



Agenda for Board of Trustees Meeting Tornillo Independent School District

Meeting Date: Wednesday, November 20, 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. **Board Elections**
 - A. Discussion and Action to Complete and Issue Certificate of Election to newly elected trustees, accept Statement of Officer and Administer Oath of Office to newly-elected trustees
Ms. Rachel Aguilar, Executive Secretary
 - B. Discussion and Possible Action to Elect New Board Officers (TEC 11.061C)
Ms. Marlene Bullard, Board President
3. **(OTHER) Superintendent's Report**
Mrs. Rosa Vega-Barrio, Superintendent
4. **(OTHER) District Recognitions**
 - A. 2024 Retirees
Ms. Lizeth Carroll, HR / Compliance Director
 - B. Lone Star State School Counselor Association Awards
Mrs. Maria Morales, PK-8 Assistant Principal
 - C. Trustee Recognition - Daniel Dozal
Ms. Marlene Bullard, Board President
 - D. THS Intersession Tutors
Mr. Alejandro Olvera, THS Principal
5. **(OTHER) Open Forum**
Ms. Marlene Bullard, Board President
6. **Lone Star Governance** 1
 - A. **Student Outcome Monitoring:**

1.	Bilingual Program Update	7
	Ms. Lizeth Carroll, HR / Compliance Director	
2.	1st 9 Weeks Counseling Department Updates	23
	Mrs. Alicia Alvarado, PK-8 Counselor	
3.	TSIA2 and Credit Recovery Update	30
	Mr. Alejandro Olvera, THS Principal	
4.	Spanish AP 5 Year Overview	34
	Mr. Alejandro Olvera, THS Principal	
B.	(Accountability 1) Review Board's Time Use Tracker	37
	Ms. Marlene Bullard, Board President	
7.	(ADVOCACY) Community Engagement on Student Outcome Goals	
	Ms. Marlene Bullard, Board President	
8.	(VISION Y) Information / Reports / Presentations	
A.	Financial Reports-Information Only	38
	Mr. Luis M. Guerra, Director of Finance	
B.	2024-2025 Annual Immunization Report	63
	Ms. Linda Rivero, District Nurse	
C.	Covered Applications and Prohibited Technology Policy	69
	Mr. Carlos Garcia, Technology Director	
D.	2024-2025 Application for Bilingual Exception / ESL Waivers	94
	Ms. Lizeth Carroll, HR / Compliance Director	
E.	Public Hearing of FIRST Ratings	98
	Mr. Luis M. Guerra, Director of Finance	
9.	(VISION Y) Board Items	
A.	Purchases > \$25,000 threshold - Authorization	
1.	Consider Approval to Purchase Dell Laptops for Students	127
	Mr. Carlos Garcia, Technology Director	
2.	Consider Approval of Smart TVs for PK-8	134
	Mrs. Myrna Lopez, PK-8 Principal	
B.	Consider Approval of Site Marketing Agreement between Tornillo ISD and Diamond	137
	Mr. Carlos Garcia, Technology Director	
C.	Consider Approval of Effective Advising Framework (EAF) Grant	212
	Mr. Raymond Bonilla, CTE Coordinator	
D.	Consider Approval of 2024-2025 \$1000 One Time Lump Sum Payment	225
	Mr. Luis M. Guerra, Director of Finance	
E.	Consider Approval of MS Class Grant Application	226
	Ms. Lizeth Carroll, HR / Compliance Director	
F.	Discussion and Possible Action Regarding Applicants to Fill Place 7 Vacancy including Appointment of New Board Member to Serve Until Next Board Election	
	Ms. Marlene Bullard, Board President	
10.	(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 - October 30, 2024	248
B.	Consider Approval of Contracts for Providers of Special Education Related Services	254
	Ms. Georgina Miramontes, District Diagnostician/SPED/504 Coordinator	
C.	Consider Approval of Donations	287
	Mr. Luis M. Guerra, Director of Finance	
D.	Consider Approval of Interlocal Agreement between Tornillo ISD and City of El Paso Immunization	288
	Mr. Carlos Garcia, Technology Director	
E.	Consider Approval of 2025-2026 West Texas Food Service Cooperative Interlocal Agreement	303
	Ms. Norma Aguirre, District CNS Manager	
11.	(OTHER) Executive Session. The Board will enter into a closed session to discuss the following items under Sections 551.076 and 551.089, Texas Government Code. The Board will reconvene into open session to take any necessary action.	
A.	Discussion Regarding 2024-2025 District Safety Vulnerability Assessment	

Mr. Carlos Garcia, Technology Director
12. **Next Meeting Tentative Date:** January 22, 2025

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools



INSTRUCTIONAL LEADERS FOR TORNILLO HIGH SCHOOL

INSTRUCTIONAL TEAM

MS. TELLES

MR. TORRES

MS. CARRILLO

MS. GONZALES

DR. CONTRERAS

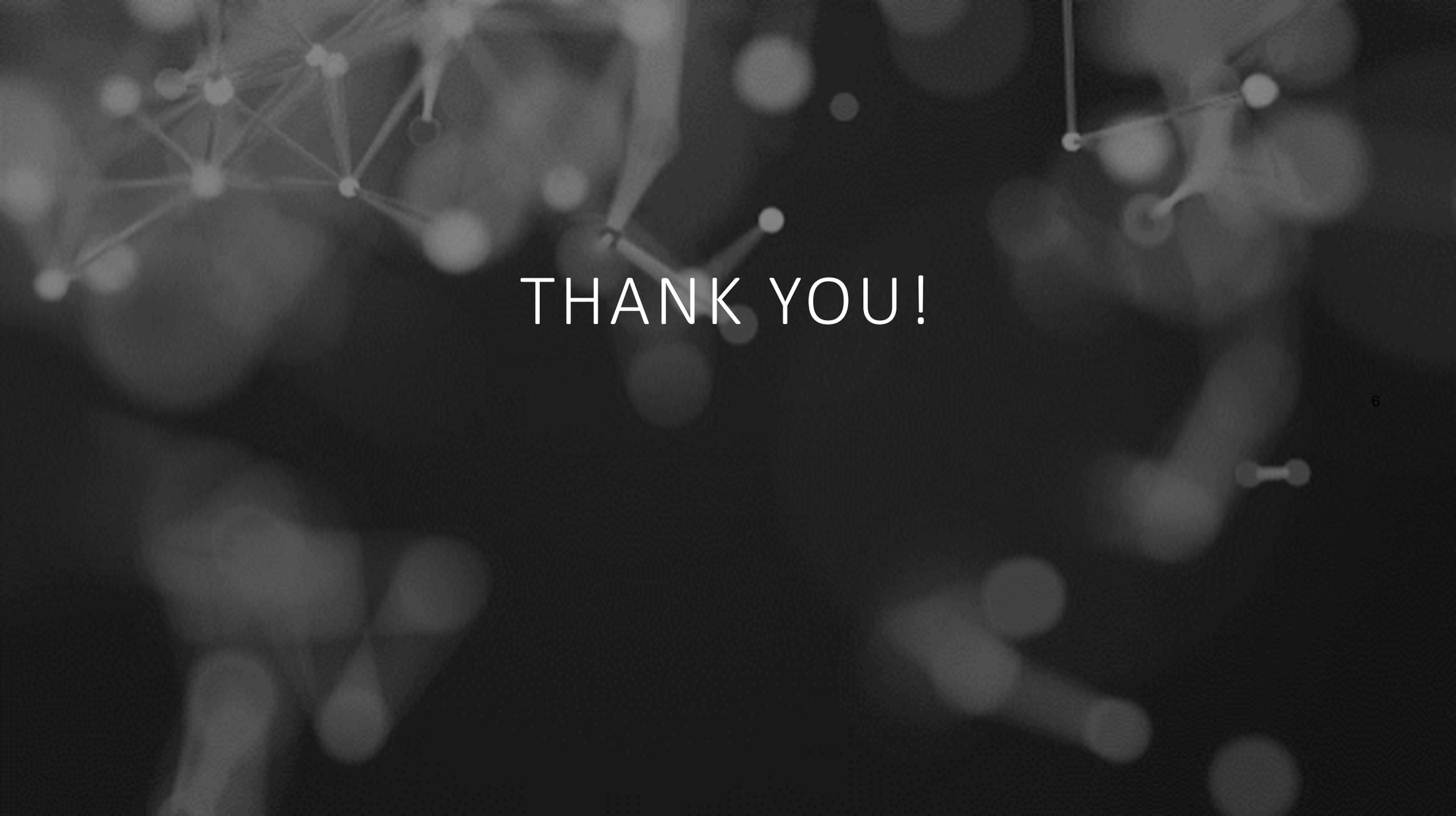
MS. ESPINOZA

MS. HERRERA-SOTO

MR. REYES-HERRERA

MR. REALYVASQUEZ





THANK YOU!



2024 Tornillo ISD

Bilingual/ESL programs

Dual Language Immersion (DLI) One-Way English as a Second Language (ESL)

DLI-PreK through 5th grade
ESL-6th through 12th

Teachers are certified bilingual

PreK-1

1st-1 (Pending 1)

2nd-2

3rd-2

4th-2

5th-2 (Pending 2)

Provide multiple meaningful opportunities
for practice both languages

Teachers Certified ESL

6th- Pending

7th and 8th- 1

HS- 1 certified, 1 pending

The opportunity to obtain 1 out of 2 High
School credits of Languages Other than
English (LOTE)

	Bilingual	ESL	Parental Denial	Total	Total Stds in grade Level	% Bil/ESL
PreK	23		0	23	25	92%
Kinder	36		4	40	51	78%
1st	29		3	32	51	63%
2nd	30		9	39	43	91%
3rd	36		4	40	58	69%
4th	40		7	47	58	81%
5th	27		10	37	50	74%
6th		19	7	26	42	62%
7th		23	11	34	49	69%
8th		26	17	43	56	77%
9th		18	18	36	61	59%
10th		16	10	26	61	43%
11th		22	9	31	66	47%
12th		20	9	29	54	54%
Total	221	144	118	483	726	67%

Bilingual Population Distribution

		2024							
Grade Level	Tested	Beginning		Intermediate		Advanced		AdvancedHigh	
All		13%		39%		35%		12%	
All	478	61		188		167		59	
K	34	71%	24	26%	9	3%	1		
1	38	28%	11	53%	20	18%	77		
2	36	6%	2	47%	17	31%	11	17%	6
3	47	11%	5	53%	25	32%	15	4%	2
4	38	5%	2	47%	18	45%	17	3%	1
5	31	13%	4	29%	9	35%	11	23%	7
6	44	2%	1	30%	13	50%	22	18%	8
7	47	6%	3	34%	16	47%	22	13%	6
8	31	3%	1	29%	9	45%	14	23%	7
9	44	5%	2	27%	12	32%	14	32%	14
10	31	0%	0	35%	11	45%	14	19%	6
11	22	9%	3	45%	15	39%	13	3%	1
12	24	13%	3	58%	14	25%	6	4%	1

2024 TELPAS

		2023							
Grade Level	Tested	Beginning		Intermediate		Advanced		AdvancedHigh	
All	496	12%		40%		36%		10%	
K	40	65%		33%		3%			
1	39	28%		54%		18%			
2	47	4%		62%		32%			
3	39	3%		49%		36%		13%	
4	35	17%		29%		31%		20%	
5	44	5%		7%		57%		32%	
6	47	6%		43%		45%		6%	
7	37	3%		24%		49%		24%	
8	48	4%		31%		48%		13%	
9	39	12%		45%		42%		8%	
10	36	11%		6%		62%		25%	
11	28	4%		50%		39%		4%	
12	17	6%		35%		41%		6%	

TELPAS 2024 - TELPAS 2023 Comparison

Tornillo Intermediate (PK-5)

Student performance lower than previous year TELPAS = 17 students

Grade 1 = 0 students

Grade 2 = 1 student

Grade 3 = 6 students

Grade 4 = 8 students

Grade 5 = 2 students

Student performance higher than previous year TELPAS = 60 students

Grade 1 = 15 students

Grade 2 = 20 students

Grade 3 = 7 students

Grade 4 = 4 students

Grade 5 = 6 students

Tornillo JH (Grades 6-8)

Student performance lower than previous year TELPAS = 26 students

Grade 6 = 22 students

Grade 7 = 3 students

Grade 8 = 7 students

Student performance higher than previous year TELPAS = 22 students

Grade 6 = 4 students

Grade 7 = 11 students

Grade 8 = 7 students

THS (Grades 9-12)

Student performance lower than previous year TELPAS = 19 students

Grade 9 = 5 students

Grade 10 = 3 students

Grade 11 = 2 students

Grade 12 = 9 students

Student performance higher than previous year TELPAS = 32 students

Grade 9 = 15 students

Grade 10 = 6 students

Grade 11 = 9 students

Grade 12 = 2 students

TELPAS
2024
VS.
TELPAS
2023

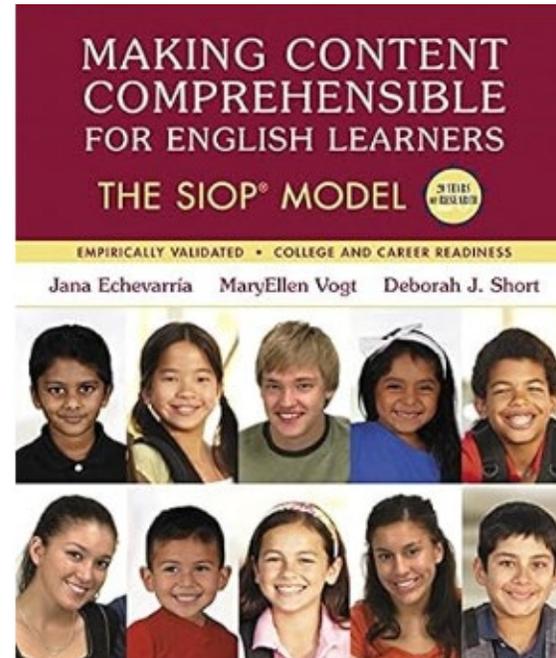
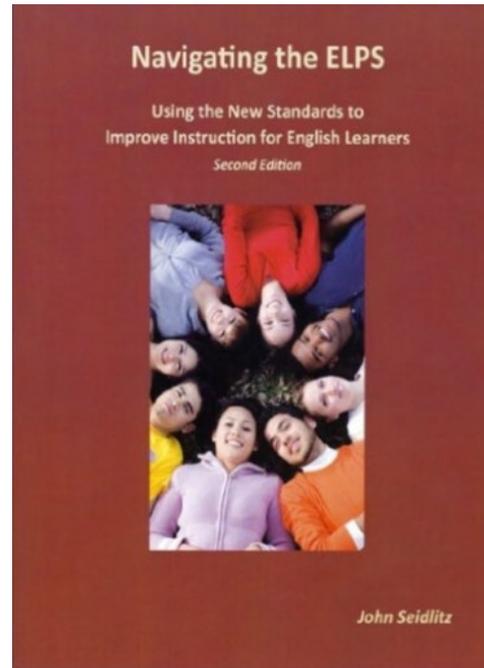
Grade	Number
2 nd	5
3 rd	2
5 th	5
6 th	8
7 th	6
8 th	7
9 th	12
10 th	2
Total	47

2024 Number of Students Reclassified

Trainings

Navigating the ELPS - Using the Standards to Improve Instruction for English Learners (1 Full Day)

Making Content Comprehensible for English Learners - The SIOP Model (Monthly PLCs)



Extra Supports

PreK-8: K12
Summit

HS: 2 periods
of Riveting

14

School	Total # Minutes	Enrolled Students
K-5	51,993	251
6-8	7,170	24



2024 Results Driven Accountability

District Report

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

Bilingual Education/English as a Second Language/Emergent Bilingual (BE/ESL/EB)

Domain I - Academic Achievement (Indicators 1-9)

Domain II - Post-Secondary Readiness (Indicators 10-11)

Domain III - Disproportionate Analysis (Indicator 12)

Other Special Populations (OSP)

Domain I - Academic Achievement (Indicators 1-3)

Domain II - Post-Secondary Readiness (Indicators 4-5)

Domain III - Disproportionate Analysis (Indicator 6)

Special Education (SPED)

Domain I - Academic Achievement (Indicators 1-5)

Domain II - Post-Secondary Readiness (Indicators 6-7)

Domain III - Disproportionate Analysis (Indicators 8-18)

Summary

Performance Level Summary

Federally Required Elements

Determination Levels

2024 Results Driven Accountability

BE/ESL/EB Domain I

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

1. BE STAAR 3-8 Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level
(i) Mathematics	2024	70.0 - 100	59.7	40	67	2
(ii) Reading Lang. Arts	2024	70.0 - 100	52.2	35	67	2
(iii) Science	2024	65.0 - 100	*	*	*	No Data
(iv) Social Studies	2024	65.0 - 100	*	*	*	No Data

2. ESL STAAR 3-8 Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level
(i) Mathematics	2024	70.0 - 100	*	*	*	No Data
(ii) Reading Lang. Arts	2024	70.0 - 100	*	*	*	No Data
(iii) Science	2024	65.0 - 100	*	*	*	No Data
(iv) Social Studies	2024	65.0 - 100	*	*	*	No Data

3. ALP STAAR 3-8 Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level
(i) Mathematics	2024	70.0 - 100	60.4	55	91	1
(ii) Reading Lang. Arts	2024	70.0 - 100	61.5	56	91	1
(iii) Science	2024	65.0 - 100	45.2	19	42	2
(iv) Social Studies	2024	65.0 - 100	41.2	7	17	NA

4. EB (Not Served in BE/ESL) STAAR 3-8 Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level
(i) Mathematics	2024	70.0 - 100	52.1	37	71	2
(ii) Reading Lang. Arts	2024	70.0 - 100	59.2	42	71	2
(iii) Science	2024	65.0 - 100	27.8	5	18	NA
(iv) Social Studies	2024	65.0 - 100	35.7	5	14	NA

2024 Results Driven Accountability

BE/ESL/EB Domain I

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

5. EB Dyslexia STAAR 3-8 Reading Language Arts Passing Rate

		State Rate	Rate	Passed	Tested	Performance Level
<i>Reading Lang. Arts</i>	2024	41.0	20.0	*	*	Report Only

6. EB Years-After Reclassification (YsAR) STAAR 3-8 Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level
<i>(i) Mathematics</i>	2024	70.0 - 100	*	*	*	0
	2023			*	*	
	2022			26	31	
<i>(ii) Reading Lang. Arts</i>	2024	70.0 - 100	*	*	*	0
	2023			*	*	
	2022			*	*	
<i>(iii) Science</i>	2024	65.0 - 100	85.7	*	*	0
	2023			9	13	
	2022			12	21	
<i>(iv) Social Studies</i>	2024	65.0 - 100	*	*	*	0
	2023			5	11	
	2022			12	19	

7. EB STAAR EOC Passing Rate

		PL 0 Cut Points	Rate	Passed	Tested	Performance Level	
<i>(i) Algebra I</i>	2024	65.0 - 100	96.8	*	*	0	
	2023			46	90		
	2022			32	71		
<i>(ii) Biology</i>	2024	75.0 - 100	89.4	42	47	0	
	2023			32	48		
	2022			38	66		
<i>(iii) U.S. History</i>	2024	70.0 - 100	97.4	*	*	0	
	2023			28	33		
	2022			21	31		
<i>(iv) English I and II</i>	2024	60.0 - 100	59.1	65	110	0 RI	
	2023			45.0	59		131
	2022				34		133

2024 Results Driven Accountability

BE/ESL/EB Domain I

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

8. TELPAS Reading Beginning Proficiency Level Rate

	PL 0 Cut Points	Rate	Beginning	Tested	Performance Level
2024	0 - 7.5	8.0	28	348	0 RI
2023		9.5	33	347	
2022			44	327	

9. TELPAS Composite Rating Level for Students in U.S. Schools Multiple Years

	State Rate	Rate	BEG./INT.	Tested	Performance Level
2024	27.5	30.3	80	264	Report Only

2024 Results Driven Accountability

BE/ESL/EB Domain II

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

10. EB Graduation Rate					
	PL 0 Cut Points	Rate	Graduates	Class	Performance Level
2024	80.0 - 100	95.2	*	*	0
2023			26	31	
2022			25	31	

11. EB Annual Dropout Rate (Grades 7-12)					
	PL 0 Cut Points	Rate	Dropouts	Attend	Performance Level
2024	0 - 1.8	1.8	*	*	0
2023			7	226	
2022			*	*	

2024 Results Driven Accountability

BE/ESL/EB Domain III

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

12. EB Dyslexia Representation (Ages 6-21)							
		State Rate	District Rate (DIFF)	Rate	Dyslexia	Enrolled	Performance Level
	2024	-1.8	0.0				Report Only
<i>EB Students</i>				*	*	*	
<i>All Students</i>				*	*	*	

2024 Results Driven Accountability

Summary

County-District Number: 071908

Region: 19

District Name: TORNILLO ISD

Performance Level Summary by Each Program Area

2024 Performance Level Counts									
	0, 0 SA, 0RI	1, 1 SA	2, 2 SA	3, 3 SA	4, 4 SA	NA, NA SA	No Data	Report Only	SD, SD RP
<i>BE/ESL/EB</i>	11	2	5			3	6	3	
<i>OSP</i>	3					7		2	
<i>SPED</i>	11	1	1	1		4	4	10	

Federally Required Elements

For information about the four indicators below, visit [LEA Determinations](#) or contact the Office of Special Populations and Monitoring (OSPM) at (512)463-9414.

For assistance with data collection and reporting requirements for these indicators, contact your [regional education service center special education contact](#).

Indicator	Performance Level
<i>State Performance Plan (SPP) Compliance Indicators</i>	0
<i>Valid, Reliable, and Timely Data</i>	0
<i>Status of Uncorrected Noncompliance</i>	0
<i>Financial Audits</i>	0

Determination Levels

For information about LEA Determinations visit [Local Education Agency Public Reporting; Reports and Determinations](#) or contact the Office of Special Populations and Monitoring (OSPM) at (512)463-9414.

	Determination Level
<i>BE/ESL/EB</i>	Meets Requirements (DL 1)
<i>OSP</i>	Meets Requirements (DL 1)
<i>SPED</i>	Meets Requirements (DL 1)



I'M BILINGUAL
What's your Super Power?

BilingualKidspot.com



GRACIAS!

22

THANK YOU!

TORNILLO ISD

School Counseling Program

1st 9 weeks 2024-2025

Counselors/Enrollment:

PK-8th-Maria Hernandez-487

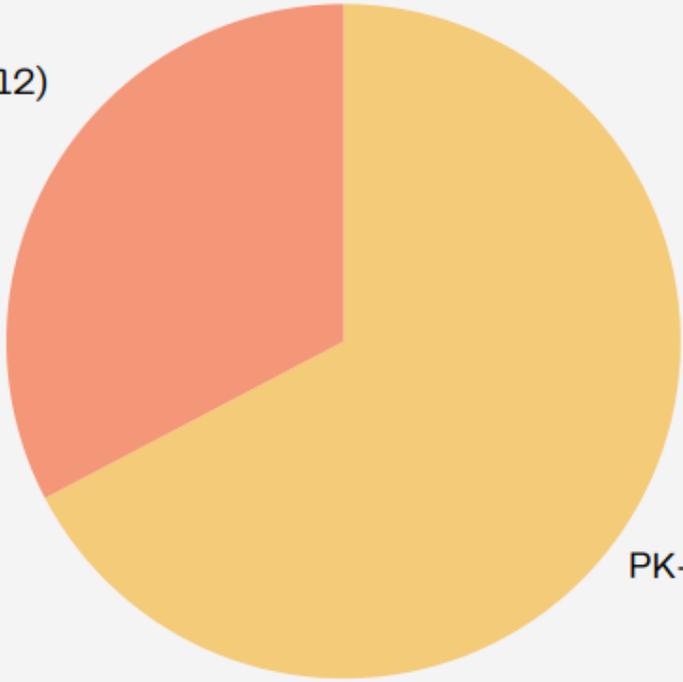
Pk-8th-Alicia Alvarado-487

Pk-12th-Veronica Tovar-92

THS-Claudia Beanes-239



THS (9-12)
85



PK-8th (PK-8)
175

360

Classroom Lessons

Data Includes

SEL, Mental Health, Mandated School Counseling
Classroom Lessons

492

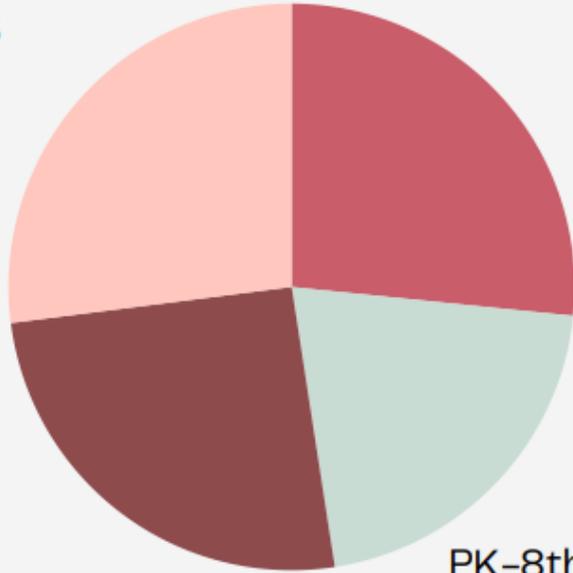
Individual Counseling

Data Includes

Focus on: Emotional , Academic,
College/Career Advising Individual
Counseling

THS (9th-12th)
133

PK-8th (PK-3rd)
131



PK-12th (7th-12th)
125

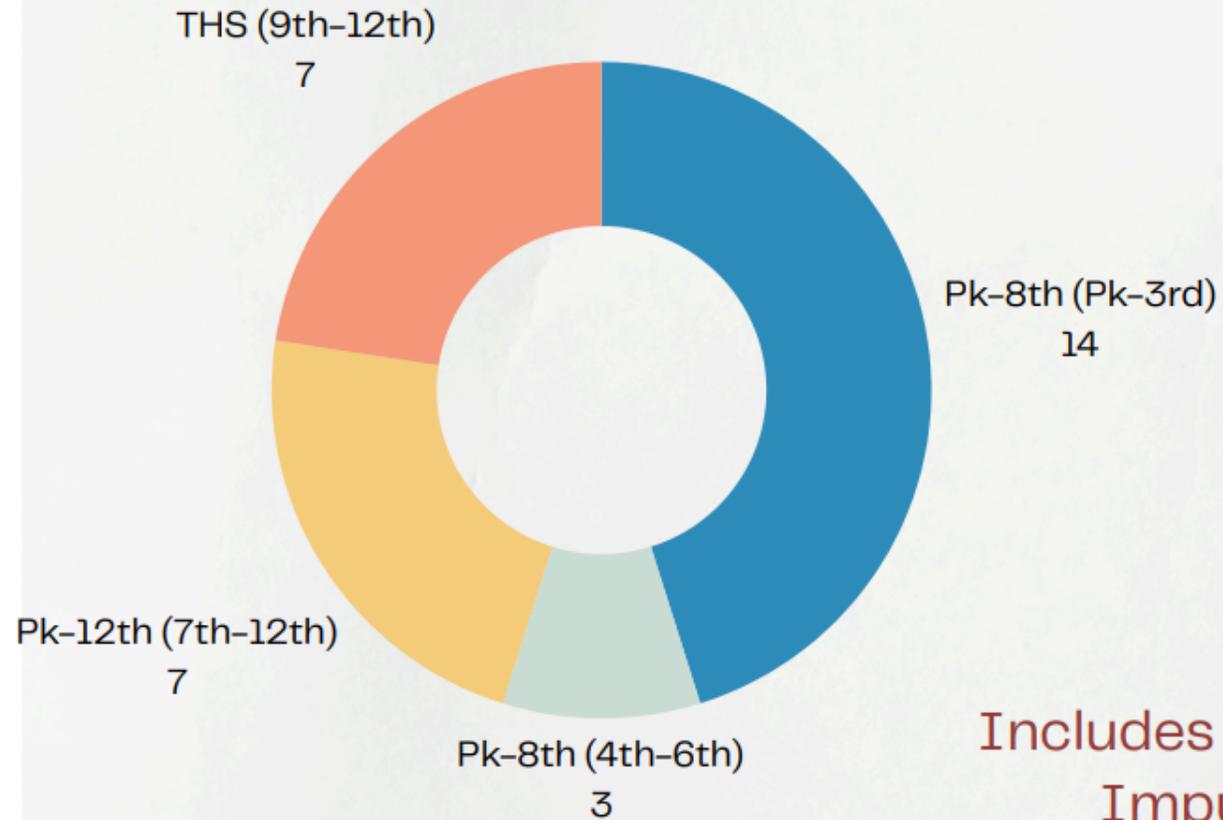
PK-8th (4th-6th)
103

31

Small Group Counseling

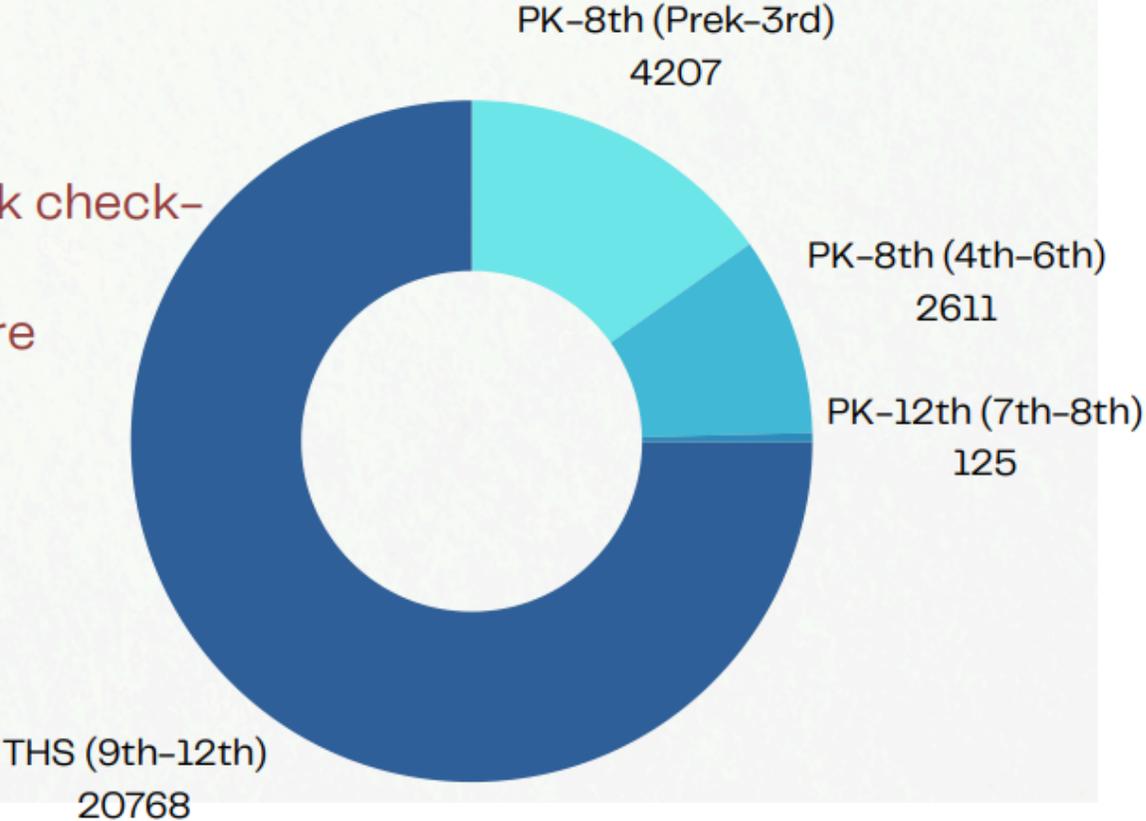
Data Includes

Includes – Grief , Conflict and Resolution,
Impulsive Control, Attendance,



Rhithm and School Pulse Student Check-ins

SEL Check in consist of students doing a quick check-in using either Rhithm or School Pulse and the counselors follow up with the students that are seeking immediate help.



Other Data Collected includes district wide

Staff Development for Teachers: PK-8th= 7 HS = 6
Staff Development for Parents: PK-8th= 2 HS = 2
Total Agency Contacts: PK-8th= 5 HS = 0
Parent Conferences: PK-8th= 17 HS = 28

Meetings:

504s: PK-8th= 8 HS = 0
ARDs: PK-8th= 0 HS = 3
RTIs: PK-8th= 34 HS = 4

Suicide Outcries- PK-8th= 4 HS = 4
CPS Reports - PK-8th=4 HS = 0

ANY Questions?





Tornillo High School Updates

CR 2024-2025

2024-2025 Credit Recovery				
	12 th Grade	11 th Grade	10 th Grade	9 th Grade
# students enrolled	28	12	6	0
Active courses	28	12	6	0
Completed courses	132	46	1	0
# of At-Risk students	9	2	4	0
# of students re-taking course in person	15	1	0	0

31

2

TSIA2

Cohort	Total Students	Math Tested	Math Passed	% Math Passed	ELAR Tested	ELAR Passed	% ELAR Passed
2025	70	30	13	19%	47	10	14%
2026	57	30	9	16%	30	9	16%
2027	65	24	4	6%	24	17	26%
2028	46	41	0	0%	41	4	9%
Totals	238	125	26	11%	142	40	17%

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thank you





AP Spanish Data

Language & Culture

Year	# of students	Mean Score	Achieved 3 or higher
2020	40	3.63	92.5%
2021	46	2.89	67.4%
2022	26	3.46	88.5%
2023	36	3.03	72.2%
2024	27	2.78	59.3%



Thank you

TIME USE TRACKER

Date: 10/30/2024

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	13	← 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 →	36
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	37
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	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 →	8
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	142
Other		Any time spent on an activity that does not meet the conditions listed above →	1
TOTALS	15		47

Use For Student Outcome Minutes Percentage Calculation:

15

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62

× 100 =

24

% Student Outcome Minutes



FINANCIAL REPORTS

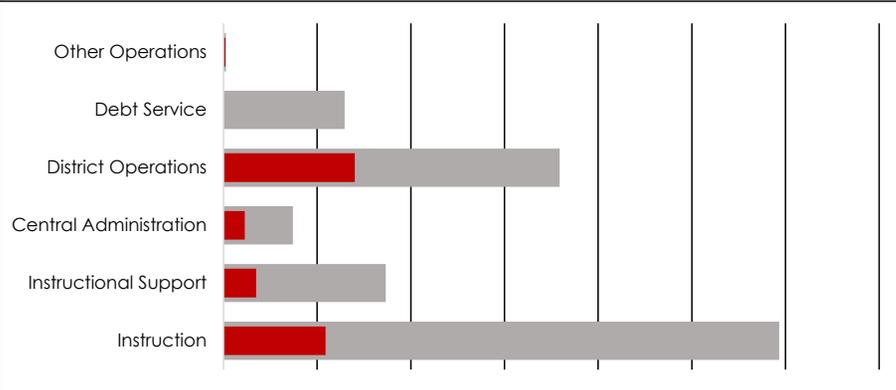
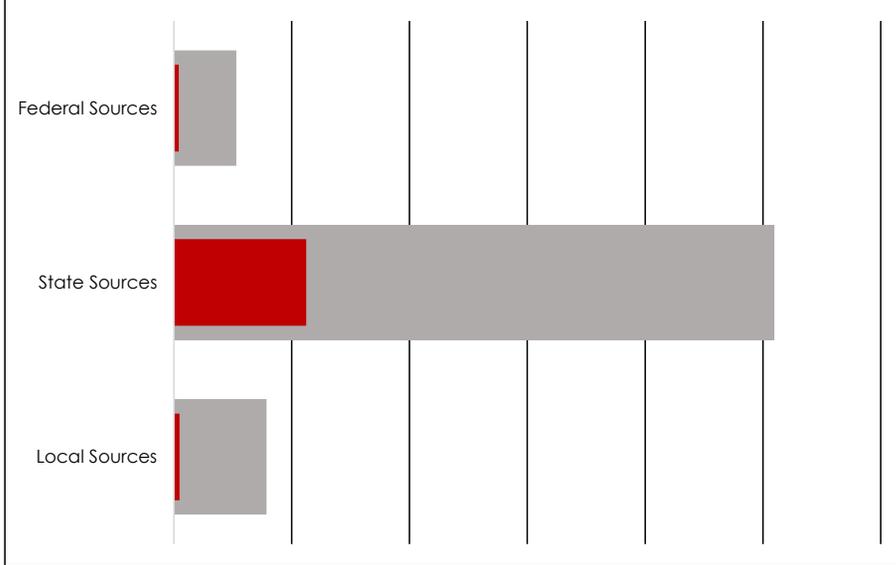
FOR THE MONTH ENDING OCTOBER, 2024

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\$25K and Above Payments	13
Check Register	14

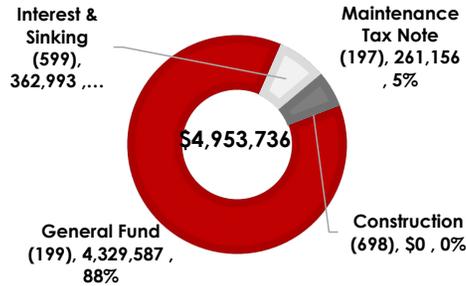
**TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of October 31, 2024**

Board Adopted Revenue and Expenditures

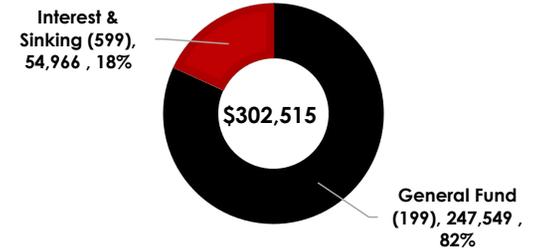


Banking and Investment Pools

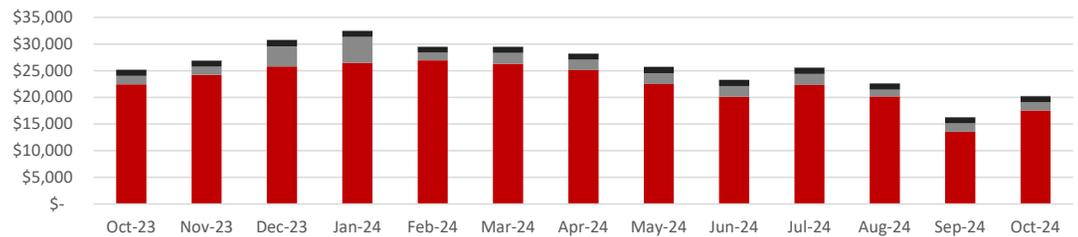
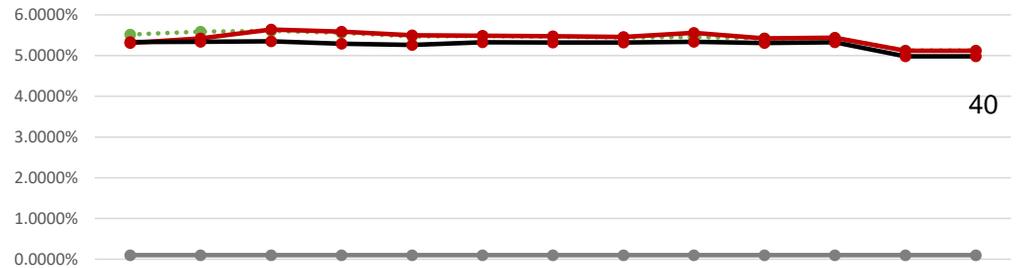
LONE STAR INVESTMENTS



WESTSTAR BANK

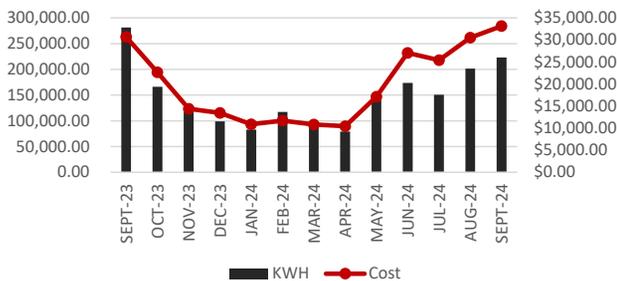


Investment Rate and Interest Revenue Trends

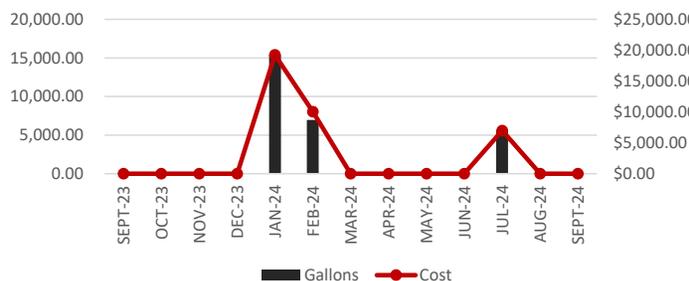


Utilities

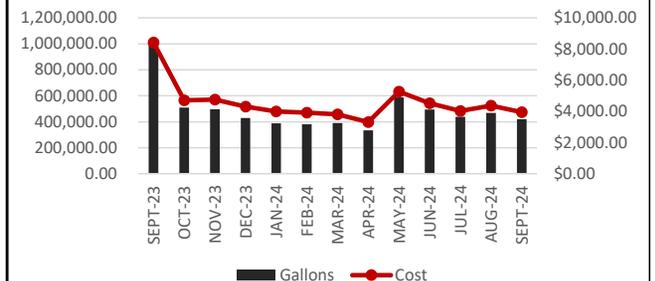
ELECTRICITY



PROPANE



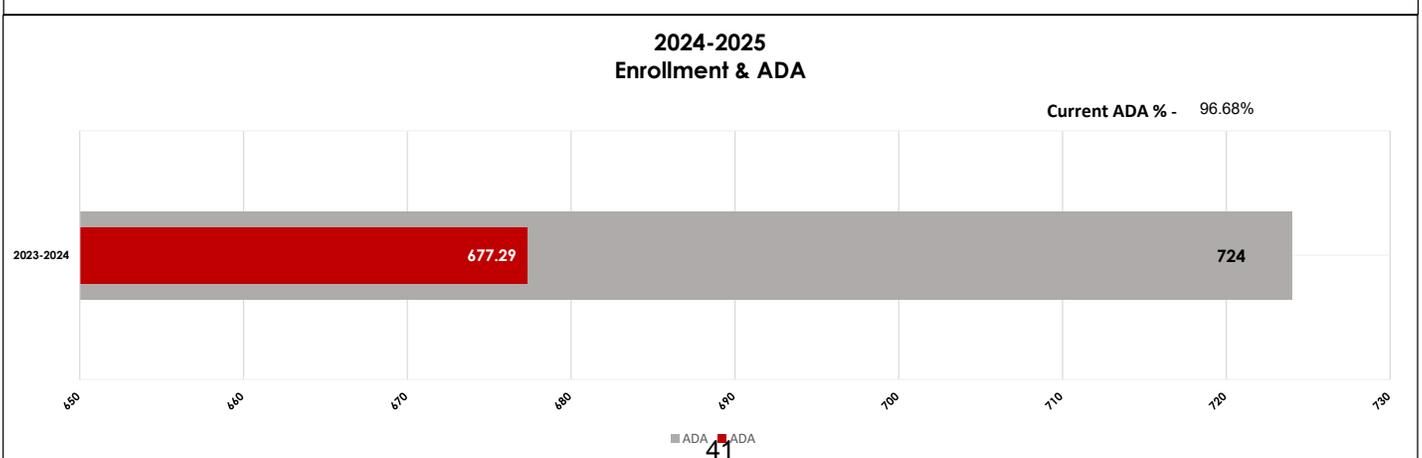
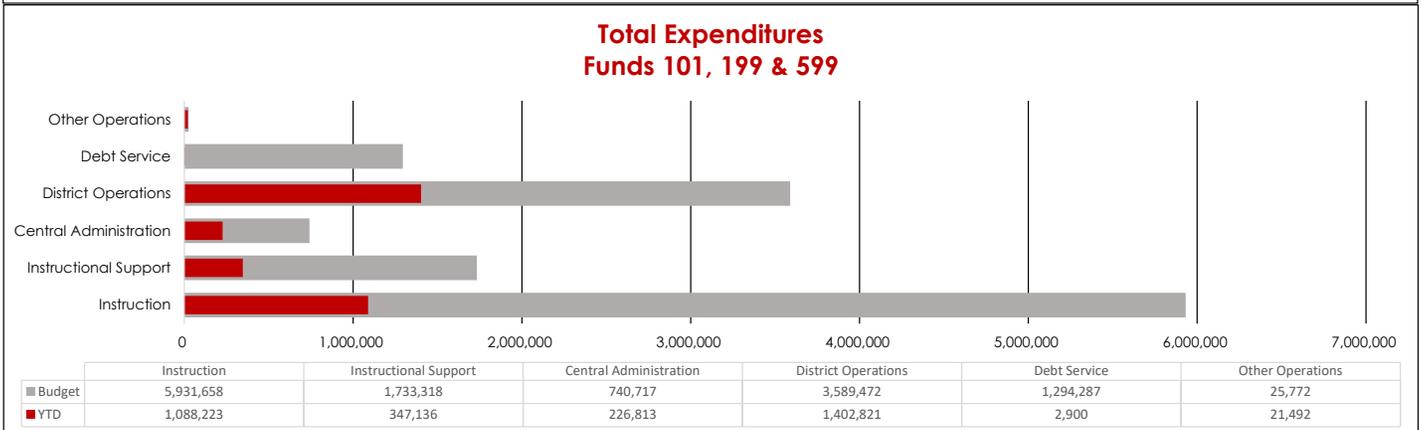
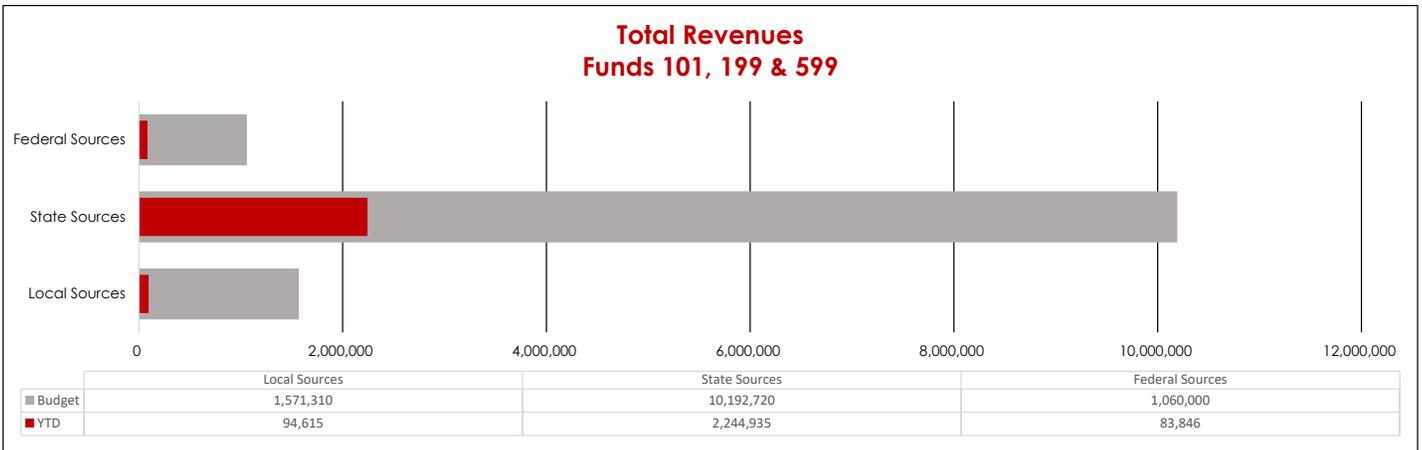
WATER



TORNILLO INDEPENDENT SCHOOL DISTRICT

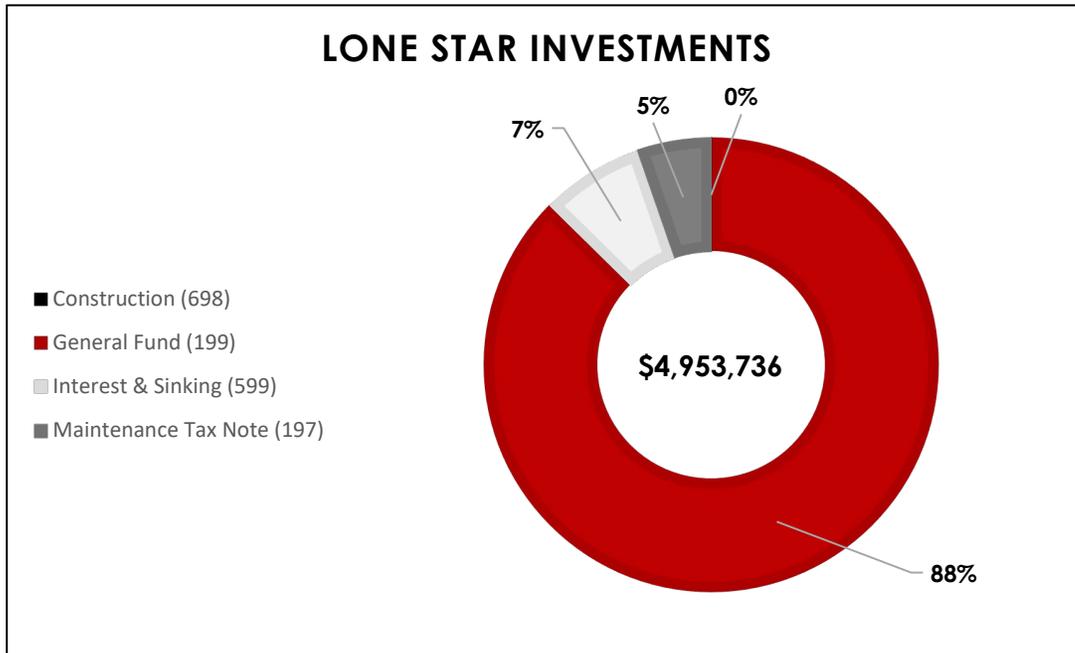
Revenues & Expenditures As of October 31, 2024

REVENUES	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
Local Sources	63,000	26,263	36,737	999,200	57,653	941,547	509,110	10,699	498,411	1,571,310	94,615	1,476,695
State Sources	3,000	0	3,000	9,420,968	2,244,935	7,176,033	768,752	0	768,752	10,192,720	2,244,935	7,947,785
Federal Sources	780,000	83,659	696,341	280,000	188	279,812	0	0	0	1,060,000	83,846	976,154
Total Revenue:	846,000	109,922	736,078	10,700,168	2,302,775	8,397,393	1,277,862	10,699	1,267,163	12,824,030	2,423,396	10,400,634
EXPENSES												
Instruction	0	0	0	5,931,658	1,088,223	4,843,435	0	0	0	5,931,658	1,088,223	4,843,435
Instructional Support	0	0	0	1,733,318	347,136	1,386,182	0	0	0	1,733,318	347,136	1,386,182
Central Administration	0	0	0	740,717	226,813	513,904	0	0	0	740,717	226,813	513,904
District Operations	846,000	316,788	529,212	2,743,472	1,086,033	1,657,439	0	0	0	3,589,472	1,402,821	2,186,651
Debt Service	0	0	0	3,000	0	3,000	1,291,287	2,900	1,288,387	1,294,287	2,900	1,291,387
Other Operations	0	0	0	25,772	21,492	4,280	0	0	0	25,772	21,492	4,280
Total Expenses:	846,000	316,788	529,212	11,177,937	2,769,698	8,408,239	1,291,287	2,900	1,288,387	13,315,224	3,089,386	10,225,838

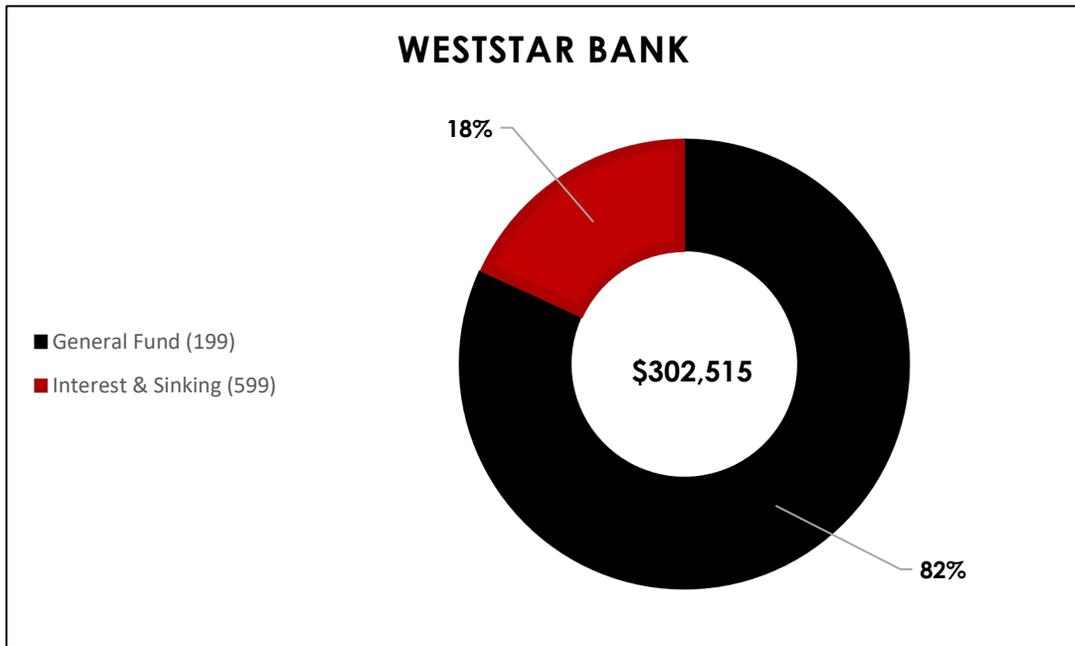


TORNILLO INDEPENDENT SCHOOL DISTRICT

As of October 31, 2024



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	3,925,427	4,329,587	404,160
Interest & Sinking (599)	361,438	362,993	1,555
Maintenance Tax Note (197)	260,038	261,156	1,118
Lone Star Investment Pool	\$4,392,074	\$4,953,736	\$561,662



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	180,366	247,549	67,183
Interest & Sinking (599)	50,756	54,966	4,210
WestStar Bank	\$231,122	\$302,515	\$71,393

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of October 31, 2024

Beginning Balance \$ 180,366

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01								(23,062)		\$ 157,304
02	1,084							(41,513)		\$ 116,875
03		6		400,000				(24,871)		\$ 492,009
04		15,602				(98,035)	(272,416)	(18,965)		\$ 118,194
05										\$ 118,194
06										\$ 118,194
07				200,000				(60,610)		\$ 257,583
08	1,438							(13,688)		\$ 245,333
09								(51,884)		\$ 193,449
10								(17,290)		\$ 176,159
11						(44,819)		(44,626)		\$ 86,714
12										\$ 86,714
13										\$ 86,714
14										\$ 86,714
15	825			200,000	(33,027)		(512)	(3,001)	(476)	\$ 250,523
16								(1,612)		\$ 248,911
17		199						(78)		\$ 249,032
18		14,114						(13,072)		\$ 250,074
19										\$ 250,074
20										\$ 250,074
21		314						(972)		\$ 249,416
22	658	5,311						(11,594)		\$ 243,790
23		608						(74,216)		\$ 170,182
24		11,502		325,000			(269,144)	(5,190)		\$ 232,349
25		1,406						(66,275)		\$ 167,480
26										\$ 167,480
27										\$ 167,480
28		171						(7,482)		\$ 160,169
29	2,386	117		200,000				(2,453)		\$ 360,219
30		3,306						(76,685)		\$ 286,840
31		1,044	17		(32,779)		(512)	(7,061)		\$ 247,549
Ending Balance									\$	247,549

Tornillo Independent School District

Monthly Summary of Investments As of October 31, 2024

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		10/1/2024				10/31/2024	
199-1110	General Operating	\$ 180,366.35	1,385,089.31	1,317,923.44	17.14	\$ 247,549.36	0.10%
197-1107	Maintenance Tax Note	\$ 260,038.19	0.00	0.00	1,118.07	\$ 261,156.26	5.1186%
199-1107	Lone Star Inv. Pool#1	\$ 3,925,427.35	1,711,616.76	1,325,000.00	17,542.94	\$ 4,329,587.05	5.1186%
599-1110	Interest and Sinking	\$ 50,756.06	4,205.22	0.00	4.47	\$ 54,965.75	0.10% ⁴⁴
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 361,436.74	0.00	0.00	1,554.05	\$ 362,990.79	5.1186%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.91	0.00	0.00	0.01	\$ 1.92	4.9814%

Statement of Compliance:

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

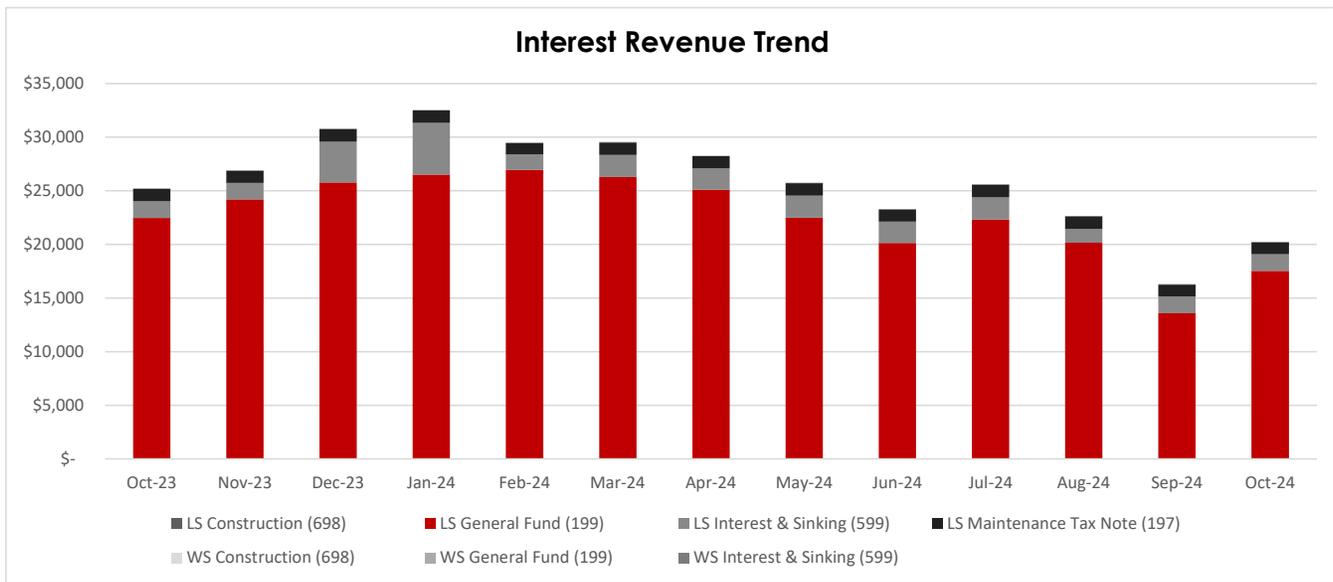
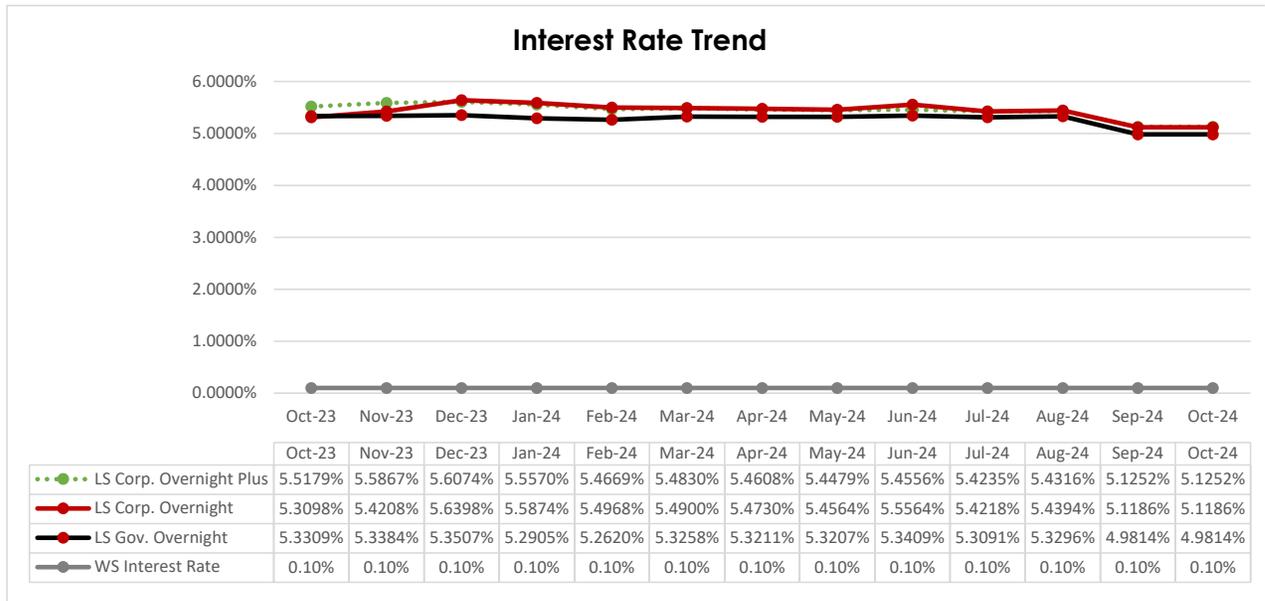


Luis Guerra, Director of Finance



TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS





Participant #: 71908

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

Statement Period: 10/01/2024 to 10/31/2024

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



Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	4,329,587.05	1.00	4,329,587.05	87.40%
Totals:				4,329,587.05	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	362,990.79	1.00	362,990.79	7.33%
	Government Overnight Fund	1.92	1.00	1.92	0.00%
Totals:				362,992.71	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	261,156.26	1.00	261,156.26	5.27%
Totals:				261,156.26	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5.08 %	4,953,734.10	1.00	4,953,734.10	100.00 %
Government Overnight Fund	0.00 %	1.92	1.00	1.92	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
Total Value:				4,953,736.02	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2024	Starting Balance	3,925,427.35			3,925,427.35
10/01/2024	Deposit	3,973,127.35	47,700.00	1.00	47,700.00
10/01/2024	Deposit	4,068,268.69	95,141.34	1.00	95,141.34
10/02/2024	Deposit	4,073,575.60	5,306.91	1.00	5,306.91
10/02/2024	Deposit	4,073,609.60	34.00	1.00	34.00
10/02/2024	Deposit	4,087,320.64	13,711.04	1.00	13,711.04
10/02/2024	Deposit	4,186,377.94	99,057.30	1.00	99,057.30



General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/02/2024	Deposit	4,227,421.85	41,043.91	1.00	41,043.91
10/02/2024	Deposit	4,374,706.50	147,284.65	1.00	147,284.65
10/03/2024	Withdrawal	3,974,706.50	-400,000.00	1.00	-400,000.00
10/07/2024	Deposit	3,978,706.50	4,000.00	1.00	4,000.00
10/07/2024	Withdrawal	3,778,706.50	-200,000.00	1.00	-200,000.00
10/09/2024	Deposit	4,077,043.29	298,336.79	1.00	298,336.79
10/15/2024	Deposit	4,080,868.29	3,825.00	1.00	3,825.00
10/15/2024	Withdrawal	3,880,868.29	-200,000.00	1.00	-200,000.00
10/17/2024	Deposit	3,964,492.89	83,624.60	1.00	83,624.60
10/23/2024	Deposit	3,966,036.97	1,544.08	1.00	1,544.08
10/23/2024	Deposit	3,966,284.11	247.14	1.00	247.14
10/24/2024	Withdrawal	3,641,284.11	-325,000.00	1.00	-325,000.00
10/25/2024	Deposit	4,512,044.11	870,760.00	1.00	870,760.00
10/29/2024	Withdrawal	4,312,044.11	-200,000.00	1.00	-200,000.00
10/31/2024	Interest	4,329,587.05	17,542.94	1.00	17,542.94
10/31/2024	Ending Balance	4,329,587.05			4,329,587.05

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2024	Starting Balance	361,436.74			361,436.74
10/31/2024	Interest	362,990.79	1,554.05	1.00	1,554.05
10/31/2024	Ending Balance	362,990.79			362,990.79

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2024	Starting Balance	1.91			1.91
10/31/2024	Interest	1.92	0.01	1.00	0.01
10/31/2024	Ending Balance	1.92			1.92

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
10/01/2024	Starting Balance	260,038.19			260,038.19
10/31/2024	Interest	261,156.26	1,118.07	1.00	1,118.07
10/31/2024	Ending Balance	261,156.26			261,156.26

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	\$ -	\$ -	\$ -	\$ -	\$ -

49

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
161509	\$25,889.90	El Paso County	Consisted of various invoices
161510	\$22,798.67	El Paso Electric	Consisted of various invoices
161531	\$52,518.00	Caldwell Automotive	Board Approved
161578	\$74,300.00	Black Stallion Contractors	Board Approved
161589	\$31,879.99	First Financial Group	Consisted of various invoices

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

Account#: 100003379
 Date Range: 10-01-2024 to 10-31-2024

Check Register

Date: 11-04-2024
 Time: 10:54 AM
 Page 1 of 9

VendorID : WestStar Bank - 100003379

740	10/04/2024	500033	Roberto Garcia		Issued	\$42.00	Employee Reimbursement Direct Deposit
741	10/18/2024	501242	Perla Arras		Issued	\$118.87	Employee Reimbursement Direct Deposit
742	10/18/2024	500033	Roberto Garcia		Issued	\$988.48	Employee Reimbursement Direct Deposit
744	10/28/2024	500409	Alicia Alvarado		Issued	\$109.00	Employee Reimbursement Direct Deposit
745	10/28/2024	501260	Claudia Beanes		Issued	\$109.00	Employee Reimbursement Direct Deposit
746	10/28/2024	501065	Jacqueline Bouche		Issued	\$118.87	Employee Reimbursement Direct Deposit
747	10/28/2024	500837	Lizeth Carroll		Issued	\$23.41	Employee Reimbursement Direct Deposit
748	10/28/2024	501157	Luis Guerra		Issued	\$204.00	Employee Reimbursement Direct Deposit
749	10/28/2024	500537	Maria Hernandez		Issued	\$109.00	Employee Reimbursement Direct Deposit
750	10/28/2024	501082	Myrna Lopez		Issued	\$42.00	Employee Reimbursement Direct Deposit
751	10/28/2024	500699	Maria Morales		Issued	\$234.00	Employee Reimbursement Direct Deposit
752	10/28/2024	501206	Alejandro Olvera		Issued	\$142.00	Employee Reimbursement Direct Deposit
753	10/28/2024	500559	Veronica Tovar		Issued	\$109.00	Employee Reimbursement Direct Deposit
161436	10/04/2024	10138	El Paso Disposal, LP		Issued	\$2,164.72	Paper Check
161437	10/04/2024	10190	Fabens Oil Co.		Issued	\$374.77	Paper Check
161438	10/04/2024	10361	Home Depot Credit Services		Issued	\$1,607.45	Paper Check
161439	10/04/2024	10543	Labatt Food Service		Issued	\$3,506.58	Paper Check
161440	10/04/2024	10630	Region 19 Education Service Center		Issued	\$160.00	Paper Check
161441	10/04/2024	10808	Tornillo I.S.D. Cafeteria		Issued	\$78.00	Paper Check
161442	10/04/2024	10864	Walmart Community/Capital One		Issued	\$448.27	Paper Check
161443	10/04/2024	20022	Citibank		Issued	\$441.96	Paper Check
161444	10/04/2024	20022	Citibank		Issued	\$12.29	Paper Check
161445	10/04/2024	20022	Citibank	51	Issued	\$169.89	Paper Check
161446	10/04/2024	20022	Citibank		Issued	\$1,039.80	Paper Check

Account#: 100003379
Date Range: 10-01-2024 to 10-31-2024

Check Register

Date: 11-04-2024
Time: 10:54 AM
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161447	10/04/2024	20022	Citibank	Issued	\$425.95	Paper Check
161448	10/04/2024	20022	Citibank	Issued	\$11.50	Paper Check
161449	10/04/2024	20022	Citibank	Issued	\$983.92	Paper Check
161450	10/04/2024	20022	Citibank	Issued	\$438.00	Paper Check
161451	10/04/2024	20022	Citibank	Issued	\$165.80	Paper Check
161452	10/04/2024	20022	Citibank	Issued	\$2,004.91	Paper Check
161453	10/04/2024	20022	Citibank	Issued	\$12.29	Paper Check
161454	10/04/2024	20022	Citibank	Issued	\$211.81	Paper Check
161455	10/04/2024	20022	Citibank	Issued	\$425.95	Paper Check
161456	10/04/2024	20022	Citibank	Issued	\$165.80	Paper Check
161457	10/04/2024	20022	Citibank	Issued	\$165.54	Paper Check
161458	10/04/2024	20022	Citibank	Issued	\$36.00	Paper Check
161459	10/04/2024	20022	Citibank	Issued	\$30.90	Paper Check
161460	10/04/2024	20038	wholesale Lumber	Issued	\$36.11	Paper Check
161461	10/04/2024	20169	El Paso County Water Improvement	Issued	\$3,943.15	Paper Check
161462	10/04/2024	20418	Control & Equipment Company	Issued	\$610.88	Paper Check
161463	10/04/2024	20465	806 Technologies, Inc	Issued	\$550.00	Paper Check
161464	10/04/2024	20662	Citibank	Issued	\$93.77	Paper Check
161465	10/04/2024	20662	Citibank	Issued	\$134.42	Paper Check
161466	10/04/2024	20662	Citibank	Issued	\$240.62	Paper Check
161467	10/04/2024	20703	ClassLink, Inc.	Issued	\$3,536.00	Paper Check
161468	10/04/2024	20762	Mexican American School Boards Members Association	Issued	\$500.00	Paper Check
161469	10/04/2024	20902	El paso Vacuum	Issued	\$86.85	Paper Check
161470	10/04/2024	20928	Calian Corp	Issued	\$100.00	Paper Check
161471	10/04/2024	21076	Realityworks, Inc.	Issued	\$96.00	Paper Check
161472	10/04/2024	21108	Nancy Menjivar	Issued	\$920.00	Paper Check

Account#: 100003379
Date Range: 10-01-2024 to 10-31-2024

Check Register

Date: 11-04-2024
Time: 10:54 AM
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161479	10/04/2024	500987	Alonso Delgado	Issued	\$640.00	Paper Check
161480	10/04/2024	501023	Rosa Vega-Barrio	Issued	\$971.95	Paper Check
161481	10/17/2024	10033	Apple, Inc.	Issued	\$2,512.00	Paper Check
161482	10/17/2024	10040	Game One	Issued	\$1,828.13	Paper Check
161483	10/17/2024	10054	Bernie Del Hierro	Issued	\$1,750.00	Paper Check
161484	10/17/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$95.76	Paper Check
161485	10/17/2024	10614	Perky Press	Issued	\$2,681.00	Paper Check
161486	10/17/2024	10616	Peter Piper Pizza	Issued	\$110.00	Paper Check
161487	10/17/2024	10657	Segovia'S Distributing, Inc.	Issued	\$55.94	Paper Check
161488	10/17/2024	20022	Citibank	Issued	\$843.92	Paper Check
161489	10/17/2024	20022	Citibank	Issued	\$837.48	Paper Check
161490	10/17/2024	20022	Citibank	Issued	\$330.65	Paper Check
161491	10/17/2024	20215	Spectrum Paper Co, Inc.	Issued	\$104.35	Paper Check
161492	10/17/2024	20333	Navex Global Inc.	Issued	\$2,569.33	Paper Check
161493	10/17/2024	20356	Imagination Station, Inc.	Issued	\$1,350.00	Paper Check
161494	10/17/2024	20430	n2y LLC	Issued	\$1,268.97	Paper Check
161495	10/17/2024	20465	806 Technologies, Inc	Issued	\$2,200.00	Paper Check
161496	10/17/2024	20491	Western Psychological Services	Issued	\$411.18	Paper Check
161497	10/17/2024	20614	Lowman Consulting LLC	Issued	\$5,450.00	Paper Check
161498	10/17/2024	20662	Citibank	Issued	\$58.84	Paper Check
161499	10/17/2024	20662	Citibank	Issued	\$60.07	Paper Check
161500	10/17/2024	20709	xSPEDite School Services	Issued	\$330.00	Paper Check
161501	10/17/2024	20821	Winsupply of West El Paso	Issued	\$6,566.62	Paper Check
161502	10/17/2024	21014	School Pulse	Issued	\$4,495.00	Paper Check
161503	10/17/2024	21024	Riveting Results LLC	Issued	\$1,920.00	Paper Check
161504	10/17/2024	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check

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161505	10/17/2024	21104	National Student Clearinghouse	Issued	\$595.00	Paper Check
161506	10/17/2024	500069	Elvia Hernandez	Issued	\$300.00	Paper Check
161507	10/17/2024	501100	Jordi Elias	Issued	\$1,376.00	Paper Check
161508	10/18/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$550.25	Paper Check
161509	10/18/2024	10134	El Paso County	Issued	\$25,889.90	Paper Check
161510	10/18/2024	10139	El Paso Electric Co.	Issued	\$22,798.67	Paper Check
161511	10/18/2024	10630	Region 19 Education Service Center	Issued	\$10,299.85	Paper Check
161512	10/18/2024	10657	Segovia'S Distributing, Inc.	Issued	\$427.84	Paper Check
161513	10/18/2024	20022	Citibank	Issued	\$398.80	Paper Check
161514	10/18/2024	20022	Citibank	Issued	\$319.96	Paper Check
161515	10/18/2024	20124	Time Warner Cable Texas LLC	Issued	\$1,306.86	Paper Check
161516	10/18/2024	20389	Mountain Desert Water LLC	Issued	\$440.38	Paper Check
161517	10/18/2024	20611	Frontline Technologies	Issued	\$750.00	Paper Check
161518	10/18/2024	20642	Faben's Quick Lube	Issued	\$37.00	Paper Check
161519	10/18/2024	20662	Citibank	Issued	\$100.88	Paper Check
161520	10/18/2024	20678	Luis Sepulveda	Issued	\$530.00	Paper Check
161521	10/18/2024	20876	GH Dairy El Paso	Issued	\$215.04	Paper Check
161522	10/18/2024	21049	APIC Solutions Texas LLC	Issued	\$1,770.54	Paper Check
161523	10/18/2024	21106	Texas Taco Cabana, LP	Issued	\$201.53	Paper Check
161524	10/18/2024	10361	Home Depot Credit Services	Issued	\$144.60	Paper Check
161525	10/18/2024	10543	Labatt Food Service	Issued	\$4,135.23	Paper Check
161526	10/18/2024	20972	Verge General Contractors	Issued	\$6,400.00	Paper Check
161527	10/18/2024	21106	Texas Taco Cabana, LP	Issued	\$197.96	Paper Check
161528	10/18/2024	10050	Barnes & Noble	Issued	\$79.95	Paper Check
161529	10/18/2024	20389	Mountain Desert Water LLC	Issued	\$213.38	Paper Check
161530	10/18/2024	20564	Nothing Bundt Cakes	Issued	\$234.00	Paper Check

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161531	10/18/2024	20735	Caldwell Automotive Partners, LLC	Issued	\$52,518.00	Paper Check
161532	10/18/2024	20180	ACET	Issued	\$500.00	Paper Check
161533	10/23/2024	10027	Amerigas Propane, L.P.	Issued	\$541.37	Paper Check
161534	10/23/2024	10080	Ced-Triangle Electric -El Paso	Issued	\$45.00	Paper Check
161535	10/23/2024	10543	Labatt Food Service	Issued	\$6,273.73	Paper Check
161536	10/23/2024	10601	Office Depot	Issued	\$4,698.18	Paper Check
161537	10/23/2024	20022	Citibank	Issued	\$1,400.00	Paper Check
161538	10/23/2024	20022	Citibank	Issued	\$1,007.84	Paper Check
161539	10/23/2024	20022	Citibank	Issued	\$2,100.00	Paper Check
161540	10/23/2024	20038	wholesale Lumber	Issued	\$119.02	Paper Check
161541	10/23/2024	20338	Rio Seco Ag. LLC	Issued	\$172.54	Paper Check
161542	10/23/2024	20575	Eduphoria! Inc	Issued	\$2,122.65	Paper Check
161543	10/23/2024	20662	Citibank	Issued	\$81.62	Paper Check
161544	10/23/2024	20876	GH Dairy El Paso	Issued	\$517.00	Paper Check
161545	10/23/2024	20895	linde gas & equipment inc	Issued	\$26.45	Paper Check
161546	10/23/2024	20989	Sun City Shredding	Issued	\$1,185.00	Paper Check
161547	10/23/2024	21033	Carnegie Learning Inc.	Issued	\$5,331.82	Paper Check
161550	10/25/2024	10062	Blick Art Materials	Issued	\$18.00	Paper Check
161551	10/25/2024	10361	Home Depot Credit Services	Issued	\$43.09	Paper Check
161552	10/25/2024	10601	Office Depot	Issued	\$1,716.69	Paper Check
161553	10/25/2024	10657	Segovia'S Distributing, Inc.	Issued	\$2,313.63	Paper Check
161554	10/25/2024	20022	Citibank	Issued	\$35.96	Paper Check
161555	10/25/2024	20022	Citibank	Issued	\$388.40	Paper Check
161556	10/25/2024	20022	Citibank	Issued	\$509.96	Paper Check
161557	10/25/2024	20022	Citibank	Issued	\$26.98	Paper Check
161558	10/25/2024	20022	Citibank	Issued	\$45.97	Paper Check

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161559	10/25/2024	20112	Studies Weekly	Issued	\$1,682.40	Paper Check
161560	10/25/2024	20215	Spectrum Paper Co, Inc.	Issued	\$28.75	Paper Check
161561	10/25/2024	20244	Texas Department of Licensing an	Issued	\$140.00	Paper Check
161562	10/25/2024	20301	El Paso County Tax Assessor-Coll	Issued	\$22.00	Paper Check
161563	10/25/2024	20338	Rio Seco Ag. LLC	Issued	\$80.95	Paper Check
161564	10/25/2024	20575	Eduphoria! Inc	Issued	\$1,080.00	Paper Check
161565	10/25/2024	20593	Stetson & Associates	Issued	\$750.00	Paper Check
161566	10/25/2024	20662	Citibank	Issued	\$298.08	Paper Check
161567	10/25/2024	20876	GH Dairy El Paso	Issued	\$885.00	Paper Check
161568	10/25/2024	20902	El paso Vacuum	Issued	\$96.95	Paper Check
161569	10/25/2024	21016	Sunbelt Staffing, LLC	Issued	\$90.00	Paper Check
161570	10/25/2024	21109	Mark Porras	Issued	\$460.00	Paper Check
161571	10/25/2024	10062	Blick Art Materials	Issued	\$120.94	Paper Check
161572	10/25/2024	10864	Walmart Community/Capital One	Issued	\$121.97	Paper Check
161573	10/25/2024	10870	Windstream	Issued	\$1,963.02	Paper Check
161574	10/25/2024	20022	Citibank	Issued	\$636.09	Paper Check
161575	10/25/2024	20022	Citibank	Issued	\$208.34	Paper Check
161576	10/25/2024	20662	Citibank	Issued	\$246.23	Paper Check
161577	10/25/2024	21055	Beereaders	Issued	\$500.00	Paper Check
161578	10/25/2024	21062	Black Stallion Contractors, Inc.	Issued	\$74,300.00	Paper Check
161580	10/25/2024	10724	Texas AFT- Associate Membership Program	Issued	\$184.50	Paper Check
161581	10/25/2024	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
161582	10/25/2024	20008	Texas State Teacher Association	Issued	\$98.84	Paper Check
161583	10/25/2024	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
161584	10/25/2024	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
161585	10/25/2024	20010	LegalShield	Issued	\$119.56	Paper Check

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161586	10/25/2024	20011	First Financial Group of America	Issued	\$31,879.99	Paper Check
161587	10/30/2024	501081	Georgina Miramontes	Issued	\$127.00	Paper Check
161589	10/30/2024	10040	Game One	Issued	\$3,057.60	Paper Check
161590	10/30/2024	10190	Fabens Oil Co.	Issued	\$808.65	Paper Check
161591	10/30/2024	10361	Home Depot Credit Services	Issued	\$93.24	Paper Check
161592	10/30/2024	10543	Labatt Food Service	Issued	\$9,859.77	Paper Check
161593	10/30/2024	10601	Office Depot	Issued	\$1,504.69	Paper Check
161594	10/30/2024	10657	Segovia'S Distributing, Inc.	Issued	\$335.76	Paper Check
161595	10/30/2024	10808	Tornillo I.S.D. Cafeteria	Issued	\$112.50	Paper Check
161596	10/30/2024	20022	Citibank	Issued	\$785.05	Paper Check
161597	10/30/2024	20022	Citibank	Issued	\$263.42	Paper Check
161598	10/30/2024	20022	Citibank	Issued	\$263.42	Paper Check
161599	10/30/2024	20022	Citibank	Issued	\$983.92	Paper Check
161600	10/30/2024	20022	Citibank	Issued	\$263.42	Paper Check
161601	10/30/2024	20022	Citibank	Issued	\$1,061.17	Paper Check
161602	10/30/2024	20022	Citibank	Issued	\$263.42	Paper Check
161603	10/30/2024	20022	Citibank	Issued	\$683.71	Paper Check
161604	10/30/2024	20038	wholesale Lumber	Issued	\$60.11	Paper Check
161605	10/30/2024	20397	Scholastic Testing Service, Inc.	Issued	\$274.27	Paper Check
161606	10/30/2024	20447	Super Chef Inc.	Issued	\$56.00	Paper Check
161607	10/30/2024	20662	Citibank	Issued	\$92.52	Paper Check
161608	10/30/2024	20876	GH Dairy El Paso	Issued	\$294.96	Paper Check
161609	10/30/2024	20895	linde gas & equipment inc	Issued	\$95.02	Paper Check
161610	10/30/2024	20953	Mesilla Valley Maze, LLC	Issued	\$864.00	Paper Check
161611	10/30/2024	21112	Aloha Foods, LLC	Issued	\$1,862.50	Paper Check
10002435	10/04/2024	20765	Commerce Bank	Issued	\$8,505.57	ACH

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10002436	10/18/2024	20765	Commerce Bank	Issued	\$20,220.27	ACH
10002437	10/23/2024	20765	Commerce Bank	Issued	\$5,876.00	ACH
10002438	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002439	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002440	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002441	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002442	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002443	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002444	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002445	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002446	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002447	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002448	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002449	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002450	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002451	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002452	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002453	10/25/2024	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
200001523	10/04/2024	10542	La Estrella	Issued	\$848.00	Vendor Credit Card
200001524	10/04/2024	10546	Lakeshore Learning Materials	Issued	\$2,683.00	Vendor Credit Card
200001525	10/04/2024	10626	Records Consultants, Inc.	Issued	\$3,120.00	Vendor Credit Card
200001526	10/04/2024	10649	Scholastic Book Fairs	Issued	\$2,378.15	Vendor Credit Card
200001527	10/04/2024	20135	William V. MacGill & Co	Issued	\$234.77	Vendor Credit Card
200001528	10/18/2024	10679	Spectrum Imaging	Issued	\$19,036.45	Vendor Credit Card
200001529	10/18/2024	10706	TASB, Inc.	Issued	\$600.00	Vendor Credit Card
200001530	10/18/2024	10859	Verizon Wireless	Issued	\$210.35	Vendor Credit Card

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200001531	10/18/2024	20257	Seidlitz Education	Issued	\$5,876.00	Vendor Credit Card
200001532	10/18/2024	20470	O'Reilly Auto Enterprises LLC	Issued	\$247.54	Vendor Credit Card
200001533	10/18/2024	10229	Follett School Solutions, Inc.	Issued	\$6,790.16	Vendor Credit Card
200001534	10/18/2024	20470	O'Reilly Auto Enterprises LLC	Issued	\$768.11	Vendor Credit Card
200001535	10/25/2024	10105	Continental Termite & Pest Control,	Issued	\$565.00	Vendor Credit Card
200001536	10/25/2024	10542	La Estrella	Issued	\$1,440.00	Vendor Credit Card
200001537	10/25/2024	10595	NCS Pearson, Inc	Issued	\$7,194.00	Vendor Credit Card
200001538	10/25/2024	10626	Records Consultants, Inc.	Issued	\$5,040.00	Vendor Credit Card
200001539	10/25/2024	10669	Sonitrol Of El Paso	Issued	\$3,383.00	Vendor Credit Card
200001540	10/25/2024	10707	TASBO	Issued	\$310.00	Vendor Credit Card
200001541	10/25/2024	20265	4imprint, Inc.	Issued	\$4,737.41	Vendor Credit Card
200001542	10/25/2024	20470	O'Reilly Auto Enterprises LLC	Issued	\$213.54	Vendor Credit Card
200001543	10/25/2024	20480	National Center for Youth Issues	Issued	\$1,695.00	Vendor Credit Card
200001544	10/25/2024	20551	Southern Tire Mart, LLC	Issued	\$337.50	Vendor Credit Card

Total Checks: 220

Total Amount: 478,310.21

<u>Pavee ID</u>	<u>Pavee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Invoice Amount</u>
20022	Citibank	3ECT9J	09/11/2024	161443	10/04/2024	Flight for TASA/TASB	199-41-6419-01-702-99-0-00	441.96
20022	Citibank	Uber09272024	09/27/2024	161444	10/04/2024	Describe your new line item.	199-41-6411-00-701-99-0-00	12.29
20022	Citibank	C40062001	09/27/2024	161445	10/04/2024	Student trip lunch	199-11-6499-00-918-99-0-00	169.89
20022	Citibank	462GCY	10/03/2024	161446	10/04/2024	LSSSCA travel for counselors	289-13-6411-00-999-11-8-00	1,039.80
20022	Citibank	3EAWWF	09/11/2024	161447	10/04/2024	Flight for TASA/TASB	199-41-6411-00-701-99-0-00	425.95
20022	Citibank	Uber092720242	09/27/2024	161448	10/04/2024	Describe your new line item.	199-41-6411-00-701-99-0-00	11.50
20022	Citibank	3R53VN	09/13/2024	161449	10/04/2024	2024 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00	983.92
20022	Citibank	F144E77T1	09/13/2024	161450	10/04/2024	TACS 2024 Registration for Superintendent	199-41-6411-00-701-99-0-00	438.00
20022	Citibank	783682701	09/26/2024	161451	10/04/2024	TASA / TASB Car Rental - Lopez	199-41-6419-04-702-99-0-00	165.80
20022	Citibank	2021-11780	09/11/2024	161452	10/04/2024	Payment needed in order for services not to be interrupted.	199-11-6399-00-001-11-0-DC	2,004.91
20022	Citibank	Uber09252024	09/25/2024	161453	10/04/2024	Describe your new line item.	199-41-6411-00-701-99-0-00	12.29
20022	Citibank	754154811	09/23/2024	161454	10/04/2024	2024 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00	211.81
20022	Citibank	3EBTF2	09/11/2024	161455	10/04/2024	Flight for TASA/TASB	199-41-6419-02-702-99-0-00	425.95
20022	Citibank	783682395	09/25/2024	161456	10/04/2024	TASA / TASB Car Rental - Dozal	199-41-6419-03-702-99-0-00	165.80
20022	Citibank	179321	09/23/2024	161457	10/04/2024	2024 Conferences - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00	165.54
20022	Citibank	8573	09/27/2024	161458	10/04/2024	Student trip lunch	199-11-6499-00-918-99-0-00	36.00
20022	Citibank	Uber09142024	09/14/2024	161459	10/04/2024	Describe your new line item.	199-41-6411-00-701-99-0-00	30.90
20022	Citibank	36TAH9	10/15/2024	161488	10/17/2024	LSSSCA travel for counselors	289-13-6411-00-999-11-8-00	843.92
20022	Citibank	113-6646688-7975416	10/02/2024	161489	10/17/2024	Graduation 2025	199-11-6499-00-001-11-2-22	837.48
20022	Citibank	114-6352736-3685809	10/01/2024	161490	10/17/2024	HS Girls Basketball equipment	181-36-6399-00-001-91-0-74	330.65
20022	Citibank	1160241	10/14/2024	161513	10/18/2024	Incentive meal for professional development	199-41-6499-00-727-99-0-00	398.80
20022	Citibank	114-1091318-6749056	09/13/2024	161514	10/18/2024	Digital signage media player	282-11-6399-00-999-11-0-00	319.96
20022	Citibank	85997484	10/18/2024	161537	10/23/2024	Microsoft 365 XDR Security \$ Compliance.	199-53-6299-00-953-99-0-00	1,400.00
20022	Citibank	114-5459520-6937068	10/21/2024	161538	10/23/2024	Misc. incentives for students and staff	282-11-6499-00-999-30-1-00	1,007.84
20022	Citibank	LC24-0035-1945-2086	10/17/2024	161539	10/23/2024	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	11.25
20022	Citibank	LC24-0035-1945-2086	10/17/2024	161539	10/23/2024	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	2,088.75
20022	Citibank	113-7327551-1061836	10/04/2024	161548	10/23/2024	Junior-Senior Prom 2025	865-00-2191-04-001-04-0-00	514.18
20022	Citibank	114-8020263-6635426	10/17/2024	161549	10/23/2024	Junior-Senior Prom 2025	865-00-2191-04-001-04-0-00	59.97
20022	Citibank	114-4692235-2536256	09/18/2024	161554	10/25/2024	Digital signage media player	282-11-6399-00-999-11-0-00	35.96
20022	Citibank	114-0267183-4937852	10/01/2024	161555	10/25/2024	HS Girls Basketball equipment	181-36-6399-00-001-91-0-74	388.40
20022	Citibank	114-8248061-8381045	10/22/2024	161556	10/25/2024	Misc. incentives for students and staff	282-11-6499-00-999-30-1-00	509.96
20022	Citibank	111-7717349-2095459	09/13/2024	161557	10/25/2024	Misc. items for Finance office	199-41-6399-00-750-99-0-00	26.98

20022	Citibank	00543881	10/24/2024	161558	10/25/2024	Employee Appreciation Incentive Items	199-41-6499-00-727-99-0-00	45.97
20022	Citibank	Vega-Barrio-67261	10/19/2024	161574	10/25/2024	Hotel for TACS 2024	199-41-6411-00-701-99-0-00	636.09
20022	Citibank	325-Vega	10/16/2024	161575	10/25/2024	Hotel for TACS 2024	199-41-6411-00-701-99-0-00	208.34
20022	Citibank	114-0907551-6706660	10/25/2024	161596	10/30/2024	Misc. incentives for students and staff	282-11-6499-00-999-30-1-00	785.05
20022	Citibank	Elias-94835	10/22/2024	161597	10/30/2024	X Country Hotel Reservations 10-20-24	181-36-6412-00-001-91-0-00	263.42
20022	Citibank	Elias-94837	10/22/2024	161598	10/30/2024	X Country Hotel Reservations 10-20-24	181-36-6412-00-001-91-0-00	263.42
20022	Citibank	2DAH9D	10/28/2024	161599	10/30/2024	2024 Sys Admin Conference - Hotel, Avis and Flight Travel Expenses.	199-53-6411-00-953-99-0-00	983.92
20022	Citibank	Elias-94836	10/22/2024	161600	10/30/2024	X Country Hotel Reservations 10-20-24	181-36-6412-00-001-91-0-00	263.42
20022	Citibank	114-0100201-6567410	10/24/2024	161601	10/30/2024	Cudy POE400 90W Gigabit Ultra PoE++ Injector Adapter	199-53-6399-00-953-99-0-00	375.25
20022	Citibank	114-0100201-6567410	10/24/2024	161601	10/30/2024	Wireless HDMI Transmitter and Receiver	199-53-6399-00-953-99-0-00	607.96
20022	Citibank	114-0100201-6567410	10/24/2024	161601	10/30/2024	Bluetooth Transmitter Receiver Wireless Adapter: 3.5mm Aux	199-53-6399-00-953-99-0-00	50.97
20022	Citibank	114-0100201-6567410	10/24/2024	161601	10/30/2024	ON AIR Light Sign Recording Sign Studi	199-53-6399-00-953-99-0-00	26.99
20022	Citibank	Elias-94834	10/22/2024	161602	10/30/2024	X Country Hotel Reservations 10-20-24	181-36-6412-00-001-91-0-00	263.42
20022	Citibank	077394	10/02/2024	161603	10/30/2024	Cc was used in lieu of gift cards of FFGA -restaurant restriction	461-41-6499-00-750-99-0-00	683.71
20662	Citibank Sams Club	6343147815625868	09/19/2024	161464	10/04/2024	For Catering Items	101-35-6341-00-901-99-0-00	93.77
20662	Citibank Sams Club	3631	09/19/2024	161464	10/04/2024	For Catering Items	101-35-6341-00-901-99-0-00	61
20662	Citibank Sams Club	10208983572	09/10/2024	161465	10/04/2024	Misc. items for Finance office	199-41-6499-00-750-99-0-00	134.42
20662	Citibank Sams Club	21811253028761275076	09/15/2024	161466	10/04/2024	Food items for Teacher/Parent conference on Sept. 16, 2024	461-23-6499-00-044-11-0-00	240.62
20662	Citibank Sams Club	78831071136255673691	09/23/2024	161473	10/04/2024	Purchase concessions items for the month of September 2024	865-00-2191-01-999-01-0-00	75.64
20662	Citibank Sams Club	23520017601843488183	10/01/2024	161474	10/04/2024	Custodian appreciation day awards	865-00-2191-01-999-01-0-00	124.80
20662	Citibank Sams Club	10213797505	09/25/2024	161475	10/04/2024	Purchase concessions items for the month of September 2024	865-00-2191-01-999-01-0-00	331.88
20662	Citibank Sams Club	10209407235	09/12/2024	161476	10/04/2024	Purchase concessions items for the month of September 2024	865-00-2191-01-999-01-0-00	474.56
20662	Citibank Sams Club	88788810181394331638	09/17/2024	161477	10/04/2024	Items for fundraiser Homecoming 2024	865-00-2191-03-750-01-0-00	222.78
20662	Citibank Sams Club	10207010368	09/03/2024	161478	10/04/2024	Purchase concessions items for the month of September 2024	865-00-2191-01-999-01-0-00	646.71
20662	Citibank Sams Club	10220993420	10/14/2024	161498	10/17/2024	Misc. items for 9 wks. planning	199-13-6499-00-916-11-0-00	58.84
20662	Citibank Sams Club	10220993879	10/14/2024	161499	10/17/2024	SpEd department supplies for school year 2024-2025	199-21-6399-00-918-23-0-00	60.07
20662	Citibank Sams Club	19640337132409444540	09/13/2024	161519	10/18/2024	2024 Fall Special Programs Conference - Sessions for parents of EBs	263-61-6499-00-999-25-0-00	100.88
20662	Citibank Sams Club	10222782913	10/17/2024	161543	10/23/2024	Misc. items for Finance office	199-41-6499-00-750-99-0-00	81.62
20662	Citibank Sams Club	10224157583	10/21/2024	161566	10/25/2024	Drinks/snacks	199-52-6499-00-952-99-0-00	149.04
20662	Citibank Sams Club	10224157583	10/21/2024	161566	10/25/2024	Drinks/snacks	199-53-6499-00-953-99-0-00	149.04
20662	Citibank Sams Club	72076703075176857822	10/23/2024	161576	10/25/2024	Items for Homecoming 2024 fundraiser	199-34-6499-00-934-99-0-00	246.23
20662	Citibank Sams Club	10227327642	10/28/2024	161607	10/30/2024	Halloween candy for PreK-8 Halloween parade	199-41-6499-00-727-99-0-00	92.52

Citibank Total

3,189.65

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date	Check Number	Invoice Number	
1225338	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-2517.00	200001522	AP Check	200001522	AP Check	20490	Blanco Ordenez Mata & Wallace P.C.	9/27/2024	200001522			
1221524	9/20/2024	101-00-2110-02-000-00-0-00	2025	000	-4335.00	200001511	AP Check	200001511	AP Check	20101	Heartland Payment Systems, Inc	9/20/2024	200001511			
1221526	9/20/2024	282-00-2110-02-000-00-0-00	2025	000	-974.46	200001512	AP Check	200001512	AP Check	20288	School Mate	9/20/2024	200001512			
1218085	9/6/2024	101-00-2110-02-000-00-0-00	2025	000	-679.11	200001500	AP Check	200001500	AP Check	20036	Johnstone Supply	9/6/2024	200001500			
1227721	10/4/2024	429-00-2110-02-000-00-0-00	2025	000	-2683.00	200001524	AP Check	200001524	AP Check	10546	Lakeshore Learning Materials	10/4/2024	200001524			
1227717	10/4/2024	461-00-2110-02-000-00-0-00	2025	000	-2378.15	200001526	AP Check	200001526	AP Check	10649	Scholastic Book Fairs	10/4/2024	200001526			
1227719	10/4/2024	199-00-2110-02-000-00-0-00	2025	000	-234.77	200001527	AP Check	200001527	AP Check	20135	William V. MacGill & Co	10/4/2024	200001527			
1225326	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-1375.09	200001519	AP Check	200001519	AP Check	20265	4imprint, Inc.	9/27/2024	200001519			
1225325	9/27/2024	282-00-2110-02-000-00-0-00	2025	000	-1797.26	200001519	AP Check	200001519	AP Check	20265	4imprint, Inc.	9/27/2024	200001519			
1225372	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-42.00	200001513	AP Check	200001513	AP Check	10070	C & M Plaque & Trophy Inc.	9/27/2024	200001513			
1225328	9/27/2024	263-00-2110-02-000-00-0-00	2025	000	-2100.62	200001520	AP Check	200001520	AP Check	20340	Estrellita	9/27/2024	200001520			
1225374	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-317.67	200001514	AP Check	200001514	AP Check	10229	Follett School Solutions, Inc.	9/27/2024	200001514			
1227727	10/4/2024	181-00-2110-02-000-00-0-00	2025	000	-644.00	200001523	AP Check	200001523	AP Check	10542	La Estrella	10/4/2024	200001523			
1227726	10/4/2024	199-00-2110-02-000-00-0-00	2025	000	-204.00	200001523	AP Check	200001523	AP Check	10542	La Estrella	10/4/2024	200001523			
1225335	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-59.93	200001521	AP Check	200001521	AP Check	20470	O'Reilly Auto Enterprises LLC	9/27/2024	200001521			
1227723	10/4/2024	199-00-2110-02-000-00-0-00	2025	000	-3120.00	200001525	AP Check	200001525	AP Check	10626	Records Consultants, Inc.	10/4/2024	200001525			
1225341	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-2760.00	200001515	AP Check	200001515	AP Check	10626	Records Consultants, Inc.	9/27/2024	200001515			
1225330	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-893.62	200001517	AP Check	200001517	AP Check	10702	TASA	9/27/2024	200001517			
1225333	9/27/2024	199-00-2110-02-000-00-0-00	2025	000	-1440.00	200001518	AP Check	200001518	AP Check	10707	TASBO	9/27/2024	200001518			
1221528	9/20/2024	199-00-2110-02-000-00-0-00	2025	000	-170.16	200001510	AP Check	200001510	AP Check	10859	Verizon Wireless	9/20/2024	200001510			
1229250	10/18/2024	199-00-2110-02-000-00-0-00	2025	000	-5876.00	200001531	AP Check	200001531	AP Check	20257	Seidlitz Education	#####	200001531			
					-34601.84											



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:

School Compliance

**TORNILLO ISD
P O BOX 170 - TORNILLO, TX 79853**

School Year: 2024-2025

Grade: Kindergarten

School Enrollment this Grade: 50

Vaccine Name	Percent Compliance
DTP/DTaP/DT/Td	100
Hepatitis A	100
Hepatitis B	100
MMR (2 doses)	100
Polio	100
Varicella	100

School Compliance

**TORNILLO ISD
P O BOX 170 - TORNILLO, TX 79853**

**School Year: 2024-2025
Grade: Seventh Grade**

School Enrollment this Grade: 51

Vaccine Name	Percent Compliance
Hepatitis A	100
Hepatitis B	100
Meningococcal	100
MMR (2 doses)	100
Polio	100
Tdap/Td#	100
Varicella (2 doses)	100

School Compliance

Comparison with State Percentages

TORNILLO ISD
P O BOX 170 - TORNILLO, TX 79853

School Type: Public School
School Year: 2024-2025
Grade: Kindergarten
School Enrollment this Grade: 50
State Enrollment this Grade (Public School): 535447

Vaccine Name	School Percent	State Percent
DTP/DTaP/DT/Td	100	99
Hepatitis A	100	99
Hepatitis B	100	100
MMR (2 doses)	100	99
Polio	100	99
Varicella	100	99

School Compliance

Comparison with State Percentages

TORNILLO ISD
P O BOX 170 - TORNILLO, TX 79853

School Type: Public School
School Year: 2024-2025
Grade: Seventh Grade
School Enrollment this Grade: 51
State Enrollment this Grade (Public School): 574978

Vaccine Name	School Percent	State Percent
Hepatitis A	100	100
Hepatitis B	100	100
Meningococcal	100	99
MMR (2 doses)	100	100
Polio	100	100
Tdap/Td#	100	99
Varicella (2 doses)	100	100

Annual Report of Immunization Status
For School Year 2024-2025

Name :TORNILLO ISD
Address: P O BOX 170 , TORNILLO, TX 79853

Facility ID : 9071908000

District Information

Completed By : Linda Rivero

Title : District Nurse

What is the total # of students in your District with at least one conscientious exemption? 0
What is your total District enrollment? 700

Kindergarten

What is the total # of schools with this grade? 1
What is the total enrollment for this grade? 50
What is the total # of students in this grade with at least one conscientious exemption? 0
What is the total # of students in this grade with at least one medical exemption? 0
What is the total # of students in this grade with a conscientious exemption to all vaccines? 0
What is the total # of students in this grade with a medical exemption to all vaccines? 0
What is the total # of students in this grade without an immunization record? (Do not include students from 2d above) 0
What is the total # of students in this grade provisionally enrolled? 0

Vaccine	# Students Current		# Students Exempt Official State of Texas Form	# Students Exempt Statement from Health Care Provider	Students Not Current	History Illness	Total from columns 1-6
	Up-to-Date	Provisional	Conscientious	Medical	Delinquent		
DTP/DTaP/DT/Td	50	0	0	0	0	0	50
Hepatitis A	50	0	0	0	0	0	50
Hepatitis B	50	0	0	0	0	0	50
MMR (2 doses)	50	0	0	0	0	0	50
Polio	50	0	0	0	0	0	50
Varicella	50	0	0	0	0	0	50

Seventh Grade

What is the total # of schools with this grade? 1
What is the total enrollment for this grade? 51
What is the total # of students in this grade with at least one conscientious exemption? 0
What is the total # of students in this grade with at least one medical exemption? 0
What is the total # of students in this grade with a conscientious exemption to all vaccines? 0
What is the total # of students in this grade with a medical exemption to all vaccines? 0
What is the total # of students in this grade without an immunization record? (Do not include students from 2d above) 0
What is the total # of students in this grade provisionally enrolled? 0

Vaccine	# Students Current		# Students Exempt Official State of Texas Form	# Students Exempt Statement from Health Care Provider	Students Not Current	History Illness	Total from columns 1-6
	Up-to-Date	Provisional	Conscientious	Medical	Delinquent		
Hepatitis A	51	0	0	0	0	0	51
Hepatitis B	51	0	0	0	0	0	51
Meningococcal	51	0	0	0	0	0	51
MMR (2 doses)	51	0	0	0	0	0	51
Polio	51	0	0	0	0	0	51
Tdap/Td#	51	0	0	0	0	0	51
Varicella (2 doses)	50	0	0	0	0	1	51



Technology Department

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

ARTICLE

Policy Alert: Applications on District-Owned Electronic Devices

Wednesday, November 6, 2024



The 88th Legislature passed Senate Bill 1893 prohibiting the use of certain social media applications and services on governmental entity electronic devices. SB 1893 created Government Code Chapter 620, which requires governmental entities to ban “covered applications,” including the social media service TikTok and any applications or services developed or provided by the company ByteDance Limited. The bill also directed the Texas Department of Information Resources (DIR) and the Texas Department of Public Safety to develop a model policy for the prohibition of covered applications.

Governmental entities, as defined by Government Code Chapter 620, have until November 20, 2024, to adopt their own “policy” relating to covered applications. DIR recently published the Model Covered Applications and Prohibited Technology Policy, which can be found on the [DIR website](#).

TASB Policy Service recommends developing an administrative regulation in compliance with SB 1893 before the November 20, 2024, deadline. The DIR model policy can be treated like an administrative regulation and does not require board approval.

Policy CQC(LEGAL) already includes provisions relating to these types of applications on district-owned devices. However, if your district wishes to address this matter in local policy, your policy consultant can provide sample language that can be adopted by your school board.

Need help?

If you have any questions or would like sample local policy language, please contact your [policy consultant](#) at 800-580-7529.

Was this article helpful?



- [Policy & Governance](#)
- [Team of Eight](#)
- [Policy Alert](#)
- [Policy Update](#)
- [Technology](#)

Policy Service

TASB Policy Service provides timely, expert, and cost-effective development and updating of board policy and administrative regulations.





Model Security Plan for Prohibited Technologies

Date: Jan 26, 2023

Version: 1.0

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INTRODUCTION

BACKGROUND:

On December 7, 2022, Governor Greg Abbott required (https://gov.texas.gov/uploads/files/press/State_Agencies_Letter_1.pdf) all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices they use to conduct state business.

SCOPE:

This plan applies to all state agencies and institutions of higher education (IHEs), including their employees, contractors, interns, or any users of state-owned networks. Each agency is responsible for the implementation of the plan as outlined in this document, including any changes to meet specific agency needs.

OBJECTIVES

To protect the State's sensitive information and critical infrastructure from technology that poses a threat to the State of Texas, this plan outlines the following objectives for each agency:

1. Ban and prevent the download or use of prohibited technologies on any state-issued device. This includes all state-issued cell phones, laptops, tablets, desktop computers, and other devices of capable of internet connectivity. Each agency's IT department must strictly enforce this ban.
2. Prohibit employees or contractors from conducting state business on prohibited technology-enabled personal devices.
3. Identify sensitive locations, meetings, or personnel within an agency that could be exposed to prohibited technology-enabled personal devices. Prohibited technology-enabled personal devices must be prohibited from entering or being used in these sensitive areas.

4. Implement network-based restrictions to prevent the use of prohibited technologies on agency networks by any device.
5. Coordinate the incorporation of other technology providers as necessary, including any apps, services, hardware, or software that pose a threat to the State's sensitive information and critical infrastructure into this plan.

STATE AGENCY SECURITY PLAN

OBJECTIVE 1: PROHIBIT THE DOWNLOAD AND USE OF PROHIBITED TECHNOLOGIES ON ANY STATE-ISSUED DEVICE.

Prohibited technologies shall not be downloaded or used on any state-issued device. This includes all state-issued cell phones, laptops, tablets, desktop computers, or any other devices of capable of internet connectivity. Each agency must strictly enforce this objective.

To achieve this security plan objective, agencies must implement the following:

1. Agencies must identify, track, and control state-owned devices to prohibit the installation of or access to all prohibited technologies. This includes the various applications for mobile, desktop, or other internet capable devices.
2. Determine if prohibited technologies have been downloaded on state-issued devices. If so, the agency must remove the application from those devices immediately unless an exception has been granted in writing by the agency head and reported to DIR.
3. Configure agency network firewall(s) to block prohibited domains on both the local network and virtual private network (VPN).
4. Manage all state-issued mobile devices by implementing the security controls listed below:
 - a. Restrict access to "app stores" or non-authorized software repositories to prevent the installation of unauthorized applications.
 - b. Maintain the ability to remotely wipe non-compliant or compromised mobile devices.
 - c. Maintain the ability to remotely uninstall un-authorized software from mobile devices.

- d. Deploy secure baseline configurations, for mobile devices, as determined by the agency.

OBJECTIVE 2: PROHIBIT EMPLOYEES AND CONTRACTORS FROM CONDUCTING STATE BUSINESS ON PROHIBITED TECHNOLOGY-ENABLED PERSONAL DEVICES.

In addition to preventing the use of prohibited technologies on state-issued devices, agencies must prohibit employees and contractors from using prohibited technology-enabled personal devices to conduct state business. State business includes accessing any state-owned data, applications, email accounts, or non-public facing communications. Examples of state network resources include state email, VoIP, SMS, video conferencing, CAPPs, Texas.gov, and any other state databases or applications.

If an agency has a justifiable need to allow the use of personal devices to conduct state business, the agency may establish a "Bring Your Own Device" (BYOD) program with the following considerations:

- a. Ability to manage lost, stolen, or unauthorized devices;
- b. Prevent the installation of banned or unauthorized software;
- c. Prevent the use of unsecure public networks;
- d. Manage open records, confidentiality, and privacy-related issues;
- e. Ability to create a guest security profile that prevents prohibited technologies from communicating or being downloaded while that security profile is in use; and
- f. Ability to remove all state-related business and applications from the personal device before removing the security profile or un-enrolling the device from the BYOD program.

OBJECTIVE 3: IDENTIFY SENSITIVE LOCATIONS, MEETINGS, AND PERSONNEL WITHIN AN AGENCY THAT COULD BE EXPOSED TO PROHIBITED TECHNOLOGY-ENABLED PERSONAL DEVICES.

1. Agencies must identify, catalog, and label sensitive locations within the agency. A sensitive location is any location, physical, or logical (such as video conferencing, or electronic meeting rooms) that is used to discuss confidential or sensitive information, including information technology configurations, criminal justice

information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

2. Agencies must indicate when someone is entering a sensitive location. Physical locations should have exterior signage, and electronic meetings should be labeled.
3. Unauthorized devices, such as personal cell phones, tablets, or laptops, may not enter sensitive locations. This includes any electronic meeting labeled as a sensitive location. Locked storage areas that prevent external communications with the devices stored within may be placed outside of sensitive locations to temporarily hold unauthorized devices when entering a sensitive location.
4. Visitors granted access to secure locations are subject to the same limitations as contractors and employees on unauthorized personal devices when entering secure locations. Agencies are responsible for securing sensitive areas.

OBJECTIVE 4: IMPLEMENT NETWORK-BASED RESTRICTIONS TO PREVENT THE USE OF PROHIBITED TECHNOLOGIES ON AGENCY NETWORKS BY ANY PROHIBITED TECHNOLOGY-ENABLED PERSONAL DEVICE.

DIR Cyber Operations has blocked access to prohibited technologies on the state network. To ensure multiple layers of protection, agencies must also implement additional network-based restrictions to prevent communication with prohibited internet services:

1. Agencies must configure firewalls to block access to statewide prohibited services on all agency technology infrastructures, including local networks, WAN, and VPN connections.
2. Agencies must prohibit personal devices with prohibited technologies installed from connecting or attempting to connect to agency or state technology infrastructure or state data.
3. Agencies may provide access to prohibited technologies through a separate network, with the approval of the agency head.

OBJECTIVE 5: COORDINATE THE INCORPORATION OF ANY ADDITIONAL TECHNOLOGY THAT POSES A THREAT TO THE STATE’S SENSITIVE INFORMATION AND CRITICAL INFRASTRUCTURE INTO THIS PLAN.

To provide protection against ongoing and emerging technology threats to the state’s sensitive information and critical infrastructure, technologies will be regularly monitored and evaluated for inclusion into this plan.

1. DPS and DIR will evaluate and monitor technologies that pose a threat to state sensitive information and critical infrastructure. They will provide recommendations to state leaders on technologies that should be blocked or prohibited statewide.
2. DIR will host a site (<https://dir.texas.gov/information-security/prohibited-technologies>) that lists all technologies including apps, software, hardware, or technology providers that are prohibited. New technologies will be added to the list after consultation between DIR and DPS.
3. DIR will notify agencies in the event the list is amended.
4. It is the responsibility of each agency to implement the removal and prohibition of any offending technology.
5. The prohibited technologies list current as of January 23, 2023, can be found in Addendum A.

EXCEPTIONS

Exceptions may only be approved by the head of the agency to enable law-enforcement investigations or other legitimate business uses. This authority may not be delegated. All approved exceptions to allow the use of a prohibited technology must be reported to DIR.

Devices granted an exception should only be used for the specific use case in which the exception was granted and only used on non-state or specifically designated separate networks. If possible, cameras and microphones should be disabled on those devices when not in active use for their intended purpose.

For personal devices used for state business, exceptions should be limited to extenuating circumstances and only granted for a pre-defined period of time.

IHEs may include an exception to accommodate student use of a state email address provided by the university in the policy submitted to DPS. Any such exception shall be restricted to student's use of a personal device that is privately owned or leased by the student or a member of the student's immediate family, and shall include network security considerations to protect the IHE network and data from traffic related to prohibited technologies.

PLAN COMPLIANCE

Each agency is required to develop its own security policy to support the implementation of this plan. This policy must be submitted by February 15, 2023 to the Department of Public Safety by uploading the document to the SPECTRIM portal. The SPECTRIM portal will be configured to receive these policies by February 1, 2023.

ADDENDUM A

The up-to-date list of prohibited technologies is published at <https://dir.texas.gov/information-security/prohibited-technologies>. The following list is current as of January 23, 2023.

Prohibited Software/Applications/Developers

- TikTok
- Kaspersky
- ByteDance Ltd.
- Tencent Holdings Ltd.
- Alipay
- CamScanner
- QQ Wallet
- SHAREit
- VMate
- WeChat
- WeChat Pay
- WPS Office
- Any subsidiary or affiliate of an entity listed above.

Prohibited Hardware/Equipment/Manufacturers

- Huawei Technologies Company
- ZTE Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company
- SZ DJI Technology Company
- Hytera Communications Corporation
- Any subsidiary or affiliate of an entity listed above.



Tornillo ISD

Covered Applications and Prohibited Technology Policy

Date: November 7, 2024

Version: 1.0

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1.0 INTRODUCTION

1.1 PURPOSE

On December 7, 2022, Governor Greg Abbott required all state agencies to ban the video-sharing application TikTok from all state-owned and state-issued devices and networks over the Chinese Communist Party's ability to use the application for surveilling Texans. Governor Abbott also directed the Texas Department of Public Safety (DPS) and the Texas Department of Information Resources (DIR) to develop a plan providing state agencies guidance on managing personal devices used to conduct state business. Following the issuance of the Governor's directive, the 88th Texas Legislature passed [Senate Bill 1893](#), which prohibits the use of covered applications on governmental entity devices.

As required by the Governor's directive and Senate Bill 1893, this model policy establishes a template that entities subject to the directive or bill may mimic to prohibit the installation or use of covered applications or prohibited technologies on applicable devices.

1.2 SCOPE AND APPLICATION

Due to distinctions in requirements between the Governor's directive and SB 1893, Sections 2 and 3 apply to distinct organizations. Where appropriate, each section will identify the unique entities to whom the section applies and the appropriate definitions.

Governmental entities, including local governments, must adopt a covered applications policy as described by [Section 2.0](#).

State agencies to whom the Governor issued his December 7, 2022, directive must adopt a prohibited technology policy as described by [Section 3.0](#). To the extent a state agency is also subject to the requirements of Senate Bill 1893, that agency must also adopt a covered applications policy as described by [Section 2.0](#).

2.0 COVERED APPLICATIONS POLICY FOR GOVERNMENTAL ENTITIES

2.1 SCOPE AND DEFINITIONS

Pursuant to Senate Bill 1893, governmental entities, as defined below, must establish a covered applications policy:

- A department, commission, board, office, or other agency that is in the executive or legislative branch of state government and that was created by the constitution or a statute, including an institution of higher education as defined by Education Code Section 61.003.
- The supreme court, the court of criminal appeals, a court of appeals, a district court, or the Texas Judicial Council or another agency in the judicial branch of state government.
- A political subdivision of this state, including a municipality, county, or special purpose district.

This policy applies to all Tornillo ISD full- and part-time employees, contractors, paid or unpaid interns, and other users of government networks. All Tornillo ISD employees are responsible for complying with this policy.

A covered application is:

- The social media service TikTok or any successor application or service developed or provided by ByteDance Limited, or an entity owned by ByteDance Limited.
- A social media application or service specified by proclamation of the governor under Government Code Section 620.005.

2.2 COVERED APPLICATIONS ON GOVERNMENT-OWNED OR LEASED DEVICES

Except where approved exceptions apply, the use or installation of covered applications is prohibited on all government-owned or -leased devices, including cell phones, tablets, desktop and laptop computers, and other internet-capable devices.

Tornillo ISD will identify, track, and manage all government-owned or -leased devices including mobile phones, tablets, laptops, desktop computers, or any other internet-capable devices to:

- a. Prohibit the installation of a covered application.
- b. Prohibit the use of a covered application.
- c. Remove a covered application from a government-owned or -leased device that was on the device prior to the passage of S.B. 1893 (88th Leg, R.S.).
- d. Remove an application from a government-owned or -leased device if the Governor issues a proclamation identifying it as a covered application.

Tornillo ISD will manage all government-owned or leased mobile devices by implementing the security measures listed below:

- a. **Restrict access to “app stores” or unauthorized software repositories to prevent the installation of unauthorized applications.**
- b. **Maintain the ability to remotely wipe non-compliant or compromised mobile devices.**
- c. **Maintain the ability to remotely uninstall unauthorized software from mobile devices.**
- d. **Other Governmental Entity-implemented security measures.**

2.3 ONGOING AND EMERGING TECHNOLOGY THREATS

To provide protection against ongoing and emerging technological threats to the government's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional social media applications or services that pose a risk to this state.

DIR will annually submit to the Governor a list of social media applications and services identified as posing a risk to Texas. The Governor may proclaim items on this list as covered applications that are subject to this policy.

If the Governor identifies an item on the DIR-posted list described by this section, then **Tornillo ISD** will remove and prohibit the covered application.

Tornillo ISD may also prohibit social media applications or services in addition to those specified by proclamation of the Governor.

2.4 BRING YOUR OWN DEVICE POLICY

If **Tornillo ISD** has a "Bring Your Own Device" (BYOD) program, then the

Tornillo ISD may consider prohibiting the installation or operation of covered applications on employee-owned devices that are used to conduct government business.

2.5 COVERED APPLICATION EXCEPTIONS

Tornillo ISD may permit exceptions authorizing the installation and use of a covered application on government-owned or -leased devices consistent with the authority provided by Government Code Chapter 620.

Government Code Section 620.004 only allows **Tornillo ISD** to install and use a covered application on an applicable device to the extent necessary for:

- (1) Providing law enforcement; or
- (2) Developing or implementing information security measures.

If **Tornillo ISD** authorizes an exception allowing for the installation and use of a covered application, **Tornillo ISD** must use measures to mitigate the risks posed to the state during the application's use **including**:

- **Measures that the Tornillo ISD deems appropriate for its own policy.**

Tornillo ISD must document whichever measures it took to mitigate the risks posed to the state during the use of the covered application.

3.0 PROHIBITED TECHNOLOGY POLICY FOR STATE AGENCIES

3.1 SCOPE

This policy applies to all state agencies to whom the Governor issued his December 7, 2022, [directive](#). This policy applies to all **Tornillo ISD** employees, including interns and apprentices, contractors, and users of state networks. All **Tornillo ISD** employees, contractors, and state network users to whom this policy applies are responsible for complying with these requirements and prohibitions.

3.2 STATE AGENCY-OWNED DEVICES

Except where approved exceptions apply, the use or download of prohibited applications or websites is prohibited on all state-owned devices, including cell phones, tablets, desktop and laptop computers, and other internet capable devices.

The **Tornillo ISD** must identify, track, and control state-owned devices to prohibit the installation of or access to all prohibited applications. This includes the various prohibited applications made available through application stores for mobile, desktop, or other internet capable devices.

The **Tornillo ISD** must manage all state-owned mobile devices by implementing the security controls listed below:

- a. Restrict access to “app stores” or nonauthorized software repositories to prevent the install of unauthorized applications.
- b. Maintain the ability to remotely wipe noncompliant or compromised mobile devices.
- c. Maintain the ability to remotely uninstall unauthorized software from mobile devices.
- d. Deploy secure baseline configurations for mobile devices as determined by **Tornillo ISD**

3.3 PERSONAL DEVICES USED FOR STATE AGENCY BUSINESS

Employees and contractors may not install or operate prohibited applications or technologies on any personal device that is used to conduct state business, which includes using the device to access any state-owned data, applications, email accounts, non-public facing communications, state email, VoIP, SMS, video conferencing, CAPPs, Texas.gov, and any other state databases or applications.

A state agency that authorizes its employees and contractors to use their personal devices to conduct state business must also establish a "Bring Your Own Device" (BYOD) program. If an employee or contractor has a justifiable need to allow the use of personal devices to conduct state business, the employee or contractor must ensure that their device complies with Tornillo ISD BYOD program, which may include proactive enrollment in the program.

Tornillo ISD BYOD program prohibits an employee or contractor from enabling prohibited technologies on personal devices enrolled in the Tornillo ISD program.

3.4 SENSITIVE LOCATIONS

Tornillo ISD identify, catalogue, and label all sensitive locations. A sensitive location is any location, physical or logical (such as video conferencing, or electronic meeting rooms), that is used to discuss confidential or sensitive information including information technology configurations, criminal justice information, financial data, personally identifiable data, sensitive personal information, or any data protected by federal or state law.

An employee whose personal device, including their personal cell phone, tablet, or laptop, is not compliant with this prohibited technology policy may not bring their personal device into sensitive locations. This includes using their unauthorized personal device to access any electronic meeting labeled as a sensitive location.

Visitors granted access to sensitive locations are subject to the same limitations as employees and contractors. If a visitor is granted access to a sensitive location and their personal device has a prohibited application installed on it, then the visitor must leave their unauthorized personal device at an appropriate location that is not identified as sensitive.

3.5 NETWORK RESTRICTIONS

DIR has blocked access to prohibited technologies on the state network. To ensure multiple layers of protection, Tornillo ISD has also implemented additional network-based restrictions, which include:

- a. Configuring agency firewalls to block access to statewide prohibited services on all agency technology infrastructures, including local networks, WAN, and VPN connections.
- b. Prohibiting personal devices with prohibited technologies installed from connecting to agency or state technology infrastructure or state data.
- c. With the Tornillo ISD executive head's approval, providing a separate network that allows access to prohibited technologies with the approval of the executive head of the agency.

3.6 PROHIBITED TECHNOLOGIES EXCEPTIONS

Only the Tornillo ISD executive may approve exceptions to the ban on prohibited technologies. This authority may not be delegated. All approved exceptions to applications, software, or hardware included on the prohibited technology list must be reported to DIR.

Exceptions to the prohibited technology policy must only be considered when:

- the use of prohibited technologies is required for a specific business need, such as enabling criminal or civil investigations; or
- for sharing of information to the public during an emergency.

For personal devices used for state business, exceptions should be limited to extenuating circumstances and only granted for a predefined period of time. To the extent practicable or possible, exception-based use should only be performed on devices that are not used for other state business and on non-state networks, and the user should disable cameras and microphones on devices authorized for exception-based use.

3.7 BRING YOUR OWN DEVICE POLICY FOR A GOVERNMENTAL ENTITY NOT SUBJECT TO THE GOVERNOR'S PROHIBITED TECHNOLOGY DIRECTIVE

If a Tornillo ISD is not subject to the Governor's prohibited technology directive but is subject to Senate Bill 1893, it may also consider prohibiting the installation or operation of prohibited technologies and covered applications on employee-owned devices that are used to conduct government business.

If **Tornillo ISD** has a "Bring Your Own Device" (BYOD) program, then the **Tornillo ISD** shall institute a "Bring Your Own Device" (BYOD) policy requiring the enrollment of these personal devices in the entity's program before their continued use in conducting governmental business.

3.8 ONGOING AND EMERGING TECHNOLOGY THREATS PURSUANT TO THE GOVERNOR'S DIRECTIVE

To provide protection against ongoing and emerging technological threats to the state's sensitive information and critical infrastructure, DPS and DIR will regularly monitor and evaluate additional technologies posing concerns for inclusion in this policy.

DIR posts the list of all prohibited technologies, including applications, software, hardware, or technology providers, to its website. If, after consultation between DIR and DPS, a new technology must be added to this list, DIR will update the prohibited technology list posted on its website.

Tornillo ISD will implement the removal and prohibition of any listed technology on all applicable devices. Tornillo ISD may prohibit other technological threats in addition to those on the posted list should Tornillo ISD determine that such prohibition is appropriate.

4.0 POLICY COMPLIANCE

All Tornillo ISD employees shall sign a document annually confirming their understanding of the agency's covered applications and prohibited technology policies. Governmental entities that are subject to Senate Bill 1893 but not subject to the Governor's December 07, 2022, directive may elect not to require employees to complete an annual certification.

Tornillo ISD will verify compliance with this policy through various methods, including but not limited to, IT/security system reports and feedback to leadership.

An employee found to have violated this policy may be subject to disciplinary action, including termination of employment.

5.0 POLICY REVIEW

This policy will be reviewed **annually** and updated as necessary to reflect changes in state law, additions to applications identified under Government Code Section 620.006, updates to the prohibited technology list posted to DIR's website, or to suit the needs of **Tornillo ISD**.



RE: Fw: Policy Alert: Policy on Covered Applications on District Devices

From Escarsega, Christopher <EscarsegaC@tisd.us>

Date Thu 11/7/2024 11:40 AM

To Steve Sinor <steve@solidborder.com>; Garcia, Carlos <GarciaC@tisd.us>

Some were already being block I added the others and tested, and they are now being block.

TikTok **Yes**

• Kaspersky **Yes**

• ByteDance Ltd. **Just added now**

• Tencent Holdings Ltd. **Just added now**

• Alipay **Just added now**

• CamScanner **Yes**

• QQ Wallet **Yes**

• SHAREit **Yes**

• VMate **Yes**

• WeChat **Yes**

• WeChat Pay **Yes**

• WPS Office **Yes**

From: Steve Sinor <steve@solidborder.com>

Sent: Thursday, November 7, 2024 9:54 AM

To: Garcia, Carlos <GarciaC@tisd.us>

Cc: Escarsega, Christopher <EscarsegaC@tisd.us>

Subject: Re: Fw: Policy Alert: Policy on Covered Applications on District Devices

CAUTION: This email originated from outside TISD organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

The following applications need to be added to your Application Block List to ensure that everything is blocked. I believe there are a few in this list that are new, so you need to check your list:

Alipay

tencent (2 apps)

wechat (several apps)

QQ (multiple apps, but not "wallet", you should probably just block all of QQ to be safe, it is a Chinese chat app so you probably don't need it)

Kaspersky (3 apps, at least one is probably new)

Dahua

Huawei

Hikvision (2 apps)

The rest of the list should already be applied to your firewall (URLs, IPs, etc)



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3026
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



Waivers

2024-2025 Application for Bilingual Exception / ESL Waiver

Waiver ID: 79796

Application Information

Category: General	Creator: Lizeth Carroll, District Editor	Status: Submitted to TEA
Creation Date: 10/30/2024	Approving Superintendent: Rosa Vega-Barrio	Assigned To:
Creator Email: carrolll@tisd.us	Approving Superintendent Email: rvegab@tisd.us	

LEA Contact

Full Name: Lizeth Carroll
Phone: (915) 765-3050
Email: carrolll@tisd.us

LEA Information

LEA: TORNILLO ISD (071908)
Address: P O BOX 170, TORNILLO, TX 79853-0170
Phone: (915) 765-3000

HR Director Contact

Full Name: Lizeth Carroll
Phone: (915) 765-3050
Email: carrolll@tisd.us

Special Instructions

A Local Education Agency (LEA), including school districts, open-enrollment charters, and districts of innovation are required to identify and serve emergent bilingual (EB) students through bilingual education, per Texas Administrative Code (TAC) §89.1205. If the LEA does not have the appropriately certified educators for their required bilingual or English as a second language (ESL) program, they will file the applicable bilingual exception or ESL waiver for the teachers and students impacted, per 19 TAC §89.1207.

This is a one-year provisional measure taken to report the current needs of the district and to specify the actions to be taken in order to secure the appropriately certified staff, provide training and support to the teachers under the exception/waiver, and verify the implementation of temporary alternative methods that meet the affective, linguistic, and cognitive needs of the emergent bilingual students and align as closely as possible to the required bilingual or ESL program. The district's bilingual/ESL program contact and/or the human resource contact person may complete and submit the exception/waiver application. The application includes a verification that the superintendent has reviewed and approved the application.

- The Alternative Methods Description shall include how the district is going to align the temporary methods as closely as possible to the required bilingual/ESL program to meet the affective, linguistic, and cognitive needs of EB students. Describe the activities and how they will aim to meet the expected goal during this year's cyclical process.
- The Action Plan shall include 3-5 measurable targeted activities planned for the school year to recruit, hire, and retain the appropriate certified teachers. A description of the activity and the goal will be included with the expected completion date during this year's cyclical process.
- The Comprehensive Professional Development Plan will include how the district plans to use the 10% of the Bilingual Education Allotment (BEA) funds to prepare teachers under an exception or waiver with high-impact professional learning opportunities during this year's cyclical process.

To submit your Bilingual Exception/ESL Waiver Application you must provide the district Information on the TEAL Dashboard, including the Alternative Methods Description, a Comprehensive Professional Development Plan, and the Action Plan to actively recruit and retain bilingual/ESL teachers to avoid filing for a Bilingual Exception and/or ESL Waiver in subsequent years.

▲ **Alternative Methods and Recruiting Activities**

1. BILINGUAL PROGRAM ALTERNATIVE METHODS DESCRIPTION.

Describe how the district plans to align the temporary alternative methods as closely as possible to the required bilingual program to meet the affective, linguistic, and cognitive needs of EB students. Be sure to describe the activities and how they will aim to meet the expected goal during this year’s cyclical process.

All of the bilingual teachers are fluent in the second language and have close ties with the culture of the students as they also have Hispanic heritage. District wide, celebrations and customs from Hispanic and American cultures are acknowledged and observed to promote confidence and positive identity. Instruction is carefully planned to provide plenty of opportunities to practice the four language domains in both languages, following the District Dual language guidelines, to ensure that students master the required essential knowledge and skills and high order thinking skills. Educators use best practices and authentic literature to promote language development, collaboration, and high levels of engagement in both languages.

2. ESL PROGRAM ALTERNATIVE METHODS DESCRIPTION.

Describe how the district plans to align the temporary alternative methods as closely as possible to the required ESL program to meet the affective, linguistic, and cognitive needs of EB students. Be sure to describe the activities and how they will aim to meet the expected goal during this year’s cyclical process.

All of the ESL educators have close ties with the culture of the Emergent Bilingual students as they also have Hispanic heritage. District wide, celebrations and customs from Hispanic and American cultures are acknowledged and observed to promote confidence and positive identity. Instruction is carefully planned to provide plenty of opportunities to practice the four language domains to accelerate language acquisition and ensure that students master the required essential knowledge and skills and high order thinking skills. Educators use best practices to ensure comprehensive input and speaking opportunities are provided throughout the day to promote language development, collaboration, and high levels of engagement.

3. ACTION PLAN WITH TARGETED RECRUITING ACTIVITIES.

Describe the district's action plan for the current school year. The plan should include 3-5 measurable targeted activities the district will complete during the year to recruit, hire, and retain appropriately certified teachers. A description of the activity and goal will be included with the expected complete date during this year’s cyclical process. The activities should (1) demonstrate support for teachers seeking certification (2) reflect efforts to recruit certified teachers to the district, and (3) strengthen program implementation by preparing teachers under the bilingual exception or ESL waiver to better serve the needs of the district’s emergent bilingual students.

Book study during PLC's on strategies to deliver sheltered instruction and make input comprehensible with District Instructional Specialist for teachers of EB students. Provide information regarding TEA preparation courses to take bilingual, ESL exams. Continue offering/advertising bilingual,ESL stipend of 3,000, and reimbursing test registration fees if getting a passing score. In collaboration with local university to house student teacher-residents that will graduate with a bilingual certification. Support paraprofessionals employees to culminate their bachelors degree as bilingual teachers.

4. COMPREHENSIVE PROFESSIONAL DEVELOPMENT PLAN.

Include how the district plans to use the 10% of the Bilingual Education Allotment (BEA) funds to prepare teachers under an exception or waiver with high-impact professional learning opportunities during this year’s cyclical process.

Collaboration with Seidlitz Education to deliver a training on Navigating the ELPS along with materials to build capacity amongst teachers on strategies to develop and strengthen students acquisition of the English language. Collaboration with external contractor to train teachers in need to get Bilingual/ESL certification as well as for teachers who are interested in obtaining such certification.

Summary

BIL Exception

Campus Name	Language	Number Of	All Grades	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Program Models	Explanation		
TORNILLO INT	Spanish	Students		0	2	15	2	1	0	27	0	0	0	0	0	0	0				
		Classrooms		0	1	1	1	1	0	3	0	0	0	0	0	0	0	0			
		Teachers		0	1	1	1	1	0	2	0	0	0	0	0	0	0	0			
		Teacher Name	Perla Arras		✓		✓	✓											Dual Language Immersion One-Way	NA	
		Teacher Name	Rivera Maira			✓															
		Teacher Name	Lilia Delgado							✓											
		Teacher Name	Peter Anguiano							✓											
		Teacher Name	Unknown		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0		

ESL Waiver

Campus Name	Number Of	All Grades	PK	K	1	2	3	4	5	6	7	8	9	10	11	12	Program Models	Explanation		
TORNILLO J H	Students		0	0	0	0	0	0	0	19	0	0	0	0	0	0				
	Classrooms		0	0	0	0	0	0	0	2	0	0	0	0	0	0				
	Teachers		0	0	0	0	0	0	0	1	0	0	0	0	0	0		Pull-Out ESL	NA	
	Teacher Name	Lilia Delgado								✓										
	Teacher Name	Unknown		0	0	0	0	0	0	0	0	0	0	0	0	0	0			
	Students		0	0	0	0	0	0	0	0	0	0	0	0	16	5	20			
	Classrooms		0	0	0	0	0	0	0	0	0	0	0	0	5	1	3			
	Teachers		0	0	0	0	0	0	0	0	0	0	0	0	2	1	2			
	TORNILLO H S	Teacher Name	Elvia Hernandez												✓				Pull-Out ESL	NA
		Teacher Name	Fallon ontiveros												✓		✓			
Teacher Name		Jorge Torres													✓	✓				

LEA Attachments (0)

There are no LEA attachments.

**Finance Department**

19200 Cobb Street

Tornillo, TX 79853

Phone 915.765.3010

Fax 915.765.3099

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M. Guerra, Director of Finance
Subject: FIRST Ratings
Date: November 20, 2024

HISTORY:

The state's school financial accountability rating system, known as the School Financial Integrity Rating System of Texas (FIRST), ensures that Texas public schools are held accountable for the quality of their financial management practices and that they improve those practices. The system is designed to encourage Texas public schools to better manage their financial resources to provide the maximum allocation possible for direct instructional purposes.

RATIONALE:

The Financial Integrity Ratings are based on an analysis of the district's financial data for fiscal year 2023 (the fiscal period ended August 31, 2023). Ratings are determined using the financial indicators specified in 19 Texas Administrative Code (TAC) §109.1001.

BUDGET IMPACT:

N/A

ADMINISTRATIVE RECOMMENDATION:

None required; this is for information purposes only.

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

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

Financial
Integrity
Rating
System of
Texas

November 20, 2024





Required Reporting

- 2023-2024 Ratings are based on 2022-2023 School Year Data
- Within two months of the release of the final School FIRST rating TISD must:
 - Announce and hold a public meeting (Wednesday, November 20th)
 - Public Notice to inform taxpayers of the meeting must be published no more than 30 days and no fewer than 10 days before the public meeting (Monday, November 7th)
 - Present a financial management report that explains the district's rating and performance under each indicator for current and previous year's rating
 - Provide additional disclosures related to the Superintendent and Board Members



Determination of Rating

District must answer “Yes” to indicators 1 through 5.

Indicators 6 through 20 are worth up to 10 points each.

2023-2024 Ratings

A – SUPERIOR ACHEIVEMENT	90 – 100 POINTS
B - ABOVE STANDARD	80 – 89 POINTS
C - MEETS STANDARD	70 – 79 POINTS
F - SUBSTANDARD ACHIEVEMENT	<70 POINTS

	2023/24	2022/23
PASS	70 Points	70 Points
TISD Score	84 of 100	96 of 100

B – Above Standard



ANNUAL FINANCIAL MANAGEMENT REPORT



REQUIRED DISCLOSURES

TORNILLO INDEPENDENT SCHOOL DISTRICT School FIRST Annual Financial Management Report

Title 19 Texas Administrative Code Chapter 109, Budgeting, Accounting, and Auditing Subchapter AA, Commissioner's Rules Concerning Financial Accountability Rating System, Section 109.1001 (o). Effective 8/6/2015. The template has been established to help the districts in gathering their data and presenting it at their School FIRST hearing. The template may not be all inclusive.

Superintendent's Current Employment Contract

A copy of the superintendent's current employment contract at the time of the School FIRST hearing is to be provided. In lieu of publication in the annual School FIRST financial management report, the school district may chose to publish the superintendent's employment contract on the school district's Internet site.

If published on the Internet, the contract is to remain accessible for twelve months.

Link to Superintendent's Contract:

https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2089&FileName=00_Contract_-_Rosa_Vega-Barrio.pdf

Link to Superintendent's Contract 2nd Amendment:

https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2091&FileName=02_Second_Amendment_to_Superintendent_Contract.pdf

Link to Superintendent's Contract 3rd Amendment:

<https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=2271&FileName=210428%20Rosy%20Vega-Barrio%20Third%20Amendment.p>

Link to Superintendent's Contract 4th Amendment:

<https://www.tisd.us/site/handlers/filedownload.ashx?moduleinstanceid=2878&dataid=4043&FileName=220727%20Superintendent%20Contract%20Amendment.pdf>

Reimbursements Received by the Superintendent and Board Members

For the Twelve-Month Period
Ended August 31, 2024

Description of Reimbursements	2	5	1	3	4	6	7	
	Board Member Rosa I. Vega-Barrio	Board Member Marlene Bullard	Board Member Maria Kika Saldana	Board Member Ofelia Bosquez	Board Member Daniel Dozal	Board Member Hector Lopez	Board Member Ida Estrada	Board Member Enrique Vega
Meals	\$405.00	\$220.00	\$446.00	\$220.00	\$0.00	\$0.00	\$226.00	\$226.00
Lodging	2,011.74	727.92	1,536.76	727.92	0.00	0.00	808.84	1,073.56
Transportation	1,916.54	752.96	1,075.40	752.96	0.00	0.00	543.28	644.88
Motor Fuel	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Other	1,174.50	685.00	685.00	685.00	710.00	410.00	300.00	710.00
Total	\$5,507.78	\$2,385.88	\$3,743.16	\$2,385.88	\$710.00	\$410.00	\$1,878.12	\$2,654.44

All "reimbursements" expenses, regardless of the manner of payment, including direct pay, credit card, cash, and purchase order are to be reported. Items to be reported per category include:

Meals – Meals consumed out of town, and in-district meals at area restaurants (outside of board meetings, excludes catered board meeting meals).

Lodging - Hotel charges.

Transportation - Airfare, car rental (can include fuel on rental, taxis, mileage reimbursements, leased cars, parking and tolls).

Motor fuel – Gasoline.

Other: - Registration fees, telephone/cell phone, internet service, fax machine, and other reimbursements (or on-behalf of) to the superintendent and board member not defined above.



REQUIRED DISCLOSURES

Outside Compensation and/or Fees Received by the Superintendent for Professional Consulting and/or Other Personal Services

For the Twelve-Month Period
Ended August 31, 2024

<u>Name(s) of Entity(ies)</u>	<u>Amount Received</u>
None received	0
Total	<u>\$0.00</u>

Compensation does not include business revenues generated from a family business (farming, ranching, etc.) that has no relation to school district business.

Gifts Received by Executive Officers and Board Members (and First Degree Relatives, if any) (gifts that had an economic value of \$250 or more in the aggregate in the fiscal year)

For the Twelve-Month Period
Ended August 31, 2024

Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Rosa I. Vega-Barrio	Marlene Bullard	Maria Kika Saldana	Ofelia Bosquez	Daniel Dozal	Hector Lopez	Ida Estrada	Enrique Vega
Total	\$	\$	\$	\$	\$	\$	\$

Note – An executive officer is defined as the superintendent, unless the board of trustees or the district administration names additional staff under this classification for local officials.

Business Transactions Between School District and Board Members

For the Twelve-Month Period
Ended August 31, 2024

Superintendent	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member	Board Member
Rosa I. Vega-Barrio	Marlene Bullard	Maria Kika Saldana	Ofelia Bosquez	Daniel Dozal	Hector Lopez	Ida Estrada	Enrique Vega
Amounts	\$	\$	\$	\$	\$	\$	\$

Note - The summary amounts reported under this disclosure are not to duplicate the items disclosed in the summary schedule of reimbursements received by board members.



INDIVIDUAL INDICATORS 1-20
WITH TWO YEAR COMPARISON



INDICATOR # 1

Was the complete annual financial report (AFR) and data submitted to TEA within 30 days of the January 28 deadline?

2023/24	2022/23
Yes	Yes



INDICATOR #2

Was there an unmodified opinion in the AFR on the financial statements as a whole?

2023/24	2022/23
Yes	Yes



INDICATOR #3

Was the school district in compliance with the payment terms of all debt agreements at fiscal year end?

2023/24	2022/23
Yes	Yes



INDICATOR #4

Did the school district make timely payments to the Teachers Retirement System (TRS), Texas Workforce Commission (TWC), Internal Revenue Service (IRS), and other government agencies?

2023/24	2022/23
Yes	Yes



INDICATOR #5

Was the total net position in the governmental activities column in the Statement of Net Position (net of accretion of interest for capital appreciation bonds, net pension liability, and other post-employment benefits) greater than zero? (If it is not, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement, unless the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership. If the school district has an increase of students in membership over 5 years of 7 percent or more or 1,000 or more students in membership, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2023/24	2022/23
Passed	Not Scored ¹¹⁰



INDICATOR #6

Was the average change in (assigned and unassigned) fund balances over 3 years less than a 25 percent decrease or did the current year's assigned and unassigned fund balances exceed 75 days of operational expenditures?

2023/24	2022/23
Passed	Passed

-.0449 >=-0.25

(If the school district fails indicator 6, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)



INDICATOR #7

Was the number of days of cash on hand and current investments in the general fund for the school district sufficient to cover operating expenditures (excluding facilities acquisition and construction)?

2023/24	2022/23
10	10

<30 Days	0 POINTS
30-45 DAYS	2 POINTS
45-60 DAYS	4 POINTS
60-74 DAYS	6 POINTS
75-90 DAYS	8 POINTS
>=90 DAYS	10 POINTS

Days Cash on Hand	
2024/23	2022/23
167.60	187.04



INDICATOR #8

Was the measure of current assets to current liabilities ratio for the school district sufficient to cover short-term debt?

2023/24	2022/23
8	10

<1.00	0 POINTS
1.00 - 1.50	2 POINTS
1.50 - 2.00	4 POINTS
2.00 - 2.50	6 POINTS
2.50 - 3.00	8 POINTS
>=3.00	10 POINTS

Ratio	
2023/24	2022/23
2.6449	4.1699



INDICATOR #9

Did the school district's general fund revenues equal or exceed expenditures (excluding facilities acquisition and construction)?

If not, was the school district's number of days of cash on hand greater than or equal to 60 days?

2023/24	2022/23
10	10

$\geq 0\%$	10 POINTS
$< 0\%$	0 POINTS

Revenue > Expenses	
2023/24	2022/23
Revenue: 12,498,086 > Expenses: 13,943,503 Ratio: 0.8963	Revenue: 12,730,379 > Expenses: 12,978,384 Ratio: 0.9808
Days Cash on Hand 167.60	Days Cash on Hand 187.0477



INDICATOR #10

This indicator not scored.

2023/24	2022/23
Not Rated	Not Rated



INDICATOR #11

Was the ratio of long-term liabilities to total assets for the school district sufficient to support long-term solvency?

(If the school district's change of students in membership over 5 years was 10 percent or more, then the school district passes this indicator.)

2023/24	2022/23
10	10

>1.00	0 POINTS
0.90 - 1.00	2 POINTS
0.80 - 0.90	4 POINTS
0.70 - 0.80	6 POINTS
0.60 - 0.70	8 POINTS
<=0.60	10 POINTS

Ratio	
2023/24	2022/23
0.3841	0.4182



INDICATOR #12

Was the debt per \$100 of assessed property value ratio sufficient to support future debt repayments?

2023/24	2022/23
8	8

See ranges below in the Determination of Points section

>13.5	0 POINTS
11.5<=13.5	2 POINTS
10 <=11.5	4 POINTS
7 <=10	6 POINTS
4 <= 7	8 POINTS
<= 4	10 POINTS

Ratio	
2023/24	2022/23
5.4184	5.4158



INDICATOR #13

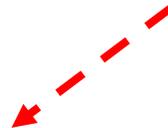
Was the school district's administrative cost ratio equal to or less than the threshold ratio?

2023/24	2022/23
8	8

ADA: 500 to 999

>0.2311	0 POINTS
0.2061- 0.2311	2 POINTS
0.1811 - 0.2061	4 POINTS
0.1561 - 0.1811	6 POINTS
0.1311 – 0.1561	8 POINTS
<=0.1311	10 POINTS

Ratio	
2023/24	2022/23
0.1341	0.1468
ADA	ADA
768.325	814.549





INDICATOR #14

Did the school district not have a 15% decline in the students to staff ratio over 3 years (total enrollment to total staff)?

(If the student enrollment did not decrease, the school district will automatically pass this indicator.)

2023/24	2022/23
10	Not Rated

Yes	10 POINTS
No	0 POINTS

Ratio	
2023/24	2022/23
Yes -0.106 > -0.15	Not Rated
Passed	Not Rated



INDICATOR #15

Not Rated

2023/24	2022/23
Not Rated	Not Rated



INDICATOR #16

- Did the comparison of Public Education Information Management System (PEIMS) data to like information in the school district's AFR result in a total variance of less than 3 percent of all expenditures by function?

(If the school district fails indicator 16, the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2023/24	2022/23
Passed	Passed



INDICATOR #17

Did the external independent auditor report that the AFR was free of any instance(s) of material weaknesses in internal controls over financial reporting and compliance for local, state, or federal funds?

(If the school district fails indicator 17, the maximum points and highest rating that the school district may receive is 79 points, C = Meets Standard Achievement.)

2023/24	2022/23
Passed	Passed



INDICATOR #18

Did the external independent auditor indicate the AFR was free of any instance(s) of material noncompliance for grants, contracts, and laws related to local, state, or federal funds?

2023/24	2022/23
0	10

Yes	10 POINTS
No	0 POINTS



INDICATOR #19

Did the school district post the required financial information on its website in accordance with Government Code, Local Government Code, Texas Education Code, Texas Administrative Code and other statutes, laws and rules that were in effect at the school district's fiscal year end?

2023/24	2022/23
5	5

Yes	5 POINTS
No	0 POINTS



INDICATOR #20

Did the school board members discuss any changes and or impacts to local, state, and federal funding at the school board meeting within 120 days before the district adopted its budget? (If the school district fails indicator 20 the maximum points and highest rating that the school district may receive is 89 points, B = Above Standard Achievement.)

2023/24	2022/23
Yes	Yes



QUESTIONS





MEMORANDUM

To: Board of Trustees
From: Mr. Carlos Garcia, Technology Director
Subject: Consider Approval to Purchase Dell Laptops for Students
Date: November 20, 2024

RATIONALE:

As part of our ongoing commitment to enhancing educational technology and providing our students with the tools they need for academic success, we are proposing a refresh cycle for the laptops used by 9th and 3rd grade students. This initiative aligns with our goals of maintaining up-to-date technology that supports innovative teaching and learning practices.

Purpose of the Laptop Refresh Cycle

- Enhance Learning Experiences:** In the rapidly evolving educational landscape, modern digital tools play a critical role in student engagement and achievement. The refresh cycle will ensure that our students have access to devices that are fast, reliable, and capable of supporting the latest educational software.
- Support Curriculum Needs:** The current laptops are reaching the end of their useful life in terms of hardware and software compatibility. A refresh will allow us to keep up with the curriculum requirements for both 9th and 3rd grade, where digital resources are becoming increasingly important.
- Improve Classroom Efficiency:** Devices that are faster, more secure, and more user-friendly will increase efficiency in classroom settings, ensuring that students spend more time learning and less time troubleshooting technical issues.

BUDGET IMPACT:

\$89,988.80 for the purchase of 110 Student Laptops. The Tech Lending Laso Grant will be used to purchase these laptops.

Account # 429-11-6395-14-999-11-0-00, and 429-41-6499-14-999-0-00

ADMINISTRATIVE RECOMMENDATION:

The proposed laptop refresh for 9th and 3rd grade students is essential to maintaining high standards of digital learning and ensuring students have the tools needed for success. By updating devices and including a five-year warranty, we are investing in their future, reducing long-term repair costs, and preparing them for the challenges of modern education. We respectfully request the Board's approval to proceed with this initiative.



Your quote is ready for purchase.

Complete the purchase of your personalized quote through our secure online checkout before the quote expires on **Dec. 05, 2024**.

You can download a copy of this quote during checkout.

[Place your order](#)

Quote Name:	Laptop Refresh 8th and 3rd 5yr PS+	Sales Rep	NORAHILDA MERCADO
Quote No. Total	3000183238521.2 \$89,988.80	Phone	1(800) 4563355, 18009993355
Customer #	1897105	Email	Norahilda_Mercado@Dell.com
Quoted On	Nov. 13, 2024	Billing To	ACCOUNTS PAYABLE
Expires by	Dec. 05, 2024		TORNILLO ISD
Contract Name	Texas Department of Information Resources (TX DIR)		P O BOX 170
Contract Code	C000000006841		TORNILLO, TX 79853-0170
Customer Agreement #	TX DIR-TSO-3763		
Deal ID	28253128		

Message from your Sales Rep

Please use the Order button to securely place the order with your preferred payment method online. You may contact your Dell sales team if you have any questions. Thank you for shopping with Dell.

Regards,
NORAHILDA MERCADO

Additional Comments

DELL BUSINESS CREDIT[^]: If your purchase qualifies for a promotional offer, the promotion will automatically be applied to this quote and will be reflected in your monthly statement. NO INTEREST IF PAID IN FULL WITHIN 90 DAYS; Available at time of purchase on (1) qualifying XPS, Latitude, OptiPlex, Precision, Vostro, Inspiron, G-Series \$699 or more, (2) Dell monitors \$199 or more and (3) PowerEdge, PowerVault and Dell Networking, when using Dell Business Credit on October 31, 2022 through November 27, 2022. Minimum purchase amount may be required. Minimum monthly payments are required but may not pay your purchase in full by the end of the promotional period due to purchase amount, promotion length, additional purchases or allocation of payments in excess of the minimum payment. Promotional offer is valid only when account remains in good standing. Accrued Finance Charges will be billed from the transaction posting date, if the purchase balance is not paid in full within 90 days. RESTRICTIONS; Assumes product is available. Any promotional offer is limited-time and intended for qualified customers. Offers, including those at Dell.com may vary, are subject to credit approval and may be changed without notice. PROMOTION DOES NOT INCLUDE printer cables, toner, warranty or any peripheral items. Refurbished and/or used purchases do not qualify for promotions. Promotional financing is made available to Dell Direct customers only and is not combinable with other Dell, DFS or other vendor offers.

Shipping Group

Shipping To

RECEIVING DEPT
TORNILLO ISD
19200 COBB ST
TORNILLO, TX 79853
(915) 765-3030

Shipping Method

Standard Delivery

Product	Unit Price	Quantity	Subtotal
Dell Latitude 3340	\$818.08	50	\$40,904.00
Dell Latitude 3340	\$818.08	60	\$49,084.80
Subtotal:			\$89,988.80
Shipping:			\$0.00
Non-Taxable Amount:			\$89,988.80
Taxable Amount:			\$0.00
Estimated Tax:			\$0.00
Total:			\$89,988.80

Prevent, respond and recover
from cyber threats

Managed Detection and Response Pro Plus

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Shipping Group Details

Shipping To

RECEIVING DEPT
TORNILLO ISD
19200 COBB ST
TORNILLO, TX 79853
(915) 765-3030

Shipping Method

Standard Delivery

		Unit Price	Quantity	Subtotal
Dell Latitude 3340		\$818.08	50	\$40,904.00
Estimated delivery if purchased today: Nov. 20, 2024 Contract # C000000006841 Customer Agreement # TX DIR-TSO-3763				
Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3340, BTX	210-BGCK	-	50	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	50	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	50	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	50	-
Integrated Intel Iris Xe Graphics for i5-1335U Processor with 8 GB LPDDR5 Memory for 2-in-1	338-CHJK	-	50	-
Intel® Rapid Storage Technology Driver	409-BCWZ	-	50	-
Intel vPro Management Disabled	631-BBBB	-	50	-
8 GB, LPDDR5, 4800 MT/s, integrated	370-BBGH	-	50	-
256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSX	-	50	-
2in1, 13.3" FHD 1920x1080, 60Hz, WVA/IPS, Touch, AG, 300 nit, NTSC 72%, Gorilla Glass, Pen Support	391-BHHD	-	50	-
English US backlit keyboard, 79-key	583-BHBS	-	50	-
Intel AX201/AX211 WLAN Driver	555-BJDS	-	50	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	50	-
3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBR	-	50	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	50	-
Palmrest, No Fingerprint Reader	346-BJBZ	-	50	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	50	-
E4 Power Cord 1M for US	450-AMEI	-	50	-
Quick Start Guide for 3340 2-in-1	340-DDPF	-	50	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	50	-
ENERGY STAR Qualified	387-BBLW	-	50	-
Fixed Hardware Configuration	998-HBSQ	-	50	-
Dell Additional Software	658-BFQB	-	50	-
Latitude 3340 2-in-1 Min Packaging, 65W, Type-C, WLAN AX201/AX211	340-DFXL	-	50	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	50	-
Windows AutoPilot	634-BBVG	-	50	-

Latitude 3340 Bottom Door	321-BJBK	-	50	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	50	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	50	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	50	-
Dell Limited Hardware Warranty	997-6727	-	50	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6748	-	50	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6757	-	50	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	50	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-6766	-	50	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6775	-	50	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	50	-
		Unit Price	Quantity	Subtotal
		\$818.08	60	\$49,084.80

Dell Latitude 3340

Estimated delivery if purchased today:

Nov. 20, 2024

Contract # C000000006841

Customer Agreement # TX DIR-TSO-3763

Description	SKU	Unit Price	Quantity	Subtotal
Dell Latitude 3340, BTX	210-BGCK	-	60	-
13th Gen Intel Core i5-1335U (12 MB cache, 10 cores, up to 4.60 GHz Turbo)	379-BFBK	-	60	-
Windows 11 Pro, English, Brazilian Portuguese PT-BR, French, Spanish	619-ARSB	-	60	-
Activate Your Microsoft 365 For A 30 Day Trial	658-BCSB	-	60	-
Integrated Intel Iris Xe Graphics for i5-1335U Processor with 8 GB LPDDR5 Memory for 2-in-1	338-CHJK	-	60	-
Intel® Rapid Storage Technology Driver	409-BCWZ	-	60	-
Intel vPro Management Disabled	631-BBBB	-	60	-
8 GB, LPDDR5, 4800 MT/s, integrated	370-BBGH	-	60	-
256 GB, M.2 2230, PCIe NVMe, SSD, Class 35	400-BOSX	-	60	-
2in1, 13.3" FHD 1920x1080, 60Hz, WVA/IPS, Touch, AG, 300 nit, NTSC 72%, Gorilla Glass, Pen Support	391-BHHD	-	60	-
English US backlit keyboard, 79-key	583-BHBS	-	60	-
Intel AX201/AX211 WLAN Driver	555-BJDS	-	60	-
Intel(R) Wi-Fi 6E (6 if 6E unavailable) AX211, 2x2, 802.11ax, Bluetooth Wireless Card	555-BHHU	-	60	-
3-cell, 54 Wh, ExpressCharge™ Capable, ExpressCharge™ Boost Capable	451-BDBR	-	60	-
65W AC adapter, USB Type-C, EcoDesign	492-BDMN	-	60	-
Palmrest, No Fingerprint Reader	346-BJBZ	-	60	-
Foxit PDF Editor with AI Assistant	634-CLHT	-	60	-
E4 Power Cord 1M for US	450-AMEI	-	60	-
Quick Start Guide for 3340 2-in-1	340-DDPF	-	60	-
SERI Guide (ENG/FR/Multi)	340-AGIK	-	60	-
ENERGY STAR Qualified	387-BBLW	-	60	-

Fixed Hardware Configuration	998-HBSQ	-	60	-
Dell Additional Software	658-BFQB	-	60	-
Latitude 3340 2-in-1 Min Packaging, 65W, Type-C, WLAN AX201/AX211	340-DFXL	-	60	-
POD Label, 100% tie to L10 BTS & BTP	389-EFCN	-	60	-
Windows AutoPilot	634-BRWG	-	60	-
Latitude 3340 Bottom Door	321-BJBK	-	60	-
FHD/IR Camera, Temporal Noise Reduction, Camera Shutter, Mic	319-BBIE	-	60	-
EPEAT 2018 Registered (Gold)	379-BDZB	-	60	-
Dell Limited Hardware Warranty Extended Year(s)	975-3461	-	60	-
Dell Limited Hardware Warranty	997-6727	-	60	-
ProSupport Plus: Accidental Damage Service, 5 Years	997-6748	-	60	-
ProSupport Plus: Keep Your Hard Drive, 5 Years	997-6757	-	60	-
ProSupport Plus: Next Business Day Onsite, 1 Year	997-6762	-	60	-
ProSupport Plus: Next Business Day Onsite, 4 Year Extended	997-6766	-	60	-
ProSupport Plus: 7x24 Technical Support, 5 Years	997-6775	-	60	-
Thank you for choosing Dell ProSupport Plus. For tech support, visit www.dell.com/contactdell or call 1-866-516-3115	997-8367	-	60	-

Subtotal:	\$89,988.80
Shipping:	\$0.00
Estimated Tax:	\$0.00
Total:	\$89,988.80

Important Notes

Terms of Sale

This Quote will, if Customer issues a purchase order for the quoted items that is accepted by Supplier, constitute a contract between the entity issuing this Quote ("Supplier") and the entity to whom this Quote was issued ("Customer"). Unless otherwise stated herein, pricing is valid for thirty days from the date of this Quote. All product, pricing and other information is based on the latest information available and is subject to change. Supplier reserves the right to cancel this Quote and Customer purchase orders arising from pricing errors. Taxes and/or freight charges listed on this Quote are only estimates. The final amounts shall be stated on the relevant invoice. Additional freight charges will be applied if Customer requests expedited shipping. Please indicate any tax exemption status on your purchase order and send your tax exemption certificate to Tax_Department@dell.com or ARSalesTax@emc.com, as applicable.

Governing Terms: This Quote is subject to: (a) a separate written agreement between Customer or Customer's affiliate and Supplier or a Supplier's affiliate to the extent that it expressly applies to the products and/or services in this Quote or, to the extent there is no such agreement, to the applicable set of Dell's Terms of Sale (available at www.dell.com/terms or www.dell.com/oemterms), or for cloud/as-a-Service offerings, the applicable cloud terms of service (identified on the Offer Specific Terms referenced below); and (b) the terms referenced herein (collectively, the "Governing Terms"). Different Governing Terms may apply to different products and services on this Quote. The Governing Terms apply to the exclusion of all terms and conditions incorporated in or referred to in any documentation submitted by Customer to Supplier.

Supplier Software Licenses and Services Descriptions: Customer's use of any Supplier software is subject to the license terms accompanying the software, or in the absence of accompanying terms, the applicable terms posted on www.Dell.com/eula. Descriptions and terms for Supplier-branded standard services are stated at www.dell.com/servicecontracts/global or for certain infrastructure products at www.dellemc.com/en-us/customer-services/product-warranty-and-service-descriptions.htm.

Offer-Specific, Third Party and Program Specific Terms: Customer's use of third-party software is subject to the license terms that accompany the software. Certain Supplier-branded and third-party products and services listed on this Quote are subject to additional, specific terms stated on www.dell.com/offeringspecificterms ("Offer Specific Terms").

In case of Resale only: Should Customer procure any products or services for resale, whether on standalone basis or as part of a solution, Customer shall include the applicable software license terms, services terms, and/or offer-specific terms in a written agreement with the end-user and provide written evidence of doing so upon receipt of request from Supplier.

In case of Financing only: If Customer intends to enter into a financing arrangement ("Financing Agreement") for the products and/or services on this Quote with Dell Financial Services LLC or other funding source pre-approved by Supplier ("FS"), Customer may issue its purchase order to Supplier or to FS. If issued to FS, Supplier will fulfill and invoice FS upon confirmation that: (a) FS intends to enter into a Financing Agreement with Customer for this order; and (b) FS agrees to procure these items from Supplier. Notwithstanding the Financing Agreement, Customer's use (and Customer's resale of and the end-user's use) of these items in the order is subject to the applicable governing agreement between Customer and Supplier, except that title shall transfer from Supplier to FS instead of to Customer. If FS notifies Supplier after shipment that Customer is no longer pursuing a Financing Agreement for these items, or if Customer fails to enter into such Financing Agreement within 120 days after shipment by Supplier, Customer shall promptly pay the Supplier invoice amounts directly to Supplier.

Customer represents that this transaction does not involve: (a) use of U.S. Government funds; (b) use by or resale to the U.S. Government; or (c) maintenance and support of the product(s) listed in this document within classified spaces. Customer further represents that this transaction does not require Supplier's compliance with any statute, regulation or information technology standard applicable to a U.S. Government procurement.

For certain products shipped to end users in California, a State Environmental Fee will be applied to Customer's invoice. Supplier encourages customers to dispose of electronic equipment properly.

Electronically linked terms and descriptions are available in hard copy upon request.

^DELL BUSINESS CREDIT (DBC): Offered to business customers by WebBank, who determines qualifications for and terms of credit. Taxes, shipping and other charges are extra and vary. The Total Minimum Payment Due is the greater of either \$20 or 3% of the New Balance shown on the statement rounded up to the next dollar, plus all past due amounts. Dell and the Dell logo are trademarks of Dell Inc.



MEMORANDUM

To: Board of Trustees
From: Myrna Lopez, PK-8 Principal
Subject: Purchase of Screens
Date: November 10, 2024

RATIONALE:

Tornillo PreK-8 is in the third and final year of implementation of the Math Intervention & Technology Blended Learning Grants (Strong Foundations-LASO MIZ and the Technology Lending Grant). Because of these grants, an extensive evaluation and inventory was conducted by TISD technology and administration to identify campus technology needs to best continue to implement Math Implementation, Math Intervention, and Blended Learning.

The inventory found the following with PK-8th grade campus technology needs:

- 14- Smart TV Screens used for 3rd-8th grade classroom instruction were purchased before 2021 and need replacements. Upgrades are no longer possible for this model (H5 model).
- 10 -Smart TV Screens used for classroom instruction were purchased before 2021 and need replacements. Upgrades are no longer possible for this model (H5 Smart TVs) as well.

Plan of Action: Purchase 14 Smart TV Screens for PK-2nd grade classroom teachers as all teachers provide math instruction and math intervention.

Purchase 10 Smart TV Screens for 3rd-8th grade classroom teachers as all teachers provide direct math instruction or math intervention.

BUDGET IMPACT:

\$34, 505.00 for the purchase of 14 SMART TV Screens.

\$24, 750.00 for the purchase of 10 SMART TV Screens.

The Strong Foundations- LASO MIZ and Technology Lending grants will be used to cover the \$59,255 purchase.

Account # 429-11-6395-10-999-11-0-00 (LASO MIZ)

Account #429-11-6395-08-999-11-0-00 (Blended Learning Grant)

ADMINISTRATIVE RECOMMENDATION:

Tornillo Pre-K-8 Administration is requesting that the Board of Trustees approve the acquisition of 24 SMART Screen TVs to be used in teacher classrooms and update technological equipment.



QUOTATION

Quote Number: 3647
 Quote Date: Nov 13, 2024
 Page: 1

152 Bluffs Court
 Canton, GA 30114-5770
 USA

Tips Contract 230105 Technology Solutions Product and Services
ONESCREEN CES 2024-19-C121-ALL
Federal ID 46-2867670

Voice: (678) 999-7129

Quoted To:
Tornillo Independent School District 19200 Cobb Avenue Tornillo, TX 79853-9999 usa

Ship To:
Tornillo School District Pre K - 2nd 300 Oil Mill Road Tornillo, TX 79853-9999 usa

Customer ID	Good Thru	Payment Terms	Sales Rep
Tornillo	12/13/24	Net 30 Days	L003

Quantity	Item	Description	Unit Price	Amount
10.00	OS-T7-65	65 inch touch screen Android 13.0, 8 GB RAM, 128 GB Memory, 40 touch points, Google EDLA , with mic	2,395.00	23,950.00

Subtotal	23,950.00
Sales Tax	
Freight	800.00
TOTAL	24,750.00

All Pricing Subject to Change without Notice
 All Freight Charges are Estimated



QUOTATION

Quote Number: 3650
 Quote Date: Nov 13, 2024
 Page: 1

152 Bluffs Court
 Canton, GA 30114-5770
 USA

Tips Contract 230105 Technology Solutions Product and Services
ONESCREEN CES 2024-19-C121-ALL
Federal ID 46-2867670

Voice: (678) 999-7129

Quoted To:
Tornillo Independent School District 19200 Cobb Avenue Tornillo, TX 79853-9999 usa

Ship To:
Tornillo School District 3-8th 300 Oil Mill Road Tornillo, TX 79853 usa

Customer ID	Good Thru	Payment Terms	Sales Rep
Tornillo	12/13/24	Net 30 Days	L003

Quantity	Item	Description	Unit Price	Amount
14.00	OS-T7-65	65 inch touch screen Android 13.0, 8 GB RAM, 128 GB Memory, 40 touch points, Google EDLA , with mic	2,395.00	33,530.00

All Pricing Subject to Change without Notice
 All Freight Charges are Estimated

Subtotal	33,530.00
Sales Tax	
Freight	975.00
TOTAL	34,505.00



Technology Department

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

TASB ConnectED Texas Program

Karen O'Grady <Karen.OGrady@tasb.org>

Wed 7/17/2024 1:53 PM

To: Garcia, Carlos <GarciaC@tisd.us>

CAUTION: This email originated from outside TISD organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Dear Mr. Garcia,

The Texas Association of School Boards (TASB) has partnered with Diamond Communications, a leading wireless infrastructure provider, to launch the **ConnectED Texas** program. Many TASB members have expressed concerns about poor or unreliable cellular coverage on their campuses and how it impacts classroom learning and safety around district facilities. For rapidly growing communities, what was once ample capacity may now be insufficient. The **ConnectED Texas** program is the result of a two-year review conducted by TASB to explore ways to assist members with these concerns.

The **ConnectED Texas** program, developed by TASB and Diamond Communications, facilitates the creation of cellular infrastructure (cell towers) on district properties. This program aims to enhance educational environments by providing improved connectivity, boosted cell service, and emergency communications across campuses and surrounding areas. Best of all, the program incurs no cost to the district and has the potential to generate a long-term revenue stream, putting money back into your budget!

We would like the opportunity for a brief virtual meeting to present potential solutions for addressing your connectivity issues and improving safety around your school properties. If you are available for a meeting or would like additional information about this new program, please reach out to me at any time.

Additional information can be found at the following links:

[ConnectED Texas: Advancing Cellular Connectivity for Texas School Districts | TASB](#)

[New Program Seeking to Bring Increased Cell Connectivity to Texas School Districts | TASB](#)

Best Regards,

Karen O'Grady

Services Manager

Business Services



Texas Association of School Boards

12007 Research Blvd. • Austin, TX 78759

512-738-0197 • 800-580-8272

[TASB Facility Services Webpage](#)

RE: ConnectED Texas SMA - Tornillo ISD

Jeff Clemmons <Jeff.Clemmons@tasb.org>

Thu 9/12/2024 7:55 PM

To: Garcia, Carlos <GarciaC@tisd.us>; Escarsega, Christopher <EscarsegaC@tisd.us>; jcullen@diamondcomm.com <jcullen@diamondcomm.com>

Cc: Karen O'Grady <Karen.OGrady@tasb.org>; Dale Shumaker <dshumaker@diamondcomm.com>; Peter Woodbury <pwoodbury@diamondcomm.com>; Michelle Zakalik <MZakalik@diamondcomm.com>

CAUTION: This email originated from outside TISD organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Thank you for reaching out, Carlos. This is a very good question that I wish more districts asked!

TASB is and will be very involved in this project for years to come. Approximately two years ago, TASB set out on a journey through a Request for Information to team up with a firm to provide cell site marketing services to our members after hearing from them about the connectivity struggles so many of you face. As a 75 year old organization that is beholden to and governed by the school districts in Texas, our first and only commitment is to our members. As with any service that TASB offers, either directly or through a service provider, we provide the assurance to our members that the service will be provided as promised. From the marketing agreement to the potential construction and leasing of a cell tower, TASB will be here to provide quality service assurance to our members. If Diamond Communications does not perform to the high level of service that is expected by TASB for our members, they will have both your district and TASB to answer to. I meet with Diamond Communications weekly and can assure you that they treat our members at the high level that we expect, which has provided TASB an ongoing and mutual respect and relationship between us and our members for 75 years and will continue for many more years to come.

If at any time you would like to discuss further, please do not hesitate to reach out to me at any time. My contact information is below.

Thank you for the opportunity to earn your business and have a wonderful weekend!

Jeff Clemmons*Division Director**Facility Services*

Texas Association of School Boards

12007 Research Blvd. • Austin, TX 78759

Cell 512-567-7300 • Office 512-505-2850

tasb.org

From: Garcia, Carlos <GarciaC@tisd.us>**Sent:** Thursday, September 12, 2024 6:12 PM**To:** Escarsega, Christopher <EscarsegaC@tisd.us>; jcullen@diamondcomm.com**Cc:** Karen O'Grady <Karen.OGrady@tasb.org>; Dale Shumaker <dshumaker@diamondcomm.com>; Jeff Clemmons <Jeff.Clemmons@tasb.org>; Peter Woodbury <pwoodbury@diamondcomm.com>; Michelle Zakalik

<MZakalik@diamondcomm.com>

Subject: Re: ConnectED Texas SMA - Tornillo ISD

Thank you for the information, I forgot to ask, what or how is TASB involved with this project other than utilizing its legal services to draft this document?

Carlos

From: Joseph Cullen <jcullen@diamondcomm.com>

Sent: Thursday, September 12, 2024 2:05 PM

To: Garcia, Carlos <GarciaC@tisd.us>; Escarsega, Christopher <EscarsegaC@tisd.us>

Cc: Karen O'Grady <karen.ogradey@tasb.org>; Dale Shumaker <dshumaker@diamondcomm.com>; Jeff Clemmons <jeff.clemmons@tasb.org>; Peter Woodbury <pwoodbury@diamondcomm.com>; Michelle Zakalik <MZakalik@diamondcomm.com>

Subject: ConnectED Texas SMA - Tornillo ISD

CAUTION: This email originated from outside TISD organization. Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Mr. Garcia and Mr. Escarsega,

It was great meeting you over Teams today. The Diamond team enjoyed our discussion of the current wireless coverage outlook at the district and looks forward to helping you accomplish your coverage and safety objectives.

As discussed, attached is a template Site Marketing Agreement ("SMA") and the presentation from our call. Once you have had a chance to review it internally, we can send you an executable version for signature. Exhibits B and C are the lease templates we reference in the SMA. We don't need to worry about the final form of these lease exhibits until we get further along in the marketing process.

If Tornillo ISD would like to move forward with the executable, you may request it through this link: <https://survey.alchemer.com/s3/7815629/Site-Marketing-Agreement-Info-2>. The form will ask you to fill in some basic information that we need to create the executable form of the SMA. You may also respond to this email with the necessary information.

- Full entity name
- Mailing address (no PO Boxes)
- A contact person associated with the same mailing address (include phone number)
- A list of all ISD properties
 - o The list should include the name and address of each property

Please send us an outlook on the future growth activity in the district when you can.

We look forward to working with you to formulate connectivity solutions.

Thank you,
Joe Cullen

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Diamond
Communications



Wireless Connectivity in Tornillo ISD

ConnectED Texas Program Overview

TASB is working with Diamond Communications to bring best-in-class wireless services and connectivity solutions to its Independent School Districts (“ISDs”)

- Diamond has **full-service wireless infrastructure capabilities** and will work in close collaboration with each ISD to meet critical objectives:
 - Health and safety considerations
 - Educational opportunities
- Diamond to **market ISD properties** to wireless carriers
- Provide ISDs with connectivity solution opportunities
 - Reduce safety concerns by improving connectivity for school resource officers, emergency services and educators
 - Keep students and parents connected more reliably
- Provide ISDs with a **no-cost option** to improve wireless connectivity in and around school properties
- Potential to create a **long-term revenue stream** for ISDs

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About Diamond

Diamond is a U.S. leader in the development and management of wireless communications infrastructure

- Founded in 2006 by tower industry executives
- National presence with offices in 18 states
- Significant presence and experience in Texas
- Key executives have 15 - 25 years of wireless industry experience
- Over 4,000 tenanted sites (owned and managed)
- Market and/or manage approximately 400,000 sites
- Proven track record of successful management programs
- Highly-experienced team with operational, engineering, legal and financial expertise
- Experience deploying emergency communications networks on our sites
- Unique capabilities for indoor and outdoor connectivity solutions



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Diamond is management-controlled with additional financing provided by both individual and institutional sources, including Goldman Sachs (NYSE: GE), John Hancock and the Ontario Teachers' Pension Plan Board

ISD Coverage Outlook (900m RSRP Average)

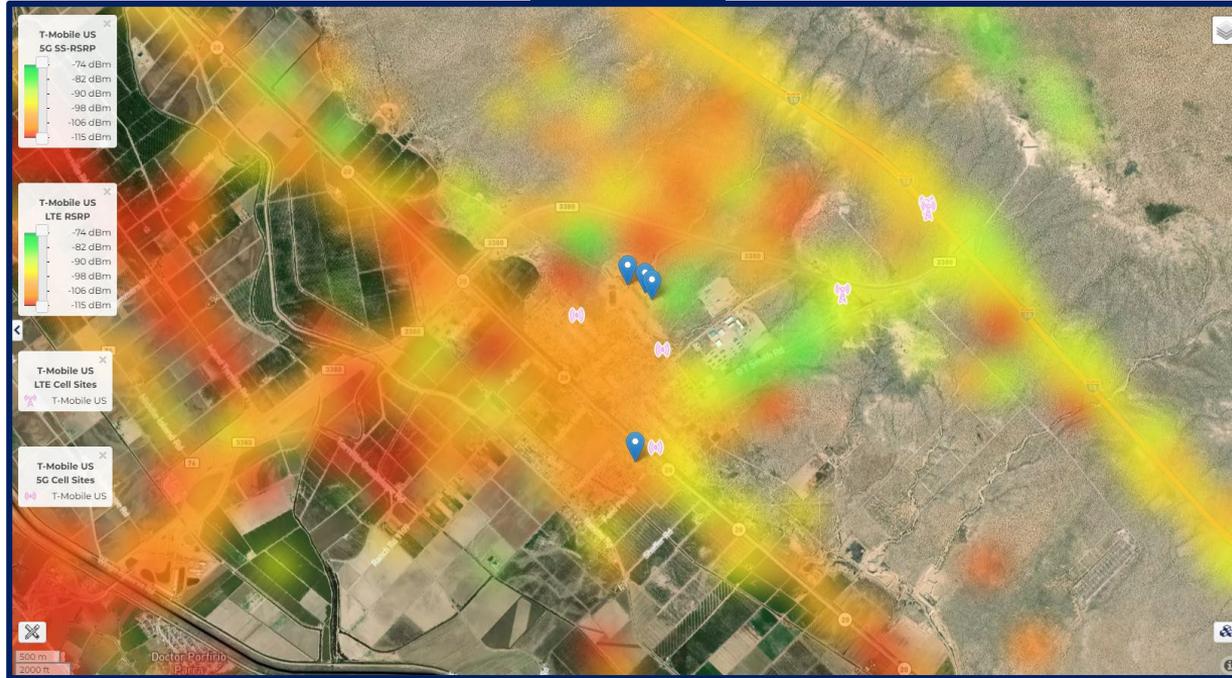
	T-Mobile	Verizon	AT&T
Tornillo ISD Administration Office	-105 dBm	-104 dBm	-105 dBm
Tornillo Intermediate	-107 dBm	-105 dBm	-111 dBm
Tornillo Junior High	-107 dBm	-105 dBm	-111 dBm
Tornillo High School	-107 dBm	-105 dBm	-111 dBm

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*Less than -100 dBm is considered unreliable coverage
E.g., -105 dBm is considered unreliable; -80 dBm is considered reliable*

Overall Coverage - T-Mobile

T-Mobile

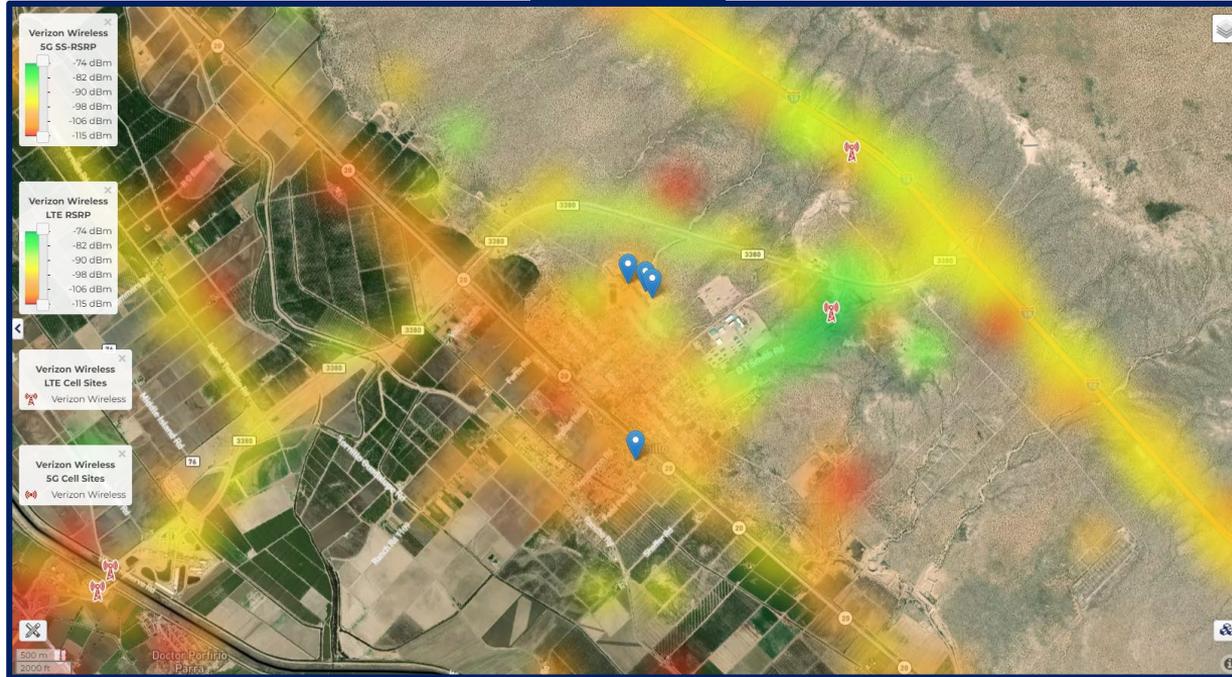


- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from August 2023 - July 2024.

Overall Coverage - Verizon

Verizon

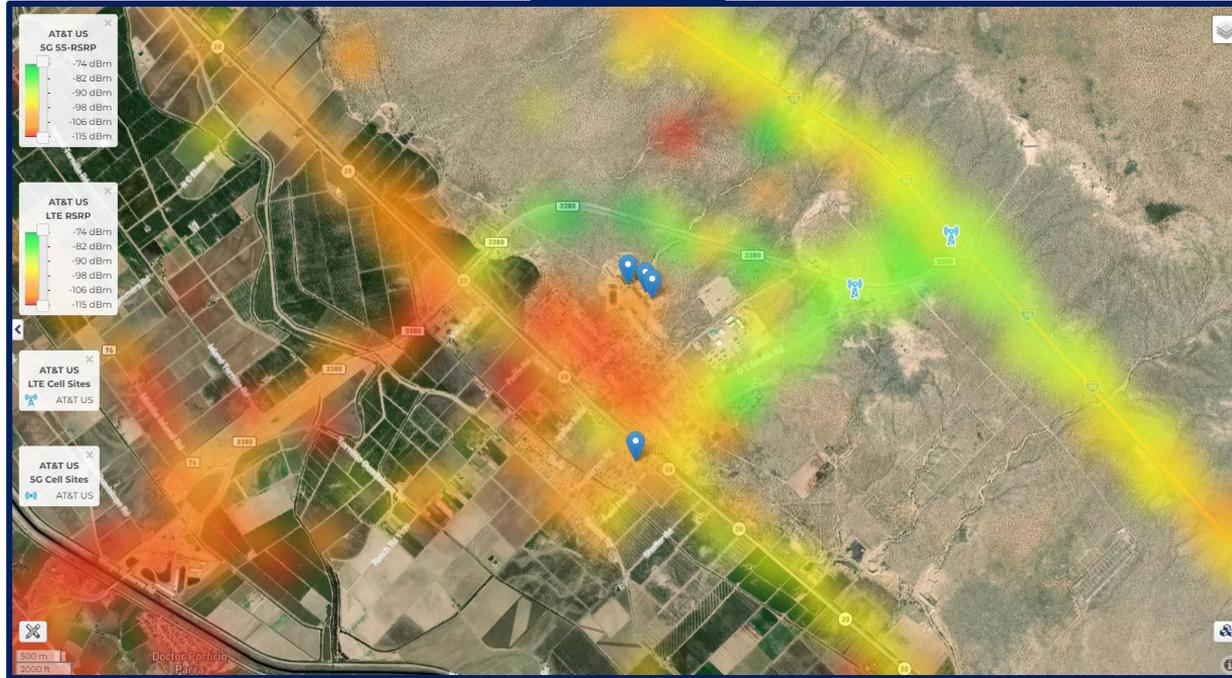


- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from August 2023 - July 2024.

Overall Coverage - AT&T

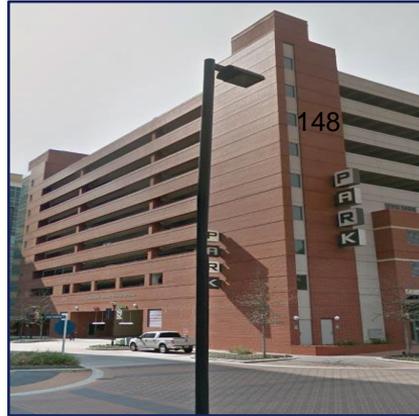
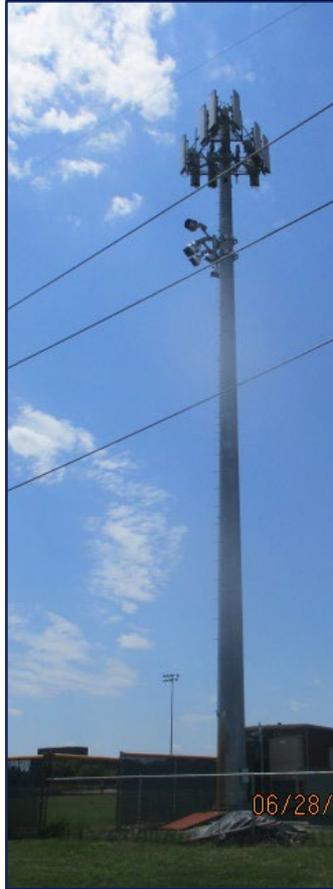
AT&T



- Green and yellow areas signify reliable coverage
- Red and orange areas signify unreliable coverage

Based on crowd-sourced data provided by Ookla from August 2023 - July 2024.

Tower Examples



Illustrative Economics

- **Existing Structures** (rooftops, water tanks, etc.)
 - **ISD receives 75%** of the revenue received from **any tenant** installed
- **New Tower Builds - Monopole Structure**
 - Diamond will incur all costs associated with tower construction
 - **ISD receives 30%** of the revenue received from the **first and second** cellular carriers installed
 - **ISD receives 40%** of the revenue received from the **third and any subsequent** cellular carriers installed

Revenue-Share Example - New Tower Build

# of tenants	Year 1	Year 2	Year 3	Year 4	Year 5	Cumulative Year 10
1	\$9,000	\$9,225	\$9,456	\$9,692	\$9,934	\$100,830
2		\$9,000	\$9,225	\$9,456	\$9,692	\$89,591
3			\$12,000	\$12,300	\$12,608	\$104,833
Total	\$9,000	\$18,225	\$30,681	\$31,448	\$32,234	\$295,254

- Monthly Rent: \$2,500
- Annual Escalation: 2.5%

Importance of Carrier Participation

- Carrier interest is based on their individual coverage and capacity needs
- Carriers are responsible for funding their equipment to be deployed at each site
- Carrier budgets are limited, and network priorities established
- Diamond will showcase available ISD properties/locations and coverage deficiencies to the carriers through our marketing efforts

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Indoor Connectivity

- Many schools have been constructed with materials that negatively impact cellular coverage
 - 'Old' materials (e.g., cinder blocks) or 'new' materials (e.g., energy efficient glass) are difficult to penetrate
- Diamond has a team that solely focuses on providing indoor wireless connectivity. We design comprehensive indoor solutions, including distributed antenna systems ("DAS")
- Diamond can analyze the indoor connectivity at your schools, and discuss various options to improve in-building cell service



Next Steps

1. ISD: Review and Sign the Site Marketing Agreement (“SMA”)
2. Diamond: Develop Marketing Materials
3. Diamond: Market ISD Properties to the Wireless Carriers
4. ISD: Approve/Reject Opportunities for Antenna(s) Sites on School Property



ConnectED Texas Agreements

The following document includes the Site Marketing Agreement (“SMA”), the Antenna Site Lease Agreement (Exhibit B, applicable for a rooftop colocation on ISD property) and the Option and Ground Lease Agreement (Exhibit C, applicable for a new tower build on ISD property).

Site Marketing Agreement – The SMA is the initial operative document which allows Diamond to market the ISD’s properties and create connectivity options for the ISD’s review and approval. *This is the only agreement the ISD needs to sign for Diamond to start the marketing process.* Diamond will send an executable version to the ISD upon request.

Exhibits B and C – These are the lease templates referenced in the SMA. *They do not require a signature at this time.* The final form of these lease exhibits will be prepared when a site-specific opportunity is brought to the ISD and the ISD decides to pursue the site.

SITE MARKETING AGREEMENT

This Site Marketing Agreement (the “**Agreement**”) is made and entered into on the latest date set forth on the signature page below (“**Effective Date**”), by and between Diamond Towers V LLC, a Delaware limited liability company having an address at 120 Mountain Avenue, Springfield, New Jersey 07081 (“**Diamond**”), and Tornillo Independent School District, a Texas corporation having an address at 19200 Cobb Ave, Tornillo, TX 79853 (“**Entity**”). Diamond and Entity shall each be referred to as “**Party**” and together as “**Parties**.”

WITNESSETH

WHEREAS, this Agreement covers those certain properties, towers, and other structures that are owned, leased, operated, or otherwise controlled by the Entity as designated on the attached Exhibit A, Included Properties, which is incorporated herein by reference for all purposes (each, a “**Property**,” and collectively the “**Properties**”); and

WHEREAS, Entity has determined that a public purpose may be served by the development of wireless communication infrastructure on the Properties; and

WHEREAS, Entity desires to retain Diamond to exclusively market existing wireless infrastructure and manage the development of new or expanded wireless communication infrastructure on the Properties, including existing and newly developed structures for macro sites and small cells. These services will include marketing the Properties to any wireless communication operators or other tenants (each a “**Tenant**” or, if more than one, “**Tenants**”) interested in locating communications equipment on or in (a) existing towers, buildings, rooftops, kiosks, or other existing structures located on the Properties (each, an “**Existing Structure**”) and (b) new structures built on the Properties (each, a “**New Structure**”); and

WHEREAS, Diamond, having expertise in the field of telecommunications site management and development, is agreeable to being Entity’s exclusive representative for purposes of marketing the Properties to potential Tenants as described herein;

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, Entity and Diamond agree as follows:

Section 1. Engagement:

Entity hereby grants Diamond the exclusive right during the Term, as herein defined, to market the Properties for telecommunication use by Tenants, including without limitation macro site infrastructure and small cell infrastructure. Any Property that Entity wishes to include in Diamond’s exclusive marketing rights is set forth in Exhibit A, Included Properties, attached hereto. The Parties may mutually agree to update Exhibit A from time to time during the Term to add properties to the list of “Properties” for which Diamond will have the exclusive right and license to market hereunder, provided that any such updates to Exhibit A are approved and signed by authorized representatives of each Party. Further, Entity reserves the right to remove any

Property from the list by notifying Diamond in writing if the Property is required for Entity purposes.

Section 2. Duties of Diamond and Entity – Roles and Responsibilities:

2.1 Diamond shall utilize its sales force to market the Properties to Tenants. The marketing may include the following:

2.1.1 The development and distribution of Entity and Property-specific marketing materials, including presentations and marketing sheets which highlight attributes of the locations and carrier coverage analysis;

2.1.2 Incorporation of the Properties and Existing Structures into Diamond's database for marketing to potential Tenants; and

2.1.3 Meetings with wireless communication companies, including Verizon, AT&T, T-Mobile, Dish Network, and cable companies, among others, to market the Properties.

2.2 Following a potential Tenant's indication of interest to collocate or attach wireless communications equipment on a Property, Diamond shall submit information on the potential collocation or attachment to Entity for review, including the form of agreement as follows: (i) a lease/sublease agreement between Entity and Diamond for a collocation on an Existing Structure (a "**Collocation Agreement**") utilizing the form attached hereto as Exhibit B, with Diamond leasing space from Entity on the Existing Structure and subleasing or licensing that space to the Tenant pursuant to an agreement between Diamond and Tenant, or (ii) a ground lease agreement (a "**Ground Lease Agreement**") between Entity and Diamond for a collocation of a New Structure utilizing the form attached hereto as Exhibit C with Entity leasing an agreed upon portion of the applicable Property to Diamond for the construction, ownership, operation, and maintenance by Diamond of any such New Structure. The terms Collocation Agreement and Ground Lease Agreement may collectively be referred to as the "**Leases**" or individually as a "Lease.") In each of romanette (i) and (ii) above, Diamond will be granted a leasehold interest in the applicable Property, subject to the terms and conditions herein. Whether or not to accept any Lease, and on what terms, shall be in the sole discretion of Entity. Nothing herein shall require Entity to enter into any Lease or other agreement. No Lease or other agreement shall be effective unless and until all requisite approvals have been received by Entity including, as necessary, approval of its governing body. Diamond acknowledges that any Lease provided herein is an ancillary use of Entity's Property, and nothing in this Agreement shall interfere with the Property's use for Entity's purposes. Entity, by and through its governing body, retains ultimate and exclusive authority to control all aspects of the Property's use, including the right to determine at any time that a Property may be withdrawn from consideration for a Lease transaction.

- 2.3 In relation to any opportunity generated under this Agreement, Diamond shall provide Entity services including consulting; project management; regulatory and zoning approvals; community outreach; site management; existing tenant management (if applicable) site administration; and any other services agreed between the Parties. Diamond shall be responsible for compliance with all applicable local, state, and federal laws and regulations related to use of all Properties pursuant to this Agreement.

Section 3. Access to the Properties:

- 3.1 Entity acknowledges that, for Diamond to perform its duties, Diamond and its agents will require access to the Properties. Diamond shall have the right, upon prior notice to Entity as set forth herein, to grant access to and from the Properties to Diamond's employees and agents, and any Tenants, so long as the same does not interfere with Entity's use of the Properties and is for the purposes of facilitating Diamond's rights and obligations under this Agreement. When accessing any Property, Diamond, its employees, agents, and any Tenants shall comply with all Entity safety, security, and access protocols and requirements. Diamond shall provide Entity's designated contact (as listed in this agreement or as may be updated by Entity in writing) with at least seventy-two (72) hours' written notice prior to accessing any Property. Entity shall provide any safety, security, and access protocols for such Property to Diamond upon such request for access.

Entity Contact for Property Access: Carlos Garcia, Technology & Safety
Director / Phone: (915) 765-3000

Section 4. Term and Compensation:

- 4.1 The term of this Agreement shall commence on the Effective Date and, unless terminated earlier as provided herein, shall continue in effect for a period of five (5) years following the Effective Date (the "**Initial Term**"). This Agreement may be extended for an additional five (5)-year term ("**Extension Term**") upon the mutual consent of Entity and Diamond, including receipt of all requisite approvals. The Initial Term and Extension Term may be collectively referred to as the "**Term.**"
- 4.2 Entity shall have no obligation to compensate Diamond for any services performed pursuant to this Agreement. Diamond shall be responsible for all costs incurred in performance and shall have no right to reimbursement from Entity for any of its expenses, including without limitation expenses incurred for securing necessary permits and approvals to construct or install wireless communication equipment and related structures. Diamond acknowledges that it has received consideration for the performance of its obligations under this Agreement by virtue of the right granted to enter potential Lease transactions.

- 4.3 The compensation owed by Diamond to Entity related to any Lease shall be as further described in Exhibit D, attached hereto and a made a part hereof. Diamond's payment of any compensation to Entity will be as set forth in the applicable Lease.

Section 5. Insurance:

- 5.1 Diamond shall maintain in full force and effect throughout the Term commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate, which insurance shall name Entity as an additional insured.
- 5.2 Diamond shall purchase and maintain Workers' Compensation as required by statute and Employer's Liability insurance.
- 5.3 Diamond shall purchase and maintain business automobile liability insurance, applying to owned, non-owned, and hired automobiles in an amount not less than \$1,000,000 for bodily injury, including death to any one person, and for property damage on account of any one occurrence. The policy shall insure any vehicle used in connection with Diamond's obligations under this Agreement. A "Waiver of Subrogation" in favor of Entity shall be provided.
- 5.4 Diamond shall purchase and maintain professional liability insurance that will cover all acts, errors, or omissions and breach or disclosure of personal information by Diamond in the amount of \$1,000,000 per claim, with an annual aggregate of at least \$2,000,000.
- 5.5 Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage.
- 5.6 All insurance carriers will carry and A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

Section 6. Indemnification:

Diamond agrees to indemnify, defend, and hold Entity harmless from and against any and all third party claims, injury, loss, damage, liability, costs or expenses (including reasonable attorneys' fees and court costs) incurred by or asserted against Entity arising from Diamond's negligent acts or omissions, or Diamond's intentional acts, related to the activities set forth in this Agreement. Notwithstanding the foregoing, to the extent permitted by law, Diamond's obligations under this Section shall not apply to any claim or liability to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to be based upon the negligence, recklessness, or willful behavior of Entity.

Section 7. Termination for Default:

- 7.1 In the event of a material breach of this Agreement (a “**Default**”) by either Party, the non-defaulting Party shall provide the defaulting Party with a written notice of said Default, providing the defaulting Party with at least thirty (30) days to remedy said Default; provided, however, that if any such Default is not capable of being cured within the requisite period of time, then so long as the Party charged with the Default has diligently pursued such cure of the Default within the prescribed period and continues to diligently pursue cure, such Party shall be given the reasonably necessary time, as determined in the reasonable discretion of the non-defaulting party, to cure the Default. If the Default continues after said cure period, the non-defaulting Party may immediately terminate this Agreement.
- 7.2 **Termination by Entity:** Entity may terminate this Agreement upon ninety (90) days’ written notice to Diamond if (i) within three (3) years of the Effective Date, Diamond’s marketing efforts have failed to yield any executed Lease agreements with Tenants regarding the Properties or (ii) the needs of Entity require other use of the Properties as determined in Entity’s sole discretion. Termination of this Agreement pursuant to this Section 7.2 shall not terminate any active Leases, which Leases may only be terminated by their own terms. Notwithstanding the foregoing, and to the extent such termination is not due to subsection (ii) above, if Diamond has received bona fide interest from a Tenant to collocate on a Property within three (3) years of the Effective Date, Diamond shall be entitled to continue working with such Tenant, post termination, to finalize a Lease. Such Lease shall remain subject to the terms and conditions of this Agreement. For purposes of this Section, “bona fide interest” means a proposal, written expression of interest regarding a specific Property or Properties, commencement of formal negotiation of terms, or other documented expression of specific intent or interest by a potential Tenant regarding a Property. “Bone fide interest” shall not include receipt, general response, or informal communications regarding marketing of properties not specific to a particular Entity Property or Properties.

Section 8. Successors and Assigns:

This Agreement may not be transferred or assigned by Diamond without the express written consent of Entity. To the extent permitted by law and if a transfer or assignment is agreed to by Entity, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of Entity and Diamond.

Section 9. Entire Agreement:

This Agreement and the related agreements referred to herein and attached hereto constitute the entire agreement between the Parties with respect to the subject matter herein and shall supersede all prior agreements and understandings, oral or written, between the Parties hereto concerning the subject matter of this Agreement. No Party has made any oral or written representation other than

those set forth in this Agreement, and no Party is entering into this Agreement in reliance on any representation other than those set forth in this Agreement.

Section 10. Notices:

Any notice, approval, waiver, objection, or other communication (“Notice”) required or permitted to be given hereunder or given in regard to this Agreement by one Party to the other shall be in writing and the same shall be given and be deemed to have been served and given: (a) if hand delivered, when delivered in person to the address set forth hereinafter for the Party to whom notice is given; (b) if mailed United States mail, postage prepaid, by Certified Mail, Return Receipt Requested, when delivered; or (c) if by overnight delivery by a nationally recognized courier, when received by the other Party. Any Party may change its address for notices by notice theretofore given in accordance with this Section 10:

If to Entity, to:

Tornillo Independent School District
19200 Cobb Ave
Tornillo, TX 79853
Attn: Carlos Garcia

If to Diamond, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

Section 11. Headings:

The headings within this Agreement are intended solely for the convenience of reference and shall not be considered in construing this Agreement.

Section 12. Governing Law:

This Agreement shall be governed in accordance with the laws of the State of Texas, without regard to that State’s conflicts laws.

Section 13. Representations and Warranties:

- 13.1 Each Party represents and warrants to the other Party that the execution and delivery of the Agreement and the performance of such Party’s obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on the Party and is enforceable in accordance with its terms.
- 13.2 Diamond represents and warrants that (1) it does not, and shall not for the duration of this Agreement, boycott Israel or (2) the verification required by Section

2271.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of the contract, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2271.

13.3 Diamond represents and warrants that (1) it does not, and will not for the duration of this Agreement, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2274.

13.4 Diamond verifies that (1) it does not, and will not for the duration of this Agreement, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to this Agreement. If circumstances relevant to this provision change during the course of this Agreement, Diamond shall promptly notify Entity. Further, Diamond shall cooperate with any request by Entity to provide such further information and certifications as Entity may require to establish compliance with Texas Government Code Chapter 2272.

Section 14. Public Information Act. Diamond acknowledges that Entity must and will comply with Texas Government Code, Chapter 552, the Texas Public Information Act (“PIA”) in the release of information, including this Agreement, any Lease, and any information which may be received or produced under this Agreement. Entity will use reasonable efforts to notify Diamond if a request for public information is received which may require Entity to disclose any portion of the information provided by Diamond or any other material that Diamond has clearly marked as proprietary, confidential, or otherwise exempt from disclosure under the PIA so as to allow Diamond the opportunity to seek to protect such materials from public disclosure. However, Diamond acknowledges and agrees that Entity (i) is not obligated to assert or argue on behalf of Diamond that any information provided to Entity is exempt from disclosure, (ii) will disclose information when required by the PIA, and (iii) shall not be liable for the disclosure of any information submitted by Diamond.

Section 15. Limitation on Damages. Neither Party, nor any of the Parties’ respective parents, subsidiaries, affiliates, governing body members, directors, officers, partners, shareholders, members, employees, agents, successors, or permitted assigns, will be liable for any special, incidental, indirect, exemplary, punitive or consequential damages of any kind whatsoever, including lost profits, lost revenues, lost data, and other economic losses, however caused and regardless of whether such damages are foreseeable or whether a Party has been advised of their possibility. These limitations on damages will apply regardless of whether the liability arises out of breach of contract, tort, indemnity, or any other theory.

IN WITNESS WHEREOF, this Agreement shall become effective on the Effective Date:

ACCEPTED BY:

Tornillo Independent School District

BY: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ACCEPTED BY:

Diamond Towers V LLC

BY: _____

PRINT NAME: Michael G. Brett

TITLE: COO

DATE: _____

EXHIBIT A
Included Properties

Tornillo Junior High School: 300 Oil Mill Rd., Tornillo, TX 79853

Tornillo Technology Service Center: 19190 Cobb Ave., Tornillo, TX 79853

Tornillo High School: 430-D Oil Mill Rd., Tornillo, TX 79853

Tornillo Intermediate School: 410 Oil Mill Rd., Tornillo, TX 79853

Tornillo Community Center: 19210 Cobb Ave., Tornillo, TX 79853

Tornillo Central Office: 19200 Cobb Ave., Tornillo, TX 79853

EXHIBIT B

Colocation Agreement Form

[ATTACHED]

ANTENNA SITE LEASE AGREEMENT

This Antenna Site Lease Agreement (“**Agreement**”) is entered into on this ___ day of _____, 202__ (the “**Effective Date**”), by and between Diamond _____ LLC, having an office at 120 Mountain Ave., Springfield, NJ 07081, on behalf of itself and its affiliates (hereinafter referred to as “**Diamond**”), a Delaware limited liability company, and _____, having its principal office at _____ (hereinafter referred to as “**Landlord**”), a _____.

WHEREAS, the term “**Premises**” as used in this Agreement refers to the land, improvements or property owned or managed by the Landlord and known as _____, located at _____, in the City of _____, County of _____, State of Texas, , together with a non-exclusive easement for ingress and egress as more particularly described in the attached Exhibit A.

For and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration recited herein, receipt of which is hereby acknowledged by the Landlord and Diamond, Landlord and Diamond agree as follows:

1. **USE:**

(a) Landlord leases to and grants Diamond exclusive use of the Premises for the installation, removal, operation and maintenance of wireless communications transmission systems of Diamond and/or those individuals or entities (such individuals or entities being hereinafter collectively referred to as “**Licensees**”) installing, removing, maintaining and/or operating radio communications systems, video transmission systems and/or other communications transmission systems at the Premises pursuant to separate agreements between Diamond and such Licensees. This equipment and its component parts are hereinafter defined and referred to collectively as the “**System(s)**”.

(b) The parties hereto agree that the System(s) and/or equipment may be owned by Diamond and/or Diamond’s Licensees and that Diamond shall remain fully responsible for the performance and observation of the duties, conditions and provisions under this Agreement. Diamond shall have the right to post on the Premises, a conspicuous sign giving notice of its exclusive right to the use of the Premises for the installation of such System(s). Said sign shall be no larger than 8.5” X 3.75” and shall be posted in such a manner that no damage will be done to the property of the Landlord.

(c) Diamond or its Licensees will have to perform engineering analysis as to the feasibility of or coverage provided by Systems installed at the Premises. Landlord understands that Diamond and/or its Licensees cannot install the System(s) at the Premises without obtaining all required permits, consents, and approvals of all governmental authorities and agencies or other applicable third parties pertaining to or in connection with the construction, ownership, operation, maintenance or use of the Systems (collectively, the “**Approvals**”). Landlord shall reasonably assist Diamond or its Licensees in obtaining all necessary Approvals, but such assistance shall be

at no cost to Landlord. As a result of the indeterminate time it will take before the necessary Approvals are granted and/or the engineering studies of Diamond or its Licensees are completed, Landlord is aware that there can be no date certain for installation of System(s) at its Premises but Diamond agrees to work in good faith and with due diligence.

2. **TECHNICAL:**

(a) It is understood that the exact model number and types of equipment associated with each System shall be determined upon completion of engineering studies since frequency, coverage pattern, technological improvements and other factors are integral parts of such a determination. It is understood and agreed that the particular equipment associated with each System may include antenna(s) for transmitting and for receiving (being of various sizes and shapes; i.e., poles, panel, parabolic, etc., and which may be installed on the same mounting assembly or at a different level or location), radio base station(s) and cables which are connected to the antenna(s), a video system which may include video and radio components and associated control accessories.

(b) Diamond and Licensees shall be permitted to use the interior and exterior portions of the Premises for the location of antennas and to use the interior portions of the Premises to install, remove, operate, maintain and repair cables, pipes, conduits, cable trays and other associated components in order to connect and operate such System(s).

(c) At Landlord's option and at Diamond's sole expense, Diamond and/or Licensees may utilize the electrical power distribution system installed at the Premises, or Diamond and/or Licensees may make arrangements with the electric utility company to have a separate electric service, billed to and paid directly by Diamond or Licensee, installed upon the Premises solely for the purpose of supplying electrical power to the System(s). In the event that Landlord elects for Diamond and/or the Licensees to utilize the electrical power distribution system installed at the Premises, Diamond and/or the Licensees, at their sole respective expense, will arrange for the electric utility company to install a sub-meter, bearing the relevant certificate of accuracy, to measure the electrical power consumed by equipment of Diamond and/or any Licensees. In such case, Diamond will reimburse Landlord for power consumed. Such reimbursement shall be in addition to the monthly amounts paid or sums paid the Landlord pursuant to the provision of Section 15 and Exhibit B of this Agreement and shall not be included in the calculation of revenue received from the installation of System(s) at the Premises as set forth on Exhibit C attached hereto and made a part of this Agreement. In the event that Landlord elects for Diamond and/or any Licensee to have a separate electric service installed upon the premises, Diamond and/or the Licensee(s) shall make arrangements with the utility company to install the separate electric service, at the sole expense of Diamond and/or Licensee(s), and bill Diamond or Licensee(s) directly for electricity consumed by said system.

(d) Prior to the initial installation of the Systems or any existing utilities, Diamond shall submit to the Landlord, for its approval, plans and specifications for the same. Such approval shall not be unreasonably withheld, conditioned or delayed. Landlord shall approve or reject each submittal by delivering to Diamond a completed Landlord approval form in substantially the form of the Landlord Approval Form attached hereto as Exhibit D ("**Landlord Approval Form**")

within thirty (30) days after receipt of any such submittal from Diamond. In the event that a Diamond submittal is rejected, such Landlord Approval Form shall describe in detail the reason for such rejection and will allow Diamond the opportunity to remedy the specified reasons for rejection if possible. All costs and expenses, including but not limited to the cost of repairs related to the making of any installations and modifications to the Systems or electrical services and meters directly related to the Systems shall be borne by Diamond.

(e) If at any time Diamond reasonably determines that any System(s) installed at the Premises does not materially perform to expectation, or is subject to material interference, or material changes in the surrounding buildings and/or structures limits the System(s) effectiveness, Diamond will have the right to remove said System(s) and cease payment corresponding to the specific System(s) removed. In such event, and at Landlord's option, Diamond shall, at its expense, remove any separate electrical service, if installed, or reverse any modifications to the electrical distribution system of the Premises, and, in all events, Diamond shall restore the Premises to its condition existing prior to said installations or modifications, reasonable wear and tear excepted.

3. **INTERFERENCE:**

(a) Should it be reasonably determined that the System(s) installed by Diamond and/or any Licensee cause any interference to the radio, television or other electronic components of Landlord or the tenants within Landlord's building, then Diamond will immediately provide whatever expertise and equipment is necessary for the elimination of the interference at the sole expense of Diamond. If the interference cannot be eliminated by ordinary means, using accepted engineering practices, then components of the offending System(s) shall be removed from the Premises by Diamond or any Licensee upon written request of Landlord.

(b) Diamond represents that, prior to entering into this Agreement, it will exercise due diligence in reviewing the Premises and existing uses on or near the Premises to reasonably determine that it is appropriate for the intended use without interference, and will continue to exercise such due diligence prior to any installation(s) by Diamond or any Licensee. In the event the Landlord or Landlord's tenants install electronic equipment after the date of installation(s) by Diamond or any Licensee and such equipment causes material interference to the System(s) of Diamond or any Licensee, then, Diamond shall notify Landlord and the Parties agree to work in good faith to try to determine solutions to mitigate or resolve the interference problem, including removing or relocating the offending equipment. In the event interference is material and unable to be rectified, Diamond shall have the right, but not the obligation, to terminate this Agreement upon thirty (30) days' written notice to Landlord.

4. **QUIET ENJOYMENT:** Landlord covenants and agrees that, upon Diamond's observing and performing all the terms of this Agreement, Diamond and all Licensees may peacefully and quietly enjoy the Premises, subject to the terms and conditions of this Agreement.

5. **CONDITION OF PREMISES:** Diamond acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Diamond accepts the Premises in their current condition, "AS IS, WITH ALL FAULTS, IF ANY, AND WITHOUT ANY WARRANTY WHATSOEVER,

EXPRESS OR IMPLIED,” other than the warranty of quiet enjoyment; specifically, without limiting the generality of the foregoing, Diamond accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purposes or development potential.

6. **WAIVER OF CONSUMER RIGHTS UNDER DTPA:** AS A MATERIAL CONSIDERATION FOR LANDLORD’S ENTERING INTO THIS AGREEMENT, DIAMOND HEREBY WAIVES ANY RIGHTS IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET. SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, DIAMOND VOLUNTARILY CONSENTS TO THIS WAIVER.

7. **ACCESS:** Landlord hereby authorizes Diamond and its Licensees and their respective officers, agents, assigns, representatives, employees, contractors, subcontractors, and clients to access the aforementioned Premises for the purpose of installing, removing, operating, repairing and maintaining the System(s). Access to the Systems shall be scheduled by Diamond with Landlord in advance, on no less than forty-eight (48) hours written notice, during normal working hours on normal business days. Diamond shall schedule access in accordance with this Section by calling the following number _____ or via email at _____. Any persons accessing the Premises shall be required to comply with all Landlord safety, security, and access protocols and requirements. In the case of an emergency or material equipment malfunction, access to the System(s) will be permitted at any reasonable time, subject to reasonable security, safety and identification procedures required by the Landlord and/or applicable law.

8. **OWNERSHIP:** Any System(s) installed by Diamond and/or any Licensee upon the Premises, including but not limited to the antennas, poles, accessories and other components, shall remain the personal property of Diamond or the Licensee, as the case may be, and shall not be deemed fixtures. Landlord agrees to do nothing to intentionally destroy said System(s) identification or cloud the ownership of the above-described property.

9. **NO LIABILITY:** Landlord does not assume any liability for the System(s) installed at the Premises nor does it guarantee the proper installation, removal, operation, security or maintenance of any System(s) installed thereon.

10. **INSURANCE:** Diamond shall furnish a Certificate of Insurance to Landlord, naming Landlord as holder, to cover any damage that may arise by virtue of the installation, removal, operation or maintenance of the System(s). Throughout the initial term and any renewal term of this Agreement, Diamond shall procure and maintain commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Landlord as additional insured. Diamond shall require all of its Licensees, contractors and subcontractors to maintain general liability insurance coverage in an amount equal to that specified in this Section 10. Diamond shall promptly, upon execution of this Agreement and on an annual basis throughout

the Term, furnish certificates of insurance and proof of the required insurance and endorsements demonstrating compliance with the above requirements. Certificates shall indicate the name of the insured, the name of the insurance company, the name of the agency/agent, the policy number, the term of coverage, and the limits of coverage. All insurance carriers will carry an A.M. Best rating of A- or better and be of a financial size category of VIII or larger.

11. **INDEMNIFICATION AND HOLD HARMLESS**: In addition to, and without limiting, any other indemnification obligations in this Agreement, Diamond will defend, indemnify, and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Diamond or its agents, employees, contractors, invitees, licensees, or sublessees on Landlord's property; and (b) Diamond's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Diamond shall have no obligation to indemnify and hold harmless Landlord and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Landlord's negligence or willful misconduct.

12. **COMPLIANCE**:

(a) Diamond shall comply with all federal, state, and local rules, regulations, laws, ordinances, statutes and requirements of all governmental authorities, and shall require the same compliance by all Diamond Licensees, agents, contractors, and subcontractors. Diamond shall defend, indemnify, and hold harmless Landlord for any claims, suits, actions, liability, loss, or damage caused by the noncompliance by Diamond, its employees, agents, contractors, and Licensees.

(b) Without limiting any other compliance requirements in this Agreement or under applicable law, Diamond shall comply with all applicable requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Diamond shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Landlord and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Landlord a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the

Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Landlord receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Landlord may notify Diamond that the construction, alteration, or repair may not proceed.

(iv) Diamond acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

13. **CASUALTY & CONDEMNATION:**

(a) In the event of any damage to or destruction of or condemnation of the Premises or any part thereof which renders the Premises unusable or inoperable through no fault of Diamond, Diamond shall have the right, but not the obligation, to elect within thirty (30) days of the date of the casualty or other harm to terminate this Agreement and all of its duties and obligations herein by giving written notice to Landlord after such damage, destruction or condemnation, if by virtue of such casualty, Diamond reasonably determines that the Premises are no longer adequate for Diamond to continue its material operations or the operations of any Licensee or any necessary repairs to the Premises have not been completed or cannot be reasonably completed within one hundred eighty (180) days from the date of the damage. If Diamond does not terminate this Agreement the amount of compensation payable to Landlord herein shall be reduced or abated in proportion to the actual reduction or abatement of use of the Premises. Diamond shall be fully responsible, including obtaining insurance coverage for its own protection from losses from any damages to Systems or other equipment or personal property placed at the Premises, and Landlord shall not directly or through insurance be liable for any loss to such Systems, equipment, or property, except to the extent caused by Landlord's negligence or willful misconduct and, in such event, only to the extent permitted by law.

(b) In the event of condemnation, unless Diamond and the Licensees are allowed by the condemning authorities to continue its operation on the Premises, this Agreement may be terminated by Diamond as of the date title to the lands vests in the condemning authority or the date Diamond is required to cease its operation, whichever is earlier. Diamond shall be entitled to seek its own award from the condemning authority.

14. **DEFAULT AND TERMINATION:** Except as otherwise provided in this Agreement, this Agreement may be terminated without any penalty or further liability upon written notice as follows:

(a) In the event either party shall default in its obligations under this Agreement and such default is not cured within sixty (60) days from the date of receipt of written notice from the non-defaulting party to the defaulting party, the non-defaulting party shall have the right to terminate this Agreement. Notwithstanding the foregoing, if the defaulting party commences and continues to cure the default within such period, the defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Diamond to Landlord, if Diamond is unable to obtain or maintain through no fault of Diamond, any license, permit or other governmental approval necessary for the construction and/or operation of the Systems or Diamond's business; or

(c) By Diamond for any or no reason upon three (3) month's advance written notice from Diamond to Landlord, and upon payment of a termination fee to Landlord in an amount equal to twelve (12) months of compensation as calculated using the manner and rate specified on Exhibit B.

(d) By Landlord as set forth in this Section 14(d). As a governmental entity, Diamond acknowledges that, by entering into this Agreement, Landlord is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Agreement to interfere with the property's public purpose. After the tenth (10th) anniversary of the Effective Date, to the extent Landlord's governing body determines that the Agreement will no longer serve a public purpose or that the Premises is required for other purposes, Landlord may, upon at least one hundred eighty (180) days' written notice to Diamond, terminate the Agreement at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Landlord to use the Premises for the governmental entity's own purposes after the tenth (10th) anniversary of the Effective Date, Diamond agrees to work with Landlord to modify the Agreement to accommodate such use or, if such accommodation is not possible, Landlord may terminate the Agreement upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the initial term, nothing in this Agreement shall be deemed to prohibit Landlord's right and ability, as a governmental entity, to use the Premises or take any action, regardless of the potential for interference with the Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Landlord shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Landlord, Landlord and Diamond shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Landlord for Diamond to relocate the Systems to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Systems, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Diamond shall provide Landlord with an estimate of the cost for relocating the Systems and related carrier equipment to the proposed new location(s) ("Estimated Relocation Cost") for the Entity's understanding and consideration as to how collection of rent might be impacted, and Diamond shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual

cost to Diamond to relocate the Systems and related carrier equipment up to the Estimated Relocation Cost.

15. **COMPENSATION**: During the term of this Agreement, including any renewals, Diamond shall have the exclusive right to collect all rents and other lease or licensee fees from Licensees. Diamond shall compensate Landlord in the manner and at the rate specified in Exhibit B attached hereto and made a part hereof, on or before the last day of the month following Diamond's receipt of Licensee's payment. In no event shall Diamond be required to compensate Landlord any amount that has not been actually received by Diamond from Licensee. Diamond will maintain accurate books and records of accounting, in accordance with generally accepted accounting principles, for the determination of amounts owed and payments to be made under this Agreement. Upon reasonable notice, and once per calendar year, Landlord or its designee shall have the right, during regular business hours, to inspect the books and records of Diamond relating to determination of amounts owed and payments required to be made under this Agreement.

16. **TAXES**. Landlord, a governmental entity, is generally exempt from taxation and shall be required under this Agreement to pay any taxes for which it is exempt. Diamond shall be responsible for the payment of any personal property taxes assessed on, or any portion of such taxes attributable to, the Systems, if any. If Landlord receives a tax assessment or bill for any personal property taxes on or attributable to the Systems, Landlord shall furnish Diamond a copy within thirty (30) days of receipt by Landlord or Landlord's representative, a copy of the tax assessment or bill for any personal property taxes which are assessed on, or any portion of such taxes attributable to, the Systems, if any. Landlord hereby represents and warrants, to the best of its knowledge as of the date of this Agreement, that Landlord's Premises on which the Systems are located (or are to be located) is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of the Premises.

17. **TERM**:

(a) The initial term of this Agreement shall be a period of five (5) years commencing on the Effective Date. During the term of this Agreement, Diamond shall have the exclusive right to install, remove, operate, and maintain wireless communications System(s) at the Premises with the sole exception being Landlord's own equipment used for its personal or its business use. Diamond shall have the right to extend the period of this Agreement for five additional successive five (5) year terms upon the same terms and conditions set forth herein. This Agreement shall automatically be extended for each successive renewal term unless Diamond notifies Landlord in writing at least ninety (90) days before the expiration date of the then current term of Diamond's intention not to extend the relevant term.

(b) During the term of this Agreement and any renewals thereof, Landlord will not permit a Licensee or a potential Licensee to by-pass Diamond or to negotiate directly with the Landlord for the rental of space on the Premises.

(c) Except as otherwise provided herein, should a Licensee or potential Licensee approach the Landlord directly or indirectly, Landlord will refer the Licensee to Diamond and

Landlord will not negotiate directly or indirectly with a Licensee or potential Licensee related to rental of space on the Premises.

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

19. **INTEGRATED AGREEMENT**: This Agreement and all exhibits and amendments attached hereto represent the full and complete agreement between the parties.

20. **MODIFICATIONS**: Any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing and signed by an authorized representative of both parties.

21. **SEVERABILITY**: The unenforceability, invalidity or illegality of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

22. **SUBORDINATION AND NON-DISTURBANCE**. To the extent applicable, this Agreement shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "**Mortgage**") made by Landlord which may now or hereafter encumber the Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Diamond agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Landlord's interest in the Premises, such holder shall recognize and confirm the validity and existence of this Agreement and that Diamond shall have the right to continue its use and occupancy of the Premises in accordance with the provisions of this Agreement as long as Diamond is not in default of this Agreement beyond applicable notice and cure periods. Landlord and Diamond shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this paragraph. In the event the Premises are encumbered by a Mortgage on or after the Effective Date, Landlord, no later than ten (10) days thereafter, shall use commercially reasonable efforts to obtain and furnish Diamond with a non-disturbance and attornment agreement in recordable form from the holder of each Mortgage.

23. **ASSIGNMENTS AND SUBLEASES**. Except as provided in this Section, Diamond may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Diamond may, upon written notice to Landlord, (i) sublease space on the Tower Facilities and within the Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Diamond under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Landlord's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature,

which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Diamond to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Landlord shall be null and void.

24. **SURVIVORSHIP**: This Agreement shall be binding upon the successors, heirs and permitted assigns of the parties. This Agreement shall run with the Premises.

25. INTENTIONALLY DELETED.

26. **ESTOPPELS**. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Agreement to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Agreement; (ii) the extent to which this Agreement has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

27. **RECORDATION**: Diamond, at its option, shall have the right to record a memorandum of this Agreement in the form of the Memorandum of Antenna Site Lease Agreement attached hereto as Exhibit E with the county clerk's office in which the Premises is located and/or the county clerk's office in which this Agreement was executed.

28. **HAZARDOUS SUBSTANCE**:

(a) Landlord represents and warrants that to its knowledge without duty of inquiry, the Premises are free of any Hazardous Substance. "**Hazardous Substance**" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. With prior written notice to Landlord, Diamond shall have the right, but not the duty, to enter upon the Premises and conduct, at Diamond's sole cost and expense and for its sole use and benefit, an environmental assessment to determine the presence of hazardous substances within, on, or under the Premises, provided that Diamond shall not undertake any subsurface environmental testing without the prior consent of Landlord, which may be withheld in the sole discretion of Landlord.

(b) During the Term of this Agreement, Diamond shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material on or under the Premises by Diamond, its Licensees, agents, employees, business invitees, or contractors. Notwithstanding the foregoing, Diamond, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Premises and such installation shall not be a violation of this Section. Diamond shall comply, and require all agents, employees, business invitees, contractors, licensees, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Diamond shall defend, indemnify, protect, and hold Landlord harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Premises caused by the acts, omissions, or negligence of Diamond, its Licensees, sublessees, agents, employees, business invitees, or contractors. The foregoing indemnity shall survive any termination of this Agreement.

29. **NOTICES:** All notices required under or permitted by this Agreement shall be given and served in writing, either delivered personally or sent by overnight courier, providing proof of such service, and addressed to the following parties:

If to Landlord, to:

If to Diamond, to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Legal Department

With a copy to:

Diamond _____ LLC
120 Mountain Ave.
Springfield, New Jersey 07081
Attention: Lease Administration

30. **DIAMOND'S RENTAL STREAM OFFER.** If at any time after the date this Agreement, Landlord receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Landlord shall promptly notify Diamond and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Diamond with a copy of the Rental Stream Offer. To the extent permitted by law, Diamond shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of

the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Landlord agrees to consider any such offer from Diamond in good faith. However, Diamond acknowledges and agrees that nothing herein shall obligate Landlord to consider or approve any Rental Stream Offer, including that of Diamond, and any contract shall be subject to Landlord's determination of best value, requirements of law, and approval of Landlord's governing body.

31. **WAIVER OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

32. **WAIVER OF LANDLORD'S LIEN.** To the extent permitted by law, Landlord hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Systems or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Landlord consents to Diamond's right to remove all or any portion of the Systems from time to time in Diamond's sole discretion and without Landlord's consent.

33. **REMOVAL OF PERSONAL PROPERTY.** On or after termination of this Agreement, Diamond shall, at its sole cost and expense, remove the Systems and all other personal property and improvements which Diamond or its Licensees, sublessees, agents, or contractors has installed or otherwise located on the Premises. Diamond shall reasonably restore the Premises to its original condition within sixty (60) days and shall continue to pay compensation as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Premises within the required time, such items shall be deemed abandoned, and Landlord shall be entitled to remove the remaining items and invoice Diamond for all actual costs of doing so and Diamond shall remit payment of such invoice to Landlord within thirty (30) days of receipt.

34. **MISCELLANEOUS**

(a) This Agreement constitutes the entire agreement and understanding of Landlord and Diamond with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Landlord and Diamond.

(b) This Agreement shall be construed in accordance with the laws of the state in which the Premises is situated.

(c) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(d) Whenever under this Agreement the consent or approval of Landlord is required or a determination must be made by Landlord, no such consent or approval shall be unreasonably

withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(e) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(f) Diamond acknowledges that Landlord is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Diamond asserts any of its information is confidential or proprietary, Diamond must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Landlord, from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act.

(g) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

{Signatures on following page}

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

LANDLORD:

[_____]

DIAMOND:

Diamond _____ LLC

Draft Only – Not for Signature

Name: _____

Title: _____

Date: _____

Draft Only – Not for Signature

Name: Michael G. Brett

Title: CFO

Date: _____

FOR REFERENCE ONLY

EXHIBIT A

PREMISES

FOR REFERENCE ONLY

EXHIBIT B
COMPENSATION

Landlord shall be compensated on a monthly basis during the term of this Agreement and any renewals thereof at a rate of _____ percent (___) of the total revenue collected by Diamond less (i) any maintenance, monitoring, insurance, utilities and other operational expenses and additional rents to third parties, incurred by Diamond, and (ii) any taxes, fees, assessments, surcharges or other expenses payable by Diamond to any governmental authority or any third party for Diamond's or a Diamond Licensee's operation on such Property.

FOR REFERENCE ONLY

EXHIBIT C

Formula for Electrical Consumption Reimbursement

FOR REFERENCE ONLY

EXHIBIT D

FORM OF LANDLORD APPROVAL FORM

FOR REFERENCE ONLY

EXHIBIT E

FORM OF MEMORANDUM OF ANTENNA SITE LEASE AGREEMENT

After recording, return to:
Legal Department
Diamond _____ LLC
820 Morris Turnpike, Suite 104
Short Hills, New Jersey 07078

Site Name:

Memorandum of Antenna Site Lease Agreement

This memorandum evidences that a lease (“Lease”) was made and entered into by written Antenna Site Lease Agreement dated _____, 20__, between _____ (“Landlord”) and DIAMOND _____ LLC (“Diamond”), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Landlord leases to Diamond the premises (the “Premises”) described in Exhibit A attached hereto and located at _____, City of _____, County of _____, State of Texas. The term of the Lease is for five (5) years commencing on _____, 20__, which term is subject to five (5) additional five (5) year extension periods .

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the date first above written.

LANDLORD:

[_____]

Exhibit Only – Not for Signature

DIAMOND:

DIAMOND _____ LLC

Exhibit Only – Not for Signature

* Final Memorandum will have appropriate state notary blocks.

FOR REFERENCE ONLY

EXHIBIT C

Ground Lease Agreement Form

[ATTACHED]

OPTION AND GROUND LEASE AGREEMENT

THIS OPTION AND GROUND LEASE AGREEMENT (“Agreement”) is made this ___ day of _____ 202__, by and between _____ (“Optionor”) and DIAMOND TOWERS V LLC, a Delaware limited liability company (“Optionee”).

I. OPTION TO LEASE

1. Grant of Option. For good and valuable consideration and the mutual promises herein set forth, Optionor hereby gives and grants unto Optionee and its assigns, an exclusive and irrevocable option (“Option”) to lease a certain parcel of real property, located at _____, _____, _____, more particularly described on Exhibit “A”, and survey or site plan shown on Exhibit “A-1”, attached hereto (“Leased Premises”); together with an easement, or easements, for ingress, egress and utilities for the duration of the lease on the property which is more particularly described on Exhibit “B” attached hereto (“Easement”). Optionor agrees and acknowledges the Optionee may, at Optionee’s sole cost and expense, have a metes and bounds survey prepared of the Leased Premises and the Easement, and that the legal description of the Leased Premises and the Easement, as shown on the survey, shall thereafter become the legal description of the Leased Premises and the Easement.

2. Option Initial Term. The initial term of this Option shall be for twenty four (24) months from the Effective Date (“Option Initial Term”).

3. Consideration for Option. Consideration for the Initial Term of the Option granted hereunder shall be Two Thousand and 00/100 Dollars (\$2,000.00) (“Option Consideration”).

4. Extension of Option. This Option can be extended at the discretion of Optionee for one (1) additional period of twelve (12) months (“Option Renewal Terms”) by Optionee paying to Optionor the additional consideration of One Thousand and 00/100 Dollars (\$1,000.00) prior to the expiration of the Option Initial Term or any Option Renewal Term. No more than two (2) total Optional Renewal Terms will be allowed hereunder unless agreed to by Entity in writing. The Option Initial Term and all Option Renewal Terms shall hereinafter be referred to collectively as the “Option Term.”

5. Optionor’s Representations and Warranties. As an inducement for Optionee to enter into and be bound by the terms of this Option, Optionor represents and warrants to Optionee and Optionee’s successors and assigns that, as of the date of this Agreement:

(a) To the knowledge of Optionor, without duty of inquiry or conducting a title search, Optionor has good title to the Leased Premises and the Easement;

(b) To the knowledge of Optionor, Optionor has the authority to enter into and be bound by the terms of this Option;

(c) To the knowledge of Optionor, there are no pending or threatened administrative actions, including bankruptcy or insolvency proceedings under state or federal law, suits, claims or causes of action against Optionor or which may otherwise affect the Leased Premises; and

(d) To the knowledge of Optionor, the Leased Premises are not presently subject to an option, lease or other contract which may adversely affect Optionor's ability to fulfill its obligations under this Option, subject to Optionors retention of its authority to manage and control its governmental owned property and use the Leased Premises when required for Optionor's public purposes during the Option Term, and Optionor covenants that it shall not grant an option or enter into any contract which will affect the Leased Premises or the Easement until this Option expires or is terminated by Optionee.

These representations and warranties of Optionor shall survive the exercise of the Option and the closing anticipated by the exercise of this Option.

6. Inspections and Investigations. Optionor hereby grants to Optionee, its officers, agents, employees and independent contractors the right and privilege to enter upon the Leased Premises and the Easement at any time after the Effective Date, upon at least seventy two (72) hours prior written notice to Optionor, to perform, or cause to be performed, test borings of the soil, environmental audits, engineering studies and to conduct a survey of the Leased Premises and the Easement. Optionor shall provide Optionee with any necessary keys or access codes to the Leased Premises if needed for ingress and egress. Optionee shall not unreasonably interfere with Optionor's use of the Leased Premises or the Easement in conducting these activities, and shall comply with all Optionor safety, security, and access protocols and requirements. Notwithstanding any provision to the contrary contained in this Agreement, Optionee shall not have the right to undertake any subsurface environmental testing on the Leased Premises without the prior written consent of Optionor, which consent may be withheld in the sole discretion of Optionor. Optionee shall have the right, at its cost and expense, to have the Leased Premises and the Easement surveyed and to obtain a title report or commitment for a leasehold title policy covering the Leased Premises and the Easement from the title insurance company of its choice. Optionor shall, at its option, remove any survey or title defects, which will adversely affect Optionee's leasehold title or its ability to insure or mortgage the leasehold interest or, if Optionee will not accept any survey or title defects, Optionee may declare this Option to be void and of no further effect in which case there shall be no further liability on the part of Optionee to Optionor.

7. Further Acts. Optionor shall cooperate with Optionee's reasonable requests in executing documents as may be necessary to establish Optionee's rights under this Option or Optionee's use of the Leased Premises and the Easement and to take such action as may reasonably be required to effect the intent of this Option, at the sole cost and expense of Optionee. Notwithstanding the foregoing, Optionee shall have no obligation to pay Optionor's legal fees associated with such actions. Optionee shall be responsible for the filing of any applications with federal, state and local governmental authorities which applications relate to Optionee's Intended Use of the Leased Premises including but not limited to land use and zoning applications. To the extent applications may require Optionor approval, inclusion, or submission,

Optionee shall provide such applications to Optionor for review and approval with reasonable and sufficient time (which shall be no less than ten (10) Optionor business days) to review.

8. Assignment of Option. This Option may be sold, assigned or transferred at any time by Optionee upon the written consent of Optionor, which consent shall not be unreasonably withheld, conditioned, or delayed, with respect to any assignment of this Agreement by Optionee. Upon written approval of Optionor to such sale, assignment or transfer, and the completion of such sale, assignment, or transfer, Optionee shall be released from any and all liability under this Agreement, including the payment of any rental or other sums due, without any further action. Notwithstanding the foregoing, Optionee may assign this Option to an Affiliate, as hereinafter defined, of Optionee without Optionor's consent. Optionee shall provide written notice to Optionor of such Affiliate assignment.

9. Change in Status or Property. If during the Option Term, or during the Term, if the Option is exercised, Optionor/Lessor decides to subdivide, sell, or change the status of the zoning of the Premises, the Property or any of Lessor's contiguous, adjoining or surrounding property (the "Surrounding Property"), or in the event of a threatened foreclosure on any of the foregoing, Optionor/Lessor shall immediately notify Optionee/Lessee in writing. Optionor/Lessor agrees that during the Option Term, or during the Term if the Option is exercised, Optionor/Lessor shall not initiate or consent to any change in the zoning of the Premises which would adversely impact the zoning status of the Tower, the property or the Surrounding Property or impose or consent to any other use or restriction that would prevent or limit Optionee/Lessee from using the Premises for the Intended Use, as further defined herein, unless such change is determined, in Optionor's sole discretion, to be necessary for its own use of property for its governmental/public purposes. Any and all terms and conditions of the Agreement that by sense or context are intended to be applicable during the Option Term shall be so applicable.

II. GROUND LEASE AGREEMENT

10. Exercise of Option. Upon the tender of written notice of Optionee's intent to exercise the Option, the following lease provisions ("Lease") shall govern the relationship of the parties, and Optionor shall thereafter be referred to as Lessor, and Optionee shall thereafter be referred to as Lessee. The date of the written notice to exercise the Option shall constitute the commencement date of the Lease ("Commencement Date").

11. Use. The Leased Premises may be used by Lessee for the transmission and receipt of wireless communication signals in any and all frequencies and the construction, maintenance, operation, repair, replacement and upgrade of communications fixtures and related equipment, cables, accessories and improvements, which may include a suitable support structure or towers, associated antennas, equipment shelters or cabinets, buildings, fencing and related facilities and activities ("Intended Use"). Lessor agrees to reasonably cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits required for Lessee's Intended Use of the Leased Premises (the "Governmental Approval"). Lessee shall prepare, execute and file all required applications to obtain Governmental Approval for the Intended Use. Lessor agrees to reasonably assist Lessee with such applications and with obtaining and maintaining

Government Approvals. Lessee may construct additional improvements, demolish and reconstruct improvements, or restore, replace and reconfigure improvements at any time during the Initial Term or any Renewal Term of this Lease. In the event Lessee desires to modify or upgrade the Tower Facilities, as further defined herein, in a manner that requires an additional portion of the property (the "Additional Premises") for such modification or upgrade, Lessee shall notify Lessor such that the parties may seek to negotiate a Lease for Additional Premises, as may be available and appropriate, upon the same terms and conditions set forth herein, except that Rent, as further defined herein, shall increase, in conjunction with the lease of the Additional Premises by the amount equivalent to the then current per square foot rental rate charge by Lessor to Lessee times the square footage of the Additional Premises. Nothing herein shall be deemed to require Lessor to lease Additional Premises or to guaranty the availability of any property not within the Leased Premises for lease.

12. Legal Compliance. Lessee will comply with and abide by all federal, state, and local laws and regulations in its performance under this Lease and its use and activities on the Leased Premises, Easement, or other Lessor property, including, but not limited to, obtaining, at its sole expense, all licenses, permits, or regulatory or governmental approvals that may be required. Lessee shall further require the same compliance by its contractors, licensees, or sublessees in all agreements. Lessee shall defend, indemnify, and hold harmless Lessor for any claims, suits, actions, liability, loss, or damage arising out of any noncompliance by Lessee, its employees, agents, contractors, licensees and sublicensees.

13. Initial Term. The term of this Lease shall be ten (10) years commencing on the Commencement Date, as that term is defined in Section 10 above, and terminating on the tenth (10th) anniversary of the Commencement Date ("Initial Term").

14. Renewal Terms. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth in this Lease. This Lease shall automatically be renewed for each successive Renewal Term unless Lessee notifies Lessor of Lessee's intention not to renew the Lease at least thirty (30) days prior to the expiration of the Initial Term or the Renewal Term which is then in effect. If Lessee remains in possession of the Leased Premises after the termination of this Agreement, then Lessee shall be deemed to be occupying the Leased Premises on a month to month basis ("Holdover Term"), subject to the terms and conditions of this Agreement. Hereinafter, the Initial Term, any Renewal Term and any Holdover Term may be collectively referred to as the "Term."

15. Rent. Commencing on the first day of the calendar month following the date that Lessee commences construction on the Leased Premises ("Rent Commencement Date"), during the Initial Term and each Renewal Term of this Lease, Lessee shall pay to Lessor the amount of rent ("Rent") provided in the Rent Schedule attached hereto as Exhibit "C", which shall be deemed to include any applicable state, county or local sales or use tax from which Lessor is not exempt. It shall be the sole responsibility of the Lessor to remit payment of any applicable state, county or local sales or use tax related to the Rent from which Lessor is not exempt to the appropriate taxing authority. Nothing herein shall be deemed to impose on Lessor the obligation to pay taxes from which it is exempt. Rent shall be payable in advance on or before the fifteenth

(15th) day of each calendar month, and shall be remitted to the address shown for Lessor in this Lease, or such other address as Lessor may direct by notice in writing to Lessee. If the Commencement Date, or the date of termination (the "Termination Date"), of this Lease is other than the first (1st) day of a calendar month, Rent shall be prorated. In the event of termination for any reason, other than nonpayment of Rent, all advance Rent paid to Lessor with respect to the period after the Termination Date shall be refunded to Lessee.

16. Lessor's Representations and Warranties. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement and without duty of inquiry, there are no easements, licenses, rights of use or other encumbrances on the Leased Premises which will materially interfere with or constructively prohibit Lessee's Intended Use of the Leased Premises. Lessor further represents and warrants that, to its actual knowledge as of the date of this Agreement, the execution of this Lease by Lessor will not cause a breach or an event of default of any other agreement to which Lessor is a party.

17. Conditions Subsequent. Lessee represents that it has exercised due diligence in its review of the Leased Premises to determine that its Intended Use is not actually or constructively prohibited by any laws, rules, or regulations. In the event that, despite Lessee's exercise of due diligence, Lessee's Intended Use of the Leased Premises becomes actually or constructively prohibited through no fault of Lessee or the Leased Premises becomes, in Lessee's commercially reasonable opinion, unacceptable to Lessee, then Lessee shall have the right to terminate this Lease. In the event that Lessee terminates solely due to its opinion that the Leased Premises are unacceptable, but the Intended Use is not actually or constructively prohibited, Lessee shall pay Lessor a termination fee of two (2) months' Rent.

18. Interference Lessee represents that, prior to entering into this Agreement, it has exercised due diligence in reviewing the Leased Premises and existing use of property adjacent to the Leased Premises to reasonably determine that it is appropriate for the Intended Use without interference. In the event a subsequent change of use by Lessor, its lessees, licensees, invitees, or agents to any portion of adjacent real property owned by Lessor materially interferes with the wireless communications operation of Lessee, any such interference extending for more than forty-eight (48) hours may be deemed a material breach of this Lease by Lessor and Lessor shall have the responsibility to take commercially reasonable action, to the extent permitted by law, to terminate said interference. Prior to Lessee exercising any rights under this Agreement regarding interference, Lessee agrees to notify Lessor of the interference and work with Lessor in good faith to promptly determine the source of interference and reasonable options to rectify the interference. Further, upon Lessor providing Lessee advanced notice of any anticipated or potential changes on Lessor's adjacent property, Lessee agrees to work with Lessor in good faith to determine in advance any potential areas of interference. In the event any such interference does not cease or is not promptly rectified, Lessor acknowledges that continuing interference will cause irreparable injury to Lessee, and Lessee shall have the right, in addition to any other rights that it may have at law or in equity, to bring action to enjoin such interference or to terminate this Lease immediately upon notice to Lessor. Except where may be required for Lessor's necessary governmental operations, compliance with law, or to address an emergency or critical situation, Lessor will not grant after the Effective Date, a lease, license or any other right to any third party, if it reasonably believes that the exercise of such grant may materially and adversely affect

or interfere with the Tower Facilities, the operations of Lessee or the rights of Lessee under this Agreement. Lessor will notify Lessee in writing prior to granting any third party the right to install and operate wireless cellular communications equipment within one (1) mile of the Leased Premises. For the purposes of this Agreement, "interference" may include, but is not limited to, any use on the property or Surrounding Property that causes material electronic or physical obstruction with, or degradation of, the communication signals from the Tower Facilities.

19. Improvements; Utilities, Access and Landscaping.

(a) Lessee shall have the right at Lessee's sole cost and expense, to erect and maintain on the Leased Premises improvements, personal property and facilities, including without limitation, tower(s), a structural tower base(s), radio transmitting and receiving antennas, communications equipment, equipment cabinet(s) and/or shelter(s) and related facilities (collectively the "Tower Facilities"). The Tower Facilities shall remain the exclusive property of the Lessee throughout the Term and shall be fully removed, and the property restored, by Lessee upon termination of this Lease at Lessee's sole expense. Lessor shall have the right to require a decommissioning bond in favor of Lessor as security for Lessee's obligation to remove the Tower Facilities, in form and substance reasonably satisfactory to Lessor, if (i) the Lease is assigned to an entity with a net worth of less than five-million dollars (\$5,000,000) and (ii) a bond is not already required in the jurisdiction where the Leased Premises are located. Lessor grants Lessee the right, to the extent permitted by law, regulations, and local ordinance, to clear all trees, undergrowth, or other obstructions and to trim, cut, and keep trimmed and cut all tree limbs to the extent necessary to prevent interference with or falling upon Lessee's tower or Lessee's other improvements, communications equipment or Easement rights. Lessor grants Lessee the Easement in Exhibit "B" and may, as necessary, grant additional, non-exclusive easements as agreed to by the Parties in writing in, over, across and through other real property owned by Lessor as reasonably required for construction, installation, maintenance, and operation of the Tower Facilities. In the event that the tower to be constructed by Lessee on the Leased Premises is a guyed tower, Lessor also grants Lessee an easement over Lessor's real property during the Initial Term and any Renewal Term of this Lease for any guy wires and guy wire anchors. If Lessee elects to utilize a small Unmanned Aircraft System ("UAS") in connection with the installation, construction, monitoring, site audits, inspections, maintenance, repair, modification, or alteration activities at the Property or Leased Premises, Lessor hereby grants Lessee, or any small UAS operator acting on Lessee's behalf, express permission to fly over the applicable Property and Leased Premises, and consents to the use of audio and video navigation and recording in connection with the use of the small UAS. Lessee must coordinate all small UAS operations with Lessor in advance and shall ensure all such operations shall only be performed by persons with a valid FAA remote pilot in command certification, or other certification or license legally required for such operations, and shall ensure safe operation and use all necessary and reasonable efforts to limit audio and video recording to the Leased Premises, and avoid any audio or video recording of students or private property.

(b) Lessee shall have the right to install utilities, at Lessee's expense, and to improve present utilities on the Leased Premises (including but not limited to the installation of emergency power generators). Lessee shall have the right to permanently place utilities on (or to

bring utilities across or under) the Easement to service the Leased Premises and the Tower Facilities. In the event that utilities necessary to serve the equipment of Lessee or the equipment of Lessee's licensee(s) or sublessee(s) cannot be located within the Easement for ingress and egress, Lessor agrees to cooperate with Lessee and to act reasonably in allowing the location of utilities on other real property owned by Lessor without requiring additional compensation (other than compensation of direct costs, if any) from Lessee or Lessee's licensee(s) or sublessee(s). Lessor may, as appropriate, execute a separate written easement to the Lessee or to the utility company providing the service, in a form which may be filed of record evidencing this right.

(c) Lessor represents and warrants to Lessee that Lessee shall, at all times during this Lease, enjoy ingress, egress, and access from the Leased Premises to an open and improved public road which presently exists, and which Easement shall be adequate to service the Leased Premises and the Tower Facilities. If no such public road exists, or ceases to exist in the future, Lessor and Lessee shall work to determine an appropriate easement agreeable to the Parties for Lessee, Lessee's sublessees and assigns so that Lessee may, at its own expense, construct a suitable private access drive to the Leased Premises and the Tower Facilities. To the degree such access is across other property owned by Lessor, Lessor shall, as appropriate, execute an easement evidencing this right and Lessor shall use reasonable efforts to maintain access to the Easement in a free and open condition so that no material interference is caused to Lessee, by other lessees, licensees, invitees or agents of the Lessor which may utilize the Easement. Lessor shall provide such access to the Leased Premises via the approved Easements to allow Lessee, or its sublessees, to use, maintain and repair the improvements located on the Leased Premises. Such access shall be provided twenty-four (24) hours per day, seven (7) days per week. Lessee shall provide Lessor forty-eight (48) hours notice prior to accessing the Leased Premises, email acceptable. Notice shall be provided to TISD through Carlos Garcia [PO Box 170, 19200 Cobb Ave., Tornillo, TX 79853 / GarciaC@tisd.us or (915) 765-3035T]. Notice shall not be required in the event of an emergency. If Lessor willfully and intentionally obstructs access granted by this Lease for reason other than casualty or compliance with law, such obstruction shall be deemed a default under the Lease and in connection with such default, in addition to any other rights or remedies available to Lessee under this Lease or at law or equity, Lessor shall pay Lessee, as liquidated damages, and not as a penalty, Five Hundred and 00/100 Dollars (\$500.00) per day in consideration of Lessee's damages until Lessor cures such default. Lessor and Lessee agree that Lessee's damages in the event of a denial of access are difficult, if not impossible, to ascertain, and the liquidated damages set forth are a reasonable approximation of such damages.

(d) In the event a Governmental Approval necessary for the construction operation and/or maintenance of the Tower Facilities requires landscaping around the Tower Facilities and such required landscaping cannot be located within the Leased Premises following Lessee making all reasonable efforts and attempts to modify the Tower Facilities design to allow such required landscaping, Lessee shall notify Lessor and the Parties shall work together in good faith to determine if it is possible for Lessor to provide an easement for property outside of the Leased Premises to satisfy any such Governmental Approval with respect to landscaping without requiring additional compensation from Lessee or Lessee's licensee(s), sublessee(s) or such similar parties. Nothing herein shall require Lessor to approve or provide an easement that

interferes with Lessor's use of its property. Lessee shall be responsible for the installation and maintenance of any such landscaping contemplated by this Section.

(e) Lessee shall comply with all requirements of Texas Government Code §2252.909 (Required Lease Terms for Lease of Public Property), or any successor statute. Lessee shall:

(i) Include in each contract for the construction, alteration, or repair of an improvement on the Leased Premises a condition that the contractor (A) execute a payment bond that conforms to Subchapter I, Chapter 53, of the Texas Property Code; and (B) execute a performance bond in an amount equal to the amount of the contract for the protection of Lessor and conditioned on the faithful performance of contractor's work in accordance with the plans, specifications, and contract documents; and

(ii) Provide Lessor a notice of commencement, as set forth herein, at least 90 days before the date the construction, alteration, or repair of any improvement to the Leased Premises begins. The notice of commencement under this subsection must (A) identify the public property where the work will be performed; (B) describe the work to be performed; (C) state the total cost of the work to be performed; (D) include copies of the performance and payment bonds required under subsection (e)(i); and (E) include a written acknowledgement signed by the contractor stating that copies of the required performance and payment bonds will be provided to all subcontractors not later than the fifth day after the date a subcontract is executed.

(iii) On or before the 10th day after Lessor receives a notice of commencement for the construction, alteration, or repair of an improvement to leased property required under subsection (e)(ii), Lessor may notify Lessee that the construction, alteration, or repair may not proceed.

(iv) Lessee acknowledges that, pursuant to Texas Government Code §2252.909(e), a person commits an offense (Class A misdemeanor) if the person materially misrepresents information in a notice of commencement.

(v) LESSOR is a tobacco-free, drug-free, weapon-free and alcohol-free zone. The LESSEE shall use commercially reasonable efforts to ensure that all employees and contractor employees are not in possession of or under the influence of any drugs, tobacco or alcohol and that no weapons are brought onto the Premises. Violation of this policy will result in the offending employee being restricted from all LESSOR campuses.

(vi) Any LESSEE employees or contract workers having direct contact with students must submit to a criminal background check as required by Texas law. LESSEE shall maintain copies of all criminal background checks for all of LESSEE's and subcontractor's employees on the worksite having direct contact with students and shall make same available for inspection at LESSOR'S request.

20. Termination. Except as otherwise provided herein, this Lease may be terminated without any penalty or further liability upon written notice as follows:

(a) By either party upon a default of any material covenant or term hereof by the other party, which default is not cured within sixty (60) days of receipt of written notice of default (without however, limiting any other rights available to the parties pursuant to any other provisions hereof); provided, that if the defaulting party commences and continues efforts to cure the default within such period, the non-defaulting party shall have reasonable, additional time (not to exceed forty-five (45) days) to cure the default;

(b) Upon thirty (30) days' written notice by Lessee to Lessor, if Lessee is unable to obtain or maintain through no fault of Lessee, any license, permit or other Governmental Approval necessary for the construction and operation of the Tower Facilities or Lessee's business;

(c) By Lessee for any reason upon sixty (60) day's advance written notice from Lessee to Lessor, and upon payment of a termination fee to Lessor in the amount of twelve (12) months of the then current Rent due hereunder; or

(d) By Lessor as set forth in this Section 20(d). As a governmental entity, Lessee acknowledges that, by entering into this Lease, Lessor is not relinquishing, and may not relinquish, the authority of its governing body to control the property's use or allow the Lease to interfere with the property's public purpose. After the Initial Term, to the extent Lessor's governing body determines that the Lease will no longer serve a public purpose or that the Leased Premises is required for other purposes, Lessor may, upon at least one hundred eighty (180) days' written notice to Lessee, terminate the Lease at the end of its then current term. Such notice shall include a detailed reason and/or justification for the termination. Further, in the event a need arises on the part of Lessor to use the Leased Premises for the governmental entity's own purposes after the Initial Term, Lessee agrees to work with Lessor to modify the Lease to accommodate such use or, if such accommodation is not possible, Lessor may terminate the Lease upon at least one hundred eighty (180) days' written notice or shorter notice if required by law or public emergency. Regardless of whether during or after the Initial Term, nothing in this Agreement shall be deemed to prohibit Lessor's right and ability, as a governmental entity, to use the Leased Premises or take any action, regardless of the potential for interference with the Leased Premises, to the extent required in a declared public emergency or when otherwise required by law. However, Lessor shall use all commercially reasonable efforts to avoid and minimize the duration and effect of any such interference.

Prior to any termination by Lessor, Lessor and Lessee shall use best efforts to find a mutually agreeable location on the Property or other property owned or controlled by Lessor for Lessee to relocate the Tower Facilities to or build a new tower. In the event the parties find a mutually agreeable location on the Property for the relocation of the Tower Facilities, the parties shall enter into a lease agreement on identical terms to this Agreement. During the negotiation of a mutually agreeable location, and prior to execution of the new lease agreement, Lessee shall provide Lessor with an estimate of the cost for relocating the Tower Facilities and related carrier equipment to the proposed new location(s) ("**Estimated Relocation Cost**") for the Entity's

understanding and consideration as to how collection of rent might be impacted, and Lessee shall be entitled to an abatement of rent under the new agreement in an amount equal to the actual cost Lessee to relocate the Tower Facilities and related carrier equipment up to the Estimated Relocation Cost.

21. Sublessee's Improvements. Lessee's licensee(s) and sublessee(s) shall be entitled to modify the Tower and to erect additional improvements on the Leased Premises, including, but not limited to antennas, dishes, cabling, additional storage buildings or equipment shelters on the Leased Premises as are reasonably required for the operation and maintenance of the communications equipment to be installed on the Leased Premises by said licensee(s) and sublessee(s), together with rights of ingress and egress to the Leased Premises and the right to install utilities on the Leased Premises as if said licensee or sublessee were the Lessee under this Lease. Lessee shall, in its agreements with such licensee(s) and sublicensee(s), ensure that the licensee(s) and sublicensee(s) are subject to all requirements under this Agreement that apply to Lessee, including regarding improvements, use of property, and access to property.

22. Taxes.

(a) Lessor, a governmental entity, is generally exempt from taxation and shall not be required under this Agreement to pay any taxes for which it is exempt. Lessee shall be responsible for (i) any taxes and assessments attributable to and levied upon Lessee's leasehold improvements on the Leased Premises and as set forth in this Section and (ii) all sales, use, license, value added, documentary, stamp, gross receipts, registration, real estate transfer, conveyance, excise, recording and other similar taxes and fees imposed in connection with an assignment of this Agreement or sublease by Lessee.

(b) In the event Lessor receives a notice of assessment with respect to which taxes or assessments are imposed on Lessee's leasehold improvements on the Leased Premises, Lessor shall provide Lessee with copies of each such notice promptly upon receipt, but in no event later than 30 days after the date of such notice of assessment. Lessee shall reimburse Lessor for the tax and assessments identified on the notice of assessment on Lessee's leasehold improvements, which are paid by the Lessor. If Lessor seeks reimbursement from Lessee, Lessor shall, no later than 30 days after Lessor's payment of the taxes or assessments for the assessed tax year, provide Lessee with written notice including evidence that Lessor has timely paid same, and Lessor shall provide to Lessee any other documentation reasonably requested by Lessee to allow Lessee to evaluate the payment and reimburse Lessor.

(c) For any tax amount which Lessee is responsible for under this Lease and Agreement, Lessee shall have the right to contest, in good faith, the validity or the amount thereof using such administrative, appellate or other proceedings as may be appropriate in the jurisdiction, and may defer payment of such obligations, pay same under protest, or take such other steps as permitted by law. This right shall include the ability to institute any legal, regulatory or informal action with respect to the valuation of the Leased Premises. Lessor shall reasonably cooperate with respect to the commencement and prosecution of any such proceedings. The expense of any such proceedings shall be borne by Lessee and any refunds or rebates secured as a result of Lessee's action shall belong to Lessee, to the extent the amounts

were originally paid by Lessee. In the event Lessee notifies Lessor by the due date for the assessment of Lessee's intent to contest the assessment, Lessor shall not pay the assessment pending conclusion of the contest, unless required by applicable law.

(d) Lessor shall provide prior written notice to Lessee of any split by Lessor or action by Lessor to cause the tax parcel on which the Leased Premises are located to be split, bifurcated, separated or divided.

(e) Any tax related notices shall be sent to Lessee in the manner set forth in Section 30, (Notices). Promptly after the Commencement Date, upon written request of Lessee, Lessor shall provide the address requested by Lessee to the taxing authority for the authority's use in the event the authority needs to communicate with Lessee. In the event that Lessee's tax address changes by notice to Lessor, Lessee shall provide notice to the taxing authority. If the taxing authority requires additional notice from the property owner, Lessee shall notify Lessor, and Lessor shall reasonably assist in providing Lessee's new tax address to the taxing authority or authorities.

(f) Notwithstanding anything to the contrary contained in this Section, Lessee shall have no obligation to additionally reimburse Lessor for any tax or assessment for which the Lessee is separately reimbursed or rebated by a third party.

(g) Lessor hereby represents and warrants that, to the best of its knowledge as of the date of this Agreement, Lessor's property on which the Leased Premises and Easement are located is not subject to any "Conservation Use Covenant", "Greenbelt Covenant" or any conservation use program which restricts or limits development of Lessor's property.

23. Destruction of Premises. If the Leased Premises or the Tower Facilities are destroyed or damaged, so as to materially hinder the effective use of the Tower Facilities in Lessee's reasonable judgment, Lessee may elect within thirty (30) days of such damage/destruction to terminate this Lease as of the date of the damage or destruction by so notifying the Lessor in writing. In such event, all rights and obligations of Lessee to Lessor shall cease as of the date of completion of the removal of the Tower Facilities by Lessee as required by this Agreement, and Lessee shall be entitled to reimbursement of any Rent prepaid by the Lessee for the period beyond that date.

24. Condemnation. If a condemning authority takes all of the Leased Premises, or a portion sufficient in Lessee's determination to render the Leased Premises, in the reasonable opinion of Lessee, unsuitable for the use which Lessee was then making of the Leased Premises, this Lease shall terminate as of the date the title vests in the condemning authority. Lessee shall be entitled to file its own claims against the condemning authority for the value of its Tower Facilities, moving expenses, prepaid rent and business dislocation expenses. A sale of all or part of the Leased Premises to a purchaser with the power of eminent domain, in the face of the exercise of eminent domain power, shall be treated as taking by condemnation for the purpose of this Section.

25. Casualty. Each Party shall provide notice to the other Party of any casualty or other harm affecting the property within twenty-four (24) hours of discovery or notice of the casualty or other harm. If any part of the Tower Facilities or the property is materially damaged by casualty or other harm, through no fault of Lessee, as to render the Leased Premises unsuitable, in Lessee's reasonable determination, then Lessee may elect within thirty (30) days of the date of the casualty or other harm to terminate the Lease and Agreement by providing written notice to Lessor, which termination will be effective as of the date of the notice. Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities on the property, but only until such time as Lessee is able to activate a replacement transmission facility at another location and only to the extent permitted by law and only to the extent such temporary facilities do not impede or interfere with Lessor any more than the Tower Facilities. Notwithstanding the termination of this Lease and Agreement, such temporary facilities will be governed by all of the terms and conditions of this Agreement, including Rent. Lessee shall be fully responsible, including obtaining insurance coverage, for its own protection from losses for any damages to Tower Facilities, and Lessor shall not directly or through insurance be liable for any loss to Tower Facilities unless caused by willful act or gross negligence of Lessor and, in such event, only to the extent permitted by law. If Lessor or Lessee undertakes to rebuild or restore the Leased Premises and/or the Tower Facilities, as applicable, Lessor agrees to permit Lessee to place reasonable temporary transmission and reception facilities which do not impede or interfere with Lessor any more than the Tower Facilities on the property at no additional Rent until the reconstruction of the Leased Premises and/or the Tower Facilities is completed. If Lessor determines not to rebuild or restore the property, Lessor will notify Lessee of such determination within sixty (60) days after discovery or notice of the casualty or other harm. Lessor agrees that the Rent shall be abated until the property and/or the Leased Premises are rebuilt or restored, unless Lessee places temporary transmission and reception facilities on the property.

26. Insurance. Lessee shall purchase and maintain in full force and effect, throughout the Initial Term and any Renewal Term, commercial general liability insurance with a combined single limit of at least One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the aggregate, which insurance shall include Lessor as an additional insured. Lessee shall require all of its contractors and subcontractors to maintain General Liability Insurance coverage in an amount equal to that specified herein.

27. Indemnification. In addition to, and without limiting, any other indemnification obligations in this Agreement, Lessee will defend, indemnify, and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description, including without limitation all expenses of litigation, court costs, and attorneys' fees, arising out of or related to: (a) injury or death to any person or damage to property related to the acts of Lessee or its agents, employees, contractors, invitees, licensees, or sublessees on Lessor's property; and (b) Lessee's negligence, misconduct, breach of contract, or other failure to comply with its obligations under this Agreement, or infringement or violation of a third-party's intellectual property or privacy right. Notwithstanding the foregoing, Lessee shall have no obligation to indemnify and hold harmless Lessor and its officers, board members, employees, and agents from and against all claims, suits, actions, liability, liens, loss, and damage of any character, type, or description,

including without limitation all expenses of litigation, court costs, and attorneys' fees, to the extent determined by a court, arbitrator, or tribunal of competent jurisdiction to have been caused by Lessor's negligence or willful misconduct.

28. Lessee's Environmental Covenants and Indemnity. As used in this Lease, the term "Hazardous Materials" shall mean any hazardous or toxic substance, material or waste which is, or becomes designated as such in the future or is regulated by any agency of the United States Government or by any local governmental authority having jurisdiction, including, without limitation, any substance, material or waste that is defined or designated as a hazardous substance pursuant to the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or the Clean Water Act. During the Term of this Lease, Lessee shall not cause or authorize the presence, use, storage and/or disposal of any Hazardous Material, on or under the Leased Premises by Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. Notwithstanding the foregoing, Lessee, and its licensees, sublicensee, sublessees, and/or subtenants shall have the right to install backup generators on the Leased Premises and such installation shall not be a violation of this Section. Lessee shall comply, and require all agents, employees, business invitees, contractors, licenses, and sublessees to be in compliance with all applicable laws, rules, regulations and orders. Lessee shall not install or permit the installation of any underground storage tanks on the Leased Premises. Lessee shall defend, indemnify, protect and hold Lessor harmless from and against all claims, costs, fines, judgments and liabilities, including attorney's fees and costs, arising out of or in connection with the presence, storage, use or disposal of Hazardous Materials on or under the Leased Premises caused by the acts, omissions or negligence of Lessee, its agents, employees, business invitees, contractors, licensees, or sublessees. The foregoing indemnity shall survive any termination of this Lease.

29. Lessor's Environmental Representation. Lessor represents and warrants, to its knowledge, without duty of inquiry, that no Hazardous Materials have been generated, stored, disposed of or are present on or under the Leased Premises prior to the Commencement Date of this Lease. Lessor shall immediately notify Lessee in writing of (i) any release or threatened release of Hazardous Materials in, on, under, from or migrating towards the Leased Premises; (ii) any non-compliance with any environmental laws related in any way to the Leased Premises; (iii) any actual or potential environmental lien; (iv) any required or proposed remediation of environmental conditions relating to the Leased Premises; and (v) any written or oral notice or other communication relating in any way to Hazardous Materials on the Leased Premises. The foregoing representations shall survive any termination of this Lease.

30. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given if sent by a nationally recognized courier, or certified mail, return receipt requested, to the following address:

If to Lessor, to:

Attn:

If to Lessee, to:

Diamond Towers V LLC
120 Mountain Avenue
Springfield, New Jersey 07081
Attention: Legal Department

31. Title and Quiet Enjoyment. Lessor represents, to its knowledge and without duty of inquiry, that (i) it has good fee simple title to the Leased Premises and the Easement; and (ii) the Leased Premises constitutes a legal lot that may be leased without the need for any subdivision or platting approval. Lessor covenants that Lessee shall have the quiet enjoyment of the Leased Premises during the term of the Lease. This Lease shall be an estate for years and not a usufruct. Lessor shall not knowingly use, nor shall Lessor knowingly permit its lessees, licensees, invitees, or agents to use any adjacent property owned or controlled by Lessor in any way which materially interferes with operations of Lessee. Such interference may be deemed a material breach by Lessor, and Lessee shall have the right, in addition to any other rights that it may have in law or equity, to enjoin such interference or to terminate this Lease.

32. Subordination and Non-Disturbance. To the extent applicable, this Lease shall be subject to and subordinate to any mortgage or deed to secure debt (collectively referred to as a "Mortgage") made by Lessor which may now or hereafter encumber the Leased Premises, provided that no such subordination shall be effective unless the holder of every such Mortgage shall in a separate agreement with Lessee agree that in the event of a foreclosure, or conveyance in lieu of foreclosure of Lessor's interest in the Leased Premises, such holder shall recognize and confirm the validity and existence of this Lease and that Lessee shall have the right to continue its use and occupancy of the Leased Premises in accordance with the provisions of this Lease as long as Lessee is not in default of this Lease beyond applicable notice and cure periods. Lessee shall execute in timely fashion such instruments as may reasonably be requested to evidence the provisions of this Section. In the event the Leased Premises are encumbered by a Mortgage on or after the Commencement Date, Lessor, no later than ten (10) days after the Option has been exercised, shall use commercially reasonable efforts to obtain and furnish Lessee with a non-disturbance agreement in recordable form from the holder of each Mortgage.

33. Condition of Leased Premises. Lessee acknowledges that it has independently and personally inspected the Premises and that it has entered into this Agreement based upon such examination and inspection. Lessee accepts the Premises in their present condition, "AS IS, WITH ALL FAULTS, IF ANY. AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED," other than the warranty of quiet enjoyment, specifically without limiting the generality of the foregoing, Lessee accepts the Premises without any warranty of (a) the nature or quality of any construction, structural design or engineering of any improvements currently located at or constituting a portion of the Premises, (b) the quality of the labor and materials included in any such improvements, or (c) the suitability of the Premises for any particular purpose or developmental potential.

34. WAIVER OF CONSUMER RIGHTS UNDER DTPA. AS A MATERIAL CONSIDERATION FOR LESSOR'S ENTERING INTO THIS AGREEMENT, LESSEE HEREBY WAIVES ANY RIGHT IT MAY HAVE UNDER THE DECEPTIVE TRADE PRACTICES-CONSUMER PROTECTION ACT, SECTION 17.41 ET SEQ., TEXAS BUSINESS & COMMERCE CODE, A LAW THAT GIVES CONSUMERS SPECIAL RIGHTS AND PROTECTIONS. AFTER CONSULTATION WITH AN ATTORNEY OF ITS OWN SELECTION, LESSEE VOLUNTARILY CONSENTS TO THIS WAIVER.

35. Assignments and Subleases. Except as provided in this Section, Lessee may not sell, transfer, assign, sublease, or convey any portion of its interest in this Lease or the Leased Premises. Notwithstanding the foregoing, if an event of default has not occurred and is continuing, Lessee may, upon written notice to Lessor, (i) sublease space on the Tower Facilities and within the Leased Premises to third parties, (ii) assign its interest in the Agreement to any party who (a) has a proven history of operating communication towers, (b) has a net worth of at least Fifteen Million and 00/100 Dollars (\$15,000,000.00) and (c) assumes in writing the obligations of Lessee under this Agreement, (iii) mortgage its interest in this Agreement and the leasehold interest created hereby to third party lenders in bona fide loan transactions, which mortgage shall not be deemed a loan or mortgage on Lessor's property and any records filing regarding the mortgage shall clearly state that fact, and (iv) assign its interest in this Agreement and the leasehold interest created hereby to Affiliates, as hereinafter defined. For purposes hereof, "Affiliates" shall mean, as to any party to this Lease, any individual, partnership, corporation, business trust, joint stock company, trust, unincorporated association, joint venture, or other entity of whatever nature, which, directly or indirectly, is in control of, is controlled by, or is under common control with, such party. For purposes of this definition, "control" of an entity means the power, directly or indirectly, either to (i) vote 10% or more of the securities having ordinary voting power for the election of directors of such entity, or (ii) direct or cause the direction of the management and policies of such entity whether by contract or otherwise. Except as provided above, any attempt by Lessee to sell, transfer, encumber, assign or convey its leasehold estate or any interest in the estate without the prior, written consent of Lessor shall be null and void.

36. Successors and Assigns. This Lease shall run with the Leased Premises described on Exhibit "A" and shall be binding upon and inure to the benefit of the parties, their respective heirs, successors, personal representatives and assigns.

37. Waiver of Lessor's Lien. To the extent permitted by law, Lessor hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Tower Facilities or any portion thereof, regardless of whether or not same is deemed real or personal property under applicable laws. Lessor consents to Lessee's right to remove all or any portion of the Tower Facilities from time to time in Lessee's sole discretion and without Lessor's consent.

38. Waiver of Incidental and Consequential Damages. To the full extent such may be disclaimed by law, neither Party will assert any claim whatsoever against the other for loss of anticipatory profits or any other indirect, special, incidental or consequential damages.

39. Lessee's Exclusivity. To the extent permitted by law and without relinquishing Lessor's right to control use of its properties as may be required for its own and public purposes as further delineated herein, Lessor agrees not to lease any of Lessor's property within a radius of [three (3) miles, or such other distance as negotiated by the parties] from the Leased Premises for construction of a tower or for use as a communications facility or for the operation of an antenna site leasing business which competes directly or indirectly with Lessee.

40. Removal of Personal Property. On or after the Termination Date, Lessee shall, at its sole cost and expense, remove the Tower and all other personal property and improvements which Lessee or Lessee's licensees, sublessees, agents, or contractors has installed or otherwise located on the Leased Premises. Lessee shall reasonably restore the Leased Premises to its original condition within sixty (60) days and shall continue to pay Rent as required by this Agreement until removal is completed. If any such property or equipment, including improvements, is not removed from the Leased Premises within the required time, such items shall be deemed abandoned, and Lessor shall be entitled to remove the remaining items and invoice Lessee for all actual costs of doing so and Lessee shall remit payment of such invoice to Lessor within thirty (30) days of receipt.

41. Rental Stream Offer. If at any time after the date this Agreement, Lessor receives and is formally considering acceptance of a bona fide written offer from a third-party seeking assignment or transfer of Rent payments associated with this Agreement ("Rental Stream Offer"), Lessor shall promptly notify Lessee and, subject to any confidentiality requirements in the Rental Stream Offer, furnish Lessee with a copy of the Rental Stream Offer. To the extent permitted by law, Lessee shall be given a twenty (20) day opportunity after it receives such copy to match the Rental Stream Offer and agree in writing to match the terms of the Rental Stream Offer. Such writing shall be in the form of a contract substantially similar to the Rental Stream Offer. Lessor agrees to consider any such offer from Lessee in good faith. However, Lessee acknowledges and agrees that nothing herein shall obligate Lessor to consider or approve any Rental Stream Offer, including that of Lessee, and any contract shall be subject to Lessor's determination of best value, requirements of law, and approval of Lessor's governing body.

42. Estoppels. Either party may request, in writing, that the other party certify information regarding the existence and terms of this Lease to a prospective mortgagee or purchaser. Such certification shall be transmitted within ten (10) business days after receipt of written request and, subject to any specific qualifications or disclaimers stated in the certification, may be relied upon by the party who requested it, and the contents of the certificate shall be binding upon the party executing it. The certificate may include (i) the validity, force and effect of this Lease; (ii) the extent to which this Lease has been supplemented or amended; (iii) the existence of any default; (iv) the existence of any asserted offsets, counter-claims or defenses on the part of the other party to which the certifying party has actual notice; (v) the commencement and expiration dates of the term, (vi) the amount of any prepaid rent; and (vii) any other matter as may reasonably be requested.

43. Memorandum/Short Form. Contemporaneously with the execution of this Agreement, Lessor and Lessee shall execute a recordable Memorandum of Lease ("Memorandum") substantially in the form attached hereto as Exhibit "D". The Memorandum

shall set forth a description of the Leased Premises, the Easement, the name and addresses of Lessor and Lessee, the duration of the Initial Term and the Renewal Term(s) of this Lease, and any other provision that either party may request, except for the rental provisions. Lessee may record this Memorandum at any time during the Term, in its absolute discretion.

44. Miscellaneous.

(a) The prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorney's fees and court costs, including appeals, if any.

(b) This Agreement constitutes the entire agreement and understanding of Lessor and Lessee with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to said Agreement must be in writing and executed by Lessor and Lessee.

(c) Lessor agrees to cooperate with Lessee in any reasonable request to execute documents necessary to protect Lessee's rights under this Agreement or Lessee's use of the Leased Premises, and to take any further action which may reasonably be required as to effect the intent of this Agreement.

(d) This Agreement shall be construed in accordance with the laws of the state in which the Leased Premises is situated.

(e) If any term of this Agreement is found to be void or invalid, such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect.

(f) Whenever under this Agreement the consent or approval of Lessor is required or a determination must be made by Lessor, no such consent or approval shall be unreasonably withheld, conditioned, or delayed, and all such determinations shall be made on a reasonable basis and in a reasonable manner.

(g) This Agreement may be executed in two or more counterparts, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the parties, it being understood that all parties need not sign the same counterpart.

(h) Lessee acknowledges that Lessor is a governmental entity and may disclose any and all information, including the terms of this Agreement, where required under the Texas Public Information Act or other applicable law. To the extent Lessee asserts any of its information is confidential or proprietary, Lessee must clearly mark it as such. However, nothing herein or in such marking shall be deemed to prohibit Lessor from disclosing such information to its attorneys, consultants, or other contractors with a need-to-know, to regulating

agencies, or as required by law, including, but not limited to, any judicial or administrative order, subpoena, or open records ruling of the Texas Attorney General under the Texas Public Information Act. NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) LESSOR DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) ANY DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT LESSOR'S RIGHT TO ASSERT ANY AND ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

(i) Authority. By execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

[SIGNATURES ON FOLLOWING PAGE]

FOR REFERENCE ONLY

IN WITNESS WHEREOF, this Agreement shall be effective on the date of execution of the last signatory below (“Effective Date”).

LESSOR:

[INSERT NAME]

By: *Draft Only – Not for Signature*

Name: _____

Title: _____

Date: _____

LESSEE:

Diamond Towers V LLC, a
Delaware limited liability company

By: *Draft Only – Not for Signature*

Name: Michael G. Brett

Title: COO

Date: _____

FOR REFERENCE ONLY

EXHIBIT "A"

Description of Real Property

A ____ ft. x ____ ft. parcel located within the following parcel:

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “A-1”

Site Sketch (to be replaced by survey)

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “B”

Easement
Legal Description

*Note: to be replaced by As-Built Survey

FOR REFERENCE ONLY

EXHIBIT “C”

Rent Schedule

TO BE COMPLETED

FOR REFERENCE ONLY

EXHIBIT "D"

Prepared by:
Legal Department
Diamond Towers V LLC
120 Mountain Ave.
Springfield, New Jersey 07081

Site Name: _____

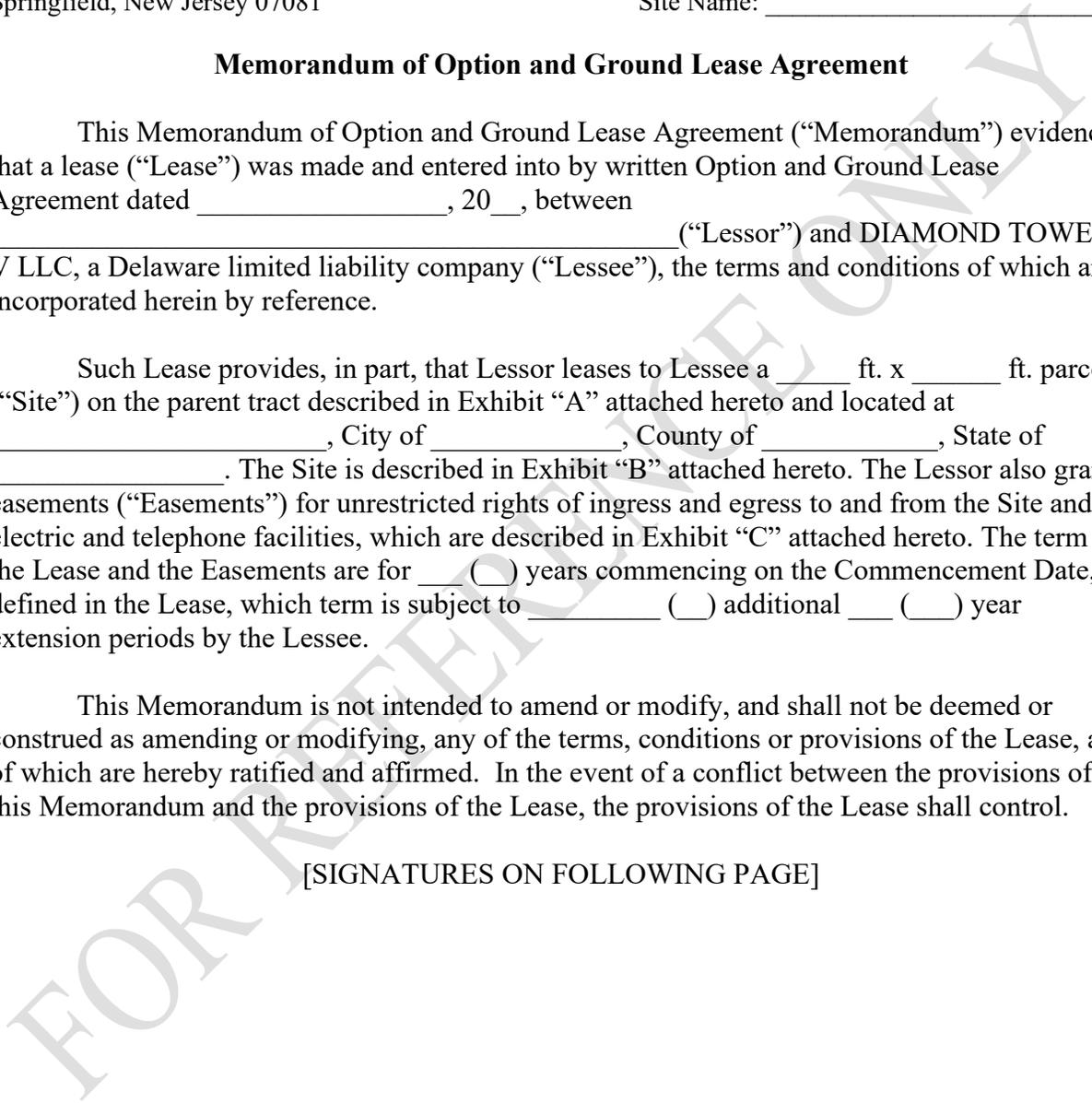
Memorandum of Option and Ground Lease Agreement

This Memorandum of Option and Ground Lease Agreement ("Memorandum") evidences that a lease ("Lease") was made and entered into by written Option and Ground Lease Agreement dated _____, 20__, between _____ ("Lessor") and DIAMOND TOWERS V LLC, a Delaware limited liability company ("Lessee"), the terms and conditions of which are incorporated herein by reference.

Such Lease provides, in part, that Lessor leases to Lessee a ___ ft. x ___ ft. parcel ("Site") on the parent tract described in Exhibit "A" attached hereto and located at _____, City of _____, County of _____, State of _____. The Site is described in Exhibit "B" attached hereto. The Lessor also grants easements ("Easements") for unrestricted rights of ingress and egress to and from the Site and to electric and telephone facilities, which are described in Exhibit "C" attached hereto. The term of the Lease and the Easements are for ___ () years commencing on the Commencement Date, as defined in the Lease, which term is subject to _____ () additional ___ () year extension periods by the Lessee.

This Memorandum is not intended to amend or modify, and shall not be deemed or construed as amending or modifying, any of the terms, conditions or provisions of the Lease, all of which are hereby ratified and affirmed. In the event of a conflict between the provisions of this Memorandum and the provisions of the Lease, the provisions of the Lease shall control.

[SIGNATURES ON FOLLOWING PAGE]



IN WITNESS WHEREOF, the parties hereto have executed this Memorandum as of the date first above written.

LESSOR:

By: Exhibit Only - Do not Sign

LESSEE:

DIAMOND TOWERS V LLC, a Delaware limited liability company

Exhibit Only - Do not Sign

*** Final Memorandum will have appropriate state notary blocks.**

FOR REFERENCE ONLY

EXHIBIT “A” TO MEMORANDUM

Legal Description of parent parcel

Exhibit Only

EXHIBIT “B” TO MEMORANDUM

Legal Description of Site

Exhibit Only

EXHIBIT “C” TO MEMORANDUM

Access and Utilities Easements

Exhibit Only

FOR REFERENCE ONLY

EXHIBIT D Compensation

Existing Structures¹

The compensation owed by Diamond to Entity related to any Colocation Agreement on an Existing Structure shall be seventy-five percent (75%) of the gross monthly rents actually collected by Diamond from Tenant(s) ("Colocation Rent"). Diamond's payment of the Colocation Rent to Entity will be as set forth in the Colocation Agreement.

New Structures²

Should Diamond construct a New Structure on a Property, Diamond shall pay to Entity thirty percent (30%) of Gross Receipts, as hereinafter defined, actually received by Diamond from all Tenants on the New Structure during the immediately preceding month. For any Tenants after the second Broadband Tenant, as hereinafter defined, is installed on the New Structure, the revenue share to Entity shall increase to forty percent (40%) of Gross Receipts actually received by Diamond from such additional Tenants (excluding the first two installed Broadband tenants). All the payments described in this paragraph are collectively referred to as the "New Structure Rent".

Broadband Tenant

Verizon, AT&T, and T-Mobile, and their respective successors and assigns, shall each be considered a "Broadband Tenant" for purposes of this Section.

Gross Receipts

"Gross Receipts" means all rents, licenses, and other fees (but excluding third-party reimbursements for utilities, taxes, structure modifications and similar expenses incurred by Diamond)) actually received by the Diamond from a Tenant pursuant to a particular sublease or sublicense during the applicable month. In no event shall Diamond have the right to deduct its expenses from Gross Receipts. If, during any given month, a Tenant does not pay any fees to Tenant, then it shall cease to be a Tenant and Entity shall not be eligible for any rent relating to that Tenant for that month. Notwithstanding the foregoing, in the event a Tenant pays their rent and/or fees to Diamond late in a given month, Diamond shall be obligated to pay Entity the revenue share associated with such payment with the following month's Colocation Rent payment.

Effect of Termination

For the avoidance of doubt, upon expiration or earlier termination of this Agreement, Diamond will remain entitled to continue receiving its percentage of the gross monthly revenue received from any Tenants subject to the revenue share arrangements described above and subject to the terms of the applicable Lease or other agreement with Entity, and will remain obligated to continue paying Entity its share of such revenue sharing payments, until all applicable Leases or Tenant Agreements expire or are terminated in accordance with their terms, as the case may be, and all applicable Tenants cease paying Colocation Rent, New Structure Rent, and other applicable payments. This paragraph shall survive the termination of this Agreement.

¹ An Entity may choose a one-time payment in lieu of an ongoing revenue share for Existing Structures or New Structures.

² The revenue sharing percentage on New Structures assumes a monopole design.



MEMORANDUM

To: Members of the Board of Trustees
From: Mr. Raymond Bonilla, CTE Coordinator
Subject: Effective Advising Framework
Date: November 18, 2024

Rationale:

The Effective Advising Framework (EAF) initiative is designed to improve student success and retention rates through personalized academic advising. Benefits of this initiative, such as increased student engagement, improved graduation rates, and a more seamless transition to post-secondary education or the workforce. Our district student-oriented goals for use of this grant are as follows, Students Will:

- Choose a career cluster of interest and develop a plan for high school which supports that area of interest
- Pass both sections of the TSIA2 (ELAR and Math).
- Regulate emotions in a manner that allows one to engage in learning tasks, make sound decisions, and effectively manage relationships.
- Complete a profile in the College Board's CSS Profile for access to scholarships

Budget Impact:

Zero budget impacts

Administrative Recommendation:

Tornillo High School is seeking Local board approval to accept the EAF funding in the amount of \$120,000.00 to be used to reach our district goals as outlined in the rationale.

Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

IMPORTANT NOTICE: Application Part 2 is not compatible with Google Docs.

Complete the supporting budget worksheets first, i.e., 6100, 6200, 6300.... The Budget Summary worksheet is linked to and will auto-populate with the amounts you entered on the respective supporting budget worksheets. All budgeted amounts must be entered in whole dollar amounts. **Do not enter any cents.**

If direct administrative costs are allowable, on each supporting budget worksheet complete the Total Program Costs and Total Direct Admin Costs lines. Together these lines must equal the Grand Total; otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.

If pre-award costs are allowable, budget all pre-award costs in the Pre-Award Cost column on the appropriate supporting budget worksheet(s).

Payroll 6100

Complete this worksheet to request payroll costs. Do not request funds for consultants or contractors on this worksheet; those funds should be requested on the Professional and Contracted Services 6200 worksheet.

Professional and Contracted Services 6200

Complete this worksheet to request professional services, consulting services, and contracted services.

Supplies and Materials 6300

Complete this worksheet to request supplies and materials.

Other Operating Costs 6400

Complete this worksheet to request other operating costs. Be sure to comply with documentation requirements, where applicable.

Debt Service 6500

Complete this worksheet to request costs related to lease liabilities with terms greater than 12 months. Only request costs necessary to fulfill grant project objectives.

Capital Outlay 6600

Complete this worksheet to request capital outlay costs.

Capital outlay means funds budgeted or expended to purchase capital assets, such as equipment, or expenditures for the acquisition cost of capital assets. Capital assets are tangible or intangible assets having a useful life of more than one year, which are valued at \$5,000 or greater per unit, or the applicant's capitalization level, whichever is less. Capital outlay may include expenditures to make improvements to capital assets that materially increase their value or useful life.

Budget Summary

This worksheet auto-populates from the supporting budget worksheets for Program Costs, Direct Admin Costs, and Pre-award Costs, if applicable. There are only a few fields that may require input from the grantee, if applicable, such as indicating *Consolidate Administrative Funds*, *Indirect Costs*, *Shared Services Arrangement*, or the *Administrative Cost Calculation*.

Consolidate Administrative Funds - If applicable, click on the cell, then click on the arrow that appears. Select "Yes, No, or N/A" from the drop down selection.

Indirect Costs — Refer to the Maximum Indirect Costs Worksheet on the Grants Administration Division's [Grant Resources](#) webpage to calculate the maximum indirect costs that may be claimed for the grant. Enter the amount of indirect costs budgeted for this grant on line 8 under the Total Budgeted Cost column.

Shared Services Arrangement — If applicable, enter amount of payments to member districts on line 10.

Direct Administrative Cost Calculation — Enter the applicant's total award amount to determine the maximum amount allowable for direct administrative costs.

For budgeting assistance, see the Budgeting Guidance and Related Forms section on the Grants Administration Division's [Grant Resources](#) webpage.

Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1
Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID:			Amendment #:	
Payroll Costs (6100)				
Employee Position Title		Estimated # of Positions 100% Grant Funded	Estimated # of Positions Less than 100% Grant Funded	Grant Amount Budgeted
Academic/Instructional				
1	Teacher			\$ -
2	Educational Aide			\$ -
3	Tutor			\$ -
Program Management and Administration				
4	Project Director			\$ -
5	Project Coordinator			\$ -
6	Teacher Facilitator			
7	Teacher Supervisor			\$ -
8	Secretary/Admin Assistant			\$ -
9	Data Entry Clerk			
10	Grant Accountant/Bookkeeper			\$ -
11	Evaluator/Evaluation Specialist			\$ -
Auxiliary				
12	Counselor			\$ -
13	Social Worker			\$ -
14	Community Liaison/Parent Coordinator			\$ -
Education Service Center (to be completed by ESC only when ESC is the applicant)				
15	ESC Specialist/Consultant			\$ -
16	ESC Coordinator/Manager/Supervisor			\$ -
17	ESC Support Staff			\$ -
18	ESC Other: (Enter position title here)			\$ -
19	ESC Other: (Enter position title here)			\$ -
20	ESC Other: (Enter position title here)			\$ -
Other Employee Positions				
21	College and Career Readiness Advisor			\$ -
22	Counselor Lead			\$ -
23	Subtotal Employee Costs:			\$ -
Substitute, Extra-Duty Pay, Benefits Costs				
24	6112 - Substitute Pay			\$ 2,000
25	6119 - Professional Staff Extra-Duty Pay			\$ 7,000
26	6121 - Support Staff Extra-Duty Pay			\$ -
27	6140 - Employee Benefits			\$ 2,000
28	61XX - Tuition Remission (IHEs only)			\$ -
29	Subtotal Substitute, Extra-Duty Pay, Benefits Costs:			\$ 11,000
30	Grand Total:			\$ 11,000
31	Total Program Costs*:			\$ 11,000
32	Total Direct Admin Costs*:			\$ -

*Complete the Total Program Costs (line 31) and Total Direct Admin Costs (line 32) lines. The sum of these lines must equal the Grand Total (line 30); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.

For budgeting assistance, see the Budgeting Guidance and Related Forms section on the Grants Administration Division's [Grant Resources](#) webpage.

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date:
Via telephone/email (list as appropriate):	By TEA staff person:

Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID: 0		Amendment #: 0
Professional and Contracted Services (6200)		
<p>NOTE: Specifying an individual vendor in a grant application does not meet the applicable requirements for sole-source providers. TEA's approval of such grant applications does not constitute approval of a sole-source provider. Please provide a brief description for the service and purpose.</p>		
	Description of Service and Purpose	Grant Amount Budgeted
1	6269 - Rental or lease of buildings, space in buildings, or land (Specify purpose here)	\$ -
2	Service: Support from ESC 19 EAF Coach will provide technical assistance to the district through ongoing coaching, training, support, or other specified services for two years.	\$ 1,500
3		
4	Service: Guest Speakers To enhance and connect SEL and career experiences with community members.	\$ 4,500
5		
6	Service: (Specify purpose here)	\$ -
7	Service: (Specify purpose here)	\$ -
8	Service: (Specify purpose here)	\$ -
9	Subtotal of professional and contracted services requiring specific approval:	\$ 6,000
10	Remaining 6200 - Professional and contracted services that do not require specific approval.	\$ -
11	Grand Total:	\$ 6,000
12	Total Program Costs*:	\$ 6,000
13	Total Direct Admin Costs*:	\$ -
<p>*Complete the Total Program Costs (line 12) and Total Direct Admin Costs (line 13) lines. The sum of these lines must equal the Grand Total (line 11); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.</p>		

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Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID: 0		Amendment #: 0	
Supplies and Materials (6300)			
Expense Item Description		Grant Amount Budgeted	
1	Remaining 6300 - Supplies and materials that do not require specific approval:	\$	50,000
2	Grand Total:	\$	50,000
3	Total Program Costs*:	\$	50,000
4	Total Direct Admin Costs*:	\$	-
<p>*Complete the Total Program Costs (line 3) and Total Direct Admin Costs (line 4) lines. The sum of these lines must equal the Grand Total (line 2); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.</p>			

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Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID: 0		Amendment #: 0	
Other Operating Costs (6400)			
Expense Item Description		Grant Amount Budgeted	
1	6411 - Out-of-state travel for employees. Must be allowable per Program Guidelines and grantee must keep documentation locally.		
2	6412 - Travel for students to conferences (does not include field trips). Requires pre-authorization in writing. (Enter name and purpose of conference)	\$	-
3	6412/6494 - Educational Field Trip(s). Must be allowable per Program Guidelines, and grantee must keep documentation locally.	\$	30,000
4	6413 - Stipends for non-employees other than those included in 6419.	\$	-
5	6419 - Non-employee costs for conferences. Requires pre-authorization in writing.	\$	-
6	6411/6419 - Travel costs for officials such as Executive Director, Superintendent, or Local Board Members. Allowable only when such costs are directly related to the grant. Must be allowable per Program Guidelines and grantee must keep out-of-state travel documentation locally.	\$	-
7	6495 - Cost of membership in civic or community organizations. (Enter name and purpose of organization)	\$	-
8	64XX - Hosting conferences for non-employees. Must be allowable per Program Guidelines, and grantee must keep documentation locally.	\$	-
9	Subtotal of other operating costs (6400) requiring specific approval:	\$	30,000
10	Remaining 6400 - Other operating costs that do not require specific approval.	\$	23,000
11	Grand Total:	\$	53,000
12	Total Program Costs*:	\$	53,000
13	Total Direct Admin Costs*:		
<p>*Complete the Total Program Costs (line 12) and Total Direct Admin Costs (line 13) lines. The sum of these lines must equal the Grand Total (line 11); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.</p> <p><i>Forms to seek approval or document intent for applicable activities listed above are available on TEA's Forms for Prior Approval, Disclosure, and Justification page.</i></p>			

In-state travel for employees does not require specific approval.

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Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID:	0	Amendment #:	0
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Debt Services (6500)

NOTE: Use this schedule to budget funds to retire debt principal on lease liabilities with terms greater than 12 months and to pay interest accrued on those leases. In Part 2, please provide a brief description of each item included in 6514/6512 (Principal Costs) and why it is necessary for successful implementation of the grant program.

Expense Item Description	Grant Amount Budgeted
--------------------------	-----------------------

Part 1: Lease Liabilities with Terms Greater Than 12 Months

1	6514 - Subscription-based Information Technology Arrangement (SBITA) Liability - Principal Costs	\$	-
2	6526 - Subscription-based Information Technology Arrangement (SBITA) Liability - Interest Costs	\$	-
3	6512 - Capital Lease Liability - Principal Costs	\$	-
4	6522 - Capital Lease Liability - Interest Costs	\$	-
5	6523 - Interest on Debt Costs	\$	-
6	Grand Total (sum of all lines):	\$	-
7	Total Program Costs*:	\$	-
8	Total Direct Admin Costs*:	\$	-

*Complete the Total Program Costs (line 7) and Total Direct Admin Costs (line 8) lines. The sum of these lines must equal the Grand Total (line 6); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.

Part 2: Description of Subscription or Property with Justification

Subscription/Property and Justification	Contract Start Date (for full term of contract)**	Contract End Date (for full term of contract)**	SBITA Cost / Property Value (total Principal Cost for full term of contract)
9 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
10 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
11 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
12 (Enter description of subscription (6514) or property being leased (6512) and provide justification of grant relevance)			\$ -
13	Property Value Total (sum of all lines):		\$ -

**Contract dates must indicate a period greater than 12 months.

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Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID: 0		Amendment #: 0	
Capital Outlay (6600)			
Description and Purpose	Quantity	Unit Cost	Grant Amount Budgeted
6669 - Library Books and Media (capitalized and controlled by library)			
1	N/A	N/A	\$ -
66XX - Computing Devices, capitalized			
2			\$ -
3			\$ -
4			\$ -
5			\$ -
6		\$ -	\$ -
7		\$ -	\$ -
8		\$ -	\$ -
66XX - Software, capitalized			
9			\$ -
10			\$ -
66XX - Equipment, furniture, or vehicles			
11			\$ -
12			\$ -
66XX - Capital expenditures for additions, improvements, or modifications to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance)			
13			
14	Grand Total (sum of all lines):		\$ -
15	Total Program Costs*:		\$ -
16	Total Direct Admin Costs*:		\$ -
*Complete the Total Program Costs (line 15) and Total Direct Admin Costs (line 16) lines. The sum of these lines must equal the Grand Total (line 14); otherwise, the field will change color to red to indicate an error. These amounts will automatically populate on the Budget Summary worksheet.			

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Application Part 2: 2024-2025 Effective Advising Framework (EAF) Implementation Grant, Year 1

Authorized by: Carl D. Perkins Strengthening Career and Technical Education for the 21st Century Act, P.L. 115-224

County District Number or Vendor ID: 0		Amendment #: 0	
Grant Period:	September 1, 2024, or stamp-in date, whichever is later, to August 31, 2025.	Fund Code:	244

Budget Summary					
Description and Purpose		Source of Funds			
		Class/ Object Code	Program Cost	Direct Administrative Cost	Total Budgeted Cost
1	Payroll Costs	6100	\$ 11,000	\$ -	\$ 11,000
2	Professional and Contracted Services	6200	\$ 6,000	\$ -	\$ 6,000
3	Supplies and Materials	6300	\$ 50,000	\$ -	\$ 50,000
4	Other Operating Costs	6400	\$ 53,000	\$ -	\$ 53,000
5	Debt Services	6500	\$ -	\$ -	\$ -
6	Capital Outlay	6600	\$ -	\$ -	\$ -
7	Total Direct Costs:		\$ 120,000	\$ -	\$ 120,000
8	* Indirect Costs:				
9	Total of All Budgeted Costs :		\$ 120,000	\$ -	\$ 120,000
Direct Administrative Cost Calculation					
11	Total Award Amount:				\$ 120,000
12	Direct Administration Cap per Program Guidelines (5%)				0.05
13	Maximum amount allowable for direct administrative costs :				\$ 6,000

**For current year indirect cost rates, please visit the Federal Fiscal Compliance and Reporting [Indirect Cost Rates](#) page. Indirect costs are not required to be budgeted in the grant application in order to be charged to the grant. Indirect costs are calculated and reimbursed based on actual expenditures when reported in the expenditure reporting system, regardless of the amount budgeted and approved in the grant application. Indirect costs claimed are part of the total grant award amount, not in addition to the grant award amount. Do not submit an amendment solely for the purpose of budgeting indirect costs. To calculate maximum indirect costs, please use the Maximum Indirect Costs Worksheet available on the Grants Administration Division's [Grant Resources](#) webpage.*

FOR TEA USE ONLY	
Changes on this page have been confirmed with:	On this date: .
Via telephone/email (list as appropriate):	By TEA staff person:

Effective Advising Framework



EAF Committee Members:

- Raymond Bonilla
- Angie Morales
- Alicia Alvarado
- Claudia Beaney
- Maria Hernandez
- Veronica Tovar
- Joanna Hernandez

Effective Advising Framework



The Effective Advising Framework (EAF) initiative is designed to improve student success and retention rates through personalized academic advising. Benefits of this initiative, such as increased student engagement, improved graduation rates, and a more seamless transition to post-secondary education or the workforce.



Our district student-oriented goals for use of this grant are CCMR focused and are as follows, Students Will:

- Choose a career cluster of interest and develop a plan for high school which supports that area of interest
- Pass both sections of the TSIA2 (ELAR and Math).
- Regulate emotions in a manner that allows one to engage in learning tasks, make sound decisions, and effectively manage relationships.
- Complete a profile in the College Board's CSS Profile for access to scholarships

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EAF is a grant that provides an opportunity to apply for the funding for 3 years. If we are awarded the grant for next year, we will continue with our focus on CCMR and will include attendance as one of our grant priorities.





Financial Services Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3026
Fax 915.765.3099

MEMORANDUM

To:
From:
Subject:
Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

Education, Innovation and Research (EIR) Grant Interlocal Agreement

This interlocal agreement (Agreement) is entered into by and between Region 18 Education Service Center (ESC) and Tornillo Independent School District (Participating ISD) under authority of Chapter 791, Texas Government Code (the Interlocal Cooperation Act), Chapter 44, Texas Education Code, and Chapter 8, Texas Education Code (collectively hereinafter referred to as the “Parties”).

ESC applied to the U.S. Department of Education (ED) with a group of applicants for a grant award under the Education, Innovation and Research Grant (EIR Grant) Mid-Phase Competition. The EIR Grant was awarded on November 28, 2023. The EIR Grant project started on January 1, 2024. The purpose of this Agreement is to establish the current and ongoing framework and objectives under which the Parties will continue to collaborate with one another and other necessary third-party contractors, and to articulate the specific roles and responsibilities of each Party in implementing the approved EIR Grant project.

I. Scope of Work

Each participating entity agrees to participate in the EIR Grant project and conduct activities and carry out responsibilities that were identified in the EIR Grant application, in addition to any other responsibilities and requirements provided or contemplated herein.

II. Each Applicant Understands That It is a “Grantee” of the US Department of Education

Each participating entity understands that, because the EIR Grant project was funded, each participating entity is, and assume the legal responsibilities of, a grantee. Specifically, each participating entity agrees that it shall comply with all requirements of the applicable version of the Education Department General Administrative Rules 2 C.F.R. Part 200 (EDGAR).

III. Lead Grantee and Fiscal Agent

Region 18 ESC serves as the lead Grantee. As the lead Grantee, Region 18 ESC applied for the grant on behalf of the group and serves as the fiscal agent for the group. As fiscal agent, Region 18 ESC understands that it is responsible for the receipt and distribution of all grant funds; for ensuring that the project is carried out by the group in accordance with Federal requirements including, but not limited to, EDGAR.

IV. Participating ISD Responsibilities

Each Participating ISD agrees to--

- 1) Partner with ESC to implement the Middle School Collaborative Language Acquisition Strategies for Success (MS CLASS) project using the following strategies:
 - a. Provide opportunities for Participating ISD stakeholders to assist in refining PD content

- aligned with evidence-based practices for middle school Emergent Bilinguals (EBs);
- b. Participate in stakeholder engagement sessions to provide input into and feedback on project activities throughout the grant;
 - c. Work with ESC to create career pathway opportunities and provide release time for qualified teachers to serve as MS CLASS professional learning community (PLC) leaders and Mentor Teachers (hereinafter “MS CLASS teacher leaders”);
 - d. Assist ESC in supporting MS CLASS teacher leaders at each campus who are responsible for planning, organizing, and facilitating PLCs with evidence-based practices that are co-developed as a part of the MS CLASS stakeholder engagement process for all sixth through eighth grade teachers, beginning teachers, and pre-service teachers, respectively; and
 - e. Assist ESC in enhancing academic enrichment and language development for EB early learning summer programs.
- 2) Utilize the Texas Educator Excellence Management System (TEEMS) or other existing Participating ISD data system to manage PLC agendas, roadmaps, and related PD modules; student growth data; as well as an option to use other TEEMS modules at the Participating ISD’s discretion; Participating ISD will enter into a subscription and license agreement (see Attachment A) with ESC 18 for selected modules; agree to terms of service, the privacy policy and participating in district setup, integration and readiness processes; If Participating ISD uses a system other than TEEMS for maintaining MS CLASS project data, then Participating ISD will export reports and send to ESC for program and evaluation reporting;
 - 3) Attend all required EIR meetings and trainings throughout the duration of the grant period, including participation with the MS CLASS project Advisory Board;
 - 4) Collaborate as necessary with project partners to ensure MS CLASS project success, including participation in a randomized control trial (RCT) and related research activities managed by the external evaluator American Institutes for Research (AIR). AIR will work with participating ISD to fulfill district research application requirements;
 - 5) Pay \$1,250 grant-reimbursable stipends to each MS CLASS teacher leader that is pre-approved by Region 18 ESC for purposes of the EIR grant. Participating ISD will provide all necessary EIR expenditure documentation as may be required by Region 18 ESC to reimburse these costs from the EIR grant; request, in writing, any necessary budget adjustments, from Region 18 ESC;
 - 6) In partnership with Region 18 ESC, develop strategies for sustaining evidence-based strategies and structures developed as a part of the MS CLASS project beyond the life of the grant period;
 - 7) Meet the EIR matching requirement of Section 4611(d) of the Elementary and Secondary Education Act of 1965 (ESEA), as reauthorized on December 10, 2015, by the Every Student Succeeds Act (ESSA), which includes 2% for teachers’ time based on time participating in teacher PLC meetings, implementing new strategies in the classroom, and receiving coaching and mentoring from campus leadership as a part of the MS CLASS project in years 2-4, contributing to the required Match amount equal to 10 percent of the amount of the grant award, cash or in kind, on an annual basis (the “Match”); and ensure that the Participating ISD submits time and effort designation forms for all teachers participating in grant activities as evidence of its Match to Region 18 ESC as requested; and
 - 8) Abide by the parameters recommended to carry out the requirements and intent of the MS CLASS project as determined by the EIR Project Director at Region 18 ESC, including:
 - a. Appointing a person in a leadership position who will serve as the primary liaison to

the Region 18 ESC for EIR grant responsibilities, including participating in regularly scheduled check-in meetings. Name: _____, Phone #: _____;

- b. Sending the Participating ISD EIR liaison, or his or her designee, to EIR grant meetings as designated by the EIR Project Director;
- c. Completing reports, evaluations, data requests and surveys as requested by ED or the EIR Project Director;
- d. Agreeing to provide Region 18 ESC access to data from partnering vendors upon request;
- e. Within 30 days of district or MS CLASS campus leadership changes, notify and meet with Region 18 ESC to identify required project components;
- f. Managing due process and adhere to Participating ISD's policies. Participating ISD will also ensure alignment and approval of Participating ISD policies with the EIR grant;
- g. Immediately reporting to the EIR Project Director any misdeed, deficiency, or inability to fulfill any Participating ISD responsibilities; and
- h. Disseminating reports on accomplished work to state groups, districts and other interested parties as requested by the EIR Project Director.

V. Region 18 ESC Responsibilities

In return for the Participating ISD participation in the project, the Region 18 ESC agrees to the following:

- 1) Support Participating ISD in implementing the MS CLASS using the following strategies:
 - a. Engage Participating ISD stakeholders in refining PD content aligned with evidence-based practices for EBs;
 - b. Lead stakeholder engagement sessions to gather input into and feedback on project activities throughout the grant;
 - c. Assist Participating ISD in identifying and creating career pathway opportunities for qualified teachers to serve as MS CLASS teacher leaders; and
 - d. Support MS CLASS teacher leaders at each campus in who are responsible for planning, organizing, and facilitating PLCs and assist with implementing evidence-based practices that are co-developed as a part of the MS CLASS stakeholder engagement process for all sixth through eighth grade teachers and beginning teachers.
- 2) Manage any necessary data systems related to EIR, including the TEEMS data system;
- 3) Deliver required EIR training throughout the duration of the grant period;
- 4) Manage all contractors and project partners including AIR. Manage collaboration between Participating ISD and EIR partners, including AIR and other organizations. Coordinate with AIR and Participating ISDs to ensure the teacher selection process for the randomized control trial (RCT) is fair and transparent;
- 5) Assist in developing a Participating ISD budget plan for the duration of the grant period; review and approve, as appropriate, any requested budget adjustments, time and effort designation forms, and expenditure reports from Participating ISD;
- 6) In partnership with Participating ISD, develop strategies for sustaining the EIR program beyond the life of the grant period;

- 7) Manage documentation related to the EIR matching requirement from Participating ISD; and
- 8) Provide general direction and oversight of the MS CLASS project, including:
 - a. Serve as a resource to a Participating ISD implementing the MS CLASS project, working in collaboration with partner schools/districts and contracted parties on all activities;
 - b. Assign specific staff to serve as liaisons to partnering schools/districts;
 - c. Meet regularly with the EIR Advisory Board;
 - d. Oversee data collection and program monitoring for the EIR grant with support from Participating ISD;
 - e. Provide survey findings and implementation data in aggregate as available to Participating ISD for formative purposes;
 - f. Provide data collected via TEEMS on PLC implementation and student growth to AIR as part of the evaluation; and
 - g. Complete reports, evaluations and surveys as requested by ED; and
 - h. Disseminate reports on accomplished work to state groups, districts and other interested parties.

VI. Term of Agreement

This renewed Agreement shall take effect upon the Grantee's date of execution by the parties and shall terminate on December 31, 2028. Expenditures incurred prior to the project start date of January 1, 2024, or subsequent to the termination date for a particular grant year are unallowable. EIR funding through December 31, 2028, is contingent upon future funding appropriations by ED.

VII. Allowable Costs and Payment

For the purpose of determining the amount payable to the Participating ISD under this Agreement, the allowability of costs shall be determined in accordance with the terms of this Agreement. Each participating entity that is not the Grantee shall use the funds it will receive from the Region 18 ESC under this Agreement in accordance with all Federal requirements that apply to the grant, including any restrictions on the use of EIR funds set forth in the Notice Inviting Applications (NIA), the Notice of Grant Award (NOGA) or other provisions of the approved EIR application, and applicable provisions of EDGAR, including provisions governing allowable costs in Subpart E, Part 200 (applicable to SEAs and LEAs). (See 2 C.F.R. §§ 200.400 *et seq.*)

The Participating ISD shall bill and submit monthly expenditure reports to Region 18 ESC for reimbursement of expenses. The Participating ISD should certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the application and award documents, should state the period for which reimbursement is being requested, should itemize the costs by major budget category per the budget summary, should show current costs and cumulative cost to date and should be signed by Participating ISD's authorized representative. Supporting documentation for all expenditures, including time and effort designation forms, must be submitted along with the expenditure reports.

The Participating ISD shall abide by the rules of the Office of Management and Budget (OMB)-The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal

Awards (2 CFR part 200).

All expenditure reports and supporting documentation should be e-mailed to Ruth Blackwell at rblackwell@txcee.org.

Promptly after receipt of each expenditure report, Region 18 ESC shall make payment thereof except as provided herein. The final expenditure report shall be submitted within fifteen (15) days after the end of the period of performance and shall be marked "Final".

Grant funding shall only be available as long as the ED makes such funds available and for only the years it makes those funds available. All parties acknowledge that Region 18 ESC does not serve as a guarantor of EIR grant funding, therefore; Region 18 ESC shall not be liable for any costs to the Participating ISD associated with the elimination of grant funding under this Agreement. The loss of grant funding shall also constitute cause for immediate termination of this Agreement.

VIII. Funding and Limitation of Costs

Region 18 ESC shall reimburse the Participating ISD for allowable costs. For the period of performance of this cost-reimbursable Agreement, Region 18 ESC shall reimburse the Participating ISD for costs incurred and non-cancellable expenses up to but not to exceed the amount provided in the final approved district budget during this project period. EIR budget allocations will be provided to the Participating ISD by Region 18 ESC on an annual basis.

IX. Confidential & Proprietary Information

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

552.001, et seq., (the “Act”). As such, each Party strictly adheres to all statutes, court decisions, and opinions of the Texas Attorney General with respect to disclosure of all public records and information. Each Party shall be responsible for any and all costs and efforts associated with protecting their confidential information from disclosure.

D. This section shall survive the termination of this agreement.

X. Data and Proprietary Rights

A. Region 18 shall continue to own all of its “Content,” and Participating ISD shall not, directly or indirectly, make such Content available to any other person or entity without the prior express written authorization of Region 18.

B. Region 18 “Content” means any data, information, software, codes, graphics or other media files or other content, including, but not limited to, source and/or course materials and manuals, assessments, assessment questions, performance rubrics, data management software, codes, and data management software.

C. Should the Services provided under this Contract require Region 18 to incorporate Participating ISD’s data into its proprietary data management system(s), the parties agree that the data belonging to Participating ISD shall continue to belong to Participating ISD; however, Participating ISD shall have no claim of ownership in any manner whatsoever to Region 18’s Content, or any other intellectual property that serves as the basis of the Region 18 data management system(s).

D. This section shall survive the termination of this agreement.

XI. Retention of Records

Participating ISD acknowledges its responsibility to maintain its own personnel, and other, records, in accordance with state and federal law, and as required by its own locally-adopted records retention schedules.

XII. Audit of Records

Participating ISD agrees to comply with audit requirements in the OMB Uniform Guidance at 2 CFR part 200. Notwithstanding any other conditions of this Agreement, Participating ISD’s books and records which pertain to this Agreement will be made available upon request at the Participating ISD’s regular place of business for audit by personnel authorized by Region 18 ESC or by the Texas State Auditor. Additionally, the books and records will be retained for a period of seven (7) years following final payment.

XIII. Inspection

Region 18 ESC and/or any of its duly authorized representatives, shall have access, at the Participating ISD’s regular place of business during regular office hours, to any books, documents, papers and records of the Participating ISD which are directly pertinent to this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions, and shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being

performed by the Participating ISD. Additionally, the books and records must be retained for a period of seven (7) years following final payment.

XIV. Requirements

Participating ISD shall be responsible for compliance with all requirements and obligations relating to such services under local, state or federal law. Participating ISD shall also be responsible for all licensing requirements of any local, state or federal jurisdiction to which the performance of its services may be subject.

XV. Sovereign Immunity

Nothing in this Agreement shall be deemed to waive the sovereign immunity of the State of Texas, Region 18 Education Service Center or their respective staff and employees.

XVI. Applicable Law

This Agreement shall be governed by the laws of the State of Texas.

XVII. Dispute Resolution

The Executive Director of Region 18 ESC or his/her designee and the authorized agent of Participating ISD shall resolve disputes that develop under this Agreement. The parties agree the state and federal courts having jurisdiction in Midland County, Texas, shall have exclusive authority to consider any and all disputes not resolved informally between the parties.

XVIII. Assurances

Each Participating District hereby assures and represents that it:

- 1) Will be bound to and will comply with all of its obligations under the EIR Grant, as communicated by Region 18 ESC through trainings, workshops, and other communications;
- 2) Has undertaken all action necessary to acquire all requisite power and authority to execute this Agreement;
- 3) Is committed to working collaboratively with Region 18 ESC and all other participating entities to meet the responsibilities specified in this Agreement in order to ensure the MS CLASS project's success;
- 4) Will comply with all intellectual property ("IP") law, copyrights, trademarks, and servicemarks, as such may relate to any and all works and IP of Region 18 ESC; and
- 5) Will comply with all applicable Federal and State laws and regulations, including laws and regulations applicable to the Program, and the applicable provisions of EDGAR.

XIX. Amendments

Any change to this Agreement shall be preceded by a written amendment signed by both parties of this Agreement. An amendment is required:

- 1) Whenever the term of this Agreement is extended or reduced without terminating the

- Agreement; or
2) For any change in terms and conditions of the Agreement.

XX. Termination

Except as otherwise provided for in this Agreement, either party may terminate this Agreement without cause or penalty effective January 1st of each year by giving the other party a written notice of such termination by no later than October 1st of the prior year. If not terminated by the above method, this Agreement shall be terminated upon the expiration date specified under “Term of Agreement” above. Any claim to additional grant funding shall cease as of the effective date of a termination hereunder.

XXI. Relationship of the Parties

Each Party agrees that it is an independent contractor and that this Agreement and relationship between the Parties hereby established does not constitute a joint venture, franchise, community of interest, agency, or contract of employment between them, or any other similar relationship. Unless explicitly provided for herein, neither Party has the right or authority to assume or create any obligation or responsibility on behalf of the other Party.

XXIII. Severability

The provisions of this Agreement are severable and if any of the provisions hereof are held to be invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall remain binding and enforceable by and between the parties.

XXIV. Entire Agreement

This Agreement constitutes the entire agreement between the Parties and may only be modified by a written instrument executed by an authorized officer of each Party. This Agreement has been negotiated by the Parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against any party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and delivered by their duly authorized representative as of the date first executed below (the “Effective Date”).

FOR AND ON BEHALF OF THE PARTICIPATING ISD

Rosy Vega-Barrio, Superintendent

Date

FOR AND ON BEHALF OF THE REGION 18 ESC

Dr. Dewitt Smith, Executive Director

Date

SUBSCRIPTION AND LICENSE AGREEMENT

This Subscription and License Agreement (this “Agreement”) is a legally binding contract between Region 18 Education Service Center/Texas Center for Educator Excellence (TxCEE) (“Vendor”) and the entity executing this Agreement (“Subscriber”). This Agreement is effective as of the date set forth in Section 14 (the “Effective Date”). Subscriber’s use of and Vendor’s provision of Vendor’s Services (as defined below in Section 1.8) are governed by this Agreement.

1. DEFINITIONS. The following capitalized terms shall have the following meanings in this Agreement.

- 1.1. “AUP” means Vendor’s acceptable use policy currently posted at <https://teems.txcee.org>, as updated from time to time.
- 1.2. “Subscriber’s Clients” means any of Subscriber’s agents or employees or third parties to which Subscriber gives access to the Services.
- 1.3. “Client ToS” means such terms of service as Vendor may require for Subscriber’s Clients, as updated from time to time.
- 1.4. “Subscriber Data” means data in electronic form (including without limitation, text, images, photos, audio files, video files, or other forms of data or communication) that is input, submitted, posted, uploaded, transmitted, collected, displayed, reported or used in the Services by or from Subscriber, including without limitation by Subscriber’s Clients or by other Users.
- 1.5. “Documentation” means Vendor’s standard manual and training materials for Subscribers relating to use of the Services.
- 1.6. “Order” means a purchase order for access to the Services.
- 1.7. “Privacy Policy” means Vendor’s privacy policy, currently posted at <https://teems.txcee.org>, as updated from time to time
- 1.8. “Services” means Vendor’s services, including Vendor’s online educator human capital management platform currently available at the website (<https://teems.txcee.org>), and any other platforms, APIs, interfaces, related web sites, networks, downloadable software, and other services provided by Vendor.
- 1.9. “Term” is defined in Section 12.1 below.
- 1.10. “User” means any company or individual who uses the Services, whether authorized or not, including without limitation Subscriber’s Clients.

2. THE SERVICES.

- 2.1. Use of the Services. During the Term (as defined in Section 12 below), Subscriber and Subscriber’s Clients may access and use the Services pursuant to the terms of a then-current Order, including such features and functions as the then-current Order requires.
- 2.2. Service Levels. Vendor shall employ commercially reasonable efforts to provide the Services. Vendor

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shall not be required to issue refunds or to make payments to Subscriber for unavailability of the Services under any circumstances, including without limitation after termination of this Agreement.

- 2.3. Documentation: Subscriber may reproduce and use the Documentation solely as necessary to support Subscriber's Clients' use of the Services.
- 2.4. Subscriber's Clients. Subject to the provisions below of this Section 2.4, Subscriber may authorize Subscriber's Clients to access and use the Services in such numbers and according to such restrictions as are set forth in the applicable Order, solely for the purpose of facilitating human capital management of educators using the Services. Subscriber shall: (a) provide complete name and contact information for each proposed Subscriber's Client upon or before providing such access, and update such information as soon as it become aware of a change; and (b) require that each Subscriber's Client execute the then-standard Client ToS. Subscriber shall make no representations or warranties regarding the Services or any other matter, to Subscriber's Clients or Users or any other third party, from or on behalf of Vendor, and Subscriber shall not create or purport to create any obligations or liabilities for Vendor. Vendor may reject any proposed Subscriber's Client for any reason that does not violate applicable law, in its sole discretion. To the extent permitted by law, Subscriber shall be jointly and severally liable to Vendor for Subscriber's Client's compliance with the Client ToS. Vendor shall have no obligation to provide support or other services or other remedies to Subscriber's Clients.
- 2.5. Services Revisions. Vendor may revise the components, features, functions, and/or URL of the Services at any time.

3. DOWNLOADABLE APPLICATION.

- 3.1. License. Vendor may, at its option, additionally make the Services accessible to Subscriber's Clients via a downloadable application (the "App"). The App is a component of the Services and is included in references thereto, except in this Section 3 and in any other provision that separately addresses the App. If Vendor makes the Services accessible to Subscriber's Clients via the App, Vendor hereby grants each Subscriber's Client a nonexclusive license to download and use a single copy of the App, solely as a component of the Services, provided Subscriber's Client complies with the restrictions set forth below in Section 3.2 (*Restrictions on Software Rights*). The license in the preceding sentence does not include any download, distribution, copying, or use of the App by any third party, and Subscriber and Subscriber's Clients shall not permit or facilitate any such download, distribution, copying, or use by any third party.
- 3.2. Restrictions on Software Rights. Copies of the App created or transferred pursuant to this Agreement are licensed, not sold, and Subscriber and Users receive no title to or ownership of any copy or of the App itself. Furthermore, Subscriber and Users receive no rights to the App other than those specifically granted in Section 3.1 above. Without limiting the generality of the foregoing, Subscriber and Subscriber's Clients shall not: (a) modify, create derivative works from, distribute, publicly display, publicly perform, or sublicense the App; (b) use the App in any way forbidden by the AUP; or (c) reverse engineer, decompile, disassemble, or otherwise attempt to derive any of the App's source code.

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4. SUBSCRIPTION FEES. Subscriber shall pay Vendor the fee (the "Subscription Fee"), if any, set forth in the Interlocal Agreement upfront and in full. Vendor will not be required to refund any portion of a Subscription Fee under any circumstances. Vendor's invoices are due within 30 days of issuance.

5. SUBSCRIBER DATA & PRIVACY.

- 5.1. Permission from Subscriber. Subscriber, on its own behalf and on behalf of each Subscriber Client, grants Vendor permission to access, process, and otherwise use Subscriber Data in order to provide Vendor's products and/or services to Subscriber, to track and analyze Subscriber use of the Services, and make Subscriber Data available to other users of the Services and other third parties. To the extent that Subscriber has intellectual property rights in Subscriber Data, Subscriber grants Vendor a worldwide, perpetual, non-exclusive, royalty-free, sublicensable, transferable license to use and prepare derivative works from Subscriber Data for the purposes outlined in this Agreement.
- 5.2. Rights in Subscriber Data. Subscriber represents and warrants that Subscriber and/or Subscriber's Clients own all Subscriber Data or have received a valid license to Subscriber Data and that submitting or transmitting Subscriber Data to or through the Services will not violate the rights of any third party, including intellectual property rights, privacy rights, publicity rights, rights protected by the Family Educational Rights and Privacy Act of 1974 ("FERPA"), or rights protected by an applicable federal or state law, including without limitation the Texas Education Code ("TEC") and the Texas Government Code. Vendor is under no obligation to review or screen Subscriber Data or other Users' data. If Subscriber believes that any User has violated Subscriber's or another party's intellectual property rights, privacy rights, publicity rights, or rights of non-disclosure, Subscriber may contact Vendor for resolution via the contact information provided in Vendor's Privacy Policy.
- 5.3. Privacy Policy. Vendor may manage any of Subscriber Data containing personally identifiable information as set forth in Vendor's Privacy Policy. The Privacy Policy applies only to the Services and does not apply to any third party website or service linked to the Services or recommended or referred to through the Services by Vendor or other Users.
- 5.4. Risk of Exposure. **SUBSCRIBER UNDERSTANDS AND AGREES THAT SHARING AND HOSTING CONTENT ONLINE INVOLVES RISKS OF UNAUTHORIZED DISCLOSURE OR EXPOSURE AND THAT, IN SUBMITTING SUBSCRIBER DATA, TRANSMITTING SUBSCRIBER DATA THROUGH THE SERVICES, AND ACCESSING AND USING THE SERVICES, SUBSCRIBER ASSUMES THESE RISKS.** Vendor offers no representation, warranty, or guarantee that Subscriber Data will not be exposed or disclosed through errors or the actions of Subscriber, Subscriber's Clients, or third parties.
- 5.5. Data Accuracy and System Configuration.
 - (a) Vendor shall have no responsibility or liability for the accuracy of data uploaded to the Services, including without limitation Subscriber Data and any other data uploaded by other Users. Subscriber is solely responsible for any errors, losses, or damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to upload such Services.
 - (b) Vendor shall have no responsibility or liability for the accuracy of any system set up or configuration to the Services, including without limitation Subscriber Data and any other data set up or configured by other Users. Subscriber is solely responsible for any errors, losses, or

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damages to the Services that may result from Subscriber's actions, Users' actions, or the actions of a third-party on behalf of Subscriber or Users, to set up and configure Services.

- 5.6. Right to Retain, Delete or Suspend Access. Subscriber agrees that Subscriber shall not rely on the Services for backup or storage of Subscriber Data. Vendor may retain Subscriber Data even if Subscriber is no longer using the Services or has terminated this Agreement, but is not required to provide copies of Subscriber Data to Subscriber. Vendor may permanently delete or erase Subscriber Data or suspend Subscriber access to Subscriber Data through the Services if Subscriber's account is delinquent or suspended for 30 days or more, or terminated.
- 5.7. Excluded Data. Subscriber represents and warrants that Subscriber Data does not and will not include, and Subscriber has not and shall not upload or transmit to Vendor's computers or other media, any data ("Excluded Data") regulated pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (the "Excluded Data Laws"). SUBSCRIBER RECOGNIZES AND AGREES THAT: (a) VENDOR HAS NO LIABILITY FOR ANY FAILURE TO PROVIDE PROTECTIONS SET FORTH IN THE EXCLUDED DATA LAWS OR OTHERWISE TO PROTECT EXCLUDED DATA; AND (b) VENDOR'S SERVICES ARE NOT INTENDED FOR MANAGEMENT OR PROTECTION OF EXCLUDED DATA AND MAY NOT PROVIDE ADEQUATE OR LEGALLY REQUIRED SECURITY FOR EXCLUDED DATA.
- 5.8. Aggregate & De-Identified Data. Notwithstanding the provisions above of this Section 5, Vendor may use, reproduce, sell, publicize, or otherwise exploit Aggregate Data and De-Identified Data in any way, in its sole discretion. ("Aggregate Data" refers to summaries of Subscriber Data, or of data that includes Subscriber Data, that do not include personally identifiable information or the names or addresses of Subscriber and any of its Users. "De-Identified Data" refers to Subscriber Data with the following removed: personally identifiable information and the names and addresses of Subscriber and any of its Users.)

6. SUBSCRIBER'S RESPONSIBILITIES & RESTRICTIONS.

- 6.1. Acceptable Use. Subscriber and each of Subscriber's Clients shall comply with the AUP. Subscriber shall not: (a) in any way allow third parties to exploit the Services, except Subscriber's Clients as specifically authorized by this Agreement; (b) provide Services passwords or other log-in information to any third party, except Subscriber's Clients as specifically authorized by this Agreement; (c) share non-public features or content of the Services with any third party, except Subscriber's Clients as specifically authorized by this Agreement; (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions, or graphics, or to copy any ideas, features, functions, or graphics of the Services; or (e) engage in web scraping or data scraping on or related to the Services, including without limitation collection of information through any software that simulates human activity or any bot or web crawler. In the event that Vendor suspects any breach of the requirements of this Section 6.1, including without limitation by Subscriber's Clients, Vendor may suspend Subscriber's and all Subscriber's Clients' access to the Services without advanced notice, in addition to such other remedies as Vendor may have. Neither this Agreement nor the AUP requires that Vendor take any action against Subscriber or any User or other third party for violating the AUP, this Section 6.1, or this Agreement, but Vendor is free to take any such action at its sole discretion.
- 6.2. Unauthorized Access. Subscriber and Subscriber's Clients shall take reasonable steps to prevent unauthorized access to the Services, including without limitation by protecting passwords and other

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log-in information. Subscriber and Subscriber's Clients shall notify Vendor immediately of any known or suspected unauthorized use of the Services or breach of Subscriber's security and shall use best efforts to stop said breach.

- 6.3. Compliance with Laws. In using the Services, Subscriber and Subscriber's Clients shall comply with all applicable laws, including without limitation laws governing the protection of personally identifiable information and other laws applicable to the protection of Subscriber Data, including without limitation FERPA, the Government Code, and the TEC.
- 6.4. Subscriber's Clients & Other Users; Services Access. Subscriber is responsible and, to the extent permitted by law, liable for: (a) Subscriber's Clients' use of the Services, including without limitation unauthorized User conduct and any User conduct that would violate the AUP, the Subscriber's Clients Terms of Service, or the requirements of this Agreement applicable to Subscriber; and (b) any use of the Services through Subscriber's account, whether authorized or unauthorized.
- 6.5. Communications from Vendor. Subscriber and each of Subscriber's Clients consent to receive electronic communication (e.g., email and/or text messages) from Vendor in connection with use of the Services at Subscriber's sole cost.

7. INTELLECTUAL PROPERTY ("IP") & FEEDBACK.

- 7.1. IP Rights to the Services. Vendor retains all right, title, and interest in and to the Services, including without limitation the App and all other all software used to provide the Services and all graphics, user interfaces, logos, trademarks reproduced through the Services, as well as all Subscriber Data input, reported, transmitted, or stored using the Services. This Agreement does not grant Subscriber any intellectual property license or rights in or to the Services or any of its components, except to the limited extent that this Agreement specifically sets forth Subscriber license rights to the App or the Documentation. Subscriber recognizes and acknowledges that the Services and its components are proprietary and protected by trademark, copyright, trade secret, and other laws.
- 7.2. Feedback. Vendor has not agreed to and does not agree to treat as confidential any Feedback (as defined below) that Subscriber, Subscriber's Clients, or other Users provide to Vendor, and nothing in this Agreement or in the parties' dealings arising out of or related to this Agreement will restrict Vendor's right to use, profit from, disclose, publish, keep secret, or otherwise exploit Feedback, without compensating or crediting Subscriber or the Subscriber's Client or other User in question. Feedback will not constitute Subscriber's confidential information. Subscriber, on its own behalf and on behalf of its end users, hereby grants Vendor a perpetual, irrevocable, royalty-free right and license to exploit Feedback in any and every way. ("Feedback" refers to any suggestion or idea for improving or otherwise modifying any of Vendor's products or services.)

8. CONFIDENTIAL INFORMATION. "Confidential Information" refers to the following items Vendor discloses to Subscriber or Subscriber's Clients: (a) any document Vendor marks "Confidential"; (b) any information Vendor orally designates as "Confidential" at the time of disclosure, provided Vendor confirms such designation to Subscriber in writing within five (5) business days; (c) the Documentation, whether or not marked or designated confidential; and (d) any other nonpublic, sensitive information Subscriber or Subscriber's Clients should reasonably consider a trade secret or otherwise confidential. Notwithstanding the foregoing, Confidential Information does not include information that: (i) is in Subscriber's possession at the time of disclosure; (ii) is independently developed by Subscriber without

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use of or reference to Confidential Information; (iii) becomes known publicly, before or after disclosure, other than as a result of Subscriber's improper action or inaction; or (iv) is approved for release in writing by Vendor.

- 8.1. Nondisclosure. Subscriber shall not use Confidential Information for any purpose other than facilitating human capital management of educators using the Services (the "Purpose"). Subscriber: (a) shall not disclose Confidential Information to any employee or contractor of Subscriber unless such person needs access in order to facilitate the Purpose and executes a nondisclosure agreement with Subscriber with terms no less restrictive than those of this Section 8; and (b) shall not disclose Confidential Information to any other third party without Vendor's prior written consent. Without limiting the generality of the foregoing, Subscriber shall protect Confidential Information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Subscriber shall promptly notify Vendor of any misuse or misappropriation of Confidential Information that comes to Subscriber's attention. Notwithstanding the foregoing, Subscriber may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Subscriber shall give Vendor prompt notice of any such legal or governmental demand and reasonably cooperate with Vendor in any effort to seek a protective order or otherwise to contest such required disclosure, at Vendor's expense.
- 8.2. Injunction. Subscriber agrees that breach of this Section 8 would cause Vendor irreparable injury, for which monetary damages would not provide adequate compensation, and that in addition to any other remedy, Vendor will be entitled to injunctive relief against such breach or threatened breach, without proving actual damage or posting a bond or other security.
- 8.3. Termination & Return. With respect to each item of Confidential Information, the obligations of Section 8.1 above (*Nondisclosure*) will terminate five (5) years after termination of this Agreement; provided that such obligations related to Confidential Information constituting Vendor's trade secrets shall continue so long as such information remains subject to trade secret protection pursuant to applicable law. Upon termination of this Agreement, Subscriber shall return all copies of Confidential Information to Vendor or certify, in writing, the destruction thereof.
- 8.4. Retention of Rights. This Agreement does not transfer ownership of Confidential Information or grant a license thereto. Vendor will retain all right, title, and interest in and to all Confidential Information.
- 8.5. Exception & Immunity. Pursuant to the Defend Trade Secrets Act of 2016, 18 USC Section 1833(b), Subscriber is on notice and acknowledges that, notwithstanding the foregoing or any other provision of this Agreement:
 - (a) *IMMUNITY*. An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that- (A) is made- (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.
 - (b) *USE OF TRADE SECRET INFORMATION IN ANTI-RETALIATION LAWSUIT*. An individual who files

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a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual- (A) files any document containing the trade secret under seal; and (B) does not disclose the trade secret, except pursuant to court order.

- (c) *NO WAIVER OF IMMUNITY.* Vendor is a governmental entity of the State of Texas, and, as such, enjoys certain privileges and immunities under state and federal law. Nothing contained herein shall be considered as a limitation or waiver of any such privilege or immunity.

9. REPRESENTATIONS & WARRANTIES.

9.1. From Vendor. Vendor represents and warrants that it is the owner of the Services and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Vendor's representations and warranties in the preceding sentence do not apply to use of the Services in combination with hardware or software not provided by Vendor. In the event of a breach of the warranty in this Section 9.1, Vendor, at its own expense, will promptly take the following actions: (a) secure for Subscriber the right to continue using the Services; (b) replace or modify the Services to make it non-infringing; or (c) terminate the infringing features of the Services and refund to Subscriber any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Subscriber's right to terminate for breach where applicable, the preceding sentence states Vendor's sole obligation and liability, and Subscriber's sole remedy, for breach of the warranty in this Section 9.1 and for potential or actual intellectual property infringement by the Services.

9.2. From Subscriber.

(a) *Regarding Subscriber.* Subscriber represents and warrants that: (i) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (ii) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the Services; and (iii) it is an entity authorized to do business pursuant to applicable law.

(b) *Regarding Subscriber's Clients.* Subscriber represents and warrants that, to the best of its knowledge: (i) each Subscriber's Client will have the full right and authority to enter into, execute, and perform its obligations as required under this Agreement and the Client ToS, with no pending or threatened claim or litigation that would have a material adverse impact on its ability so to perform; (ii) Subscriber will accurately identify each Subscriber's Client and will not provide any inaccurate information about a Subscriber's Client or other User to or through the Services; and (iii) each Subscriber's Client is an individual human person 18 years old or older.

9.3. Warranty Disclaimers. Except to the extent set forth in in Section 9.1 above, SUBSCRIBER AGREES THAT SUBSCRIBER ACCEPTS THE SERVICES "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT

Exhibit B

LIMITING THE GENERALITY OF THE FOREGOING: (a) VENDOR HAS NO OBLIGATION TO INDEMNIFY OR DEFEND SUBSCRIBER AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES WILL PERFORM WITHOUT INTERRUPTION OR ERROR; (c) VENDOR DOES NOT REPRESENT OR WARRANT THAT THE SERVICES ARE SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT SUBSCRIBER DATA WILL REMAIN PRIVATE OR SECURE; (d) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING PRODUCTS OR SERVICES PROVIDED BY OTHER USERS OF THE SERVICES OR OTHER THIRD PARTIES; AND (e) VENDOR DISCLAIMS ANY REPRESENTATION OR WARRANTY CONCERNING ACCURACY, SET-UP, AND CONFIGURATION OF SERVICES, INCLUDING WITHOUT LIMITATION, SUBSCRIBER DATA.

10. INDEMNIFICATION. To the extent permitted by law, Subscriber shall defend, indemnify, and hold harmless Vendor and the Vendor Associates (as defined below) against any "Indemnified Claim," meaning any claim, suit, or proceeding arising out of or related to Subscriber's alleged or actual use of, misuse of, or failure to use the Services, including without limitation: (a) claims by Subscriber's Clients or other Users or by Subscriber's employees; (b) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information, including Subscriber Data; (c) claims related to infringement or violation of a copyright, trademark, trade secret, or privacy or confidentiality right by written material, images, logos or other content uploaded to the Services through Subscriber's account, including without limitation by Subscriber Data; (d) claims that use of the Services through Subscriber's account, including by Subscriber's Clients or other Users, harasses, defames, or defrauds a third party or violates the CAN-Spam Act of 2003 or any other law or restriction on electronic advertising; and (e) claims that use of the Services through Subscriber's account, including by Subscriber's Clients or other Users, violates FERPA or the TEC. Indemnified Claims include, without limitation, claims arising out of or related to Vendor's negligence. Subscriber's obligations set forth in this Section 10 include retention and payment of attorneys and payment of court costs, as well as settlement at Subscriber's expense and payment of judgments. Vendor will have the right, not to be exercised unreasonably, to reject any settlement or compromise that requires that it admit wrongdoing or liability or subjects it to any ongoing affirmative obligations. (The "Vendor Associates" are Vendor's officers, directors, shareholders, parents, subsidiaries, agents, successors, and assigns.)

11. LIMITATION OF LIABILITY.

11.1. Dollar Cap. VENDOR'S LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT WILL NOT EXCEED THE SUBSCRIPTION FEE PAID BY SUBSCRIBER FOR ANY TWELVE-MONTH PERIOD.

11.2. Exclusion of Consequential Damages. IN NO EVENT WILL VENDOR BE LIABLE TO SUBSCRIBER FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO USE OF THE SERVICES OR THIS AGREEMENT.

11.3. Clarifications & Disclaimers. THE LIABILITIES LIMITED BY THIS SECTION 11 APPLY: (a) TO LIABILITY FOR NEGLIGENCE; (b) TO LIABILITY FOR BREACH OF WARRANTIES; (c) REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, STRICT PRODUCT LIABILITY, OR OTHERWISE; (d) EVEN IF VENDOR IS ADVISED IN ADVANCE OF THE POSSIBILITY OF THE DAMAGES IN QUESTION AND EVEN IF SUCH DAMAGES WERE FORESEEABLE; AND (e) EVEN IF SUBSCRIBER'S REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE. If applicable law limits the application of the provisions of this Section 11, Vendor's liability will be limited to the maximum extent permissible. For the avoidance of doubt, Vendor's liability limits and other rights set forth in this Section 11 apply likewise to Vendor's

Exhibit B

affiliates, licensors, suppliers, advertisers, agents, sponsors, directors, officers, employees, consultants, and other representatives.

12. Term & Termination.

12.1. Term. The term of this Agreement (the “Term”) shall commence on the Effective Date and continue until August 31, 2024. Thereafter, the Term will automatically renew for successive twelve (12) month periods, unless either party provides written notice of termination sixty (60) or more days before the anniversary of the Effective Date. Subscriber shall pay the then-applicable Subscription Fee for any such renewal pursuant to an additional Order.

12.2. Termination for Cause. Either party may terminate this Agreement for the other’s material breach by written notice specifying in detail the nature of the breach, effective in 30 days unless the other party first cures such breach, or effective immediately if the breach is not subject to cure. Without limiting Vendor’s other rights and remedies, Vendor may suspend or terminate a Subscriber’s Client’s or other User’s access to the Services at any time, without advanced notice, if Vendor reasonably concludes such Subscriber’s Client or other User has conducted itself in a way that is not consistent with the requirements of the AUP, the Client ToS, or the other requirements of this Agreement or in a way that subjects Vendor to potential liability.

12.3. Effects of Termination. Upon termination of this Agreement, Subscriber shall cease all use of the Services and delete, destroy, or return all copies of the Documentation in its or Subscriber’s Clients’ possession or control. The following provisions will survive termination or expiration of this Agreement: (a) any obligation of Subscriber to pay Subscription Fees incurred before termination; (b) Sections 7 (*Intellectual Property & Feedback*), 8 (*Confidential Information*), 9.2 (*Warranty Disclaimers*), 10 (*Indemnification*), 11 (*Limitation of Liability*), and 13 (*Miscellaneous*); and (c) any other provision of this Agreement that must survive to fulfill its essential purpose.

13. MISCELLANEOUS.

13.1. Independent Contractors. Vendor and Subscriber are independent contractors and will so represent themselves in all regards. Neither Vendor nor Subscriber is the agent of the other, and neither may contract on the other’s behalf. The parties agree that no Vendor employee or contractor shall be at the same time an employee of Subscriber.

13.2. Notices. Vendor and Subscriber may send any notices hereunder by USPS 1st class mail with carbon copy by email at the contact addresses set forth below and as updated by either party from time to time. Such notices will be deemed received 3 business days after they are mailed or transmitted.

VENDOR

SUBSCRIBER

<p>Texas Center for Educator Excellence (TxCEE) 1705 S Capital of Texas Hwy, Ste 400 Austin, TX 78746</p> <p>cc: Underwood Law Firm Attn: David P. Backus P.O. 16197</p>	<p>Tornillo ISD 19200 Cobb Ave. Tornillo, Tx 79853</p>
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Exhibit B

Lubbock, Texas 79490	
Email: Claude Pardue, claude.pardue@txcee.org Daniel Moses, dmoses@txcee.org	Email:
Phone: Claude Pardue, (512) 538-0648 Daniel Moses, (512) 537-4369	District Phone: (915)765-3000

- 13.3. Assignment & Successors. Subscriber may not assign this Agreement or any of its rights or obligations hereunder without Vendor's express written consent. Except to the extent forbidden in this Section 13.3, this Agreement will be binding upon and inure to the benefit of the parties' respective successors and assigns.
- 13.4. Force Majeure. No delay, failure, or default, other than a failure to pay Subscription Fees when due, will constitute a breach of this Agreement to the extent caused by acts of war, terrorism, hurricanes, earthquakes, other acts of God or of nature, strikes or other labor disputes, riots or other acts of civil disorder, embargoes, or other causes beyond the performing party's reasonable control.
- 13.5. Severability. To the extent permitted by applicable law, the parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.
- 13.6. No Waiver. Neither party will be deemed to have waived any of its rights under this Agreement by lapse of time or by any statement or representation other than by an authorized representative in an explicit written waiver. No waiver of a breach of this Agreement will constitute a waiver of any other breach of this Agreement.
- 13.7. Choice of Law & Jurisdiction: This Agreement will be governed solely by the internal laws of the State of Texas, including without limitation applicable federal law, without reference to: (a) any conflicts of law principle that would apply the substantive laws of another jurisdiction to the parties' rights or duties; (b) the 1980 United Nations Convention on Contracts for the International Sale of Goods; or (c) other international laws. The parties consent to the personal and exclusive jurisdiction of the federal and state courts of Travis County, Texas. This Section 13.7 governs all claims arising out of or related to this Agreement, including without limitation tort claims.
- 13.8. Conflicts. In the event of any conflict between this Agreement and any Vendor policy posted online, including without limitation the AUP, Client ToS, or Privacy Policy, the terms of this Agreement will govern.
- 13.9. Construction. The parties agree that the terms of this Agreement result from negotiations between them. This Agreement will not be construed in favor of or against either party by reason of authorship.

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- 13.10. Technology Export. Subscriber shall not: (a) permit any third party to access or use the Services in violation of any U.S. law or regulation; or (b) export any software provided by Vendor or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Subscriber shall not permit any third party to access or use the Services in, or export such software to, a country subject to a United States embargo.
- 13.11. Entire Agreement. This Agreement sets forth the entire agreement of the parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter. Neither party has relied upon any such prior or contemporaneous communications.
- 13.12. Amendment. Vendor may amend this Agreement from time to time by posting an amended version at its Website <https://teems.txcee.org>, and sending Subscriber written notice thereof. Such amendment will be deemed accepted and become effective 30 days after such notice (the "Proposed Amendment Date") unless Subscriber first gives Vendor written notice of rejection of the amendment. In the event of such rejection, this Agreement will continue under its original provisions, and the amendment will become effective at the start of Subscriber's next Term following the Proposed Amendment Date (unless Subscriber first terminates this Agreement pursuant to Section 12 (*Term & Termination*)). Subscriber's continued use of the Services following the effective date of an amendment will confirm Subscriber's consent thereto. This Agreement may not be amended in any other way except through a written agreement by authorized representatives of each party. Notwithstanding the foregoing provisions of this Section 13.12, Vendor may revise the Privacy Policy, Client ToS, and AUP at any time by posting a new version of either at the Website, and such new version will become effective on the date it is posted.
- 13.13. Authority. EACH PARTY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS, AND THAT THE PERSON SIGNING ON ITS BEHALF HAS BEEN AUTHORIZED TO DO SO. THE PERSON EXECUTING THIS AGREEMENT ON SUBSCRIBER'S BEHALF REPRESENTS THAT HE OR SHE HAS THE AUTHORITY TO BIND SUBSCRIBER TO THESE TERMS AND CONDITIONS.
- 13.14. No Israel Boycott Verification. By execution of this Agreement, Subscriber certifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement. "Boycott" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
- 13.15. Companies Engaged in Business with Iran, Sudan, Or A Foreign Terrorist Organization. In accordance with Texas Government Code, Chapter 2252, Subchapter F, Vendor is prohibited from entering into a contract with a company that is identified on a list prepared and maintained by the Texas Comptroller or the State Pension Review Board under Texas Government Code Sections 806.051, 807.051, or 2252.153. By execution of this Agreement, Subscriber certifies to Vendor that it is not a listed company under any of those Texas Government Code provisions. Subscriber hereby voluntarily and knowingly acknowledges and agrees that this Agreement shall be null and void should facts arise leading Vendor to believe that Subscriber was a listed company at the time of this procurement.

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14.ACCEPTANCE.

ACCEPTED AND AGREED:

VENDOR	SUBSCRIBER
Texas Center for Educator Excellence (TxCEE) By: _____ Title: Chief TxCEE Officer Printed Name: Joann Taylor	Tornillo ISD By: _____ Title: Superintendent Printed Name: Rosy Vega-Barrio
Date:	Date:

The Effective Date of this Agreement is November 4, 2024.



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MINUTES OF REGULAR BOARD MEETING

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

Wednesday, October 30, 2024

1. (OTHER) First Order of Business

5:31PM –
5:32PM

- 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
 Daniel Dozal via Zoom (5:31 PM – 6:32 PM)
 Hector Lopez via Zoom
 Maria Saldaña
 Enrique Vega

MEMBERS ABSENT:

- 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

5:40PM –
5:47PM

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

3. (OTHER) District Recognitions

5:32PM –
5:36PM

- A. PK-8 Intersession Tutors
Mrs. Myrna Lopez, PK-8 Principal, recognized the PK-8 Intersession Tutors.
No Action Necessary.
- B. PK-8 Staff 1st 9 Weeks Perfect Attendance
Mrs. Myrna Lopez, PK-8 Principal, recognized the PK-8 Staff with perfect attendance for the 1st 9 weeks.
No Action Necessary.

5:36PM –
5:37PM

- C. THS Staff 1st 9 Weeks Perfect Attendance
Mr. Alejandro Olvera, THS Principal, recognized the THS Staff with perfect attendance for the 1st 9 weeks.
No Action Necessary.

5:37PM –
5:40PM

- D. Non-Instructional Staff 1st 9 Weeks Perfect Attendance

Ms. Lizeth Carroll, HR / Compliance Director, recognized the non-instructional staff with perfect attendance for the 1st 9 weeks.
No Action Necessary.

5:47PM – 4. (OTHER) Open Forum - None
5:48PM

5. Lone Star Governance

A. Student Outcome Monitoring

1. 6th-8th BOY Math and Reading Screener Results

Mrs. Myrna Lopez, PK-8 Principal, presented the Board of Trustees with the 6th-8th BOY Math and Reading Screener Results.

No Action Necessary.

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.

6:01PM –
6:02PM

6:02PM – 6. (ADVOCACY) Community Engagement on Student Outcome Goals – None
6:03PM

7. (VISION Y) Information / Reports / Presentations

A. Financial Reports – Information Only

Ms. Sandra Cruz, Finance Coordinator, presented the Board of Trustees with the Financial Reports for September 2024.

No Action Necessary.

6:03PM –
6:08PM

B. Quarterly Investment Report – Information Only

Ms. Sandra Cruz, Finance Coordinator, presented the Board of Trustees with the Quarterly Investment Report.

No Action Necessary.

6:08PM –
6:10PM

C. Annual Investment Report – Information Only

Ms. Sandra Cruz, Finance Coordinator, presented the Board of Trustees with the Annual Investment Report.

No Action Necessary.

6:10PM –
6:11PM

D. CNS Department Updates

Ms. Norma Aguirre, District CNS Manager, presented the Board of Trustees with CNS Department Updates.

No Action Necessary.

6:11PM –
6:18PM

E. Board of Trustees Continuing Education Credit

Ms. Marlene Bullard, Board President, made the following announcement regarding the Board of Trustees Continuing Education Credit:

6:18PM –
6:25PM

As Board President, I am required to announce the name of each member who:

- Has completed the required continuing education;

- Has exceeded the required continuing education; and
- Is deficient in meeting the required continuing education.

The requirements for training are measured as of the first anniversary of the date of the trustee’s election or appointment or two-year anniversary of his or her previous training, as applicable.

There are eight training areas for board member continuing education:

1. Local District Orientation
2. Orientation to the Texas Education Code
3. Post-Legislative Update to the Texas Education Code
4. Team Building
5. Additional Continuing Education
6. Evaluating Student Academic Performance and Setting Goals
7. Identifying and Reporting Abuse, Trafficking, and Other Maltreatment of Children
8. School Safety

To the extent applicable for each board member, I will announce the completion or deficiency as to required training.

For members who still have time remaining to complete required training, I will announce those board members who have scheduled timely training and those who have not yet scheduled the training.

At the conclusion of this announcement, I will announce any board member’s training in excess of the continuing education requirements.

1. Local District Orientation Training

No new board members were required to complete local district orientation training for the time period covered by this announcement.

2. Orientation to the Texas Education Code

No new board members were required to complete Orientation to the Texas Education Code training for the time period covered by this announcement

3. Post-Legislative Update to the Texas Education Code

No board members were required to complete Post-Legislative Updated to the Texas Education Code training for the time period covered by this announcement.

4. Team Building

NOTE: The entire board and the Superintendent must participate in the annual team-building session. This training should be completed by the time of the annual announcement.

The following board members have completed the annual team-building training: Marlene Bullard, Maria Saldana, Ofelia Bosquez, Daniel Dozal, Hector Lopez, Ida Estrada, Enrique Vega

5. Additional Continuing Education

NOTE: 10 hours for first-year members, 5 hours for subsequent years

The following board members have completed the additional continuing education requirements: Enrique Vega, Ida Estrada, Maria Saldana, Marlene Bullard, Ofelia Bosquez, Hector Lopez, and Daniel Dozal.

6. Evaluating Student Academic Performance and Setting Goals

The following Board members have completed the required training on evaluating and improving student outcomes: Enrique Vega, Ida Estrada, Maria Saldaña, Marlene Bullard, Ofelia Bosquez, Daniel Dozal, and Hector Lopez.

7. Identifying and Reporting Abuse, Trafficking and Other Maltreatment of Children

The following board members have completed the biennial training on identifying and reporting abuse and trafficking: Ofelia Bosquez, Ida Estrada, Hector Lopez, Enrique Vega, Maria Saldaña, Marlene Bullard

The following board members have time remaining to complete the biennial training on identifying and reporting abuse and trafficking and have not yet scheduled this training: Daniel Dozal.

8. School Safety

The following board members have time remaining to complete the biennial training on school safety and have not yet scheduled this training: Daniel Dozal, Enrique Vega, Hector Lopez, Maria Saldana, Marlene Bullard, Ofelia Bosquez, Ida Estrada

Exceeding Required Continuing Education

1. Board Member Enrique Vega exceeded the required amount of continuing education training by 20.5 additional hours.
2. Board Member Ida Estrada exceeded the required amount of continuing education training by 12 additional hours.
3. Board Member Maria Saldana exceeded the required amount of continuing education training by 23 additional hours.
4. Board Member Marlene Bullard exceeded the required amount of continuing education training by 36 additional hours
5. Board Member Ofelia Bosquez exceeded the required amount of continuing education training by 23.5 additional hours
6. Board Member Hector Lopez exceeded the required amount of continuing education training by 4.5 additional hours
7. Board Member Daniel Dozal exceeded the required amount of continuing education training by 2.25 additional hours

6:25PM –
6:27PM

8. (STRUCTURE) Board Items

- A. Purchases > \$25,000 threshold – Authorization
1. Consider Approval to Purchase Edgenuity
Mr. Alejandro Olvera, THS Principal, presented the Purchase of Edgenuity.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the purchase of Edgenuity, as presented.
Motion Passed 6:0:0.

6:27PM –
6:31PM

- B. Take Action to Accept and Approve the Resignation of Trustee Daniel Dozal
Ms. Marlene Bullard, Board President, presented Daniel Dozal’s resignation letter to the Board of Trustees.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve and accept Trustee Daniel Dozal’s resignation, as presented.
Motion Passed 6:0:0.

Ms. Bullard announced the board will accept letters of interest until November 13, 2024 to fill Daniel Dozal’s vacancy.

9. (STRUCTURE) Consent Agenda

6:31PM –
6:32PM

- A. Consider Approval of Minutes from Previous Meetings:
1. Regular Board Meeting Minutes - September 25, 2024
B. Consider Approval of 2024-2025 SHAC Membership Roster
C. Consider Approval of ApplyTexas Sharing Agreement Renewal
D. Consider Approval of Donations
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve ALL consent agenda items, as presented.
Motion Passed 6:0:0.

Daniel Dozal left the meeting at 6:32 PM

6:32PM –
8:54PM

10. (OTHER) Executive Session. The Board will enter into a closed session to discuss the following items under Sections 551.076 and 551.089, Texas Government Code. The Board will reconvene into open session to take any necessary action.

The Board of Trustees entered into Executive Session at 6:32 PM for deliberation.

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

No Action was taken during Executive Session.

The Board of Trustees reconvened from Executive Session at 8:54 PM.

11. (STRUCTURE) Continuation of Board Items in Open Session

8:54PM –
8:55PM

- A. Discussion and Possible Action Regarding Superintendent's Evaluation
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the annual evaluation of Superintendent as conducted in closed session.

Motion Passed Unanimously.

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

Ofelia Bosquez made the motion and Enrique Vega seconded the motion to amend the Superintendent's employment contract as discussed in closed session.

Motion Passed 5:0:1; Maria Saldaña abstained.

12. Next Meeting Tentative Date: November 20, 2024

There being no further business, Ofelia Bosquez made the motion and Enrique Vega seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 8:55 PM.

Marlene Bullard _____ Date
President, Board of Trustees

Ofelia Bosquez _____ Date
Secretary, Board of Trustees

**Special Education Department**

19200 Cobb Avenue

PO Box 170

Tornillo, TX 79853

Phone 915.765.3041

Fax 915.765.3099

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: TORNILLO INDEPENDENT SCHOOL DISTRICT SPECIAL EDUCATION DEPARTMENT
SUBJECT: CONTRACTS FOR PROVIDERS OF SPECIAL EDUCATION RELATED SERVICES
DATE: 11/04/2024

HISTORY:

Tornillo ISD utilizes contracted professionals to provide certain special education services and therapy to students receiving special education services. These areas include Diagnosticians, Adapted PE Coach, and Licensed Specialist in School Psychology.

RATIONALE:

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

BUDGET IMPACT:

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

ADMINISTRATIVE RECOMMENDATION:

At this time, the Administration is recommending that the following Special Education Professional Service Contracts for the 2024-2025 school year be approved:

1. Adapted PE Coach
2. Licensed Specialist in School Psychology
3. Licensed Diagnostician services
4. Special Education Counselor
5. Speech therapy service providers and evaluators

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

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



**Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Delia Del Hierro whose contract number is 202401 (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2024 and ending August 31, 2025, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$650 for English FIE/Dyslexia evaluations, and \$800 for Spanish FIE/Dyslexia evaluations for Student Evaluations and \$300 for ARD participation** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and



agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how



the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law



or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
 - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
 - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be



approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. Status of the Contractor. The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. Business Ethics Standards. The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. Criminal Background Check. Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. Confidentiality. The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. Assignment. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. Entire Agreement. This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.



17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Ms. Delia del Hierro (Nov 6, 2024 18:45 MST)

Contractor

Educational Diagnostic

Title

11/06/24

Date



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

Superintendent

Date

TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)

Final Audit Report

2024-11-07

Created:	2024-11-06
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAANMICfKxPxSVMSL0yx_2qyA5G85KcZzUy

"TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)" History

-  Document created by Anna Brew (brewa@tisd.us)
2024-11-06 - 7:50:02 PM GMT
-  Document emailed to Ms. Delia del Hierro (deliadelhierro@gmail.com) for signature
2024-11-06 - 7:50:05 PM GMT
-  Email viewed by Ms. Delia del Hierro (deliadelhierro@gmail.com)
2024-11-06 - 9:05:42 PM GMT
-  Document e-signed by Ms. Delia del Hierro (deliadelhierro@gmail.com)
Signature Date: 2024-11-07 - 1:45:08 AM GMT - Time Source: server
-  Agreement completed.
2024-11-07 - 1:45:08 AM GMT



**Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Gabriel Nevarez whose contract number is 1031 (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2024 and ending August 31, 2025, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$300 for Student Evaluations of SpEd counseling and a maximum of \$100.00 per hour for any counseling sessions provided**

or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation,



costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute



through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
 - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
 - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the



Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. Status of the Contractor. The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. Business Ethics Standards. The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. Criminal Background Check. Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. Confidentiality. The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.



14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.




Gabriel Nevarez (Nov 6, 2024 4:16 MST)

Contractor

SPED Counselor

Title

11/06/24

Date

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

Superintendent

Date

TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)

Final Audit Report

2024-11-06

Created:	2024-11-04
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAABAW4hg3PQDIdAYEKrD-oztFN6oQZANF1Ef

"TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)" History

-  Document created by Anna Brew (brewa@tisd.us)
2024-11-04 - 6:04:02 PM GMT
-  Document emailed to Gabriel Nevarez (grnevarez@hotmail.com) for signature
2024-11-04 - 6:04:06 PM GMT
-  Email viewed by Gabriel Nevarez (grnevarez@hotmail.com)
2024-11-06 - 8:14:07 PM GMT
-  Document e-signed by Gabriel Nevarez (grnevarez@hotmail.com)
Signature Date: 2024-11-06 - 8:16:30 PM GMT - Time Source: server
-  Agreement completed.
2024-11-06 - 8:16:30 PM GMT



**Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Joe Morales whose contract number is 20488 (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2024 and ending August 31, 2025, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$51 maximum for student Services per hour and a maximum of \$100 per ARD for any related services provided and a 30 minute travel time allowance** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies,



materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.



3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute



- through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.
6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
 7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
 8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
 - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
 - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
 9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the



Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.



14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.



Joe Mal - Adaptive Physical Education
Contractor Title Date 10/23/24

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

Superintendent

Date



**Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853**

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and Alyssa Frausto whose contract number is 12027 (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning September 01, 2024 and ending August 31, 2025, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **\$\$800 for Student Evaluations and a maximum of \$200.00 per ARD for any other related service provided time** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive consultative minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging,

{Firm Documents/2013/000/00289187.DOCX }

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170

Special Education Department

Tornillo, TX 79853



meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

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3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall

{Firm Documents/2013/000/00289187.DOCX } Tornillo Independent School District Special Education Department
19200 Cobb Ave. | PO Box 170
Tornillo, TX 79853



have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United



States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.
7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.
8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:
 - (a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.
 - (b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.
9. **Indemnification.** The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants,



subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment.** The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.



15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.
16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.
17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

TISD Special Education-Alyssa Frausto- 24-25

Final Audit Report

2024-11-12

Created:	2024-11-06
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAMDicPPofXh5UCqWKDJw-1rZ4ZMHv1049

"TISD Special Education-Alyssa Frausto- 24-25" History

-  Document created by Anna Brew (brewa@tisd.us)
2024-11-06 - 11:18:35 PM GMT
-  Document emailed to Alyssa Frausto (leelafr@gmail.com) for signature
2024-11-06 - 11:18:38 PM GMT
-  Email viewed by Alyssa Frausto (leelafr@gmail.com)
2024-11-12 - 9:28:46 PM GMT
-  Document e-signed by Alyssa Frausto (leelafr@gmail.com)
Signature Date: 2024-11-12 - 9:30:02 PM GMT - Time Source: server
-  Agreement completed.
2024-11-12 - 9:30:02 PM GMT

TORNILLO INDEPENDENT SCHOOL DISTRICT

Educating children today to be the leaders of tomorrow.



Tornillo Independent School District Donation Acknowledgement Form

Date of Request: 11/04/2024 School/Department: Finance

On behalf of Tornillo Independent School District, I am asking that the Board of Trustees approves the acceptance of the following items:

Donation Description	Quantity	Value
Check from USI Southwest	1	\$1,000

Purpose of donation:
For Centennial Celebration

Donor or Donor Organization Name: USI Southwest
Address, City, State & Zip Code: 303 N. Oregon St. Ste. 310
El Paso, TX 79901

Check one Non-monetary donation
 This donation will be recorded in the campus/department activity account
 This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in
Club Name: Centennial Planning Committee
Account Number: _____
Sponsor Signature: [Signature] Date: 11/4/24

Requestor's Signature: [Signature] Date: 11/4/24

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor
Original to be kept by Executive Secretary

Vision: Believe we can succeed, with pride we will achieve.
Mission: The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.



Technology Department

19200 Cobb Avenue

Tornillo, TX 79853

Phone 915.765.3035

Fax 915.765.3099

MEMORANDUM

To:

From:

Subject:

Date:

HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

STATE OF TEXAS) **Agreement Regarding Closed to Open Point of**
) **Dispensing Immunizations or Treatment**
) **in Public Health Emergency (Tornillo**
 COUNTY OF EL PASO) **Independent School District)**

This Closed to Open (Closed/Open) Point of Dispensing agreement (Agreement) is entered into on this the 10th day of October , 2025 between the Tornillo Independent School District (TISD) and the city of El Paso (City), in El Paso County, Texas.

RECITALS

WHEREAS, under the Public Health Emergency Response Hazards grant from the Texas Department of State Health Services (DSHS), the City is required to prevent, prepare for, and respond to a public health emergency that may result from natural or man-made causes; and

WHEREAS, the City’s Department of Public Health (DPH) in its dispensing and program planner functions as described in 42 U.S.C. §247d–6d., may approve the transfer of a pre-determined quantity of vaccinations and supplies to the TISD; and

WHEREAS, the City is acting under the provisions of 42 U.S.C. §247d-6d, entitled “Targeted liability protections for pandemic and epidemic products and security countermeasures”; and

WHEREAS, the DPH wishes to collaborate with the TISD to enhance the ability of DPH and TISD to respond to a catastrophic biological incident or other communicable threat of epidemic proportions.

NOW THEREFORE, in consideration of the forgoing, the parties hereto agree as follows:

I. DEFINITIONS

- a. After Action Report (AAR): a document detailing and evaluating the actions previously taken by a group as part of a goal-oriented exercise or series of exercises, in order to determine how the group can maximize the success of its operations.
- b. Emergency Event: A catastrophic biological incident or other communicable threat of epidemic proportions.
- c. Parties: When referring to both the TISD and the City.
- d. Party: Either the TISD or the City.
- e. POD: Point of Dispensing.

II. TISD agrees:

- a. To allow the use of its facilities, including all rooms, fixtures, and existing equipment, subject to availability, during the period of the Emergency Event, that the City regards as necessary for on-site use, and the use of all utilities (gas, electric, water, and telecommunications) normally associated with a facility's use.
- b. To provide a minimum of one employee who has access to and will allow the City access to the above-mentioned facilities.
- c. To provide security and maintain order in terms of crowd control in or around the facility campus during the Emergency Event.
- d. To request vaccines or prophylactic treatment according to the number of individuals to be vaccinated (employees, number of employee's immediate family members, contractors, patients, etc.).
- e. To assume responsibility of administering the vaccine (mass prophylaxis) to those individuals identified above by the TISD's trained staff at the site chosen by the TISD and with no liability assumed by the DPH during Emergency Event.
- f. To provide regular updates (daily or as per operational period) to the DPH in regards to dispensing population, vaccination logistics and operations.
- g. To train and educate all of the TISD's staff that will be utilized in administering operations on TISD's protocols and procedures.
- h. To retrieve vaccines at the site chosen by the DPH and to provide security for said medication during transport.
- i. To not charge any individuals for the administration of a vaccine provided through this Agreement.
- j. To provide emergency point of contact information to ensure timely notification of any events that may impact the operations.
- k. To compile and file an AAR with the DPH identifying shortfalls and accomplishments within 90 days of the operation.

III. The CITY, by and through its DPH, agrees:

- a. To notify the TISD of a mass prophylaxis activation determination by previously established channels.
- b. To provide or arrange for all equipment, vaccine, medicine, and personnel necessary to administer any vaccine, medication, or screening and monitoring for the Emergency Event.

- c. To be responsible for the disposal of medical waste and for the cleaning of surfaces used, within a reasonable time, by the City at a TISD facility following said facility's use for the Emergency Event.
- d. The local health authority will provide written assurance of a TISD facility's safety for use by TISD after the Emergency Event has ended.
- e. To provide specific training/education opportunities to the TISD's staff on how to properly develop and implement a mass prophylaxis dispensing plan, supply list, POD layouts, factsheets, and additional logistical and medical guidance or documents during POD operations.
- f. To provide a set amount of vaccines or prophylactic treatment based on the TISD's designated population and will coordinate with the TISD for the pick-up, return, monitoring, and reporting of such material during Emergency Event.
- g. To provide pre-public health event/emergency planning and technical assistance, including training exercises regarding how to properly develop and implement City's mass prophylaxis dispensing plan, supply lists, POD layouts, factsheets, dispensing algorithms, registration forms, etc.
- h. To provide training on inventory management to staff designated by the TISD.
- i. To provide technical assistance and consultation on AAR to TISD immediately after implementation of mass prophylaxis dispensing plan to determine what did or did not work and how to improve said plan, to the extent that said technical assistance and consultation is available.
- j. This Agreement does not obligate the City to purchase any items, hire additional personnel, or to pay TISD for the services described in this Agreement.
- k. The Parties to this Agreement shall not exchange between each other goods or services for monetary remuneration.
- l. The City, as applicable, shall comply at its sole expense with the requirements of §22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, TISD Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Agreement.

IV. It is mutually agreed that:

- a. After accomplishing the development of a mass prophylaxis dispensing plan and after being successfully trained by the City on said plan implementation, the TISD facility

will be considered a Closed POD, which is defined as an entity that does not dispense medications to the “general public” but only to the City and TISD’s employees and employees’ immediate family members. Thereafter, the TISD facility will be an Open POD, during which time it will dispense medications to the general public.

- b. It is understood that the TISD’s participation is completely voluntary. The TISD may not be available to participate as a Closed/Open POD during an Emergency Event. Alternatively, the City may choose to not utilize the TISD facilities as a Closed/Open POD during an Emergency Event. If the TISD facilities are unavailable or if the City chooses to not utilize said facilities as a Closed/Open POD during an Emergency Event, the TISD facilities will not be considered a Closed/Open POD. If the TISD facilities are not considered a Closed/Open POD by the City, then the TISD’s employees and employees’ family would be required to attend a public Open POD operated by the DPH and not be treated as or considered to be a Closed/Open POD, despite the existence of this Agreement.

V. Term and Termination

This Agreement will remain in effect for a two-year period, to begin on the date first appearing above (Effective Date), with the possibility to renew for an additional two-year term with written notice to the other Party 60 days prior to expiration of the original term. This Agreement may be terminated with a 30-day written notice provided by the terminating Party to the other Party at the address provided below.

VI. HIPAA

The Parties agree to maintain and secure the confidentiality of each patient’s protected health information as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

VII. General

- a. This Agreement will not supersede any laws, rules, or policies of either Party.
- b. **No Indemnification.** The Parties expressly agree that neither Party shall have the right to seek indemnification or contribution from any other Party for any loses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.
- c. **Independent Contractors.** The Parties hereto are each an independent contractor. No partnership, joint venture, or joint enterprise is intended to be created by this Agreement, nor any principal, agent, or employer/employee relationship. Neither Party has, and neither Party shall attempt to assert, the authority to make commitments for or to bind the other Party to any obligation.
- c. **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, and such consent will not be unreasonably withheld. Any

attempt to assign this Agreement without the consent of the other Party shall be considered an event of default and may be grounds to terminate the Agreement. No such consent will be required for assignment to an entity owned by or under common control with assignor or in connection with any acquisition of all of the assets or capital stock of a Party; provided however, the assigning Party will provide notice of such transaction to the other Party and remain fully responsible for compliance with all of the terms of this Agreement.

- d. **Notices.** Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.

CITY: City of El Paso
Attention: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890
Telephone: 915-212-0033
Fax: 915-212-0034

COPY TO: City of El Paso Department of Public Health
Attention: Director
5115 El Paso Drive
El Paso, Texas 79905-2818
Telephone: 915-212-6502
Fax: 915-212-0167

TISD: Tornillo Independent School District
Attention: Superintendent
300 Oil Mill Rd.
Tornillo, Texas 79853
Telephone: 915-765-3500

COPY TO: General Counsel for TISD

- e. **Headings.** The headings of sections and subsections of this Agreement are for reference only and will not affect in any way the meaning or interpretation of this Agreement.
- f. **Governing Law, Jurisdiction, Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without regard to its principles of conflict of laws. Venue shall be located in El Paso County, Texas.

- g. **Compliance with Laws.** The Parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.
- h. **Severability.** In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.
- i. **Entire Contract; Counterparts.** This Agreement constitutes the entire contract between the City and the TISD regarding the services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document. No amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties.

IN WITNESS WHEREOF, this Agreement has been executed by an authorized representative of each Party.

(Signature pages follow)

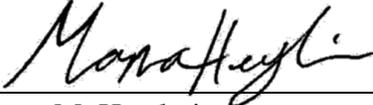
Signature page for City of El Paso

APPROVED this _____ day of _____, 2024.

THE CITY OF EL PASO:

Dionne Mack
City Manager

APPROVED AS TO FORM:



Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:



Dr. Veerinder Taneja
Director, Department of Public Health

[ORGANIZATION'S SIGNATURE ON FOLLOWING PAGE]

Signature page for Tornillo Independent School District

APPROVED this _____ day of _____, 2024.

ORGANIZATION:

Tornillo Independent School District

Printed Name: _____

Title: _____

STATE OF TEXAS) **Agreement Regarding Open Point of Dispensing**
) **Immunizations or Treatment in Public Health**
COUNTY OF EL PASO) **Emergency (Tornillo Independent School District)**

This Agreement (“Agreement”) is entered into between the Tornillo Independent School District (“TISD”), and the City of El Paso (“City”) a home rule Texas municipality. TISD is an independent school district organized under the Texas Education Code, Chapter 11.

WHEREAS, under a grant from the Texas Department of State Health Services (“DSHS”), the City is required to plan and prepare for a public health emergency that may result from natural or man-made causes; and

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WHEREAS, during such an emergency, it may be necessary to immunize or treat all or large numbers of people in the area served by the City and TISD; and

WHEREAS, prior public health experience with mass immunizations has shown that schools are well suited to this activity due to their location within the community and the facilities available to school districts; and

WHEREAS, it would benefit the residents of El Paso, Tornillo, and the surrounding region for TISD to serve as an open point of dispensing immunizations or treatment in a public health emergency.

NOW THEREFORE, in consideration of the mutual promises, covenants and conditions expressed hereinafter, be it known that the City and TISD hereby enter into this Agreement as follows:

I. PURPOSE

To assist in effectively responding to declarations by the Texas Department of State Health Services or the local health authority that large scale immunization or treatment is necessary as a control measure for an outbreak of communicable disease (“Emergency Event”), TISD agrees to provide staffing (if available) and access to its facilities to the City as necessary to immunize or treat members of the public in response to a public health emergency. The City and TISD agree to the terms, conditions, and responsibilities expressed in this Agreement.

II. OBLIGATIONS OF THE CITY

1. The City will supply or arrange for all equipment, vaccine, medicine, and personnel necessary to administer any vaccine or medication for the Emergency Event.
2. The City will supply or arrange for all equipment and personnel necessary for staffing, security for City staff and medical equipment and supplies, and vehicular traffic control for the Emergency Event, except as described in Section III.
3. The City will be responsible for disposal of medical waste and for the cleaning of surfaces used by the City at a TISD facility following said facility’s use for the Emergency Event.

The local health authority will provide written assurance of a TISD facility's safety for use by TISD after the Emergency Event has ended.

4. Nothing within the terms of this Agreement shall require the City to purchase additional equipment or hire additional personnel in order to comply with the terms of this Agreement.

III. OBLIGATIONS OF SISD

1. TISD is responsible for allowing the use of its facilities, subject to availability, for the Emergency Event, and the use of all utilities (gas, electric, water, and telecommunications) normally associated with a facility's use.
2. TISD is responsible for providing use of all rooms, fixtures, and equipment existing at a facility that the City regards as necessary for on-site use during the period of the Emergency Event.
3. TISD will provide a minimum of one employee who has access to and will allow the City access to the rooms, fixtures, and equipment described above on-site during the period of the Emergency Event.
4. TISD will provide security and maintain order in terms of crowd control on the facility campus during the Emergency Event.

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IV. NO INDEMNIFICATION

The parties expressly agree that neither party shall have the right to seek indemnification or contribution from any other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or in part, from this Agreement.

V. CONSIDERATION

The parties agree that on the part of TISD, the use of TISD facilities and provision of TISD employees, and on the part of the City, the use of City equipment, vaccines, medicine and provision of City employees, constitute sufficiently equivalent non-monetary consideration for this Agreement.

VI. TERM

This Agreement shall be in effect from the date that it is signed by both parties and shall remain in place for a period of five (5) years unless terminated earlier by the parties in accordance with Section VII to this Agreement.

VII. TERMINATION & NOTICE

This Agreement may be terminated by either party after thirty (30) days written notice to the other party, via certified mail, return receipt requested. All other notices, communications, and reports under this Agreement shall be either hand delivered, faxed or mailed, postage prepaid in the United States Postal Service, to the respective parties at the respective addresses shown below, unless and until either party is otherwise notified in writing:

CITY: City of El Paso
Attn: City Manager
P.O. Box 1890
El Paso, TX 79950-1890
Telephone: 915-212-0033
Fax: 915-212-0034

COPY TO: City of El Paso Department of Public Health
Director
5115 El Paso Drive
El Paso, Texas 79905-2818
Telephone: 915-212-6502
Fax: 915-212-0167

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TISD Tornillo Independent School District
ATTN: _____

_____, Texas, _____
Telephone: _____
Fax: _____

VIII. MISCELLANEOUS PROVISIONS

8.1 **Jurisdiction and Venue.** This Agreement is entered into in the City and County of El Paso, Texas, and shall be governed and construed under the laws of Texas. Venue shall be in El Paso County, Texas.

8.2 **No Waiver.** Failure by either party on one or more occasions to exercise one or more of its rights hereunder shall not be construed as a waiver of such right or rights and the rights granted hereunder are in addition to those available under law and equity.

8.3 **Severability.** All agreements, covenants, or provisions contained herein are severable, and in the event any of them shall be held to be invalid by any court of competent jurisdiction, this shall be interpreted as though such invalid agreement, covenant, or provision were not contained herein.

8.4 **Captions.** The captions of the various sections of this Agreement are for convenience of reference only and shall not alter the terms and conditions of this Agreement.

8.5 **Assignment.** The parties may not assign the obligations or rights under this Agreement to any person or entity without the prior written consent of the other party. Any attempt to assign this Agreement without the consent of the City shall be considered an event of default and may be grounds to terminate the Agreement.

8.6 Independent Contractors. The parties hereto are each independent contractors. No partnership, joint venture, or joint enterprise is intended to be created by this Agreement, nor any principal, agent, or employer/employee relationship. Neither party has, and neither party shall attempt to assert, the authority to make commitments for or to bind the other party to any obligation.

8.7 Current revenues. Any financial obligations by either party hereunder shall be paid solely from current revenues available to that respective party.

8.8 Amendment. No amendment or modification to this Agreement or any provision of this Agreement shall be effective unless in writing of equal dignity hereto.

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8.9 Other. No provision in this Agreement that purports to impose an obligation or restriction not permitted by applicable law shall be enforceable.

8.10 Governmental Function. The parties expressly agree that, in all things relating to this Agreement, the City and EPISD are performing governmental functions, as defined by the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City or of EPISD that, in any way, pertains to or arises out of this Agreement falls within the definition of a governmental function.

8.11 Compliance with Laws. The parties acknowledge that each is subject to applicable federal and state laws and regulations, and policies and requirements of various accrediting organizations. Accordingly, each party will enforce compliance with all applicable laws, regulations, and requirements and will make available such information and records as may be reasonably requested in writing by the other party to facilitate its compliance, except for records that are confidential and privileged by law.

IX. HIPAA

The parties agree to maintain and secure the confidentiality of the patient's protected health information as mandated by the Health Insurance Portability and Accountability Act (HIPAA).

X. MERGER CLAUSE

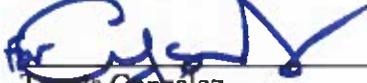
This Agreement reflects the final, complete, and exclusive understandings of the parties hereto, and may not be waived, altered, or modified except by written agreement of the parties.

(Signature pages follow.)

Signature page for the City of El Paso, Agreement Regarding Open Point of Dispensing between City of El Paso and School District.

APPROVED on this the 9th day of October, 2020.

CITY OF EL PASO



Tomas Gonzalez
City Manager

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APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO CONTENT:



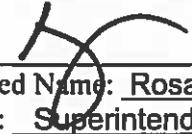
Angela Mora, Interim Director
Department of Public Health, Director

**Signature page for School District, Agreement Regarding Open Point of Dispensing
between City of El Paso and School District.**

APPROVED on this the 30th day of September, 2020



Tornillo Independent School District


Printed Name: Rosa Vega-Barrio
Title: Superintendent

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Region 17 Education Service Center 2025-2026 West Texas Food Service Cooperative Interlocal Agreement

SERVICE ABSTRACT

Child Nutrition and Purchasing

Description:

The goal of the Cooperative is to obtain substantial savings on specific food service items for member districts through volume purchasing. The highest quality products for the best possible prices will be sought. The district should benefit through cost savings, meeting federal and state procurement regulations, and receiving items meeting federal Child Nutrition Program requirements. Participating Education Service Centers will organize and administer The West Texas Food Service Cooperative (Cooperative) with Region 17 Education Service Center acting as the fiscal agent (Coordinating Center).

This agreement is entered into pursuant to the authority granted by Title 7 (Agriculture) of the Code of Federal Regulations, Chapter 791 of the Texas Government Code, and Chapter 8 of the Texas Education Code.

EDGAR COMPLIANCE

CONTRACTS INVOLVING FEDERAL FUNDS: Region 17 ESC may be unable to determine which of its agreements/contracts will be used by cooperative members using federal funds at the time of the procurement process. Therefore, Region 17 ESC intends to competitively procure each contract awarded by Region 17 ESC under Section 44.031 of the Texas Education Code and intends to comply with EDGAR and USDA regulations for every procurement action. To comply with EDGAR, Region 17 ESC will make an independent estimate of the value of goods or services in the current market before receiving bids or proposals. After Region 17 ESC receives bids and proposals, but before awarding a contract, Region 17 ESC will also conduct a price or cost analysis and document its findings. For contracts at or above \$50,000 cooperative members must verify that Region 17 ESC fulfilled its requirement to conduct a cost or price analysis in order to benefit from the ability to purchase goods and services from its purchasing cooperatives directly without the need for additional procurement activities or documentation. Region 17 ESC will provide its *Independent Estimate Determination Form* and *Determination of Cost or Price Reasonableness Form* to a cooperative member upon request, but Region 17 ESC recommends that when circumstances necessitate separate evaluation of lump-sum pricing, cooperative members also conduct an independent evaluation of cost or price reasonableness tailored to the cooperative member's specific purchases so that the cooperative member can independently determine the reasonableness of the cost/price of the particular purchase. Stated differently, if the cooperative member's verification of Region 17 ESC's compliance with EDGAR reveals that the lump-sum price includes goods or services for which Region 17 ESC could not have performed a cost or price analysis, the cooperative member should conduct an independent cost or price analysis.

I. Term of Contract

The term of this contract shall be from the date of acceptance by authorized District personnel through July 31, 2026. The participating party(ies) may with mutual agreement among all other participating parties, rescind the Commercial Purchasing and/or Full-Service component of this contract with a thirty (30) day written notice. If participating in the Commodity Processing component of this contract, the participating party is required to fulfill the contractual obligation until all processed commodity commitments are received. For general termination information, see Section VII.

A signed agreement or at least a verbal commitment from district must be received by the WTFSC by February 15, 2025 for district to participate in commodity processing for contract year.

II. General Provisions

In accordance with United States Department of Agriculture (USDA) regulation and Texas Department of Agriculture (TDA) guidance in the Administrator's Reference Manual Section 17c, the Cooperative is a Child Nutrition Program (CNP) Operator-Only Cooperative that is categorized as a "for profit cooperative". Consequently, at the end of the contract year, the Cooperative must return all profit in excess of the profit margin as described in the contract to the participating Cooperative's members, i.e., Contracting Entities. The Cooperative's "profit margin", for purposes of this Agreement, shall be the revenue received by the Cooperative through the charging of the vendor fee set forth in "Fee" section below minus the expenses to the Coordinating Center to operate the Cooperative. The Coordinating Center shall retain the profit margin; however, revenue received in excess of the profit margin ("unanticipated profit"), if any, shall be distributed to the Cooperative's members.

III. Fee

No fee shall be charged to members of the Cooperative.

The USDA does not allow federal funds received by ESC Child Nutrition components to be used to support purchasing cooperatives. Therefore, the Cooperative is a totally self-funded entity. To provide this revenue, a fee of .85% of each district Commercial Purchase is charged to the vendor through a Vendor Participation Fee. Through the Commodity Processing bids, a per-truckload fee of \$500.00 is charged to the processor as an Administrative Processing Fee. All fees are used to cover expenses related to the administration and direct operation of the Cooperative. Districts, even though they may incur these fees indirectly, pay no direct fee to the Cooperative for participation.

IV. ESC 17 (Coordinating Center) will be responsible for the following:

- Provide for the organizational and administrative structure of the cooperative.
- Provide for staff time necessary for efficient operation of the cooperative.
- Host Regional Advisory Board meetings for commercial bid purchasing and commodity processing components.
- Provide onsite and/or technology based regional and/or area trainings as requested/necessary.
- Initiate and implement activities related to the bidding and vendor selection process, in accordance with formal procurement procedures for Texas public schools.
- Review annual fiscal report with member districts at a Fall Advisory Board Meeting.

- Provide districts with Service Report/Product Comment Forms to address quality assurance and vendor complaint issues consistently.
- The Cooperative will not be held responsible for product warranties, product qualities, failure to deliver by vendor(s), or failure of payment to vendor(s) by participating members.
- Manage awarded contracts including:
 - Utilizing cost/price analysis
 - Maintaining awarded catalog(s)
 - Monitoring addition of new goods and/or services
 - Monitoring value of contract(s), i.e., Material Change
 - Material change means a modification that exceeds and/or alters the terms of the original contract between WTFSC, its cooperative members, and Vendor in the amount of 10% of total contract value.

V. Role of the participating district:

- Commit to participate in the Cooperative by resolution of the governing body.
- Designate a contact person for the Cooperative.
- Return all necessary forms to the Cooperative in a timely fashion with appropriate signatures.
- Abide by directives and decisions of the Regional Advisory Boards and Coordinating Center.
- Abide by Texas Department of Agriculture Roles and Responsibilities for Further Processing of USDA Foods as per the Contract Packet via TX-UNPS.
- Prepare purchase orders issued to the appropriate vendor(s)/processor(s) from the official award list provided by the Cooperative.
- Accept shipments of products in accordance with standard HACCP delivery procedures and the Cooperative delivery agreements.
- Pay vendor(s) as per awarded terms and conditions unless prior arrangements have been made between the participating member and the vendor(s). All deliveries will be made in accordance with the specified delivery schedule in each bid document.
- Manage awarded contracts including:
 - Notifying WTFSC of issues regarding vendors and product quality by submitting the Service Report/Product Comment Forms as necessary
 - Following proper procedures to request additional items to be added to bid catalog
 - Verify accuracy of invoices and authorizing payments consistent with contract terms
 - Monitor any changes to the contract through the amendment process allowed by the terms of the contract

VI. Amendments

This agreement may be amended only by agreement of both parties. Amendments may include:

- Change in Contract Options
- Change in Designee

VII. Termination of Contract

This agreement may be terminated for any of the following reasons:

- The Cooperative member submits a written thirty (30) day notice to the ESC terminating the Agreement.
- The Coordinating Center gives the district thirty (30) days written notice that the district has failed to uphold outlined roles of the agreement.
- The Coordinating Center gives the district thirty (30) days written notice of regulation changes that void the contract

VIII. Additional Info

- Compensation. The parties agree that the contractual payments under this Agreement and any related exhibits and documents are amounts that fairly compensate ESC 17 for the services or functions performed under the Agreement.
- Severability. If any portion of this Agreement shall be declared illegal or held unenforceable for any reason, the remaining portions shall continue in full force and effect.
- Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie in Lubbock County, Texas, unless otherwise mandated by law.
- Warranty. By the execution and delivery of this Agreement, the undersigned individuals warrant that they have been duly authorized by all requisite administrative action required to enter into and perform the terms of this Agreement.

01/09/2025 - 07/31/2026	
Commercial Food Purchasing (Through awarded distributor. Example: Labatt)	Option Total: \$0.00
<hr/>	
Commodity Processing (Must participate in the USDA/TDA commodity processing program)	Option Total: \$0.00
<hr/>	
Full-Service Delivery (Milk, Bread, Novelties, etc. shipped direct to CE. Example: Gandy's)	
Select the Full-Service Delivery Services you will be Utilizing:	
Fresh Meat	
Quintero's Meat Co.	
304	Option Total: \$0.00

Designee (click here to enter designee information)

Child Nutrition Director or Cafeteria Manager authorized to coordinate all Cooperative activities with WTFSC/ESC 17 staff

Designee Name: Norma Aguirre
Designee Title: Food Service Director
Designee Email: aguirren@tisd.us
ESC Region #: NaN

Option Total: \$0.00

Tornillo ISD desires to participate in Region 17 Education Service Center's Contract.

Name of Contact Person: Rosy Vega-Barrio , Phone Number 915-765-0000

Rosy Vega-Barrio
Signature of Superintendent

11/13/2024
Date

Kyle Wargo
Signature of Executive Director

11/13/2024
Date

