



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

**Meeting Date:** Wednesday, March 26, 2025

**Meeting Type:** Regular

**Meeting Time:** 5:30 PM

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

### Disclaimer

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

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

**All voting will be done in open session.**

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

1. **(OTHER) First Order of Business**  
Ms. Marlene Bullard, Board President
  - A. Establish a quorum and call the meeting to order
  - B. Pledge of Allegiance to the United States
  - C. District Mission and Vision
2. **(OTHER) Superintendent's Report**  
Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
  - A. Employee Recognition - Dr. Contreras  
Mr. Alejandro Olvera, THS Principal
4. **(OTHER) Open Forum**  
Ms. Marlene Bullard, Board President
5. **Lone Star Governance**
  - A. **Student Outcome Monitoring:**
    1. Goal 3: Early College High School 3  
Mrs. Elizabeth Otero, THS Assistant Principal
    2. GPM 3.2 - Senior Update 11  
Mr. Alejandro Olvera, THS Principal
  - B. (Accountability 1) Review Board's Time Use Tracker 17  
Ms. Marlene Bullard, Board President
6. **(ADVOCACY) Community Engagement on Student Outcome Goals**  
Ms. Marlene Bullard, Board President
7. **(VISION Y) Information / Reports / Presentations**
  - A. Financial Reports-Information Only  
Mr. Luis M. Guerra, Director of Finance
  - B. Special Education Quarterly Report

- Ms. Marisela Ramos, District Diagnostician/SPED/504 Coordinator
8. **(VISION Y) Board Items**
    - A. Discussion and Possible Action on Board Conference Attendance for the 2025-2026 Fiscal Year 51  
Ms. Marlene Bullard, Board President
    - B. Consider Approval of 2025-2026 Certification of Provision of Instructional Materials 54  
Mr. Luis Garcia, District Data Fellow
  9. **(STRUCTURE) Consent Agenda**  
(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
    - A. Consider Approval of Minutes from Previous Meetings:
      1. Regular Board Meeting Minutes - February 26, 2025 81
    - B. Consider Approval of New Tech Network Grant Agreement 85  
Mr. Alejandro Olvera, THS Principal
    - C. Consider approval of TASB Policy Manual Update 124 (2nd Reading) affecting the following 108  
(LOCAL) Policies:
      1. CAA (LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS
      2. CDA (LOCAL): OTHER REVENUES - INVESTMENTS
      3. CY (LOCAL): INTELLECTUAL PROPERTY
      4. DH (LOCAL): EMPLOYEE STANDARDS OF CONDUCT
      5. EHB (LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS
      6. EHBB (LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
      7. FFC(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
      8. GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES
 Mrs. Rosa Vega-Barrio, Superintendent
    - D. Consider Approval of Contracts for the 2025-2026 School Year 171  
Ms. Lizeth Carroll, HR / Compliance Director
  10. **Next Meeting Tentative Date:** April 30, 2025

### Adjournment of the Meeting



Rosa Vega-Barrio  
Superintendent of Schools

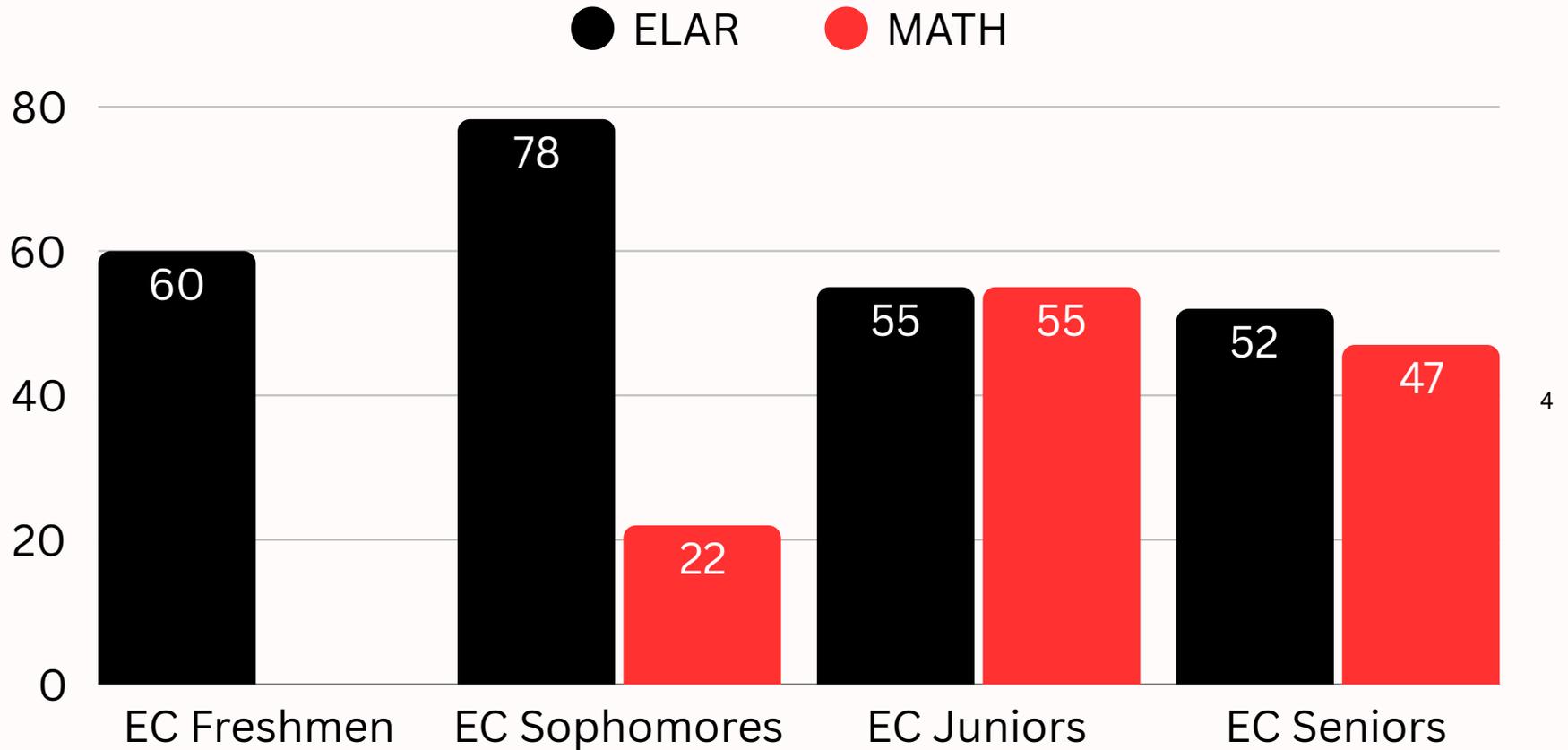
# TORNILLO EARLY COLLEGE HS UPDATE

**DECEMBER GRADUATION  
8 OF 19 STUDENTS  
GRADUATED WITH THEIR  
ASSOCIATES**

**8 OF 8 STUDENTS  
ELIGIBLE FOR GREATER  
TEXAS FOUNDATION  
SCHOLARSHIP (GTF)  
FROM UTEP**



# TORNILLO EARLY COLLEGE HS TSIA RESULTS (%)



Results are presented as a percentage of total early college students in each cohort

Results are as of January 2025

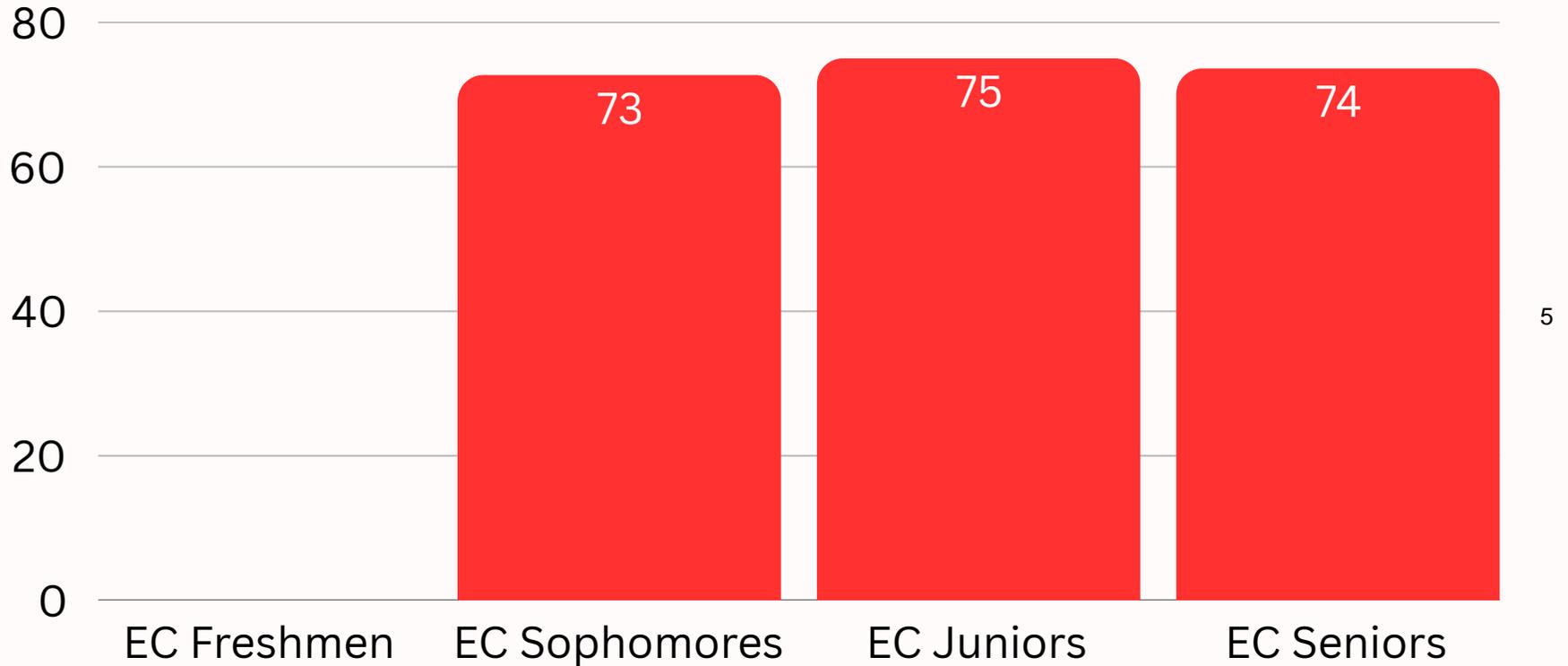
9th grade - 12/20 students

10th grade - 17/22, 5/22

11th grade - 11/20, 11/20

12th grade - 10/19, 9/19

# TORNILLO EARLY COLLEGE HS ON TRACK FOR GRADUATION (%)



Results from 2024 EC 63%

9th grade - NA/20

10th grade - 16/22

11th grade - 15/20

12th grade - 14/19

# TORNILLO EARLY COLLEGE HS - BLUEPRINT



## Planning Year

- Engage in 12-18 months of ECHS planning.
- Recruit the first 9<sup>th</sup> grade ECHS cohort.

Year 0



## Provisional

- Grow cohorts, improve programming, and build strong partnerships.
- Implement all benchmark design elements.
- Receive OBM data for informational purposes only.

Years 1-5



## Apply for Designation

Year 5

### Designated (Year 6)

Campuses that meet access, achievement, and attainment Designated OBMs and implement all design elements receive Designated status.

### Needs Improvement (Year 6)

Campuses that do not meet access, achievement, and attainment Designated OBMs are considered Needs Improvement.



Year 7+

**Designated**  
Meet Designated OBMs and implement all design elements.

Campuses must continue to meet Designated OBMs yearly to maintain Designated status.



Year 7+

**Designated with Distinctions**  
A campus is eligible for Designated with Distinction status if the campus is Designated and meets Distinction OBMs.



Years 6-8

Receive targeted technical assistance to improve OBMs. Campuses may receive Designated status if OBMs are met prior to Year 9.



Year 9

Receive Designated status if Designated OBMs met.

Removed from network if Designated OBMs not met.

## Planning Year

2019-2020

## Provisional (Years 1-5):

2020-2021

2021-2022

2022-2023

2023-2024

(first graduating cohort)

2024-2025

## Apply for Designation (Year 5):

2025-2026

(application submitted)

# TORNILLO EARLY COLLEGE HS DESIGNATION PROCESS

## Early College High School Designation Process

*The TEA designed a designation process for ECHS under the authority of Texas Education Code (TEC) §29.908(b) (2019) and Title 19 Texas Administrative Code (TAC) §102.1091 (effective 2007).*



Designation is the process by which the TEA determines whether a school can fully implement the design elements of each benchmark and meet the OBMs.



Designation, through the Program Application Cycle (PAC), is an annual requirement for ECHS programs.

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## Designation Expectations

*A Designated Early College High School (ECHS) must satisfy Access, Achievement and Attainment criteria annually.*

- **Access:** Must meet targets on “At-Risk Students” and “Economically Disadvantaged Students” data indicators
- **Achievement:** Must meet targets on at least three achievement designated data indicators
- **Attainment:** Must meet targets on at least three attainment designated data indicators

## ***OBM Report 2023-2024***

# TORNILLO EARLY COLLEGE HS

## DESIGNATION EXPECTATIONS: ACCESS

### Access Outcomes-Based Measures

Student representation in the ECHS program.

	Requirements	
	Designated	Designated with Distinction
Data Indicators	Must meet targets on “At-Risk Students” <b>and</b> “Economically Disadvantaged Students” designated data indicators	Must meet all designated access data indicators <b>and two</b> access distinction data indicators
At-Risk Students	No more than 25% under district (grades 9-12)	No more than 20% under district (grades 9-12)
Economically Disadvantaged Students	No more than 10% under district (grades 9-12)	No more than 5% under district (grades 9-12)
Emergent Bilingual Students	Not considered for designation	No more than 10% under district
Students with Disabilities	Not considered for designation	No more than 10% under district

**• ACCESS: MUST MEET TARGETS ON “AT-RISK STUDENTS” AND “ECONOMICALLY DISADVANTAGED STUDENTS” DATA INDICATORS**

# TORNILLO EARLY COLLEGE HS

## DESIGNATION EXPECTATIONS: ACHIEVEMENT

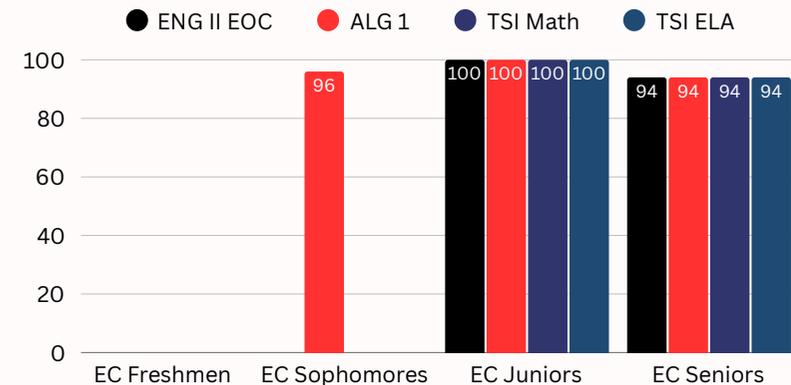
### Achievement Outcomes-Based Measures

Student achievement through high school-based opportunities.

Data Indicators	Requirements	
	Designated	Designated with Distinction
	Must meet targets on at least <b>three</b> achievement designated data indicators	Must meet targets on at least <b>three</b> achievement distinction data indicators
Algebra I EOC Assessment	70% of students achieve "Approaches Grade Level Performance" or higher by the end of 9th grade	80% of students achieve "Approaches Grade Level Performance" or higher by the end of 9th grade
English II EOC Assessment	70% of students achieve "Approaches Grade Level Performance" or higher by the end of 11th grade	80% of students achieve "Approaches Grade Level Performance" or higher by the end of 11th grade
TSIA and STAAR EOC Criteria in Mathematics	60% of students meet TSIA score or STAAR EOC criteria in mathematics by the end of 11 <sup>th</sup> grade	70% of students meet TSIA score or STAAR EOC criteria in mathematics by the end of 11 <sup>th</sup> grade
TSIA and STAAR EOC Criteria in ELA/Reading	70% of students meet TSIA score or STAAR EOC criteria in ELA/Reading by the end of 11 <sup>th</sup> grade	80% of students meet TSIA score or STAAR EOC criteria in ELA/Reading by the end of 11 <sup>th</sup> grade
High School Graduation Rate	Campus is within 5% of statewide 4-year graduation rate	Campus exceeds the statewide 4-year graduation rate
College Readiness in Mathematics and ELA/Reading	40% of students meet TSIA criteria in mathematics and ELA/Reading (CCMR definition) by graduation	50% of students meet TSIA criteria in mathematics and ELA/Reading (CCMR definition) by graduation

• **ACHIEVEMENT: MUST MEET TARGETS ON AT LEAST THREE ACHIEVEMENT DESIGNATED DATA INDICATORS**

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# TORNILLO EARLY COLLEGE HS

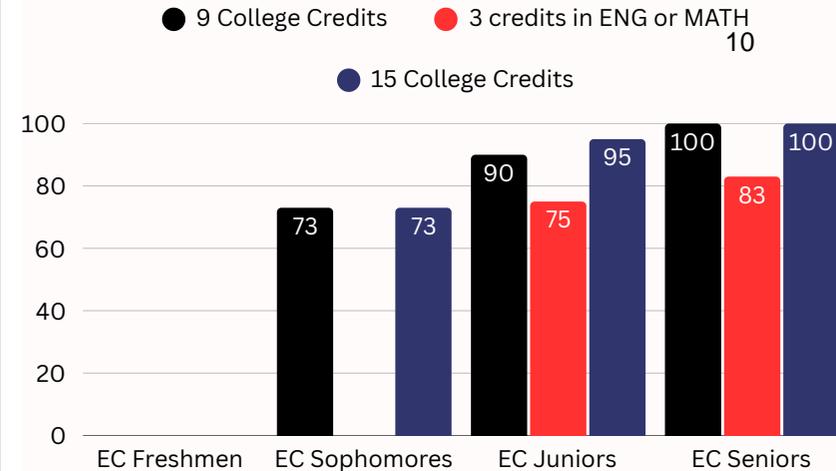
## DESIGNATION EXPECTATIONS: ATTAINMENT

### Attainment Outcomes-Based Measures

Student attainment of postsecondary opportunities such as Dual Credit, up to 60 college credit hours, or an Associate Degree.

Data Indicators	Requirements	
	Designated ECHS	Designated with Distinction
	<i>Must meet targets on at least <b>three</b> attainment designation data indicators</i>	<i>Must meet targets on at least <b>three</b> attainment distinction data indicators</i>
Earn 9 College Credit Hours	30% of students earn 9 college credit hours (any) by the end of 10 <sup>th</sup> grade	40% of students earn 9 college credit hours (any) by the end of 10 <sup>th</sup> grade
Earn at least 3 College Credit Hours in ELA or Mathematics	40% of students earn an ENGL or MATH college credit by the end of 11 <sup>th</sup> grade	50% of students earn an ENGL or MATH college credit by the end of 11 <sup>th</sup> grade
Earn 15 College Credit Hours	50% of students earn 15 college credit hours (any) by graduation	60% of students earn 15 college credit hours (any) by graduation
Core Completion	50% of students achieve core completion by graduation	60% of students achieve core completion by graduation
Earn an Associate Degree	50% of students earn an associate degree by graduation	60% of students earn an associate degree by graduation
Persistence	75% of students enrolled remain in the ECHS program through graduation	85% of students enrolled remain in the ECHS program through graduation

## ATTAINMENT: MUST MEET TARGETS ON **AT LEAST THREE ATTAINMENT DESIGNATED DATA INDICATORS**





**TORNILLO  
HIGH SCHOOL**

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**SENIOR UPDATE/CERTIFICATIONS**

# MILITARY

<b>ASVAB</b>	<b>64 tested</b>
<b>Enlisted</b>	<b>2</b>

# AT-RISK (18)

<b>IGC</b>	<b>7</b>
<b>Coyote Academy</b>	<b>3</b>
<b>Students on CR courses</b>	<b>18</b>
<b>Students in LOC</b>	<b>35</b>
<b>Court ordered GED</b>	<b>2</b>
<b>5-year seniors</b>	<b>2</b>

# CERTIFICATIONS

<b>Law/Security II</b>	<b>18</b>
<b>Welding (WT)</b>	<b>9</b>
<b>Teaching &amp; Learning (Aide I)</b>	<b>12</b>
<b>Diesel (WT)</b>	<b>4</b>
<b>HVAC (WT)</b>	<b>2</b>
<b>MS</b>	<b>7</b>
<b>ECHS (Associates)</b>	<b>8/17</b>

Western Technical (WT)

\*\*Computer Science is in year 1

\*\*Medical is at year 1 (program re-started)

# COLLEGE UPDATE

<b>Completed FAFSA Applications</b>	<b>64/71</b>
<b>Awarded</b>	<b>29/64</b>
<b>Scholarships</b>	<b>5</b>
<b>Admitted to 4 year college</b>	<b>29</b>
<b>Currently attending UTEP</b>	<b>8</b>



Starting strong is good. Finishing  
strong is epic.

- Robin Sharma

# TIME USE TRACKER

Date: 02/26/2025

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	45	← 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 →	69
Progress & Accountability	1	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	17
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 →	9
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	17
Other		Any time spent on an activity that does not meet the conditions listed above →	1
<b>TOTALS</b>	<b>47</b>		<b>81</b>

Use For Student Outcome Minutes Percentage Calculation:

47

÷

128

× 100 =

37

% Student Outcome Minutes



## **FINANCIAL REPORTS**

**FOR THE MONTH ENDING FEBRUARY, 2025**

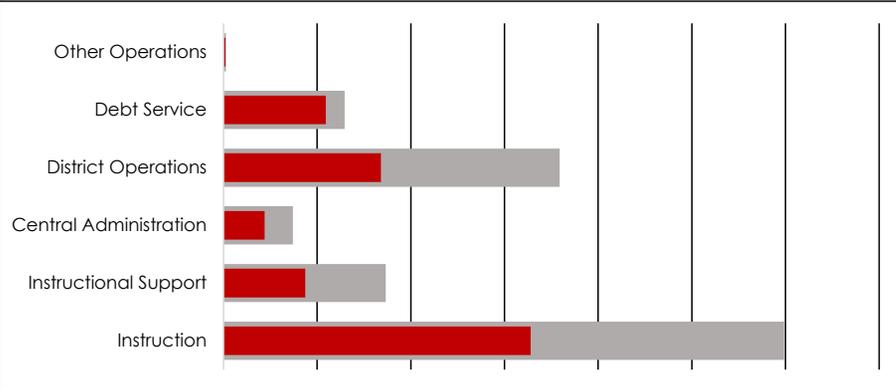
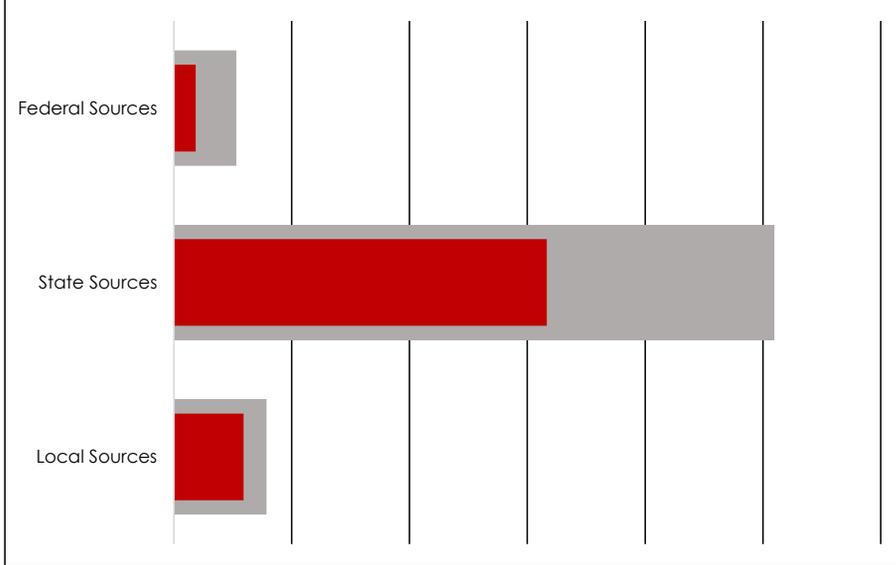
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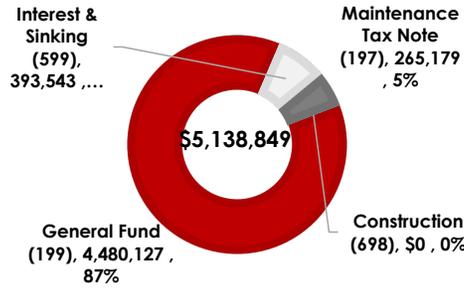
**TORNILLO INDEPENDENT SCHOOL DISTRICT  
BOARD FINANCIAL REPORT SUMMARY  
As of February 28, 2025**

**Board Adopted Revenue and Expenditures**

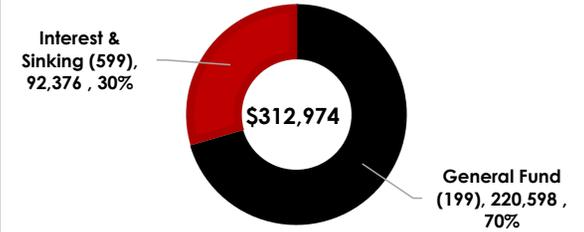


**Banking and Investment Pools**

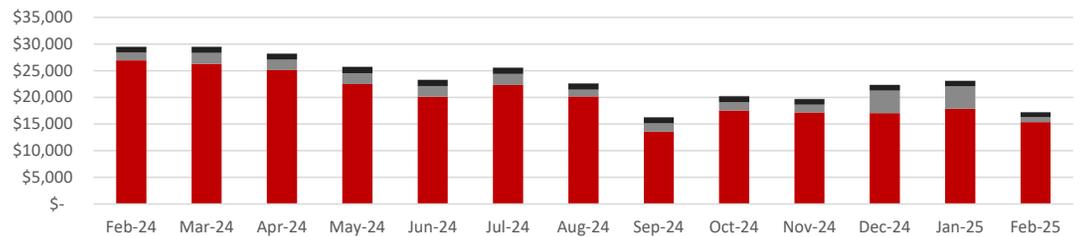
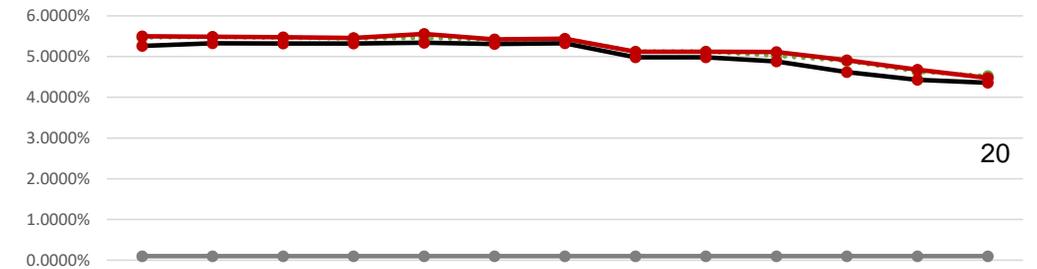
**LONE STAR INVESTMENTS**



**WESTSTAR BANK**

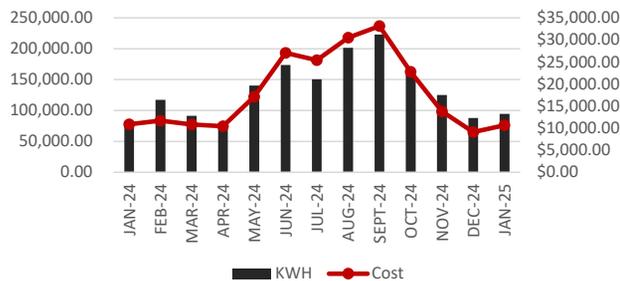


**Investment Rate and Interest Revenue Trends**

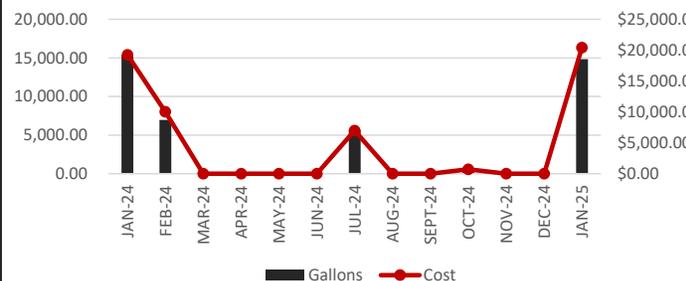


**Utilities**

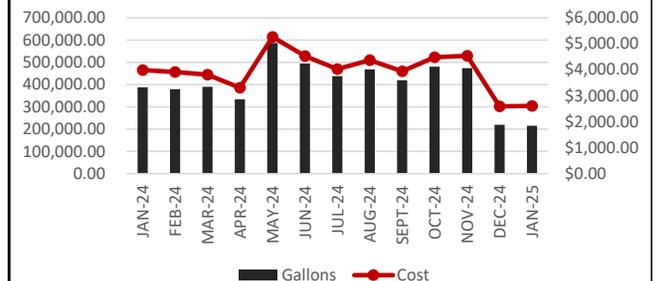
**ELECTRICITY**



**PROPANE**



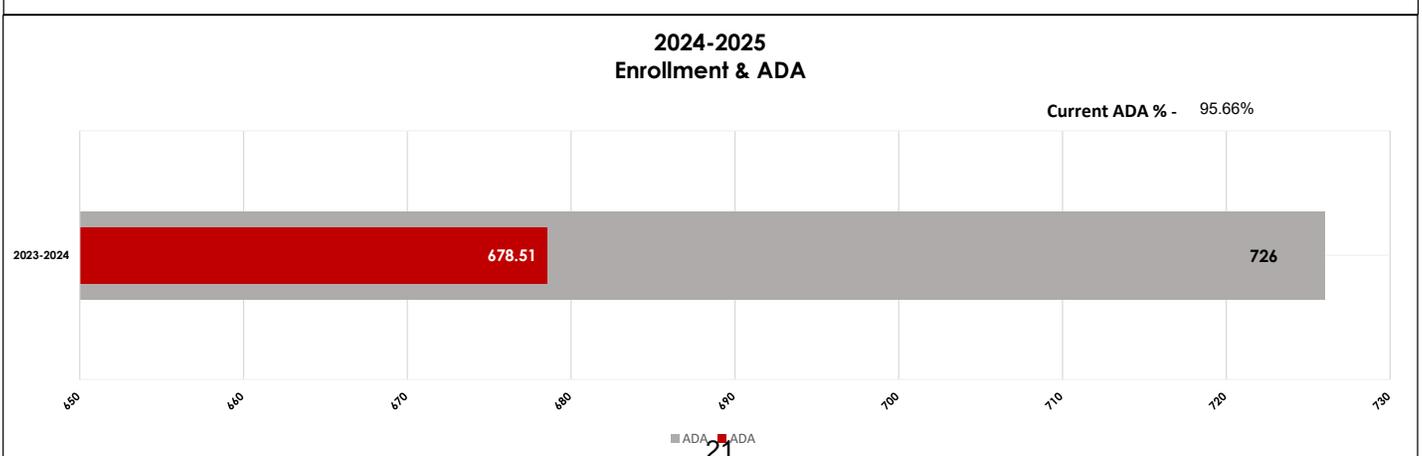
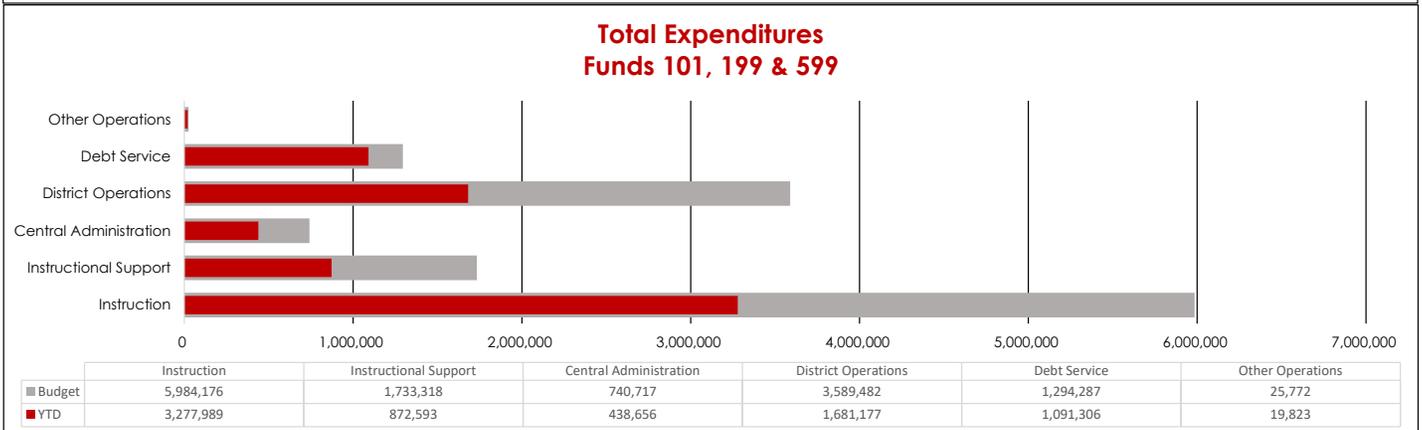
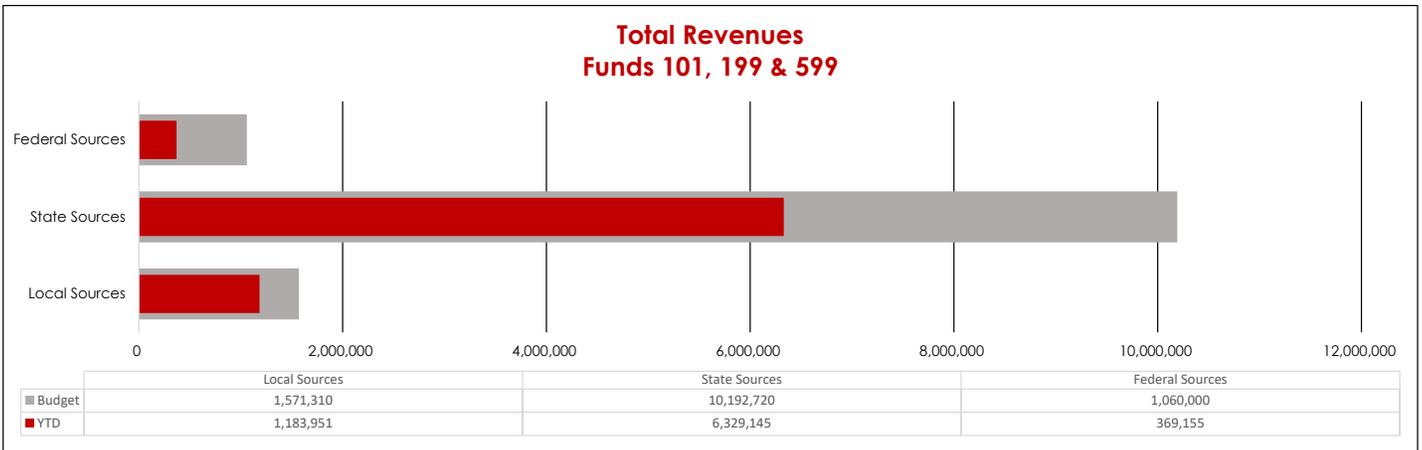
**WATER**



# TORNILLO INDEPENDENT SCHOOL DISTRICT

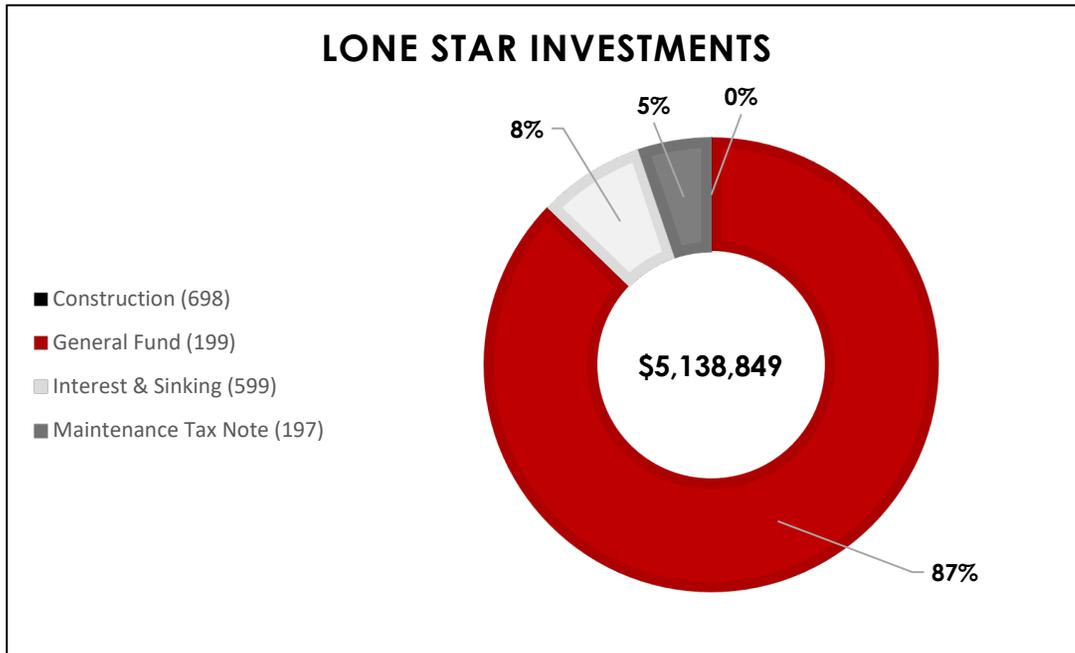
## Revenues & Expenditures As of February 28, 2025

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	53,221	9,780	999,200	719,778	279,422	509,110	410,953	98,157	1,571,310	1,183,951	387,359
State Sources	3,000	0	3,000	9,420,968	5,571,030	3,849,938	768,752	758,115	10,637	10,192,720	6,329,145	3,863,575
Federal Sources	780,000	342,599	437,401	280,000	26,556	253,444	0	0	0	1,060,000	369,155	690,845
<b>Total Revenue:</b>	<b>846,000</b>	<b>395,819</b>	<b>450,181</b>	<b>10,700,168</b>	<b>6,317,363</b>	<b>4,382,805</b>	<b>1,277,862</b>	<b>1,169,068</b>	<b>108,794</b>	<b>12,824,030</b>	<b>7,882,250</b>	<b>4,941,780</b>
<b>EXPENSES</b>												
Instruction	0	0	0	5,984,176	3,277,989	2,706,187	0	0	0	5,984,176	3,277,989	2,706,187
Instructional Support	0	0	0	1,733,318	872,593	860,725	0	0	0	1,733,318	872,593	860,725
Central Administration	0	0	0	740,717	438,656	302,062	0	0	0	740,717	438,656	302,062
District Operations	846,000	517,727	328,273	2,743,482	1,163,450	1,580,032	0	0	0	3,589,482	1,681,177	1,908,305
Debt Service	0	0	0	3,000	0	3,000	1,291,287	1,091,306	199,981	1,294,287	1,091,306	202,981
Other Operations	0	0	0	25,772	19,823	5,949	0	0	0	25,772	19,823	5,949
<b>Total Expenses:</b>	<b>846,000</b>	<b>517,727</b>	<b>328,273</b>	<b>11,230,465</b>	<b>5,772,511</b>	<b>5,457,954</b>	<b>1,291,287</b>	<b>1,091,306</b>	<b>199,981</b>	<b>13,367,752</b>	<b>7,381,543</b>	<b>5,986,209</b>

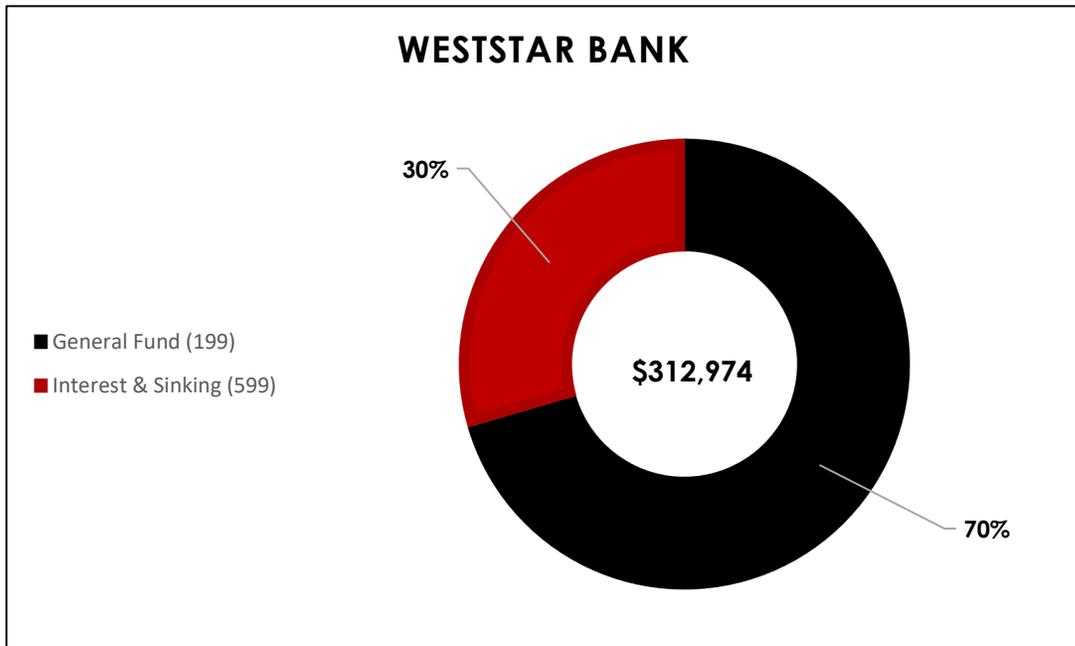


# TORNILLO INDEPENDENT SCHOOL DISTRICT

As of February 28, 2025



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	4,793,246	4,480,127	(313,119)
Interest & Sinking (599)	42,583	393,543	350,960
Maintenance Tax Note (197)	264,272	265,179	907
<b>Lone Star Investment Pool</b>	<b>\$4,392,074</b>	<b>\$5,138,849</b>	<b>\$746,776</b>



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	420,127	220,598	(199,529)
Interest & Sinking (599)	336,170	92,376	(243,794)
<b>WestStar Bank</b>	<b>\$756,297</b>	<b>\$312,974</b>	<b>(\$443,323)</b>

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## GENERAL FUND - CASH FLOW

As of February 28, 2025

Beginning Balance \$ 420,127

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01										\$ 420,127
02			27							\$ 420,154
03		15,082						(109,972)		\$ 325,264
04	61,136							(2,828)		\$ 383,571
05						(99,419)		(5,396)		\$ 278,756
06		825						(7,045)		\$ 272,536
07	37,964							(25,431)		\$ 285,069
08										\$ 285,069
09										\$ 285,069
10	20,692			350,000			(264,627)	(3,982)		\$ 387,152
11								(1,829)		\$ 385,323
12	7,261					(44,349)		(185,689)		\$ 162,546
13	1,298							(35,634)		\$ 128,210
14		1,471			(31,325)		(512)	(5,647)	(640)	\$ 91,557
15										\$ 91,557
16										\$ 91,557
17										\$ 91,557
18	18,254			200,000				(32,258)		\$ 277,554
19								(12,453)		\$ 265,101
20		282						(1,096)		\$ 264,287
21		4,516		350,000			(265,725)	(47,581)		\$ 305,497
22										\$ 305,497
23										\$ 305,497
24								(7,029)		\$ 298,468
25	4,083							(5,033)		\$ 297,518
26								(9,893)		\$ 287,625
27								(20,128)		\$ 267,497
28		474			(31,558)		(914)	(14,894)		\$ 220,606
										\$ 220,606
										\$ 220,606
										Ending Balance \$ 220,606

# Tornillo Independent School District

## Monthly Summary of Investments As of February 28, 2025

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		2/1/2025				2/28/2025	
199-1110	General Operating	\$ 420,126.60	1,073,337.23	1,272,885.21	19.39	\$ 220,598.01	0.10%
197-1107	Maintenance Tax Note	\$ 264,271.82	0.00	0.00	907.22	\$ 265,179.04	4.4752%
199-1107	Lone Star Inv. Pool#1	\$ 4,793,246.30	571,536.04	900,000.00	15,344.93	\$ 4,480,127.27	4.4752%
599-1110	Interest and Sinking	\$ 336,170.14	106,193.84	350,000.00	12.24	\$ 92,376.22	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 42,583.25	350,000.00	0.00	959.82	\$ 393,543.07	4.4752%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 1.95	0.00	0.00	0.01	\$ 1.96	4.3573%

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**Statement of Compliance:**

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

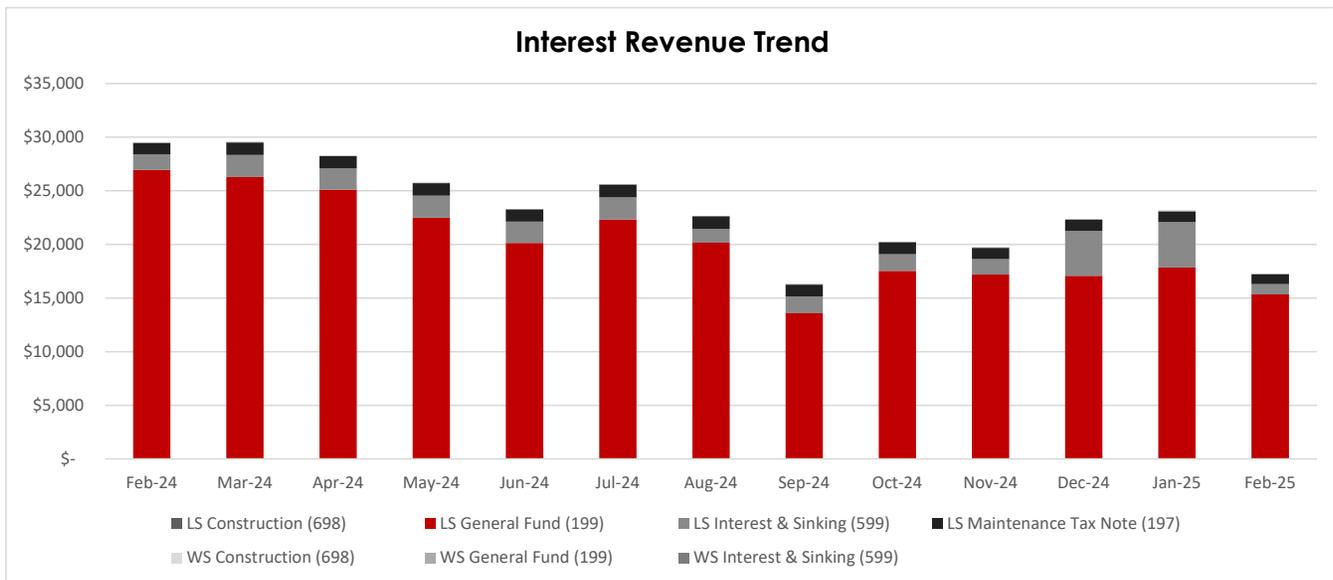
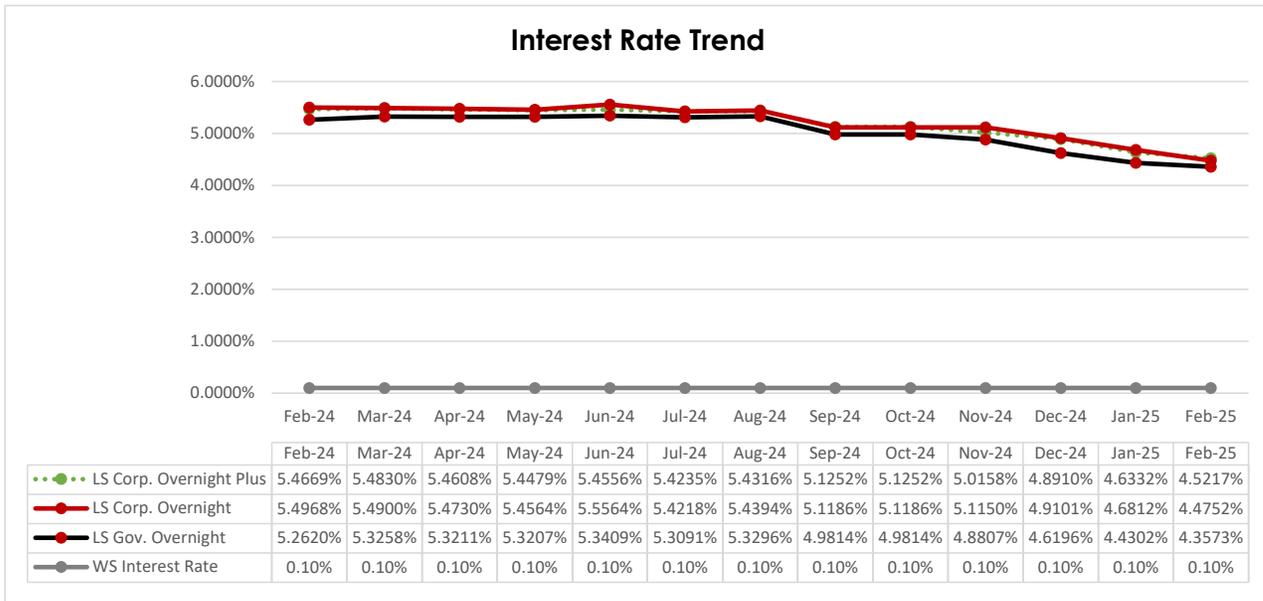
*Luis Guerra*

Luis Guerra, Director of Finance



# TORNILLO INDEPENDENT SCHOOL DISTRICT

## INTEREST RATE TRENDS



Participant #: 71908

**Lone Star™ February 2025**  
Investment Pool **Monthly Statement**

Statement Period: 02/01/2025 to 02/28/2025

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	4,480,127.27	1.00	4,480,127.27	87.18%
<b>Totals:</b>				<b>4,480,127.27</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	393,543.07	1.00	393,543.07	7.66%
	Government Overnight Fund	1.96	1.00	1.96	0.00%
<b>Totals:</b>				<b>393,545.03</b>	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	265,179.04	1.00	265,179.04	5.16%
<b>Totals:</b>				<b>265,179.04</b>	

**Totals**

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	4.48 %	5,138,849.38	1.00	5,138,849.38	100.00 %
Government Overnight Fund	0.00 %	1.96	1.00	1.96	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
<b>Total Value:</b>				<b>5,138,851.34</b>	<b>100.00 %</b>

**Portfolio Transactions**

**General Fund - Corporate Overnight Fund**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
02/01/2025	Starting Balance	4,793,246.30			4,793,246.30
02/05/2025	Deposit	4,794,795.30	1,549.00	1.00	1,549.00
02/10/2025	Transfer Out	4,444,795.30	-350,000.00	1.00	-350,000.00
02/18/2025	Withdrawal	4,244,795.30	-200,000.00	1.00	-200,000.00
02/21/2025	Deposit	4,312,544.34	67,749.04	1.00	67,749.04
02/21/2025	Withdrawal	3,962,544.34	-350,000.00	1.00	-350,000.00
02/24/2025	Deposit	3,964,504.34	1,960.00	1.00	1,960.00

**General Fund - Corporate Overnight Fund (Continued)**

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
02/25/2025	Deposit	4,464,782.34	500,278.00	1.00	500,278.00
02/28/2025	Interest	4,480,127.27	15,344.93	1.00	15,344.93
02/28/2025	Ending Balance	4,480,127.27			4,480,127.27

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

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
02/01/2025	Starting Balance	42,583.25			42,583.25
02/10/2025	Transfer In	392,583.25	350,000.00	1.00	350,000.00
02/28/2025	Interest	393,543.07	959.82	1.00	959.82
02/28/2025	Ending Balance	393,543.07			393,543.07

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

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
02/01/2025	Starting Balance	1.95			1.95
02/28/2025	Interest	1.96	0.01	1.00	0.01
02/28/2025	Ending Balance	1.96			1.96

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

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
02/01/2025	Starting Balance	264,271.82			264,271.82
02/28/2025	Interest	265,179.04	907.22	1.00	907.22
02/28/2025	Ending Balance	265,179.04			265,179.04

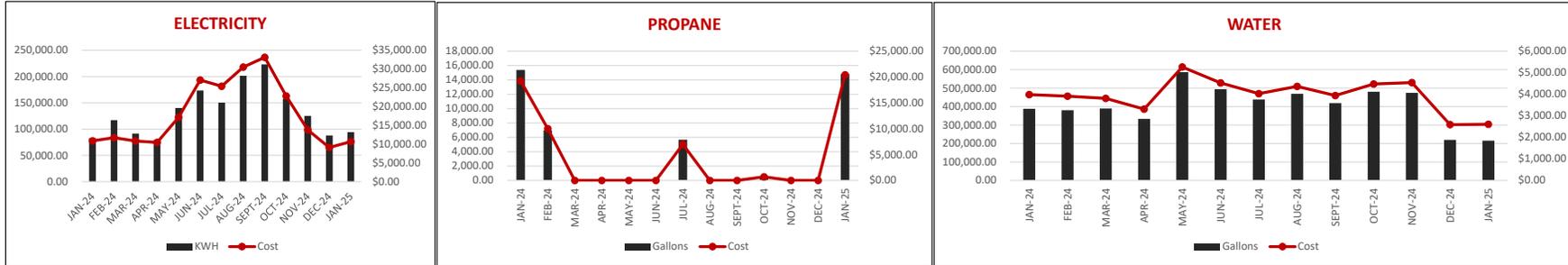
**Important Information about this statement**

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

# TORNILLO INDEPENDENT SCHOOL DISTRICT

## UTILITY USAGE AND COST

### Rolling 13 Month Comparison



Utility	JAN-24	FEB-24	MAR-24	APR-24	MAY-24	JUN-24	JUL-24	AUG-24	SEPT-24	OCT-24	NOV-24	DEC-24	JAN-25	Totals
<b>Electricity:</b>														
KWH	82,748.00	117,117.00	91,385.00	79,055.00	140,270.00	173,489.00	150,415.00	201,367.00	223,192.00	157,869.00	125,203.00	87,780.00	94,328.00	1,724,218.00
Cost	\$10,862.11	\$11,716.30	\$10,823.22	\$10,443.84	\$17,151.26	\$27,051.92	\$25,431.21	\$30,517.50	\$33,124.75	\$22,798.67	\$13,771.58	\$9,105.56	\$10,645.16	\$233,443.08
Unit Cost	\$0.13	\$0.10	\$0.12	\$0.13	\$0.12	\$0.16	\$0.17	\$0.15	\$0.15	\$0.14	\$0.11	\$0.10	\$0.11	\$0.14
<b>Propane :</b>														
Gallons	15,387.57	6,968.50	0.00	0.00	0.00	0.00	5,673.69	0.00	0.00	555.20	0.00	0.00	14,823.40	43,408.36
Cost	\$19,240.28	\$10,021.88	\$0.00	\$0.00	\$0.00	\$0.00	\$6,998.37	\$0.00	\$0.00	\$714.34	\$0.00	\$0.00	\$20,437.36	\$57,412.23
Unit cost	\$1.25	\$1.44	\$0.00	\$0.00	\$0.00	\$0.00	\$1.23	\$0.00	\$0.00	\$1.29	\$0.00	\$0.00	\$1.38	\$1.32
<b>Water:</b>														
Gallons	387,910.00	380,030.00	390,280.00	333,560.00	586,840.00	494,260.00	438,500.00	469,000.00	419,330.00	480,700.00	474,160.00	219,570.00	215,230.00	5,289,370.00
Cost	\$3,990.14	\$3,913.99	\$3,811.35	\$3,313.08	\$5,265.73	\$4,526.48	\$4,031.19	\$4,369.91	\$3,943.15	\$4,480.33	\$4,541.71	\$2,590.99	\$2,606.42	\$51,384.47
Unit cost	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

# Tornillo Independent School District

## El Paso Electric Transformer Upgrades

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

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

# TORNILLO INDEPENDENT SCHOOL DISTRICT

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## \$25K AND ABOVE PAYMENTS

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

<b>Check #</b>	<b>Amount</b>	<b>Vendor</b>	<b>Comments</b>
162152	\$30,957.49	First Financial Group of America	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: 02-01-2025 to 02-28-2025

# Check Register

Date: 03-03-2025  
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**VendorID : WestStar Bank - 100003379**

778	02/18/2025	501065	Jacqueline Bouche	Issued	\$139.32	Employee Reimbursement Direct Deposit
779	02/18/2025	501203	Sandra Cruz	Issued	\$204.00	Employee Reimbursement Direct Deposit
780	02/18/2025	501012	Rene Estrada	Issued	\$204.00	Employee Reimbursement Direct Deposit
781	02/18/2025	500033	Roberto Garcia	Issued	\$93.00	Employee Reimbursement Direct Deposit
782	02/18/2025	501222	Ruth Gonzalez	Issued	\$204.00	Employee Reimbursement Direct Deposit
783	02/18/2025	501157	Luis Guerra	Issued	\$204.00	Employee Reimbursement Direct Deposit
784	02/18/2025	501350	Ana Horta Cortez	Issued	\$204.00	Employee Reimbursement Direct Deposit
785	02/18/2025	501199	Nayeli Mancinas De Galarza	Issued	\$204.00	Employee Reimbursement Direct Deposit
786	02/28/2025	501232	Raymond Bonilla	Issued	\$204.00	Employee Reimbursement Direct Deposit
787	02/28/2025	501157	Luis Guerra	Issued	\$36.68	Employee Reimbursement Direct Deposit
788	02/28/2025	501350	Ana Horta Cortez	Issued	\$35.00	Employee Reimbursement Direct Deposit
162017	02/04/2025	20642	Faben's Quick Lube	Issued	\$113.00	Paper Check
162018	02/06/2025	10657	Segovia'S Distributing, Inc.	Issued	\$933.46	Paper Check
162019	02/07/2025	20562	Stout Hardwood Floor Company Inc	Issued	\$3,360.00	Paper Check
162020	02/07/2025	10013	Texas Department of Public Safety	Issued	\$6.00	Paper Check
162021	02/07/2025	10138	El Paso Disposal, LP	Issued	\$2,164.72	Paper Check
162022	02/07/2025	10150	El Paso Softball Umpires Association	Issued	\$1,770.00	Paper Check
162023	02/07/2025	10171	El Paso Community College	Issued	\$3,640.51	Paper Check
162024	02/07/2025	10190	Fabens Oil Co.	Issued	\$1,551.98	Paper Check
162025	02/07/2025	10361	Home Depot Credit Services	Issued	\$148.35	Paper Check
162026	02/07/2025	10543	Labatt Food Service	Issued	\$11,665.95	Paper Check
162027	02/07/2025	10601	Office Depot	Issued	\$1,018.37	Paper Check
162028	02/07/2025	10657	Segovia'S Distributing, Inc.	Issued	\$1,705.25	Paper Check
162029	02/07/2025	10864	Walmart Community/Capital One	Issued	\$49.13	Paper Check

Account#: 100003379  
Date Range: 02-01-2025 to 02-28-2025

# Check Register

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162030	02/07/2025	20022	Citibank	Issued	\$77.50	Paper Check
162031	02/07/2025	20022	Citibank	Issued	\$95.23	Paper Check
162032	02/07/2025	20022	Citibank	Issued	\$300.28	Paper Check
162033	02/07/2025	20038	wholesale Lumber	Issued	\$10.58	Paper Check
162034	02/07/2025	20169	El Paso County Water Improvement	Issued	\$2,606.42	Paper Check
162035	02/07/2025	20215	Spectrum Paper Co, Inc.	Issued	\$968.15	Paper Check
162036	02/07/2025	20255	Mentru Enterprises	Issued	\$337.50	Paper Check
162037	02/07/2025	20297	The Sherwin Williams Company	Issued	\$595.99	Paper Check
162038	02/07/2025	20642	Faben's Quick Lube	Issued	\$81.00	Paper Check
162039	02/07/2025	20662	Citibank	Issued	\$260.36	Paper Check
162040	02/07/2025	20662	Citibank	Issued	\$42.90	Paper Check
162041	02/07/2025	20662	Citibank	Issued	\$40.44	Paper Check
162042	02/07/2025	20876	GH Dairy El Paso	Issued	\$919.42	Paper Check
162043	02/07/2025	20882	IXL Learning, Inc.	Issued	\$380.00	Paper Check
162044	02/07/2025	20928	Calian Corp	Issued	\$1,000.00	Paper Check
162045	02/07/2025	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check
162046	02/07/2025	21033	Carnegie Learning Inc.	Issued	\$16,750.00	Paper Check
162047	02/07/2025	21109	Mark Porras	Issued	\$440.00	Paper Check
162048	02/07/2025	10134	El Paso County	Issued	\$13,583.31	Paper Check
162049	02/07/2025	20022	Citibank	Issued	\$545.92	Paper Check
162050	02/07/2025	20022	Citibank	Issued	\$361.45	Paper Check
162051	02/07/2025	20038	wholesale Lumber	Issued	\$62.95	Paper Check
162052	02/07/2025	501227	Elvira Garcia	Issued	\$1,868.00	Paper Check
162053	02/07/2025	500069	Elvia Hernandez	Issued	\$100.00	Paper Check
162054	02/07/2025	501264	Josue Reyes Herrera	Issued	\$424.00	Paper Check
162055	02/12/2025	10050	Barnes & Noble	Issued	\$95.80	Paper Check

Account#: 100003379  
Date Range: 02-01-2025 to 02-28-2025

# Check Register

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162056	02/12/2025	10268	Gibson,Ruddock,Patterson, Llc.	Issued	\$22,900.00	Paper Check
162057	02/12/2025	10543	Labatt Food Service	Issued	\$5,415.58	Paper Check
162058	02/12/2025	10601	Office Depot	Issued	\$1,060.23	Paper Check
162059	02/12/2025	10867	West Texas County Courier	Issued	\$1,360.00	Paper Check
162060	02/12/2025	20022	Citibank	Issued	\$1,054.18	Paper Check
162061	02/12/2025	20022	Citibank	Issued	\$222.12	Paper Check
162062	02/12/2025	20022	Citibank	Issued	\$27.85	Paper Check
162063	02/12/2025	20022	Citibank	Issued	\$303.25	Paper Check
162064	02/12/2025	20022	Citibank	Issued	\$66.01	Paper Check
162065	02/12/2025	20022	Citibank	Issued	\$171.92	Paper Check
162066	02/12/2025	20022	Citibank	Issued	\$69.99	Paper Check
162067	02/12/2025	20022	Citibank	Issued	\$189.00	Paper Check
162068	02/12/2025	20022	Citibank	Issued	\$360.80	Paper Check
162069	02/12/2025	20309	Ewing Irrigation Products, Inc.	Issued	\$842.65	Paper Check
162070	02/12/2025	20488	Joe Morales	Issued	\$840.00	Paper Check
162071	02/12/2025	20614	Lowman Consulting LLC	Issued	\$3,700.00	Paper Check
162072	02/12/2025	20709	xSPEDite School Services	Issued	\$385.00	Paper Check
162073	02/12/2025	20882	IXL Learning, Inc.	Issued	\$716.00	Paper Check
162074	02/12/2025	21133	Elliott Electric Supply, Inc	Issued	\$688.05	Paper Check
162076	02/13/2025	10361	Home Depot Credit Services	Issued	\$1,202.13	Paper Check
162077	02/13/2025	10475	Jose Trinidad Vazquez	Issued	\$10.00	Paper Check
162078	02/13/2025	10808	Tornillo I.S.D. Cafeteria	Issued	\$850.00	Paper Check
162079	02/13/2025	20022	Citibank	Issued	\$601.29	Paper Check
162080	02/13/2025	20022	Citibank	Issued	\$171.92	Paper Check
162081	02/13/2025	20022	Citibank	Issued	\$672.77	Paper Check
162082	02/13/2025	20022	Citibank	Issued	\$672.77	Paper Check

Account#: 100003379  
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# Check Register

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162083	02/13/2025	20022	Citibank	Issued	\$672.77	Paper Check
162084	02/13/2025	20280	Region 6	Issued	\$2,453.00	Paper Check
162085	02/13/2025	20353	Barnes and Noble Book Store	Issued	\$2,506.94	Paper Check
162086	02/13/2025	20498	Texas FBLA	Issued	\$1,357.50	Paper Check
162087	02/13/2025	20662	Citibank	Issued	\$52.17	Paper Check
162088	02/13/2025	21046	EEP-EPS Holdings, LLC	Issued	\$313.84	Paper Check
162089	02/13/2025	21118	Cybersoft Technologies, Inc.	Issued	\$2,265.00	Paper Check
162090	02/14/2025	10361	Home Depot Credit Services	Issued	\$199.00	Paper Check
162091	02/14/2025	10543	Labatt Food Service	Issued	\$110.00	Paper Check
162092	02/14/2025	10657	Segovia'S Distributing, Inc.	Issued	\$772.43	Paper Check
162093	02/14/2025	10864	Walmart Community/Capital One	Issued	\$168.80	Paper Check
162094	02/14/2025	20022	Citibank	Issued	\$30.00	Paper Check
162095	02/14/2025	20022	Citibank	Issued	\$30.00	Paper Check
162096	02/14/2025	20022	Citibank	Issued	\$41.56	Paper Check
162097	02/14/2025	20022	Citibank	Issued	\$189.75	Paper Check
162098	02/14/2025	20022	Citibank	Issued	\$30.00	Paper Check
162099	02/14/2025	20022	Citibank	Issued	\$1,079.84	Paper Check
162100	02/14/2025	20022	Citibank	Issued	\$30.00	Paper Check
162101	02/14/2025	20022	Citibank	Issued	\$286.92	Paper Check
162102	02/14/2025	20022	Citibank	Issued	\$631.21	Paper Check
162103	02/14/2025	20456	Ann Morales	Issued	\$32.50	Paper Check
162104	02/14/2025	20776	Alyssa Frausto	Issued	\$1,000.00	Paper Check
162105	02/14/2025	20876	GH Dairy El Paso	Issued	\$789.98	Paper Check
162106	02/14/2025	21133	Elliott Electric Supply, Inc	Issued	\$374.72	Paper Check
162108	02/20/2025	10027	Amerigas Propane, L.P.	Issued	\$509.82	Paper Check
162109	02/20/2025	10040	Game One	Issued	\$2,888.68	Paper Check

Account#: 100003379  
Date Range: 02-01-2025 to 02-28-2025

# Check Register

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162110	02/20/2025	10361	Home Depot Credit Services	Issued	\$8.80	Paper Check
162111	02/20/2025	10543	Labatt Food Service	Issued	\$3,276.82	Paper Check
162112	02/20/2025	10601	Office Depot	Issued	\$50.89	Paper Check
162113	02/20/2025	10617	Pitneybowes	Issued	\$86.09	Paper Check
162114	02/20/2025	10630	Region 19 Education Service Center	Issued	\$5,725.00	Paper Check
162115	02/20/2025	10657	Segovia'S Distributing, Inc.	Issued	\$987.21	Paper Check
162116	02/20/2025	10817	Trane	Issued	\$513.51	Paper Check
162117	02/20/2025	20022	Citibank	Issued	\$100.00	Paper Check
162118	02/20/2025	20572	Dell Marketing L.P.	Issued	\$7,443.02	Paper Check
162119	02/20/2025	20876	GH Dairy El Paso	Issued	\$300.48	Paper Check
162120	02/20/2025	20890	Summit K12 Holdings, Inc.	Issued	\$11,676.35	Paper Check
162121	02/20/2025	20902	El paso Vacuum	Issued	\$71.70	Paper Check
162122	02/20/2025	21108	Nancy Menjivar	Issued	\$360.00	Paper Check
162123	02/20/2025	500987	Alonso Delgado	Issued	\$243.00	Paper Check
162124	02/21/2025	10139	El Paso Electric Co.	Issued	\$13,399.25	Paper Check
162125	02/21/2025	10190	Fabens Oil Co.	Issued	\$222.38	Paper Check
162126	02/21/2025	10543	Labatt Food Service	Issued	\$214.28	Paper Check
162127	02/21/2025	20022	Citibank	Issued	\$523.22	Paper Check
162128	02/21/2025	20022	Citibank	Issued	\$360.80	Paper Check
162129	02/21/2025	20022	Citibank	Issued	\$226.46	Paper Check
162130	02/21/2025	20559	RGTG, LLC	Issued	\$1,241.85	Paper Check
162131	02/21/2025	21118	Cybersoft Technologies, Inc.	Issued	\$295.00	Paper Check
162132	02/21/2025	10361	Home Depot Credit Services	Issued	\$20.94	Paper Check
162133	02/21/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
162134	02/21/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
162135	02/21/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check

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162136	02/21/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check
162137	02/21/2025	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check
162138	02/21/2025	20869	Rhema Cont	Issued	\$1,307.23	Paper Check
162146	02/21/2025	10724	Texas AFT- Associate Membership Program	Issued	\$184.50	Paper Check
162147	02/21/2025	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check
162148	02/21/2025	20008	Texas State Teacher Association	Issued	\$49.42	Paper Check
162149	02/21/2025	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
162150	02/21/2025	20009	Association of Texas Professional Educator	Issued	\$76.86	Paper Check
162151	02/21/2025	20010	LegalShield	Issued	\$93.66	Paper Check
162152	02/21/2025	20011	First Financial Group of America	Issued	\$30,957.49	Paper Check
162153	02/27/2025	10134	El Paso County	Issued	\$13,583.31	Paper Check
162154	02/27/2025	10171	El Paso Community College	Issued	\$2,160.00	Paper Check
162155	02/27/2025	10543	Labatt Food Service	Issued	\$4,472.53	Paper Check
162156	02/27/2025	10616	Peter Piper Pizza	Issued	\$210.09	Paper Check
162157	02/27/2025	10657	Segovia'S Distributing, Inc.	Issued	\$826.03	Paper Check
162158	02/27/2025	10870	Windstream	Issued	\$1,987.47	Paper Check
162159	02/27/2025	20022	Citibank	Issued	\$364.96	Paper Check
162160	02/27/2025	20215	Spectrum Paper Co, Inc.	Issued	\$1,250.76	Paper Check
162161	02/27/2025	20418	Control & Equipment Company	Issued	\$475.00	Paper Check
162162	02/27/2025	20776	Alyssa Frausto	Issued	\$1,000.00	Paper Check
162163	02/27/2025	20876	GH Dairy El Paso	Issued	\$749.18	Paper Check
162164	02/27/2025	500987	Alonso Delgado	Issued	\$288.00	Paper Check
162165	02/27/2025	500828	Joanna Hernandez	Issued	\$3,132.00	Paper Check
162166	02/27/2025	501199	Nayeli Mancinas De Galarza	Issued	\$3,600.00	Paper Check
162167	02/27/2025	500699	Maria Morales	Issued	\$3,672.00	Paper Check
162168	02/28/2025	10054	Bernie Del Hierro	Issued	\$8,092.50	Paper Check

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162169	02/28/2025	10190	Fabens Oil Co.	Issued	\$63.76	Paper Check
162170	02/28/2025	10361	Home Depot Credit Services	Issued	\$40.05	Paper Check
162171	02/28/2025	10543	Labatt Food Service	Issued	\$3,985.41	Paper Check
162172	02/28/2025	20022	Citibank	Issued	\$843.81	Paper Check
162173	02/28/2025	20022	Citibank	Issued	\$276.42	Paper Check
162174	02/28/2025	20022	Citibank	Issued	\$136.86	Paper Check
162175	02/28/2025	20022	Citibank	Issued	\$843.81	Paper Check
162176	02/28/2025	20022	Citibank	Issued	\$1,067.88	Paper Check
162177	02/28/2025	20022	Citibank	Issued	\$843.81	Paper Check
162178	02/28/2025	20022	Citibank	Issued	\$843.81	Paper Check
162179	02/28/2025	20022	Citibank	Issued	\$843.81	Paper Check
162180	02/28/2025	20456	Ann Morales	Issued	\$65.00	Paper Check
162181	02/28/2025	21079	Cynthia S Ivan	Issued	\$250.00	Paper Check
162182	02/28/2025	500544	Luis Vega	Issued	\$20.00	Paper Check
162183	02/28/2025	10190	Fabens Oil Co.	Issued	\$233.78	Paper Check
162184	02/28/2025	10543	Labatt Food Service	Issued	\$15,834.88	Paper Check
162185	02/28/2025	20022	Citibank	Issued	\$1,054.18	Paper Check
162186	02/28/2025	20022	Citibank	Issued	\$229.72	Paper Check
162187	02/28/2025	20895	linde gas & equipment inc	Issued	\$48.15	Paper Check
162189	02/28/2025	500791	Claudia Castro	Issued	\$100.00	Paper Check
10002490	02/07/2025	20765	Commerce Bank	Issued	\$16,434.38	ACH
10002491	02/14/2025	20765	Commerce Bank	Issued	\$3,784.91	ACH
10002493	02/20/2025	20765	Commerce Bank	Issued	\$2,352.99	ACH
10002495	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002496	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002497	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH

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10002498	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$244.14	ACH
10002499	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH
10002500	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002501	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH
10002502	02/21/2025	20012	Texas Child Support Disbursement Unit	Issued	\$265.00	ACH
10002503	02/28/2025	20765	Commerce Bank	Issued	\$5,024.49	ACH
200001608	02/07/2025	10542	La Estrella	Issued	\$718.50	Vendor Credit Card
200001609	02/07/2025	10669	Sonitrol Of El Paso	Issued	\$2,266.00	Vendor Credit Card
200001610	02/07/2025	20036	Johnstone Supply	Issued	\$205.00	Vendor Credit Card
200001611	02/07/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$17.70	Vendor Credit Card
200001612	02/12/2025	10221	Flinn Scientific, Inc.	Issued	\$175.63	Vendor Credit Card
200001613	02/12/2025	10342	Herff Jones	Issued	\$459.51	Vendor Credit Card
200001614	02/12/2025	10649	Scholastic Book Fairs	Issued	\$1,450.63	Vendor Credit Card
200001615	02/12/2025	10672	Southern Computer Warehouse	Issued	\$1,664.00	Vendor Credit Card
200001616	02/12/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$44.52	Vendor Credit Card
200001617	02/14/2025	10687	Staples Advantage	Issued	\$1,190.70	Vendor Credit Card
200001618	02/14/2025	10859	Verizon Wireless	Issued	\$133.79	Vendor Credit Card
200001620	02/21/2025	10542	La Estrella	Issued	\$577.00	Vendor Credit Card
200001621	02/21/2025	10669	Sonitrol Of El Paso	Issued	\$2,266.00	Vendor Credit Card
200001622	02/21/2025	20470	O'Reilly Auto Enterprises LLC	Issued	\$148.61	Vendor Credit Card
200001623	02/21/2025	20490	Blanco Ordonez Mata & Wallace P.	Issued	\$1,459.00	Vendor Credit Card
200001624	02/21/2025	20597	El Paso Reprographics	Issued	\$87.00	Vendor Credit Card
200001625	02/25/2025	10706	TASB, Inc.	Issued	\$1,200.00	Vendor Credit Card
200001626	02/28/2025	10342	Herff Jones	Issued	\$934.81	Vendor Credit Card
200001627	02/28/2025	10542	La Estrella	Issued	\$1,357.80	Vendor Credit Card
200001628	02/28/2025	10546	Lakeshore Learning Materials	Issued	\$2,279.20	Vendor Credit Card

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**Total Amount:** 339,024.15

<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Invoice Amount</u>	<u>Doc ID</u>
Citibank	1694898	01/30/2025	162030	02/07/2025	Maintenance supplies for district wide	199-51-6319-00-951-99-0-00	77.5	155430
Citibank	112-8991771-5193825	01/26/2025	162031	02/07/2025	Misc. items & supplies for both technology and safety projects & district events.	199-53-6399-00-953-99-0-00	95.23	155333
Citibank	315831	01/21/2025	162032	02/07/2025	Items for board appreciation dinner	199-41-6499-00-702-99-0-00	300.28	155390
Citibank	44X69H	12/13/2024	162049	02/07/2025	2025 TCEA Conference - Hotel, Avis and Flight Travel Expenses. C. Garcia and M. Delgado	199-53-6411-00-953-99-0-00	545.92	155289
Citibank	314744194	02/05/2025	162050	02/07/2025	2025 TCEA Conference - Hotel, Avis and Flight Travel Expenses. C. Garcia and M. Delgado	199-53-6411-00-953-99-0-00	361.45	155289
Citibank	1121-Garcia	02/05/2025	162060	02/12/2025	2025 TCEA Conference - Hotel, Avis and Flight Travel Expenses. C. Garcia and M. Delgado	199-53-6411-00-953-99-0-00	1,054.18	155289
Citibank	217614820	11/15/2024	162061	02/12/2025	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	1.19	155169
Citibank	217614820	11/15/2024	162061	02/12/2025	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	220.93	155169
Citibank	112-1880988-6902636	02/06/2025	162062	02/12/2025	Supplies and Materials for SPED students	199-11-6399-00-044-23-0-00	27.85	155275
Citibank	114-9456733-6001024	01/08/2025	162063	02/12/2025	Misc. items & supplies for both technology and safety projects & district events.	199-53-6399-00-953-99-0-00	303.25	155333
Citibank	112-1630839-4785862	02/06/2025	162064	02/12/2025	Band instructional material	461-11-6399-00-001-11-0-01	66.01	155453
Citibank	217615425	11/16/2024	162065	02/12/2025	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	0.92	155169
Citibank	217615425	11/16/2024	162065	02/12/2025	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	171	155169
Citibank	112-8792995-9901852	02/04/2025	162066	02/12/2025	Misc. items for Finance office	199-41-6399-00-750-99-0-00	69.99	154958
Citibank	112-4472948-6961068	02/06/2025	162067	02/12/2025	Supplies and Materials for SPED students	199-11-6399-00-044-23-0-00	189	155275
Citibank	112-0688661-9461800	02/06/2025	162068	02/12/2025	Purpose: Small group and stations rotation implementation	199-11-6399-00-044-11-0-00	360.8	155315
Citibank	112-5955025-4364213	02/06/2025	162075	02/12/2025	Staff Incentives	865-00-2191-01-999-01-0-00	218.55	155442
Citibank	RNHMPBHYZ	11/13/2024	162079	02/13/2025	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	59.37	155170
Citibank	RNHMPBHYZ	11/13/2024	162079	02/13/2025	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	541.92	155170
Citibank	333	11/16/2024	162080	02/13/2025	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	0.92	155169
Citibank	333	11/16/2024	162080	02/13/2025	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	171	155169
Citibank	NQR-612	02/09/2025	162081	02/13/2025	Travel arrangements for Solution Tree - RTI training	289-13-6411-00-999-11-8-00	672.77	155226
Citibank	NQR-812	02/09/2025	162082	02/13/2025	Travel arrangements for Solution Tree - RTI training	289-13-6411-00-999-11-8-00	672.77	155226
Citibank	NQR-614	02/09/2025	162083	02/13/2025	Travel arrangements for Solution Tree - RTI training	289-13-6411-00-999-11-8-00	672.77	155226
Citibank	05547	01/30/2025	162094	02/14/2025	The Rural Route: Virtual Conf. Feb. 1, 2025	289-13-6411-00-999-11-8-00	30	155395
Citibank	05549	01/30/2025	162095	02/14/2025	The Rural Route: Virtual Conf. Feb. 1, 2025	289-13-6411-00-999-11-8-00	30	155395
Citibank	NQR-810-1	02/09/2025	162096	02/14/2025	Describe your new line item.	199-13-6411-00-001-11-0-00	41.56	
Citibank	112-7309352-3039420	01/24/2025	162097	02/14/2025	Neck ties for performing band students.	461-11-6399-00-001-11-0-01	189.75	155388
Citibank	05548	01/30/2025	162098	02/14/2025	The Rural Route: Virtual Conf. Feb. 1, 2025	289-13-6411-00-999-11-8-00	30	155395
Citibank	3DYXHL	01/13/2025	162099	02/14/2025	Teach tomorrow conference Feb 16-19, flights, hotel and car rental fees	199-11-6412-00-001-22-0-00	567.7	155370
Citibank	3DYXHL	01/13/2025	162099	02/14/2025	Teach tomorrow conference Feb 16-19, flights, hotel and car rental fees	199-13-6411-00-001-22-0-00	512.14	155370
Citibank	05550	01/30/2025	162100	02/14/2025	The Rural Route: Virtual Conf. Feb. 1, 2025	289-13-6411-00-999-11-8-00	30	155395
Citibank	2HXTAC	01/08/2025	162101	02/14/2025	Tasbo Engage Conference 2024-2025	199-34-6411-00-934-99-0-00	286.92	155273
Citibank	NQR-810	02/09/2025	162102	02/14/2025	Travel arrangements for Solution Tree - RTI training	289-13-6411-00-999-11-8-00	631.21	155226
Citibank	12395	02/10/2025	162117	02/20/2025	TAFE judge fees	199-11-6495-00-001-22-0-00	100	155486
Citibank	112-6469185-5105056	02/09/2025	162127	02/21/2025	Supplies and Materials for SPED students	199-11-6399-00-044-23-0-00	523.22	155275
Citibank	112-4490742-7550641	02/07/2025	162128	02/21/2025	Purpose: Small group and stations rotation implementation	199-11-6399-00-044-11-0-00	360.8	155314
Citibank	112-6226150-2008245	02/13/2025	162129	02/21/2025	Lower Valley Games student supplies	199-11-6399-00-044-23-0-00	113.23	155462
Citibank	112-6226150-2008245	02/13/2025	162129	02/21/2025	Lower Valley Games student supplies	225-11-6399-00-044-33-0-00	113.23	155462
Citibank	112-5169925-4611453	02/11/2025	162140	02/21/2025	Graduation 2025 activities	865-00-2191-01-001-01-0-00	323.02	155434

Citibank	44254	11/13/2024	162141	02/21/2025	Centennial time capsule	865-00-2191-03-750-01-0-00	171.77	100493
Citibank	2386100	02/14/2025	162142	02/21/2025	NHS Membership fees, bibs, pins, certificates and certificate folders.	865-00-2191-14-001-14-0-00	385	155456
Citibank	3XV4W6	02/21/2025	162159	02/27/2025	Hotel reservation for College tour San Antonio.	244-11-6412-00-001-22-0-01	364.96	155491
Citibank	1652	02/26/2025	162172	02/28/2025	Tasbo Engage Conference 2024-2025	199-34-6411-00-934-99-0-00	843.81	155273
Citibank	314824985	02/26/2025	162173	02/28/2025	TASBO Engage Conference 2025 - Finance team	199-41-6411-00-750-99-0-00	276.42	155282
Citibank	3651880158	02/28/2025	162174	02/28/2025	Finance Charge Jan 2025	199-41-6499-00-750-99-0-00	136.86	100811
Citibank	726	02/26/2025	162175	02/28/2025	TASBO Engage Conference 2025 - Finance team	199-41-6411-00-750-99-0-00	843.81	155282
Citibank	729	02/26/2025	162176	02/28/2025	TASBO Engage Conference 2025 - Finance team	199-41-6411-00-750-99-0-00	1,067.88	155282
Citibank	727-CRUZ	02/26/2025	162177	02/28/2025	TASBO Engage Conference 2025 - Finance team	199-41-6411-00-750-99-0-00	843.81	155282
Citibank	728	02/26/2025	162178	02/28/2025	Tasbo Engage Conference 2024-2025	199-34-6411-00-934-99-0-00	843.81	155273
Citibank	1519	02/26/2025	162179	02/28/2025	TASBO Engage Conference 2025 - Finance team	199-41-6411-00-750-99-0-00	843.81	155282
Citibank	1123-Delgado	01/31/2025	162185	02/28/2025	2025 TCEA Conference	199-53-6411-00-953-99-0-00	1,054.18	155289
Citibank	1123-Delgado	01/31/2025	162185	02/28/2025	- Hotel, Avis and Flight Travel Expenses. C. Garcia and M. Delgado	199-53-6411-00-953-99-0-00		
Citibank	326	11/15/2024	162186	02/28/2025	La Cosecha Conference 2024	199-41-6411-00-727-99-0-00	1.23	155169
Citibank	326	11/15/2024	162186	02/28/2025	La Cosecha Conference 2024	263-13-6411-00-999-25-0-00	228.49	155169
Citibank	0790570016	02/26/2025	162188	02/28/2025	Item for district use	865-00-2191-03-750-01-0-00	67.12	100810
Citibank Sams Club	93664947939036407703	02/04/2025	162039	02/07/2025	Items for TISD Superbowl week	461-41-6499-00-750-99-0-00	260.36	155448
Citibank Sams Club	10259559029	01/30/2025	162040	02/07/2025	Snacks for Regional Counselor Conf.	244-11-6399-00-041-22-0-01	42.9	155420
Citibank Sams Club	82488368983924346398	02/04/2025	162041	02/07/2025	SpEd department supplies for school year 2024-2025	199-21-6399-00-918-23-0-00	40.44	154942
Citibank Sams Club	55096179735703584566	01/08/2025	162087	02/13/2025	Catering for 3rd 9 weeks PD / training.	199-13-6499-00-916-11-0-00	52.17	155361

Citibank total

19107.18

Txn ID	Post Date	Account #	Year	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date	Check Number	Invoice Number	
1248299	1/17/2025	199-00-2110-02-000-00-0-00	2025	-3296.09	200001598	AP Check	200001598	AP Check	10703	TASB		1/17/2025	200001598		
1248297	1/17/2025	199-00-2110-02-000-00-0-00	2025	-2095.00	200001597	AP Check	200001597	AP Check	10669	Sonitrol Of El Paso		1/17/2025	200001597		
1248284	1/17/2025	199-00-2110-02-000-00-0-00	2025	-1316.31	200001600	AP Check	200001600	AP Check	20470	O'Reilly Auto Enterprises LLC		1/17/2025	200001600		
1248275	1/17/2025	199-00-2110-02-000-00-0-00	2025	-145.00	200001599	AP Check	200001599	AP Check	10707	TASBO		1/17/2025	200001599		
1248301	1/17/2025	211-00-2110-02-000-00-0-00	2025	-6109.00	200001601	AP Check	200001601	AP Check	20647	AVID Center		1/17/2025	200001601		
1248269	1/17/2025	289-00-2110-02-000-00-0-00	2025	-2196.50	200001595	AP Check	200001595	AP Check	10542	La Estrella		1/17/2025	200001595		
1245620	1/9/2025	199-00-2110-02-000-00-0-00	2025	-283.48	200001583	AP Check	200001583	AP Check	10153	El Paso Times		1/9/2025	200001583		
1249761	1/24/2025	199-00-2110-02-000-00-0-00	2025	-915.00	200001605	AP Check	200001605	AP Check	10707	TASBO		1/24/2025	200001605		
1248273	1/17/2025	199-00-2110-02-000-00-0-00	2025	-78.00	200001594	AP Check	200001594	AP Check	10070	C & M Plaque & Trophy Inc.		1/17/2025	200001594		
1253008	2/7/2025	181-00-2110-02-000-00-0-00	2025	-612.50	200001608	AP Check	200001608	AP Check	10542	La Estrella		2/7/2025	200001608		
1253022	2/7/2025	199-00-2110-02-000-00-0-00	2025	-2266.00	200001609	AP Check	200001609	AP Check	10669	Sonitrol Of El Paso		2/7/2025	200001609		
1253007	2/7/2025	199-00-2110-02-000-00-0-00	2025	-106.00	200001608	AP Check	200001608	AP Check	10542	La Estrella		2/7/2025	200001608		
1251717	1/31/2025	199-00-2110-02-000-00-0-00	2025	-380.85	200001607	AP Check	200001607	AP Check	20312	Service Supply		1/31/2025	200001607		
1251715	1/31/2025	199-00-2110-02-000-00-0-00	2025	-186.25	200001606	AP Check	200001606	AP Check	10669	Sonitrol Of El Paso		1/31/2025	200001606		
1248271	1/17/2025	199-00-2110-02-000-00-0-00	2025	-233.31	200001596	AP Check	200001596	AP Check	10603	Oriental Trading Co., Inc.		1/17/2025	200001596		
1248311	1/17/2025	865-00-2110-02-000-00-0-00	2025	-84.00	200001602	AP Check	200001602	AP Check	10070	C & M Plaque & Trophy Inc.		1/17/2025	200001602		
1248309	1/17/2025	865-00-2110-02-000-00-0-00	2025	-91.45	200001603	AP Check	200001603	AP Check	10603	Oriental Trading Co., Inc.		1/17/2025	200001603		
1255903	2/12/2025	199-00-2110-02-000-00-0-00	2025	-459.51	200001613	AP Check	200001613	AP Check	10342	Herff Jones		2/12/2025	200001613		
1255905	2/12/2025	199-00-2110-02-000-00-0-00	2025	-44.52	200001616	AP Check	200001616	AP Check	20470	O'Reilly Auto Enterprises LLC		2/12/2025	200001616		
1255901	2/12/2025	289-00-2110-02-000-00-0-00	2025	-175.63	200001612	AP Check	200001612	AP Check	10221	Flinn Scientific, Inc.		2/12/2025	200001612		
1255897	2/12/2025	461-00-2110-02-000-00-0-00	2025	-1450.63	200001614	AP Check	200001614	AP Check	10649	Scholastic Book Fairs		2/12/2025	200001614		
1253002	2/7/2025	199-00-2110-02-000-00-0-00	2025	-205.00	200001610	AP Check	200001610	AP Check	20036	Johnstone Supply		2/7/2025	200001610		
1253004	2/7/2025	199-00-2110-02-000-00-0-00	2025	-17.70	200001611	AP Check	200001611	AP Check	20470	O'Reilly Auto Enterprises LLC		2/7/2025	200001611		
1256323	2/14/2025	865-00-2110-02-000-00-0-00	2025	-112.49	200001619	AP Check	200001619	AP Check	10687	Staples Advantage		2/14/2025	200001619		
1257570	2/21/2025	181-00-2110-02-000-00-0-00	2025	-577.00	200001620	AP Check	200001620	AP Check	10542	La Estrella		2/21/2025	200001620		
1257591	2/21/2025	199-00-2110-02-000-00-0-00	2025	-1459.00	200001623	AP Check	200001623	AP Check	20490	Blanco Ordonez Mata & Wallace I		2/21/2025	200001623		
1256319	2/14/2025	199-00-2110-02-000-00-0-00	2025	-1190.70	200001617	AP Check	200001617	AP Check	10687	Staples Advantage		2/14/2025	200001617		
1256321	2/14/2025	199-00-2110-02-000-00-0-00	2025	-133.79	200001618	AP Check	200001618	AP Check	10859	Verizon Wireless		2/14/2025	200001618		
1255899	2/12/2025	244-00-2110-02-000-00-0-00	2025	-1664.00	200001615	AP Check	200001615	AP Check	10672	Southern Computer Warehouse		2/12/2025	200001615		
Commerce total				-27884.71											

# SPED

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MARISELA RAMOS, M.ED

# 2024-2025 Current Special Education Referrals

Referrals: 27

Qualified: 11

Did not Qualify: 14

Pending: 2

# SPECIAL EDUCATION DATA

TOTAL SPECIAL EDUCATION STUDENTS: 117

Speech and additional eligibility: 88

Speech Only: 29

504: 31

Last Year:

Total of Special Education Students: 109

Speech and additional eligibility: 84

Speech Only: 25

504: 30

# Special Education breakdown by grade level

**Head Start: 7**

**PRE-K-8**

Pre-K: 6

Kinder: 14

1<sup>st</sup>: 12

2<sup>nd</sup>: 12

3<sup>rd</sup>: 11

4<sup>th</sup>: 13

5<sup>th</sup>: 7

6<sup>th</sup>: 6

7<sup>th</sup>: 5

8<sup>th</sup>: 8

**TOTAL: 94**

**High School**

9<sup>th</sup>: 3

10<sup>th</sup>: 7

11<sup>th</sup>: 3

12: 3

**TOTAL:16**

# Projects Completed

- Met with Special Education Teachers
  - Sped Meeting on 1/08/25, 1/10/25, 1/14/25
- Met with School Counselors Section 504
- Met with campus administrators
- Initial Testing on two Saturdays. Contracted Diagnostician to complete 4 initial evaluations.
- Trainings through Region 19
  - SPP7 Child Find
  - SPP13 Transition
  - Operating Procedures/Legal Framework

# Projects: Completed

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Lower Valley Special Olympics-Hosted by Fabens ISD on February 26, 2025

# Projects: In progress

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- According to TEA, the District Operating and Procedures and Board Policies to be uploaded into Legal Framework has been extended until the summer.
- Region 19 is completing an internal audit on 15 files



THANK YOU!

<b>MASBA Travel</b>			
<b>PO #</b>	<b>Vendor</b>	<b>Amount</b>	<b>Notes</b>
154768	MASBA	\$ 1,600.00	Registration Fees
154798	Citibank	\$ 674.46	Hotel - Kika
		\$ 414.96	Flight - Kika
154799	Citibank	\$ 674.46	Hotel - Bosquez
		\$ 414.96	Flight - Bosquez
154800	Citibank	\$ 674.46	Hotel - Bullard
		\$ 414.96	Flight - Bullard
154801	Citibank	\$ 674.40	Hotel - Vega
		\$ 899.28	Hotel - Ida
		\$ 195.00	Per diem - Kika
		\$ 195.00	Per diem - Bosquez
		\$ (195.00)	Per diem - Bullard
		\$ 1,048.25	Per diem - Vega
		\$ 1,048.25	Per diem - Ida

\$ 8,733.44

<b>txEDCON Travel</b>			
<b>PO#</b>	<b>Vendor</b>	<b>Amount</b>	<b>Notes</b>
154872	Citibank	\$ 732.92	Hotel - Bullard
		\$ 732.92	Hotel - Kika
		\$ 732.92	Hotel - Bosquez
		\$ 732.92	Hotel - Vega
154969	Citibank	\$ 491.96	Flight - Kika
154970	Citibank	\$ 425.95	Flight - Bullard
154971	Citibank	\$ 441.96	Flight - Bosquez
155028	Citibank	\$ 997.38	Hotel - Dozal
		\$ 165.80	Rental - Dozal
155044	Citibank	\$ 844.74	Hotel - Lopez
		\$ 165.80	Rental - Lopez
		\$ 172.13	Parking - Lopez
154871	TASB, Inc	\$ 2,910.00	Registration fees
		\$ 213.00	Per diem - Kika
		\$ 213.00	Per diem - Bosquez
		\$ 213.00	Per diem - Bullard
		\$ 960.05	Per diem - Vega
		\$ 358.26	Per diem - Dozal
		\$ 341.83	Per diem - Lopez

\$ 11,846.54

<b>MASBA, Oct. 2-3, San Antonio</b>	
Early Bird Registration thru 7/31	\$320.00
Registration 8/1-9/12	\$370.00
Registration 9/12-10/1	\$450.00
Preconference	\$ 25.00
Hotel for 2 nights (w/tax)	\$472.64
Hotel for 3 nights (w/tax)	\$708.94
Flight	\$288.97
Mileage Reimbursement	\$725.34
Meals	\$142.00

**2 nights w/flight      3 nights w/mileage**  
 \$            1,223.61    \$            1,896.28

<b>txEDCON, Sept. 12-14, Houston</b>		Full team
Early Bird Registration thru 9/1	\$485.00	\$385.00
Registration 9/2-9/10	\$535.00	\$435.00
Registration after 9/10	\$585.00	\$485.00
Preconference	\$ 50.00	
Hotel for 3 nights*	\$795.00	
Flight	\$299.96	
Mileage Reimbursement	\$999.88	
Meals	\$213.00	
*Price based on average cost from 2024-2025		

**Full team w/flight      Full team w/mileage**  
 \$            1,692.96    \$            2,392.88

**Individual w/flight      Individual w/mileage**  
 \$            1,792.96    \$            2,492.88

<b>Account Name</b>	<b>Account Number</b>	<b>Balance</b>	<b>Adopted Budget</b>	<b>Transactions</b>	<b>Proposed Budget for 2025-26</b>
Board Travel - Bosquez	199-41-6419-01-702-99-0-00	\$ 267.07	\$ 1,603.00	\$ 3,477.31	\$ 1,800.00
Board Travel - Bullard	199-41-6419-02-702-99-0-00	\$ 267.07	\$ 1,603.00	\$ 3,266.30	\$ 1,800.00
Board Travel - Dozal	199-41-6419-03-702-99-0-00	\$ 54.74	\$ 1,603.00	\$ 2,006.44	\$ 1,800.00
Board Travel - Lopez	199-41-6419-04-702-99-0-00	\$ 71.17	\$ 1,603.00	\$ 2,009.50	\$ 1,800.00
Board Travel - Saldana	199-41-6419-05-702-99-0-00	\$ 267.07	\$ 1,603.00	\$ 3,527.31	\$ 1,800.00
Board Travel - Estrada	199-41-6419-06-702-99-0-00	\$ -	\$ 1,603.00	\$ 2,394.33	\$ 1,800.00
Board Travel - Vega	199-41-6419-07-702-99-0-00	\$ 267.13	\$ 1,603.00	\$ 4,311.58	\$ 1,800.00



# MEMORANDUM

**To:** Board of Trustees  
**From:** Tornillo ISD Instruction  
**Subject:** 2025-2026 Allotment and TEKS Certification - Certification of Provision of Instructional Materials Survey 2025-26  
**Date:** February 28, 2025

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## **RATIONALE:**

In accordance with Texas Education Code (TEC), §31.1011 local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section 28.0022; (iii) Section 43.22, Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content.

The district's superintendent, along with the president and secretary of the local board of trustees or officers of the governing body of the district certify the following: The district's instructional materials and technology allotment is used only for expenses allowed for the Texas Education Code. For the current school year, the district has instructional materials that collectively cover all elements of the TEKS of the required curriculum, as identified in the Texas Education Code for each subject and grade level other than physical education. Upon request, the district will provide to the State Board of Education the title/publication information of any instructional materials requisition or purchase by the district with the district allotment.

## **ADMINISTRATIVE RECOMMENDATION:**

Tornillo ISD curriculum is recommending the Board of Trustees certify that Tornillo ISD is provided material to cover the Texas Essential Knowledge and Skills.

# **Certification of Provision of Instructional Materials Survey 2025–26**

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## Survey Pre-Work

### 2025–26 Certification of Provision of Instructional Materials

In accordance with [Texas Education Code 31.1011](#), local educational agencies (LEAs) are required to certify annually to the State Board of Education (SBOE) and the commissioner that students have access to instructional materials covering all Texas Essential Knowledge and Skills (TEKS) for all required subjects, except physical education.

Additionally, LEAs are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under (i) the Children's Internet Protection Act (Pub. L. No. 106-554); (ii) Section [28.0022](#); (iii) Section [43.22](#), Penal Code; and (iv) any other law or regulation that protects students from obscene or harmful content. The TEKS Certification 2025–26 Survey includes a section to allow LEAs to certify they meet this requirement.

Like last year's process, the agency will utilize the following tools:

#### **Certification 2025–26 Form:**

Printable, hard copy of the survey to be completed offline and presented to the board of trustees or governing body for ratification and signatures.

#### **Certification 2025–26 Survey:**

Web-based application where LEAs will submit their responses collected on the TEKS Certification 2025–26 Form, and where LEAs will upload the signature page of the Form.

This year's Certification Process requires:

- The completion of the Certification 2025–26 Form;
- Ratification by the LEA's board of trustees or governing body in an open, public-noticed meeting; and
- Submission of the Certification 2025–26 Survey and upload of the ratified Certification 2025–26 Form.

TEA recommends that LEAs complete these steps by **May 1, 2025**. The Certification 2025–26 Form can be accessed at the following link on the [Certification of Provision of Instructional Materials webpage](#).

The state online instructional materials ordering system, EMAT, will close for annual maintenance on March 28, 2025, and is scheduled to reopen on May 15, 2025. **Completion of the Certification Process is required to regain access to allotment funds when EMAT reopens in May of 2025.**

Certification 2025–26 Survey submissions received after May 15, 2025, will typically be processed within five business days, then access to EMAT provided.

## Instructions to Complete the Certification Process for 2025–26

1. **Review the Certification 2025–26 Form:** Print the fillable TEKS Certification 2025–26 Form found on the [Certification of Provision of Instructional Materials webpage](#).
2. **Gather information:** The form may require consultation with content area leads or other LEA staff.
3. **Complete Certification 2025–26 Form:** Complete the TEKS Certification 2025–26 Form by hand or digitally.
4. **Obtain needed signatures:** Ratify the **Certification 2025–26 Form** by the LEA’s board of trustees or governing body in an upcoming, open board meeting.
5. **Submit Certification 2025–26 Survey:** Complete the online Certification 2025–26 Survey by answering the questions. Inside the survey you will upload the signed Allotment and Certification 2025–26 Form from Step 4. The survey will be open for submissions beginning Monday, March 17, 2025, and will be located on the [Certification of Provision of Instructional Materials webpage](#).

## Additional Supports

- TEA will be hosting a webinar to review the Certification 2025–26 Process on *Monday, March 24th, at 2:00 p.m. CDT*. [Registration](#) is required.
- TEA will host office hours to support LEAs with the Certification of Provision of Instructional Materials process; registration is required.
  - Monday, March 31st at 11:00 a.m. CDT | [Register on Zoom](#)
  - Thursday, April 3rd, at 11:00 a.m. CDT. | [Register on Zoom](#)
- To facilitate completion of this year’s submission, LEAs may request a copy of their previous year’s submission by submitting a [Help Desk Ticket](#).
- For questions about the Certification 2025–26 Form, Survey, or Process, please submit a [Help Desk Ticket](#).

## Review Terminology

### *Additional Supports*

- **Scope and Sequence:** A document that provides a brief outline of the standards and a recommended teaching order for a particular course/grade-level over the course of a school year.
- **Full-subject materials** (often referred to as Tier 1 or core materials): instructional material designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.
- **Supplemental materials** (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional material designed to assist in the instruction of one or more of the essential knowledge and skills
- **SBOE-Approved Instructional Materials:** SBOE-approved instructional materials are any materials that go through the IMRA process and receive approval by the SBOE. In Texas, SBOE-approved instructional materials are considered HQIM and qualify for the SBOE-Approved Instructional Materials Entitlement as outlined in Section 48.307.
- **State-Adopted Instructional Materials:** state-adopted instructional materials were reviewed and adopted in the preceding Proclamation process. These materials have not been reviewed in the IMRA process, are not considered HQIM (per the Texas definition), and are not eligible for additional HB 1605 funding entitlements.

### **About the Qualtrics Survey**

Within the Qualtrics survey you will be given a list of commonly known publishers and products. Should your LEA use a LEA-developed product, or the product is not listed, you will be asked to write in the name of the publisher and product.

You can find a list instructional materials on the [Certification of Provision of Instructional Materials webpage](#).

# Certification 2025–26 Survey

## Background Information

QUESTION 1.0: Name of person completing this form

Luis C. Garcia

QUESTION 1.1: Your email address

Garcial@tisd.us

QUESTION 1.2: Select the role that best describes your position at your district or charter: [Single Select]

- Instructional Materials Coordinator
- Curriculum Director
- Principal
- Administrative Assistant
- Superintendent
- Other

## LEA Information

QUESTION 2.0: Region #

19

QUESTION 2.1: LEA name and number

Tornillo Independent School District - 071908

QUESTION 2.2: Superintendent's name

Rosa Vega-Barrio

QUESTION 2.3: Superintendent's email address

rvegab@tisd.us

QUESTION 2.4: School board president's or governing body's name

Marlene Bullard

QUESTION 2.5: School board president's or governing body's email address

Marlene@tisd.us

QUESTION 2.6: Date of the school board meeting at which the Certification Form was be presented and approved?

March 26, 2025

## Reading Language Arts Certification

### Scope and Sequence - All Grade Levels RLA

#### QUESTION 3.0:

Are instructional materials for English RLA and phonics managed at the LEA level and generally consistent across classrooms?

Yes

No

## English Reading Language Arts K–5 TEKS Coverage Certification

#### QUESTION 4.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades K–5?** (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## English Reading Language Arts K–5 Instructional Materials

#### QUESTION 5.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district will use regularly (once a week or more, on average) for **English RLA and/ or Phonics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA and/ or Phonics grades K–5** full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning RLA (K-5) - Tier 1 materials/instruction.

Bluebonnet Learning Foundational Skills (K-3) – Phonics.

IXL Learning, IXL Language Arts (K-5) – Tier 2 & 3 instruction.

Amplify Boost Reading Texas (Elementary) – Tier 2 & 3 instruction.

QUESTION 5.1:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Reading Language Arts, Edition 1* (grades K-5) in their classroom on a regular basis?

383 students.

QUESTION 5.2:

(If above answer includes SBOE-Approved Bluebonnet Learning instructional materials):

What is the estimated number of students in your LEA that are using *Bluebonnet Learning Foundational Skills, Edition 1* (grades K-3) in their classroom on a regular basis?

243 students.

## Spanish Reading Language Arts K-5 TEKS Coverage Certification

QUESTION 6.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **Spanish RLA TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## Spanish Reading Language Arts K-5 Instructional Materials

QUESTION 7.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your district will use regularly (once a week or more, on average) for **Spanish RLA and/or Phonics grades K-5** instruction to ensure coverage of 100% of the TEKS. [Single select for each grade band]

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): Instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Spanish RLA and/or Phonics grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

Aprendizaje Bluebonnet artes del language y lectura, piloto (K-5) - Tier 1 materials/instruction.  
Aprendizaje Bluebonnet destrezas fundamentals, piloto (K-3) – Phonics.  
IXL; IXL Spanish

QUESTION 7.1:

(If above answer includes *Aprendizaje Bluebonnet* pilot instructional materials instructional materials):

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet artes del lenguaje y lectura, piloto* (grados K-5) in their classroom on a regular basis?

280 students.

QUESTION 7.2:

What is the estimated number of students in your LEA that are using *Aprendizaje Bluebonnet destrezas fundamentales, piloto* (grados K-2) in their classroom on a regular basis?

150 students.

## English Reading Language Arts (RLA) 6-8 TEKS Coverage Certification

QUESTION 8.0:

For school year 2025-26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 6-8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials) [Single select]

Yes

No

## English Reading Language Arts (RLA) 6–8 Instructional Materials

### QUESTION 9.0:

Share the **full subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Amplify, Amplify ELAR Texas (6-8) – Tier 1 materials/instruction.  
IXL Learning, IXL Language Arts (6-8) – Tier 2 & 3 instruction.  
Amplify Boost Reading Texas (6-8) – Tier 2 & 3 instruction.

## English Reading Language Arts (RLA) 9–12 TEKS Coverage Certification

### QUESTION 10.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **English RLA TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials.)

Yes

No

## English Reading Language Arts (RLA) 9–12 Instructional Materials

### QUESTION 11.0:

Are the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **English RLA grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**English RLA grades 9-12** full-subject and/or supplemental publisher(s)/ product(s) used:

Houghton Mifflin Harcourt (HMH), Into Literature (English 1-4)

IXL Learning, IXL Language Arts

## Mathematics Certification

### Scope and Sequence - All Grade Levels Mathematics

QUESTION 12.0:

Are instructional materials for mathematics managed at the LEA level and generally consistent across classrooms? ?

Yes

No

### Mathematics K–5 TEKS Coverage Certification

QUESTION 13.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

### Mathematics K–5 Instructional Materials

QUESTION 14.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA will use regularly (once a week or more, on average) for **mathematics grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:**

Bluebonnet Learning (Great Minds) Math (K-5) – Tier 1 Instruction

IXL Learning, IXL Math (K-5) – Tier 2 & 3 Instruction

QUESTION 14.1:

(If above answers include *Bluebonnet Learning* instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning, Edition 1 (grades K–5) in their classroom on a regular basis?

383 students.

## Mathematics 6–8 TEKS Coverage Certification

QUESTION 15.0

For school year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select “yes” even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 6–8 Instructional Materials

QUESTION 16.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Bluebonnet Learning (Carnegie Learning) Math (6-8) – Tier 1 Instruction

IXL Learning, IXL Math (6-8) – Tier 2 & 3 Instruction

QUESTION 16.0B:

(If above answers include Bluebonnet Learning instructional materials instructional materials):

What is the estimated number of students in your LEA that are using Bluebonnet Learning Secondary Mathematics, Edition 1 (grades 6–8, Algebra I) in their classroom on a regular basis?

255 students

## Mathematics 9–12 TEKS Coverage Certification

QUESTION 17.0:

For School Year 2025–26, will your LEA provide materials to cover 100% of the **mathematics TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials). [Single Select]

Yes

No

## Mathematics 9–12 Instructional Materials

QUESTION 18.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **mathematics grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Mathematics grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

Carnegie Learning Math and/or Texas Math Solution  
IXL Learning, IXL Math Resources  
Sirius Education Solutions, Sirius Math Resources.

# Social Studies Certification

## Scope and Sequence - All Grade Levels Social Studies

QUESTION 19.0:

Are instructional materials for social studies managed at the LEA level and generally consistent across classrooms?

Yes

No

## Social Studies K–5 TEKS Coverage Certification

QUESTION 20.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades K-5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies K–5 Instructional Materials

QUESTION 21.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades K-5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades K-5** full-subject and/or supplemental publisher(s)/ product(s) used:

Social Studies Weekly, Inc., Texas Studies Weekly (K-4)

Social Studies Weekly, Inc., USA Studies Weekly (K-4)

IXL Learning, IXL Social Studies Grades 2-5

Lowman Education, LLC, Lowman 4<sup>th</sup> -5<sup>th</sup> Grade Social Studies (Grade 5)

## Social Studies 6–8 TEKS Coverage Certification

### QUESTION 22.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 6–8 Instructional Materials

### QUESTION 23.0:

Select **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Social Studies grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Lowman Education, LLC, Lowman 6<sup>th</sup> -8<sup>th</sup> Grade Social Studies

IXL Learning, IXL Social Studies Grades 6-8

## Social Studies 9–12 TEKS Coverage Certification

### QUESTION 24.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **social studies TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Social Studies 9–12 Instructional Materials

### QUESTION 25.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **social studies grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

### **Social Studies grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

Lowman Consulting LLC; Lowman 9th-12th Grade Social Studies

IXL Learning, IXL Social Studies

Sirus Education Solutions; Sirius EOC Resources

# Science Certification

## Scope and Sequence - All Grade Levels Science

QUESTION 26.0:

Are instructional materials for science managed at the LEA level and generally consistent across classrooms?

- Yes
- No

## Science K–5 TEKS Coverage Certification

QUESTION 27.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades K–5**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

- Yes
- No

## Science K–5 Instructional Materials

QUESTION 28.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades K–5** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades K–5 full-subject and/or supplemental publisher(s)/ product(s) used:**

Savas Learning Company LLC formerly Pearson K12, Texas Interactive Science
Savas Learning Company LLC formerly Pearson K12, Texas Interactive Science en Español
IXL Learning, IXL Science Grades 2-5
Summit K-12 Science (Grade 5)

## Science 6–8 TEKS Coverage Certification

### QUESTION 29.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 6–8**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 6–8 Instructional Materials

### QUESTION 30.0:

Share the **full-subject and/or supplemental** publisher(s)/product(s) that teachers in your LEA or charter will regularly use (once a week or more, on average) for **science grades 6–8** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

**Science grades 6–8** full-subject and/or supplemental publisher(s)/ product(s) used:

Savvas Learning Company LLC formerly Pearson K12, Texas Interactive Science  
IXL Learning, IXL Science Grades 6-8  
Summit K-12 Science (Grade 8)

## Science 9–12 TEKS Coverage Certification

### QUESTION 31.0:

For school year 2025–26, will your LEA provide materials to cover 100% of the **science TEKS grades 9–12**? (This includes teacher- or LEA-developed materials. You may select "yes" even if not all classrooms use the same materials)

Yes

No

## Science 9–12 Instructional Materials

### QUESTION 32.0:

Share the **full-subject and/or supplemental** publisher(s)/ product(s) that teachers in your district or charter will regularly use (once a week or more, on average) for **science grades 9–12** instruction to ensure coverage of 100% of the TEKS.

Full-subject instructional materials (often referred to as Tier 1 or core materials): Instructional materials designed to, if implemented as designed, provide a student with mastery of the essential knowledge and skills for a certain subject and grade level without the need for supplementation.

Supplemental Materials (may be used in Tier 1, Tier 2, or Tier 3 settings): instructional materials designed to assist in the instruction of one or more essential knowledge and skill.

### **Science grades 9–12** full-subject and/or supplemental publisher(s)/ product(s) used:

Savas Learning Company LLC formerly Pearson K12; Texas Experience (Chemistry & Physics)

Savas Learning Company LLC formerly Pearson K12; Texas Experience (Texas Miller & Levine Experience Biology)

Savas Learning Company LLC formerly Pearson K12; Texas Experience (Elaine Marie Human Anatomy & Physiology Resources)

IXL Learning, IXL Science

## Children's Internet Protection Act

### The Children's Internet Protection Act

The Children's internet protection Act (CIPA) was enacted by Congress in 2000 to address concerns about children's access to obscene or harmful content over the Internet. (You may find more information on the FCC website.)

In accordance with Texas Administrative Code 19 TAC §66.105, school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C, Section [28.0022](#), [Section 43.22](#), Penal Code, and any other law or regulation that protects students from obscene or harmful content.

QUESTION 33.0: Does your district or charter school protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C), Section 28.0022, Penal Code, and any other law or regulation that protects students from obscene or harmful content?

Yes

No

## Additional Informational Questions (Optional)\*

### QUESTION 35.0:

Has your LEA used, or do you plan to use, Instructional Materials Review and Approval (IMRA) Cycle 2024 reports to inform local decisions related to instructional materials adoption?

(Note: IMRA replaced the State Board of Education's Proclamation process and the Texas Resource Review (TRR))

Yes

No

### QUESTION 35.1:

**If "Yes" is selected:** In which subject area(s) have you used the TRR to obtain information about the quality of products? \*

English Reading Language Arts

Spanish Reading Language Arts

English Phonics

Spanish Phonics

Mathematics

### QUESTION 35.2:

On a scale from 0 to 10, how effectively do you believe the IMRA reports support LEA adoption of high-quality instructional materials? 0 (Not at all) to 10 (Extremely effectively)\*

0.

1.

2.

3.

4.

5.

6.

7.

8.

9.

10.

QUESTION 36.0:

Assessment Platform: Select the assessment platform (if any) your LEA leverages for unit/module, diagnostic, or interim, and for which type of assessments.

<b>Product</b>	<b>Interim</b>	<b>Diagnostic</b>	<b>Unit/Module Formatives</b>
Eduphoria	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
DMCA	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Texas Formative Assessment Resource	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
STAAR Interim	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <input type="text" value="Insert here"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <input type="text" value="Insert here"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other: <input type="text" value="Insert here"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

## Certification 2025–26 Survey Ratification [Printed and uploaded PDF]

In accordance with [Texas Education Code §31.1011](#), school districts and open-enrollment charter schools are required to certify annually to the State Board of Education and the commissioner that, for each subject in the required curriculum other than physical education, students have access to instructional materials that cover all the Texas Essential Knowledge and Skills (TEKS) for the coming school year. Additionally, in accordance with Texas Administrative Code [19 TAC §66.105](#), school districts or charter schools are required to certify that they protect against access to obscene or harmful content in compliance with the requirements for certification under the Children's Internet Protection Act, 47 USC §254(h)(5)(B) and (C).

These certifications must be ratified by local school boards of trustees or governing bodies in public, noticed meetings. Districts and open-enrollment charter schools will be unable to order instructional materials through EMAT until the certifications have been received by the Texas Education Agency (TEA).

## Other Certified Subject Areas

### QUESTION 40.0:

Please select each subject in the required curriculum below for which your district provides each student with instructional materials that cover all elements of the essential knowledge and skills:

[multiple select]

- Career & Technical Education
- Fine Arts
- Health
- Technology Applications
- English Language Proficiency Standards
- Languages Other Than English
- None

### District County Number (6-digit ID):

071908

### District Name:

Tornillo Independent School District

### Date of Ratification by Local School Board of Trustees or Governing Body:

March 26, 2025

### Signature of the Board President and Secretary or Governing Board Officer

\_\_\_\_\_  
Board President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Secretary

After ratification, please scan the last page of this form and submit to TEA through the electronic Certification of Provision of Instructional Materials Survey.



## MINUTES OF REGULAR BOARD MEETING

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

Wednesday, February 26, 2025

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

5:32PM –

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

5:33PM

The meeting was called to order at 5:32 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  
Ines Delgado  
Hector Lopez  
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

5:33PM –

Mrs. Rosa Vega-Barrío, Superintendent, presented the Board of Trustees with the Superintendent's Report.

5:41PM

No Action Necessary.

### 3. (OTHER) District Recognitions

5:41PM –

- A. CTE Month

5:44PM

TISD students presented the Board of Trustees with the proclamation for CTE Month.

No Action Necessary.

5:44PM –

- B. Future Business Leaders of America

5:50PM

Mr. Raymond Bonilla, CTE Coordinator, presented the FBLA and TAFE students to the Board of Trustees.

No Action Necessary.

5:50PM –

5:51PM

### 4. (OTHER) Open Forum – None

5:51PM –

Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to move items 8.A. and 8.B. to Information / Reports / Presentations.

5:52PM

Motion Passed Unanimously.

### 5. Lone Star Governance

5:52PM –  
6:09PM

**A. Student Outcome Monitoring**

1. Goal 1: GPM 1.1-Middle of Year PK-3 Reading & Goal 2: GPM 2.1-Middle of Year K-3 Math

Mrs. Myrna Lopez, PK-8 Principal, presented the Board of Trustees with Goal 1: GPM 1.1-Middle of Year PK-3 Reading & Goal 2: GPM 2.1-Middle of Year K-3 Math

No Action Necessary.

6:09PM –  
6:11PM

**B. THS Discipline Data**

Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the THS Discipline Data.

No Action Necessary.

6:11PM –  
6:15PM

**C. PK-8 Discipline Data**

Mrs. Maria Morales, PK-8 Assistant Principal, presented the Board of Trustees with the PK-8 Discipline Data.

No Action Necessary.

6:15PM –  
6:37PM

**D. Consider Approval of JH Targeted Improvement Plan**

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

*Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the JH Targeted Improvement Plan, as presented.*

Motion Passed Unanimously.

6:37PM –  
6:38PM

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

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

No Action Necessary.

6:38PM –  
6:39PM

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

6:39PM –  
6:40PM

**7. (VISION Y) Information / Reports / Presentations**

**A. Financial Reports – Information Only**

Ms. Rachel Aguilar, Executive Secretary, presented the Board of Trustees with the Financial Reports for January 2025.

No Action Necessary.

6:40PM –  
6:44PM

**B. CNS Department Updates**

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

No Action Necessary.

6:44PM –  
6:47PM

**8. (STRUCTURE) Board Items**

**A. Consider Approval of 8th Grade College Tour**

Mrs. Alicia Alvarado, PK-8 Counselor, presented the Board of Trustees with the 8<sup>th</sup> Grade College Tour.

No Action Necessary.

6:47PM –  
6:48PM

- B. Consider Approval of Sophomore College Trip  
Mr. Raymond Bonilla, CTE Coordinator, presented the Board of Trustees with the Sophomore College Trip.

No Action Necessary.

6:48PM –  
6:53PM

- C. Consider Approval of First Responder Comprehensive Addiction and Recovery Act Agreement with Emergence Health Network  
Ms. Linda Rivero, District Nurse, presented the Board of Trustees with the First Responder Comprehensive Addiction and Recovery Act Agreement with Emergence Health Network.

*Ofelia Bosquez made the Motion and Enrique Vega seconded the motion to approve the First Responder Comprehensive Addiction and Recovery Act Agreement with Emergence Health Network, as presented.*

Motion Passed Unanimously.

6:53PM –  
7:00PM

- D. Discussion and Possible Action on Board Conference Attendance for the 2025-2026 Fiscal Year

Ms. Marlene Bullard, Board President, presented the Board of Trustees with Board Conference Attendance for the 2025-2026 Fiscal Year.

*Marlene Bullard made the motion and Ida Estrada seconded the motion to table item.*

Motion to Table Item Passed Unanimously.

*Ida Estrada left meeting at 7:05 PM*

7:00PM –  
7:37PM

- E. Discussion and Possible Action to Approve and Accept Letter of Award for LASO 3  
Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Letter of Award for LASO 3.

*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Letter of Award for LASO 3, as presented.*

Motion Passed 5:1:0; Marlene Bullard against.

## 9. (STRUCTURE) Consent Agenda

7:37PM –  
7:38PM

- A. Consider Approval of Minutes from Previous Meetings:

1.Regular Board Meeting Minutes - January 22, 2025

- B. Consider Approval of Budget Amendments

- C. Consider approval of TASB Policy Manual Update 124 (1st Reading) affecting the following (LOCAL) Policies:

1.CAA (LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS

2.CDA (LOCAL): OTHER REVENUES – INVESTMENTS

3.CY (LOCAL): INTELLECTUAL PROPERTY

4.DH (LOCAL): EMPLOYEE STANDARDS OF CONDUCT

5.EHB (LOCAL): CURRICULUM DESIGN - SPECIAL PROGRAMS

6.EHBB (LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS

- 7.FFC(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT
- 8.GKA(LOCAL): COMMUNITY RELATIONS - CONDUCT ON SCHOOL PREMISES

D. Consider Approval of 2025-2026 Academic Calendar  
*Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve ALL items on the consent agenda, as presented.*  
Motion Passed Unanimously.

**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.**

7:38PM –  
7:55PM

*The Board of Trustees entered into Executive Session at 7:38 PM for deliberation.*  
 A. Discussion with legal counsel regarding Public Utility Commission of Texas (PUC) Proceeding, SOAH Docket No. 473.25.11219, Application of El Paso Electric Company to Change Rates and status for Rate 41 Group and other rate classes

**No Action was taken during Executive Session.**

*The Board of Trustees Reconvened from Executive Session at 7:55 PM.*

**11. (STRUCTURE) Continuation of Board Items in Open Session**

7:55PM –  
7:57PM

A. Consider intervention in Public Utility Commission of Texas (PUC) Proceeding, SOAH Docket No.473-25-11219, Application of El Paso Electric Company to Change Rates and Status for Rate 41 Group and other rate classes, subject to at least 50% of prior Rate 41 member participants (by percentage of usage) also intervening and subject to approval, at a future Board meeting, of a definitive interlocal agreement and engagement with special counsel.

*Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to approve the intervention in Public Utility Commission of Texas (PUC) Proceeding, SOAH Docket No.473-25-11219, Application of El Paso Electric Company to Change Rates and Status for Rate 41 Group and other rate classes, subject to at least 50% of prior Rate 41 member participants, as presented.*  
Motion Passed Unanimously.

**12. Next Meeting Tentative Date: March 26, 2025**

7:57PM *There being no further business, Maria Saldaña made the motion and Enrique Vega seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 7:57 PM.*

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Marlene Bullard \_\_\_\_\_ Date  
 President, Board of Trustees

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Ofelia Bosquez \_\_\_\_\_ Date  
 Secretary, Board of Trustees

# Tornillo Independent School District

Tornillo High School

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## Memorandum

To: Board of Trustees

From: Alejandro Olvera/Principal

Subject: NTN Agreement

Date: March 26, 2025

### History:

Tornillo High School has been working with NTN and participated in the Rural Innovation Grant during the 2024-2025 school year.

### Rationale:

Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant through June 2027 in the amount of \$200,000.00. NTN will focus on professional culture and project design.

- Planning year (Summer 2024-2025)
- Year 1 Implementation (2025-2026)
- Year 2 Implementation (2026-2027)

### Budget Impact:

Awarded up to \$200,000 to be used only to supplement district contributions to the New Tech Network Agreement between NTN (Bezos Family Foundation) and Tornillo Independent School District.

### Administrative Recommendation:

Tornillo High School will commit to completing the learning activities outlined by the grant agreement and be designated as a New Tech campus.



## New Tech Network

### *NEW TECH SCHOOL AGREEMENT*

This New Tech School Agreement (“Agreement”) for purpose of reference is dated the 1<sup>st</sup> day of March 2025, between **NEW TECH NETWORK, INC.**, a California non-profit corporation (“New Tech Network” or “NTN”), and the Board of Education of **TORNILLO INDEPENDENT SCHOOL DISTRICT**, a Texas Public School District (“District”).

#### RECITALS

A. New Tech Network offers a school education program (the “New Tech Model”) for the legitimate educational interest of: (i) preparing students to excel in an information-based, technologically advanced society; (ii) raising graduation rates and achievement test scores; and (iii) increasing college enrollment and the completion of college.

B. District desires **Tornillo High School** (the “New Tech School” and referred to as the “School” in the Exhibits attached hereto) to become a member of the network of schools throughout the country that use and follow the New Tech Model.

C. The District has secured the necessary financial and community support for implementation of the New Tech Model as provided herein.

D. District desires to license from New Tech Network the right to use the New Tech Model, including the materials, technology and platforms described herein, and retain New Tech Network as an independent contractor to implement the New Tech Model as provided for herein at the New Tech School, and New Tech Network wishes to provide such license and services, on the terms and conditions hereinafter set forth.

E. New Tech Network’s grant of applicable licenses and provision of services to District, in connection with the New Tech Model, contributes importantly to the furtherance of New Tech Network’s charitable and educational mission. As part of New Tech Network’s charitable and educational mission, New Tech Network seeks to continually improve the New Tech Model for the benefit of current and future New Tech Schools.

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

## 1. License and Services.

(a) *License.* All materials are licensed, not sold. New Tech Network hereby grants the District a limited, non-exclusive, non-transferable, non-sublicensable, and revocable right and license, during the term of this Agreement as provided for in Section 6 (the “Term”), to access and use (i) the New Tech Model, (ii) the website(s) and software related to the New Tech Model which is described in part on Exhibit A to this Agreement (the “NTN Technology” or, for purposes of the Exhibits attached hereto, also referred to as “NTN Echo”), (iii) the resources, learning modules, webinars and other content made available to District through the NTN Technology, including but not limited to all resource libraries and project libraries owned or licensed by New Tech Network (collectively, “New Tech Learning Platform”); and (iv) the New Tech Network trade and service marks (“Marks”) in accordance with the Trademark Usage Policy provided by New Tech Network to District, all for the sole purpose of establishing and operating the New Tech School in District’s school district and subject to all terms and conditions provided for herein (collectively, the “License”). The New Tech Model, NTN Technology and New Tech Learning Platform are collectively referred to in this Agreement as the “New Tech Platform.” New Tech Network may update the functionality, user interface, or other aspects of the New Tech Platform from time to time in its sole discretion – the terms of the Agreement will apply to each such update.

(b) *Services.* New Tech Network will provide services to District to assist District in developing and implementing the New Tech Model for the New Tech School, as such services are described in Exhibit A (the “Services”). New Tech Network may perform the Services virtually if in its reasonable opinion it is necessary or desirable for the protection of its staff or if New Tech Network otherwise determines in its reasonable discretion. New Tech Network provides the New Tech Platform and Services on a non-exclusive basis to District; New Tech Network may be engaged to provide identical, similar or other services to other school districts and entities during the term of this Agreement, including, without limit, granting some or all of the licenses set forth in Section 1(a). District further understands that the Services do not involve the management of or day-to-day operation of the New Tech School. District also understands that transmission of data over the internet is fundamentally necessary to the use of the New Tech Platform. New Tech Network uses commercially reasonable safeguards, commonly used by organizations similar in size and product line to New Tech Network, when transmitting and receiving data to and from the District. Even so, District acknowledges that New Tech Network cannot and does not guarantee the security of data transmitted over the internet or through District’s local network.

(c) *Not Official Repository.* District agrees that: (i) the New Tech Platform is not the official repository for the District’s and/or the New Tech School’s educational, employee, student or other records; (ii) the District will maintain all required records; and (iii) New Tech Network will not, under any circumstances, be responsible for a failure to maintain records.

(d) *Third-Party Services Engaged by District.* New Tech Network may reference, promote, make available, utilize and/or offer applications, hyperlinks to websites/platforms, products or services provided by entities other than New Tech Network, (collectively, “Third-Party Services”). Third Party Services may include, among other things, any applications, widgets, software, materials, products and/or services made available to District or a New Tech School under a separate agreement between the District/New Tech School and the provider of a Third-Party Service. New Tech Network takes no responsibility and disclaims all warranties with respect to Third Party Services. If District uses or enables a Third Party Service with New Tech Platform, District grants New Tech Network a right and license to provide access and use, any data or records as may be requested or needed by the provider of such Third Party Service for the interoperation of the Third Party Service with the New Tech Platform. Any exchange of data or other interaction between District and the provider of a Third-Party Service is solely between District and that provider.

(e) *Suspension of Access.* District agrees that New Tech Network may suspend access to the New Tech Platform (or any part thereof) if New Tech Network reasonably concludes that the New Tech Platform is being used to engage in denial of service attacks, spamming, or illegal activity, or is causing immediate, material and ongoing harm to New Tech Network or others (each, a “Suspension”). In the event of a Suspension, New Tech Network will use commercially reasonable efforts to limit the Suspension to the offending portion of the New Tech Platform and to resolve the issue(s) causing the Suspension. District agrees that New Tech Network shall not be liable to District, the New Tech School nor to any third party for any Suspension.

## 2. **District Obligations, Contributions and School Users.**

(a) *Payment of Amounts Due.* District will promptly pay to New Tech Network all amounts due to New Tech Network under this Agreement as provided for in this Agreement.

(b) *Minimum Requirements.* District will provide, at its own expense and as described in Exhibit B to this Agreement, all facilities, technology, staffing, and other materials and resources necessary for the formation and operation of the New Tech School in District’s school district. District agrees to obtain the resources necessary to establish and successfully operate the New Tech School.

(c) *On-going Operation of New Tech School.* Once established and during the Term, District will operate the New Tech School in accordance with the New Tech Model and the principles and guidelines for the same as provided to District, from time to time, by New Tech Network. District commits to use its best efforts to attain in all categories at least the status of “successful” (and with the goal of attaining in all categories the status of “highly successful”) in accordance with the School Success Rubric standards attached hereto as Exhibit C. To the extent District does not attain such level, then New Tech Network may terminate this Agreement or, in its discretion, require that District undertake, at District’s expense, certain remedial actions and measures. New Tech Network representatives will have access to the New Tech School during normal business hours, with prior reasonable notice and in accordance with applicable laws, to inspect the on-going operations of the New Tech School as well as to ensure compliance with this Agreement by District and the maintenance of the goodwill and reputation associated with New Tech Network, its New Tech Model and the Marks.

(d) *Data Collection.* District will permit New Tech Network to gather school-wide data from the New Tech School for use in evaluating the on-going effectiveness of the New Tech School and the New Tech Model and for improving or modifying the same, for the purpose of creating statistics and reports to support grant applications and other financial support and funding in furtherance of District’s educational interests, and for the purpose of publication in the education field.

(e) *District Input.* District will promptly notify New Tech Network should the District identify any problems or issues with the New Tech Model as it applies to the New Tech School, including any issues, errors or malfunctions in the NTN Technology, the New Tech Learning Platform and/or in the Materials (as later defined herein).

(f) *District Contributions to the New Tech Learning Platform.* District may contribute materials to New Tech Network’s electronic resource and project libraries. As between New Tech Network and the District, all right and title in and to Protected Student Data (as defined in Section 5(a)) is owned exclusively by the District. If District contributes any content or other material, excluding Protected Student Data, to the New Tech Platform (including, without limitation, to the New Tech Learning Platform) (“District Contributions”), it automatically grants New Tech Network and all users of the New Tech Platform, simultaneous with any such contribution, a perpetual, irrevocable, worldwide, transferable, and

royalty-free license to use, reproduce, modify, create derivative works and otherwise make use of such District Contributions in any manner and through any media for the benefit of New Tech Network, existing and future users or contributors to the New Tech Platform, and any other New Tech Network authorized entity. The District hereby represents warrants and covenants that maintenance, access and/or use of the District Contributions, to the fullest extent permitted in this Agreement, will not violate or infringe upon any right of publicity or privacy, intellectual property right (e.g., copyright, patent, trademark, etc.), literary right, or any other right of any person or entity.

(g) *Cooperation.* The parties will cooperate to help assure the successful implementation of the New Tech Model.

(h) *School Users.* The District is responsible for authorizing and regulating the use of the New Tech Platform by the District’s employees and agents, as well as the New Tech School’s employees, administrators, teachers, agents, students and the student’s parents or guardians (“Users”). The District is further responsible for providing each such User a unique username and passcode (“IDs”) to permit the User to access the New Tech Platform. The District will inform Users that the ID’s are not to be shared and are to be kept secure. The District agrees that the District is responsible for all of the activities of its Users, including those conducted under any IDs it issues (whether directly or through a New Tech School), and any User’s compliance with any and all terms and conditions (Terms of Service, etc.) associated with the New Tech Platform.

### **3. Fees.**

(a) *Fees.* Attached as Exhibit D is an agreed schedule for payment of compensation by District for the Services and the License.

(b) *Payment.* District will pay New Tech Network in accordance with the schedule set forth in Exhibit D within thirty (30) days of the date of any and all invoices. If scheduled payments or invoice amounts are not paid in full within thirty (30) days of their due date, New Tech Network reserves the right to add a late charge of 1% per month of the amount due, but not greater than permitted by law.

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

(a) *Ownership of NT Materials and New Materials.* New Tech Network owns and holds all right, title and interest (including, without limit, copyrights, patent, invention, trade secret, and trade and service mark rights) in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection with the License and/or the Services, including, but not limited, to the New Tech Platform and all components thereof (collectively, the “NT Materials”). District may make improvements in, additions to, changes or any other modifications to the NT Materials (“New Materials”), subject to the license in section 4(b) below. The NT Materials and New Materials do not include District Contributions or Third-Party Services, which are not owned by New Tech Network. Except for the limited use rights granted under this Agreement, neither the District nor any User shall acquire any right, title or interest in any NT Materials or New Materials. Unless the parties expressly agree otherwise in a separate mutually executed written statement, any rights to the NT Materials or New Materials not expressly granted in this Agreement are reserved to and for the sole benefit of New Tech Network.

(b) *License to New Materials.* District is not required to create any New Materials or upload them to the New Tech Learning Platform. To the extent District or any of its employees or agents

creates any New Materials and contributes them to the New Tech Platform, then District grants , and will cause its employees and agents to grant, to New Tech Network and its successors a perpetual, irrevocable, worldwide royalty-free, non-exclusive, sublicensable right and license to fully exploit and exercise all such technology and intellectual property rights in support of New Tech’s exercise or exploitation of the Services, New Materials, other work or information performed or provided hereunder.

(c) *Permitted Uses of NT Materials and New Materials under License.* Except with respect to the NTN Technology, the License includes a limited, revocable, non-exclusive, non-sublicensable and non-transferable license to District to the NT Materials and the New Materials (collectively, the “Materials”) during the Term to engage in the following solely for the purpose of establishing and operating the New Tech School and for distribution to teachers, administrators, students, and parents or guardians of students as necessary to carry out the express purposes of this Agreement: (i) reproduce such Materials in copies, (ii) prepare derivative works based upon such Materials, (iii) distribute copies of such Materials, including by way of a restricted access internet site, by electronic mail or as required by law, (iv) publicly perform such Materials to groups of teachers, administrators, students, and parents or guardians of students associated with the New Tech School, (v) publicly display such Materials by way of a restricted access internet site, by electronic mail or as required by law, and (vi) perform such Materials publicly by electronic means through a restricted access internet site. The above activities for which the License hereunder is granted herein will be limited to purposes of District’s implementation and operation of the New Tech School. District may not make any other uses of the Materials. The License granted herein is granted solely to District, and not, by implication or otherwise, to any parent, subsidiary or affiliate of such party or entity. District will ensure that all copyright and other notices and designations of New Tech Network are maintained, and are not removed, on all copies and other reproductions and uses that are made of Materials.

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

## **5. Data Sharing.**

(a) *FERPA Compliance.* District affirms that it has satisfied the requirements set forth in the Family Educational Rights and Privacy Act (20 U.S.C. 1232g et seq) and applicable regulations (“FERPA”), to permit it to disclose to New Tech Network personally identifiable information from education records maintained by the District for students at the New Tech School (“Protected Student Data”). For purposes of clarity, Protected Student Data does not include those education records shared with New Tech Network from which all personally identifiable information has been removed. Each party will comply with privacy laws (including, without limit, FERPA) applicable to it as to Protected Student Data the District provides to New Tech Network. Notwithstanding the foregoing, the District will be solely responsible for: (i) obtaining any necessary consents required under FERPA for a student’s use of the NTN Technology or the New Tech Learning Platform; and (ii) to the extent required by the Children’s Online Privacy Protection Act or other law, disclosing (via acceptable use policies or otherwise) and obtaining any required consents for the collection of data or information from users of the NTN Technology or the New Tech Learning Platform, including the use of such data or information by the District or New Tech Network. The District will make evidence of compliance with this Section 5(a), including any required consents, available to New Tech Network upon request.

(b) *Non-Use and Non-Disclosure; Duty of Care.*

(1) The District hereby covenants and agrees that, except as expressly contemplated by this Agreement or any other agreement between the District and New Tech Network, it will not at any time: (i) use Confidential Information (as defined below) of New Tech Network except as reasonably required to comply with the terms of this Agreement; or (ii) except as required or permitted by law, disclose Confidential Information of the other party to any third party, without the prior written authorization of New Tech Network. Furthermore, the District will at all times protect New Tech Network's Confidential Information with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. The term "Confidential Information" will include all technical data, know-how and information not generally known to the public and not readily ascertainable by proper means by outsiders, constituting or comprising or other information generally deemed to be of a private or personal nature in which the general public has no right of access under applicable state law. Unless specifically identified for use and distribution outside of the New Tech School constituency, all Materials are deemed to be the Confidential Information of New Tech Network.

(2) New Tech Network hereby covenants and agrees that, except as expressly contemplated by this Agreement, it will not at any time: (i) use District's Protected Student Data except as reasonably required to comply with the terms of this Agreement or provide the services described herein, including the use of the Database Host (as defined below); or (ii) except as required by law, disclose Protected Student Data to any third party, without the prior written authorization of District. Furthermore, New Tech Network will at all times safeguard the Protected Student Data with the same degree of care, but no less than a reasonable degree of care, as it treats or protects its own confidential information of a like nature. Upon request by District, New Tech Network will use commercially reasonable means or methods to allow District to access, modify, or terminate any Protected Student Data in the possession or under the control of New Tech Network.

(3) The New Tech Platform is used to upload academic and non-academic data to, and retrieve that data from, a database (the "Database"). District acknowledges that the Database will be hosted on equipment under the physical control of New Tech Network or of a reputable third-party service provider ("Database Host") as selected by New Tech Network from time to time. New Tech Network represents that it has investigated the data privacy and data security practices of such Database Host and determined that it utilizes such safeguards as are common in the industry to protect the confidentiality of Protected Student Data, including without limitation, firewalls, patch management procedures, security monitoring and response methods, and other relevant data security measures. District may obtain specific information as to the Database Host utilized by New Tech Network by contacting New Tech Network pursuant to Section 11.

(c) *Required Disclosure by District.* If the District becomes legally required to disclose Confidential Information, or any part thereof, then the District will, to the extent permitted by law, give New Tech Network prompt notice of such requirement, cooperate with New Tech Network (at New Tech Network's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Confidential Information necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, New Tech Network will be entitled to an injunction restraining the District from using or disclosing such Confidential Information in addition to any other remedy, at law or equity, which may be available to New Tech Network.

(d) *Required Disclosure by New Tech Network.* If New Tech Network becomes legally required to disclose Protected Student Data, then New Tech Network will, to the extent permitted by law,

give the District prompt notice of such requirement, cooperate with the District (at the District's cost) to the extent reasonable in taking legally available steps to narrow such required disclosure and disclose only that portion of the Protected Student Data necessary to ensure compliance with such legal requirement. In the event of any breach or threatened breach of this provision, the District will be entitled to an injunction restraining the New Tech Network from using or disclosing Protected Student Data in addition to any other remedy, at law or equity, which may be available to the District.

(e) *Data Sharing Agreement.* The parties agree to be bound by New Tech Network's Data Sharing Agreement, which is attached as Appendix E to this Agreement, and incorporated here by reference.

## **6. Term; Termination.**

(a) *Term.* The term of this Agreement will begin on the effective date and, unless terminated in accordance with Section 6(b) below, will continue through the expiration date, June 30, 2027. The term of this Agreement may be extended upon the written agreement of the parties if the extension meets the current District procurement guidelines.

(b) *Termination.* This Agreement will terminate prior to the expiration of its term as follows:

(1) At the non-breaching party's option, effective immediately, if a party materially breaches, violates or otherwise fails to comply with any of the terms contained in this Agreement and fails to cure such breach within thirty (30) days of receiving written notice of such breach from the non-breaching party;

(2) Automatically and effective immediately, if either party makes an assignment of this Agreement for the benefit of its creditors, becomes insolvent or seeks protection under any bankruptcy, receivership, trust deed, creditor's arrangement or composition, or if any comparable involuntary proceeding is instituted against such party and is not dismissed within ninety (90) days of such institution; or

(3) At New Tech Network's option, effective immediately, if District fails to pay any amount due under this Agreement within thirty (30) days of its due date.

(4) At either party's option, for its convenience and without cause, upon at least sixty (60) days' written notice ("Notice") to the other party. Upon receipt of a Notice from District of such termination, New Tech Network will cease operations as directed by the District in the Notice, take actions necessary or as the District may reasonably direct for the preservation of students' work and records, if any, in New Tech Network's possession, and, except for the work directed to be performed prior to the effective date of the termination stated in the Notice (which will not be less than 60 days from the date the Notice is mailed), terminate any and all existing subcontracts entered into by New Tech Network solely in furtherance of this Agreement and enter into no further subcontracts. New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement) resulting from any action requested by the District in the Notice.

(c) *Effect of Termination.*

(1) If this Agreement is terminated due to the expiration of the Term and not due to any breach of District and during the Term District was in full compliance with this Agreement, then

District will be permitted to continue to use under the License the Materials, so long as District will have executed a separate agreement with New Tech Network in which District agrees to make appropriate use of such licensed Materials, to protect the confidentiality of the Materials and to pay such ongoing fees as are negotiated in connection with the use of and support for the Materials.

(2) If this Agreement is terminated for any reason, including, without limit, due to the expiration of the Term, and if the District and New Tech Network have not extended this Agreement or entered into another agreement concerning the operation of the New Tech School pursuant to the New Tech Model: (i) the District will: (a) promptly cease to use the Materials, (b) promptly cease to use any of the Marks, and (c) no longer represent that it is a member of the New Tech Network; and (ii) New Tech Network may immediately deactivate District’s account and, following a period of not more than 30 days, New Tech Network will be entitled to delete District’s data from the Database, provided that New Tech Network will, during such period, grant District limited access for the sole purposes of permitting District to retrieve Protected Student Data and District Contributions.

(d) *Survival of Obligations.* Upon termination of this Agreement for any reason, District will promptly pay to New Tech Network all outstanding amounts due under this Agreement. The parties further agree to refrain from making public statements or otherwise announcing or publishing in a public forum statements or comments that disparage the other party. Such obligation to pay will survive termination of this Agreement along with all of the following provisions of this Agreement: 3 through 20.

## **7. Limitations.**

(a) *Limitation of Liability.* In no event will New Tech Network’s liability to District arising out of or related to this Agreement or the License or the Services provided hereunder, whether based on an action or claim in contract or tort, including negligence, strict liability, or warranty, exceed the compensation New Tech Network receives for the License or the Services provided under this Agreement.

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

(c) *Limited Warranty.* NEW TECH NETWORK REPRESENTS AND WARRANTS THAT THE NTN TECHNOLOGY WILL CONTAIN FUNCTIONALITY SUBSTANTIALLY CONSISTENT WITH THAT DESCRIBED IN EXHIBIT A TO THIS AGREEMENT AND THAT THE SERVICES WILL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS EXPRESSLY PROVIDED FOR IN THIS SECTION 7(C): (I) NEW TECH NETWORK DOES NOT MAKE ANY WARRANTY, EXPRESSED OR IMPLIED, WITH RESPECT TO THE LICENSE OR THE SERVICES, NEW TECH PLATFORM OR ANY PRODUCTS/GOODS PROVIDED UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT; (II) THE DISTRICT EXPRESSLY AGREES THAT USE OF THE NEW TECH PLATFORM IS ON AN “AS IS” AND “AS AVAILABLE” BASIS. WITHOUT LIMITING THE FOREGOING AND TO THE FULLEST EXTENT PERMITTED BY LAW, NEW TECH NETWORK DISCLAIMS ANY AND ALL: (1) WARRANTIES CONCERNING THE AVAILABILITY, ACCURACY, SECURITY, USEFULNESS, TIMELINESS, OR INFORMATIONAL CONTENT OF THE NEW TECH PLATFORM; (2) WARRANTIES RELATED TO THIRD PARTY SERVICES AND/OR DISTRICT CONTRIBUTIONS; AND (3) WARRANTIES THAT ERRORS IN ANY SOFTWARE WILL BE CORRECTED.

(d) *Claims.* Any claims by District arising out of or related to this Agreement or the License or the Services provided hereunder, whether in an action in contract, tort, strict liability or negligence, or other actions, must be brought within one year of the termination of this Agreement or such claims will be forever barred.

**8. Notification of Claims.** In the event of a claim by a third party arising as a result of the License or the Services provided hereunder, each party or its legal representative will promptly notify the other party in writing of any such claim or lawsuit and forward all related documents to the other party.

**9. Governing Law; Jurisdiction and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Texas, without application of conflicts of laws principles and as if this Agreement were negotiated, executed, delivered and fully performed entirely within the State of Texas, Travis County. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought in the courts of the State of Texas in Travis County, or, if it has or can acquire jurisdiction, in the United States District Court serving Travis County, and each of the party's consents to the jurisdiction of such courts in any such action or proceeding and waives any objection to venue laid therein.

**10. Indemnification.** New Tech Network will defend, indemnify and hold harmless the District against any and all third party liability (including damages, recoveries, deficiencies, penalties and legal fees) in each case solely to the extent such costs and damages are payable to unaffiliated third parties, arising from or in connection with New Tech Network's infringement of a U.S. intellectual property right, or New Tech Network's gross negligence or willful misconduct in connection with the Services. New Tech Network's obligation to indemnify the District from and against any losses arising from a Claim (defined below) will not apply to the extent that the Claim arises from (a) District's use of the Services in a manner that is not permitted under this Agreement, (b) modifications to the Services made by anyone other than New Tech Network; (c) the combination of the Services with hardware or software not made by New Tech Network, or with third-party services, processes or materials where the infringement or misappropriation would not occur but for such combination; (d) District's continued use of the Services or other allegedly infringing activity after receiving notice of the alleged infringement; and/or (e) any version of the Services that is no longer supported by New Tech Network. New Tech Network's indemnification obligations hereunder are conditioned upon the District providing New Tech Network with (i) prompt notice of the potentially indemnifiable claim ("Claim"), (ii) sole control over the defense and settlement of such Claim, and (iii) at District's expense, reasonable cooperation in the defense and settlement of such Claim.

**11. Independent Contractor.** The parties understand and acknowledge that New Tech Network is an independent contractor, and will not be deemed an employee, partner, or joint venturer of District with respect to the services performed hereunder for any purposes whatsoever. New Tech Network also understands that it is responsible, according to law, to pay its own federal, state and local income taxes and employment taxes with respect to all compensation received from District hereunder.

**12. Communications and Notices.**

(a) *Regular Communications.* The representative for each party for all regular communications during the course of providing Services hereunder is as follows: **New Tech Network:** Edwin Derecho, Chief Financial and Operations Officer, ederecho@newtechnetwork.org, (707) 253-6951; **District:** Rosy Bega-Barrio, Superintendent, rvegab@tisd.us, (915) 765-3000. Such representatives can be changed by a notice in writing provided to the other party at the addresses noted below.

(b) *Legal or Formal Communications.* All notices of a legal or formal nature must be in writing and sent (a) in person, (b) by certified or registered mail, (c) by overnight delivery carrier for next day delivery, (d) by facsimile, or (e) email, in each case to the address listed below (or if notice of a new address is given in accordance with this Agreement, the new address):

If to New Tech Network:                      New Tech Network  
Attn: CEO/President  
952 School Street #311  
Napa, CA 94559

If to the District:                              Tornillo Independent School District  
Attn: Superintendent  
19200 Cobb Avenue  
Tornillo, TX 79853-0170

**13. Binding Effect.** This Agreement will be binding upon and inure to the benefit of both District and New Tech Network and their permitted successors and permitted assigns.

**14. Severability of Provisions.** If any part, term or provision of this Agreement is held by any court to be unenforceable or prohibited by any law applicable to this Agreement, the rights and obligations of the parties will be construed and enforced with that part, term or provision limited so as to make it enforceable to the greatest extent allowed by law, or, if it is totally unenforceable, as if this Agreement did not contain that particular part, term or provision.

**15. Waiver.** Any of the terms, conditions or provisions of this Agreement may be waived at any time and from time to time in writing by the party entitled to the benefit thereof without affecting any other term, condition or provision of this Agreement. No waiver will be effective unless it is in writing. The waiver by any party hereto of any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of any other term, condition or provision or of any subsequent breach of the same term, condition or provision. A party's failure to enforce its rights resulting from any breach of any term, condition or provision of this Agreement will not operate or be construed as a waiver of breach.

**16. Entire Agreement.** This Agreement, the Exhibits attached hereto, the Trademark Use Policy, the website user agreement and the privacy policy for the NTN Technology constitutes the entire agreement and understanding between the parties and supersedes all prior agreements and discussions with respect to the subject matter hereof. The parties expressly agree that to the extent that form purchase orders, confirmations, acceptances and invoices, or similar documents, are used to facilitate specific services any conflicting, additional or different terms provided by District will be of no force and effect and the terms of this Agreement will control such interpretations unless a separate signed writing/amendment authorizes such terms.

**17. Assignment.** This Agreement (including any rights or licenses herein) may not be assigned by District without the written consent of New Tech Network. New Tech Network may assign this Agreement to an organization affiliated with New Tech Network.

**18. Amendment.** This Agreement may be amended or modified only in a writing signed by both New Tech Network and District; provided, however, that New Tech Network may, from time to time, without the written consent of District, amend the terms of any of Exhibit A through C as New Tech Network deems appropriate to improve the New Tech Model, the Trademark Usage Policy, the website user agreements and privacy policy. New Tech Network will notify the District of any such amendments. If

District does not object in writing to the amendments within 30 days from the date of the notification, the District will be deemed to have accepted the amendments. If the District timely objects to one or more amendments and such objections are not resolved to District's satisfaction, the District may terminate this Agreement pursuant to Section 6.

**19. Force Majeure.** New Tech Network will not be responsible or liable for any delay in the performance of its obligations under this Agreement arising out of or caused by acts of God; earthquakes, fire, flood, wars, acts of terrorism, civil or military disturbances, epidemics, riots, interruptions, loss of utilities or communications, Internet service provider failures, accidents, labor disputes (other than involving New Tech Network employees), acts or civil or military authority or governmental action or any other circumstances beyond the reasonable control of the party; it being understood that New Tech Network will use reasonable efforts to resume performance as soon as reasonably practicable under the circumstances.

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

**NEW TECH NETWORK**

**TORNILLO INDEPENDENT SCHOOL DISTRICT**

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

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

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

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

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

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

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

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



Exhibit A  
**Services**  
**Planning and Startup**

<b>School Planning Support</b>
<p>Prior to launching the NTN model at your school, NTN will work closely with your leadership team to design and customize your New Tech Model implementation within your school community and will include:</p> <ul style="list-style-type: none"> <li>• <u>School Design and Implementation Consulting</u> which will include customized planning support from our experts and access to NTN proprietary planning resources and project and content libraries.</li> <li>• <u>Planning and Implementation Support</u> which will include monthly 1:1 planning calls with the school leadership team and stakeholders to build readiness toward NTN implementation.</li> <li>• Your NTN consultant will spend a minimum of one onsite day to be customized to meet the needs of the school, may include activities such as:               <ul style="list-style-type: none"> <li>○ NTN Executive Tours - an in-person guided tour at an NTN school provides an opportunity to visit classrooms, talk with teachers, students, and school and district leaders.</li> <li>○ Planning Visit - an onsite visit from an NTN Director of School Development to engage stakeholders, raise awareness, and assess progress toward implementing the NTN model.</li> </ul> </li> </ul>

<b>NTN New School Staff Trainings</b>		
<b>Spring 2025</b>	<p><b>NTN Residency</b>            NTN Residency focuses on the intersection between the NTN school model and your school’s context through experiencing a current NTN school. Your team will explore the focus areas of the NTN model, further develop professional culture, prepare for project design, take a deep dive into the NTN Learning Outcomes, connect with current NTN teachers and students, and more. This service includes one day onsite at a New Tech School followed by one day virtual workshop (two consecutive 3-hour sessions to be scheduled within 2 weeks after the onsite event). All staff members involved with your first year of implementation should attend, including instructional leaders, as they will be working as a team throughout the event.</p>	# of Teachers: 25
<b>Spring – December 2025</b>	<p><b>Leadership Institute</b>            This is a connected series of virtual learning experiences designed to support the New Tech Director/Principal’s leadership on a path for continued growth and development as they launch the NTN implementation. Beginning just prior to NTN Residency and continuing through the initial stages of implementation, new NTN Directors/Principals will engage as participants in a virtual community of learners. These sessions will be facilitated by a NTN School Leadership expert who will provide participants with an introduction of the NTN model, it’s practices and processes through a combination of individualized 1:1 meetings as well as community cohort meetings.</p>	# of Principals: 1
<b>Summer 2025</b>	<p><b>New Schools Training (NST) – Onsite</b>            This event occurs locally in your district over the summer. It is an intensive 4-day experience that will provide an opportunity for participants to learn about the New Tech Network design. Staff from new schools joining the New Tech Network in fall will learn best practices in authentic, inquiry-based project- and problem-based learning (PBL/PrBL), school culture, and technology that work together to produce a learning environment that enables all students to experience deeper learning and be college and career ready. New Tech Principal/Director, year one New Tech staff, and Echo Administrator (if using Echo) are expected to attend. Provides registration and access to track materials and resources.</p>	# of Teachers: 25



NTN National Events	
<ul style="list-style-type: none"> <li>➤ Each of the following events describes the number of staff designated to participate. Event costs covered by New Tech Network are detailed in the Fee Schedule.</li> <li>➤ Selected meals will be provided for a designated number of participants in all in-person tours, trainings, events, and conferences.</li> <li>➤ District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots at NTN events are non-transferable between event types or contract years.</li> <li>➤ Based on availability, additional participants may attend an event for an additional cost to be determined by New Tech Network.</li> <li>➤ District is responsible for all costs not covered by New Tech Network, including, without limit, staff travel to/from New Tech Network trainings, events and conferences, hotel costs, personal expenses, and meals not covered by New Tech Network.</li> <li>➤ NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.</li> </ul>	
	# of Participants
<p><b>New Tech Annual Conference</b></p> <p>This event provides principals, teachers, and staff with an opportunity to continually sharpen skills, share best practices, and network with like-minded professionals from around the country. New Tech Network's marquee professional learning event, and includes registration, select meals, all general conference sessions, access to specialized tracks including NTN101 training, with access to all materials and resources.</p>	<p>Yr1: NST Yr2: 0</p>
<p><b>Leadership Summit</b></p> <p>Each spring school and district leaders come together for three days of impactful learning, meaningful connection, and authentic community building. Designed to cultivate leadership mindsets and advance educational innovation, New Tech Network's Leadership Summit offers a tailored program addressing key challenges and opportunities in educational leadership. Through collaborative sessions and shared experiences, leaders gain practical insights and innovative strategies to guide towards lasting impact.</p>	<p>Yr1: 2 Yr2: 2</p>
NTN School Coaching	
Coaching Sequence	Quantity
<p><b>Model School Coaching Package</b></p> <p>These five onsite coaching days are focused on core aspects of the NTN school model such as assessing learning outcomes, developing a positive culture, and designing high quality projects in years 1 &amp; 2 of model implementation. This service includes up to 15 hours of remote access per year to a coach for teachers and leaders. NTN staff work with School Leadership Teams to identify professional learning opportunities (including whole team, small group, and individual coaching) throughout the school year.</p>	<p>Yr1: 5 days Yr2: 5 days</p>
<p><b>Coaching for Leadership and School Teams - Onsite</b></p> <p>This coaching support is based on the specific needs of the school and includes an onsite visit from an NTN coach and remote support for planning time with the school leadership team. Focus areas for the leadership team could include revisiting and/or developing the school journey map, co-designing and co-facilitating professional development to meet the school's School Success Rubric goals, or classroom learning walks. Teacher focus areas could include elements of PBL, cultural practices, instructional practices, assessment practices, or foundational practices for new teachers.</p>	<p>Yr1: 1 day Yr2: 1 day</p>



**NTN Content and Community**

New Tech Network members have access to a platform of digital resources that provide another channel for school leaders and teachers to get support. Required for Network Membership, so that all schools are able to access content and resources for coaching, workshops, and NTN events.

**NTN Content:**

- Resource Library NTN’s Help and Learning Center contains hundreds of articles and resources in support of implementing the New Tech model. Topics include building a positive culture on campus, designing high quality PBL units, balancing assessment of content and critical skills, innovative scheduling approaches, and more.
- Project Library A searchable collection of formally vetted and informally shared PBL units easily imported into Echo courses. High quality vetted exemplar units and NTN Starter Sets contain entry events, rubrics, scaffolding activities, and assessments. Browse and copy both published and unpublished content in courses across the network to see what other teachers are doing. Once downloaded, teachers can modify the unit for their context and learning objectives.
- NTN Educator Essentials Course This asynchronous course is designed for educators familiar with project-based learning to improve their knowledge and skills and learn about new developments from NTN. This course is not intended to replace NTN101.

**NTN Community:**

- NTN Slack Community - The NTN Slack Community is a digital space created to shorten the distance between members of New Tech Network. Within the community, members can connect with one another, collaborate, share ideas, ask for feedback and more.

2025-26	2026-27
# of Staff: 25	# of Staff: 25
<i>District may purchase additional staff access to NTN content for a fee determined by New Tech Network.</i>	

**Echo Platform**

Echo™ is a robust, feature-rich learning management system designed to support innovative instructional strategies like PBL, personalized learning, and high differentiated instruction. Echo allows teachers to create courses and content that students and parents can access digitally. Students can submit assignments, participate in discussions, take notes, access resources, and track their performance from any computer. Using Echo’s unique multi-outcome scoring gradebook, schools can emphasize critical skills like communication and collaboration across all courses to provide a more holistic view of student performance.

**Echo Training and Support**

- Access to the Echo Help Desk with searchable articles and quick start guides for teachers, students and parents.
- Self-paced, Video based, self-paced training courses for teachers.
- Specialized virtual courses for Echo Lead, Echo Admin, and School Leadership roles.
- Access for designated individuals to submit support requests.

2025-26	2026-27
# of Staff: 25	# of Staff: 25
# of Students: 0	# of Students: 0
<i>District may purchase additional staff and/or student Echo licenses for a fee determined by New Tech Network.</i>	



**Data Services**

NTN data services to School and District includes:

- New Tech Network provides optional surveys for students and educators about their perception of school culture and/or climate.
- New Tech Network will communicate other opportunities to schools that arise and are deemed appropriate fit including case studies, external research activities, pilot programs, and external assessments.
- New Tech Network will provide information on the size, demographics, and health of the network.

District agrees to cause School to:

- Provide high school graduation rate, student enrollment counts, teacher counts, and school level demographic data percentages when requested by NTN.
- Share results with NTN if the school participates in third party research activities.
- Participate in efforts to track high school students' college enrollment, persistence and graduation through National Student Clearinghouse, or similar, by submitting a high school graduation roster to National Student Clearinghouse.

**Additional Services Based Upon Performance**

- NTN will regularly monitor and provide recommendations around support and differentiated services.
- In some cases, (i.e., high staff turnover, missed training, etc.), New Tech Network will recommend additional support services at additional cost to School or District. Typically, additional fees will not exceed 10% of the following year's fee (or, 10% of the prior year's fee in the last year of the Agreement) except in extreme circumstances, including without limit, 50% or more staff turnover at School or a change of School leadership.



New Tech Network

Exhibit D  
**Fee Schedule**

**Tornillo High School**

<b>Service Phase</b>	<b>Fee Amount</b>	<b>NTN Invoice Date</b>
Planning & Start-Up Support	\$ 23,800	NTN invoice sent upon receipt of signed contract
Year 1 Implementation, SY2025-26	\$ 121,400	July 1, 2025
Year 2 Implementation, SY2026-27	\$ 73,400	July 1, 2026
<b>Total NTN fees not to exceed*</b>	<b>\$ 218,600</b>	

\* Except for “make-up” training, supplemental attendees at professional development events, additional coaching or other services or as set forth herein, the fees set forth in the payment schedule above represent the maximum fees payable to New Tech Network for each year in the Agreement. At New Tech Network’s option, certain of the fees set forth above may be reduced if New Tech Network determines, in its sole discretion, that the School exceeds benchmarks established by New Tech Network.

To ensure successful implementation, the District and School will make every effort for staff to participate in New Tech Network training events. District is responsible for additional costs for training staff unable to attend scheduled New Tech Network professional development events.

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



New Tech Network

## Exhibit E

# Data Sharing Agreement

This Data Sharing Agreement, herein referred to as “DSA”, for confidential data sharing is entered into by and between District and New Tech Network in connection with the School Agreement) who, as parties to the DSA, elect to accept these terms. The scope of the project addressed in this DSA is limited to the use of teacher and student data solely for the purpose of calculating school level information to assist in evaluating the ongoing effectiveness of the New Tech Model, supporting college access for students, creating statistics and reports to support grant applications and other financial support in furtherance of District’s educational interests, providing formative feedback to the New Tech schools, and for use in calculating network level results included in education publication.

THEREFORE, the parties agree to the following terms of this DSA:

1. **Data Sharing.** The data shall be provided by District to New Tech Network. New Tech Network agrees that, as between the parties, the data transferred from District to New Tech Network is and shall remain the sole and exclusive property of the District. The format of the data will vary depending on integration method and requirements. Any data received by New Tech Network pursuant to this DSA shall be destroyed when it is no longer needed for the designated purpose. District represents and warrants that it has all necessary rights to share data as set forth herein for the purposes and use set forth in this DSA. District will not provide to New Tech Network or to New Tech Network’s data partners individually identifiable health information that falls under the protection of the Health Insurance Portability and Accountability Act (“HIPAA”), data that deals with confidentiality provisions of the Patient Safety Rule, and social security numbers.

In consideration of the analytics and information provided to District by New Tech Network in connection with this DSA, District hereby grants New Tech Network a non-exclusive, royalty-free, fully paid-up, worldwide license to use the District data for the following purpose: access, process and analyze the data internally [as well as share the data in an aggregated form, subject to obligations of confidentiality with respect to any personally identifiable information.]

2. **Confidentiality.** New Tech Network will maintain the confidentiality of any and all student data obtained from District as a part of this DSA. The confidentiality requirements under this paragraph shall survive the termination or expiration of this DSA or any subsequent agreement intended to supersede this DSA. To ensure the continued confidentiality and security of the student and staff data processed, stored, or transmitted under this DSA, New Tech Network shall establish a system of safeguards that will at minimum include the following:
  - a. New Tech Network shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all data, including electronically maintained or transmitted data received from, or on behalf of District. This obligation will be extended by contract to all subcontractors used by New Tech Network.
  - b. New Tech Network and its employees, subcontractors and agents involved in the handling, transmittal, and/or processing of data provided under this DSA will be required to maintain the confidentiality of all student and staff-related personally identifiable information.
  - c. Procedures and systems that shall require the use of secured passwords to access computer databases used to process, store, or transmit data provided under this DSA.
  - d. Procedures and systems, such as good practices for assigning passwords, shall be developed and implemented to maintain the integrity of the systems used to secure computer databases used to process, store, or transmit data provided under this DSA.



## New Tech Network

- e. Procedures and systems that are designed to ensure that all confidential student and staff data processed, stored, and/or transmitted under the provisions of this DSA shall be maintained in a secure manner that prevents the interception, diversion, or other unauthorized access to said data.
  - f. The procedures and systems developed and implemented to process, store, or transmit data provided under this DSA shall ensure that any and all disclosures of confidential student and staff data comply with all provisions of applicable federal and state laws (including without limitation the Family Educational Rights and Privacy Act (FERPA)) relating to the privacy rights of students and staff as such laws are applicable to the parties to this DSA.
  - g. New Tech Network shall return to District all data or any portions thereof requested by District, or, at District's election, New Tech Network shall destroy all or any part of District's data that is within the possession or control of New Tech Network and shall upon request by District, provide certification of such destruction.
3. Entire Agreement. This DSA supplements and amends the School Agreement only with respect to the express subject matter herein, and the School Agreement is otherwise not affected. In the event of a conflict between this DSA and the School Agreement, the provision of this DSA shall prevail only with respect to the subject matter herein.
  4. Execution. Each of the persons agreeing to this DSA on behalf of a party or entity other than a natural person represents that he or she has authority to sign on behalf and to bind such party.
  5. Assignment. None of the signatories to this DSA may assign their rights, duties, or obligations under this DSA, either in whole or in part, without the prior written consent of the other signatories to this DSA, except that either party may assign this DSA to a successor of all or substantially all of the assigning party's business or assets.
  6. Severability. If any provision of this DSA is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this DSA such provision shall be fully severable. This DSA shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this DSA.
  7. Waiver. Waiver by any signatory to this DSA of any breach of any provision of this DSA or warranty of representation set forth herein shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right under this DSA shall not operate as a waiver of such right. All rights and remedies provided for in this DSA are cumulative.
  8. Modification and Amendments. This DSA may be amended or modified at any time only by mutual agreement of the authorized representatives of the signatories to this DSA. District and New Tech Network further agree to amend this DSA to the extent amendments are required by an applicable law or policy issued by an appropriate regulatory authority if the amendment does not materially affect the provisions of this DSA. However, if new laws, policies, or regulations applicable to District and New Tech Network are implemented which materially affect the intent of the provision of this DSA, the authorized representatives of the signatories to this DSA shall meet within a reasonable period of time, from the date of notice of such change of law, policy, or regulations, to confer regarding how and/or if those laws, policies, or regulations will be applied or excepted.
  9. Term of this DSA. This DSA shall be in effect for a term commencing from the effective date, which is the date when the DSA is fully executed by both parties, until the date the current business relationship as set forth in the School Agreement ends between District and New Tech Network.



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March 3, 2025

**Tornillo Independent School District (“District”)**

**19200 Cobb Avenue**

**Tornillo, TX 79853**

**RE: Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant (“Grant”), through June 30, 2027.**

**AWARD DETAILS**

Tornillo High School has been awarded a Grant for \$200,000 that is to be used only to supplement District contributions to the separate New Tech School Agreement for “The New School Model” between New Tech Network and Tornillo Independent School District for Tornillo High School, referred to below. Subject to and conditional upon (a) the terms and conditions of this Agreement and the New Tech School Model Agreement (and full compliance therewith) and (b) the terms and conditions of (and the availability of funds under) NTN’s related grant from the Bezos Family Foundation (the “Bezos Grant”), the award will be issued in the following amounts and corresponding school years:

- Planning year, 2024-2025, \$23,800
- Year 1 implementation, 2025-2026, \$112, 800
- Year 2 implementation, 2026-2027, \$63,400

**DISTRICT COMMITMENTS:**

- **New Tech Network Whole School Model Implementation:** Tornillo High School and District commit to completing the 2-year implementation plan outlined in the Agreement through the expiration date, June 30, 2027.





## NTN Texas Rural Innovation Grant Terms and Conditions

### Essential terms and conditions:

The term of this Grant Agreement will begin on May 1, 2025, and will continue through the expiration date, June 30, 2027, subject to earlier termination of this Agreement, the Agreement or the Bezos Grant.

District understand and agree (i) that a mutually agreed New Tech Model agreement directly between District and New Tech Network for implementation of the New Tech Model is required in order for District to become a member under the New Tech Network School, (ii) that entering into this Agreement does not give District any rights to use any New Tech Network branding; such rights, if any, will be as stated in the Agreement, (iii) that the Grant funds provided or made available hereunder may only be used to pay NTN amounts payable to NTN under the New Tech Model Agreement, (iv) that no Grant funds will be available if the Agreement is not in place by May 1, 2025, and (v) that NTN may from time to time hold tours and events at Tornillo High School for recruiting purposes.

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

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

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

*Termination:* NTN reserves the right to terminate this Agreement and/or terminate or delay availability of all or any part of the Rural Innovation Grant if the District fails to meet one or more of its commitment under this Agreement or the New Tech Model Agreement or if funding under the Bezos Grant is curtailed or if the New Tech Model Agreement is not entered into by June 30, 2025. In the event of non-performance by District, NTN will provide notice of termination to the District with the specifics of non-performance and give the District 10 days correct the outlined deficiencies (but NTN may withhold availability of all or any part of the Grant at any time after the noncompliance commences).





## NTN Texas Rural Innovation Grant Terms and Conditions

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

*Miscellaneous:* This Agreement, together with the New Tech Model Agreement represents the entire agreement between District and NTN with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between District and NTN with respect thereto. This Agreement may be amended or waived only by a writing executed by both parties. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by District, and any such attempted assignment or transfer shall be void and without effect. NTN may freely assign or delegate its rights and obligations hereunder in whole or in part. For the avoidance of doubt, the Tornillo High School is subject to and will abide by all the limitations on and all the obligations and commitments of District in this Agreement or in the New Tech Model Agreement.

Best regards,

Edwin Derecho, CFOO  
New Tech Network

**Acknowledged and Agreed:**

**Tornillo Independent School District**

Signed \_\_\_\_\_

Printed \_\_\_\_\_

Date \_\_\_\_\_



## (LOCAL) Policies Packet

For your convenience, this file contains *only* the local policies from your school district's TASB update packet.

### What is in this packet?

- Instruction sheet for recommended (LOCAL) policies
- Explanatory Notes for recommended (LOCAL) policies
- Clean copies of recommended (LOCAL) policies
- Annotated (redlined) copies of recommended (LOCAL) policy changes

### This is not the full update packet.

To retrieve your district's full update packet, log in to Policy Online® and visit My Policy Manual > Local Manual Updates > Numbered Updates.

### What is in the full update packet?

The full update packet contains:

- A summary of the overall policy update
- (LEGAL) policies and (EXHIBIT) documents that describe the statutory framework in which your local policies must operate
- Instructions and Explanatory Notes for every policy change, not just the (LOCAL) policies
- Guidance on how to:
  - Present recommended policy changes to the board
  - Keep minutes
  - Notify TASB of board action
  - Maintain your historical record
  - Update your administrative regulations

### Copyright and Disclaimer

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This information is provided for educational purposes only to facilitate a general understanding of the law or other regulatory matter. This information is neither an exhaustive treatment on the subject nor is this intended to substitute for the advice of an attorney or other professional adviser. Consult with your attorney or professional adviser to apply these principles to specific fact situations.

Instruction Sheet  
TASB Localized Policy Manual Update 124

**Tornillo ISD**

<b>Code</b>	<b>Type</b>	<b>Action To Be Taken</b>	<b>Note</b>
CAA	(LOCAL)	Replace policy	Revised policy
CDA	(LOCAL)	Replace policy	Revised policy
CY	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
EHB	(LOCAL)	Replace policy	Revised policy
EHBB	(LOCAL)	Replace policy	Revised policy
FFG	(LOCAL)	Replace policy	Revised policy
GKA	(LOCAL)	Replace policy	Revised policy

# Explanatory Notes

## TASB Localized Policy Manual Update 124

### Tornillo ISD

#### **CAA(LOCAL) FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS**

Recommended revisions to this local policy at Federal Awards Disclosure are to align text with updated rules regarding federal grants found in the Code of Federal Regulations. This guidance became effective October 1, 2024, and is reflected in CBB(LEGAL). The phrase "or designee" is recommended for deletion throughout the policy, except in places where the designation of another individual could be in place of the superintendent or board president and not just the superintendent as is the case in most other policies.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

#### **CDA(LOCAL) OTHER REVENUES: INVESTMENTS**

The section on Sellers of Investments is recommended for revision to specify that representatives with distributors of investment pools must be registered with the Texas State Securities Board, have membership in the Securities Investor Protection Corporation, and be in good standing with the Financial Industry Regulatory Authority. Distributors of investment pools must also be registered in good standing with the Municipal Securities Rulemaking Board.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

#### **CY(LOCAL) INTELLECTUAL PROPERTY**

Revisions are recommended throughout this local policy to clarify the circumstances under which the district's intellectual property may be used and where ownership of intellectual property lies when material is created by a district employee. Other recommended revisions clarify how district employees may use other copyrighted material, including copyrighted material used for performances and displays in instruction.

#### **DH(LOCAL) EMPLOYEE STANDARDS OF CONDUCT**

At Weapons Prohibited, new text is recommended since our records indicate the district has authorized specific employees to possess a firearm as part of the district's safety and security plan.

The provisions addressing tobacco and e-cigarettes are recommended for revision to include nicotine products regardless of whether the product contains tobacco. This language aligns with the language included in the Model Employee Handbook.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

#### **EHB(LOCAL) CURRICULUM DESIGN: SPECIAL PROGRAMS**

Recommended revisions to this local policy on Special Programs reflect updated Administrative Code rules addressing dyslexia and related disorders, specifically inclusion of references to the *Dyslexia Handbook* and admission, review, and dismissal (ARD) committee decisions.

#### **EHBB(LOCAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS**

Changes to the Texas State Plan for the Education of Gifted/Talented Students, approved by the State Board of Education in September 2024, prompted updates in terminology throughout this local policy.

# Explanatory Notes

## TASB Localized Policy Manual Update 124

### **Tornillo ISD**

Recommended revisions at Funding are to align the text with requirements in the Education Code and in Administrative Code rules.

#### **FFG(LOCAL)**

#### **STUDENT WELFARE: CHILD ABUSE AND NEGLECT**

Under Reporting Child Abuse and Neglect, a new subsection on Oral Reports is recommended to comply with revisions to the Family Code and Administrative Code. Recommended revisions at Making a Report are to clarify new requirements in the Education Code stating that reporting individuals must provide their name and contact information when making a report. The policy still states that the identity of a person making a report of suspected child abuse or neglect shall be kept confidential and disclosed only in accordance with the law.

#### **GKA(LOCAL)**

#### **COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES**

Recommended language prohibiting electronic vaporizing devices has been added to the Tobacco and E-Cigarettes section of this local policy.

The Legal Issues in Update 124 memo, available with your Update 124 materials under [Local Manual Updates](#) on Policy Online (TASB login required), describes common legal concerns and best practices specific to this policy's topic.

For the purpose of this policy, stakeholders shall include all Board members, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who maintain a business relationship with the District.

Stakeholders shall be required to act with integrity and diligence in duties involving the District's fiscal and other resources. Stakeholders shall be expected to carry out their responsibilities in compliance with all applicable federal, state, and local guidelines.

It shall be the stakeholders' responsibility to protect District assets and be alert to the potential risk of theft of property, services, and anything of value, as well as fraud, misappropriation, or financial impropriety. Stakeholders have an obligation to report fraud or financial impropriety when they are aware or suspect that it is occurring.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

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**Note:** See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
    - for Board members — BBF
    - for employees — DH
  - Financial conflicts of interest:
    - for public officials — BBFA
    - for all employees — DBD
    - for vendors — CHE
  - Compliance with state and federal grant and award requirements: CB, CBB
  - Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
  - Systems for monitoring the District's investment program: CDA
  - Budget planning and evaluation: CE
  - Compliance with accounting regulations: CFC
-

- 
- Activity fund management: CFD
  - Criminal history record information for employees: DBAA, DC
  - Disciplinary action for fraud by employees: DCD, DCE, and DF series
- 

**Fraud and Financial Impropriety**

Fraud and financial impropriety, in the actions of stakeholders, violates federal and state laws and Board policies, and shall be considered unacceptable. Stakeholders shall be expected and directed to refrain from engaging in any action that constitutes fraud or financial impropriety, as defined below.

Definition

“Fraud” shall be defined as a misrepresentation or concealment with reference to some fact material to a transaction that is made with knowledge of its falsity or in reckless disregard of its truth or falsity and with the intent to deceive another and that is reasonably relied on by the other who is injured thereby.

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, if prohibited by law or Board policy. [See BBFA, CB, CBB, and DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.
10. Failure to provide financial records required by federal, state or local entities.

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11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances or other business of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

**Financial Controls and Oversight**

Each employee who supervises or prepares District financial reports, transactions, or other reports shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

**Fraud Prevention**

The Superintendent shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District. This shall include periodic ethics and fraud awareness training for all employees, established procedures for reporting fraud, and a periodic assessment specifically designed to evaluate the risk of fraud in the District.

Ethics and Fraud Awareness Training

Ethics and fraud awareness training shall be provided to all employees in odd-numbered years. The training shall include the fraud policy, how fraud occurs, fraud awareness, and what can be done to minimize fraud risk.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Reports of fraud or financial impropriety must be made in good faith. An employee who knowingly makes a false allegation of fraud or financial impropriety shall be subject to administrative action.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

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<i>Protection from Retaliation</i>	Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]
<b>Fraud Investigations</b>	<p>In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent shall promptly investigate reports of potential fraud or financial impropriety.</p> <p>If a report is made of potential fraud or financial impropriety involving the Superintendent, the Board President or its designee shall lead the investigation and coordinate with legal counsel and other internal or external departments or agencies, as appropriate.</p> <p>An individual or department assigned the responsibility of investigating fraud or financial impropriety shall be granted free and unrestricted access to all District records, premises, and personnel.</p> <p>Information regarding the status or outcome of an investigation shall be disbursed on a need-to-know basis, unless authorized by the Superintendent.</p>
Response	<p>If an investigation substantiates a report of fraud or financial impropriety, the Superintendent shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.</p> <p>If an employee is found to have committed fraud or financial impropriety, the Superintendent shall take or recommend appropriate disciplinary action, which may include termination of employment. An employee who hinders or obstructs the reporting of fraud or fraud inquiry, or who failed to report suspected or known fraudulent activities, may be subject to disciplinary action, which may include termination of employment. An employee terminated under this policy shall not be eligible for reemployment by the District.</p> <p>If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor. The District may discontinue any future business with vendors whose relationship has been terminated under this policy.</p> <p>When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.</p> <p>The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement</p>

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or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards  
Disclosure

In connection with federal awards, the District shall promptly disclose in writing whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal award. [See CBB]

**Analysis of Fraud**

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

**Communication of Policy**

This policy shall be distributed to all employees through ethics and fraud awareness training, new employee orientation, and the employee handbook. The policy shall be made available to all other stakeholders through the District's website.



**Investment Authority**

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctuations by income received from the balance of the portfolio. No indi-

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vidual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment  
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and  
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market  
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds/Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

Operating Funds

Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary

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objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Custodial Funds

Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.

Debt Service Funds

Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.

Capital Project  
Funds

Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.

**Safekeeping and  
Custody**

The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.

**Sellers of  
Investments**

Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]

Representatives of brokers/dealers and representatives with distributors of investment pools shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).

**Soliciting Bids for  
CDs**

In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.

**Interest Rate Risk**

To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.

The District shall monitor interest rate risk using weighted average maturity and specific identification.

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who

has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

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<b>Intellectual Property</b>	All copyrights, trademarks, and other intellectual property rights belonging to the District shall remain with the District at all times. Except as provided by law, policy, or written authorization from the Superintendent, the use of District intellectual property shall be limited to District-related purposes.
Students	A student shall retain all rights to their own work created as part of instruction or using District technology resources.
Employees <i>District Ownership</i>	As an agent of the District, an employee, including a student employee, shall not have rights to work created on District time or using District technology resources. The District shall own any work or work product created by a District employee in the course and scope of District employment, including the right to obtain patents or copyrights.
<i>Employee Ownership</i>	A District employee shall own any work or work product produced on personal time and with personal equipment and materials, including the right to obtain patents or copyrights.
<i>Exception</i>	The Superintendent shall have the authority to permit use of District materials and equipment in developing the employee's own projects, provided the employee agrees in writing to grant to the District a nonexclusive, nontransferable, perpetual, royalty-free, District-wide license to use the work, or permits the District to be listed as co-author or co-inventor if the District contribution to the work is substantial. District materials do not include student work, all rights to which are retained by the student.
Independent Contractors	The District may hire an independent contractor for specially commissioned works under a written works-made-for-hire agreement that provides that the District shall own the work product created under the agreement, as permitted by copyright law. Independent contractors shall comply with copyright law in all works commissioned.
Return of Intellectual Property	Upon the termination of any person's association with the District, all permission to possess, receive, or modify the District's intellectual property shall also immediately terminate. All such persons shall return to the District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.
<b>Copyright</b>	Unless the proposed use of a copyrighted work is an exception under the "fair use" guidelines maintained by the Superintendent, the District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder's work for instructional, curricular, or extracurricular purposes.

lar purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

**Technology Use**

Use of District technology in violation of any law, including copyright law, is prohibited. Only appropriately licensed images, applications, programs, or other software may be used with District technology resources. The District's technology resources shall not be used to post, publicize, or duplicate information in violation of copyright law. The Superintendent shall employ all reasonable measures to prevent the use of District technology resources in violation of the law. Any person using District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CQ]

**Performances and Displays**

The display and performance of copyrighted material, including motion pictures, dramatic works, musical performances, or other audio and visual works, may only occur as part of instructional activities and in accordance with the following:

- As a regular part of teaching and directly related to the curriculum;
- During face-to-face teaching activities;
- When viewed in a classroom or designated place of instruction; and
- With a lawfully made copy or through authorized access.

**Designated Agent**

The District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent's identity. The District shall include on its website information on how to contact the District's designated agent and a copy of the District's copyright policy. Upon notification, the District's designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

If a content owner reasonably believes that the District's technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

**Trademark**

The District protects all District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

**School-Related Use**

The District grants permission to students, student organizations, parent organizations and other District-affiliated school-support or booster organizations to use, without charge, District and campus trademarks to promote a group of students, an activity or event, a

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campus, or the District, if the use is in furtherance of a school-related business or activity. The Superintendent shall determine what constitutes use in furtherance of a school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use District trademarks without written authorization from the Superintendent. Any production of merchandise with District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses District or campus trademarks without appropriate authorization may be subject to legal action.



Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
2. A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
3. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

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shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use

All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.

Reporting Improper Communication

In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.

Disclosing Personal Information

An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

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**Safety Requirements** Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

**Harassment or Abuse** An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

**Relationships with Students** An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

**Tobacco and Nicotine Products and E-Cigarettes** An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs / Notice of Drug-Free Workplace** As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances

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during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered "under the influence" of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,  
Convictions, and  
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

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1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming**

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.



**Dyslexia and Related Disorders**

The District shall comply with all applicable state rules regarding students with dyslexia and related disorders, including the “Dyslexia Handbook” and the provision of dyslexia instruction for students with dyslexia or a related disorder as determined by the student’s admission, review, and dismissal committee.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.



<b>Referral</b>	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
<b>Identification Criteria</b>	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
<b>Assessments</b>	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
<b>Selection</b>	A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
<b>Notification</b>	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

<b>Reassessment</b>	If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.
<b>Transfer Students</b>	<p>When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
<b>Furloughs</b>	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
<b>Exit Provisions</b>	The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.
<b>Appeals</b>	A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.
<b>Program Evaluation</b>	The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.

SPECIAL PROGRAMS  
GIFTED AND TALENTED STUDENTS

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(LOCAL)

**Funding**

The Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented program is established and aligns with the Texas Education Agency's financial compliance guidance.

**Community  
Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.



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

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

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

Training

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

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

**Reporting Child  
Abuse and Neglect**

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

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

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

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

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

**Oral Reports**

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

**Restrictions on Reporting**

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

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

**Making a Report**

Reports may be made to any of the following:

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

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

An individual does not fulfill his or her responsibilities under the law by only reporting suspicion of abuse or neglect to a campus principal, school counselor, or another District staff member. Furthermore, the District is prohibited from requiring an employee to first report his or her suspicion to a District or campus administrator.

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

**Confidentiality**

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

**Immunity**

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

**Failing to Report  
Suspected Child  
Abuse or Neglect**

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

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

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

**Responsibilities  
Regarding  
Investigations**

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

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

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

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



**Access to District  
Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or  
Exclusion under  
Education Code  
37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus  
Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

**Prohibitions**

Tobacco and  
E-Cigarettes

The District prohibits smoking and the use of tobacco products, e-cigarettes, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

*Exceptions*

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]





## (LOCAL) Policy Comparisons

These documents are generated by an automated process that compares the updated policy to the current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows:

- Deletions are in a red strike-through font: ~~deleted text~~.
- Additions are in a blue font: **new text**.
- Blocks of text that were moved without changes are shown in green, with double underline and double strike-through formatting to distinguish the text's new placement from its original location: ~~moved text~~ becomes moved text.
- Revision bars appear in the right margin to show sections with changes.

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

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

### Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email [policy.service@tasb.org](mailto:policy.service@tasb.org).

Community Colleges, call 800-580-1488 or email [colleges@tasb.org](mailto:colleges@tasb.org).

For the purpose of this policy, stakeholders shall include all Board members, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who maintain a business relationship with the District.

Stakeholders shall be required to act with integrity and diligence in duties involving the District's fiscal and other resources. Stakeholders shall be expected to carry out their responsibilities in compliance with all applicable federal, state, and local guidelines.

It shall be the stakeholders' responsibility to protect District assets and be alert to the potential risk of theft of property, services, and anything of value, as well as fraud, misappropriation, or financial impropriety. Stakeholders have an obligation to report fraud or financial impropriety when they are aware or suspect that it is occurring.

All Trustees, employees, vendors, contractors, agents, consultants, volunteers, and any other parties who are involved in the District's financial transactions shall act with integrity and diligence in duties involving the District's fiscal resources.

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**Note:** See the following policies and/or administrative regulations regarding conflicts of interest, ethics, and financial oversight:

- Code of ethics:
  - for Board members— — BBF
  - for employees— — DH
- Financial conflicts of interest:
  - for public officials— — BBFA
  - for all employees— — DBD
  - for vendors— — CHE
- Compliance with state and federal grant and award requirements: CB, CBB
- Financial conflicts and gifts and gratuities regarding federal funds: CB, CBB
- Systems for monitoring the District's investment program: CDA
- Budget planning and evaluation: CE
- Compliance with accounting regulations: CFC

- 
- Activity fund management: CFD
  - Criminal history record information for employees: DBAA, DC
  - Disciplinary action for fraud by employees: DCD, DCE, and DF series
- 

**Fraud and Financial Impropriety**

Fraud and financial impropriety, in the actions of stakeholders, violates federal and state laws and Board policies, and shall be considered unacceptable. Stakeholders shall be expected and directed to refrain from engaging in any action that constitutes fraud or financial impropriety, as defined below.

Definition

“Fraud” shall be defined as a misrepresentation or concealment with reference to some fact material to a transaction that is made with knowledge of its falsity or in reckless disregard of its truth or falsity and with the intent to deceive another and that is reasonably relied on by the other who is injured thereby.

Fraud and financial impropriety shall include but not be limited to:

1. Forgery or unauthorized alteration of any document or account belonging to the District.
2. Forgery or unauthorized alteration of a check, bank draft, or any other financial document.
3. Misappropriation of funds, securities, supplies, or other District assets, including employee time.
4. Impropriety in the handling of money or reporting of District financial transactions.
5. Profiteering as a result of insider knowledge of District information or activities.
6. Unauthorized disclosure of confidential or proprietary information to outside parties.
7. Unauthorized disclosure of investment activities engaged in or contemplated by the District.
8. Accepting or seeking anything of material value from contractors, vendors, or other persons providing services or materials to the District, if prohibited by law or Board policy. [See BBFA, CB, CBB, and DBD]
9. Inappropriately destroying, removing, or using records, furniture, fixtures, or equipment.

FISCAL MANAGEMENT GOALS AND OBJECTIVES  
FINANCIAL ETHICS

CAA  
(LOCAL)

10. Failure to provide financial records required by federal, state or local entities.
11. Failure to disclose conflicts of interest as required by law or District policy.
12. Any other dishonest act regarding the finances or other business of the District.
13. Failure to comply with requirements imposed by law, the awarding agency, or a pass-through entity for state and federal awards.

**Financial Controls and Oversight**

Each employee who supervises or prepares District financial reports, transactions, or other reports shall set an example of honest and ethical behavior and shall actively monitor his or her area of responsibility for fraud and financial impropriety.

**Fraud Prevention**

The Superintendent ~~or designee~~ shall maintain a system of internal controls to deter and monitor for fraud or financial impropriety in the District. This shall include periodic ethics and fraud awareness training for all employees, established procedures for reporting fraud, and a periodic assessment specifically designed to evaluate the risk of fraud in the District.

Ethics and Fraud Awareness Training

Ethics and fraud awareness training shall be provided to all employees in odd-numbered years. The training shall include the fraud policy, how fraud occurs, fraud awareness, and what can be done to minimize fraud risk.

Reports

Any person who suspects fraud or financial impropriety in the District shall report the suspicions immediately to a person with authority to investigate the suspicions, including any supervisor, the Superintendent ~~or designee~~, the Board President, or local law enforcement.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.

Reports of fraud or financial impropriety must be made in good faith. An employee who knowingly makes a false allegation of fraud or financial impropriety shall be subject to administrative action.

Reports of suspected fraud or financial impropriety shall be treated as confidential to the extent permitted by law. Limited disclosure may be necessary to complete a full investigation or to comply with

FISCAL MANAGEMENT GOALS AND OBJECTIVES  
FINANCIAL ETHICS

CAA  
(LOCAL)

	<p>law. All employees involved in an investigation shall be advised to keep information about the investigation confidential.</p>
<p><i>Protection from Retaliation</i></p>	<p>Neither the Board nor any District employee shall unlawfully retaliate against a person who in good faith reports perceived fraud or financial impropriety. [See DG]</p>
<p><b>Fraud Investigations</b></p>	<p>In coordination with legal counsel and other internal or external departments or agencies, as appropriate, the Superintendent <del>or designee</del> shall promptly investigate reports of potential fraud or financial impropriety.</p> <p>If a report is made of potential fraud or financial impropriety involving the Superintendent, the Board President or its designee shall lead the investigation and coordinate with legal counsel and other internal or external departments or agencies, as appropriate.</p> <p>An individual or department assigned the responsibility of investigating fraud or financial impropriety shall be granted free and unrestricted access to all District records, premises, and personnel.</p> <p>Information regarding the status or outcome of an investigation shall be disbursed on a need-to-know basis, unless authorized by the Superintendent.</p>
<p>Response</p>	<p>If an investigation substantiates a report of fraud or financial impropriety, the Superintendent <del>or designee</del> shall promptly inform the Board of the report, the investigation, and any responsive action taken or recommended by the administration.</p> <p>If an employee is found to have committed fraud or financial impropriety, the Superintendent <del>or designee</del> shall take or recommend appropriate disciplinary action, which may include termination of employment. An employee who hinders or obstructs the reporting of fraud or fraud inquiry, or who failed to report suspected or known fraudulent activities, may be subject to disciplinary action, which may include termination of employment. An employee terminated under this policy shall not be eligible for reemployment by the District.</p> <p>If a contractor or vendor is found to have committed fraud or financial impropriety, the District shall take appropriate action, which may include cancellation of the District's relationship with the contractor or vendor. The District may discontinue any future business with vendors whose relationship has been terminated under this policy.</p>

When circumstances warrant, the Board, Superintendent, or a designee may refer matters to appropriate law enforcement or regulatory authorities. In cases involving monetary loss to the District, the District may seek to recover lost or misappropriated funds.

The final disposition of the matter and any decision to file a criminal complaint or to refer the matter to the appropriate law enforcement or regulatory agency for independent investigation shall be made in consultation with legal counsel.

Federal Awards  
Disclosure

~~The~~ In connection with federal awards, the District shall promptly disclose, ~~in a timely manner~~ in writing ~~to the federal awarding agency or pass through entity, all violations~~ whenever the District has credible evidence of the commission of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations ~~potentially affecting~~ found in federal law, including the Civil False Claims Act. This provision applies to any activities or subawards of a federal ~~grant~~ award. [See CBB]

**Analysis of Fraud**

After any investigation substantiates a report of fraud or financial impropriety, the Superintendent ~~or designee~~ shall analyze conditions or factors that may have contributed to the fraudulent or improper activity. The Superintendent ~~or designee~~ shall ensure that appropriate administrative procedures are developed and implemented to prevent future misconduct. These measures shall be presented to the Board for review.

**Communication of Policy**

This policy shall be distributed to all employees through ethics and fraud awareness training, new employee orientation, and the employee handbook. The policy shall be made available to all other stakeholders through the District's website.

**Investment Authority**

The Superintendent or other person designated by Board resolution shall serve as the investment officer of the District and shall invest District funds as directed by the Board and in accordance with the District's written investment policy and generally accepted accounting procedures. All investment transactions except investment pool funds and mutual funds shall be settled on a delivery versus payment basis.

**Approved  
Investment  
Instruments**

From those investments authorized by law and described further in CDA(LEGAL) under Authorized Investments, the Board shall permit investment of District funds, including bond proceeds and pledged revenue to the extent allowed by law, in only the following investment types, consistent with the strategies and maturities defined in this policy:

1. Obligations of, or guaranteed by, governmental entities as permitted by Government Code 2256.009.
2. Certificates of deposit and share certificates as permitted by Government Code 2256.010.
3. Fully collateralized repurchase agreements permitted by Government Code 2256.011.
4. A securities lending program as permitted by Government Code 2256.0115.
5. Banker's acceptances as permitted by Government Code 2256.012.
6. Commercial paper as permitted by Government Code 2256.013.
7. No-load mutual funds, except for bond proceeds, and no-load money market mutual funds, as permitted by Government Code 2256.014.
8. A guaranteed investment contract as an investment vehicle for bond proceeds, provided it meets the criteria and eligibility requirements established by Government Code 2256.015.
9. Public funds investment pools as permitted by Government Code 2256.016.

**Safety**

The primary goal of the investment program is to ensure safety of principal, to maintain liquidity, and to maximize financial returns within current market conditions in accordance with this policy. Investments shall be made in a manner that ensures the preservation of capital in the overall portfolio, and offsets during a 12-month period any market price losses resulting from interest-rate fluctua-

tions by income received from the balance of the portfolio. No individual investment transaction shall be undertaken that jeopardizes the total capital position of the overall portfolio.

**Investment  
Management**

In accordance with Government Code 2256.005(b)(3), the quality and capability of investment management for District funds shall be in accordance with the standard of care, investment training, and other requirements set forth in Government Code Chapter 2256.

**Liquidity and  
Maturity**

Any internally created pool fund group of the District shall have a maximum dollar weighted maturity of 180 days. The maximum allowable stated maturity of any other individual investment owned by the District shall not exceed one year from the time of purchase. The Board may specifically authorize a longer maturity for a given investment, within legal limits.

The District's investment portfolio shall have sufficient liquidity to meet anticipated cash flow requirements.

**Diversity**

The investment portfolio shall be diversified in terms of investment instruments, maturity scheduling, and financial institutions to reduce risk of loss resulting from overconcentration of assets in a specific class of investments, specific maturity, or specific issuer.

**Monitoring Market  
Prices**

The investment officer shall monitor the investment portfolio and shall keep the Board informed of significant changes in the market value of the District's investment portfolio. Information sources may include financial/investment publications and electronic media, available software for tracking investments, depository banks, commercial or investment banks, financial advisers, and representatives/advisers of investment pools or money market funds. Monitoring shall be done monthly or more often as economic conditions warrant by using appropriate reports, indices, or benchmarks for the type of investment.

**Monitoring Rating  
Changes**

In accordance with Government Code 2256.005(b), the investment officer shall develop a procedure to monitor changes in investment ratings and to liquidate investments that do not maintain satisfactory ratings.

**Funds/Strategies**

Investments of the following fund categories shall be consistent with this policy and in accordance with the applicable strategy defined below. All strategies described below for the investment of a particular fund should be based on an understanding of the suitability of an investment to the financial requirements of the District and consider preservation and safety of principal, liquidity, marketability of an investment if the need arises to liquidate before maturity, diversification of the investment portfolio, and yield.

OTHER REVENUES  
INVESTMENTS

CDA  
(LOCAL)

Operating Funds	Investment strategies for operating funds (including any commingled pools containing operating funds) shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Custodial Funds	Investment strategies for custodial funds shall have as their primary objectives preservation and safety of principal, investment liquidity, and maturity sufficient to meet anticipated cash flow requirements.
Debt Service Funds	Investment strategies for debt service funds shall have as their primary objective sufficient investment liquidity to timely meet debt service payment obligations in accordance with provisions in the bond documents. Maturities longer than one year are authorized provided legal limits are not exceeded.
Capital Project Funds	Investment strategies for capital project funds shall have as their primary objective sufficient investment liquidity to timely meet capital project obligations. Maturities longer than one year are authorized provided legal limits are not exceeded.
<b>Safekeeping and Custody</b>	The District shall retain clearly marked receipts providing proof of the District's ownership. The District may delegate, however, to an investment pool the authority to hold legal title as custodian of investments purchased with District funds by the investment pool.
<b>Sellers of Investments</b>	<p>Prior to handling investments on behalf of the District, a broker/dealer or a qualified representative of a business organization must submit required written documents in accordance with law. [See Sellers of Investments, CDA(LEGAL)]</p> <p>Representatives of brokers/dealers <a href="#">and representatives with distributors of investment pools</a> shall be registered with the Texas State Securities Board and must have membership in the Securities Investor Protection Corporation (SIPC) and be in good standing with the Financial Industry Regulatory Authority (FINRA). <a href="#">Distributors of investment pools shall also be a registrant in good standing with the Municipal Securities Rulemaking Board (MSRB).</a></p>
<b>Soliciting Bids for CDs</b>	In order to get the best return on its investments, the District may solicit bids for certificates of deposit in writing, by telephone, or electronically, or by a combination of these methods.
<b>Interest Rate Risk</b>	<p>To reduce exposure to changes in interest rates that could adversely affect the value of investments, the District shall use final and weighted-average-maturity limits and diversification.</p> <p>The District shall monitor interest rate risk using weighted average maturity and specific identification.</p>

**Internal Controls**

A system of internal controls shall be established and documented in writing and must include specific procedures designating who has authority to withdraw funds. Also, they shall be designed to protect against losses of public funds arising from fraud, employee error, misrepresentation by third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the District. Controls deemed most important shall include:

1. Separation of transaction authority from accounting and recordkeeping and electronic transfer of funds.
2. Avoidance of collusion.
3. Custodial safekeeping.
4. Clear delegation of authority.
5. Written confirmation of telephone transactions.
6. Documentation of dealer questionnaires, quotations and bids, evaluations, transactions, and rationale.
7. Avoidance of bearer-form securities.

These controls shall be reviewed by the District's independent auditing firm.

**Annual Review**

The Board shall review this investment policy and investment strategies not less than annually and shall document its review in writing, which shall include whether any changes were made to either the investment policy or investment strategies.

**Annual Audit**

In conjunction with the annual financial audit, the District shall perform a compliance audit of management controls on investments and adherence to the District's established investment policies.

INTELLECTUAL PROPERTY

CY  
(LOCAL)

<b>Intellectual Property</b>	All copyrights, trademarks, and other intellectual property rights <del>be- longing to the District</del> shall remain with the District at all times. <del>Ex- cept as provided by law, policy, or written authorization from the Superintendent, the use of District intellectual property shall be lim- ited to District-related purposes.</del>
Students	A student shall retain all rights to <del>their own</del> work created as part of instruction or using District technology resources.
Employees <i>District Ownership</i>	As an agent of the District, an employee, including a student em- ployee, shall not have rights to work <del>he or she creates</del> created on District time or using District technology resources. The District shall own any work or work product created by a District employee in the course and scope of <del>his or her</del> District employment, including the right to obtain <del>patents or</del> copyrights.
<i>Employee Ownership</i>	<del>If the employee obtains a patent for such work, the employee shall grant a non-exclusive, non-transferable, perpetual, royalty-free, Districtwide license to the District for use of the patented work.</del> A District employee shall own any work or work product produced on <del>his or her own personal</del> time, <del>away from his or her job</del> and with personal equipment and materials, including the right to obtain pa- tents or copyrights.
<i>Permission A District employee may apply to the Exception</i>	The Superintendent <del>or designee</del> shall have the authority to permit use of District materials and equipment in <del>his or her creative devel- oping the employee's own</del> projects, provided the employee agrees <del>either</del> in writing to grant to the District a <del>non-exclusive, non-transfer- able</del> nonexclusive, nontransferable, perpetual, royalty-free, District- wide license to use the work, or permits the District to be listed as co-author or co-inventor if the District contribution to the work is substantial. District materials do not include student work, all rights to which are retained by the student.
<del>Works Made for Hire</del> <i>Independent Contractors</i>	The District may hire an independent contractor for specially com- missioned <del>work(s)</del> works under a written works-made-for-hire agreement that provides that the District shall own the work prod- uct created under the agreement, as permitted by copyright law. In- dependent contractors shall comply with copyright law in all works commissioned.
Return of Intellectual Property	Upon the termination of any person's association with the District, all permission to possess, receive, or modify the District's intellec- tual property shall also immediately terminate. All such persons shall return to the District all intellectual property, including but not limited to any copies, no matter how kept or stored, and whether directly or indirectly possessed by such person.

### Copyright

Unless the proposed use of a copyrighted work is an exception under the “fair use” guidelines maintained by the Superintendent ~~or designee~~, the District shall require an employee or student to obtain a license or permission from the copyright holder before copying, modifying, displaying, performing, distributing, or otherwise employing the copyright holder’s work for instructional, curricular, or extracurricular purposes. This policy does not apply to any work sufficiently documented to be in the public domain.

### Technology Use

~~All persons are prohibited from using~~ Use of District technology in violation of any law, including copyright law, ~~is prohibited~~. Only appropriately licensed ~~images, applications, programs, or other software~~ may be used with District technology resources. ~~No person shall use the~~ The District’s technology resources shall not be used to post, publicize, or duplicate information in violation of copyright law. The ~~Board shall direct the Superintendent or designee to~~ shall employ all reasonable measures to prevent the use of District technology resources in violation of the law. ~~All persons~~ Any person using District technology resources in violation of law shall lose user privileges in addition to other sanctions. [See BBI and CQ]

### ~~Electronic Media~~

~~Unless a license or permission is obtained, electronic media in the classroom~~ Performances and Displays

The display and performance of copyrighted material, including motion pictures ~~and other audiovisual~~, dramatic works, ~~must be used in~~ musical performances, or other audio and visual works, may only occur as part of instructional activities and in accordance with the following:

- As a regular part of teaching and directly related to the ~~course of~~ curriculum;
- During face-to-face teaching activities ~~as defined by law~~;
- When viewed in a classroom or designated place of instruction; and
- With a lawfully made copy or through authorized access.

### Designated Agent

The District shall designate an agent to receive notification of alleged online copyright infringement and shall notify the U.S. Copyright Office of the designated agent’s identity. The District shall include on its ~~Web site~~ website information on how to contact the District’s designated agent and a copy of the District’s copyright policy. Upon notification, the District’s designated agent shall take all actions necessary to remedy any violation. The District shall provide the designated agent appropriate training and resources necessary to protect the District.

If a content owner reasonably believes that the District’s technology resources have been used to infringe upon a copyright, the owner may notify the designated agent.

**Trademark**

The District protects all District and campus trademarks, including names, logos, mascots, and symbols, from unauthorized use.

School-Related Use

The District grants permission to students, student organizations, parent organizations and other District-affiliated school-support or booster organizations to use, without charge, District and campus trademarks to promote a group of students, an activity or event, a campus, or the District, if the use is in furtherance of a school-related business or activity. The Superintendent ~~or designee~~ shall determine what constitutes use in furtherance of a school-related business or activity and is authorized to revoke permission if the use is improper or does not conform to administrative regulations.

Public Use

Members of the ~~general~~ public, outside organizations, vendors, commercial manufacturers, wholesalers, and retailers shall not use District trademarks without ~~the written permission of~~ authorization from the Superintendent ~~or designee~~. Any production of merchandise with District trademarks for sale or distribution must be pursuant to a trademark licensing agreement and may be subject to the payment of royalties.

Any individual, organization, or business that uses District ~~or campus~~ trademarks without appropriate authorization ~~shall~~ may be subject to legal action.

Each District employee shall perform his or her duties in accordance with state and federal law, District policy, and ethical standards. The District holds all employees accountable to the Educators' Code of Ethics. [See DH(EXHIBIT)]

Each District employee shall recognize and respect the rights of students, parents, other employees, and members of the community and shall work cooperatively with others to serve the best interests of the District.

An employee wishing to express concern, complaints, or criticism shall do so through appropriate channels. [See DGBA]

**Violations of Standards of Conduct**

Each employee shall comply with the standards of conduct set out in this policy and with any other policies, regulations, and guidelines that impose duties, requirements, or standards attendant to his or her status as a District employee. Violation of any policies, regulations, or guidelines, including intentionally making a false claim, offering a false statement, or refusing to cooperate with a District investigation, may result in disciplinary action, including termination of employment. [See DCD and DF series]

**Weapons Prohibited**

The District prohibits the use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on District property at all times.

Exceptions

No violation of this policy occurs when:

1. Use or possession of a firearm by a specific employee is authorized by Board action [see the CKE series];
- ~~1.2.~~ A District employee who holds a Texas handgun license stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, provided the handgun or other firearm is not in plain view; or
- ~~2.3.~~ The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]

**Electronic Communication**

Use with Students

A certified employee, licensed employee, or any other employee designated in writing by the Superintendent or a campus principal may use electronic communication, as this term is defined by law, with currently enrolled students only about matters within the scope of the employee's professional responsibilities.

Unless an exception has been made in accordance with the employee handbook or other administrative regulations, an employee

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

shall not use a personal electronic communication platform, application, or account to communicate with currently enrolled students.

Unless authorized above, all other employees are prohibited from using electronic communication directly with students who are currently enrolled in the District. The employee handbook or other administrative regulations shall further detail:

1. Exceptions for family and social relationships;
2. The circumstances under which an employee may use text messaging to communicate with individual students or student groups;
3. Hours of the day during which electronic communication is discouraged or prohibited; and
4. Other matters deemed appropriate by the Superintendent ~~or designee~~.

In accordance with ethical standards applicable to all District employees [see DH(EXHIBIT)], an employee shall be prohibited from using electronic communications in a manner that constitutes prohibited harassment or abuse of a District student; adversely affects the student's learning, mental health, or safety; includes threats of violence against the student; reveals confidential information about the student; or constitutes an inappropriate communication with a student, as described in the Educators' Code of Ethics.

An employee shall have no expectation of privacy in electronic communications with students. Each employee shall comply with the District's requirements for records retention and destruction to the extent those requirements apply to electronic communication. [See CPC]

Personal Use	All employees shall be held to the same professional standards in their public use of electronic communication as for any other public conduct. If an employee's use of electronic communication violates state or federal law or District policy, or interferes with the employee's ability to effectively perform his or her job duties, the employee is subject to disciplinary action, up to and including termination of employment.
Reporting Improper Communication	In accordance with administrative regulations, an employee shall notify his or her supervisor when a student engages in improper electronic communication with the employee.
Disclosing Personal Information	An employee shall not be required to disclose his or her personal email address or personal phone number to a student.

**Safety Requirements** Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.

**Harassment or Abuse** An employee shall not engage in prohibited harassment, including sexual harassment, of:

1. Other employees. [See DIA]
2. Students. [See FFH; see FFG regarding child abuse and neglect.]

While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents.

An employee shall report child abuse or neglect as required by law. [See FFG]

**Relationships with Students** An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. [See FFH]

As required by law, the District shall notify the parent of a student with whom an educator is alleged to have engaged in certain misconduct. [See FFF]

**Tobacco and Nicotine Products and E-Cigarettes** ~~An employee shall not smoke or use tobacco products or e-cigarettes on District property, in District vehicles, or at school-related activities. [See also GKA]~~

An employee is prohibited from possessing or using any type of tobacco product, e-cigarette, or any other electronic vaporizing device while on school property, in a District vehicle, or while attending an off-campus school-related activity. An employee is also prohibited from possessing or using any type of nicotine product, including nicotine pouches, regardless of whether the product contains tobacco, while on District property, in a District vehicle, or while attending an off-campus school-related activity.

An employee's supervisor is authorized to approve an exception to this policy for a smoking cessation product.

**Alcohol and Drugs / Notice of Drug-Free Workplace** As a condition of employment, an employee shall abide by the terms of the following drug-free workplace provisions. An employee shall notify the Superintendent in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace in accordance with Arrests, Indictments, Convictions, and Other Adjudications, below.

EMPLOYEE STANDARDS OF CONDUCT

DH  
(LOCAL)

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.
3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

An employee need not be legally intoxicated to be considered “under the influence” of a controlled substance.

Exceptions

It shall not be considered a violation of this policy if the employee:

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee’s job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee’s personal use; or
3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee’s child or other individual for whom the employee is a legal guardian.

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include:

1. Referral to drug and alcohol counseling or rehabilitation programs;
2. Referral to employee assistance programs;
3. Termination from employment with the District; and
4. Referral to appropriate law enforcement officials for prosecution.

Notice

Employees shall receive a copy of this policy.

**Arrests, Indictments,  
Convictions, and  
Other Adjudications**

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for

any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or
4. Crimes involving moral turpitude, which include:
  - Dishonesty; fraud; deceit; theft; misrepresentation;
  - Deliberate violence;
  - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
  - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
  - Felony driving while intoxicated (DWI); or
  - Acts constituting abuse or neglect under the Texas Family Code.

**Dress and Grooming**

An employee's dress and grooming shall be clean, neat, in a manner appropriate for his or her assignment, and in accordance with any additional standards established by his or her supervisor and approved by the Superintendent.

**Dyslexia and Related Disorders**

The District shall comply with all applicable state rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test regarding students for with dyslexia and related disorders, including the “Dyslexia Handbook” and the provision of dyslexia instruction for students with dyslexia or a related disorder as determined by the student’s admission, review, and dismissal committee.

In accordance with administrative procedures, the District shall provide regular training opportunities for teachers of students with dyslexia that include new research and practices for educating students with dyslexia.

<b>Referral</b>	Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.
Screening and Identification Process	<p>The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.</p> <p>The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the <del>assessment</del> identification procedures and services for the program prior to beginning the screening and identification process.</p>
Parental Consent	The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.
<b>Identification Criteria</b>	The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.
<b>Assessments</b>	Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.
<b>Selection</b>	A <del>selection</del> placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs of gifted students, as required by law.
<b>Notification</b>	The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

<b>Reassessment</b>	<p>If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.</p>
<b>Transfer Students</b>	<p>When a student identified as gifted by a previous school district enrolls in the District, the <del>selection</del>placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.</p> <p>[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]</p>
<b>Furloughs</b>	<p>The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.</p> <p>In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.</p>
<b>Exit Provisions</b>	<p>The District shall monitor student performance in response to gifted and talented program services. If at any time the <del>selection</del>placement committee or a parent determines <del>it is in the best interest of the student to exit</del> the program <del>is not meeting the student's educational needs</del>, the committee shall meet with the parent and student before finalizing an exit decision.</p>
<b>Appeals</b>	<p>A parent, student, or educator may appeal any final decision of the <del>selection</del>placement committee regarding <del>selection for or exit from services in</del> the gifted and talented program. Appeals shall be made first to the <del>selection</del>placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.</p>
<b>Program Evaluation</b>	<p>The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members, administrators, teachers, school counselors, students in the gifted and talented program, and the community.</p>

**Funding**

The ~~District's~~ Superintendent shall develop administrative procedures to ensure that 100 percent of the state funds allocated for the gifted and talented program ~~shall address effective use of funds for programs and services consistent with the standards in the state plan~~ are spent providing for and enhancing the District's program and that a method accounting for expenditures related to the gifted and talented ~~students~~ program is established and aligns with the Texas Education Agency's financial compliance guidance.

**Community Awareness**

The District shall ensure that information about the District's gifted and talented program is available to parents and community members and that they have an opportunity to develop an understanding of and support for the program.

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

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

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

Training

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

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

**Reporting Child  
Abuse and Neglect**

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

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

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

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

A person is required to make a report if the person has reasonable cause to believe that an adult was a victim of abuse or neglect as a

child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

#### Oral Reports

As required by law, an oral report made to the Texas Department of Family and Protective Services (DFPS) is recorded.

#### Restrictions on Reporting

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

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

#### Making a Report

Reports may be made to any of the following:

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

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

[See FFG(LEGAL)]

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

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

In accordance with law, an individual must provide their name and telephone number when making a report. If the individual making the report is a school employee, agent, or contractor, they must also provide their business address and profession.

**Confidentiality**

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

**Immunity**

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

**Failing to Report Suspected Child Abuse or Neglect**

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

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

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

**Responsibilities Regarding Investigations**

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

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

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

Tornillo ISD  
071908

STUDENT WELFARE  
CHILD ABUSE AND NEGLECT

FFG  
(LOCAL)

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

DATE ISSUED: ~~11/8/2021~~ 1/30/2025  
UPDATE 118124  
FFG(LOCAL)-A

169 Adopted:  
9/28/2022

4 of 4

**Access to District Property**

Authorized District officials, including school resource officers and District police officers if applicable, may refuse to allow a person access to property under the District's control in accordance with law.

District officials may request assistance from law enforcement in an emergency or when a person is engaging in behavior rising to the level of criminal conduct.

**Ejection or Exclusion under Education Code 37.105**

In accordance with Education Code 37.105, a District official shall provide a person refused entry to or ejected from property under the District's control written information explaining the right to appeal such refusal of entry or ejection under the District's grievance process.

A person appealing under the District's grievance process shall be permitted to address the Board in person within 90 calendar days of filing the initial complaint, unless the complaint is resolved before the Board considers it. [See FNG and GF]

**Off-Campus Activities**

Employees shall be designated to ensure appropriate conduct of participants and others attending a school-related activity at non-District or out-of-District facilities. Those so designated shall coordinate their efforts with persons in charge of the facilities.

**Prohibitions**

Tobacco and  
E-Cigarettes

The District prohibits smoking and the use of tobacco products ~~and~~, e-~~cigarettes~~, or other electronic vaporizing devices on District property, in District vehicles, or at school-related activities.

Weapons

The District prohibits the unlawful use, possession, or display of any firearm, location-restricted knife, club, or prohibited weapon, as defined at FNCG, on all District property at all times.

*Exceptions*

No violation of this policy occurs when:

1. A Texas handgun license holder stores a handgun or other firearm in a locked vehicle in a parking lot, parking garage, or other parking area provided by the District, as long as the handgun or other firearm is not in plain view; or
2. The use, possession, or display of an otherwise prohibited weapon takes place as part of a District-approved activity supervised by proper authorities. [See FOD]



***Human Resources Department***

19200 Cobb Street  
Tornillo, TX 79853  
Phone 915.765.3050

# MEMORANDUM

To:  
From:  
Subject:  
Date:

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HISTORY:

RATIONALE:

BUDGET IMPACT:

ADMINISTRATIVE RECOMMENDATION:

<b>Employee #</b>	<b>Name</b>		<b>School Year 2025-2026</b>
500020	Aguilar	Loretta	Contract - Term *
501235	Aguirre	Sandra	Contract - Term
500409	Alvarado	Alicia	Contract - Term
501087	Alvidrez	Isela	Contract - Term
500923	Alvidrez	Micaela	Contract - Probationary with Certification Addendum **
501144	Alvidrez	Zaira	Contract - Probationary with Certification Addendum **
501056	Anaya Garcia	Claudia	Contract - Term
500268	Anguiano	Peter	Contract - Term
501242	Arras	Perla	Contract - Probationary with Certification Addendum **
501145	Ayala	Mario	Contract - Term
501260	Beanes	Claudia	Contract - Term with Certification Addendum
501232	Bonilla	Raymond	Contract - Term
501065	Bouche	Jacqueline	Contract - Term
501330	Carrillo	Brenda	Contract - Term
500837	Carroll	Lizeth	Contract - Term
501183	Contreras	Jacob	Contract - Term
501261	Contreras	Maria	Contract - Term
501088	Del Valle	Claudia	Contract - Term
500987	Delgado	Alonso	Contract - Term with Certification Addendum **
501181	Delgado	Alvin	Contract - Term with Certification Addendum
500814	Delgado	Lilia	Contract - Term
500093	Delgado	Marissa	Contract - Term
500832	Duran	Damaris	Contract - Term
501100	Elias	Jordi	Contract - Term
500732	Erives	Alma	Contract - Term
501220	Espinoza	Maria	Contract - Term
500786	Fuentes Elizondo	Monica	Contract - Term with Certification Addendum
501227	Garcia	Elvira	Contract - Term
501368	Garcia	Paola	Contract - Probationary
500047	Garcia	Rosalinda	Contract - Term with Certification Addendum

<b>Employee #</b>	<b>Name</b>		<b>School Year 2025-2026</b>
501226	Garcia	Luis	Contract - Term with Certification Addendum
501119	Gomez	Irma	Contract - Term
501005	Gonzales	Adriana	Contract - Term
501329	Guerrero	Reynaldo	Contract - Term
500069	Hernandez	Elvia	Contract - Term
500828	Hernandez	Joanna	Contract - Term
500537	Hernandez	Maria	Contract - Term
500769	Herrera-Soto	Claudia	Contract - Term
501273	Lazo	Jorge	Contract - Probationary
501082	Lopez	Myrna	Contract - Term
500891	Mendez	Stephanie	Contract - Term
501089	Montez	Steven	Contract - Term
500223	Morales	Sergio	Contract - Term
500699	Morales	Maria	Contract - Term
500469	Moreno	Demetrio	Contract - Term with Certification Addendum
501206	Olvera	Alejandro	Contract - Term
501266	Ontiveros	Fallon	Contract - Term
500519	Otero	Elizabeth	Contract - Term
500889	Palafox	Monica	Contract - Term
500405	Pinon	Albert	Contract - Term
500456	Puente	Omar	Contract - Term
501376	Ramos	Marisela	Contract - Term
501160	Realyvasquez	Albert	Contract - Term
501264	Reyes Herrera	Josue	Contract - Term
501272	Rivera De Santiago	Maira	Contract - Probationary with Certification Addendum **
500983	Roa	Laura	Contract - Term
500985	Rodriguez	Irma	Contract - Term
500168	Ruiz	Nora	Contract - Term
500547	Salcido	Maria	173 Contract - Term
500276	Sanetra	Blanca	Contract - Term

<b>Employee #</b>	<b>Name</b>		<b>School Year 2025-2026</b>
501057	Santillana	Paloma	Contract - Term
501277	Schulte	Karina	Contract - Term *
500021	Sotelo	Dania	Contract - Term
501136	Telles	Amanda	Contract - Term
501099	Torres	Jorge	Contract - Term
500559	Tovar	Veronica	Contract - Term *
500280	Trujillo	Virginia	Contract - Term
501077	Valadez Rodriguez	Hector	Contract - Term
501033	Valenzuela	Valeria	Contract - Term
500777	Vega	Azeneth	Contract - Term with Certification Addendum
500544	Vega	Luis	Contract - Term with Certification Addendum
501147	Aguirre	Norma	Contract - Noncertified
501203	Cruz	Sandra	Contract - Noncertified
500964	Escarsega	Christopher	Contract - Noncertified
501012	Estrada	Rene	Contract - Noncertified
501071	Fuentes	Hugo	Contract - Noncertified
500033	Garcia	Roberto	Contract - Noncertified
501157	Guerra	Luis	Contract - Noncertified
500859	Rivero	Linda	Contract - Noncertified
501002	Saucedo	Emily	Contract - Noncertified

\* Contract contingent on respective Grant terms

\*\* Duration of contract is directly related to passing TExES certification