



Agenda for Board of Trustees Meeting Tornillo Independent School District

Meeting Date: Wednesday, July 31, 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) Open Forum**
Ms. Marlene Bullard, Board President
4. **Lone Star Governance**
 - A. **Student Outcome Monitoring:**
 1. Progress Measures Monitoring Plan: Texas Education Code, SS 11.185 & 11.186 4
Mrs. Rosa Vega-Barrio, Superintendent
 - B. (Accountability 1) Review Board's Time Use Tracker 9
Ms. Marlene Bullard, Board President
5. **(ADVOCACY) Community Engagement on Student Outcome Goals**
Ms. Marlene Bullard, Board President
6. **(VISION Y) Information / Reports / Presentations**
 - A. Financial Reports-Information Only 10
Mr. Luis M. Guerra, Director of Finance
 - B. Quarterly Investment Report - Quarter Ending June 30, 2024 34
Mr. Luis M. Guerra, Director of Finance
 - C. Annual SHAC Report 46
Ms. Linda Rivero, District Nurse
7. **(VISION Y) Board Items** 1

- A. Discussion and Possible Action to enter an Order for the General Election on November 5, 2024, and other matters incident and related thereto
Mr. Daniel Ordonez, Legal Counsel
- B. Consider Approval of Non-Exclusive License and User Agreement between Ysleta ISD and Tornillo 50 ISD
Mrs. Alicia Alvarado, PK-8 Counselor
- C. Consider Approval of Stipends for Strong Foundations Implementation Math Grant 67
Mr. Luis M. Guerra, Director of Finance
- D. Discussion and Possible Action Regarding District Property Values and the Funding Lag 68
Mr. Luis M. Guerra, Director of Finance
- E. Consider Approval of MOU with Project Vida for Licensed Professional Counselor 69
Mrs. Maria Morales, PK-8 Assistant Principal
- F. Consider Approval of Innovative Courses for Cybersecurity Program 75
Mr. Raymond Bonilla, CTE Coordinator
- G. Consider Approval of Stronger Connections Grant Stipends and Contracted Services 76
Mr. Luis M. Guerra, Director of Finance
- H. Consider Approval of Agreement with New Tech Network, Inc. 77
Mr. Alejandro Olvera, THS Principal
- I. Consider Approval of Staff Development Waiver 85
Ms. Lizeth Carroll, HR / Compliance Director
- 8. **(STRUCTURE) Consent Agenda**
(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
 - A. Consider Approval of Minutes from Previous Meetings:
 - 1. Regular Board Meeting Minutes - June 19, 2024 86
 - B. Consider Approval of 2024-2025 Organization Chart 89
Mrs. Rosa Vega-Barrio, Superintendent
 - C. Consider Approval of TASB Policy Manual Update 123 (2nd Reading) affecting the following 90
(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
 - D.
Mrs. Rosa Vega-Barrio, Superintendent
 - E. Consider Approval of Common Threads MOU Renewal 184
Ms. Linda Rivero, District Nurse
 - F. Consider Approval of Budget Amendments 200
Mr. Luis M. Guerra, Director of Finance
 - G. Consider Approval of MOU with UTEP for SLP Resident 201
Ms. Lizeth Carroll, HR / Compliance Director
- 9. **(OTHER) Executive Session. The Board will enter into a closed meeting to discuss the following items under Secions 551.076 and 551.089, Texas Government Code. The Board will reconvene into open session to take any necessary action.**
 - A. Discussion Regarding G.D. Contract Abandonment, TEA Referral
- 10. **Next Meeting Tentative Date:** August 28, 2024

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools

Early Childhood Literacy Progress Measure 1

EXAMPLE: The percent of PreK students that score on grade level or above in CLI Reading will increase from 60% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
60%	67%	74%	80%	87%	90%

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	-	60%	60%	-	-	-	-	40%	60%	-	60%	60%	-
2025	-	67%	67%	-	-	-	-	48%	67%	-	67%	67%	-
2026	-	74%	74%	-	-	-	-	56%	74%	-	74%	74%	-
2027	-	80%	80%	-	-	-	-	64%	80%	-	80%	80%	-
2028	-	87%	87%	-	-	-	-	74%	87%	-	87%	87%	-
2029	-	90%	90%	-	-	-	-	80%	90%	-	90%	90%	-

Early Childhood Literacy Progress Measure 2

EXAMPLE: The percent of K students that score on grade level or above in mClass Reading will increase from 85% to 95% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
85%	87%	89%	91%	93%	95%

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	-	85%	85%	-	-	-	-	45%	85%	-	85%	85%	-
2025	-	87%	87%	-	-	-	-	58%	87%	-	87%	87%	-
2026	-	89%	89%	-	-	-	-	66%	89%	-	89%	89%	-
2027	-	91%	91%	-	-	-	-	74%	91%	-	91%	91%	-
2028	-	93%	93%	-	-	-	-	82%	93%	-	93%	93%	-
2029	-	95%	95%	-	-	-	-	85%	95%	-	95%	95%	-

Early Childhood Literacy Progress Measure 3

EXAMPLE: The percent of 1st grade students that score On Grade Level or Above in mClass Reading will increase from 71% to 91% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
71%	75%	79%	83%	87%	91%

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	-	71%	71%	-	-	-	-	31%	71%	-	71%	71%	-
2025	-	75%	75%	-	-	-	-	39%	75%	-	75%	75%	-
2026	-	79%	79%	-	-	-	-	47%	79%	-	79%	79%	-
2027	-	83%	83%	-	-	-	-	56%	83%	-	83%	83%	-
2028	-	87%	87%	-	-	-	-	64%	87%	-	87%	87%	-
2029	-	91%	91%	-	-	-	-	71%	91%	-	91%	91%	-

Early Childhood Literacy Progress Measure 4

EXAMPLE: The percent of 2nd grade students that score On Grade Level or Above in mClass Reading will increase from 78% to 98% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
78%	82%	86%	90%	94%	98%

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	-	78%	78%	-	-	-	-	38%	78%	-	78%	71%	-
2025	-	82%	82%	-	-	-	-	46%	82%	-	82%	75%	-
2026	-	86%	86%	-	-	-	-	54%	86%	-	86%	79%	-
2027	-	90%	90%	-	-	-	-	62%	90%	-	90%	83%	-
2028	-	94%	94%	-	-	-	-	70%	94%	-	94%	87%	-
2029	-	98%	98%	-	-	-	-	78%	98%	-	98%	91%	-

Early Childhood Literacy Progress Measure 5

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 Literacy Plan Campus Goal

(If there is only one campus, copy District 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 Literacy Progress Measure 1

EXAMPLE: The percent of PreK students that score On Grade level or Above in CLI Reading will increase from 60% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
60%	67%	74%	80%	87%	90%

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	-	60%	60%	-	-	-	-	40%	60%	-	60%	60%	-
2025	-	67%	67%	-	-	-	-	48%	67%	-	67%	67%	-
2026	-	74%	74%	-	-	-	-	56%	74%	-	74%	74%	-
2027	-	80%	80%	-	-	-	-	64%	80%	-	80%	80%	-
2028	-	87%	87%	-	-	-	-	74%	87%	-	87%	87%	-
2029	-	90%	90%	-	-	-	-	80%	90%	-	90%	90%	-

Early Childhood Literacy Progress Measure 2

EXAMPLE: The percent of K students that score On grade level or Above in mClass Reading will increase from 85% to 95% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
85%	87%	89%	91%	93%	95%

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	-	85%	85%	-	-	-	-	45%	85%	-	85%	85%	-
2025	-	87%	87%	-	-	-	-	58%	87%	-	87%	87%	-
2026	-	89%	89%	-	-	-	-	66%	89%	-	89%	89%	-
2027	-	91%	91%	-	-	-	-	74%	91%	-	91%	91%	-
2028	-	93%	93%	-	-	-	-	82%	93%	-	93%	93%	-
2029	-	95%	95%	-	-	-	-	85%	95%	-	95%	95%	-

Early Childhood Literacy Progress Measure 3

EXAMPLE: The percent of 1st grade students that score On Grade Level or Above in mClass Reading will increase from 71% to 91% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
71%	75%	79%	83%	87%	91%

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	-	71%	71%	-	-	-	-	31%	71%	-	71%	71%	-
2025	-	75%	75%	-	-	-	-	39%	75%	-	75%	75%	-
2026	-	79%	79%	-	-	-	-	47%	79%	-	79%	79%	-
2027	-	83%	83%	-	-	-	-	56%	83%	-	83%	83%	-
2028	-	87%	87%	-	-	-	-	64%	87%	-	87%	87%	-
2029	-	91%	91%	-	-	-	-	71%	91%	-	91%	91%	-

Early Childhood Literacy Progress Measure 4

EXAMPLE: The percent of 2nd grade students that score On Grade Level or Above in mClass Reading will increase from 78% to 98% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
78%	82%	86%	90%	94%	98%

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	-	78%	78%	-	-	-	-	38%	78%	-	78%	71%	-
2025	-	82%	82%	-	-	-	-	46%	82%	-	82%	75%	-
2026	-	86%	86%	-	-	-	-	54%	86%	-	86%	79%	-
2027	-	90%	90%	-	-	-	-	62%	90%	-	90%	83%	-
2028	-	94%	94%	-	-	-	-	70%	94%	-	94%	87%	-
2029	-	98%	98%	-	-	-	-	78%	98%	-	98%	91%	-

EC Literacy Targeted Professional Development Plan

This is the section that can be used for detailing campus actions and implementation steps that may include: strategies; materials; personnel responsible;

Early Childhood Math Progress Measure 1

EXAMPLE: The percent of PreK students that score On Grade Level or Above in math on the CLI will increase from 80% to 95% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
80%	83%	86%	89%	92%	95%

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	-	80%	80%	-	-	-	-	40%	80%	-	80%	80%	-
2025	-	83%	83%	-	-	-	-	48%	83%	-	83%	83%	-
2026	-	86%	86%	-	-	-	-	56%	86%	-	86%	86%	-
2027	-	89%	89%	-	-	-	-	64%	89%	-	89%	89%	-
2028	-	92%	92%	-	-	-	-	76%	92%	-	92%	92%	-
2029	-	95%	95%	-	-	-	-	80%	95%	-	95%	95%	-

Early Childhood Math Progress Measure 2

EXAMPLE: The percent of K students that score On Grade Level or Above in math on the IXL will increase from 74% to 94% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
74%	78%	82%	86%	90%	94%

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	-	74%	74%	-	-	-	-	34%	74%	-	74%	74%	-
2025	-	78%	78%	-	-	-	-	42%	78%	-	78%	78%	-
2026	-	82%	82%	-	-	-	-	50%	82%	-	82%	82%	-
2027	-	86%	86%	-	-	-	-	58%	86%	-	86%	86%	-
2028	-	90%	90%	-	-	-	-	66%	90%	-	90%	90%	-
2029	-	94%	94%	-	-	-	-	74%	94%	-	94%	94%	-

Early Childhood Math Progress Measure 3

EXAMPLE: The percent of 1st grade students that score On Grade Level or Above in math on the IXL will increase from 42% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
42%	52%	62%	72%	82%	90%

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	-	42%	42%	-	-	-	-	20%	42%	-	42%	42%	-
2025	-	52%	52%	-	-	-	-	30%	52%	-	52%	52%	-
2026	-	62%	62%	-	-	-	-	40%	62%	-	62%	62%	-
2027	-	72%	72%	-	-	-	-	50%	72%	-	72%	72%	-
2028	-	82%	82%	-	-	-	-	60%	82%	-	82%	82%	-
2029	-	90%	90%	-	-	-	-	70%	90%	-	90%	90%	-

Early Childhood Math Progress Measure 4

EXAMPLE: The percent of 2nd grade students that score On Grade Level or Above in math on the IXL will increase from 53% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
53%	61%	69%	77%	85%	90%

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	-	53%	53%	-	-	-	-	23%	53%	-	53%	53%	-
2025	-	61%	61%	-	-	-	-	33%	61%	-	61%	61%	-
2026	-	69%	69%	-	-	-	-	43%	69%	-	69%	69%	-
2027	-	77%	77%	-	-	-	-	53%	77%	-	77%	77%	-
2028	-	85%	85%	-	-	-	-	63%	85%	-	85%	85%	-
2029	-	90%	90%	-	-	-	-	70%	90%	-	90%	90%	-

Early Childhood Math Progress Measure 5

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%	-	-

Early Childhood Math Plan Campus Goal

(If there is only one campus, copy or use District 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%	-	-

Early Childhood Math Progress Measure 1

EXAMPLE: The percent of PreK students that score On Grade Level or Above in math on the CLI will increase from 80% to 95% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
80%	83%	86%	89%	92%	95%

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	-	80%	80%	-	-	-	-	40%	80%	-	80%	80%	-
2025	-	83%	83%	-	-	-	-	48%	83%	-	83%	83%	-
2026	-	86%	86%	-	-	-	-	56%	86%	-	86%	86%	-
2027	-	89%	89%	-	-	-	-	64%	89%	-	89%	89%	-
2028	-	92%	92%	-	-	-	-	76%	92%	-	92%	92%	-
2029	-	95%	95%	-	-	-	-	80%	95%	-	95%	95%	-

Early Childhood Math Progress Measure 2

EXAMPLE: The percent of K students that score On Grade Level or Above in math on the IXL will increase from 74% to 94% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
74%	78%	82%	86%	90%	94%

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	-	74%	74%	-	-	-	-	34%	74%	-	74%	74%	-
2025	-	78%	78%	-	-	-	-	42%	78%	-	78%	78%	-
2026	-	82%	82%	-	-	-	-	50%	82%	-	82%	82%	-
2027	-	86%	86%	-	-	-	-	58%	86%	-	86%	86%	-
2028	-	90%	90%	-	-	-	-	66%	90%	-	90%	90%	-
2029	-	94%	94%	-	-	-	-	74%	94%	-	94%	94%	-

Early Childhood Math Progress Measure 3

EXAMPLE: The percent of 1st grade students that score On Grade Level or Above in math on the IXL will increase from 42% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
42%	52%	62%	72%	82%	90%

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	-	42%	42%	-	-	-	-	20%	42%	-	42%	42%	-
2025	-	52%	52%	-	-	-	-	30%	52%	-	52%	52%	-
2026	-	62%	62%	-	-	-	-	40%	62%	-	62%	62%	-
2027	-	72%	72%	-	-	-	-	50%	72%	-	72%	72%	-
2028	-	82%	82%	-	-	-	-	60%	82%	-	82%	82%	-
2029	-	90%	90%	-	-	-	-	70%	90%	-	90%	90%	-

Early Childhood Math Progress Measure 4

EXAMPLE: The percent of 2nd grade students that score On Grade Level or Above in math on the IXL will increase from 53% to 90% by June 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
53%	61%	69%	77%	85%	90%

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	-	53%	53%	-	-	-	-	23%	53%	-	53%	53%	-
2025	-	61%	61%	-	-	-	-	33%	61%	-	61%	61%	-
2026	-	69%	69%	-	-	-	-	43%	69%	-	69%	69%	-
2027	-	77%	77%	-	-	-	-	53%	77%	-	77%	77%	-
2028	-	85%	85%	-	-	-	-	63%	85%	-	85%	85%	-
2029	-	90%	90%	-	-	-	-	70%	90%	-	90%	90%	-

EC Math Targeted Professional Development Plan

This is the section that can be used for detailing campus actions and implementation steps that may include: strategies; materials; personnel

CCMR Progress Measure 1

The percent of CCMR students that meet college readiness will increase from 15% September 2024 to 33% by September 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
15%	*25%	27%	29%	31%	33%

Closing the Gaps Student Groups Yearly Targets

	African American	Hispanic	White	American Indian	Asian	Pacific Islander	Two or More	Special Ed	Eco. Disadv.	Special Ed (Former)	EL	Cont. Enrolled	Non-Cont. Enrolled
2024	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-
2025	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-
2026	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-
2027	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-
2028	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-
2029	0	100%	100%	-	-	-	-	-	100%	-	100%	100%	-

CCMR Progress Measure 2

The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for career ready will increase from 61% September 2024 to 70% by September 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
61%	65%	67%	68%	69%	70%

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	0	100%	100%	-	-	-	-	83%	100%	-	xx%	xx%	-
2025	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2026	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2027	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2028	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2029	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-

CCMR Progress Measure 3

The percent of CCMR students that meet the threshold for CCMR Outcomes Bonus for military ready will increase from 0% to 1% by September 2029.

Yearly Target Goals

2024	2025	2026	2027	2028	2029
1%	0%	1%	1%	1%	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
2024	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2025	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2026	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2027	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2028	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-
2029	0	xx%	xx%	-	-	-	-	xx%	xx%	-	xx%	xx%	-

TIME USE TRACKER

Date: 06/19/2024

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	4	← 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 →	6
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	
		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 →	9
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 →	2
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 →	2
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 →	1
TOTALS	6		11

Use For Student Outcome Minutes Percentage Calculation:

6

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17

× 100 =

35

% Student Outcome Minutes



FINANCIAL REPORTS

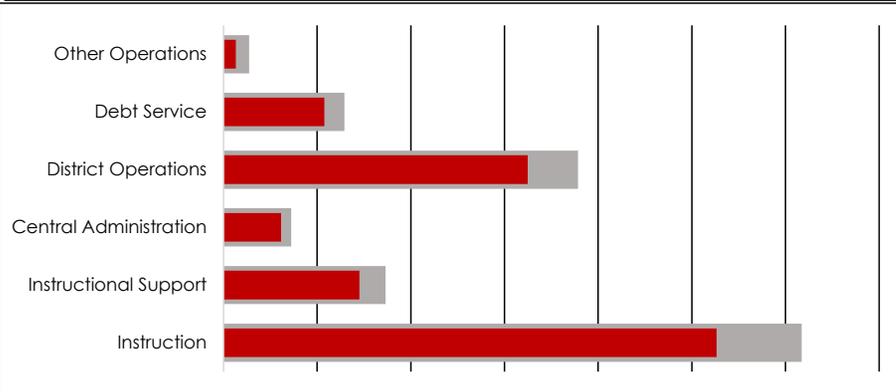
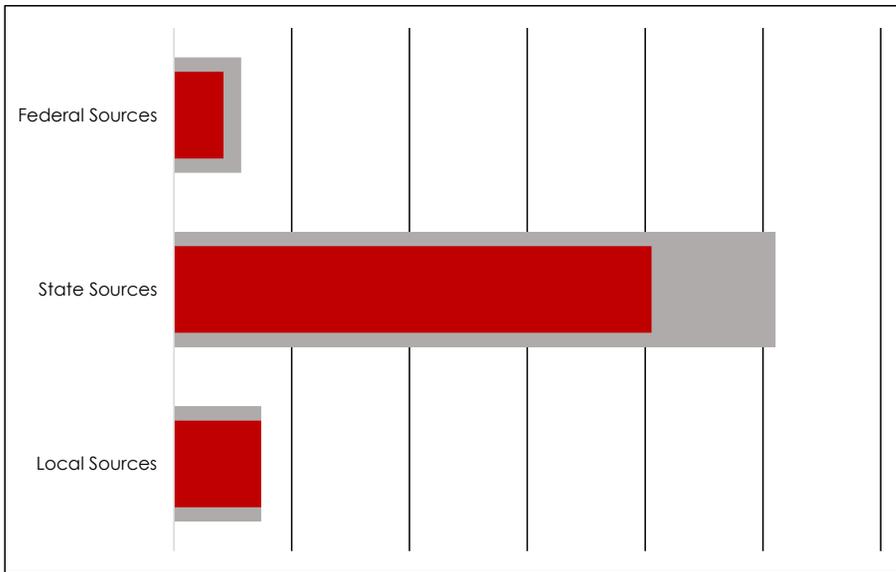
FOR THE MONTH ENDING JUNE, 2024

Table of Contents

Summary Report	1
Revenues & Expenditures.....	2
Banking and Investment Pool.....	3
General Fund Cash Flow.....	4
Monthly Investment Summary	5
Investment Trends.....	6
Lone Star Monthly Statement.....	7
Utility Usage & Cost	11
El Paso Electric Transformer Upgrades	12
\$25K and Above Payments	13
Check Register	14

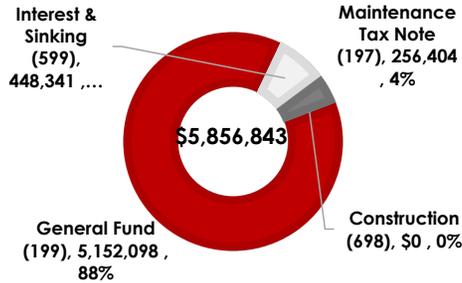
**TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of June 30, 2024**

Board Adopted Revenue and Expenditures

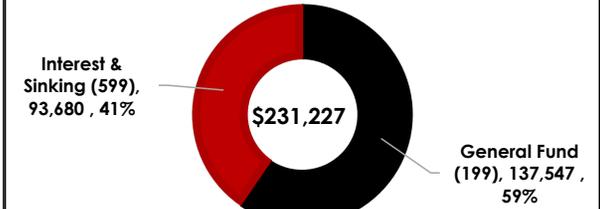


Banking and Investment Pools

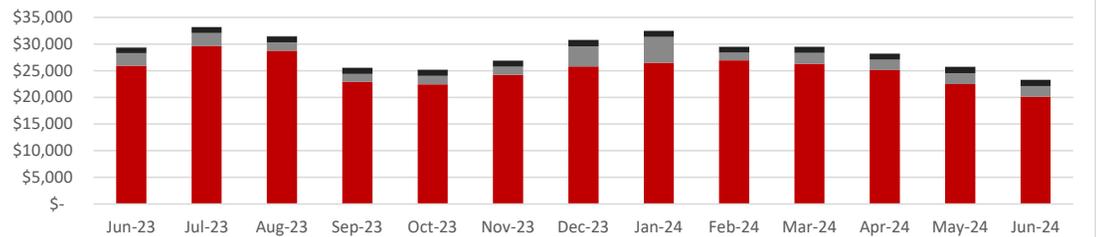
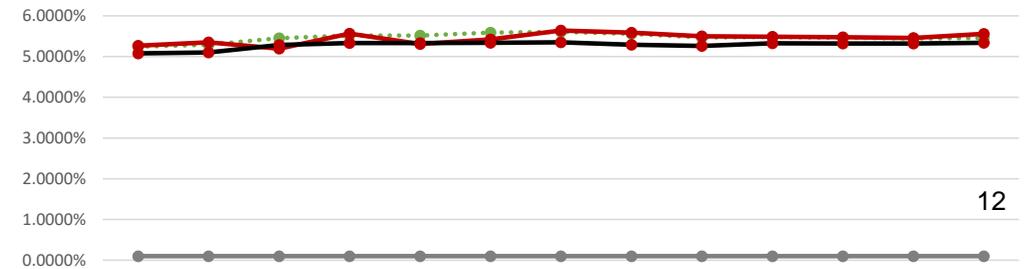
LONE STAR INVESTMENTS



WESTSTAR BANK

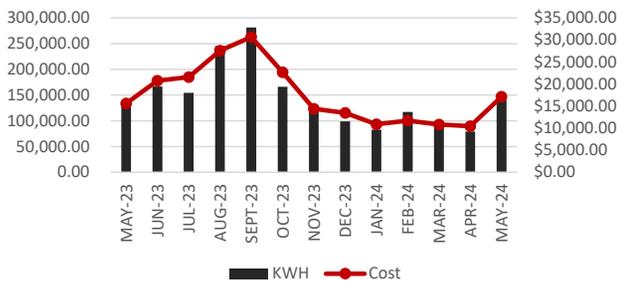


Investment Rate and Interest Revenue Trends

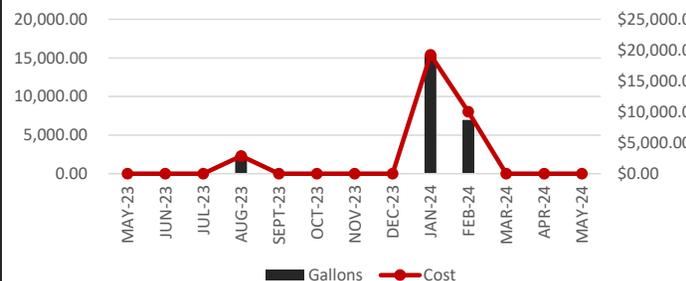


Utilities

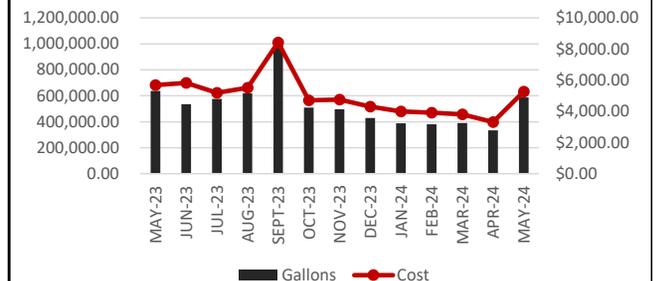
ELECTRICITY



PROPANE



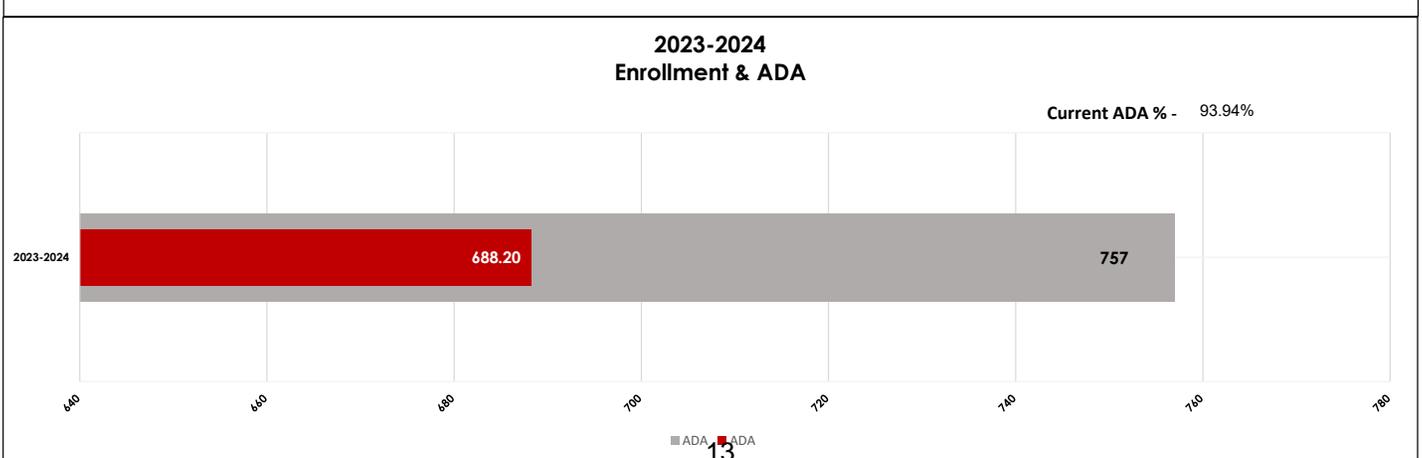
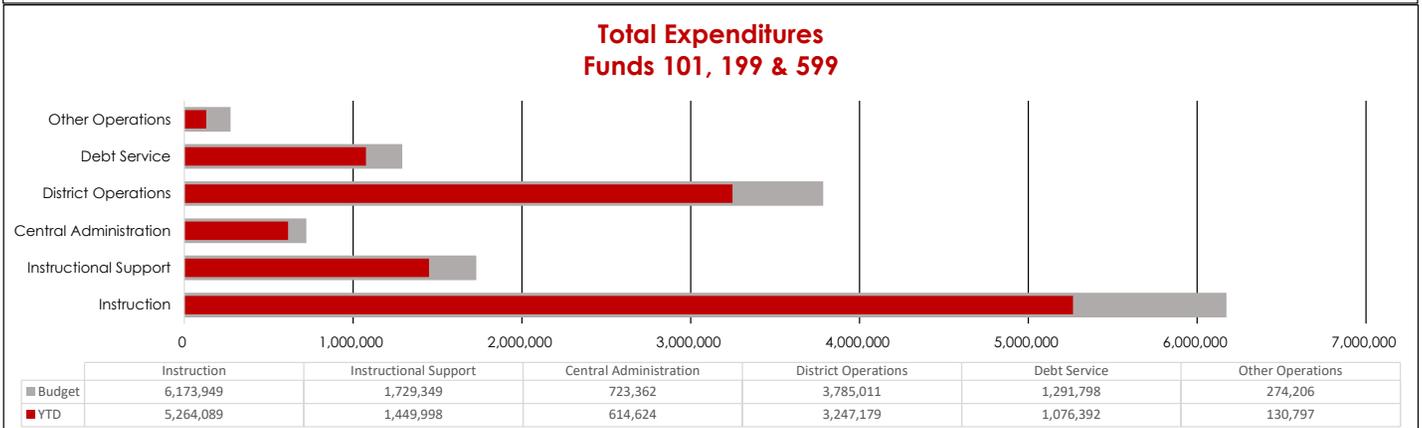
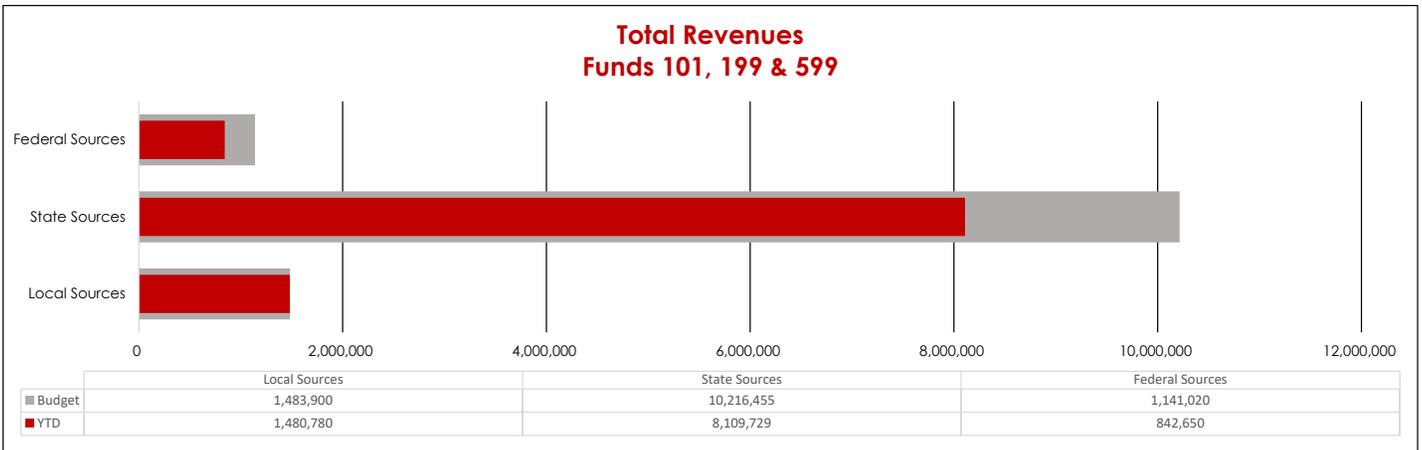
WATER



TORNILLO INDEPENDENT SCHOOL DISTRICT

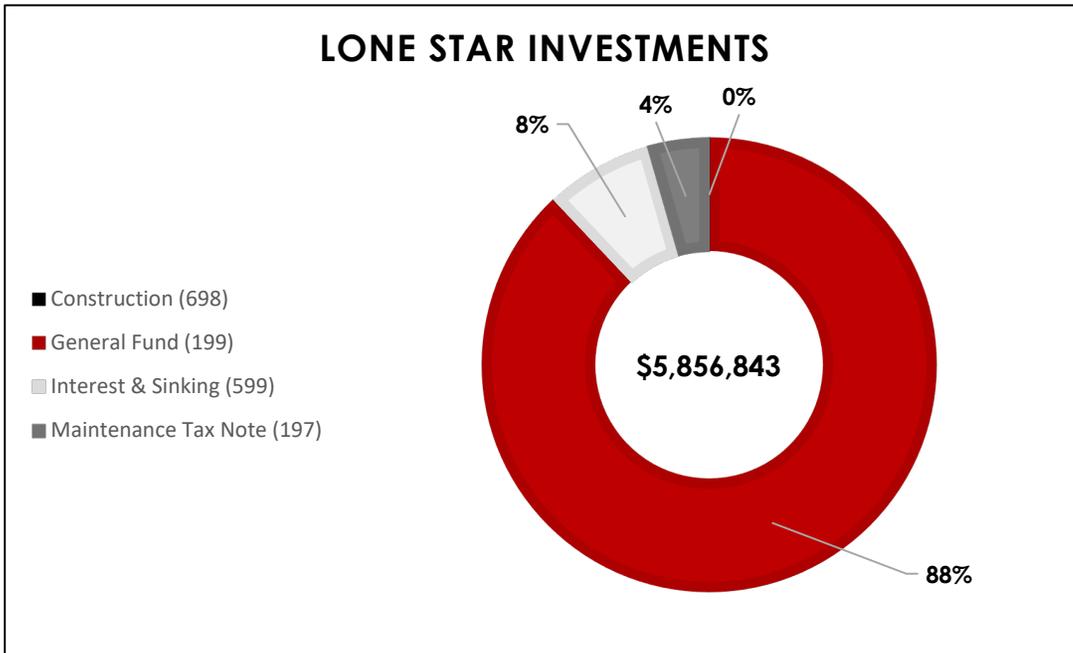
Revenues & Expenditures As of June 30, 2024

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	79,127	(12,727)	978,000	950,410	27,590	439,500	451,243	(11,743)	1,483,900	1,480,780	3,120
State Sources	2,400	2,950	(550)	9,364,757	7,389,376	1,975,381	849,298	717,403	131,895	10,216,455	8,109,729	2,106,726
Federal Sources	766,020	608,462	157,558	375,000	234,188	140,812	0	0	0	1,141,020	842,650	298,370
Total Revenue:	834,820	690,539	144,281	10,717,757	8,573,974	2,143,783	1,288,798	1,168,646	120,152	12,841,375	10,433,159	2,408,216
EXPENSES												
Instruction	0	0	0	6,173,949	5,264,089	909,860	0	0	0	6,173,949	5,264,089	909,860
Instructional Support	0	0	0	1,729,349	1,449,998	279,351	0	0	0	1,729,349	1,449,998	279,351
Central Administration	0	0	0	723,362	614,624	108,738	0	0	0	723,362	614,624	108,738
District Operations	834,820	800,415	34,406	2,950,191	2,446,765	503,426	0	0	0	3,785,011	3,247,179	537,832
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	130,797	143,409	0	0	0	274,206	130,797	143,409
Total Expenses:	834,820	800,415	34,406	11,854,057	9,906,273	1,947,784	1,288,798	1,076,392	212,406	13,977,675	11,783,080	2,194,595

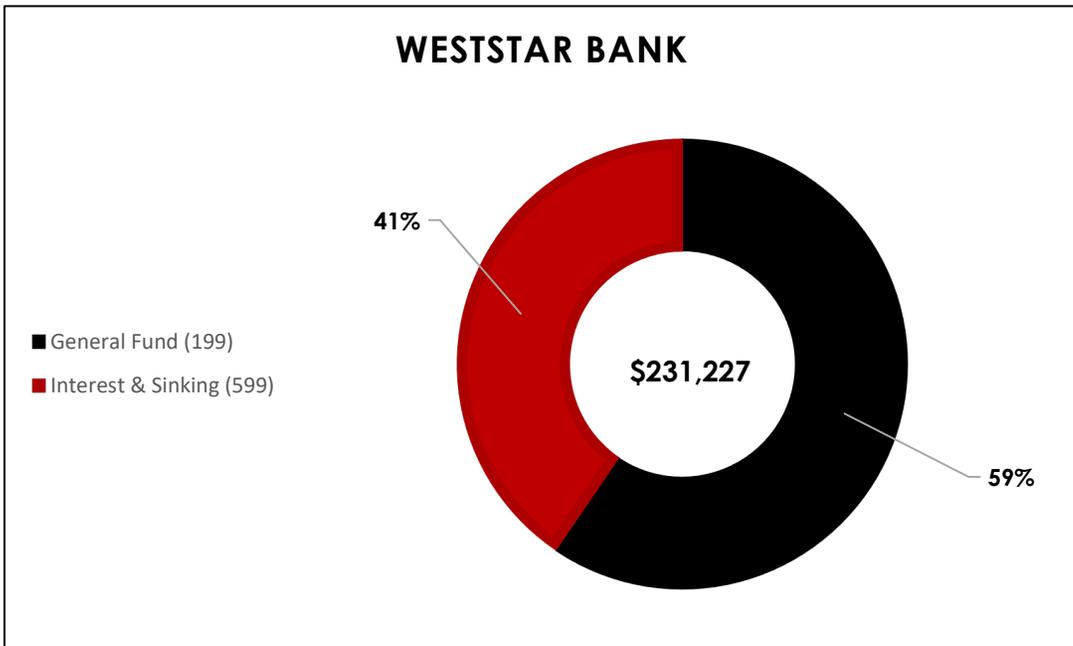


TORNILLO INDEPENDENT SCHOOL DISTRICT

As of June 30, 2024



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	4,975,221	5,152,098	176,877
Interest & Sinking (599)	446,352	448,341	1,990
Maintenance Tax Note (197)	255,404	256,404	1,000
Lone Star Investment Pool	\$5,676,977	\$5,856,843	\$179,866



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	79,404	137,547	58,143
Interest & Sinking (599)	85,376	93,680	8,304
WestStar Bank	\$164,780	\$231,227	\$66,447

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of June 30, 2024

Beginning Balance \$ 79,404

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01										\$ 79,404
02			16							\$ 79,420
03				150,000				(32,149)		\$ 197,271
04	2,177	15						(36,949)		\$ 162,514
05		5		200,000		(118,747)		(64,138)		\$ 179,634
06								(18,999)		\$ 160,636
07		18,506						(30,235)		\$ 148,907
08										\$ 148,907
09										\$ 148,907
10								(10,465)		\$ 138,442
11	2,509			500,000			(402,731)	(4,237)		\$ 233,983
12		20				(43,905)		(6,727)		\$ 183,371
13		100						(21,494)		\$ 161,977
14				200,000	(85,233)		(825)	(13,532)	(567)	\$ 261,820
15										\$ 261,820
16										\$ 261,820
17		10,000						(2,734)		\$ 269,086
18	12,160	11,260						(1,542)		\$ 290,964
19										\$ 290,964
20				360,000				(79,530)		\$ 571,434
21		460					(311,781)	(17,854)		\$ 242,259
22										\$ 242,259
23										\$ 242,259
24								(5,733)		\$ 236,526
25	1,729							(19,486)		\$ 218,769
26								(24,106)		\$ 194,663
27								(3,991)		\$ 190,673
28					(42,004)		(825)	(10,297)		\$ 137,547
29										\$ 137,547
30			17							\$ 137,563
Ending Balance \$ 137,563										

Tornillo Independent School District

Monthly Summary of Investments As of June 30, 2024

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		6/1/2024				6/30/2024	
199-1110	General Operating	\$ 79,403.89	1,469,036.92	1,410,910.50	16.53	\$ 137,546.84	0.10%
197-1107	Maintenance Tax Note	\$ 255,404.11	0.00	0.00	1,138.47	\$ 256,542.58	5.4556%
199-1107	Lone Star Inv. Pool#1	\$ 4,975,221.27	1,566,744.92	1,410,000.00	20,131.62	\$ 5,152,097.81	5.4556%
599-1110	Interest and Sinking	\$ 85,376.01	9,297.21	1,000.00	6.89	\$ 93,680.11	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 446,349.88	0.00	0.00	1,989.62	\$ 448,339.50	5.4556%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.87	0.00	0.00	0.01	\$ 1.88	5.3409%

16

Statement of Compliance:

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

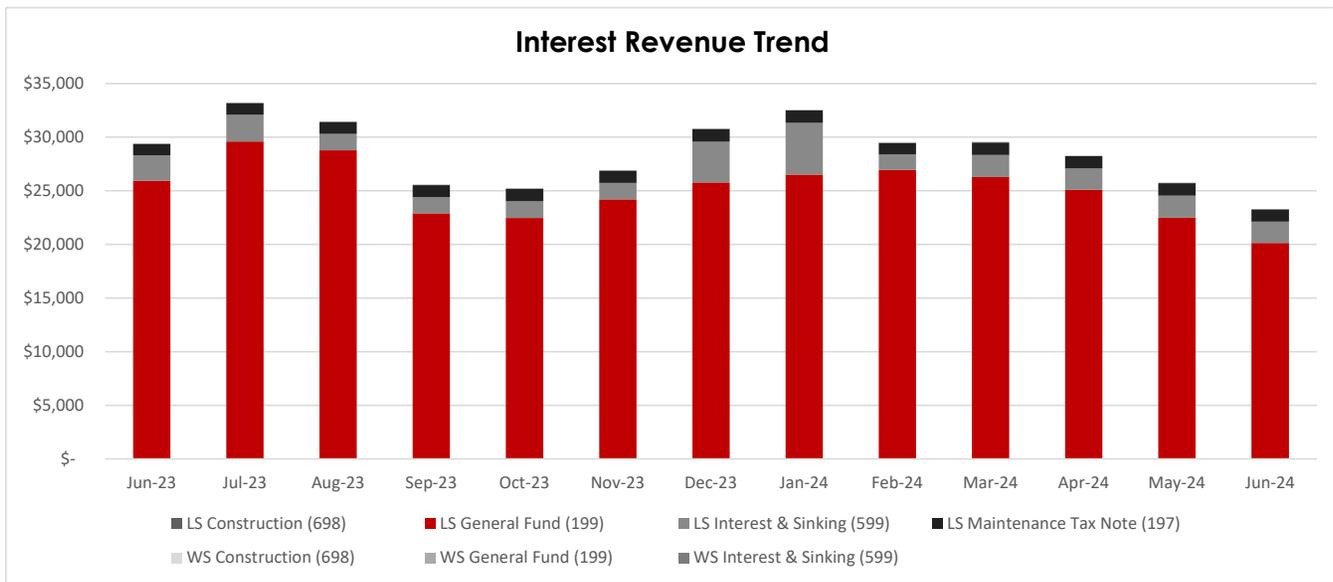
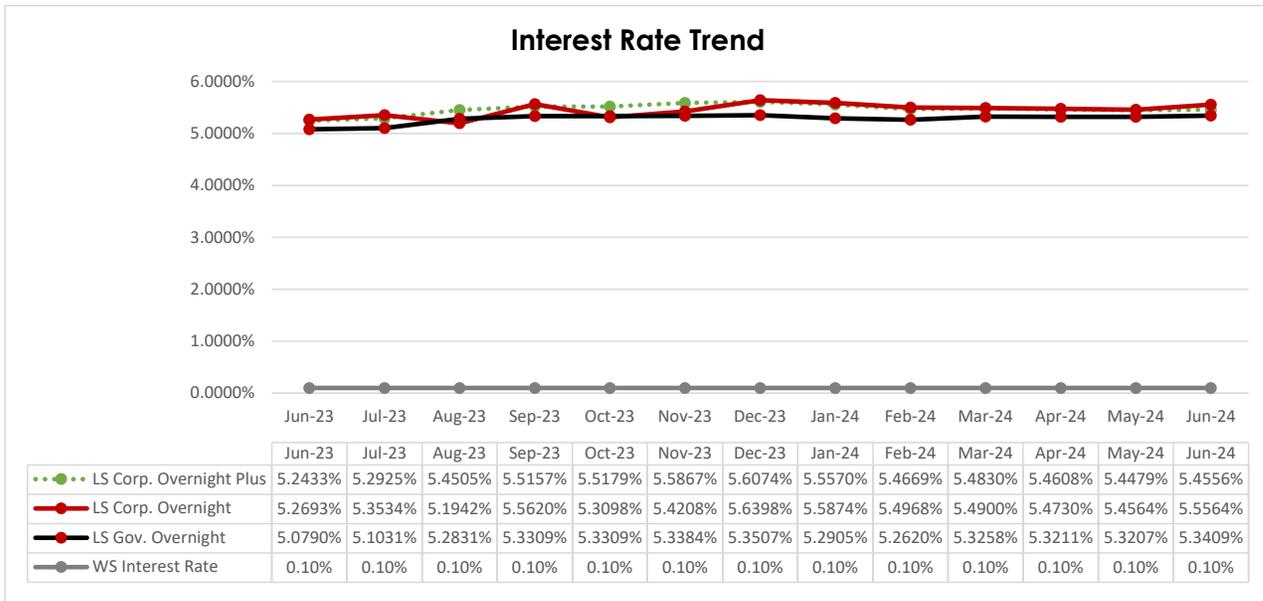


Luis Guerra, Director of Finance



TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS





Participant #: 71908

Lone Star™ June 2024
Investment Pool **Monthly Statement**

Statement Period: 06/01/2024 to 06/30/2024

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	5,152,097.81	1.00	5,152,097.81	87.97%
Totals:				5,152,097.81	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	448,339.50	1.00	448,339.50	7.65%
	Government Overnight Fund	1.88	1.00	1.88	0.00%
Totals:				448,341.38	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	256,542.58	1.00	256,542.58	4.38%
Totals:				256,542.58	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5.44 %	5,856,979.89	1.00	5,856,979.89	100.00 %
Government Overnight Fund	0.00 %	1.88	1.00	1.88	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
Total Value:				5,856,981.77	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2024	Starting Balance	4,975,221.27			4,975,221.27
06/03/2024	Withdrawal	4,825,221.27	-150,000.00	1.00	-150,000.00
06/04/2024	Deposit	4,831,489.61	6,268.34	1.00	6,268.34
06/04/2024	Deposit	4,836,757.27	5,267.66	1.00	5,267.66
06/04/2024	Deposit	4,846,347.22	9,589.95	1.00	9,589.95
06/05/2024	Withdrawal	4,646,347.22 ¹⁸	-200,000.00	1.00	-200,000.00
06/06/2024	Deposit	4,653,293.42	6,946.20	1.00	6,946.20



General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/11/2024	Withdrawal	4,153,293.42	-500,000.00	1.00	-500,000.00
06/14/2024	Withdrawal	3,953,293.42	-200,000.00	1.00	-200,000.00
06/17/2024	Deposit	3,974,185.32	20,891.90	1.00	20,891.90
06/17/2024	Deposit	4,103,372.84	129,187.52	1.00	129,187.52
06/18/2024	Deposit	4,216,848.18	113,475.34	1.00	113,475.34
06/18/2024	Deposit	4,225,041.76	8,193.58	1.00	8,193.58
06/18/2024	Deposit	4,237,151.36	12,109.60	1.00	12,109.60
06/18/2024	Deposit	4,301,780.77	64,629.41	1.00	64,629.41
06/18/2024	Deposit	4,333,884.52	32,103.75	1.00	32,103.75
06/18/2024	Deposit	4,340,403.84	6,519.32	1.00	6,519.32
06/18/2024	Deposit	4,348,614.47	8,210.63	1.00	8,210.63
06/18/2024	Deposit	4,415,089.47	66,475.00	1.00	66,475.00
06/18/2024	Deposit	4,423,029.73	7,940.26	1.00	7,940.26
06/18/2024	Deposit	4,493,748.62	70,718.89	1.00	70,718.89
06/20/2024	Withdrawal	4,133,748.62	-360,000.00	1.00	-360,000.00
06/25/2024	Deposit	4,824,709.62	690,961.00	1.00	690,961.00
06/28/2024	Deposit	5,131,966.19	307,256.57	1.00	307,256.57
06/28/2024	Interest	5,152,097.81	20,131.62	1.00	20,131.62
06/30/2024	Ending Balance	5,152,097.81			5,152,097.81

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2024	Starting Balance	446,349.88			446,349.88
06/28/2024	Interest	448,339.50	1,989.62	1.00	1,989.62
06/30/2024	Ending Balance	448,339.50			448,339.50

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2024	Starting Balance	1.87			1.87
06/28/2024	Interest	1.88	0.01	1.00	0.01
06/30/2024	Ending Balance	1.88			1.88

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/01/2024	Starting Balance	255,404.11			255,404.11
06/28/2024	Interest	256,542.58	1,138.47	1.00	1,138.47
06/30/2024	Ending Balance	256,542.58			256,542.58

Important Information about this statement

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

Tornillo Independent School District

El Paso Electric Transformer Upgrades

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

21

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
160826	\$33,150.00	Region 19	Board Approved
160895	\$25,332.28	Redgear LLC	Board Approved

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

Account#: 100003379
 Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
 Time: 10:36 AM
 Page 1 of 8

VendorID : WestStar Bank - 100003379

681	06/13/2024	500020	Loretta Aguilar		Issued	\$88.00	Employee Reimbursement Direct Deposit
682	06/13/2024	501056	Claudia Anaya Garcia		Issued	\$175.00	Employee Reimbursement Direct Deposit
683	06/13/2024	501309	Esmeralda Bravo		Issued	\$175.00	Employee Reimbursement Direct Deposit
684	06/13/2024	501261	Maria Contreras		Issued	\$43.00	Employee Reimbursement Direct Deposit
685	06/13/2024	500814	Lilia Delgado		Issued	\$175.00	Employee Reimbursement Direct Deposit
686	06/13/2024	500732	Alma Erives		Issued	\$175.00	Employee Reimbursement Direct Deposit
687	06/13/2024	501273	Jorge Lazo		Issued	\$175.00	Employee Reimbursement Direct Deposit
688	06/13/2024	501082	Myrna Lopez		Issued	\$88.00	Employee Reimbursement Direct Deposit
689	06/13/2024	500699	Maria Morales		Issued	\$175.00	Employee Reimbursement Direct Deposit
690	06/13/2024	501033	Valeria Ramos		Issued	\$175.00	Employee Reimbursement Direct Deposit
691	06/13/2024	501057	Paloma Santillana		Issued	\$175.00	Employee Reimbursement Direct Deposit
692	06/13/2024	500021	Dania Sotelo		Issued	\$175.00	Employee Reimbursement Direct Deposit
693	06/14/2024	501272	Maira Rivera De Santiago		Issued	\$175.00	Employee Reimbursement Direct Deposit
694	06/19/2024	501065	Jacqueline Bouche		Issued	\$175.00	Employee Reimbursement Direct Deposit
695	06/19/2024	500093	Marissa Delgado		Issued	\$175.00	Employee Reimbursement Direct Deposit
696	06/19/2024	500559	Veronica Tovar		Issued	\$175.00	Employee Reimbursement Direct Deposit
697	06/27/2024	500409	Alicia Alvarado		Issued	\$226.00	Employee Reimbursement Direct Deposit
698	06/27/2024	501056	Claudia Anaya Garcia		Issued	\$153.00	Employee Reimbursement Direct Deposit
699	06/27/2024	501065	Jacqueline Bouche		Issued	\$153.00	Employee Reimbursement Direct Deposit
700	06/27/2024	500837	Lizeth Carroll		Issued	\$182.00	Employee Reimbursement Direct Deposit
701	06/27/2024	501088	Claudia Del Valle		Issued	\$153.00	Employee Reimbursement Direct Deposit
702	06/27/2024	500832	Damaris Duran	23	Issued	\$89.00	Employee Reimbursement Direct Deposit
703	06/27/2024	500732	Alma Erives		Issued	\$182.00	Employee Reimbursement Direct Deposit

Account#: 100003379
 Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
 Time: 10:36 AM
 Page 2 of 8

704	06/27/2024	501271	Brenda Estrada	Issued	\$153.00	Employee Reimbursement Direct Deposit
705	06/27/2024	501227	Elvira Garcia	Issued	\$204.00	Employee Reimbursement Direct Deposit
706	06/27/2024	500537	Maria Hernandez	Issued	\$226.00	Employee Reimbursement Direct Deposit
707	06/27/2024	500983	Laura Roa	Issued	\$153.00	Employee Reimbursement Direct Deposit
708	06/27/2024	500985	Irma Rodriguez	Issued	\$153.00	Employee Reimbursement Direct Deposit
709	06/27/2024	501277	Karina Schulte	Issued	\$182.00	Employee Reimbursement Direct Deposit
710	06/27/2024	500559	Veronica Tovar	Issued	\$226.00	Employee Reimbursement Direct Deposit
711	06/27/2024	501033	Valeria Valenzuela	Issued	\$153.00	Employee Reimbursement Direct Deposit
160780	06/03/2024	10190	Fabens Oil Co.	Issued	\$347.06	Paper Check
160781	06/03/2024	10475	Jose Trinidad Vazquez	Issued	\$25.00	Paper Check
160782	06/03/2024	20059	Subway	Issued	\$143.31	Paper Check
160783	06/03/2024	20059	Subway	Issued	\$75.60	Paper Check
160784	06/03/2024	20630	Grupo Carrillo Inc.	Issued	\$99.98	Paper Check
160785	06/03/2024	20587	Bradley's Hardware Inc	Issued	\$10.99	Paper Check
160786	06/03/2024	20408	UTEP -College of Education	Issued	\$500.00	Paper Check
160787	06/03/2024	20941	dunn-edwards	Issued	\$167.46	Paper Check
160788	06/03/2024	20320	UTEP-College of Engineering	Issued	\$250.00	Paper Check
160789	06/03/2024	20320	UTEP-College of Engineering	Issued	\$250.00	Paper Check
160790	06/06/2024	10050	Barnes & Noble	Issued	\$1,969.69	Paper Check
160791	06/06/2024	10128	El Paso Central Appraisal District	Issued	\$3,696.92	Paper Check
160792	06/06/2024	10138	El Paso Disposal, LP	Issued	\$2,164.72	Paper Check
160793	06/06/2024	10190	Fabens Oil Co.	Issued	\$148.17	Paper Check
160794	06/06/2024	10543	Labatt Food Service	Issued	\$2,979.02	Paper Check
160795	06/06/2024	10601	Office Depot	Issued	\$6,152.49	Paper Check
160796	06/06/2024	10657	Segovia'S Distributing, Inc.	Issued	\$294.30	Paper Check

Account#: 100003379
 Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
 Time: 10:36 AM
 Page 3 of 8

160797	06/06/2024	10864	Walmart Community/Capital One	Issued	\$38.85	Paper Check	
160798	06/06/2024	20022	Citibank	Issued	\$147.60	Paper Check	
160799	06/06/2024	20022	Citibank	Issued	\$577.14	Paper Check	
160800	06/06/2024	20169	El Paso County Water Improvement	Issued	\$5,265.73	Paper Check	
160801	06/06/2024	20215	Spectrum Paper Co, Inc.	Issued	\$3,245.72	Paper Check	
160802	06/06/2024	20255	Mentru Enterprises	Issued	\$3,303.00	Paper Check	
160803	06/06/2024	20389	Mountain Desert Water LLC	Issued	\$503.94	Paper Check	
160804	06/06/2024	20511	Blue Daisy Consulting, LLC	Issued	\$9,900.00	Paper Check	
160805	06/06/2024	20584	Electro Medical Analysis, Inc.	Issued	\$195.00	Paper Check	
160806	06/06/2024	20642	Faben's Quick Lube	Issued	\$172.50	Paper Check	
160807	06/06/2024	20662	Citibank	Issued	\$243.12	Paper Check	
160808	06/06/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	\$1,078.00	Paper Check	
160809	06/06/2024	20821	Winsupply of West El Paso	Issued	\$1,005.65	Paper Check	
160810	06/06/2024	21054	Jungle Reef	Issued	\$209.95	Paper Check	
160811	06/06/2024	21086	Rey Solis	Void with Reissue	\$380.04	Paper Check	06/18/2024
160812	06/06/2024	21087	Dal A. Watson	Issued	\$135.00	Paper Check	
160813	06/06/2024	21088	Ben Villa	Issued	\$481.77	Paper Check	
160814	06/06/2024	21089	Justin Lopez	Issued	\$391.82	Paper Check	
160815	06/06/2024	21091	Elmhurst University	Issued	\$500.00	Paper Check	
160816	06/06/2024	21092	Santiago Cantu Jr.	Issued	\$237.44	Paper Check	
160817	06/10/2024	20984	Neumark Irrigation Supply	Issued	\$319.85	Paper Check	
160819	06/13/2024	10040	Game One	Issued	\$428.00	Paper Check	
160820	06/13/2024	10080	Ced-Triangle Electric -El Paso	Void with Cancel	\$410.92	Paper Check	06/14/2024
160821	06/13/2024	10171	El Paso Community College	Issued	\$2,756.42	Paper Check	
160822	06/13/2024	10190	Fabens Oil Co.	25 Issued	\$2,734.11	Paper Check	
160823	06/13/2024	10361	Home Depot Credit Services	Issued	\$149.88	Paper Check	

Account#: 100003379
Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
Time: 10:36 AM
Page 4 of 8

160824	06/13/2024	10475	Jose Trinidad Vazquez	Issued	\$22.00	Paper Check
160825	06/13/2024	10601	Office Depot	Issued	\$25.53	Paper Check
160826	06/13/2024	10630	Region 19 Education Service Center	Issued	\$33,150.00	Paper Check
160827	06/13/2024	20022	Citibank	Issued	\$340.00	Paper Check
160828	06/13/2024	20022	Citibank	Issued	\$575.92	Paper Check
160829	06/13/2024	20060	Nasco Education LLC	Issued	\$23.72	Paper Check
160830	06/13/2024	20215	Spectrum Paper Co, Inc.	Issued	\$513.70	Paper Check
160831	06/13/2024	20297	The Sherwin Williams Company	Issued	\$1,444.47	Paper Check
160832	06/13/2024	20662	Citibank	Issued	\$150.88	Paper Check
160833	06/13/2024	20662	Citibank	Issued	\$1,899.80	Paper Check
160834	06/13/2024	20662	Citibank	Issued	\$299.70	Paper Check
160835	06/13/2024	20963	Martin Olivas	Issued	\$300.00	Paper Check
160836	06/13/2024	21056	Blend Education LLC	Issued	\$14,000.00	Paper Check
160837	06/13/2024	501220	Maria Espinoza	Issued	\$273.00	Paper Check
160838	06/13/2024	500519	Elizabeth Otero	Issued	\$273.00	Paper Check
160839	06/14/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$290.26	Paper Check
160840	06/14/2024	10657	Segovia'S Distributing, Inc.	Issued	\$84.93	Paper Check
160841	06/14/2024	20736	Denver City ISD	Issued	\$578.18	Paper Check
160842	06/14/2024	20876	GH Dairy El Paso	Issued	\$352.00	Paper Check
160843	06/14/2024	21033	Carnegie Learning Inc.	Issued	\$7,259.70	Paper Check
160844	06/18/2024	21086	Rey Solis	Issued	\$380.04	Paper Check
160845	06/19/2024	10013	Texas Department of Public Safety	Issued	\$6.00	Paper Check
160846	06/19/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$715.67	Paper Check
160847	06/19/2024	10361	Home Depot Credit Services	Issued	\$1,807.93	Paper Check
160848	06/19/2024	10601	Office Depot	Issued	\$2,459.20	Paper Check
160849	06/19/2024	10630	Region 19 Education Service Center	Issued	\$5,611.55	Paper Check

Account#: 100003379
Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
Time: 10:36 AM
Page 5 of 8

160850	06/19/2024	20022	Citibank	Issued	\$384.48	Paper Check
160851	06/19/2024	20022	Citibank	Issued	\$1,526.88	Paper Check
160852	06/19/2024	20022	Citibank	Issued	\$925.80	Paper Check
160853	06/19/2024	20215	Spectrum Paper Co, Inc.	Issued	\$16,000.00	Paper Check
160854	06/19/2024	20297	The Sherwin Williams Company	Issued	\$951.92	Paper Check
160855	06/19/2024	20338	Rio Seco Ag. LLC	Issued	\$566.21	Paper Check
160856	06/19/2024	20369	Hot Shots by: Lomeli's Photo	Issued	\$2,970.71	Paper Check
160857	06/19/2024	20456	Ann Morales	Issued	\$550.00	Paper Check
160858	06/19/2024	20642	Faben's Quick Lube	Issued	\$51.00	Paper Check
160859	06/19/2024	20709	xSPEDite School Services	Issued	\$275.00	Paper Check
160860	06/19/2024	20821	Winsupply of West El Paso	Issued	\$1,019.06	Paper Check
160861	06/19/2024	20922	Ana Maria Quintero Munoz	Issued	\$317.50	Paper Check
160862	06/19/2024	21057	Carlos Esparza	Issued	\$356.50	Paper Check
160863	06/19/2024	21081	Western Welding and Development	Issued	\$13,500.00	Paper Check
160864	06/26/2024	10040	Game One	Issued	\$395.00	Paper Check
160865	06/26/2024	10555	Lead4Ward	Issued	\$4,500.00	Paper Check
160866	06/26/2024	10614	Perky Press	Issued	\$190.00	Paper Check
160867	06/26/2024	20022	Citibank	Issued	\$130.15	Paper Check
160868	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160869	06/26/2024	20022	Citibank	Issued	\$196.90	Paper Check
160870	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160871	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160872	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160873	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160874	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check
160875	06/26/2024	20022	Citibank	Issued	\$663.75	Paper Check

Account#: 100003379
Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
Time: 10:36 AM
Page 6 of 8

160876	06/26/2024	20338	Rio Seco Ag. LLC	Issued	\$2,440.00	Paper Check
160877	06/26/2024	20447	Super Chef Inc.	Issued	\$1,811.60	Paper Check
160878	06/26/2024	20511	Blue Daisy Consulting, LLC	Issued	\$16,900.00	Paper Check
160879	06/26/2024	20662	Citibank	Issued	\$222.44	Paper Check
160880	06/26/2024	20662	Citibank	Issued	\$49.80	Paper Check
160881	06/26/2024	20886	Gamez Enterprises, Inc.	Issued	\$157.86	Paper Check
160882	06/26/2024	20895	linde gas & equipment inc	Issued	\$27.00	Paper Check
160883	06/27/2024	10601	Office Depot	Issued	\$229.11	Paper Check
160884	06/27/2024	10617	Pitneybowes	Issued	\$200.00	Paper Check
160885	06/27/2024	10635	Roll-N-Enterprise	Issued	\$225.00	Paper Check
160886	06/27/2024	10870	Windstream	Issued	\$1,952.33	Paper Check
160887	06/27/2024	20022	Citibank	Issued	\$699.00	Paper Check
160888	06/27/2024	20022	Citibank	Issued	\$457.47	Paper Check
160889	06/27/2024	20022	Citibank	Issued	\$457.47	Paper Check
160890	06/27/2024	20022	Citibank	Issued	\$499.00	Paper Check
160891	06/27/2024	20022	Citibank	Issued	\$699.00	Paper Check
160892	06/27/2024	20060	Nasco Education LLC	Issued	\$4,909.16	Paper Check
160893	06/27/2024	20215	Spectrum Paper Co, Inc.	Issued	\$1,316.50	Paper Check
160894	06/27/2024	20297	The Sherwin Williams Company	Issued	\$1,482.52	Paper Check
160895	06/27/2024	20494	RedGear LLC	Issued	\$25,332.28	Paper Check
160896	06/27/2024	20690	Total Equipment & Rental of El Paso	Issued	\$1,635.96	Paper Check
160897	06/27/2024	21051	Mobile Communications America, Inc.	Issued	\$5,750.00	Paper Check
160898	06/27/2024	10864	Walmart Community/Capital One	Issued	\$167.91	Paper Check
160899	06/27/2024	20408	UTEP -College of Education	Issued	\$500.00	Paper Check
10002382	06/06/2024	20765	Commerce Bank	Issued	\$21,390.59	ACH
10002383	06/14/2024	20765	Commerce Bank	Issued	\$4,217.26	ACH

Account#: 100003379
Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
Time: 10:36 AM
Page 7 of 8

10002384	06/19/2024	20765	Commerce Bank	Issued	\$932.24	ACH
10002386	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002387	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002388	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002389	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002390	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002391	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$311.00	ACH
10002392	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002393	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002394	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002395	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002396	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002397	06/27/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002398	06/27/2024	20765	Commerce Bank	Issued	\$3,803.87	ACH
200001442	06/06/2024	10105	Continental Termite & Pest Control,	Issued	\$565.00	Vendor Credit Card
200001443	06/06/2024	10859	Verizon Wireless	Issued	\$170.16	Vendor Credit Card
200001444	06/06/2024	20036	Johnstone Supply	Issued	\$543.82	Vendor Credit Card
200001445	06/06/2024	20577	L & W Supply	Issued	\$883.89	Vendor Credit Card
200001446	06/14/2024	10546	Lakeshore Learning Materials	Issued	\$1,983.87	Vendor Credit Card
200001447	06/14/2024	20052	DEMCO, Inc	Issued	\$1,820.00	Vendor Credit Card
200001448	06/19/2024	10229	Follett School Solutions, Inc.	Issued	\$3,342.83	Vendor Credit Card
200001449	06/19/2024	10669	Sonitrol Of El Paso	Issued	\$2,156.00	Vendor Credit Card
200001450	06/19/2024	20312	Service Supply	Issued	\$525.80	Vendor Credit Card
200001451	06/19/2024	20470	O'Reilly Auto Enterprises LLC	Issued	\$2,001.57	Vendor Credit Card
200001452	06/27/2024	20391	Ken Scholten dba KD Scholten Com	Issued	\$144.00	Vendor Credit Card
200001453	06/27/2024	20470	O'Reilly Auto Enterprises LLC	Issued	\$54.92	Vendor Credit Card

Account#: 100003379
Date Range: 06-01-2024 to 06-30-2024

Check Register

Date: 07-08-2024
Time: 10:36 AM
Page 8 of 8

200001454	06/27/2024	20597	El Paso Reprographics	Issued	\$5,851.00	Vendor Credit Card
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Total Checks: 179

Total Amount: 301,616.21

<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Pgm Year</u>	<u>Invoice Amount</u>	<u>Invoice Type</u>	<u>Doc ID</u>
Citibank	25271	06/03/2024	Student handbook webinar for PEIMS specialist	199-53-6499-00-953-99-0-00		147.60	PO	154700
Citibank	3514938636	05/22/2024	TAFE Hotel reservation 7/14-7/17	199-13-6411-00-001-22-0-00		577.14	PO	154607
Citibank	7994476	05/24/2024	Notary License - Rachel Aguilar	199-41-6499-00-727-99-0-00		340.00	PO	154686
Citibank	32NHUB	06/12/2024	Flight & hotel for MAYA HQIM Conference	199-23-6411-00-044-11-0-00		9.60	PO	154737
Citibank	32NHUB	06/12/2024	Flight & hotel for MAYA HQIM Conference	211-13-6411-22-044-11-0-00	2023	566.32	PO	154737
Citibank	217-Miramontes	06/09/2024	Travel Accomodations for Staff travel	199-13-6411-00-918-23-0-00		384.48	PO	154567
Citibank	38JKLV	06/13/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	1,526.88	PO	154549
Citibank	111-5277659-0569025	06/11/2024	Leadership Summit Training Materials	270-11-6399-00-999-11-0-00	2024	925.80	PO	154736
Citibank	1NJ1HML00201N0	06/13/2024	Misc. items for leadership summit 2024	255-13-6499-00-999-11-0-00	2024	130.15	PO	154742
Citibank	89946	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	5391634	06/17/2024	Lunch for leadership; training at ESC 19 TISD	255-13-6499-00-999-11-0-00	2024	196.90	PO	154723
Citibank	5391634	06/17/2024	will be paying for the lunch estimating 22 personnel attending	255-13-6499-00-999-11-0-00	2024			
Citibank	89947	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	89951	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	89948	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	89949	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	89945	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	89950	06/26/2024	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	PO	154549
Citibank	688508	06/26/2024	ASCA 2024 travel arrangements	199-23-6411-00-044-11-0-00		94.20	PO	154755
Citibank	688508	06/26/2024	ASCA 2024 travel arrangements	211-13-6411-22-044-11-0-00	2023	604.80	PO	154755
Citibank	2951042	06/27/2024	Flight & hotel for MAYA HQIM	199-23-6411-00-044-11-0-00		7.62	PO	154737
Citibank	2951042	06/27/2024	Conference	199-23-6411-00-044-11-0-00				
Citibank	2951042	06/27/2024	Flight & hotel for MAYA HQIM Conference	211-13-6411-22-044-11-0-00	2023	449.85	PO	154737
Citibank	2951041	06/27/2024	Flight & hotel for MAYA HQIM Conference	199-23-6411-00-044-11-0-00		7.62	PO	154737
Citibank	2951041	06/27/2024	Flight & hotel for MAYA HQIM Conference	211-13-6411-22-044-11-0-00	2023	449.85	PO	154737
Citibank	420295	06/26/2024	ASCA 2024 travel arrangements	199-23-6411-00-044-11-0-00		67.25	PO	154755
Citibank	420295	06/26/2024	ASCA 2024 travel arrangements	211-13-6411-22-044-11-0-00	2023	431.75	PO	154755
Citibank	301767	06/26/2024	ASCA 2024 travel arrangements	199-23-6411-00-044-11-0-00		94.20	PO	154755
Citibank	301767	06/26/2024	ASCA 2024 travel arrangements	211-13-6411-22-044-11-0-00	2023	604.80	PO	154755
Citibank Sams Club	10166521634	04/26/2024	Hospitality room items for Track meet	181-36-6499-00-041-91-0-00		243.12	PO	154580
Citibank Sams Club	10447327915409444540	06/06/2024	Food items for Teachers PD 6/7/24	461-23-6499-00-044-11-0-00		150.88	PO	154712
Citibank Sams Club	10177989389	06/01/2024	Bin Rack	429-11-6399-02-999-11-0-00		1,899.80	PO	154649

Citibank Sams Club	10179180751	06/05/2024	Storage Tote/Lid 429-11-6399-02-999-11-0-00		299.70	PO 154649
Citibank Sams Club	10181129398	06/12/2024	Snacks for 2024 leadership summit 255-13-6499-00-999-11-0-00	2024	222.44	PO 154722
Citibank Sams Club	69296318815627754190	06/17/2024	Misc. items for leadership summit 255-13-6499-00-999-11-0-00	2024	49.80	PO 154740
Citibank Total					4,971.06	

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date
1195134	5/24/2024	101-00-2110-02-000-00-0-00	2024	000	-454.96	200001436	AP Check	200001436	AP Check	20036	Johnstone Supply		5/24/2024
1186760	4/25/2024	101-00-2110-02-000-00-0-00	2024	000	-193.06	200001411	AP Check	200001411	AP Check	10672	Southern Computer Warehouse		4/25/2024
1195128	5/24/2024	199-00-2110-02-000-00-0-00	2024	000	-471.00	200001433	AP Check	200001433	AP Check	10070	C & M Plaque & Trophy Inc.		5/24/2024
1195145	5/24/2024	199-00-2110-02-000-00-0-00	2024	000	-268.42	200001438	AP Check	200001438	AP Check	20312	Service Supply		5/24/2024
1197902	6/6/2024	199-00-2110-02-000-00-0-00	2024	000	-565.00	200001442	AP Check	200001442	AP Check	10105	Continental Termite & Pest Control,		6/6/2024
1197908	6/6/2024	199-00-2110-02-000-00-0-00	2024	000	-883.89	200001445	AP Check	200001445	AP Check	20577	L & W Supply		6/6/2024
1179787	3/28/2024	199-00-2110-02-000-00-0-00	2024	000	-284.85	200001386	AP Check	200001386	AP Check	10672	Southern Computer Warehouse		3/28/2024
1163950	1/19/2024	199-00-2110-02-000-00-0-00	2024	000	-2313.36	200001328	AP Check	200001328	AP Check	20645	Terralogic Document Systems Inc.		1/19/2024
1191960	5/9/2024	199-00-2110-02-000-00-0-00	2024	000	-170.14	200001424	AP Check	200001424	AP Check	10859	Verizon Wireless		5/9/2024
1197904	6/6/2024	199-00-2110-02-000-00-0-00	2024	000	-170.16	200001443	AP Check	200001443	AP Check	10859	Verizon Wireless		6/6/2024
1200676	6/14/2024	199-00-2110-02-000-00-0-00	2024	000	-1983.87	200001446	AP Check	200001446	AP Check	10546	Lakeshore Learning Materials		6/14/2024
1195137	5/24/2024	211-00-2110-02-000-00-0-00	2024	000	-2051.10	200001437	AP Check	200001437	AP Check	20265	4imprint, Inc.		5/24/2024
1195133	5/24/2024	282-00-2110-02-000-00-0-00	2024	000	-239.71	200001436	AP Check	200001436	AP Check	20036	Johnstone Supply		5/24/2024
1193685	5/17/2024	282-00-2110-02-000-00-0-00	2024	000	-206.94	200001431	AP Check	200001431	AP Check	20036	Johnstone Supply		5/17/2024
1188839	5/2/2024	282-00-2110-02-000-00-0-00	2024	000	-9526.12	200001417	AP Check	200001417	AP Check	20036	Johnstone Supply		5/2/2024
1195143	5/24/2024	282-00-2110-02-000-00-0-00	2024	000	-3669.59	200001435	AP Check	200001435	AP Check	20017	School Specialty		5/24/2024
1197906	6/6/2024	282-00-2110-02-000-00-0-00	2024	000	-543.82	200001444	AP Check	200001444	AP Check	20036	Johnstone Supply		6/6/2024
1196583	5/31/2024	282-00-2110-02-000-00-0-00	2024	000	-218.26	200001441	AP Check	200001441	AP Check	20036	Johnstone Supply		5/31/2024
1195140	5/24/2024	429-00-2110-02-000-00-0-00	2024	000	-1025.60	200001434	AP Check	200001434	AP Check	10687	Staples Advantage		5/24/2024
1200678	6/14/2024	429-00-2110-02-000-00-0-00	2024	000	-1820.00	200001447	AP Check	200001447	AP Check	20052	DEMCO, Inc		6/14/2024
1195138	5/24/2024	461-00-2110-02-000-00-0-00	2024	000	-3284.09	200001437	AP Check	200001437	AP Check	20265	4imprint, Inc.		5/24/2024
1195147	5/24/2024	865-00-2110-02-000-00-0-00	2024	000	-752.20	200001439	AP Check	200001439	AP Check	20479	Entourage Imaging		5/24/2024
Commerce Total					-31096.14								



MEMORANDUM

To: Members of the Board of Trustees
From: Luis M. Guerra, Director of Finance
Subject: Quarterly Investment Report – Quarter Ending June 30, 2024
Date: July 24, 2024

Introduction

This report presents a comprehensive look at the investment program and activity of the Tornillo Independent School District (TISD) for the quarter ending June 30, 2024. The Public Funds Investment Act requires quarterly reporting of investment activity and balances.

The investment objectives of preservation and safety of principal, liquidity and yield drive investment activities. These objectives dictate the types of investment vehicles that the TISD utilizes.

As of June 30, 2024, the TISD had funds invested in the Lone Star Investment Pool and at WestStar Bank. At WestStar Bank, the TISD has interest bearing and earnings credit accounts.

Analysis of Investment Performance

The focus of the investment program is the preservation and safety, liquidity and yield of invested funds. Funds must be available to meet daily cash requirements, as well as short-term and long-term needs. Maximizing investment yields are only considered after the other investment objectives have been met. Investment yields are reported for the quarter ending June 30, 2024.

The TISD began the quarter with \$6,670,509 in invested funds. This amount decreased to \$6,088,070 mainly resulting from fund balance expenses to a total projected amount of \$924,000.

The majority of TISD invested funds are invested in corporate overnight funds. The quarter began with the corporate overnight fund yield of 5.4830% and ended with a corporate overnight fund yield of 5.4548%.

General Fund – Corporate Overnight Fund

General Fund investments are restricted by payroll pay dates and accounts payable check runs, since payments for all non-student activity funds are initially paid out of this fund. Transfers are made as needed from the Lone Star Investment Pool to WestStar bank to cover cash disbursements. The invested balance in the General Fund began the quarter with \$5,913,579 in invested funds and ended the quarter with a balance of \$5,600,439. The decrease is mainly due in fund balance expenditures.

Investment	Jan-Mar	Apr-Jun	Change
Lone Star	\$5,834,407	\$5,152,098	(\$682,309)
WestStar	79,172	448,341	369,169
Total	\$5,913,579	\$5,600,439	(\$313,140)

Interest and Sinking Fund – Corporate Overnight Fund

Interest and Sinking (I&S) Fund investments are restricted to the payment of the TISD debt. The invested balance in the I&S Fund began the quarter with \$503,828 in invested funds and ended the quarter with a balance of \$542,021. The increase is due to a I&S payments received during the quarter. A bond payment in the amount of \$212,406 will be due on Aug 1, 2024.

Investment	Jan-Mar	Apr-Jun	Change
Lone Star	\$442,324	\$448,341	\$6,017
WestStar	61,504	93,680	32,176
Total	\$503,828	\$542,021	\$38,193

Maintenance Tax Note – Corporate Overnight Fund

The Maintenance Tax Note Fund began the quarter with an invested balance of \$253,100 and ended the quarter with a balance of \$256,404. The increase in invested funds is attributed to interest earnings of \$3,442 received during the quarter.

Conclusion

The District will continue to monitor the yields in longer term investments. Monthly yields have increased over the course of the quarter and are currently as competitive as yields in longer term investments. The District will continue to use governmental investment pools and should consider fixed maturity

investments when available. As the district's investment officer, I will continue to seek investment opportunities after investment preservation and safety, liquidity and yield are considered. The investment portfolio has met the Public Funds Investment Act and the Board's investment policy requirements throughout the quarter.



Luis M Guerra, Investment Office

Tornillo Independent School District

Quarterly Investments Report

As of June 30, 2024

Description	Maturity Date	6/30/2024 Interest Rate*	3/31/2024 Book Value	6/30/2024 Book Value	3/31/2024 Market Value	6/30/2024 Market Value	Change in Book Value	Change in Market Value	Accrued Interest
Lone Star Investment Pool (Cash & Cash Equivalents)									
General Fund (199-1107)	On Demand	5.4548%	\$5,834,407.16	\$5,152,097.81	\$5,832,145.74	\$5,150,539.68	-11.69%	-11.69%	\$ 67,740.42
M & O Tax Note 2008 (197-1107)	On Demand	5.4548%	\$253,100.41	\$256,404.11	\$253,002.31	\$256,464.99	1.31%	1.37%	\$ 3,442.17
Interest & Sinking Fund (599-1107)	On Demand	5.4548%	\$442,323.88	\$448,339.50	\$442,152.43	\$448,203.91	1.36%	1.37%	\$ 6,015.62
Interest & Sinking Fund (599-1107)	On Demand	5.3276%	\$1.85	\$1.88	\$1.85	\$1.85	1.62%	0.00%	\$ 0.03
Total Lone Star Investment Pool:			\$6,529,833.30	\$5,856,843.30	\$6,527,302.33	\$5,855,210.43			\$77,198.24
* Average Interest Rate for the quarter									
WestStar Bank (Cash)									
General Fund (199-1110)	On Demand	0.10%	\$79,172.06	\$137,546.84	\$79,172.06	\$137,546.84	73.73%	73.73%	\$ 46.11
Interest & Sinking Fund (599-1110)	On Demand	0.10%	\$61,504.05	\$93,680.11	\$61,504.05	\$93,680.11	52.32%	52.32%	\$ 19.83
Total WestStar Bank:			\$140,676.11	\$231,226.95	\$140,676.11	\$231,226.95			\$65.94
Total Investments:			\$6,670,509.41	\$6,088,070.25	\$6,667,978.44	\$6,086,437.38			\$77,264.18

S&P Rating
Corporate Overnight Fund - AAAf
Government Overnight Fund - AAAf

Asset	Portfolio Weight Average Maturity (WAM)			
	Book Value	Days to Maturity	Maturity Date	WAM
Lonestar Investment Pool	\$5,856,843.30	1.00	9/1/2024	0.9620
WestStar Bank	\$231,226.95	1.00	9/1/2024	0.0380
Total	\$6,088,070.25			1.0000

Investment Objectives (Priority Order):

1. Preservation & Safety of principal;
2. Liquidity; and
3. Yield



Luis M. Guerra, Investment Officer



Participant #: 71908

Lone Star™ 2024 3rd Quarter
Investment Pool **Quarterly Statement**

Statement Period: 04/01/2024 to 06/30/2024

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 Book Value (USD)	Account Market Value (USD)	% Port.
General Fund	Corporate Overnight Fund	5,152,097.81	1.00	5,152,097.81	5,150,539.68	87.97%
Totals:				5,152,097.81	5,150,539.68	

Account	Fund	Number of Shares	Price Per Share	Account Book Value (USD)	Account Market Value (USD)	% Port.
Interest & Sinking Account	Corporate Overnight Fund	448,339.50	1.00	448,339.50	448,203.91	7.65%
	Government Overnight Fund	1.88	1.00	1.88	1.88	0.00%
Totals:				448,341.38	448,205.79	

Account	Fund	Number of Shares	Price Per Share	Account Book Value (USD)	Account Market Value (USD)	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	256,542.58	1.00	256,542.58	256,464.99	4.38%
Totals:				256,542.58	256,464.99	

Totals

Fund	Number of Shares	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5,856,979.89	1.00	5,856,979.89	100.00 %
Government Overnight Fund	1.88	1.00	1.88	0.00 %
Corporate Overnight Plus Fund	0.00	1.00	0.00	0.00 %
Total Value:			5,856,981.77	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
04/01/2024	Starting Balance	5,834,407.16			5,834,407.16
04/01/2024	Deposit	6,034,407.16	200,000.00	1.00	200,000.00
04/02/2024	Withdrawal	5,784,407.16	-250,000.00	1.00	-250,000.00
04/03/2024	Adjustment Deduct Shares	5,584,407.16	-200,000.00	1.00	-200,000.00
	ACH deposit rejected - Insuff Funds Effective as of 4/1/2024	38			

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
04/11/2024	Withdrawal	5,184,407.16	-400,000.00	1.00	-400,000.00
04/12/2024	Deposit	5,188,941.66	4,534.50	1.00	4,534.50
04/15/2024	Deposit	5,296,941.91	108,000.25	1.00	108,000.25
04/15/2024	Deposit	5,420,691.64	123,749.73	1.00	123,749.73
04/15/2024	Deposit	5,436,465.64	15,774.00	1.00	15,774.00
04/15/2024	Deposit	5,448,847.38	12,381.74	1.00	12,381.74
04/15/2024	Deposit	5,575,844.61	126,997.23	1.00	126,997.23
04/16/2024	Deposit	5,630,425.12	54,580.51	1.00	54,580.51
04/16/2024	Deposit	5,632,496.40	2,071.28	1.00	2,071.28
04/16/2024	Deposit	5,670,376.88	37,880.48	1.00	37,880.48
04/16/2024	Deposit	5,670,472.81	95.93	1.00	95.93
04/16/2024	Deposit	5,677,152.82	6,680.01	1.00	6,680.01
04/16/2024	Deposit	5,701,583.44	24,430.62	1.00	24,430.62
04/16/2024	Deposit	5,794,802.11	93,218.67	1.00	93,218.67
04/16/2024	Deposit	5,798,780.07	3,977.96	1.00	3,977.96
04/16/2024	Deposit	5,854,280.85	55,500.78	1.00	55,500.78
04/16/2024	Deposit	5,855,940.28	1,659.43	1.00	1,659.43
04/19/2024	Deposit	5,883,664.18	27,723.90	1.00	27,723.90
04/25/2024	Deposit	6,079,642.89	195,978.71	1.00	195,978.71
04/25/2024	Deposit	6,098,055.89	18,413.00	1.00	18,413.00
04/25/2024	Withdrawal	5,998,055.89	-100,000.00	1.00	-100,000.00
04/25/2024	Withdrawal	5,658,055.89	-340,000.00	1.00	-340,000.00
04/26/2024	Withdrawal	5,498,055.89	-160,000.00	1.00	-160,000.00
04/30/2024	Interest	5,523,162.10	25,106.21	1.00	25,106.21
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	4,601,643.41	48,481.31	1.00	48,481.31
05/21/2024	Deposit	4,601,671.28	27.87	1.00	27.87
	GSE Antitrust Settlement Effective as of 5/1/2024				
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
06/03/2024	Withdrawal	4,825,221.27	-150,000.00	1.00	-150,000.00
06/04/2024	Deposit	4,831,489.61	6,268.34	1.00	6,268.34
06/04/2024	Deposit	4,841,079.56	9,589.95	1.00	9,589.95
06/04/2024	Deposit	4,846,347.22	5,267.66	1.00	5,267.66
06/05/2024	Withdrawal	4,646,347.22	-200,000.00	1.00	-200,000.00
06/06/2024	Deposit	4,653,293.42	6,946.20	1.00	6,946.20
06/11/2024	Withdrawal	4,153,293.42	-500,000.00	1.00	-500,000.00
06/14/2024	Withdrawal	3,953,293.42	-200,000.00	1.00	-200,000.00
06/17/2024	Deposit	4,082,480.94	129,187.52	1.00	129,187.52
06/17/2024	Deposit	4,103,372.84	20,891.90	1.00	20,891.90
06/18/2024	Deposit	4,135,476.59	32,103.75	1.00	32,103.75
06/18/2024	Deposit	4,200,106.00	64,629.41	1.00	64,629.41
06/18/2024	Deposit	4,208,299.58	8,193.58	1.00	8,193.58
06/18/2024	Deposit	4,220,409.18	12,109.60	1.00	12,109.60
06/18/2024	Deposit	4,333,884.52	113,475.34	1.00	113,475.34
06/18/2024	Deposit	4,404,603.41	70,718.89	1.00	70,718.89
06/18/2024	Deposit	4,412,543.67	7,940.26	1.00	7,940.26

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
06/18/2024	Deposit	4,419,062.99	6,519.32	1.00	6,519.32
06/18/2024	Deposit	4,427,273.62	8,210.63	1.00	8,210.63
06/18/2024	Deposit	4,493,748.62	66,475.00	1.00	66,475.00
06/20/2024	Withdrawal	4,133,748.62	-360,000.00	1.00	-360,000.00
06/25/2024	Deposit	4,824,709.62	690,961.00	1.00	690,961.00
06/28/2024	Deposit	5,131,966.19	307,256.57	1.00	307,256.57
06/28/2024	Interest	5,152,097.81	20,131.62	1.00	20,131.62
06/30/2024	Ending Balance	5,152,097.81			5,152,097.81

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
04/01/2024	Starting Balance	442,323.88			442,323.88
04/30/2024	Interest	444,301.75	1,977.87	1.00	1,977.87
05/31/2024	Interest	446,349.88	2,048.13	1.00	2,048.13
06/28/2024	Interest	448,339.50	1,989.62	1.00	1,989.62
06/30/2024	Ending Balance	448,339.50			448,339.50

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
04/01/2024	Starting Balance	1.85			1.85
04/30/2024	Interest	1.86	0.01	1.00	0.01
05/31/2024	Interest	1.87	0.01	1.00	0.01
06/28/2024	Interest	1.88	0.01	1.00	0.01
06/30/2024	Ending Balance	1.88			1.88

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
04/01/2024	Starting Balance	253,100.41			253,100.41
04/30/2024	Interest	254,232.16	1,131.75	1.00	1,131.75
05/31/2024	Interest	255,404.11	1,171.95	1.00	1,171.95
06/28/2024	Interest	256,542.58	1,138.47	1.00	1,138.47
06/30/2024	Ending Balance	256,542.58			256,542.58

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.



First Public
12007 Research Blvd.
Austin, Texas 78759
800-558-8875 • firstpublic.com

Fund Performance Update

June 30, 2024

Comments by Mellon, Investment Manager

Custodian Bank: State Street Bank
Investment Managers:
American Beacon Advisors and
Mellon Investments Corp (Dreyfus)

The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. 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 seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800-558-8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

US Treasury yields fell modestly across the curve in June on continued expectations that the Federal Reserve (Fed) will not be cutting the target rate in the next few months. During the month, yields were lower by as much as 13 basis points and equity markets continued to trend higher. The Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes reached new all-time highs and gained 1.1%, 6.0% and 3.5%, respectively. The May jobs report, which released in early June, showed a rebound from a softer-than-expected April report. Non-farm payrolls increased by 272,000, well-above consensus estimates of 180,000. The unemployment rate rose to 4.0% after being below 4.0% since January 2022. Inflation slowed more than expected in May, with the Core CPI increasing just 0.16% month over month (3.4% year over year), the slowest pace since August 2021. Importantly, a monthly rate consistent with the 2% inflation target. Headline inflation also declined to 3.3% year over year on the back of a 0.01% month-over-month increase, thanks to lower gasoline prices and food prices (increasing just 0.1% month over month). As expected, the Fed left rates unchanged at the June 12 Federal Open Market Committee (FOMC) meeting with rates in the 5.25% to 5.5% range. The “dot plot” implied just one cut in 2024, versus three cuts implied previously in March. At the end of June, the federal funds futures was fully pricing in one rate cut of 25 basis points and a 77% probability of a second cut by the end of 2024.

Active Participants This Month

Schools and Colleges	592
Other Governmental Entities	91
<i>Total</i>	<i>683</i>
41	

Government Overnight Fund

Return Information

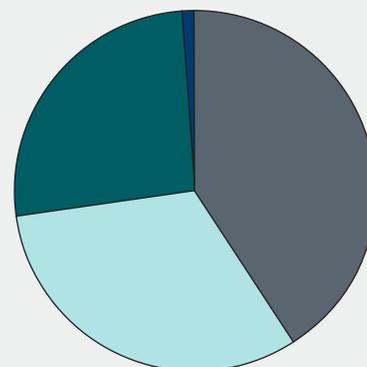
June 30, 2024

Average Monthly Return (a)	5.33%
SEC 7-day Fund Yield (b)	5.34%
Weighted Average Maturity One (c)	34 days
Weighted Average Maturity Two (c)	101 days
Portfolio Maturing beyond One Year	7%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	2,030,264,004.61	2,030,264,004.61
US Treasuries	1,664,186,319.39	1,664,040,188.78
Agencies	2,639,426,007.36	2,639,244,459.28
Money Market Funds	86,663,269.79	86,663,269.79
Total Assets	6,420,539,601.15	6,420,211,922.46

Investment Distribution



Agencies	41%
Cash Repo	32%
Treasuries	26%
Money Market	1%

(a) The return information represents the average annualized rate of return on investments for the time period referenced. Return rates reflect a partial waiver of the Lone Star Investment Pool operating expense. Past performance is no guarantee of future results.

Corporate Overnight Fund

Return Information

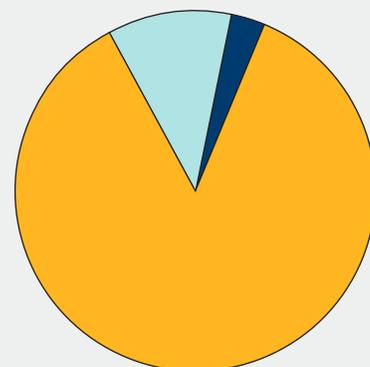
June 30, 2024

Average Monthly Return (a)	5.44%
SEC 7-day Fund Yield (b)	5.44%
Weighted Average Maturity One (c)	42 days
Weighted Average Maturity Two (c)	78 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	409,252,675.92	409,252,675.92
US Treasuries	-	-
Agencies	-	-
Commercial Paper	3,254,813,066.85	3,253,672,563.05
Money Market Funds	107,117,493.31	107,117,493.31
Total Assets	3,771,183,236.08	3,770,042,732.28

Investment Distribution



Commercial Paper	86%
Cash/Repo	11%
Money Market	3%

(b)

SEC 7-Day Yield Calculation

$$\text{Yield} = 2 \left[\left[\frac{a-b}{cd} + 1 \right]^6 - 1 \right]$$

*a - Dividend and interest income
b - Expenses accrued for the period
c - Average daily number of shares outstanding during the period that was entitled to dividends
d - Maximum offering price per share on the last day of the period*

Corporate Overnight Plus Fund

Return Information

June 30, 2024

Average Monthly Return (a)	5.45%
SEC 7-day Fund Yield (b)	5.46%
Weighted Average Maturity One (c)	52 days
Weighted Average Maturity Two (c)	94 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Inventory Position

	Book Value	Market Value
Cash/Repo	151,634,799.12	151,634,799.12
US Treasuries	-	-
Agencies	-	-
Commercial Paper	10,749,020,887.38	10,745,023,940.39
Money Market Funds	114,700,112.85	114,700,112.85
Total Assets	11,015,355,799.35	11,011,358,852.36

Investment Distribution



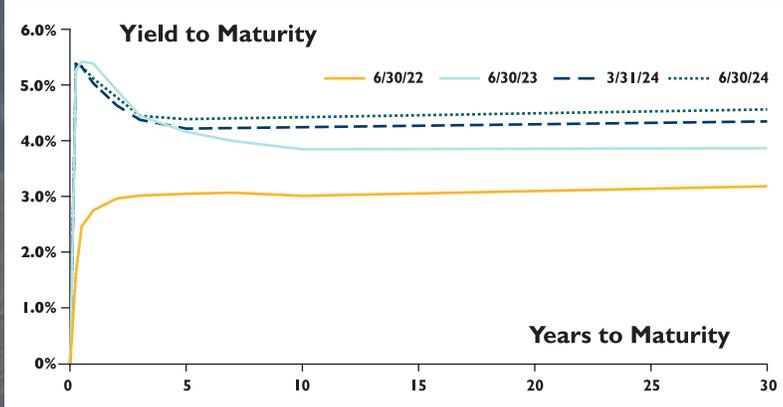
Commercial Paper	98%
Cash/Repo	1%
Money Market	1%

(c) The Weighted Average Maturity One calculation uses the industry standard definition of state maturity for floating rate instruments, the number of days until the next reset date. The Weighted Average Maturity Two calculation uses the final maturity of any floating rate instruments, as opined in Texas Attorney General Opinion No. JC0359.

Quarterly Position Report

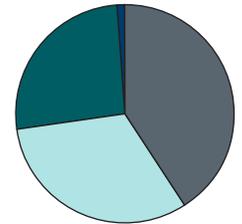
June 30, 2024

US Treasury bond yields rose by as much as 22 basis points across the curve in the second quarter of 2024 due to increasing expectations that the Federal Reserve (Fed) will not lower its target interest rate until later in the year. While the Dow Jones Industrial Average®, S&P 500® and Nasdaq-100® indexes reached new all-time highs, they finished the three-month period mixed with returns of -1.73%, +3.9% and +8.5%, respectively. The May jobs report, which released in early June, showed a rebound from a softer-than-expected April report. The unemployment rate rose to 4.0% for the first time since January 2022, but job gains remained solid. In the first five months of 2024, an average of 248,000 jobs were added per month. The latest release of the consumer price index (CPI) showed a decline from the three previous reports, which were hotter than expected. The headline CPI number for June was 3.3%, still well above the Fed's target. The PCE deflator, which is the Fed's preferred measure of inflation, has been close to their target at 2.6%. As expected, the Federal Open Market Committee (FOMC) kept the target rate unchanged at both the May 1 and June 12 meetings. The Fed's dot plot from the June meeting implied just one cut in 2024, versus three cuts implied previously in earlier dot plots. At the end of the second quarter, the federal funds futures was fully pricing in one rate cut of 25 basis points and a 77% probability of a second cut by the end of 2024.



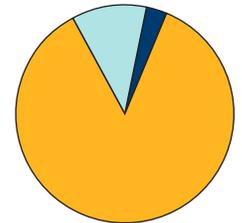
Government Overnight Fund		Duration 0.21402
	Participant Assets	Market Value
Beginning of Quarter Balance	7,253,462,211.57	7,252,811,633.41
Deposits	2,529,597,400.92	
Withdrawals	(3,362,520,011.34)	
End of Quarter Balance	6,420,539,601.15	6,420,211,922.46

Agencies	41%
Cash/Repo	32%
Treasuries	26%
MM Funds	1%



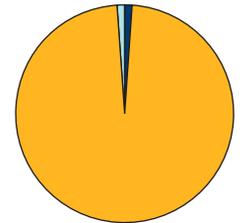
Corporate Overnight Fund		Duration 0.25590
	Participant Assets	Market Value
Beginning of Quarter Balance	4,081,360,435.94	4,079,778,496.81
Deposits	668,677,514.85	
Withdrawals	(978,854,714.71)	
End of Quarter Balance	3,771,183,236.08	3,770,042,732.28

Commercial Paper	86%
Cash/Repo	11%
MM Funds	3%



Corporate Overnight Plus Fund		Duration 0.09344
	Participant Assets	Market Value
Beginning of Quarter Balance	13,482,783,404.70	13,476,753,026.32
Deposits	3,923,545,187.45	
Withdrawals	(6,390,972,792.80)	
End of Quarter Balance	11,015,355,799.35	11,011,358,852.36

Commercial Paper	98%
Cash/Repo	1%
MM Funds	1%



Returns

	April		May		June	
	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield	Average Rate	7-day SEC Yield
Govt Overnight Fund	5.33%	5.34%	5.32%	5.33%	5.33%	5.34%
Corp Overnight Fund	5.46%	5.46%	5.44%	5.45%	5.44%	5.44%
Corp Overnight Plus Fund	5.47%	5.48%	5.46%	5.47%	5.45%	5.46%

William Mastrodicasa
William Mastrodicasa

Lone Star Investment Pool Investment Officers

Tammy Davis
Tammy Davis



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

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

TORNILLO ISD SCHOOL HEALTH ADVISORY COUNCIL ANNUAL PROGRESS REPORT TO THE BOARD OF TRUSTEES

July 2024

As Required by [Texas Education Code, Section 28.004](#)

AUTHORITY

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. The School Health Advisory Council of the Tornillo Independent School District is specifically authorized by the Board of Trustees in District policies BDF (legal), EHAA (legal).

PURPOSE

The SHAC is an advisory body. Under TEC Section 28.004, the SHAC's duties include recommending policies, procedures, curriculum, and strategies for health education appropriate for specific grade levels designed to prevent obesity, cardiovascular disease, and type 2 diabetes. The council provides invaluable advice on methods to advance student academic performance by promoting, practicing, and coordinating school health education and services, leading to a greater positive impact on student health and learning.

RESPONSIBILITY

Policy BDF (legal) requires board approval of SHAC membership which is comprised of majority parents, community leaders, school personnel, and other representatives, as needed. The SHAC meets at least four times each year and is required to submit a written report to the Board of Trustees at least once annually.

2023-2024 SHAC GOALS

The 2023-2024 SHAC goals were:

- To increase diverse representation in SHAC membership by recruiting underrepresented school personnel, parent groups, and community partners for the 2023-2024 academic year.
- To increase collaboration with community groups over the next two academic years so the SHAC can use community resources to provide appropriate recommendations to the Board.
- To review tobacco-free policy development by the end of the 2023-2024 school year and provide recommendations to the Board for updating tobacco/vaping policies and practices in the student code of conduct.

- To review District wellness goal, directives, and responsibilities and work to develop and implement Wellness Plan FFA (Regulation) by the end of the 2023-2024 school year.
- By 2024-2024, work with the campus stakeholders to develop and implement a school health action plan in each campus improvement plan.

2023-2024 SHAC ACTIVITIES AND ACCOMPLISHMENTS

During the 2023-2024 academic year, the SHAC had membership elections and recruited underrepresented categories to accomplish SHAC's work to our goal of increasing council diversity.

The SHAC met four times this academic year. The meetings included updates from the district health services coordinator on health and human sexuality curriculum, smart snack guidelines, nutrition, tobacco-free policies, parent, and community outreach planning. Meeting presentations included education/training on safe and healthy school environments, and programming to promote healthy eating and overall healthy lifestyle.

2023-2024 SHAC RECOMMENDATIONS

Following review of materials and community feedback, the SHAC provided support for the district's Wellness policies by creating and implementing supportive and progressive approaches to addressing tobacco use and by safeguarding healthy school environments that promote nutrition education and physical activity.

CONCLUSION

Since the establishment of the SHAC from [Section 28.004](#), SHACs' responsibilities and their importance in making a positive impact on student health and learning has grown significantly. This document serves to fulfill the legislative requirement that mandates SHACs to submit a written report to the Board at least once annually. We hope that, with this report, the Board and SHAC can continue to work together to support the health and well-being of the students.



MEMORANDUM

To: TISD School Board Members
From: Alicia Alvarado, PK-8th School Counselor
Subject: Counselor Time Analysis Calendar (CTAC)
Date: 7/18/2024

HISTORY:

The Counselor Time Analysis Calendar (CTAC) is a specialized application designed to help school districts evaluate their counselors' activities to ensure compliance with 19 Tex. Admin. Code § 61.1073. This regulation mandates that school counselors spend at least 80% of their total work time on duties that are integral to a counseling program. This requirement stems from Senate Bill (SB) 179, passed by the 87th Texas Legislature during its Regular Session in 2021.

RATIONALE:

CTAC will allow school counselors to develop a data-driven, evidence-based school counseling program while ensuring counselors spend at least 80% of their time in direct and indirect services to students and 20% or less of their time in program planning and school support.

BUDGET IMPACT:

The Counselor Time Analysis Calendar (CTAC) will not impact the district's budget since YISD has agreed to allow our district to utilize CTAC application at no cost.

ADMINISTRATIVE RECOMMENDATION:

We are recommending that the board approves the agreement between YISD and TISD on the usage of CTAC at no cost.



THE DISTRICT

Non-Exclusive License and User Agreement between Ysleta Independent School District and Tornillo Independent School District

This Non-Exclusive License Agreement (the “Agreement”) is entered between **the Ysleta Independent School District (“Owner” or “YISD”)** and **the Tornillo Independent School District (“ISD” or “Client”)**, collectively the “Parties”.

I. Purpose

The purpose of this Agreement is to grant and facilitate Client’s non-exclusive license use of Owner’s application known as the “Counselor Time Analysis Calendar” (the “CTAC” application).

- A. The purpose of Owner’s CTAC application is to help the Client capture and assess its counselors’ activities in conformance with 19 Tex. Admin. Code § 61.1073 which requires school districts to annually assess compliance with the district policy requiring a school counselor to spend at least 80% of the school counselor’s total work time on duties that are components of a counseling program as required by Senate Bill (SB) 179, 87th Texas Legislature, Regular Session, 2021.
- B. Owner developed the source code and all the components necessary for the successful source code execution, use, and support of the CTAC application. The CTAC application is owned by YISD as Owner.
- C. Under this Agreement, YISD grants Client a non-exclusive license to Owner’s CTAC application under this Agreement, at no cost to the Client, as goodwill extended to Client and other neighboring K-12 public school districts.

II. Term

Owner grants Client a non-exclusive license to YISD’s CTAC application for the term and duration of this Agreement. The initial term begins on the first day of the Client’s 2024-2025 fiscal year and terminates on the last day of that same fiscal year. The Parties agree this Agreement will automatically extend on a year-to-year basis, not to exceed five (5) one (1) year renewals unless written notice is provided by either party at least 30 calendar days prior to the end of any additional term.

III. Management

Key personnel to the project are named and defined in the table below through their appointment of the following roles by the Owner and Client for each of their locations. The personnel in the table below are part of the Scope of Work component.

Role	Quantity	Responsibilities
Owner and Client	1 each	Decision-makers. Receive input from the Project Managers.
Project Manager	1 each	Appointed by the Owner and Client. Serves as the Point of Contact between them, ensures milestones are met, and resolves issues.

IV. Issues and Disputes

Project implementation and subsequent software support issues are handled via the named Project Managers, Owner, and Client. The Owner and Client agree to make every effort to resolve issues and disputes through good-faith discussions and negotiations. If issues and/or dispute resolutions cannot be reached by the Owner and Client, the Agreement may be terminated immediately by either party. The parties agree to affirm their commitment to collaborate and work towards finding and implementing mutually beneficial solutions to any issues and disputes that may arise.

V. Limitation of Liability and Indemnification

The Owner shall not be liable to the Client for any damages related or unrelated to the use or misuse of the CTAC application. To the fullest extent permitted by law, the Client agrees to indemnify and hold harmless the Owner from and against any and all claims, damages, losses, costs, expenses, fees, attorney and legal expenses and fees, relating to the use of the CTAC application or any other breach of this agreement. The Owner and Client agree that this agreement is reasonable and all elements of this agreement survive its termination or expiration.

VI. Resources and Consideration

Other than Client’s covenant to protect the CTAC application and refrain from its misuse as described herein, there will be no further consideration (monetary or otherwise) from Client forming part of this Agreement and or from either party, and in exchange, Owner agrees to provide the CTAC application to the Client free-of-charge. Because the Owner has already incurred all costs to develop, implement and support the application for its own use, the costs to grant this non-exclusive license are nominal. Any and all additional costs, to either party, associated with implementing, configuring, resolving issues or disputes, providing software and technical support, and/or any other costs part of this project, are the sole responsibility of the party who incurs them.

The Owner and the Client agree to make available personnel resources in support of successful completion of this Agreement to enable the Client to make use of the CTAC application provided by the Owner. All work necessary to complete the CTAC application’s implementation, deployment into production, training, support, troubleshooting, including unforeseen events will take place during normal business hours part of the normal working calendar for each Owner and Client.

The training model provided from the Owner to the Client was originally developed for the Owner’s internal use and will be duplicated for use by the Client in a “Train-the-Trainer” format for both technical users, and individual users. The training provided from the Owner to the Client shall not exceed a total 80 hours presented in two-hour increments delivered via live

web meeting formats to coincide with training for Owner's staff. In the event that the Client requests on-site presentations or support, these will be approved by the Owner and Client, in writing, on a case-by-case basis. Costs associated with the latter are the responsibility of the party incurring the expense. Training shall include the following:

- Training hours from Owner to Client: 80 total in 2-hour increments, remote.
- Owner provided CTAC application support is from 8:00 AM to 5:00 PM. Monday through Friday during the regular school year with a maximum of three business days response/acknowledgement and resolution within a reasonable time frame determined on a case-by-case basis.
- The CTAC application environment uptime is dependent on Owner's uptime and availability of services. Client has no recourse to recover potential damages from Owner's loss in uptime and availability of services as provided under Limitation of Liability and Indemnification.

VII. Confidentiality and Intellectual Property

The Owner and Client agree that the CTAC application is protected by Owner's copyright, on file with the US Copyright Office under Registration Number TX-9-336-828. Owner agrees to grant Client non-exclusive license rights to the CTAC application pursuant to the terms and conditions of this Agreement. The Owner and Client further agree that all information, data, software, source code, graphical user interfaces (GUI), environments, and other elements related and unrelated with the use of the CTAC application are confidential during the agreement term, and survive termination. Additionally, the CTAC application remains the exclusive property of the Owner including the previously mentioned elements, and extends to design, interfaces, environments, platforms, algorithms, methodologies, stored procedures, improvements, and enhancements.

Confidentiality of the information exchanged between the parties is of utmost importance and is ensured through the setup of a Secure File Transfer (SFTP) approach. The file exchanged includes only the certain information fields necessary for the application to work as intended and will be encrypted per best practices for data sharing, such as data storage encryption, setup of servers and other environments used exclusively for the Client's data, including compliance with any other cybersecurity regulations applicable to K-12 organizations in Texas, Federal regulations, and best practices.

The software, websites, source code and any other code and/or interfaces, remains the intellectual property of the Owner including all aspects protected and not yet covered by patent or copyright. Any unauthorized use, reproduction, duplication, reverse-engineering or distribution of the CTAC application by any entity other than the Owner is a breach of this agreement that may cause the Owner to enforce their rights through any and all recourse(s) necessary.

VIII. Termination

This Agreement may be terminated by either party with a minimum 30 calendar days' written notice from date of receipt, with or without cause at any time during the active period by providing notice to the other party as in conformance with notice requirement under Section X.D. under this Agreement. Upon termination, the parties will promptly return anything belonging to the other party. Termination of this agreement does not relieve either party from any and all obligations prior to the effective date of termination.

IX. Scope of Work

Project Title: CTAC – Counselor Time Analysis Calendar

Project Overview: Implement YISD CTAC web application with neighboring districts.

A. Objectives:

1. Comply with requirements set forth in the Background paragraph.
2. Integrate YISD CTAC application with Client data.

B. Deliverables:

1. YISD TIS will load Client's data into the database

a. Student File Fields

1. SISStudentID
2. FirstName
3. MiddleName
4. LastName
5. FullName
6. LocationId
7. Location
8. Email
9. GradeCode
10. ActiveStatusCode

b. Employees File

1. BISEmployeeId
2. Suffix
3. FirstName
4. MiddleInitial
5. LastName
6. FullName
7. Email
8. LocationId
9. LocationCode
10. Location
11. JobClassId
12. JobClass
13. JobCategory
14. ActiveStatusCode
15. ActiveStatus

c. Location File

1. Code
2. Name
3. Abbrev
4. Address1
5. Address2

6. City
7. State
8. Zip
9. Phone
10. Fax
11. IsActive
12. Classes File
13. SchoolYear
14. LocationId
15. Location
16. PEIMSLocationId
17. PEIMSLocation
18. CourseCode
19. SectionCode
20. ClassId
21. Description
22. StateId
23. StartPeriod
24. EndPeriod
25. StartPeriodOrder
26. EndPeriodOrder
27. SectionStartDate
28. SectionEndDate
29. PrimaryTeacherFirstName
30. PrimaryTeacherLastName
31. PrimaryTeacherFullName
32. Student Classes File
33. SchoolYear
34. SISStudentId
35. ClassId
36. SectionId
37. StudentCourseStatus
38. StudentFirstName
39. StudentLastName
40. StudentMiddleName
41. StudentFullName
42. ClassLocationId
43. ClassLocation
44. CourseCode
45. CourseDescription
46. StartDate
47. EndDate
48. StartAttendDate
49. EndAttendDate
50. SectionStartDate
51. SectionEndDate

- 52. StartPeriod
- 53. EndPeriod
- 54. StartPeriodOrder
- 55. EndPeriodOrder
- 56. Semester

- 2. YISD will provide URL to each client utilizing the CTAC application.
- 3. Documentation outlining website structure, functionality, and how-to guides for data collection.
- 4. Reports
 - a. Counselor Breakdown
 - b. Student Activities
 - c. Counselor Compliance Senate Bill 179

C. Timeline:

- 1. Integration Phase: 2 weeks
- 2. Development Phase: 3 weeks
- 3. Testing and Optimization: 2 weeks
- 4. Total Duration: 7 weeks

D. Team Responsibilities:

- 1. Development Team: Create Extract-Transform-Load (ETL) packages to extract files provided by the client
- 2. Create reports
 - a. Student Detail Report
 - I. Search by Student
 - II. Duration of the activities set by Counselors
 - b. Counselor Detail Report
 - I. Chart breakdown of all activities by category
 - 1. Counseling
 - 2. Administrative Duties
 - 3. Training
 - 4. Professional Development
 - c. Counselor Compliance Senate Bill 179 Report
 - I. Percentage of delivered and not delivered

II. By District, Location, Counselor

E. Assumptions and Constraints:

1. Files will be provided by neighboring districts.
2. Regular feedback and approval from the client are assumed to be received within 2 business days.

F. Acceptance Criteria:

1. The application must be responsive and render properly on desktops, tablets, and mobile devices.

G. Sign-off:

1. The project will be considered complete upon client approval of the integration and documentation.

X. **Miscellaneous**

A. **Other Terms and Conditions**

The safety and security of the CTAC application is further extended to include the Owner's hyperlinked Data Sharing Terms & Conditions, and found in this document as "**EXHIBIT A.**" Client's non-exclusive license granted herein remains subject to owner's copyright protection, a copy of which is enclosed herein and incorporated for all relevant purposes as "**EXHIBIT B.**" Owner's copyright protections hereunder shall survive termination of this Agreement.

B. **No Third-Party Beneficiary**

Nothing in this agreement is intended to or does operate to create any third-party beneficiary rights.

C. **Sovereign Immunity**

Owner and Client stipulate and agree that no provision of, or any part of this AGREEMENT or any subsequent amendment thereto shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

Nothing herein shall be construed to be a waiver of sovereign immunity or similar rights and its rights under the Texas Tort Claims Act by any of the parties, except to the limited extent required by law to enforce the parties' respective obligations to each other hereunder. No provision of this Agreement that imposes an obligation or restriction on the Parties not permitted by applicable law shall be enforceable.

D. **Notice**

Unless otherwise provided herein, all notices or other communication required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly

given if sent by certified mail, return receipt requested, postage prepaid and addressed to the appropriate party at the following address or to any other person or address as may be designated in writing by the Parties.

For YISD/Owner:
Superintendent of Schools
9600 Sims Dr.
El Paso, TX 79925

For Client:
Technology & Security Director
19200 Cobb Ave.
Tornillo, TX 79853

E. Governing Law

This Agreement and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Texas, except as specifically noted. Venue shall lie with courts of confident jurisdiction in El Paso County, Texas.

F. Entire Agreement

This Agreement constitutes the entire agreement of the Parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that have been made in connection with the subject matter. No modifications or amendments of this Agreement shall be binding upon the Parties unless the same is in writing and signed by the all Parties hereto. All prior negotiations, agreements, and understandings with respect to the subject matter of this Agreement are superseded hereby.

Dr. Xavier De La Torre, Ed.D.
Superintendent of Schools
Ysleta Independent School District

Client by:
Its:
Tornillo Independent School District

Date_____

Date_____

Exhibit A

DATA SHARING TERMS & CONDITIONS

Contents

I. DEFINITIONS	1
II. STANDARD OF CARE.	2
III. INFORMATION SECURITY.	3
IV. SECURITY BREACH PROCEDURES.	4
V. OVERSIGHT OF SECURITY COMPLIANCE	5
VI. RETURN OR DESTRUCTION OF PERSONAL INFORMATION	5
VII. EQUITABLE RELIEF.	5
VIII. MATERIAL BREACH	5

I. DEFINITIONS

1. “*Agreement*” means the contract, purchase order, or other agreement, if any, between Vendor and YISD into which these Terms & Conditions are incorporated.
2. “*Applicable Law*” means all applicable federal, state, and local laws, regulations, orders, and directives, including, without limitation, any relating to privacy and/or data protection.
3. “*Authorized Employees*” means Vendor’s employees who need to know or otherwise access Personal Information to enable Vendor to perform its obligations under the Agreement.
4. “*Authorized Persons*” means Authorized Employees; and Vendor’s contractors, agents, outsourcers, and auditors who have a need to know or otherwise access Personal Information to enable Vendor to perform its obligations under the Agreement and who are bound in writing by confidentiality obligations sufficient to protect Personal Information in accordance with the terms and conditions of the Agreement.
5. “*Highly-Sensitive Personal Information*” means an
 - a. individual’s government-issued identification number (including, without limitation, social security number, driver’s license number, or state-issued identified number);
 - b. financial account number, credit card number, debit card number, credit report information, with or without any required security code, access code, personal identification number, or password that would permit access to an individual’s financial account;
 - c. biometric or health data; or
 - d. “sensitive personal information” within the meaning of Section 521.002 of the Texas Business & Commerce Code, as amended.
6. “*Personal Information*” means the information provided to Vendor by or at the direction of YISD, or otherwise obtained by Vendor, in connection with, or otherwise in the course of Vendor’s performance under, the Agreement that:

- a. identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, e-mail addresses, employee identification numbers, student identification numbers, and other unique identifiers); or
- b. can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, financial account numbers, credit report information, biometric or health data, answers to security questions, and other personal identifiers).

“Personal Information” also includes all Highly-Sensitive Personal Information, whether alone or in combination with other information, as well as all “personal identifying information” within the meaning of Section 521.002 of the Texas Business & Commerce Code, as amended. YISD’s business contact information is not by itself deemed to be Personal Information.

- 7. “*Security Breach*” means
 - a. any act or omission that compromises either the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Vendor or any Authorized Persons that relate to the protection of the security, confidentiality, or integrity of Personal Information, or
 - b. receipt of a complaint concerning the privacy practices of Vendor or any Authorized Persons or a breach or alleged breach of the Agreement relating to such privacy practices.
- 8. “*Terms & Conditions*” means these Data-Sharing Terms & Conditions.
- 9. “*Vendor*” means, depending upon the context in which these Terms & Conditions are provided, either a person or entity making a bid or proposal to YISD under a procurement or otherwise to provide goods or services to or for the benefit of YISD, or a person or entity who has entered or is entering into a contract, purchase order, or other agreement to provide goods or services to or for the benefit of YISD.
- 10. “*YISD*” means Ysleta Independent School District.

II. STANDARD OF CARE.

- 1. Vendor acknowledges and agrees that, in connection with the Agreement or otherwise in the course of its performance under the Agreement, Vendor may receive or have access to Personal Information. Vendor shall comply with the terms and conditions set forth in the Agreement, as well as in these Terms & Conditions, in its collection, receipt, transmission, storage, disposal, use, and disclosure of such Personal Information and be responsible for the unauthorized collection, receipt, transmission, access, storage, disposal, use and disclosure of Personal Information under its control or in its possession by all Authorized Employees/Authorized Persons. Vendor shall be responsible for, and remain liable to, YISD for the actions and omissions of any and all Authorized Persons that are not Authorized Employees concerning the treatment of Personal Information as if they were Vendor’s own actions and omissions.
- 2. Personal information is deemed to be Confidential Information of YISD and is not Confidential Information of Vendor. In the event of a conflict between provisions of these Terms & Conditions, provisions of the Agreement, and/or provisions of Applicable Law, the provision that is most protective of Personal Information shall govern Vendor’s obligations (unless otherwise then directed in writing by YISD).
- 3. In recognition of the foregoing, Vendor agrees and covenants that it shall:
 - a. keep and maintain all Personal Information in strict confidence, using such degree of care as is appropriate to avoid unauthorized access, use, or disclosure;

- b. use and disclose Personal Information solely and exclusively for the purposes for which the Personal Information, or access to it, is provided pursuant to the Agreement, and not use, sell, rent, transfer, distribute, or otherwise disclose or make available Personal Information for Vendor's purposes or the benefit of anyone other than YISD, in each case, without YISD's prior written consent; and
- c. not, directly or indirectly, disclose Personal Information to any person or entity other than its Authorized Employees/Authorized Persons (whether any subcontractors, agents, outsourcers, auditors, regulators, or third parties), without express written consent from YISD, unless and to the extent required by appropriate governmental authorities or as otherwise, to the extent expressly required, by Applicable Law, in which case, Vendor shall (i) notify YISD before such disclosure; (ii) be responsible for and remain liable to YISD for the actions and omissions of such Unauthorized Third-Party concerning the treatment of such Personal Information as if they were Vendor's own actions and omissions; and (iii) require the Unauthorized Third Party that has access to Personal Information to execute a written agreement agreeing to comply with the terms and conditions of the Agreement and these Terms & Conditions relating to the treatment of Personal Information.

III. INFORMATION SECURITY.

1. Vendor represents and warrants that its collection, access, use, storage, disposal, and disclosure of personal information does and will comply with Applicable Law.
2. Without limiting Vendor's obligations under Section 3(a), Vendor shall implement administrative, physical, and technical safeguards to protect Personal Information that is no less rigorous than accepted industry practices, which include, specifically, the International Organization for Standardization's standards ISO/IEC 27001 and ISO-IEC 27002 (latest versions of each), the Information Technology Library (ITIL) standards, the Control Objectives for Information and related Technology (COBIT) standards, or other applicable industry standards for information security, and Vendor shall ensure that all such safeguards, including the manner in which Personal Information is collected, accessed, used, stored, processed, disposed of and disclosed, comply with Applicable Laws, as well as the Agreement and these Terms & Conditions.
3. At a minimum, Vendor's safeguards for the protection of Personal Information shall include:
 - a. limiting access of Personal Information to Authorized Employees/Authorized Persons;
 - b. securing business facilities, data centers, paper files, servers, back-up systems, and computing equipment, including, without limitation, all mobile devices and other equipment with information storage capability;
 - c. implementing network, device application, database, and platform security;
 - d. securing information transmission, storage, and disposal;
 - e. implementing authentication and access controls within media, applications, operating systems, and equipment;
 - f. encrypting Highly-Sensitive Personal Information stored on any mobile media;
 - g. encrypting Highly-Sensitive Personal Information transmitted over public or wireless networks;
 - h. strictly segregating Personal Information from Information of Vendor or its other customers so that Personal Information is not commingled with any other types of information;
 - i. implementing appropriate personnel security and integrity procedures and practices, including, without limitation, conducting background checks consistent with Applicable Law; and
 - j. providing appropriate privacy and information security training to Vendor's employees.
4. During the term of each Authorized Employee's employment by Vendor, Vendor shall at all times cause such Authorized Employees to abide strictly by Vendor's obligations under the Agreement and these Terms & Conditions, as well as (if more protective of Personal Information) Vendor's standard policies and procedures. Vendor further agrees that it shall maintain a disciplinary process to address

any unauthorized access, use, or disclosure of Personal Information by any Vendor's officers, partners, principals, employees, agents, or contractors, whether or not Authorized Persons. Upon YISD's written request, Vendor shall promptly identify for YISD in writing all Authorized Employees, and as requested Authorized Persons, as of the date of such request.

5. Upon YISD's written request, Vendor shall provide YISD with a network diagram that outlines Vendor's information technology network infrastructure and all equipment used in relation to fulfilling its obligations under the Agreement, including, without limitation:
 - a. connectivity to YISD's and all third parties who may access Vendor's network to the extent the network contains Personal Information;
 - b. all network connections, including remote access services and wireless connectivity;
 - c. all access control devices (e.g.- firewall, packet filters, intrusion detection, and access-list routers);
 - d. all back-up or redundant servers; and
 - e. permitted access through each network connection.

IV. SECURITY BREACH PROCEDURES.

1. Vendor shall:
 - a. provide YISD with the name and contact information for an employee of Vendor who shall serve as YISD's primary security contact and shall be available to assist YISD twenty-four (24) hours per day, seven (7) days per week, as a contact in resolving obligations associated with a Security Breach;
 - b. notify YISD of a Security Breach as soon as practicable, but no later than twenty-four (24) hours after Vendor becomes aware of it; and
 - c. notify YISD of any Security Breaches by e-mailing YISD with a read receipt at admin@yisd.net, as may be revised in writing by YISD, and with a copy by e-mail to Vendor's primary business contact within YISD.
2. Immediately following Vendor's notification to YISD of a Security Breach, the parties shall coordinate with each other to investigate the Security Breach. Vendor agrees to reasonably cooperate with YISD in YISD's handling of the matter, including, without limitation, by:
 - a. assisting with any investigation;
 - b. providing YISD with physical access to the facilities and operations affected;
 - c. facilitating interviews with Vendor's employees and others involved in the matter;
 - d. making available all relevant records, logs, files, data reporting, and other materials required to comply with Applicable law, industry standards, or as otherwise required by YISD;
 - e. assisting in, and providing information and materials necessary for, YISD's compliance with Board Policy CQB(Legal) and CQB(Local), Section 11.175 of the Texas Education Code, Section 2054.5191 of the Texas Government Code, Section 521.001 et. seq. of the Texas Business & Commerce Code, Section 205.010 of the Texas Government Code, and other Applicable Law.
 - f. assisting in, and providing information and materials necessary for, YISD's compliance with its cybersecurity plan adopted under Board Policy CQB(Legal) and CQB(Local).
3. Vendor shall take reasonable steps to immediately remedy any Security Breach, and prevent any further Security Breach, at Vendor's expense and in accordance with Applicable Law. Vendor shall indemnify, defend, and hold harmless YISD from and against any claims, causes of action, liabilities, injuries, damages, expenses, attorney fees, costs, harm, and losses of any kind arising in whole or part from Vendor's breach of these Terms & Conditions and/or a Security Breach, including without limitation, those incurred by YISD in responding to, and mitigating damages caused by, any Security Breach, such as costs of notice and/or remediation.

4. Vendor shall not inform any third party of any Security Breach without first obtaining YISD's prior written consent, other than to notify a complainant, if true, that YISD has been made aware of the Security Breach. Further, Vendor agrees that YISD shall have the sole right to determine whether notice of the Security Breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies, or others as required by Applicable Law, and whether any remediation may be offered to affected persons and the nature and extent of any such remediation.
5. Vendor agrees to reasonably cooperate, at its own expense) with YISD in any litigation or other formal action deemed reasonably necessary by YISD to protect its rights relating to the use, disclosure, protection, and maintenance of Personal Information.
6. In the event of any Security Breach, Vendor shall promptly use its good faith, best efforts to prevent a recurrence of any such Security Breach.

V. OVERSIGHT OF SECURITY COMPLIANCE.

Upon YISD's written request, to confirm Vendor's compliance with the Agreement and these Terms & Conditions, as well as any applicable Applicable Law, and industry standards, Vendor grants YISD and/or a third party designated by YISD, permission to perform an assessment, audit, examination or review of all controls in Vendor's physical and/or technical environment concerning all Personal Information being handled and/or goods or services being provided to YISD pursuant to the Agreement. Vendor shall fully cooperate with such assessment by providing access to knowledgeable personnel, physical premises, documentation, infrastructure, and application software that processes, stores, or transports Personal Information for YISD pursuant to the Agreement. In addition, upon YISD's written request, Vendor shall provide YISD with the results of any audit by or on behalf of Vendor performed that assesses the effectiveness of Vendor's information security program as relevant to the security and confidentiality of Personal Information shared during or as part of the Agreement.

VI. RETURN OR DESTRUCTION OF PERSONAL INFORMATION.

At YISD's written request or upon the termination or expiration of the Agreement, Vendor shall either promptly return to YISD, or alternatively securely dispose of, all information and materials containing Personal Information (either in the original form or copies and whether in written, electronic, or other types of media) in its possession or the possession of Authorized Persons, and then certify in writing, on company letterhead, to YISD that all such information and materials have been returned to YISD or disposed of securely. Notwithstanding the foregoing, Vendor shall comply with all reasonable directions provided by YISD concerning the return or disposal of Personal Information or other information or materials owned by YISD.

VII. EQUITABLE RELIEF.

Vendor acknowledges that any breach of its covenants or obligations outlined in this Section may cause YISD irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, YISD is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which YISD may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive, and shall be, in addition to all other remedies available at law or in equity.

VIII. MATERIAL BREACH.

Vendor's failure to comply with any of the provisions of these Terms & Conditions is a material breach of the Agreement. YISD may at its option terminate the Agreement effective immediately upon written notice to Vendor without further liability or obligation to YISD.

IX MISCELLANEOUS.

1. These Terms & Conditions are in addition to any provisions of the Agreement or Applicable Law. These Terms & Conditions control over the Agreement to the extent of any irreconcilable conflict, if and to the extent these Terms & Conditions are more favorable to YISD.
2. Vendor further agrees that, if it receives information or records concerning any student of YISD, it shall protect, and not disclose, the same, except as permitted by the Agreement and these Terms & Conditions, the Family Educational Rights and Privacy Act a/k/a FERPA, and other Applicable Law.
3. Vendor also agrees that, if it receives protected health information concerning any student or employee of YISD, or a family member thereof, it shall protect, and not disclose, the same, except as permitted except as permitted by the Agreement and these Terms & Conditions, the Standards for Privacy of Individually Identifiable Health Information and the Security Standards issued by U.S. Department of Health and Human Services, the Health Insurance Portability and Accountability Act of 1996 a/k/a HIPAA, the Health Information Technology for Economic and Clinical Health Act, and other Applicable Law.

Certificate of Registration

Exhibit B



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Shira Perlmutter

United States Register of Copyrights and Director

Registration Number
TX 9-336-828

Effective Date of Registration:
November 02, 2023

Registration Decision Date:
December 05, 2023

Title

Title of Work: Counselor Time Analysis Calendar

Previous or Alternate Title: CTAC

Completion/Publication

Year of Completion: 2022
Date of 1st Publication: January 13, 2022
Nation of 1st Publication: United States

Author

- Author:** Ysleta Independent School District
Author Created: computer program
Work made for hire: Yes
Citizen of: United States
Domiciled in: United States

Copyright Claimant

Copyright Claimant: Ysleta Independent School District
9600 Sims, El Paso, TX, 79925, United States

Rights and Permissions

Organization Name: Ysleta Independent School District
Name: Filiberto Maldonado
Email: fmaldonado@yisd.net
Telephone: (915)434-1022
Alt. Telephone: (915)434-1001
Address: 9600 Sims

El Paso, TX 79925 United States

Certification

Name: Eliberto Maldonado
Date: November 02, 2023



MEMORANDUM

To: Tornillo ISD Board of Directors
From: Luis Guerra, Finance Director
Subject: Stipends for Leads: Strong Foundations Implementation Math Grant- Grades 6-12
Date: July 31, 2024

HISTORY:

Tornillo ISD was awarded the Strong Foundations Implementation Math Grant for grades 6-12 for the 2024-2025 school year. One of the stipulations of the grant is that there is a lead(s) to ensure grant compliance and effective implementation.

RATIONALE: As per the grant stipulations, 20% of the grant funds must go to a lead(s) from the district to ensure compliance and effective implementation. There will be 1 lead focused on the management and compliance of the grant 6-12. There will be one lead that will focus on implementation of the curriculum for grades 6-8 and one lead for grades 9-12.

Position	Stipend amount	Grades
Program Manager	\$6,525.00	6-12
Instructional Coach	\$6,525.00	6-8
Instructional Coach	\$13,050.00	9-12

BUDGET IMPACT:

Grant funds will cover the complete cost of the stipends.

ADMINISTRATIVE RECOMMENDATION: The Administration is recommending that the Board of Trustees approve the stipends for management, compliance and implementation of the Strong Foundations Implementation math grant for the 2024-2025 school year.

TORNILLO INDEPENDENT SCHOOL DISTRICT PROPERTY VALUE DISCUSSION

	Historical FY22		Historical FY23		Current FY24		Budget FY25
Property values used for local collections (LCPV)	\$ 81,861,801		\$ 92,663,808		\$ 97,323,713		\$ 90,591,678
M&O Tax Rate	\$ 0.9315		\$ 0.8994		\$ 0.6688		\$ 0.6969
Local Collections	\$ 1,197,354	no lag	\$ 1,249,691	No lag	\$ 1,097,000	lag	\$ 1,056,117
Property values used for state calculations (SCPV)	\$ 92,633,808		\$ 97,323,713		\$ 90,591,678		\$ 93,191,659
WADA	1,560.47		1,495.88		1,401.67		1,398.77
Wealth per WADA	\$ 59,363		\$ 65,061		\$ 64,631		\$ 66,624
State Aid FSP	\$ 9,490,297		\$ 9,214,597		\$ 8,292,123		\$ 8,160,104
Hold Harmless Adjustment	\$ -		\$ -		\$ -		\$ -
Adjusted State Aid FSP	\$ 9,490,297	0.00%	\$ 9,214,597		\$ 8,292,123		\$ 8,160,104
Total Cost of Tier I	\$ 9,637,429		\$ 9,345,185		\$ 8,710,116		\$ 8,692,239
Local Share of Tier 1	\$ (782,756)	12.90%	\$ (817,325)	8.75%	\$ (907,898)	10.42%	\$ (1,035,495)
State Share of Tier 1	\$ 8,393,830	87.10%	\$ 8,527,860	91.25%	\$ 7,802,218	89.58%	\$ 7,656,744

Prior to HB3, state aid was based upon the prior year property values. This meant that state funding value lagged the local value by a year. HB3 implemented changes to the funding formulas so that the state aid would be based upon current year values. Prior to changes implemented by HB3 state share of Tier 1 funding was reduced year over year as a result of increasing property values.



MEMORANDUM

To: TISD School Board Members
From: Angie Morales, Assistant Principal
Subject: Project Vida MOU
Date: 7/31/2024

HISTORY:

Some Tornillo ISD students have experienced mental health crises. Over the past four years, we have seen an increase in students dealing with social and emotional issues due to COVID.

RATIONALE:

Collaborate with Project Vida by referring students who have experienced a mental health crisis. School counselors will handle the referrals. The LPC (Licensed Professional Counselor) will be available to provide counseling therapy for students dealing with social and emotional issues.

BUDGET IMPACT:

It will be funded 100% by the Stronger Connections Grant.

ADMINISTRATIVE RECOMMENDATION:

We are recommending that the board approves the MOU agreement between Project Vida and Tornillo ISD to provide counseling services through face to face and telehealth services.

Projected Amount for Project Vida Services	Fiscal Year
\$75,000	24-25
\$75,000	25-26



**Memorandum of Understanding Between
Tornillo Independent School District and
Project Vida Health Center**

This MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into by and between the Project Vida Health Center, hereinafter referred to as "PVHC" and the Tornillo Independent School District hereinafter referred to as "TISD."

PURPOSE

The purpose of this MOU is to set forth the terms and conditions of agreement between TISD and PVHC Behavioral Health Services to link young people and their families to counseling services through face to face and telehealth services within the TISD campuses to eliminate barriers such as access during school hours, transportation and legal statutes. Each entity is bound by legal and regulatory requirements which are hereby acknowledged.

PVHC Shall (subject to approval by Health Resources & Services Administration, HRSA):

- Place PVHC Licensed Behavioral Health Clinicians such as a Licensed Professional Counselor (LPC), or Licensed Clinical Social Worker (LCSW), and a Navigator (also known as a Certified Application Counselor (CAC) at TISD campuses.
- Expand services to select TISD campuses.
- Co-locate one (1) school-based mental health services expansion team.
- Assure all PVHC staff will complete the district background check.
- Navigate parent/guardian involvement with the intake process by assisting the parents or guardians of potential clients with reviewing and signing consent forms and verifying insurance. PVHC does not deny services due to inability to pay. Services are billed to Medicaid or private insurance, however PVHC offers a sliding scale based on income.

The Navigator will follow the protocol below:

- TISD School Counselor Referral - The first point of contact for a potential student will be the school counselor. After a parent/guardian decision to receive information on additional mental health assistance and completion of TISD release of information, the school counselor will provide a referral to the PVHC Navigator/CAC. Services are not denied due to inability to pay, and a promissory note and sliding scale are available to accommodate for payment.
 - Navigator/CAC Assessment - The PVHC Navigator/CAC will contact the student's parent/guardian, from the office phone located on school property or PVHC issued cell phone, with a "Navigator/CAC Telephone Questionnaire". Questions will include income and insurance coverage. At the same time, the Navigator/CAC will inform the parent about documents to bring to the



registration appointment such as: ID, proof of income (last two pay stubs), SNAP, TANF, unemployment benefits, and child support if applicable; proof of address; birth certificates for minors; insurance cards.

- Registration Appointment - The Navigator/CAC will set up an initial appointment with the parent/guardian, for PVHC registration, during the assessment call.
 - Reminder Call - The Navigator/CAC will call the student's parents one to two days before the registration appointment as a friendly reminder. This will help clarify any questions parents might have before coming in or logging on to the appointment, or if there were any changes needed to be made to the scheduled appointment.
 - Initial Appointment with Navigator/CAC - During the initial appointment between the Navigator/ CAC and parent, all documents will be verified. Depending on paperwork and if the student's parents/guardians do not have insurance, the Navigator/CAC will assist the family in applying for a discount program through PVHC, Your Texas Benefits or file an application through the MarketPlace.
 - Case Management- Once the student/family is registered with PVHC, the Navigator/CAC will set an appointment for Behavioral Health services with the LPC/LCSW on school campus or teletherapy. The Navigator/CAC will then follow up with the school counselor to let them know of the appointment date. The first appointment will only be set when all documentation and consents are received from the parent/guardian.
 - First Appointment - During the first appointment, the Navigator/CAC will act as front desk personnel to receive students and collect payment from designated insurance if applicable. The Navigator/CAC will follow the procedure to inform the attendance office after obtaining the parent/guardian release of information.
 - CQI- Quarterly meetings will be scheduled with campus counseling teams and Navigator/CAC to discuss workflow, updates, and program troubleshooting. Specific cases need a release of information from the parent/guardian. A separate meeting will be scheduled for that between the clinician and the pertaining individuals.
- Provide school-based and telehealth mental health services in the campuses selected by TISD based on:
 - Demonstrable need for school-based mental health services.
 - The school's ability to secure two office spaces on campus that are appropriate for therapy and navigation services.
 - Support from school administration.
 - Follow PVHC Referral Linkage System procedures to connect families of participants to health care services and social services. Referrals will be made to a variety of agencies,



including but not limited to services provided by the PVHC clinics, at no charge to the District

- The clinician will maintain all student treatment documentation on the Project Vida Health Center's Electronic Medical Record (EMR) using their encrypted computer.
- The clinician will provide in-person sessions or teletherapy as needed while following HIPAA guidelines.
- Teletherapy will be provided in a private room for the student to meet with their therapist via Zoom when the therapist sees the client is appropriate for teletherapy.
- The therapist will follow the American Counseling Ethics Code and the Texas Behavioral Health Executive Council and Texas State Board of Examiners of Professional Counselors Rules when determining treatment plans.

TISD Shall:

- Pay \$75,000 per school year to PVHC school-based mental health program to cover ramp-up and operational costs for School Year 2024-2025 and 2025-2026 respectively.
 - PVHC will invoice TISD in two allotments of \$37,500 each per school year after PVHC is able to hire and collect the required personnel to operate at the selected campuses.
- Provide LPC/LCSW and Navigator/CAC individual private space at each campus at no cost to PVHC.
- Follow the protocol for referral:
 - The school counselors will provide initial counseling services to the student.
 - If additional outpatient mental health services are needed, the following protocol will be followed:
 - The school counselor will contact the student's parent/guardian about school or community resources for additional assistance, to include but not limited to, PVHC Behavioral Health services on campus.
 - If a parent/guardian decides to seek treatment from the PVHC school-based therapist, the school counselor will acquire a release of information so that a referral can be made to the PVHC school-based clinician. The release of information will include the student's name, DOB, grade level and the presenting problem.
 - The school counselor will fill out the PVHC referral form and submit it to the Navigator.
 - The PVHC Navigator/CAC will then contact the parent/guardian for navigation and registration.
 - Once the Navigator/CAC has completed the registration process and case management process and informed the school counselor, the school counselor will personally introduce the student to the LPC.



- Ensure collaboration and follow-up with school counselors, nurses, PVHC therapist and support staff at each campus.
 - All stakeholders will meet quarterly to ensure consistent collaboration following consent of release of information and HIPAA Guidelines.
 - The PVHC LPC/LCSW may obtain limited pertinent student information including grades, attendance and discipline from the school counselor or CIS Coordinator.
- Develop logistics to ensure LPC/LCSW are at full capacity at each campus.
- PVHC may elect to move services to a different campus with higher needs if, after a semester, it evaluates its current campus and cannot fulfill the working agreements.
- Parent/guardian of minors or students 18 years old or older, may elect to terminate PVHC LPC/LCSW services at any time.

Miscellaneous:

Sovereign Immunity: The Parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.

FERPA and HIPAA COMPLIANCE: The Parties recognize that they are bound to comply with the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act in their handling of educational records and health information of participants enrolled in their programs. It is also understood and recognized that employees and agents of each party may have access to the educational records and health information maintained by the other party in properly administering their duties and obligations under this Agreement and to the individual students. It is agreed that each party shall thoroughly orient their employees and agents (as applicable to those handling educational records or health information) with regard to their respective obligations under the Family Educational Rights and Privacy Act including the Health Insurance Portability and Accountability Act. Each party shall maintain their practices in strict accordance with the requirements of these acts. Unless required by judicial or regulatory authority, neither party shall be permitted to authorize and further disclose the educational records of the other party to persons or entities not a party to this Agreement without first having received permission of the other party, and having obtained assurances that the other party has fully complied with the provisions of the Family Educational Rights and Privacy Act and the Health Insurance Portability and Accountability Act. Any permitted disclosure to persons or



entities not a party to this Agreement shall be under the condition that no further disclosure by such party shall be permitted.

This Agreement does not create a joint venture, business partnership, agency, franchise, or employment relationship, under Texas Law. Nothing in this Agreement is intended to nor shall it operate to confer any third party beneficiary rights in favor of any person or entity.

This Agreement shall be construed and enforced in accordance with the laws of the United States of America and the State of Texas.

Term and Termination:

The initial term of this agreement will be school year 2024-2025 to school year 2025-2026, dates will be acknowledged in an amendment. The agreement will automatically renew for up to four (4) one-year terms, unless either party notifies the other of non-renewal with thirty (30) days written notice. This Agreement may be amended in writing by mutual consent of the parties. The Agreement may be terminated with or without cause by either party upon thirty (30) days written notice.

Project Vida Health Center

Tornillo Independent School District

Dr. Bill Schlesinger
Chief Executive Officer

Mrs. Rosy Vega-Barrio
Superintendent

Date: 7/18/2024

Date: _____

Tornillo Independent School District

Tornillo High School

Memorandum

To: Board of Trustees

From: Raymond Bonilla

Subject: Innovative courses

Date: July 8, 2024

Rationale:

TISD will add innovative courses to the Cybersecurity program of study offered through Western Tech starting in the 2024-2025 school year.

Budget Impact:

Zero budget impacts

Administrative Recommendation:

Tornillo High School is seeking Local board approval to add innovative courses, Internetworking Technologies I (CISCO) and Internetworking Technologies II (CISCO) for the Cybersecurity courses that Western Technical Institute will offer. This course would only be available to students enrolled in our WT Cybersecurity program.



Wellness Department

430-D Oil Mill Road

Tornillo, TX 79853

Phone 915.765.3565

Fax 915.765.3599

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Tornillo Independent School District

Tornillo High School

Memorandum

To: Board of Trustees

From: Alejandro Olvera/Principal

Subject: New Tech Network Bezos grant

Date: July 18, 2024

History:

Tornillo High School has been working with NTN to gain access to student data after graduation and support college readiness outcomes through the National Student Clearinghouse.

Rationale:

Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant for Quality Teaching and Learning through June 2025.

- Learner-Centered Practices
- Leadership Practices
- Culture Practice
- Deeper Learning Counseling Suite

Budget Impact:

Awarded up to 60,000 to be used only to supplement district contributions to the separate New Tech Deeper Learning Services Agreement between NTN and Tornillo Independent School District.

Administrative Recommendation:

Tornillo High School will commit to completing the learning activities outlined by the grant agreement for the 2024-2025 school year.



New Tech Network

PROPOSAL FOR SERVICES

The following Statement of Work (the “SOW”) is prepared June 2024 for Tornillo Independent School District, who has requested a proposal to provide instruction and guidance to support instructional capacity building for the teaching staff at Tornillo High School.

SCOPE OF WORK

This proposed Statement of Work (the “SOW”) is an agreement between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network” “NTN”), and the **TORNILLO INDEPENDENT SCHOOL DISTRICT** (“District”) and will expire upon completion of service delivery or June 30, 2025, whichever occurs first.

New Tech Network will provide instruction and guidance for **Tornillo High School** teachers to support implementing student-centered instructional strategies known as deeper learning. The scope of work is outlined in Exhibit A of this agreement and the term will span the 2024-25 academic year. Service delivery is subject to scheduling by both New Tech Network and District.

RECITALS

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

TERMS & CONDITIONS

- (a) **Ownership**: Subject to the terms and acceptance of this SOW, New Tech Network agrees to provide Individual Services to Build Deeper Learning Capacity to District as set forth in Exhibit A hereto and by entering into this SOW with the District, does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title, and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection this SOW (the “NTN Materials”). The District may only use the NTN Materials for the purpose of receiving the Services, and the District shall cease all use of, and promptly return to New Tech Network, all NTN Materials at the end of this engagement.
- (b) **Payment**: Payment will be made with funds provided by New Tech Network through an expansion grant from the Bezos Family Foundation. Upon receipt of the acceptance of this SOW and the grant award letter (“Exhibit C”) we will credit the amount against the balance due set forth in Exhibit B from this agreement up to \$60k per the acceptance agreement.
- (c) **Termination**: Either Party reserves the right to terminate this agreement by providing at least forty-five (45) days prior written notice to the other Party. This agreement may

immediately be terminated by either Party, without notice, for actions that are determined to be fraudulent, illegal, unethical, or dangerous to the intended recipients. If this Agreement is terminated for any reason, New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement). Such obligation to pay will survive termination of this Agreement. The parties further agree to refrain from making public statements otherwise announcing or publishing in a public forum statements or comments that disparage the other party.

PROPOSAL ACCEPTANCE

If this proposal meets with your approval, please sign (electronic signatures accepted), and complete the indicated spaces below and forward a copy of the proposal via email. Should you have any questions regarding the contents of this proposal, please contact Lisa Caldwell, Contracts and Compliance Manager, at lcaldwell@newtechnetwork.org or 707-253-6950 (Pacific Time Zone).

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in their respective names or by their respective officers, thereunto duly authorized, to be effective as of the day and year first written above. This Agreement may be executed in any number of counterparts. The parties agree to use electronic signatures on this Agreement.

NEW TECH NETWORK

TORNILLO INDEPENDENT SCHOOL DISTRICT

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: _____

Date: _____

Date: _____



Exhibit A Initial Scope of Work

NTN Deeper Learning Design Consulting Suite

An NTN design consultant will work closely with your leadership team to design and support a deeper learning pathway of professional learning in your school or district. Deeper Learning design consulting includes customized planning support from our experts and access to NTN deeper learning resources through ongoing 1:1 planning calls with the school leadership team and stakeholders to build a deeper learning pathway.

Your NTN consultant will spend a minimum of one onsite day to be customized to meet the needs of the school or district, may include activities such as:

- NTN School Tours. An in-person guided tour at an NTN school provides an opportunity to visit classrooms, talk with teachers, students, and school and district leaders.
- Planning Visit. An onsite visit from the NTN Director of Growth to engage stakeholders, raise awareness, and plan deeper learning services implementation.

NTN Learner Centered Instructional Practices, Onsite

This workshop equips educators with learner-centered instructional strategies, seamlessly integrating academic content with essential skills development like communication and collaboration, fostering the creation of student-centered lessons aligned with both content standards and non-academic learning outcomes.

Allows a maximum of 35 participants; additional attendees will incur fees.

NTN Culture Practices, Onsite

The New Tech Culture Practices workshop is designed to achieve the following outcomes 1) Build awareness of student experience through empathy mapping 2) Reflect on current classroom and school culture 3) Design a PDSA (cycle of inquiry) to implement a research-based culture building activity 4) Participate in feedback of activity design. This is an onsite, one-day workshop.

Allows a maximum of 35 participants; additional attendees will incur fees.

NTN Leadership Practices, Onsite

The New Tech Leadership Practices is a virtual workshop designed to support school leadership teams in understanding key leader practices critical in supporting teachers implementing NTN Deeper Learning Practices. Participants in this training experience four, two-hour virtual learning sessions with an NTN facilitator to build an understanding of how to lead the sustained implementation of an innovative strategy.

Allows a maximum of 35 participants; additional attendees will incur fees.



Exhibit B Schedule of Fees

Tornillo Independent School District

Service Phase	Fee Amount	NTN Invoice Date
NTN Deeper Learning Services SY2024-25	\$49,700	NTN will invoice District upon receipt of approved SOW
Total NTN Fees	\$49,700	

The fees set forth in the fee schedule above represent the minimum fees payable to New Tech Network over the term of this agreement. Supplemental attendees at professional development events, additional coaching, or other services in the Scope of Work whereas attendees exceeding the maximum allowed will be subject to additional fees determined by New Tech Network.

District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots for NTN events and NTN services are non-transferrable between event types or contract years.

District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel cost, personal expenses, and meals not covered by New Tech Network.

NTN Training events may be subject to minimum participation requirements and at NTN’s discretion may be rescheduled to an alternate date or moved to an equivalent offering.

Biannual or quarterly invoices are available; to request send email to accounting@newtechnetwork.org.



June 24, 2024

Tornillo Independent School District ("District")
19200 Cobb Ave.
Tornillo, TX 79853

RE: Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant for Quality Teaching and Leadership ("Grant"), through June 30, 2025.

AWARD DETAILS

Tornillo High School has been awarded a Grant for up to \$60,000 that is to be used only to supplement District contributions to the separate New Tech Deeper Learning Services Agreement (including any travel reimbursements for school staff to attend an NTN School tour) between New Tech Network and Tornillo Independent School District for Tornillo High School, referred to below. Subject to and conditional upon (a) the terms and conditions of this Agreement and the New Tech Deeper Learning Services Agreement (and full compliance therewith) and (b) the terms and conditions of (and the availability of funds under) NTN's related grant from the Bezos Family Foundation (the "Bezos Grant"), the award will be issued to cover the following services and schedule:

- Learner Centered Practices
- Leadership Practices
- Culture Practices
- Deeper Learning Consulting Suite (including 1 school tour of a New Tech Network partner campus)

DISTRICT COMMITMENTS

New Tech Network Deeper Learning Services Agreement: Tornillo High School and District commit to completing the activities outlined in the New Tech Deeper Learning Services Agreement through the expiration date, June 30, 2025.

Essential terms and conditions:

The term of this Grant Agreement will begin on August 1, 2024, and will continue through the expiration date, June 30, 2025, subject to earlier termination of this Grant Agreement, the New Tech Deeper Learning Service Agreement or the Bezos Grant. District understands and agree (i) that entering into this Grant Agreement does not give District any rights to use any New Tech Network branding; such rights, if any, will be as stated in the Deeper Learning Service Agreement, (ii) that the Grant funds provided or made available hereunder may only be used to pay NTN amounts payable to NTN under the New Tech Deeper Learning Services Agreement, (iii) that no Grant funds will be available if the New Tech Deeper Learning Service Agreement is not in place by August 1, 2024, or by date of first scheduled NTN service.



Exhibit C
Bezos Grant Award Letter

Limitation of Liability. In no event will New Tech Network's liability to the District or Tornillo High School or otherwise in connection with or related to this Agreement or the New Tech Deeper Learning Services Agreement (or otherwise with respect to any subject matter of either), whether based on an action or claim in contract or tort, including negligence, strict liability, warranty or other theory, exceed the amount paid to NTN under the New Tech Deeper Learning Services Agreement in the six months prior to the applicable cause of action arising.

No Indirect Damages. In no event will New Tech Network be liable to for any punitive, indirect, incidental, special or consequential damages (including, without limitation, any damages arising from loss of use or lost business, revenue, profits, data or goodwill) arising out of or related to this Agreement or New Tech Deeper Learning Services Agreement (or otherwise with respect to any subject matter of either), whether in an action or claim in contract, tort, strict liability or negligence, warranty or other theory, even if advised of the possibility of such damages.

ANYTHING PROVIDED BY NTN IN CONNECTION WITH THIS AGREEMENT OR THE NEW TECH DEEPER LEARNING SERVICES AGREEMENT IS PROVIDED "AS IS" WITHOUT ANY WARRANTIES OF ANY SORT, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE), ALL OF WHICH ARE HEREBY DISCLAIMED.

Termination. NTN reserves the right to terminate this Agreement and/or terminate or delay availability of all or any part of the Rural Innovation Grant if the District fails to meet one or more of its commitment under this Agreement or the New Tech Deeper Learning Services Agreement or if funding under the Bezos Grant is curtailed. In the event of non-performance by District, NTN will provide notice of termination to the District with the specifics of non-performance and give the District 10 days to correct the outlined deficiencies (but NTN may withhold availability of all or any part of the Grant at any time after the noncompliance commences).

Effect of Termination. New Tech Network owns and retains all right, title and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with this Agreement or the New Tech Deeper Learning Services Agreement (the "NTN Materials"). District may only use the NTN Materials for the purpose of performance of its obligations under the New Tech Deeper Learning Services Agreement, and upon termination or expiration of this Agreement or the New Tech Deeper Learning Service Agreement, District shall (i) cease all use of, and promptly return to New Tech Network, all NTN Materials; and all unused Grant funds (and no further Grant funds will be made available by NTN, (ii) promptly cease to use any of the NTN marks, and (iii) no longer represent that it is a recipient of the New Tech services; and (iv) New Tech Network may immediately deactivate District's account.



Exhibit C
Bezos Grant Award Letter

Miscellaneous. This Agreement, together with the New Tech Deeper Learning Services Agreement represents the entire agreement between District and NTN with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between District and NTN with respect thereto.

This Agreement may be amended or waived only by a writing executed by both parties. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by District, and any such attempted assignment or transfer shall be void and without effect. NTN may freely assign or delegate its rights and obligations hereunder in whole or in part. For the avoidance of doubt, Tornillo High School is subject to and will abide by all the limitations on and all the obligations and commitments of the District in this Agreement or in the New Tech Deeper Learning Services Agreement.

A District representative signature is required to execute this award letter and the New Tech Deeper Learning Services Agreement.

Best regards,

Edwin Derecho

Edwin Derecho, CFOO
New Tech Network

Acknowledged and Agreed:

Tornillo Independent School District

Signature: _____

Printed: _____

Title: _____

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:



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MINUTES OF REGULAR BOARD MEETING

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

Wednesday, June 19, 2024

1. (OTHER) First Order of Business

5:30PM –
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
Enrique Vega

MEMBERS ABSENT:

Daniel Dozal
Hector Lopez
Maria Saldaña

B. Pledge of Allegiance to the United States

Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America.

C. District Mission and Vision

Ofelia Bosquez, Board Secretary, read the district vision and mission.

2. (OTHER) Superintendent’s Report

5:31PM –
5:34PM

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent’s Report.

No Action Necessary.

3. District Recognitions

A. TISD June Hard Hat Award

5:34PM –
5:36PM

Mrs. Rosa Vega-Barrio, Superintendent, announced Mr. Carlos Garcia as the TISD June Hard Hat Award Winner.

No Action Necessary.

4. (OTHER) Open Forum – None

5:36PM –
5:37PM

5. Lone Star Governance

A. Student Outcome Monitoring

1. Tornillo High School – GPM 1.3 & 2.3

5:37PM –
5:38PM

Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the Tornillo High School GPM 1.3 & 2.3 updates.

No Action Necessary.

2. Consider Approval of JH TEA Comprehensive Plan

5:38PM –
5:39PM

Mrs. Myrna Lopez, PK-8 Principal, presented the Board of Trustees with the JH TEA Comprehensive Plan.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve

the JH TEA Comprehensive Plan, as presented.
Motion Passed Unanimously.

5:39PM –
5:41PM

3. Consider Approval of HB3 Goals – Tornillo Early Childhood Literacy and Math Proficiency Goals and College, Career, & Military Readiness (CCMR): Texas Education Code (TEC) SS 11.185 & 11.186

Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the HB3 Goals - Tornillo Early Childhood Literacy and Math Proficiency Goals and College, Career, & Military Readiness (CCMR): Texas Education Code (TEC) SS 11.185 & 11.186.

Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the HB3 Goals - Tornillo Early Childhood Literacy and Math Proficiency Goals and College, Career, & Military Readiness (CCMR): Texas Education Code (TEC) SS 11.185 & 11.186, as presented.

Motion Passed Unanimously.

5:41PM –
5:42PM

B. (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.

5:42PM –
5:43PM

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

7. (VISION Y) Information / Reports / Presentations

A. Financial Reports – Information Only

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

No Action Necessary.

5:43PM –
5:44PM

8. (STRUCTURE) Board Items

A. Consider Approval of Vendor to Purchase Playground Equipment with Grant Allowance Funding

Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the Vendor to Purchase Playground Equipment with Grant Allowance Funding.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Vendor, Stone Age Discussion and Possible Action Regarding Resolution in Solidarity with the Take Charge Group of Fabens

Take Charge Group of Fabens presented the Board of Trustees with the Resolution in Solidarity with the Take Charge Group of Fabens.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Resolution in Solidarity with the Take Charge Group of Fabens, as presented.

Motion Passed Unanimously.

5:44PM –
5:46PM

9. (STRUCTURE) Consent Agenda

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

1. Consider Approval to Purchase Sharon Wells Math Program

B. Consider Approval of Minutes from Previous Meetings:

5:46PM –
5:47PM

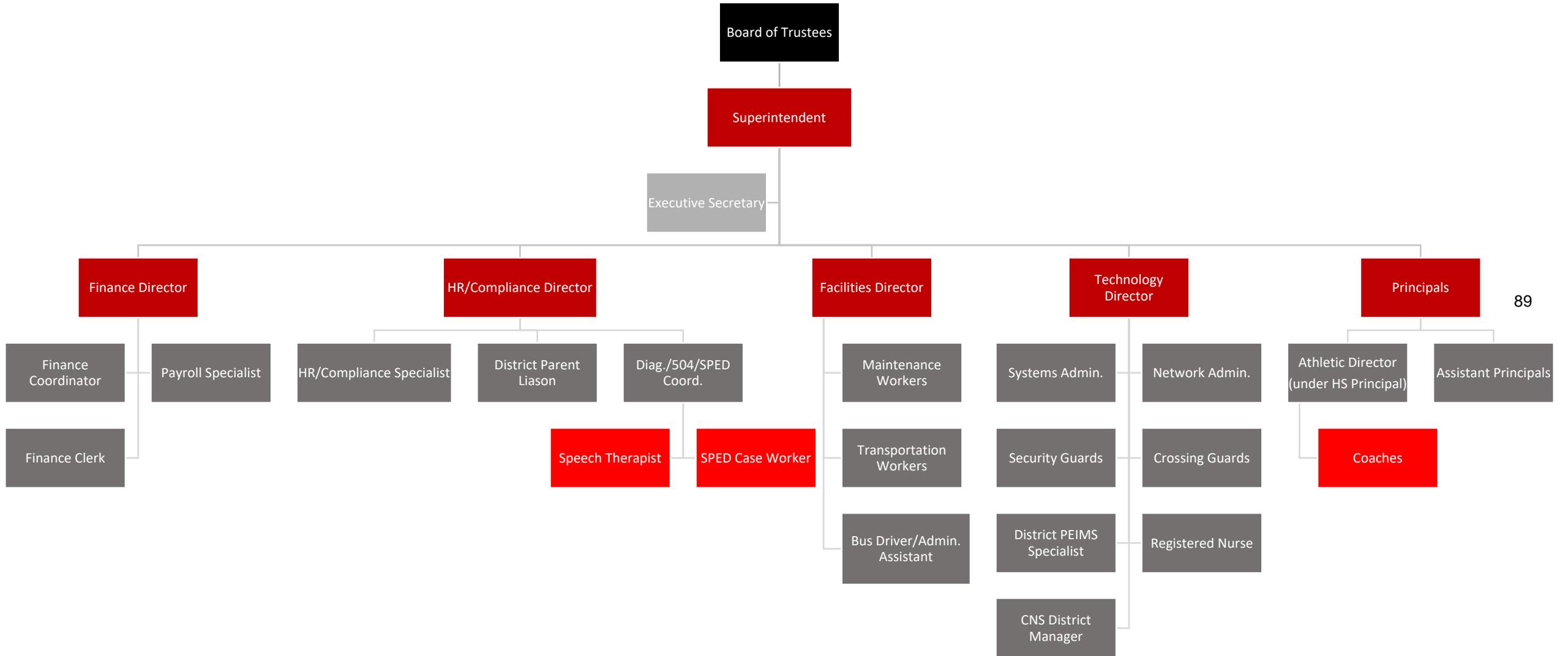
- 1. Regular Board Meeting Minutes – May 29, 2024
 - C. Consider Approval of Regular Board Meeting Dates for 2024-2025
 - D. Consider Approval for the Shared Services Agreement (SSA) with ESC Region 19 for the 2024-2025 Migrant Program
 - E. Consider Approval for the 2024-2025 T-TESS Manual
 - F. Consider Approval for the 2024-2025 Employee Handbook
 - G. Consider Approval of 2024-2025 Student Code of Conduct
 - H. Consider Approval of TASB Policy Manual Update 123 (1st Reading) affecting the following (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
- Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve ALL consent agenda items, as presented.*
Motion Passed Unanimously.

10. Next Meeting Tentative Date: July 31, 2024

There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 5:47 PM.

Marlene Bullard _____ Date
 President, Board of Trustees

Ofelia Bosquez _____ Date
 Secretary, Board of Trustees





(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.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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-

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.

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 refileing 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.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~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:~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~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.~~

INSTRUCTIONAL RESOURCES

EF
(LOCAL)

- ~~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.

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.

INSTRUCTIONAL RESOURCES
LIBRARY MATERIALS

EFB
(LOCAL)

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.

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	<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 refiling 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-

STUDENT RIGHTS AND RESPONSIBILITIES
STUDENT AND PARENT COMPLAINTS/GRIEVANCES

FNG
(LOCAL)

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.



Wellness Department

430-D Oil Mill Road

Tornillo, TX 79853

Phone 915.765.3565

Fax 915.765.3599

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



Common Threads
and
Tornillo Independent School District

This Memorandum of Understanding (MOU) between Common Threads (“CT”) and Partner (hereinafter “Partner”) (each a “Party”, together, the “Parties”) shall be effective August 1, 2024 and shall terminate July 31, 2025 unless otherwise mutually agreed upon in writing by the Parties.

I. Mission: Common Threads was created to bring health and wellness to children, families and communities through cooking and nutrition education.

Together, CT and Partner enter into this agreement to mutually implement programming which will promote nutrition, healthy eating and an overall healthy lifestyle. Together, Common Threads and Partner enter into this agreement to implement the Programs as set forth in Exhibit A.

II. Services: CT will provide those Services as set forth in Exhibit B.

III. Party Responsibilities: Each Party further acknowledges and agrees that each Service to be provided under this MOU requires each Party to fulfill their respective responsibilities attached to each Service. See Responsibilities Attachments.

IV. Payment:

This is a \$0.00 fee program and is grant funded through Common Threads, but valued at \$13,393.50.

V. Evaluation: As part of the funding requirement, a program evaluation may need to be completed. The evaluation is designed to measure changes in participants’ knowledge, attitudes, and behaviors as a result of their participation in Common Threads programming. The results and insights gained from the analyzed data will increase our evidence-based findings to inform best practices for future programming. Participating students, parents and teachers will take paper-based or digital pre and post surveys at the beginning and end of select programs. Names will be used only to match surveys. Passive consent forms will be distributed to parents/guardians prior to survey distribution and collection.

Select sites may also be asked to participate in voluntary assessments, allowing CT to understand the readiness and willingness of the school to facilitate CT programming and other wellness efforts. Data will be stored on secure servers, and will be kept for five years until July 1, 2028. Evaluation best practices will be followed to ensure confidentiality and anonymity.

Partner may be randomly selected to participate in a CT evaluation. If selected to participate in the program evaluation:

A. Partner will be responsible for:

- Returning all materials back to CT:
 - Original copies of signed Parental Consent Forms

- o Original copies of signed Student Assent Forms
 - o Program rosters
 - o Pre and Post Surveys
- B. CT will provide:
- Passive Parental Consent and Student Assent Forms for students to participate in the program evaluation.
 - Pre and Post-Surveys for students prior to the first lesson and following the last lesson.
 - Digital Program Evaluation procedures/directions
- c. Data Ownership: CT owns the hard copies of the student surveys and the digital data. Partner will have the opportunity to request published CT evaluation reports of summarized national program outcomes.

VI. Miscellaneous:

- A. Lesson Cancellation: In the event of a lesson cancellation, the following provisions will apply:
1. If the lesson is canceled by Partner with at least 48 hours notice to CT (2 business days) of the scheduled start time, the lesson can be rescheduled without penalty.
 2. If the lesson is canceled by Partner within 48 hours (2 business days) prior to the scheduled start time, but the Common Threads instructor has not yet arrived for virtual class, Partner may forfeit the ability to reschedule that lesson and no refund will be issued by Common Threads.
 3. If Common Threads cancels a lesson, Partner will be able to reschedule without penalty.
 4. In the event of cancellation due to external circumstances (e.g. inclement weather) lessons canceled more than 48 hours (2 business days) prior to the start of the scheduled start time, the lesson will be rescheduled. Lessons canceled less than 48 hours (2 business days) will not be rescheduled.
 5. If the lesson is canceled within 48 hours (2 business days) prior to the scheduled start time, but the Common Threads instructor has not yet arrived for virtual class, Partner may forfeit the ability to reschedule that lesson and no refund will be issued by Common Threads.
- B. Language Access: CT will make reasonable effort to accommodate classes in another language other than English requested by the Partner. CT may not always have a staff person available to teach a class in other languages. In the event that CT can not accommodate the program in another language other than English, the partner will be responsible for providing a translator for each class.
- C. Termination: In the event of a material breach of this MOU, Party may terminate this agreement immediately upon giving notice to the other Party's Official Contact.

- D. Insurance: Both Parties represent, warrant and covenant that they shall carry and maintain general liability insurance during the course of performance under this MOU.
- E. Proprietary Rights: All right, title and interest in and to any programs, systems, data or materials created or prepared under this MOU, including, without limitation, any copyrights, patents, trade secret, and other intellectual or industrial property rights therein, are and shall be held by CT.
- F. Invalidation of Prior Agreements: This MOU supersedes all prior contracts or agreements, either oral or written, that may exist between the Parties with reference to the Services described herein.
- G. Law and Venue: In any lawsuit or legal dispute arising from this MOU, the Parties agree that the laws of the State of Texas shall govern. Venue shall be in Travis County, Texas.
- H. Indemnification: Partner shall indemnify and hold CT harmless from any loss or liability arising from CT providing Services under this MOU .
- I. No Assignment: Partner may not assign, transfer, or convey this MOU or assign, transfer or delegate any of its rights, duties, or obligations hereunder, and any such attempted assignment by Partner shall be void.

VII. Official Contact

Each party will appoint a person to serve as the official contact and coordinate the activities of each organization in carrying out this MOU. The below representatives will serve as official contacts and coordinate the activities of each organization in carrying out this MOU.

<p>Tornillo ISD Official Contact Name: Linda Rivero Title: District Nurse Email: RiveroL@tisd.us Phone Number: 915-765-3000</p>	<p>Common Threads Official Contact Name: Victoria Aragon Title: Program Manager Email: varagon@commonthreads.org Phone Number: 915-261-2851</p>
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IN WITNESS WHEREOF, the Parties have executed this MOU to be effective on the date(s) set forth in the opening paragraph.

<p>Tornillo ISD Representative Signature: _____ Name: Rosa Vega-Barrio Title: District Superintendent Date: _____</p>	<p>Common Threads Representative Signature: _____ Name: Raquel Perez Title: Director of Programs and Partnerships Date: _____</p>
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Exhibit A: Summary of Programs

On-Site

- 1 On-Site Small Bites (8 lessons, approximately one hour each)
- 1 On-Site Cooking Skills and World Cuisine Class(es) (10 lesson(s), 2 hours each)
- 1 On-Site Family Cooking Class(es) (2 lesson(s), 2 hours each)
- 1 On-Site Caregiver Workshop(s) or Ask a Chef (# lesson(s), 60 minutes)

Program Sites

Site (Venue) Name	Address	Program Type (include duration for Caregiver Workshops)	Estimated Total Participants per training and # of classes
Tornillo PreK-8th School	300 Oil Mill Rd. Tornillo, TX 79853	Small Bites	Up to 20-25 students per lesson
		Cooking Skills and World Cuisine	Up to 18 students per lesson
		Family Cooking Class	Up to 16-20 participants (4-6 families)
		Caregiver Workshops	Up to 25 participants
		Ask A Chef	Up to 25 participants
Total Reach			To Be Determined

The Partner is not limited to this number of programs or participants, however increasing participants may increase costs. Additional classes and participants can be added following a mutual discussion between both organizations and approval by CT.

Responsibility Attachment#1: Small Bites Training (self-guided online)

A. CT will provide:

1. Access to a Program Manager who can provide assistance with:
 - a) Implementation support
 - b) Technical assistance with digital resources
2. Online access to a self-guided training website for up the number of participants listed in Exhibit A. Partner is not limited to this number of participants, however increasing participants will increase costs. Additional participants can be added following a mutual discussion between both organizations and approval by CT.
3. Online Small Bites curriculum access for training participants for 1 year via <https://teach.commonthreads.org>.

B. The Partner will provide:

1. List of classes and anticipated number of students receiving Small Bites from the participants that complete this training.
2. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
3. Responsibility for recruiting training participants on the number of participants listed in Exhibit A that have access to the internet and technology (i.e. laptop, tablet, PC).
4. Assistance to CT in obtaining feedback to assess the impact of the programming.

Responsibility Attachment #2: Small Bites

- A. Implement Small Bites at the Partner's site(s) in accordance with Exhibit A.
- B. CT will provide:
 - 1. Access to a Program Manager who can provide assistance with:
 - a) Scheduling class(es)
 - b) Implementation support
 - c) Site visit (if needed)
 - 2. The digital Small Bites curriculum for Elementary and/or Middle school students.
 - 3. Grocery Allocation to the partner for the sole purchase of groceries and/or sundries for the program based on enrollment figures provided by Partner. See *Exhibit D: Sample Grocery Allocation Agreement* for further detail.
- C. The Partner will provide:
 - 1. Educators(s)/staff to be trained and to provide the program to estimated number of participants listed in Exhibit A and will lead the snack making portion of the lessons.
 - 2. Adherence to Grocery Allocation Agreement (Exhibit C), including the tracking of expense, budget management, and timely submission of the required allocation report .
 - 3. Purchase of supplies and groceries required for all 8 Small Bites lessons. (Can be the responsibility of each campus/Small Bites implementer.)
 - 4. Facilities and materials necessary to conduct the program, including the equipment and sundry items from the inventory list provided by CT. See *Exhibit C: Equipment List and Inventory* for further detail.
 - 5. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
 - 6. Providing a campus contact(s).
 - 7. Responsible for full implementation of the 8 one- hour Small Bites lessons for each child that participates in the program as described.
 - 8. Rosters of all Small Bites students/children.
 - 9. Responsibility for recruiting a minimum of 12 students (if granted and Chef-Led) and up to numbers students indicated in Exhibit A.
 - 10. Assistance to CT in obtaining feedback to assess the impact of the programming.

11. Determining a class date(s) and time(s) collaboratively with CT that best fits the campus.

Responsibility Attachment #3: In-Person Cooking Skills and World Class

- A. Implement Cooking Skills and World Cuisine at the Partner's site(s) in accordance with Exhibit A.
- B. CT will provide:
 1. Access to a Program Manager who can provide assistance with:
 - a) Scheduling class(es)
 - b) Implementation support
 - c) Site visit (if needed)
 2. CT Chef Instructor(s) for up to to the number of participants listed in Exhibit A and will bring the groceries for the lessons
 3. Printed recipe packets
 4. CT Aprons and Chef Hats (must be returned to CT at the end of the MOU)
- C. The Partner will provide:
 1. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
 2. Kitchen space with access to potable water 1 hour before, during and 1 hour after the training.
 3. Kitchen facilities will be available as scheduled and fully stocked with the correct amount of equipment and sundry items from the inventory list provided by CT. See *Exhibit C: Equipment List and Inventory* for further detail.
 4. Representatives available and present for all lessons.
 5. Responsibility for recruiting the number of participants listed in Exhibit A
 6. Responsibility for recruiting and maintaining volunteers/caregivers, and will ensure a 5:1 student to adult ratio for the program.
 7. Assistance to CT in obtaining feedback to assess the impact of the programming.

Responsibility Attachment #4: In-Person Family Cooking Class

- A. Implement Family Cooking Class at the Partner's site(s) in accordance with Exhibit A.
- B. CT will provide:
 - 1. Access to a Program Manager who can provide assistance with:
 - a) Scheduling class(es)
 - b) Implementation support
 - c) Site visit (if needed)
 - 2. CT Chef Instructor(s) for up to the number of participants listed in Exhibit A and will bring the groceries for the lessons
 - 3. Printed recipe packets
 - 4. CT Aprons and Chef Hats (must be returned to CT at the end of the MOU)
- C. The Partner will provide:
 - 1. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
 - 2. Kitchen space with access to potable water 1 hour before, during and 1 hour after the training.
 - 3. Kitchen facilities will be available as scheduled and fully stocked with the correct amount of equipment and sundry items from the inventory list provided by CT. See *Exhibit C: Equipment List and Inventory* for further detail.
 - 4. Representatives available and present for all lessons.
 - 5. Responsibility for recruiting to the number of participants listed in Exhibit A.
 - 6. Responsibility for recruiting and maintaining volunteers/caregivers, and will ensure a 5:1 student to adult ratio for the program.
 - 7. Assistance to CT in obtaining feedback to assess the impact of the programming.

Responsibility Attachment #5: Caregiver Workshops or Ask a Chef

- A. Implement Caregiver Workshop(s) or Ask a Chef at the Partner's site(s) in accordance with Exhibit A.
- B. CT will provide:
 - 1. Access to a Program Manager who can provide assistance with:
 - a) Scheduling class(es)

- b) Implementation support
 - c) Site visit (if needed)
2. CT staff to provide the program to up to the number of participants listed in Exhibit A and will bring the groceries and sundries required for the lessons.
 3. The cooking equipment required for snack making demos and tastings
 4. 1 Cooking for Life Handbook per participant, for up to the number of participants estimated in Exhibit A (printed for on-site programs and in PDF form for virtual programs).

C. The Partner will provide:

1. Approximate attendance count and/or rosters with all Parent Workshop participants.
2. Authorization and appropriate documentation as required by districts or any other entity for CT to partner with and deliver programming.
3. Internet access, projector, and computer for facilitator to project workshop slides (on-site programs only).
4. Representatives available and present for all workshops.
5. Responsibility for recruiting the estimated number of program participants listed in Exhibit A.
6. Assistance to CT in obtaining feedback to assess the impact of the programming.

Exhibit C: Equipment List and Inventory

Small Bites Materials

Program partners are responsible for providing the following items for each group of 15 students doing Small Bites. Small Bites supplies vary based on the recipes selected by the partner.

Equipment (can be shared with multiple classes)	Number for Regular Small Bites (Preferred)
Classroom Space	1
Blender or Food Processor	1 (optional)
Dry Measuring Cups	5
Measuring Spoons	5
Mixing spatulas	5
Mixing Bowls (Set = Large, Medium, Small)	5
Sundries/Disposables (per each class)	
Aluminum Foil	As needed
Paper towels	As needed
Cups	~100
Bowls	~100
Plates	~100
Forks	As needed
Spoons	As Needed
Napkins	As needed
Dish soap (64 oz.)	1
Hand soap (64 oz.)	1
Sponges (package of 2-4)	As needed
Cleaning Wipes (for clean-up)	As Needed
Toothpicks	As needed

Cooking Skills and World Cuisine and Family Cooking Class Materials

Program partners are responsible for providing the following items based on the programs they will be receiving. Items can be shared between the programs.

Equipment Per Class	Cooking Skills and World Cuisine	Family Cooking Class
Kitchen with preparation space	1	1
Classroom Space	1	1
Oven	1	1
Stovetops or Electric Burners (<i>total of 4 burners</i>)	4	4
Blender or Food Processor	1	1
Liquid Measuring Cup	4	6
Sets of Dry Measuring Cups	4	4
Sets of Measuring Spoons	4	4
Tongs	1	1
Potato Masher	2	0
Vegetable peelers	4	4
Mixing spatulas	4	4
Wooden spoons	4	4
Can Opener	1	1
Full or Half sheet trays	4	4
Mixing Bowls (Set = Large, Medium, Small)	4	
Saucepan (4 quarts)	4	2
Sauté Pans (at least 10 inches wide)	4	2
Stock Pot (at least 8 quarts)	4	2
Sundries/Disposables		
Aluminum Foil	100 yards	200 yards
Parchment Paper	50 yards	100 yards
Paper towels	25 Rolls	35 Rolls
Cups	500	1000
Bowls	205	400

Plates	1000	2000
Forks	1000	1500
Spoons	250	400
Napkins	2000	3000
Dish soap (64 oz.)	2	3
Hand soap (64 oz.)	2	3
Sponges (package of 2-4)	2	2
Knives (<i>provided by Common Threads</i>)	8	8
Cutting Boards (<i>provided by Common Threads</i>)	12	12

Exhibit D: Sample Grocery Allocation Agreement

To be completed, if applicable, after the MOU is signed.

SAMPLE Grocery Allocation Agreement

Common Threads is committed to providing quality programming to our schools and to their students. An integral component of our programs is the inclusion of experiential learning through cooking. The hands-on snack assembly or cooking provides a real-life approach to learning that allows students to interact and participate in their health and nutrition education.

To ensure that partners are not burdened with the additional cost of grocery items, we have created the Grocery Allocation program to offer our programs at minimal to no cost to our partners.

What is the Grocery Allocation?

This allocation is the funding you will receive to pay for groceries which are a required component of the programs. The allocation is provided via (to be determined upon planning). This allocation is a one-time per school year allocation that will cover the expenses for the program being implemented in partnership with Common Threads. No additional funding will be provided to the school until the next school year.

How do I apply for the Grocery Allocation?

1. Fill out the tables, and return this form directly to your program manager.

Small Bites Allocation	Number of students participating (Small Bites)	Number of classrooms participating (Small Bites)	Total Number of Small Bites Teachers
Pre-K			
Kindergarten			
1st Grade			
2nd Grade			
3rd Grade			
4th Grade			
5th Grade			
6th Grade			
7th Grade			
8th Grade			

Cooking Class Allocation	Number of students participating (Small Bites)	Total Number of Families

2. With the information provided, Common Threads will determine the amount of the allocation that your school will receive for the programs. Please fill in the table below so we know where to mail funds for purchase:

School Mailing Address:

3. In order to receive this allocation, the Principal or Site Director at the school must agree to participate in the Small Bites Allocation program and to the following stipulations:
- a. Purchase the grocery items prior to the start of each lesson and each class. A complete grocery list for each lesson is included in the curriculum.
 - b. Track expenses for each class using the attached Grocery Allocation Report.
 - c. Upon submission of the Grocery Allocation Report, any funds not used appropriately, must be returned to Common Threads by check.
 - d. If the school spends more money than has been allotted to them by Common Threads, they will NOT be reimbursed for those additional expenses. Each school allocation is based on the number of students that are enrolled in the programs and a per student budget/class.
4. The person(s) from your school who will be responsible for purchasing groceries will need to fill out the Grocery Allocation Report. The Grocery Allocation Report must be submitted as soon as all classes have been taught for the School Year. Failure to submit reports may result in discontinuation of all Common Threads programming in the school.

Check one:

- Yes**, I would like to participate in the Grocery Allocation program. I agree to the previous statement and agree to provide Common Threads with the reporting required to monitor the use of these funds.
- No**, I do not wish to participate in the Grocery Allocation program. I will provide the groceries through our school funds and/or food service.

Name of Partner Contact: _____

Signature: _____

Date: _____

Sample Grocery Allocation Report

This report must be completed at least once per school/organization. Please return promptly to your Program Manager or classes@commonthreads.org as soon as all classes have been completed for the school year. **Attach all receipts to this document.**

School Name:			Name and Contact Information:			
Receipt Amount	Lesson #	Lesson Date	Grades/Teacher Names	# of Classrooms	# of Students	Recipe Used

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Budget Amendment - Administration
Date: July 28, 2024

Budget Amendment Request

1. Requesting a budget amendment to allocate from function 35- Child Nutrition under allocation of revenues and expenditures.

Increase

101.00.5922.00.903.00.0.00	45,000
101.35.6341.00.903.99.0.00	45,000

2. Requesting a budget amendment to allocate from function 36-Extracurricular activities to function 23-School Leadership to cover negative balances.

Decrease

181.36.6118.00.001.91.0.00	10,000
181.36.6121.00.041.91.0.00	12,696
181.36.6399.00.999.99.0.RS	10,000

Increase

199.23.6119.00.041.11.0.00	32,696
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Board President: _____ Date: _____

Board Secretary: _____ Date: _____

EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

THIS EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT (“Agreement”), effective as of the date of last signature below, is between The University of Texas at El Paso, (“University”), a Texas State Agency, Texas Public Institution of Higher Education and component institution of The University of Texas System, (“System”), and Tornillo Independent School District (“Facility”).

Recitals

- A. Facility operates facilities located at 19200 Cobb Ave. in the City of Tornillo , State of Texas, and therein provides educational services.
- B. University provides academic courses and periodically desires to provide students in its educational programs with educational experience by utilizing appropriate facilities and personnel of third parties (“Program”).
- C. Facility desires to cooperate with University to establish and implement from time to time one or more Programs involving the students and personnel of University and the facilities and personnel of Facility.

Agreement

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

1. **PROGRAM AGREEMENT.** To become effective, all agreements with respect to a specific Program (“Program Agreement”) shall be reduced to writing, executed by authorized representatives of Facility and University.
2. **CONFLICT.** In the event of conflict between the text of a Program Agreement and the text of this Agreement, this Agreement shall govern.
3. **AMENDMENT OF PROGRAM AGREEMENT.** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
4. **RESPONSIBILITY OF FACILITY.** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:
 - a. comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations; comply with all applicable requirements of any accreditation authority; and certify such compliance upon request by University;

- b. permit the authority responsible for accreditation of University's curriculum to inspect the facilities, services, and other items provided by Facility for purposes of the educational experience; and
- c. appoint a person to serve for Facility as liaison ("Facility Liaison") by the following procedure:
 - (1) Facility shall submit to University the name and professional and academic credentials of the person proposed as Facility Liaison in writing at least thirty (30) calendar days prior to the date the appointment is to become effective.
 - (2) University shall notify Facility of University's approval or disapproval of such person within ten (10) calendar days after receipt of such notice.
 - (3) No person shall act as Facility Liaison without the prior written approval of University.
 - (4) In the event the Facility Liaison approved by University later becomes unacceptable and University so notifies Facility in writing, Facility will appoint another person in accordance with the procedure outlined in this paragraph.

5. RESPONSIBILITIES OF UNIVERSITY. University will:

- a. furnish Facility with the names of the students assigned by University to participate in the Program;
- b. assign only those students who have satisfactorily completed those portions of University curriculum that are prerequisite to Program participation; and
- c. designate a member of the University faculty ("University Liaison") to coordinate the educational experience of students participating in the Program with the Facility Liaison. University shall give Facility written notice of the name of the University Liaison.

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

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

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

- 9. **ASSIGNMENT.** Neither this Agreement nor a Program Agreement may be assigned by either party without prior written approval of the other party.
- 10. **PERFORMANCE.** A delay in or failure of performance of either party that is caused by occurrences beyond the control of either party shall not constitute default hereunder, or give rise to any claim for damages.
- 11. **TERM AND EFFECTIVE DATE.** This Agreement shall continue in effect for an initial period ending one (1) year after the Effective Date (“Term”). After such initial Term, this Agreement shall continue from year to year unless one party shall give the other one hundred eighty (180) calendar days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such one hundred eighty (180) calendar days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last.
- 12. **APPLICABLE LAW.** The validity, interpretation, performance, and enforcement of this Agreement and any Program Agreement shall be governed by the laws of the State of Texas.
- 13. **FERPA.** For purposes of this Agreement, pursuant to the Family Educational Rights and Privacy Act of 1974 (FERPA), the University hereby designates the Facility as a school official with a legitimate educational interest in the education records of the Students who participate in the Program to the extent that access to the records is required by the Facility to carry out the Program. Facility agrees to maintain the confidentiality of the education records in accordance with the provisions of FERPA.
- 14. **SIGNATURES.** This Agreement and any Program Agreement arising herefrom may be signed in counterparts, which together shall constitute one agreement. Facsimile, electronic and PDF signatures shall be deemed originals.

IN WITNESS WHEREOF, the authorized representatives of each party have executed this Agreement which shall be effective commencing on the date of the last authorized signature below.

UNIVERSITY:

FACILITY:

By:

By:

John Wiebe, Ph.D.
Provost and Vice President for Academic Affairs

Rosy Vega-Barrio
Superintendent

Date: _____

Date: _____