



Agenda for Board of Trustees Meeting Tornillo Independent School District

Meeting Date: Wednesday, June 19, 2024

Meeting Type: Regular

Meeting Time: 5:30 PM

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

Disclaimer

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

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

All voting will be done in open session.

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

1. **(OTHER) First Order of Business**
Ms. Marlene Bullard, Board President
 - A. Establish a quorum and call the meeting to order
 - B. Pledge of Allegiance to the United States
 - C. District Mission and Vision
2. **(OTHER) Superintendent's Report**
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
 - A. TISD June Hard Hat Award
Mrs. Rosa Vega-Barrio, Superintendent
4. **(OTHER) Open Forum**
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
 - A. **Student Outcome Monitoring:**
 1. Tornillo High School - GPM 1.3 & 2.3 3
Mr. Alejandro Olvera, THS Principal
 2. Consider Approval of JH TEA Comprehensive Plan 11
Mrs. Myrna Lopez, PK-8 Principal
 3. Consider Approval of HB 3 Goals - Tornillo Early Childhood Literacy and Math Proficiency Goals and College, Career, & Military Readiness (CCMR): Texas Education Code (TEC) SS 11.185 & 11.186 18
Mrs. Rosa Vega-Barrio, Superintendent
 - B. (Accountability 1) Review Board's Time Use Tracker 86
Ms. Marlene Bullard, Board President
6. **(ADVOCACY) Community Engagement on Student Outcome Goals**
Ms. Marlene Bullard, Board President

- 7. **(VISION Y) Information / Reports / Presentations**
 - A. Financial Reports-Information Only 87
Mr. Luis M. Guerra, Director of Finance
- 8. **(VISION Y) Board Items**
 - A. Consider Approval of Vendor to Purchase Playground Equipment with Grant Allowance Funding 117
Ms. Lizeth Carroll, HR / Compliance Director
- 9. **(STRUCTURE) Consent Agenda**
(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
 - A. Purchases > \$25,000 threshold - Authorization
 - 1. Consider Approval to Purchase Sharon Wells Math Program 132
Mrs. Myrna Lopez, PK-8 Principal
 - B. Consider Approval of Minutes from Previous Meetings:
 - 1. Regular Board Meeting Minutes - May 29, 2024 146
 - C. Consider Approval of Regular Board Meeting Dates for 2024-2025 150
Mrs. Rosa Vega-Barrio, Superintendent
 - D. Consider Approval for the Shared Services Agreement (SSA) with ESC Region 19 for the 2024-20251 Migrant Program
Ms. Lizeth Carroll, HR / Compliance Director
 - E. Consider Approval for the 2024-2025 T-TESS Manual 160
Ms. Lizeth Carroll, HR / Compliance Director
 - F. Consider Approval for the 2024-2025 Employee Handbook 182
Ms. Lizeth Carroll, HR / Compliance Director
 - G. Consider Approval of 2024-2025 Student Code of Conduct 243
Mrs. Rosa Vega-Barrio, Superintendent
 - H. Consider Approval of TASB Policy Manual Update 123 (1st Reading) affecting the following 292
(LOCAL) Policies:
 - 1. BBD (LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION
 - 2. BBFA (LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES
 - 3. CKC (LOCAL): SAFETY PROGRAM / RISK MANAGEMENT - EMERGENCY PLANS
 - 4. CKE (LOCAL): SAFETY PROGRAM / RISK MANAGEMENT - SECURITY PERSONNEL
 - 5. CQC (LOCAL): TECHNOLOGY RESOURCES - EQUIPMENT
 - 6. DGBA (LOCAL): PERSONNEL MANAGEMENT RELATIONS - EMPLOYEE COMPLAINTS / GRIEVANCES
 - 7. EEH (LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION
 - 8. EF(LOCAL): INSTRUCTIONAL RESOURCES
 - 9. EFA (LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS
 - 10. EFB (LOCAL): INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS
 - 11. FNG (LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS / GRIEVANCES
 - 12. GF (LOCAL): PUBLIC COMPLAINTS
 - I.
Mrs. Rosa Vega-Barrio, Superintendent
- 10. **Next Meeting Tentative Date:** July 31, 2024

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools



2023-2024³
Spring STAAR

Algebra STAAR May 2024	Total Students	Did not meet	Approaches	Meets	Masters
2023 8th Grade	69	50.72%	49.28%	7.25%	1.45%
2024 STAAR THS	17	12.00%	+31.08 88.00%	+11.39 36.00%	+2.77 12.00%
2023 STAAR THS	65	43.07%	56.92%	24.61%	9.23% ⁴
2024 STAAR ESC		14%	86%	52%	27%
2024 STAAR STATE		21%	79%	45%	25%

Biology STAAR May 2024	Total Students	Did not meet	Approaches	Meets	Masters
2023 8th Grade STAAR Science	65	42.00%	37.00%	17.00%	5.00%
2024 STAAR THS	68	7.00% +17.42	93.00%	+9.63 48.00%	4.00%
2023 STAAR THS	86	24.41%	75.58%	38.37%	8.13%
2024 STAAR ESC		9%	91%	54%	13%
2024 STAAR STATE		9%	91%	58%	19%

English I STAAR May 2024	Total Students	Did not meet	Approaches	Meets	Masters
2023 8th Grade STAAR Reading	65	32.00%	37.00%	18.00%	12.00%
2024 STAAR THS	81	42.00%	+6.19 58.00%	+20 50.00%	+10.5 15.00%
2023 English I STAAR	110	48.18%	51.81%	30.00%	4.50% ⁶
2024 STAAR ESC		36%	64%	50%	14%
2024 STAAR STATE		33%	67%	54%	17%

English II STAAR May 2024	Total Students	Did not meet	Approaches	Meets	Masters
2023 English I STAAR	110	48.18%	51.81%	30.00%	4.50%
2024 English II STAAR THS	73	23%	+27 77%	+31 59%	+1 4%
2023 English II STAAR	100	50%	50%	28%	3%
2024 STAAR ESC		27%	73%	58%	6%
2024 STAAR STATE		26%	74%	60%	9%

US History STAAR May 2024	Total Students	Did not meet	Approaches	Meets	Masters
2024 US History STAAR THS	72	3%	+2 97%	46%	10.00%
2023 History STAAR	76	5%	95%	60%	27.50%
2024 STAAR ESC		5%	95%	67%	33%
2024 STAAR STATE		5%	95%	69%	37%

Approaches

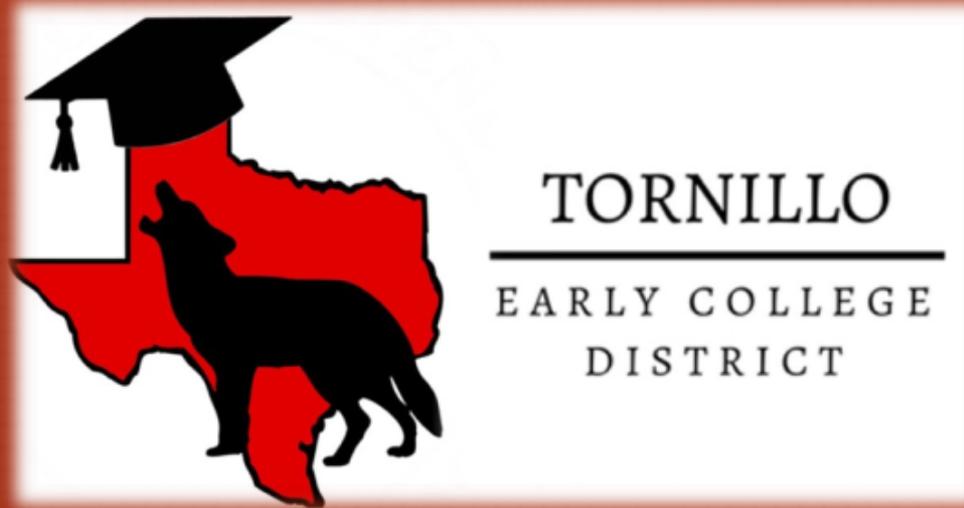
Test	2024			2023			2022			2021			2019			2018		
	Diff.	Spring	Fall	Summer	Spring	Fall												
Biology	<u>+18%</u>	93%	56%	64%	75%	14%	18%	64%	15%	52%	73%	19%	0%	88%	86%	0%	67%	
Algebra	<u>+32%</u>	88%	70%	22%	56%	38%	12%	33%	24%	41%	58%	27%	40%	64%	75%	0%	94%	
Algebra District				15%	52%		13%	46%										
U.S. History	<u>+1%</u>	97%	100%	50%	96%	60%	29%	83%	57%	36%	82%	57%						
English 1	<u>+7%</u>	58%	44%	22%	51%	33%	3%	36%	27%	15%	48%	29%	38%	61%	41%	0%	33%	100%
English 2	<u>+27%</u>	77%	41%	19%	50%	26%	10%	55%	25%	45%	57%	27%	0%	50%	100%			9

Meets

Test	2024			2023			2022			2021			2019			2018		
	Diff.	Spring	Fall	Summer	Spring	Fall												
Biology	<u>+10%</u>	48%	0%	0%	38%	0%	0%	27%	0%	0%	31%	0%	0%	49%	57%	0%	33%	
Algebra	<u>+12%</u>	36%	11%	0%	24%	5%	0%	7%	7%	7%	11%	8%	17%	58%	0%	0%	82%	
Algebra District				0%	15%		2%	17%										
U.S. History	<u>-15%</u>	46%	0%	50%	61%	0%	14%	47%	0%	9%	42%	0%						
English 1	<u>+20%</u>	50%	16%	0%	30%	8%	0%	21%	15%	5%	29%	17%	13%	41%	0%	0%	0%	0%
English 2	<u>+25%</u>	59%	11%	0%	34%	9%	3%	35%	0%	3%	39%	0%	0%	0%	0%			

Masters

Test	2024			2023			2022			2021			2019			2018		
	Diff.	Spring	Fall	Summer	Spring	Fall												
Biology	<u>-4%</u>	4%	0%	0%	8%	0%	0%	6%	0%	0%	6%	0%	0%	17%	0%	0%	33%	
Algebra	<u>+3%</u>	12%	0%	0%	9%	0%	0%	2%	0%	0%	4%	0%	0%	33%	0%	0%	29%	
Algebra District				0%	5%		0%	6%										
U.S. History	<u>-18%</u>	10%	0%	0%	28%	0%	0%	20%	0%	0%	21%	0%						
English 1	<u>+11%</u>	15%	0%	0%	4%	0%	0%	2%	0%	0%	5%	0%	0%	5%	0%	0%	0%	0%
English 2	<u>+2%</u>	4%	0%	0%	2%	0%	0%	3%	0%	0%	1%	0%	0%	0%	0%			10



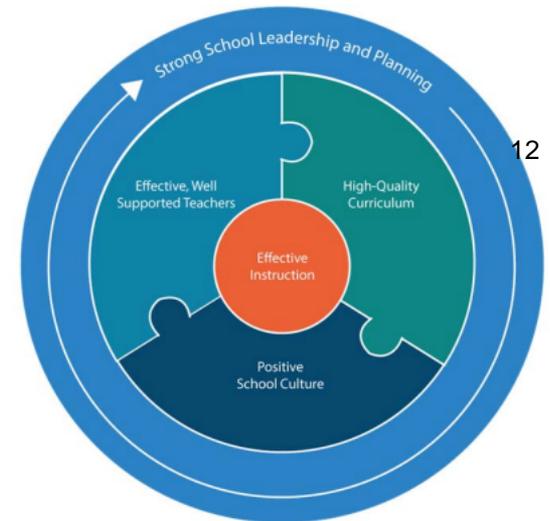
**Tornillo PK-8
Junior High TEA Comprehensive Plan
“TIP- Tornillo Improvement Plan”
June 2024**

Lone Star Governance

JH Comprehensive Plan - TIP

- based on 2022-2023 STAAR Accountability
- Worked with Region 19 Spring Semester
 - District Training
 - Artifact Submission
 - Region 19 Campus Site Visit- Feb. 12, 2024
 - Effective Schools Framework Diagnostic Review
- TEA Plan Submission for Improvement, June 7, 2024

Effective Schools Framework





Tornillo PK-8

Spring 2023 - STAAR Data

7th Grade

2022-2023 Campus Data

Subject		Approaches	Meets	Masters
Reading- English 48 students tested	Raw Score- 28 Scale- 1606 Average- 49.14%	70.83%	37.5%	2.08%
	2022 Results	65.33%	40%	22.67%
	2023 State	77%	52%	26%
Math- English 48 students tested	Raw Score- 16 Scale- 1666 Average- 35.55%	22.92%	4.17%	0%
	2022 Results	36%	5.33%	1.33%
	2023 State	61%	35%	10%

8th Grade

2022-2023 Campus Data

Subject		Approaches	Meets	Masters
Reading- English 70 students tested	Raw Score- 25 Scale- 1650 Average- 44.74%	65.71%	28.57%	11.43%
2022 Results		70.42%	42.25%	23.94%
2023 State		82%	56%	27%
Math- English – Algebra 1 68 students tested	Raw Score- 20 Scale- 3536 Average- 33.92%	50% State- 84%	7.35% State- 51%	1.47% State- 28%
2022 Results	<i>Grade 8 Math</i>	45.45%	6.82%	0%
2023 State	<i>Grade 8 Math</i>	74%	44%	16%
Science- English 70 students tested	Raw Score- 19 Scale- 3648 Average- 41.37%	54.29%	20%	4.29%
2022 Results		42.25%	14.08%	4.23%
2023 State		72%	45%	16%
Social Studies- English 70 students tested	Raw Score- 18 Scale- 3362 Average-36.09%	30%	5.71%	1.43%
2022 Results		38.57%	7.14%	1.43%
2023 State		60%	31%	15%

ESF Diagnostic Recommendations

ESF Diagnostic Report

Campus:	Grades Served:	Date of Site Visit:
Tornillo Junior High - TIP	7-8	February 12, 2024
District:	Principal:	DCSI:
Tornillo Independent School District	Myrna Lizeth Lopez-Patti	Rosa Vega Barrio
ESF Facilitator:		15
Roxanne Hackney		

Summary of Strengths	Summary of Growth Areas
<ul style="list-style-type: none"> The Principal maintains a monthly calendar and daily to-do lists which includes dates for observations/walk-throughs/feedback, PLC and data meetings, and assessment dates. The leadership team uses agendas and protocols to aid in leading team members and content area PLCs. Clear expectations for PBIS exist through a campus flow-chart in dealing with behaviors. Student expectations are reinforced through campus incentives. Master schedule allows for teachers to meet weekly in PLCs. 	<ul style="list-style-type: none"> According to the Lever 4 Academic Review, 33% of Math assignments are considered high-quality and on grade-level. Job-embedded professional development and support on pedagogical best practices for delivering instruction in any content was not documented on a campus calendar. Training and support to address and meet the diverse learning needs of special population groups was not observed. A tool for tracking teacher proficiencies over time was not submitted/observed. Observation debrief conversations do not include showing models or providing opportunities to practice.

2023-2024 Prioritized Focus Areas

Prioritized Focus Areas for Improvement

Essential Action 4.1-

Tornillo Junior High is a rural school that demonstrates numerous strengths and areas of opportunity for the instructional leadership team to leverage as they plan and move through this school year. Through the analysis of the Lever 4 Academic Review and artifacts, meeting with administrators and teachers, conducting campus observations, visiting classrooms and PLCs, and in collaboration with Tornillo Junior High, we identified three areas of focus for continuous growth.

Essential Action 4.1: Daily Use of High-Quality Instructional Materials

High-Quality Instructional Materials (HQIM) are in place for Reading Language Arts but not for Math. Access to HQIM for Math, the quality of teacher lesson internalization, and administrative monitoring of the implementation of HQIM are not evident. The principal indicated HQIM access as an area of need and thereby, utilization and implementation would provide strong tier one delivery of instruction for reading and math.

Essential Action 5.1-

Essential Action 5.1: Professional development for effective classroom instruction

Teachers receive professional development (PD) from the district and as part of the work in their PLCs as indicated by the Instructional Leadership team; however, ongoing job embedded professional development that is documented on a calendar regarding high leverage best practices and differentiating materials and instruction to support all learners is not evident. Teachers indicated during the focus group that professional development is not as specific to content as it needs to be and is often geared towards elementary. The principal stated that planning and calendaring PD ahead of time and creating the urgency to implement the training received are areas of need. The principal expressed that professional development provided to the teachers will impact teacher performance and student outcomes.

Essential Action 5.2-

Essential Action 5.2: Build teacher capacity through observation and feedback cycles

At Tornillo Junior High, the campus administrators utilize observation tools that are accessible to all administrators; however, a tool for tracking teacher proficiencies over time is not evident. The cadence for observations is twice a week for at least 10 to 15 minutes, but it is unclear if the observations are conducted randomly or intentionally. During teacher observation debrief conversations, providing a model to assist with teachers identifying the gap in their practice, discussing how to implement the practice in the classroom, and providing an opportunity to practice before delivery is not evident. The principal stated that both she and the superintendent identified this as an area needed for growth.

Summary of Barrier Analysis Findings

Essential Action 4.1: Daily Use of High-Quality Instructional Materials

The principal expressed the teachers' mindset of not wanting to change as a barrier. In turn, this influences their behavior towards available resources as they find it easier to continue to work with what they already know. The principal stressed that different resources were being utilized such as TEKS Resources System and adopted textbooks materials. Due to this, there was not a complete alignment of materials.

Essential Action 5.1: Professional development for effective classroom instruction

The principal stated that calendaring specific professional development for content areas and allocating funds before the start of the year is necessary. While the district is committed to providing professional development, accountability from teachers is lacking. In addition, one barrier expressed by the principal was that they did not have the online materials identified and allocated at the start of the year.

Essential Action 5.2: Build teacher capacity through observation and feedback cycles

The principal stated that one barrier from teachers, even the strongest teachers, was the push back around coaching and feedback. Furthermore, the curriculum coaches and administrators are new and coaching is a new instructional piece of their work that they need to get used to. The principal also expressed coaching and feedback tools are needed for her leadership team including lead teachers.

2023-2024 Next Steps

- Instructional Leadership Team Training & Coaching
- Strategic Staffing – Math & ELAR
- HQIM for Reading & Math
- Prescriptive Student Interventions



MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Early Childhood Literacy Board Outcome Goal

The percent of 3rd grade students that score meets on STAAR Reading will increase from 25% to 60% by September 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
25%	33%	41%	49%	57%	60%

Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2024	-	25%	-	-	-	-	-	0%	26%	-	23%		-
2025	-	33%	-	-	-	-	-	7%	33%	-	31%		-
2026	-	41%	-	-	-	-	-	14%	41%	-	39%		-
2027	-	49%	-	-	-	-	-	21%	49%	-	46%		-
2028	-	57%	-	-	-	-	-	28%	57%	-	53%		-
2029	-	60%	-	-	-	-	-	34%	60%	-	60%		-

Early Childhood Math Board Outcome Goal

The percent of 3rd grade students that score at the meets on STAAR Math will increase from 29% September 2024 to 60% by September 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
29%	36%	42%	48%	54%	60%

Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2024	-	29%	-	-	-	-	-	16%	30%	-	25%		-
2025	-	36%	-	-	-	-	-	22%	36%	-	32%		-
2026	-	42%	-	-	-	-	-	28%	42%	-	39%		-
2027	-	48%	-	-	-	-	-	34%	48%	-	46%		-
2028	-	54%	-	-	-	-	-	40%	54%	-	53%		-
2029	-	60%	-	-	-	-	-	46%	60%	-	60%		-

CCMR Board Outcome Goal

The percentage of graduates that will meet the criteria for CCMR will increase from 91% August 2024 to 100% by August 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
91%	*90%	94%	96%	98%	100%

Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2024	-	100%	100%	-	-	-	-	83%	100%	-	xx%	xx%	-
2025	-	100%	100%	-	-	-	-	xx%	100%	-	xx%	xx%	-
2026	-	100%	100%	-	-	-	-	xx%	100%	-	xx%	xx%	-
2027	-	100%	100%	-	-	-	-	xx%	100%	-	xx%	xx%	-
2028	-	100%	100%	-	-	-	-	xx%	100%	-	xx%	xx%	-
2029	-	100%	100%	-	-	-	-	xx%	100%	-	xx%	xx%	-

Board Adopted Goals and Plans

September 19, 2019

Introductions

- **Drew Howard**
Senior Director, School Governance and Leadership Support
- **Claire Hagen Alvarado**
Statewide Early Childhood Fellow
- **Heather Justice**
Division Director for College, Career, and Military Prep

Agenda

- Early Childhood and CCMR Plans
 - Requirements for both plans
 - Plan specific requirements

- Plan Components
 - Coordination
 - Developing Goals & Goal Examples
 - Progress Monitoring
 - Posting

- Board Training Requirements

- Next Steps
 - Implementation cycle
 - Available templates

Early Childhood and CCMR Plans

Why This Matters

- In keeping alignment with the state's 60x30TX goal, the School Finance Commission recommended establishing a preK through 12th grade goal of at least 60 percent proficiency at TEA's "Meets" standard at two key "checkpoints" along the state's public preK through 12th grade educational continuum:
 - Sixty percent of all students meeting the state's "Meets" standard at third-grade reading.
 - Sixty percent of all high school seniors graduating without the need for remediation and achieving (1) an industry-accepted certificate aligned with a living wage job; or (2) enrolling in post-secondary education' or (3) enrolling in the military.



The School Finance Commission recommended that each public district or charter network be required to:

- establish locally developed board goal
- annually report their goal progress publicly along with any other board goals that they measure their progress against. These data should be made available at the district and campus level.

Metrics should be disaggregated by various student groups, including family income, native language, ethnicity, gender, and special population

Plan Requirements

HB 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 (EC-LM) proficiency
- College, career, and military readiness (CCMR)

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In Statute

Texas Education Code (TEC), Sections 11.185 and 11.186

Plan Requirements for Each

Both EC-LM and CCMR Plans have the requirements to:

- Assign at least one district-level administrator or employee of the regional education service center to oversee the coordination of each plan
- Set specific, quantifiable, annual goals for five years at each campus
- Be reviewed at least annually by the board at a public meeting
- Post annual report on district and campus websites

Specific Plan Requirements

EC-LM

- Annual goals for aggregate student growth on 3rd grade math and reading assessment
- Annual goals for students in each group evaluated under closing the gaps domain (25 or more students in a group)
- Targeted professional development for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan's goals and that considers the unique needs of students in bilingual education or special language programs
- Annual goals may be set for students in bilingual or ESL programs

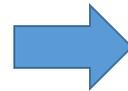
CCMR

- Annual goals for aggregate student growth on CCMR readiness indicators evaluated under the student achievement domain
- Annual goals for students in each group evaluated under closing the gaps domain (25 or more students in a group)

Specific Plan Requirements

EC-LM

Targeted professional development for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan's goals and that considers the unique needs of students in bilingual education or special language programs



Reading Academies

HB 3 requires each teacher and principal in kindergarten through 3rd grade to attend Reading Academies by 2021-2022.

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See the Sept. 12 HB3 in 30 presentation for detailed information.

Plan Components

Plan Components – Coordination

- School Systems are required to assign at least one district-level administrator or an employee of the regional education service center to oversee the coordination of each plan.
 - Goal Setting
 - Stakeholder Engagement
 - Appropriate Implementation
 - Submit annual report to the board on the district's progress (multiple updates each year is recommended)

➤ Specific, quantifiable, goals (measurable goals)

- Each goal needs to contain a baseline (current state), a target (future state), a population (which students will be impacted), and a deadline (month and year by when the current state will equal the future state).
- Annual targets must be included for each goal in addition to the 5-year deadline target.
- Adopting board outcome goals and progress measures for each goal creates alignment with each plan.

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In Statute

Texas Education Code (TEC), Sections 11.185 and 11.186

➤ Goals for EC-LM

- While 3rd grade is the only grade required for HB 3 goal setting, it is best practice that plans include progress measures for PreK-2nd grade to understand growth toward 3rd grade reading proficiency. This also aligns with the HB 3 mandate that districts use integrated assessments for PreK-3rd grade to diagnose reading development and comprehension. See more information on early reading assessments in the November 21 HB 3 in 30 presentation.

➤ Goals for CCMR

- HB 3 offers the opportunity to receive outcome bonuses for students demonstrating college, career, and military readiness. The goals for CCMR should reflect multiple opportunities for students to demonstrate CCMR and keep in mind the requirement for the HB 3 outcomes bonus requires students to continue into postsecondary and the military. See more information on CCMR outcome bonuses in the August 8th HB 3 in 30 presentation.

Frequently Asked Question (FAQ)



Question

When does each plan need to be adopted by the board?



Answer

The 2019-2020 school year serves as year one for plan implementation. Plans should be adopted and posted at least by the end of the current school year. Schools should use the 2019-2020 school year to work through processes to implement each plan.

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Frequently Asked Question (FAQ)



Question

Are there student count minimums with setting goals aligned to the closing the gaps domain student groups?



Answer

There is no minimum total student count to set goals for each closing the gaps student group, but It is important to notate that publicly reporting information on student groups represented by less than 25 students could provide identifying information and violate FERPA. It is recommended to not set goals for groups with less that 25 students.

Frequently Asked Question (FAQ)



Question

Does it make sense to assign your superintendent as the coordinator?



Answer

In many cases, Yes. The superintendent is ultimately responsible in delivering the plans to the board for adoption, but it may be appropriate for the superintendent to delegate responsibilities of the plan development, facilitation, and coordination to other district level administration and/or Education Service Center staff with knowledge in each specific area.

Frequently Asked Question (FAQ)



Question

How do these plans align to and effect the superintendent's annual evaluation?



Answer

It is recommended that each plan be aligned to the board outcome goals and use progress measures that are predictive of the goals, as well as, influenceable by the superintendent. In this case, by aligning the superintendent's evaluation to the board outcome goals, the superintendent's evaluation is aligned to each plan.

Frequently Asked Question (FAQ)



Question

What if we have a board governance coach, can they help with coordination?



Answer

A board governance coach can help support the district-level administrator or the employee of the regional education service center (ESC) that has been assigned to coordinate each plan, but the governance coach cannot be assigned as the coordinator of a plan unless they are a district-level administrator or employee of the ESC.

Frequently Asked Question (FAQ)



Question

Does the board do the work to create board outcome goals with annual targets?

42



Answer

The board works collaboratively with the superintendent to adopt appropriate board outcome goals with annual targets for aggregate student performance and each appropriate student group under the closing the gaps domain.

Goal Examples

EC Literacy Goal Examples

✓ Board Outcome Goal 1: EC Literacy

The percent of 3rd grade students that score meets grade level or above on STAAR Reading will increase from 41% to 55% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
43%	46%	49%	52%	55%

44

Each Board Goal must include annual targets for all applicable student groups under the closing the gaps domain.

EC Literacy Goal Examples

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx% 45
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Literacy Progress Measure Examples

✓ **Board Outcome Progress Measures: Used in plan development and monitoring**

Progress Measure 1.1: The percent of PreK students that score “on track” on the CIRCLE PM literacy diagnostic will increase from 50% to 64% by June 2024.

Yearly Targets				
2020	2021	2022	2023	2024
52%	54%	57%	60%	64%

Progress Measure 1.2: The percent of students that score “on track” on TX-KEA will increase from 48% to 62% by June 2024. 46

Yearly Targets				
2020	2021	2022	2023	2024
50%	52%	55%	58%	62%

Progress Measure 1.3: The percent of 1st through 3rd grade students that score “developed” on TPRI/Tejas Lee diagnostic will increase from 48% to 62% by June 2024.

Yearly Targets				
2020	2021	2022	2023	2024
50%	52%	55%	58%	62%

✓ *Each Campus will use the progress measures to create annual goals and targets for all student groups under the closing the gaps domain.*

EC Literacy Plan Examples

✓ Campus Plan: Progress Measure 1.1

The percent of PreK students that score “on track” on the CIRCLE PM literacy diagnostic will increase from 51% to 70% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
53%	56%	60%	65%	70%

47

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Literacy Plan Examples

✓ Campus Plan: Progress Measure 1.2

The percent of K students that score “on track” on TX-KEA will increase from 62% to 76% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
64%	66%	69%	72%	76%

48

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Literacy Plan Examples

✓ Campus Plan: Progress Measure 1.3

The percent of 1st through 3rd grade students that score “developed” on TPRI/Tejas Lee diagnostic will increase from 58% to 72% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
60%	62%	65%	68%	72%

49

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Math Goal Examples

✓ **Board Outcome Goal 2: EC Math**

The percent of 3rd grade students that score meets grade level or above on STAAR Math will increase from 46% to 58% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
48%	50%	52%	55%	58%

50

Each Board Goal must include annual targets for all applicable student groups under the closing the gaps domain.

Board Outcome Goal 2: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx% 51
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Math Progress Measure Examples

✓ Board Outcome Progress Measures: Used in plan development and monitoring

Progress Measure 1.1: The percent of PreK students that score “on track” on the CIRCLE PM math diagnostic will increase from 55% to 70% by June 2024.

Yearly Targets				
2020	2021	2022	2023	2024
57%	60%	64%	67%	70%

Progress Measure 1.2: The percent of students that score “on track” on TX-KEA math diagnostic will increase from 54% to 68% by June 2024.

Yearly Targets				
2020	2021	2022	2023	2024
56%	58%	61%	64%	68%

Progress Measure 1.3: The percent of 1st through 2nd grade students that score “on track” on TEMI-O 2.0 diagnostic will increase from 53% to 67% by June 2024.

Yearly Targets				
2020	2021	2022	2023	2024
55%	58%	61%	64%	67%

✓ Each Campus will use the progress measures to create annual goals and targets for all student groups under the closing the gaps domain.

EC Math Plan Examples

✓ Campus Plan: Progress Measure 2.1

The percent of PreK students that score “on track” on the CIRCLE PM math diagnostic will increase from 51% to 65% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
53%	55%	58%	61%	65%

53

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Math Goal Examples

✓ Campus Plan: Progress Measure 2.2

The percent of K students that score on “on track” on TX-KEA math diagnostic will increase from 62% to 76% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
64%	66%	69%	72%	76%

54

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

EC Math Goal Examples

✓ Campus Plan: Progress Measure 2.3

The percent of 1st through 2nd grade students that score on “on track” on the TEMI-O 2.0 diagnostic will increase from 62% to 76% by June 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
64%	66%	69%	72%	76%

55

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

CCMR Goal Examples

✓ **Board Outcome Goal 3: CCMR**

The percentage of graduates that meet the criteria for CCMR Outcomes Bonuses will increase from 42% to 57.5% by August 2024.

Yearly Target Goals				
2020	2021	2022	2023	2024
43.5%	48%	52.5%	55%	57.5%

56

Each Board Goal must include annual targets for all applicable student groups under the closing the gaps domain.

Board Outcome Goal 3: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx% 57
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

CCMR Progress Measure Examples

✓ Board Outcome Progress Measures: Used in plan development and monitoring

Progress Measure 3.1: The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for college ready will increase from 37% to 45% by August 2024.

Yearly Targets				
2020	2021	2022	2023	2024
39%	41%	43%	44%	45%

Progress Measure 3.2: The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for career ready will increase from 10% to 18% by August 2024.

Yearly Targets				
2020	2021	2022	2023	2024
12%	14%	16%	17%	18%

Progress Measure 3.3: The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for military ready will increase from 2% to 4.5% by August 2024.

Yearly Targets				
2020	2021	2022	2023	2024
2.5%	3%	3.5%	4%	4.5%

✓ Each Campus will use the progress measures to create annual goals and targets for all student groups under the closing the gaps domain.

CCMR Plan Examples

✓ Campus Plan: Progress Measure 3.1

The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for college ready will increase from 35% to 45% by August 2024

Yearly Target Goals				
2020	2021	2022	2023	2024
37%	39%	41%	43%	45%

59

Board Outcome Goal 3: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

CCMR Plan Examples

✓ Campus Plan: Progress Measure 3.2

The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for career ready will increase from 15% to 25% by August 2024

Yearly Target Goals				
2020	2021	2022	2023	2024
17%	19%	21%	23%	25%

60

Board Outcome Goal 3: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

CCMR Plan Examples

✓ Campus Plan: Progress Measure 3.3

The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for military ready will increase from 1% to 3% by August 2024

Yearly Target Goals				
2020	2021	2022	2023	2024
1%	1.5%	2%	2.5%	3%

61

Board Outcome Goal 1: Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2021	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2022	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2023	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
2024	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

Frequently Asked Question (FAQ)



Question

How many board outcome goals do school boards need to adopt?

62



Answer

At least three. One in early childhood literacy aligned to 3rd grade STAAR results, one in early childhood math aligned to 3rd grade STAAR results, and one in CCMR aligned to graduates that meet readiness requirements.

Frequently Asked Question (FAQ)



Question

What is the role of the board in campus plan development?

63



Answer

The board reviews and ultimately votes to adopt each plan. The superintendent will work collaboratively with campuses to develop a recommendation for each plan to be presented to the board for adoption.

Progress Monitoring

Monitoring Each Plan

- School boards must review the progress of each plan at least annually at a public meeting.
 - Adopt a monitoring calendar, A multi-year schedule that describes the months during which interim updates on goals and plan progress measures are reported to the board.
 - Receive annual/interim updates reported to the board that contain (1) the board outcome goal and progress measure being monitored, (2) data, once available, showing previous reporting periods, the current reporting period, and the annual and 5 year deadline targets, (3) the superintendent's evaluation of performance for the district and each applicable campus, and (4) supporting documentation that evidences the evaluation and describes any needed next steps.

Monitoring Calendar

School Board Monitoring Calendar

Month	Goal / Progress Measure	Evaluations / Other Business	Trainings
August	Goal 3: Progress Measure 3.1	Board Quarterly Evaluation	
September	Goal 1: Progress Measure 1.1 Goal 2: Progress Measure 2.1	Summative Superintendent Evaluation TAPR Report	
October	Goal 1: Progress Measure 1.2		Digital Safety & Security
November	Goal 2: Progress Measure 2.2	Board Quarterly Evaluation	66
December	Goal 3: Progress Measure 3.2		
January	Goal 1: Progress Measure 1.1 & 1.2 Goal 3: Progress Measure 3.2		
February	Goal 2: Progress Measure 2.1 & 2.2	Board Quarterly Evaluation	
March		Mid-year Superintendent Evaluation	
April	Goal 3: Progress Measure 3.2		
May	Goal 1: Progress Measure 1.1 & 1.2	Board Quarterly Evaluation	
June	Goal 2: Progress Measure 2.1 & 2.2 Goal 3: Progress Measure 3.3	Budget Adoption Tax Rate Hearing	Human Trafficking / Child Abuse
July			EISO / Teambuilding

Board Progress Monitoring Report

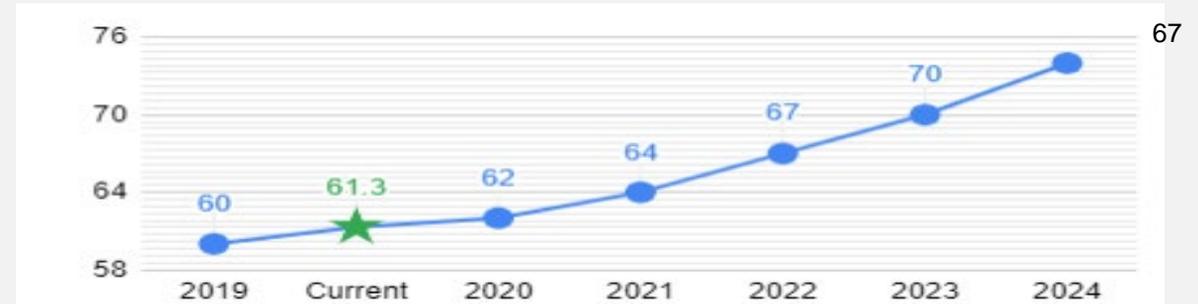
Goal 1: The score of 3rd grade students that score meets grade level or above on STAAR Reading will increase from 43% to 55% by June 2024.

Overall Goal Evaluation:

On Track

Goal Progress Measure 1.2: The percent of K students that score on “on track” on TX-KEA will increase from 54% to 68% by June 2024.

This section describes the current status of the progress measure providing graphable data in comparison to the yearly targets and a break down of data showing the progress of each student group represented in the closing the gaps domain.



Board Outcome Goal 2: Closing the Gaps Student Groups Yearly Targets

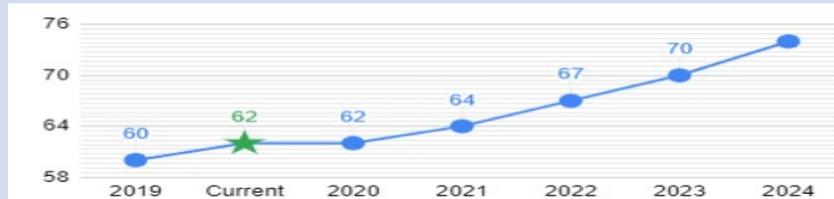
	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More Races	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2020	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%
Current	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%	xx%

Progress Monitoring Reports

Campus Information:

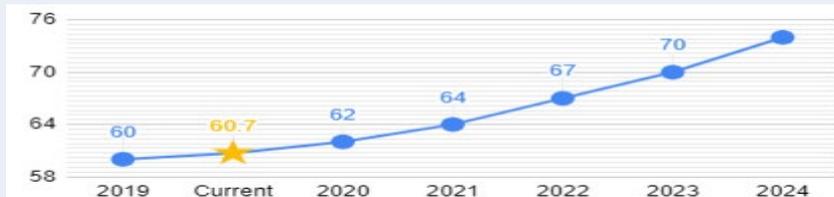
This section of the report will highlight the overall progress of each campus.

Elementary Campus 1:



On Track

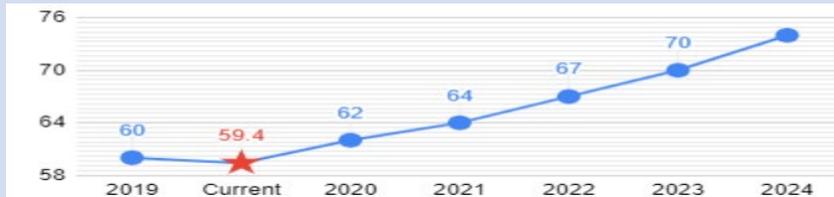
Elementary Campus 2:



Slightly Off Track

68

Elementary Campus 3:



Off Track

Supporting Documentation / Adjustments / Future:

This is the section of the report that the superintendent provides the board with additional documentation to support possible adjustments and/or needs and lays out the future.

The following components should be visible on the school's website for each plan:

- 5-year board outcome goals
 - Annual targets
 - Applicable closing the gaps student groups annual targets
 - Progress measures that are predictive of the goal with annual targets
- Each campus' plan with their specific targets for each progress measure
 - Applicable Closing the gaps student groups annual targets
- Each Campus' school actions and implementation steps
- Monitoring Calendar
- Annual/Interim updates reported to the board

Board Training Requirements

Evaluating the Improvement of Student Outcomes (EISO) Training:

- Required by SB 1566 every two years.
- Must be delivered by an Authorized Provider.
- State Board of Education (SBOE) Rule 19 TAC 61.
 - Proposed rule updates (earliest adoption in January 2020)
 - EISO training updates include training on HB 3 board adopted plans and goals

Frequently Asked Question (FAQ)



Question

When will the new EISO Training need to be received by board members?

72



Answer

The new EISO Training that includes guidance on HB 3 board goals and plans will be made available in early 2020. Board members are required to complete EISO training every two years.

Frequently Asked Question (FAQ)



Question

Will the EISO Training still count as Team building training credit?

73



Answer

The anticipated rule updates will continue to allow the EISO training to also count as teambuilding credit as long as all board members and the superintendent are present for the entirety of the training.

Frequently Asked Question (FAQ)



Question

How do I engage with an Authorized Board Trainer to provide EISO Training?

74



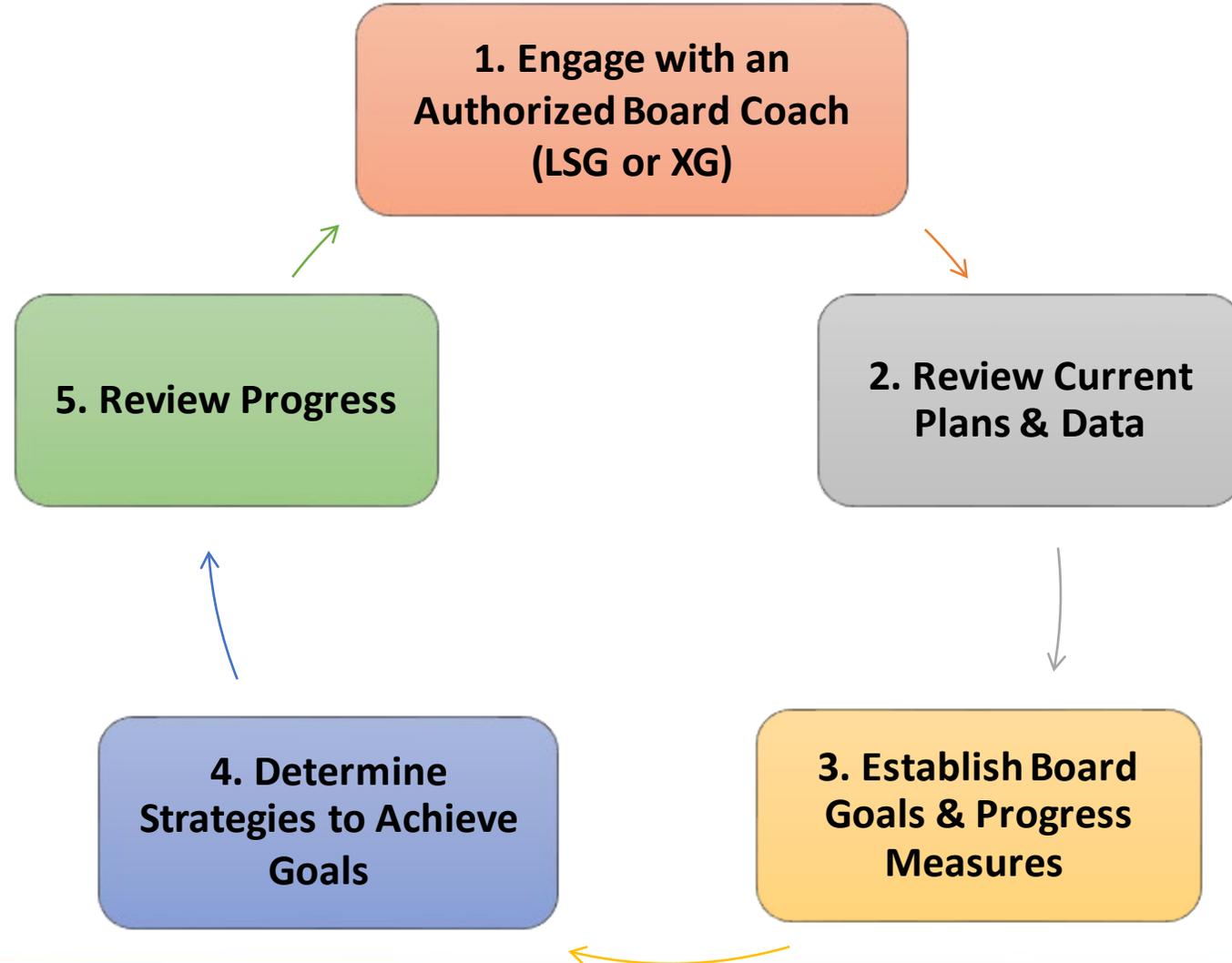
Answer

The list of Authorized Board Trainers with contact information is available on the TEA website at:

http://tea4avcastro.tea.state.tx.us/school_board/providers.html

Next Steps

Next Steps – Implementation Cycle



Available Templates on the TEA Website: www.tea.Texas.gov/HB3

- Board outcome goals with annual targets
 - Closing the gaps student group targets
- Progress Measures
- Campus Plans
 - Using progress measure
 - Closing the gaps student group targets
- Monitoring Calendar
- Monitoring Report

House Bill 3 Resources

Stay tuned for the most up-to-date information from TEA on the implementation of House Bill 3



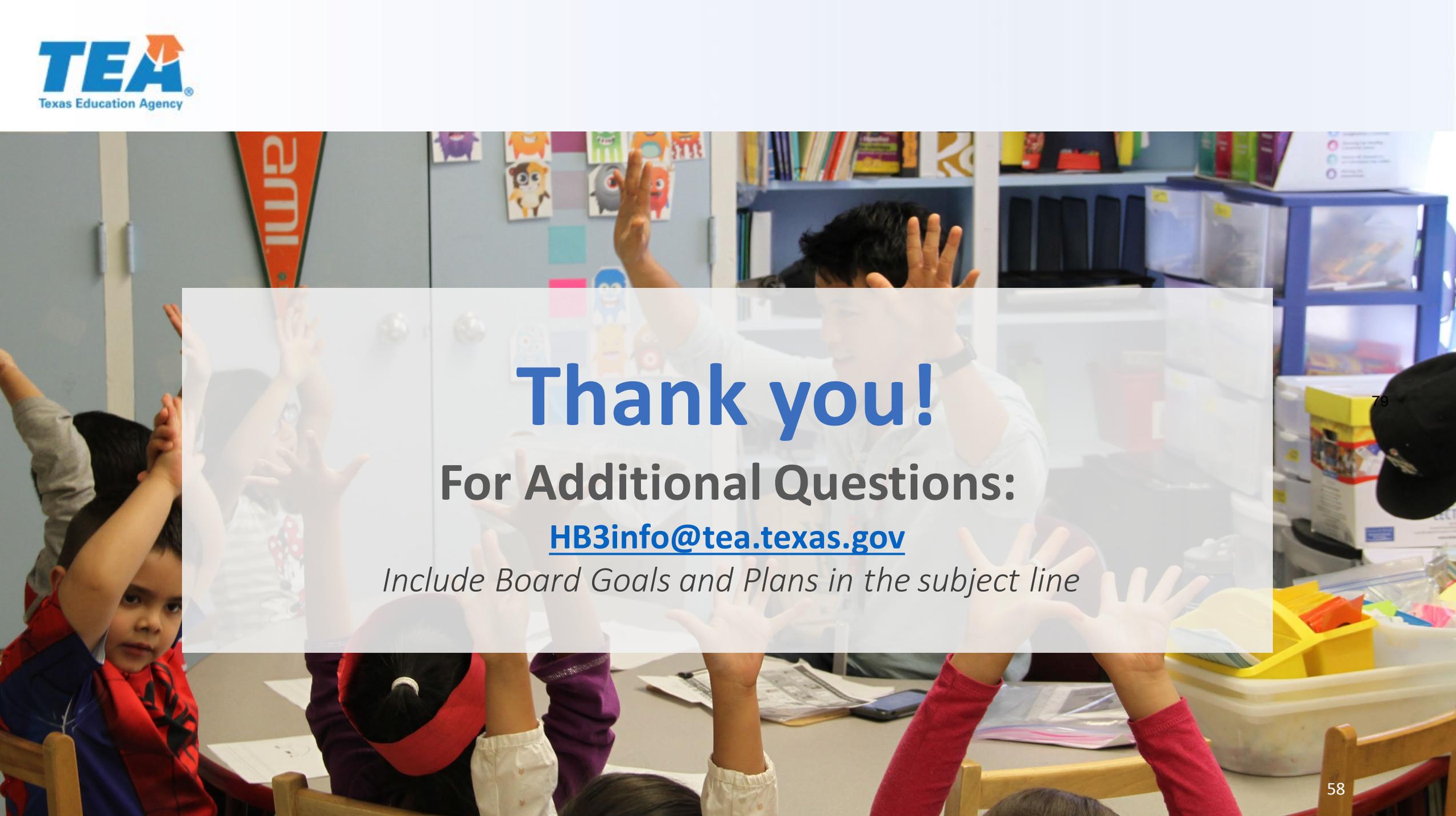
tea.texas.gov/HB3

Visit tea.texas.gov/HB3 for the most up-to-date information



HB3info@tea.texas.gov

Email HB3info@tea.texas.gov with any questions

A photograph of a classroom scene. A teacher in a white shirt is standing at the front, smiling, with both hands raised. Several young children are seated at a table, also with their hands raised. The background shows a typical classroom environment with shelves of books, colorful posters on the wall, and storage bins. A semi-transparent white box is overlaid on the center of the image, containing text.

Thank you!
For Additional Questions:
HB3info@tea.texas.gov

Include Board Goals and Plans in the subject line

Questions are separated into four categories

Goals & Plan Development --- School Boards
Early Childhood Plan Specific --- CCMR Plan Specific

GOALS & PLAN DEVELOPMENT

HOW MANY STUDENT OUTCOME GOALS DO SCHOOL BOARDS NEED TO ADOPT?

At least three: one in early childhood literacy aligned to 3rd grade STAAR results, one in early childhood math aligned to 3rd grade STAAR results, and one in CCMR aligned to graduates that meet readiness requirements.

DOES IT MAKE SENSE TO ASSIGN YOUR SUPERINTENDENT AS THE COORDINATOR OF ONE OR MORE PLANS?

In many cases, yes. The superintendent is ultimately responsible for delivering the plans to the board for adoption, but it may be appropriate for the superintendent to delegate responsibilities of the plan development, facilitation, and coordination to other district level administration and/or Education Service Center staff with knowledge in each specific area.

ARE GOALS SET FOR THE DISTRICT AND EACH CAMPUS?

Yes, goals are set for the district and each campus. This may look different depending on the number of campuses within the district. A single campus district or district with one elementary and/or high school can use the same applicable plan for the district and campus. Districts with multiple elementary and/or high school campuses will use the district goals and progress measures to set appropriate goals and targets on each campus.

WHAT IS THE RECOMMENDED PROCESS?

- (1) School Boards work collaboratively with the superintendent to set five-year district goals on STAAR for 3rd grade math and reading and CCMR for graduates. These five-year district goals need to contain yearly targets and targets for each student group identified under the closing the gaps domain with 25 or more students.
- (2) The superintendent works as/with each plan's coordinator to identify progress measures that are predictive of the district's goals. Progress can be updated and reported to the board multiple times each year.
- (3) Districts create a monitoring calendar for when each progress measure and goal result will be reported to the board.
- (4) Campuses use the district goals and progress measures to set their own yearly and student group targets in order to help the district reach the overall goals and targets.
- (5) Campuses identify actions and targeted professional development in order to accomplish the goals.

THE COMPONENTS OF CCMR AND/OR THE STAAR APPROACHES, MEETS, AND MASTERS THRESHOLDS MAY CHANGE IN A FEW YEARS. HOW COULD THIS IMPACT THE BOARD ADOPTED FIVE-YEAR GOALS?

It is unlikely that the performance thresholds for approaches, meets, and masters will change, barring legislative action. However unlikely it may be, there is still a possibility that changes could happen, or that the components of CCMR could change, before the deadline of districts' five-year goals. If this happens, districts might need to adjust their goals accordingly based on their data and performance. Any adjustments would be limited to locally adopted progress measures and targets.

CAN THE HB 3 PLANS BE ADDED TO THE DISTRICT AND CAMPUS IMPROVEMENT PLANS?

Yes, if the all the requirements within each Early Childhood Plan and CCMR Plan are met.

- (1) The district assigns coordinator, either a district level administrator or an employee of the ESC.
- (2) The school board adopts five-year student outcome goals with annual targets and annual targets for each applicable student group in the closing the gaps domain. Early Childhood Plan goals must be aligned to 3rd grade reading and math STAAR and CCMR plans must be aligned to the Domain I requirements for college, career, and military readiness.
- (3) Districts identify progress measures that can be updated and reported to the board multiple times each year in order to monitor the progression to achieving the goals.
- (4) Districts create a monitoring calendar for when each progress measure and goal result will be reported to the board.
- (5) Campuses use the district goals and progress measures to set their own yearly and student group targets in order to help the district reach the overall goals and targets.
- (6) Campuses identify actions and targeted professional development for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan's goals and that considers the unique needs of students in bilingual education or special language programs targeted professional development in order to accomplish the goals.
- (7) Each plan must be posted on the district's and/or campus' website.

Item (1)–(4) could possibly be added to the District Improvement Plan and items (5)–(6) could possibly be added to each Campus' Improvement Plan.

IF WE ARE REQUIRED TO COMPLETE A TARGETED IMPROVEMENT PLAN (TIP) AS A RESULT OF STATE OR FEDERAL ACCOUNTABILITY, CAN ALL OF THESE PLANS BE COMBINED INTO ONE OR DO WE NEED A SEPARATE PLAN FOR ALL OF THESE DIFFERENT REQUIREMENTS?

If the needs assessment and root cause analysis that is driving your goal setting and prioritized focus areas for the TIP are aligned with the Early Childhood or CCMR plans and goals, it could be combined with the TIP, where appropriate. However, the TIP template may not be the best way to capture your Early Childhood and CCMR plans since the TIP template was developed to capture activities and milestones aligned to essential actions in the Effective Schools Framework. We are working to better align requirements and templates in the future.

DOES EACH BOARD GOAL NEED THREE PROGRESS MEASURES AS SHOWN ON THE TEMPLATES?

The number of appropriate progress measures varies. Each goal needs to have one to three progress measures that are predictive of the goal, can be updated multiple times each year to track progress, and influenceable by the superintendent.

HOW WILL REPORTING ON THE PROGRESS OF EACH PLAN WORK IN OUR VERY TINY DISTRICT WITH SMALL STUDENT NUMBERS?

Goals can be set for any student group no matter the size and numbers, but the actual results or percentages of student's performance cannot be made public for student groups with less than 25 and the all student group with less than 10. Districts must make sure these minimum numbers are met when reporting student results, such as 3rd grade STAAR results, in order to not violate FERPA by publishing information that can identify individual students. Districts with small numbers can combine results of grade levels when reports are made public. For example, districts with small numbers could create progress measures that spans multiple grade levels to meet the minimum requirement of at least 10 students, such as the percent of 1st–3rd grade students that are on grade level in math or reading.

ARE THERE TEMPLATES AVAILABLE TO HELP WITH THIS PROCESS AND MEETING ALL THE GOALS SETTING REQUIREMENTS?

Yes, templates are available on the HB 3 website to help with each early childhood and CCMR plans: <https://tea.texas.gov/about-tea/government-relations-and-legal/government-relations/hb-3-30-video-series>.

Templates include five tools:

- District goals, including yearly and student group targets
- District progress measures, including yearly and student group targets
- Campus plans, including goals and progress measures with yearly and student group targets
- Board monitoring calendars
- Board monitoring reports

SCHOOL BOARDS

DO HB 3 BOARD ADOPTED GOALS AND PLANS APPLY TO CHARTER SCHOOLS?

Yes, HB 3 board adopted plans in early childhood reading and math and plans in college, career, and military readiness are to be adopted by all public schools.

WHAT IS THE ROLE OF THE BOARD IN CAMPUS PLAN DEVELOPMENT?

The board works collaboratively with the superintendent to adopt appropriate five-year student outcome goals with annual targets for aggregate student performance and each appropriate student group under the closing the gaps domain. School boards will also work with the superintendent to approve a monitoring calendar to communicate when each plan's progress will be reported to the board in a public meeting. The superintendent will work collaboratively with campuses to develop a recommendation for each plan to be presented to the board for adoption. The board reviews and ultimately votes to adopt each plan.

WHAT IF WE HAVE A BOARD GOVERNANCE COACH, CAN THEY HELP WITH COORDINATING EACH PLAN?

A board governance coach can help support the district-level administrator or the employee of the regional education service center (ESC) that has been assigned to coordinate each plan, but the governance coach cannot be assigned as the coordinator of a plan unless they are a district-level administrator or employee of the ESC.

HOW OFTEN DOES THE BOARD RECEIVE A PROGRESS UPDATE ON EACH PLAN AND WHAT NEEDS TO BE INCLUDED IN THE PROGRESS MONITORING REPORTS?

Each board goal within each plan is required to be reported on in a public meeting at least once per year, but in order to monitor the progress towards achieving the goal it is recommended to deliver a progress monitoring report on each goal at least four times per year using a progress measure identified within each plan. The specific schedule for delivering each progress to the board will be identified on the board monitoring calendar. A progress monitoring report delivered to the board should include, at a minimum, the following:

- (1) The district outcome goal and the progress measure being monitored in the report
- (2) Data showing the overall progress for the district towards the yearly target
- (3) Data showing the overall progress of each applicable student group towards each group's yearly target
- (4) Information showing each applicable campus' overall progress
- (5) The superintendent's interpretation of performance and documentation that evidences the superintendent's interpretation and describes any needed next steps

WHEN DOES EACH PLAN NEED TO BE ADOPTED BY THE BOARD?

The 2019–2020 school year serves as year one for plan implementation. Plans should be adopted and posted at least by the end of the current school year. Schools should use the 2019–2020 school year to work through processes to implement each plan.

HOW DO THESE PLANS ALIGN TO AND AFFECT THE SUPERINTENDENT'S ANNUAL EVALUATION?

It is recommended that each plan be aligned to the board outcome goals and use progress measures that are predictive of the goals, as well as, influenceable by the superintendent. In this case, by aligning the superintendent's evaluation to the board outcome goals, the superintendent's evaluation is aligned to each plan.

WHEN WILL THE NEW EISO TRAINING THAT INCLUDES TRAINING ON HB 3 BOARD ADOPTED GOALS AND PLANS NEED TO BE RECEIVED BY BOARD MEMBERS?

Section 11.159 of the Texas Education Code requires school board members in the state to complete a training Evaluating and Improving Student Outcomes (EISO) every two years. The content of the EISO Training is being updated to include guidance on HB 3 board goals and plans and will be made available in early 2020. Board members are required to complete EISO training every two years, so board members will need to complete the training within two years of the prior training – which for most board members will be September 1, 2020.

WILL THE EISO TRAINING CONTINUE TO COUNT AS TEAM BUILDING TRAINING CREDIT?

The anticipated rule updates will continue to allow the EISO training to also count as teambuilding credit as long as all board members and the superintendent are present for the entirety of the training.

HOW DO I ENGAGE WITH AN AUTHORIZED BOARD TRAINER TO PROVIDE EISO TRAINING?

The list of Authorized Board Trainers with contact information is available on the TEA website at: http://tea4avcastro.tea.state.tx.us/school_board/providers.html

EARLY CHILDHOOD PLAN SPECIFIC

IS THERE A RECOMMENDED DATA SOURCE FOR 3RD GRADE STAAR RESULTS AT THE MEETS LEVEL?

For individual assessment outcomes please use the Analytic Portal at www.texasassessment.gov. For results associated with accountability and student groupings, use the reports and downloads available in the TAPR System that were made available in October when accountability performance data was released.

IS THERE A LIST OF EARLY CHILDHOOD INSTRUMENTS FOR MATH AND READING THAT DISTRICTS CAN CHOOSE FROM?

For Reading, updated information will be made available in the November 21 [HB 3 in 30](#) video regarding K–2 diagnostics. For now, districts should continue to refer to the two lists below or use an instrument adopted by the local district committee.

2017–2021 Commissioner’s List of Approved Pre-K and K Reading Assessment Instruments

- [Prekindergarten \(Pre-K, accessible version\)](#)
- [Kindergarten \(Kindergarten, accessible version\)](#)

Grades 1 and 2

[2014–2018 commissioner's list of reading instruments](#)

Currently, there is not a requirement to produce a list of approved instruments for early childhood math, however, the PK and K list does include mathematic diagnostics as an option.

FORMER SPECIAL EDUCATION AND CONTINUOUSLY/NON-CONTINUOUSLY ENROLLED STUDENT GROUPS ARE NOT DEFINED FOR STUDENTS IN GRADES PRE-K–2, ARE THEY OMITTED FROM THE STUDENT GROUP TARGETS WHEN CREATING PROGRESS MEASURES FOR THESE GRADE LEVELS?

Yes, omit the closing the gaps student groups that do not apply to Early Childhood grades Prek-2 (former special education and continuously/non-continuously enrolled) or any groups that fall under the rule of having 25 students represented.

WHAT IS MEANT BY TARGETED PROFESSIONAL DEVELOPMENT WITHIN EC PLANS?

It is recommended to include professional development activities for teachers and staff within the actions identified by each campus to meet the campus and district goals and targets. Targeted professional development is a requirement for classroom teachers in kindergarten through 3rd grade for campuses that the board identifies as not meeting the plan’s goals. The targeted professional development must consider the unique needs of students in bilingual education or special language programs.

One recommendation would be for boards to satisfy this requirement at least in part by writing into their local plans participation in the Reading Academies that is otherwise required by HB 3 for kindergarten through 3rd grade teachers and principals.

CCMR PLAN SPECIFIC

SINCE THE BOARDS GOALS MUST FOCUS ON CCMR FOR GRADUATES, HOW DOES THAT WORK WHEN THE CLOSING-THE-GAPS DOMAIN LOOKS AT ALL 12TH GRADERS RATHER THAN JUST GRADUATES?

There are two calculations used for state accountability related to CCMR. One is used in the Student Achievement domain and is based on annual graduates. The other is used in Closing the Gaps and includes annual graduates plus 12th graders who did not graduate (this is a federal requirement.) CCMR plans are based on the criteria in Student Achievement, therefore, the CCMR goal is focused on annual graduates. The CCMR goal should be a five-year goal with overall yearly targets and yearly targets for each applicable student group under the closing the gaps domain.

WHERE DO WE FIND STUDENT DATA ON THE CCMR OUTCOME BONUSES?

Currently there is no student achievement data on the CCMR student outcome bonuses, but data on the CCMR student outcome bonuses will begin to be reported in TAPR soon.

CAN PROGRESS MEASURES OTHER THAN THE STUDENT OUTCOME BONUSES BE USED?

Yes, if the recommended student outcome bonus criteria are not appropriate progress measures for your situation, district and campuses can use other predictive progress measures that are influenceable by the superintendent. Examples could be: ACT/SAT/TSIA results, the number of industry certifications earned, college credit earned, dual credit student GPA, etc.

TIME USE TRACKER

Date: 05/29/2024

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	15	← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	93
Progress & Accountability	1	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	86
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	6
Advocacy & Engagement	1	← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	18
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other		Any time spent on an activity that does not meet the conditions listed above →	6
TOTALS	17	140	123

Use For Student Outcome Minutes Percentage Calculation:

17

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140

× 100 =

12

% Student Outcome Minutes



FINANCIAL REPORTS

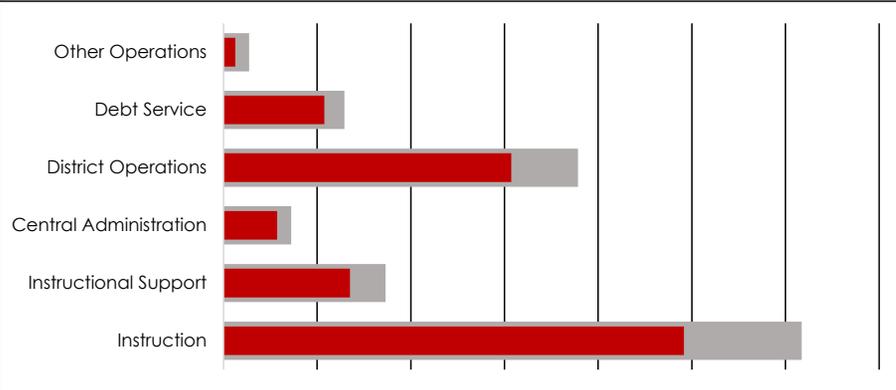
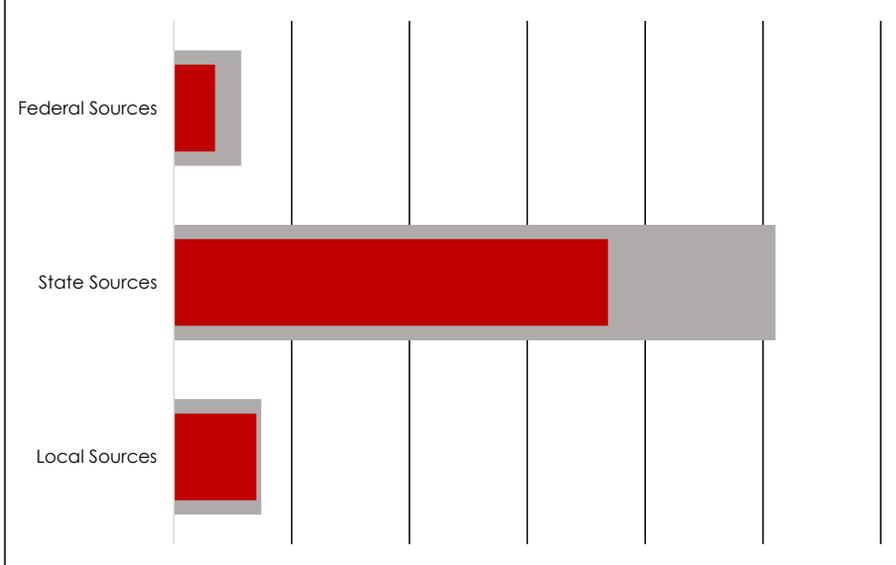
FOR THE MONTH ENDING MAY, 2024

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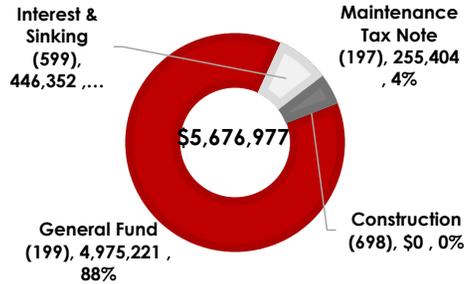
**TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of May 31, 2024**

Board Adopted Revenue and Expenditures

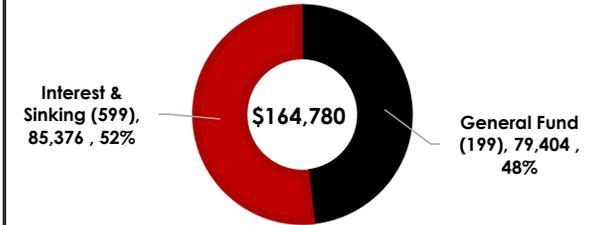


Banking and Investment Pools

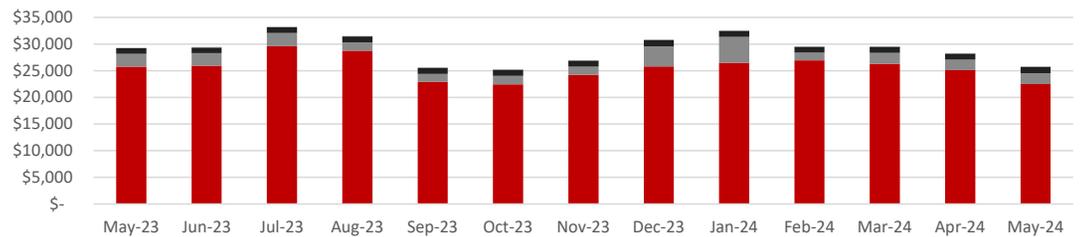
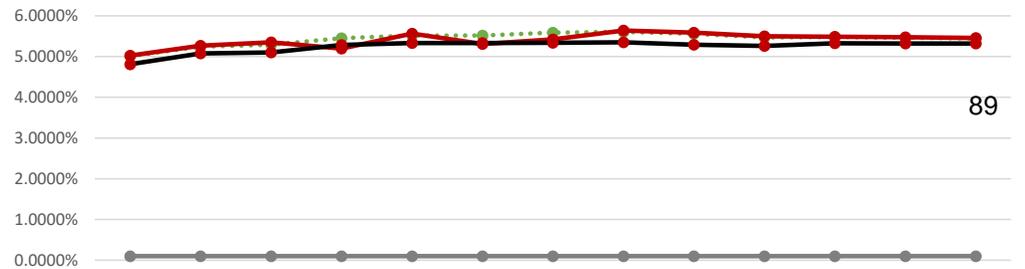
LONE STAR INVESTMENTS



WESTSTAR BANK

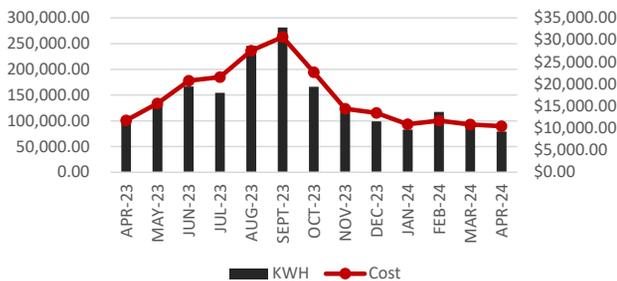


Investment Rate and Interest Revenue Trends

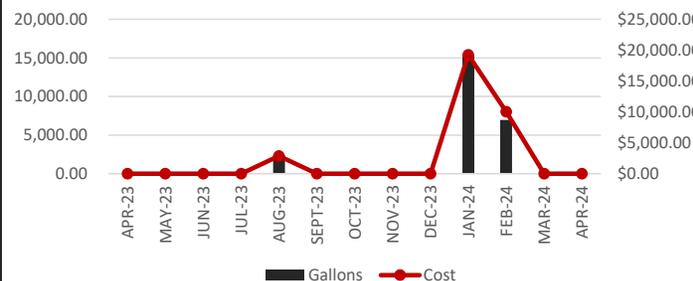


Utilities

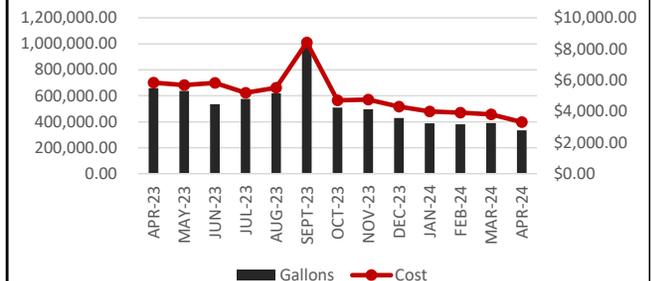
ELECTRICITY



PROPANE



WATER



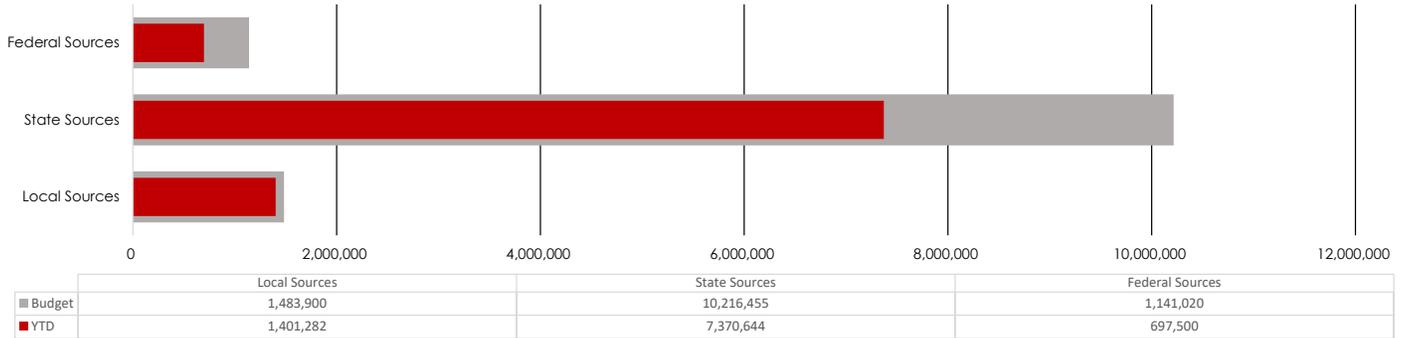
TORNILLO INDEPENDENT SCHOOL DISTRICT

Revenues & Expenditures

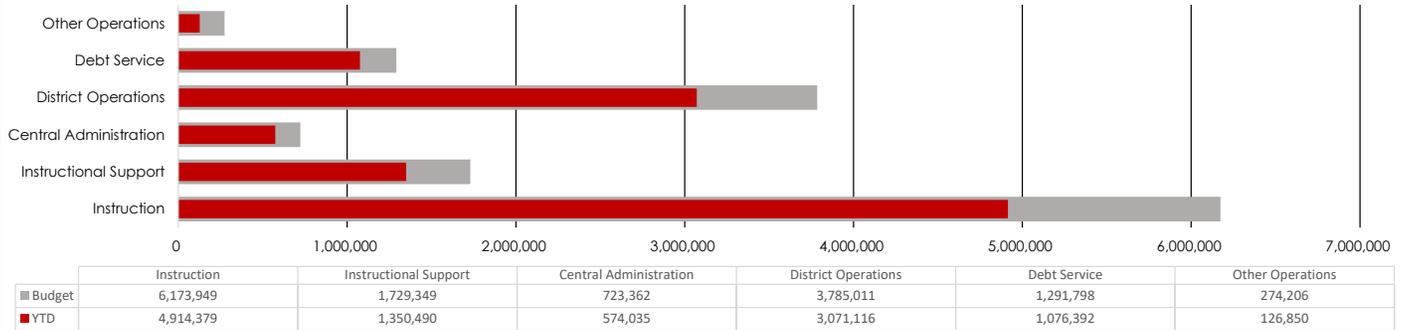
As of May 31, 2024

REVENUES	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
Local Sources	66,400	53,674	12,727	978,000	907,659	70,341	439,500	439,949	(449)	1,483,900	1,401,282	82,618
State Sources	2,400	2,950	(550)	9,364,757	6,650,291	2,714,466	849,298	717,403	131,895	10,216,455	7,370,644	2,845,811
Federal Sources	766,020	508,880	257,140	375,000	188,620	186,380	0	0	0	1,141,020	697,500	443,520
Total Revenue:	834,820	565,504	269,316	10,717,757	7,746,570	2,971,187	1,288,798	1,157,352	131,446	12,841,375	9,469,425	3,371,950
EXPENSES												
Instruction	0	0	0	6,173,949	4,914,379	1,259,570	0	0	0	6,173,949	4,914,379	1,259,570
Instructional Support	0	0	0	1,729,349	1,350,490	378,859	0	0	0	1,729,349	1,350,490	378,859
Central Administration	0	0	0	723,362	574,035	149,327	0	0	0	723,362	574,035	149,327
District Operations	834,820	731,185	103,635	2,950,191	2,339,931	610,260	0	0	0	3,785,011	3,071,116	713,895
Debt Service	0	0	0	3,000	0	3,000	1,288,798	1,076,392	212,406	1,291,798	1,076,392	215,406
Other Operations	0	0	0	274,206	126,850	147,356	0	0	0	274,206	126,850	147,356
Total Expenses:	834,820	731,185	103,635	11,854,057	9,305,684	2,548,373	1,288,798	1,076,392	212,406	13,977,675	11,113,262	2,864,413

**Total Revenues
Funds 101, 199 & 599**

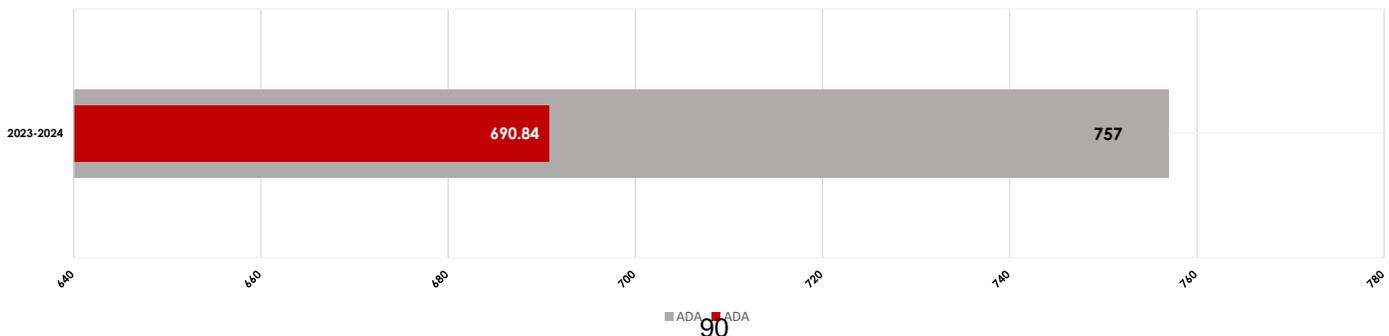


**Total Expenditures
Funds 101, 199 & 599**



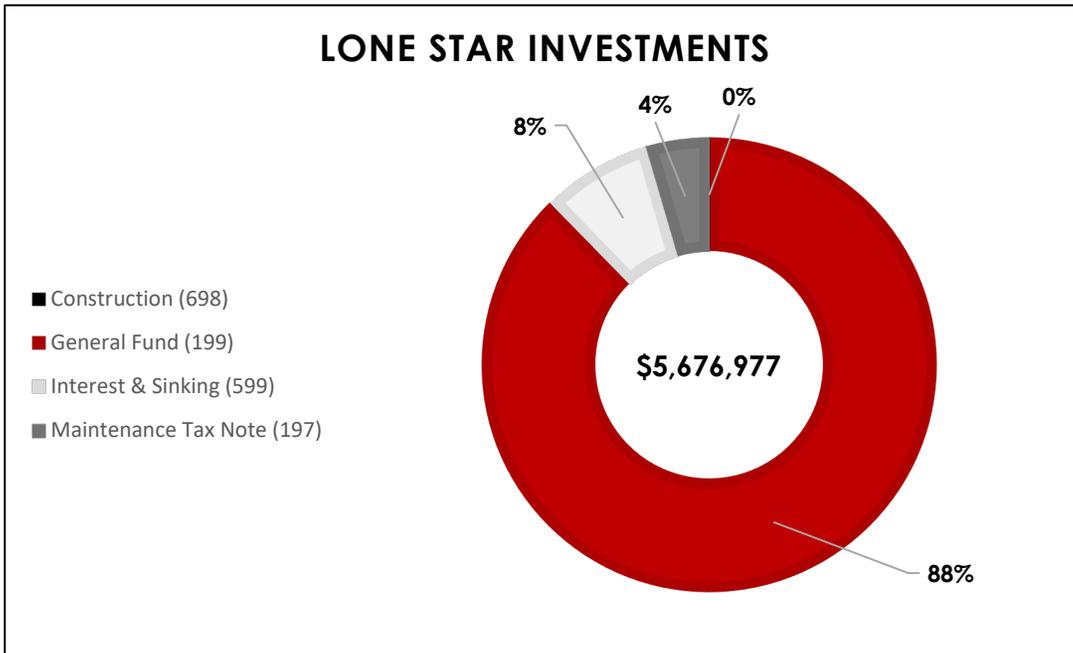
**2023-2024
Enrollment & ADA**

Current ADA % - 93.95%

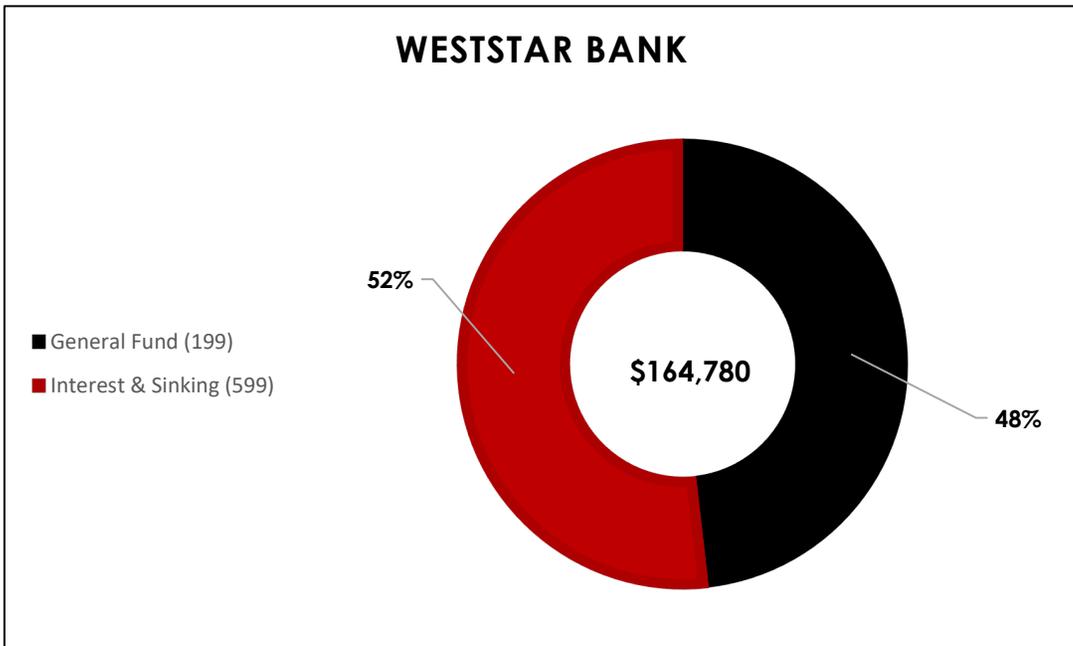


TORNILLO INDEPENDENT SCHOOL DISTRICT

As of May 31, 2024



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	5,523,162	4,975,221	(547,941)
Interest & Sinking (599)	444,302	446,352	2,050
Maintenance Tax Note (197)	254,232	255,404	1,172
Lone Star Investment Pool	\$6,221,696	\$5,676,977	(\$544,719)



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	119,826	79,404	(40,422)
Interest & Sinking (599)	76,125	85,376	9,251
WestStar Bank	\$195,951	\$164,780	(\$31,171)

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of May 31, 2024

Beginning Balance \$ 119,826

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01	154	92		150,000		(0)		(22,440)		\$ 247,632
02		148						(90,929)		\$ 156,850
03		65		200,000	(11,272)	(108,391)		(15,926)		\$ 221,327
04										\$ 221,327
05										\$ 221,327
06								(54,708)		\$ 166,618
07	4,467						(946)	(10,144)		\$ 159,995
08		29						(17,145)		\$ 142,878
09		87			(68)			(2,325)		\$ 140,572
10		68		420,000			(323,034)	(16,597)		\$ 221,009
11										\$ 221,009
12										\$ 221,009
13		130						(28,277)		\$ 192,862
14	198	14,190				(43,905)		(7,575)		\$ 155,771
15		629			(44,145)		(579)	(21,864)	(567)	\$ 89,245
16		128						(10,039)		\$ 79,334
17		12		200,000				(43,576)		\$ 235,769
18										\$ 235,769
19										\$ 235,769
20		154						(7,948)		\$ 227,975
21		507						(24,385)		\$ 204,097
22	11,566	3,908						(19,152)		\$ 200,418
23		165						(34,775)		\$ 165,809
24		143		400,000			(310,882)	(46,259)		\$ 208,811
25										\$ 208,811
26										\$ 208,811
27										\$ 208,811
28		3,167						(35,212)		\$ 176,766
29	475	126						(8,433)		\$ 168,934
30		73						(2,761)		\$ 166,246
31		30			(39,454)		(825)	(46,609)		\$ 79,388
Ending Balance									\$	79,388

Tornillo Independent School District

Monthly Summary of Investments As of May 31, 2024

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		5/1/2024				5/31/2024	
199-1110	General Operating	\$ 119,826.04	1,410,707.59	1,451,145.69	16.25	\$ 79,404.19	0.10%
197-1107	Maintenance Tax Note	\$ 254,232.16	0.00	0.00	1,171.95	\$ 255,404.11	5.4479%
199-1107	Lone Star Inv. Pool#1	\$ 5,523,162.10	799,556.58	1,370,000.00	22,502.59	\$ 4,975,221.27	5.4479%
599-1110	Interest and Sinking	\$ 76,125.02	9,243.71	0.00	7.28	\$ 85,376.01	0.10% ⁹³
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 444,301.75	0.00	0.00	2,048.13	\$ 446,349.88	5.4564%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.86	0.00	0.00	0.01	\$ 1.87	5.3207%

Statement of Compliance:

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

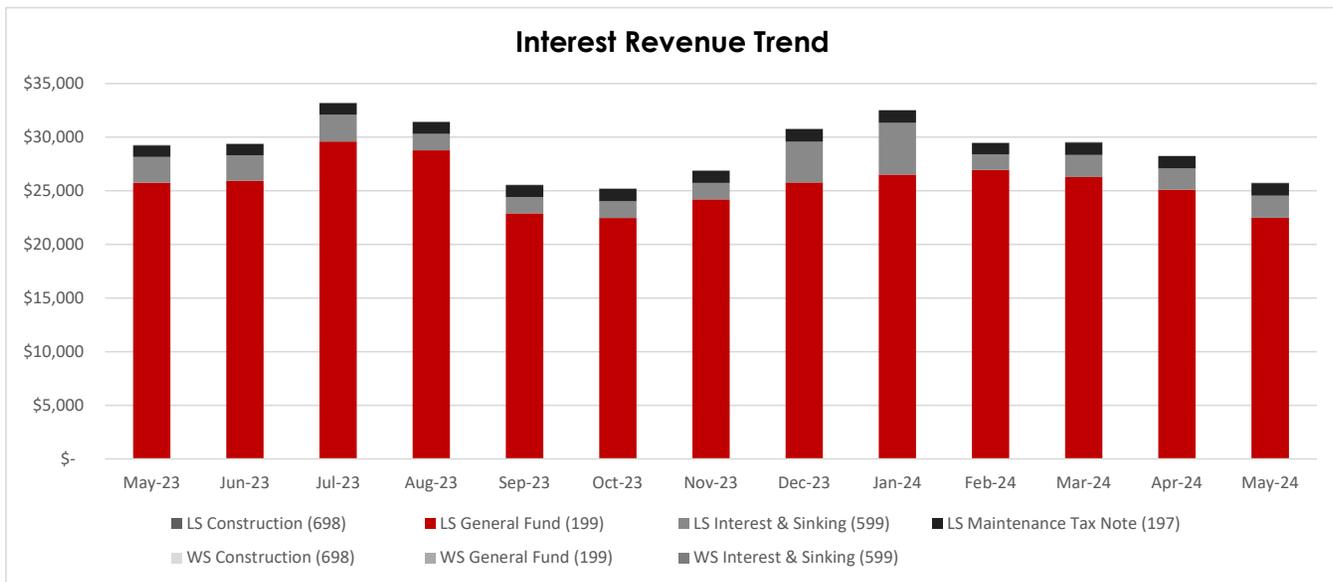
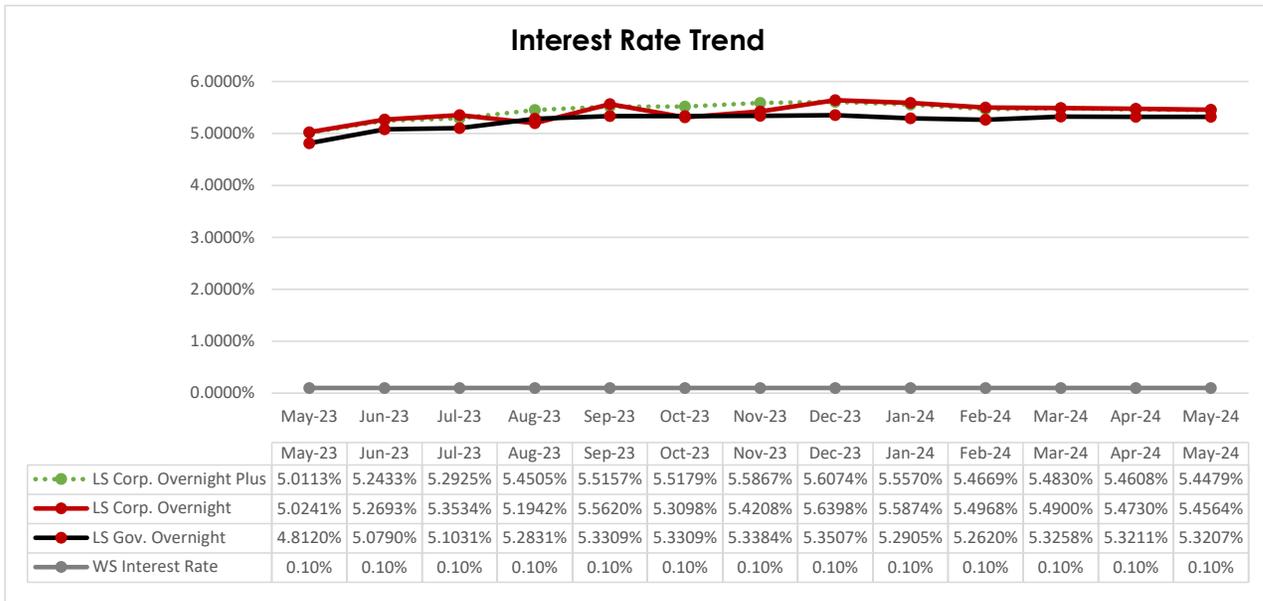


Luis Guerra, Director of Finance



TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS



Participant #: 71908

Lone Star™ May 2024
Investment Pool Monthly Statement

Statement Period: 05/01/2024 to 05/31/2024

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



Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	4,975,221.27	1.00	4,975,221.27	87.64%
Totals:				4,975,221.27	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	446,349.88	1.00	446,349.88	7.86%
	Government Overnight Fund	1.87	1.00	1.87	0.00%
Totals:				446,351.75	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	255,404.11	1.00	255,404.11	4.50%
Totals:				255,404.11	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5.44 %	5,676,975.26	1.00	5,676,975.26	100.00 %
Government Overnight Fund	0.00 %	1.87	1.00	1.87	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
Total Value:				5,676,977.13	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2024	Starting Balance	5,523,162.10			5,523,162.10
05/01/2024	Withdrawal	5,373,162.10	-150,000.00	1.00	-150,000.00
05/03/2024	Withdrawal	5,173,162.10	-200,000.00	1.00	-200,000.00
05/10/2024	Withdrawal	4,753,162.10	-420,000.00	1.00	-420,000.00
05/17/2024	Withdrawal	4,553,162.10	-200,000.00	1.00	-200,000.00
05/20/2024	Deposit	4,601,643.49 ⁹⁵	48,481.31	1.00	48,481.31

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/21/2024	Deposit GSE Antitrust Settlement Effective as of 5/1/2024	4,601,671.28	27.87	1.00	27.87
05/24/2024	Deposit	5,268,320.28	666,649.00	1.00	666,649.00
05/24/2024	Deposit	5,934,969.28	666,649.00	1.00	666,649.00
05/24/2024	Adjustment Deduct Shares double post	5,268,320.28	-666,649.00	1.00	-666,649.00
05/24/2024	Withdrawal	4,868,320.28	-400,000.00	1.00	-400,000.00
05/31/2024	Deposit	4,952,718.68	84,398.40	1.00	84,398.40
05/31/2024	Interest	4,975,221.27	22,502.59	1.00	22,502.59
05/31/2024	Ending Balance	4,975,221.27			4,975,221.27

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2024	Starting Balance	444,301.75			444,301.75
05/31/2024	Interest	446,349.88	2,048.13	1.00	2,048.13
05/31/2024	Ending Balance	446,349.88			446,349.88

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2024	Starting Balance	1.86			1.86
05/31/2024	Interest	1.87	0.01	1.00	0.01
05/31/2024	Ending Balance	1.87			1.87

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2024	Starting Balance	254,232.16			254,232.16
05/31/2024	Interest	255,404.11	1,171.95	1.00	1,171.95
05/31/2024	Ending Balance	255,404.11			255,404.11

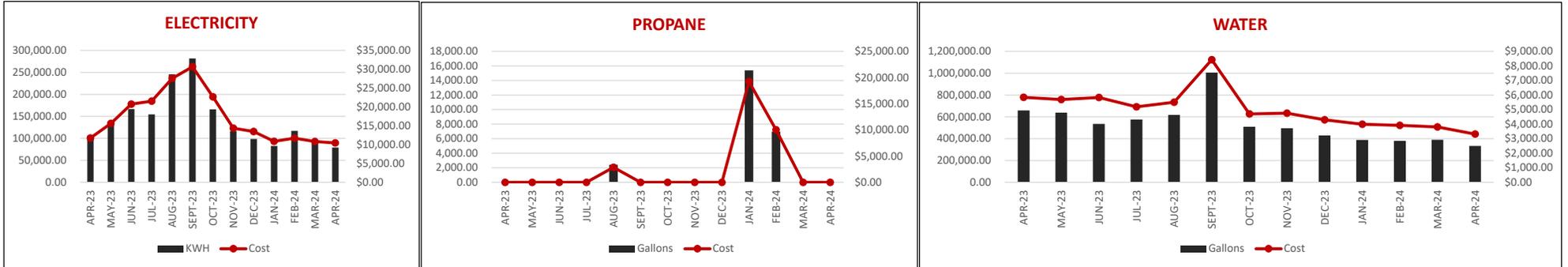
Important Information about this statement

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

TORNILLO INDEPENDENT SCHOOL DISTRICT

UTILITY USAGE AND COST

Rolling 13 Month Comparison



Utility	APR-23	MAY-23	JUN-23	JUL-23	AUG-23	SEPT-23	OCT-23	NOV-23	DEC-23	JAN-24	FEB-24	MAR-24	APR-24	Totals
Electricity:														
KWH	105,739.00	134,682.00	166,682.00	154,457.00	245,438.00	281,494.00	165,896.00	116,716.00	98,716.00	82,748.00	117,117.00	91,385.00	79,055.00	1,840,125.00
Cost	\$11,752.97	\$15,604.88	\$20,768.83	\$21,566.18	\$27,549.97	\$30,655.06	\$22,677.96	\$14,362.44	\$13,460.26	\$10,862.11	\$11,716.30	\$10,823.22	\$10,443.84	\$222,244.02
Unit Cost	\$0.11	\$0.12	\$0.12	\$0.14	\$0.11	\$0.11	\$0.14	\$0.12	\$0.14	\$0.13	\$0.10	\$0.12	\$0.13	\$0.12
Propane :														
Gallons	0.00	0.00	0.00	0.00	2,400.60	0.00	0.00	0.00	0.00	15,387.57	6,968.50	0.00	0.00	24,756.67
Cost	\$0.00	\$0.00	\$0.00	\$0.00	\$2,861.85	\$0.00	\$0.00	\$0.00	\$0.00	\$19,240.28	\$10,021.88	\$0.00	\$0.00	\$32,124.01
Unit cost	\$0.00	\$0.00	\$0.00	\$0.00	\$1.19	\$0.00	\$0.00	\$0.00	\$0.00	\$1.25	\$1.44	\$0.00	\$0.00	\$1.30
Water:														
Gallons	657,900.00	638,180.00	534,660.00	576,400.00	618,180.00	#####	508,510.00	495,240.00	428,970.00	387,910.00	380,030.00	390,280.00	333,560.00	6,955,220.00
Cost	\$5,837.77	\$5,694.18	\$5,832.11	\$5,186.41	\$5,508.62	\$8,426.50	\$4,701.99	\$4,758.58	\$4,299.24	\$3,990.14	\$3,913.99	\$3,811.35	\$3,313.08	\$65,273.96
Unit cost	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

Tornillo Independent School District

El Paso Electric Transformer Upgrades

	High School 430 Oil Mill Lighting & Fire Pump 17121	Junior High 300 Oil Mill Upgrade 17124	Intermediate 420-A Oil Mill Upgrade 17123	Elementary 19200 Gabby Upgrade 17122	Total
Paid	\$ 27,545.82	\$ 20,082.17	\$ 22,333.48	\$ 17,853.07	\$ 87,814.54
Total Reimbursed	5,338.32	20,082.17	11,791.27	17,853.07	55,064.83
Balance	\$ 22,207.50	\$ -	\$ 10,542.21	\$ -	\$ 32,749.71
Balance per EP Electric	\$ -	\$ -	\$ -	\$ -	\$ -
Write off contract expired	\$ 22,207.50		\$ 10,542.21		
Additional Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -

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Date	Reimbursements				Total
10/3/2018	\$ 1,444.95	\$ 1,465.95	\$ 4,951.78	\$ 7,552.49	\$ 15,415.17
10/15/2019	\$ 1,565.01		\$ 1,794.80	\$ 2,523.03	\$ 5,882.84
10/8/2020				\$ 1,537.64	\$ 1,537.64
11/30/2020	\$ 1,303.10				\$ 1,303.10
9/27/2021		\$ 19,105.81			\$ 19,105.81
9/15/2021	\$ 1,025.26				\$ 1,025.26
9/1/2021			\$ 1,312.08		\$ 1,312.08
9/21/2021				\$ 6,689.74	\$ 6,689.74
8/31/2022		\$ (489.59)	\$ 939.42	\$ (449.83)	\$ -
9/9/2022			\$ 2,793.19		\$ 2,793.19

TORNILLO INDEPENDENT SCHOOL DISTRICT

\$25K AND ABOVE PAYMENTS

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

Check #	Amount	Vendor	Comments
160523	\$29,555.00	Sharon Wells Consulting	Board Approved
160571	\$30,593.15	First Financial Group Of America	Consisted many invoices
160572	\$26,500.00	City Fence	Board Approved
160668	\$26,500.00	City Fence	Board Approved
160698	\$25,889.90	El Paso County	Board Approved

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

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VendorID : WestStar Bank - 100003379

679	05/09/2024	501147	Norma Aguirre		Issued	\$182.00	Employee Reimbursement Direct Deposit
680	05/17/2024	500020	Loretta Aguilar		Issued	\$175.00	Employee Reimbursement Direct Deposit
160513	05/02/2024	10171	El Paso Community College		Issued	\$700.00	Paper Check
160514	05/02/2024	10190	Fabens Oil Co.		Issued	\$2,466.37	Paper Check
160515	05/02/2024	10224	Flowers Baking Co.		Issued	\$301.77	Paper Check
160516	05/02/2024	10279	Govconnection, Inc.		Issued	\$475.00	Paper Check
160517	05/02/2024	10358	Hobby Lobby Stores		Issued	\$89.47	Paper Check
160518	05/02/2024	10475	Jose Trinidad Vazquez		Issued	\$10.00	Paper Check
160519	05/02/2024	10543	Labatt Food Service		Issued	\$4,926.79	Paper Check
160520	05/02/2024	10601	Office Depot		Issued	\$165.21	Paper Check
160521	05/02/2024	10617	Pitneybowes		Issued	\$316.05	Paper Check
160522	05/02/2024	10657	Segovia'S Distributing, Inc.		Issued	\$2,007.66	Paper Check
160523	05/02/2024	10658	Sharon Wells Consulting, Inc.		Issued	\$29,555.00	Paper Check
160524	05/02/2024	10864	Walmart Community/Capital One		Issued	\$59.04	Paper Check
160525	05/02/2024	20022	Citibank		Issued	\$15.99	Paper Check
160526	05/02/2024	20022	Citibank		Issued	\$248.96	Paper Check
160527	05/02/2024	20022	Citibank		Issued	\$13.10	Paper Check
160528	05/02/2024	20022	Citibank		Issued	\$9.25	Paper Check
160529	05/02/2024	20022	Citibank		Issued	\$222.48	Paper Check
160530	05/02/2024	20038	wholesale Lumber		Issued	\$7.96	Paper Check
160531	05/02/2024	20060	Nasco Education LLC		Issued	\$4,317.05	Paper Check
160532	05/02/2024	20114	Quinteros Meat Company Inc		Issued	\$1,318.32	Paper Check
160533	05/02/2024	20215	Spectrum Paper Co, Inc.		Issued	\$1,527.47	Paper Check
160534	05/02/2024	20484	Premier Uniforms & Tactical Gear	100	Issued	\$175.00	Paper Check
160535	05/02/2024	20488	Joe Morales		Issued	\$480.00	Paper Check

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160536	05/02/2024	20572	Dell Marketing L.P.	Issued	\$3,821.51	Paper Check
160537	05/02/2024	20606	Southwest G.C.E.P., Inc and CAFI TX Inc	Issued	\$7,950.00	Paper Check
160538	05/02/2024	20607	Vistacon III, LLC	Issued	\$24,981.37	Paper Check
160539	05/02/2024	20642	Faben's Quick Lube	Issued	\$96.00	Paper Check
160540	05/02/2024	20662	Citibank	Issued	\$67.92	Paper Check
160541	05/02/2024	20662	Citibank	Issued	\$542.48	Paper Check
160542	05/02/2024	20776	Alyssa Frausto	Issued	\$947.66	Paper Check
160543	05/02/2024	20791	Zayas Restaurant Group, Inc	Issued	\$254.93	Paper Check
160544	05/02/2024	20810	T-Mobile USA Inc.	Issued	\$300.00	Paper Check
160545	05/02/2024	20876	GH Dairy El Paso	Issued	\$992.05	Paper Check
160546	05/02/2024	20885	La Union Maze LLC	Issued	\$372.00	Paper Check
160547	05/02/2024	20895	linde gas & equipment inc	Issued	\$25.90	Paper Check
160548	05/02/2024	20902	El paso Vacuum	Issued	\$223.15	Paper Check
160549	05/02/2024	20933	Clay and Fun LLC	Issued	\$1,200.00	Paper Check
160550	05/02/2024	20963	Martin Olivas	Issued	\$1,050.00	Paper Check
160551	05/02/2024	21011	Adrian Castaneda	Issued	\$500.00	Paper Check
160552	05/02/2024	21012	Sandra I Gonzalez	Issued	\$500.00	Paper Check
160553	05/02/2024	21019	Rosalinda Hernandez	Issued	\$1,020.00	Paper Check
160554	05/02/2024	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check
160555	05/02/2024	21074	Jesus Arturo Guerrero	Issued	\$1,000.00	Paper Check
160556	05/02/2024	21077	Claudia Patricia Olivas	Issued	\$500.00	Paper Check
160557	05/02/2024	21078	Martina Alvarez	Issued	\$200.00	Paper Check
160560	05/02/2024	500899	Aimee Granados	Issued	\$452.00	Paper Check
160561	05/02/2024	501096	Brandyn Flores	Issued	\$442.00	Paper Check
160562	05/02/2024	500900	Sandra Garcia	Issued	\$1,000.00	Paper Check
160565	05/02/2024	10724	Texas AFT- Associate Membership Program	Issued	\$172.44	Paper Check

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160566	05/02/2024	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
160567	05/02/2024	20008	Texas State Teacher Association	Issued	\$96.16	Paper Check
160568	05/02/2024	20009	Association of Texas Professional Educator	Issued	\$89.78	Paper Check
160569	05/02/2024	20009	Association of Texas Professional Educator	Issued	\$89.78	Paper Check
160570	05/02/2024	20010	LegalShield	Issued	\$119.56	Paper Check
160571	05/02/2024	20011	First Financial Group of America	Issued	\$30,593.15	Paper Check
160572	05/03/2024	20578	City Fence & Pipe	Issued	\$26,500.00	Paper Check
160573	05/03/2024	21080	Robert Vazquez	Issued	\$550.00	Paper Check
160574	05/08/2024	501096	Brandyn Flores	Issued	\$460.00	Paper Check
160575	05/09/2024	10027	Amerigas Propane, L.P.	Issued	\$604.96	Paper Check
160576	05/09/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$437.73	Paper Check
160577	05/09/2024	10138	El Paso Disposal, LP	Issued	\$2,164.72	Paper Check
160578	05/09/2024	10157	El Paso Zoo	Issued	\$130.00	Paper Check
160579	05/09/2024	10543	Labatt Food Service	Issued	\$20,734.71	Paper Check
160580	05/09/2024	10630	Region 19 Education Service Center	Issued	\$900.00	Paper Check
160581	05/09/2024	10657	Segovia'S Distributing, Inc.	Issued	\$1,278.62	Paper Check
160582	05/09/2024	20022	Citibank	Issued	\$203.38	Paper Check
160583	05/09/2024	20125	Bestlink Netware Inc.	Issued	\$765.61	Paper Check
160584	05/09/2024	20215	Spectrum Paper Co, Inc.	Issued	\$641.43	Paper Check
160585	05/09/2024	20389	Mountain Desert Water LLC	Issued	\$631.06	Paper Check
160586	05/09/2024	20606	Southwest G.C.E.P., Inc and CAFI TX Inc	Issued	\$2,995.00	Paper Check
160587	05/09/2024	20709	xSPEDite School Services	Issued	\$275.00	Paper Check
160588	05/09/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	\$2,970.00	Paper Check
160589	05/09/2024	20876	GH Dairy El Paso	Issued	\$917.98	Paper Check
160590	05/09/2024	20914	Insect Lore Products	Issued	\$758.70	Paper Check
160591	05/09/2024	20919	Bob-O's Family Fun Center	Issued	\$2,050.00	Paper Check

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160592	05/09/2024	20987	Alvaro Elias	Issued	\$3,500.00	Paper Check
160593	05/09/2024	21011	Adrian Castaneda	Issued	\$500.00	Paper Check
160594	05/09/2024	21012	Sandra I Gonzalez	Issued	\$500.00	Paper Check
160595	05/09/2024	21033	Carnegie Learning Inc.	Issued	\$7,000.00	Paper Check
160596	05/09/2024	21057	Carlos Esparza	Issued	\$397.50	Paper Check
160597	05/09/2024	21064	Firia Inc	Issued	\$2,995.23	Paper Check
160598	05/09/2024	501087	Isela Alvidrez	Issued	\$316.00	Paper Check
160599	05/09/2024	10279	Govconnection, Inc.	Issued	\$1,970.20	Paper Check
160600	05/09/2024	10601	Office Depot	Issued	\$131.98	Paper Check
160601	05/09/2024	10786	College Entrance Examination Board PSAT	Issued	\$371.00	Paper Check
160602	05/09/2024	20022	Citibank	Issued	\$641.40	Paper Check
160603	05/09/2024	20022	Citibank	Issued	\$127.35	Paper Check
160604	05/09/2024	20022	Citibank	Issued	\$641.40	Paper Check
160605	05/09/2024	20022	Citibank	Issued	\$127.35	Paper Check
160606	05/09/2024	20169	El Paso County Water Improvement	Issued	\$3,313.08	Paper Check
160608	05/09/2024	10089	Claims Administrative Services, Inc	Issued	\$2,739.00	Paper Check
160609	05/15/2024	10279	Govconnection, Inc.	Issued	\$475.00	Paper Check
160610	05/15/2024	10543	Labatt Food Service	Issued	\$3,754.03	Paper Check
160611	05/15/2024	10808	Tornillo I.S.D. Cafeteria	Issued	\$237.50	Paper Check
160612	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160613	05/15/2024	20022	Citibank	Issued	\$124.02	Paper Check
160614	05/15/2024	20022	Citibank	Issued	\$385.16	Paper Check
160615	05/15/2024	20022	Citibank	Issued	\$118.81	Paper Check
160616	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160617	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160618	05/15/2024	20022	Citibank	Issued	\$2,400.72	Paper Check

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160619	05/15/2024	20022	Citibank	Issued	\$1,582.00	Paper Check
160620	05/15/2024	20022	Citibank	Issued	\$124.02	Paper Check
160621	05/15/2024	20022	Citibank	Issued	\$370.70	Paper Check
160622	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160623	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160624	05/15/2024	20022	Citibank	Issued	\$124.02	Paper Check
160625	05/15/2024	20022	Citibank	Issued	\$115.45	Paper Check
160626	05/15/2024	20022	Citibank	Issued	\$124.02	Paper Check
160627	05/15/2024	20022	Citibank	Issued	\$80.00	Paper Check
160628	05/15/2024	20022	Citibank	Issued	\$370.70	Paper Check
160629	05/15/2024	20022	Citibank	Issued	\$290.96	Paper Check
160630	05/15/2024	20022	Citibank	Issued	\$545.00	Paper Check
160631	05/15/2024	20022	Citibank	Issued	\$108.00	Paper Check
160632	05/15/2024	20022	Citibank	Issued	\$124.02	Paper Check
160633	05/15/2024	20206	Texas Excavation Safety System,	Issued	\$21.85	Paper Check
160634	05/15/2024	20215	Spectrum Paper Co, Inc.	Issued	\$1,940.80	Paper Check
160635	05/15/2024	20456	Ann Morales	Issued	\$1,197.50	Paper Check
160636	05/15/2024	20572	Dell Marketing L.P.	Issued	\$12,338.06	Paper Check
160637	05/15/2024	20662	Citibank	Issued	\$308.53	Paper Check
160638	05/15/2024	20662	Citibank	Issued	\$491.20	Paper Check
160639	05/15/2024	21011	Adrian Castaneda	Issued	\$500.00	Paper Check
160640	05/15/2024	21012	Sandra I Gonzalez	Issued	\$500.00	Paper Check
160641	05/15/2024	21054	Jungle Reef	Issued	\$601.98	Paper Check
160642	05/15/2024	21073	Education Compliance Solutions LLC	Issued	\$250.00	Paper Check
160643	05/15/2024	10808	Tornillo I.S.D. Cafeteria	Issued	\$1,018.50	Paper Check
160644	05/15/2024	20447	Super Chef Inc.	Issued	\$480.04	Paper Check

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160645	05/17/2024	10139	El Paso Electric Co.		Issued	\$17,151.26	Paper Check	
160646	05/17/2024	10190	Fabens Oil Co.		Issued	\$2,785.18	Paper Check	
160647	05/17/2024	10361	Home Depot Credit Services		Issued	\$91.33	Paper Check	
160648	05/17/2024	10543	Labatt Food Service		Issued	\$12,781.58	Paper Check	
160649	05/17/2024	10614	Perky Press		Issued	\$360.00	Paper Check	
160650	05/17/2024	10657	Segovia'S Distributing, Inc.		Issued	\$830.93	Paper Check	
160651	05/17/2024	10808	Tornillo I.S.D. Cafeteria		Issued	\$1,375.00	Paper Check	
160652	05/17/2024	20022	Citibank		Issued	\$727.92	Paper Check	
160653	05/17/2024	20022	Citibank		Issued	\$445.00	Paper Check	
160654	05/17/2024	20022	Citibank		Issued	\$243.42	Paper Check	
160655	05/17/2024	20022	Citibank		Issued	\$1,745.76	Paper Check	
160656	05/17/2024	20022	Citibank		Issued	\$115.45	Paper Check	
160657	05/17/2024	20022	Citibank		Void with Cancel	\$115.45	Paper Check	05/22/2024
160658	05/17/2024	20022	Citibank		Issued	\$146.28	Paper Check	
160659	05/17/2024	20022	Citibank		Issued	\$641.40	Paper Check	
160660	05/17/2024	20022	Citibank		Issued	\$370.70	Paper Check	
160661	05/17/2024	20022	Citibank		Issued	\$130.00	Paper Check	
160662	05/17/2024	20022	Citibank		Issued	\$276.49	Paper Check	
160663	05/17/2024	20022	Citibank		Issued	\$714.69	Paper Check	
160664	05/17/2024	20038	wholesale Lumber		Issued	\$78.90	Paper Check	
160665	05/17/2024	20115	PRO-ACTION INC.		Issued	\$215.00	Paper Check	
160666	05/17/2024	20215	Spectrum Paper Co, Inc.		Issued	\$14,729.67	Paper Check	
160667	05/17/2024	20256	Positive Directions, Co.		Issued	\$1,325.00	Paper Check	
160668	05/17/2024	20578	City Fence & Pipe		Issued	\$26,500.00	Paper Check	
160669	05/17/2024	20678	Luis Sepulveda	105	Issued	\$850.00	Paper Check	
160670	05/17/2024	20876	GH Dairy El Paso		Issued	\$805.21	Paper Check	

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160671	05/17/2024	20943	Kajitani Education	Issued	\$1,060.00	Paper Check
160672	05/17/2024	21019	Rosalinda Hernandez	Issued	\$540.00	Paper Check
160673	05/17/2024	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check
160676	05/17/2024	501005	Adriana Gonzales	Issued	\$2,382.00	Paper Check
160678	05/17/2024	20607	Vistacon III, LLC	Issued	\$14,600.00	Paper Check
160679	05/22/2024	10054	Bernie Del Hierro	Issued	\$4,862.00	Paper Check
160680	05/22/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$181.18	Paper Check
160681	05/22/2024	10157	El Paso Zoo	Issued	\$271.85	Paper Check
160682	05/22/2024	10224	Flowers Baking Co.	Issued	\$47.25	Paper Check
160683	05/22/2024	10233	Fort Stockton ISD	Issued	\$660.00	Paper Check
160684	05/22/2024	10543	Labatt Food Service	Issued	\$420.78	Paper Check
160685	05/22/2024	10617	Pitneybowes	Issued	\$200.00	Paper Check
160686	05/22/2024	10657	Segovia'S Distributing, Inc.	Issued	\$420.18	Paper Check
160687	05/22/2024	10808	Tornillo I.S.D. Cafeteria	Issued	\$64.00	Paper Check
160688	05/22/2024	20120	HB Electronics	Issued	\$738.00	Paper Check
160689	05/22/2024	20215	Spectrum Paper Co, Inc.	Issued	\$17.40	Paper Check
160690	05/22/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	\$2,133.00	Paper Check
160691	05/22/2024	20876	GH Dairy El Paso	Issued	\$66.00	Paper Check
160692	05/22/2024	20895	linde gas & equipment inc	Issued	\$26.45	Paper Check
160693	05/22/2024	20993	West Michigan Warehouse Outfitters, Inc.	Issued	\$110.00	Paper Check
160694	05/22/2024	21055	Beereaders	Issued	\$873.00	Paper Check
160695	05/22/2024	21071	Alfonso Barraza	Issued	\$2,000.00	Paper Check
160696	05/24/2024	10044	B&H Wholesale	Issued	\$130.30	Paper Check
160697	05/24/2024	10054	Bernie Del Hierro	Issued	\$5,465.00	Paper Check
160698	05/24/2024	10134	El Paso County	Issued	\$25,889.90	Paper Check
160699	05/24/2024	10157	El Paso Zoo	Issued	\$277.50	Paper Check

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160700	05/24/2024	10220	Flick's	Issued	\$60.00	Paper Check
160701	05/24/2024	10361	Home Depot Credit Services	Issued	\$411.84	Paper Check
160702	05/24/2024	10543	Labatt Food Service	Issued	\$5,585.31	Paper Check
160703	05/24/2024	10657	Segovia'S Distributing, Inc.	Issued	\$880.00	Paper Check
160704	05/24/2024	20011	First Financial Group of America	Issued	\$89.88	Paper Check
160705	05/24/2024	20022	Citibank	Issued	\$135.00	Paper Check
160706	05/24/2024	20022	Citibank	Issued	\$719.88	Paper Check
160707	05/24/2024	20022	Citibank	Issued	\$620.54	Paper Check
160708	05/24/2024	20022	Citibank	Issued	\$398.04	Paper Check
160709	05/24/2024	20022	Citibank	Issued	\$179.99	Paper Check
160710	05/24/2024	20022	Citibank	Issued	\$25.99	Paper Check
160711	05/24/2024	20022	Citibank	Issued	\$616.96	Paper Check
160712	05/24/2024	20022	Citibank	Issued	\$2,330.00	Paper Check
160713	05/24/2024	20022	Citibank	Issued	\$264.26	Paper Check
160714	05/24/2024	20022	Citibank	Issued	\$399.97	Paper Check
160715	05/24/2024	20022	Citibank	Issued	\$1,138.92	Paper Check
160716	05/24/2024	20022	Citibank	Issued	\$211.61	Paper Check
160717	05/24/2024	20038	wholesale Lumber	Issued	\$53.97	Paper Check
160718	05/24/2024	20215	Spectrum Paper Co, Inc.	Issued	\$443.34	Paper Check
160719	05/24/2024	20255	Mentru Enterprises	Issued	\$1,639.50	Paper Check
160720	05/24/2024	20447	Super Chef Inc.	Issued	\$1,401.56	Paper Check
160721	05/24/2024	20555	El Paso Bolt & Screw Co. Inc.	Issued	\$488.00	Paper Check
160722	05/24/2024	20714	Children's Home therapy specialists dba Villa Children's therapy	Issued	\$760.00	Paper Check
160723	05/24/2024	20876	GH Dairy El Paso	Issued	\$818.98	Paper Check
160724	05/24/2024	20902	El paso Vacuum	107 Issued	\$160.00	Paper Check
160725	05/24/2024	21011	Adrian Castaneda	Issued	\$500.00	Paper Check

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160726	05/24/2024	21012	Sandra I Gonzalez	Issued	\$500.00	Paper Check
160730	05/29/2024	20890	Summit K12 Holdings, Inc.	Issued	\$21,647.50	Paper Check
160731	05/31/2024	10013	Texas Department of Public Safety	Issued	\$17.00	Paper Check
160732	05/31/2024	10050	Barnes & Noble	Issued	\$5,949.30	Paper Check
160733	05/31/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$16.75	Paper Check
160734	05/31/2024	10134	El Paso County	Issued	\$12,944.95	Paper Check
160735	05/31/2024	10279	Govconnection, Inc.	Issued	\$802.50	Paper Check
160736	05/31/2024	10361	Home Depot Credit Services	Issued	\$710.72	Paper Check
160737	05/31/2024	10475	Jose Trinidad Vazquez	Issued	\$10.00	Paper Check
160738	05/31/2024	10543	Labatt Food Service	Issued	\$3,962.66	Paper Check
160739	05/31/2024	10616	Peter Piper Pizza	Issued	\$700.00	Paper Check
160740	05/31/2024	10630	Region 19 Education Service Center	Issued	\$42,300.00	Paper Check
160741	05/31/2024	10657	Segovia'S Distributing, Inc.	Issued	\$526.90	Paper Check
160742	05/31/2024	10786	College Entrance Examination Board PSAT	Issued	\$2,493.00	Paper Check
160743	05/31/2024	10870	Windstream	Issued	\$1,952.33	Paper Check
160744	05/31/2024	20022	Citibank	Issued	\$400.00	Paper Check
160745	05/31/2024	20022	Citibank	Issued	\$400.00	Paper Check
160746	05/31/2024	20022	Citibank	Issued	\$789.99	Paper Check
160747	05/31/2024	20022	Citibank	Issued	\$789.99	Paper Check
160748	05/31/2024	20022	Citibank	Issued	\$789.99	Paper Check
160749	05/31/2024	20022	Citibank	Issued	\$50.00	Paper Check
160750	05/31/2024	20022	Citibank	Issued	\$400.00	Paper Check
160751	05/31/2024	20022	Citibank	Issued	\$38.94	Paper Check
160752	05/31/2024	20038	wholesale Lumber	Issued	\$46.83	Paper Check
160753	05/31/2024	20215	Spectrum Paper Co, Inc.	Issued	\$1,115.10	Paper Check
160754	05/31/2024	20255	Mentru Enterprises	Issued	\$9,975.00	Paper Check

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160755	05/31/2024	20297	The Sherwin Williams Company	Issued	\$224.68	Paper Check
160756	05/31/2024	20397	Scholastic Testing Service, Inc.	Issued	\$328.17	Paper Check
160757	05/31/2024	20488	Joe Morales	Issued	\$500.00	Paper Check
160758	05/31/2024	20810	T-Mobile USA Inc.	Issued	\$300.00	Paper Check
160759	05/31/2024	20876	GH Dairy El Paso	Issued	\$985.18	Paper Check
160760	05/31/2024	20935	Weissman's Theatrical Supplies, Inc.	Issued	\$569.50	Paper Check
160761	05/31/2024	20963	Martin Olivias	Issued	\$900.00	Paper Check
160762	05/31/2024	21011	Adrian Castaneda	Issued	\$500.00	Paper Check
160763	05/31/2024	21012	Sandra I Gonzalez	Issued	\$500.00	Paper Check
160764	05/31/2024	21027	LEAF Capital Funding LLC	Issued	\$2,772.15	Paper Check
160765	05/31/2024	21033	Carnegie Learning Inc.	Issued	\$7,200.00	Paper Check
160766	05/31/2024	21076	Realityworks, Inc.	Issued	\$4,287.15	Paper Check
160768	05/31/2024	10724	Texas AFT- Associate Membership Program	Issued	\$172.44	Paper Check
160769	05/31/2024	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
160770	05/31/2024	20008	Texas State Teacher Association	Issued	\$96.16	Paper Check
160771	05/31/2024	20009	Association of Texas Professional Educator	Issued	\$89.78	Paper Check
160772	05/31/2024	20009	Association of Texas Professional Educator	Issued	\$89.78	Paper Check
160773	05/31/2024	20010	LegalShield	Issued	\$119.56	Paper Check
160774	05/31/2024	20011	First Financial Group of America	Issued	\$30,663.59	Paper Check
160775	05/31/2024	501081	Georgina Miramontes	Issued	\$153.00	Paper Check
160776	05/31/2024	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
160777	05/31/2024	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
160778	05/31/2024	20301	El Paso County Tax Assessor-Coll	Issued	\$8.25	Paper Check
160779	05/31/2024	20301	El Paso County Tax Assessor-Coll	Issued	\$8.25	Paper Check
10002367	05/02/2024	20765	Commerce Bank	Issued	\$11,112.55	ACH
10002368	05/09/2024	20765	Commerce Bank	Issued	\$8,686.26	ACH

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10002369	05/17/2024	20765	Commerce Bank	Issued	\$3,890.14	ACH
10002370	05/24/2024	20765	Commerce Bank	Issued	\$17,104.56	ACH
10002371	05/31/2024	20765	Commerce Bank	Issued	\$11,617.11	ACH
10002372	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002373	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002374	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002375	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002376	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002377	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002378	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002379	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002380	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002381	05/31/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
200001416	05/02/2024	10672	Southern Computer Warehouse	Issued	\$96.53	Vendor Credit Card
200001417	05/02/2024	20036	Johnstone Supply	Issued	\$9,526.12	Vendor Credit Card
200001418	05/02/2024	20052	DEMCO, Inc	Issued	\$6,160.91	Vendor Credit Card
200001419	05/02/2024	20265	4imprint, Inc.	Issued	\$2,428.82	Vendor Credit Card
200001420	05/09/2024	10070	C & M Plaque & Trophy Inc.	Issued	\$1,596.00	Vendor Credit Card
200001421	05/09/2024	10669	Sonitrol Of El Paso	Issued	\$911.50	Vendor Credit Card
200001422	05/09/2024	10672	Southern Computer Warehouse	Issued	\$141.34	Vendor Credit Card
200001423	05/09/2024	10707	TASBO	Issued	\$340.00	Vendor Credit Card
200001424	05/09/2024	10859	Verizon Wireless	Issued	\$170.14	Vendor Credit Card
200001425	05/09/2024	20017	School Specialty Inc.	Issued	\$16,453.08	Vendor Credit Card
200001426	05/09/2024	20265	4imprint, Inc.	Issued	\$582.64	Vendor Credit Card
200001427	05/09/2024	20807	Savvas Learning Company LLC	Issued	\$800.00	Vendor Credit Card
200001428	05/17/2024	10105	Continental Termite & Pest Control,	Issued	\$565.00	Vendor Credit Card

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200001429	05/17/2024	10669	Sonitrol Of El Paso	Issued	\$740.00	Vendor Credit Card
200001430	05/17/2024	10707	TASBO	Issued	\$145.00	Vendor Credit Card
200001431	05/17/2024	20036	Johnstone Supply	Issued	\$206.94	Vendor Credit Card
200001432	05/17/2024	20052	DEMCO, Inc	Issued	\$600.00	Vendor Credit Card
200001433	05/24/2024	10070	C & M Plaque & Trophy Inc.	Issued	\$471.00	Vendor Credit Card
200001434	05/24/2024	10687	Staples Advantage	Issued	\$1,025.60	Vendor Credit Card
200001435	05/24/2024	20017	School Specialty Inc.	Issued	\$3,669.59	Vendor Credit Card
200001436	05/24/2024	20036	Johnstone Supply	Issued	\$694.67	Vendor Credit Card
200001437	05/24/2024	20265	4imprint, Inc.	Issued	\$5,335.19	Vendor Credit Card
200001438	05/24/2024	20312	Service Supply	Issued	\$268.42	Vendor Credit Card
200001440	05/31/2024	10669	Sonitrol Of El Paso	Issued	\$2,433.75	Vendor Credit Card
200001441	05/31/2024	20036	Johnstone Supply	Issued	\$218.26	Vendor Credit Card

Total Checks: 297

Total Amount: 695,943.09

Txn ID	Post Date	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Paid Date	Check Number
1183491	4/12/2024	-1101.50	200001400	AP Check	200001400	AP Check	20490	Blanco Ordonez Mata & Wallace P.C.	4/12/2024	200001400
1184734	4/19/2024	-900.00	200001402	AP Check	200001402	AP Check	10070	C & M Plaque & Trophy Inc.	4/19/2024	200001402
1183476	4/12/2024	-386.00	200001394	AP Check	200001394	AP Check	10106	Data Recognition Corporation	4/12/2024	200001394
1183480	4/12/2024	-502.87	200001398	AP Check	200001398	AP Check	20052	DEMCO, Inc	4/12/2024	200001398
1184730	4/19/2024	-108.57	200001404	AP Check	200001404	AP Check	10221	Flinn Scientific, Inc.	4/19/2024	200001404
1184732	4/19/2024	-739.18	200001405	AP Check	200001405	AP Check	10229	Follett School Solutions, Inc.	4/19/2024	200001405
1183478	4/12/2024	-2192.67	200001395	AP Check	200001395	AP Check	10229	Follett School Solutions, Inc.	4/12/2024	200001395
1184744	4/19/2024	-742.50	200001406	AP Check	200001406	AP Check	10542	La Estrella	4/19/2024	200001406
1184745	4/19/2024	-182.00	200001406	AP Check	200001406	AP Check	10542	La Estrella	4/19/2024	200001406
1183487	4/12/2024	-151.98	200001396	AP Check	200001396	AP Check	10546	Lakeshore Learning Materials	4/12/2024	200001396
1184758	4/19/2024	-213.75	200001410	AP Check	200001410	AP Check	20470	O'Reilly Auto Enterprises LLC	4/19/2024	200001410
1183485	4/12/2024	-731.68	200001399	AP Check	200001399	AP Check	20470	O'Reilly Auto Enterprises LLC	4/12/2024	200001399
1184741	4/19/2024	-266.00	200001409	AP Check	200001409	AP Check	20017	School Specialty	4/19/2024	200001409 ¹¹²
1184739	4/19/2024	-198.85	200001408	AP Check	200001408	AP Check	10672	Southern Computer Warehouse	4/19/2024	200001408
1183489	4/12/2024	-2695.00	200001397	AP Check	200001397	AP Check	10703	TASB	4/12/2024	200001397
1188843	5/2/2024	-96.53	200001416	AP Check	200001416	AP Check	10672	Southern Computer Warehouse	5/2/2024	200001416
1188845	5/2/2024	-2428.82	200001419	AP Check	200001419	AP Check	20265	4imprint, Inc.	5/2/2024	200001419
1188841	5/2/2024	-6160.91	200001418	AP Check	200001418	AP Check	20052	DEMCO, Inc	5/2/2024	200001418
1191962	5/9/2024	-911.50	200001421	AP Check	200001421	AP Check	10669	Sonitrol Of El Paso	5/9/2024	200001421
1191966	5/9/2024	-800.00	200001427	AP Check	200001427	AP Check	20807	Savvas Learning Company LLC	5/9/2024	200001427
1191971	5/9/2024	-582.64	200001426	AP Check	200001426	AP Check	20265	4imprint, Inc.	5/9/2024	200001426
1191955	5/9/2024	-1596.00	200001420	AP Check	200001420	AP Check	10070	C & M Plaque & Trophy Inc.	5/9/2024	200001420
1191958	5/9/2024	-340.00	200001423	AP Check	200001423	AP Check	10707	TASBO	5/9/2024	200001423
1191960	5/9/2024	-170.14	200001424	AP Check	200001424	AP Check	10859	Verizon Wireless	5/9/2024	200001424
1191964	5/9/2024	-141.34	200001422	AP Check	200001422	AP Check	10672	Southern Computer Warehouse	5/9/2024	200001422
1191969	5/9/2024	-16453.08	200001425	AP Check	200001425	AP Check	20017	School Specialty	5/9/2024	200001425
1193671	5/17/2024	-565.00	200001428	AP Check	200001428	AP Check	10105	Continental Termite & Pest Control,	5/17/2024	200001428
1193681	5/17/2024	-600.00	200001432	AP Check	200001432	AP Check	20052	DEMCO, Inc	5/17/2024	200001432
1186777	4/25/2024	-2938.00	200001414	AP Check	200001414	AP Check	20101	Heartland Payment Systems, Inc	4/25/2024	200001414
1186776	4/25/2024	-1298.00	200001414	AP Check	200001414	AP Check	20101	Heartland Payment Systems, Inc	4/25/2024	200001414
1179791	3/28/2024	-661.66	200001384	AP Check	200001384	AP Check	10546	Lakeshore Learning Materials	3/28/2024	200001384
1186767	4/25/2024	-821.92	200001415	AP Check	200001415	AP Check	20470	O'Reilly Auto Enterprises LLC	4/25/2024	200001415

1186769	4/25/2024	-218.88	200001413 AP Check	200001413 AP Check	20099 Raymond Geddes Company Inc	4/25/2024	200001413
1193679	5/17/2024	-740.00	200001429 AP Check	200001429 AP Check	10669 Sonitrol Of El Paso	5/17/2024	200001429
1186763	4/25/2024	-3628.65	200001412 AP Check	200001412 AP Check	10706 TASB, Inc.	4/25/2024	200001412
1193683	5/17/2024	-145.00	200001430 AP Check	200001430 AP Check	10707 TASBO	5/17/2024	200001430
Commerce Total		-52410.62					

<u>Payee ID</u>	<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Pgm Year</u>	<u>Invoice Amount</u>
20022	Citibank	BkingFee	04/19/2024	160525	05/02/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	15.99
20022	Citibank	014953	04/30/2024	160526	05/02/2024	TISD Employee Appreciation Gala Supplies	461-41-6499-00-727-99-0-00		248.96
20022	Citibank	098964	05/01/2024	160527	05/02/2024	TISD Employee Appreciation Gala Supplies	461-41-6499-00-727-99-0-00		13.10
20022	Citibank	067440	04/11/2024	160528	05/02/2024	Employee Appreciation Lunch - Law Enforcement Day	199-41-6499-00-727-99-0-00		9.25
20022	Citibank	000183	04/11/2024	160529	05/02/2024	Employee Appreciation Lunch - Law Enforcement Day	199-41-6499-00-727-99-0-00		222.48
20022	Citibank	9001680183	04/22/2024	160559	05/02/2024	NHS Membership	865-00-2191-21-001-21-0-00		385.00
20022	Citibank	026760	05/08/2024	160582	05/09/2024	Lunch for Field trip	461-11-6499-00-999-23-0-00		203.38
20022	Citibank	310	04/15/2024	160602	05/09/2024	TLA Conference Hotel reservation - Eddie Reyes	199-13-6411-00-916-11-0-00		72.53
20022	Citibank	310	04/15/2024	160602	05/09/2024	TLA Conference Hotel reservation - Eddie Reyes	282-13-6411-00-001-30-0-00	2021	568.87
20022	Citibank	101A	05/09/2024	160603	05/09/2024	Flight & Hotel for Technology Instructional Specialist	211-13-6411-26-999-11-0-00	2023	127.35
20022	Citibank	107-Vega	04/19/2024	160604	05/09/2024	TLA Library Conference 2024	199-13-6411-00-916-11-0-00		48.75
20022	Citibank	107-Vega	04/19/2024	160604	05/09/2024	TLA Library Conference 2024	211-13-6411-22-044-11-0-00	2023	592.65
20022	Citibank	125A	05/09/2024	160605	05/09/2024	Flight & Hotel for Technology Instructional Specialist	211-13-6411-26-999-11-0-00	2023	127.35
20022	Citibank	119403	05/10/2024	160612	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	90290EE037170	05/04/2024	160613	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		124.02
20022	Citibank	114-5254753-2337817	05/02/2024	160614	05/15/2024	Instructional material for At Risk student projects	199-11-6399-00-001-30-0-00		385.19
20022	Citibank	90290EE037200	05/04/2024	160615	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		118.81
20022	Citibank	119404	05/10/2024	160616	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	119402	05/10/2024	160617	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	3HQRGZ	05/10/2024	160618	05/15/2024	Flight & hotel for CAMT Conference - Houston, TX	199-23-6411-00-044-11-0-00		122.99
20022	Citibank	3HQRGZ	05/10/2024	160618	05/15/2024	Flight & hotel for CAMT Conference - Houston, TX	211-13-6411-22-044-11-0-00	2023	2,277.73
20022	Citibank	072369	05/07/2024	160619	05/15/2024	Art frames	199-13-6499-00-916-11-0-00		1,582.00
20022	Citibank	90290EE037169	05/04/2024	160620	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		124.02
20022	Citibank	309-2024	05/09/2024	160621	05/15/2024	Hotel rooms for Tennis Abilene 5/7/24	181-36-6412-00-001-91-0-00		370.70
20022	Citibank	119406	05/10/2024	160622	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	119401	05/10/2024	160623	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	90290EE037173	05/04/2024	160624	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		124.02
20022	Citibank	119407	05/10/2024	160625	05/15/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	90290EE037171	05/04/2024	160626	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		124.02
20022	Citibank	10420	04/09/2024	160627	05/15/2024	TAFE membership fee	199-11-6495-00-001-22-0-00		80.00
20022	Citibank	311	05/09/2024	160628	05/15/2024	Hotel rooms for Tennis Abilene 5/7/24	181-36-6412-00-001-91-0-00		370.70
20022	Citibank	3WW4SE	04/25/2024	160629	05/15/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	290.96
20022	Citibank	5Yqj6sXys	05/03/2024	160630	05/15/2024	TAFE Conference registration fee	199-13-6411-00-001-22-0-00		545.00
20022	Citibank	1990371219	05/09/2024	160631	05/15/2024	Appreciation gifts for nurses day and speech therapist day	199-41-6499-00-727-99-0-00		108.00
20022	Citibank	90290EE037172	05/04/2024	160632	05/15/2024	Ft. Stockton hotel rooms - Baseball 5/3/24	181-36-6412-00-001-91-0-00		124.02
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6411-00-701-99-0-00		103.99
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-07-702-99-0-00		103.98
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-05-702-99-0-00		103.99

20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-04-702-99-0-00		103.99
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-03-702-99-0-00		103.99
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-02-702-99-0-00		103.99
20022	Citibank	77445852	09/28/2023	160652	05/17/2024	Hotel for TASA / TASB 2023	199-41-6419-01-702-99-0-00		103.99
20022	Citibank	HJN472C44QY	05/13/2024	160653	05/17/2024	Computer Science Assoc Conference flight for Mr. Bonilla	199-13-6411-00-916-22-0-00		445.00
20022	Citibank	459UGY	09/26/2023	160654	05/17/2024	2023 ACET Fall Conference HR Director- Flight & Hotel	199-41-6411-00-727-99-0-00		243.42
20022	Citibank	3WUDCW	04/25/2024	160655	05/17/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	1,745.76
20022	Citibank	119405	05/10/2024	160656	05/17/2024	Baseball hotel room, Hobbs 5/9/24	181-36-6412-00-001-91-0-00		115.45
20022	Citibank	620316970	10/05/2023	160658	05/17/2024	Rental for ALAS Gala	199-23-6411-00-044-11-0-00		146.28
20022	Citibank	102-Aguirre	04/19/2024	160659	05/17/2024	TLA Library Conference 2024	199-13-6411-00-916-11-0-00		48.75
20022	Citibank	102-Aguirre	04/19/2024	160659	05/17/2024	TLA Library Conference 2024	211-13-6411-22-044-11-0-00	2023	592.65
20022	Citibank	307-2024	05/09/2024	160660	05/17/2024	Hotel rooms for Tennis Abilene 5/7/24	181-36-6412-00-001-91-0-00		370.70
20022	Citibank	004162	05/14/2024	160661	05/17/2024	Bus drivers region 19 training	199-34-6239-00-934-99-0-00		130.00
20022	Citibank	113-0206666-1325859	04/23/2024	160662	05/17/2024	Supplies for TISD Employee Gala	461-41-6499-00-727-99-0-00		276.49
20022	Citibank	114-7112392-9891445	04/15/2024	160663	05/17/2024	Supplies for TISD Employee Gala	461-41-6499-00-727-99-0-00		714.69
20022	Citibank	1834086977	05/16/2024	160705	05/24/2024	Employee appreciation gifts for national police week	199-41-6499-00-727-99-0-00		135.00
20022	Citibank	4CEHQ8	05/15/2024	160706	05/24/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		100.74
20022	Citibank	4CEHQ8	05/15/2024	160706	05/24/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	619.10
20022	Citibank	110001	05/02/2024	160707	05/24/2024	Catering for Career Day	199-11-6499-00-001-22-0-00		620.54
20022	Citibank	0409	05/24/2024	160708	05/24/2024	Flight & hotel for tech instr. specialist; LaunchK5 training - Dallas, TX	211-13-6411-22-044-11-0-00	2023	398.04
20022	Citibank	111-5824389-1773011	05/16/2024	160709	05/24/2024	Items for 2024 field day	282-11-6499-00-999-30-1-00	2021	179.99
20022	Citibank	00297631	05/16/2024	160710	05/24/2024	Employee appreciation incentives	199-41-6499-00-727-99-0-00		25.99
20022	Citibank	4N2594	05/17/2024	160711	05/24/2024	Flight & hotel for tech instr. specialist; LaunchK5 training - Dallas, TX	211-13-6411-22-044-11-0-00	2023	616.96
20022	Citibank	111-2473917-0493030	05/17/2024	160712	05/24/2024	Items for 2024 field day	282-11-6499-00-999-30-1-00	2021	2,330.00
20022	Citibank	4AAC69A3DC3D16EF	05/21/2024	160713	05/24/2024	Lunch for Field trip	461-11-6499-00-999-23-0-00		264.26
20022	Citibank	2EPXT4	05/22/2024	160714	05/24/2024	Travel Accomodations for Staff travel	199-13-6411-00-918-23-0-00		399.97
20022	Citibank	000095559-1	05/14/2024	160715	05/24/2024	Shipping & Handling	461-11-6499-00-044-11-0-00		131.42
20022	Citibank	000095559-1	05/14/2024	160715	05/24/2024	Cap, Gown and Tassel Set	461-11-6499-00-044-11-0-00		310.00
20022	Citibank	000095559-1	05/14/2024	160715	05/24/2024	Cap, Gown and Tassel Set	461-11-6499-00-044-11-0-00		310.00
20022	Citibank	000095559-1	05/14/2024	160715	05/24/2024	Cap, Gown and Tassel Set	461-11-6499-00-044-11-0-00		387.50
20022	Citibank	111-1357432-1048262	05/13/2024	160716	05/24/2024	To purchase items for Finance Department.	199-41-6399-00-750-99-0-00		211.61
20022	Citibank	9001866462	05/01/2024	160728	05/24/2024	NHS items for students: pins,	865-00-2191-21-001-21-0-00		581.50
20022	Citibank	82673-100161-1021054	05/15/2024	160744	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		56.00
20022	Citibank	82673-100161-1021054	05/15/2024	160744	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	344.00
20022	Citibank	82673-100161-1021043	05/15/2024	160745	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		56.00
20022	Citibank	82673-100161-1021043	05/15/2024	160745	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	344.00
20022	Citibank	OCEIYT2P	05/15/2024	160746	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		110.59
20022	Citibank	OCEIYT2P	05/15/2024	160746	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	679.40
20022	Citibank	EDO6E2E7	05/15/2024	160747	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		110.59

20022	Citibank	EDO6E2E7	05/15/2024	160747	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	679.40
20022	Citibank	PRGY4XEE	05/15/2024	160748	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		110.59
20022	Citibank	PRGY4XEE	05/15/2024	160748	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	679.40
20022	Citibank	Z8gO	05/29/2024	160749	05/31/2024	Bus drivers region 19 training	199-34-6239-00-934-99-0-00		50.00
20022	Citibank	82673-100161-1021045	05/15/2024	160750	05/31/2024	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		56.00
20022	Citibank	82673-100161-1021045	05/15/2024	160750	05/31/2024	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	344.00
20022	Citibank	5004685	05/30/2024	160751	05/31/2024	Food for student field trip	461-11-6499-00-999-23-0-00		38.94
20022	Citibank	04165-87148927	05/29/2024	160767	05/31/2024	2023-2024 PK-8 Yearbooks	865-00-2193-04-041-04-0-00		917.00
20662	Citibank Sams Club	10167227737	04/29/2024	160540	05/02/2024	Tornillo ISD Dia Del Nino Supplies	263-61-6399-00-999-25-0-00	2024	67.92
20662	Citibank Sams Club	10166546275	04/26/2024	160541	05/02/2024	Tornillo ISD Dia Del Nino Supplies	263-61-6399-00-999-25-0-00	2024	542.48
20662	Citibank Sams Club	707639795590887067009	05/02/2024	160637	05/15/2024	Snacks/Drinks for Career Day 5/3/2024	199-31-6499-00-044-11-0-00		308.53
20662	Citibank Sams Club	997423039124090435413	05/04/2024	160638	05/15/2024	Teacher appreciation week	461-23-6499-00-044-11-0-00		491.20
20662	Citibank Sams Club	10169232921	05/04/2024	160675	05/17/2024	Teacher Appreciation week incentives	865-00-2191-14-001-14-0-00		65.74
								Citibank Total	29,432.06



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Stone Age Games
 298 Quarry Road
 Roseburg OR 97470
 United States

Tornillo ISD
 Tornillo TX
 United States

Quotation # S/00851

Quotation Date:
 06/13/2024

Expiration:
 07/13/2024

Salesperson:
 Kendra

Description	Image for Quote	Quantity	Unit Price	Taxes	Amount
Games					
[BLACK-4-WAY] Round 4 Way Table Tennis (Black Dyed) Round table tennis table. Includes custom-designed nets plasma cut and powder coated in a color of your choice. 10 YEAR WARRANTY		1.00 Units	9,820.00		\$ 9,820.00
[BLACK-UPTOW] Uptown Model (Black Dyed) Concrete table tennis table in color of your choice with grey concrete legs. All hardware is included. Includes a custom net design or our standard black checkerboard net. Be sure to read the installation instructions, a forklift or tractor with forks is required for Offloading and Installation. 10 YEAR WARRANTY		2.00 Units	7,079.00		\$ 14,158.00

Stone Age Games
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 Roseburg OR 97470
 United States

<p>[BLACK-FOOSBALL] Concrete Foosball (Black Dyed) Concrete Foosball table Smooth integrally dyed concrete table with custom stainless steel rods, plastic players and rubber handles. Comes with all Hardware for installation, steel powder-coated "L" brackets and hardware to bolt them down to existing concrete or asphalt.</p> <p>10 YEAR WARRANTY</p>		<p>2.00 Units</p>	<p>7,199.00</p>		<p>\$ 14,398.00</p>
<p>[BLACK-CHESS-BURIAL] Genius Chess Table Direct Burial (Black Dyed) Concrete and marble chess table with buried post base. 5' Post - 2 ft. to be installed in concrete. Top polished to a glass smooth surface and sealed with a quality concrete sealant.</p>		<p>4.00 Units</p>	<p>3,002.00</p>		<p>\$ 12,008.00</p>
<p>[CHINESE-CHECKERS] Concrete Chinese Checkers Table Freestanding Chinese Checkers table. Features cast in Chinese Checkers board, stone accent pieces, bolt down brackets.</p> <p>10 YEAR WARRANTY</p>		<p>1.00 Units</p>	<p>3,305.00</p>		<p>\$ 3,305.00</p>
<p>Concrete Domino Table (Black Dyed) Freestanding Domino table. Features cast in Cup holders and piece trays, raised playing surface, bolt down brackets.</p> <p>10 YEAR WARRANTY</p>		<p>1.00 Units</p>	<p>3,838.00</p>		<p>\$ 3,838.00</p>
<p>[BLACK-STOOL-BURIAL] Set of Stools - Direct Burial (Black Dyed) Concrete circular stools. Buried post style includes a 5' post, 2' to be set in concrete in alignment with tables. Smooth finish and includes a quality concrete sealant. (Pricing for stools is per pair of 2)</p>		<p>8.00 Units</p>	<p>676.00</p>		<p>\$ 5,408.00</p>
<p>[GREY-CORNHOLE] Concrete Cornhole (Natural Grey) Concrete cornhole game boards in the color of your choice. Regulation size (24" x 48"). Comes with a quality concrete sealant and steel powder coated "L" brackets and hardware to bolt down to existing concrete. (Price is for a pair of 2 game boards) (Custom logos on boards are priced by complexity and number of colors - request quote if desired)</p> <p>10 YEAR WARRANTY</p>		<p>2.00 Units</p>	<p>1,995.00</p>		<p>\$ 3,990.00</p>

Stone Age Games
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Roseburg OR 97470
United States

<p>[LADDER] Concrete Ladder Toss Concrete ladder toss game. Triple reinforced concrete with Stainless Steel toss rungs. Comes with steel "L" brackets and hardware to bolt down to existing concrete or asphalt. Finished with concrete sealant to protect from the elements. Quantity 1 is for two ladderball units or 1 set.</p> <p>10 YEAR WARRANTY</p>		<p>2.00 Units</p>	<p>2,037.00</p>		<p>\$ 4,074.00</p>
<p>Connect-4 Concrete Sides With a Stainless Steel Game Board. Comes with 2 color plastic discs</p>		<p>1.00 Units</p>	<p>3,255.00</p>		<p>\$ 3,255.00</p>
<p>Box Hockey</p>		<p>1.00 Units</p>	<p>7,199.00</p>		<p>\$ 7,199.00</p>
Subtotal					<p>\$ 81,453.00</p>
Add-ons, Accessories, and Discounts					
<p>Multi-table/Educational Discount</p>		<p>1.00 Units</p>	<p>-13,273.00</p>		<p>\$ -13,273.00</p>
<p>Paddles Quality outdoor Ping Pong Paddles. Includes a carrying case . 4 Paddles w/6 balls.</p>		<p>3.00 Units</p>	<p>115.00</p>		<p>\$ 345.00</p>
<p>Ping Pong Balls Ping Pong Balls, "3-Star" White. 50 balls per package!</p>		<p>3.00 Units</p>	<p>40.00</p>		<p>\$ 120.00</p>
<p>Foosballs (10) Foosballs, soccer look, heavy duty plastic. Comes in packages of 10.</p>		<p>2.00 Units</p>	<p>28.00</p>		<p>\$ 56.00</p>
<p>Foosball Backup parts package Back-up parts package contains 7 red and 7 blue men, 8 rubber bumpers, 8 nylon washers. This will give you back-ups for everything but the stainless rods and should last a long time. Recommended for every table order.</p>		<p>2.00 Units</p>	<p>76.00</p>		<p>\$ 152.00</p>

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 United States

Chess Pieces Master Series Chess Set, weighted plastic in classic, universally recognized Staunton design. Green felt pads on bottom. Spare queen. Black and Ivory. Comes with a set of plastic red and black checkers.		4.00 Units	45.00		\$ 180.00
Chinese Checkers Pieces Chinese Checker Marble set 6 unique colors. (MARBLES ONLY)		1.00 Units	36.00		\$ 36.00
Domino Set Dominoes Set. Double 12s, 91 piece set in sturdy tin.		1.00 Units	62.00		\$ 62.00
Artwork Single Color Single color artwork either black acid wash or outdoor concrete paint priced per set (IE: 1 artwork is for 2 cornhole boards or .5 is for a single foosball table)		2.00 Units	390.00		\$ 780.00
Cornhole Bags Cornhole Bags with outdoor plastic pellet fill. One set consists of 8 bags, 4 each in two different colors or patterns. Canvas material. (BAGS ONLY)		2.00 Units	77.00		\$ 154.00
Hockey sticks and 2 pucks		1.00 Units	135.00		\$ 135.00
				Subtotal	\$ -11,253.00
Shipping					
LTL Shipping		1.00 Units	9,800.00		\$ 9,800.00
				Subtotal	\$ 9,800.00

Total	\$ 80,000.00
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This quote does not include offloading, setup, or taxes.

Quote valid for 30 days

Payment due upon order

Stone Age Games
298 Quarry Road
Roseburg OR 97470
United States

Currency is U.S. Dollars

Visa, Mastercard, and American Express accepted

10 Year Limited Warranty - Cancellations, and returns not accepted once order is placed.

Current lead time for this order is approximately 6-8 weeks

Stone Age can hold an order due to delays on site, or unforeseen circumstances for one week. After a week, the order must be shipped to the site or an alternative storage site.

Payment terms:30 days

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

1

Permanent Concrete Game Tables



STONE AGE



CONCRETE TABLE TENNIS
BRAVADO OUTDOOR | EVERYONE PLAYS

Pricing



Uptown Model Concrete Table Tennis Custom steel net, grey legs, table tennis lines.

Natural Grey with black lines \$6,855.00

Black acid wash, black, red, or brown Integral \$7,097.00

Blue, Green, or White Integral \$7,632.00



Cantilever Model Concrete Table Tennis Black legs, custom steel net, table tennis lines.

Natural Grey with black lines \$7,632.00

Black acid wash, black, red, or brown Integral \$8,023.00

Blue, Green, or White Integral \$8,440.00



Trapezoid Model Concrete Table Tennis with 2 Grey legs, custom steel net, table tennis lines.

Natural Grey with black lines \$8,148.00

Black acid wash, black, red, or brown Integral \$8,408.00

Blue, Green, or White Integral \$8,925.00



Round 4 Way Table Tennis (New Product 2020)

Round Four Way Table Tennis makes an excellent complement to locations with regular Table Tennis Tables. Round Four Way Table Tennis allows for 2-4 players (4 is standard).

Black acid wash, Grey, brown, brick red Table \$9,820.00

Multi Color (Blue, Red, Green, Black) \$10,680.00

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

5



Dining Table Models Concrete Table Homeowners and entertainment venues like the flexibility of our dining table leg designs that facilitate seating for 10-12. Available with removable net upon request.

Black acid wash, black, red, or brown Integral \$7,632.00

Blue, Green, or White Integral \$8,440.00



Concrete Foosball Table Solid concrete top, drain holes in goals, stainless steel rods. Replaceable plastic men, rubber bumpers and handles.

Black acid wash, black, red, or brown Integral \$7,199.00

Blue, Green, or White Integral \$7,845.00



Concrete Fooosball Table

All the features of our regular Foosball table, but with twice the fun! Two times the rods and men makes this a great 4-8 person game.

Black, red, grey or brown Integral Color \$13,110.00



Concrete Cornhole Boards

One piece concrete Cornhole Boards. Custom colors and logo pricing by request.

Natural Grey \$1,995.00

Black, red, or brown Integral Color \$2,037.00

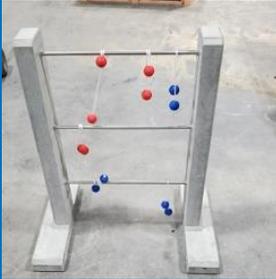
Blue, Green, or pure white \$2,416

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS



Concrete Ladder Ball

Concrete Ladder ball posts with stainless steel bars.

Natural Grey, black, brown or brick red \$2,037.00

Blue, green, or white \$2,416.00



Genius Chess Table Freestanding

Available in Freestanding or Direct Burial Post. Features marble inlay chess board, stone accent pieces, bolt down brackets and available with recycled glass content.

Grey \$3,106.00

Black, brown, or brick red \$3,305.00

Green or white \$3,705.00

Recycled Glass Content \$298.00



Genius Chess Table Direct Burial

Available in Freestanding or Direct Burial Post. Features marble inlay chess board, stone accent pieces, bolt down brackets and available with recycled glass content

Grey \$2,623.00

Black, brown, or brick red \$3,002.00

Green or white \$3,452.00

Recycled Glass Content \$298.00

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

7



Chinese Checkers Table

Available in Freestanding or Direct Burial Post. Features cast in board for marbles, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding grey or black \$3,106.00

Integral brown, or brick red \$3,305.00

Integral white or green \$3,705.00



Domino Table

Available in Freestanding or Direct Burial Post. Features cast in piece holders, beverage holders, bolt down brackets and available with recycled glass content.

Freestanding grey or black \$3,995.00

Integral brown, or brick red \$4,222.00

Integral white or green \$4,445.00



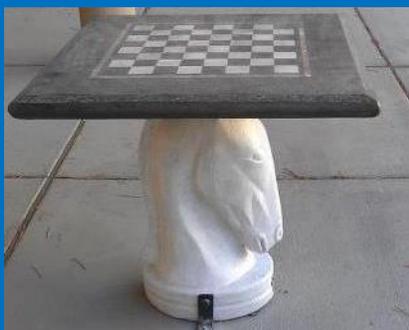
Backgammon Table

Available in Freestanding or Direct Burial Post. Features marble inlay Backgammon board, stone accent pieces, bolt down brackets and available with recycled glass content.

Freestanding grey \$3,429.00

Integral black, brown, or brick red \$3,618.00

Integral white or green \$3,829.00



Knight Chess Table

One Piece Knight base chess table. Marble inlay chess board, stone accent pieces, available with recycled glass content for color and beauty.

Black \$4,418.00

White \$4,818.00

STONE AGE



CONCRETE TABLE TENNIS

BRAVADO OUTDOOR | EVERYONE PLAYS

8



Chess Stools (per pair)

Chess stools with bolt down brackets. Custom colors available on request. (Freestanding or Direct Burial to match your table)

Set of Stools Grey \$576.00

Black, brown, or brick red \$676.00

White or Green \$726.00



Concrete Shuffleboard

First in the world concrete shuffleboard tables. Our monolith tops are the result of 8 years of playful precision concrete design.

Grey Concrete with Brown Sliding Surface and Board Stain Pattern.

12' \$16,399.00 16' \$19,898.00 22' \$28,990.00



Concrete Poker Table

Solid Concrete Octagon Poker table with cast chip trays and cup holders. Custom colors and logos by request.

Black Integral Color \$9,819.00

STONE AGE



CONCRETE TABLE TENNIS
BRAVADO OUTDOOR | EVERYONE PLAYS

WHO WE ARE

Bravado Outdoor Products specializes in unique, permanent concrete recreational equipment for parks, schools, entertainment venues and home use. Bravado Promotes healthy physical and social activity for all ages and physical activity levels. Everybody plays! Our strong background in Government and construction contract sales makes us the only choice for permanent concrete games in North America. Our focus on beauty and craftsmanship makes us the inspired choice for entertainment venues and fine homes.

OUR PHILOSOPHY

We are the essence of post industrialism. Industrial quality is only a starting point. The ending point is to inspire joy through craftsmanship and to change places into a spontaneous combustion of activity, fun and innovative spirit.

QUALITY

Our finished products are satin smooth. Ball bounce and play meet ITTF standards except for the durable steel nets. Our nets are 3/8" steel with powder coating. Our nets are ALWAYS custom designed for each unique project! Underneath all that beauty, the engineering is overdesigned for long term durability. All Bravado tables are produced using our proprietary triple reinforced concrete. We finish the tables using quality anti-graffiti coating for long term beauty even in the roughest public venues.



STONE AGE



CONCRETE TABLE TENNIS
BRAVADO OUTDOOR | EVERYONE PLAYS

The Bravado Advantage

- 👁️ Bravado produces the highest quality concrete game tables worldwide.
- 👁️ Bravado Manufactures our own products in our own facility. Unlike the competition who completely outsources their product. Made by hand to our stringent specifications by Bravado concrete artisans in our cutting-edge facility.
- 👁️ Every piece has been professionally engineered for public use and to last for decades in any environment.
- 👁️ Concrete game tables are ALL we do at Bravado. We are the leader in outdoor concrete games products so 100% of our research, engineering, design and production goes into making the highest quality game tables possible.
- 👁️ Bravado has sold concrete game tables around the world to resorts, schools, cities, military, home owners and even Olympic Committees as far away as Doha, Qatar. We have the experience to get it right and delivered safely to any location.
- 👁️ Bravado offers customization options concrete colors, custom designed plasma cut nets and powder coat colors so every table is one of a kind for your project.
- 👁️ There is no sales tax in Oregon so buying from Bravado can potentially save you hundreds if not thousands of dollars on your projects.
- 👁️ Bravado is comprised of individuals who love Table Tennis and our chosen games. We take pride in playing our games, promoting the sport and making our products true to the regulations and specifications of the ITTF. While ensuring our products last for generations.
- 👁️ Bravado Tables are Triple reinforced with steel and two kinds of fiber reinforcement using our proprietary process to ensure the highest quality of concrete finish and best longevity in the concrete industry.



BuyBoard Current Vendors - Texas

Vendor	Address Line 1	City	State	ZIP	Effective	Expiration	Contract
Bravado Outdoor Products(E)(I)(T)	298 Quarry Road	Roseburg	OR	97470	10/1/2022	9/30/2025	Parks and Recreation Equipment, Products, and Installation 679-22
Brazos Media Technologies LLC(E)(I)(T)	3617 Franklin Avenue	Waco	TX	76710	6/1/2024	5/31/2027	Audio Visual Equipment and Supplies 739-24
Brazos Tractor & Equipment LLC(E)(I)(T)	1350 S velasco	Angleton	TX	77515	6/1/2023	5/31/2026	Grounds Maintenance Equipment, Parts, and Supplies 706-23
Brazos Trailer Manufacturing LLC(E)(I)(T)	22488 Interstate 20	Wills Point	TX	75169	7/1/2021	6/30/2024	Rental Services of Construction Equipment, Vehicles, and Other Equipment 646-21
Brazos Trailer Manufacturing LLC(E)(I)(T)	22488 Interstate 20	Wills Point	TX	75169	12/1/2022	11/30/2025	Trailers, Optional Equipment, Parts and Maintenance Repair Service 687-22
Breakthrough Communications (Azle Communications Solutions, LP)(E)(I)(T)	3620 Byers Avenue	Fort Worth	TX	76107	4/1/2023	3/31/2026	Radio Communications and Video Recording Products and Services 696-23
Briggs & Stratton Corporation(E)(I)(T)	12301 West Wirth Street	Wauwatosa	WI	53222	10/1/2022	9/30/2025	Farm, Livestock, and Ranch Equipment and Products 680-22
Briggs & Stratton Corporation(E)(I)(T)	12301 West Wirth Street	Wauwatosa	WI	53222	6/1/2023	5/31/2026	Grounds Maintenance Equipment, Parts, and Supplies 706-23
Briggs Equipment Co.(E)	10540 Stemmons Fwy	Dallas	TX	75220	12/1/2022	11/30/2025	Construction, Road and Bridge, and Other Related Equipment 685-22
Bright Thinker, Inc.(E)(I)(T)	1800 Lakeway Dr.	Lewisville	TX	75057	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
BRINC Drones Inc.(E)(I)(T)	3668 Albion Pl N3	Seattle	WA	98103	12/1/2023	11/30/2026	Unmanned Aerial Vehicles and Surveillance Services 718-23
Broadway Motors (dba Bill Williams Tire Center)(E)(I)(T)	1500 Rankin Hwy	Midland	TX	79701	3/1/2024	2/28/2027	Tires, Tubes, Supplies and Equipment 729-24
Brooks Duplicator Company(M)(E)(I)(T)	10402 Rockley Road	Houston	TX	77099	11/1/2021	10/31/2024	Instructional Materials and Classroom Teaching Supplies and Equipment 653-21
Brown & Root Industrial Services, LLC(E)(I)(T)	8121 Broadway, Suite 200	Houston	TX	77081	12/1/2021	11/30/2026	Regional Job Order Contracting (Gordian eziQC) 660-21
Brown & Root Industrial Services, LLC(E)(I)(T)	8121 Broadway, Suite 200	Houston	TX	77081	4/1/2024	3/31/2029	Job Order Contracting (RSMMeans) 728-24

(M) - MWBE (E) - EDGAR Received (D) - Designated Dealer (I) - No Israel Boycott (T) - No Foreign Terrorist Orgs



Finance Department

19200 Cobb Street

Tornillo, TX 79853

Phone 915.765.3010

MEMORANDUM

To: Members of the Board of Trustees
From: Myrna Lopez, Principal Tornillo PK-8
Subject: Purchase of Math Program, Grades 3-5
Date: June 13, 2024

HISTORY: There has been a significant improvement in math scores these past few years at the 3rd-5th grade levels. The math STAAR scores in grades 3-5 have increased by at least 15%. Teachers have utilized Sharon Wells, a comprehensive program that supports teachers with training, planning and curriculum for the last 3 years.

RATIONALE: The goal is to provide all students with strong Tier 1, Tier 2, and Tier 3 instruction in math. In addition to the curriculum, Sharon Wells Math provides teachers with face-to-face training and implementation every 6 weeks. As part of this training, teachers practice and model math lessons coming up the following 6 weeks. The program also comes with online assessments for 3rd through 5th grade that mirror the state assessment format on the EdCites platform.

BUDGET IMPACT: A total of \$29,520 is the cost for Sharon Wells. The July PD and Curriculum will be paid using Transcend Grant Funds and the remaining will come from supplemental funding under State Comp Education and Bilingual funding.

July PD and Curriculum- \$5, 275.00 (Transcend Grant Funds, 3rd-5th Grade)
September-May Curriculum- \$24, 245.00 (State Comp Ed Funds & Bilingual Funds)

-----Total Budget Impact \$29,520

ADMINISTRATIVE RECOMMENDATION:

We are requesting approval of the purchase of Sharon Wells math program.

SHARON WELLS MATHEMATICS CURRICULUM INC.

P.O. Box 689 Edinburg, Texas 78539

Phone (956) 688-6284 Fax (956) 688-6285

SHARONWELLS.COM

EIN #71-0881334 CPE PROVIDER # 500252

**2024-2025 COMPREHENSIVE CORE / FULL DAY CURRICULUM PROPOSAL
TORNILLO ISD**

Comprehensive Core Curriculum Fee and Printing/Shipping Fees are due by October 1, 2024

Comprehensive Core Curriculum Fee

6 Grade-Level training sessions per contract 3.0 hour sessions - Limit of 25 Participants

Spanish translations available upon request for an extra fee \$400 per grade level.

Grade 3	1 Contract @	\$ 7,850.00	\$	7,850.00
Grade 4	1 Contract @	\$ 7,850.00	\$	7,850.00
Grade 5	1 Contract @	\$ 7,850.00	\$	7,850.00

PRINTING / SHIPPING ANNUAL GRADE LEVEL FEE

1 Master per grade per six weeks	\$ 500.00 x 3 Grades	\$	1,500.00
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Professional Development Expenses

Total Daily Expenses	\$ 450.00 x 9 Total Days (of instruction)	\$	4,050.00
(This amount includes Airfare, Hotel & Rental Car)			

DIGITAL COMPONENT: Teacher Access to Guided and Independent Practice Materials.

12 Teachers @	\$ 35.00	(This is a per Teacher License)	\$	<u>420.00</u>
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TOTAL \$ 29,520.00

**PROFESSIONAL SERVICES AND SITE LICENSE AGREEMENT
BETWEEN
TORNILLO INDEPENDENT SCHOOL DISTRICT
AND
SHARON WELLS MATHEMATICS CURRICULUM, INC.**

THIS PROFESSIONAL SERVICES AND SITE LICENSE AGREEMENT ("Contract" or "Agreement") is made and entered into by and between the Tornillo Independent School District ("District"), 19200 Cobb Ave. Tornillo, TX 79853 and Sharon Wells Mathematics Curriculum, Inc. ("Sharon Wells Mathematics"), P.O. Box 689, Edinburg, Texas 78540, effective on August 1, 2024.

WHEREAS, District desires to hire Sharon Wells Mathematics to perform services and grant a site license as set forth in this Contract;

WHEREAS, District has determined that such services and site license are in support of its educational objectives;

NOW THEREFORE, in consideration of the mutual promises herein contained, and other good and valuable consideration, the parties hereto agree as follows:

1. OBLIGATIONS OF SHARON WELLS MATHEMATICS AND DISTRICT

Sharon Wells Mathematics agrees to provide the following services to District during the term of this Agreement, and District agrees to accept the services and perform its obligations as stated herein:

1. Performance of Services. Sharon Wells Mathematics will provide the Services described on Exhibit "A" attached hereto and incorporated herein at this point for all purposes and will use proper professional standards in providing the Services to District. The Services may be conducted in person or by videoconference as determined by Sharon Wells Mathematics in its sole and absolute discretion. Sharon Wells Mathematics will provide an access link for all videoconference training and District agrees not to sell, trade, transfer, or share the access link with any unauthorized participant. District will provide a list, in advance, of the authorized videoconference participants. District and its participants may not record or broadcast audio or video of any in person or videoconference sessions. Sharon Wells Mathematics reserves the right to deny participation in these sessions to anyone who engages in or is reputed to engage in unethical or non-compliant practices. No title to or ownership of any portion of the Sharon Wells Mathematics' training, or to any proprietary or intellectual property right related therein, is transferred by virtue of this Contract. The Sharon Wells Mathematics course and training shall remain the sole and exclusive property of Sharon Wells Mathematics.

2. Site License. Sharon Wells Mathematics grants District a License for District to utilize Materials provided by Sharon Wells Mathematics as follows:

a. **Ownership Rights.** All information, materials, or products developed by Sharon Wells Mathematics and utilized in performance of this Contract shall be the property of Sharon Wells Mathematics. A limited license (the site license) for the use of such materials is granted and is set forth on the cover sheet of the materials as follows:

© Sharon Wells Mathematics Curriculum, Inc. 2024 – 2025.

Possession of the attached materials together with an executed limited license Agreement for these materials constitutes a limited license to the contracting party to reproduce paper copies and use the copies of the attached materials ONLY during the Contract period set out herein and for the purposes of the instruction contracted in advance in this matter, and only in classrooms in this contracting entity (the site) to reproduce and use the materials in their classroom ONLY during the Contract period. None of the materials may be converted to digital format and stored on magnetic or optical media or transmitted, in whole or in part, in any form or by any means, electronic or mechanical, including but not limited to e-mail. Any subsequent or other use or reproduction of the attached materials without the prior written consent of Sharon Wells Mathematics Curriculum, Inc. is expressly prohibited.

b. License Period and Scope. The limited rights granted are for grades Three (3), Four (4) and Five (5) ONLY (hereinafter sometimes the contracted grade levels) at all of the District's campuses providing instruction in the contracted grade levels (collectively "contracting campus"). All limited licenses granted herein or in any prior contract between the parties shall terminate at the termination of this Contract.

ATTENTION: THIS IS A LICENSE, NOT A SALE. BY AGREEING TO THE TERMS OF THIS CONTRACT, DISTRICT ACKNOWLEDGES THAT IT IS BEING GRANTED A LIMITED SITE LICENSE ONLY, SUBJECT TO ALL THE TERMS AND CONDITIONS STATED HEREIN.

The Sharon Wells Mathematics Curriculum is provided under the following license Agreement which defines what you may do with the program and contain limitations on warranties and/or remedies. This license is granted by Sharon Wells Mathematics for classroom use of the Program in District's contracting campus and constitutes District's agreement to be bound by all the terms and conditions contained in this license.

Sharon Wells Mathematics Curriculum, Inc. ("Sharon Wells Mathematics", "we", or "us") provides District with a paper master copy of curriculum and other printed materials (collectively called the "Program" or "Materials") and grants District a restricted, non-exclusive, non-transferable limited site license to use the Program in accordance with the terms of this License. The copyright and all other rights to the Program shall remain the property of Sharon Wells Mathematics and is ONLY LICENSED TO DISTRICT FOR THE TERM OF THIS CONTRACT. DISTRICT MUST REPRODUCE ANY COPYRIGHT OR OTHER NOTICE MARKED ON THE PROGRAM ON ALL COPIES DISTRICT MAKES.

DISTRICT MAY: Implement this Program in the classrooms of DISTRICT'S contracting campus for the contracted grade levels during the term of this Contract ONLY.

DISTRICT MAY NOT: Use the Program in any manner not described above, including but not limited to: a) allow any materials under this limited license to be used in classrooms not a part of the DISTRICT'S contracted campus at any time; b) recording the program or any of its materials in electronic, digital or optical form (including, but limited to CD, DVD, hard drive, USB or flash drive format); c) reproduce or transmit copies by any means, including but not limited to photocopier facsimile, or telecopier except as provided in the Limited Print License granted herein; d) distribute or make the Program available over a network where it can be used by multiple users. The provisions of this paragraph shall continue in force and effect even after any termination of this Contract.

DISTRICT MAY: Print or reproduce copies of the materials for use of District personnel employed in District's contracting campus during the term of this Contract under the provisions herein. If the District is printing the materials itself, the District will merely inform Sharon Wells Mathematic prior to printing of the number and distributees for the printed materials. If using a third-party printer, the District shall obtain prior written authorization from Sharon Wells Mathematics as to the Material to be copied, the number, timing and quality of copies to be made, intended distributees, and the printing facility to be used for the printing ("Limited Print License"). The District's shall request authorization by completing the form provided by Sharon Wells mathematics for such purpose. Sharon Wells Mathematics shall make available on request a list of preferred printing facilities approved for the printing, however, District will be allowed to use a non-preferred printing facility provided that the printing facility is capable of printing the materials in the quantity, quality and typeset required by Sharon Wells Mathematics and the printing facility agrees pay the required license fee to Sharon Wells Mathematics. District will only contract with the printing facility to print the authorized number of copies and agrees to ensure that any print ready file that Sharon Wells Mathematics will provide for the printing is destroyed upon completion of the authorized print job. The permission granted herein is a non-exclusive and non-transferrable right to make a specified number of Paper Copies of the Materials, as approved by Licensor, Sharon Wells Mathematics. The District as Licensee agrees to the terms of this Limited Print License upon the terms and conditions herein. Sharon Wells Mathematics shall have no obligation to deliver the print ready file of the Materials until the printing facility has agreed to Sharon Wells Mathematics' terms for reprinting the materials and the required license fee has been paid in full to Sharon Wells Mathematics by the printing facility.

DISTRICT MAY NOT: Rent, lease, lend, sell, redistribute, assign, or transfer the Program, modify the Program or merge all or any part of the Program with another program. The provisions of this paragraph shall continue in force and effect even after any termination of this Contract.

DISTRICT MAY NOT: Disassemble, modify, or create derivative works of the Program, this includes any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law). Any attempt to do the foregoing is a violation of the rights of Sharon Wells Mathematics and its licensors. You agree to assign all right, title and interest to such derivative works to Sharon Wells Mathematics. The provisions of this paragraph shall continue in force and effect even after any termination of this Contract.

If District commits a breach of any of the foregoing restrictions barring unauthorized reproduction, use, or transmission of the Program, District agrees to pay a separate limited license fee (set forth in paragraph 1.2.c. of this Agreement) to Sharon Wells Mathematics for each derivative work wrongfully created, and for each Program or portion thereof, or derivative thereof, which is wrongfully copied, distributed, or used without authorization. The parties agree that the foregoing payment is required under this Contract as an additional fee and compensation and is not a payment of damages, and that the fee shall be payable to Sharon Wells Mathematics upon demand to District. The provisions of this paragraph shall continue in force and effect even after any termination of this Contract.

It is recognized and acknowledged by the parties that a breach or violation by District of any or all of its agreements contained herein will cause irreparable harm and damage to Sharon Wells Mathematics in a monetary amount which would be virtually impossible to ascertain. As a result, District recognizes and acknowledges that will Sharon Wells Mathematics be entitled to a temporary restraining order and/or injunction from any court of competent jurisdiction enjoining and restraining any breach or

violation by District and/or its employees, representatives, or agents, either directly or indirectly, of any or all of the agreements contained herein. Such right to a temporary restraining order and/or injunction will be cumulative and in addition to whatever other rights or remedies Sharon Wells Mathematics may possess, at law or in equity. Nothing contained in this Agreement will be construed to prevent Sharon Wells Mathematics from seeking and recovering from District the damages suffered by Sharon Wells Mathematics as a result of any breach or violation by District and/or its employees, representatives, or agents of the agreements contained herein. The provisions of this paragraph shall continue in force and effect even after any termination of this Contract.

The terms of this license will govern any upgrades provided by Sharon Wells Mathematics that replace and/or supplement the original Program, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

DISTRICT AGREES, UPON TERMINATION OF THIS AGREEMENT, TO IMMEDIATELY DESTROY ALL COPIES, FULL OR PARTIAL, OF THE PROGRAM

c. Compensation. Sharon Wells Mathematics shall be paid Twenty-Nine Thousand Five Hundred Twenty Dollars (\$29,520.00) for the contracting grade levels in the 2024-2025 school year (the "limited license fee"), inclusive of a fee for printing and shipping of one master copy per contracted grade level to District / Campus at the rate of \$500.00 per copy per grade. This total compensation for the specified license in the amount of Twenty-Nine Thousand Five Hundred Twenty Dollars (\$29,520.00) is payable on or before October 1, 2024. Sharon Wells Mathematics shall also be paid additional amounts by District as provided in this Contract and further defined in Exhibit "A".

d. Warranty. This is a program designed to assist classroom teachers in teaching mathematics to elementary students. Implementation of the Program lies with the school and its administrators. The program is provided on an "as is" basis, without any other warranties or conditions, expressed or implied, including, but not limited to, warranties of merchantable quality, satisfactory quality, merchantability or fitness for a particular purpose, or those arising by law, statute, usage of trade, or course of dealing. This program is not a substitute for good teaching or administrative supervision. This Program does not undertake to teach materials for grades other than the contracted grade levels. The entire risk as to the results and performance of the program is assumed by District. Neither Sharon Wells Mathematics, nor our consultants, shall have any liability to District or any other person or entity for any indirect, incidental, special, or consequential damages whatsoever. We are also not responsible for claims by a third party. Our maximum aggregate liability and that of our consultants shall not exceed the total amount of One Thousand and No/100ths Dollars (\$1,000.00), and District shall hold Sharon Wells Mathematics harmless from all other liability for Services rendered and the Program provided under this Agreement. The limitations in this section shall apply whether or not the remedy is sufficient. The Limitations of Warranties and Liabilities set forth herein shall continue in force and effect even after any termination of this Contract.

3. Administration. Sharon Wells Mathematics will communicate with the Administrator(s) designated by District regarding the administration of the Services and this Agreement. Notwithstanding anything herein to the contrary, District will not have or exercise control over the manner in which the professional services of Sharon Wells Mathematics are performed as would jeopardize the status of Sharon Wells Mathematics as an independent contractor.

4. Quality of Services. Sharon Wells Mathematics will continually work to improve the quality of the Services furnished to District. In furtherance thereof, Consultant agrees to fully cooperate with personnel designated by District.

5. Records. Sharon Wells Mathematics shall, at Sharon Wells Mathematics' expense, keep or cause to be kept for one (1) year following provision of the Services accurate and complete records in an adequate filing system. Sharon Wells Mathematics shall furnish District on written request copies of all such records to the extent such records are not prohibited from disclosure to District by applicable law.

6. Ethics. Sharon Wells Mathematics shall insure that, in performing the Services under this Agreement, Sharon Wells Mathematics uses its best and most diligent efforts and professional skills, performs professional services, and renders the Services in accordance with and in a manner consistent with the highest standards of Sharon Wells Mathematics' profession and complies with all applicable laws and regulation

2. SHARON WELLS MATHEMATICS' COVENANTS AND WARRANTIES

Sharon Wells Mathematics makes the following representations and warranties to District with respect to each employee of Sharon Wells Mathematics or contractor providing Services hereunder:

a. **Licensure.** Each employee or contractor of Sharon Wells Mathematics is duly licensed, if required, to provide the Services in the State of Texas.

b. **Sole Source.** Sharon Wells Mathematics is the copyright holder and sole source for the Program.

3. PARTIES' RELATIONSHIP

Sharon Wells Mathematics, at all times will act as an independent contractor providing the Services and will not act or hold itself out to third parties as an employee or agent of District in the provision of the Services or Program under this Agreement. The District shall not control how the results, or the details of the Services are provided and/or achieved. As an Independent Contractor, Sharon Wells Mathematics shall supply its own tools, equipment, materials, supplies for use in presenting and/or labor as may be necessary to complete the Services described in Exhibit "A" attached hereto; SAVE AND EXCEPT District shall supply adequate locations for presentation of the Program at each scheduled session, including but not limited to providing overhead projectors and screens, teachers' tables and chairs, teachers' authorized copies of the materials presented, teachers' authorized sets of additional materials as described in correspondence from Sharon Wells Mathematics to District, which is incorporated herein by reference, (eg: base ten blocks, etc.) and shall not rely on or require the District to supply any of the above, unless otherwise specified in this Agreement.

4. TAXES AND BENEFITS

District will not withhold income tax or Social Security tax on behalf of Sharon Wells Mathematics or any of Sharon Wells Mathematics' partners, employees, subcontractors, or agents. In addition, none of the foregoing will have any claim under this Agreement or otherwise against District for vacation pay, sick leave, unemployment insurance, worker's compensation, retirement benefits,

disability benefits, or employee benefits of any kind. Sharon Wells Mathematics will have exclusive responsibility for the payment of any such taxes and will discharge such responsibility fully.

5. INCURRING FINANCIAL OBLIGATION

Sharon Wells Mathematics will incur no financial obligation on behalf of District without prior written approval of the District's Superintendent of Schools.

6. CONSULTATION

While this Agreement is in effect, the parties understand that Sharon Wells Mathematics, its employees and contractors will be the exclusive source of providing the Services.

7. FEES TO SHARON WELLS MATHEMATICS

Sharon Wells Mathematics shall be paid Twenty-Nine Thousand Five Hundred Twenty Dollars (\$29,520.00) as set forth in paragraph 1.2.c. above, payable on or before October 1, 2024.

In addition, Sharon Wells Mathematics shall be reimbursed by District for all actual costs incurred for travel to and from the District (airline cost or mileage, as actually used by employee or contractor of Sharon Wells Mathematics), meals, hotel room, parking, rental car expense and other expenses at the rates specified in the attached Exhibit "A". This compensation is payable regardless of the number of District's participants, which shall be limited to a maximum of 25 persons per presentation and is due and payable upon receipt by District of an itemized statement from Sharon Wells Mathematics.

8. DISTRICT RESPONSIBILITY IN CONDUCT OF SESSIONS

The District shall be responsible for limiting the number of participants to a maximum of 25 attendees at any session and for the monitoring and control of such attendees to insure a professional learning environment. The District shall also be responsible for providing adequate authorized copies of the presentation materials for each participant.

9. ACCESS TO BOOKS AND RECORDS

Sharon Wells Mathematics recognizes that District is a participant in governmental payment programs. In connection with such programs, Sharon Wells Mathematics agrees to cooperate with District and provide to District reasonable assistance in District's efforts to meet the requirements for participation in and payment under such programs.

10. NON-DISCRIMINATION

Sharon Wells Mathematics will not discriminate on the basis of race, color, sex, age, religion, national origin, or handicap in providing services under this Agreement or in the selection of associates, employees, or independent contractors.

11. TERM AND TERMINATION OF AGREEMENT

a. **Term.** The term of this Agreement shall commence on the day and year first above written and shall end on the last day of regularly scheduled classes for the contracted grade levels for the 2024-2025 school year, unless sooner terminated as provided herein.

b. **Termination with Cause.** If either party fails to observe or perform in a material manner any term or condition of this Agreement to be performed or observed by such party, the aggrieved party shall send written notice specifying the nature of the alleged default. If the default is not fully cured within ten (10) business days after giving of the notice, then the aggrieved party may elect to terminate this Agreement and pursue any and all rights and remedies available to such party pursuant to this Agreement or pursuant to applicable law.

c. **Post Termination.** Following termination of this Contract, District shall have no rights of any kind to possess or use the Program and Materials provided under this Contract.

12. NOTICES

Any notices or payments permitted or required by this Agreement shall be deemed made on the day personally delivered in writing or mailed by certified mail, postage prepaid, to the other party at the address set forth below or to such other persons and address as either party may designate in writing:

If to the Consultant:	Sharon Wells Mathematics Attn: Vanessa Hamel P.O. Box 689 Edinburg, Texas 78540
If to District:	Tornillo Independent School District 19200 Cobb Ave. Tornillo, TX 79853 Attn: Superintendent of Schools

13. LAW

The interpretation and enforcement of this Agreement shall be governed by the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in Hidalgo County, Texas, where exclusive venue of any proceeding regarding this Agreement shall lie.

14. NO IMPLIED WAIVER

Any waiver of enforcement of any provision or waiver of any breach of this Agreement, whether or not recurring, shall not be construed as a waiver of any subsequent enforcement or breach.

15. SEVERABILITY

The invalidity or unenforceability of any provisions of this Agreement will not affect the validity or enforceability of any other provision.

16. ASSIGNABILITY

The District may not assign Sharon Wells Mathematics' rights or obligations under this Agreement without Sharon Wells Mathematics' written consent. Sharon Wells Mathematics may not assign Sharon Wells Mathematics' rights or obligations under this Agreement without District's written consent. Any assignment in violation of this provision shall give the other party hereto the right to terminate this Agreement immediately, upon written notice to the other party hereto.

17. AMENDMENTS

Any amendments to this Agreement will be effective only if in writing and signed by the District and Sharon Wells Mathematics.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

19. INTERPRETATION

The section headings and defined terms used herein are for convenience only and do not limit the contents of this Agreement.

20. VARIATIONS OF PRONOUNS

All pronouns and all variations thereof shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons or entity may require.

21. AUTHORIZATION FOR AGREEMENT

The execution and performance of this Agreement by District and Sharon Wells Mathematics have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Sharon Wells Mathematics and District in accordance with its terms.

22. ADDITIONAL PROVISIONS

Notwithstanding anything to the contrary contained elsewhere herein, District and Sharon Wells Mathematics hereby covenant and agree as follows:

The compensation to be paid to Sharon Wells Mathematics by District is reasonable considering amounts charged by others in the same or similar geographic area for similar services.

IN WITNESS WHEREOF, District has caused its name to be hereunto subscribed by a duly authorized employee thereunto and a duly authorized officer of Sharon Wells Mathematics Curriculum, Inc. has hereunto subscribed his name as of the day and year first written above.

DISTRICT:

SHARON WELLS MATHEMATICS:

Tornillo Independent School District

Sharon Wells Mathematics Curriculum, Inc.

BY: _____

BY: _____
Vanessa G. Hamel, Chief Operating Officer

Exhibit "A"

SHARON WELLS MATHEMATICS CURRICULUM INC.

P.O. Box 689 Edinburg, Texas 78539

Phone (956) 688-6284 Fax (956) 688-6285

SHARONWELLS.COM

EIN #71-0881334 CPE PROVIDER # 500252

**2024-2025 COMPREHENSIVE CORE / FULL DAY CURRICULUM PROPOSAL
TORNILLO ISD**

Comprehensive Core Curriculum Fee and Printing/Shipping Fees are due by October 1, 2024

Comprehensive Core Curriculum Fee

6 Grade-Level training sessions per contract 3.0 hour sessions - Limit of 25 Participants

Spanish translations available upon request for an extra fee \$400 per grade level.

Grade 3	1 Contract @	\$ 7,850.00	\$	7,850.00
Grade 4	1 Contract @	\$ 7,850.00	\$	7,850.00
Grade 5	1 Contract @	\$ 7,850.00	\$	7,850.00

PRINTING / SHIPPING ANNUAL GRADE LEVEL FEE

1 Master per grade per six weeks \$ 500.00 x 3 Grades \$ 1,500.00

Professional Development Expenses

Total Daily Expenses \$ 450.00 x 9 Total Days (of instruction) \$ 4,050.00
(This amount includes Airfare, Hotel & Rental Car)

DIGITAL COMPONENT: Teacher Access to Guided and Independent Practice Materials.

12 Teachers @ \$ 35.00 (This is a per Teacher License) \$ 420.00

TOTAL \$ 29,520.00



Minutes of Regular Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, Texas
Wednesday, May 29, 2024

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

5:30 PM –
5:31PM

- A. Establish a quorum and call the meeting to order
The meeting was called to order at 5:30 PM by Board President, Marlene Bullard, and it was established that a quorum was present.

MEMBERS PRESENT:

Marlene Bullard, President
Ida Estrada, Vice President
Ofelia Bosquez, Secretary
Maria Saldaña
Enrique Vega

MEMBERS ABSENT:

Daniel Dozal
Hector Lopez

- B. Pledge of Allegiance to the United States
Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America
- C. District Mission and Vision
Ofelia Bosquez, Board Secretary, read the District vision and mission.

2. **(OTHER) Superintendent's Report**

5:31PM –
5:37PM

- Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Report.
No Action Necessary.

3. **(OTHER) District Recognitions**

5:37PM –
5:50PM

- A. TISD Band Recognition - Jawn Glass Band of Distinction Award
Mrs. Rosa Vega-Barrio, Superintendent, recognized the TISD band.
No Action Necessary.

5:50PM –
5:55PM

- B. TISD May Hard Hat Award
Mrs. Rosa Vega-Barrio, Superintendent, presented the TISD May Hard Hat Award to Nuvia Hernandez, Lizeth Chavez, & Rosie Hernandez.
No Action Necessary.

5:55PM –
6:00 PM

4. **(OTHER) Open Forum**

- Marco Tristan, Community Services Project Manager, participated in open forum.
He recognized students in the adult education program.

Marlene Bullard made the motion for a break, Ofelia Bosquez seconded the motion.

6:00PM –
6:05PM

Motion Passed Unanimously.

Meeting resumed at 6:05 PM.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

5. Lone Star Governance

A. Student Outcome Monitoring:

6:05PM –
6:18PM

1. Goal 1: GPM 1.1 & 1.2
2. Goal 2: GPM 2.1 & 2.2

Ms. Karina Schulte, Instructional Specialist, presented the Board of Trustees with Goal 1 & Goal 2 updates.

No Action Necessary.

6:18PM –
6:20PM

B. Law Enforcement Students - Security Certifications

Mr. Raymond Bonilla, CTE Coordinator, presented the Board of Trustees with students who received their security certifications.

No Action Necessary.

6:20PM –
6:21PM

C. (Accountability 1) Review Board's Time Use Tracker

Ms. Marlene Bullard, Board President, facilitated the review of the board's time use tracker.

No Action Necessary.

6:21PM –
6:22PM

6. (ADVOCACY) Community Engagement on Student Outcome Goals – None

7. (VISION Y) Information / Reports / Presentations

6:22PM –
6:23PM

A. Financial Reports-Information Only

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for April 2024.

No Action Necessary.

6:23PM –
6:25PM

B. Discussion of Intruder Detection Audit Report Findings

Mr. Carlos Garcia, District Safety Supervisor, presented the Board of Trustees with the Intruder Detection Audit Report Findings.

No Action Necessary.

6:25PM –
6:26PM

C. Annual Required Emergency Safety Drills

Mr. Carlos Garcia, District Safety Supervisor, presented the Board of Trustees with the Annual Required Emergency Safety Drills.

No Action Necessary.

6:26PM –
7:01PM

D. District Spring Climate Survey Results

TISD Counselors presented the Board of Trustees with the District Spring Climate Survey Results.

No Action Necessary.

7:01PM –
7:02PM

E. 2023-2024 Annual Screening Report

Ms. Claudia Beanes, THS Counselor, presented the Board of Trustees with the 2023-2024 Annual Screening Report.

No Action Necessary.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

8. (VISION Y) Board Items

7:02PM –
7:05PM

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

1. Consider Approval to Purchase Playground Equipment with TCLAS Decision 11 Grant

Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the purchase of playground equipment using TCLAS Decision 11 grant.

Motion to approve. This motion, made by Ofelia Bosquez and seconded by Enrique Vega, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:05PM –
7:06PM

B. Discussion and Possible Action Regarding Nomination for TASB Board Region 19 Seat

Ms. Marlene Bullard, Board President, presented the Board of Trustees with the Nomination for TASB Board Region 19 Seat.

Motion to approve. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:06PM –
7:11PM

C. Discussion and Possible Action to Submit Resolutions for 2024-2026 Advocacy Agenda

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with Resolutions for 2024-2026 Advocacy Agenda.

Motion to approve with resolution #6 removed and #9 revised. This motion, made by Ofelia Bosquez and seconded by Enrique Vega, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:11PM –
7:24PM

D. Consider Approval of Tornillo ISD Service Agreement with Region 19 for TSDS Services

Ms. Lizeth Chavez, HR / Compliance Director, presented the Board of Trustees with the Tornillo ISD Service Agreement with Region 19 for TSDS Services.

Motion to approve. This motion, made by Ofelia Bosquez and seconded by Marlene Bullard, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:24PM –
7:28PM

E. Consider Approval of Disposal and Sale of Outdated Instructional Material

Mr. Luis Garcia, Data Fellow, presented the Board of Trustees with the Disposal and Sale of Outdated Instructional Material.

Motion to approve. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:28PM –
7:48PM

F. 2024-2025 Budget Workshop

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the 2024-2025 Budget Workshop.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Motion to approve. This motion, made by Ofelia Bosquez and seconded by Ida Estrada, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

7:48PM –
7:49PM

9. **(STRUCTURE) Consent Agenda**

(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)

Motion to approve ALL items on consent agenda. This motion, made by Ofelia Bosquez and seconded by Enrique Vega, Passed. Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ida Estrada: Yea, Maria Saldana: Yea, Enrique Vega: Yea Yea: 5, Nay: 0

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

- 1. Regular Board Meeting Minutes - April 24, 2024
- B. Consider Approval of Donations
- C. Consider Approval of Disposal - Technology Equipment and Other
- D. Consider Approval of Engagement Letter with Gibson, Ruddock Patterson LLC
- E. Consider Approval of Budget Amendments
- F. Consider Approval of Stipend Chart for the 2024-2025 School Year
- G. Consider Approval of 2024-2025 School Year Teacher Salary Pay Scale
- H. Consider Approval of 2024-2025 School Year Non-Teacher Salary Pay Scale

7:49PM –
7:50PM

10. **Next Meeting Tentative Date:** June 19, 2024

There being no further business, Ofelia Bosquez made the motion and Enrique Vega seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 7:50 PM.

Marlene Bullard Date
President, Board of Trustees

Ofelia Bosquez Date
Secretary, Board of Trustees



**Board of Trustees Calendar of Meetings Dates
 2024 – 2025**

Date	Location	Time	Type	Notes
Wednesday, August 28, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, September 25, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, October 30, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, November 20, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, January 22, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, February 26, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, March 26, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, April 30, 2025	W.E. Neil Building	5:30 PM	Regular	Formative Evaluation of Superintendent
Wednesday, May 28, 2025	W.E. Neil Building	5:30 PM	Regular	
Wednesday, June 18, 2024	W.E. Neil Building	5:30 PM	Regular	
Wednesday, July 30, 2025	W.E. Neil Building	5:30 PM	Regular	

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



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



COUNTY DISTRICT NO. 071-908

AGREEMENT NUMBER: _____

AGREEMENT

BETWEEN THE EDUCATION SERVICE CENTER – R19

AND

TORNILLO INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT WILL BE IN EFFECT FOR THE PERIOD

September 1, 2024, through August 31, 2025

**NAME OF PROGRAM: MIGRANT EDUCATION PROGRAM
SHARED SERVICES ARRANGEMENT**

**THE AUTHORIZED SIGNATURES BELOW INDICATE ACCEPTANCE OF ALL THE
TERMS OF THIS AGREEMENT.**

Dr. Armando Aguirre
Executive Director
Education Service Center – R19

Mrs. Rosy Vega-Barrio
Superintendent
Tornillo Independent School District

SERVING THE EDUCATIONAL COMMUNITIES OF EL PASO & HUDSPETH COUNTIES

AGREEMENT

TO: TORNILLO INDEPENDENT SCHOOL DISTRICT
FROM: EDUCATION SERVICE CENTER – REGION 19
SUBJECT: FISCAL AGENT SERVICES FOR THE MIGRANT SHARED SERVICES ARRANGEMENT 2024 - 2025

When duly completed and signed by appropriate authority this agreement between the Tornillo Independent School District and the Education Service Center – Region 19 becomes effective September 1, 2024, through September 30, 2025.

Education Service Center – Region 19 will provide Migrant Education fiscal agent services to Tornillo Independent School district to include the following:

- Annual audit of Shared Services Arrangement (SSA) funds
- Quarterly accounting of expenditures/reports to be submitted to TEA.
- Application preparation
- Preparation of amendments/revisions to SSA budget/program
- Accountability for The New Generation System (NGS) student record database
- Payroll of Migrant Personnel
- Coordination of Migrant Program

Education Service Center-Region 19 will be compensated for its services rendered hereunder only if, as, and to the extent, Title I Migrant Education Funds are received; the Tornillo ISD has no obligation to make payment from any other source to ESC-Region 19. This Agreement is made subject to the receipt of said Title I Migrant Education Funds and may be curtailed or terminated to the extent such funds are not received.

This AGREEMENT is for the dates specified above and will be renewed only upon mutual consent and agreement. Any digressions from the services to be provided will be only upon mutual consent and agreement.

Dr. Armando Aguirre
Executive Director
Education Service Center – R19

Date

Mrs. Rosy Vega-Barrio
Superintendent
Tornillo Independent School District

Agreement for Participation in the ESEA, Title 1 Migrant

EDUCATION SERVICE CENTER – R19 MIGRANT EDUCATION
SHARED SERVICES ARRANGEMENT

2024 – 2025

In cooperation with the Education Service Center – Region 19, the Tornillo Independent School District agrees to:

1. Provide supporting documentation to the fiscal agent on the preparation of the application.
2. Assign appropriate personnel to assist the Education Service Center.
3. Provide office space, meeting rooms, equipment and utilities as needed for the Summer Program and Migrant Parent Advisory Council Meetings.
4. Provide release time for all personnel working with migrant students to attend in-service training on a need basis.
5. Request expenditures for migrant purposes only.
6. Appoint tornillo Independent School District Migrant Education Program Designee and provide the leadership necessary.
7. Designate an administrative contact for the coordination of services for all migrant students.
8. Upon the end of this agreement, materials and equipment located at Tornillo ISD will remain the responsibility of the district to use and dispose of them. Carry-over amounts will remain with the ESC Migrant Education Program.

In cooperation with school districts in the Education Service Center – Region 19 Migrant Education Shared Services Agreement, the Education Service Center agrees to:

1. Serve as fiscal agent and coordinate services for migrant students.
2. Prepare and submit applications, budgets, and amendments to the Texas Education Agency, and keep files on supporting documents provided by participants.
3. Coordinate all project activities with the Division of Migrant Education, Texas Education Agency.
4. Employ qualified migrant personnel as defined by the guidelines of the Texas Migrant Program and approved in the SAS 478.
5. Maintain applicable records and data for personnel employed by the Shared Services Arrangement as described in TEA's Financial Accounting and Reporting System.
6. Maintain payroll records of employees to support data.
7. Establish salaries of migrant personnel in accordance with the ESC-Region 19 salary schedule and maintain this information as the fiscal agent.
8. Prorate salaries of any personnel hired after the initiation of the project according to the number of days remaining in the school year.
9. Maintain records for student eligibility on the New Generation System student record database.
10. Generate an ESC-Region 19 purchase order for P.O. requisitions with shipment and billing to ESC. Maintain an audit trail of all purchases and deliver material to appropriate personnel.
11. ESC Region 19 instructional officers will provide supplemental instruction through the academic school year for students receiving migratory services. The core of all instructional support will center on math and literacy (reading and writing); consistent student progress monitoring of supplemental instruction and interventions will be monitored and shared with LEA program leads.
12. Organize and coordinate in-service training for personnel working with migrant students.
13. Provide migrant consultant service, to the SSA school district in the form of:
 - a. Inservice training for administrators, teachers, aides, recruiters, counselors, and nurses.
 - b. Professional and technical assistance in project planning, evaluation, and design
 - c. Assistance in reviewing student eligibility forms and records transfer system forms.
 - d. Professional and technical assistance in the selection of instructional materials and supplies.

- e. Orientation and explanation of the Texas Migrant program to community groups.
 - f. Assistance in the identification and recruitment of migrant students, including an annual verification of certificates of eligibility for a sample of eligible students.
14. Coordinate the establishment of the Shared Service Arrangement Parent Advisory Council. Maintain files of supporting documents of training provided for participants.
 15. Provide clerical support services to meet the needs of the Tornillo ISD Migrant Parent Advisory Council.
 16. Coordinate with the Tornillo ISD a need-based migrant parent and staff development program to meet the needs of migrant students ages 3 through Pre-K on an as needed basis.
 17. Purchase, use and dispose of all equipment and materials for the program as required by TEA's Financial Accounting and Reporting System. Upon the end of this agreement, equipment and materials located at the ESC will remain the responsibility of the fiscal agent. Equipment and materials purchased for use at Tornillo ISD will remain the responsibility of the district, balances of unspent funds remain with ESC Region 19.
 18. In the event this arrangement is terminated by either party, all unspent funds remain with ESC Region 19. When a new district enters the SSA and comes with roll forward monies, those funds will be flowed back to the district for use with the current year.
 19. Provide pre and post test data for all migrant children identified age 3 through grades 12 as needed for the migrant application.
 20. Use title I Migrant funds to supplement, not supplant, local and state funds.

SCHOOL DISTRICT

Tornillo Independent School District

Superintendent Signature
Mrs. Rosy Vega-Barrio

Date

EDUCATION SERVICE CENTER – REGION 19

Executive Director Signature
Dr. Armando Aguirre

Date

MEMORANDUM

Action Required: _____

To: Mrs. Rosa Vega-Barrio, Superintendent
Tornillo ISD
From: Barbara Amaya, Director
ESC 19 Migrant Education Program
Date: June 11, 2024
Subject: Assignment of Designees

To improve communication and coordination please complete this form by designating a specific person(s) for listed assignments. Please complete this form and return to 6611 Boeing Dr., El Paso, Texas 79925.

ASSIGNMENT

NAME OF PERSON ASSIGNED

Superintendent
Designee

Lizeth Carroll, Human Resources/Compliance Dir.
Name Title

Role/Function: Superintendent Designee will review and sign the Migrant Certificate of Eligibility (COE) to verify that the information is complete and correct. The COE is an auditable record and has a five-day turnaround timeline. This person must receive a one-day mandatory training on completing COEs provided by the Education Service Center Region 19 Migrant Education Program.

Migrant Advisory
Council Representative (MAC)

Laura Zuniga, Migrant Program Specialist
Name Title

Role/Function: Your District Migrant Advisory Council Representative will serve in an advisory capacity to assist in planning the Education Service Center Region 19 Migrant Education Program regional events. This representative is required to attend the monthly MAC meetings held at the education Service Center Region 19.

Tornillo Migrant Parent
Advisory Council Representative

Luz Salazar, 915-304-3092, 18971 Cielo Drive
Name of Migrant Parent Phone Address

Role/Function: The Migrant parent representing the Education Service Center Region 19 Shared Services Arrangement will be involved in the planning implementation and evaluation of the Co-op. Shared Service Arrangement Members is required to have a representative. This representative will meet on monthly basis at the Education Service Center Region19 to serve as a member of the MEP focus group.

By strengthening our collaboration, we will improve the quality of services for the Migrant students. Thank you for collaborating with us as we strive towards the achievement of excellence and equity for all students. Should you have any questions please contact me (915) 780-5311.

EDUCATION SERVICE CENTER REGION 19
MIGRANT EDUCATION PROGRAM
SHARED SERVICES ARRANEMENT

Superintendent Designee Authorization

As a member of the Education Service Center Region 19 Shared Service Arrangement, I authorize Barbara Amaya, Director for the Migrant Education Program at the Education Service Center Region 19, to sign a Superintendent Designee for the District Performance Report.

Mrs. Barbara Amaya will respond to any questions regarding the Performance Report.

Mrs. Rosy Vega-Barrio, Superintendent

Date



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

T-TESS

Texas Teacher Evaluation Support System



2024-2025

T-TESS Reference Manual

TORNILLO INDEPENDENT SCHOOL DISTRICT

Vision: Believe we can succeed; with pride we will achieve.

Mission: Tornillo ISD's Mission is to empower our learning community to live their purpose by honoring values and beliefs for a holistic postsecondary journey.

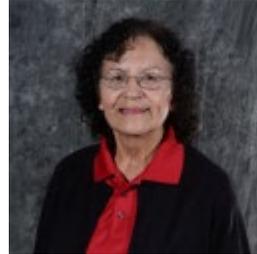
BOARD MEMBERS



Marlene Bullard
President



Ida Estrada
Vice-President



Ofelia Bosquez
Secretary



Daniel Dozal
Trustee



Hector Lopez
Trustee



Maria Kika Saldana
Trustee



Enrique Vega
Trustee



Rosy Vega-Barrio
Superintendent

The Tornillo Independent School District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy. Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator and to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended: Superintendent, 19200 Cobb Avenue, Tornillo, TX 79853, (915) 765-3000.

T-TESS Reference Manual

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Introduction

T-TESS (Texas Teacher Evaluation and Support System) is the Texas recommended appraisal process to evaluate teachers and establish a system of support. T-TESS focuses on providing continuous, timely and formative feedback to educators so they can improve their practice.

Purpose

The Tornillo ISD T-TESS Reference Manual has been put together to ensure that you are informed on the different components that guide Tornillo ISD and the implementation of T-TESS for the 2024-2025 school year. Throughout this manual, you will find:

- **District T-TESS Calendar:**
Information on the District appraisal schedule and procedures associated with T-TESS.
- **T-TESS Domains and Dimensions:**
These are descriptors used in the T-TESS rubric. The Domains and Dimensions were created with the Texas Teacher Standards as the foundation of T-TESS. (For additional detailed information, download the T-TESS Teacher Handbook at <https://teachfortexas.org>.)
- **New Hire Orientation Information:**
Schedule of T-TESS Orientation Information provided to those teachers hired after the initial District training in July 2024.
- **T-TESS Frequently Asked Questions:**
Easily accessible information on the most commonly asked questions regarding the T-TESS.
- **Policy and Regulations:**
Tornillo ISD guideline on what and how to implement the T-TESS.

T-TESS Components

1. Goal-Setting
2. Evaluation Cycle (pre-conference, observation, post-conference)
3. Student Growth

Teacher Appraisal Calendar

Appraisal Process Timelines:

Excluded Observation Days No appraisal observations may be conducted the day before or after a school holiday or the day of district or state testing.

Complete by September 06, 2024 Goal Setting (All Teachers)

Complete by February 28, 2025 Announced Observation

Complete by March 26, 2025 Post Observation Conference

Complete by April 25, 2025 Minimum of 2 Walk-Throughs with Feedback per 9 Weeks, per Appraisee.

Complete by May 08, 2025 Complete EOY Summative Goals / Conferences

- All T-TESS Appraisers must be T-TESS certified.
- All Post Observation Conferences must be completed within five (5) to seven (7) working days after the observation.
- Appraisers should ensure that all teachers have been T-TESS trained prior to beginning the appraisal cycle.
- T-TESS training for teachers hired after July 31, 2024 will be trained within one month of their hire date. Please contact the respective Campus Principal or the Human Resources Manager for orientation / training information. Appraisals may not begin until 3 weeks after the training is completed.
- “Teacher Response and Appeal” and “Request for Second Appraiser” information is included in the following section.

Teacher Response and Appeals and Request for Second Appraiser

A teacher may submit a written response or rebuttal at the following times:

- a. After receiving a written observation summary, or any other written documentation associated with the teacher's appraisal; and or
- b. After receiving a written summative annual appraisal report. §150.1005(a)

Any written response or rebuttal must be submitted within ten (10) working days of receiving written observation summary, a written end of year annual report, or any other documentation associated with the teacher's appraisal. At the discretion of the appraiser, the time period may be extended to 15 working days. §150.1005(b)

A teacher may request a **second appraisal** by another appraiser at the following times:

- a. For Domains I, II, and III, as identified in §150.10052(a), after receiving a written observation summary with which the teacher disagrees; and/or
- b. For Domain IV, as identified in §150.1002(a), after receiving a written end of year annual appraisal report with which the teacher disagrees.

Within ten (10) working days of receiving a written observation summary or written end of year appraisal report, the teacher shall submit a hard copy request to the Human Resources Manager to include the name of the campus, the name of the teacher's appraiser along with the date of receipt of the written observation summary and written summative annual appraisal report.

If a teacher requests a second appraisal by another certified district appraiser, the second appraiser will be determined in accordance with the following:

- The second appraiser will be randomly selected by the Superintendent or designee from a pre-established roster of trained appraisers.
- Trained Appraisers: Campus Administrators; Instructional Coordinator; and Superintendent.
- The formal observation for a second appraisal shall be unscheduled.

The second appraisal shall make observations and walk-throughs as necessary to evaluate Domains I through III. The second appraiser shall use cumulative data from the first appraisal to evaluate Domain IV. Cumulative data may also be used by the second appraiser to evaluate other domains. §150.1005

Should the teacher desire written comments in response to the written summative annual appraisal report, said written request must be made of the appraiser within ten (10) working days of receiving the report. The appraiser must respond within ten (10) working days of receipt of the request. A teacher desiring to present a grievance concerning his/her appraisal will utilize the procedure outlined in the District Policy DGBA.

T-TESS Domains and Dimensions

Domain I: Planning

Dimensions:

- 1.1- Standards and Alignment
- 1.2- Data and Assessment
- 1.3- Knowledge of Students
- 1.4- Activities

Domain II: Instruction

Dimensions:

- 2.1- Achieving Expectations
- 2.2- Content Knowledge and Expertise
- 2.3- Communication
- 2.4- Differentiation
- 2.5- Monitor and Adjust

Domain III: Learning Environment

Dimensions:

- 3.1- Classroom and Environment, Routines and Procedures
- 3.2- Managing Student Behavior
- 3.3- Classroom Culture

Domain IV: Professional Practice and Responsibilities

Dimensions:

- 4.1- Professional Demeanor and Ethics
- 4.2- Goal Setting
- 4.3- Professional Development
- 4.4- School Community Involvement

Domain V: Student Growth

Student Growth

Beginning with the 2017-2018 school year, student growth became a required component in teacher appraisal for any district to which Texas Education Code Sec. 21.351 and 21.352 apply. Tornillo ISD will be utilizing Portfolios during the 2024-2025 academic year to measure student growth.

Tornillo ISD teachers will be provided with a single overall summative rating, student growth must count at least 20% of the overall summative rating. In that sense, student growth acts like the fifth domain, with the four rubric domains accounting for the other 80% of the teacher's overall summative rating.

For student growth to be a valuable tool in continuous improvement, educators should keep the following in mind:

- Although it's called student growth, it is really about teacher growth
- Student growth is not the end in itself – the key to a meaningful experience with student growth measures is the ability to translate the student growth outcomes into feedback on pedagogical practices
- In contrast to an observation, which captures impact in a snapshot of time, student growth captures impact over an entire course
- Honest assessment of pedagogy, sincere reflection on the approach to planning, and a commitment to adjustment are the best ways to improve student growth
- Ratings are less important than the process of professional growth

Student growth measures how much a student progresses academically during his or her time with a teacher. It takes into consideration a student's entering skill level when measuring how much the student grew over time, and, as opposed to measuring student proficiency on an assessment, student growth isn't concerned with whether a student passes a particular test or reaches a predetermined and uniform benchmark. It considers equally students who enter behind grade level, on grade level, and beyond grade level, tailoring growth expectations to each student's context.

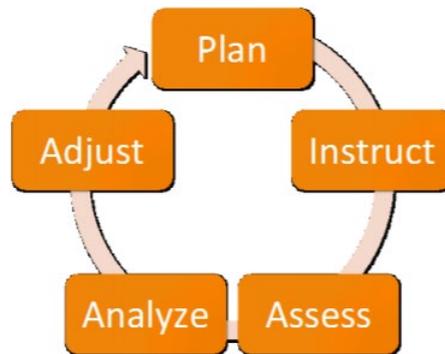
Student growth has the following characteristics:

- Measures academic progress over time
- Establishes a baseline for each student covered in the measure that captures what learning the student brought into class
- Tailors the expectation for growth to the student (reflects rigorous instruction and high expectations, but is not a uniform expectation for all students) considering...

Student Growth Measures Are:

- A means to teacher growth (reflect, assess, adjust, and develop over time)
- A concentration look at instructional impact through the lens of the most important skill(s)

- A part of a teacher’s own cycle of development (results could feed in to Goal Setting and Professional Development plans)
- Evidence-based



Process-based student growth measures are less about cut-scores and single assessments and more about the “teaching loop,” where teachers engage in evidence-based instruction and leads to consistent adjustments and improvements to practice and planning:

Portfolios

Portfolios accumulate student work over the course of time to capture incremental steps in student progress with given content or skills. Portfolios have the following characteristics:

- Work best with a focus narrowed to foundational skills
- Determine the baseline for each student covered in the measure upon entering the course
- Determine the expectation for each student covered in the measure at the end of the course
- Determine what the demonstration of performance will be throughout or at the end of the course

Portfolios accumulate student work over the course of time to capture incremental steps in student progress with given content or skills. Also, they can capture a range of end-of-course demonstrations of performance, showing student skill in a multitude of forms.

Portfolios can also be valuable for teachers that work with students in smaller increments of time or responsibility, such as teachers on alternative placement campuses or teachers who work with students in content mastery one or two days a week. In those instances, the teacher would capture evidence of student progress during his or her time with the student in order to show the impact of the teacher’s pedagogy.

Evaluation Process

Current Year		Next Year
<p>Weeks 1-6</p> <p>Teacher Orientation (No later than the first three weeks of school and at least two weeks before the first observation)</p> <p>Goal-Setting and Professional Development (GSPD) Plan</p> <ul style="list-style-type: none"> - Submitted to the appraiser for approval within six weeks from the day of completion of the orientation. - A GSPD Conference is required for a teacher in the first year of appraisal under T-TESS and teachers new to the district. 	<p>Weeks 6 through End-of-Year Conferences</p> <p>Teacher Orientation for Late Hires</p> <p>Goal-Setting and Professional Development Plan for Late Hires</p> <ul style="list-style-type: none"> - Submitted to the appraiser within six weeks from the day of the completion of the orientation. <p>Ongoing review of teacher and student data</p> <p>Ongoing review of the GSPD plan to formatively assess progress towards goals, professional development impact, and teacher and student performance</p> <p>Ongoing collection of evidence to support Domain IV</p> <ul style="list-style-type: none"> - Teacher and appraiser 	<p>Weeks 1-6</p> <p>Teacher Orientation for teachers new to T-TESS, the district, and when district policy has changed from the last orientation. (No later than the first three weeks of school and at least two weeks before the first observation)</p> <p>Goal-Setting and Professional Development (GSPD) Plan</p> <ul style="list-style-type: none"> - Returning teachers review the goal(s) established at the EOY Conference to determine if changes are needed, and submit within first six weeks of instruction. - New teachers are guided through the GSPD process to self-assess, develop goals, and establish a professional development plan, then submit within six weeks of the orientation.
<p>At Least 15 Days Prior to the Last Day of Instruction</p> <p>End-of-Year Conferences</p> <ul style="list-style-type: none"> - Review summative scores for Domains I, II and III - Review the data and evidence gathered throughout the appraisal year for Domain IV, including the teacher's evidence for this domain/dimensions - Review results of the performance of the teachers' students - Review potential goals and professional development plans for the next school year <p><i>Note: Domain 4 is not scored until after the teacher has been afforded an opportunity to present evidence related to each of the four dimensions during the end-of-year conference.</i></p>		
<p>Informal observations and walkthroughs with ongoing feedback to support and develop teacher practices</p>		
<p>Formal observation window established per local policy – Excludes/prohibits observations in the two weeks following the orientation</p>		

T-TESS Process



New Hire Orientation Information

Date	Time	Location
Friday, September 27, 2024	8:30 a.m. – 11:30 a.m.	Central Office
Friday, November 15, 2024	8:30 a.m. – 11:30 a.m.	Central Office
Friday, January 24, 2025	8:30 a.m. – 11:30 a.m.	Central Office
Friday, March 28, 2025	8:30 a.m. – 11:30 a.m.	Central Office

T-TESS Frequently Asked Questions

- 1. Who will the District choose to conduct classroom observations on each campus?**
 - *District and Campus administrators who are trained in T-TESS will conduct classroom observations.*
- 2. How many formal observations shall be conducted each year?**
 - *One formal observation shall be conducted for the 2024-2025 school year with unlimited walkthroughs.*
- 3. Will the observation be announced (scheduled) or unannounced (not-scheduled)?**
 - *The observation will be announced (scheduled).*
- 4. Will this number be the same for both beginning and veteran teachers?**
 - *Yes, one formal observation with unlimited walkthroughs will be the same for both beginning and veteran teachers.*
- 5. Will this number be the same for core and non-core subject area teacher?**
 - *Yes, one formal observation with unlimited walkthroughs will be the same for both core and non-core subject area teachers.*
- 6. How will the District provide T-TESS orientation for teachers who are hired after the academic year begins?**
 - *The District will provide an orientation for New Teacher Hires (Schedule)*
- 7. Will walkthroughs be conducted for the purpose of feedback only, or will the data be included in the overall scoring?**
 - *Walkthroughs are inclusive of the overall scoring for the end of year score.*
- 8. Will the District choose to make the pre-conference a required component?**
 - *Yes, the pre-conference is a required component of the T-TESS cycle.*
- 9. Does the beginning of the year teacher self-assessment and goal setting require a face-to-face conference with an administrator?**
 - *Yes, teachers and appraisers work collaboratively to complete the requirement.*

- 10. If the pre-conference is required, what will the teacher and appraiser do in preparation? What artifacts will be expected?**
- *Being that the pre-conference is required, the teacher and the appraiser may have a checklist of artifacts to have prepared such as lesson plans, student expectations, and or a daily schedule.*
- 11. Will teachers be expected to conduct a self-assessment (self-scoring) on the rubric following the lesson observation?**
- *No, teachers will not be expected to conduct a self-assessment following the lesson observation.*
- 12. What guidelines will be put in place to ensure post-conferences are conducted in a timely manner? What will the time parameters be for completion of the face-to-face post-conference?**
- *The post-conference is required for all formal classroom observations and must be conducted between 5 to 7 but definitely by no later than 10 business days from the date of the observation (see the T-TESS Calendar).*
- 13. If a teacher has a question or concern about an observation score or process, what guidelines are in place to afford due process?**
- *If a teacher has a question or concern about an observation score or process, the teacher may rebut or request a second appraisal.*
- 14. If a teacher has T-TESS Dimensions scored as Improvement Needed, what local measures will be put in place to guide professional growth and improvement?**
- *Campus administration will provide and put a support system in place to assist the educator in the area(s) of deficiency.*
- 15. How will the District document the T-TESS process?**
- *The District will document through Eduphoria.*
- 16. What will appraisers archive, in addition to the end of year observation summary, each year to document T-TESS performance?**
- *The appraisers will archive goal setting and walkthroughs.*
- 17. Who will be responsible for monitoring proper and timely data entry and reporting of T-TESS appraisal data?**
- *The department of Human Resources will ensure to monitor proper and timely data entry reporting of the T-TESS appraisal data.*
- 18. Will the District use the state-provided data management system for T-TESS?**
- *The District will use the Strive (Eduphoria) as the data management system for T-TESS.*
- 19. How will T-TESS observation data and summary reports be used systematically to inform professional development?**
- *Campus administration will provide professional development opportunities in response to data gathered from T-TESS observation and summary report.*

20. How will Student Growth affect my overall rating?

- *Teachers will be provided a single overall summative rating. Student growth will count at least 20% of the overall summative rating. The Student Growth component acts like the fifth domain, with the four rubric domains accounting for the other 80% of the teacher's overall summative rating.*

Policy and Regulations

TORNILLO ISD
071908

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
(LOCAL)

APPRAISAL SYSTEM	<p>The formal appraisal of district teachers shall be in accordance with the Texas Teacher Evaluation Support System (T-TESS).</p> <p>All district teachers will be appraised each year.</p> <p>Components of the appraisal process, such as classroom observations and walk-throughs, will be conducted as frequently as necessary to ensure that teachers receive appropriate guidance.</p> <p>The district shall establish an appraisal calendar each year.</p>
T-TESS GOAL SETTING	<p>Goal setting will take place on a yearly basis. Goals collaboratively developed by the educator and administrator will be aligned with the Texas Educator Performance Standards.</p>
PRE-CONFERENCE	<p>A pre-conference meeting will be held prior to each formal evaluation. During the pre-conference meeting the date and time of the formal observation will be scheduled. Pre-conference meetings cannot be waived.</p>
FORMAL OBSERVATION	<p>All district teachers will receive one formal observation. The appraiser will observe a minimum of 45 minutes or for the duration of a full cycle (beginning, middle, and end).</p>
POST-CONFERENCE	<p>A post conference meeting will be held within ten (10) business days following the formal observation. Post conference meetings cannot be waived.</p>
END-OF-YEAR CONFERENCE	<p>A summative annual conference will be held with each teacher each year. Summative conference meetings cannot be waived.</p>
ALTERNATE APPRAISER	<p>A teacher may request a second appraiser within ten working days of receiving a written observation summary or a written summative annual appraisal report. If a teacher requests a second appraisal by another certified district appraiser, the second appraiser will be determined in accordance with the following:</p> <ul style="list-style-type: none">• The second appraiser will be randomly selected by the Superintendent or designee from a pre-established roster of trained appraisers.• Trained Appraisers: Campus Administrators; Bilingual Coordinator; and Superintendent.• The formal observation for a second appraisal shall be unscheduled.

SCORES	The Board of Trustees shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second appraisals will be used.
GRIEVANCES	Complaints regarding a teacher appraisal should be addressed in accordance with DGBA(LOCAL).

NOTE:	<p>This document aligns with the appraisal practices recommended by TEA for the Texas Teacher Evaluation and Support System (T-TESS) as described at the TEA site https://teachfortexas.org.</p>
TEACHER APPRAISAL SYSTEM	<p>T-TESS is a process that seeks to develop habits of continuous improvement with evidence-based feedback and professional development decisions based on that feedback through ongoing dialogue and collaboration.</p> <p>Components of the appraisal process, such as classroom observations and walk-throughs, will be conducted as frequently as necessary to ensure that teachers receive appropriate guidance.</p>
SELF-ASSESSMENT AND GOAL SETTING	<p>The teacher self-assessment, goal setting, and professional development processes are all interwoven and applied throughout the school year to positively impact each teacher's professional practices and ultimately increase student performance.</p> <p>Each teacher will review data and reflect on his or her professional practice, including reviewing the domains, dimensions, and descriptors of the T-TESS rubric.</p> <p>A teacher who is new to the district or who is in the first year of the appraisal process will receive an orientation and will be guided through the self-assessment and goal-setting process to establish a professional development plan. Within six weeks of completing the orientation, a teacher who is new to the district or who is in the first year of the appraisal process will formulate targeted goals on the Teacher Self-Assessment and Goal-Setting Form and schedule an in-person goal setting conference with his or her appraiser. After the conference, the teacher will submit his or her Goal-Setting and Professional Development Plan to the appraiser for approval.</p> <p>A returning teacher will review the goal(s) and professional development plan established at the end-of-year conference to determine if changes are needed. The teacher will submit to the appraiser his or her Goal-Setting and Professional Development Plan within the first six weeks of the school year to the appraiser for approval.</p>
IMPLEMENTATION OF GOALS	<p>Each teacher will regularly monitor progress toward his or her goals. If the teacher feels the goals need to be modified, the teacher should make an appointment with his or her appraiser to discuss individual progress toward his or her goals and / or obtain additional support.</p>

PRE-CONFERENCE	<p>The purpose of the pre-conference is for the appraiser and teacher to mutually discuss the upcoming formative observation with a focus on the interrelationships between planning, instruction, the learning environment, and student outcomes. The pre-conference will be conducted with ten working days of an announced observation.</p> <p>The pre-conference will provide the teacher an opportunity to demonstrate his or her knowledge and skills for the planning domain and its correlating dimensions. The conference is primarily focused on the upcoming observation and what the teacher has planned to ensure that the instructional objective(s) are met.</p>
FORMAL OBSERVATION	<p>The teacher will be formally observed in the classroom one time unless the appraiser / teacher deem additional observations to be necessary. A classroom observation will be an instructional period or a complete lesson within an instructional period that consists of a minimum of 45 minutes of instruction.</p> <p>By mutual, written consent between the appraiser and the teacher, the required minimum of 45 minutes of observation may be conducted in shorter time segments. The time segments must aggregate to at least 45 minutes.</p> <p>Each teacher may have additional walk-throughs that provide actionable, timely feedback, which will allow the teacher to make efficient and contextual professional development choices to help refine the practice. If data gathered during the additional walk-throughs will impact the teacher's summative appraisal rating, a written summary will be shared with the teacher within ten working days after the completion of the additional walk-throughs.</p>
NOTICE	<p>The formal observation for a teacher's appraisal will be announced by date and time.</p> <p>The district will establish an appraisal calendar each year, and provide the calendar to teachers within the first three weeks of the school year.</p>
POST- CONFERENCE	<p>All observations will include an in-person post conference within ten working days of the observation.</p> <p>The overall purpose of the post-conference is to provide a teacher an opportunity to self-reflect on the execution of his or her lesson, including the impact on student performance. The results will be used to inform and guide the teacher regarding future practices and growth.</p>

END-OF-YEAR CONFERENCE	<p>The end-of-year conference will be held at least 15 days prior to the last day of instruction to discuss overall performance for the year. End-of-year conference are mandatory.</p> <p>Each teacher will provide his or her appraiser with an update regarding the professional goals and development plan that were developed at the beginning of the year.</p>
PRELIMINARY GOAL-SETTING AND PLANNING FOR THE FOLLOWING SCHOOL YEAR	<p>Following the end-of-year conference, the appraiser and teacher will discuss how the current year self-assessment and goal-setting process will continue into the next school year for continuous improvement including professional development to support learning.</p>
SUMMATIVE ANNUAL APPRAISAL REPORT	<p>A written summative annual appraisal report will be provided to the teacher within ten working days of the conclusion of the end-of-year conference. The report will be shared with the teacher no later than 15 working days before the last day instruction for students. The written summative annual appraisal report will be placed in the teacher's personnel file by the end of the appraisal period.</p>
APPRAISER	<p>Each teacher will be appraised by a certified appraiser. If the certified appraiser is not the teacher's supervisor, the appraiser will be selected from the list of certified appraisers approved by the Board of Trustees.</p>
SECOND APPRAISER	<p>A teacher may request a second appraiser within ten working days of receiving a written observation summary or a written summative annual appraisal report. If a teacher requests a second appraisal by another certified district appraiser, the second appraiser will be determined in accordance with the following:</p> <ul style="list-style-type: none">• The second appraiser will be randomly selected by the Superintendent or designee from a pre-established roster of trained appraisers.• Trained Appraisers: Campus Administrators; Instructional Coordinator; and Superintendent.• The formal observation for a second appraisal shall be unscheduled.
TEACHER RESPONSE AND REBUTTAL	<p>A teacher may submit a written response or rebuttal within ten working days of receiving a written observation summary, a written summative annual appraisal report, or any other written documentation associated with the teacher's appraisal.</p>

Tornillo ISD
071908

PERFORMANCE APPRAISAL
EVALUATION OF TEACHERS

DNA
REGULATION

GRIEVANCES

Complaints regarding a teacher appraisal should be addressed in accordance with DGBA(LOCAL).

LAST REVISED

July 26, 2017

DATE ISSUED: 07/19/2016
DNA
REGULATION

ADOPTED:

4 of 4

180

References

For additional information, see the following sources:

- <http://tea.texas.gov>
- <https://teachfortexas.org/>
- <https://tea.texas.gov/about-tea/laws-and-rules/texas-administrative-code/texas-administrative-code-title-19-part-2>

For additional assistance, please contact the Human Resources Department: 915-765-3050.



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



2024-2025
Employee Handbook

TORNILLO INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES



Marlene Bullard
President



Ida Estrada
Vice-President



Ofelia Bosquez
Secretary



Daniel Dozal
Trustee



Hector Lopez
Trustee



**Maria Kika
Saldana**
Trustee



Enrique Vega
Trustee



Rosy Vega-Barrio
Superintendent

The Tornillo Independent School District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator and to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended: Superintendent, 19200 Cobb Avenue, Tornillo, TX 79853, (915) 765-3000.

If you are having difficulty accessing the information in this document because of a disability, please e-mail hr@tisd.us.

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TORNILLO INDEPENDENT SCHOOL DISTRICT

Educating Children Today to be the Leaders of Tomorrow.

EMPLOYEE HANDBOOK RECEIPT

Employee Name:

Campus / Department:

Position:

I hereby acknowledge the receipt of the electronic and/or hard copy of the 2024-2025 Tornillo ISD Employee Handbook. I agree to abide by the standards, policies, and procedures defined or referenced in this document.

The information in this handbook is subject to change. I understand that changes in District policies may supersede, modify, or eliminate the information summarized in this document. As the District provides updated policy information, I accept responsibility for reading and abiding by these changes as they occur.

I understand that no modifications to contractual relationships or alterations of at-will relationships are intended, or implied, by this handbook.

I understand that I have an obligation to inform my supervisor or department head of any changes in personal information, such as phone number, address, etc. I also accept responsibility for contacting my supervisor or the Human Resources Office, if I have questions, concerns or need further explanation of District policies or procedures.

I understand that if any of the item(s) below are issued to me, is property of Tornillo ISD and must be returned upon leaving the district or upon request. I will also abide to the following conditions and terms where applicable.

Identification Badge

- I.D. Badges are to be worn in a visible manner, above the waist, with photo side up *at all times* while on duty.
- I.D. Badges are *not* to be defaced with pins, stickers, tape, or other materials.
- Badges are to be surrendered upon request of my Supervisor, Administrator, or the Human Resource Department.
- You are to immediately notify the Human Resource/Technology Department if your I.D.

- Badge is lost, stolen or damaged.
- I.D. Badges are not to be shared and is intended to be used only by the assignee.

Building Key

- Keys are not to be shared and is intended to be used only by the assignee.

Instructions to report lost or stolen item(s):

- Report lost or stolen item(s) to your campus Public Safety Officer.

Instructions to request a replacement:

1. After item(s) has been reported lost or stolen, make payment at Technology Service Center. Replacement cost for each item listed below.
 - a. Employee ID Badge \$20.00
 - b. Single room/office key \$20.00

Note a building section, building master, or grand master key may incur an additional cost.
2. You will be issued a receipt and you will be contacted once the replacement item is ready for pickup.

I AGREE to abide by the above-mentioned conditions to receive an Employee Identification Badge or Building Key(s).

Signature

Date

Note: Sign and date a copy and forward it to the Human Resources Office.

Introduction

The purpose of this handbook is to provide information that will help with questions and pave the way for a successful year. Not all district policies and procedures are included. Those that are, have been summarized. Suggestions for additions and improvements to this handbook are welcome and may be sent to hr@tisd.us.

This handbook is neither a contract nor a substitute for the official district policy manual. Nor is it intended to alter the at-will status of noncontract employees in any way. Rather, it is a guide to and a brief explanation of district policies and procedures related to employment. These policies and procedures can change at any time; these changes shall supersede any handbook provisions that are not compatible with the change. For more information, employees may refer to the policy codes that are associated with handbook topics, confer with their supervisor, or call the appropriate district office. District policies can be accessed online at www.tisd.us.

District Information

Description of the District

Tornillo Independent School District is located approximately 35 miles southeast of El Paso. Our District is one of 12 school districts in the Region 19 Education Service Center area. Our students are taught in two campuses: Tornillo Prek_8 Campus (Pre-K through 8th grade), and Tornillo High School (9th through 12th grade), as well as the Alternative Education Program HOPE.

Mission Statement, Goals, and Objectives

Policy AE

- Tornillo ISD's mission is to empower our learning community to live their purpose by honoring values and beliefs for a holistic postsecondary journey.
- Tornillo's ISD vision is "Believe We Can Succeed; With Pride We Will Achieve".

Goals (Approval of New Goals Pending)

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

Board of Trustees

Policies BA, BB series, BD series, and BE series

Texas law grants the board of trustees the power to govern and oversee the management of the district's schools. The board is the policy-making body within the district and has overall responsibility for the curriculum, school taxes, annual budget, employment of the superintendent and other professional staff, and facilities. The board has complete and final control over school matters within limits established by state and federal laws and regulations.

The board of trustees is elected by the citizens of the district to represent the community’s commitment to a strong educational program for the district’s children. Board members are elected place and serve four-year terms. Board members serve without compensation, must be qualified voters, and must reside in the district.

Current board members include:

- Marlene Bullard, President
- Ida Estrada, Vice President
- Ofelia Bosquez, Secretary
- Daniel Dozal, Trustee
- Hector Lopez, Trustee
- Maria Saldaña, Trustee
- Enrique Vega, Trustee

All meetings are open to the public. In certain circumstances, Texas law permits the board to go into a closed session from which the public and others are excluded. Closed session may occur for such things as discussing prospective gifts or donations, real-property acquisition, certain personnel matters including employee complaints, security matters, student discipline, or consulting with attorneys regarding pending litigation.

Board Meeting Schedule

The board usually meets at 5:30 p.m. at the W.E. Neill Building, 19210 Cobb Avenue, Tornillo, TX 79853 on the last Wednesday of each month. Special meetings may be called when necessary. A written notice of regular and special meetings will be posted at the Central Administration Building at least 72 hours before the scheduled meeting time. The written notice will show the date, time, place, and subjects of each meeting. In emergencies, a meeting may be held with a one-hour notice. Board meeting notices can also be found at www.tisd.us.

Administration

Rosa Vega-Barrio	Superintendent
Luis Guerra	Director of Finance
Lizeth Carroll	Human Resources/Compliance Director
Carlos Garcia.....	Director of Technology
Rene Estrada.....	Transportation/Facilities Director
Luis Vega.....	Athletics Director
Linda Rivero	Registered Nurse
Georgina Miramontes	Diagnostician/ SPED/504 Coordinator
Sandra Cruz.....	Finance Coordinator
Emily Saucedo.....	District PEIMS Data Specialist
Norma Aguirre.....	District Food Services Manager
Alejandro Olvera	High School Principal
Myrna Lopez-Patti	PK-8 School Principal
Elizabeth Otero	High School Assistant Principal
Angie Morales.....	PreK-8 School Assistant Principal
Dania Sotelo.....	PreK-8 School Assistant Principal
Raymond Bonilla.....	CTE Coordinator
Chris Escarsega.....	Network Administrator
Hugo Fuentes.....	Systems Administrator
Claudia Beanes.....	High School Counselor

Alicia Alvarado PreK-8 School Counselor
 Maria Hernandez PreK-8 School Counselor
 Ruth Gonzalez Payroll Specialist
 Rachel Aguilar..... Superintendent’s Secretary
 Sandra Garcia..... Human Resources/Compliance Specialist
 Claudia Castro Parent Liaison

Helpful Contacts and Directory

Superintendent765-3005
 Director of Finance 765-3010
 Finance Coordinator..... 765-3015
 Payroll Specialist..... 765-3020
 Human Resources/Compliance Director 765-3050
 Human Resources Specialist 765-3051
 Transportation/Facilities Director 765-3060
 Athletics 765-3550
 Registered Nurse 765-3565
 Security 765-4885
 Custodial 765-3060
 Transportation..... 765-3060
 Special Education Coordinator 765-3040
 Director of Technology765-3035
 High School Cafeteria765-3575
 PkeK-8 School 765-3350/3450
 High School 765-3550

Academic Calendar

TISD 2024-2025 Academic Calendar

July 2024						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
August 2024						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
September 2024						
S	M	T	W	T	F	S
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8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
October 2024						
S	M	T	W	T	F	S
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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		
November 2024						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
December 2024						
S	M	T	W	T	F	S
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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

JULY	07/01 - 07/05	District Closed
	07/08 - 07/12	Student Registration
	07/22 - 07/26	District Staff Development
	07/27	Open House
	07/29	1st Semester Begins / Classes Begin
SEPTEMBER	09/02	Holiday - Labor Day
	09/18	P/T Conference for PK-8
	09/19	P/T Conference for HS
OCTOBER	09/30 - 10/04	Extended Year/COVID Makeup Days
	10/07 - 10/11	District Closed
	10/14 - 10/16	Teacher Planning / No School for Students
NOVEMBER	11/25 - 11/29	Holiday - Thanksgiving
DECEMBER	12/03 - 12/13	Testing - STAAR
	12/19	Early Release for Students/Teachers
	12/23 - 12/31	Holiday - District Closed
JANUARY	01/01 - 01/03	Holiday - District Closed
	01/06 - 01/08	Teacher Planning / No School for Students
	01/20	Holiday - MLK/COVID-Weather Makeup Days
	01/16	2nd Semester Begins / Classes Begin
FEBRUARY	02/19	P/T Conference for PK-8
	02/20	P/T Conference for HS
MARCH	03/03 - 03/07	Extended Year/COVID Makeup Days
	03/10 - 03/14	Holiday - Spring Break
	03/17 - 03/19	Teacher Planning / No School for Students
APRIL	04/08 - 04/30	Testing - STAAR
	04/18	Holiday - Good Friday
MAY	05/01 - 05/02	Testing STAAR
	05/26	Holiday - Memorial Day/COVID-Weather Makeup Days
	05/30	2nd Semester Ends, Early Release for Students/Teachers
JUNE	06/17 - 06/27	Testing

January 2025						
S	M	T	W	T	F	S
		1	2	3	4	
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
February 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	
March 2025						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
April 2025						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
May 2025						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
June 2025						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

KEY

- State Testing
- 5 Staff/Student Wellness Days
- Staff Development/Teacher Planning
- Holiday
- Extended Year
- Parent / Teacher Conferences
- Workday
- Smart Snack Exemption Days

Instructional Minutes : State Minimum: 75,600 (PK-12th), 78,720

Weeks	Days	Minutes
1st	44	HS-20240 MS 6th-8th:20240 MS 3rd-5th:20460 EL-20460
2nd	45	HS-20470 MS 6th-8th:20470 MS 3rd-5th:20693 EL-20693
3rd	45	HS-20700 MS 6th-8th:20700 MS 3rd-5th:20925 EL-20925
4th	33	HS-14030 MS 6th-8th:14030 MS 3rd-5th:14183 EL-14183
	167	HS-75440 MS 6th-8th:75440 MS 3rd-5th:76260 EL-76260

- Open House
- 9 Weeks Begins/Ends
- Weather Makeup Day
- New Employee Orientation
- Pay Day
- Early Release Students Only
- Early Release Students & Teachers

Employment

Equal Employment Opportunity

Policies DAA, DIA

In its efforts to promote nondiscrimination and as required by law, Tornillo ISD does not discriminate against any employee or applicant for employment because of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or on any other basis prohibited by law. Additionally, the district does not discriminate against an employee or applicant who acts to oppose such discrimination or participates in the investigation of a complaint related to a discriminatory employment practice. Employment decisions will be made on the basis of each applicant's job qualifications, experience, and abilities.

In accordance with Title IX, the district does not discriminate on the basis of sex and is required not to discriminate on the basis of sex in its educational programs or activities. The requirement not to discriminate extends to employment. Inquiries about the application of Title IX may be referred to the district's Title IX coordinator, to the Assistant Secretary for Civil Rights of the Department of Education, or both.

The district designates and authorizes the following employee as the Title IX coordinator for employees to address concerns or inquiries regarding discrimination based on sex, including sexual harassment: Lizeth Carroll, HR/Compliance Director, 19200 Cobb, Av. Tornillo, TX 79853. carroll@tisd.us, phone number 915-765-3001. Reports can be made at any time and by any person, including during non-business hours, by mail, email, or phone. During district business hours, reports may also be made in person.

The district designates and authorizes the following employee as the ADA/Section 504 coordinator for employees for concerns regarding discrimination on the basis of a disability: Georgina Miramontes, Diagnostician/SPED/504 Coordinator, 19200 Cobb Av. Tornillo, TX 79853. miramontesg@tisd.us phone number 915-765-3001.

Employees with questions or concerns relating to discrimination for any of the reasons listed above should contact the Superintendent.

Job Vacancy Announcements

Policy DC

Announcements of job vacancies by position and location are posted on a regular basis to the district's website.

Employment after Retirement

Policy DC

Individuals receiving retirement benefits from the Teacher Retirement System (TRS) may be employed under certain circumstances on a full- or part-time basis without affecting their benefits, according to TRS rules and state law. Detailed information about employment after retirement is available in the TRS publication *Employment after Retirement*. Employees can contact TRS for additional information by calling 800-223-8778 or 512-542-6400. Information is also available on

the TRS Website (www.trs.texas.gov).

Contract and Noncontract Employment

Policy DC series

State law requires the district to employ all full-time professional employees in positions requiring a certificate from the State Board for Educator Certification (SBEC) and nurses under probationary, term, or continuing contracts. Employees in all other positions are employed at-will or by a contract that is not subject to the procedures for nonrenewal or termination under Chapter 21 of the Texas Education Code. The paragraphs that follow provide a general description of the employment arrangements used by the district.

Probationary Contracts. Nurses and full-time professional employees new to the district and employed in positions requiring SBEC certification must receive a probationary contract during their first year of employment. Former employees who are hired after a two-year lapse in district employment or employees who move to a position requiring a new class of certification may also be employed by probationary contract. Probationary contracts are one-year contracts. The probationary period for those who have been employed as a teacher in public education for at least five of the eight years preceding employment with the district may not exceed one school year. For those with less experience, the probationary period will be three school years (i.e., three one-year contracts) with an optional fourth school year if the board determines it is doubtful whether a term or continuing contract should be given.

Term Contracts. Full-time professionals employed in positions requiring certification and nurses will be employed by term contracts after they have successfully completed the probationary period. The terms and conditions of employment are detailed in the contract and employment policies. All employees will receive a copy of their contract. Employment policies can be accessed Online, or copies will be provided upon request.

Noncertified Professional and Administrative Employees. Employees in professional and administrative positions that do not require SBEC certification (such as noninstructional administrators) are employed by a one-year contract that is not subject to the provisions for nonrenewal or termination under the Texas Education Code.

Paraprofessional and Auxiliary Employees. All paraprofessional and auxiliary employees, regardless of certification, are employed at-will and not by contract. Employment is not for any specified term and may be terminated at any time by either the employee or the district.

Certification and Licenses

Policies DBA, DF

Professional employees whose positions require SBEC certification or professional license are responsible for taking actions to ensure their credentials do not lapse. Employees must submit documentation that they have passed the required certification exam and/or obtained or renewed their credentials to Human Resources Department in a timely manner. Employees licensed by the Texas Department of Licensing and Regulations (TDLR) must notify Human Resources when there is action against, or revocation of their license.

A certified employee's contract may be voided without Chapter 21 due process and employment terminated if the individual does not hold a valid certificate or fails to fulfill the requirements necessary to renew or extend a temporary certificate, emergency certificate, probationary certificate, or permit. A contract may also be voided if SBEC suspends or revokes certification because of an individual's failure to comply with criminal history background checks. Contact the Human Resources Department if you have any questions regarding certification or licensure requirements.

Recertification of Employment Authorization

Policy DC

At the time of hire all employees must complete the Employment Eligibility Verification Form (Form I-9) and present documents to verify identity and employment authorization.

Employees whose immigration status, employment authorization, or employment authorization documents have expired must present new documents that show current employment authorization. Employees should file the necessary application or petition sufficiently in advance to ensure that they maintain continuous employment authorization or valid employment authorization documents. Contact the Human Resources Department if you have any questions regarding reverification of employment authorization.

Searches and Alcohol and Drug Testing

Policy CQ, DHE

Non-investigatory searches in the workplace including accessing an employee's desk, file cabinets, or work area to obtain information needed for usual business purposes may occur when an employee is unavailable. Therefore, employees are hereby notified that they have no legitimate expectation of privacy in those places. In addition, the district reserves the right to conduct searches when there is reasonable cause to believe a search will uncover evidence of work-related misconduct. Such an investigatory search may include drug and alcohol testing if the suspected violation relates to drug or alcohol use. The district may search the employee, the employee's personal items, and work areas including district-owned technology resources, lockers, and private vehicles parked on district premises or work sites or used in district business. Disciplinary action, up to and including termination, may result if an employee refuses to submit to testing or is found to violate district policy.

Employees Required to Have a Commercial Driver's License. Any employee whose duties require a commercial driver's license (CDL) is subject to drug and alcohol testing. This includes all drivers who operate a motor vehicle designed to transport 16 or more people counting the driver, drivers of large vehicles, or drivers of vehicles used in the transportation of hazardous materials. Teachers, coaches, or other employees who primarily perform duties other than driving are subject to testing requirements if their duties include driving a commercial motor vehicle.

Drug testing will be conducted before an individual assumes driving responsibilities. Alcohol and drug tests will be conducted when reasonable suspicion exists, at random, when an employee returns to duty after engaging in prohibited conduct, and as a follow-up measure. Testing may be conducted following accidents. Return-to-duty and follow-up testing will be conducted if an employee who has violated the prohibited alcohol conduct standards or tested positive for alcohol

or drugs is allowed to return to duty.

All employees required to have a CDL or who otherwise are subject to alcohol and drug testing will receive a copy of the district's policy, the testing requirements, and detailed information on alcohol and drug abuse and the availability of assistance programs.

Employees with questions or concerns relating to alcohol and drug testing policies and related educational material should contact Transportation/Facilities Director or the Human Resources Department.

Health Safety Training

Policies DBA, DMA

Certain employees who are involved in physical activities for students must maintain and submit to the district proof of current certification or training in first aid, cardiopulmonary resuscitation (CPR), the use of an automated external defibrillator (AED), concussion, and extracurricular athletic activity safety. Certification or documentation of training must be issued by the American Red Cross, the American Heart Association, or another organization that provides equivalent training and certification. Employees subject to this requirement must submit their certification or documentation to the Human Resources Department by the academic year or the first day of instruction.

School nurses and employees with regular contact with students must complete a Texas Education Agency approved, Online training regarding seizure disorder awareness, recognition, and related first aid.

Reassignments and Transfers

Policy DK

All personnel are subject to assignment and reassignment by the superintendent or designee when the superintendent or designee determines that the assignment or reassignment is in the best interest of the district. Reassignment is a transfer to another position, department, or facility that does not necessitate a change in the employment contract. Campus reassignments must be approved by the principal at the receiving campus except when reassignments are due to enrollment shifts or program changes. Extracurricular or supplemental duty assignments may be reassigned at any time unless an extracurricular or supplemental duty assignment is part of a dual-assignment contract. Employees who object to a reassignment may follow the district process for employee complaints as outlined in this handbook and district policy DGBA (Local).

An employee with the required qualifications for a position may request a transfer to another campus or department. A written request for transfer must be completed and signed by the employee and the employee's supervisor. Requests for transfer during the school year will be considered only when the change will not adversely affect students and after a replacement has been found. All transfer requests will be coordinated by the Human Resources Department and must be approved by the receiving supervisor.

Workload and Work Schedules

Policies DEAB, DK, DL

Professional Employees. Professional employees and academic administrators are exempt from overtime pay and are employed on a 10-, 11-, or 12-month basis, according to the work schedules set by the district. A school calendar is adopted each year designating the work schedule for teachers and all school holidays. Notice of work schedules including start and end dates and scheduled holidays will be distributed each school year.

Classroom teachers will have planning periods for instructional preparation including conferences. The schedule of planning periods is set at the campus level but must provide at least 450 minutes within each two-week period in blocks not less than 45 minutes within the instructional day. Teachers and librarians are entitled to a duty-free lunch period of at least 30 minutes. The district may require teachers to supervise students during lunch one day a week when no other personnel are available.

Paraprofessional and Auxiliary Employees. Support employees are employed at will and receive notification of the required duty days, holidays, and hours of work for their position on an annual basis. Paraprofessional and auxiliary employees must be compensated for overtime and are not authorized to work in excess of their assigned schedule without prior approval from their supervisor. *See Overtime Compensation.* At the District's option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.

Breaks for Expression of Breast Milk

Policies DEAB, DG

The district supports the practice of expressing breast milk and makes reasonable accommodations for the needs of employees who express breast milk. A place, other than a multiple user bathroom, that is shielded from view and free from intrusion from other employees and the public where the employee can express breast milk will be provided.

A reasonable amount of break time will be provided when the employee has a need to express milk. For nonexempt employees, these breaks are unpaid and are not counted as hours worked. Employees should meet with their supervisor to discuss their needs and arrange break times.

The Providing Urgent Maternal Protections of Nursing Mothers Act (PUMP Act) requires an employee to notify the district if they believe the district is out of compliance in providing breaks for a nursing mother. The employee must give the district 10 days to come into compliance before making any claim of liability against the district. An employee with concerns should contact Lizeth Carroll, Human Resources Director at 915-765-3001.

Pregnant Workers Fairness Act

The Pregnant Workers Fairness Act (PWFA) provides consideration of accommodations to employees who have known limitations related to pregnancy, childbirth, or related medical conditions. An employee seeking a PWFA accommodation should contact Lizeth Carroll, Human Resources Director at 915-765-3001 to begin the interactive process.

Notification to Parents Regarding Qualifications

Policies DK, DBA

In schools receiving Title I funds, the district is required by the Every Student Succeeds Act (ESSA) to notify parents at the beginning of each school year that they may request information regarding the professional qualifications of their child's teacher. ESSA also requires that parents be notified if their child has been assigned or taught for four or more consecutive weeks by a teacher who does not meet applicable state certification or licensure requirements.

Texas law requires that parents be notified if their child is assigned for more than 30 consecutive instructional days to a teacher who does not hold an appropriate teaching certificate. This notice is not required if parental notice under ESSA is sent. Inappropriately certified or uncertified teachers include individuals on an emergency permit (including individuals waiting to take a certification exam) and individuals who do not hold any certificate or permit. Information relating to teacher certification will be made available to the public upon request. Employees who have questions about their certification status can call Human Resources.

Outside Employment and Tutoring

Policy DBD

Employees are required to disclose in writing to their immediate supervisor any outside employment that may create a potential conflict of interest with their assigned duties and responsibilities or the best interest of the district. Supervisors will consider outside employment on a case-by-case basis and determine whether it should be prohibited because of a conflict of interest.

Performance Evaluation

Policy DN series

Evaluation of an employee's job performance is a continuous process that focuses on improvement. Performance evaluation is based on an employee's assigned job duties and other job-related criteria. All employees will participate in the evaluation process with their assigned supervisor at least annually. Written evaluations will be completed on forms approved by the district. Reports, correspondence, and memoranda also can be used to document performance information. All employees will receive a copy of their written evaluation, participate in a performance conference with their supervisor, and have the opportunity to respond to the evaluation.

Upon receiving a report, a nursing review committee may review a nurse's nursing services, qualifications, and quality of patient care, as well as the merits of a complaint concerning a nurse, and a determination or recommendation regarding a complaint. A nurse may request, orally or in writing, a determination by the committee regarding conduct requested of the nurse believed to violate the nurse's duty to a patient.

Employee Involvement

Policies BQA, BQB

At both the campus and district levels, Tornillo ISD offers opportunities for input in matters that

affect employees and influence the instructional effectiveness of the district. As part of the district's planning and decision-making process, employees are elected to serve on district- or campus-level advisory committees. Plans and detailed information about the shared decision-making process are available in each campus office or from the Compliance Director.

Staff Development

Policy DMA

Staff development activities are organized to meet the needs of employees and the district. Staff development for instructional personnel is predominantly campus-based, related to achieving campus performance objectives, addressed in the campus improvement plan, and approved by a campus-level advisory committee. Staff development for noninstructional personnel is designed to meet specific licensing requirements (e.g., bus drivers) and continued employee skill development.

Individuals holding renewable SBEC certificates are responsible for obtaining the required training hours and maintaining appropriate documentation.

Compensation and Benefits

Salaries, Wages, and Stipends

Policies DEA, DEAA, DEAB

Employees are paid in accordance with administrative guidelines and an established pay structure. The district's pay plans are reviewed by the administration each year and adjusted as needed. All district positions are classified as exempt or nonexempt according to federal law. Professional employees and academic administrators are generally classified as exempt and are paid monthly salaries. They are not entitled to overtime compensation. Other employees are generally classified as nonexempt and are paid an hourly wage or salary and receive compensatory time or overtime pay for each hour worked beyond 40 in a workweek. *See Overtime Compensation.*

All employees will receive written notice of their pay and work schedules before the start of each school year. Classroom teachers, full-time librarians, full-time nurses, and full-time counselors will be paid no less than the minimum state salary schedule. Contract employees who perform extracurricular or supplemental duties may be paid a stipend in addition to their salary according to the district's extra-duty pay schedule.

Employees should contact Human Resources Department for more information about the district's pay schedules or their own pay. Pay schedules and stipend scales can also be found at www.tisd.us

Automatic Payroll Deposit

Employees can have their paychecks electronically deposited into a designated account. A notification period of 30 days is necessary to activate this service. Contact the payroll office at (915) 765-3020 for more information about the automatic payroll deposit service.

Payroll Deductions

Policy CFEA

The district is required to make the following automatic payroll deductions:

- Teacher Retirement System of Texas (TRS) or Social Security employee contributions
- Federal income tax required for all full-time employees
- Medicare tax (applicable only to employees hired after March 31, 1986)
- Child support and spousal maintenance, if applicable
- Delinquent federal education loan payments, if applicable

Other payroll deductions employees may elect include deductions for the employee's share of premiums for health, dental, life, and vision insurance; annuities; and higher education savings plans or prepaid tuition programs. Employees also may request payroll deduction for payment of membership dues to professional organizations and certain charitable contributions approved by the Board. Salary deductions are automatically made for unauthorized or unpaid leave.

Overpayments. Employees are not entitled to any funds the district overpays. An overpayment occurs if an employee is paid more than the amount the employee should have been paid under the assigned pay grade and applicable supplemental pay. If an overpayment is reported in the current fiscal year, a payment plan will be developed to recoup the payment. Generally, an overpayment will be paid in one pay cycle. However, if this creates an undue hardship for the employee, the district has the discretion to develop a plan for regular payroll deductions in the same fiscal year. An agreement between an employee and the district must be in place in order to deduct any overpayment.

Paychecks

All professional, salaried, and hourly employees are paid semi-monthly. Paychecks will not be released to any person other than the district employee named on the check without the employee's written authorization. Employees are responsible for regularly reviewing the accuracy of their pay statement.

The schedule of pay dates for the 2024-2025 school year follows:

Tornillo Independent School District 2024 - 2025 Payroll Schedule

Pay Period Start	Pay Period End	Payroll Due-Date	Pay Date
6/16/2024	6/30/2024	7/3/2024	7/15/2024
7/1/2024	7/15/2024	7/17/2024	7/31/2024
7/16/2024	7/31/2024	8/2/2024	8/15/2024
8/1/2024	8/15/2024	8/19/2024	8/30/2024
8/16/2024	8/31/2024	9/3/2024	9/13/2024
9/1/2024	9/15/2024	9/17/2024	9/30/2024
9/16/2024	9/30/2024	10/2/2024	10/15/2024
10/1/2024	10/15/2024	10/17/2024	10/31/2024
10/16/2024	10/31/2024	11/4/2024	11/15/2024
11/1/2024	11/15/2024	11/18/2024	11/29/2024
11/16/2024	11/30/2024	12/3/2024	12/13/2024
12/1/2024	12/15/2024	12/16/2024	12/31/2024
12/16/2024	12/31/2024	1/6/2025	1/15/2025
1/1/2025	1/15/2025	1/17/2025	1/31/2025
1/16/2025	1/31/2025	2/3/2025	2/14/2025
2/1/2025	2/15/2025	2/18/2025	2/28/2025
2/16/2025	2/28/2025	3/3/2025	3/14/2025
3/1/2025	3/15/2025	3/18/2025	3/31/2025
3/16/2025	3/31/2025	4/2/2025	4/15/2025
4/1/2025	4/15/2025	4/17/2025	4/30/2025
4/16/2025	4/30/2025	5/2/2025	5/15/2025
5/1/2025	5/15/2025	5/19/2025	5/30/2025
5/16/2025	5/31/2025	6/3/2025	6/13/2025
6/1/2025	6/15/2025	6/17/2025	6/30/2025
6/16/2025	6/30/2025	7/2/2025	7/15/2025

Revised 03/07/2024

Overtime Compensation

Policies DEAB, DEC

The district compensates overtime for nonexempt employees in accordance with federal wage and hour laws. Only nonexempt employees (hourly employees and paraprofessional employees) are entitled to overtime compensation. Nonexempt employees are not authorized to work beyond their

normal work schedule without advance approval from their supervisor. A nonexempt employee who works overtime without prior approval will be subject to disciplinary action up to and including termination.

Overtime is legally defined as all hours worked in excess of 40 hours in a workweek and is not measured by the day or by the employee's regular work schedule. For the purpose of calculating overtime, a workweek begins at 12:00 A.M. Sunday and ends at 11:59 P.M. Saturday.

Employees may be compensated for overtime (i.e., hours beyond 40 in a workweek) at time-and-a-half rate with compensatory time off (comp time) or direct pay. The following applies to all nonexempt employees:

- Employees can accumulate up to 60 hours of comp time.
- Comp time must be used in the duty year that it is earned.
- Use of comp time may be at the employee's request with supervisor approval, as workload permits, or at the supervisor's direction.
- An employee is required to use comp time before using available paid leave (e.g., sick, personal, vacation).
- Weekly time records will be maintained on all nonexempt employees for the purpose of wage and salary administration.

Travel Expense Reimbursement

Policy DEE

Before any travel expenses are incurred by an employee, the employee's supervisor and superintendent must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule established by the district. Employees must submit receipts, to the extent possible, to be reimbursed for allowable expenses other than mileage.

Health, Dental, and Life Insurance

Policy CRD

Group health insurance coverage is provided through TRS-ACTIVE Care, the statewide public-school employee health insurance program. The district's contribution to employee insurance premiums is determined annually by the board of trustees. Employees eligible for health insurance coverage include the following:

- Employees who are active, contributing TRS members
- Employees who are not contributing TRS members and who are employed for 10 or more regularly scheduled hours per week

TRS retirees who are enrolled in TRS-Care (retiree health insurance program) are not eligible to participate in TRS-ActiveCare.

The insurance plan year is from September 1 through August 31. Current employees can make changes in their insurance coverage during open enrollment each year or when they experience a qualifying event (e.g., marriage, divorce, birth). Detailed descriptions of insurance coverage, employee cost, and eligibility requirements are provided to all employees in a separate booklet.

Employees should contact Payroll or the Human Resources Department for more information.

Supplemental Insurance Benefits

Policy CRD

At their own expense, employees may enroll in supplemental insurance programs for life, dental, vision, disability, and cancer. Premiums for these programs can be paid by payroll deduction. Employees should contact Payroll or the Human Resources Department for more information.

Cafeteria Plan Benefits (Section 125)

Employees may be eligible to participate in the Cafeteria Plan (Section 125) and, under IRS regulations, must either accept or reject this benefit. This plan enables eligible employees to pay certain insurance premiums on a pretax basis (i.e., disability, accidental death and dismemberment, cancer and dread disease, dental, and additional term life insurance). A third-party administrator handles employee claims made on these accounts.

New employees must accept or reject this benefit during their first month of employment. All employees must accept or reject this benefit on an annual basis and during the specified time period.

Workers' Compensation Insurance

Policy CRE

The district, in accordance with state law, provides workers' compensation benefits to employees who suffer a work-related illness or are injured on the job. The district has workers' compensation coverage from Claims Administrative Services.

Benefits help pay for medical treatment and make up for part of the income lost while recovering. Specific benefits are prescribed by law depending on the circumstances of each case.

All work-related accidents or injuries should be reported immediately to their supervisor and the Human Resources Department. Employees who are unable to work because of a work-related injury will be notified of their rights and responsibilities under the Texas Labor Code. *See Workers' Compensation Benefits* for information on use of paid leave for such absences.

Unemployment Compensation Insurance

Policy CRF

Employees who have been laid off or terminated through no fault of their own may be eligible for unemployment compensation benefits. Employees are not eligible to collect unemployment benefits during regularly scheduled breaks in the school year or the summer months if they have employment contracts or reasonable assurance of returning to service. Employees with questions about unemployment benefits should contact the Human Resources Department.

Teacher Retirement

All personnel employed on a regular basis for at least four and one-half months are members of the Teacher Retirement System of Texas (TRS). Substitutes not receiving TRS service retirement benefits who work at least 90 days a year are eligible to purchase a year of creditable service in

TRS. TRS provides members with an annual statement of their account showing all deposits and the total account balance for the year ending August 31, as well as an estimate of their retirement benefits.

Employees who plan to retire under TRS should notify Payroll and the Human Resources Department as soon as possible. Information on the application procedures for TRS benefits is available from TRS at Teacher Retirement System of Texas, 1000 Red River Street, Austin, TX 78701-2698, or call 800-223-8778 or 512-542-6400. TRS information is also available on the web (www.trs.texas.gov).

Other Benefit Programs

The Tornillo Independent School District also provides additional benefits including:

- Free Admission Passes to Home Athletic Events with employee ID badge
- Tax Sheltered Annuities under Section 403(b)
- Wellness days. Wellness App

Leaves and Absences

Policies DEC, DECA, DECB

The district offers employees paid and unpaid leaves of absence in times of personal need. This handbook describes the basic types of leave available and restrictions on leaves of absence. Employees who expect to be absent for an extended period of more than five days should call Payroll and Human Resources for information about applicable leave benefits, payment of insurance premiums, and requirements for communicating with the district.

Paid leave must be used in half day increments if a substitute is required or hourly increments if a substitute is not required for the position. Earned comp time must be used before any available paid state and local leave. Unless an employee requests a different order, available paid state and local leave will be used in the following order:

- Compensatory Leave
- Local Leave
- State sick Leave accumulated before the 1995-96 School Year
- State personal leave

Employees must follow district and department or campus procedures to report or request any leave of absence and complete the appropriate form or certification. Any unapproved absences or absences beyond accumulated or available paid leave shall result in deduction from the employee's pay.

If an hourly employee does not report or request leave of absence(s) according to district procedures, the incident is considered a "no call/no show". An employee who is absent for five consecutive days without notice is considered to have abandoned their job and may face disciplinary consequences up to and including termination.

All absences in excess of ten days during a semester shall be investigated by the employee's immediate supervisor. Appropriate action shall be taken.

Immediate Family. For purposes of leave other than family and medical leave, immediate family is defined as the following:

- Spouse
- Son or daughter, including a biological, adopted, or foster child, a son- or daughter-in-law, a stepchild, a legal ward, or a child for whom the employee stands *in loco parentis*.
- Parent, stepparent, parent-in-law, or other individual who stands *in loco parentis* to the employee.
- Sibling, stepsibling, and sibling-in-law
- Grandparent and grandchild
- Any person residing in the employee's household at the time of illness or death

For purposes of family and medical leave, the definition of family is limited to spouse, parent, son or daughter, and next of kin. The definition of these are found in Policy DECA (LEGAL).

Medical Certification. Any employee, who is absent more than three days because of a personal or family illness, must submit a medical certification from a qualified health care provider confirming the specific dates of the illness, the reason for the illness, and—in the case of personal illness—the employee's fitness to return to work.

The district may require medical certification due to an employee's questionable pattern of absences or when deemed necessary by the supervisor or superintendent. The district may also request medical certification when an employee requests FMLA leave for the employee's serious health condition, a serious health condition of the employee's spouse, parent, or child, or for military caregiver leave.

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits covered employers from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, we ask that employees and health care providers do not provide any genetic information in any medical certification. 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic tests, the fact that an individual or an individual's family member sought or received genetic services, and genetic information of a fetus carried by an individual or an individual's family member, or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Continuation of Health Insurance. Employees, on an approved leave of absence other than family and medical leave, may continue their insurance benefits at their own expense. Health insurance benefits for employees on paid leave and leave designated under the Family and Medical Leave Act will be paid by the district as they were prior to the leave. Otherwise, the district does not pay any portion of insurance premiums for employees who are on unpaid leave.

Under TRS-Active Care rules, an employee is no longer eligible for insurance through the district after six months of unpaid leave other than FMLA. If an employee's unpaid leave extends for more than six months, the district will provide the employee with notice of COBRA rights.

Personal Leave

State law entitles all employees to five days of paid personal leave per year. Personal leave is available for use at the beginning of the year. A day of personal leave is equivalent to the number of hours per day in an employee's usual assignment, whether full-time or part-time. State personal leave accumulates without limit, is transferable to other Texas school districts, and generally transfers to education service centers. Personal leave may be used for two general purposes: nondiscretionary and discretionary.

Nondiscretionary. Leave taken for personal or family illness, family emergency, a death in the family, or active military service is considered nondiscretionary leave. Reasons for this type of leave allow very little, if any, advance planning. Nondiscretionary may be used in the same manner as state sick leave.

Discretionary. Leave taken at an employee's discretion that can be scheduled in advance is considered discretionary leave. An employee wishing to take discretionary personal leave must submit a request to his or her principal or supervisor five days in advance of the anticipated absence. The effect of the employee's absence on the educational program or department operations, as well as the availability of substitutes, will be considered by the principal or supervisor. Leave shall not be approved on the first five and last five days of instruction for each semester, day before or after a school holiday, days scheduled for end-of-semester or end-of-year exams and days scheduled for state testing or professional/staff development.

Leave Proration. If an employee separates from employment with the district before his or her last duty day of the year, or begins employment after the first duty day, state personal leave will be prorated based on the actual time employed. When an employee separates from employment before the last duty day of the school year, the employee's final paycheck will be reduced by the amount of state personal leave the employee used beyond his or her pro rata entitlement for the school year.

State Sick Leave

State sick leave accumulated before 1995 is available for use and may be transferred to other school districts in Texas.

State sick leave may be used for the following reasons only:

- Employee illness
- Illness in the employee's immediate family
- Family emergency (i.e., natural disasters or life-threatening situations)
- Death in the immediate family
- Active military service

Local Leave

All employees shall earn five paid local leave days per school year in accordance with administrative regulations. Local leave shall accumulate without limit.

Sick Leave Bank

Tornillo ISD has established a sick leave bank, (as defined in DEC (Local)), that employees may join through contribution of local leave. Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the

bank if the employee or a member of the employee’s immediate family experiences a catastrophic illness or injury (as defined in DEC (Local)), and the employee has exhausted all paid leave.

Membership and Contribution:

Each employee that elects to be a member of the Sick Leave Bank must sign a Contribution to the Catastrophic Sick Leave Bank form annually. Membership must be reestablished annually. At the time of reestablishment of membership, one day of local leave will be contributed.

Request Process:

If a member employee has experienced a catastrophic illness or injury *and has exhausted all leave*, the employee may request up to 10 days of leave. No more than 10 days will be awarded to an employee per year. The request must be made by using the Catastrophic Sick Leave Bank Request Form. The Catastrophic Sick Leave Bank form must be submitted with the medical certification, signed by a licensed physician, documenting the need for the leave. The Request Form and all required supporting documents must be submitted to the Human Resources Department.

If the employee is unable to request leave from the sick leave bank, a member of the employee’s family or the employee’s supervisor may submit the request.

NOTE: Request for leave will only be awarded if there is leave in the bank. If there are no leave days in the Sick Bank, request will automatically be denied.

APPEAL: All decisions regarding the sick leave bank may be appealed in accordance with DGBA (LOCAL), beginning with the Superintendent or designee.

Family and Medical Leave Act (FMLA)—General Provisions

The following text is from the federal notice, *Employee Rights and Responsibilities Under the Family and Medical Leave Act*. Specific information that the district has adopted to implement the FMLA follows this general notice.

What is FMLA Leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with job-protected leave for qualifying family and medical reasons.

The U.S. Department of Labor’s Wage and Hour Division (WHD) enforces the FMLA for most employees. Eligible employees can take up to 12 workweeks of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness may take up to 26 workweeks of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in one block of time. When it is medically necessary or

otherwise permitted, you may take FMLA leave intermittently in separate blocks of time, or on a reduced schedule by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is not paid leave, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an eligible employee if all of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location

Airline flight crew employees have different "hours of service" requirements.

You work for a covered employer if one of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency.

Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management

How do I request FMLA Leave?

Generally, to request FMLA leave you must:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You do not have to share a medical diagnosis but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You must also inform your employer if FMLA leave was previously taken or approved for the same reason when requesting additional leave.

Your employer may request certification from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights. State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress

What does my employer need to do?

If you are eligible for FMLA leave, your employer must:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer cannot interfere with your FMLA rights or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer must confirm whether you are eligible or not eligible for FMLA leave. If your employer determines that you are eligible, your employer must notify you in writing:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit dol.gov/fmla to learn more

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. Scan the QR code to learn about our WHD complaint process.



Local Procedures for Implementing Family and Medical Leave Provisions

Eligible employees can take up to 12 weeks of unpaid leave in the 12-month period measured backward from the date an employee uses FML.

Use of Paid Leave. FML runs concurrently with accrued sick and personal leave, temporary disability leave, compensatory time, assault leave, and absences due to a work-related illness or injury. The district will designate the leave as FML, if applicable, and notify the employee that accumulated leave will run concurrently.

Combined Leave for Spouses. Spouses who are employed by the district are limited to a combined total of 12 weeks of FML to care for a parent with a serious health condition; or for the birth, adoption, or foster placement of a child. Military caregiver leave for spouses is limited to a combined total of 26 weeks.

Intermittent Leave. When medically necessary or in the case of a qualifying exigency, an employee may take leave intermittently or on a reduced schedule. The district does not permit the use of intermittent or reduced-schedule leave for the care of a newborn child or for adoption or placement of a child with the employee.

Fitness for Duty. An employee that takes FML due to the employee's own serious health condition shall provide, before resuming work, a fitness-for-duty certification from the health care provider. When leave is taken for the employee's own serious health condition, the certification must address the employee's ability to perform essential job functions. The district shall provide a list of essential job functions (e.g., job description) to the employee with the FML designation notice to share with the health care provider. Fitness for duty is not required when an employee returns to work following leave to care for a family member with a serious health condition; to care for a child following birth, adoption, or foster care placement; or for qualifying exigency leave.

Reinstatement. An employee returning to work at the end of FML will be returned to the same position held when the leave began or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. In certain cases, instructional employees desiring to return to work at or near the conclusion of a semester may be required to continue on family and medical leave until the end of the semester. The additional time off is not counted against the employee's FML entitlement, and the district will maintain the employees group health insurance and reinstate the employee at the end of the leave according the procedures outlined in policy (see DECA (LEGAL)).

Failure to Return. If, at the expiration of FML, the employee is able to return to work but chooses not to do so, the district may require the employee to reimburse the district's share of insurance premiums paid during any portion of FML when the employee was on unpaid leave. If the employee fails to return to work for a reason beyond the employee's control, such as a continuing personal or family serious health condition or a spouse being unexpectedly transferred more than 75 miles from the district, the district may not require the employee to reimburse the district's share of premiums paid.

District Contact. Employees that require FML or have questions should contact Human Resources Department for details on eligibility, requirements, and limitations.

Temporary Disability Leave

Certified Employees. Any full-time employee whose position requires certification from the State Board for Educator Certification (SBEC) is eligible for temporary disability leave. The purpose of temporary disability leave is to provide job protection to full-time educators who cannot work for an extended period of time because of a mental or physical disability of a temporary nature. Temporary disability leave must be taken as a continuous block of time. It may not be taken intermittently or on a reduced schedule. Pregnancy and conditions related to pregnancy are treated the same as any other temporary disability.

Employees must request approval for temporary disability leave. An employee's notification of need for extended absence due to the employee's own medical condition shall be accepted as a request for temporary disability leave. The request must be accompanied by a physician's

statement confirming the employee's inability to work and estimating a probable date of return. If disability leave is approved, the length of leave is no longer than 180 calendar days.

If an employee is placed on temporary disability leave involuntarily, he or she has the right to request a hearing before the board of trustees. The employee may protest the action and present additional evidence of fitness to work.

When an employee is ready to return to work, Human Resources should be notified at least 30 days in advance. The return-to-work notice must be accompanied by a physician's statement confirming that the employee is able to resume regular duties. Certified employees returning from leave will be reinstated to the school to which they were previously assigned if an appropriate position is available. If an appropriate position is not available, the employee may be assigned to another campus, subject to the approval of the campus principal. If a position is not available before the end of the school year, the employee will be reinstated to a position at the original campus at the beginning of the following school year.

Workers' Compensation Benefits

An employee absent from duty because of a job-related illness or injury may be eligible for workers' compensation weekly income benefits if the absence exceeds seven calendar days.

An employee receiving workers' compensation wage benefits for a job-related illness or injury may choose to use accumulated sick leave or any other paid leave benefits. An employee choosing to use paid leave will not receive workers' compensation weekly income benefits until all paid leave is exhausted or to the extent that paid leave does not equal the pre-illness or -injury wage. If the use of paid leave is not elected, then the employee will only receive workers' compensation wage benefits for any absence resulting from a work-related illness or injury, which may not equal his or her pre-illness or -injury wage.

Assault Leave

Assault leave provides extended job income and benefits protection to an employee who is injured as the result of a physical assault suffered during the performance of his or her job. An incident involving an assault is a work-related injury and should be immediately reported to Human Resources and law enforcement.

An injury is treated as an assault if the person causing the injury could be prosecuted for assault or could not be prosecuted only because that person's age or mental capacity renders the person nonresponsible for purposes of criminal liability.

An employee who is physically assaulted at work may take all the leave time medically necessary (up to two years) to recover from the physical injuries he or she sustained. At the request of an employee, the district will immediately assign the employee to assault leave. Days of leave granted under the assault leave provision will not be deducted from accrued personal leave and must be coordinated with workers' compensation benefits. Upon investigation the district may change the assault leave status and charge leave used against the employee's accrued paid leave. The employee's pay will be deducted if accrued paid leave is not available.

Bereavement Leave

Bereavement leave is a non-paid leave. Employees can be absent up to 5 days due to the passing of a member of their immediate family. Employees need to communicate with their immediate supervisor to inform them about the need of taking Bereavement leave.

Jury Duty

Policies DEC, DG

The district provides paid leave to employees who are summoned to jury duty including service on a grand jury. The district will not discharge, threaten to discharge, intimidate, or coerce any regular employee because of juror or grand juror service or for the employee's attendance or scheduled attendance in connection with the service in any court in the United States. Employees who report to the court for jury duty may keep any compensation the court provides. An employee should report a summons for jury duty to his or her supervisor as soon as it is received and may be required to provide the district a copy of the summons to document the need for leave.

An employee may be required to report back to work as soon as they are released from jury duty. The supervisor may consider the travel time required and the nature of the individual's position when determining the need to report to work. A copy of the release from jury duty or documentation of time spent at the court may be required.

Compliance with a Subpoena

Employees will be paid while on leave to comply with a valid subpoena to appear in a civil, criminal, legislative, or administrative proceeding and will not be required to use personal leave. Employees may be required to submit documentation of their need for leave for court appearances.

Truancy Court Appearances

An employee who is a parent, guardian of a child, or a court-appointed guardian ad litem of a child who is required to miss work to attend a truancy court hearing may use personal leave or compensatory time for the absence. Employees who do not have paid leave available will be docked for any absence required because of the court appearance.

Religious Observance

The district will reasonably accommodate an employee's request for absence for a religious holiday or observance. Accommodations such as changes to work schedules or approving a day of absence will be made unless they pose an undue hardship to the district. The employee may use any accumulated personal leave for this purpose. Employees who have exhausted applicable paid leave may be granted an unpaid day of absence.

Military Leave

Paid Leave for Military Service. Any employee who is a member of the Texas National Guard, Texas State Guard, reserve component of the United States Armed Forces, or a member of a state or federally authorized Urban Search and Rescue Team is entitled to 15 days of paid leave per fiscal year when engaged in authorized training or duty ordered by proper authority. An additional seven days of leave per fiscal year are available if called to state active duty in response to a disaster. In addition, an employee is entitled to use available state and local personal or sick leave during a time of active military service.

Reemployment after Military Leave. Employees who leave the district to enter into the United States uniformed services or who are ordered to active duty as a member of the military force of any state (e.g., National or State Guard) may return to employment if they are honorably discharged. Employees who wish to return to the district will be reemployed provided they can be qualified to perform the required duties. Employees returning to work following military leave should contact Human Resources. In most cases, the length of federal military service cannot exceed five years.

Continuation of Health Insurance. Employees who perform service in the uniformed services may elect to continue their health plan coverage at their own cost for a period not to exceed 24 months. Employees should contact Human Resources for details on eligibility, requirements, and limitations.

Employee Relations and Communications

Employee Recognition and Appreciation

Continuous efforts are made throughout the year to recognize employees who make an extra effort to contribute to the success of the district. Employees are recognized at board meetings, in the district newsletter, and through special events and activities.

District Communications

Throughout the school year, Central Office publishes newsletters, brochures, fliers, calendars, news releases, and other communication materials. These publications offer employees and the community information pertaining to school activities and achievements. They include the following:

- District newsletter emailed to employees
- Recent news found at www.tisd.us
- Tweets found at <https://twitter.com/TornilloISD>
- Phone-Callouts

Complaints and Grievances

Policy DGBA

In an effort to hear and resolve employee concerns or complaints in a timely manner and at the lowest administrative level possible, the board has adopted an orderly grievance process. Employees are encouraged to discuss their concerns or complaints with their supervisors or an appropriate administrator at any time.

The formal process provides all employees with an opportunity to be heard up to the highest level of management if they are dissatisfied with an administrative response. Once all administrative procedures are exhausted, employees can bring concerns or complaints to the board of trustees. For ease of reference, the district's policy concerning the process of bringing concerns and complaints, DGBA, is reprinted as follows:

<https://pol.tasb.org/Policy/Search/443?filter=dgba>

Employee Conduct and Welfare

Standards of Conduct

Policy DH

All employees are expected to work together in a cooperative spirit to serve the best interests of the district and to be courteous to students, one another, and the public. Employees are expected to observe the following standards of conduct:

- Recognize and respect the rights of students, parents, other employees, and members of the community.
- Maintain confidentiality in all matters relating to students and coworkers.
- Report to work according to the assigned schedule.
- Notify their immediate supervisor in advance or as early as possible in the event that they must be absent or late. Unauthorized absences, chronic absenteeism, tardiness, and failure to follow procedures for reporting an absence may be cause for disciplinary action.
- Know and comply with department and district policies and procedures.
- Express concerns, complaints, or criticism through appropriate channels.
- Observe all safety rules and regulations and report injuries or unsafe conditions to a supervisor immediately.
- Use district time, funds, and property for authorized district business and activities only.

All district employees should perform their duties in accordance with state and federal law, district policies and procedures, and ethical standards. Violation of policies, regulations, or guidelines, including intentionally making a false claim, offering false statements, or refusing to cooperate with a district investigation may result in disciplinary action, including termination.

Alleged incidents of certain misconduct by educators, including having a criminal record, must be reported to SBEC not later than the seventh day after the superintendent knew of the incident. See *Reports to the Texas Education Agency* for additional information.

The *Educators' Code of Ethics*, adopted by the State Board for Educator Certification, which all district employees must adhere to, is reprinted below:

Texas Educators' Code of Ethics

Statement of Purpose

The Texas educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents, and members of the community and shall safeguard academic freedom. The Texas educator, in maintaining the dignity of the profession, shall respect and obey the law, demonstrate personal integrity, and exemplify honesty and good moral character. The Texas educator, in exemplifying ethical relations with colleagues, shall extend just and equitable treatment to all members of the profession. The Texas educator, in accepting a position of public trust, shall measure success by the progress of each student toward realization of his or her potential as an effective citizen. The Texas educator, in fulfilling responsibilities in the community, shall cooperate with parents and others to improve the public schools of the community. This chapter shall apply to educators and candidates for certification. (19 TAC 247.1(b))

Enforceable Standards

1. Professional Ethical Conduct, Practices, and Performance

Standard 1.1 The educator shall not intentionally, knowingly, or recklessly engage in deceptive practices regarding official policies of the school district, educational institution, educator preparation program, the Texas Education Agency, or the State Board for Educator Certification (SBEC) and its certification process.

Standard 1.2 The educator shall not intentionally, knowingly, or recklessly misappropriate, divert, or use monies, personnel, property, or equipment committed to his or her charge for personal gain or advantage.

Standard 1.3 The educator shall not submit fraudulent requests for reimbursement, expenses, or pay.

Standard 1.4 The educator shall not use institutional or professional privileges for personal or partisan advantage.

Standard 1.5 The educator shall neither accept nor offer gratuities, gifts, or favors that impair professional judgment or to obtain special advantage. This standard shall not restrict the acceptance of gifts or tokens offered and accepted openly from students, parents of students, or other persons or organizations in recognition or appreciation of service.

Standard 1.6 The educator shall not falsify records, or direct or coerce others to do so.

Standard 1.7 The educator shall comply with state regulations, written local school board policies, and other state and federal laws.

Standard 1.8 The educator shall apply for, accept, offer, or assign a position or a responsibility on the basis of professional qualifications.

Standard 1.9 The educator shall not make threats of violence against school district employees, school board members, students, or parents of students.

Standard 1.10 The educator shall be of good moral character and be worthy to instruct or supervise the youth of this state.

Standard 1.11 The educator shall not intentionally, knowingly, or recklessly misrepresent his or her employment history, criminal history, and/or disciplinary record when applying for subsequent employment.

Standard 1.12 The educator shall refrain from the illegal use or distribution of controlled substances and/or abuse of prescription drugs and toxic inhalants.

Standard 1.13 The educator shall not be under the influence of alcohol or consume alcoholic beverages on school property or during school activities when students are present.

2. Ethical Conduct toward Professional Colleagues

Standard 2.1 The educator shall not reveal confidential health or personnel information concerning colleagues unless disclosure serves lawful professional purposes or is required by law.

Standard 2.2 The educator shall not harm others by knowingly making false statements about a colleague or the school system.

Standard 2.3 The educator shall adhere to written local school board policies and state and federal laws regarding the hiring, evaluation, and dismissal of personnel.

Standard 2.4 The educator shall not interfere with a colleague's exercise of political, professional, or citizenship rights and responsibilities.

Standard 2.5 The educator shall not discriminate against or coerce a colleague on the basis of race, color, religion, national origin, age, gender, disability, family status, or sexual orientation.

Standard 2.6 The educator shall not use coercive means or promise of special treatment in order to influence professional decisions or colleagues.

Standard 2.7 The educator shall not retaliate against any individual who has filed a complaint with the SBEC or provides information for a disciplinary investigation or proceeding under this chapter.

3. Ethical Conduct toward Students

Standard 3.1 The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

Standard 3.2 The educator shall not intentionally, knowingly, or recklessly treat a student or minor in a manner that adversely affects or endangers the learning, physical health, mental health, or safety of the student or minor.

Standard 3.3 The educator shall not intentionally, knowingly, or recklessly misrepresent facts regarding a student.

Standard 3.4 The educator shall not exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, gender, disability, national origin, religion, family status, or sexual orientation.

Standard 3.5 The educator shall not intentionally, knowingly, or recklessly engage in physical mistreatment, neglect, or abuse of a student or minor.

Standard 3.6 The educator shall not solicit or engage in sexual conduct or a romantic relationship with a student or minor.

Standard 3.7 The educator shall not furnish alcohol or illegal/unauthorized drugs to any person under 21 years of age unless the educator is a parent or guardian of that child or knowingly allow any person under 21 years of age unless the educator is a parent or guardian of that child to consume alcohol or illegal/unauthorized drugs in the presence of the educator.

Standard 3.8 The educator shall maintain appropriate professional educator-student relationships and boundaries based on a reasonably prudent educator standard.

Standard 3.9 The educator shall refrain from inappropriate communication with a student or minor, including, but not limited to, electronic communication such as cell phone, text messaging, email, instant messaging, blogging, or other social network communication. Factors that may be considered in assessing whether the communication is inappropriate include, but are not limited to:

- (i) the nature, purpose, timing, and amount of the communication;
- (ii) the subject matter of the communication;
- (iii) whether the communication was made openly, or the educator attempted to conceal the communication;
- (iv) whether the communication could be reasonably interpreted as soliciting sexual contact or a romantic relationship;
- (v) whether the communication was sexually explicit; and
- (vi) whether the communication involved discussion(s) of the physical or sexual attractiveness or the sexual history, activities, preferences, or fantasies of either the educator or the student.

Faculty and Staff Dress Code

The following dress code applies to all faculty and staff employed by the Tornillo Independent School District. The intent of the dress code is to provide general guidelines to promote a positive role model for students and a professional appearance in the staff. The faculty and staff dress code does not, nor cannot anticipate every style of attire or exceptions. Thus, final determination of the appropriateness of faculty and staff attire resides with the campus principal or department supervisor. Staff members are requested to dress in a manner that reflects the value and professionalism they hold in their position.

- Professional attire is required at all time during school days, school events, and activities.
- Campus administration will determine the use of wearing jeans on Fridays.
- Women's skirts must be of appropriate length.
- P.E. Instructors may wear athletic shorts and/or sweats provided that the attire is necessary for instruction. Staff attire in specific work areas (Maintenance department, Child Nutrition Department, etc.) should be appropriate for the activities required.
- Male faculty and staff are prohibited from wearing earrings.
- Faculty and staff are prohibited from wearing clothing with printed materials promoting or indicating drug, alcohol, and tobacco products.
- Faculty and staff are also prohibited from wearing clothing with printed materials which may be sexually or ethnically offensive.
- All visible tattoos need to be covered. All visible body piercing/adornments (other than in the ears) are not permitted to be worn.
- No unnatural hair color is allowed (e.g., blue, pink, green, etc.).

Discrimination, Harassment, and Retaliation

Policies DH, DIA

Employees shall not engage in prohibited harassment, including sexual harassment, of other employees, unpaid interns, student teachers, or students. While acting in the course of their

employment, employees shall not engage in prohibited harassment of other persons including board members, vendors, contractors, volunteers, or parents. A substantiated charge of harassment will result in disciplinary action up to and including termination.

Individuals who believe they have been discriminated or retaliated against or harassed are encouraged to promptly report such incidents to the campus principal, supervisor, or appropriate district official. If the campus principal, supervisor, or district official is the subject of a complaint, the complaint should be made directly to the superintendent. A complaint against the superintendent may be made directly to the board.

Any district employee who believes that he or she has experienced prohibited conduct based on sex, including sexual harassment, or believes that another employee has experienced such prohibited conduct, should immediately report the alleged acts. The employee may report the alleged acts to his or her supervisor, the campus principal, the Title IX coordinator, or the superintendent. The district's Title IX coordinator's name and contact information is listed in the Equal Employment Opportunity section of this handbook.

The district's policy that includes definitions and procedures for reporting and investigating discrimination, harassment, and retaliation DIA(Local) is reprinted on the following page:
<https://pol.tasb.org/PolicyOnline?key=443>

Harassment of Students

Policies DF, DH, DHB, FFG, FFH, FFI

Sexual and other harassment of students by employees are forms of discrimination and are prohibited by law. Romantic or inappropriate social relationships between students and district employees are prohibited.

Employees who suspect a student may have experienced prohibited harassment are obligated to report their concerns to the campus principal or other appropriate district official. Any district employee who suspects or receives direct or indirect notice that a student or group of students has or may have experienced prohibited conduct based on sex, including sexual harassment, of a student shall immediately notify the district's Title IX coordinator, the ADA/Section 504 coordinator, or superintendent and take any other steps required by district policy.

All allegations of prohibited harassment of a student by an employee or adult will be reported to the student's parents and promptly investigated. An employee who knows of or has reasonable cause to believe that child abuse or neglect occurred child abuse must also report his or her knowledge or suspicion to the appropriate authorities, as required by law. See *Reporting Suspected Child Abuse* and *Bullying* for additional information.

The district's policy that includes definitions and procedures for reporting and investigating harassment of students, DHB(LEGAL), Text of DF(LEGAL), FFH(LOCAL) and any applicable regulation, is reprinted below:
<https://pol.tasb.org/PolicyOnline?key=443>

Reporting Suspected Child Abuse

Policies DG, FFG, GRA

All employees are required by state law to report any suspected child abuse or neglect, as defined by Texas Family Code §261.001, to a law enforcement agency, Child Protective Services (CPS), or appropriate state agency (e.g., state agency operating, licensing, certifying, or registering a facility) within 48 hours of the event that led to the suspicion. Alleged abuse or neglect involving a person responsible for the care, custody, or welfare of the child (including a teacher) must be reported to CPS.

Employees are also required to make a report if they have cause to believe that an adult was a victim of abuse or neglect as a child and they determine in good faith that the disclosure of the information is necessary to protect the health and safety of another child, elderly person, or person with a disability.

Reports to Child Protective Services can be made online at <https://www.txabusehotline.org/Login/Default.aspx>, to El Paso County Sheriff's Department, or to the Texas Abuse Hotline (800-252-5400). State law specifies that an employee may not delegate to or rely on another person or administrator to make the report.

Under state law, any person reporting or assisting in the investigation of reported child abuse or neglect is immune from liability unless the report is made in bad faith or with malicious intent. In addition, the district is prohibited from retaliating against an employee who, in good faith, reports child abuse or neglect or who participates in an investigation regarding an allegation of child abuse or neglect.

An employee's failure to report suspected child abuse may result in prosecution as a Class A misdemeanor. The offense of failure to report by a professional may be a state jail felony if it is shown the individual intended to conceal the abuse or neglect. In addition, a certified employee's failure to report suspected child abuse may result in disciplinary procedures by SBEC for a violation of the Texas Educators' Code of Ethics.

Employees who suspect that a student has been or may be abused or neglected should also report their concerns to the campus principal. This includes students with disabilities who are no longer minors. Employees are not required to report their concern to the principal before making a report to the appropriate agency.

Reporting the concern to the principal does not relieve the employee of the requirement to report it to the appropriate state agency. In addition, employees must cooperate with investigators of child abuse and neglect. Interference with a child abuse investigation by denying an interviewer's request to interview a student at school or requiring the presence of a parent or school administrator against the desires of the duly authorized investigator is prohibited.

Sexual Abuse and Maltreatment of Children

The district has established a plan for addressing sexual abuse and other maltreatment of children, which may be accessed at Guidance and Counseling Department website. As an employee, it is important for you to be aware of warning signs that could indicate a child may have been or is

being sexually abused or maltreated. Sexual abuse in the Texas Family Code is defined as any sexual conduct harmful to a child’s mental, emotional, or physical welfare as well as a failure to make a reasonable effort to prevent sexual conduct with a child. Maltreatment is defined as abuse or neglect. Anyone who suspects that a child has been or may be abused or neglected has a legal responsibility under state law for reporting the suspected abuse or neglect following the procedures described above in *Reporting Suspected Child Abuse*.

Reporting Crime

Policy DG

The Texas Whistleblower Act protects district employees who make good faith reports of violations of law by the district to an appropriate law enforcement authority. The district is prohibited from suspending, terminating the employment of, or taking other adverse personnel action against, an employee who makes a report under the Act. State law also provides employees with the right to report a crime witnessed at the school to any peace officer with authority to investigate the crime.

Scope and Sequence

Policy DG

If a teacher determines that students need more or less time in a specific area to demonstrate proficiency in the Texas Essential Knowledge and Skills (TEKS) for that subject and grade level, the district will not penalize the teacher for not following the district’s scope and sequence. The district may take appropriate action if a teacher does not follow the district’s scope and sequence based on documented evidence of a deficiency in classroom instruction. This documentation can be obtained through observation or substantiated and documented third-party information.

Technology Resources

Policy CQ

The district’s technology resources, including its networks, computer systems, e-mail accounts, devices connected to its networks, and all district-owned devices used on or off school property, are primarily for administrative and instructional purposes. Limited personal use is permitted if the use:

- Imposes no tangible cost to the district.
- Does not unduly burden the district’s computer or network resources
- Has no adverse effect on job performance or on a student’s academic performance

Electronic mail transmissions and other use of the technology resources are not confidential and can be monitored at any time to ensure appropriate use.

Employees are required to abide by the provisions of the acceptable use agreement and administrative procedures. Failure to do so can result in suspension of access or termination of privileges and may lead to disciplinary and legal action. Employees with questions about computer use and data management can contact the Technology Department.

Personal Use of Electronic Communications

Policy CQ, DH

Electronic communications includes all forms of social media, such as text messaging, instant messaging, electronic mail (e-mail), web logs (blogs), wikis, electronic forums (chat rooms), video-sharing websites (e.g., YouTube), editorial comments posted on the Internet, and social network sites (e.g., Facebook, Twitter, LinkedIn, Instagram). Electronic communications also include all forms of telecommunication such as landlines, cell phones, and web-based applications.

As role models for the district's students, employees are responsible for their public conduct even when they are not acting as district employees. Employees will be held to the same professional standards in their public use of electronic media as they are for any other public conduct. If an employee's use of electronic media interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment. If an employee wishes to use a social network site or similar media for personal purposes, the employee is responsible for the content on the employee's page, including content added by the employee, the employee's friends, or members of the public who can access the employee's page, and for web links on the employee's page.

The employee is also responsible for maintaining privacy settings appropriate to the content.

An employee who uses electronic media for personal purposes shall observe the following:

- The employee may not set up or update the employee's personal social network page(s) using the district's computers, network, or equipment.
- The employee shall limit use of personal electronic communication devices to send or receive calls, text messages, pictures, and videos to breaks, mealtimes, and before and after scheduled work hours, unless there is an emergency or the use is authorized by a supervisor to conduct district business.
- The employee shall not use the district's logo or other copyrighted material of the district without express, written consent.
- An employee may not share or post, in any format, information, videos, or pictures obtained while on duty or on district business unless the employee first obtains written approval from the employee's immediate supervisor. Employees should be cognizant that they have access to information and images that, if transmitted to the public, could violate privacy concerns.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators' Code of Ethics, even when communicating regarding personal and private matters, regardless of whether the employee is using private or public equipment, on or off campus. These restrictions include:
 - Confidentiality of student records [See Policy FL]
 - Confidentiality of health or personnel information concerning colleagues, unless disclosure serves lawful professional purposes or is required by law [See DH (EXHIBIT)]
 - Confidentiality of district records, including educator evaluations and private e-mail addresses. [See Policy GBA]
 - Copyright law [See Policy CY]
 - Prohibition against harming others by knowingly making false statements about a colleague or the school system. [See DH (EXHIBIT)]

See *Use of Electronic Communications between Employees, Students, and Parents* below, for regulations on employee communication with students.

Electronic Communications between Employees, Students, and Parents

Policy DH

A certified or licensed employee, or any other employee designated in writing by the superintendent or a campus principal, may use electronic communications with students who are currently enrolled in the district. The employee must comply with the provisions outlined below. Electronic communications between all other employees and students who are enrolled in the district are prohibited. Employees are not required to provide students with their personal phone number or email address.

An employee is not subject to provisions regarding electronic communications with a student to the extent the employee has a social or family relationship with a student. For example, an employee may have a relationship with a niece or nephew, a student who is the child of an adult friend, a student who is a friend of the employee's child, or a member or participant in the same civic, social, recreational, or religious organization. An employee who claims an exception based on a social relationship shall provide written consent from the student's parent. The written consent shall include an acknowledgement by the parent that:

- The employee has provided the parent with a copy of this protocol
- The employee and the student have a social relationship outside of school;
- The parent understands that the employee's communications with the student are excepted from district regulation; and
- The parent is solely responsible for monitoring electronic communications between the employee and the student.

The following definitions apply for the use of electronic media with students:

- *Electronic communications* means any communication facilitated by the use of any electronic device, including a telephone, cellular telephone, computer, computer network, personal data assistant, or pager. The term includes e-mail, text messages, instant messages, and any communication made through an Internet website, including a social media website or a social networking website.
- *Communicate* means to convey information and includes a one-way communication as well as a dialogue between two or more people. A public communication by an employee that is not targeted at students (e.g., a posting on the employee's personal social network page or a blog) is not a *communication*: however, the employee may be subject to district regulations on personal electronic communications. See *Personal Use of Electronic Media*, above. Unsolicited contact from a student through electronic means is not a *communication*.
- *Certified or licensed employee* means a person employed in a position requiring SBEC certification or a professional license, and whose job duties may require the employee to communicate electronically with students. The term includes classroom teachers, counselors, principals, librarians, paraprofessionals, nurses, educational diagnosticians, licensed therapists, and athletic trainers.

An employee who communicates electronically with students shall observe the following:

- The employee is prohibited from knowingly communicating with students using any form of electronic communications, including mobile and web applications, that are not provided or accessible by the district unless a specific exception is noted below.
- Only a teacher, trainer, or other employee who has an extracurricular duty may use text messaging, and then only to communicate with students who participate in the extracurricular activity over which the employee has responsibility. An employee who communicates with a student using text messaging shall comply with the following protocol:
 - The employee shall include at least one of the student’s parents or guardians as a recipient on each text message to the student so that the student and parent receive the same message;
 - The employee shall include his or her immediate supervisor as a recipient on each text message to the student so that the student and supervisor receive the same message; or
 - For each text message addressed to one or more students, the employee shall send a copy of the text message to the employee’s district e-mail address.
- The employee shall limit communications to matters within the scope of the employee’s professional responsibilities (e.g., for classroom teachers, matters relating to class work, homework, and tests; for an employee with an extracurricular duty, matters relating to the extracurricular activity).
- The employee is prohibited from knowingly communicating with students through a personal social network page; the employee must create a separate social network page (“professional page”) for the purpose of communicating with students. The employee must enable administration and parents to access the employee’s professional page.
- The employee shall not communicate directly with any student between the hours of **9:00 p.m.** and **7:00 a.m.** An employee may, however, make public posts to a social network site, blog, or similar application at any time.
- The employee does not have a right to privacy with respect to communications with students and parents.
- The employee continues to be subject to applicable state and federal laws, local policies, administrative regulations, and the Texas Educators’ Code of Ethics including:
 - Compliance with the Public Information Act and the Family Educational Rights and Privacy Act (FERPA), including retention and confidentiality of student records. [See Policies CPC and FL]
 - Copyright law [Policy CY]
 - Prohibitions against soliciting or engaging in sexual conduct or a romantic relationship with a student. [See Policy DHB]
- Upon request from administration, an employee will provide the phone number(s), social network site(s), or other information regarding the method(s) of electronic media the employee uses to communicate with one or more currently-enrolled students.
- Upon written request from a parent or student, the employee shall discontinue communicating with the student through e-mail, text messaging, instant messaging, or any other form of one-to-one communication.
- An employee may request an exception from one or more of the limitations above by submitting a written request to his or her immediate supervisor.
- All staff are required to use school email accounts for all electronic communications with parents. Communication about school issues through personal email accounts or text

messages are not allowed as they cannot be preserved in accordance with the district's record retention policy.

- An employee shall notify his or supervisor in writing within one business day if a student engages in an improper electronic communication with the employee. The employee should describe the form and content of the electronic communication.

Public Information on Private Devices

Policy DH, GB

Employees should not maintain district information on privately owned devices. Any district information must be forwarded or transferred to the district to be preserved. The district will take reasonable efforts to obtain public information in compliance with the Public Information Act.

Reasonable efforts may include:

- Verbal or written directive
- Remote access to district-owned devices and services

Criminal History Background Checks

Policy DBAA

Employees may be subject to a review of their criminal history record information at any time during employment. National criminal history checks based on an individual's fingerprints, photo, and other identification will be conducted on certain employees and entered into the Texas Department of Public Safety (DPS) Clearinghouse. This database provides the district and SBEC with access to an employee's current national criminal history and updates to the employee's subsequent criminal history.

Employee Arrests and Convictions

Policy DH, DHB, DHC

An employee must notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of any felony, and any of the other offenses listed below:

- Crimes involving school property or funds
- Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator
- Crimes that occur wholly or in part on school property or at a school-sponsored activity
- Crimes involving moral turpitude

Moral turpitude includes the following:

- Dishonesty
- Fraud
- Deceit
- Theft
- Misrepresentation
- Deliberate violence
- Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor
- Crimes involving any felony possession or conspiracy to possess, or any

misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance

- Felonies involving driving while intoxicated (DWI)
- Acts constituting abuse or neglect under the Texas Family Code

If an educator is arrested or criminally charged, the superintendent is also required to report the educator's criminal history to the Division of Investigations at TEA.

Certified Employees. The superintendent and directors are required to report the misconduct or criminal history of a certified employee or individual applying for certification or permit to TEA Division of Educator Investigations. Information about misconduct or allegations of misconduct of a certified employee obtained by a means other than the criminal history clearinghouse that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication) will be reported to TEA.

Misconduct or allegations of misconduct include:

- Abused or otherwise committed an unlawful act with a student or minor
- Possessed, transferred, sold, or distributed a controlled substance
- Illegally transferred, appropriated, or expended school property or funds
- Attempted by fraudulent means to obtain or alter any certificate or permit to gain employment or additional compensation
- Committed a criminal offense on school property or at a school-sponsored event, or
- Solicited or engaged in sexual conduct or a romantic relationship with a student or minor

Uncertified Employees. Misconduct or criminal history of an uncertified employee also must be reported to TEA. Information about misconduct or the allegations of misconduct obtained by a means other than the criminal history clearinghouse that results in termination, resignation, or criminal history (e.g., arrest, indictment, prosecution, conviction, or other disposition by the criminal justice system, including probation and deferred adjudication) will be reported to TEA.

Misconduct or allegations of misconduct include:

- Abuse or unlawful act with a student or minor, or
- Involvement in a romantic relationship with or solicited or engaged in sexual contact with a student or minor

Alcohol and Drug-Abuse Prevention

Policy DH

Tornillo ISD is committed to maintaining an alcohol- and drug-free environment and will not tolerate the use of alcohol and illegal drugs in the workplace and at school-related or school-sanctioned activities on or off school property. Employees who use or are under the influence of alcohol or illegal drugs as defined by the Texas Controlled Substances Act during working hours may be dismissed. The district's policy regarding employee drug use, DH(LOCAL) follows:

<https://pol.tasb.org/PolicyOnline?key=443>

Tobacco and Nicotine Products and E-Cigarette Use

Policies DH, FNCD, GKA

State law prohibits smoking, using tobacco and nicotine products, or e-cigarettes on all district-owned property and at school-related or school-sanctioned activities, on or off school property. This includes all buildings, playground areas, parking facilities, and facilities used for athletics and other activities. Drivers of district-owned vehicles are prohibited from smoking, using tobacco products, or e-cigarettes while inside the vehicle. Notices stating that smoking is prohibited by law and punishable by a fine are displayed in prominent places in all school buildings.

Employees are prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on school property or while attending an off-campus school-related activity. Exceptions may be made for smoking cessation products with supervisor approval.

Fraud and Financial Impropriety

Policy CAA

All employees should act with integrity and diligence in duties involving the district's financial resources. The district prohibits fraud and financial impropriety, as defined below. Fraud and financial impropriety include the following:

- Forgery or unauthorized alteration of any document or account belonging to the district
- Forgery or unauthorized alteration of a check, bank draft, or any other financial document
- Misappropriation of funds, securities, supplies, or other district assets including employee time
- Impropriety in the handling of money or reporting of district financial transactions
- Profiteering as a result of insider knowledge of district information or activities
- Unauthorized disclosure of confidential or proprietary information to outside parties
- Unauthorized disclosure of investment activities engaged in or contemplated by the district
- Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the district, except as otherwise permitted by law or district policy
- Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment
- Failing to provide financial records required by federal, state, or local entities
- Failure to disclose conflicts of interest as required by law or district policy
- Any other dishonest act regarding the finances of the district
- Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

Conflict of Interest

Policy CB, DBD

Employees are required to disclose in writing to the district any situation that creates a potential conflict of interest with proper discharge of assigned duties and responsibilities or creates a potential conflict of interest with the best interests of the district. This includes the following:

- A personal financial interest
- A business interest
- Any other obligation or relationship
- Non-school employment

Employees should contact their supervisor for additional information.

Gifts and Favors

Policy DBD

Employees may not accept gifts or favors that could influence, or be construed to influence, the employee's discharge of assigned duties. The acceptance of a gift, favor, or service by an administrator or teacher that might reasonably tend to influence the selection of textbooks, electronic textbooks, instructional materials or technological equipment may result in prosecution of a Class B misdemeanor offense. This does not include staff development, teacher training, or instructional materials such as maps or worksheets that convey information to students or contribute to the learning process.

Copyrighted Materials

Policy CY

Employees are expected to comply with the provisions of federal copyright law relating to the unauthorized use, reproduction, distribution, performance, or display of copyrighted materials (i.e., printed material, videos, computer data and programs, etc.). Electronic media, including motion pictures and other audiovisual works, are to be used in the classroom for instructional purposes only. Duplication are to be used in the classroom for educational purposes only. Duplication or backup of computer programs and data must be made within the provisions of the purchase agreement.

Associations and Political Activities

Policy DGA

The district will not directly or indirectly discourage employees from participating in political affairs or require any employee to join any group, club, committee, organization, or association. Employees may join or refuse to join any professional association or organization.

An individual's employment will not be affected by membership or a decision not to be a member of any employee organization that exists for the purpose of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work. Use of district resources including work time for political activities is prohibited.

The district encourages personal participation in the political process, including voting. Employees who need to be absent from work to vote during the early voting period or on election day must communicate with their immediate supervisor prior to the absence.

Charitable Contributions

Policy DG

The Board or any employee may not directly or indirectly require or coerce an employee to make a contribution to a charitable organization or in response to a fundraiser. Employees cannot be required to attend a meeting called for the purpose of soliciting charitable contributions. In addition, the Board or any employee may not directly or indirectly require or coerce an employee to refrain from making a contribution to a charitable organization or in response to a fundraiser or attending a meeting called for the purpose of soliciting charitable contributions.

Safety and Security

Policy CK series

The district has developed and promotes a comprehensive program to ensure the safety of its employees, students, and visitors. The safety program includes guidelines and procedures for responding to emergencies and activities to help reduce the frequency of accidents and injuries. See *Emergencies* for additional information.

To prevent or minimize injuries to employees, coworkers, and students and to protect and conserve district equipment, employees must comply with the following requirements:

- Observe all safety rules.
- Keep work areas clean and orderly at all times.
- Immediately report all accidents to their supervisor.
- Operate only equipment or machines for which they have training and authorization.

While driving on district business, employees are required to abide by all state and local traffic laws. Employees driving on district business are prohibited from texting and using other electronic devices that require both visual and manual attention while the vehicle is in motion. Employees will exercise care and sound judgment on whether to use hands-free technology while the vehicle is in motion.

Employees with questions or concerns relating to safety programs and issues can contact the Human Resources Department.

Possession of Firearms and Weapons

Policies DH, FNCG, GKA

Employees, visitors, and students, including those with a license to carry a handgun, are prohibited from bringing firearms, knives, clubs, or other prohibited weapons onto school premises (i.e., building or portion of a building) or any grounds or building where a school-sponsored activity takes place. A person, including an employee, who holds a license to carry a handgun may transport or store a handgun or other firearm or ammunition in a locked vehicle in a parking lot, garage, or other district provided parking area, provided the handgun or firearm or ammunition is properly stored, and not in plain view. To ensure the safety of all persons, employees who observe or suspect a violation of the district's weapons policy should report it to their supervisor or call the Security Department immediately.

Visitors in the Workplace

Policy GKC

All visitors are expected to enter any district facility through the main entrance and sign in or report to the building's main office. Authorized visitors will receive directions or be escorted to their destination. Employees who observe an unauthorized individual on the district premises should immediately direct him or her to the building office or contact the administrator in charge.

Asbestos Management Plan

Policy CSC

The district is committed to providing a safe environment for employees. An accredited management planner has developed an asbestos management plan for each school. A copy of the district's management plan is kept in the front offices of each respective campus and the administration office and is available for inspection during normal business hours.

Pest Control Treatment

Policies CLB, DI

Employees are prohibited from applying any pesticide or herbicide without appropriate training and prior approval of the integrated pest management (IPM) coordinator. Any application of pesticide or herbicide must be done in a manner prescribed by law and the district's integrated pest management program.

Notices of planned pest control treatment will be posted in a district building 48 hours before the treatment begins. Notices are generally located in the front offices of each respective campus and the administration office. In addition, individual employees may request in writing to be notified of pesticide applications. An employee who requests individualized notice will be notified by telephone, written, or electric means. Pest control information sheets are available from campus principals or facility managers upon request.

General Procedures

Emergency School Closing

The district may close schools because of severe weather, epidemics, or other emergency conditions. When such conditions exist, the Superintendent will make the official decision concerning the closing of the district's facilities. When it becomes necessary to open late, to release students early, or to cancel school, district officials will post a notice on the district's website and notify the local radio and television stations.

Emergencies

Policies CKC, CKD

All employees should be familiar with the safety procedures for responding to emergencies, including a medical emergency. Employees should locate evacuation diagrams posted in their work areas and be familiar with shelter in place, lockout, and lockdown procedures. Emergency drills will be conducted to familiarize employees and students with safety and evacuation procedures. Each campus is equipped with an automatic external defibrillator. Fire extinguishers are located throughout all district buildings. Employees should know the location of these devices and procedures for their use.

Purchasing Procedures

Policy CH

All requests for purchases must be submitted to the Business Department on an official district purchase order (PO) form with the appropriate approval signatures. No purchases, charges, or commitments to buy goods or services for the district can be made without a PO number. The

district will not reimburse employees or assume responsibility for purchases made without authorization. Employees are not permitted to purchase supplies or equipment for personal use through the district's business office. Contact Business Department for additional information on purchasing procedures.

Name and Address Changes

It is important that employment records be kept up to date. Employees must notify the campus and Human Resource Department if there are any changes or corrections to their name, home address, contact telephone number, marital status, emergency contact, or beneficiary. The form to process a change in personal information can be obtained from the Human Resources Department.

Personnel Records

Policy DBA, GBA

Most district records, including personnel records, are public information and must be released upon request. In most cases, an employee's personal e-mail is confidential and may not be released without the employee's permission.

Employees may choose to have the following personal information withheld:

- Address
- Phone number, including personal cell phone number
- Emergency contact information
- Information that reveals whether they have family members

The choice to not allow public access to this information or change an existing choice may be made at any time by submitting a written request to Human Resources. New or terminated employees have 14 days after hire or termination to submit a request. Otherwise, personal information will be released to the public until a request to withhold the information is submitted.

Facility Use

Policies DGA, GKD

Employees who wish to use district facilities after school hours must follow established procedures. District Office Receptionist is responsible for scheduling the use of facilities after school hours. Contact the District Office Receptionist to request to use school facilities and to obtain information on the fees charged.

Resignations

Policy DFE, DHB

Contract Employees. Contract employees may resign their position without penalty at the end of any school year if written notice is received at least 45 days before the first day of instruction of the following school year. A written notice of resignation should be submitted to the Superintendent or other persons designated by the board of trustees, which includes the Human Resources Director. Supervisors who have not been designated by the board to accept resignations shall instruct the employee to submit the resignation to the superintendent, or other person designated by board action. Contract employees may resign at any other time only with the

approval of the superintendent or the board of trustees. Resignation without consent may result in disciplinary action by the State Board for Educator Certification (SBEC).

The principal is required to notify the superintendent of an educator's resignation within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency*. The superintendent will notify SBEC when an employee resigns and there is evidence to indicate that the employee has engaged in such misconduct.

Noncontract Employees. Noncontract employees may resign their position at any time. A written notice of resignation should be submitted to the superintendent at least two weeks prior to the effective date. Employees are encouraged to include the reasons for leaving in the letter of resignation but are not required to do so.

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Dismissal or Nonrenewal of Contract Employees

Policies DF Series, DHB

Employees on probationary, term, and continuing contracts can be dismissed during the school year according to the procedures outlined in district policies. Employees on probationary or term contracts can be nonrenewed at the end of the contract term. Contract employees dismissed during the school year, suspended without pay, or subject to a reduction in force are entitled to receive notice of the recommended action, an explanation of the charges against them, and an opportunity for a hearing. The timelines and procedures to be followed when a suspension, termination, or nonrenewal occurs will be provided when a written notice is given to an employee.

The principal is required to notify the superintendent of an educator's termination within seven business days following an alleged incident of misconduct for any of the acts listed in *Reports to Texas Education Agency*. The superintendent will notify SBEC when an employee is terminated and there is evidence to indicate that the employee has engaged in such misconduct.

Advance notification requirements do not apply when a contract employee is dismissed for failing to obtain or maintain appropriate certification or when the employee's certification is revoked for misconduct. Information on the timelines and procedures can be found in the DF series policies that are provided to employees or are available online.

Dismissal of Noncontract Employees

Policies DCD, DP

Noncontract employees are employed at will and may be dismissed without notice, a description of the reasons for dismissal, or a hearing. It is unlawful for the district to dismiss any employee for reasons of race, color, religion, gender, national origin, age, disability, military status, genetic information, any other basis protected by law, or in retaliation for the exercise of certain protected

legal rights. Noncontract employees who are dismissed have the right to grieve the termination. The dismissed employee must follow the district process outlined in this handbook when pursuing the grievance. (See *Complaints and Grievances*)

The principal is required to notify the superintendent of a noncertified employee's resignation or termination within seven business days following an alleged incident of misconduct of abuse of a student, or was involved in a romantic relationship with or solicited or engaged in sexual conduct with a student or minor. The superintendent will notify TEA within seven business days of receiving a report from a principal or knew about an employee's resignation or termination following an alleged incident of misconduct described above.

Discharge of Convicted Employees

Policy DF

The district shall discharge any employee who has been convicted of or placed on deferred adjudication community supervision for an offense requiring the registration as a sex offender or convicted of a felony under Title 5 Penal Code if the victim was a minor. TEC §22.085 lists the reasons an employee must be discharged.

If the offense is more than 30 years before the date the person's employment began or the person satisfied all terms of the court order entered on conviction the requirement to discharge does not apply

Exit Interviews and Procedures

Exit interviews will be scheduled for all employees leaving the district. Information on the continuation of benefits, release of information, and procedures for requesting references will be provided at this time. Separating employees are asked to provide the district with a forwarding address and phone number and complete a questionnaire that provides the district with feedback on his or her employment experience. All district keys, books, property, including intellectual property, and equipment must be returned upon separation from employment.

Reports to Texas Education Agency

Policies DF, DHB, DHC

Certified Employees. The resignation or termination of a certified employee must be reported to the Division of Investigations at TEA if there is evidence that the employee was involved in any of the following:

- Any form of sexual or physical abuse of a minor or any other unlawful conduct with a student or a minor
- Soliciting or engaging in sexual contact or a romantic relationship with a student or minor
- The possession, transfer, sale, or distribution of a controlled substance
- The illegal transfer, appropriation, or expenditure of district or school property or funds
- An attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit for the purpose of promotion or additional compensation
- Committing a criminal offense or any part of a criminal offense on district property or at a school-sponsored event

The reporting requirements above are in addition to the superintendent’s ongoing duty to notify TEA when a certified employee or an applicant for certification has a reported criminal history. “Reported criminal history” means any formal criminal justice system charges and dispositions including arrests, detentions, indictments, criminal information, convictions, deferred adjudications, and probations in any state or federal jurisdiction that is obtained by a means other than the Fingerprint-based Applicant Clearinghouse of Texas (FACT).

Noncertified Employees. The voluntary or involuntary separation of a noncertified employee from the District must be reported to the Division of Investigations at TEA by the superintendent if there is evidence the employee abused or otherwise committed an unlawful act with a student or minor, was involved in a romantic relationship with a student or minor, or solicited or engaged in sexual contact with a student or minor.

Reports Concerning Court-Ordered Withholding

The district is required to report the termination of employees that are under court order or writ of withholding for child support or spousal maintenance. Notice of the following must be sent to the support recipient and the court or, in the case of child support, the Texas Attorney General Child Support Division:

- Termination of employment not later than the seventh day after the date of termination
- Employee’s last known address
- Name and address of the employee’s new employer, if known
-

Student Issues

Equal Educational Opportunities

Policies FB, FFH

Tornillo ISD does not discriminate on the basis of race, color, religion, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

Questions or concerns about discrimination against students based on sex, including sexual harassment should be directed to the Superintendent.

Student Records

Policy FL

Student records are confidential and are protected from unauthorized inspection or use. Employees should take precautions to maintain the confidentiality of all student records. The following people are the only people who have general access to a student’s records:

- Parents: Married, separated, or divorced unless parental rights have been legally terminated and the school has been given a copy of the court order terminating parental rights
- The student: The rights of parents transfer to a student who turns 18 or is enrolled in an institution of post-secondary education. A district is not prohibited from granting the student access to the student’s records before this time.

- School officials with legitimate educational interests

The student handbook provides parents and students with detailed information on student records. Parents or students who want to review student records should be directed to the campus principal for assistance.

Parent and Student Complaints

Policy FNG

In an effort to hear and resolve parent and student complaints in a timely manner and at the lowest administrative level possible, the board has adopted orderly processes for handling complaints on different issues. Any campus office or the superintendent's office can provide parents and students with information on filing a complaint.

Parents are encouraged to discuss problems or complaints with the teacher or the appropriate administrator at any time. Parents and students with complaints that cannot be resolved to their satisfaction should be directed to the campus principal. The formal complaint process provides parents and students with an opportunity to be heard up to the highest level of management if they are dissatisfied with a principal's response.

Administering Medication to Students

Policy FFAC

Only designated employees may administer prescription medication, nonprescription medication, and herbal or dietary supplements to students. Exceptions apply to the self-administration of asthma medication, medication for anaphylaxis (e.g., EpiPen[®]), and medication for diabetes management, if the medication is self-administered in accordance with district policy and procedures. A student who must take any other medication during the school day must bring a written request from his or her parent and the medicine in its original, properly labeled container. Contact the principal or school nurse for information on procedures that must be followed when administering medication to students.

Dietary Supplements

Policies DH, FFAC

District employees are prohibited by state law from knowingly selling, marketing, or distributing a dietary supplement that contains performance-enhancing compounds to a student with whom the employee has contact as part of his or her school district duties. In addition, employees may not knowingly endorse or suggest the ingestion, intranasal application, or inhalation of a performance-enhancing dietary supplement to any student.

Psychotropic Drugs

Policy FFAC

A psychotropic drug is a substance used in the diagnosis, treatment, or prevention of a disease or as a component of a medication. It is intended to have an altering effect on perception, emotion, or behavior and is commonly described as a mood- or behavior-altering substance.

District employees are prohibited by state law from doing the following:

- Recommending that a student use a psychotropic drug
- Suggesting a particular diagnosis
- Excluding from class or school-related activity a student whose parent refuses to consent to a psychiatric evaluation or to authorize the administration of a psychotropic drug to a student

Student Conduct and Discipline

Policies in the FN series and FO series

Students are expected to follow the classroom rules, campus rules, and rules listed in the Student Handbook and Student Code of Conduct. Teachers and administrators are responsible for taking disciplinary action based on a range of discipline management strategies that have been adopted by the district. Other employees that have concerns about a particular student's conduct should contact the classroom teacher or campus principal.

Student Attendance

Policy FEB

Teachers and staff should be familiar with the district's policies and procedures for attendance accounting. These procedures require minor students to have parental consent before they are allowed to leave campus. When absent from school, the student upon returning to school, must bring a note signed by the parent that describes the reason for the absence. These requirements are addressed in campus training and in the student handbook. Contact the campus principal for additional information.

Bullying

Policy FFI

Bullying is defined by §TEC 37.0832. All employees are required to report student complaints of bullying, including cyber bullying, to the campus administration. The district's policy includes definitions and procedures for reporting and investigating bullying of students, FFI(LOCAL) and is reprinted below:

<https://pol.tasb.org/PolicyOnline?key=443>

Hazing

Policy FNCC

Students must have prior approval from the principal or designee for any type of "initiation rites" of a school club or organization. While most initiation rites are permissible, engaging in or permitting "hazing" is a criminal offense. Any teacher, administrator, or employee who observes a student engaged in any form of hazing, who has reason to know or suspect that a student intends to engage in hazing or has engaged in hazing must report that fact or suspicion to the designated campus administrator.

Technology Acceptable Use Policy

Purpose

The technology resources at Tornillo Independent School District support the organization's mission of educating all students for success. Use of these resources is extended to employees, students, contractors, and the public. As a user of these resources, you have access to valuable equipment, potentially sensitive data, and to internal and external networks. Consequently, it is important for all users to act in a responsible, ethical, and legal manner. In general, acceptable use shall be taken to mean respecting the rights of other digital users, the integrity of physical and digital assets, pertinent licenses, contractual agreements, and where applicable, maintaining compliance with legal and regulatory requirements. This document establishes specific requirements for the use of all computing and network resources within the district.

Scope

The Technology Acceptable Use Agreement applies to all users of technology resources owned or managed by the district, as well as personally owned technology devices connected to the district network and applications. Individuals covered by the policy include, but are not limited to, full-time employees, part-time employees, students, contractors, interns, partners, parents and guardians, and volunteers accessing network services. Technology resources include all District-owned, licensed, or managed hardware and software and use of the district network via a physical or wireless connection, regardless of the ownership of the device connected to the network.

Your Rights and Responsibilities

As a user of District technology resources, you are permitted to use technology and information assets that are required to perform work and educational duties, including access to certain computer systems, servers, software and databases, telephone, email and voicemail systems, and the Internet. You have a limited expectation of privacy in your use of District technology resources. The district makes reasonable efforts to protect users from abuse and intrusion by others sharing these resources. In turn, you are responsible for knowing and understanding the policies of the district that apply to the appropriate use of technology resources. You are responsible for exercising good judgment regarding the use of District technological and information resources and remaining in compliance with all applicable policies.

Principles

- You shall only use devices, accounts, and digital files for which you have authorization to access and resources needed to perform your stated job function.
- You shall adhere to the district's password standards to protect your passwords and to secure resources against unauthorized use or access.
- You are individually responsible for appropriate use of all resources assigned to you, including the electronic device, network resources, software, and hardware.
- You shall not allow any unauthorized person to access District devices, networks, or information.
- You shall not attempt to access or provide resources to access restricted portions of the network, an operating system, security software, or other administrative applications without appropriate authorization by the system owner or administrator.
- You shall comply with the policies and guidelines for any specific set of resources to which you have been granted access. When other policies are more restrictive than this policy, the more restrictive policy takes precedence.
- You shall not engage in deliberate activity to degrade the performance of technology resources, deprive an authorized user access to District resources, or circumvent District cyber security measures.
- You shall not attempt to bypass any security control unless you have been specifically authorized to do so by the Technology Administrator.

- You shall not store, share, process, analyze, or otherwise communicate confidential information, data, or files using unauthorized mediums, applications, or infrastructure, including but not limited to cloud storage, personal electronic storage, or unauthorized applications.
- The district shall be bound by contractual and licensing agreements regarding third party resources. You are expected to comply with all such agreements when using such resources.
- Any security issues or potential security issues discovered shall be reported to the Director of Information Security or his/her designee for follow-up investigation.
- There is no special purchasing agreement available for employees who retire or are no longer employed by the district.
- All technology equipment or devices are subject to scheduled or unscheduled monitoring, inspections, imaging, inventory update, maintenance update, and cleaning.

General Rules & Expectations

- Intended for instructional or professional use only.
- Report all software or hardware malfunction via work order ticket.
- Installation, removal, or modification of any application or alteration to the configuration of the operating system in any way is prohibited.
- Should be used solely by the assigned user whether at home or in the classroom and is not meant to be used by family members.
- Employees are responsible for backing up work files to external sources, e.g., cloud storage, USB hard drive, or USB flash drive. District will NOT be liable for any lost data or for the restoration of files in the event of a hardware failure or malfunction.
- Do not leave technology equipment or devices in vehicle or other inappropriate places in extreme temperatures. Heat, moisture, and dirt are generally considered threats to all electronic devices.
- File-sharing, including downloading music or any other activity that violates copyright laws is not permitted.
- Do not mark the devices in any way with markers, stickers, or labels. Each device may be labeled with a district identification barcode or name.
- Misuse or violations of the Technology Acceptable Use Policy or any applicable local policies and laws could result in restrictions, removal from the program and/or criminal charges.
- Any inappropriate web or email activity can result in loss of the laptop privilege. The use of proxy servers is strictly forbidden.
- The use of a technology equipment or device is a privilege that can be revoked. Inappropriate use or neglect can result in limits to or loss of use.
- There is no expectation of any kind of privacy. The district has a right to access all information on equipment or devices.
- To the extent there is any personally identifiable student information on a device, this information shall be kept confidential as required by state and federal law.

Agreement Terms

- I understand that if I am issued a device, it will be to facilitate my work; it will be in my possession for use at and away from school.
- I understand I am responsible for the device, carrying case, and power adapter as issued to me and that I will care for the equipment in such a manner as to prevent loss or damage. Device and accessories will be returned upon termination of my employment, or at any time as specifically directed by a District authority.
- I will exercise reasonable care and judgment in preventing any theft or loss of or damage to the device, and to use the device daily for work tasks as needed.
- If the device is stolen or lost, I will immediately notify my campus administrator and the technology department. I will complete a police report with the local law enforcement within twenty-four (24)

hours and provide a hard copy of the report, a case number, and any other information requested by the campus administration or technology department.

- If device is lost, stolen or damaged due to my intentional act, neglect, or abuse of the laptop, or because of my failure to follow board policies, rules or guidelines, including this agreement, I will be responsible to reimburse the district for the cost of damage repairs or the depreciated cost of the laptop. I hereby authorize the district to deduct these costs from my salary.

Internet Acceptable Use Policy

User Responsibilities

These guidelines are intended for employees and students to make the best use of the Internet resources at their disposal. When using the District's Internet access facilities, you should understand and comply with the following guidelines:

Tornillo ISD's Internet Acceptable Use Policy ("IAUP") is to prevent unauthorized access and other unlawful activities by users online, prevent unauthorized disclosure of or access to sensitive information, and to comply with the Children's Internet Protection Act ("CIPA"). As used in this policy, "user" includes anyone using the computers, Internet, email, chat rooms, instant messaging (IM), peer-to-peer P2P, and other forms of direct electronic communications or equipment provided by Tornillo ISD. It also covers any outside equipment that uses the district's network to access the Internet.

Tornillo ISD will use technology protection measures to block or filter, to the extent possible, access of visual depictions that are obscene, pornographic, and harmful to **minors** over the network. Tornillo ISD reserves the right to monitor users' online activities and to access, review, copy, and store or delete any electronic communication or files and disclose them to others as it deems necessary. Users should have no expectation of privacy regarding their use of district property, network and/or Internet access or files, including email.

Schools must qualify students using the computer network and Internet access at the beginning of each school year with a signed IAUP. Students who are under 18 must have their parents or guardians sign the IAUP and schools must keep the signed page on file. Once signed, the permission/acknowledgement page remains in effect until revoked by the parent, or the student loses the privilege of using the district's network due to violation of the policy or is no longer a student of this district.

Employees and other users are required to follow this policy. Even without signature, all users must follow this policy and report any misuse of the network or Internet to a teacher, supervisor or other appropriate district personnel. Access is provided primarily for education and district business. Staff may use the Internet, for incidental personal use during duty-free time. By using the network, users have agreed to this policy. If a user is uncertain about whether a particular use is acceptable or appropriate, he or she should consult a teacher, supervisor or other appropriate district personnel.

It shall be the responsibility of all members of the Tornillo ISD staff to educate, supervise and monitor appropriate usage of the online computer network and access to the Internet in accordance with this policy, the Children's Internet Protection Act, the Neighborhood Children's Internet

Protection Act, and the Protecting Children in the 21st Century Act.

Tornillo ISD will conduct annual trainings at the start of each school year that will educate all students including minors about appropriate online behavior, including interacting with other individuals on social networking websites and in chat rooms, cyber bullying awareness, and response.

The following are examples of inappropriate activities on the Internet, but the district reserves the right to take immediate action regarding activities (1) that create security and/or safety issues for the district, students, employees, schools, network or computer resources, or (2) that expend district resources on content the district in its sole discretion determines lacks legitimate educational content/purpose, or (3) other activities as determined by district as inappropriate.

- Violating any state or federal law or municipal ordinance, such as: accessing or transmitting pornography of any kind, obscene depictions, harmful materials, materials that encourage others to violate the law, confidential information, or copyrighted materials.
- Criminal activities that can be punished under law.
- Selling or purchasing illegal items or substances.
- Obtaining and/or using anonymous email sites; spamming; spreading viruses.
- Causing harm to others or damage to their property, such as:
 1. Using profane, abusive, or impolite language; threatening, harassing, or making damaging or false statements about others or accessing, transmitting, or downloading offensive, harassing, or disparaging materials.
 2. Deleting, copying, modifying, or forging other users' names, emails, files, or data; disguising one's identity, impersonating other users, or sending anonymous email.
 3. Damaging computer equipment, files, data, or the network in any way, including intentionally accessing, transmitting or downloading computer viruses or other harmful files or programs, or disrupting any computer system performance.
 4. Using any district computer to pursue "hacking," internal or external to the district, or attempting to access information protected by privacy laws; or
 5. Accessing, transmitting or downloading large files, including "chain letters" or any type of "pyramid schemes".
- Engaging in uses that jeopardize access or lead to unauthorized access into others' accounts or other computer networks, such as:
 1. Using another's account password(s) or identifier(s).
 2. Interfering with other users' ability to access their account(s); or
 3. Disclosing anyone's password to others or allowing them to use another's account(s).
- Using the network or Internet for Commercial purposes:
 1. Using the Internet for personal financial gain.
 2. Using the Internet for personal advertising, promotion, or financial gain; or
 3. Conducting for-profit business activities and/or engaging in non-government related fundraising or public relations activities such as solicitation for religious purposes, lobbying for personal political purposes.

Student Internet Safety

1. Students under the age of eighteen should only access district accounts outside of school if a parent or legal guardian always supervises their usage. The student's parent

- or guardian is responsible for monitoring the minor's use.
2. Students shall not reveal on the Internet personal information about themselves or other persons. For example, students should not reveal their name, home address, telephone number, or display photographs of themselves or others.
 3. Students shall not meet in person anyone they have met only on the Internet; and
 4. Students must abide by all laws, this Internet Acceptable Use Policy and all district security policies.

Penalties for Improper Use

The use of a Tornillo ISD account is a privilege, not a right, and misuse will result in the restriction or cancellation of the account. Misuse may also lead to disciplinary and/or legal action for both students and employees, including suspension, expulsion, dismissal from District employment, or criminal prosecution by government authorities. Tornillo ISD will attempt to tailor any disciplinary action to the specific issues related to each violation.

Disclaimer

Tornillo ISD makes no guarantees about the quality of the services provided and is not responsible for any claims, losses, damages, costs, or other obligations arising from use of the network or accounts. Any additional charges a user accrues due to the use of the district's network are to be borne by the user. Tornillo ISD also denies any responsibility for the accuracy or quality of the information obtained through user access. Any statement, accessible on the computer network or the Internet, is understood to be the author's individual point of view and not that of the district, its affiliates, or employees.

Adoption

This Internet Safety Policy was adopted by the Board of Tornillo ISD at a public meeting, following normal public notice, on 5/14/2012.

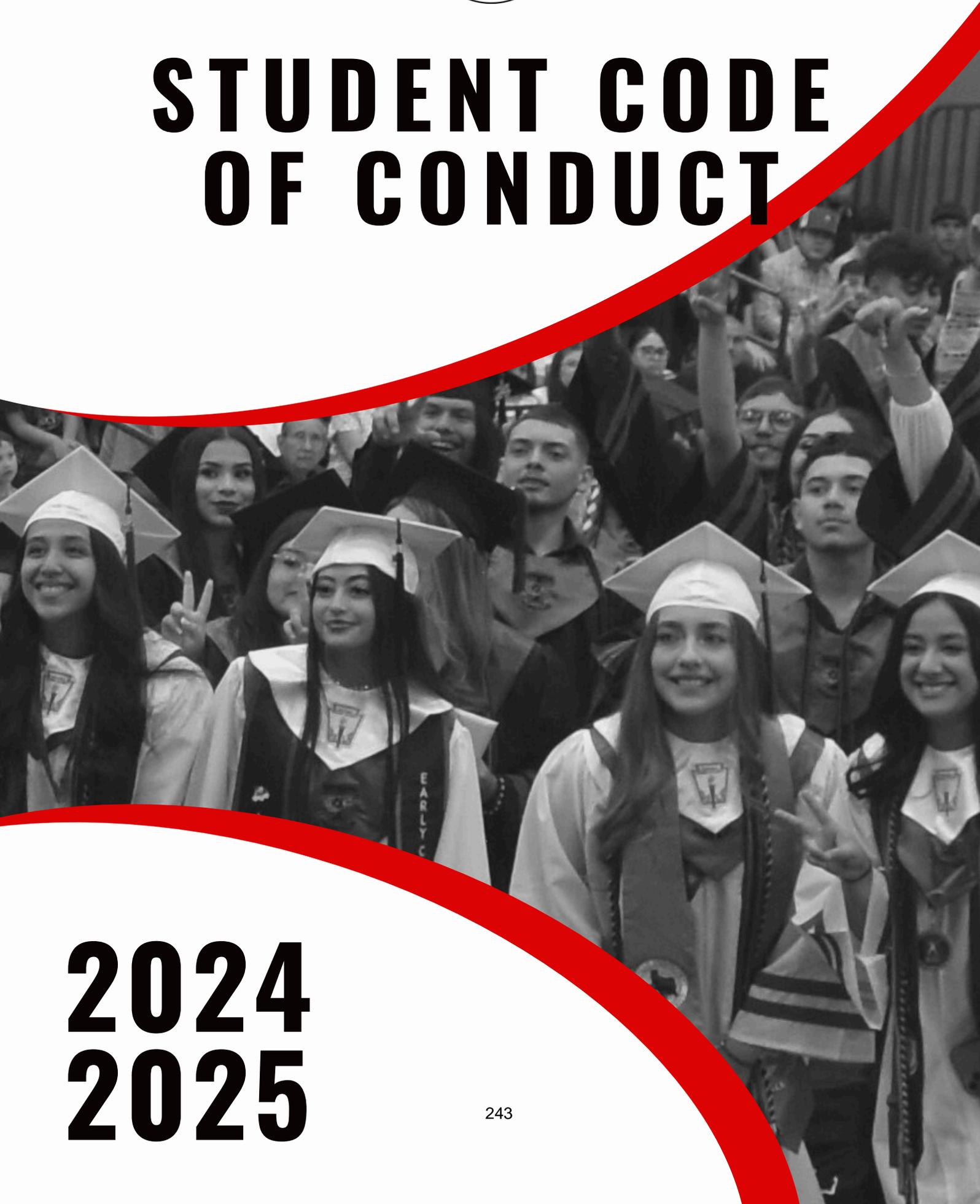
Contact Us

If you have questions about this privacy statement or the comments about the website, please email GarciaC@tisd.us or write to:

Technology Department
Tornillo Independent School District
PO Box 170
Tornillo, TX 79853



STUDENT CODE OF CONDUCT



**2024
2025**

Tornillo Independent School District

Board of Trustees



Marlene Bullard
Board President



Ida Estrada
Board Vice President



Ofelia Bosquez
Board Secretary



Daniel Dozal
Trustee



Hector Lopez
Trustee



Maria "Kika" Saldaña
Trustee



Enrique Vega
Trustee



Rosy Vega-Barrio
Superintendent

The Tornillo Independent School District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is a violation of District policy.

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and Reports of discrimination based on disability may be directed to the ADA/Section 504 coordinator and to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended: Superintendent, 19200 Cobb Avenue, Tornillo, TX 79853, (915) 765-3000.

If you have difficulty accessing the information in this document because of disability, please contact the district at (915)765-3000.

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Tornillo ISD Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at 915-765-3000.

Purpose

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

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

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.tisd.us.

Threat Assessment and Safe and Supportive School Team

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

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at

FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

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

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

Reporting Crimes

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

Security Personnel

The board utilizes school resource officers (SROs) and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

School District Authority and Jurisdiction

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

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

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

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

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

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

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

Property Offenses

Students shall not:

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

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or

- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

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

Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

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

Misuse of Technology Resources and the Internet

Students shall not:

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

General Conduct Violations

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

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

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

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

Techniques

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

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

Discipline Management Techniques

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

Prohibited Aversive Techniques

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

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

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

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

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

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: www.tisd.us.

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

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may initiate a formal removal from class if:

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

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

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

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

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

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

Returning a Student to the Classroom

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

Removal from the Regular Educational Setting

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

6. A student's status as homeless.

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.

Disciplinary Alternative Education Program (DAEP) Placement

- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion**.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion**.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

At the conference, the CBC or appropriate administrator shall provide the student:

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Consideration of Mitigating Factors

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

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

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for

Disciplinary Alternative Education Program (DAEP) Placement

graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

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

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

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

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

Disciplinary Alternative Education Program (DAEP) Placement

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: www.tisd.us.

Appeals shall begin at Level One with the campus principal/administrator.

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

Restrictions During Placement

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

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

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

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

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

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

Placement and/or Expulsion for Certain Offenses

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

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

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

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement and/or Expulsion for Certain Offenses

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 20.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school’s real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school’s real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student’s person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and

Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]

- A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

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

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

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

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the superintendent shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

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

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for

the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

- c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
- d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- e. Making a telephone call and intentionally failing to hang up or disengage the connection;
- f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- 1. Any type of physical brutality;
- 2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- 3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
- 4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student’s arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.

- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;

- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Tobacco Product includes any product that is made or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, snuff or snus. This definition also includes e-cigarettes if and where not otherwise specified. See **e-cigarette** on page 39.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.



(LOCAL) Policies Packet

For your convenience, this file contains *only* **the** local policies from your school district's TASB update packet.

What is in this packet?

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

This is not the full update packet.

To retrieve your district's full update packet, log in to Policy Online® and visit My Policy Manual > Local Manual Updates > Numbered Updates.

What is in the full update packet?

The full update packet contains:

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

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

Instruction Sheet
TASB Localized Policy Manual Update 123

Tornillo ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
BBD	(LOCAL)	Replace policy	Revised policy
BBFA	(LOCAL)	Replace policy	Revised policy
CKC	(LOCAL)	Replace policy	Revised policy
CKE	(LOCAL)	ADD policy	See explanatory note
CQC	(LOCAL)	ADD policy	See explanatory note
DGBA	(LOCAL)	Replace policy	Revised policy
EEH	(LOCAL)	Replace policy	Revised policy
EF	(LOCAL)	DELETE policy	See explanatory note
EFA	(LOCAL)	ADD policy	See explanatory note
EFB	(LOCAL)	ADD policy	See explanatory note
FNG	(LOCAL)	Replace policy	Revised policy
GF	(LOCAL)	Replace policy	Revised policy

Explanatory Notes

TASB Localized Policy Manual Update 123

Tornillo ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Unless otherwise noted, references to legislative bills throughout these explanatory notes refer to Senate Bills (SB) or House Bills (HB) from the 88th Legislature, regular and special sessions. All referenced bills have already gone into effect unless otherwise noted.

The Local Policy Overview for Update 123, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online® (TASB login required), 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 and are not adopted by the board.**

BBD(LOCAL)

BOARD MEMBERS: TRAINING AND ORIENTATION

HB 3033 authorizes the attorney general to require trustees to complete training on the Public Information Act if the attorney general finds that there has been a violation of the Act. Language is recommended to make clear that this training after a violation cannot be delegated to the district's Public Information Act coordinator.

BBFA(LOCAL)

ETHICS: CONFLICT OF INTEREST DISCLOSURES

Language is recommended to clarify that a trustee's ethical duty to disclose a financial or other personal interest in board transactions goes beyond the statutory conflicts of interest set out in state and federal law. The added language serves to demonstrate a commitment to avoid undue influence, increase transparency, and avoid the appearance of impropriety in public dealings.

CKC(LOCAL)

SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

A section on Notice Regarding Violent Activity is recommended to comply with legal requirements. Administrative procedures must be created to align with TEA's model standards.

CKE(LOCAL)

SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

To address in one policy all security arrangements a district may have implemented, we have added CKE(LOCAL) with provisions to address school resources officers and employees serving as security officers based on the district's security survey responses. Please contact your policy consultant if you have any questions or need further adjustments to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

CQC(LOCAL)

TECHNOLOGY RESOURCES: EQUIPMENT

This new local policy is recommended to meet the legal requirement for the board to adopt a policy for the effective integration of digital devices in the district. The policy language adopts the model health and safety guidelines developed by TEA and the Health and Human Services Commission and clarifies that the superintendent must develop regulations for implementation.

DGBA(LOCAL)

PERSONNEL-MANAGEMENT RELATIONS: EMPLOYEE COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Explanatory Notes

TASB Localized Policy Manual Update 123

Tornillo ISD

Also, to accommodate planned restructuring of policy DIA, we have revised the references to that code in this policy to reflect the DIA series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

EEH(LOCAL) INSTRUCTIONAL ARRANGEMENTS: HOMEBOUND INSTRUCTION

TEA's revisions to the *Student Attendance Accounting Handbook (SAAH)* prompted recommended updates to this policy. Students may now receive homebound services for psychological, as well as medical, conditions. The *SAAH* also indicates that the weeks of confinement due to a medical or psychological condition do not need to be consecutive to qualify. The policy language has been updated to reflect this change.

EF(LOCAL) INSTRUCTIONAL RESOURCES

As explained at EF(LEGAL), above, this local policy addressing instructional resources is being deleted. New local policies to address instructional materials and library materials separately are included at EFA and EFB.

EFA(LOCAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

The enclosed policy regarding instructional materials is recommended to coordinate with the policy addressing library materials at EFB(LOCAL). The provisions previously housed at EF(LOCAL) have been moved to this code with the following revisions:

- At Selection, a clarification has been made to reflect that instructional materials must be chosen in accordance with stated objectives and administrative regulations and may include items from the State Board of Education list.
- At Reconsideration of Instructional Materials, the list of individuals who can submit a request for reconsideration has been revised. This change is recommended to align with the list provided in the new EFB(LOCAL), which permits an employee or parent or guardian to submit these requests. If the district would like to expand this list, please contact your policy consultant.

Please review the information at Formal Reconsideration, which specifies who will receive forms requesting the reconsideration of instructional material and who will appoint a reconsideration committee. If the policy needs to identify a different position for these responsibilities, please contact your policy consultant for assistance with revisions.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

EFB(LOCAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

This recommended policy aligns with changes to the Administrative Code and the new collection development standards for school libraries as a result of HB 900. Please review the following information in your policy:

- The location of the form for formal reconsideration;
- The position title for the person responsible for appointing the reconsideration committee; and
- The number of days allocated for appointing the committee, providing the material for review to the committee, and completing the committee's final report.

Explanatory Notes

TASB Localized Policy Manual Update 123

Tornillo ISD

If any information needs to be updated or if further revisions to the policy are needed, please contact your policy consultant for assistance.

FNG(LOCAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes.

Also, to accommodate planned restructuring of policy FFH, we have revised the references to that code in this policy to reflect the FFH series. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

GF(LOCAL) PUBLIC COMPLAINTS

Extensive revisions within the CKE policy series necessitated an update to the cross-reference in the list of other complaint processes. No other changes have been made to this policy.

The Legal Issues in Update 123 memo, available with your Update 123 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

BOARD MEMBERS
TRAINING AND ORIENTATION

BBD
(LOCAL)

**Public Information
Coordinator**

After Election or
Appointment

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

After a Violation

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

**Reporting
Continuing
Education Credit**

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

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Notice Regarding
Violent Activity**

The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into a memorandum of understanding (MOU) with each local law enforcement agency that provides the District with school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU, a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer shall receive at least the minimum amount of education and training required by law.

[See CKE(LEGAL) and CKEC(LEGAL)]

**Security Officers
Authorized to
Possess Firearms**

To assist with implementing the District's comprehensive safety programs, the District shall employ security officers as defined by Occupations Code Chapter 1702. To be authorized to carry a firearm, a security officer shall have completed the Department of Public Safety (DPS) Level III training course in order to be commissioned. The District shall comply with DPS rules for the employment of commissioned security officers. Security officers shall be accountable to and shall report to the Superintendent.

Jurisdiction

The jurisdiction of security officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authorization

Pursuant to its authority under state law, the Board shall authorize security officers to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each authorized security officer shall have immunities as provided by law.

Each specifically authorized security officer shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved security officer. The written authorization shall specify the District premises and other property where the security officer is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a security officer's authorization to possess a firearm under this policy.

In addition, authorization for a security officer to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.

Duties

An authorized security officer shall not perform routine law enforcement duties unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.

In addition to complying with the relevant DPS regulations, a security officer shall:

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

1. Act as necessary to protect the safety and welfare of any person in the jurisdiction of the District;
2. Maintain school security by patrolling campus hallways, completing door checks, and monitoring the perimeter of the campus throughout the day;
3. Routinely check exterior doors and interior classroom doors to ensure they are locked;
4. Complete weekly exterior door audits;
5. Inform campus administrators of malfunctioning cameras, doors, locks, gates, windows, etc., that require the submission of a work order for repair;
6. Assist with campus safety drills (i.e., fire, hold, secure, lock-down, evacuate, shelter);
7. Assist and coordinate with law enforcement personnel as needed;
8. Notify the police, fire department, emergency responders, or other appropriate authority of any situation requiring immediate attention; and
9. Perform other tasks and carry out all other lawful duties as directed by the Superintendent.

Handgun Licensees Each security officer shall be required to maintain a current license to carry a handgun in accordance with state law.

Training In addition to the training required by law and applicable DPS rules, each security officer assigned to a campus shall receive training in the following:

1. Student mental health, including suicide awareness;
2. Trauma-informed care;
3. Age-appropriate responses;
4. Child abuse identification and reporting;
5. Bullying, cyberbullying, harassment, and dating violence;
6. Special accommodations for students with disabilities (including behavior de-escalation techniques);
7. Confidentiality; and
8. Board policies and District regulations.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

Permitted Weapons
and Ammunition

Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.

Implementation

The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with the DIA series.
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with the DIA series.
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with the DIA series.
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Response	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the con-

ference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board

with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

General Education

Consistent with the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks need not be consecutive.

If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program, as applicable.

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the administrator may offer a concerned parent an alternative instructional ma-

material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EFA.

**Collection
Development Policy**

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, “library materials” may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District’s collection development purpose and goals.

Collection
Development Goals

In addition to the requirements in state law and rules, the District’s library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and
Evaluation of
Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

Protection from
Inappropriate
Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of
Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or administrator shall try to resolve the matter informally. The librarian or ad-

ministrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Reconsideration
Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with the FFH series.
2. Complaints concerning dating violence shall be submitted in accordance with the FFH series.
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with the FFH series.
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with the CKE series.
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or parent and administration to each make a presentation and provide re-

buttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint
Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with the CKE series.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

**Freedom from
Retaliation**

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation from the administration, and questions from the Board with re-

sponses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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 make 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	800.580.1488

**Public Information
Coordinator**

After Election or
Appointment

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

After a Violation

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

**Reporting
Continuing
Education Credit**

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

In addition to disclosures required by law, a Board member shall disclose to the Board any personal financial interest, business interest, or obligation or relationship that in any way creates a potential conflict of interest with a vote on a pending matter.

A Board member shall not use coercive means or promise special treatment in order to influence Board or District decisions, nor use the member's position to seek personal advantage. [See also BBF(LOCAL)]

**Annual Financial
Management Report**

Each Board member shall provide to the District in a timely manner information necessary for the District's annual financial management report. [See CFA]

**Emergency
Operations Plan**

The Superintendent shall ensure updating of the District's emergency operations plan and ongoing staff training.

As required by law, the emergency operations plan shall include the District's procedures addressing:

1. Reasonable security measures when District property is used as a polling place;
2. Response to an active shooter emergency;
3. Response to a nearby train derailment, as applicable; and
4. Access to campus buildings and materials necessary for a substitute teacher to carry out the duties of a District employee during an emergency or an emergency drill.

**Notice Regarding
Violent Activity**

- ~~4.~~ The Superintendent shall develop procedures to notify parents regarding violent activity that has occurred or is being investigated at a campus or other District facility or at a District-sponsored activity.

**School Resource
Officers**

To implement the District's comprehensive safety programs, the District has entered into a memorandum of understanding (MOU) with each local law enforcement agency that provides the District with school resource officers. School resource officers shall provide services consistent with the terms of the agreement, the comprehensive safety programs, and Board policy.

Jurisdiction

The jurisdiction of school resource officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authority and Duties

A school resource officer shall perform duties as described in the MOU and as included in the District improvement plan and the Student Code of Conduct. Pursuant to the MOU, a school resource officer shall:

1. Protect the safety and welfare of any person in the jurisdiction of the District and protect the property of the District.
2. Enforce all laws, including municipal ordinances, county ordinances, and state laws, and investigate violations of law as needed. In doing so, school resource officers may serve search warrants in connection with District-related investigations in compliance with the Texas Code of Criminal Procedure.
3. Arrest suspects consistent with state and federal statutory and constitutional standards governing arrests, including arrests without warrant, for offenses that occur in the officer's presence or under the other rules set out in the Texas Code of Criminal Procedure.
4. Coordinate and cooperate with commissioned officers of all other law enforcement agencies in the enforcement of this policy as necessary.
5. Enforce District policies, rules, and regulations on District property, in school zones, at bus stops, or at District functions.
6. Investigate violations of District policy, rules, and regulations as requested by the Superintendent and participate in hearings concerning alleged violations.
7. Carry a firearm in accordance with the MOU and the directives with the commissioning entity.
8. Carry out all other duties in accordance with the MOU.

A school resource officer shall not be assigned routine classroom discipline or administrative tasks. Each school resource officer

shall receive at least the minimum amount of education and training required by law.

[See CKE(LEGAL) and CKEC(LEGAL)]

**Security Officers
Authorized to
Possess Firearms**

To assist with implementing the District's comprehensive safety programs, the District shall employ security officers as defined by Occupations Code Chapter 1702. To be authorized to carry a firearm, a security officer shall have completed the Department of Public Safety (DPS) Level III training course in order to be commissioned. The District shall comply with DPS rules for the employment of commissioned security officers. Security officers shall be accountable to and shall report to the Superintendent.

Jurisdiction

The jurisdiction of security officers shall include all territory within District boundaries, as well as all real and personal property outside the boundaries of the District that is owned, leased, or rented by the District, or is otherwise under the District's control.

Authorization

Pursuant to its authority under state law, the Board shall authorize security officers to possess certain firearms in schools, at Board meetings, and at school-sponsored or school-related events on District property, to the extent allowed by law. Each authorized security officer shall have immunities as provided by law.

Each specifically authorized security officer shall be approved by action of the Board. The Superintendent shall issue written authorization to each approved security officer. The written authorization shall specify the District premises and other property where the security officer is authorized to carry a firearm, as well as the means of carrying and storing the firearm.

Revocation

The Superintendent, as well as the Board, shall have the authority to revoke at any time a security officer's authorization to possess a firearm under this policy.

In addition, authorization for a security officer to possess a firearm under this policy shall be automatically revoked if the employee is placed on administrative leave or separates from employment with the District, regardless of the reason.

Duties

An authorized security officer shall not perform routine law enforcement duties unless the duty is performed in response to an emergency that poses a threat of death or serious bodily injury to a student, employee, or other individual on a District campus.

In addition to complying with the relevant DPS regulations, a security officer shall:

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

1. Act as necessary to protect the safety and welfare of any person in the jurisdiction of the District;
2. Maintain school security by patrolling campus hallways, completing door checks, and monitoring the perimeter of the campus throughout the day;
3. Routinely check exterior doors and interior classroom doors to ensure they are locked;
4. Complete weekly exterior door audits;
5. Inform campus administrators of malfunctioning cameras, doors, locks, gates, windows, etc., that require the submission of a work order for repair;
6. Assist with campus safety drills (i.e., fire, hold, secure, lock-down, evacuate, shelter);
7. Assist and coordinate with law enforcement personnel as needed;
8. Notify the police, fire department, emergency responders, or other appropriate authority of any situation requiring immediate attention; and
9. Perform other tasks and carry out all other lawful duties as directed by the Superintendent.

Handgun Licensees Each security officer shall be required to maintain a current license to carry a handgun in accordance with state law.

Training In addition to the training required by law and applicable DPS rules, each security officer assigned to a campus shall receive training in the following:

1. Student mental health, including suicide awareness;
2. Trauma-informed care;
3. Age-appropriate responses;
4. Child abuse identification and reporting;
5. Bullying, cyberbullying, harassment, and dating violence;
6. Special accommodations for students with disabilities (including behavior de-escalation techniques);
7. Confidentiality; and
8. Board policies and District regulations.

SAFETY PROGRAM/RISK MANAGEMENT
SECURITY PERSONNEL

CKE
(LOCAL)

Permitted Weapons and Ammunition	Only District-approved firearms and ammunition shall be authorized for possession and use under this policy and the District's emergency operations procedures.
Implementation	The Superintendent shall ensure that procedures to implement this safety and security program are detailed in the District's emergency operations plan.

With this policy, the Board adopts the model health and safety guidelines for the effective integration of digital devices in schools that have been developed by the Texas Education Agency and the Health and Human Services Commission.

The Superintendent shall develop regulations that implement these guidelines.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Employee complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with DGBA after the relevant complaint process:

1. Complaints alleging discrimination, including violations of Title IX (gender), Title VII (sex, race, color, religion, national origin), ADEA (age), or Section 504 (disability), shall be submitted in accordance with [the DIA series](#).
2. Complaints alleging certain forms of harassment, including harassment by a supervisor and violation of Title VII, shall be submitted in accordance with [the DIA series](#).
3. Complaints concerning retaliation relating to discrimination and harassment shall be submitted in accordance with [the DIA series](#).
4. Complaints concerning instructional resources shall be submitted in accordance with the EF series.
5. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
6. Complaints concerning the proposed nonrenewal of a term contract issued under Chapter 21 of the Education Code shall be submitted in accordance with DFBB.
7. Complaints concerning the proposed termination or suspension without pay of an employee on a probationary, term, or continuing contract issued under Chapter 21 of the Education Code during the contract term shall be submitted in accordance with DFAA, DFBA, or DFCA.

Notice to Employees

The District shall inform employees of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages employees to discuss their concerns with their supervisor, principal, or other appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Direct Communication with Board Members	Employees shall not be prohibited from communicating with a member of the Board regarding District operations except when communication between an employee and a Board member would be inappropriate because of a pending hearing or appeal related to the employee.
Formal Process	<p>An employee may initiate the formal process described below by timely filing a written complaint form.</p> <p>Even after initiating the formal complaint process, employees are encouraged to seek informal resolution of their concerns. An employee whose concerns are resolved may withdraw a formal complaint at any time.</p> <p>The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.</p>
Freedom from Retaliation	Neither the Board nor any District employee shall unlawfully retaliate against an employee for bringing a concern or complaint.
Whistleblower Complaints	<p>Whistleblower complaints shall be filed within the time specified by law and may be made to the Superintendent or designee beginning at Level Two. Timelines for the employee and the District set out in this policy may be shortened to allow the Board to make a final decision within 60 calendar days of the initiation of the complaint.</p> <p>[See DG]</p>
Complaints Against Supervisors	Complaints alleging a violation of law by a supervisor may be made to the Superintendent or designee. Complaint forms alleging a violation of law by the Superintendent may be submitted directly to the Board or designee.
General Provisions Filing	Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.
Scheduling Conferences	The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the employee fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the employee’s absence.

PERSONNEL-MANAGEMENT RELATIONS
EMPLOYEE COMPLAINTS/GRIEVANCES

DGBA
(LOCAL)

Response	<p>At Levels One and Two, “response” shall mean a written communication to the employee from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the employee’s email address of record, or sent by U.S. Mail to the employee’s mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.</p>
Days	<p>“Days” shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is “day zero.” The following business day is “day one.”</p>
Representative	<p>“Representative” shall mean any person who or an organization that does not claim the right to strike and is designated by the employee to represent him or her in the complaint process.</p> <p>The employee may designate a representative through written notice to the District at any level of this process. The representative may participate in person or by telephone conference call. If the employee designates a representative with fewer than three days’ notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District’s counsel. The District may be represented by counsel at any level of the process.</p>
Consolidating Complaints	<p>Complaints arising out of an event or a series of related events shall be addressed in one complaint. Employees shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.</p> <p>When two or more complaints are sufficiently similar in nature and remedy sought to permit their resolution through one proceeding, the District may consolidate the complaints.</p>
Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the employee, at any point during the complaint process. The employee may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the employee does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the employee unless the employee did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.

Audio Recording

As provided by law, an employee shall be permitted to make an audio recording of a conference or hearing under this policy at which the substance of the employee's complaint is discussed. The employee shall notify all attendees present that an audio recording is taking place.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the employee first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, employees on a school campus shall file Level One complaints with the campus principal; other District employees shall file Level One complaints with their immediate supervisor.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the employee within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the employee did not receive the relief requested at Level One or if the time for a response has expired, the employee may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The employee may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the employee at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the employee may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the employee a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the employee did not receive the relief requested at Level Two or if the time for a response has expired, the employee may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the employee of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The employee may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the employee notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the employee and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three

presentation. The Level Three presentation, including the presentation by the employee or the employee's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

General Education

Consistent with ~~TEA's~~the Texas Education Agency (TEA) *Student Attendance Accounting Handbook (SAAH)*, a student may be eligible for general education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. The weeks of confinement need not be consecutive. The parent's request for services shall be submitted to the principal in accordance with TEA's *SAAH* and administrative procedures.

The principal or designee shall convene a placement committee composed of at least a campus administrator, a teacher of the student, and the parent or guardian of the student to consider the necessity of providing general education homebound instruction to the student. If the committee determines that such instruction is appropriate, the committee shall determine the type and amount of instruction to be provided and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Special Education

Consistent with state rule and the *SAAH*, a student receiving special education services may be eligible for special education homebound services if the student is to be confined for a minimum of four weeks to a hospital or homebound setting for medical or psychological reasons specifically documented by a physician licensed to practice in the United States. ~~If a student is chronically ill, the student's admission, review, and dismissal (ARD) committee shall determine whether the~~The weeks of confinement need ~~to not~~ be consecutive.

~~If the ARD~~If a student's admission, review, and dismissal committee determines that homebound instruction is appropriate, the committee shall determine the type and amount of instruction to be provided in accordance with law, and, if applicable, the length of the transition period to the school-based setting based on current ~~medical~~ information regarding the medical or psychological condition.

Documentation of Services

The District shall maintain full documentation about students receiving homebound services, in accordance with administrative procedures, the *SAAH*, and a student's individualized education program ~~(IEP)~~, as applicable.

Note: — For information related to the selection process and accounting of instructional materials, as this term is defined by state law and rule, see CMD and EFA.

~~The District shall provide a wide range of instructional resources for students and faculty that present varying levels of difficulty, diversity of appeal, and a variety of points of view. Although professional staff members may select instructional resources for their use in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.~~

Objectives

~~In this policy, “instructional resources” may include textbooks, library acquisitions, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional resources are to implement, enrich, and support the District’s educational program.~~

~~The Board shall rely on District professional staff to select and acquire instructional resources that:~~

- ~~1. Enrich and support the curriculum, taking into consideration students’ varied interests, abilities, learning styles, and maturity levels.~~
- ~~2. Stimulate growth in factual knowledge, enjoyment of reading, literary appreciation, aesthetic values, and societal standards.~~
- ~~3. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives.~~
- ~~4. Represent many ethnic, religious, and cultural groups and their contributions to the national heritage and world community.~~
- ~~5. Provide a wide range of background information that will enable students to make intelligent judgments in their daily lives.~~

Selection Criteria

~~In the selection of instructional resources, professional staff shall ensure that the resources:~~

- ~~1. Support and are consistent with the general educational goals of the state and District and the aims and objectives of individual schools and specific courses consistent with the District and campus improvement plans.~~

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- ~~2.— Meet high standards for artistic quality and/or literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.~~
- ~~3.— Are appropriate for the subject area and for the age, ability level, learning styles, and social and emotional development of the students for whom they are selected.~~
- ~~4.— Are designed to help students gain an awareness of our pluralistic society.~~
- ~~5.— Are designed to provide information that will motivate students and staff to examine their own attitudes and behavior; to understand their duties, responsibilities, rights, and privileges as citizens participating in our society; and to make informed choices in their daily lives.~~
- ~~6.— For library selections, are integral to the instructional program, are appropriate for the reading levels and understanding of students, reflect the interests and needs of the students and faculty, are included because of their literary or artistic value and merit, and present information with the greatest degree of accuracy and clarity.~~

~~Administrators, teachers, library media specialists, other District personnel, parents, and community members, as appropriate, may recommend instructional resources for selection. Gifts of instructional resources shall be evaluated according to these criteria and accepted or rejected in accordance with CDG(LOCAL).~~

~~Selection of resources is an ongoing process that includes the removal of resources no longer appropriate and the periodic replacement or repair of resources that still have educational value.~~

Controversial Issues

~~District professional staff shall endeavor to maintain a balanced collection representing various views when selecting instructional resources on controversial issues. Resources shall be chosen to clarify historical and contemporary forces by presenting and analyzing intergroup tension and conflict objectively, placing emphasis on recognizing and understanding social and economic problems. [See also EMB regarding instruction about controversial issues and EHAA regarding human sexuality instruction.]~~

Challenged Resources

~~A parent of a District student, any employee, or any District resident may formally challenge an instructional resource used in the District's educational program on the basis of appropriateness.~~

Informal Reconsideration

~~The school receiving a complaint about the appropriateness of an instructional resource shall try to resolve the matter informally using the following procedure:~~

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- ~~1.—The principal or designee shall explain the school's selection process, the criteria for selection, and the qualifications of the professional staff who selected the questioned resource.~~
- ~~2.—The principal or designee shall explain the intended educational purpose of the resource and any additional information regarding its use.~~
- ~~3.—If appropriate, the principal or designee may offer a concerned parent an alternative instructional resource to be used by that parent's child in place of the challenged resource.~~
- ~~4.—If the complainant wishes to make a formal challenge, the principal or designee shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the resource.~~

~~Formal
Reconsideration~~

~~A complainant shall make any formal objection to an instructional resource on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.~~

~~The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged resource with students or is familiar with the challenged resource's content. Other members of the committee may include District-level staff, library staff, secondary-level students, parents, and any other appropriate individuals.~~

~~All members of the committee shall review the challenged resource in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged resource conforms to the principles of selection set out in this policy. The committee shall prepare a written report of its findings and provide copies to the principal, the Superintendent or designee, and the complainant.~~

~~Appeal~~

~~The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting with the appropriate administrator. [See DGBA, FNG, and GF]~~

~~Guiding Principles~~

~~The following principles shall guide the Board and staff in responding to challenges of instructional resources:~~

- ~~1.—A complainant may raise an objection to an instructional resource used in a school's educational program, despite the fact that the professional staff selecting the resources were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for instructional resources set out in this policy.~~

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- ~~2.— A parent's ability to exercise control over reading, listening, or viewing matter extends only to his or her own child.~~
- ~~3.— Access to a challenged resource shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.~~

~~The major criterion for the final decision on challenged resources is the appropriateness of the resource for its intended educational use. No challenged instructional resource shall be removed solely because of the ideas expressed therein.~~

Note: For information related to the accounting of instructional materials, as this term is defined by state law and rule, see CMD.

For information related to the selection process of library materials, see EFB.

The District shall provide instructional materials designed to teach the Texas Essential Knowledge and Skills and further the District's educational mission. Although the Superintendent shall ensure that professional staff select instructional materials in accordance with District policy and administrative regulations, the ultimate authority for determining and approving the curriculum and instructional program of the District lies with the Board.

Objectives

In this policy, "instructional materials" may include textbooks, supplementary resources for classroom use, and any other instructional resources, including electronic resources, used for formal or informal teaching and learning purposes. The primary objectives of instructional materials are to implement, enrich, and support the District's educational program.

Selection

Instructional materials that are textbooks and related supplemental materials, which may include items from the list of resources adopted by the State Board of Education, shall be chosen in accordance with administrative regulations and the objectives above.

The Board shall rely on District professional staff to select and acquire instructional materials that:

1. Enrich and support the curriculum consistent with the general educational goals of the state and District, the aims and objectives of individual schools and specific courses, and the District and campus improvement plans.
2. Are appropriate for the subject area and for the age, ability level, learning styles, interests, and social and emotional development of the students for whom they are selected.
3. Meet high standards for artistic quality, literary style, authenticity, educational significance, factual content, physical format, presentation, readability, and technical quality.
4. Present various sides of controversial issues so that students have an opportunity to develop, under guidance, skills in critical analysis and in making informed judgments in their daily lives. [See also EMB regarding instruction about controversial issues.]
5. Promote literacy.

District professional staff may select additional instructional materials in accordance with administrative regulations and the criteria above.

Administrators, teachers, other District personnel, parents, and community members, as appropriate, may recommend instructional materials for selection. Gifts of instructional materials shall be evaluated according to these criteria and accepted or rejected in accordance with CDC(LOCAL).

Selection of instructional materials is an ongoing process that includes the removal of materials no longer appropriate and the periodic replacement or repair of materials that still have educational value.

**Reconsideration of
Instructional
Materials**

A District employee or a parent or guardian of a District student may request reconsideration of instructional material used in the District's educational program on the basis that the instructional material fails to meet the standards set forth in this policy.

Guiding Principles

The following principles shall guide the Board and staff in responding to a request for reconsideration of instructional materials:

1. A complainant may raise an objection to an instructional material used in a school's educational program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives for instructional materials set out in this policy.
2. A parent's ability to exercise control over instruction extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a child if requested by the child's parent.

The major criterion for the final decision on challenged instructional materials is the appropriateness of the material for its intended educational use. No challenged instructional material shall be removed solely because of the ideas expressed therein.

Informal
Reconsideration

When the District or a campus receives an objection to the appropriateness of an instructional material, the appropriate administrator shall try to resolve the matter informally. The administrator shall explain the selection process and discuss the intended educational purpose for the instructional material. If appropriate, the adminis-

trator may offer a concerned parent an alternative instructional material to be used by that parent's child in place of the challenged material.

If the complainant wishes to make a formal challenge, the administrator shall provide the complainant a copy of this policy and a form to request a formal reconsideration of the instructional material.

Formal Request for
Reconsideration

A complainant shall make any formal request to reconsider an instructional material on the form provided by the District and shall submit the completed and signed form to the principal. Upon receipt of the form, the principal shall appoint a reconsideration committee.

The reconsideration committee shall include at least one member of the instructional staff who has experience using the challenged material with students or is familiar with the challenged material's content. Other members of the committee may include District-level staff, secondary-level students, parents, and any other appropriate individuals.

All members of the committee shall review the challenged instructional material in its entirety. As soon as reasonably possible, the committee shall meet and determine whether the challenged material conforms to the principles of selection set out in this policy and whether the challenged material will continue to be used in the educational program. The committee shall prepare a written report of its findings. The Superintendent, other appropriate administrators, and the complainant shall receive copies of the report.

*Frequency of
Review*

After an instructional material has been reviewed through formal reconsideration, it shall not be reviewed again until it is evaluated in the periodic local selection process.

Appeal

The complainant may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the appropriate level. [See DGBA, FNG, and GF]

Note: For information related to the selection of instructional materials, see EFA.

**Collection
Development Policy**

The purpose of this policy is to ensure that the District provides a wide range of library materials for students and faculty that support student achievement and present varying levels of difficulty, diversity of appeal, and a variety of points of view. This policy also provides standards for collection development and the selection and evaluation of library materials.

In this policy, "library materials" may include printed and electronic library acquisitions, including online catalogs, and other ancillary or supplementary materials maintained in a campus library.

The library collection development standards shall apply to all library materials available for use or display, including material contained in school libraries, classroom libraries, and online catalogs.

In developing library collections, the District shall consider the age groups, grade levels, and access to library material by all students on a campus.

Responsibility

The District shall ensure librarians, professional library staff, and other designated professional staff trained on the proper collection development standards select and acquire library materials in accordance with state law and rules, this collection development policy, and administrative procedures.

The Superintendent shall develop administrative procedures to ensure that library collections comply with applicable law and the District's collection development purpose and goals.

Collection
Development Goals

In addition to the requirements in state law and rules, the District's library collections shall:

1. Present multiple viewpoints related to controversial issues [see EMB regarding instruction about controversial issues].
2. Provide a wide range of background information that will enable students to make intelligent decisions in their daily lives.
3. Include accurate and authentic factual content from authoritative sources.
4. Have a high degree of potential user appeal and interest.
5. Offer a global perspective that promotes equity of access, including print and nonprint materials such as electronic and multimedia, to meet the needs of individual learners.

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6. Represent diverse viewpoints and cultures appropriate to each campus to ensure the collection embodies the unique background of its student population.

Selection and
Evaluation of
Materials

Library materials shall be selected and acquired in accordance with guidelines adopted by the Texas State Library and Archives Commission and the District standards and priorities expressed in this policy.

When selecting, acquiring, and evaluating library materials, librarians and other professional staff shall ensure that the materials:

1. Enrich and support the TEKS and the state and local curriculum, taking into consideration students' varied interests, maturity levels, abilities, and learning styles.
2. Foster growth in factual knowledge, literary appreciation, aesthetic values, and societal standards.
3. Encourage the enjoyment of reading, foster high-level thinking skills, support personal learning, and encourage discussion based on rational analysis.
4. Represent ethnic, religious, and cultural groups of the state and their contributions to the state, the nation, and the world.

The Superintendent shall ensure that administrative procedures regarding the selection of library materials consider at least two of the following factors:

1. Recommendations from students, parents or guardians, teachers, and District community members.
2. Consultation with District teachers and library staff.
3. Consultation with library staff from other districts.
4. Extensive review of the library material.
5. Context of the library material, including overall fit within the existing collection and support of District curriculum.
6. Reviews of the library material from sources such as professional journals in library science, recognized professional education or content journals with book reviews, national and state award recognition lists, library science field experts, and highly acclaimed author and literacy expert recommendations.
7. Coverage of topics, authors, series, or genres that fill gaps in the school library collection.

Access Plan

The District shall allow efficient parental access to the District's library and any available online catalogs.

Online catalogs shall be publicly available. The District shall publish information about library material titles, including how and where material can be accessed.

Each campus shall communicate the following to parents and guardians:

- Access to policies relating to school libraries and library materials;
- Consistent access to library materials and resources; and
- Opportunities for students, parents and guardians, educators, and community members to provide feedback on library materials and services.

Parental
Involvement

Parents and guardians are the primary decision makers regarding their student's access to library material. In general, a student is afforded the opportunity to self-select library materials as part of literacy development and the library program. District staff may assist a student in selecting library material; however, the ultimate determination of appropriateness remains with the student and parent or guardian. Parents and guardians are encouraged to communicate with the campus librarian and their child's teacher about special considerations regarding library materials self-selected by their student.

In accordance with state law and administrative procedures, parents or guardians may select alternative library materials for their student. [For information on parental rights regarding instructional materials and other instructional resources, see EFA(LEGAL).]

The District shall focus on maximizing transparency with parents while meeting student needs and providing enrichment opportunities with library materials. Parental involvement in library acquisition, maintenance, and campus activities is encouraged.

*Access
Procedures*

School Library

A parent or guardian who wishes to access a school's library shall first submit a request to the principal. The principal or a staff member designated by the principal shall work with the parent or guardian to determine a time to access the library that will not interfere with the delivery of instruction or disrupt student use of library services.

Online Catalog

A parent or guardian who wishes to access an online catalog shall submit a written request to the principal. The principal or a staff member designated by the principal shall respond to the request in accordance with administrative procedures.

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Protection from
Inappropriate
Material

Library materials shall not include “harmful material” as defined by Penal Code 43.24(a)(2); “obscene” material as defined by Penal Code 43.21(a)(1); any library material that is pervasively vulgar or educationally unsuitable as referenced in *Board of Education v. Pico*; or any other material legally prohibited from inclusion in a public school library. [See EFB(LEGAL)]

Obscene material is not protected by the First Amendment to the United States Constitution.

Library materials shall comply with the Children's Internet Protection Act (CIPA), including technology protection measures. [See CQ]

Reconsideration of
Library Material

A District employee or a parent or guardian of a District student may request the reconsideration of a library material maintained in the District's library program.

*Guiding
Principles*

The following principles shall guide the review of a request to reconsider a library material:

1. An individual may raise an objection to a library material used in the District's library program, despite the fact that the professional staff selecting the materials were qualified to make the selection, followed the proper procedure, and adhered to the objectives and criteria for library materials set out in this policy.
2. A parent's or guardian's ability to exercise control over instruction and instructional resources, including library materials, extends only to his or her own child as set forth in Education Code Chapter 26.
3. Access to a challenged material shall not be restricted during the reconsideration process, except the District may deny access to a student if requested by the student's parent or guardian.

In addition to compliance with state law and this policy, a criterion for the final decision on challenged library materials is the appropriateness of the material for its intended use. No challenged library material shall be removed solely because of the ideas expressed in the library material or the personal background of the library material's author or the personal background of the characters in the material.

*Informal
Reconsideration*

When the District or a campus receives an objection to the appropriateness of a library material, the appropriate librarian or adminis-

trator shall try to resolve the matter informally. The librarian or administrator shall explain the selection process and discuss the intended purpose for the library material.

The librarian or administrator shall offer a concerned parent or guardian an alternative library material to be used by the child in place of the material and, if requested, shall restrict the child's access to the material objected to by the parent or guardian.

If the individual wishes to make a formal challenge, the administrator shall make available to the individual a copy of this policy and a form to request a formal reconsideration of the library material.

*Formal Request
for
Reconsideration*

The District shall make a form to request reconsideration of library material available in the District's administrative office.

If an employee or a parent or guardian of a District student wishes to request reconsideration of a library material, they shall follow the procedures to complete and submit the request for reconsideration form.

After a request for reconsideration form is submitted, the form shall be provided to the Superintendent. Copies of the form shall be provided to the school librarian, the Board, and any other staff designated in administrative procedures.

*Reconsideration
Committee*

For purposes of this policy, "days" shall mean District business days, unless otherwise noted.

The principal shall appoint a reconsideration committee and notify committee members within 10 days of receiving the request for reconsideration form.

The reconsideration committee shall include the librarian and at least one member of the instructional staff who is familiar with the material's content. Other members of the committee may include District-level staff, secondary-level students, parents or guardians, and any other appropriate individuals.

Within 10 days of appointment of the committee the District shall provide members of the committee the relevant materials to review. If additional time is required to obtain and distribute the materials for review, all members of the committee shall be informed that a reasonable extension of time is needed.

All members of the committee shall review the challenged library material in its entirety and determine whether the material conforms to this policy and whether the material will continue to be available in the library. The committee shall prepare a written report of its findings.

Absent extenuating circumstances, the written report shall be provided to the administration within 60 days of the District providing the material to the committee members. In calculating timelines under this policy, the day the committee is provided the materials is "day zero." The following business day is "day one."

Extensions of time due to extenuating circumstances shall take into consideration the time necessary to convene the committee members, the amount of material being reviewed, and any other pending reconsideration requests being handled by the committee.

An extension of any deadline shall be promptly communicated to the individual who submitted the request for reconsideration.

The Superintendent, the school librarian, the individual submitting the request for reconsideration, and any other appropriate administrators shall receive a copy of the committee's report.

Appeal

An individual who submitted a request for reconsideration may appeal the decision of the reconsideration committee in accordance with appropriate complaint policies, starting at the level immediately preceding Board consideration of a complaint. [See DGBA and FNG]

Frequency of Review

After a library material has been reviewed through the reconsideration process, it shall not be reviewed again within two calendar years of the reconsideration committee's final decision.

Maintenance of Library Materials

In accordance with state guidelines and District administrative procedures, collections shall be evaluated and updated regularly based on the collections' age, relevance, diversity, and variety. The Superintendent shall ensure administrative procedures are established for regular maintenance of the library collection on each campus. Standard maintenance procedures for any library collection include repair, replacement, and removal of materials as necessary. Regular maintenance shall also include scheduled inventories of the collection. Disposal of any District-owned library materials shall be in accordance with District policy and procedures. [See C]

Gifts and Donations

The District shall accept gifts and donations of library materials with the understanding that the use and disposition of the materials and monies will be in accordance with District policy and the selection criteria noted above. [See CDC]

Policy Review

This policy shall be reviewed at least every three years and revised as necessary.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Student or parent complaints shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with FNG after the relevant complaint process:

1. Complaints alleging discrimination or harassment based on race, color, religion, sex, gender, national origin, age, or disability shall be submitted in accordance with [the FFH series](#).
2. Complaints concerning dating violence shall be submitted in accordance with [the FFH series](#).
3. Complaints concerning retaliation related to discrimination and harassment shall be submitted in accordance with [the FFH series](#).
4. Complaints concerning bullying or retaliation related to bullying shall be submitted in accordance with FFI.
5. Complaints concerning failure to award credit or a final grade on the basis of attendance shall be submitted in accordance with FEC.
6. Complaints concerning expulsion shall be submitted in accordance with FOD and the Student Code of Conduct.
7. Complaints concerning any final decisions of the gifted and talented selection committee regarding selection for or exit from the gifted program shall be submitted in accordance with EHBB.
8. Complaints within the scope of Section 504, including complaints concerning identification, evaluation, or educational placement of a student with a disability, shall be submitted in accordance with FB and the procedural safeguards handbook.
9. Complaints within the scope of the Individuals with Disabilities Education Act, including complaints concerning identification, evaluation, educational placement, or discipline of a student with a disability, shall be submitted in accordance with EHBAE, FOF, and the procedural safeguards handbook provided to parents of all students referred to special education.
10. Complaints concerning instructional resources shall be submitted in accordance with the EF series.

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11. Complaints concerning a commissioned peace officer who is an employee of the District shall be submitted in accordance with [the CKE series](#).
12. Complaints concerning intradistrict transfers or campus assignment shall be submitted in accordance with FDB.
13. Complaints concerning admission, placement, or services provided for a homeless student shall be submitted in accordance with FDC.
14. Complaints concerning disputes regarding a student's eligibility for free or reduced-priced meal programs shall be submitted in accordance with COB.

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Notice to Students and Parents

The District shall inform students and parents of this policy through appropriate District publications.

Guiding Principles

Informal Process

The Board encourages students and parents to discuss their concerns with the appropriate teacher, principal, or other campus administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

A student or parent may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, students and parents are encouraged to seek informal resolution of their concerns. A student or parent whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or "mini-trial" at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any student or parent for bringing a concern or complaint.

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General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If a student or parent fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the student's or parent's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the student or parent from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the student's or parent's email address of record, or sent by U.S. Mail to the student's or parent's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by the student or parent to represent the student or parent in the complaint process. A student may be represented by an adult at any level of the complaint.

The student or parent may designate a representative through written notice to the District at any level of this process. If the student or parent designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. A student or parent shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

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Untimely Filings	<p>All time limits shall be strictly followed unless modified by mutual written consent.</p> <p>If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the student or parent, at any point during the complaint process. The student or parent may appeal the dismissal by seeking review in writing within ten days from the date of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.</p>
Costs Incurred	<p>Each party shall pay its own costs incurred in the course of the complaint.</p>
Complaint and Appeal Forms	<p>Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.</p> <p>Copies of any documents that support the complaint should be attached to the complaint form. If the student or parent does not have copies of these documents, copies may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the student or parent unless the student or parent did not know the documents existed before the Level One conference.</p> <p>A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refile is within the designated time for filing.</p>

Level One

Complaint forms must be filed:

1. Within 15 days of the date the student or parent first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

In most circumstances, students and parents shall file Level One complaints with the campus principal.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the student or parent within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the student or parent a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the student or parent did not receive the relief requested at Level One or if the time for a response has expired, the student or parent may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The student or parent may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the student or parent at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the student or parent may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the student or parent a written response within ten days following the conference. The

written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the student or parent of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The student or parent may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the student or parent notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the student or par-

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ent and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the student or parent or the student's representative, any presentation from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.

Complaints

In this policy, the terms “complaint” and “grievance” shall have the same meaning.

Other Complaint Processes

Complaints by members of the public shall be filed in accordance with this policy, except as required by the policies listed below. Some of these policies require appeals to be submitted in accordance with GF after the relevant complaint process:

1. Complaints concerning instructional resources shall be filed in accordance with the EF series.
2. Complaints concerning a commissioned peace officer who is an employee of the District shall be filed in accordance with [the CKE series](#).

Complaints regarding refusal of entry to or ejection from District property based on Education Code 37.105 shall be filed in accordance with this policy. However, the timelines shall be adjusted as necessary to permit the complainant to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See GKA(LEGAL)]

Guiding Principles

Informal Process

The Board encourages the public to discuss concerns with an appropriate administrator who has the authority to address the concerns. Concerns should be expressed as soon as possible to allow early resolution at the lowest possible administrative level.

Informal resolution shall be encouraged but shall not extend any deadlines in this policy, except by mutual written consent.

Formal Process

An individual may initiate the formal process described below by timely filing a written complaint form.

Even after initiating the formal complaint process, individuals are encouraged to seek informal resolution of their concerns. An individual whose concerns are resolved may withdraw a formal complaint at any time.

The process described in this policy shall not be construed to create new or additional rights beyond those granted by law or Board policy, nor to require a full evidentiary hearing or “mini-trial” at any level.

Freedom from Retaliation

Neither the Board nor any District employee shall unlawfully retaliate against any individual for bringing a concern or complaint.

General Provisions

Filing

Complaint forms and appeal notices may be filed by hand-delivery, by electronic communication, including email and fax, or by U.S. Mail. Hand-delivered filings shall be timely filed if received by the appropriate administrator or designee by the close of business on

the deadline. Filings submitted by electronic communication shall be timely filed if they are received by the close of business on the deadline, as indicated by the date/time shown on the electronic communication. Mail filings shall be timely filed if they are post-marked by U.S. Mail on or before the deadline and received by the appropriate administrator or designated representative no more than three days after the deadline.

Scheduling
Conferences

The District shall make reasonable attempts to schedule conferences at a mutually agreeable time. If the individual fails to appear at a scheduled conference, the District may hold the conference and issue a decision in the individual's absence.

Response

At Levels One and Two, "response" shall mean a written communication to the individual from the appropriate administrator. Responses may be hand-delivered, sent by electronic communication to the individual's email address of record, or sent by U.S. Mail to the individual's mailing address of record. Mailed responses shall be timely if they are postmarked by U.S. Mail on or before the deadline.

Days

"Days" shall mean District business days, unless otherwise noted. In calculating timelines under this policy, the day a document is filed is "day zero." The following business day is "day one."

Representative

"Representative" shall mean any person who or organization that is designated by an individual to represent the individual in the complaint process.

The individual may designate a representative through written notice to the District at any level of this process. If the individual designates a representative with fewer than three days' notice to the District before a scheduled conference or hearing, the District may reschedule the conference or hearing to a later date, if desired, in order to include the District's counsel. The District may be represented by counsel at any level of the process.

Consolidating
Complaints

Complaints arising out of an event or a series of related events shall be addressed in one complaint. An individual shall not file separate or serial complaints arising from any event or series of events that have been or could have been addressed in a previous complaint.

Untimely Filings

All time limits shall be strictly followed unless modified by mutual written consent.

If a complaint form or appeal notice is not timely filed, the complaint may be dismissed, on written notice to the individual, at any point during the complaint process. The individual may appeal the dismissal by seeking review in writing within ten days from the date

of the written dismissal notice, starting at the level at which the complaint was dismissed. Such appeal shall be limited to the issue of timeliness.

Costs Incurred

Each party shall pay its own costs incurred in the course of the complaint.

Complaint and
Appeal Forms

Complaints and appeals under this policy shall be submitted in writing on a form provided by the District.

Copies of any documents that support the complaint should be attached to the complaint form. If the individual does not have copies of these documents, they may be presented at the Level One conference. After the Level One conference, no new documents may be submitted by the individual unless the individual did not know the documents existed before the Level One conference.

A complaint or appeal form that is incomplete in any material aspect may be dismissed but may be refiled with all the required information if the refiling is within the designated time for filing.

Level One

Complaint forms must be filed:

1. Within 15 days of the date the individual first knew, or with reasonable diligence should have known, of the decision or action giving rise to the complaint or grievance; and
2. With the lowest level administrator who has the authority to remedy the alleged problem.

If the only administrator who has authority to remedy the alleged problem is the Superintendent or designee, the complaint may begin at Level Two following the procedure, including deadlines, for filing the complaint form at Level One.

If the complaint is not filed with the appropriate administrator, the receiving administrator must note the date and time the complaint form was received and immediately forward the complaint form to the appropriate administrator.

The appropriate administrator shall investigate as necessary and schedule a conference with the individual within ten days after receipt of the written complaint. The administrator may set reasonable time limits for the conference.

Absent extenuating circumstances, the administrator shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the administrator may consider information provided at the Level One conference and any other

relevant documents or information the administrator believes will help resolve the complaint.

Level Two

If the individual did not receive the relief requested at Level One or if the time for a response has expired, he or she may request a conference with the Superintendent or designee to appeal the Level One decision.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level One response or, if no response was received, within ten days of the Level One response deadline.

After receiving notice of the appeal, the Level One administrator shall prepare and forward a record of the Level One complaint to the Level Two administrator. The individual may request a copy of the Level One record.

The Level One record shall include:

1. The original complaint form and any attachments.
2. All other documents submitted by the individual at Level One.
3. The written response issued at Level One and any attachments.
4. All other documents relied upon by the Level One administrator in reaching the Level One decision.

The Superintendent or designee shall schedule a conference within ten days after the appeal notice is filed. The conference shall be limited to the issues and documents considered at Level One. At the conference, the individual may provide information concerning any documents or information relied upon by the administration for the Level One decision. The Superintendent or designee may set reasonable time limits for the conference.

The Superintendent or designee shall provide the individual a written response within ten days following the conference. The written response shall set forth the basis of the decision. In reaching a decision, the Superintendent or designee may consider the Level One record, information provided at the Level Two conference, and any other relevant documents or information the Superintendent or designee believes will help resolve the complaint.

Recordings of the Level One and Level Two conferences, if any, shall be maintained with the Level One and Level Two records.

Level Three

If the individual did not receive the relief requested at Level Two or if the time for a response has expired, he or she may appeal the decision to the Board.

The appeal notice must be filed in writing, on a form provided by the District, within ten days of the date of the written Level Two response or, if no response was received, within ten days of the Level Two response deadline.

The Superintendent or designee shall inform the individual of the date, time, and place of the Board meeting at which the complaint will be on the agenda for presentation to the Board.

The Superintendent or designee shall provide the Board the record of the Level Two appeal. The individual may request a copy of the Level Two record.

The Level Two record shall include:

1. The Level One record.
2. The notice of appeal from Level One to Level Two.
3. The written response issued at Level Two and any attachments.
4. All other documents relied upon by the administration in reaching the Level Two decision.

The appeal shall be limited to the issues and documents considered at Level Two, except that if at the Level Three hearing the administration intends to rely on evidence not included in the Level Two record, the administration shall provide the individual notice of the nature of the evidence at least three days before the hearing.

The District shall determine whether the complaint will be presented in open or closed meeting in accordance with the Texas Open Meetings Act and other applicable law. [See BE]

The presiding officer may set reasonable time limits and guidelines for the presentation, including an opportunity for the individual and administration to each make a presentation and provide rebuttal and an opportunity for questioning by the Board. The Board shall hear the complaint and may request that the administration provide an explanation for the decisions at the preceding levels.

In addition to any other record of the Board meeting required by law, the Board shall prepare a separate record of the Level Three presentation. The Level Three presentation, including the presentation by the individual or his or her representative, any presentation

from the administration, and questions from the Board with responses, shall be recorded by audio recording, video/audio recording, or court reporter.

The Board shall then consider the complaint. It may give notice of its decision orally or in writing at any time up to and including the next regularly scheduled Board meeting. If the Board does not make a decision regarding the complaint by the end of the next regularly scheduled meeting, the lack of a response by the Board upholds the administrative decision at Level Two.