

Agenda of Regular Meeting

The Board of Trustees San Elizario ISD

A Regular Meeting of the Board of Trustees of San Elizario ISD will be held December 8, 2021, beginning at 5:30 PM SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849.

Due to health and safety concerns related to the COVID-19 coronavirus, this meeting will be conducted by videoconference and teleconference. At least a quorum of the board will be participating by videoconference in accordance with the provisions of Sections 551.125 or 551.127 of the Texas Government Code that have not been suspended by order of the governor.

Although one or more board members may participate by videoconference call, a quorum of the Board of Trustees will be physically present at this location for purposes of this meeting and in conformance with the Texas Open Meetings Act. All persons in physical attendance must comply with current state and local public health orders, including those regarding face masks/coverings, maintain at least 3 feet of social distance from one another, and remain in compliance with any other state and local public health orders issued in connection with the Covid-19 Pandemic. One or more of the vendors being considered at this meeting may appear through video conference call / Microsoft Teams / Zoom. Any such presentation will be visible and audible to anyone attending the open meeting.

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Public comments may be submitted to chcuevas@seisd.net at any time prior to the board meeting time.

A Board packet can be found at [San Elizario ISD Public View - BoardBook Premier](#)

Members of the public who desire to address the board regarding an item on this agenda must comply with the following registration procedures: Public comments may be submitted to chcuevas@seisd.net at any time prior to the board meeting time.

The open portions of this meeting will be recorded and made available to the public upon request.

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

Unless removed from the consent agenda, items identified within the consent agenda will be acted on at one time.

- 1. GENERAL FUNCTIONS**

- Mrs. Sandra Licon, Board President
- A. Call Meeting to Order
- B. Roll Call
- C. Pledge of Allegiance

D.	San Elizario ISD Mission Statement	
	San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district.	
	Mrs. Sandra Licon, Board President	
2.	OPEN FORUM (five minute limit)	5
3.	DISTRICT RECOGNITIONS	
	A. Teacher and Employee of the Month for Alarcon Elementary School	
	Ms. Leticia De Santos, Principal, Alarcon Elementary School	
	B. San Elizario High School State 4A Cross Country Champions - 2014, 2015, 2016, 2019, 2020 and 2021	
	Ms. Christine Jaksch, Athletic Director	
4.	NEW BUSINESS / BOARD ACTION ITEMS	
	A. Student Outcome Goals	
	1. Discussion and possible board action to approve Alarcon Elementary School - Monitoring Student Progress / Essential School Framework - Targeted Improvement Plan	6
	Ms. Leticia De Santos, Principal, Alarcon Elementary School	
5.	CONSENT AGENDA - Consider and possible Board action on	
	A. Financial Reports	
	Mr. Norberto Rivas, Chief Financial Officer	
	1. Tax Report	25
	2. Financial Statements	31
	3. Investment Report	37
	B. Consider and possible Board action to approve final payment to J & M Heritage Construction Company LLC for the Pathway of Champions Plaza Build (PO# 41968).	50
	Mr. Norberto Rivas, Chief Financial Officer	
	C. Consider and possible Board action to approve final payment to ESA Construction, Inc. for drainage improvements at GEMS (PO# 42146).	53
	Mr. Norberto Rivas, Chief Financial Officer	
	D. Consider and possible Board action to approve Software as a Service Agreement with Tyler Technologies	55
	Mr. Jesus Martinez, Support Services Director	
	E. Extra Duty Pay Rate - Speech Language Pathologist	144
	Mrs. Blanca Cruz, Human Resources Director	
	F. Revisions to GPM 3.1 and 3.2	145
	Ms. Lisa Renegar, Research and Evaluation Administrator	
	G. Approval of SEISD District Calendar for 2022 - 2023	148
	Ms. Lisa Renegar, Research and Evaluation Administrator	
	H. COVID 19 PCR Testing Agreement	151
	Ms. Messina Holguin, Lead District Nurse	
	I. UTEP Affiliation - College of Health Sciences	158
	Ms. Amanda Sanchez, Special Education Director	
	J. POLICY UPDATE #118 (Second Reading)	167
	CFD (LOCAL) - ACCOUNTING ACTIVITY FUNDS MANAGEMENT	

CQB (LOCAL) - TECHNOLOGY RESOURCES CYBERSECURITY
 DEF (LOCAL) - TERMINATION OF EMPLOYMENT RESIGNATION
 DP (LOCAL) - PERSONNEL POSITIONS
 EHAA (LOCAL) - BASIS INSTRUCTIONAL PROGRAM REQUIRED
 INSTRUCTION (ALL LEVELS)
 EHBC (LOCAL) - SPECIAL PROGRAMS COMPENSATORY / ACCELERATED
 SERVICES
 EIE (LOCAL) - ACADEMIC ACHIEVEMENT RETENTION AND PROMOTION
 FDE (LOCAL) - ADMISSIONS SCHOOL SAFETY TRANSFERS
 FEA (LOCAL) - ATTENDANCE COMPULSORY ATTENDANCE
 FEC (LOCAL) - ATTENDANCE FOR CREDIT
 FFG (LOCAL) - STUDENT WELFARE CHILD ABUSE AND NEGLECT
 FL (LOCAL) - STUDENT RECORDS

K. Consider approval of minutes for the following:

Board of Trustees

- 1. November 10, 2021 - Regular Board Meeting 232
- 2. November 17, 2021 - Special Board Meeting 240

L. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to Administrative discretion and by any reasonable means.

- 1. Support Services Department 241
 Mr. Jesus Martinez, Support Services Director

6. PRESENTATION / REPORTS / INFORMATION

A. 2 - Way Dual Language Program Probe (Presentation)

Dr. Rogelio Segovia, Associate Superintendent, Ms. Susana Frescas, Instructional Programs Administrator and Mr. Josue Palomino, Bilingual Instructional Officer

B. Texas Education for Homeless Children and Youth (Presentation) 243

Mrs. Teresita Parra, Social Worker and Mrs. Sylvia Graves, Social Worker

C. Goal Progress Monitoring (Information)

Ms. Lisa Renegar, Research and Evaluation Administrator

- 1. GPM 1.2: Student Mathematics performance on the TRS Unit Assessments in 3rd Grade will increase annually from 2020 - 2022 through 2023 - 2024 at the Approaches, Meets, and Master's levels. 257
 Ms. Lisa Renegar, Research and Evaluation Administrator

- 2. GPM 1.3: Student Reading performance on the TRS Unit Assessments in 8th Grade Math will increase annually from 2020 - 2022 (baseline) through 2023 - 2024 at the Approaches, Meets, and Master's levels. 259
 Ms. Lisa Renegar, Research and Evaluation Administrator

- 3. GPM 1.4 - Student Mathematics performance on the TRS Unit Assessments in High School Algebra I will increase annually from 2021 - 2022 (baseline) through 2023 - 2024 at the Approaches, Meets, and Master's levels. 261
 Ms. Lisa Renegar, Research and Evaluation Administrator

D. Meal Service Update (Information) 263

Mr. Raul Jacques, Child Nutrition Services Director

7. EXECUTIVE SESSION

The Board will enter into a closed meeting to discuss personnel matters, to consult with attorney, to

discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

A. Discussion with legal counsel regarding process for handling meetings to discuss economic development and possible community partnership in San Elizario.

Mrs. Priscilla de Mata, Legal Counsel

B. Discussion on Employee / Board / Superintendent Communication

8. **THE BOARD WILL RETURN TO OPEN SESSION TO TAKE POSSIBLE ACTION ON THE MATTERS DISCUSSED IN EXECUTIVE SESSION**

9. **NEXT MEETING DATE:**

Regular Board Meeting: January 12, 2022, at 5:30 p.m.

10. **ADJOURNMENT**

If, during the course of the meeting covered by this Notice, the Board of Trustees should determine that a closed or executive meeting or session of the Board of Trustees is required, then such closed or executive meeting or session as authorized by the Texas Open Meetings Act, Texas Government Code Section 551.001 et seq., will be held by the School Board at the date, hours, and place given in this Notice or as soon after the commencement of the meeting covered by this Notice as the School Board may conveniently meet in such closed or executive meeting or session concerning any and all purposes permitted by the Act, including, but not limited to the following sections and purposes:

Texas Government Code Section:

551-071 Private consultation with the board's attorney.

551-072 Discussing purchases, exchange, leases, or value of real property.

551-073 Discussing negotiated contracts for prospective gifts or donations.

551-074 Discussing personnel or to hear complaints against personnel

551-076 Deliberation regarding security devices

551-082 Considering discipline of a public school child, or complaint or charge against personnel

551-083 Considering the standards, guidelines, terms or conditions the board will follow, or will instruct its representative to follow, in consultation with representatives of employee groups.

551-084 Excluding witnesses from a hearing.

Should any final action, decision, or final vote be required in the opinion of the school Board with regard to any matter considered in such closed or executive meeting or session, then the final action, or final vote shall be either:

(a) in the open meeting covered by the Notice upon the reconvening of the public meeting; or

(b) at a subsequent public meeting of the School Board upon notice thereof; as the School Board shall determine.

OPEN FORUM PROCEDURES

The following should be read by the Board President at the beginning of open forum, before any speakers take the podium:

At regular meetings, the Board of Trustees will allow Open Forum to hear persons who desire to make comments to the Board. Persons who wish to participate in this portion of the meeting shall sign up with the presiding officer or designee before the meeting begins and shall indicate the topic about which they wish to speak.

1. Each participant will be limited to five minutes to make comments to the Board.
2. **The Board shall not allow negative comments in public session about individual employees or students.**
3. Speakers shall limit comments to issues that can be presented in a public forum. Complaints about student discipline, specific student issues or personnel must be addressed through appropriate administrative channels. **Employees or members of the public are reminded that they must follow and exhaust all administrative remedies prior to presenting complaints about a student matter or district personnel to the Board.** The presiding officer or designee shall determine whether a person addressing the Board has attempted to solve a matter administratively through resolution channels established by policy.
4. The Board does not respond directly to comments nor answer questions asked by speakers. Texas law does not allow the Board to discuss or take action on any issue that has not been posted on the meeting agenda. Specific factual information or recitation of existing policy may be furnished in response to inquiries, but the Board shall not deliberate or decide regarding any issue that is not included on the agenda posted with the notice of the meeting.



L. G. Alarcon Elementary

San Elizario Independent School District

2021 - 2022

#SEISDCommunityOfChampions

Mission and Vision



Mission Statement:

Our students at Alarcón Elementary School will excel in both academic and social areas in order to seek higher educational opportunities to become self-sufficient and productive citizens.

Vision Statement:

Alarcón Elementary is committed to creating life-long learners.



Mathematics Data

2021 Cumulative Math TRS District Common Assessments				
	Percent	Approaches	Meets	Masters
Grade 3	59%	79%	49%	26%
Grade 4	64%	87%	59%	46%
Grade 5	59%	79%	50%	35%
Grade 6	65%	78%	54%	38%



Mathematics Interventions

- Daily morning intervention
- Math Interventionist-works with small group of students
- After school intervention 2 times a week
- Saturday Camps
- Intersession Tutoring
- Analyzing of math assessments 3rd-6th grade (unit assessments)
- Data analysis is used for targeted instruction
- Small group intervention during math instruction
- Partnering with Lead4Ward (ID priority SE, planning lessons, formative assessments)
- IXL, Galaxy Education, Reflex Math
- Math Night-Teacher's provided parents with activities to help build basic fact fluency)
- Think Along Plan
- Focused planning with the Instructional Specialist during PLC, conference and afterschool



Reading Data

2021 Cumulative Reading TRS District Common Assessments				
	Percent	Approaches	Meets	Masters
Grade 3	59%	67%	16%	10%
Grade 4	60%	66%	23%	9%
Grade 5	60%	62%	21%	11%
Grade 6	67%	68%	27%	14%



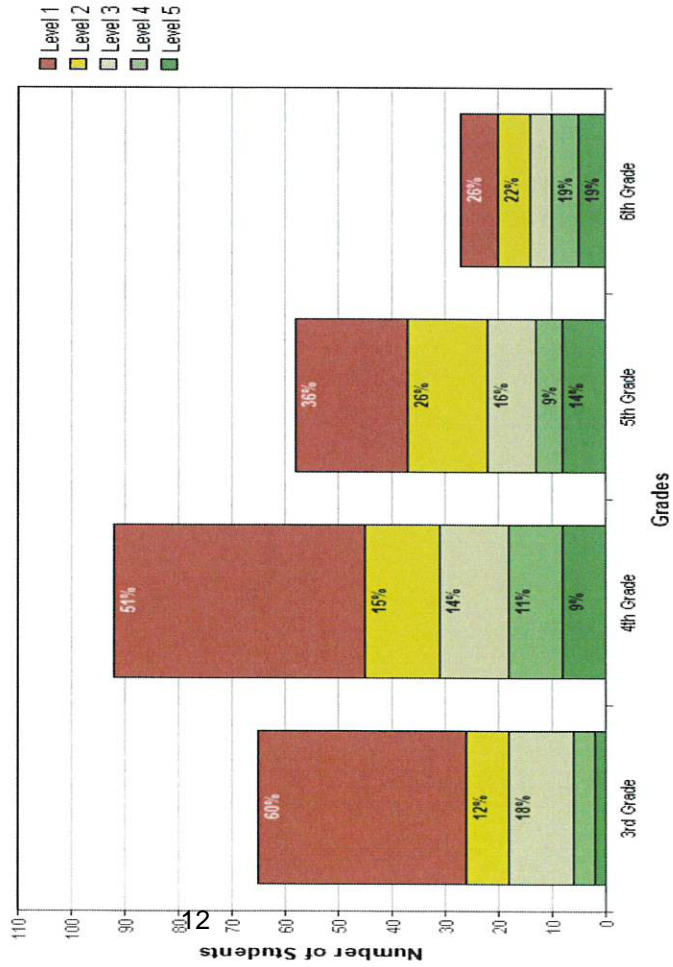
Reading Data

2021 Cumulative Reading - SLAR TRS District Common Assessments				
	Percent	Approaches	Meets	Masters
Grade 3	37%	26%	10%	4%
Grade 4	48%	44%	6%	1%
Grade 5	46%	58%	11%	0%

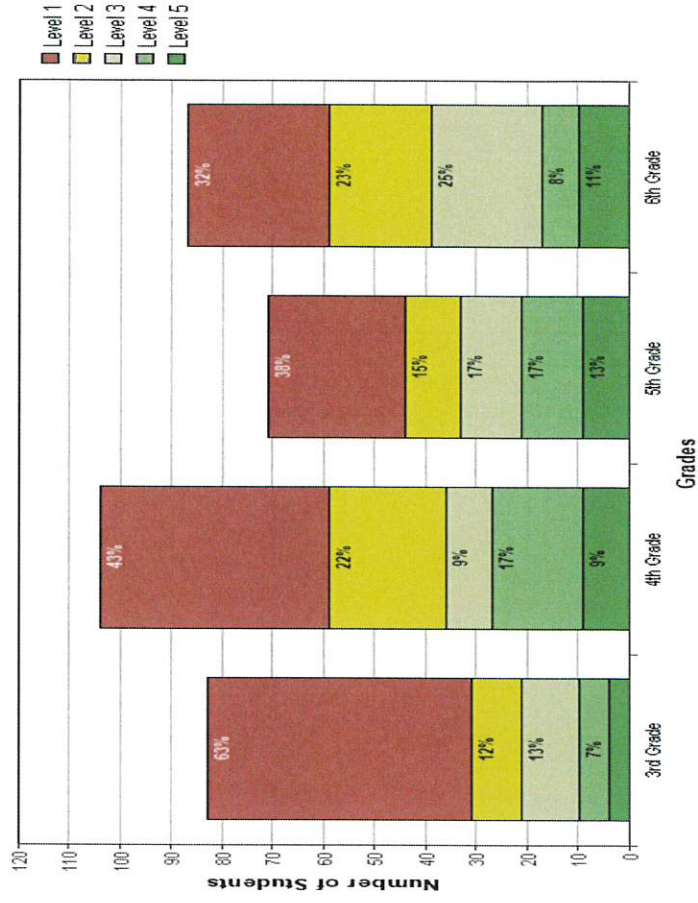
Istation Reading Data



All Grades - August 2021



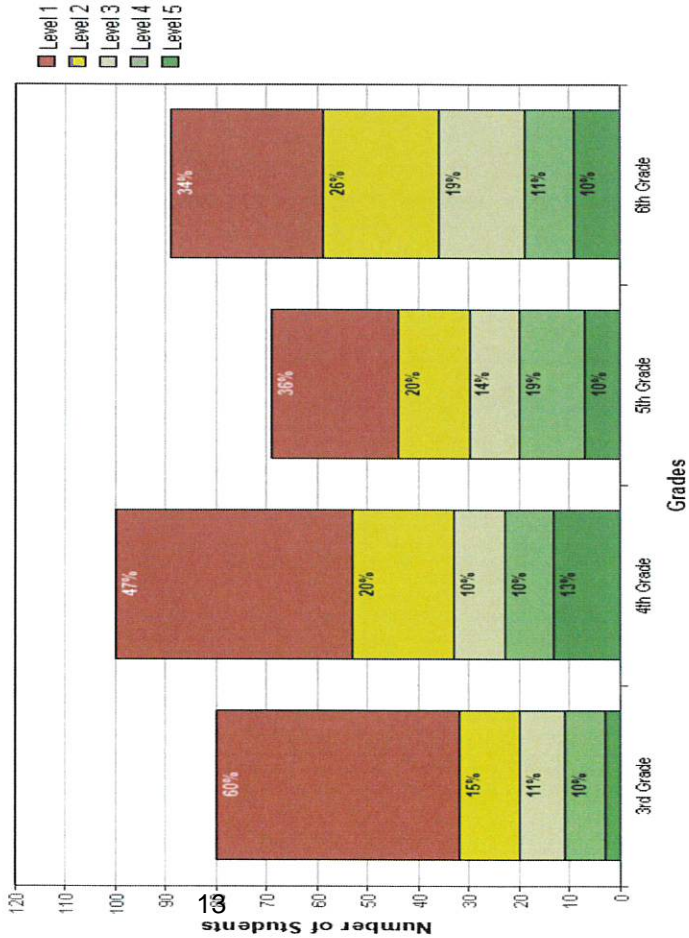
All Grades - September 2021



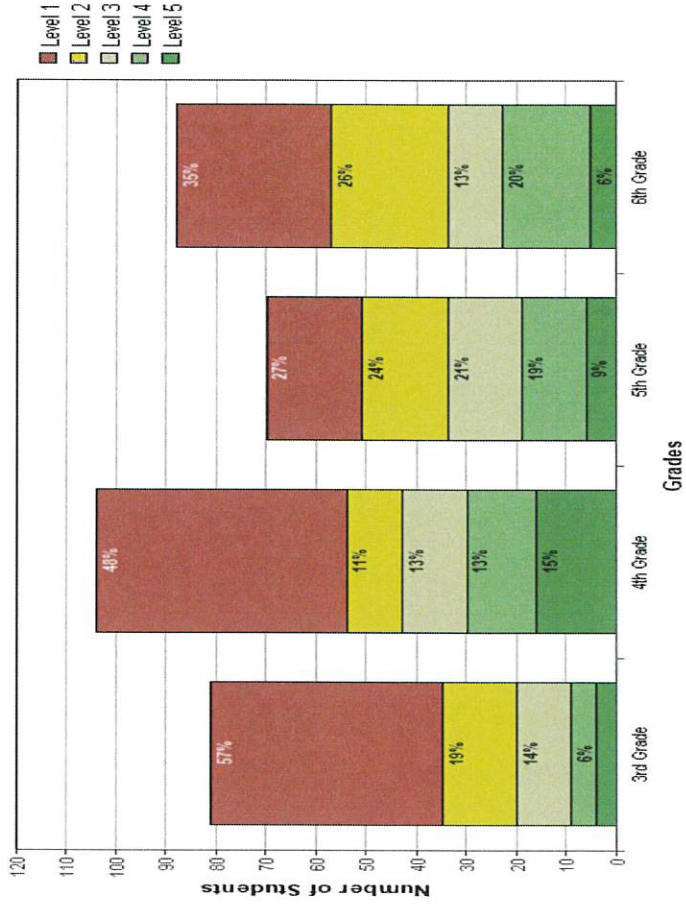
Istation Reading Data



All Grades - October 2021



All Grades - November 2021





Reading Interventions

- Daily morning intervention
- At-Risk Teacher is working with students who are below grade level in the area of reading
- Reading Interventionist working with students who are below grade level
- After school intervention 2 times a week
- Analyzing of reading assessments 3rd - 6th grade
- Data analysis is used for targeted instruction
- Small group instruction during reading instruction
- Partnering with Lead4Ward (ID priority SE, planning lessons, formative assessments)
- Think Along Plan
- Gayla Wiggins from Lead4Ward presented to all 3rd grade teachers to assist in structuring reading block
- I-Station for 3rd- 6th grade monthly testing for growth
- Focused planning with the Instructional Specialist during PLC, conference and afterschool
- IXL, Galaxy Education, Learning A-Z
- Guided Reading in 3rd-6th grade



Science Data

2021 Cumulative Science TRS District Common Assessments				
	Percent	Approaches	Meets	Masters
Grade 5	65%	68%	32%	10%



Science Interventions

- Morning intervention (5th Grade)
- After school intervention 2 times a week
- Analyzing of Science Data assessments 5th-6th grade (Ms. Cortez)
- Planning with Ms. Cortez on high priority SE's
- Partnering with Lead4Ward (ID priority SE, planning lessons, formative assessments)
- Think Along Plan
- IXL



College, Career & Military Readiness

- College Week- EAGLE PROUD COLLEGE BOUND- Jan 25-29, 2022
- College Presentations to include San Elizario Early College
- Manual College applications
- College Week activities promoting different EPCC College Campuses-to include Parent Presentations
- EAGLE PROUD COLLEGE BOUND- Message from Dr. Serrata to our students
- 6th grade- College Presentations to include San Elizario Early College
- Mini Apply Texas Completed
- Endorsement Presentation
- Scholarship Applications Completed-Financial Aid information
- Presentation of Admission Letters to 6th grade students by EPCC Personnel
- Career Week Activities-APRIL
- Guest speakers
- Career and Military Presentations



Effective School Framework (ESF)

Focus Areas for Improvement	Rationale
Essential Action 5.3: Data-driven instruction	We have found that in the area of data analysis we stick lacking data driven instruction.
Essential Action 5.4: RTI for Students with Learning Gaps	Due to the Covid 19 pandemic which caused the suspension of face to face instruction students have been impacted by loss in foundational skills for all content areas. Teachers will need to provide intense intervention for address learning loss of learning.



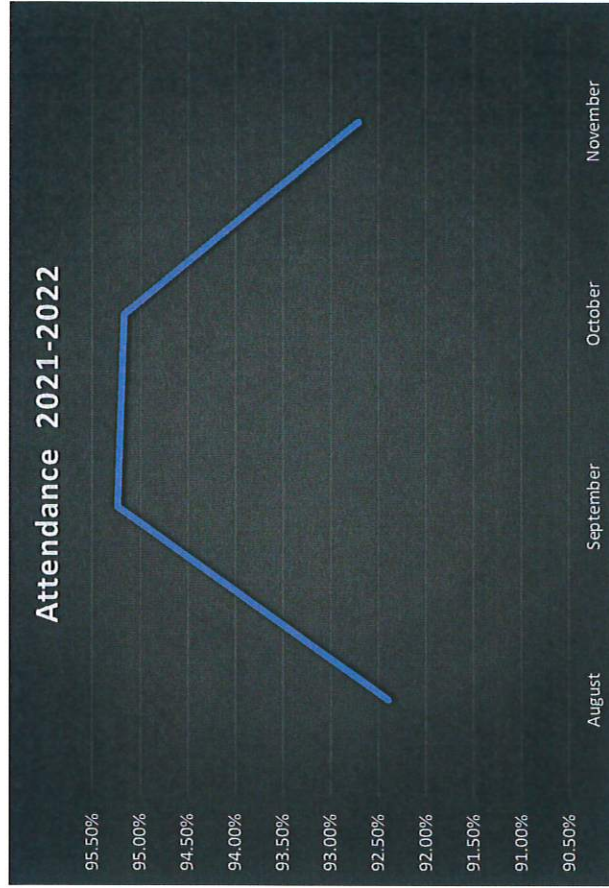
Targeted Improvement Plan (TIP)

Cycle 1 90-day Outcomes (September - November)	
	Prioritized Focus Area #2
	Prioritized Focus Area #1
Essential Action	5.3 Data-driven instruction.
Desired Annual Outcome	For our teachers to use data to drive their instruction.
Desired 90-day Outcome	Teachers will identify Priority Student Expectations, they will analyze the data on the scaffolding Ses to determine which lessons will be planned as a team, how the Think Along Plan will differentiate in their individual classrooms.
Barriers to Address During this Cycle	Teachers feeling overwhelmed and not having enough time.
	5.4 RTI for Student with Learning Gaps For our students to show growth.
	Identify which students are in need of intensive intervention and which students will need to services through the RTI process.
	Teachers overwhelmed by the amount of students identified.

Attendance



Month	2021-2022
August	92.39%
September	95.23%
October	95.17%
November	92.7%





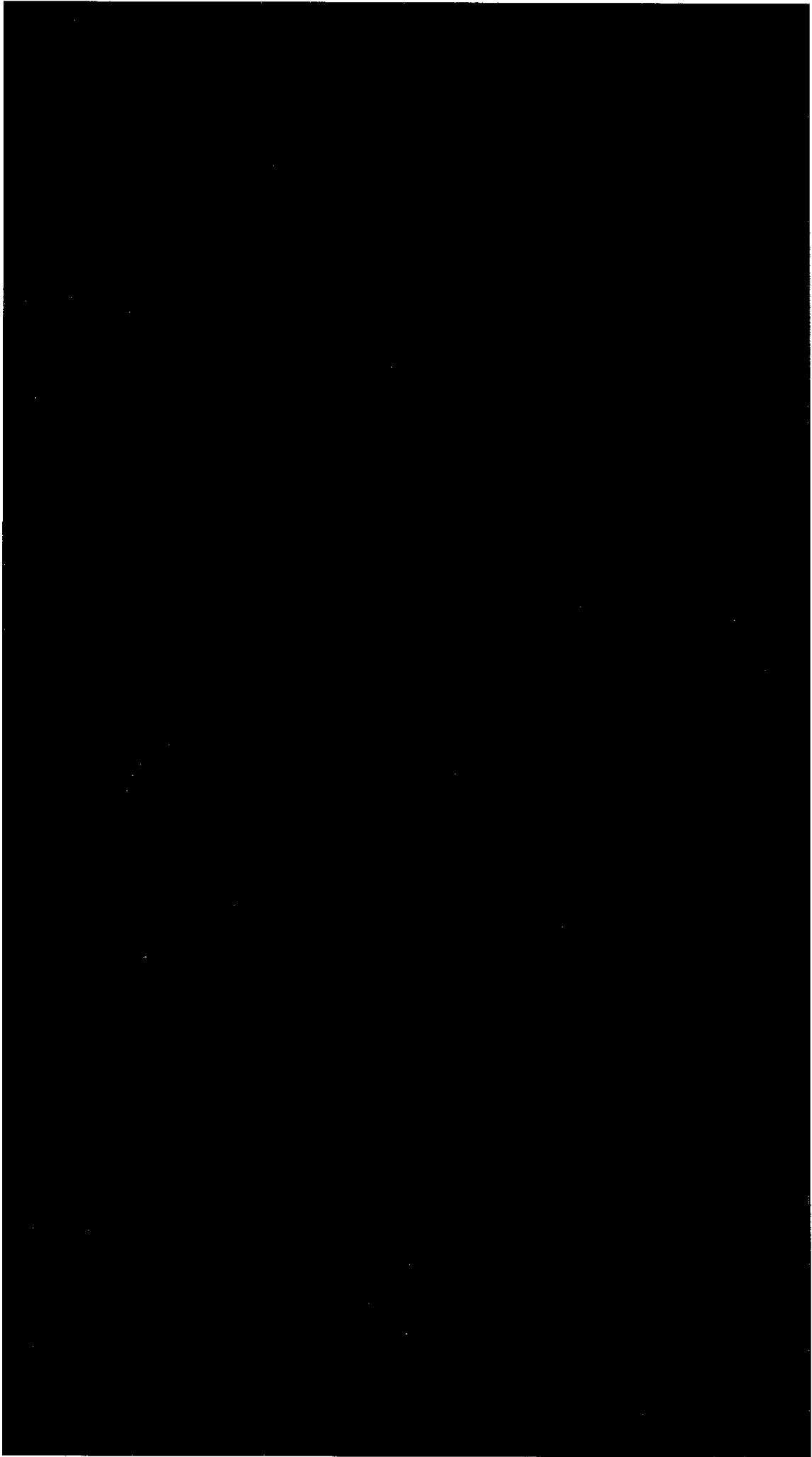
Attendance Interventions

- Attendance Committee reviews attendance by looking at individual students who are chronically absent and ensuring their needs are met using all available resources.
- Attendance clerk reviews student attendance daily and ensures that students are at school daily and on time.
- Phone calls are made to parents who have been absent 3 days or more.
- Assistant Principal meets with parents of children with excessive absences to place on a contract and conferences with students to discuss the importance of attending school every day.
- Students with excessive tardies are conferenced with and parents are notified.
- **Incentives:**
- Grade levels 3rd-6th grade compete weekly for highest attendance and win a free dress day on Mondays.
- 3rd -6th grade are competing with a visible car race for various incentives (extra time during recess, popcorn, etc)
- Monthly challenges for individual students who have no absences or tardies that include a dance or chalk the block.

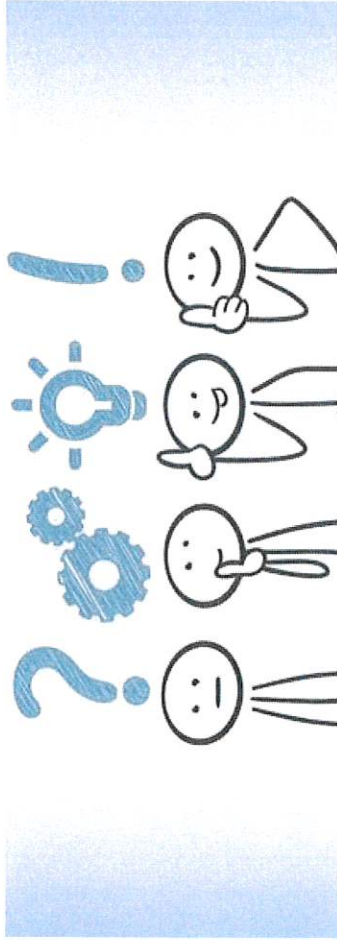
Walkthroughs



	Thru November 19, 2021
de Santos, Leticia	150
Gutierrez, Suzanna	142
TOTAL	292



Thank you!



#SEISDCommunityOfChampions



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports - Tax Report
Date: December 8, 2021

HISTORY: The primary source of state funding for Texas school districts is the Foundation School Program (FSP). This program ensures that all school districts, regardless of property wealth, receive “substantially equal access to similar revenue per student at similar tax effort.” The District’s current tax rate was approved at the September 8, 2021 regular Board meeting for a total rate of \$1.09. The Maintenance & Operations (M&O) rate which pays for items such as staff salaries, supplies, materials, transportation and utilities was \$0.9207 while the Interest & Sinking (I&S) rate which pays for bonded debt was \$0.1693.

RATIONALE: The purpose of this agenda item is to report collections made for the current 2021 tax year which is based on the levy billed on October 1, 2021.

BUDGET IMPACT: Collections as of September 30, 2021 is summarized below. There is no property tax collection analysis report available at the time, but when the report does become available for the new tax year beginning on October 1, 2021 it will contain the period of September 2021.

	M&O	I&S	Total	Collections
Current Year Levy	\$2,746,447	\$505,022	\$3,251,468	
Current Year Collections	\$15,341	\$2,821	\$18,162	\$18,162
Current Year Levy Outstanding	\$2,731,106	\$502,201	\$3,233,307	
Prior Year Collections				\$31,340
Penalty & Interest Collections				\$12,085
Total Collections				\$61,587

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

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EL PASO CONSOLIDATED TAX OFFICE
PROPERTY TAX COLLECTION ANALYSIS
9/1/2021 through 10/31/2021

JURISDICTION: 19 SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

PERIOD	CURRENT TAX YEAR (\$)		PRIOR YEARS (\$)		ALL YEARS (\$)			COLLECTION FEE (\$)	
	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	COLLECTED	CUMULATIVE	%	COLLECTED	CUMULATIVE
Sep 2021	-	-	33,787.27	33,787.27	33,787.27	33,787.27	1.04%	5,727.52	5,727.52
Oct 2021	18,161.58	18,161.58	9,637.72	43,424.99	27,799.30	61,586.57	1.89%	1,505.41	7,232.93
Nov 2021									
Dec 2021									
Jan 2022									
Feb 2022									
Mar 2022									
Apr 2022									
May 2022									
Jun 2022									
Jul 2022									
Aug 2022									

LEVY	CURRENT	PRIOR	ALL YEARS	REVENUE	CURRENT	PRIOR	ALL YEARS
Levy-Cert 7/24/2021	-	N/A	N/A	Total Levy Collected	18,161.58	31,340.12	49,501.70
Levy-Billed 10/1/2021	3,251,468.31	574,891.82	3,826,360.13	Total Penalty & Interest	-	12,084.87	12,084.87
Adjusted Levy YTD	3,251,468.31	552,980.14	3,804,448.45	Total Levy + P&I	18,161.58	43,424.99	61,586.57
Increase/Decrease	-	(21,911.68)	(21,911.68)	Taxes as percent of levy	0.56%	0.96%	1.52%
Levy Outstanding	3,233,306.73	521,640.02	3,754,946.75	P&I as percent of levy	0.00%	0.37%	0.37%
				Total as percent of levy	0.56%	1.33%	1.89%
				Collection Fee	-	7,232.93	7,232.93
				Total Collected YTD	18,161.58	50,657.92	68,819.50

TAX COLLECTION SYSTEM
 TAX COLLECTOR MONTHLY REPORT
 FROM 10/01/2021 TO 10/31/2021

INCLUDES AG ROLLBACK

FISCAL START: 07/01/2021 END: 06/30/2022 JURISDICTION: 0019 SAN ELIZARIO ISD

	CERT TAXABLE VALUE	ADJUSTMENTS	ADJ TAX VALUE	TAX RATE	TAX LEVY	PAID ACCTS
	-----	-----	-----	-----	-----	-----
CURRENT YEAR	309,429,221	0	309,429,221	01.090000	3,251,468.31	767
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YEAR	TAXES DUE	MONTH ADJ	ADJUSTMENT YTD	LEVY PAID	PAID YTD	BALANCE	COLL %	YTD UNCOLL
	-----	-----	-----	-----	-----	-----	-----	-----
2021	3,251,468.31	.00	0.00	18,161.58	18,161.58	3,233,306.73	.56	0.00
2020	168,309.64	201.27-	870.31-	4,210.54	51,226.12	116,213.21	30.59	0.00
2019	77,484.22	197.15-	488.25-	1,763.95	11,593.64	65,402.33	15.06	0.00
2018	54,688.80	.00	1,947.12	296.95	6,488.97	50,146.95	11.46	0.00
2017	39,385.41	.00	1,764.43	585.28	3,747.40	37,402.44	9.11	0.00
2016	29,830.17	.00	1,760.21	280.92	807.96	30,782.42	2.56	0.00
2015	23,169.86	.00	0.00	50.11	393.32	22,776.54	1.70	0.00
2014	25,881.71	.00	0.00	48.55	382.45	25,499.26	1.48	0.00
2013	18,602.00	.00	0.00	18.57	168.68	18,433.32	.91	0.00
2012	15,551.78	.00	0.00	18.57	136.50	15,415.28	.88	0.00
2011	16,228.65	.00	0.00	18.57	21.52	16,207.13	.13	0.00
2010	16,784.85	.00	6,925.25-	16.34	270.65	9,588.95	2.75	0.00
2009	8,355.63	.00	0.00	0.28	240.06	8,115.57	2.87	0.00
2008	8,870.56	.00	0.00	0.00	16.13	8,854.43	.18	0.00
2007	6,926.39	.00	0.00	62.35	65.30	6,861.09	.94	0.00
2006	7,792.38	.00	0.00	0.00	103.12	7,689.26	1.32	0.00
2005	15,640.42	.00	0.00	0.00	356.82	15,283.60	2.28	0.00
2004	15,723.23	.00	0.00	0.00	315.56	15,407.67	2.01	0.00
2003	15,176.60	.00	0.00	0.00	337.13	14,839.47	2.22	0.00
2002	14,974.72	.00	0.00	0.00	357.51	14,617.21	2.39	0.00
2001	14,045.70	.00	0.00	0.00	355.44	13,690.26	2.53	0.00
2000	22,684.36	.00	13,891.98-	0.00	378.75	8,413.63	4.31	0.00
****	3,867,575.39	398.42-	16,704.03-	25,532.56	95,924.61	3,754,946.75		0.00

11/02/2021 09:18:34 3868939
 TC298-D SELECTION: DEPOSIT
 RECEIPT DATE: ALL
 LOCATION: ALL

TAX COLLECTION SYSTEM
 DEPOSIT DISTRIBUTION
 FROM: 10/01/2021 THRU 10/31/2021
 JURISDICTION: 0019 SAN ELIZARIO ISD

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2021	M & O	.920700	15,340.77	.00	.00	.00	15,340.77	.00	.00	.00	15,340.77
	I & S	.169300	2,820.81	.00	.00	.00	2,820.81	.00	.00	.00	2,820.81
	TOTAL	1.090000	18,161.58	.00	.00	.00	18,161.58	.00	.00	.00	18,161.58
2020	M & O	1.015100	3,653.11	.00	740.40	.00	4,393.51	698.98	.00	.00	5,092.49
	I & S	.154900	557.43	.00	112.97	.00	670.40	.00	.00	.00	670.40
	TOTAL	1.170000	4,210.54	.00	853.37	.00	5,063.91	698.98	.00	.00	5,762.89
2019	M & O	1.028700	1,583.25	.00	474.56	.00	2,057.81	417.35	.00	.00	2,475.16
	I & S	.117400	180.70	.00	54.14	.00	234.84	.00	.00	.00	234.84
	TOTAL	1.146100	1,763.95	.00	528.70	.00	2,292.65	417.35	.00	.00	2,710.00
2018	M & O	1.108900	268.53	.00	117.26	.00	385.79	83.57	.00	.00	469.36
	I & S	.117400	28.42	.00	12.42	.00	40.84	.00	.00	.00	40.84
	TOTAL	1.226300	296.95	.00	129.68	.00	426.63	83.57	.00	.00	510.20
2017	M & O	1.108900	529.25	.00	268.43	.00	797.68	125.44	.00	.00	923.12
	I & S	.117400	56.03	.00	28.41	.00	84.44	.00	.00	.00	84.44
	TOTAL	1.226300	585.28	.00	296.84	.00	882.12	125.44	.00	.00	1,007.56
2016	M & O	1.108900	249.95	.00	172.17	.00	422.12	94.89	.00	.00	517.01
	I & S	.137400	30.97	.00	21.33	.00	52.30	.00	.00	.00	52.30
	TOTAL	1.246300	280.92	.00	193.50	.00	474.42	94.89	.00	.00	569.31
2015	M & O	1.108900	45.02	.00	36.30	.00	81.32	18.10	.00	.00	99.42
	I & S	.125800	5.09	.00	4.12	.00	9.21	.00	.00	.00	9.21
	TOTAL	1.234700	50.11	.00	40.42	.00	90.53	18.10	.00	.00	108.63
2014	M & O	1.108900	46.38	.00	28.80	.00	75.18	2.13	.00	.00	77.31
	I & S	.051800	2.17	.00	1.35	.00	3.52	.00	.00	.00	3.52
	TOTAL	1.160700	48.55	.00	30.15	.00	78.70	2.13	.00	.00	80.83
2013	M & O	1.108956	17.74	.00	18.63	.00	36.37	7.61	.00	.00	43.98
	I & S	.051800	.83	.00	.87	.00	1.70	.00	.00	.00	1.70
	TOTAL	1.160756	18.57	.00	19.50	.00	38.07	7.61	.00	.00	45.68
2012	M & O	1.108956	17.74	.00	20.76	.00	38.50	8.06	.00	.00	46.56
	I & S	.051800	.83	.00	.97	.00	1.80	.00	.00	.00	1.80
	TOTAL	1.160756	18.57	.00	21.73	.00	40.30	8.06	.00	.00	48.36
2011	M & O	1.108956	17.74	.00	22.89	.00	40.63	8.51	.00	.00	49.14
	I & S	.051800	.83	.00	1.07	.00	1.90	.00	.00	.00	1.90
	TOTAL	1.160756	18.57	.00	23.96	.00	42.53	8.51	.00	.00	51.04
2010	M & O	1.108900	15.61	.00	17.38	.00	32.99	6.12	.00	.00	39.11
	I & S	.051800	.73	.00	.81	.00	1.54	.00	.00	.00	1.54
	TOTAL	1.160700	16.34	.00	18.19	.00	34.53	6.12	.00	.00	40.65

YEAR	FUND	TAX RATE	LEVY PAID	DISCOUNT GIVEN	PENALTY INTEREST	TIF AMOUNT	DISBURSE TOTAL	ATTORNEY	OTHER FEES	REFUND AMOUNT	PAYMENT AMOUNT
2009	M & O	1.108956	.27	.00	.32	.00	.59	.10	.00	.00	.69
	I & S	.051800	.01	.00	.01	.00	.02	.00	.00	.00	.02
	TOTAL	1.160756	.28	.00	.33	.00	.61	.10	.00	.00	.71
2007	M & O	1.040000	57.95	.00	102.58	.00	160.53	34.55	.00	.00	195.08
	I & S	.078940	4.40	.00	7.79	.00	12.19	.00	.00	.00	12.19
	TOTAL	1.118940	62.35	.00	110.37	.00	172.72	34.55	.00	.00	207.27
ALL	M & O		21,843.31	.00	2,020.48	.00	23,863.79	1,505.41	.00	.00	25,369.20
ALL	I & S		3,689.25	.00	246.26	.00	3,935.51	.00	.00	.00	3,935.51
ALL	TOTAL		25,532.56	.00	2,266.74	.00	27,799.30	1,505.41	.00	.00	29,304.71
DLO	M & O		6,502.54	.00	2,020.48	.00	8,523.02	1,505.41	.00	.00	10,028.43
DLO	I & S		868.44	.00	246.26	.00	1,114.70	.00	.00	.00	1,114.70
DLO	TOTAL		7,370.98	.00	2,266.74	.00	9,637.72	1,505.41	.00	.00	11,143.13
CURR	M & O		15,340.77	.00	.00	.00	15,340.77	.00	.00	.00	15,340.77
CURR	I & S		2,820.81	.00	.00	.00	2,820.81	.00	.00	.00	2,820.81
CURR	TOTAL		18,161.58	.00	.00	.00	18,161.58	.00	.00	.00	18,161.58

11/02/2021 09:18:55 3868939
TC298-X2 SELECTION: DEPOSIT

TAX COLLECTION SYSTEM
DEPOSIT DISTRIBUTION
JURISDICTION SUMMARY BY YEAR
FROM: 10/01/2021 THRU 10/31/2021
JURISDICTION: 0019 SAN ELIZARIO ISD

INCLUDES AG ROLLBACK

PAGE: 1

UPDATE MODE

11/02/2021 09:18:55 3868939

	TAX COLLECTION SYSTEM		PAGE: 16				
	PENALTY	COLLECTED	P & I	DISCOUNT	COMMISSION	AMOUNT	
YEAR 2020 TOTAL	124.32	11.30	26.11	2.37	0.00	0.69	149.74
TOTAL FOR 0019 SAN ELIZARIO ISD	124.32	11.30	26.11	2.37	0.00	0.69	149.74
BY COUNTY 71	124.32	11.30	26.11	2.37	0.00	0.69	149.74



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Financial Statements
Date: December 8, 2021

HISTORY: The district’s fiscal year runs from July 1st through June 30th. The district’s fiscal accounts are audited annually and the results are typically presented at the regular board meeting in November.

RATIONALE: The purpose of this agenda item is to present unaudited interim financial statements as of October 31, 2021 which are attached to this memo. Included are:

- Exhibit G-1: presents budget and actual amounts for the general fund
- Exhibit J-3: presents budget and actual amounts for the debt service fund
- Exhibit C-1: presents the balance sheet for governmental funds
- Exhibit C-3: presents revenues and expenditures for governmental funds
- Exhibit H-4: presents revenues and expenses for internal service funds

BUDGET IMPACT: There is no budget impact associated with this agenda item.

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND - UNAUDITED
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2021

Data Control Codes		Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
		Original	Final		
REVENUES:					
5700	Total Local and Intermediate Sources	\$ 3,101,144	\$ 3,101,144	\$ 177,712	\$ (2,923,432)
5800	State Program Revenues	30,725,856	30,753,515	8,988,654	(21,764,861)
5900	Federal Program Revenues	5,268,000	5,297,012	1,130,381	(4,166,631)
5020	Total Revenues	<u>39,095,000</u>	<u>39,151,671</u>	<u>10,296,748</u>	<u>(28,854,923)</u>
EXPENDITURES:					
Current:					
0011	Instruction	18,741,079	18,750,079	5,598,493	13,151,586
0012	Instructional Resources and Media Services	509,500	509,500	176,149	333,351
0013	Curriculum and Instructional Staff Development	182,766	182,766	65,908	116,858
0021	Instructional Leadership	758,050	761,065	282,789	478,276
0023	School Leadership	2,172,042	2,172,042	786,546	1,385,496
0031	Guidance, Counseling and Evaluation Services	1,278,767	1,286,767	428,611	858,156
0032	Social Work Services	251,778	251,778	81,928	169,850
0033	Health Services	434,094	463,106	135,681	327,425
0034	Student (Pupil) Transportation	1,326,403	1,326,403	443,103	883,300
0035	Food Services	4,000,000	4,000,000	876,905	3,123,095
0036	Extracurricular Activities	1,047,623	1,060,923	266,610	794,313
0041	General Administration	1,650,008	1,653,023	623,360	1,029,663
0051	Facilities Maintenance and Operations	4,377,423	4,377,423	1,611,459	2,765,964
0052	Security and Monitoring Services	896,658	896,658	252,694	643,964
0053	Data Processing Services	1,377,417	1,377,417	656,346	721,071
0061	Community Services	26,147	26,147	7,438	18,709
Debt Service:					
0071	Principal on Long Term Debt	-	-	-	-
0072	Interest on Long Term Debt	-	-	-	-
0073	Bond Issuance Cost and Fees	-	-	-	-
Capital Outlay:					
0081	Facilities Acquisition and Construction	220,000	155,000	62,852	92,148
Intergovernmental:					
0099	Other Intergovernmental Charges	44,500	44,500	9,715	34,785
6030	Total Expenditures	<u>39,294,255</u>	<u>39,294,597</u>	<u>12,366,588</u>	<u>26,928,009</u>
1100	Excess (Deficiency) of Revenues Over(Under) Expenditures	<u>(199,255)</u>	<u>(142,926)</u>	<u>(2,069,840)</u>	<u>(1,926,914)</u>
OTHER FINANCING SOURCES (USES):					
7912	Sale of Real and Personal Property	5,000	5,000	6,188	1,188
7915	Transfers In	-	-	-	-
8911	Transfers Out (Use)	-	-	-	-
7080	Total Other Financing Sources (Uses)	<u>5,000</u>	<u>5,000</u>	<u>6,188</u>	<u>1,188</u>
1200	Net Changes in Fund Balances	(194,255)	(137,926)	(2,063,652)	(1,925,726)
0100	Fund Balance - July 1 (Beginning)	-	13,295,680	13,295,680	-
3000	Fund Balance - June 30 (Ending)	<u>\$ (194,255)</u>	<u>\$ 13,157,754</u>	<u>\$ 11,232,028</u>	<u>\$ (1,925,726)</u>

SAN ELIZARIO ISD
SCHEDULE OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - DEBT SERVICE FUND - UNAUDITED
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2021

Data Control Codes		Budgeted Amounts		Actual Amounts (GAAP BASIS)	Variance With Final Budget Positive or (Negative)
		Original	Final		
	REVENUES:				
5700	Total Local and Intermediate Sources	\$ 571,406	\$ 571,406	\$ 14,260	\$ (557,146)
5800	State Program Revenues	1,054,766	1,054,766	738	(1,054,028)
5020	Total Revenues	<u>1,626,172</u>	<u>1,626,172</u>	<u>14,998</u>	<u>(1,611,174)</u>
	EXPENDITURES:				
	Debt Service:				
0071	Principal on Long Term Debt	610,000	610,000	-	610,000
0072	Interest on Long Term Debt	1,067,900	1,067,900	533,950	533,950
0073	Bond Issuance Cost and Fees	1,000	1,000	400	600
6030	Total Expenditures	<u>1,678,900</u>	<u>1,678,900</u>	<u>534,350</u>	<u>1,144,550</u>
1200	Net Changes in Fund Balances	(52,728)	(52,728)	(519,352)	(466,624)
0100	Fund Balance - July 1 (Beginning)	-	239,349	239,349	-
3000	Fund Balance - June 30 (Ending)	<u>\$ (52,728)</u>	<u>\$ 186,621</u>	<u>\$ (280,003)</u>	<u>\$ (466,624)</u>

SAN ELIZARIO ISD
BALANCE SHEET
GOVERNMENTAL FUNDS - UNAUDITED
AS OF OCTOBER 31, 2021

Data Control Codes	General Fund	Other Funds	Total Governmental Funds
ASSETS			
1110	\$ 10,942,248	\$ 823,440	\$ 11,765,688
1220	563,438	52,669	616,107
1230	(52,273)	(4,696)	(56,968)
1240	524,296	2,095,224	2,619,520
1250	1,149	-	1,149
1260	2,673,679	273,506	2,947,186
1300	217,533	-	217,533
1410	-	-	-
1000	<u>14,870,070</u>	<u>3,240,144</u>	<u>18,110,214</u>
LIABILITIES			
2110	321,398	67,803	389,201
2150	288,598	-	288,598
2160	1,476,401	191,371	1,667,772
2170	862,424	2,073,914	2,936,337
2180	-	115,484	115,484
2200	115,832	-	115,832
2300	62,224	2,845	65,069
2000	<u>3,126,876</u>	<u>2,451,417</u>	<u>5,578,292</u>
DEFERRED INFLOWS OF RESOURCES			
2601	<u>511,165</u>	<u>47,974</u>	<u>559,139</u>
2600	<u>511,165</u>	<u>47,974</u>	<u>559,139</u>
FUND BALANCES			
Nonspendable Fund Balance:			
3410	155,309	-	155,309
Restricted Fund Balance:			
3450	399,165	147,317	546,482
3470	-	720,951	720,951
3480	-	(280,002)	(280,002)
3490	-	152,488	152,488
3510	68,141	-	68,141
3600	10,609,415	-	10,609,415
3000	<u>11,232,029</u>	<u>740,753</u>	<u>11,972,783</u>
4000	<u>\$ 14,870,070</u>	<u>\$ 3,240,144</u>	<u>\$ 18,110,214</u>

SAN ELIZARIO ISD
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE
GOVERNMENTAL FUNDS - UNAUDITED
FOR THE FOUR MONTHS ENDING OCTOBER 31, 2021

Data Control Codes	General Fund	Other Funds	Total Governmental Funds
REVENUES:			
5700 Total Local and Intermediate Sources	\$ 177,712	\$ 47,748	\$ 225,460
5800 State Program Revenues	8,988,654	46,240	9,034,894
5900 Federal Program Revenues	1,130,381	2,878,443	4,008,824
5020 Total Revenues	<u>10,296,748</u>	<u>2,972,430</u>	<u>13,269,178</u>
EXPENDITURES:			
Current:			
0011 Instruction	5,598,493	1,769,248	7,367,740
0012 Instructional Resources and Media Services	176,149	31,162	207,311
0013 Curriculum Instructional Staff Development	65,908	453,171	519,079
0021 Instructional Leadership	282,789	48,635	331,424
0023 School Leadership	786,546	72,216	858,762
0031 Guidance, Counseling and Evaluation Services	428,611	41,557	470,168
0032 Social Work Services	81,928	6,147	88,075
0033 Health Services	135,681	53,402	189,082
0034 Student (Pupil) Transportation	443,103	42,005	485,108
0035 Food Services	876,905	98,758	975,663
0036 Extracurricular Activities	266,610	7,973	274,583
0041 General Administration	623,360	30,735	654,095
0051 Facilities Maintenance and Operations	1,611,459	737,682	2,349,141
0052 Security and Monitoring Services	252,694	46,103	298,796
0053 Data Processing Services	656,346	18,441	674,787
0061 Community Services	7,438	64,041	71,480
Debt Service:			
0071 Principal on Long Term Debt	-	-	-
0072 Interest on Long Term Debt	-	533,950	533,950
0073 Bond Issuance Cost and Fees	-	400	400
Capital Outlay:			
0081 Facilities Acquisition and Construction	62,852	78,830	141,682
Intergovernmental:			
0099 Other Intergovernmental Charges	9,715	-	9,715
6030 Total Expenditures	<u>12,366,588</u>	<u>4,134,454</u>	<u>16,501,041</u>
1100 Excess (Deficiency) of Revenues Over(Under) Expenditures	<u>(2,069,840)</u>	<u>(1,162,023)</u>	<u>(3,231,863)</u>
OTHER FINANCING SOURCES (USES)			
7912 Sale of Real and Personal Property	6,188	-	6,188
7915 Transfers In	-	-	-
8911 Transfers Out (Use)	-	-	-
7080 Total Other Financing Sources (Uses)	<u>6,188</u>	<u>-</u>	<u>6,188</u>
1200 Net Change in Fund Balances	<u>(2,063,652)</u>	<u>(1,162,023)</u>	<u>(3,225,675)</u>
0100 Fund Balance - July 1 (Beginning)	13,295,680	1,902,777	15,198,457
1300 Prior Period Adjustment	-	-	-
3000 Fund Balance - June 30 (Ending)	<u>\$ 11,232,028</u>	<u>\$ 740,753</u>	<u>\$ 11,972,781</u>

SAN ELIZARIO ISD
 COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION
 INTERNAL SERVICE FUNDS - UNAUDITED
 FOR THE FOUR MONTHS ENDING OCTOBER 31, 2021

	753 Self Insurance Health Fund	770 Self Insurance W/ Comp Fund	Total Internal Service Funds
OPERATING REVENUES:			
Local and Intermediate Sources	\$ 1,411,623	\$ 95,447	\$ 1,507,070
Total Operating Revenues	<u>1,411,623</u>	<u>95,447</u>	<u>1,507,070</u>
OPERATING EXPENSES:			
Professional and Contracted Services	1,334,259	152,097	1,486,356
Other Operating Costs	299,716	-	299,716
Total Operating Expenses	<u>1,633,974</u>	<u>152,097</u>	<u>1,786,071</u>
Operating Income (Loss)	<u>(222,351)</u>	<u>(56,650)</u>	<u>(279,002)</u>
NONOPERATING REVENUES (EXPENSES):			
Earnings from Temporary Deposits & Investments	167	318	485
Total Nonoperating Revenues (Expenses)	<u>167</u>	<u>318</u>	<u>485</u>
Income (Loss) Before Transfers	(222,185)	(56,333)	(278,517)
Transfer In	-	-	-
Change in Net Position	<u>(222,185)</u>	<u>(56,333)</u>	<u>(278,517)</u>
Total Net Position - July 1 (Beginning)	<u>231,148</u>	<u>1,120,986</u>	<u>1,352,134</u>
Total Net Position - June 30 (Ending)	<u>\$ 8,963</u>	<u>\$ 1,064,653</u>	<u>\$ 1,073,617</u>



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Subject: Financial Reports – Investment Report
Date: December 8, 2021

HISTORY: Not less than quarterly, the investment officer shall prepare and submit to the board a written report of investment transactions for all funds covered by the Public Funds Investment Act for the preceding report period in accordance with section 2256.023 of the Texas Government Code.

RATIONALE: The purpose of this agenda item is to present that investment report which is attached to this memo.

BUDGET IMPACT: Interest earned by fund is summarized in the investment report which is attached to this memo.

ADMINISTRATIVE RECOMMENDATION: This report is for information only.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district

San Elizario I.S.D.
 Statement of Interest Earned
 For The Four Months Ending October 31, 2021

	General Fund	\$	5,242.85
	Interest & Sinking (Debt Service) Fund	\$	83.84
	Capital Projects Fund	\$	23.55
	Health Insurance Fund	\$	166.69
	Workers Compensation Fund	\$	317.90
	Total	\$	<u>5,834.83</u>

We, the undersigned Investment Officers, do hereby certify that the above investment information, is in compliance with Board Policy (CDA Local) and requirements stated in Sec. 2256.023 of the PFIA.



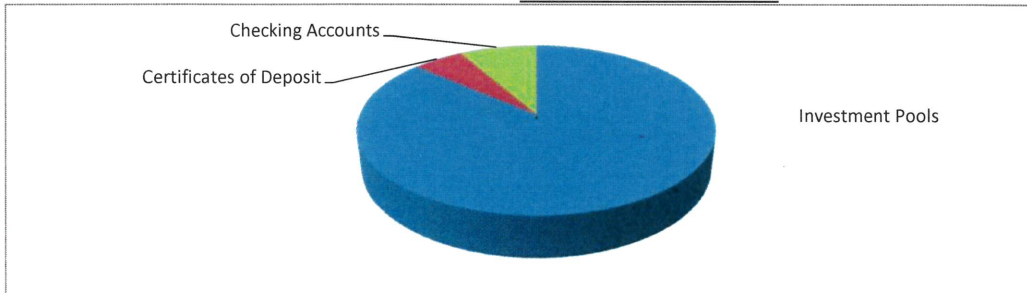
 Chief Financial Officer

November 18, 2021

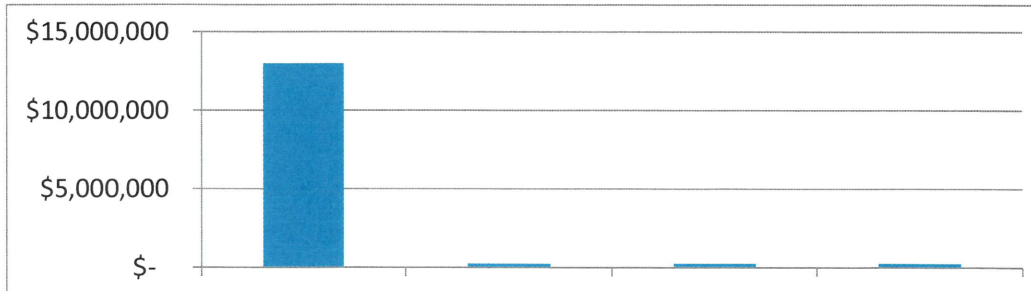
Date

Portfolio Diversification

By Investment Type	Current Market Value	Portfolio %
Investment Pools	\$ 11,842,426	86.30%
Certificates of Deposit	\$ 750,000	5.47%
Checking Accounts	\$ 1,130,078	8.24%
	<u>\$ 13,722,504</u>	



By Investment Maturity	Current Market Value	Portfolio %
Overnight	\$ 12,972,504	94.53%
0 - 1 Year	\$ 250,000	1.82%
1 - 2 Years	\$ 250,000	1.82%
2 + years	\$ 250,000	1.82%
	<u>\$ 13,722,504</u>	



General Fund

Wells Fargo- General Operating Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 1,889,584.09	0.00%	\$ -
01-Aug-21	31-Aug-21	Overnight	\$ 1,700,036.71	0.00%	\$ -
01-Sep-21	30-Sep-21	Overnight	\$ 983,591.87	0.00%	\$ -
01-Oct-21	31-Oct-21	Overnight	\$ 491,694.35	0.00%	\$ -
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Wells Fargo- Food Service Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 16,986.48	0.00%	\$ -
01-Aug-21	31-Aug-21	Overnight	\$ 31,147.04	0.00%	\$ -
01-Sep-21	30-Sep-21	Overnight	\$ 47,442.65	0.00%	\$ -
01-Oct-21	31-Oct-21	Overnight	\$ 53,922.30	0.00%	\$ -
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Lone Star Investment Pool- Corporate Overnight Plus Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 6,837,661.35	0.09%	\$ 553.13
01-Aug-21	31-Aug-21	Overnight	\$ 4,268,055.36	0.08%	\$ 436.90
01-Sep-21	30-Sep-21	Overnight	\$ 6,426,222.12	0.08%	\$ 323.01
01-Oct-21	31-Oct-21	Overnight	\$ 5,966,849.08	0.08%	\$ 382.42
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ 1,695.46</u>

General Fund

Wells Fargo- General Operating Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 1,889,584.09	0.00%	\$ -
01-Aug-21	31-Aug-21	Overnight	\$ 1,700,036.71	0.00%	\$ -
01-Sep-21	30-Sep-21	Overnight	\$ 983,591.87	0.00%	\$ -
01-Oct-21	31-Oct-21	Overnight	\$ 491,694.35	0.00%	\$ -
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Wells Fargo- Food Service Checking Account

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 16,986.48	0.00%	\$ -
01-Aug-21	31-Aug-21	Overnight	\$ 31,147.04	0.00%	\$ -
01-Sep-21	30-Sep-21	Overnight	\$ 47,442.65	0.00%	\$ -
01-Oct-21	31-Oct-21	Overnight	\$ 53,922.30	0.00%	\$ -
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ -</u>

Lone Star Investment Pool- Corporate Overnight Plus Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 6,837,661.35	0.09%	\$ 553.13
01-Aug-21	31-Aug-21	Overnight	\$ 4,268,055.36	0.08%	\$ 436.90
01-Sep-21	30-Sep-21	Overnight	\$ 6,426,222.12	0.08%	\$ 323.01
01-Oct-21	31-Oct-21	Overnight	\$ 5,966,849.08	0.08%	\$ 382.42
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					<u>\$ 1,695.46</u>

Lone Star Investment Pool- Corporate Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 348,829.63	0.08%	\$ 25.09
01-Aug-21	31-Aug-21	Overnight	\$ 348,848.05	0.06%	\$ 18.42
01-Sep-21	30-Sep-21	Overnight	\$ 348,863.20	0.05%	\$ 15.15
01-Oct-21	31-Oct-21	Overnight	\$ 348,879.20	0.05%	\$ 16.00
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 74.66

Lone Star Investment Pool- Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 173,545.65	0.01%	\$ 0.72
01-Aug-21	31-Aug-21	Overnight	\$ 198,996.35	0.01%	\$ 0.82
01-Sep-21	30-Sep-21	Overnight	\$ 329,982.26	0.01%	\$ 0.93
01-Oct-21	31-Oct-21	Overnight	\$ 353,854.74	0.01%	\$ 1.50
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 3.97

Texas CLASS Investment Pool- General Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 3,186,405.30	0.06%	\$ 166.37
01-Aug-21	31-Aug-21	Overnight	\$ 3,186,542.19	0.05%	\$ 136.89
01-Sep-21	30-Sep-21	Overnight	\$ 3,186,658.08	0.04%	\$ 115.89
01-Oct-21	31-Oct-21	Overnight	\$ 3,186,775.93	0.04%	\$ 117.85
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 537.00

GECU- Certificate of Deposit (Date Opened: 4/21/2021 Maturity Date: 4/21/2024)

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	2+ Years	\$ 250,000.00	0.80%	\$ 169.86
01-Aug-21	31-Aug-21	2+ Years	\$ 250,000.00	0.80%	\$ 169.86
01-Sep-21	30-Sep-21	2+ Years	\$ 250,000.00	0.80%	\$ 164.38
01-Oct-21	31-Oct-21	2+ Years	\$ 250,000.00	0.80%	\$ 169.86
01-Nov-21	30-Nov-21	2+ Years	\$ -	0.80%	\$ -
01-Dec-21	31-Dec-21	2+ Years	\$ -	0.80%	\$ -
01-Jan-22	31-Jan-22	2+ Years	\$ -	0.80%	\$ -
01-Feb-22	28-Feb-22	2+ Years	\$ -	0.80%	\$ -
01-Mar-22	31-Mar-22	2+ Years	\$ -	0.80%	\$ -
01-Apr-22	30-Apr-22	2+ Years	\$ -	0.80%	\$ -
01-May-22	31-May-22	2+ Years	\$ -	0.80%	\$ -
01-Jun-22	30-Jun-22	2+ Years	\$ -	0.80%	\$ -
Interest Earned:					\$ 673.96

FLFCU- Certificate of Deposit (Date Opened: 11/6/2019 Maturity Date: 11/6/2022)

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Aug-21	31-Aug-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Sep-21	30-Sep-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 396.58
01-Oct-21	31-Oct-21	1 - 2 years	\$ 250,000.00	1.93%	\$ 409.79
01-Nov-21	30-Nov-21	1 - 2 years	\$ -	1.93%	\$ -
01-Dec-21	31-Dec-21	0 - 1 years	\$ -	1.93%	\$ -
01-Jan-22	31-Jan-22	0 - 1 years	\$ -	1.93%	\$ -
01-Feb-22	28-Feb-22	0 - 1 years	\$ -	1.93%	\$ -
01-Mar-22	31-Mar-22	0 - 1 years	\$ -	1.93%	\$ -
01-Apr-22	30-Apr-22	0 - 1 years	\$ -	1.93%	\$ -
01-May-22	31-May-22	0 - 1 years	\$ -	1.93%	\$ -
01-Jun-22	30-Jun-22	0 - 1 years	\$ -	1.93%	\$ -
Interest Earned:					\$ 1,625.95

Bank of Texas- Certificate of Deposit (Date Opened: 5/25/2020 Maturity Date: 5/25/2022)

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 159.24
01-Aug-21	31-Aug-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 159.25
01-Sep-21	30-Sep-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 154.11
01-Oct-21	31-Oct-21	0 - 1 year	\$ 250,000.00	0.75%	\$ 159.25
01-Nov-21	30-Nov-21	0 - 1 year	\$ -	0.75%	\$ -
01-Dec-21	31-Dec-21	0 - 1 year	\$ -	0.75%	\$ -
01-Jan-22	31-Jan-22	0 - 1 year	\$ -	0.75%	\$ -
01-Feb-22	28-Feb-22	0 - 1 year	\$ -	0.75%	\$ -
01-Mar-22	31-Mar-22	0 - 1 year	\$ -	0.75%	\$ -
01-Apr-22	30-Apr-22	0 - 1 year	\$ -	0.75%	\$ -
01-May-22	31-May-22	0 - 1 year	\$ -	0.75%	\$ -
01-Jun-22	30-Jun-22	0 - 1 year	\$ -	0.75%	\$ -
Interest Earned:					\$ 631.85

Total General Fund Interest Earned **\$ 5,242.85**

Interest & Sinking Fund (Debt Service)

Lone Star Investment Pool- Corporate Overnight Plus Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 304,547.93	0.09%	\$ 23.89
01-Aug-21	31-Aug-21	Overnight	\$ 304,569.64	0.08%	\$ 21.71
01-Sep-21	30-Sep-21	Overnight	\$ 304,589.57	0.08%	\$ 19.93
01-Oct-21	31-Oct-21	Overnight	\$ 20,994.94	0.08%	\$ 17.38
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 82.91

Lone Star Investment Pool- Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 50,042.39	0.01%	\$ 0.21
01-Aug-21	31-Aug-21	Overnight	\$ 53,621.27	0.01%	\$ 0.23
01-Sep-21	30-Sep-21	Overnight	\$ 57,088.84	0.01%	\$ 0.23
01-Oct-21	31-Oct-21	Overnight	\$ 60,786.71	0.01%	\$ 0.26
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 0.93

Total Debt Service Fund Interest Earned **\$ 83.84**

Capital Projects Fund

2015 Bond Construction Fund - Government Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 1,417,090.53	0.01%	\$ 6.15
01-Aug-21	31-Aug-21	Overnight	\$ 1,417,096.69	0.01%	\$ 6.16
01-Sep-21	30-Sep-21	Overnight	\$ 1,316,322.34	0.01%	\$ 5.94
01-Oct-21	31-Oct-21	Overnight	\$ 720,950.64	0.01%	\$ 5.30
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -
Interest Earned:					\$ 23.55

Total Capital Projects Fund Interest Earned **\$ 23.55**

Health Insurance Fund

Wells Fargo- Health Insurance

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 223,855.95	0.16%	\$ 63.00
01-Aug-21	31-Aug-21	Overnight	\$ 120,985.62	0.16%	\$ 34.91
01-Sep-21	30-Sep-21	Overnight	\$ 77,259.69	0.16%	\$ 24.19
01-Oct-21	31-Oct-21	Overnight	\$ 487,452.58	0.16%	\$ 44.59
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -

Interest Earned: **\$ 166.69**

Total Health Insurance Fund Interest Earned **\$ 166.69**

Workers Compensation Fund

Wells Fargo- Worker's Compensation

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 147,805.80	0.16%	\$ 20.52
01-Aug-21	31-Aug-21	Overnight	\$ 141,583.53	0.16%	\$ 19.56
01-Sep-21	30-Sep-21	Overnight	\$ 52,812.08	0.16%	\$ 14.39
01-Oct-21	31-Oct-21	Overnight	\$ 97,008.45	0.16%	\$ 10.21
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -

Interest Earned: **\$ 64.68**

Lone Star Investment Pool- Corporate Overnight Fund

<i>Beginning Date</i>	<i>Ending Date</i>	<i>Maturity</i>	<i>Bank Balance</i>	<i>Interest Rate</i>	<i>Interest Earned</i>
01-Jul-21	31-Jul-21	Overnight	\$ 1,183,166.82	0.08%	\$ 85.10
01-Aug-21	31-Aug-21	Overnight	\$ 1,183,229.30	0.06%	\$ 62.48
01-Sep-21	30-Sep-21	Overnight	\$ 1,183,280.67	0.05%	\$ 51.37
01-Oct-21	31-Oct-21	Overnight	\$ 1,183,334.94	0.05%	\$ 54.27
01-Nov-21	30-Nov-21	Overnight	\$ -	0.00%	\$ -
01-Dec-21	31-Dec-21	Overnight	\$ -	0.00%	\$ -
01-Jan-22	31-Jan-22	Overnight	\$ -	0.00%	\$ -
01-Feb-22	28-Feb-22	Overnight	\$ -	0.00%	\$ -
01-Mar-22	31-Mar-22	Overnight	\$ -	0.00%	\$ -
01-Apr-22	30-Apr-22	Overnight	\$ -	0.00%	\$ -
01-May-22	31-May-22	Overnight	\$ -	0.00%	\$ -
01-Jun-22	30-Jun-22	Overnight	\$ -	0.00%	\$ -

Interest Earned: **\$ 253.22**

Total Worker's Compensation Fund Interest Earned : **\$ 317.90**



First Public
12007 Research Blvd.
Austin, Texas 78759
800.558.8875 • firstpublic.com

Fund Performance Update

October 31, 2021

Comments by Mellon, Investment Manager

Custodian Bank: State Street Bank
Investment Managers:
American Beacon Advisors and Mellon
The Lone Star Investment Pool is
endorsed by:



The Lone Star Investment Pool Information Statement should be read carefully before investing. Investors should consider the investment objectives, risks, changes, and expenses associated with this or any security prior to investing. Investment in Lone Star Investment Pool is not insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC) or any other government agency, and although Lone Star seeks to preserve the value of the investment at a fixed share price, it is possible to lose money by investing in Lone Star. For further information or for an Information Statement contact First Public at 800.558.8875. The return information is net of all current operating expenses. The return represents past performance and is no indication of future results.

After declining in September, the equity markets rallied sharply in October as the Dow, NASDAQ and S&P 500 indexes reached new all-time highs. U.S. Treasury yields in the 2- to 10-year area of the curve were higher as much as 25 basis points as the yield on the 30-year bond fell by 11 basis points. The FOMC minutes revealed members' growing concern over inflation and a general agreement that tapering of the monthly bond purchases should begin soon. Third quarter GDP was lower than expected (2.0% vs 2.6%). CPI inflation increased to 5.4% YoY while core CPI remained at 4.0% YoY. Supply chain bottlenecks and inflation remain the key overhangs to markets.

Active Participants This Month

Schools and Colleges	570
Other Governmental	80
<i>Total</i>	<i>650</i>



Government Overnight Fund

Return Information

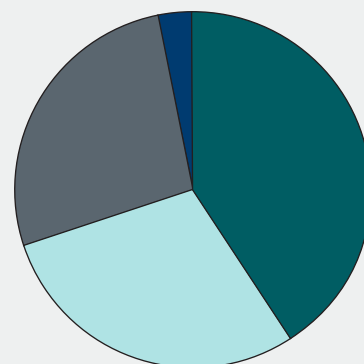
October 31, 2021

Average Monthly Return (a)	0.01%
SEC 7-day Fund Yield (b)	0.01%
Weighted Average Maturity One (c)	56 days
Weighted Average Maturity Two (c)	101 days
Portfolio Maturing beyond One Year	2%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	1,009,256,789.78	1,009,256,789.78
US Treasuries	1,452,578,128.99	1,452,520,857.80
Agencies	933,094,240.88	933,197,765.81
Money Market Funds	105,292,036.94	105,292,036.94
Total Assets	3,500,221,196.59	3,500,267,450.33

Investment Distribution



■ Treasuries	41%
■ Cash/Repo	29%
■ Agencies	27%
■ Money Market	3%

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

Corporate Overnight Fund

Return Information

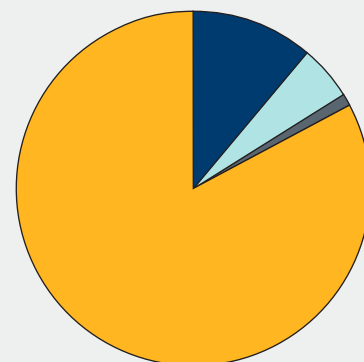
October 31, 2021

Average Monthly Return (a)	0.05%
SEC 7-day Fund Yield (b)	0.06%
Weighted Average Maturity One (c)	58 days
Weighted Average Maturity Two (c)	63 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAm

Inventory Position

	Book Value	Market Value
Cash/Repo	139,940,691.40	139,940,691.40
US Treasuries	-	-
Agencies	19,998,501.32	20,018,166.60
Commercial Paper	2,092,081,684.57	2,092,098,836.32
Money Market Funds	270,308,204.46	270,308,204.46
Total Assets	2,522,329,081.75	2,522,365,898.78

Investment Distribution



Commercial Paper	83%
Money Market	11%
Cash/Repo	5%
Agencies	1%

(b) **SEC 7-Day Yield Calculation**

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

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

Corporate Overnight Plus Fund

Return Information

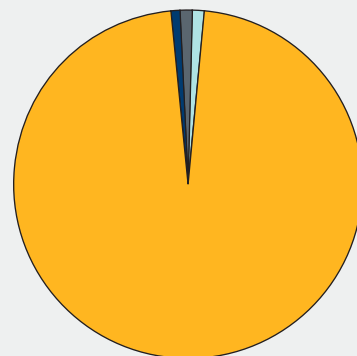
October 31, 2021

Average Monthly Return (a)	0.08%
SEC 7-day Fund Yield (b)	0.08%
Weighted Average Maturity One (c)	81 days
Weighted Average Maturity Two (c)	85 days
Portfolio Maturing beyond One Year	0%
Net Asset Value (NAV)	\$1.00
Annualized Expense Ratio	0.06%
Standard & Poor's Rating	AAAf/S1+

Inventory Position

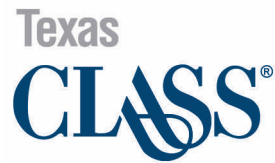
	Book Value	Market Value
Cash/Repo	25,804,022.30	25,804,022.30
US Treasuries	-	-
Agencies	49,997,002.76	50,046,817.00
Commercial Paper	6,424,011,530.34	6,424,072,825.25
Money Market Funds	78,690,740.69	78,690,740.69
Total Assets	6,578,503,296.09	6,578,614,405.24

Investment Distribution



Commercial Paper	97%
Money Market	1%
Agencies	1%
Cash/Repo	1%

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



Texas CLASS

Texas CLASS

Date	Dividend Rate	Daily Yield
10/01/2021	0.000003393	0.0413%
10/02/2021	0.000000000	0.0413%
10/03/2021	0.000000000	0.0413%
10/04/2021	0.000001165	0.0425%
10/05/2021	0.000001084	0.0395%
10/06/2021	0.000001169	0.0427%
10/07/2021	0.000001104	0.0403%
10/08/2021	0.000004712	0.0430%
10/09/2021	0.000000000	0.0430%
10/10/2021	0.000000000	0.0430%
10/11/2021	0.000000000	0.0430%
10/12/2021	0.000001193	0.0436%
10/13/2021	0.000001204	0.0440%
10/14/2021	0.000001243	0.0453%
10/15/2021	0.000003696	0.0450%
10/16/2021	0.000000000	0.0450%
10/17/2021	0.000000000	0.0450%
10/18/2021	0.000001256	0.0458%
10/19/2021	0.000001240	0.0453%
10/20/2021	0.000001214	0.0443%
10/21/2021	0.000001178	0.0430%
10/22/2021	0.000003486	0.0424%
10/23/2021	0.000000000	0.0424%
10/24/2021	0.000000000	0.0424%
10/25/2021	0.000001197	0.0437%
10/26/2021	0.000001196	0.0436%
10/27/2021	0.000001206	0.0441%
10/28/2021	0.000001219	0.0445%
10/29/2021	0.000003831	0.0466%
10/30/2021	0.000000000	0.0466%
10/31/2021	0.000000000	0.0466%

Performance results are shown net of all fees and expenses and reflect the reinvestment of dividends and other earnings. Many factors affect performance including changes in market conditions and interest rates and in response to other economic, political, or financial developments. Investment involves risk including the possible loss of principal. No assurance can be given that the performance objectives of a given strategy will be achieved. **Past performance is no guarantee of future results. Any financial and/or investment decision may incur losses.**



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Jesus Martinez, Director- Support Services
Subject: Consider and possible Board action to approve final payment to J&M Heritage Construction Company, LLC for the Pathway of Champions Plaza Build (PO# 41968)
Date: December 8, 2021

HISTORY: J&M Heritage Construction Company, LLC has completed all work for the Pathway of Champions Plaza build, which includes the building of the two additional walls for individual state champions.

RATIONALE: The purpose of this agenda item is to seek Board acceptance of the work and to approve the release of the remaining balance for the aforementioned project in accordance with CV (LOCAL).

BUDGET: The remaining amount of \$4,584.67 owed to the contractor will be paid from the funds that were committed to this project.

ADMINISTRATIVE RECOMMENDATION: The recommendation is for the Board of Trustees to approve the final payment as presented.

Please check one: For approval Report / Information only Recognition only

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Schedule of Values

APPLICATION NO.: 05
 PERIOD TO: 9/30/2021
 DATE: 11/8/2021

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		E THIS PERIOD	F MATERIALS PRESENTLY STORED	G TOTAL COMPLETED AND STORED TO DATE	H BALANCE TO FINISH	I RETAINAGE
			FROM PREVIOUS APPLICATION	THIS PERIOD					
1	General Conditions	\$ 13,815.14	\$ 11,600.00	\$ 2,215.14		\$ 13,815.14	\$ -	100%	
2	Bond	\$ 1,707.00	\$ 1,707.00	\$ -		\$ 1,707.00	\$ -	100%	
3	Demolition	\$ 7,982.00	\$ 7,982.00	\$ -		\$ 7,982.00	\$ -	100%	
4	Earthwork	\$ 1,044.00	\$ 1,044.00	\$ -		\$ 1,044.00	\$ -	100%	
5	Concrete	\$ 22,287.00	\$ 22,287.00	\$ -		\$ 22,287.00	\$ -	100%	
6	Masonry	\$ 17,868.00	\$ 17,868.00	\$ -		\$ 17,868.00	\$ -	100%	
7	Painting	\$ 14,616.00	\$ 12,246.47	\$ 2,369.53		\$ 14,616.00	\$ -	100%	
8						\$ -	\$ -	0%	
9	CO #1 Add 2'6"x6' Concrete Walls	\$ 12,374.35	\$ 12,374.35	\$ -		\$ 12,374.35	\$ -	100%	
10						\$ -	\$ -	0%	
11						\$ -	\$ -	0%	
12						\$ -	\$ -	0%	
13						\$ -	\$ -	0%	
14						\$ -	\$ -	0%	
15						\$ -	\$ -	0%	
16						\$ -	\$ -	0%	
17						\$ -	\$ -	0%	
18						\$ -	\$ -	0%	
19						\$ -	\$ -	0%	
20						\$ -	\$ -	0%	
21						\$ -	\$ -	0%	
22						\$ -	\$ -	0%	
23						\$ -	\$ -	0%	
24						\$ -	\$ -	0%	
	TOTAL	\$ 91,693.49	\$ 87,108.82	\$ 4,584.67	\$ -	\$ 91,693.49	\$ -	100%	



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MEMORANDUM

To: Members of the Board of Trustees
From: Norberto Rivas, Chief Financial Officer
Jesus Martinez, Director- Support Services
Subject: Consider and possible Board action to approve final payment to ESA Construction, Inc for drainage improvements at GEMS (PO# 42146)
Date: December 8, 2021

HISTORY: ESA Construction, Inc. has completed all work for the storm water drainage improvements of the interior grounds of the GEMS campus.

RATIONALE: The purpose of this agenda item is to seek Board acceptance of the work and to approve the release of the remaining balance for the aforementioned project in accordance with CV (LOCAL).

BUDGET: The remaining amount of \$7,316.90 owed to the contractor will be paid from the bond funds that were committed to this project.

ADMINISTRATIVE RECOMMENDATION: The recommendation is for the Board of Trustees to approve the final payment as presented.

Please check one: For approval Report / Information only Recognition only

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ESA Construction Inc

120 Paragon Ln Ste 103
El Paso, TX 79912
915-845-4577 Fax: 915-845-5786

INVOICE #: 211501.02
INVOICE DATE: 9/30/2021
DUE DATE: 10/30/2021
OWNER PO#:

Bill To: San Elizario Ind School Dist
1050 Chicken Ranch Rd
San Elizario, TX 79849

211501
GEMS Sump Pumps

ORIGINAL CONTRACT SUM	73,168.95
CHANGE ORDERS TO DATE	0.00
CONTRACT SUM TO DATE	73,168.95
WORK COMPLETED STORED TO DATE	73,168.95
RETAINAGE TO DATE	7,316.90
TOTAL EARNED LESS RETAINAGE	65,852.05
LESS PREVIOUSLY BILLED	19,755.62
CURRENT PAYMENT DUE	46,096.43
SALES TAX (if applicable)	0.00
CURRENT PAYMENT DUE WITH TAX	46,096.43

The Undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR: ESA CONSTRUCTION INC

By: 



CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

OWNER/ARCH.:

OWNER/ARCH.:

Date: _____

Date: 
11/16/2021



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MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director of Support Services
Subject: Consider and possible Board action to approve Software as a Service Agreement with Tyler Technologies, Inc.
Date: December 8, 2021

HISTORY:

During the November 10, 2021 regular Board meeting, a budget amendment was approved. The budget amendment included a list of additional projects to be funded with the 199 account. The purchase of a transportation management software for tracking of buses and creation of bus routes is on the list.

RATIONALE:

The purchase of transportation management software as a service will improve the efficiencies of the transportation department's operations. The software will remarkably reduce the current manual processes. It expedites the process of route planning, route creation, route modifications, route assessments, coordination of field trips, improves communications, scheduling preventative maintenance, tracking of buses using GPS, report creation and queries. The software also has capabilities of integrating with our existing systems for improving the electronic student registration process as it relates to bus assignments and data collection for report queries related to transportation.

BUDGET: The funds to cover this purchase have been allocated under the 199-account budget.

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the Software as a Service Agreement. The agreement has been reviewed by Legal Counsel, Mrs. De Mata.

Please check one: For approval Report / Information only Recognition only

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SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Tyler participated in the competitive bid process in response to The Local Government Purchasing Cooperative (the "Cooperative") (aka the "Texas Buy Board") Proposal Invitation No. 579-19 for Technology Equipment, Products, Services and Software ("Proposal Invitation") by submitting a proposal ("Tyler Proposal"), on which the Cooperative awarded Tyler a Cooperative contract (hereinafter the "Cooperative Contract"). Documentation of the Cooperative's competitive bid process is available at www.buyboard.com. This Agreement reflects Client's purchase off the Cooperative Contract, which Tyler agrees to deliver pursuant to the Cooperative Contract and the terms and conditions set forth in this Agreement; and

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means San Elizario Independent School District.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **Defined Vehicles"** means the number of vehicles identified in the Investment Summary for which Client is authorized to use the Tyler Software for routing, avl, field trips and other related K12 transportation activities.
- **"White Fleet Vehicles"** means the number of vehicles which are not used for routing, avl, field trips or other related K12 transportation activities for which Client is authorized to use the Tyler Software and is calculated by subtracting fifty percent (50%) from number of the Defined

Vehicles. White Fleet Vehicles have reduced functionality and use the Tyler Software.

- **“Developer”** means a third party who owns the intellectual property rights to Third Party Software.
- **“Documentation”** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **“Effective Date”** means the date by which both your and our authorized representatives have signed the Agreement.
- **“Force Majeure”** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **“Investment Summary”** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **“Invoicing and Payment Policy”** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **“SaaS Fees”** means the fees for the SaaS Services identified in the Investment Summary.
- **“SaaS Services”** means software as a service consisting of system administration, system management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.
- **“SLA”** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **“Statement of Work”** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **“Support Call Process”** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **“Third Party Hardware”** means the third party hardware, if any, identified in the Investment Summary.
- **“Third Party Products”** means the Third Party Software and Third Party Hardware.
- **“Third Party Services”** means the third party services, if any, identified in the Investment Summary.
- **“Third Party Software”** means the third party software, if any, identified in the Investment Summary.
- **“Third Party Terms”** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **“Transportation Solution Terms”** means the terms, including terms applicable to items or services provided by third parties, applicable to Tyler’s transportation solutions. Copies of current Transportation Solution Terms are included at Exhibit F.
- **“Tyler”** means Tyler Technologies, Inc., a Delaware corporation.
- **“Tyler Software”** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.

- “we”, “us”, “our” and similar terms mean Tyler.
- “you” and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(9). The foregoing notwithstanding, to the extent we have sold you perpetual licenses for Tyler Software, if and as listed in the Investment Summary, for which you are receiving SaaS Services, your rights to use such Tyler Software are perpetual, subject to the terms and conditions of this Agreement including, without limitation, Section B(4). We will make any such software available to you for download.
2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).
3. Ownership.
 - 3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.
 - 3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.
 - 3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.
4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party’s business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.
5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the

maintenance and support process set forth in Section C(9), below, the SLA and our then current Support Call Process.

6. SaaS Services.

- 6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.
- 6.2 You will be hosted on shared hardware in a Tyler data center or in a third-party data center. In either event, databases containing your Data will be dedicated to you and inaccessible to our other customers.
- 6.3 Our Tyler data centers have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.
- 6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.
- 6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.
- 6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the

request.

- 6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.
- 6.8 We provide secure Data transmission paths between each of your workstations and our servers.
- 6.9 Tyler data centers are accessible only by authorized personnel with a unique key entry. All other visitors to Tyler data centers must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.
- 6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at <https://www.tylertech.com/about-us/compliance>, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C –PROFESSIONAL SERVICES

1. Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan/ the Statement of Work. We will finalize that documentation with you upon execution of this Agreement.
2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.
3. Additional Services. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.
4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to

reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.
6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.
7. Background Checks. For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies.
8. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).
9. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:
 - 9.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (subject to any applicable release life cycle policy);
 - 9.2 provide support during our established support hours;
 - 9.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;
 - 9.4 make available to you all releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and
 - 9.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with any applicable release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You

agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

10. Expiration of Services. Training services for which payment has been made that are not used prior to twenty-four (24) months from the Effective Date of the Agreement shall expire without refund or credit of fees paid to Client.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.
2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.
3. Third Party Products Warranties.
 - 3.1 We are authorized by each Developer to grant access to the Third Party Software.
 - 3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.
 - 3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.
4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).
2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. The foregoing notwithstanding, the initial term for Tyler Drive SaaS commences upon availability of the applicable SaaS Services. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.
2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).
 - 2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.
 - 2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).
 - 2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

- 1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.
- 1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.
- 1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

- 2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.
- 2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our

agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. **DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
4. **LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(1), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).**
5. **EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**
6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least \$1,000,000; (b) Automobile Liability of at least \$1,000,000; (c) Professional Liability of at least \$1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least \$5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.
3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.
4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.
5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.
6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.
7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.
8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.
9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force

Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.
11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.
12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.
13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.
14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.
15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.
16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.
17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security

numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

- (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
- (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
- (c) a party receives from a third party who has a right to disclose it to the receiving party; or
- (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.
19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.
20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.
21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.
22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement Schedule 1: Support Call Process
Exhibit D	Third Party Terms
Exhibit E	Statement of Work
Exhibit F	Transportation Solution Terms Schedule 1: Additional Tyler Drive Terms & Conditions Schedule 2: Professional Hardware Installation Terms Schedule 3: Return Merchandise Authorization Process & Termination of GPS & Tyler Drive Units

Schedule 4: HERE End User Terms
Schedule 5: GeoTab Equipment Warranty

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

San Elizario Independent School District

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address for Notices:

Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Address for Notices:

San Elizario Independent School District
1050 Chicken Road
San Elizario, TX 79849
Attention: _____



Exhibit A Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

San Elizario ISD - Texas Buy Board Pricing
prices are valid until December 19, 2021

Software as a Service	Quantity	Price	Extended	Discount	This Year Total	Year 2	Year 3	
Traversa Core provided as SaaS for up to 50 vehicles	1	\$4,350.00	\$4,350.00	\$435.00	\$3,915.00	\$4,350.00	\$4,567.50	USD
Traversa Advanced Activity Trips provided as SaaS for up to 50 vehicles	1	\$2,450.00	\$2,450.00	\$245.00	\$2,205.00	\$2,450.00	\$2,572.50	USD
Traversa Electronic Rollout Sheet provided as SaaS for up to 50 vehicles	1	\$2,000.00	\$2,000.00	\$200.00	\$1,800.00	\$2,000.00	\$2,100.00	USD
Traversa Ride 360 provided as SaaS for up to 50 vehicles	1	\$2,450.00	\$2,450.00	\$245.00	\$2,205.00	\$2,450.00	\$2,572.50	USD
Traversa Ride 360 Parent App provided as SaaS for up to 50 vehicles	1	inc.	inc.	\$0.00	inc.	inc.	inc.	USD
Traversa Reporting Tool provided as SaaS for up to 50 vehicles	1	inc.	inc.	\$0.00	inc.	inc.	inc.	USD
Subtotal: Application Software Maintenance Fees			\$11,250.00	\$1,125.00	\$10,125.00	\$11,250.00	\$11,812.50	USD
Services	Quantity	Price	Extended	Discount	This Year Total	Year 2	Year 3	
Traversa Core Implementation	1	\$6,710.00	\$6,710.00	\$1,870.00	\$4,840.00			USD
Traversa Core Base Training	1	\$1,760.00	\$1,760.00	\$0.00	\$1,760.00			USD
El Paso Map, Source: local GIS	1	inc	\$0.00	inc	inc			USD
Additional Maps: (none are included with this quote)								
Additional training hours which can be used for (1),(2):	14	\$175.00	\$2,450.00	\$0.00	\$2,450.00			USD
Additional Traversa Core Training								
Traversa Advanced Activity Trips Training								
Traversa Electronic Rollout Sheet Training								
Traversa Ride 360 Training								
Traversa Ride 360 Parent App Training								
Project Management (hours) (1),(2)	2	\$175.00	\$350.00	\$0.00	\$350.00			USD
Subtotal: Application Services			\$11,270.00	\$1,870.00	\$9,400.00	\$0.00	\$0.00	USD
Total One-Time Fees:					\$19,525.00			USD
Total Recurring Fees **:						\$11,250.00	\$11,812.50	USD

** Subject to annual increase after Year 3

Annual Maintenance and Support fees, SaaS fees, Hosting fees, and Subscription fees are first payable when Tyler makes the software accessible to the Client (for Maintenance) or on the first day of the month following the date this quotation was signed (for SaaS, Hosting, and Subscription), and any such fees are prorated to align with the applicable term under the agreement, with renewals invoiced annually thereafter in accord with the Agreement.

¹ *Travel expenses for trainer and/or project manager to visit the user's site are not included and will be billed at actual costs*

² *Online Training Classes are limited to 5 persons and are delivered in 2 hour increments. Onsite Training Classes are limited to 5 persons and are delivered in 8 hour increments*

Quote prepared on July 07, 2021
Version 38e

Signature





Exhibit B Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. **SaaS Fees.** SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.
2. **Other Tyler Software and Services.**
 - 2.1 *VPN Device:* The fee for the VPN device will be invoiced upon installation of the VPN.
 - 2.2 *Implementation and Other Professional Services (including training):* Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.
 - 2.3 *Consulting Services:* If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.
 - 2.4 *Conversions:* Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.
 - 2.5 *Requested Modifications to the Tyler Software:* Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.
 - 2.6 *Other Fixed Price Services:* Unless otherwise indicated, other fixed price services are invoiced as delivered, at the rates set forth in the Investment Summary. For the avoidance of doubt, where "Project Planning Services" are provided, payment will be due upon delivery of the Implementation Planning document.

3. Third Party Products.
 - 3.1 *Third Party Software License Fees:* License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.
 - 3.2 *Third Party Software Maintenance:* The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.
 - 3.3 *Third Party Hardware:* Third Party Hardware costs, if any, are invoiced upon delivery. The foregoing notwithstanding, hardware fees for units with Tyler Drive installed on them are invoiced upon installation.
 - 3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B as Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

5. Transportation Solution Fees. Notwithstanding language to the contrary in this Exhibit B, fees for Tyler transportation solution items are invoiced in accordance with the following:
 - 5.1 Software License fees. 100% on software availability
 - 5.2 Hosting Services. Year one hosting fees (when hosting and annual maintenance are priced separately), for the one (1) year period commencing when hosting services are made available (the "Hosting Services Availability Date") are invoiced on the Hosting Services Availability Date. Subsequent years' hosting fees are due in advance, at our then-current rates, on each anniversary of the anniversary of the Hosting Services Availability Date.
 - 5.3 Services.
 - 5.3.1 *Implementation and Other Professional Services (including training):* Implementation and training fees for transportation solutions are invoiced as follows: (a) Implementation fee is billed and invoiced when the map is available to you in Tyler's data center and (b) Base Training is billed and invoiced upon completion of the Base Training.
 - 5.3.2 *Other Professional Services:* Other professional services, such as route building, project management, consulting, additional product training, hardware installation, additional maps and self-installation training, are invoiced as delivered.
 - 5.4 Third Party Products.
 - 5.4.1 *Third Party Software Maintenance: First year maintenance fees for the Third Party Software, if any, are invoiced when we make that Third Party Software is made available to you ("Software Access Date") and cover the one (1) year period commencing the first day of the month following the Software Access Date.*
 - 5.4.2 *Third Party Hardware, Installation Services, Self-Installation Training Services and Shipping and Handling: Third Party Hardware, installation services, and shipping and handling costs, if any, are invoiced upon completion of installation, in the event we are performing the installation. Third Party Hardware, self-installation training services and shipping and handling costs, if any, are invoiced upon delivery, in the event you are performing the installation.*

5.4.3 *Third Party Hardware Maintenance: The first year maintenance fees for the Third Party Hardware are invoiced when installation/shipment takes place commencing as follows: (a) if installation/shipment occurs between the first day and fourteenth day of the month, maintenance shall commence on the first day of that month; or (b) if installation/shipment occurs between the fifteenth day and the last day of the month, maintenance shall commence on the first day of the following month. Subsequent maintenance fees for the Third Party Hardware are invoiced annually in advance of each anniversary thereof.*

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is available by contacting AR@tylertech.com.



Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

A. Reservations & Tickets

The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within \$100 (each way) of the lowest logical fare. If a net savings of \$200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

B. Baggage Fees

Reimbursement of personal baggage charges are based on trip duration as follows:

- Up to five (5) days = one (1) checked bag
- Six (6) or more days = two (2) checked bags

Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee’s office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler’s work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of State and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

Departure Day

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

Return Day

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.



Exhibit C Service Level Agreement

I. Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.



Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

- (1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
- (2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
- (3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
- (4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

- (1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
- (2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
- (3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
- (4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler’s holiday schedule is outlined below. There will be no support coverage on these days.

New Year’s Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler’s Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler’s website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client’s needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain “characteristics” may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client’s remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler’s responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler’s responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.

Priority Level	Characteristics of Support Incident	Resolution Targets
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology’s software support consists of four levels of personnel:

- (1) Level 1: front-line representatives
- (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
- (3) Level 3: assist in incident escalations and specialized client issues
- (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client’s needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

- (1) Telephone – for immediate response, call toll-free to either escalate an incident’s priority or to escalate an issue through management channels as described above.
- (2) Email – clients can send an email to software support in order to escalate the priority of an issue
- (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client’s database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client’s desktop and view the site’s setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.





Exhibit D

Reserved.



Exhibit E
Statement of Work

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San Elizario Independent School District

SOW from Tyler Technologies, Inc.

9/30/2021

Presented to:
Jesus Martinez
1050 Chicken Rd.
San Elizario, TX 79849

Contact:
Weston Bartlett
Email: Weston.Bartlett@TylerTech.com
11 Cornell Rd., Latham, NY 12110

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Part 1: Executive Summary

1. Project Overview

1.1 Introduction

Tyler Technologies (“Tyler”) is the largest and most established provider of integrated software and technology services focused solely on the public sector. Tyler’s end-to-end solutions empower public sector entities including local, state, provincial and federal government, to operate more efficiently and connect more transparently with their constituents and with each other. By connecting data and processes across disparate systems, Tyler’s solutions transform how clients gain actionable insights that solve problems in their communities.

1.2 Project Goals

This Statement of Work (“SOW”) documents the methodology, implementation stages, activities, and roles and responsibilities, and project scope listed in the Investment Summary of the Agreement between Tyler and Client (collectively the “Project”).

The overall goals of the project are to:

- Successfully implement the contracted scope on time and on budget
- Increase operational efficiencies and empower users to be more productive
- Improve accessibility and responsiveness to external and internal customer needs
- Overcome current challenges and meet future goals
- Providing a single, comprehensive, and integrated solution to manage business functions
- Streamline business processes through automation, integration, and workflows
- Provide a user-friendly user interface to promote system use and productivity
- Eliminate redundant data entry

1.3 Methodology

This is accomplished by San Elizario ISD and Tyler working as a partnership and Tyler utilizing its depth of implementation experience. While each Project is unique, all will follow Tyler’s six-stage methodology. Each of the six stages is comprised of multiple work packages, and each work package includes a narrative description, objectives, tasks, inputs, outputs/deliverables, assumptions, and a responsibility matrix.

Tailored specifically for Tyler’s public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Client’s complexity and organizational needs.



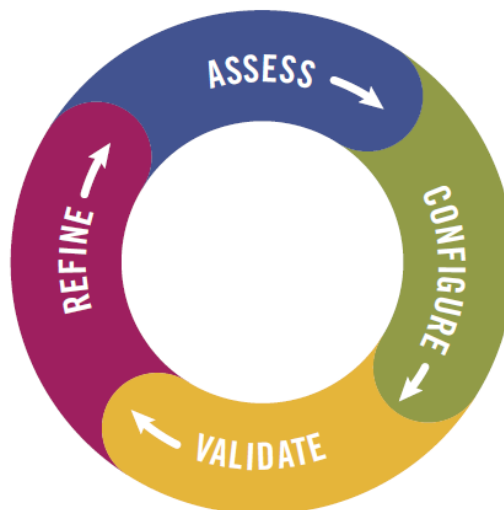
Tyler's Six Stage Project Methodology



The methodology adapts to both single-phase and multiple-phase projects.

To achieve Project success, it is imperative that both San Elizario ISD and Tyler commit to including the necessary leadership and governance. During each stage of the Project, it is expected that San Elizario ISD and Tyler Project teams work collaboratively to complete tasks. An underlying principle of Tyler's Implementation process is to employ an iterative model where San Elizario ISD's business processes are assessed, configured, validated, and refined cyclically in line with the project budget. This approach is used in multiple stages and work packages as illustrated in the graphic below.

Iterative Project Model



The delivery approach is systematic, which reduces variability and mitigates risks to ensure Project success. As illustrated, some stages, along with work packages and tasks, are intended to be overlapping by nature to efficiently and effectively complete the Project.



Part 2: Project Foundation

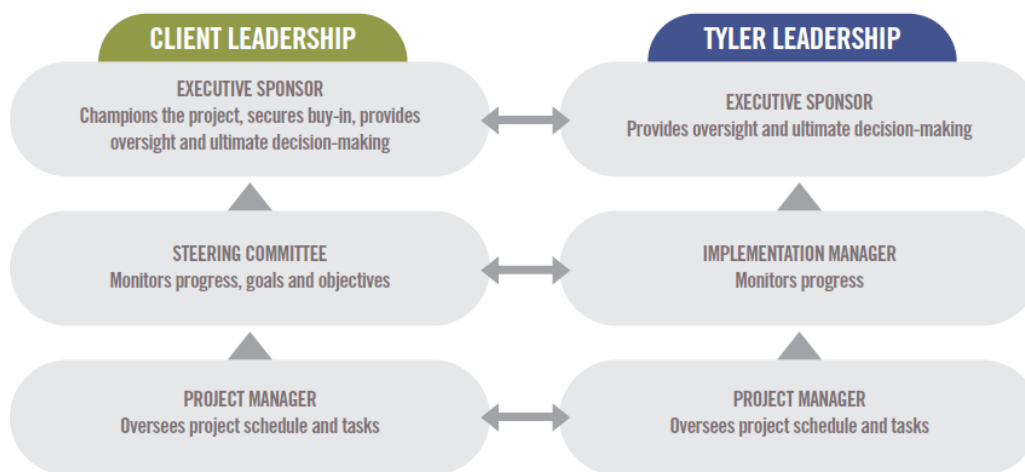
2. Project Governance

Project governance is the management framework within which Project decisions are made. The role of Project governance is to provide a decision-making approach that is logical, robust, and repeatable. This allows organizations to have a structured approach for conducting its daily business in addition to project related activities.

This section outlines the resources required to adequately meet the business needs, objectives, and priorities for the Project, communicate the goals to other Project participants, and provide support and guidance to accomplish these goals. Project governance defines the structure for escalation of issues and risks, Change Control review and authority, and Organizational Change Management activities. Throughout the Statement of Work Tyler has provided RACI Matrices for activities to be completed throughout the implementation which will further outline responsibilities of different roles in each stage. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The chart below illustrates an overall team perspective where Tyler and San Elizario ISD collaborate to resolve Project challenges according to defined escalation paths. In the event that project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and San Elizario ISD Steering Committee become the escalation points to triage responses prior to escalation to San Elizario ISD and Tyler executive sponsors. As part of the escalation process, each Project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. San Elizario ISD and Tyler executive sponsors serve as the final escalation point.

Project Governance Relationships



3. Project Scope Control

3.1 Managing Scope and Project Change

Project Management governance principles contend that there are three connected constraints on a Project: budget, timeline, and scope. These constraints, known as the ‘triple constraints’ or Project management triangle, define budget in terms of financial cost, labor costs, and other resource costs. Scope is defined as the work performed to deliver a product, service or result with the specified features and functions, while time is simply defined as the schedule. The Triple Constraint theory states that if you change one side of the triangle, the other two sides must be correspondingly adjusted. For example, if the scope of the Project is increased, cost and time to complete will also need to increase. The Project and executive teams will need to remain cognizant of these constraints when making impactful decisions to the Project. A simple illustration of this triangle is included here, showing the connection of each item and their relational impact to the overall Scope.



A pillar of any successful project is the ability to properly manage scope while allowing the appropriate level of flexibility to incorporate approved changes. Scope and changes within the project will be managed using the change control process outlined in the following section.

3.2 Change Control

It may become necessary to change the scope of this Project due to unforeseeable circumstances (e.g., new constraints or opportunities are discovered). This Project is being undertaken with the understanding that Project scope, schedule, and/or cost may need to change in order to produce optimal results for stakeholders. Changes to contractual requirements will follow the change control process specified in the final contract, and as described below.

3.3 Change Request Management

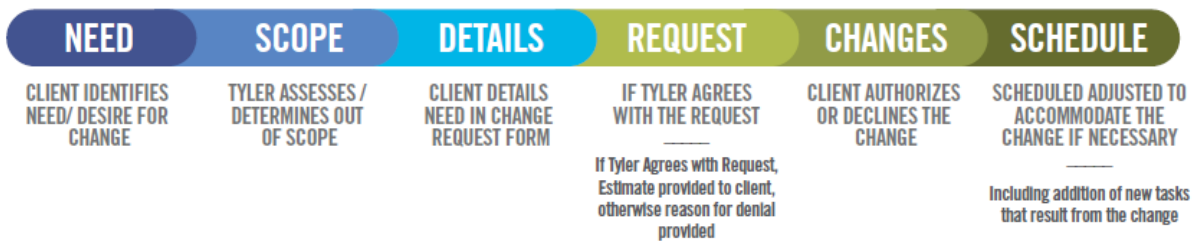
Should the need for a change to Project scope, schedule, and/or cost be identified during the Project, the change will be brought to the attention of the Steering Committee and an assessment of the change will occur. While such changes may result in additional costs and possible delays relative to the schedule, some changes may result in less cost to San Elizario ISD; for example, San Elizario ISD may decide it no longer needs a deliverable originally defined in the Project. The Change Request will include the following information:



- The nature of the change.
- A good faith estimate of the additional cost or associated savings to San Elizario ISD, if any.
- The timetable for implementing the change.
- The effect on and/or risk to the schedule, resource needs or resource responsibilities.

San Elizario ISD will use its good faith efforts to either approve or disapprove any Change Request within ten (10) Business Days (or other period as mutually agreeable between Tyler and San Elizario ISD). Any changes to the Project scope, budget, or timeline must be documented and approved in writing using a Change Request form. These changes constitute a formal amendment to the Statement of Work and will supersede any conflicting term in the Statement of Work.

Change Request Process



4. Acceptance Process

The implementation of a Project involves many decisions to be made throughout its lifecycle. Decisions will vary from higher level strategy decisions to smaller, detailed Project level decisions. It is critical to the success of the Project that each San Elizario ISD office or department designates specific individuals for making decisions on behalf of their offices or departments.

Both Tyler and the San Elizario ISD will identify representative project managers. These individuals will represent the interests of all stakeholders and serve as the primary contacts between the two organizations.

The coordination of gaining client feedback and approval on Project deliverables will be critical to the success of the Project. The San Elizario ISD project manager will strive to gain deliverable and decision approvals from all authorized San Elizario ISD representatives. Given that the designated decision-maker for each department may not always be available, there must be a designated proxy for each decision point in the Project. Assignment of each proxy will be the responsibility of the leadership from each San Elizario ISD department. The proxies will be named individuals that have the authorization to make decisions on behalf of their department.

The following process will be used for accepting Deliverables and Control Points:

- The San Elizario ISD shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept each Deliverable or Control Point. If the San Elizario ISD does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.
- If the San Elizario ISD does not agree the particular Deliverable or Control Point meets requirements, the San Elizario ISD shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.
- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The San Elizario ISD shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the San Elizario ISD does not provide acceptance within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

5. Roles and Responsibilities

The following defines the roles and responsibilities of each Project resource for San Elizario ISD and Tyler. Roles and responsibilities may not follow the organizational chart or position descriptions at San Elizario ISD, but are roles defined within the Project. It is common for individual resources on both the Tyler and client project teams to fill multiple roles. Similarly, it is common for some roles to be filled by multiple people.

5.1 Tyler Roles & Responsibilities

Tyler assigns a project manager prior to the start of each Phase of the Project (some Projects may only be one Phase in duration). Additional Tyler resources are assigned as the schedule develops and as needs arise.



5.1.1 Tyler Executive Sponsor

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the Project team and collaborates with other Tyler department managers as needed in order to escalate and facilitate implementation Project tasks and decisions.

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying San Elizario ISD 's overall organizational strategy.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Acts as the counterpart to San Elizario ISD 's executive sponsor.

5.1.2 Tyler Implementation Manager

- Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. The Tyler project managers consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler Project Manager or with San Elizario ISD management as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level.
- Assigns Tyler Project personnel.
- Provides support for the Project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors Project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

- The Tyler project manager(s) provides oversight of the Project, coordination of Tyler resources between departments, management of the Project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items. As requested by the client, the Tyler Project Manager provides regular updates to the client Steering Committee and other Tyler governance members. Tyler Project Manager's role includes responsibilities in the following areas:

5.1.3.1 Contract Management

- Validates contract compliance throughout the Project.
- Ensures Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions.
- Prepares and presents contract milestone sign-offs for acceptance by San Elizario ISD project manager(s).
- Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

5.1.3.2 Planning

- Delivers project planning documents.
- Defines Project tasks and resource requirements.
- Develops initial Project schedule and Project Management Plan.



- Collaborates with San Elizario ISD project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

5.1.3.3 Implementation Management

- Tightly manages Scope and budget of Project to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- Establishes and manages a schedule and Tyler resources that properly support the Project Schedule and are also in balance with Scope/budget.
- Establishes risk/issue tracking/reporting process between San Elizario ISD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to San Elizario ISD any items that may impact the outcomes of the Project.
- Collaborates with San Elizario ISD 's project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the project.
- Collaborates with San Elizario ISD 's project manager(s) to set a routine communication plan that will aide all Project team members, of both San Elizario ISD and Tyler, in understanding the goals, objectives, current status, and health of the Project.

5.1.3.4 Resource Management

- Acts as liaison between Project team and Tyler manager(s).
- Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- Provides direction and support to Project team.
- Manages the appropriate assignment and timely completion of tasks as defined in the Project Schedule, task list, and Go-Live Checklist.
- Assesses team performance and adjusts as necessary.
- Consulted on in Scope 3rd party providers to align activities with ongoing Project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Documents activities for services performed by Tyler.
- Guides San Elizario ISD through software validation process following configuration.
- Assists during Go-Live process and provides support until San Elizario ISD transitions to Client Services.
- Facilitates training sessions and discussions with San Elizario ISD and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.

5.1.5 Tyler Sales

- Supports Sales to Implementation knowledge transfer during Initiate & Plan.
- Provides historical information, as needed, throughout implementation.
- Participates in pricing activities if additional licensing and/or services are needed.

5.1.6 Tyler Technical Services

- Maintains Tyler infrastructure requirements and design document(s).
- Involved in system infrastructure planning/review(s).
- Provides first installation of licensed software with initial database on servers.



- Supports and assists the project team with technical/environmental issues/needs.
- Deploys Tyler products.
- Conducts GIS Planning.
- Reviews GIS data and provides feedback to the client.
- Loads client provided GIS data into the system.

5.2 San Elizario ISD Roles & Responsibilities

San Elizario ISD resources will be assigned prior to the start of each Phase of the Project. One person may be assigned to multiple Project roles.

5.2.1 San Elizario ISD Executive Sponsor

The San Elizario ISD executive sponsor provides support to the Project by providing strategic direction and communicating key issues about the Project and its overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated Project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day Project activities. The executive sponsor empowers the San Elizario ISD steering committee, project manager(s), and functional leads to make critical business decisions for San Elizario ISD.

- Champions the project at the executive level to secure buy-in.
- Authorizes required project resources.
- Actively participates in organizational change communications.

5.2.2 San Elizario ISD Steering Committee

The San Elizario ISD steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation for the Project’s value throughout the organization. The steering committee oversees the San Elizario ISD project manager and Project as a whole through participation in regular internal meetings. The San Elizario ISD steering committee remains updated on all Project progress, Project decisions, and achievement of Project milestones. The San Elizario ISD steering committee also serves as primary level of issue resolution for the Project.

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.
- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Ensures the project staffed appropriately and that staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:
 - Cost
 - Scope
 - Schedule
 - Project Goals
 - San Elizario ISD Policies
 - Needs of other client projects



5.2.3 San Elizario ISD Project Manager

San Elizario ISD shall assign project manager(s) prior to the start of this project with overall responsibility and authority to make decisions related to Project Scope, scheduling, and task assignment. San Elizario ISD Project Manager should communicate decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When San Elizario ISD project manager(s) do not have the knowledge or authority to make decisions, he or she engages the necessary resources to participate in discussions and make decisions in a timely fashion to avoid Project delays. The client project manager(s) are responsible for reporting to client steering committee and determining appropriate escalation points.

5.2.3.1 Contract Management

- Validates contract compliance throughout the project.
- Ensures that invoicing and Deliverables meet contract requirements.
- Acts as primary point of contact for all contract and invoicing questions. Collaborates on and approves Change Requests, if needed, to ensure proper scope and budgetary compliance.

5.2.3.2 Planning

- Reviews and accepts project planning documents.
- Defines project tasks and resource requirements for San Elizario ISD project team.
- Collaborates in the development and approval of the project schedule.
- Collaborates with Tyler project manager(s) to plan and schedule project timelines to achieve on-time implementation.

5.2.3.3 Implementation Management

- Tightly manages project budget and scope.
- Collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure that scope changes and budget (planned versus actual) are transparent and handled effectively and efficiently.
- Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the project schedule as a whole and is also in balance with scope and budget.
- Collaborates with Tyler project manager(s) to establish risk and issue tracking and reporting process between San Elizario ISD and Tyler and takes all necessary steps to proactively mitigate these items or communicate with transparency to Tyler any items that may impact the outcomes of the project.
- Collaborates with Tyler project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- Routinely communicates with both San Elizario ISD staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the project by all team members.
- Manages the requirements gathering process and ensure timely and quality business requirements are being provided to Tyler.

5.2.3.4 Resource Management

- Acts as liaison between project team and stakeholders.
- Identifies and coordinates all San Elizario ISD resources across all modules, phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
- Provides direction and support to project team.



- Builds partnerships among the various stakeholders, negotiating authority to move the project forward.
- Manages the appropriate assignment and timely completion of tasks as defined.
- Assesses team performance and takes corrective action, if needed.
- Provides guidance to San Elizario ISD technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams in order to ensure timely response and appropriate resolution.
- Owns the relationship with in-Scope 3rd party providers and aligns activities with ongoing project tasks.
- Ensures that users have appropriate access to Tyler project toolsets as required.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.4 San Elizario ISD Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Contributes business process expertise for Current & Future State Analysis.
- Identifies and includes additional subject matter experts to participate in Current & Future State Analysis.
- Validates that necessary skills have been retained by end users.
- Provides End Users with dedicated time to complete required homework tasks.
- Acts as an ambassador/champion of change for the new process and provide business process change support.
- Identifies and communicates any additional training needs or scheduling conflicts to San Elizario ISD project manager.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:
 - Task completion
 - Stakeholder Meeting
 - Project Management Plan development
 - Schedule development
 - Maintenance and monitoring of risk register
 - Escalation of issues
 - Communication with Tyler project team
 - Coordination of San Elizario ISD resources
 - Attendance at scheduled sessions
 - Change management activities
 - Modification specification, demonstrations, testing and approval assistance
 - Data analysis assistance
 - Decentralized end user training
 - Process testing
 - Solution Validation

5.2.5 San Elizario ISD Power Users

- Participate in project activities as required by the project team and project manager(s).
- Provide subject matter expertise on San Elizario ISD business processes and requirements.
- Act as subject matter experts and attend Current & Future State Analysis sessions as needed.



- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout project.
- Test all application configuration to ensure it satisfies business process requirements.
- Become application experts.
- Participate in Solution Validation.
- Adopt and support changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Demonstrate competency with Tyler products processing prior to Go-live.
- Provide knowledge transfer to San Elizario ISD staff during and after implementation.

5.2.6 San Elizario ISD End Users

- Attend all scheduled training sessions.
- Become proficient in application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all deliverables by the due dates defined in the project schedule.
- Utilize software to perform job functions at and beyond Go-live.

5.2.7 San Elizario ISD Technical Lead

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Coordinates and adds new users, printers and other peripherals as needed.
- Validates that all users understand log-on process and have necessary permission for all training sessions.
- Coordinates interface development for San Elizario ISD third party interfaces.
- Develops or assists in creating reports as needed.
- Ensures on-site system meets specifications provided by Tyler.
- Assists with software installation as needed.

5.2.7.1 San Elizario ISD GIS

- Participates in GIS planning activities.
- Responsible for management and maintenance of San Elizario ISD GIS infrastructure and data.
- Ensures GIS data/service endpoints are in alignment with Tyler software requirements.
- Provides Tyler implementation team with GIS data/service access information.

5.2.7.2 San Elizario ISD Upgrade Coordination

- Becomes familiar with the software upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler resources to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage San Elizario ISD's software upgrade process.
- Assists with the software upgrade process during implementation.
- Manages software upgrade activities post-implementation.
- Manages software upgrade plan activities.
- Coordinates software upgrade plan activities with San Elizario ISD and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder acceptance to upgrade production environment.



5.2.8 San Elizario ISD Change Management Lead

- Validates that users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.



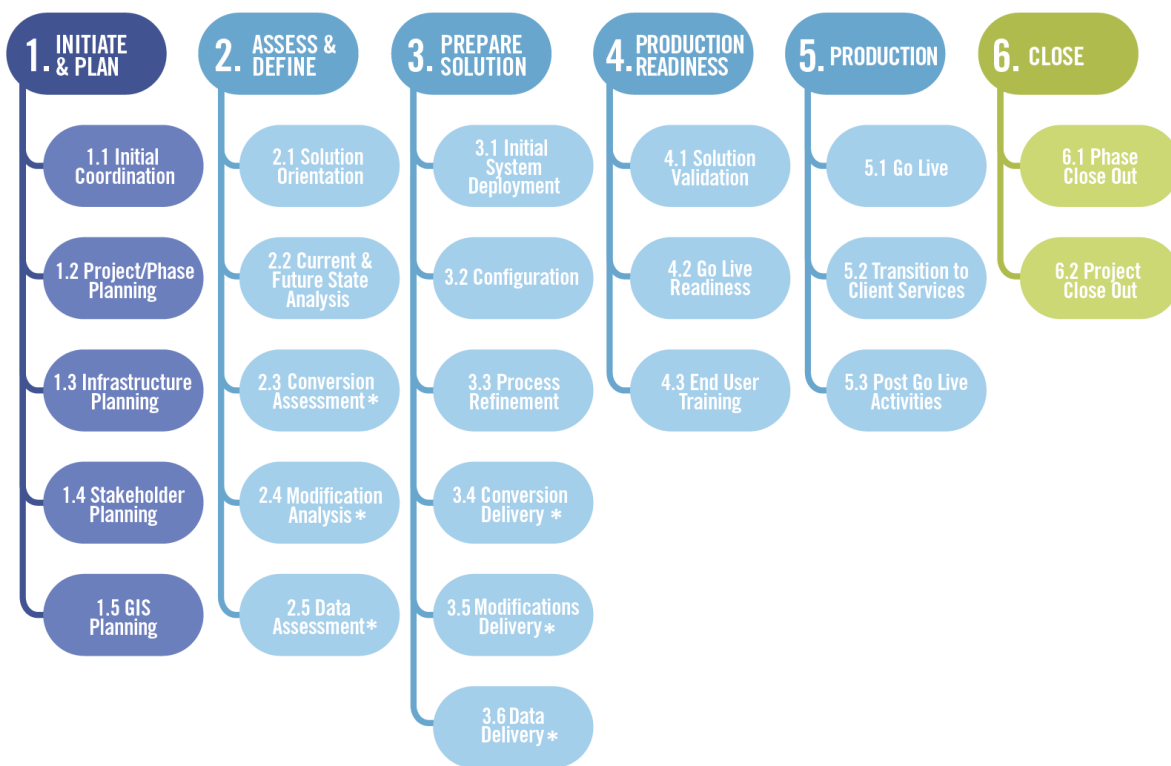
Part 3: Project Plan

6. Project Stages

Work Breakdown Structure

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called “Stages” and the second level components are called “Work Packages”. The work packages, shown below each stage, contain the high-level work to be done. The detailed Project Schedule, developed during Project/Phase Planning and finalized during subsequent stages, lists the tasks to be completed within each work package. Each stage ends with a “Control Point”, confirming the work performed during that stage of the Project has been accepted by San Elizario ISD.

Work Breakdown Structure (WBS)



**Items noted with an asterisk in the graphic above relate to specific products and services. If those products and services are not included in the scope of the contract, these specific work packages will be noted as “Intentionally Left Blank” in Section 6 of the Statement of Work.*



6.1 Initiate and Plan

The Initiate and Plan stage involves Project initiation, infrastructure, and planning. This stage creates a foundation for the Project by identifying and establishing sequence and timing for each Phase as well as verifying scope for the Project. This stage will be conducted at the onset of the Project, with a few unique items being repeated for the additional Phases as needed.

6.1.1 Initial Coordination

Prior to Project commencement, Tyler management assigns project manager(s). Additional Project resources will be assigned later in the Project as a Project schedule is developed. Tyler provides San Elizario ISD with initial Project documents used to gather names of key personnel, their functional role as it pertains to the Project, as well as any blackout dates to consider for future planning. San Elizario ISD gathers the information requested by the provided deadline ensuring preliminary planning and scheduling can be conducted moving the Project forward in a timely fashion. Internally, the Tyler Project Manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with San Elizario ISD's team. During this step, Tyler will work with San Elizario ISD to establish the date(s) for the Project and Phase Planning session.

Objectives:

- Formally launch the project.
- Establish project governance.
- Define and communicate governance for Tyler.
- Identify client project team.

STAGE 1	Initial Coordination																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Tyler project team is assigned	A	R	C	I	I	I	I		I		I						
Client project team is assigned									A	I	R	I	I	I			
Provide initial project documents to San Elizario ISD		A	R	C			C		I		I						
Gather preliminary information requested			I						A		R	C		C		C	C
Sales to implementation knowledge transfer		A	R	I	I	I	I				I						
Create Project Portal to store project artifacts and facilitate communication		A	R								I						



Inputs	Contract documents
	Statement of Work

Outputs/Deliverables	Completed initial project documents
	Project portal

Work package assumptions:

- Project activities begin after the agreement has been fully executed.

6.1.2 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify applications to implement in each Phase (if applicable), and discuss implementation timeframes.

During this work package Tyler will work with San Elizario ISD to coordinate and plan a formal Project planning meeting(s). This meeting signifies the start of the Project and should be attended by all San Elizario ISD Project team members and the Tyler Project Manager. The meeting provides an opportunity for Tyler to introduce its implementation methodology, terminology, and Project management best practices to San Elizario ISD’s Project Team. This will also present an opportunity for project managers and Project sponsors to begin to discuss Project communication, metrics, status reporting and tools to be used to measure Project progress and manage change.

Tyler will work with the San Elizario ISD Project Team to prepare and deliver the Project Management Plan as an output of the planning meeting. This plan will continue to evolve and grow as the Project progresses and will describe how the project will be executed, monitored, and controlled.

During project planning, Tyler will introduce the tools that will be used throughout the implementation. Tyler will familiarize the client with these tools during project planning and make them available for review and maintenance as applicable throughout the project. Some examples are Solution validation plan, issue log, and go-live checklist.

STAGE 1	Project/Phase Planning																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule and conduct planning session(s)		A	R						I		C	C	I				



Develop Project Management Plan		A	R						I		C	C	I				
Develop initial project schedule		A	R	I	I	I	I		I	I	C	C	I	I	C		I

Inputs	Contract documents
	Statement of Work
	Guide to Starting Your Project

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Project Management Plan	Delivery of document
	Project Operational Plan	Delivery of document
	Initial Project Schedule	San Elizario ISD provides acceptance of schedule based on resource availability, project budget, and goals.

Work package assumptions:

- San Elizario ISD has reviewed and completed the Guide to Starting Your Project document.

6.1.3 Infrastructure Planning

Procuring required hardware and setting it up properly is a critical part of a successful implementation. This task is especially important for Tyler-hosted/SaaS deployment models. Tyler will be responsible for building the environments for a hosted/SaaS deployment, unless otherwise identified in the Agreement. Tyler will install Licensed Software on application server(s) or train San Elizario ISD to install License Software. The San Elizario ISD is responsible for the installation and setup of all peripheral devices.

Objectives:

- Ensure San Elizario ISD’s infrastructure meets Tyler’s application requirements.
- Ensure San Elizario ISD’s infrastructure is scheduled to be in place and available for use on time.

STAGE 1	Infrastructure Planning																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts	Department Heads	End Users	Technical Leads
Provide Infrastructure Requirements and Design Document		A	R		C		C				I						I
Initial Infrastructure Meeting		A	R		C		C				C						C



*Schedule SaaS Environment Availability		A	R				C				I						
*Schedule Hardware to be Available for Installation			I				I		A		R						C
Schedule Installation of All Licensed Software		A	R				C				I						I
Infrastructure Audit		A	R				C				I						C

Inputs	1. Initial Infrastructure Requirements and Design Document
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	1. Completed Infrastructure Requirements and Design Document	Delivery of Document
	2. Infrastructure Audit	System Passes Audit Criteria

6.1.4 Stakeholder Meeting

Communication of the Project planning outcomes to the San Elizario ISD Project team, executives and other key stakeholders is vital to Project success. The Stakeholder meeting is a strategic activity to inform, engage, gain commitment, and instill confidence in the San Elizario ISD team. During the meeting, the goals and objectives of the Project will be reviewed along with detail on Project scope, implementation methodology, roles and responsibilities, Project timeline and schedule, and keys to Project success.

Objectives:

- Formally present and communicate the project activities and timeline.
- Communicate project expectations.

STAGE 1	Stakeholder Meeting																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Create Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C		I				
Review Stakeholder Meeting Presentation		I	C						A		R		C				
Perform Stakeholder Meeting Presentation	I	A	R	I	I				I	I	C	I	I	I	I	I	I



Inputs	Agreement
	SOW
	Project Management Plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Stakeholder Meeting Presentation	

Work package assumptions:

- None

6.1.5 GIS Preparation

GIS data is a core part of many Tyler applications. Other San Elizario ISD offices/products may also use this data and have different GIS requirements. A key focus of this preparation will be the process for developing the GIS data for use with Tyler applications. This can be an iterative process, so it is important to begin preparation early.

Objectives:

- Identify all San Elizario ISD GIS data sources and formats.
- Tyler to understand San Elizario ISD’s GIS needs and practices.
- Ensure San Elizario ISD’s GIS data meets Tyler product requirements.

STAGE 1	GIS Preparation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Initial GIS Planning Meeting		A	R				C				C						C
Determine all GIS Data Sources			I				I		A		R						C
Provide Source GIS Data			I				I		A		R						C
Review GIS Data and Provide Feedback		A	R				C				I						C

Inputs	GIS Requirements Document
--------	---------------------------

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Production Ready Map Data	Meets Tyler GIS Requirements.



Work package assumptions:

- GIS data provided to Tyler is accurate and complete.
- GIS data provided to Tyler is current.
- San Elizario ISD is responsible for maintaining the GIS data.

6.1.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this stage includes completion of all criteria listed below.

Note: Advancement to the Assess & Define stage is not dependent upon Tyler's receipt of this stage acceptance.

Initiate & Plan Stage Deliverables:

- Project Management Plan
- Initial Project Schedule

Initiate & Plan stage acceptance criteria:

- All stage deliverables accepted based on acceptance criteria previously defined
- Project governance defined
- Project portal made available to San Elizario ISD
- Stakeholder meeting complete
- GIS Data Production Ready
- Completed Infrastructure Requirements and Design Document
- System Passes Infrastructure Audit (as applicable)

6.2 Assess & Define

The Assess & Define stage will provide an opportunity to gather information related to current San Elizario ISD business processes. This information will be used to identify and define business processes utilized with Tyler software. San Elizario ISD collaborates with Tyler providing complete and accurate information to Tyler staff and assisting in analysis, understanding current workflows and business processes.

6.2.1 Solution Orientation

The Solution Orientation provides the Project stakeholders a high-level understanding of the solution functionality prior to beginning the current and future state analysis. The primary goal is to establish a foundation for upcoming conversations regarding the design and configuration of the solution.

Tyler utilizes a variety of tools for the Solution Orientation, focusing on San Elizario ISD team knowledge transfer such as: eLearning, documentation, or walkthroughs. The San Elizario ISD team will gain a better understanding of the major processes and focus on data flow, the connection between configuration options and outcome, integration, and terminology that may be unique to Tyler's solution.

Objectives:

- Provide a basic understanding of system functionality.



- Prepare San Elizario ISD for current and future state analysis.

STAGE 2	Solution Orientation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide pre-requisites			A	R							I	I		I	I		I
Complete pre-requisites											A	R		C			C
Conduct orientation			A	R							I	I		I	I		I

Inputs	Solution orientation materials
	Training Plan

6.2.2 Current & Future State Analysis

The Current & Future State Analysis provides the Project stakeholders and Tyler an understanding of process changes that will be achieved with the new system.

San Elizario ISD and Tyler will evaluate current state processes, options within the new software, pros and cons of each based on current or desired state and make decisions about the future state configuration and processing. This may occur before or within the same timeframe as the configuration work package. The options within the new software will be limited to the scope of this implementation and will make use of standard Tyler functionality.

The San Elizario ISD will adopt the existing Tyler solution wherever possible to avoid project schedule and quality risk from over customization of Tyler products. It is the client’s responsibility to verify that in-scope requirements are being met throughout the implementation if functional requirements are defined as part of the contract. The following guidelines will be followed when evaluating if a modification to the product is required:

- A reasonable business process change is available.
- Functionality exists which satisfies the requirement.
- Configuration of the application satisfies the requirement.
- An in-scope modification satisfies the requirement.

Requirements that are not met will follow the agreed upon change control process and can have impacts on the project schedule, scope, budget and resource availability.

STAGE 2	Current & Future State Analysis	
	Tyler	Client



<p> RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed </p>	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Current State process review			A	R	I	I	I				C	C	C	C			C
Discuss future-state options			A	R	C	C	C				C	C	C	C			C
Make future-state decisions (non-COTS)			C	C	C	C	C				A	R	I	C			C
Document anticipated configuration options required to support future state			A	R	C	C	C				I	I	I	I			I

Inputs	Client current state documentation
	Solution Orientation completion

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Documentation that describes future-state decisions and configuration options to support future-state decisions.	Delivery of document

Work package assumptions:

- San Elizario ISD attendees possess sufficient knowledge and authority to make future state decisions.
- San Elizario ISD is responsible for any documentation of current state business processes.
- Client is able to effectively communicate current state processes.

6.2.3 Intentionally left blank.

6.2.4 Intentionally left blank.

6.2.5 Intentionally left blank.

6.2.6 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Note: Advancement to the Prepare Solution Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Assess & Define Stage Deliverables:

- Documentation of future state decisions and configuration options to support future state decisions.



- Modification specification document.
- Assess & Define Stage Acceptance Criteria:
- All stage deliverables accepted based on criteria previously defined.
- Solution Orientation is delivered.

6.3 Prepare Solution

During the Prepare Solution stage, information gathered during the Initiate & Plan and Assess & Define stages will be used to install and configure the Tyler software solution. Software configuration will be validated by the client against future state decisions defined in previous stages and processes refined as needed to ensure business requirements are met.

6.3.1 Initial System Deployment

The timely availability of the Tyler Solution is important to a successful Project implementation. The success and timeliness of subsequent work packages are contingent upon the initial system deployment of Tyler Licensed Software on an approved network and infrastructure. Delays in executing this work package can affect the project schedule.

Objectives:

- All licensed software is installed and operational.
- San Elizario ISD is able to access the software.

STAGE 3	Initial System Deployment (Hosted/SaaS)*																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Prepare hosted environment			A				R				I						C
Install Licensed Software with Initial Database on Server(s) for Included Environments			A				R				I						C
Install Licensed Software on Client Devices (if applicable)			I				C				A						R
Tyler System Administration			A				R				I						C



Training (if applicable)																		
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Outputs / Deliverables	Acceptance Criteria [only] for Deliverables
Licensed Software is Installed on the Server(s)	Software is accessible
Licensed Software is Installed on Client Devices (if applicable)	Software is accessible
Installation Checklist/System Document	System Passes
Infrastructure Design Document (C&J – If Applicable)	

Work package assumptions:

- The most current generally available version of the Tyler Licensed Software will be installed.
- San Elizario ISD will provide network access for Tyler modules, printers, and Internet access to all applicable San Elizario ISD and Tyler Project staff.

6.3.2 Configuration

The purpose of Configuration is to prepare the software product for validation.

Tyler staff collaborates with San Elizario ISD to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. San Elizario ISD collaborates with Tyler staff iteratively to validate software configuration.

Objectives:

- Software is ready for validation.
- Educate San Elizario ISD Power User how to configure and maintain software.
- Prepare standard interfaces for process validation (if applicable).

STAGE 3	Configuration																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct configuration training			A	R							I	C		C			
Complete Tyler configuration tasks (where applicable)			A	R							I	I		I			



Complete Client configuration tasks (where applicable)			I	C							A	R		C			
Standard interfaces configuration and training (if applicable)			A	R			C				I	C		C			C
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Documentation that describes future state decisions and configuration options to support future state decisions.
--------	--

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Configured System	N/A

Work package assumptions:

- Tyler provides guidance for configuration options available within the Tyler software. San Elizario ISD is responsible for making decisions when multiple options are available.

6.3.3 Process Refinement

Tyler will educate the San Elizario ISD users on how to execute processes in the system to prepare them for the validation of the software. San Elizario ISD collaborates with Tyler staff iteratively to validate software configuration options to support future state.

Objectives:

- Ensure that San Elizario ISD understands future state processes and how to execute the processes in the software.
- Refine each process to meet the business requirements.
- Validate standard interfaces, where applicable.
- Validate forms and reports, where applicable.

STAGE 3	Process Refinement																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Conduct process training			A	R							I	C	I	C			



Confirm process decisions			I	C						A	R	C	I	C			
Test configuration			I	C							A	R		C			
Refine configuration (Client Responsible)			I	C							A	R		C			
Refine configuration (Tyler Responsible)			A	R							I	I		I			
Validate interface process and results			I	C				C			A	R		C			C
Update client-specific process documentation (if applicable)			I	C							A	R		C			
Updates to Solution Validation testing plan			C	C							A	R		C			C

Inputs	Initial Configuration
	Documentation that describes future state decisions and configuration options to support future state decisions.
	Solution validation test plan

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated solution validation test plan	
	Completed client-specific process documentation (completed by San Elizario ISD)	

Work package assumptions:

- None

6.3.4 Intentionally left blank.

6.3.5 Intentionally left blank.

6.3.6 Intentionally left blank.

6.3.7 Control Point 3: Prepare Solution Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below in each Work Package.

Note: Advancement to the Production Readiness Stage is dependent upon Tyler’s receipt of the Stage Acceptance.

Prepare Solution Stage Deliverables:

- Licensed software is installed.



- Installation checklist/system document.

Prepare Solution Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Software is configured.
- Solution validation test plan has been reviewed and updated if needed.

6.4 Production Readiness

Activities in the Production Readiness stage will prepare the client team for go-live through solution validation, the development of a detailed go-live plan and end user training. A readiness assessment will be conducted with the client to review the status of the project and the organizations readiness for go-live.

6.4.1 Solution Validation

Solution Validation is the end-to-end software testing activity to ensure that San Elizario ISD verifies all aspects of the Project (hardware, configuration, business processes, etc.) are functioning properly, and validates that all features and functions per the contract have been deployed for system use.

Objectives:

- Validate that the solution performs as indicated in the solution validation plan.
- Ensure San Elizario ISD organization is ready to move forward with go-live and training (if applicable).

STAGE 4	Solution Validation																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update Solution Validation plan			A	R	C						C	C		C			
Update test scripts (as applicable)			C	C	C						A	R		C			
Perform testing			C	C	C						A	R		C			
Document issues from testing			C	C	C						A	R		C			
Perform required follow-up on issues			A	R	C						C	C		C			

Inputs	Solution Validation plan
	Completed work product from prior stages (configuration, business process, etc.)



Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Solution Validation Report	San Elizario ISD updates report with testing results

Work package assumptions:

- Designated testing environment has been established.
- Testing includes current phase activities or deliverables only.

6.4.2 Go-Live Readiness

Tyler and San Elizario ISD will ensure that all requirements defined in Project planning have been completed and the Go-Live event can occur, as planned. A go-live readiness assessment will be completed identifying risks or actions items to be addressed to ensure the client has considered its ability to successfully Go-Live. Issues and concerns will be discussed and mitigation options documented. Tyler and San Elizario ISD will jointly agree to move forward with transition to production. Expectations for final preparation and critical dates for the weeks leading into and during the Go-Live week will be planned in detail and communicated to Project teams.

Objectives:

- Action plan for go-live established.
- Assess go-live readiness.
- Stakeholders informed of go-live activities.

STAGE 4	Go-Live Readiness																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Perform Readiness Assessment	I	A	R	C	C	I	C	I	I	I	I		I				I
Conduct Go-Live planning session		A	R	C							C	C	C	C	C		C
Order peripheral hardware (if applicable)			I							A	R						C
Confirm procedures for Go-Live issue reporting & resolution		A	R	I	I	I	I				C	C	I	I	I	I	I
Develop Go-Live checklist		A	R	C	C						C	C	I	C			C



Final system infrastructure review (where applicable)			A				R											C
---	--	--	---	--	--	--	---	--	--	--	--	--	--	--	--	--	--	---

Inputs	Future state decisions
	Go-live checklist

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated go-live checklist	Updated Action plan and Checklist for go-live delivered to San Elizario ISD

Work package assumptions:

- None

6.4.3 End User Training

End User Training is a critical part of any successful software implementation. Using a training plan previously reviewed and approved, the Project team will organize and initiate the training activities.

Tyler Led: Tyler provides training for all applicable users. One or multiple occurrences of each scheduled training or implementation topic will be covered.

Tyler will provide standard application documentation for the general use of the software. It is not Tyler’s responsibility to develop client specific business process documentation. Client-led training labs using client specific business process documentation if created by the client can be added to the regular training curriculum, enhancing the training experiences of the end users.

Objectives:

- End users are trained on how to use the software prior to go-live.
- San Elizario ISD is prepared for on-going training and support of the application.

STAGE 4	End User Training																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Update training plan		A	R	C							C		I		C		
End User training (Tyler-led)		A	R	C							C	C	I	C	C	C	
Train-the-trainer		A	R	C							C	C	I	C			
End User training (Client-led)			C	C							A	R	I	C	C	C	



Inputs	Training Plan	
	List of End Users and their Roles / Job Duties	
	Configured Tyler System	
Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	End User Training	San Elizario ISD signoff that training was delivered

Work package assumptions:

- The San Elizario ISD project team will work with Tyler to jointly develop a training curriculum that identifies the size, makeup, and subject-area of each of the training classes.
- Tyler will work with San Elizario ISD as much as possible to provide end-user training in a manner that minimizes the impact to the daily operations of San Elizario ISD departments.
- San Elizario ISD will be responsible for training new users after go-live (exception—previously planned or regular training offerings by Tyler).

6.4.4 Control Point 4: Production Readiness Stage Acceptance

Acceptance criteria for this stage includes all criteria listed below. Advancement to the Production stage is dependent upon Tyler’s receipt of the stage acceptance.

Production Readiness stage deliverables:

- Solution Validation Report.
- Update go-live action plan and checklist.
- End user training.

Production Readiness stage acceptance criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live planning session conducted.

6.5 Production

Following end user training the production system will be fully enabled and made ready for daily operational use as of the scheduled date. Tyler and San Elizario ISD will follow the comprehensive action plan laid out during Go-Live Readiness to support go-live activities and minimize risk to the Project during go-live. Following go-live, Tyler will work with San Elizario ISD to verify that implementation work is concluded, post go-live activities are scheduled, and the transition to Client Services is complete for long-term operations and maintenance of the Tyler software.

6.5.1 Go-Live

Following the action plan for Go-Live, defined in the Production Readiness stage, San Elizario ISD and Tyler will complete work assigned to prepare for Go-Live.



Tyler staff collaborates with San Elizario ISD during Go-Live activities. San Elizario ISD transitions to Tyler software for day-to day business processing.

Some training topics are better addressed following Go-Live when additional data is available in the system or based on timing of applicable business processes and will be scheduled following Go-Live per the Project Schedule.

Objectives:

- Execute day to day processing in Tyler software.
- Client data available in Production environment.

STAGE 5	Go-Live																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Provide final source data extract, if applicable			C		C						A						R
Final source data pushed into production environment, if applicable			A	C	R						I	C		C			C
Proof final converted data, if applicable			C	C	C						A	R		C			
Complete Go-Live activities as defined in the Go-Live action plan			C	C	C					A	R	C	I	C			
Provide Go-Live assistance			A	R	C	C		I			C	C	I	C		I	C

Inputs	Comprehensive Action Plan for Go-Live
	Final source data (if applicable)

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Data is available in production environment	Client confirms data is available in production environment

Work package assumptions:

- San Elizario ISD will complete activities documented in the action plan for Go-Live as scheduled.



- External stakeholders will be available to assist in supporting the interfaces associated with the Go-Live live process.
- The Client business processes required for Go-Live are fully documented and tested.
- The San Elizario ISD Project team and subject matter experts are the primary point of contact for the end users when reporting issues during Go-Live.
- The San Elizario ISD Project Team and Power User’s provide business process context to the end users during Go-Live.
- The Tyler Go-Live support team is available to consult with the San Elizario ISD teams as necessary.
- The Tyler Go-Live support team provides standard functionality responses, which may not be tailored to the local business processes.

6.5.2 Transition to Client Services

This work package signals the conclusion of implementation activities for the Phase or Project with the exception of agreed-upon post Go-Live activities. The Tyler project manager(s) schedules a formal transition of San Elizario ISD onto the Tyler Client Services team, who provides San Elizario ISD with assistance following Go-Live, officially transitioning San Elizario ISD to operations and maintenance.

Objectives:

- Ensure no critical issues remain for the project teams to resolve.
- Confirm proper knowledge transfer to San Elizario ISD teams for key processes and subject areas.

STAGE 5	Transition to Client Services																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Transfer client to Client Services and review issue reporting and resolution processes	I	I	A	I	I			R	I	I	C	C		C			
Review long term maintenance and continuous improvement			A					R			C	C		C			

Inputs	Open item/issues List
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Client Services Support Document	



Work package assumptions:

- No material project issues remain without assignment and plan.

6.5.3 Post Go-Live Activities

Some implementation activities are provided post-production due to the timing of business processes, the requirement of actual production data to complete the activities, or the requirement of the system being used in a live production state.

Objectives:

- Schedule activities that are planned for after Go-Live.
- Ensure issues have been resolved or are planned for resolution before phase or project close.

STAGE 5	Post Go-Live Activities																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Schedule contracted activities that are planned for delivery after go-live		A	R	C	C	C	C	I			C	C	I	C			C
Determine resolution plan in preparation for phase or project close out		A	R	C	C	C		I			C	C	I	C			

Inputs	List of post Go-Live activities
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Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Updated issues log	

Work package assumptions:

- System is being used in a live production state.

6.5.4 Control Point 5: Production Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below:



- Advancement to the Close stage is not dependent upon Tyler’s receipt of this Stage Acceptance.
- Converted data is available in production environment.

Production Stage Acceptance Criteria:

- All stage deliverables accepted based on criteria previously defined.
- Go-Live activities defined in the Go-Live action plan completed.
- Client services support document is provided.

6.6 Close

The Close stage signifies full implementation of all products purchased and encompassed in the Phase or Project. San Elizario ISD transitions to the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Client Services).

6.6.1 Phase Closeout

This work package represents Phase completion and signals the conclusion of implementation activities for the Phase. The Tyler Client Services team will assume ongoing support of San Elizario ISD for systems implemented in the Phase.

Objectives:

- Agreement from Tyler and San Elizario ISD teams that activities within this phase are complete.

STAGE 6	Phase Close Out																
	Tyler							Client									
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power Users)	Department Heads	End Users	Technical Leads
Reconcile project budget and status of contract Deliverables	I	A	R						I	I	C						
Hold post phase review meeting		A	R	C	C	C	C				C	C	C	C			C
Release phase-dependent Tyler project resources	A	R	I								I						

Participants	Tyler	Client
	Project Leadership	Project Manager
	Project Manager	Project Sponsor(s)
	Implementation Consultants	Functional Leads, Power Users, Technical Leads



	Technical Consultants (Conversion, Deployment, Development)	
	Client Services	

Inputs	Contract
	Statement of Work
	Project artifacts

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Final action plan (for outstanding items)	
	Reconciliation Report	
	Post Phase Review	

Work package assumptions:

- Tyler deliverables for the phase have been completed.

6.6.2 Project Closeout

Completion of this work package signifies final acceptance and formal closing of the Project.

At this time San Elizario ISD may choose to begin working with Client Services to look at continuous improvement Projects, building on the completed solution.

Objectives:

- Confirm no critical issues remain for the project teams to resolve.
- Determine proper knowledge transfer to San Elizario ISD teams for key processes and subject areas has occurred.
- Verify all deliverables included in the Agreement are delivered.

STAGE 6	Project Close Out																
	Tyler								Client								
RACI MATRIX KEY: R = Responsible A = Accountable C = Consulted I = Informed	Executive Manager	Implementation Manager	Project Manager	Implementation Consultant	Data Experts	Modification Services	Technical Services	Client Services	Executive Sponsor	Steering Committee	Project Manager	Functional Leads	Change Management Leads	Subject Matter Experts (Power)	Department Heads	End Users	Technical Leads
Conduct post project review		A	R	C	C	C	C				C	C	C	C			C
Deliver post project report to San Elizario ISD and Tyler leadership	I	A	R						I	I	C						



Release Tyler project resources	A	R	I																
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Inputs	Contract
	Statement of Work

Outputs / Deliverables		Acceptance Criteria [only] for Deliverables
	Post Project Report	Client acceptance; Completed report indicating all project Deliverables and milestones have been completed

Work package assumptions:

- All project implementation activities have been completed and approved.
- No critical project issues remain that have not been documented and assigned.
- Final project budget has been reconciled and invoiced.
- All Tyler deliverables have been completed.

6.6.3 Control Point 6: Close Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below.

Close Stage Deliverables:

- Post Project Report.

Close Stage Acceptance Criteria:

- Completed report indicating all Project deliverables and milestones have been completed.

7. General Assumptions

Tyler and San Elizario ISD will use this SOW as a guide for managing the implementation of the Tyler Project as provided and described in the Agreement. There are a number of assumptions which, when acknowledged and adhered to, will support a successful implementation. Assumptions related to specific work packages are documented throughout the SOW. Included here are general assumptions which should be considered throughout the overall implementation process.

7.1 Project

- Project activities will begin after the Agreement has been fully executed.
- The San Elizario ISD Project Team will complete their necessary assignments in a mutually agreed upon timeframe in order to meet the scheduled go-live date, as outlined in the Project Schedule.
- Sessions will be scheduled and conducted at a mutually agreeable time.
- Additional services, software modules and modifications not described in the SOW or Agreement will be considered a change to this Project and will require a Change Request Form as previously referenced in the definition of the Change Control Process.



- Tyler will provide a written agenda and notice of any prerequisites to the San Elizario ISD project manager(s) ten (10) business days or as otherwise mutually agreed upon time frame prior to any scheduled on-site or remote sessions, as applicable.
- Tyler will provide guidance for configuration and processing options available within the Tyler software. If multiple options are presented by Tyler, San Elizario ISD is responsible for making decisions based on the options available.
- Implementation of new software may require changes to existing processes, both business and technical, requiring San Elizario ISD to make process changes.
- San Elizario ISD is responsible for defining, documenting and implementing their policies that result from any business process changes.

7.2 Organizational Change Management

Unless otherwise contracted by Tyler, San Elizario ISD is responsible for managing Organizational Change. Impacted Client resources will need consistent coaching and reassurance from their leadership team to embrace and accept the changes being imposed by the move to new software. An important part of change is ensuring that impacted client resources understand the value of the change, and why they are being asked to change.

7.3 Resources and Scheduling

- San Elizario ISD resources will participate in scheduled activities as assigned in the Project Schedule.
- The San Elizario ISD team will complete prerequisites prior to applicable scheduled activities. Failure to do so may affect the schedule.
- Tyler and San Elizario ISD will provide resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.
- Abbreviated timelines and overlapped Phases require sufficient resources to complete all required work as scheduled.
- Changes to the Project Schedule, availability of resources or changes in Scope will be requested through a Change Request. Impacts to the triple constraints (scope, budget and schedule) will be assessed and documented as part of the change control process.
- San Elizario ISD will ensure assigned resources will follow the change control process and possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, change control process buy-in, and knowledge.
- San Elizario ISD makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Failure to do so may affect the schedule, as each analysis and implementation session is dependent on the decisions made in prior sessions.
- San Elizario ISD will respond to information requests in a comprehensive and timely manner, in accordance with the Project Schedule.
- San Elizario ISD will provide adequate meeting space or facilities, including appropriate system connectivity, to the project teams including Tyler team members.
- For on-site visits, Tyler will identify a travel schedule that balances the needs of the project and the employee.



7.4 Intentionally left blank.

7.5 Facilities

- San Elizario ISD will provide dedicated space for Tyler staff to work with San Elizario ISD resources for both on-site and remote sessions. If Phases overlap, San Elizario ISD will provide multiple training facilities to allow for independent sessions scheduling without conflict.
- San Elizario ISD will provide staff with a location to practice what they have learned without distraction.



8. Glossary

Word or Term	Definition
Acceptance	Confirming that the output or deliverable is suitable and conforms to the agreed upon criteria.
Accountable	The one who ultimately ensures a task or deliverable is completed; the one who ensures the prerequisites of the task are met and who delegates the work to those responsible. [Also see RACI]
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Application Programming Interface (API)	A defined set of tools/methods to pass data to and received data from Tyler software products
Agreement	This executed legal contract that defines the products and services to be implemented or performed.
Business Process	The practices, policy, procedure, guidelines, or functionality that the client uses to complete a specific job function.
Business Requirements Document	A specification document used to describe Client requirements for contracted software modifications.
Change Request	A form used as part of the Change Control process whereby changes in the scope of work, timeline, resources, and/or budget are documented and agreed upon by participating parties.
Change Management	Guides how we prepare, equip and support individuals to successfully adopt change in order to drive organizational success & outcomes
Code Mapping [where applicable]	An activity that occurs during the data conversion process whereby users equate data (field level) values from the old system to the values available in the new system. These may be one to one or many to one. Example: Old System [Field = eye color] [values = BL, Blu, Blue] maps to New Tyler System [Field = Eye Color] [value = Blue].
Consulted	Those whose opinions are sought, typically subject matter experts, and with whom there is two-way communication. [Also see RACI]
Control Point	This activity occurs at the end of each stage and serves as a formal and intentional opportunity to review stage deliverables and required acceptance criteria for the stage have been met.
Data Mapping [where applicable]	The activity determining and documenting where data from the legacy system will be placed in the new system; this typically involves prior data analysis to understand how the data is currently used in the legacy system and how it will be used in the new system.
Deliverable	A verifiable document or service produced as part of the Project, as defined in the work packages.
Go-Live	The point in time when the Client is using the Tyler software to conduct daily operations in Production.
Informed	Those who are kept up-to-date on progress, often only on completion of the task or deliverable, and with whom there is just one-way communication. [Also see RACI]



Infrastructure	The composite hardware, network resources and services required for the existence, operation and management of the Tyler software.
Interface	A connection to and potential exchange of data with an external system or application. Interfaces may be one way, with data leaving the Tyler system to another system or data entering Tyler from another system, or they may be bi-directional with data both leaving and entering Tyler and another system.
Integration	A standard exchange or sharing of common data within the Tyler system or between Tyler applications
Legacy System	The software from which a client is converting.
Modification	Custom enhancement of Tyler’s existing software to provide features or functions to meet individual client requirements documented within the scope of the Agreement.
On-site	Indicates the work location is at one or more of the client’s physical office or work environments.
Organizational Change	The process of changing an organization's strategies, processes, procedures, technologies, and culture, as well as the effect of such changes on the organization.
Output	A product, result or service generated by a process.
Peripheral devices	An auxiliary device that connects to and works with the computer in some way. Some examples: scanner, digital camera, printer.
Phase	A portion of the Project in which specific set of related applications are typically implemented. Phases each have an independent start, Go-Live and closure dates but use the same Implementation Plans as other Phases of the Project. Phases may overlap or be sequential and may have different Tyler resources assigned.
Project	The delivery of the software and services per the agreement and the Statement of Work. A Project may be broken down into multiple Phases.
RACI	A matrix describing the level of participation by various roles in completing tasks or Deliverables for a Project or process. Individuals or groups are assigned one and only one of the following roles for a given task: Responsible (R), Accountable (A), Consulted (C), or Informed (I).
Remote	Indicates the work location is at one or more of Tyler’s physical offices or work environments.
Responsible	Those who ensure a task is completed, either by themselves or delegating to another resource. [Also see RACI]
Scope	Products and services that are included in the Agreement.



Solution	The implementation of the contracted software product(s) resulting in the connected system allowing users to meet Project goals and gain anticipated efficiencies.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project.
Standard	Software functionality that is included in the base software (off-the-shelf) package; is not customized or modified.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project-specific activities, services and Deliverables.
System	The collective group of software and hardware that is used by the organization to conduct business.
Test Scripts	The steps or sequence of steps that will be used to validate or confirm a piece of functionality, configuration, enhancement, or Use Case Scenario.
Training Plan	Document(s) that indicate how and when users of the system will be trained relevant to their role in the implementation or use of the system.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.
Work Package	A group of related tasks within a project.



Part 4: Appendices

9. No Conversion - Intentionally left blank.



10. Additional Appendices

11. Project Timeline

11.1 Traversa Timeline

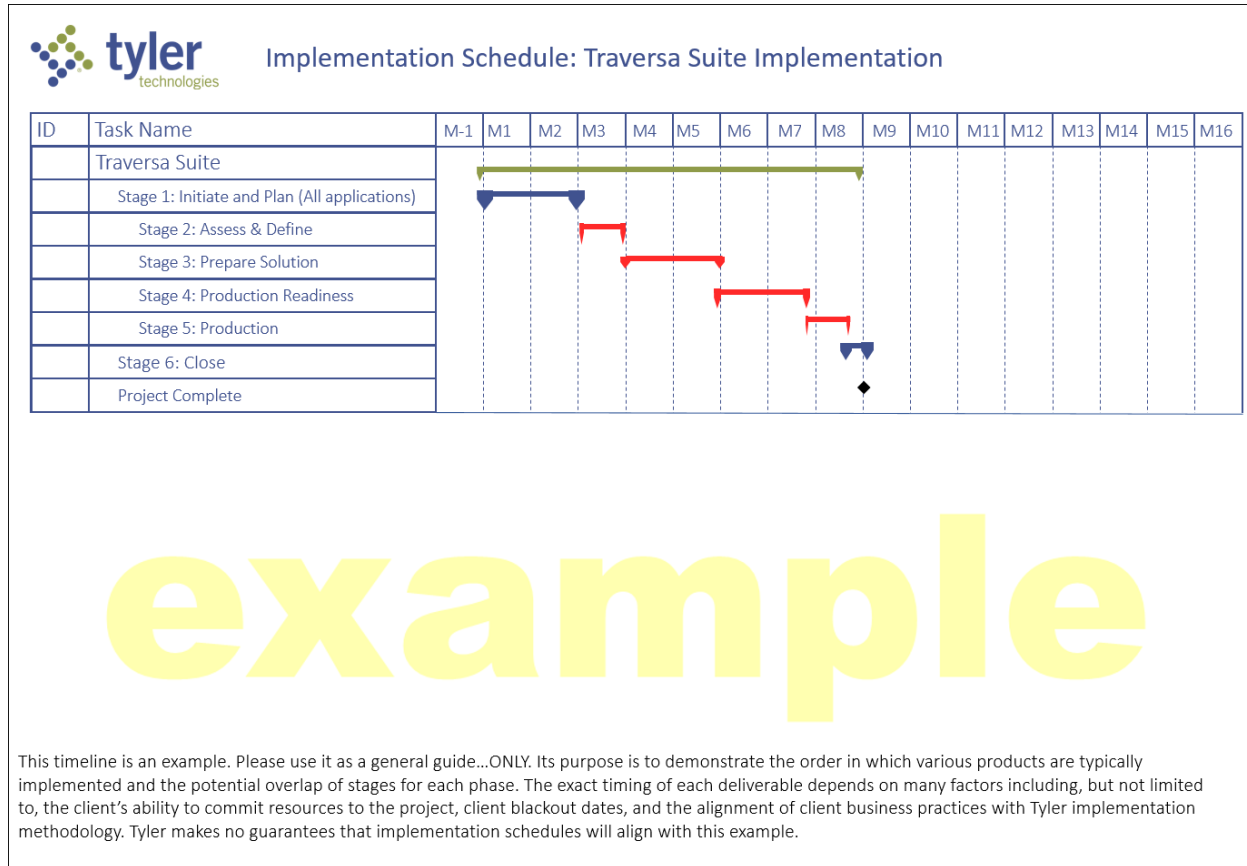




Exhibit F
Transportation Solution Terms

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Schedule 1 Tyler Drive Terms and Conditions

Hardware Terms and Conditions

1. Warranty. Tyler passes through any applicable third-party hardware or services warranties provided by the provider of such hardware or services.
2. Installation and Acceptance. Unless otherwise noted in the Investment Summary, the Tyler Software Product installation fee includes installation of the Hardware Products, provided, however, that additional charges for installation may be required in the event vehicles are not available for installation services when the installation personnel arrive at the client location. Upon completion of installation, Client will obtain from Tyler a certification of completion, or similar document, which will constitute Client's acceptance of the Hardware Products. Such acceptance will be final and conclusive except for latent defect, fraud, and a gross mistake as amount to fraud. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the tablet is installed. Client's use of the tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
3. Disclaimer of Liability. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the operation of the vehicle on which the tablet is installed. Client's installation and use of such tablet will operate as acknowledgement of, and agreement with, the foregoing disclaimer of liability.
4. Disclaimer for Installation of Tablet. In no event will Tyler be liable for any claims, losses, liabilities, damages, costs or expenses arising out of or in any way related to the installation of the tablet, including, but not limited to, where on the vehicle the Tyler Drive tablet is installed. Your use of the tablet will operate as your acknowledgement of, and agreement with, the foregoing disclaimer of liability.
5. Site Requirements. Client shall provide a suitable environment, location and space for the installation and operation of the Hardware Products.

Tyler Drive Embedded Software Terms and Conditions

1. Client's use of the third party software included on Third Party Hardware (for the purpose of this Agreement, "Embedded Third Party Software") is restricted to executable code.
2. Client is prohibited from (i) transferring the Embedded Third Party Software except for temporary CPU transfer in the event of computer malfunction; (ii) assigning, time-sharing, lending, leasing, or renting the Embedded Third Party Software or using for commercial network services or interactive cable or remote processing services.
3. Title to the Embedded Third Party Software shall not pass to Client or any other party.
4. Client is prohibited from reverse engineering, disassembling, or decompiling the Embedded Third Party Software and duplicating the Embedded Third Party Software except for a single archival copy.

- Reasonable Client backup copies are permitted.
5. To the extent permitted by applicable law, the software developer's and its licensors' liability for any damages or loss of any kind, whether direct, special, indirect, incidental, or consequential, arising from the use of the Embedded Third Party Software including, but not limited to, liability for use of Embedded Third Party Software in high-risk activities or liability related to any Data supplied by the software developer.
 6. Client, at the time of termination of its Embedded Third Party Software license, is required to certify in writing to Tyler that Client has discontinued use and has destroyed or will return to Tyler all copies of the Embedded Third Party Software and Documentation.
 7. Client is required to comply fully with all relevant export laws and regulations of the United States to ensure that Embedded Third Party Software, or any direct product thereof, is not exported, directly or indirectly, in violation of United States law.
 8. Client is prohibited from removing or obscuring any software developer copyright, trademark notice, or restrictive legend.
 9. All terms in the software developer click-through License Agreement (E204 and E300) included with Embedded Third Party Software are disclaimed. This Amendment is the sole agreement governing Client's use of the Embedded Third Party Software. Any warranty offered by Tyler on the Tyler Software Products shall only apply between Tyler and its client(s). The software developer does not offer any warranties or indemnities to Client for the Embedded Third Party Software.
 10. Tyler may terminate Client's license in the event Client uses the Embedded Third Party Software separately from the Tyler Software Products, and require Client to acquire a Full Use Software license directly from the software developer to permit any further use of Embedded Third Party Software.
 11. ANY THIRD PARTY SOFTWARE, PROGRAM MATERIALS, PREPRODUCTION MATERIALS, CONFIDENTIAL INFORMATION, OR TRADE SECRETS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. THE SOFTWARE DEVELOPER DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS.
 12. Tyler is prohibited from providing Client with updated versions of the Embedded Third Party Software in Tyler Software Products.

Tyler Drive Wireless Service Terms and Conditions

1. Under no circumstances shall wireless provider be responsible for or obligated to make any changes to its equipment, operations, network or systems to accommodate Client.
2. A mobile telephone number may be changed, reassigned or eliminated upon reasonable notice to Client under certain circumstances, including fraud prevention, area code changes, and regulatory or statutory law enforcement requirements.
3. All equipment activated on a wireless service line at a fixed location must be located by Client within the areas served by the wireless provider owned and operated network.
4. When a Client's wireless service line is terminated, Client shall cooperate with Tyler and the wireless provider to ensure that the equipment that was activated on that line does not register or attempt to register on the wireless provider's network.
5. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS MAKE NO WARRANTIES WHATSOEVER, DIRECTLY OR INDIRECTLY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY, DURABILITY, FITNESS FOR USE, QUALITY, PERFORMANCE OR NON-INFRINGEMENT OF THE WIRELESS SERVICE OR EQUIPMENT OR THEIR USE IN CONNECTION WITH THE TYLER PROVIDED EQUIPMENT OR THE TYLER PRODUCT OR SERVICE. THE EQUIPMENT IS PROVIDED "AS IS." EQUIPMENT PURCHASED UNDER THIS

AGREEMENT SHALL BE SUBJECT TO ANY WARRANTIES PROVIDED TO TYLER BY THE EQUIPMENT MANUFACTURER.

6. WIRELESS PROVIDER AND ITS AFFILIATES AND CONTRACTORS WILL HAVE NO LIABILITY TO CLIENT:
 - A) IF CHANGES IN THE WIRELESS SERVICE OR IN THE WIRELESS PROVIDER NETWORK, SYSTEMS, OPERATIONS, EQUIPMENT, POLICIES OR PROCEDURES RENDER OBSOLETE OR OUTDATED ANY EQUIPMENT, HARDWARE, DEVICES OR SOFTWARE PROVIDED BY TYLER TO CLIENT IN CONJUNCTION WITH ITS USE OF THE TYLER PRODUCT OR SERVICE;
 - B) FOR ANY CAUSES OF ACTION, LOSSES OR DAMAGES OF ANY KIND WHATSOEVER ARISING OUT OF (I) MISTAKES, OMISSIONS, INTERRUPTIONS, ERRORS, OR DEFECTS IN FURNISHING WIRELESS SERVICE, (II) FAILURES OR DEFECTS IN THE WIRELESS PROVIDER NETWORK OR SYSTEMS, (III) USE OF THE TYLER PRODUCT OR SERVICE OR TYLER'S EQUIPMENT, OR (IV) DISABLING OF EQUIPMENT.
 - C) FOR ANY INJURY TO PERSONS OR PROPERTY, LOSSES (INCLUDING ANY LOSS OF BUSINESS), DAMAGES, CLAIMS OR DEMANDS OF ANY KIND OR NATURE, INCLUDING, BUT NOT LIMITED TO, USE OR INABILITY TO USE THE WIRELESS SERVICE OR EQUIPMENT, RELIANCE BY CLIENT ON ANY DATA PROVIDED OR OBTAINED THROUGH USE OF THE WIRELESS SERVICE OR EQUIPMENT, ANY INTERRUPTION, DEFECT, ERROR, VIRUS, OR DELAY IN OPERATION OR TRANSMISSION, ANY FAILURE TO TRANSMIT OR ANY LOSS OF DATA ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL WIRELESS PROVIDER OR ITS VENDORS BE LIABLE FOR LOSSES, DAMAGES, CLAIMS OR EXPENSES OF ANY KIND ARISING OUT OF THE USE OR ATTEMPTED USE OF, OR THE INABILITY TO ACCESS, LIFE SUPPORT OR MONITORING SYSTEMS OR DEVICES, 911 OR E911, OR OTHER EMERGENCY NUMBERS OR SERVICES.
7. IN NO EVENT SHALL WIRELESS PROVIDER, ITS AFFILIATES AND CONTRACTORS BE LIABLE TO END USER, OR ANY OF ITS EMPLOYEES OR AGENTS, OR ANY THIRD PARTY, FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.
8. CLIENT EXPRESSLY UNDERSTANDS AND AGREES THAT IT HAS NO CONTRACTUAL RELATIONSHIP WHATSOEVER WITH THE UNDERLYING WIRELESS SERVICE PROVIDER OR ITS AFFILIATES OR CONTRACTORS AND THAT CLIENT IS NOT A THIRD PARTY BENEFICIARY OF ANY AGREEMENT BETWEEN CLIENT AND THE UNDERLYING CARRIER. IN ADDITION, CLIENT ACKNOWLEDGES AND AGREES THAT THE UNDERLYING CARRIER AND ITS AFFILIATES AND CONTRACTORS SHALL HAVE NO LEGAL, EQUITABLE, OR OTHER LIABILITY OF ANY KIND TO CLIENT AND CLIENT HEREBY WAIVES ANY AND ALL CLAIMS OR DEMANDS THEREFOR.
9. Wireless service uses radio technologies and is subject to transmission and service area limitations, interruptions and dropped calls caused by atmospheric, topographical or environmental conditions, cell site availability, equipment or its installation, governmental regulations, system limitations, maintenance or other conditions or activities affecting wireless service operation. Wireless service and/or features may not be available in all areas. Wireless service is only available within each applicable calling plan coverage area, within the operating range of the wireless systems, and with equipment that is authorized to operate on wireless provider's network.
10. Due to regulatory requirements regarding wireless provider's network licenses, Client shall obtain wireless provider's prior approval and written agreement before it may install, deploy or use any regeneration equipment or similar mechanism (for example, a repeater) to originate, amplify, enhance, retransmit or regenerate wireless service. Wireless provider may terminate lines and, upon legal notice, may terminate this Agreement and pursue any other available remedies if Client violates this section.
11. In order to protect the wireless provider's network, operations and other customers, wireless provider may suspend or terminate service to affected lines if Client uses the wireless service or equipment: (a) in an illegal or unauthorized manner (including "spamming" or other abusive messaging); (b) in a manner

prohibited by the applicable plan, option, feature or application; or (c) in a manner that has an adverse impact on wireless provider's network, operations or customers. If Client continues using the wireless service in such a manner, wireless provider may deny activation to new wireless service lines or, upon legal notice, may terminate this Agreement.



Exhibit F
Schedule 2
Professional Hardware Installation Terms

The Investment Summary contains hardware installation services for the quoted number of vehicles.

Additional costs may apply to include both tech-day (see below) rates and travel expenses for unscheduled, unanticipated after hours or weekend installations, or expedited installations requested by Client.

Additional labor and/or parts charges may be required for non-standard vehicles, or installations outside the approved scope of work.

Listed prices do not cover extenuating circumstances beyond the control of Tyler (or Tyler's 3rd Party installer) that lengthen or delay the installation time. If additional time is required due to, but not limited to, any of the following, additional charges may apply: Inadequate lighting; non-covered space in poor weather conditions; power outages; dangerous work environment, etc.

If multiple vehicles are located at one site for installation, the Client shall make enough vehicles available for a technician to fill up one day of work (this will vary based on auxiliary connections, etc.). If Client chooses to not make all vehicles available and the installer must make two or more trips when one trip would have been sufficient to complete installation on all vehicles, then additional tech-day rates (plus travel expenses) may apply for such subsequent trips.

We warrant that the hardware installation services shall be performed in a professional, competent, and workmanlike manner. In the event a breach of this warranty is detected within one (1) year of installation, we shall re-perform such services at no additional cost to you. This warranty shall be void in the event you alter or modify the hardware installation settings in any manner.

Tyler (or Tyler's 3rd Party installer) will identify additional costs required in advance, and such costs shall only be incurred if approved by Client. Client acknowledges that a delay in providing such approval may negatively impact the timeliness of the provision of services.

During installation, Client will have personnel available to move vehicles if necessary.



**Exhibit F
Schedule 3**

**Return Merchandise Authorization Process & Termination of GPS & Tyler Drive
Hardware Units**

1. **TERMINATED UNITS.** Client is responsible for reporting terminated units to end their maintenance agreement on said unit(s). Client will continue to be billed until Tyler is notified of such termination. To notify Tyler, the Client must submit a completed GPS termination form, as shown attached, including the exact serial number(s) of the unit(s) being terminated, to our accounting department so invoices can be adjusted to reflect the termination. The date used to calculate the termination and any associated credits will be the date that Tyler’s accounting department receives the completed notification.
2. **LIMITED WARRANTY ON PRO PLUS.** The “Warranty Period” means either: (a) the one (1) year period commencing on the activation date for the device; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other applicable rate plan as announced by us from time to time (“Limited Lifetime Warranty”)). Provided you properly complete and we receive from you, a justified written warranty claim and, if applicable, all affected devices (returned at your expense), prior to the expiration of the Warranty Period, we will either repair or replace such device. We reserve the right to replace any device and software with a more current version or model or refurbished device units in our sole discretion. We also reserve the right to charge you return shipping and a reasonable service fee if we determine that your warranty claim was not justified. Additionally, for claims under the Limited Lifetime Warranty we will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in your usage area (as determined by us in our sole discretion). To the maximum extent permitted by applicable law, the foregoing constitutes your sole and exclusive remedy and our sole and exclusive obligation for any breach of the foregoing warranty.
3. **CONDITIONS AND EXCLUSIONS.** Warranty claims must be submitted promptly after the date when you noticed the defect. In order to make a warranty claim, you may be required to prove that the installation did not cause the defect, unless the installation was performed by a Geotab-certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our units) are not covered by this process, and we are not responsible for malfunctions by, in, or caused by such products, services, or items.



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Tyler GPS Termination Form

Client Name:

Please list all serial numbers that you are requesting to have terminated, along with your reason for termination:

Serial Number	Reason for Termination

Note: All listed units will be terminated upon receipt of this signed document. Additional charges will apply for reactivation of a terminated unit. Hardware Maintenance for terminated units will be adjusted for the renewal following the request for termination. Partial credit/refund of annual fees paid is not available.

Signature:

Printed Name and Title:

Date:





Empowering people who serve the public®

AFFIDAVIT - Please sign and return to cancel products

In regards to the following listed product(s):

Support for GPS and related products

Customer acknowledges that it no longer will receive software updates, “bug fixes”, services or telephone support for the listed products.

Customer acknowledges that, if it decides to later utilize the listed products, it must either pay for the products at then-current pricing or remit payment for support fees that would have been due if the products had remained in continual use.

Note: I understand that I am terminating the selected device(s) whereby they will no longer function in any capacity. I also understand that, for purchased devices, if I wish to reuse these terminated device in the future, I will have to return the device(s) to Geotab for reactivation, from which additional charges may incur.

Authorized Representative

Printed Name and Title

Date

Please return this form via email to: AR@tylertech.com or by Fax: 806-797-4849





Exhibit F
Schedule 4
HERE End User Terms

Your receipt and use of the HERE data, if required, is subject to the following terms and conditions:

Use of Data. Your use of the HERE data is restricted to your own use for use with the Tyler Software. You are prohibited from using the HERE data with geographic data from competitors of HERE.

Reverse Engineering and Archiving. You are prohibited from reverse engineering or Archiving the HERE data.

Export. You are prohibited from exporting the HERE data (or derivative thereof) except in compliance with applicable export laws, rules and regulations.

Cessation of Use. You will be required to cease using the HERE data if you fail to comply with the terms and conditions herein.

Regulatory and Third-Party Supplier Restrictions and Obligations. The applicable regulatory and third-party supplier restrictions and obligations (including copyright notices) are available for review at <https://legal.here.com/en-gb/terms/general-content-supplier-terms-and-notice>.

Commercial Item. The HERE data is a “commercial item”, as that term is defined at 48 C.F.R. ("FAR") 2.101, and is licensed in accordance with the terms and conditions herein.

Disclaimer of Warranties. Any warranties, express or implied of quality, performance, merchantability, fitness for a particular purpose and non-infringement are hereby disclaimed. Tyler does not make or imply any warranties on behalf of HERE or its data suppliers.

Disclaimer of Liability. Liability is hereby disclaimed for any claim, demand or action, irrespective of the nature of the cause of the claim, demand or action arising out of the use or possession of the HERE data; or for any loss of profit, revenue, contracts or savings, or any other direct, indirect, incidental, special or consequential damages arising out of the use of, or inability to use the HERE data, any defect or inaccuracy in the HERE data, or the breach of these terms or conditions, whether in an action in contract or tort or based on a warranty, even if Tyler, HERE or their suppliers have been advised of the possibility of such damages. Tyler does not provide any right of liability or indemnity against HERE or its data suppliers.

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Exhibit F
Schedule 5
Geotab Equipment Warranty

GEOTAB warrants that during the Warranty Period each Product (including beta products obtained through the GEOTAB beta program, but excluding other test or demonstration products or product versions) will perform in accordance with the written specifications that GEOTAB issues with respect to such Product, subject to the limitations and conditions set forth in GEOTAB's specifications and this Agreement, when used in accordance with GEOTAB's documentation and specifications. "Warranty Period" means either: (a) the one-year period commencing on the activation date; or (b) the lifetime of the device, provided that the device is activated on certain rate plans (currently the ProPlus rate plan and any other rate plan as announced by GEOTAB from time to time ("Limited Lifetime Warranty")). Provided Client properly completes and GEOTAB receives from Client, directly or through an authorized reseller, a justified written warranty claim and, if applicable, all affected devices (returned at Client's expense to the reseller from whom Client purchased the devices or as otherwise specified by GEOTAB), prior to the expiration of the Warranty Period, GEOTAB will either repair or replace such device or use commercially reasonable efforts to correct any material defects in software and services. GEOTAB reserves the right to replace any device and software with a more current version or model or refurbished device units in GEOTAB's sole discretion. GEOTAB also reserves the right to charge Client return shipping and a reasonable service fee if GEOTAB determines that Client's warranty claim was not justified. The remaining Warranty Period for any purchased Products GEOTAB repairs or replaces under warranty is deemed to be the greater of: (aa) the actual remaining Warranty Period for the replaced or repaired Product; and (bb) 90 days following the completion of such repair or replacement. Additionally, under the Limited Lifetime Warranty GEOTAB will replace the device in accordance with the process specified above if the network on which the device operates no longer provides adequate coverage in Client's usage area (as determined by GEOTAB in GEOTAB's discretion). To the maximum extent permitted by applicable law, the foregoing constitutes Client's sole and exclusive remedy and GEOTAB's sole and exclusive obligation for any breach of the foregoing warranty.

Warranty claims must be submitted promptly after the date when Client noticed the defect. In order to make a warranty claim, Client may be required to prove that the installation did not cause the defects or failures of the Product, unless the installation was performed by a GEOTAB -certified installer. Any products, services or items made or supplied by third parties (including vehicles tracked with our Products) are not covered by our limited warranty and GEOTAB is not responsible for malfunctions by or in such products, services or items. Client may need to purchase, license or procure products, software, data or services from third parties to enable the full use or functionality of GEOTAB's Products. Client is responsible for ensuring that all such third party products, software, data or services meet GEOTAB's minimum requirements, including without limitation, processing speed, memory, client software, internet access, internet or other communication channel bandwidth.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GEOTAB DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS,

EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY TERMS, REPRESENTATIONS, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, TITLE, QUIET ENJOYMENT OR QUIET POSSESSION AND THOSE ARISING BY STATUTE OR IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GEOTAB CANNOT AND DOES NOT REPRESENT, WARRANT OR COVENANT THAT: (A) ANY OF THE PRODUCTS WILL MEET CLIENT'S BUSINESS OR OTHER REQUIREMENTS; (B) THE PRODUCTS WILL OPERATE OR BE PROVIDED WITHOUT INTERRUPTION; (C) THE PRODUCTS WILL BE ERROR-FREE, VIRUS-FREE OR THAT THE RESULTS OBTAINED FROM THEIR USE WILL BE ACCURATE, RELIABLE OR CURRENT (D) ANY ERRORS IN THE PRODUCTS CAN BE CORRECTED OR FOUND IN ORDER TO BE CORRECTED. MOREOVER, GEOTAB DOES NOT ENDORSE, AND MAKES NO REPRESENTATION, OR WARRANTY WITH RESPECT TO, AND ASSUMES NO RESPONSIBILITY, OBLIGATION OR LIABILITY FOR, ANY NON-GEOTAB PRODUCTS, SOFTWARE, DATA OR SERVICES INCLUDING BUT NOT LIMITED TO WIRELESS SERVICES, MAPPING SERVICES, POSTED ROAD SPEED SERVICES, INTERNET BANDWIDTH AND CLOUD STORAGE.

NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF REVENUE OR PROFITS, LOSS OF DATA, BUSINESS INFORMATION OR LOSS OF USE THEREOF, FAILURE TO REALIZE EXPECTED PROFITS OR SAVINGS, COST OF CAPITAL, LOSS OF BUSINESS OPPORTUNITIES, LOSS OF GOODWILL OR ANY OTHER NON-DIRECT, PECUNIARY, COMMERCIAL OR ECONOMIC LOSS OR DAMAGE OF ANY KIND WHETHER FORESEEN OR UNFORESEEN ARISING FROM OR INCIDENTAL TO THIS AGREEMENT. FOR GREATER CERTAINTY, THE FOREGOING LIMITATIONS AND EXCLUSIONS OF LIABILITY SHALL NOT APPLY TO (A) EITHER PARTY'S INDEMNIFICATION OBLIGATIONS HEREUNDER; OR (B) INFRINGEMENT OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS.

GEOTAB makes no representation nor provides any warranty with respect to third party software. Third party software not manufactured by GEOTAB is limited, in warranty and guarantee, to the warranty and/or guarantee of the supplier and expires upon the expiration of such warranty. GEOTAB will not be responsible for updating or fixing any errors or inconsistencies in the third party software.

It is understood that GEOTAB has no special knowledge of Client's operation or requirements and Client confirms and agrees that the GEOTAB Equipment are purchased because of the independent determination by Client of its suitability for intended use.

In the event Client discontinues support services on Client's GPS devices and subsequently desires to reinstate such services, Client will be required to repurchase the GPS devices at the then-current rate.



San Elizario ISD
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MEMORANDUM

To: Members of the Board of Trustees
From: Ms. Blanca I. Cruz, Human Resources Director
Subject: Miscellaneous Pay Rate Addition – Speech Pathology Extra Duty Pay (District Employees)
Date: December 8, 2021

HISTORY: In order to remain in compliance with special education services for students, Ms. Amanda Sanchez, Special Education Director is recommending a new extra duty pay rate be added to the Miscellaneous Pay Rate Chart to compensate the district’s Speech Language Pathologist for the significant amount of work required to properly serve special education students at this time.

RATIONALE:

The initial request from Ms. Sanchez, Special Education Director, was to seek contracted services from a Speech Language Pathologist to assist the department. The district did hire a *contracted* individual to provide such services. However, the contracted individual is not able to provide services at this time due to a personal matter. Therefore, Ms. Sanchez’s recommendation is to compensate the district-employed speech pathologists for the amount of additional working time needed to address the current workload until the contracted Speech Pathologist is able to resume her work activities.

Due to the unexpected temporary leave of the *contracted* speech pathologist, district speech pathologists worked supplemental hours during the month of November and December 2021.

BUDGET:

The total yearly cost depends on the number of hours worked compensated at \$55 p/hour (same as rate for contracted speech pathology services).

ADMINISTRATIVE RECOMMENDATION:

The administrative recommendation is to approve the addition of the pay rate for speech language pathologists as presented and retroactively compensate Speech Language Pathologist for any additional hours worked as it relates to these services for the month of November and December 2021.

Please check one: For approval Report / Information only Recognition only

San Elizario ISD’s mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa Renegar; Planning & Instruction Administrator
Subject: Revisions to GPM 3.1 and 3.2
Date: December 8, 2021

HISTORY:

The Board routinely conducts progress monitoring on Student Outcome Goal 3, which states:

- Students graduating college, career, and military ready will increase from 65% in June 2018 to 81% by June 2024.

In order to measure Goal 3, there are two Goal Progress Measures in place, GPM 3.1 and 3.2. These currently read as listed below.

Goal Progress Measure (GPM) 3.1 (current)

The percentage of 8th grade students who meet the college-ready criteria on the Texas Success Initiative Assessment (TSIA) in one or more subjects will increase from 34% in June 2018 to 50% by June 2024.

Current GPM 3.1 Annual Targets

2021-2022—45%
2022-2023—47%
2023-2024—50%

Goal Progress Measure (GPM) 3.2 (current)

The percentage of 12th grade students who meet the college-ready criteria on the Texas Success Initiative Assessment (TSIA) in ELA/reading or math will increase from 22% in June 2018 to 50% by June 2024.

Current GPM 3.2 Annual Targets

2021-2022: 32%
2022-2023: 40%
2023-2024: 50%

RATIONALE:

In examining the progress of GPM 3.1 and 3.2, it is necessary to revise both GPM's. For GPM 3.1, our 8th grade students only test in RLA (reading + writing) and do not test in mathematics, so the reference to "one or more subjects" is outdated. Additionally, since 8th grade is the first experience our students have with the TSIA 2.0 assessment, achieving the college-readiness

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criteria at 8th grade is difficult. Our focus beginning in 2021-2022 is to first ensure that all of our 8th grade students take the TSIA 2.0 test, which has previously been sporadic due to the pandemic and remote learning. Once we have acclimated to testing all 8th graders, our focus can shift to test preparation and performance.

The proposed revision to GPM 3.1 is below. Our goal is to have almost all 8th graders comply with the testing requirement by 2024.

GPM 3.1 (Revised)

- The percentage of 8th grade students who take the TSIA 2.0 in RLA (ELAR College and Career Readiness + ELAR Diagnostic) will increase from 39% in June 2021 to 98% by June 2024.

Revised GPM 3.1 Annual Targets

2021-2022: 65%
2022-2023: 85%
2023-2024: 98%

The second GPM we are revising is 3.2. This one has focused on TSIA performance for only 12th graders. We have found that revision is necessary, because students at SEHS often take the TSIA test at grades prior to 12th grade. Due to the wording of the GPM, we cannot count results unless the tester is in 12th grade. Additionally, we have struggled with getting all 12th graders to test. Due to remote learning, they had to come to campus to test as the TSIA could not be taken remotely. We believe that expanding the GPM to include results from grades 9-12, and focusing on the total numbers who take the test as opposed to reaching a certain performance level, will help us in the long run to improve our high school TSIA results. Below is the proposed rewording for GPM 3.2.

GPM 3.2 (Revised)

- The percentage of high school students who take the TSIA 2.0 in both RLA (College and Career Readiness and Diagnostic sections) and Mathematics will increase from 20% in June 2021 to 98% by June 2024.

Revised GPM 3.2 Annual Targets

2021-2022: 50%
2022-2023: 75%
2023-2024: 98%

San Elizario ISD's mission is to graduate students with skills to meet the demands of a changing world by promoting student success as non-negotiable, channeling resources to match learning needs of students, employ and retain a quality staff so that San Elizario is a proud, innovative and academically superior district



San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

BUDGET:

This revision will not have a budgetary impact.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board approve the revisions to GPM's 3.1 and 3.2 as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction Administrator
Subject: Approval of SEISD District Calendar for 2022-2023
Date: December 8, 2021

HISTORY:

Each year, the Board of Trustees reviews and considers approval of the district instructional calendar for the following school year. The calendar presented here is for the 2022-2023 school year. It follows the year-round format that SEISD has followed since 2020-2021.

This is the timeline of development for the 2022-2023 calendar being considered:

- Two first drafts of the calendar were developed in July-August of 2021.
- The District Advisory Team examined the two first drafts on August 20, 2021 and provided feedback. Changes were made based on this feedback.
- The Superintendent's Cabinet examined the 2 second drafts the week of August 30, 2021. Changes were made based on their feedback.
- Dr. Segovia and Ms. Frescas examined the 2 third drafts beginning September 7, 2021. Corrections and suggestions were implemented based on several rounds of feedback.
- Dr. Segovia approved Draft A and Draft B on 10/25/2021.
- Dr. Meza-Chavez examined the 2 third drafts and returned them for revisions. Revisions were made based on feedback received.
- Dr. Meza-Chavez approved the final drafts of calendars A and B on November 8, 2021.
- Draft A and Draft B were presented to all SEISD employees for voting in an email dated November 8, 2021. They were asked to vote for which calendar Draft (A or B) they preferred, along with an explanation of the minor differences. The voting deadline was November 19, 2021.
- The votes were tabulated on November 19, 2021 at the end of the work day and results finalized.

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RATIONALE:

The results of the voting show that Draft A is the preferred 2022-2023 calendar, with 272 votes (89.77%). Draft B earned 31 votes (10.23%).

Which Draft of the 2022-2023 SEISD District Calendar is your Favorite?



	Count	Percentage
Draft A	272	89.77%
Draft B	31	10.23%
Total	303	100%

Based on this, Draft A of the 2022-2023 SEISD District Calendar is presented to the BOT for approval.

BUDGET:

There is no identified budgetary impact for this item.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board approve the 2022-2023 SEISD District Calendar as presented.

Please check one: For approval Report / Information only Recognition only

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July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October 2022						
S	M	T	W	T	F	S
2	3	4	5	6	7	1/8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31



2022-2023 District Calendar San Elizario ISD

DRAFT A

Holidays / District Closure

- | | |
|---------------------|-----------------------------|
| July 4-8 | District Closure |
| September 5 | Labor Day |
| September 26-Oct. 7 | Fall Intercession |
| November 11 | Veteran's Day |
| November 21-25 | Thanksgiving Break |
| December 19-Jan. 2 | Winter Holidays |
| January 16 | Marlin Luther King, Jr. Day |
| March 6-17 | Spring Intercession |
| April 7 | Good Friday |
| April 10 | Easter Monday |
| May 29 | Memorial Day |

Grading Periods

- | | |
|-------------|-------------------------|
| 1st 9-Weeks | July 26--September 23 |
| 2nd 9-Weeks | October 10--December 16 |
| 3rd 9-Weeks | January 5--March 3 |
| 4th 9-Weeks | March 20--June 2 |

Parent/Teacher Conferences--Fall Semester

- | | |
|-----------------|--------------|
| GEMS | September 13 |
| SEHS | September 15 |
| Alarcon/Borrego | October 25 |
| Loya/Sambrano | October 27 |

Parent/Teacher Conferences--Spring Semester

- | | |
|-----------------|-------------|
| GEMS | February 21 |
| SEHS | February 23 |
| Alarcon/Borrego | March 23 |
| Loya/Sambrano | March 28 |

Smart Snack Exemption Days

Oct. 31, Dec. 16, Feb. 14, April 6, June 2

New Teacher Orientation Training

July 18-19

Early Release for Students and Staff

December 16, April 6

Graduation Day

June 2

Teacher Inservice (5.5 Days)

Full Days: July 20-21, January 3
1/2 Days: Aug. 26, Sept. 23, Oct. 31, Feb. 14, Mar. 31

Teacher Preparation (4 Days)

July 22, July 25, January 4, June 5

Teacher Contract Days (187 Days)

Fall Semester: 91 Spring Semester: 96

Student Learning Days (180 Days)

Fall Semester: 87 Spring Semester: 93

Instructional Minutes

- State-Required Annual Instructional Minutes:
- Grades PK-12: 75,600
 - Half-day Pre-K: 32,400
- SEISD Annual Instructional Minutes:
- Grades PK-12: 77,800
 - Half-day Pre-K: 38,035

LEGEND

- | | | | |
|--|--------------------------------------|-----------------------|-----------------------------|
| ~ | Graduation Day | Light Blue | Holiday / District Closure |
| Yellow | First or Last day of 9-Weeks | Light Green | Intercession |
| > | Early Release for Students and Staff | Red | New Teacher Orientation |
| 235-day Employee Workday | | Blue | Teacher Preparation Day |
| Teacher Inservice Full Day | | White with circle | Smart Snack Exemption Day |
| Early Release for Students w/Teacher Inservice | | White with red border | *STAAR State Testing Window |
| *TLPAS State Testing Window | | Purple | Parent/Teacher Conferences |

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	*20	*21	*22	*23	*24	25
26	*27	*28				

March 2023						
S	M	T	W	T	F	S
			*1	*2	*3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	*20	*21	*22	*23	*24	25
26	*27	*28	*29	*30	*31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	>6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Approval Date: ____/____/____

*Note: State Testing Windows are subject to change as per TEA.

Revised November 2021



San Elizario ISD
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Phone 915.872.3900
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MEMORANDUM

To: Members of the Board of Trustees
From: Messina Holguin, Lead District Nurse
Subject: COVID 19 PCR Testing Agreement
Date: December 8, 2021

HISTORY: Previously, the Texas Department of Emergency Management (TDEM) supplied school districts with rapid testing in effort to mitigate the spread of COVID 19. This required district staff to provide rapid testing to students and employees. The LEA is no longer receiving rapid testing kits from TDEM, so we must look for other options to provide testing.

RATIONALE: In order to mitigate the spread of COVID-19, this agreement will allow Test Today USA to provide non-invasive PCR saliva testing to students with a signed consent, employees, and community members. The agency will provide the testing materials and manpower to conduct weekly testing at each campus as well as support services for community access.

BUDGET: There is no expense to the district. The district needs to provide only an area for the testing to be conducted for students and community.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees approve the agreement as presented.

Please check one: For approval Report / Information only Recognition only

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LICENSE AGREEMENT

THIS LICENSE AGREEMENT (this "**Agreement**") is made effective as of the _____ (the "**Effective Date**"), by and between San Elizario ISD, a ("**Licensor**"), and, **Trinity Grand Marketing, LLC, DBA: Test Today USA, LLC** a Texas limited liability corporation ("**Licensee**").

RECITALS:

WHEREAS, Licensee is conducting a COVID-19 testing program and desires to have the right to operate such program on a portion the Licensor Property subject to the terms and conditions set forth herein;

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

AGREEMENTS:

1. Grant of License.

Testing. Commencing on the Effective Date, Licensor hereby grants to Licensee a non-exclusive license to access and use that portion of the Licensor Property for the testing of individuals for the COVID-19 virus, Monday-Sunday (days) 8AM-6PM (hours) and at other hours and days as may be permitted by the Licensor, or

appointed manager, in his/her sole and absolute discretion. The use of such Testing Area shall be _____ for the non-exclusive use of Licensee and Licensee's employees and invitees.

2. **Term.** The term of this Agreement shall be month-to-month and commence on the Effective Date.
3. **Use of Testing Area.** Licensor shall keep the Testing Area free and unobstructed for the use of all persons and parties entitled to the use thereof and shall not (except for ice and snow) allow any obstructions to accumulate thereon. Licensee shall conduct operations on and with respect to the Testing Area so as not to create a nuisance or cause detrimental effects (excepting normal wear and tear) to the improvements located thereon.
4. **Public Dedication.** Nothing contained in this Agreement shall be deemed a gift or dedication of any portion of the Licensor Property to the public or for any public purpose whatsoever.
5. **Insurance/Indemnification.** Licensee hereby indemnifies, defends and agrees to hold harmless Licensor, and Licensor's agents, employees, and invitees with respect to all liabilities, costs, causes of action and claims relating to Licensee and/or Licensee employees, and/or invitees use of the Testing Area including damage which may occur to any of Licensor's agents and/or invitees vehicles while within the Testing Area. In addition, Licensee shall maintain policies of public liability insurance coverage insuring against the risk of bodily injury, property damage and personal injury liability with respect to the use of the Testing Area, with a limit of not less than Three Million and No/100 Dollars (\$3,000,000) per occurrence; provided, however, that (i) at least \$1,000,000.00 of such general liability insurance shall be primary coverage, and (ii) the remaining \$2,000,000.00 of such coverage may be pursuant to an umbrella excess liability policy, issued by a reputable insurance company reasonably acceptable to Licensor which company is licensed to do business in the State of Texas, and having a Best's A-, VII or better rating. Licensor or its successors and/or assigns shall be named as additional insured in such policy and Licensee and/or its assigns, shall provide Licensor with a Certificate of Insurance naming Licensor or its successor and/or assigns as an additional insured. Notwithstanding anything in this Agreement to the contrary, Licensor has no obligation to provide any security for the Testing Area and Licensee hereby waives any and all claims and/or rights against Licensor due to any failure to provide any and/or adequate security.
6. **Notices.** Any and all notices, demands or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if served either personally or via Federal Express or other nationally recognized courier delivery service or via the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice, demand, or other communication be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice, demand, or other communication be given by mail, or by courier service, such shall be conclusively deemed given upon receipt or first refusal of receipt when addressed to the party to whom such notice, demand, or other communication is to be given as hereinafter set forth:

To Licensor:

Attn:

To Licensee: Trinity Grand Marketing, LLC
11806 Vista Del Sol

Suite: 108 El Paso, TX.

79936

fcosta@testtodayusa.com

Attn: Frederick Costa III, C.E.O.

8. **Governmental Approvals**. If required, Licensee, at Licensee's sole cost and expense, shall be responsible for and shall obtain any and all licenses, permits or other approvals from any and all governmental agencies, federal, state or local, required to carry on any activity permitted herein applicable specifically to Licensee's and others use thereof.
9. **Applicable Law**. This Agreement shall be governed by and interpreted under the laws of the State of Texas. Any litigation arising hereunder shall take place in El Paso County, Texas.
10. **Conformity with all Applicable Laws**. Nothing in this Agreement shall be construed as requiring or permitting any person or entity to perform any act or omission in violation of any local, state or federal law, regulation or requirement in effect at the time the act or omission would occur. Provisions in this Agreement which may require or permit such a violation shall yield to the law, regulations, or requirement.
11. **Counterparts**. This Agreement may be executed in one or more counterparts, each of which in the aggregate shall constitute one and the same instrument.
12. **Amendments and Termination**. This Agreement embodies the entire agreement between the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, if any, relating to the matters addressed herein and may be amended or supplemented only by a written instrument executed by the party against whom enforcement is sought. Notwithstanding anything in this Agreement to the contrary, either party may upon thirty (30) days prior written notice to the other party, terminate this Agreement. Default on the part of Licensee in keeping or performing any other term or condition of this Agreement, shall authorize Licensor after written notice of such default to Licensee, and upon the Licensee's failure to cure the default within three (3) days of delivery of such notice to declare the Agreement terminated without further notice.
13. **Sovereign Immunity**. The parties stipulate and agree that no provision of, or any part of this Agreement or any subsequent amendment shall be construed: (1) as a waiver of the doctrine of sovereign immunity or immunity from suit as provided for in the Texas Constitution and the Laws of the State of Texas; (2) to extend liability beyond such liability provided for in the Texas Constitution and the Laws of the State of Texas; or (3) as a waiver of any immunity provided by the 11th Amendment or any other provision of the United States Constitution or any immunity recognized by the courts and the laws of the United States.
14. **No Third-Party Beneficiaries**. Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.
15. **Relationship of Parties**. The relationship between the parties to this Agreement to each other is that of independent contractors, and shall not be construed to constitute a partnership, joint venture or any other relationship, other than that of independent contractors.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date.

Agree & Sign

I agree that I have read and understand, the entirety of this document and accept its terms and conditions. I Agree

Licensor

Name: _____

Signature: _____

Date: _____

Licensee

Name: _____

Signature: _____

Date: _____

PCR (SALIVA TEST)

Free Covid- 19

Testing

Results in 24 to 48 hours via text message

Takes 8 to 10 minutes

4yr old and up can be tested

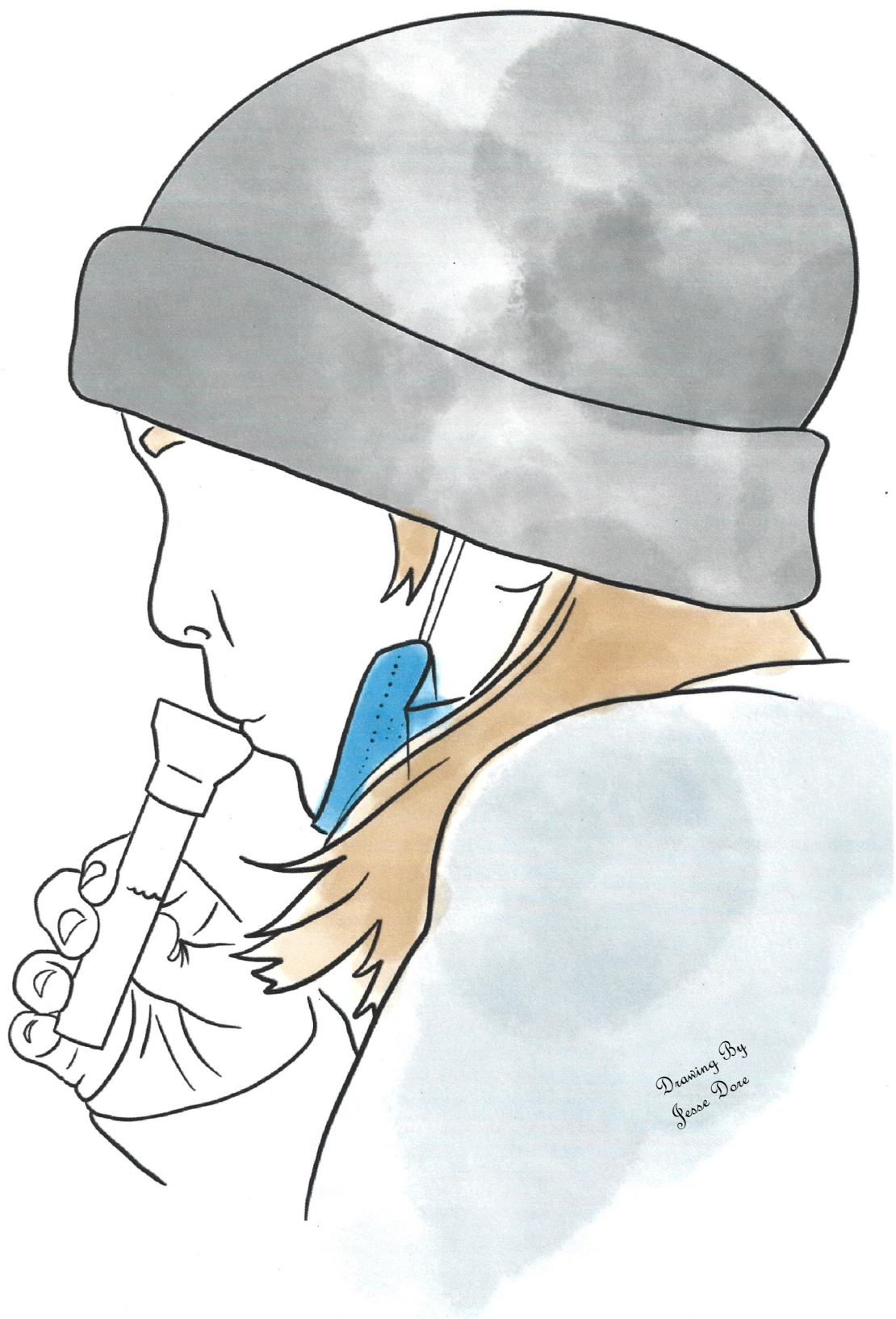
Drink plenty of water

Only 5ML of Saliva Sample Needed



*Drawing by
Jesse Dore*

Non-Invasive Saliva Sample Only





San Elizario ISD
P.O. Box 920
San Elizario, TX 79849
Phone 915.872.3900
Fax 915.872.3903

MEMORANDUM

To: Members of the Board of Trustees
From: Amanda Sanchez, Director of Special Education
Subject: UTEP Affiliation—College of Health Sciences
Date: December 8, 2021

HISTORY: This affiliation will allow San Elizario ISD to serve as a practicum site that allows students in the Speech Language Pathology (SLP) Graduate Program to complete their required clinical hours in the school-based setting.

RATIONALE: This benefits SEISD because by supporting graduate students, we are promoting our district, which helps with recruitment of future SLP's.

BUDGET: There is no expense to the district. The district must provide a supervising SLP, who can guide and support the graduate student during their program.

ADMINISTRATIVE RECOMMENDATION: Administration recommends that the Board of Trustees approve the affiliation as presented.

Please check one: For approval Report / Information only Recognition only

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EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT

1363190-2

THIS EDUCATIONAL EXPERIENCE AFFILIATION AGREEMENT (“Agreement”), effective as of August 1st, 2021 is between The University of Texas at El Paso, (“University”), a component institution of The University of Texas System, (“System”), and San Elizario Independent School District (“Facility” or “SEISD” indistinctly), an organization having its principal office at 200 Herring Rd. San Elizario, Texas 79849.

WHEREAS, Facility operates facilities located in the City of San Elizario, Texas and therein provides academic program services;

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

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

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

- 1. Program Agreement:** To become effective, all agreements with respect to a Program (“Program Agreement”) shall be reduced to writing, executed by authorized representatives of Facility and University.
- 2. Conflict:** In the event of conflict between the text of Program Agreement and the text of this Agreement, this Agreement shall govern.
- 3. Amendment of Program Agreement:** No amendment to a Program Agreement shall be effective unless reduced to writing, executed by the authorized representatives of Facility and University.
- 4. Responsibility of Facility:** Except for acts to be performed by University pursuant to the provisions of this Agreement, Facility will furnish the premises, personnel, services, and all other items necessary for the educational experience specified in the Program Agreement. In connection with such Program, Facility will:

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

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

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

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

5. Responsibilities of University: University will:

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

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

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

(d) conduct background verifications. University shall attest to Facility that University has completed a background check for each student or employee who is assigned under this program and who has contact with SEISD students. A background check will be considered completed if it includes, at a minimum, all of the following elements: (1) criminal background check in current and previous counties of residence and employment, (2) confirmation that the program participant is not listed as a sexual offender and, if requested by SEISD, in any child abuse registry. SEISD shall have the right to require withdrawal of any assigned University student or employee in the event that individual fails to meet the standards established by SEISD for acceptable background. University will also provide to SEISD verification that any University

student, or employee assigned by University and having direct contact with SEISD students will submit to a criminal background check as required by Texas law.

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

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

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

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

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

11. Term and Effective Date: This Agreement shall continue in effect for an initial period ending one (1) year ("Term") as of the effective date of August 1, 2021. After such initial Term, this Agreement shall continue from year to year unless one party shall give the other thirty (30) calendar days prior written notice of intention to terminate. If such notice is given, this Agreement shall terminate: (a) at the end of such thirty (30) calendar days; or (b) when all students enrolled in the Program at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above, this Agreement shall terminate on July 31, 2026.

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

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

14. HIPAA. The parties agree that:

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

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

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

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

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

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

16. Third-Party Beneficiary: Nothing in this Agreement is intended to or does operate to create any third-party beneficiary rights.

17. Joint Partnership/Obligation: Nothing contained in this Agreement shall be construed as establishing a legal partnership or joint obligation among the parties hereto.

IN WITNESS HEREOF, the parties hereto executed this Agreement in duplicate copies, each of which shall be deemed as original on the dates established below.

SAN ELIZARIO INDEPENDENT
SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT
EL PASO

By _____

By _____

Print Name

Roberto Osegueda, Ph.D.

Print Title

Vice President for Research

Date

Date

UNDERGRADUATE NURSING
PROGRAM AGREEMENT
(Education Experience)
1763145-1

WHEREAS, The University of Texas at El Paso ("University") and San Elizario Independent School District ("Facility") have previously executed an Educational Experience Affiliation Agreement ("Affiliation Agreement") effective August 1st, 2021; and

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

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

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

2. UNIVERSITY OBLIGATIONS.
 - a. Assure that all students selected for participation in the Program have successfully cleared a criminal background check pursuant to the Affiliation Agreement, and satisfactorily completed all portions of the University curriculum that are a prerequisite for participation in the Program.
 - b. Develop criteria for the evaluation of the performance of University students participating in the Program and provide those criteria, with appropriate reporting forms, to the Facility personnel and University personnel who are responsible for supervising those students.

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

3. FACILITY OBLIGATIONS.

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

4. GENERAL PROVISIONS.

- a. University students and personnel will be responsible for their own transportation, meals, and health care while participating in the Program.
- b. This Program Agreement and the Affiliation Agreement constitute the entire agreements between the parties with respect to the subject matter and no prior or

contemporaneous agreement, written or oral, will be effective to vary the terms of those agreements. No amendment to this Program Agreement shall be effective unless reduced to writing and signed by an authorized representative of each party.

- c. University and Facility will comply with all applicable federal, state, and local laws, ordinances, and regulations in the performance of this Program Agreement.
- d. The Program and all related activities shall be conducted in a manner that does not discriminate against any person on a basis prohibited by applicable law, including but not limited to: race, color, national origin, religion, sex, age, veteran status, or disability.
- e. The initial Program student assignment to Facility shall begin on August 1, 2021, and end on July 31, 2026. Subsequent student assignment to the Programs shall begin and end on dates determined by written agreement of Facility Liaison and University Representative. Either party may terminate this Program Agreement by giving thirty (30) days, or when all students participating in the Program at the Facility at the time such notice is given have completed their respective courses of study under the Program, whichever event occurs last. Notwithstanding the above, this Program Agreement between the parties will terminate upon the termination of the Affiliation Agreement between the parties.

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

SAN ELIZARIO INDEPENDENT
SCHOOL DISTRICT

THE UNIVERSITY OF TEXAS AT EL
PASO

By _____

By _____

Print Name

Roberto Osegueda, Ph.D.

Title

Vice President for Research

Date

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ATTN(NOTE) GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

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

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

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

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

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

A(LEGAL) BASIC DISTRICT FOUNDATIONS

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

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

AE(LEGAL) EDUCATIONAL PHILOSOPHY

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

AG(LEGAL) HOME-RULE DISTRICTS

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

AIA(LEGAL) ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIB(LEGAL) ACCOUNTABILITY: PERFORMANCE REPORTING

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

AIC(LEGAL) ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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

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

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

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

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

AIE(LLEGAL) ACCOUNTABILITY: INVESTIGATIONS

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

BA(LLEGAL) BOARD LEGAL STATUS

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

BAA(LLEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

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

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

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

BBA(LLEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

Changes to this legally referenced policy include:

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

BBBA(LLEGAL) ELECTIONS: CONDUCTING ELECTIONS

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

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

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

BBBB(LLEGAL) ELECTIONS: POST-ELECTION PROCEDURES

HB 3107 clarifies processes for tied votes and runoff elections.

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

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BBBD(LLEGAL) ELECTIONS: CAMPAIGN ETHICS

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

BBD(LLEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

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

BBFA(LLEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES

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

BDF(LLEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

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

CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

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

CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

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

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

Provisions on ad valorem taxes were affected by several bills.

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

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

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Legislation affected several provisions on tax exemptions and payments:

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

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CCH(LEGAL) LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

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

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

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

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

CDC(LEGAL) OTHER REVENUES: GIFTS AND SOLICITATIONS

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

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

CE(LEGAL) ANNUAL OPERATING BUDGET

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

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

CFA(LEGAL) ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

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

CFC(LEGAL) ACCOUNTING: AUDITS

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

CFD(LOCAL) ACCOUNTING: ACTIVITY FUNDS MANAGEMENT

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

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

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

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CH(LLEGAL) PURCHASING AND ACQUISITION

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

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

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

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

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

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

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

CHF(LLEGAL) PURCHASING AND ACQUISITION: PAYMENT PROCEDURES

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

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

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

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

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

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

CK(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT

Changes from HB 3597 include the following:

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

CKA(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

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

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CKB(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: ACCIDENT PREVENTION AND REPORTS

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

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

CKC(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY PLANS

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

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

CKD(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: EMERGENCY MEDICAL EQUIPMENT AND PROCEDURES

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

CKE(LLEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SECURITY PERSONNEL

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

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

CKEA(LLEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

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

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

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

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

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CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

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

CKEC(LEGAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

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

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

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

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

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

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

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

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

CNA(LEGAL) TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION

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

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

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

Other revisions are to better match legal sources.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

SB 1267 repeals provisions on school bus emergency evacuation training.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

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

CQ(LEGAL) TECHNOLOGY RESOURCES

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

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

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

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

DFE(B)(LEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

DFE(C)(LOCAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

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

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

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

DG(B)(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

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

DGC(B)(LEGAL) EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY

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

DH(B)(LEGAL) EMPLOYEE STANDARDS OF CONDUCT

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

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

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

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

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

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

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

Other legislation affecting this policy includes:

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

DP(LLEGAL) PERSONNEL POSITIONS

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

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

DP(LOCAL) PERSONNEL POSITIONS

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

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

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

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

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E(LEGAL) INSTRUCTION

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

EB(LEGAL) SCHOOL YEAR

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

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

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

EEL(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

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

EF(LEGAL) INSTRUCTIONAL RESOURCES

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

EHA(LEGAL) CURRICULUM DESIGN: BASIC INSTRUCTIONAL PROGRAM

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

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

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

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

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

The *Regulations Resource Manual* includes a sample board resolution for convening the SHAC and a sample parental consent form.

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

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

New provisions are recommended based on HB 1525, which imposes several requirements regarding human sexuality curriculum materials, including a board policy on adopting curriculum materials. The policy follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board confirmation that the recommendations meet the requirements in law before taking action by a record vote.

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The *Regulations Resource Manual* includes a sample board resolution for convening the SHAC and a sample parental consent form.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

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

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

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

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

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

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

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

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

EHBC(LOCAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

Recommended revisions to this local policy include references to accelerated instruction and accelerated learning committees as revised by HB 4545 and direct parents to FNG, the district's existing grievance policy, for complaints about educational plans.

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

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

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EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

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

EHBF(LLEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION

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

EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

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

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

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

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

EHBK(LLEGAL) SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES

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

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

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

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

EI(LLEGAL) ACADEMIC ACHIEVEMENT

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

SB 1888 eliminates the Early High School Graduation Scholarship Program.

EIE(LLEGAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

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

SB 1697 creates parental options to retain students in prekindergarten through grade 8 or retake a high school credit course, even if the student has met the promotion standards or passed the course. In addi-

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tion, a parent may enroll a student in prekindergarten or kindergarten as specified if the student was eligible the previous year. The bill includes a process to be followed if the district disagrees with the request. However, if the parent participates in that process, the parent may make the final decision whether the student will be retained. The retention provisions for grades 4–8 and for high school courses expire September 1, 2022.

EIE(LOCAL)

ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

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

Accelerated instruction is now addressed at EHBC.

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

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

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

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

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

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

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

EK(LEGAL)

TESTING PROGRAMS

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

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

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

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

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

Revisions regarding accelerated instruction are based on HB 4545.

EKBA(LEGAL)

STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

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

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EL(LEGAL) CAMPUS OR PROGRAM CHARTERS

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

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

**EMB(LEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT
CONTROVERSIAL ISSUES**

HB 3979 adds numerous restrictions for a social studies course in the required curriculum.

EMI(LEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION

HB 2681 permits a district to offer an elective course on the Bible beginning in grade 6, rather than grade 9.

FD(LEGAL) ADMISSIONS

A statement has been added for new provisions from HB 4545 regarding enrollment in prekindergarten and kindergarten under certain circumstances. A cross-reference has also been added to EIE(LEGAL).

SB 746 requires a parent to provide to the district in writing the parent's contact information.

In accordance with SB 1615, a student enrolled in an adult high school charter school program is entitled to the benefits of the available school fund if the student is under 50 years of age.

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

SB 481 allows a student to transfer to another district if the student's current district will offer only virtual instruction for more than one grading period during the school year.

A cross-reference to CNA has been added for provisions on operating a transportation system outside the district to transport interdistrict transfer students.

FDAA(LEGAL) INTERDISTRICT TRANSFERS: PUBLIC EDUCATION GRANTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

**FDB(LEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM
ASSIGNMENTS**

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDE(LEGAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

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

FDE(LOCAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

Recommended revisions are to reflect a change from HB 375, which amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of "a disabled individual."

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FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

HB 699 requires a school district to excuse a student's absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible, if proper documentation is provided.

SB 289 creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license.

HB 3165 provides an affirmative defense to truant conduct if absences were due to a child's voluntary absence from home because of abuse.

FEA(LOCAL) ATTENDANCE: COMPULSORY ATTENDANCE

We have added text to address SB 289, which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license. **Contact the district's policy consultant if your district will not permit these excused absences.** The *Regulations Resource Manual* includes at FEA a sample form for students to verify an absence to visit a driver's license office and, at FEB, a chart listing acceptable documentation for absences, including for learner permits and driver's licenses.

Various references about providing verification of the absences addressed in the policy have been consolidated into a single statement.

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

FEC(LEGAL) ATTENDANCE: ATTENDANCE FOR CREDIT

HB 699 prohibits a district from considering excused absences resulting from a serious or life-threatening illness or related treatment in determining whether a student has satisfied attendance requirements for a final grade or credit.

FEC(LOCAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Numerous revisions are recommended to this local policy on attendance for credit.

- As reflected in the revision at Absences Considered, in calculating whether a student has met the 90 percent attendance requirement, HB 699 creates an exception for absences resulting from a serious or life-threatening illness or related treatment. The *Regulations Resource Manual* includes sample letters to notify parents of student absences, which have been updated to reflect this exception.
- Administrative details on documentation of student illnesses have been included in the *Model Student Handbook* and are recommended for deletion.
- Provisions on the attendance committee's consideration of the best interest of the student, extenuating circumstances, and conditions for awarding credit or a final grade have been revised and re-ordered to emphasize a student's mastery of the essential knowledge and skills and maintaining a passing grade rather than assigning a student to attend programs for an amount of time equivalent to the student's absences.

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

FED(LEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

HB 699 prohibits a district from referring a student to truancy court and requires a district to provide counseling to a student who is absent due to a severe or life-threatening illness or related treatment.

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The sample Truancy Prevention Measures Checklist in the *Regulations Resource Manual* has been updated to reflect this change.

FFAC(LEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

SB 1267 requires that training on unassigned epinephrine auto-injectors be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

SB 6 addresses immunity of certain medical professionals for injury or death caused by care, treatment, or failure to provide care or treatment relating to a pandemic disease.

FFB(LEGAL) STUDENT WELFARE: CRISIS INTERVENTION

HB 3597 provides flexibility regarding the requirement for a district's threat assessment team to include a variety of members with extensive expertise and now requires the superintendent to ensure, *to the greatest extent practicable*, that the members have the required expertise.

FFBA(LEGAL) CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 requires that training on trauma-informed care be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

The bill also repeals the requirement to report on training compliance to TEA.

FFEB(LEGAL) COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

As required by SB 279, student identification cards must include the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line and may include a local suicide prevention hotline, if available.

FFG(LEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

HB 3379 changes the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable cause to believe*."

In addition, we have reordered provisions to better align with the structure of FFG(LOCAL) and have added an existing definition for completeness.

FFG(LOCAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Recommended revisions to this local policy incorporate HB 3379 changes to the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable cause to believe*."

A reference to the definition of a person responsible for the care, custody, or welfare of a child has been added for clarification.

We have also clarified that training will be as required by law and district policy in anticipation of the new district professional development policy that must be in place by August 2022. See DMA above for more information.

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FFH(LLEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Dating violence training is now only required on campuses that instruct students in grade six or higher in accordance with SB 1267.

An adjustment to the Note on Title IX explains that the Office for Civil Rights (OCR) has issued a formal interpretation that discrimination on the basis of sex under Title IX includes discrimination on the basis of sexual orientation and gender identity.

FFI(LLEGAL)

STUDENT WELFARE: FREEDOM FROM BULLYING

In accordance with SB 2050, district bullying policies must address prevention and mediation of bullying incidents and comply with minimum standards adopted by TEA. Policy Service will recommend local policy revisions following publication of the TEA minimum standards.

FL(LLEGAL)

STUDENT RECORDS

Changes in federal law prompted revisions regarding access to student information by military recruiters, who may have access to a student's district-provided email address unless a parent has advised the district not to release this information.

FL(LOCAL)

STUDENT RECORDS

At Types of Education Records, we have replaced an outdated reference to the "grade placement committee" with a reference to the "accelerated learning committee" in accordance with HB 4545.

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

FM(LLEGAL)

STUDENT ACTIVITIES

The requirement for the UIL to provide training to extracurricular students in recognizing the symptoms of catastrophic injuries and the risks of using dietary supplements has been removed by SB 1267.

HB 1080 provides that a district may not exclude a student from participating in a UIL activity solely because the student receives outpatient mental health services from a mental health facility or is absent for this purpose.

A district may permit homeschool students to represent the school in UIL activities as provided by HB 547. **If your district will permit homeschool students to participate in UIL activities and you currently have a provision in FD(LOCAL) prohibiting nonenrolled students from participating in curricular or extracurricular activities, please contact your policy consultant for an adjustment to that policy.**

HB 2721 prohibits a student from participating in any future extracurricular activity sponsored by the district or the UIL if the UIL determines that the student caused bodily injury to an extracurricular official in retaliation for the official's performance of duties.

Other provisions have been reordered for better flow.

FNCD(LLEGAL)

STUDENT CONDUCT: TOBACCO USE AND POSSESSION

SB 248 amends the definition of "e-cigarette" to include the liquid solution or other material used in the device.

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FNCG(LLEGAL) STUDENT CONDUCT: WEAPONS

HB 1927 prompted revisions regarding the Penal Code offense of unlawful carrying of weapons and a reference to the appropriate legal source for handgun offenses.

HB 957 removes firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05.

FNG(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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

FOC(LLEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

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

FOD(LLEGAL) STUDENT DISCIPLINE: EXPULSION

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

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

When a district takes disciplinary action that constitutes a change of placement for a student who receives special education services, HB 785 requires the district to take certain actions relating to functional behavior assessments and behavioral intervention plans.

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

The name of an employee accused of an improper relationship between an educator and student is confidential until the employee is indicted for the offense, except as specified by HB 246. The Regulations Resource Manual includes sample procedures to address release of this information by a campus.

Provisions on the release of personal information have been revised for:

- Board members (HB 1082); and
- Current or honorably retired peace officers and commissioned security officers (SB 841).

Confidentiality of crime victim information has been revised based on HB 2357.

The sample election of confidentiality forms in the Regulations Resource Manual have been updated to reflect these changes.

GBAA(LLEGAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION

Changes to this policy on requests for information are from SB 1225.

- If a district's physical offices are closed, but staff is working remotely, the district must make a good faith effort to continue responding to Public Information Act (PIA) requests for information.
- Provisions on temporary suspension of the PIA due to a catastrophe apply only when a district is *significantly* impacted and limit extensions of a suspension to only once per catastrophe.

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GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

HB 1927 revises the Penal Code's list of places where the possession of weapons is prohibited. Changes in federal law prompted revisions regarding the use of unmanned aircraft systems.

GKD(LLEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

HB 525 protects religious organizations from closure by a governmental entity during a disaster. HB 1239 amends the Texas Religious Freedom Restoration Act to prohibit a government agency or public official from ordering the closure of a place of worship and clarifies that the Act cannot be suspended by the governor during a disaster.

GKE(LLEGAL) COMMUNITY RELATIONS: BUSINESS, CIVIC, AND YOUTH GROUPS

Districts may not regulate learning pods in accordance with SB 1955.

GNB(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS

Changes to the provisions on core services provided by education service centers reflect that the gifted and talented allotment was reinstated by HB 1525.

GNC(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

Provisions requiring certain districts to develop a plan to increase enrollment in higher education were deleted by SB 1677.

GRB(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

Provisions on entering into intergovernmental support agreements with a branch of the armed forces have been added as a result of SB 780.



(LOCAL) Policy Comparison Packet

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

In this packet, you will find:

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

Annotations are shown as follows.

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

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

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

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

**Fiduciary
Responsibility**

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

**Student Activity
Funds**

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

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

Use and
Expenditure

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

**District and Campus
Activity Funds**

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

Approval

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

Carryover Funds

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

Plan	The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.
Coordinator	The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters and as required by law report to TEA breaches of system security.
Training	<p>The Board delegates to the Superintendent the authority to:</p> <ol style="list-style-type: none">1. Determine the cybersecurity training program to be used in the District; annually completed by each employee and Board member; and2. Verify and report compliance with staff training requirements in accordance with guidance from the Department of Information Resources; and2.3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate. <p>The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.</p>
Security Breach Notifications	<p>Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:</p> <ol style="list-style-type: none">1. Written notice.2. Email, if the District has email addresses for the affected persons.3. Conspicuous posting on the District's websites.4. Publication through broadcast media. <p>The District District's cybersecurity coordinator shall disclose a breach involving sensitive, protected, or confidential student information as required by to TEA and parents in accordance with law.</p>

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

**General
Requirements**

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

At-Will Employees

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

Contract Employees

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

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

**Withdrawal of
Resignation**

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

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

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

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

School Counselors

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

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

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

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

Accelerated Instruction

The District shall provide accelerated instruction in accordance with law if a student fails to perform satisfactorily ~~based~~ on a state-mandated ~~needs~~ assessment. ~~The principal shall ensure that each identified student is receiving services.~~

Accelerated Learning Committee

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

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

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

~~[See EIE]~~

Curriculum Mastery	Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.
Students Receiving Special Education Services	Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]
Standards for Mastery	In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows: <ol style="list-style-type: none">1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.
Grades 1–8	In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.
Grades 9–12	Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]
Accelerated Instruction	If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.
Grade Advancement Testing	Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state-mandated assessments in reading and mathematics to be promoted to the

	<p>next grade level, in addition to the District's local standards for mastery and promotion.</p>
<p>Definition of 'Parent'</p>	<p>For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]</p>
<p>Alternate Assessment Instrument</p>	<p>The Superintendent or designee shall select from the state-approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.</p>
<p>Standards for Promotion Upon Appeal</p>	<p>If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.</p> <p>The student shall not be promoted unless:</p> <ol style="list-style-type: none">1.— All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and2.— The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency. <p>Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the follow-</p>

Transfer Students	ing school year to ensure that he or she is progressing in accordance with the plan.
Assignment of Retained Students	When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student. If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion. In the event a student is not promoted to the next grade level, the District shall assign the student nevertheless to an age-appropriate campus, unless: <ol style="list-style-type: none"><li data-bbox="570 951 1406 1014">1. The student's parent requests that the student be assigned to the same or a similar campus setting; or<li data-bbox="570 1041 1406 1304">2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:<ol style="list-style-type: none"><li data-bbox="634 1192 1284 1224">a. Recommendations from the student's teachers.<li data-bbox="634 1251 1382 1304">b. Observed social and emotional development of the student.
Reducing Student Retention	The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]

Safe Schools Data

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

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

School Safety Transfers

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

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

From a Persistently Dangerous School

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

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

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

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

**For a Victim of a
Violent Criminal
Offense**

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

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

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

**Additional Transfer
Options**

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

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

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

Excused Absences

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

Higher Education Visits

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

Armed Services Enlistment

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

Early Voting or Election Clerk

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

Learner or Driver's License

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

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

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

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

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

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

Students Attending Homeschools

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

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

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

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

Enforcing
Compulsory
Attendance

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

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

Consideration of All Absences Considered

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

Attendance Committees

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

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

Parental Notice of Excessive Absences

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

Methods for Regaining Credit or Awarding a Final Grade

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

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

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

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

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

Personal Illness

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

Best Interest Standard

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

Guidelines on Extenuating Circumstances

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

When Days of Attendance

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

Transfers / Migrant Students

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

Documentation

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

Consideration of Control

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

Student's Academic Record

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

~~Information from
Student or Parent~~

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

~~Best Interest
Standard~~

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

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

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

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

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

Appeal Process

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

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

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

Confidentiality

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

Comprehensive System

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

Cumulative Record

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

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

Custodian of Records

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

Types of Education Records

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

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

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

Access by Parents

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

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

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

STUDENT RECORDS

FL
(LOCAL)

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

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

Access by School Officials

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

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

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

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

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

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

5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

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

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

**Records
Responsibility for
Students in Special
Education**

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

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

**Procedure to Amend
Records**

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

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

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

**Directory
Information**

The District has designated the following categories of information as directory information: **student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of**

attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams ~~student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.~~

ACCOUNTING
ACTIVITY FUNDS MANAGEMENT

CFD
(LOCAL)

**Fiduciary
Responsibility**

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

**Student Activity
Funds**

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

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

**Use and
Expenditure**

Funds collected by student groups shall be used only for purposes authorized by the student club or organization. The principal and sponsor shall manage and approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

**District and Campus
Activity Funds**

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

Approval

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

Carryover Funds

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

TECHNOLOGY RESOURCES
CYBERSECURITY

CQB
(LOCAL)

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

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency in cybersecurity matters.

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be used in the District;
2. Verify and report compliance with training requirements in accordance with guidance from the Department of Information Resources; and
3. Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

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

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

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

The District shall disclose a breach involving sensitive, protected, or confidential student information as required by law.

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

**General
Requirements**

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

At-Will Employees

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

Contract Employees

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

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

**Withdrawal of
Resignation**

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

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

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

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

School Counselors

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

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

**Human Sexuality
Instruction**

The following process shall apply regarding the adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.
3. The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended.
4. The SHAC shall present its recommendations to the Board at a public meeting.
5. After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting.

SPECIAL PROGRAMS
COMPENSATORY/ACCELERATED SERVICES

EHBC
(LOCAL)

Each student who has been identified as being at risk of dropping out of school, who is not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services.

**Accelerated
Instruction**

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

**Accelerated
Learning Committee**

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

A parent complaint about the content or implementation of the educational plan shall be filed in accordance with FNG.

ACADEMIC ACHIEVEMENT
RETENTION AND PROMOTION

EIE
(LOCAL)

Curriculum Mastery

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

Students Receiving
Special Education
Services

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

**Standards for
Mastery**

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

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

Grades 1–8

In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in three of the following areas: language arts, mathematics, science, and social studies.

Grades 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. [See EI]

Safe Schools Data

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

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

School Safety Transfers

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

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

From a Persistently Dangerous School

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

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

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

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

**For a Victim of a
Violent Criminal
Offense**

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

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

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

**Additional Transfer
Options**

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

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

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

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

Excused Absences

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

Higher Education
Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education.

Armed Services
Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard.

Early Voting or
Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk.

Learner or Driver's
License

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

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

[For extracurricular activity absences, see FM.]

**Withdrawal for
Nonattendance**

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

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

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

**Students Attending
Homeschools**

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

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

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

child is being homeschooled and the date the homeschooling began.

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

Enforcing
Compulsory
Attendance

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

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

**Absences
Considered**

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

**Attendance
Committees**

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

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

**Parental Notice of
Excessive Absences**

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

**Methods for
Regaining Credit or
Awarding a Final
Grade**

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

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

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

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

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

Personal Illness	The principal or attendance committee may require verification from a health-care provider in accordance with administrative regulations as a condition of classifying an absence for personal illness as one for which there are extenuating circumstances.
Best Interest Standard	In reaching consensus regarding a student's absences and how the student can be awarded credit or a final grade, the attendance committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent shall develop administrative regulations to document the attendance committee's decision.
Guidelines on Extenuating Circumstances	<p>The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject.</p> <p>When makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences as days of attendance for award of credit or a final grade. [See FEA]</p> <p>The attendance committee shall consider whether the reasons for the absences were out of the parent's or student's control and whether documentation for the absence is acceptable.</p> <p>The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.</p>
Imposing Conditions for Awarding Credit or a Final Grade	<p>The attendance committee shall consider the student's unique circumstances and, if necessary, shall impose conditions for awarding credit or a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:</p> <ol style="list-style-type: none">1. Maintaining attendance standards for the rest of the semester.2. Completing additional assignments, as specified by the committee or teacher.3. Attending tutorial sessions as scheduled.4. Completing other instructional programs, as specified by the committee.5. Taking an examination to earn credit. [See EHDB] <p>In all cases, the student must earn a passing grade in order to receive credit.</p>
Appeal Process	A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

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

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

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CHILD ABUSE AND NEGLECT

FFG
(LOCAL)

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

Confidentiality

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

Immunity

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

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

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

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

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

**Responsibilities
Regarding
Investigations**

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

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

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

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

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Comprehensive System

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

Cumulative Record

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

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

Custodian of Records

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

Types of Education Records

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

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

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

Access by Parents

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

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

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

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

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

Access by School Officials

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

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

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

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

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

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

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5. Investigating or evaluating programs.

**Transcripts and
Transfers of Records**

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

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

**Records
Responsibility for
Students in Special
Education**

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

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

**Procedure to Amend
Records**

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

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

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

**Directory
Information**

The District has designated the following categories of information as directory information: student name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; degrees, honors, and awards received; dates of

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attendance; grade level; most recent educational institution attended; participation in officially recognized activities and sports; and weight and height of members of athletic teams.

Regular Meeting

Wednesday, November 10, 2021 5:30 PM

SEISD Administration Office, 1050 Chicken Ranch Road, San Elizario, TX 79849

1. GENERAL FUNCTIONS

A. Call Meeting to Order

The meeting was called to order at 5:30 p.m.

B. Roll Call

The following Board Trustees were present: Sandra Licon, Board President; Myrna Hernandez, Board Vice President; Michelle Garcia, Secretary; Eduardo Chavez, Axel Lopez and Fernie Madrid. Superintendent Dr. Jeannie Meza-Chavez was also in attendance.

Board Trustee Martin Chavarria was absent.

C. Pledge of Allegiance

D. San Elizario ISD Mission Statement

Mrs. Licon recited the District's Mission Statement.

2. OPEN FORUM (five minute limit)

Ms. Rubio stated that she has gone through the chain of command by speaking with the Superintendent and the Associate Superintendent. Sandra Rubio asked the Board to please look into cheerleading discrepancies at the High School.

3. DISTRICT RECOGNITIONS

A. Teacher and Employee of the Month for Sambrano Elementary School

Mr. Ernesto Siegel, Principal, introduced Ms. Diana Loya as Teacher of the Month for Sambrano Elementary School. Mr. Seigel stated that Ms. Loya inspires at work, and she exemplifies what a teacher should be.

Ms. Diana Loya thanked Mr. Seigel along with her co-workers for the recognition. Ms. Loya stated that it was an honor to be selected.

Mr. Ernesto Siegel, Principal, introduced Ms. Alyssa Padilla as the Employee of the Month for Sambrano Elementary School. Mr. Seigel stated that all the teachers at Sambrano are grateful

for her and the support that she gives to the campus.

Ms. Alyssa Padilla thanked Mr. Seigel and her colleagues for the recognition.

The Board of Trustees along with the Superintendent congratulated both employees on their recognition.

B. Introduction of New Employees

1. Mr. Josue Palomino - Bilingual Instructional Officer

Ms. Susana Frescas, Instructional Programs Administrator, introduced the new Bilingual Instructional Officer, Mr. Josue Palomino. Mr. Palomino joined the Planning and Instruction team and brings with him 12 years of vast educational experience.

Mr. Josue Palomino thanked the Board and Superintendent for the opportunity. Mr. Palomino stated that he loves what he does and is very happy to be a part of the San Elizario Independent School District family.

2. Mr. Edgar Ponce - Coordinator of ESSER Programs

Mr. Norberto Rivas, Chief Financial Officer, introduced the new Coordinator of ESSER Programs, Mr. Edgar Ponce. Mr. Ponce comes to San Elizario ISD from Socorro ISD where he was serving as Assistant Principal.

Mr. Edgar Ponce thanked the Board and Superintendent and stated that we has very grateful for the opportunity.

3. Ms. Melissa Nunn - Coordinator - School Improvement

Mr. Richard Salcido, Principal, introduced the new Coordinator for School Improvement, Ms. Melissa Nunn. Mr. Salcido stated that Ms. Nunn is an educator at heart and brings with her a wealth of knowledge.

Ms. Melissa Nunn thanked the Board and Superintendent and stated that she was honored to be back in San Elizario.

The Board of Trustees and Superintendent congratulated and welcomed all of the new employees.

C. CTE Recognition for Industry Based
Certifications

Ms. Sandra Sanchez, Career and Technology Administrator, asked that the Board and Superintendent recognize Ms. Perez and her students for their success in the Business Information Management Course. Ms. Sanchez stated that she is very proud of the students for their determination as they prepare themselves with the knowledge and skills needed to succeed. Students were given the exams and received their industry board certificate in either Microsoft Office Specialist, Word Associate or Powerpoint Associate.

Mrs. Perez thanked the students for their hard work and dedication. The students were awarded certificates.

The Board of Trustees and Superintendent congratulated the students on their accomplishments.

4. **NEW BUSINESS / BOARD ACTION ITEMS**

A. Student Outcome Goals

1. Sambrano Elementary School - Monitoring Student Progress

Mr. Ernesto Seigel, Principal, presented campus data that included math, reading, and attendance data. Interventions were also presented for math, reading, and attendance. In addition, walkthrough data was presented.

B. Consider and approval of the Annual Financial Report for the Fiscal Year Ended June 30, 2021

Mr. Norberto Rivas, Chief Financial Officer, introduced Ms. Shelly Ruddock from Gibson, Ruddock, Patterson LLC to present the annual financial report and its audit findings to the Board of Trustees. Ms. Ruddock presented a powerpoint that included a comparison of district revenue, general fund expenditures, general fund per pupil expenditures and state revenue, refined ADA, general fund balance breakout, the health insurance fund and the worker's compensation fund.

Michelle Garcia made a motion to approve the Annual Financial Report for the Fiscal year Ended June 30, 2021. Fernie Madrid seconded the motion. Motion passed.

C. Update regarding refunding opportunity, discussion regarding remaining bond funds and projects, and possible Board action to determine project delivery method for remaining construction projects.

Mr. Norberto Rivas, Chief Financial Officer, discussed the remaining bond funds and projects and requested guidance from the Board of Trustees to determine the delivery method for the remaining construction projects. Mr. Rivas informed the board that although an order that established sale parameters for a potential refunding opportunity based on the market rates and conditions had been approved by the Board at the August board meeting, interest rates have increased over the last several weeks and the refunding's saving would no longer be beneficial for the District therefore, this would be placed on hold.

The suggestion was made for a second playground at Alarcon, the addition of 2 basketball courts and to expand the student drop off area. Board Trustees discussed various options regarding building of the basketball courts, and the expansion of the student drop off area.

Board Trustee, Mr. Eduardo Chavez, began the discussion of a new middle school.

It was agreed by the board of trustees that the main focus should remain on the student drop off area.

Mr. Norberto Rivas suggested specifically asking for the RFP specification to approve the drop off and price the basketball courts separately. Once costs were received the board can determine on how they wish to proceed.

Superintendent asked the Board of Trustees if they would like for administration to begin the exploration phase of building a new middle school. The Board asked that administration provide options for them to review. It was agreed that administration would bring forth the cost of building a new middle school compared to building on the existing middle school.

A motion was made by Michelle Garcia to proceed with second playground expansion at Alarcon and use competitive sealed proposals for both pending construction projects as noted. Myrna Hernandez seconded the motion. Motion passed.

D. Discussion and possible Board action to approve the purchase of portable HEPA air purifiers either from purchase order # 43547 in the amount of \$270,480.00 or from purchase order #43363 in the amount of \$426,295.70.

Mr. Jesus Martinez, Support Services Director, stated that at the request of Board President, Sandra Licon, this item was being presented again for approval. Additional information was provided to the Board that included pricing for an alternate portable HEPA air purifier as an option for the Board to select from. Mr. Martinez stated that the funds that would be used to cover these air purifiers were from ESSER III funds that had been allocated and this purchase would not affect the General Fund. Mr. Martinez stated that the air purifiers would provide an additional layer of mitigation to the current COVID-19 safety measures that are in place.

Representatives from School Specialty Education, Mr. Michael Simler and Mr. Mac Crumlin, joined the meeting via WebEx and provided answers to questions that included life expectancy of the filters, cost of filters, lamps, bulbs, warranty of the filters and of the unit itself, and provided information about the cost of maintaining the filters, and the importance of air quality.

Board Trustee Fernie Madrid stated that he would like the Board to consider approving the purchase order to help keep the students healthy. Board President, Mrs. Sandra Licon stated that she agreed the purchase would provide additional protection for our students. Mr. Fernie Madrid pointed out that ESSER funds would be used to purchase the air purifiers and that ESSER funds were allocated for such expenses and stated that any options the Board selects for the District would need to be maintained. Mrs. Myrna Hernandez stated that she agrees with keeping the students safe and that maybe the Board would consider meeting in the middle and approving the Trio Plus purifiers that are as effective as the Trio Pro but are at a lower cost. Superintendent Dr. Meza-Chavez stated that neighboring districts have cases rising and we need to continue to teach our kids to resilient by being back in school.

Mr. Fernie Madrid made a motion to approve the purchase order of the portable HEPA purifiers from the purchase order #43547. Mrs. Myrna Hernandez seconded the motion. A individual count was taken. 3 - ays and 3 - nays. The motion did not pass.

E. Conference Travel Guidance

Superintendent, Dr. Jeannie Meza-Chavez, asked for guidance from the board on how to proceed with future board travel as travel requests had been made. Dr. Meza-Chavez stated that policy indicates that board members shall not attend more than two out-of-town conferences each school year without authorization from the executive committee. Dr. Meza-Chavez stated that currently 5 of the trustees have already attended 2 out of town conferences and 2 of the trustees have not.

The Board agreed that those Trustees who have already participated in 2 out of town conferences will no longer be traveling for the remainder of the year to allow the remaining 2 trustees the opportunity to attend an out-of-town conference should they choose to do so.

F. Raise Your Hands Texas Trustee Advocate Application

Board President, Mrs. Sandra Licon, stated that the Board could apply for this cohort and if the Board is selected the Board would be able to take part in a wonderful opportunity to attend trainings regarding advocacy. All travel expenses would be paid for by the program.

The Board agreed to submit the application.

G. Consider Appointment / Reappointment of EPCAD Board of Directors

Board President, Mrs. Sandra Licon, stated that Mr. Eduardo Mena had asked for the Boards support. Mrs. Licon asked the Board if any of the trustees had anyone they wanted to appoint or reappoint. The Board will be supporting Mr. Eduardo Mena.

Mrs. Myrna Hernandez made a motion to submit the name of Mr. Eduardo Mena for reappointment. Michelle Garcia seconded the motion. Motion passed.

5. **PRESENTATION / REPORTS / INFORMATION**

A. Monitoring Superintendent Constraints (Information)

1. CPM 2.1: The number of Principal classroom walkthroughs per week with feedback will increase from 2 in June 2018 to 12 by June 2024.
2. CPM 2.2: The number of Assistant Principal classroom walkthroughs per week with feedback will increase from 2 in June 2018 to 12 by June 2024.
- B. Pathway of Champions Progress Reports from April 2021 - September 2021 (Information)
- C. Meal Service Update (Information)
6. **CONSENT AGENDA - Consider and possible Board action on**
 - A. Financial Reports
 1. Tax Report
 2. Financial Statements
 3. Investment Report
 4. Purchase Orders exceeding \$25,000.00
 - PO# 41967 - EP Big Media, Inc - revising amount to \$28,045.00
 - PO# 43487 - Shi Government Solutions Inc. - \$29,354.92
 5. Budget Amendment
 - B. Goal Progress Monitoring
 1. GPM 1.1: Student Mathematics performance in Grades Pre-K through 2nd will increase from 2020 - 2021 through 2023 - 2024 as measured by the IStation Mathematics Ability Index. Performance at the Approaches, Meets, and Master's Levels will increase.
 2. GPM 2.1: Student Reading performance in Grades Pre-K through 2nd will increase from 2020 - 2021 through 2023 - 2024 as measured by the IStation Overall Reading Ability Index. Performance at the Approaches, Meets, and Master's Level will increase.
 3. Powerpoint Presentation for GPM 2.1 and GPM 2.2
 - C. Cambrium Fixed Wireless Solution Proof of Concept
 - D. ESC Region 19 Continuing Education Services Agreement 2021 - 2022
 - E. POLICY UPDATE #118 (First Reading)
 - CFD (LOCAL) - ACCOUNTING ACTIVITY FUNDS MANAGEMENT
 - CQB (LOCAL) - TECHNOLOGY RESOURCES CYBERSECURITY
 - DEF (LOCAL) - TERMINATION OF EMPLOYMENT RESIGNATION
 - DP (LOCAL) - PERSONNEL POSITIONS
 - EHAA (LOCAL) - BASIS INSTRUCTIONAL PROGRAM REQUIRED INSTRUCTION (ALL LEVELS)
 - EHBC (LOCAL) - SPECIAL PROGRAMS COMPENSATORY / ACCELERATED SERVICES
 - EIE (LOCAL) - ACADEMIC ACHIEVEMENT RETENTION AND

PROMOTION

FDE (LOCAL) - ADMISSIONS SCHOOL SAFETY TRANSFERS

FEA (LOCAL) - ATTENDANCE COMPULSORY ATTENDANCE

FEC (LOCAL) - ATTENDANCE FOR CREDIT

FFG (LOCAL) - STUDENT WELFARE CHILD ABUSE AND
NEGLECT

FL (LOCAL) - STUDENT RECORDS

F. Consider approval of minutes for the following:

1. October 13, 2021 - Regular Board Meeting

G. Consider disposal of surplus property declared obsolete and unnecessary by Superintendent or her Designee, to include disposal of broken furniture and technology equipment according to administrative discretion and by any reasonable means.

1. Support Services Department

2. Technology Department

Myrna Hernandez made a motion to approve the Consent Agenda. Eduardo Chavez seconded the motion. Motion passed.

7. EXECUTIVE SESSION

The Board entered into a closed meeting at 8:00 p.m. to discuss personnel matters, to consult with attorney, to discuss real estate matters, to consider recommendations for hiring of personnel or termination of personnel and other personnel matters under Sec. 551.071, 551.072 and 551.074, Texas Gov. Code:

A. Discussion on Employee / Board / Superintendent Communication

8. The Board returned to open session at 9:42 p.m. to take possible action on the matters discussed in Executive Session.

No action taken

9. NEXT MEETING DATE:

Special Community Meeting: November 17, 2021, at 6:00 p.m.

Regular Board Meeting: December 8, 2021, at 5:30 p.m.

10. Adjournment

Michelle Hernandez made a motion to adjourn the meeting at 9:45 p.m. Myrna Hernandez seconded the motion. Motion passed. Time: 9:45 p.m.

Board Secretary

Board President



Minutes for Public Meeting on November 17, 2021

In conformance with the Texas Open Meetings Act, a Special Meeting of the Board of Trustees of the San Elizario Independent School District will be held in person on November 17, 2021, beginning at 6:00 PM at the SEISD Administration Office, Board Room, located at 1050 Chicken Ranch Road, San Elizario, TX 79849.

The purpose of the meeting is to host the Council Members of the City of San Elizario and lead a discussion regarding local organizational transformation and economic development. No action will be taken, however, the Board President along with a quorum of the Board of Trustees will be physically present at this location for purposes of this meeting.

The meeting shall be open to the public.

No action taken.

Board Secretary

Board President



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MEMORANDUM

To: Members of the Board of Trustees
From: Jesus Martinez, Director-Support Services
Subject: November 2021, Non Technology Fixed Asset Discards
Date: December 8, 2021

HISTORY: Campuses and departments periodically replace obsolete, broken or non-repairable items. We assist campuses and departments in removing these items to maximize space and minimize unnecessary item accumulation.

RATIONALE: To prevent unnecessary accumulation of obsolete, broken or non-repairable fixed assets at all our campuses and in departments, discard requests are now submitted on a monthly basis until further notice.

BUDGET IMPACT: No budget impact

ADMINISTRATIVE RECOMMENDATION: For the Board of Trustees to declare the listed fixed assets as surplus or discards and authorize administration to sell or dispose of by any reasonable means.

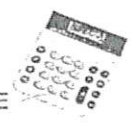
Please check one: For approval Report / Information only Recognition only

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10-28-21

10-28-21

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT



Fixed Asset Discard List

- Other MAINTENANCE
- Excell
- Loya
- Borrego
- Sambrano

Campus (Please Check Appropriate Campus)

- SE High School
- Middle School
- Alarcon

Room#	Description	Tag Number	Qty	Comments / Reasons
1	bookshelf			
2	Gabinete de madera	0605094451		
3	Gabinete Negro	000806100		
4	Archivero CAFE			
5	carrito para projector	0101010626		
6				
7	five gabinet	0101014342		
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Date: 11/10/21

Authorized Campus
 Signature: *[Handwritten Signature]*
 Page: of

MCKINNEY-VENTO HOMELESS EDUCATION ASSISTANCE ACT

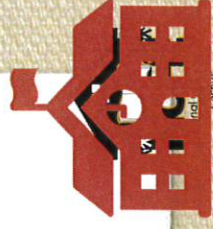


TERESITA PARRA, LBSW
SYLVIA GRAVES, BSW

A LITTLE HISTORY



- The Every Student Succeeds Act (ESSA) was signed into law in December 2015.
- ESSA reauthorized the Elementary and Secondary Education Act (ESEA) and in turn the McKinney-Vento Act was born.
- This amendment provided new opportunities for schools to help students experiencing homelessness.



THE FEDERAL GOVERNMENT FOUND THAT

- Students experiencing homelessness may
 - Be unable to meet school enrollment requirements.
 - Move around and change schools a lot.
 - Be hungry, tired, and stressed.
 - Not have school supplies or a quiet place to study.
 - Not have access to reliable transportation
 - Not have a parent or guardian to help them (unaccompanied youth).



HOMELESSNESS AFFECTS EDUCATION

■ Students experiencing homelessness are more likely to

- Be chronically absent from school
- Get lower grades
- Have special education needs
- Score poorly on assessment tests
- Drop out of school



Who is homeless in our School System?

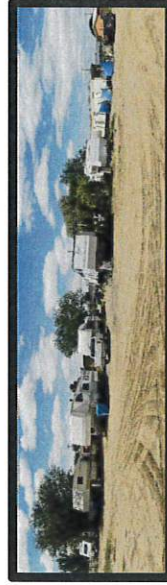


The Federal McKinney-Vento Homeless Assistance Act says that children and youth who lack a fixed, regular, and adequate nighttime residence are homeless.

WHAT PEOPLE THINK

VS

REALITY



at SERVE

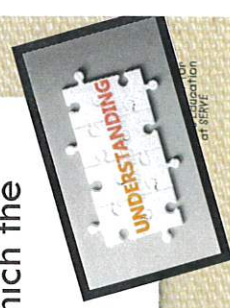
LAWS THAT WERE IMPLEMENTED

- Children and youth experiencing homelessness gained the right to **immediate school enrollment**
 - even if lacking paperwork normally required for enrollment
 - preschool requirements were waived for them

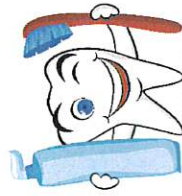


LAWS THAT WERE IMPLEMENTED

- Children and youth experiencing homelessness gained the right to attend
 - **The school of origin**
 - The school that a child or youth attended when permanently housed, or
 - The school in which the child or youth was last enrolled
 - Includes public preschools
 - Includes receiving schools
 - **The local attendance area school**
 - Any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend



Assistance



We established rules for San Eli

1. Student Residency Questionnaires (SRQs) must be sent out to every student once a year at the beginning of the school year.
2. All SRQs must be kept for 5 years as a part of the LEA's student enrollment records and may be kept electronically.
3. Let your Liaison know when situations arise as soon as possible with in 5 to 10 days.
4. Make sure that when homeless students are entering or leaving our district that we send or receive their information within 5 to 10 business days.



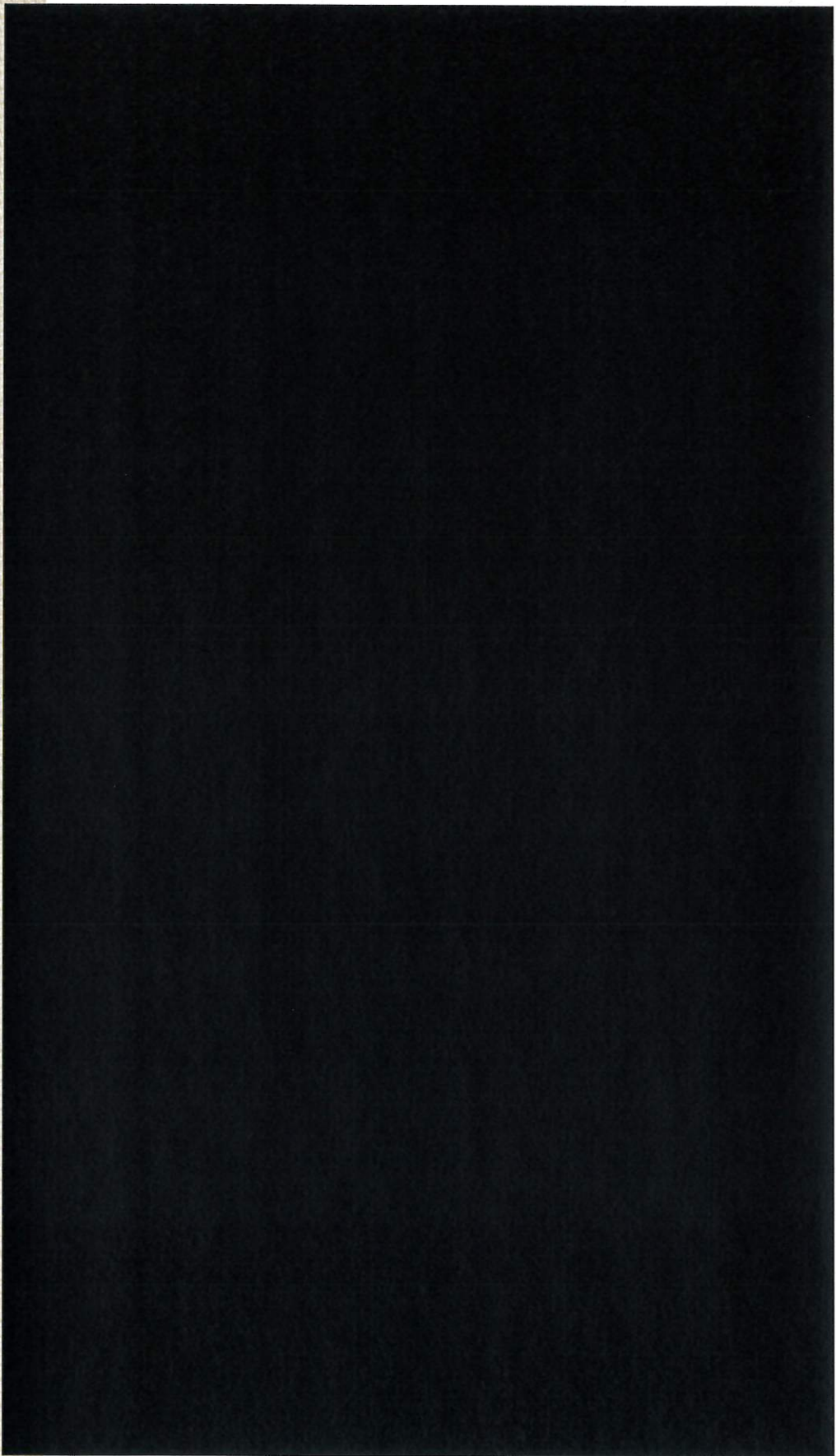
We trained all staff



* McKinney-Vento Act, the homeless education liaison is charged with ensuring that homeless children and youth are identified by school personnel.

* We did so because things happen! And students may be experiencing homelessness and teachers and staff are the students best advocates!!





Questions ?

**Thank you for making the
difference in our Students Lives!**



Teresita Parra , LBSW
San Elizario Planning and instruction dept.
915-872-3970 ext. 3783
tparra@seisd.net



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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction Administrator
Subject: Progress Monitoring—GPM 1.2—3rd Grade Math Benchmarks (Fall Semester)
Date: December 8, 2021

HISTORY:

The Board of Trustees has been progress monitoring Grade 3 mathematics performance for the last several years. One of the Goal Progress Measures (GPM’s) that provides part of the necessary data comes from GPM 1.2, which measures the following:

Goal Progress Measure (GPM) 1.2

Student Mathematics performance on the TRS Unit Assessments in 3rd Grade Math will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

GPM 1.2: TRS Unit Assessments—3rd Grade Math	Goals 2021-2022	Goals 2022-2023	Goals 2023-2024
Approaches	Baseline— To be determined in May 2022	To be determined in August of 2022	To be determined in August of 2022
Meets	Baseline— To be determined in May 2022	To be determined in August of 2022	To be determined in August of 2022
Masters	Baseline— To be determined in May 2022	To be determined in August of 2022	To be determined in August of 2022

In prior years, GPM 1.2 has been measured by TEA-developed Interim Assessments. Due to the pandemic impact on learning, SEISD has decided not to assess students using Interim Assessments in 2021-2022. Instead, the unit assessments from the TEKS Resource System (TRS) curriculum will be used, as this will allow our teachers to assess mastery in real time, as each unit of instruction is completed and the learning is fresh.

RATIONALE:

Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all 3rd grade math Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the District Advisory Team (DAT) committee will set the goals for 2022-2024 in August of 2022 at our first meeting of the 2022-2023 school year. The Board will receive additional updates about this GPM in December of 2021 and again in April of 2022.

Since the baseline for GPM will be set in May of 2022, there is no data for GPM 1.2 at this time.

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BUDGET:

There is no identified budgetary impact for GPM 1.2.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the progress of GPM 1.2 as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction Administrator
Subject: Progress Monitoring—GPM 1.3—8th Grade Math Benchmarks (Fall Semester)
Date: December 8, 2021

HISTORY:

The Board of Trustees has been progress monitoring Grade 8 mathematics performance for the last several years. One of the Goal Progress Measures (GPM’s) that provides part of the necessary data comes from GPM 1.3, which measures the following:

Goal Progress Measure (GPM) 1.3

Student Mathematics performance on the TRS Unit Assessments in 8th Grade Math will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

GPM 1.3: TRS Unit Assessments—8 th Grade Math	Goals 2021-2022	Goals 2022-2023	Goals 2023-2024
Probability of Approaches	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022
Probability of Meets	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022
Probability of Masters	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022

In prior years, GPM 1.3 has been measured by TEA-developed Interim Assessments. Due to the pandemic learning loss, SEISD has decided not to assess students using Interim Assessments in 2021-2022. Instead, the unit assessments from the TEKS Resource System (TRS) curriculum will be used, as this will allow our teachers to assess mastery in real time, as each unit of instruction is completed and the learning is fresh.

RATIONALE:

Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all 8th grade math Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the District Advisory Team (DAT) committee will set the goals for 2022-2024 in August of 2022 at our first meeting of the 2022-2023 school year. The Board will receive additional updates about this GPM in December of 2021 and again in April of 2022.

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Since the baseline for GPM will be set in May of 2022, there is no data for GPM 1.3 at this time.

BUDGET:

There is no identified budgetary impact for GPM 1.3.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the progress of GPM 1.3 as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Members of the Board of Trustees
From: Lisa D. Renegar; Planning & Instruction Administrator
Subject: Progress Monitoring—GPM 1.4—High School Math Benchmarks (Fall Semester)
Date: December 8, 2021

HISTORY:

The Board of Trustees has been progress monitoring high school mathematics (Algebra I) performance for the last several years. One of the Goal Progress Measures (GPM’s) that provides part of the necessary data comes from GPM 1.4, which measures the following:

Goal Progress Measure (GPM) 1.4

Student Mathematics performance on the TRS Unit Assessments in High School Algebra I will increase annually from 2021-2022 (baseline) through 2023-2024 at the Approaches, Meets, and Master’s levels as indicated in the table below.

GPM 1.4: TRS Unit Assessments—High School Algebra I	Goals 2021-2022	Goals 2022-2023	Goals 2023-2024
Probability of Approaches	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022
Probability of Meets	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022
Probability of Masters	Baseline—Determined in May 2022	Determined in August of 2022	Determined in August of 2022

In prior years, GPM 1.4 has been measured by TEA-developed Interim Assessments. Due to the pandemic learning loss, SEISD has decided not to assess students using Interim Assessments in 2021-2022. Instead, the unit assessments from the TEKS Resource System (TRS) curriculum will be used, as this will allow our teachers to assess mastery in real time, as each unit of instruction is completed and the learning is fresh.

RATIONALE:

Since this is a new data source for this GPM, we will be setting the baseline in 2021-2022 by averaging the scores for all high school Algebra I Unit Assessments towards the end of the school year, in May of 2022. Based on that baseline, the District Advisory Team (DAT) committee will set the goals for 2022-2024 in August of 2022 at our first meeting of the 2022-2023 school year. The Board will receive additional updates about this GPM in December of 2021 and again in April of 2022.

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Since the baseline for GPM will be set in May of 2022, there is no data for GPM 1.4 at this time.

BUDGET:

There is no identified budgetary impact for GPM 1.4.

ADMINISTRATIVE RECOMMENDATION:

It is recommended that the Board review the progress of GPM 1.4 as presented.

Please check one: For approval Report / Information only Recognition only

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MEMORANDUM

To: Dr. Meza-Chavez, Superintendent
From: Raul Jacques, Director of Child Nutrition Services
Subject: November 2021 – Nutrition Services Operations
Date: December 8, 2021

During the month of November, we served 77,100 meals to the students in our district. This includes breakfast, lunch, supper, Saturday meals and afterschool snacks.

School food service operations continue to be impacted by disruptions to the supply chain. We must be flexible in our meal planning and we must adapt our menus to continue to meet program requirements. It is unknown how long these disruptions will last.

The Texas Department of Agriculture is conducting a regularly scheduled review of our food service operations. This 90-day process delves into all areas of our operations. While this taxes our available resources, I am confident that we will have a good review.

Child Nutrition staff are fully committed to support student learning and will do our part to help them succeed. We get the job done!