and requires SBEC, by June 1, 2022, to create a clearinghouse on continuing education and training requirements that includes recommendations for the frequency of training.

Boards must develop a professional development policy by August 1, 2022, that includes a schedule of training based on the clearinghouse or notes any differences between the board policy and the clearinghouse recommendations. Policy Service will provide local policy recommendations following publication of the clearinghouse.

Other legislation affecting this policy includes:

- HB 159, requiring certain elements be included in educator staff development;
- HB 1525, delaying requirements for teacher literacy achievement academies;
- HB 2681, requiring teachers of elective Bible courses to be certified in one of three areas and complete commissioner-developed training; and
- SB 199, eliminating the requirement for instruction on cardiopulmonary resuscitation and the use of automated external defibrillators to meet guidelines under the Health and Safety Code.

DP(LEGAL) PERSONNEL POSITIONS

SB 179 mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of the school counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). See DP(LOCAL), below, for more information.

Provisions in relevant employment contracts cannot conflict with the policy, and a district must annually assess the policy.

DP(LOCAL) PERSONNEL POSITIONS

Revisions regarding school counselors are based on SB 179, which mandates that the board adopt a policy requiring a school counselor to spend at least 80 percent of total work time on duties that are components of a comprehensive school counseling program (CSCP). If the board determines that, because of staffing needs in the district or at a campus, a school counselor cannot spend 80 percent of work time on CSCP components, the policy must address further details regarding the counselor's duties.

The recommended policy text is structured for the administration, rather than the board, to make the initial administrative determination about a counselor's job duties. If the board approves that determination, the board shall direct the superintendent to develop a revised job description for that counselor that will address the requirements in law.

To streamline the list of principal qualifications, we recommend referencing the job description for the number of years of experience as a classroom teacher and deleting this detail from policy. **Please ensure the district's job description for principals reflects the board's requirements.**

In accordance with these revisions, TASB HR Services has revised its model job descriptions available to subscribers in the HR Library at <https://www.tasb.org/services/hr-services/mytasb/model-job-descriptions/campus-instruction.aspx>.

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E(LEGAL) INSTRUCTION

The E Section table of contents has been revised to change the subtitle of EKBA to English Learners/Emergent Bilingual Students to align with changes from SB 2066.

EB(LEGAL) SCHOOL YEAR

A district may receive full ADA if it provides at least 43,200 minutes of instructional time to students enrolled in a school operating an adult high school charter school program in accordance with SB 1615.

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

Class size limits have been extended to prekindergarten by SB 2081.

EEL(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

Driver training *schools* are renamed driver training *providers* by HB 1560.

EF(LEGAL) INSTRUCTIONAL RESOURCES

SB 348 clarifies that a parent is entitled to review teaching and instructional materials while a child is participating in virtual or remote learning and to observe virtual instruction.

EHA(LEGAL) CURRICULUM DESIGN: BASIC INSTRUCTIONAL PROGRAM

As provided by SB 6, a district is not liable for damages or monetary relief from a cancellation or modification of a course, program, or activity if the action is due to a pandemic emergency.

EHAA(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ALL LEVELS)

Provisions on required instruction have been added to reflect HB 4509 revisions regarding instruction on American patriotism, Texas history, and the free enterprise system.

HB 1525 imposes several requirements regarding human sexuality curriculum materials, including:

- Revised parental notification and new parental consent provisions;
- Posting of proposed and adopted curriculum materials and options for a parent to purchase copyrighted materials from the publisher; and
- New board policy on adopting curriculum materials [see EHAA(LOCAL), below].

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

SB 123 revises the list of topics that must be addressed in character education programs.

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

New provisions are recommended to replace the district's current policy text. The new provisions are based on HB 1525, which imposes several requirements regarding human sexuality curriculum materials, including a board policy on adopting curriculum materials. The new policy language follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board

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confirmation that the recommendations meet the requirements in law before taking action by a record vote.

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

Please note: After reviewing the recommended revisions, if the district would like to further revise this policy, please contact your policy consultant for assistance.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

Driver training *schools* are renamed driver training *providers* by HB 1560.

EHBAB(LEGAL) SPECIAL EDUCATION: ARD COMMITTEE AND INDIVIDUALIZED EDUCATION PROGRAM

SB 89 requires districts to add supplemental information to the individualized education program (IEP) of any child who was enrolled in special education during the 2019–20 or 2020–21 school years.

The admission, review, and dismissal committee of a student who is participating in the new supplemental special education services and instructional materials program created by SB 1716 must provide certain information to parents and cannot consider the supplemental services when developing the IEP.

HB 785 imposes new requirements when a student has a behavioral improvement or intervention plan.

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

HB 1525 eliminates the statutory requirement for a district to annually certify its gifted and talented program to the commissioner.

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Numerous legislative changes affect this legally referenced policy on compensatory and accelerated services.

- The compensatory education allotment may be used for services of an instructional coach (HB 1525).
- The list of students at risk of dropping out of school excludes students who are retained in prekindergarten (SB 1697) and includes students enrolled in a dropout recovery school (HB 572) and students participating in an adult high school charter school program (SB 1615).
- The term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).
- New provisions have been added on required services after an unsatisfactory performance on state assessments, including accelerated instruction, accelerated learning committees, and parent requests for specific teachers (HB 4545).

EHBC(LOCAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

We offer for your consideration our recommended policy text developed in response to HB 4545. The district's locally developed provisions throughout this policy are recommended for deletion.

This revised policy includes references to accelerated instruction and accelerated learning committees as revised by that legislation and directs parents to FNG, the district's existing grievance policy, for complaints about educational plans.

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The text also explains that parental requests for a student to be assigned to a particular teacher following a student's unsatisfactory performance on a grade 3, 5, or 8 math or reading assessment shall be handled in accordance with the district's administrative procedures. The [Regulations Resource Manual](#) includes sample procedures and a form for these parental requests.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

SB 2066 revises the term "limited English proficient" to "emergent bilingual" in several instances and adds a definition of the new term.

EHBF(LLEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION

In addition to existing career and technology education program notification requirements, SB 1095 adds a requirement for the district to provide parents notification of certain work-based education programs offered by the district.

EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Eligibility for free prekindergarten enrollment for three-year-olds has been extended by HB 725 to children who were in foster care in another state.

Subject to certain requirements, a parent may elect for a student to repeat prekindergarten or enroll in prekindergarten for the first time if the student would have been eligible the previous year and has not yet enrolled in kindergarten (SB 1697).

To obtain an exemption from requirements regarding prekindergarten classes for four-year-olds, a district must first solicit proposals for partnerships (HB 1525).

A prekindergarten program provided by a private entity must comply with class size limits (SB 2081).

EHBK(LLEGAL) SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES

As revised by HB 3257, instruction required during Holocaust Remembrance Week must include materials developed or approved by the Texas Holocaust, Genocide, and Antisemitism Advisory Commission.

EHDD(LLEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

In addition to existing career and technology program notification requirements, SB 1095 adds a requirement for the district to provide notice of work-based education programs offered by the district, such as internships, externships, apprenticeships, or a Pathways in Technology Early College High School (P-TECH) program, and to notify parents of the qualifications for enrolling in these programs. A district must also provide notice regarding subsidies to take college advanced placement tests or international baccalaureate examinations.

An agreement with an institution of higher education must designate an employee of the district or the higher education institution as responsible for providing academic advising to students who will enroll in a dual credit course, as specified by SB 1277.

EI(LLEGAL) ACADEMIC ACHIEVEMENT

Revised Administrative Code rules require the academic achievement record to reflect compliance with the requirement to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

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SB 1888 eliminates the Early High School Graduation Scholarship Program.

EIE(LEGAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

HB 4545 eliminates grade advancement provisions for students in grades 5 and 8.

SB 1697 creates parental options to retain students in prekindergarten through grade 8 or retake a high school credit course, even if the student has met the promotion standards or passed the course. In addition, a parent may enroll a student in prekindergarten or kindergarten as specified if the student was eligible the previous year. The bill includes a process to be followed if the district disagrees with the request. However, if the parent participates in that process, the parent may make the final decision whether the student will be retained. The retention provisions for grades 4–8 and for high school courses expire September 1, 2022.

EIE(LOCAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

Outdated provisions on grade advancement testing have been removed as a result of HB 4545, including provisions on assignment of retained students, which were based on Administrative Code provisions addressing grade advancement requirements. The statement about eliminating the practice of retaining students is recommended for deletion, as it is only needed if a district operates an optional extended year program (OEYP) under Education Code 29.082.

Accelerated instruction is now addressed at EHBC.

Please review your policy and contact your policy consultant if the district's grade level promotion standards need revision. The article "Level-Up? Promotion to the Next Grade Depends on Board Policy" (available in the TASB Member Center at <https://www.tasb.org/members/enhance-district/local-promotion-standards/>) provides additional information on grade level promotion standards.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

SB 369 adds details regarding how a school counselor reports compliance with the requirement for a student to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

The statutory expiration date for individual graduation committees was repealed by HB 1603.

Provisions on the Texas First Early High School Completion Program are from SB 1888.

Revised Administrative Code rules clarify that the requirement to demonstrate proficiency in specific communication skills for graduation may be satisfied beginning in grade 8.

EK(LEGAL) TESTING PROGRAMS

We have removed TEA obligations regarding reimbursement procedures for college preparation assessments.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

SB 1267 permits the district employee who oversees test administration to require other district employees who administer assessments to repeat test administration training.

References to the Texas Success Initiative Assessment, Version 2.0 (TSIA2) have been added as a result of revised Administrative Code rules.

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Revisions regarding accelerated instruction are based on HB 4545.

EKBA(LLEGAL) STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

HB 3607 revises funding provisions applicable when a district contracts with an open-enrollment charter school to jointly operate a campus.

SBs 1365 and 1697 revise the list of laws applicable to charter campuses or programs.

EMB(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

HB 3979 adds numerous restrictions for a social studies course in the required curriculum.

EMI(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION

HB 2681 permits a district to offer an elective course on the Bible beginning in grade 6, rather than grade 9.

FD(LLEGAL) ADMISSIONS

A statement has been added for new provisions from HB 4545 regarding enrollment in prekindergarten and kindergarten under certain circumstances. A cross-reference has also been added to EIE(LLEGAL).

SB 746 requires a parent to provide to the district in writing the parent's contact information.

In accordance with SB 1615, a student enrolled in an adult high school charter school program is entitled to the benefits of the available school fund if the student is under 50 years of age.

FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

SB 481 allows a student to transfer to another district if the student's current district will offer only virtual instruction for more than one grading period during the school year.

A cross-reference to CNA has been added for provisions on operating a transportation system outside the district to transport interdistrict transfer students.

FDAA(LLEGAL) INTERDISTRICT TRANSFERS: PUBLIC EDUCATION GRANTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDB(LLEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDE(LLEGAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

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FDE(LOCAL)

ADMISSIONS: SCHOOL SAFETY TRANSFERS

Recommended revisions are to reflect a change from HB 375, which amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of “a disabled individual.”

FEA(LEGAL)

ATTENDANCE: COMPULSORY ATTENDANCE

HB 699 requires a school district to excuse a student's absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible, if proper documentation is provided.

SB 289 creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license.

HB 3165 provides an affirmative defense to truant conduct if absences were due to a child's voluntary absence from home because of abuse.

FEA(LOCAL)

ATTENDANCE: COMPULSORY ATTENDANCE

We have added text to address SB 289, which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license. **Contact the district's policy consultant if your district will not permit these excused absences.** The [Regulations Resource Manual](#) includes at FEA a sample form for students to verify an absence to visit a driver's license office and, at FEB, a chart listing acceptable documentation for absences, including for learner permits and driver's licenses.

Various references about providing verification of the absences addressed in the policy have been consolidated into a single statement.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

HB 699 prohibits a district from considering excused absences resulting from a serious or life-threatening illness or related treatment in determining whether a student has satisfied attendance requirements for a final grade or credit.

FEA(LOCAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

Numerous revisions are recommended to this local policy on attendance for credit.

- As reflected in the revision at Absences Considered, in calculating whether a student has met the 90 percent attendance requirement, HB 699 creates an exception for absences resulting from a serious or life-threatening illness or related treatment. The [Regulations Resource Manual](#) includes sample letters to notify parents of student absences, which have been updated to reflect this exception.
- Administrative details on documentation of student illnesses have been included in the *Model Student Handbook* and are recommended for deletion.
- Provisions on the attendance committee's consideration of the best interest of the student, extenuating circumstances, and conditions for awarding credit or a final grade have been revised and reordered to emphasize a student's mastery of the essential knowledge and skills and maintaining a passing grade rather than assigning a student to attend programs for an amount of time equivalent to the student's absences.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

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FED(LEGAL)

ATTENDANCE: ATTENDANCE ENFORCEMENT

HB 699 prohibits a district from referring a student to truancy court and requires a district to provide counseling to a student who is absent due to a severe or life-threatening illness or related treatment.

The sample Truancy Prevention Measures Checklist in the [Regulations Resource Manual](#) has been updated to reflect this change.

FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

SB 1267 requires that training on unassigned epinephrine auto-injectors be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

SB 6 addresses immunity of certain medical professionals for injury or death caused by care, treatment, or failure to provide care or treatment relating to a pandemic disease.

FFB(LEGAL)

STUDENT WELFARE: CRISIS INTERVENTION

HB 3597 provides flexibility regarding the requirement for a district's threat assessment team to include a variety of members with extensive expertise and now requires the superintendent to ensure, *to the greatest extent practicable*, that the members have the required expertise.

FFBA(LEGAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 requires that training on trauma-informed care be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

The bill also repeals the requirement to report on training compliance to TEA.

FFEB(LEGAL)

COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

As required by SB 279, student identification cards must include the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line and may include a local suicide prevention hotline, if available.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

HB 3379 changes the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

In addition, we have reordered provisions to better align with the structure of FFG(LOCAL) and have added an existing definition for completeness.

FFG(LOCAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Recommended revisions to this local policy incorporate HB 3379 changes to the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

A reference to the definition of a person responsible for the care, custody, or welfare of a child has been added for clarification.

We have also clarified that training will be as required by law and district policy in anticipation of the new district professional development policy that must be in place by August 2022. See DMA above for more information.

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FFH(LLEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Dating violence training is now only required on campuses that instruct students in grade six or higher in accordance with SB 1267.

An adjustment to the Note on Title IX explains that the Office for Civil Rights (OCR) has issued a formal interpretation that discrimination on the basis of sex under Title IX includes discrimination on the basis of sexual orientation and gender identity.

FFI(LLEGAL)

STUDENT WELFARE: FREEDOM FROM BULLYING

In accordance with SB 2050, district bullying policies must address prevention and mediation of bullying incidents and comply with minimum standards adopted by TEA. Policy Service will recommend local policy revisions following publication of the TEA minimum standards.

FL(LLEGAL)

STUDENT RECORDS

Changes in federal law prompted revisions regarding access to student information by military recruiters, who may have access to a student's district-provided email address unless a parent has advised the district not to release this information.

FL(LOCAL)

STUDENT RECORDS

At Types of Education Records, we have replaced an outdated reference to the "grade placement committee" with a reference to the "accelerated learning committee" in accordance with HB 4545.

The *Legal Issues in Update 118* memo describes common legal concerns and best practices specific to [this policy topic](#).

FM(LLEGAL)

STUDENT ACTIVITIES

The requirement for the UIL to provide training to extracurricular students in recognizing the symptoms of catastrophic injuries and the risks of using dietary supplements has been removed by SB 1267.

HB 1080 provides that a district may not exclude a student from participating in a UIL activity solely because the student receives outpatient mental health services from a mental health facility or is absent for this purpose.

A district may permit homeschool students to represent the school in UIL activities as provided by HB 547. **If your district will permit homeschool students to participate in UIL activities and you currently have a provision in FD(LOCAL) prohibiting nonenrolled students from participating in curricular or extracurricular activities, please contact your policy consultant for an adjustment to that policy.**

HB 2721 prohibits a student from participating in any future extracurricular activity sponsored by the district or the UIL if the UIL determines that the student caused bodily injury to an extracurricular official in retaliation for the official's performance of duties.

Other provisions have been reordered for better flow.

FNCD(LLEGAL)

STUDENT CONDUCT: TOBACCO USE AND POSSESSION

SB 248 amends the definition of "e-cigarette" to include the liquid solution or other material used in the device.

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FNCG(LLEGAL) STUDENT CONDUCT: WEAPONS

HB 1927 prompted revisions regarding the Penal Code offense of unlawful carrying of weapons and a reference to the appropriate legal source for handgun offenses.

HB 957 removes firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05.

FNG(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

SB 348 clarifies that a parent is entitled to review teaching and instructional materials while a child is participating in virtual or remote learning and to observe virtual instruction.

FOC(LLEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

FOD(LLEGAL) STUDENT DISCIPLINE: EXPULSION

HB 375 amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

When a district takes disciplinary action that constitutes a change of placement for a student who receives special education services, HB 785 requires the district to take certain actions relating to functional behavior assessments and behavioral intervention plans.

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

The name of an employee accused of an improper relationship between an educator and student is confidential until the employee is indicted for the offense, except as specified by HB 246. The [Regulations Resource Manual](#) includes sample procedures to address release of this information by a campus.

Provisions on the release of personal information have been revised for:

- Board members (HB 1082); and
- Current or honorably retired peace officers and commissioned security officers (SB 841).

Confidentiality of crime victim information has been revised based on HB 2357.

The sample election of confidentiality forms in the [Regulations Resource Manual](#) have been updated to reflect these changes.

GBAA(LLEGAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION

Changes to this policy on requests for information are from SB 1225.

- If a district's physical offices are closed, but staff is working remotely, the district must make a good faith effort to continue responding to Public Information Act (PIA) requests for information.
- Provisions on temporary suspension of the PIA due to a catastrophe apply only when a district is *significantly* impacted and limit extensions of a suspension to only once per catastrophe.

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GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

HB 1927 revises the Penal Code's list of places where the possession of weapons is prohibited. Changes in federal law prompted revisions regarding the use of unmanned aircraft systems.

GKD(LLEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

HB 525 protects religious organizations from closure by a governmental entity during a disaster. HB 1239 amends the Texas Religious Freedom Restoration Act to prohibit a government agency or public official from ordering the closure of a place of worship and clarifies that the Act cannot be suspended by the governor during a disaster.

GKE(LLEGAL) COMMUNITY RELATIONS: BUSINESS, CIVIC, AND YOUTH GROUPS

Districts may not regulate learning pods in accordance with SB 1955.

GNB(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS

Changes to the provisions on core services provided by education service centers reflect that the gifted and talented allotment was reinstated by HB 1525.

GNC(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

Provisions requiring certain districts to develop a plan to increase enrollment in higher education were deleted by SB 1677.

GRB(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

Provisions on entering into intergovernmental support agreements with a branch of the armed forces have been added as a result of SB 780.