

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held May 28, 2024, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS-OTHER**
 - A. Call to Order
 - B. Pledge of Allegiance
 - C. Texas Pledge of Allegiance
 - D. Roll Call
 - E. CISD Vision and Mission Statements 5
2. **BOARD HONORS**
 - A. Recognition of the Valedictorian and Salutatorian for the Class of 2024 at Canutillo High School and Northwest Early College High School.
Presenter: Christina Rodriguez
 - B. Recognition of 2024 Canutillo Alumni Foundation for Education (CAFE) Scholarship winners from Canutillo High School and Northwest Elementary School.
Presenter: Christina Rodriguez
 - C. Recognition of CISD Teachers who earned National Board Certification from the National Board for Professional Teaching Standards.
Presenter: Christina Rodriguez
 - D. Recognition of Paris Gastelum and Gustavo Anaya for completing Their Terms as the Canutillo ISD Board of Trustees Student Advisors for the 2023-24 School Year.
Presenter: Christina Rodriguez
3. **OPEN FORUM-OTHER**

Any person wishing to address the Board during the period reserved for public comment at a Board meeting must sign up to be heard, in accordance with District policy BED(LOCAL):

Each participant will be limited to **THREE MINUTES** to make comments to the Board. The Board is **NOT** permitted to discuss or act upon any issues that are not posted on the agenda for tonight's meeting.

For further information on those policies, contact the Superintendent's Administrative Assistant.
4. **SPECIAL PRESENTATION-OTHER**
 - A. Budget Update 6
Presenter: C Pulley

B.	Unlimited Tax School Building Bonds, Series 2024A; Unlimited Tax Refunding Bonds, Series 2024B. Plan of Finance Presenter: Rudy Mejia	25
5.	BOARD OF TRUSTEE BUSINESS	
A.	Consideration and appropriate action on an order authorizing the issuance of “Canutillo Independent School District Unlimited Tax School Building Bonds, Series 2024A”; levying a direct annual ad valorem tax for the payment of the Bonds; delegating the authority to certain members of the Board of Trustees and District staff to execute certain documents relating to the sale of the Bonds; and resolving other matters incident and related to the issuance, sale, and delivery of the Bonds. Presenter: Arnold Cantu	32
B.	Consideration and appropriate action on an order authorizing the issuance of “Canutillo Independent School District Unlimited Tax Refunding Bonds, Series 2024B”; levying a direct annual ad valorem tax for the payment of the Bonds; delegating the authority to certain members of the Board of Trustees and District staff to execute certain documents relating to the sale of the Bonds; and resolving other matters incident and related to the issuance, sale, and delivery of the Bonds. Presenter: Arnold Cantu	81
C.	Consideration and appropriate action on a resolution establishing the intention of the Canutillo Independent School District to reimburse itself for the prior lawful expenditures of funds relating to acquiring, constructing and equipping various District improvements from the proceeds of one or more series of tax-exempt obligations to be issued by the District for authorized purposes, and authorizing other matters incident and related thereto. Presenter: Arnold Cantu	130
6.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Monthly Donations Presenter: C. Pulley	
a.	Board Acceptance of the April 2024 Donations Report Presenter: Cristina Pulley	134
2.	Approval of the Budget Amendments Presenter: C. Pulley	
a.	Budget Amendments April 2024 Presenter: C Pulley	137
3.	Approval of the sponsorship agreement between Superior HealthPlan and Canutillo ISD Presenter: Dr. Monica Reyes	142
4.	Proclamation 2024 Adoption of Instructional Materials Approval of Texas Essential Knowledge and Skills for K-12 Science, Social Studies, and Technology. Presenter: Alex Aguilar	148

5.	Recommendation to Approve the Award of RFQ 2024-03 Bond Management Services to PROCEDEO, LLC	151
	Presenter: C Pulley	
6.	Recommendation to Approve the Award of RFQ 2024-04 Real Estate Broker Services to CBRE Inc.	154
	Presenter: Dr. Oscar Rico	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Executive Summary: Approval of the Optional Flexible School Day Program for The Opportunity Academy	157
	Presenter: M. Reyes	
C.	<i>HUMAN RESOURCES</i>	
1.	TASB Localized Policy Update 122	183
	Presenter: Martha Carrasco	
2.	TASB Manual Policy Updates	228
	Presenter: M Carrasco	
7.	EXECUTIVE SESSION	
	To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:	
A.	Discussion and recommendation of administration to approve one time stipend payment to C. Barraza and C. Delgado to account for omission from prior payment and approval list for Teacher Incentive Allotment.	
	Presenter: Dr. Debra Kerney	
B.	Discussion With Legal Counsel Regarding Status and Possible Resolution/Settlement in the Matter of E. Alcantar v. Canutillo ISD; Cause No. 2023DCV1828, Pending Before the 120 th Judicial District Court of El Paso County, Texas	
	Presenter: Steve Blanco	
C.	Discussion Regarding Potential Sale of District Owned Real Property Located at 7965 Artcraft Road, El Paso, Texas to Texas Department of Transportation Including Options to Retain a Portion of the Property.	
	Presenter: Steve Blanco	
D.	Discussion Regarding the Potential Acquisition of Real Property for District Facilities and or School Sites.	
	Presenter: Steve Blanco	
8.	NEW BUSINESS (continued); OTHER	
A.	Discussion and possible action regarding the recommendation of administration to approve one time stipend payment to C. Barraza and C. Delgado to account for omission from prior payment and approval list for Teacher Incentive Allotment.	
	Presenter: Dr. Debra Kerney	
B.	Discussion and Possible Action Regarding Possible Resolution/Settlement in the Matter of E. Alcantar v. Canutillo ISD; Cause No. 2023DCV1828, Pending Before the 120 th Judicial District Court of El Paso County, Texas	
	Presenter: Steve Blanco	
C.	Discussion and Possible Action Regarding Potential Sale of District Owned Real Property Located at 7965 Artcraft Road, El Paso, Texas to Texas Department of Transportation and to Approve Other Matters Incident and Related Thereto.	

Presenter: Steve Blanco

D. Discussion and Possible Action Regarding the Potential Acquisition of Real Property for District Facilities and or School Sites.

Presenter: Steve Blanco

9. **ADJOURNMENT**

If, during the course of the meeting, discussion of any item on the agenda should be held in a closed meeting, the Board will conduct a closed meeting in accordance with the Texas Open Meetings Act, Government Code, Chapter 551, Subchapters D and E. Before any closed meeting is convened, the presiding officer will publicly identify the section or sections of the Act authorizing the closed meeting. All final votes, actions, or decisions will be taken in open meeting.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

Mission

We provide Equitable Opportunities to ensure our future-ready students are empowered to Explore, Learn, Grow and Excel.

Vision

LEAD today. IMPACT tomorrow.

#VivaCanutillo



Budget Workshop Fiscal Year 2025

May 28, 2024

Fiscal Year 2025 Unknowns

- Tax Collections
- Tax Values
- Tax Compression Rate
- State Funding Formula
- Enrollment
- Attendance Rates
- Healthcare Funding
- Bond Proposition A and B - *Approved*

Fiscal Year 2025 “Knowns”

- Recurring Expenditures – Salaries
- FIRST Rating - Accreditation
- Enrollment Decline
- Attendance Rates
- Deferred Maintenance needs
- Cost Increases/Inflation
- Possible Cash Flow Shortage

Updated

FY25 Cabinet Budget Priorities

- *Maintenance Tax Notes Payoff \$8.2M (\$1.2M Annual Payment)- Will be moved I&S Fund*
- *No Compensation Package*
- *Apple Refresh \$750,000 (8-Year Plan)*
- *Balanced Budget: Revenues = Expenditures*
- *Healthcare Fund Reserve - \$1M?*
- *Facilities Maintenance Requests - \$6M (Roofing/HVAC)- Bond Funding*
- *Transportation Bus replacement \$125,000 (Annual replacement schedule) – Postponed 1 Year*
- *Minimize Unintended Consequences (Increase Athletics, School of Music)*

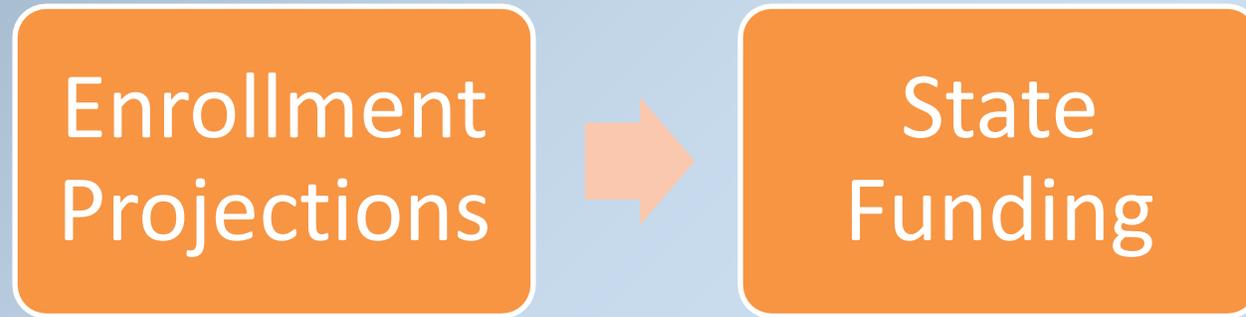
**Note: Land sales are not considered
Central Office move not budgeted**

Updated

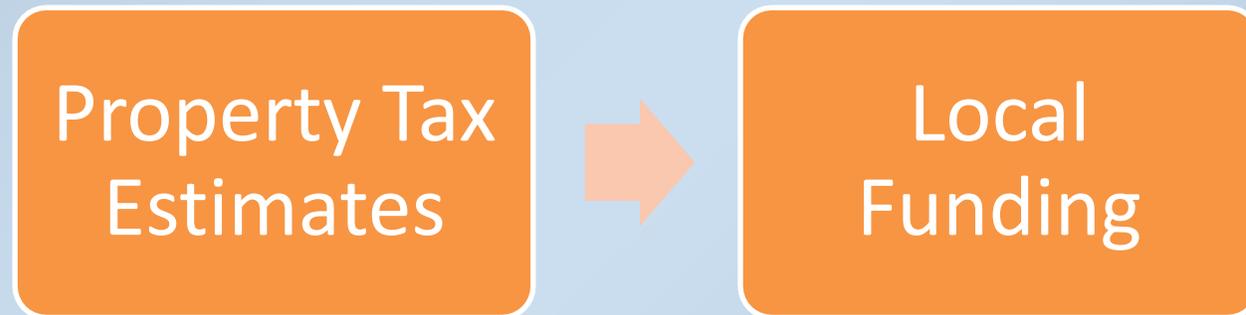
Planning For Funding Shortage FY 2025

- No additional raises for this biennium
- Possible programming cuts
- Additional Reduction in Force (RIF)

Estimating Revenues

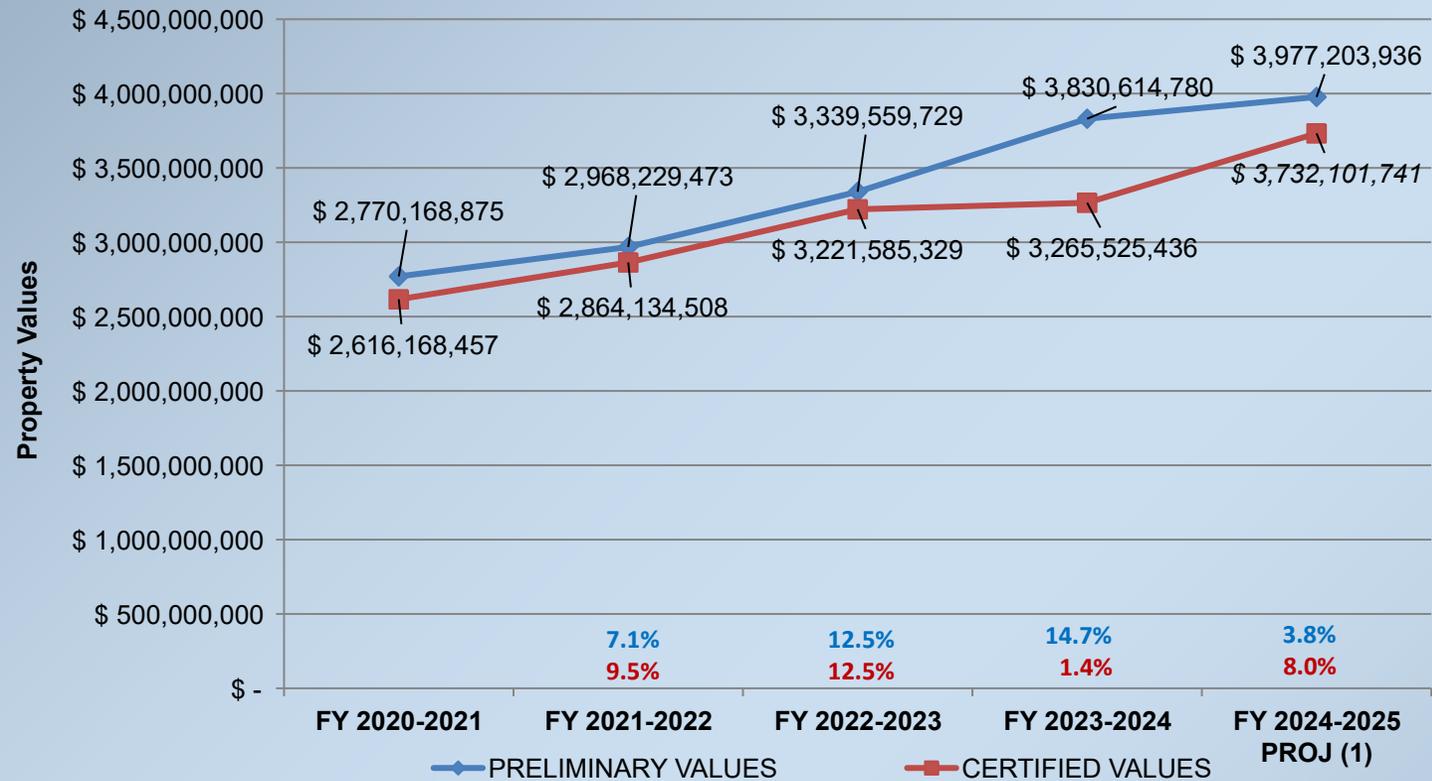


As property tax revenue grows, state funding decreases and the opposite effect applies as well.



Updated

Property Tax Value Trends



(1) Projected values calculated at an estimated 4% decrease from the 2024 preliminary values as of April 27, 2024

Fiscal Year 2025 Estimated M&O Tax Rate

	2023 Tax Year FY2024 Revenue	2024 Tax Year FY2025 Revenue
Tier 1	\$0.6222	\$0.6169*
Tier 2 (Golden Pennies)	\$0.0800	\$0.0800
Tier 3 (Copper Pennies)	\$0.0583	\$0.0583
Tax Rate	\$0.7605	\$0.7552

*Estimated - TEA will calculate and certify a Tier 1 tax rate by August 5th for adoption in September

Updated

Projected Property Tax Revenues Fiscal Year 2025

	FY24	FY25
PROPERTY TAX RATES:		
MAINTENANCE & OPERATIONS (M&O)	\$0.7605	\$0.7552
INTEREST & SINKING (I&S)	\$0.4000	\$0.4000
TOTAL TAX RATE	\$1.1605	\$1.1552
FY25 PROJECTED PROPERTY VALUES, AT A 4% DECREASE OF THE 2024 PRELIMINARY TAX LEVY VALUE OF \$3,865,162,085 AS OF APRIL 27, 2024	\$3,256,314,836	\$ 3,710,555,602
FY 25 PROJECTED M&O REVENUE = PAV/\$100 x \$0.7552 x 98.5% COLLECTION RATE	\$24,392,810	\$ 27,601,784
FY25 PROJECTED I & S REVENUE = PAV/\$100 X \$0.40 X 98.5% COLLECTION RATE	\$12,829,880	\$ 14,619,589
ESTIMATED TOTAL TAX COLLECTIONS	\$37,222,690	\$ 42,221,373

Historical Enrollment/ADA

- (1) ADA is projected at 94% of enrollment and using the October 2023 snapshot
- (2) 2025 enrollment is based on the 2024 rollover for grades K-12 and prior years enrollment for grades EE-PK and 94% attendance rate

Preliminary 2025 Enrollment Projections

CAMPUS	2024 ENROLLMENT AT SNAPSHOT	2025 PRELIMINARY ENROLLMENT	CHANGE
CANUTILLO HIGH SCHOOL	1,520	1,499	(21)
NORTHWEST EARLY COLLEGE HIGH SCHOOL	371	395	24
CANUTILLO MIDDLE SCHOOL	718	705	(13)
ALDERETE MIDDLE SCHOOL	561	622	61
CANUTILLO ELEMENTARY	491	459	(32)
DAVENPORT ELEMENTARY	311	284	(27)
DAMIAN ELEMENTARY	481	478	(3)
CHILDRESS ELEMENTARY	377	380	3
GARCIA ELEMENTARY	455	414	(41)
REYES ELEMENTARY	578	542	(36)
TOTAL	5,863	5,778	(85)

Enrollment projections for 2025 are based on the rollup by grade level from the 2024 snapshot, enrollment grades EE – K remained constant

FY25 Revenue Projections

(Opportunity for Revenue Increase)

Attendance Rate	Proposed Projection	Projection
	94%	95%
State Revenue	\$29,734,503	\$30,607,916
Variance		\$873,413

*FY 23-24 Average as of March 1, 2024 = 95.41%

Updated

FY 2025 Proposed Budget Allocation by Campus (deficit budget)

Organization Name	Organization	2023 - 2024 Adopted Personnel	2023 -2024 Adopted Operation	2023-2024 Adopted Budget	2024 - 2025 Proposed Personnel	2024 -2025 Proposed Operation	2024-2025 Proposed Budget	Increase (Decrease)
Canutillo High School	001	10,847,643	509,447	11,357,090	9,768,314	684,757	10,453,071	(904,019)
Northwest Early College H.S	003	2,573,297	328,303	2,901,600	2,570,237	351,604	2,921,841	20,241
Canutillo Middle School	041	4,951,895	190,208	5,142,103	4,725,662	129,217	4,854,879	(287,224)
Alderete Middle School	042	4,664,647	130,210	4,794,857	4,387,553	196,044	4,583,597	(211,260)
Canutillo Elementary	101	3,878,873	76,448	3,955,321	3,695,141	92,191	3,787,332	(167,989)
Davenport Elementary	102	2,672,784	58,165	2,730,949	2,662,245	53,739	2,715,985	(14,964)
Damian Elementary	103	3,851,706	69,996	3,921,702	3,710,639	90,952	3,801,591	(120,111)
Childress Elementary	104	3,310,744	52,809	3,363,553	3,364,174	122,017	3,486,190	122,637
Garcia Elementary	105	3,496,017	77,952	3,573,969	3,343,480	78,936	3,422,415	(151,554)
Reyes Elementary	106	3,802,638	128,664	3,931,302	3,778,104	145,624	3,923,728	(7,574)
Summer School/Additional Enrollment	699	-	-	-	-	59,515	59,515	59,515
Total Campuses		\$ 44,050,244	\$ 1,622,202	\$ 45,672,446	\$ 42,005,548	\$ 2,004,596	\$ 44,010,144	\$ (1,662,302)
		96%	4%		95%	5%	Net Average:	-3.64%

Fund Balance Categories

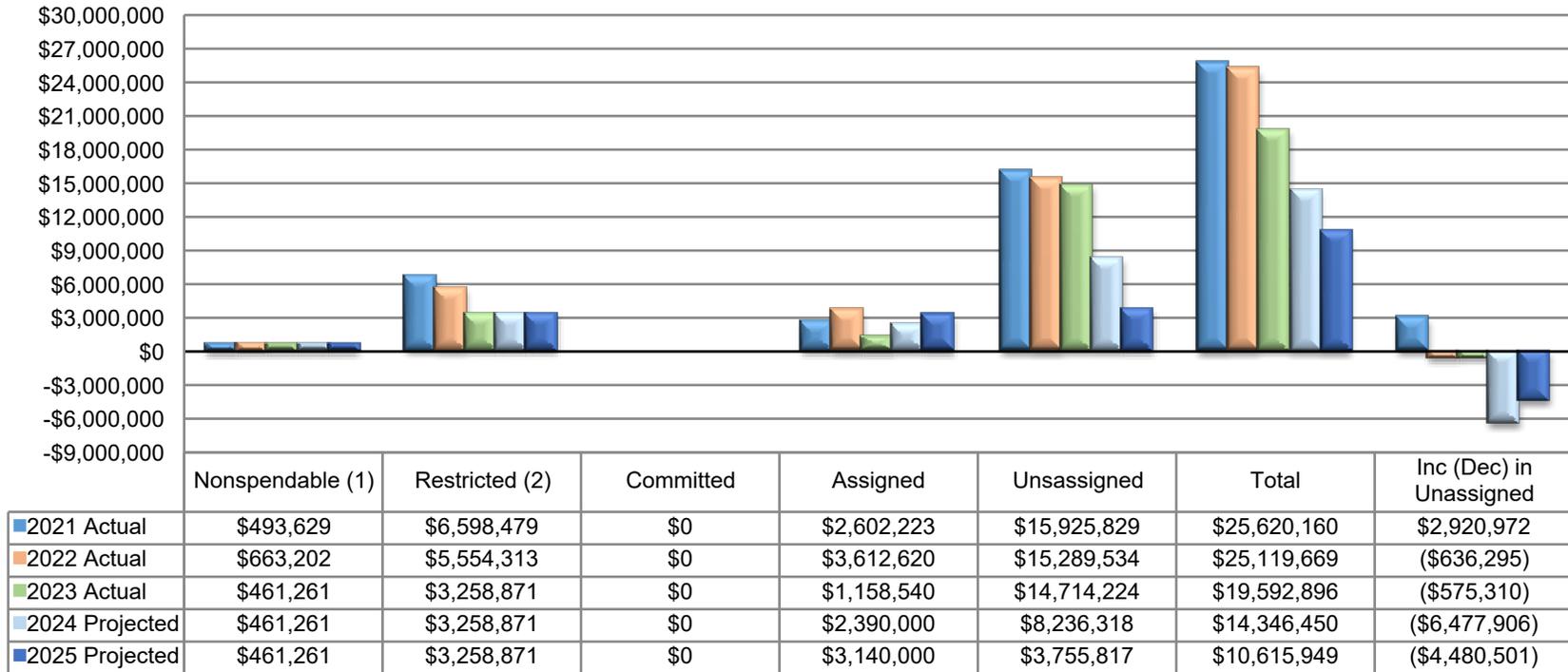
Fund Balance Category	Description
Non-spendable Fund Balance	Represents amounts that are not in a spendable form or are legally or contractually required to be maintained intact, such as inventories
Restricted Fund Balance	Represents amounts that are restricted to specific purposes , with constraints placed on the use of resources by (a) external creditors, grantors, contributors, or laws or regulations of other governments; or (b) imposed by law through constitutional provisions or (c) enabling legislation, such as the Child Nutrition Fund
Committed Fund Balance	Represents amounts that are constrained for purposes which the Board of Trustees , the District's highest level of decision-making authority, has designated their use. These amounts are committed through a formal resolution, requiring funds to be used only for specific purposes. These amounts can only be re-allocated by the same formal action that was taken to originally commit those amounts. The Board of Trustees shall take action to commit funds for a specific purpose prior to the end of the fiscal year.
Assigned Fund Balance	Represents amounts that are constrained by the government's intent to be used for specific purposes but are neither restricted or committed. The governing body has delegated authority to the Superintendent or designated managers . Should the Board opt not to commit any fund balances, it will implicitly defer to the designees to make appropriate assignments
 Unassigned Fund Balance	Represents amounts that are available for any purpose and have not been restricted, committed, or assigned for specific purposes. Positive amounts are reported only in the general fund

Updated

PROJECTED REVENUES LESS EXPENDITURES - GENERAL FUND (EXCLUDING CHILD NUTRITION)

	Estimated FY24	Estimated FY25
Revenues		
Local	\$ 24,986,707	\$ 28,591,784
State	36,049,864	33,994,895
Federal	729,620	720,000
Other Sources (Land Sale)	1,491,883	0
Total Revenues and Other Sources	63,258,074	63,306,679
Expenditures & Other Uses	(69,579,416)	(66,787,180)
Revenues Over Expenditures (Deficit)	(6,321,342)	(3,480,501)
Fund Balance		
Beginning Total Fund Balance	16,947,660	10,626,318
Ending Total Fund Balance	10,626,318	7,145,817
Administration Assigned FB - Health Care Infusion	(1,000,000)	(1,000,000)
Administration Assigned FB - Technology Refresh	(1,390,000)	(2,140,000)
Ending Unassigned Fund Balance	\$ 8,236,318	\$ 4,005,817
1 Day of Operations	\$ 195,670	\$ 182,979
Optimum Unassigned Fund Balance (90 Days)	\$ 17,610,267	\$ 16,468,072
Days of Fund Balance	42	22

GENERAL FUND–FUND BALANCES (INCLUDES CHILD NUTRITION)



(1) Nonspendable Fund Balance includes Child Nutrition inventory and prepaids

(2) Restricted Fund Balance includes Child Nutrition and Maintenance Tax Notes

Optimum Fund Balance (3 Months Average Expenditures) = \$17,610,267

PROPOSED PLAN TO ADDRESS DEFICIT

Total Projected FY25 Deficit as of 5.28.2024		\$ (3,480,501)
The following discretionary items were suggested to be add to FY25 Budget:		
A	TASB student trip	(100,000)
B	Athletics/School of Music restoration	(50,000)
C	C&I Software	(40,000)
D	Marketing Budget	(250,000)
Total possible additional discretionary costs		\$ (440,000)
FY25 Remaining Deficit (to be resolved)		\$ (3,920,501)

Canutillo Independent School District 2024-2025 Budget Calendar

Activity Description	Month	Owner
Special Board Meeting - Additional Meetings to Discuss Budget Recommendations (as needed)	May	BOT Cabinet FS
Notice to discuss and adopt the budget and the proposed tax rate	June	FS
Fund balance/GASB 54 resolution	June	FS
Publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate in newspaper	June	FS
Board Meeting Approval of District Budget	June	BOT
Board Meeting Approval of the District's Tax Rate - Based upon certified property values provided by the Central Appraisal District	September	BOT

Questions

Comments



CANUTILLO ISD

UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024A
Unlimited Tax Refunding Bonds, Series 2024B

PLAN OF FINANCE
May 28, 2024

Congratulations

Proposition A \$379,000,000



SAFETY & SECURITY

- District-Wide Safety & Security Upgrades

REPAIRS



- District-Wide Campus Repairs
- New Roofs
- New HVAC Systems



GROWTH & ENROLLMENT

- Relocation of schools to more accessible locations



CAREER & TECHNICAL EDUCATION

- Career and Technical Education Upgrades

Proposition B - Technology Infrastructure \$7,200,000



TECHNOLOGY INFRASTRUCTURE

- Repayment of Maintenance Tax Notes to relieve general budget

Traunch 1 Priorities

1. Prop A

Safety/Design/Acquisition

2. Refund MTN to I&S



2024 Financing Series A&B

Series A

\$100,000,000



30 Year Debt Service

All in TIC: 4.45%

\$100mm

Series B

\$7,285,000



6 Year Level Debt Service

All in TIC: 3.96%

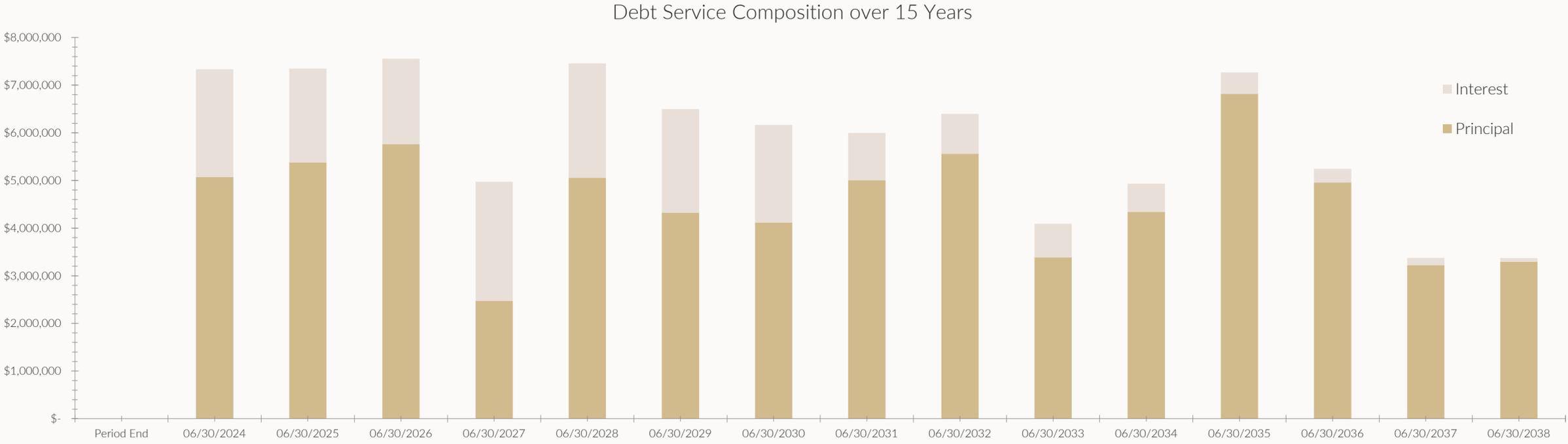
\$7.285mm

03

Outstanding Debt



Canutillo ISD has \$63.6mm outstanding and approximately \$386mm in authorized but unissued bonds from the May 2024 bond election.



\$63,679,627

SERIES 2024
Key
Participants



Financial Advisor

Nickel Hayden Advisors



Bond Counsel

Cantu Harden Montoya



Underwriters

Senior Manager – Cabrera Capital Markets

Co-Senior - UMB



Underwriter Counsel

McCall Parkhurst

Bates and Associates



Timeline

Key Dates

- Rating Call w/ Moody's
- Bond Pricing June 26
- Closing July 16

Date	Day	DESCRIPTION	Participants
5/9/2024	Thursday	Plan of Finance Kick Off Call	District, BC, FA
5/15/2024	Wednesday	Submit PSF Application	FA
5/28/2024	Tuesday	Board Approves Plan of Finance	District, BC, FA
5/20/2024	Monday	Distribute 1st Draft of POS	DC
5/27/2024	Monday	Receive Comments of 1st Draft of the POS	District, BC, FA
6/3/2024	Monday	Distribute 2nd Draft of POS	District, DC, FA, BC, UW, UWC
6/4/2024	Tuesday	Rating Call w/ Moody's	District, FA, BC
6/5/2024	Wednesday	Cabrera Distribute Net Roadshow for Review	UW
6/5/2024	Wednesday	Due Diligence Call w/ Underwriters	District, DC, FA, BC, UW, UWC
6/7/2024	Friday	Receive Comments of 2nd Draft of the POS	District, DC, FA, BC, UW, UWC
6/13/2024	Thursday	Distribute 3rd Draft of POS / Request Sign Off	District, DC, FA, BC, UW, UWC
6/18/2024	Tuesday	Receive Comments of 3rd Draft of the POS / Sign Off	District, DC, FA, BC, UW, UWC
6/18/2024	Tuesday	Finalize Net Roadshow	District, DC, FA, BC, UW, UWC
6/19/2024	Wednesday	Post Final POS	BC, Bondlink
6/26/2024	Wednesday	Bond Pricing	District, DC, FA, BC, UW, UWC
6/27/2024	Thursday	BC Sends Documents to AG	BC
7/16/2024	Tuesday	Closing	District, DC, FA, BC, UW, UWC



06



Disclaimers

Conflicts of Interest

Nickel Hayden affirms that in conjunction with the issuance of municipal securities, it may receive compensation from an Issuer or Obligated Person for services rendered. This compensation may be contingent upon the successful closure of a transaction and/or proportional to the transaction's size. Adhering to the stipulations of MSRB Rule G-42, Nickel Hayden hereby acknowledges that such contingent and/or transactional compensation could introduce a potential conflict of interest with regards to providing impartial advice on entering into such transactions. Despite this potential conflict, Nickel Hayden assures that its capacity to offer impartial and capable guidance remains intact, along with fulfilling its fiduciary obligation to the Issuer. Should Nickel Hayden become aware of any additional potential or actual conflicts of interest after this disclosure, comprehensive details will be communicated in writing to the Issuer in a timely manner.

At Nickel Hayden, we are a registered municipal advisor under the purview of the U.S. Securities and Exchange Commission ("SEC") and operate in accordance with the regulations established by the Municipal Securities Rulemaking Board ("MSRB"). Our operations are overseen by the SEC and guided by the rules of the MSRB, ensuring compliance in our municipal advisory activities. To access more information about the SEC, kindly visit www.sec.gov, and to learn more about the MSRB, please explore www.msrb.org. For insights into the safeguards provided by MSRB rules and procedures for raising concerns with the MSRB or the SEC, you can consult a comprehensive brochure available on the MSRB website.

Legal or Disciplinary Events

Nickel Hayden affirms its unblemished record, free from any legal events or disciplinary history on NHA's Form MA and Form MA-I. This comprehensive record includes criminal actions, regulatory investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations, and civil litigation. You can conveniently access the most recent Form MA and each Form MA-I filed with the SEC by Nickel Hayden at www.sec.gov/edgar/searchedgar/companysearch.html. No substantial modifications have occurred in the disclosure of legal or disciplinary events on any submitted Form MA or Form MA-I. In the event of any significant legal or regulatory action against Nickel Hayden, a thorough and detailed disclosure will be furnished to the Issuer, empowering them to conduct a comprehensive evaluation of Nickel Hayden, its management, and its personnel.

AN ORDER BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024A”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE DISTRICT’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or the *Board of Trustees*) of the Canutillo Independent School District (the *Issuer* or the *District*) hereby finds and determines that school building bonds in the total amount of \$_____ (being the principal amount of \$_____, plus an allocated amount of the [net] reoffering premium of \$_____), being allocated as the first installment of a series of school building bonds approved and authorized to be issued at an election held on May 4, 2024 (the *Election*), should be issued and sold at this time; the respective authorized purposes and amounts authorized to be issued therefor, amounts previously issued, amounts being issued pursuant to this order, and amounts remaining to be issued from such voted authorizations subsequent to the date hereof as set forth herein and;

WHEREAS, the unlimited tax bonds approved and authorized to be issued, for the purposes of (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities, are as further set forth below:

<u>Purpose</u>	<u>Date Authorized</u>	<u>Amount (\$)</u> <u>Authorized</u>	<u>Amount (\$)</u> <u>Previously Issued</u>	<u>Amount (\$)</u> <u>Being Issued*</u>	<u>Unissued</u> <u>Balance (\$)</u>
School Facilities	May 4, 2024	378,955,000.00	-0-	_____	_____

*Includes the Bonds and certain net premium allocations.

WHEREAS, pursuant to the provisions of Chapter 45, as amended, Texas Education Code, and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*), the Issuer is authorized to issue unlimited tax school building bonds for authorized purposes;

WHEREAS, the Board hereby finds and determines that, pursuant to the authority provided by Chapter 1371, the delegation of authority to each Authorized Official (defined herein) to execute the Approval Certificate (a form of which is attached hereto as Exhibit A) approving the final terms of the Bonds as set forth in the Approval Certificate is in the best interest of the Issuer; and

WHEREAS, the Board hereby finds and determines that the issuance of the school building bonds is in the best interests of the residents of the Issuer; now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024A” (the *Bonds*), for the purposes of providing funds for (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by the Election and in conformity with the Constitution and laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371. The Bonds shall be dated July 1, 2024 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official (defined herein) is hereby authorized, appointed, and designated as the official of the District authorized to individually act on behalf of the District in selling and delivering one or more series of unlimited tax school building bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax bonds:

1. The style of each series of Bonds, which style indicates (with respect to each series of Bonds) the calendar year of issuance, and (if necessary or desired) a letter or other sequential identification indicating that multiple series of Bonds of the same or similar type have been or will be issued hereunder during a particular calendar year.
2. The aggregate principal amount of each series of Bonds, as well as the principal amount of each stated maturity within a series of Bonds.
3. The rate of interest to be borne on the principal amount of each stated maturity within a series of Bonds and the interest payment dates for such series of Bonds.
4. The Bond Date for each series of Bonds.

5. The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to each series of Bonds.

6. The determination of whether to sell a series of Bonds by private placement, competitive public bid, or by negotiated sale (and if by negotiated sale, the selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the applicable series of Bonds).

7. Pricing for each series of Bonds, including generation and use of reoffering premium and/or discount, determination of underwriters' compensation (if any), and applicable costs of issuance.

8. The structure for each series of Bonds, including serial maturities, term bonds, and capital appreciation bonds.

Each series of Bonds authorized by this Order shall be issued within the following parameters:

1. The combined principal amount of all series of Bonds issued hereunder shall not exceed \$100,000,000.00.

2. The maximum maturity of any series of Bonds authorized to be issued pursuant to this Order will be February 15, 2054.

3. The federal arbitrage yield on each series of Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 5.00% per annum.

4. The final series of Bonds issued hereunder must be sold not later than May 28, 2025 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after May 28, 2025, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized, with respect to a series of Bonds, to complete and execute an Approval Certificate, in substantially the form attached as Exhibit A hereto. The execution of the Approval Certificate shall evidence the sale date of each series of Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of a series of Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for such series of Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board, any and all contracts, agreements, letters, and certificates, relative to any series of Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with an issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the particular series of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on February 15 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		
2035		
2036		
2037		
2038		
2039		
2040		
2041		
2042		
2043		
2044		
2045		
2046		
2047		
2048		
2049		
2050		
2051		
2052		
2053		
2054		

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about July 16, 2024), or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity, redemption, or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity, redemption, or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof and redemption premium thereon, if any, upon redemption of the Bonds or at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption.

A. Mandatory Redemption of Bonds. The Bonds stated to mature on February 15, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to their stated maturities from money required to be deposited in the Bond Fund (hereinafter defined) for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the years as set forth below:

Term Bonds
Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

B. Optional Redemption of Bonds. The Bonds having Stated Maturities on or after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the

Issuer, on February 15, 20___, or on any date thereafter, in whole or in part, in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par plus accrued interest to the date of redemption.

C. Exercise of Redemption Option. At least forty-five (45) days prior to a date set for the redemption of the Bonds (unless a shorter notification period shall be satisfactory to the Paying Agent/Registrar), the Issuer shall notify the Paying Agent/Registrar of its decision to exercise the right to redeem the Bonds, the principal amount of each Stated Maturity to be redeemed, and the date set for the redemption thereof. The decision of the Issuer to exercise the right to redeem the Bonds shall be entered in the minutes of the Board of the Issuer.

D. Selection of Bonds for Redemption. If less than all Outstanding Bonds of the same Stated Maturity are to be redeemed on a redemption date, the Paying Agent/Registrar shall select at random and by lot the Bonds to be redeemed, provided that if less than the entire principal amount of a Bond is to be redeemed, the Paying Agent/Registrar shall treat such Bond then subject to redemption as representing the number of Bonds Outstanding which is obtained by dividing the principal amount of such Bond by \$5,000.

E. Notice of Redemption. The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than 30 days before the date fixed for redemption, to the registered owner of each Bond (or part thereof) to be redeemed, at the address shown in the Security Register at the close of business on the business day next preceding the date of mailing such notice.

The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

The District reserves the right to give notice of its election or direction to redeem Bonds under Section 3. conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the District retains the right to rescind such notice at any time prior to the scheduled redemption date if the District delivers a certificate of the District to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected registered owners of the Bonds. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain Outstanding, and the rescission shall not constitute an event of default under Section 24 hereof. Further, in the case of a conditional redemption, the failure of the District to make moneys and/or authorized securities available in part or in whole on or before the redemption date shall not constitute an event of default under Section 24 hereof.

Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the registered owner of the Bonds receives such notice.

F. Transfer/Exchange of Bonds. Neither the Issuer nor the Paying Agent/Registrar shall be required to transfer or exchange any Bonds called for redemption, in whole or in part, during a period beginning forty-five (45) days prior to the redemption date; provided, however such limitation shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond which is subject to partial redemption.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Board of Trustees under its seal reproduced or impressed thereon and attested by the Secretary of the Board of Trustees. The signature of said officers on the Bonds may be manual, facsimile, or electronic. Bonds bearing the manual, facsimile, or electronic signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$_____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution

thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Bonds.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024A

Bond Date:
July 1, 2024

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above (or so much as shall not have been paid upon prior redemption) and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about July 16, 2024), or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$_____ (the *Bonds*) pursuant to an order adopted by the Board of the Issuer (the *Order*) for the purpose of (i) providing funds for designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on May 4, 2024, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

The Bonds stated to mature on February 15, 20__ are referred to herein as the “Term Bonds”. The Term Bonds are subject to mandatory sinking fund redemption prior to its stated maturities from money required to be deposited in the Bond Fund for such purpose and shall be redeemed in part, by lot or other customary method, at the principal amount thereof plus accrued interest to the date of redemption in the following principal amounts on February 15 in the year as set forth below:

Term Bonds
 Stated to Mature
on February 15, 20__

<u>Year</u>	<u>Principal Amount (\$)</u>
-------------	----------------------------------

*

*Payable at Stated Maturity.

The principal amount of a Term Bond required to be redeemed pursuant to the operation of such mandatory redemption provisions shall be reduced, at the option of the District, by the principal amount of any Term Bond of such Stated Maturity which, at least fifty (50) days prior to the mandatory redemption date (1) shall have been defeased or acquired by the District and delivered to the Paying Agent/Registrar for cancellation, (2) shall have been purchased and canceled by the Paying Agent/Registrar at the request of the District with money in the Bond Fund, or (3) shall have been redeemed pursuant to the optional redemption provisions set forth below and not theretofore credited against a mandatory redemption requirement.

As specified in the Order, the Bonds stated to mature on or after February 15, 20__ shall be subject to redemption prior to Stated Maturity, at the option of the Issuer, on February 15, 20__, or on any date thereafter, in whole or in part in principal amounts of \$5,000 or any integral multiple thereof (and if within a Stated Maturity selected at random and by lot by the Paying Agent/Registrar) at the redemption price of par, together with accrued interest to the date of redemption, and upon thirty (30) days prior written notice being given by the Paying Agent/Registrar and subject to the terms and provisions relating thereto contained in the Order. If

this Bond is subject to prior redemption and is of a denomination in excess of \$5,000, portions of the principal sum hereof in installments of \$5,000 or any integral multiple thereof may be redeemed, and, if less than all of the principal sum hereof is to be redeemed, upon the surrender of this Bond to the Paying Agent/Registrar at its corporate trust office there shall be issued to the Holder hereof, without charge therefor, for the then unredeemed balance of the principal sum hereof, a new Bond or Bonds of like Stated Maturity and interest rate in any authorized denominations provided by the Order.

If this Bond (or any portion of the principal sum hereof) shall have been duly called for redemption and notice of such redemption duly given, then upon such redemption date this Bond (or the portion of the principal sum hereof to be redeemed) shall become due and payable, and, if money for the payment of the redemption price and the interest accrued on the principal amount to be redeemed to the date of redemption is held for the purpose of such payment by the Paying Agent/Registrar, interest shall cease to accrue and be payable thereon from and after the redemption date on the principal amount scheduled to be redeemed. If this Bond is called for redemption, in whole or in part, the Issuer or the Paying Agent/Registrar shall not be required to issue, transfer, or exchange this Bond, within forty-five (45) days from the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Holder of the unredeemed balance of a Bond that is redeemed in part.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be redeemed or discharged at or prior to its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, or redemption, in whole or in part, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of

interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesated. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

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IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: BOKF, NA, Dallas, Texas, as Paying
Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. Form of Initial Bond.

The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX SCHOOL BUILDING BONDS, SERIES 2024A

Bond Date: Interest Rate: Stated Maturity: CUSIP NO:
July 1, 2024 "As Shown Below" "As Shown Below" _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of February in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

(or so much thereof as shall not have been paid upon prior redemption) and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about July 16, 2024) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity or prior redemption, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity or prior redemption, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the

corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer or the Texas Education Agency, as applicable, to appear under the following header:

[BOND INSURANCE] or [PERMANENT SCHOOL FUND GUARANTEE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 38 of this Order have the meanings assigned to them in Section 38 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools and the Chief Business Officer, (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment

quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or (iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on each February 15 and August 15, commencing February 15, 2025, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Board of Trustees on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

- (1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 20 of this Order; and
- (3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on February 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds, at the earlier of redemption or Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2024A CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX SCHOOL BUILDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 18. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established

pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Accrued interest and capitalized interest, if any, on the Bonds received from the Purchasers, if any, and any surplus proceeds from the sale of the Bonds (which includes unspent Bond proceeds and investment income therefrom) not expended for authorized purposes shall be deposited into the Bond Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Bond Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 16: Sale of Bonds at a Negotiated Sale – Authorization of Purchase Contract – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____, 2024, attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _____. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Board, and in regard to the approval and execution of the Purchase Contract, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2024, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Board of Trustees are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Board of Trustees and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of \$ _____, which is hereby allocated by the District in the following manner: (1) \$ _____ to pay the Purchasers' compensation; (2) \$ _____ shall be used to pay certain costs of issuance; (3) \$ _____ shall be deposited into the Bond Fund and used to pay debt service of the Bonds; and (3) \$ _____ shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the net reoffering premium in the amount of \$ _____ as described in paragraph A above and principal amount of \$ _____ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), and no accrued interest shall be deposited into the special construction account or accounts created for the projects to be constructed with the Bond proceeds. This special construction account shall be established and maintained at the Issuer's depository bank and shall be invested in accordance with the provisions of Section 10 of this Order. Interest earned on the proceeds of the Bonds pending completion of the projects financed with such proceeds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Permanent School Fund Guarantee. In accordance with the provisions of Subchapter C of Chapter 45 of the Texas Education Code, as amended, and 19 Texas Administrative Code Section 33.6, the District has made application to, and received approval from, the Commissioner of Education of the State of Texas (the Commissioner) for the Bonds to be guaranteed as to the payment of principal and interest thereon by the "Permanent School Fund", created, established, and maintained pursuant to Article VII, Section 5 of the Constitution of the State of Texas, subject to compliance with the Texas Education Agency's rules and regulations. This constitutional provision also provides for the creation and funding of the "Available School Fund".

By virtue of the approval of the Bonds being eligible for such guarantee, the District hereby covenants, agrees, and acknowledges that:

(1) Immediately following a determination by the District of its inability to pay any principal payment or interest installment on the Bonds, and in no event later than five (5) days prior to a Stated Maturity or Interest Payment Date, the Superintendent of Schools of the District shall notify the Commissioner, in the name of the District, of (a) the District's inability to pay all or any portion of the principal amount or interest installment of one or more Bonds, (b) the total dollar amount of funds required by the District to pay in full the principal of and interest on the Bonds which the District is unable to pay, (c) the name and address of the Paying Agent/Registrar for the Bonds, (d) the date when funds for the payment of the Bonds or interest thereon shall be required to be furnished to the District and deposited with the Paying Agent/Registrar, and (e) such other information as the Commissioner shall require;

(2) Any notices to be given to the Holders hereunder shall additionally be given to the Commissioner, when and as mailed to the Holders;

(3) If the District fails to pay the principal of and interest on any Bond and the payment thereof is provided with funds from the Permanent School Fund in accordance with the guarantee, the provisions of Section 45.059(b) of the Texas Education Code, as amended, shall prevail, to the extent of conflict, over the provisions of Section 14 hereof and such amount or amounts paid with funds from the Permanent School Fund or the Available School Fund, plus interest on such amount or amounts, shall be deducted from the first funds (being foundation school fund payments first, then available school fund payments) the District would otherwise be lawfully entitled to receive from the State of Texas, until full reimbursement of such amount or amounts has been made to the Permanent School Fund;

(4) If two or more payments from the Permanent School Fund are made pursuant to the guarantee and the Commissioner determines that the District is acting in bad faith under the guarantee, the Attorney General of the State of Texas may institute appropriate legal action to compel the District and its officers, agents, and employees to comply with the duties required by law in regard to the Bonds; and

(5) If the District fails to pay principal or interest on a guaranteed bond when it matures, other amounts not yet mature shall not be accelerated and shall not become due by virtue of the District's default.

If the principal of, premium, if any, and interest on the Bonds are paid prior to Stated Maturity or if the Bonds are defeased as provided in Section 20, the guarantee as to payment of principal of and interest on the Bonds by the corpus and income of the Permanent School Fund shall immediately be terminated and be removed in its entirety. Notice of any such prepayment, redemption, or defeasance shall be forwarded to the Commissioner within ten (10) calendar days of such action.

SECTION 18: Covenants to Maintain Tax-Exempt Status.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the "gross income" of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any "private business use," as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been

paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Holders of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

C. Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation of, and Limitation on, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the *Project*) on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitrage and rebate, the Board hereby adopts and establishes the instructions attached hereto as Exhibit E, as the Issuer's written procedures.

G. Reimbursement. This Order is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 19: Control and Custody of Bonds. The President of the Board of Trustees shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 20: Satisfaction of Obligation of Issuer. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure

the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts of thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal and interest due on any defeased Bonds. To the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 21: Order a Contract – Amendments – Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 22: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer

shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 23: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Trustees and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 24: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Board of Trustees, is hereby approved and authorized.

SECTION 25: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 26: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 27: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, the Purchasers, and the Holders.

SECTION 28: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 29: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 30: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 31: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 32: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 33: Authorization of Paying Agent/Registrar Agreement. The Board hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit B and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 34: Authorization of Contracts with Financial Advisor and/or Bond Counsel. The Board authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Nickel Hayden Advisors, as the financial advisor to the District (the Financial Advisor). The City understands that under applicable federal securities laws and regulations that the District must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds. In addition, the Board also authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden Montoya LLP, as Bond Counsel, Tax Counsel, and Disclosure Counsel to the District in connection with the issuance of the Bonds.

SECTION 35: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 36: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner

shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 37: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 38: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six (6) months after the end of each fiscal year of the District ending in or after 2024, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit D hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available, but in any case within twelve (12) months after the end of each fiscal year of the District ending in or after 2024. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit D

hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided.

Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;

(13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of subsection B of this Section, the District shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in

narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format- Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit G, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 39: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with

DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit G (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 40: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale

and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are Outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 41: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1371, and any other applicable law, the Board, pursuant to Chapter 1371 and other applicable law, hereby delegates to the Superintendent of Schools, the Chief Business Officer, or the Associate Superintendent of Schools the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by the Superintendent of Schools, the Chief Business Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908, as amended, Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 42: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 43: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

PASSED AND ADOPTED, this 28th day of May, 2024.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

INDEX TO EXHIBITS

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EXHIBIT A

Approval Certificate

See Tab No. ____

EXHIBIT B

Paying Agent/Registrar Agreement

See Tab No. ____

EXHIBIT C

Purchase Contract

See Tab No. ____

EXHIBIT D

Description of Annual Financial Information

The following information is referred to in Section 38 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

(2) All quantitative financial information and operating data with respect to the District of the general type included in this Official Statement in APPENDIX A, Tables 1 through 5 and 7 through 12, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT E

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the District's business manager (the *Responsible Person*), which currently is the District's Chief Business Officer, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended;

- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT F

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 38 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 38 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Chief Business Officer (each, a *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 38 of the Order;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 38 of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT G

DTC Letter of Representations

See Tab No. __

AN ORDER BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT AUTHORIZING THE ISSUANCE OF “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2024B”; LEVYING A CONTINUING DIRECT ANNUAL AD VALOREM TAX FOR THE PAYMENT OF THE BONDS; PRESCRIBING THE FORM, TERMS, CONDITIONS, AND RESOLVING OTHER MATTERS INCIDENT AND RELATED TO THE ISSUANCE, SALE, AND DELIVERY OF THE BONDS, INCLUDING THE APPROVAL AND DISTRIBUTION OF AN OFFICIAL STATEMENT PERTAINING THERETO; AUTHORIZING THE EXECUTION OF A PAYING AGENT/REGISTRAR AGREEMENT, AN ESCROW DEPOSIT LETTER, AND A PURCHASE CONTRACT; COMPLYING WITH THE LETTER OF REPRESENTATIONS ON FILE WITH THE DEPOSITORY TRUST COMPANY; DELEGATING THE AUTHORITY TO CERTAIN MEMBERS OF THE BOARD OF TRUSTEES AND DISTRICT STAFF TO EXECUTE CERTAIN DOCUMENTS RELATING TO THE SALE OF THE BONDS; AUTHORIZING THE EXECUTION OF ANY NECESSARY ENGAGEMENT AGREEMENT WITH THE DISTRICT’S FINANCIAL ADVISORS AND/OR BOND COUNSEL; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Board* or the *Board of Trustees*) of the Canutillo Independent School District (the *District* or the *Issuer*) has heretofore issued, sold, and delivered, and there are currently outstanding obligations, payable from maintenance tax proceeds, in the aggregate original principal amount of \$7,285,000 being the obligations disclosed on Schedule I attached hereto and incorporated by reference for all purposes to this order (the *Refunded Obligations*); and

WHEREAS, pursuant to the provisions of the Election (hereinafter defined) and Chapter 1207, as amended, Texas Government Code (the *Act*), the Board is authorized to issue refunding bonds and deposit the proceeds of sale directly with any designated escrow agent for the Refunded Obligations, and such deposit, when made in accordance with the Act, shall constitute the making of firm banking and financial arrangements for the discharge and final payment of the Refunded Obligations; and

WHEREAS, when firm banking arrangements have been made for the payment of principal and interest to the stated maturity or redemption date of the Refunded Obligations, then the Refunded Obligations shall no longer be regarded as outstanding except for the purpose of receiving payment from the funds provided for such purpose and may not be included in or considered to be an indebtedness of the District for the purpose of a limitation on outstanding indebtedness or taxation or for any other purpose; and

WHEREAS, the Act permits that the deposit of the proceeds from the sale of the refunding bonds be deposited directly with any designated escrow agent for the Refunded Obligations which is not the depository bank of the District; and

WHEREAS, UMB Bank, N.A., Austin, Texas, is the paying agent/registrar for the Refunded Obligations, and;

WHEREAS, BOKF, N.A., Dallas, Texas, which is not a depository bank of the District is hereby appointed as the Escrow Agent (hereinafter defined) and Paying Agent/Registrar (hereinafter defined) for the refunding bonds; and

WHEREAS, the District held an election on May 4, 2024 (the *Election*), where the qualified voters of the District approved the refunding of the Refunded Obligations, comprised of previously issued maintenance tax obligations (identified in Schedule I hereto) as follows:

WHEREAS, the unlimited tax bonds approved and authorized to be issued, for the purposes of (i) refunding all or a portion of the principal, interest, and redemption premium on previously issued maintenance tax notes of the District styled “Canutillo Independent School District Maintenance Tax Notes, Series 2020”, dated June 1, 2020, are as further set forth below:

<u>Purpose</u>	<u>Date Authorized</u>	<u>Amount (\$) Authorized</u>	<u>Amount (\$) Previously Issued</u>	<u>Amount (\$) Being Issued*</u>	<u>Unissued Balance (\$)</u>
Refunding Series 2020 Maintenance Tax Notes	May 4, 2024	7,285,000.00	-0-	_____	_____

*Includes the Bonds and certain net premium allocations.

WHEREAS, the Board hereby finds and determines that Bonds in the total principal amount of \$ _____ (being the principal amount of \$ _____ plus an allocated amount of the premium of \$ _____), being the first installment or series of refunding bonds approved and authorized to be issued at the Election, should be issued and sold at this time; and

WHEREAS, the refunding of the Refunded Obligations will not result in a net present value savings but rather transfer certain of the District’s outstanding maintenance tax obligations as payable from the District’s bond tax rate in accordance with the Election; and

WHEREAS, based on the foregoing, the Board hereby finds and determines that the refunding of the Refunded Obligations is necessary, and will result in a gross loss of \$ _____ and a present value loss of \$ _____ (or - _____%), and the Board has taken into account the negative aspects of issuing the Bonds; and

WHEREAS, the Board hereby finds and determines, pursuant to the authority authorized at the Election, to issue the Bonds and call the Refunded Obligations for redemption, and as further provided by the Act, to delegate to the Authorized Officials (defined herein) the authority to execute an “approval certificate” (a form of which is attached hereto as Schedule II) to approve the final terms of the refunding bonds issued hereunder upon obtaining the recommendation from the District’s Financial Advisor; and

WHEREAS, the Board hereby finds and determines that the issuance of the refunding bonds is in the best interests of the residents of the District, now, therefore,

BE IT ORDERED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: Authorization - Designation - Principal Amount - Purpose - Bond Date. Unlimited tax school building bonds of the Issuer shall be and are hereby authorized to be issued in the aggregate principal amount of \$_____ to be designated and bear the title “CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2024B” (the *Bonds*), for the purposes of providing funds for (i) refunding certain outstanding maintenance tax obligations of the District (identified in Schedule I hereto and referred to as the *Refunded Obligations*), and (ii) paying the costs and expenses of issuance of the Bonds, pursuant to the authority conferred by the Election and in conformity with the laws of the State of Texas, including the Act and Chapter 1371, as amended, Texas Government Code (*Chapter 1371*). The Bonds shall be dated July 1, 2024 (the *Bond Date*) and interest shall accrue as provided in Section 2 hereof.

As authorized by Chapter 1371, each Authorized Official (defined herein) is hereby authorized, appointed, and designated as the official of the District authorized to individually act on behalf of the District in selling and delivering one or more series of unlimited tax refunding bonds authorized herein and carrying out the procedures specified in this Order, including approval of the following terms and provisions for each series of unlimited tax refunding bonds:

1. The style of each series of Bonds, which style indicates (with respect to each series of Bonds) the calendar year of issuance, and (if necessary or desired) a letter or other sequential identification indicating that multiple series of Bonds of the same or similar type have been or will be issued hereunder during a particular calendar year.
2. The aggregate principal amount of each series of Bonds, as well as the principal amount of each stated maturity within a series of Bonds.
3. The rate of interest to be borne on the principal amount of each stated maturity within a series of Bonds and the interest payment dates for such series of Bonds.
4. The Bond Date for each series of Bonds.
5. The optional, extraordinary optional, and mandatory redemption provisions applicable, if at all, to each series of Bonds.
6. The determination of whether to sell a series of Bonds by private placement, competitive public bid, or by negotiated sale (and if by negotiated sale, the selection of the senior managing underwriter and the co-managers to serve as the syndicate of underwriters selling the applicable series of Bonds).
7. Pricing for each series of Bonds, including generation and use of reoffering premium and/or discount, determination of underwriters’ compensation (if any), and applicable costs of issuance.
8. The structure for each series of Bonds, including serial maturities, term bonds, and capital appreciation bonds.

Each series of Bonds authorized by this Order shall be issued within the following parameters:

1. The combined principal amount of all series of Bonds issued hereunder shall not exceed \$7,285,000.00.

2. The maximum maturity of any series of Bonds authorized to be issued pursuant to this Order will be August 15, 2054.

3. The federal arbitrage yield on each series of Bonds authorized to be issued pursuant to this Order shall not exceed a rate greater than 4.00% per annum.

4. In connection with the refunding of the Refunded Obligations, each series of Bonds shall produce a gross loss of no greater than \$300,000

5. The final series of Bonds issued hereunder must be sold not later than May 28, 2025 (though the closing of a particular series of Bonds sold in accordance with this provision may occur after May 28, 2025, so long as such closing period is determined by an Authorized Official to be of reasonable duration).

Each Authorized Official, acting for and on behalf of the District, is authorized, with respect to a series of Bonds, to complete and execute an Approval Certificate, in substantially the form attached as Exhibit A hereto. The execution of the Approval Certificate shall evidence the sale date of each series of Bonds by the District to the initial purchasers thereof. Upon execution of an Approval Certificate, Bond Counsel is authorized to complete a copy of this Order as evidence of the issuance of a series of Bonds pursuant to the delegated authority granted hereunder and to reflect such final terms for such series of Bonds, which includes selection of the appropriate terms to reflect the final transaction structure and terms of sale evidenced in the Approval Certificate. In addition to the foregoing, each Authorized Official is authorized to execute, as the act and deed of the District and on behalf of the Board of Trustees, any and all contracts, agreements, letters, and certificates, relative to any series of Bonds that may be required by this Order, as supplemented in the manner described above, or determined to be necessary or advisable in connection with an issuance of Bonds hereunder. It is further provided, however, that notwithstanding the foregoing provisions, no Bonds shall be delivered unless prior to delivery, the particular series of Bonds shall have been rated by a nationally recognized rating agency for municipal securities in one of the four highest rating categories for long term obligations, as required by Chapter 1371.

SECTION 2: Fully Registered Obligations – Authorized Denominations – Stated Maturities – Interest Rates. The Bonds shall be issued as fully registered obligations, without coupons, in denominations of \$5,000 or any integral multiple thereof (within a Stated Maturity), shall be lettered “R” and numbered consecutively from One (1) upward, and principal shall become due and payable on August 15 in each of the years and in amounts as described below (the *Stated Maturities*) and bear interest at the rates per annum in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
2025		
2026		
2027		
2028		

2029
2030

The Bonds shall bear interest on the unpaid principal amounts from the Closing Date (anticipated to occur on or about July 16, 2024) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the rates per annum shown in the above schedule (calculated on the basis of a 360-day year of twelve 30-day months). Interest on the Bonds shall be payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

SECTION 3: Payment of Bonds - Paying Agent/Registrar. The principal of, premium, if any, and the interest on the Bonds due and payable by reason of Stated Maturity or otherwise shall be payable, without exchange or collection charges to the registered owners of the Bonds (the *Holder* or *Holder*s), appearing on the Security Register (hereinafter defined) maintained by the Paying Agent/Registrar (hereinafter defined), in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

The selection and appointment of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*) to serve as the initial Paying Agent/Registrar for the Bonds is hereby approved and confirmed, and the Issuer agrees and covenants to cause to be kept and maintained at the corporate trust office of the Paying Agent/Registrar books and records (the *Security Register*) for the registration, payment, and transfer of the Bonds, all as provided herein, in accordance with the terms and provisions of a Paying Agent/Registrar Agreement, attached hereto, in substantially final form, as Exhibit B, and such reasonable rules and regulations as the Paying Agent/Registrar and the Issuer may prescribe. The Issuer covenants to maintain and provide a Paying Agent/Registrar at all times until the Bonds are paid and discharged, and any successor Paying Agent/Registrar shall be (i) a national or state banking institution, (ii) an association or a corporation organized and doing business under the laws of the United States or any state, authorized under such laws to exercise trust powers. The Paying Agent/Registrar shall be subject to supervision or examination by federal or state authority and shall be authorized by law to serve as a Paying Agent/Registrar.

The Issuer reserves the right to appoint a successor Paying Agent/Registrar upon providing the previous Paying Agent/Registrar with a certified copy of a resolution or order terminating such agency. Additionally, the Issuer agrees to promptly cause a written notice of this substitution to be sent to each Holder by United States mail, first-class postage prepaid, which notice shall also give the address of the corporate trust office of the successor Paying Agent/Registrar.

Principal of, premium, if any, and interest on the Bonds, due and payable by reason of Stated Maturity or otherwise, shall be payable only to the Holder whose name appears on the Security Register (i) on the Record Date (hereinafter defined) for purposes of paying interest on the Bonds, and (ii) on the date of surrender of the Bonds for purposes of receiving payment of principal thereof at the Bonds' Stated Maturity. The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder as the owner of a Bond for purposes of receiving payment and all other purposes whatsoever, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary.

Principal of and premium, if any, on the Bonds shall be payable only upon presentation and surrender of the Bonds to the Paying Agent/Registrar at its corporate trust office. Interest on the Bonds shall be paid to the Holder whose name appears in the Security Register at the close of business on the Record Date (the last business day of the month next preceding each Interest Payment Date for the Bonds and shall be paid (i) by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, by the Paying Agent/Registrar, to the address of the Holder appearing in the Security Register or (ii) by such other method, acceptable to the Paying Agent/Registrar, requested in writing by the Holder at the Holder's risk and expense.

If the date for the payment of the principal of, premium, if any, or interest on the Bonds shall be a Saturday, Sunday, a legal holiday, or a day on which banking institutions in the city where the corporate trust office of the Paying Agent/Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not such a day. The payment on such date shall have the same force and effect as if made on the original date any such payment on the Bonds was due.

In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received. Notice of the Special Record Date and of the scheduled payment date of the past due interest (which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder of a Bond appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

SECTION 4: Redemption. The Bonds are not subject to redemption prior to Stated Maturity.

SECTION 5: Registration - Transfer - Exchange of Bonds - Predecessor Bonds. The Paying Agent/Registrar shall obtain, record, and maintain in the Security Register the name and address of every owner of the Bonds or, if appropriate, the nominee thereof. Any Bond may, in accordance with its terms and the terms hereof, be transferred or exchanged for Bonds of like kind or of other authorized denominations upon the Security Register by the Holder, in person or by his duly authorized agent, upon surrender of such Bond to the Paying Agent/Registrar for cancellation, accompanied by a written instrument of transfer or request for exchange duly executed by the Holder or by his duly authorized agent, in form satisfactory to the Paying Agent/Registrar.

Upon surrender for transfer of any Bond (other than the Initial Bond authorized in Section 7 hereof) at the corporate trust office of the Paying Agent/Registrar, the Paying Agent/Registrar shall register and deliver, in the name of the designated transferee or transferees, one or more new Bonds executed on behalf of, and furnished by, the Issuer of authorized denomination and having the same Stated Maturity and of a like aggregate principal amount and interest rate as the Bond or Bonds surrendered for transfer.

At the option of the Holder, Bonds may be exchanged for other Bonds of authorized denominations and having the same Stated Maturity, bearing the same rate of interest, and of like aggregate principal amount as the Bonds surrendered for exchange, upon surrender of the Bonds

to be exchanged at the corporate trust office of the Paying Agent/Registrar. Whenever any Bonds are so surrendered for exchange, the Paying Agent/Registrar shall register and deliver new Bonds executed on behalf of, and furnished by, the Issuer to the Holder requesting the exchange.

All Bonds issued upon any transfer or exchange of Bonds shall be delivered at the corporate trust office of the Paying Agent/Registrar, or sent by United States registered mail to the Holder at his request, risk, and expense, and upon the delivery thereof, the same shall be the valid obligations of the Issuer, evidencing the same obligation to pay, and entitled to the same benefits under this Order, as the Bonds surrendered in such transfer or exchange.

All transfers or exchanges of Bonds pursuant to this Section shall be made without expense or service charge to the Holder, except as otherwise herein provided, and except that the Paying Agent/Registrar shall require payment by the Holder requesting such transfer or exchange of any tax or other governmental charges required to be paid with respect to such transfer or exchange.

Bonds canceled by reason of an exchange or transfer pursuant to the provisions hereof are hereby defined to be Predecessor Bonds, evidencing all or a portion, as the case may be, of the same debt evidenced by the new Bond or Bonds registered and delivered in the exchange or transfer therefor. Additionally, the term Predecessor Bonds shall include any Bond registered and delivered pursuant to Section 15 of this Order in lieu of a mutilated, lost, destroyed, or stolen Bond which shall be deemed to evidence the same obligation as the mutilated, lost, destroyed, or stolen Bond.

SECTION 6: Execution - Registration. The Bonds shall be executed on behalf of the Issuer by the President or Vice President of the Board of Trustees under its seal reproduced or impressed thereon and attested by the Secretary of the Board of Trustees. The signature of said officers on the Bonds may be manual, facsimile, or electronic. Bonds bearing the manual, facsimile, or electronic signatures of individuals who are or were the proper officers of the Issuer on the Bond Date shall be deemed to be duly executed on behalf of the Issuer, notwithstanding that such individuals or either of them shall cease to hold such offices at the time of delivery of the Bonds to the Purchasers and with respect to Bonds delivered in subsequent exchanges and transfers, all as authorized and provided in Chapter 1201, as amended, Texas Government Code.

No Bond shall be entitled to any right or benefit under this Order, or be valid or obligatory for any purpose, unless there appears on such Bond either a certificate of registration substantially in the form provided in Section 8C, executed by the Comptroller of Public Accounts of the State of Texas or his duly authorized agent by manual, facsimile, or electronic signature or otherwise, or a certificate of registration substantially in the form provided in Section 8D, executed by the Paying Agent/Registrar by manual, facsimile, or electronic signature. Either of these certificates upon any Bond shall be conclusive evidence, and the only evidence required, that such Bond has been duly certified or registered and delivered.

SECTION 7: Initial Bond. The Bonds herein authorized shall be initially issued as a single fully registered Bond in the aggregate principal amount of \$ _____ with principal installments to become due and payable as provided in Section 2 hereof and numbered T-1 (the *Initial Bond*), and the Initial Bond shall be registered in the name of the Purchasers or the designee thereof, as further described in Section 16 hereof. The Initial Bond shall be the Bond submitted to the Office of the Attorney General of the State of Texas for approval, certified and registered by

the Office of the Comptroller of Public Accounts of the State of Texas and delivered to the Purchasers. Any time after the delivery of the Initial Bond, the Paying Agent/Registrar, pursuant to written instructions from the Purchasers, or the designee thereof, shall cancel the Initial Bond delivered hereunder and exchange therefor definitive Bonds of like kind and of authorized denominations, Stated Maturities, principal amounts and bearing applicable interest rates for transfer and delivery to the Holders named at the addresses identified therefor; all pursuant to and in accordance with such written instructions from the Purchasers, or the designee thereof, and such other information and documentation as the Paying Agent/Registrar may reasonably require.

SECTION 8: Forms.

A. Forms Generally. The Bonds, the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the Registration Certificate of Paying Agent/Registrar, and the form of Assignment to be printed on each of the Bonds shall be substantially in the forms set forth in this Section with such appropriate insertions, omissions, substitutions, and other variations as are permitted or required by this Order and may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including the guarantee of the Permanent School Fund, insurance legends in the event the Bonds, or any Stated Maturities thereof, are insured, and any reproduction of an opinion of Bond Counsel (hereinafter referenced)) thereon as may, consistent herewith, be established by the Issuer or determined by the officers executing such Bonds as evidenced by their execution thereof. Any portion of the text of any Bond may be set forth on the reverse thereof, with an appropriate reference thereto on the face of the Bond.

The definitive Bonds shall be printed, lithographed, or engraved or produced in any other similar manner, all as determined by the officers executing the Bonds as evidenced by their execution thereof, but the Initial Bond submitted to the Attorney General of Texas may be typewritten or photocopied or otherwise reproduced.

B. Form of Definitive Bonds.

REGISTERED
NO. _____

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, SERIES 2024B

Bond Date:
July 1, 2024

Interest Rate:

Stated Maturity:

CUSIP NO:

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ AND NO/100 DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the Stated Maturity date specified above and to pay interest on the unpaid principal amount hereof from the Closing Date (anticipated to occur on or about July 16, 2024) or the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, at the per annum rate of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable to the Holder hereof, upon presentation and surrender, at the corporate trust office of the Paying Agent/Registrar executing the registration certificate appearing hereon, or its successor. Interest shall be payable to the Holder of this Bond (or one or more Predecessor Bonds, as defined in the Order hereinafter referenced) whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or before the appropriate date of payment, by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

This Bond is one of the series specified in its title issued in the aggregate principal amount of \$ _____ (the *Bonds*) pursuant to an order adopted by the Board of Trustees of the Issuer

(the *Order*) for the purpose of (i) refunding all or a portion of the principal, interest, and redemption premium on previously issued maintenance tax notes of the District styled “Canutillo Independent School District Maintenance Tax Notes, Series 2020”, dated June 1, 2020, and (ii) paying the costs of issuing the Bonds, pursuant to the authority conferred by an election held in the Issuer on May 4, 2024, and in conformity with the laws of the State of Texas, including Chapter 45, as amended, Texas Education Code and Chapter 1371, as amended, Texas Government Code.

The Bonds are payable from the proceeds of an ad valorem tax levied, without limit as to rate or amount, upon all taxable property within the Issuer.

As specified in the Order, the Bonds are not subject to redemption prior to Stated Maturity.

Reference is hereby made to the Order, a copy of which is on file in the corporate trust office of the Paying Agent/Registrar, and to all of the provisions of which the Holder by his acceptance hereof hereby assents, for definitions of terms; the description of and the nature and extent of the tax levied for the payment of the Bonds; the terms and conditions relating to the transfer or exchange of this Bond; the conditions upon which the Order may be amended or supplemented with or without the consent of the Holders; the rights, duties, and obligations of the Issuer and the Paying Agent/Registrar; the terms and provisions upon which this Bond may be discharged at its Stated Maturity and deemed to be no longer Outstanding thereunder; and for the other terms and provisions thereof. Capitalized terms used herein have the meanings assigned to them in the Order.

This Bond, subject to certain limitations contained in the Order, may be transferred only upon its presentation and surrender at the corporate trust office of the Paying Agent/Registrar, with the Assignment hereon duly endorsed by, or accompanied by a written instrument of transfer in form satisfactory to the Paying Agent/Registrar duly executed by, the Holder hereof, or his duly authorized agent, and such transfer is noted on the Security Register by the Paying Agent/Registrar. When a transfer occurs, one or more new fully registered Bonds of the same Stated Maturity, of authorized denominations, bearing the same rate of interest, and of the same principal amount that remains Outstanding will be issued to the designated transferee or transferees.

The Issuer and the Paying Agent/Registrar, and any agent of either, shall treat the Holder whose name appears on the Security Register (i) on the Record Date as the owner entitled to payment of interest hereon, (ii) on the date of surrender of this Bond as the owner entitled to payment of principal hereof at its Stated Maturity, and (iii) on any date as the owner for all other purposes, and neither the Issuer nor the Paying Agent/Registrar, or any agent of either, shall be affected by notice to the contrary. In the event of nonpayment of interest on a scheduled payment date and for thirty (30) days thereafter, a new record date for such interest payment (a *Special Record Date*) will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the Issuer. Notice of the Special Record Date and of the scheduled payment date of the past due interest (the Special Payment Date - which shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first-class postage prepaid, to the address of each Holder appearing on the Security Register at the close of business on the last business day next preceding the date of mailing of such notice.

It is hereby certified, recited, represented, and declared that the Issuer is a duly organized and legally existing governmental agency under and by virtue of the laws of the State of Texas; that the issuance of the Bonds is duly authorized by law; that all acts, conditions, and things required to exist and be done precedent to and in the issuance of the Bonds to render the same lawful and valid obligations of the Issuer have been properly done, have happened, and have been performed in regular and due time, form and manner as required by the laws of the State of Texas and the Order; that the Bonds do not exceed any constitutional or statutory limitations; and that due provision has been made for the payment of the principal of and interest on the Bonds by the levy of a tax as aforesaid. In case any provision in this Bond or application thereof shall be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions and applications of this Bond shall not in any way be affected or impaired thereby. The terms and provisions of this Bond and the Order shall be construed in accordance with and shall be governed by the laws of the State of Texas.

[The remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Board of Trustees of the Issuer has caused this Bond to be duly executed under its official seal.

CANUTILLO INDEPENDENT SCHOOL DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(ISSUER SEAL)

C. *Form of Registration Certificate of Comptroller of Public Accounts to appear on Initial Bond only.

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER OF §
PUBLIC ACCOUNTS §
THE STATE OF TEXAS § REGISTER NO. _____
§

I HEREBY CERTIFY that this Bond has been examined, certified as to validity and approved by the Attorney General of the State of Texas, and duly registered by the Comptroller of Public Accounts of the State of Texas.

WITNESS my signature and seal of office this _____

Comptroller of Public Accounts
of the State of Texas

(SEAL)

*NOTE TO PRINTER: Do Not Print on Definitive Bonds.

D. *Form of Registration Certificate of Paying Agent/Registrar to Appear on Definitive Bonds only.

REGISTRATION CERTIFICATE OF PAYING AGENT/REGISTRAR

This Bond has been duly issued under the provisions of the within-mentioned Order; the Bond or Bonds of the above entitled and designated series originally delivered having been approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts, as shown by the records of the Paying Agent/Registrar.

Registered this date: BOKF, NA, Dallas, Texas, as Paying
Agent/Registrar

By: _____
Authorized Signature

*NOTE TO PRINTER: Print on definitive Bonds.

E. Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns, and transfers unto (Print or typewrite name, address, and zip code of transferee): _____

(Social Security or other identifying number): _____
the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

DATED: _____

NOTICE: The signature on this assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular.

Signature guaranteed:

[The remainder of this page intentionally left blank.]

F. Form of Initial Bond.

The Initial Bond for the Bonds shall be in the form set forth therefor in paragraph B of this Section, except as follows:

Heading and first two paragraphs shall be amended to read as follows:

REGISTERED
NO. T-1

REGISTERED
PRINCIPAL AMOUNT
\$ _____

UNITED STATES OF AMERICA
STATE OF TEXAS
COUNTY OF EL PASO
CANUTILLO INDEPENDENT SCHOOL DISTRICT
UNLIMITED TAX REFUNDING BONDS, SERIES 2024B

Bond Date: July 1, 2024 Interest Rate: "As Shown Below" Stated Maturity: "As Shown Below" CUSIP NO: _____

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The Canutillo Independent School District (the *Issuer*), a body corporate and political subdivision in the County of El Paso, State of Texas, for value received, acknowledges itself indebted to and hereby promises to pay to the order of the Registered Owner named above (the *Holder*), or the registered assigns thereof, the Principal Amount specified above on the fifteenth day of August in each of the years and in the Principal Amounts and bearing interest at the per annum rates in accordance with the following schedule:

<u>Years of Stated Maturity</u>	<u>Principal Amounts (\$)</u>	<u>Interest Rates (%)</u>
-------------------------------------	-----------------------------------	-------------------------------

(Information to be inserted from schedule in Section 2 hereof).

and to pay interest on the unpaid Principal Amount hereof from the Closing Date (anticipated to occur on or about July 16, 2024) or from the most recent Interest Payment Date (hereinafter defined) to which interest has been paid or duly provided for, to Stated Maturity, while Outstanding, at the per annum rates of interest specified above computed on the basis of a 360-day year of twelve 30-day months; such interest being payable initially on February 15, 2025, and semiannually on each August 15 and February 15 thereafter (each, an *Interest Payment Date*).

Principal and premium, if any, of this Bond shall be payable at its Stated Maturity, while Outstanding, to the Holder hereof, upon its presentation and surrender, at the corporate trust office of BOKF, NA, Dallas, Texas (the *Paying Agent/Registrar*). Interest shall be payable to the Holder

of this Bond whose name appears on the Security Register maintained by the Paying Agent/Registrar at the close of business on the Record Date, which is the last business day of the month next preceding each Interest Payment Date. All payments of principal of, premium, if any, and interest on this Bond shall be in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Interest shall be paid by the Paying Agent/Registrar by check sent on or prior to the appropriate date of payment by United States mail, first-class postage prepaid, to the Holder hereof at the address appearing in the Security Register or by such other method, acceptable to the Paying Agent/Registrar, requested by, and at the risk and expense of, the Holder hereof.

[END OF FORMS]

G. Permanent School Fund or Insurance Legends. If bond insurance is obtained by the Purchasers, or if the Bonds are guaranteed by the Permanent School Fund of the State of Texas, the definitive Bonds and the Initial Bond shall bear an appropriate legend as provided by the insurer or the Texas Education Agency, as applicable, to appear under the following header:

[BOND INSURANCE] or [PERMANENT SCHOOL FUND GUARANTEE]

SECTION 9: Definitions. For all purposes of this Order (as defined below), except as otherwise expressly provided or unless the context otherwise requires: (i) the terms defined in this Section have the meanings assigned to them in this Section, and certain terms used in Section 40 of this Order have the meanings assigned to them in Section 40 of this Order, and all such terms, include the plural as well as the singular; (ii) all references in this Order to designated “Sections” and other subdivisions are to the designated Sections and other subdivisions of this Order as originally adopted; and (iii) the words “herein”, “hereof”, and “hereunder” and other words of similar import refer to this Order as a whole and not to any particular Section or other subdivision.

A. The term *Authorized Official* shall mean each of the President, Board of Trustees, the Secretary, Board of Trustees, the Superintendent of Schools and the Chief Business Officer, (or any successor to any of the aforementioned persons serving, or any person serving on an interim basis or in an acting position in the indicated capacity).

B. The term *Closing Date* shall mean the date of physical delivery of the Initial Bond in exchange for the payment of the agreed purchase price for the Bonds.

C. The term *Government Securities* shall mean (i) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by, the United States of America; (ii) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; (iii) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date the governing body of the Issuer adopts or approves the proceedings authorizing the issuance of refunding bonds, are rated as to investment quality by a nationally recognized investment rating firm not less than AAA or its equivalent; or

(iv) any additional securities and obligations hereafter authorized by the laws of the State of Texas as eligible for use to accomplish the discharge of obligations such as the Bonds.

D. The term *Holder or Holders* shall mean the registered owner or owners of the Bonds appearing on the Security Register maintained by the Paying Agent/Registrar.

E. The term *Interest Payment Date* shall mean the date interest is payable on the Bonds, being semiannually on each February 15 and August 15, commencing February 15, 2025, while any of the Bonds remain Outstanding.

F. The term *Order* shall mean this order adopted by the Board of Trustees on the date hereof.

G. The term *Outstanding* shall mean, as of the date of determination, all Bonds issued and delivered under this Order, except:

- (1) those Bonds canceled by the Paying Agent/Registrar or delivered to the Paying Agent/Registrar for cancellation;
- (2) those Bonds for which payment has been duly provided by the Issuer in accordance with the provisions of Section 22 of this Order; and
- (3) those Bonds that have been mutilated, destroyed, lost, or stolen and replacement Bonds have been registered and delivered in lieu thereof as provided in Section 15 of this Order.

H. The term *Purchasers* shall mean the initial purchasers of the Bonds named in Section 16 of this Order.

I. The term *Stated Maturity* shall mean the annual principal payments of the Bonds payable on August 15 of each year as set forth in Section 2 of this Order.

SECTION 10: Bond Fund - Investments. For the purpose of paying the principal of, premium, if any, and interest on the Bonds at Stated Maturity, there shall be and is hereby created a special Fund to be designated "SERIES 2024B CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS INTEREST AND SINKING FUND" (the *Bond Fund*), which Fund shall be kept and maintained at the Issuer's depository bank, and money deposited in such Fund shall be used for no other purpose and shall be maintained as provided in Section 20. Any Authorized Official of the Issuer is hereby authorized and directed to make withdrawals from the Bond Fund sufficient to pay the principal of and interest on the Bonds as the same become due and payable, or the purchase price thereof, and shall cause to be transferred to the Paying Agent/Registrar from money on deposit in the Bond Fund an amount sufficient to pay the purchase price or the amount of principal, premium, if any, and/or interest stated to mature on the Bonds, such transfer of funds to the Paying Agent/Registrar to be made in such manner as will cause immediately available funds to be deposited with the Paying Agent/Registrar on or before the last business day next preceding each interest and principal payment date for the Bonds. To the extent that the Issuer receives an allocation from the Existing Debt Allotment or the Instructional Facilities Allotment established pursuant to Chapter 46, as amended, Texas Education Code or credits a portion of its Basic Allotment established pursuant to Subchapter B

of Chapter 42, as amended, Texas Education Code, in order to satisfy Section 45.0031, as amended, Texas Education Code, the Issuer will comply with the provisions of Section 46.009(d), as amended, Texas Education Code and the aforementioned Section 45.0031 concerning the deposit of these funds into the Bond Fund.

Pending the transfer of funds to the Paying Agent/Registrar, money in any fund created and established pursuant to the provisions of this Order may, at the option of the Issuer, be placed in time deposits, certificates of deposit, guaranteed investment contracts, or similar contractual agreements as permitted by the provisions of the Public Funds Investment Act, as amended, Chapter 2256, Texas Government Code, secured (to the extent not insured by the Federal Deposit Insurance Corporation) by obligations of the type hereinafter described, or be invested, as authorized by any law, including investments held in book-entry form, in securities including, but not limited to, direct obligations of the United States of America, obligations guaranteed or insured by the United States of America, which, in the opinion of the Attorney General of the United States, are backed by its full faith and credit or represent its general obligations, or invested in indirect obligations of the United States of America, including, but not limited to, evidences of indebtedness issued, insured or guaranteed by such governmental agencies as the Federal Land Banks, Federal Intermediate Credit Banks, Banks for Cooperatives, Federal Home Loan Banks, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Association, Small Business Administration, or Federal Housing Association; provided that all such deposits and investments shall be made in such a manner that the money required to be expended from the Bond Fund will be available at the proper time or times. All interest and income derived from deposits and investments in any funds created pursuant to the provisions of this Order shall be credited to, and any losses debited to, such fund. All such investments shall be sold promptly when necessary to prevent any default in connection with the Bonds.

SECTION 11: Levy of Taxes - Surplus Bond Proceeds. To provide for the payment of Bonds, there is hereby levied, and there shall be annually assessed and collected in due time, form, and manner, a tax on all taxable property in the Issuer, without legal limit as to rate or amount, sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same becomes due and payable; and such tax hereby levied on each one hundred dollars valuation of taxable property in the Issuer for the payment of the Bonds shall be at a rate from year to year as will be ample and sufficient to provide funds each year to pay the principal of, premium, if any, and interest on the Bonds, while any Bond remains Outstanding; full allowance being made for delinquencies and costs of collection. The taxes levied, assessed, and collected for and on account of the Bonds shall be accounted for separate and apart from all other funds of the Issuer and shall be deposited into the Bond Fund; and such tax hereby levied, and to be assessed and collected annually, is hereby pledged to the payment of the Bonds.

Any taxes collected after the Closing Date pertaining to the Refunded Obligations shall be deposited into the Bond Fund. In addition, any surplus proceeds, including investment income therefrom, from the sale of the Bonds (which includes unspent investment income from Bond proceeds) not expended for authorized purposes shall be deposited into the Interest and Sinking Fund, and such amounts so deposited shall reduce the sum otherwise required to be deposited in the Interest and Sinking Fund from ad valorem taxes.

SECTION 12: Security of Funds. All money on deposit in the Fund for which this Order makes provision (except any portion thereof as may be at any time properly invested as provided herein) shall be secured in the manner and to the fullest extent required by the laws of Texas for the security of public funds, and money on deposit in such Fund shall be used only for the purposes permitted by this Order.

SECTION 13: Notices to Holders - Waiver. Wherever this Order provides for notice to Holders of any event, such notice shall be sufficiently given (unless otherwise herein expressly provided) if in writing and sent by United States mail, first-class postage prepaid, to the address of each Holder as it appears in the Security Register.

In any case where notice to Holders is given by mail, neither the failure to mail such notice to any particular Holders, nor any defect in any notice so mailed, shall affect the sufficiency of such notice with respect to all other Holders. Where this Order provides for notice in any manner, such notice may be waived in writing by the Holder entitled to receive such notice, either before or after the event with respect to which such notice is given, and such waiver shall be the equivalent of such notice. Waivers of notice by Holders shall be filed with the Paying Agent/Registrar, but such filing shall not be a condition precedent to the validity of any action taken in reliance upon such waiver.

SECTION 14: Cancellation. All Bonds surrendered for payment, redemption, transfer, exchange, or replacement, if surrendered to the Paying Agent/Registrar, shall be promptly canceled by it and, if surrendered to the Issuer, shall be delivered to the Paying Agent/Registrar and, if not already canceled, shall be promptly canceled by the Paying Agent/Registrar. The Issuer may at any time deliver to the Paying Agent/Registrar for cancellation any Bonds previously certified or registered and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly canceled by the Paying Agent/Registrar. All canceled Bonds held by the Paying Agent/Registrar shall be destroyed as directed by the Issuer.

SECTION 15: Mutilated - Destroyed - Lost and Stolen Bonds. If (1) any mutilated Bond is surrendered to the Paying Agent/Registrar, or the Issuer and the Paying Agent/Registrar receive evidence to their satisfaction of the destruction, loss, or theft of any Bond, and (2) there is delivered to the Issuer and the Paying Agent/Registrar such security or indemnity as may be required to save each of them harmless, then, in the absence of notice to the Issuer or the Paying Agent/Registrar that such Bond has been acquired by a bona fide purchaser, the Issuer shall execute and, upon its request, the Paying Agent/Registrar shall register and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost, or stolen Bond, a new Bond of the same Stated Maturity, interest rate, and of like tenor and principal amount, bearing a number not contemporaneously outstanding.

In case any such mutilated, destroyed, lost, or stolen Bond has become or is about to become due and payable, the Issuer in its discretion may, instead of issuing a new Bond, pay such Bond.

Upon the issuance of any new Bond, or payment in lieu thereof, under this Section, the Issuer may require payment by the Holder of a sum sufficient to cover any tax or other governmental charge imposed in relation thereto and any other expenses or charges (including attorney's fees and the fees and expenses of the Paying Agent/Registrar) connected therewith.

Every new Bond issued pursuant to this Section in lieu of any mutilated, destroyed, lost, or stolen Bond shall constitute a replacement of the prior obligation of the Issuer, whether or not the mutilated, destroyed, lost, or stolen Bond shall be at any time enforceable by anyone, and shall be entitled to all the benefits of this Order equally and ratably with all other Outstanding Bonds.

The provisions of this Section are exclusive and shall preclude (to the extent lawful) all other rights and remedies with respect to the replacement and payment of mutilated, destroyed, lost or stolen Bonds.

SECTION 16: Sale of Bonds at a Negotiated Sale – Authorization of Purchase Contract – Official Statement Approval – Use of Proceeds. The Bonds authorized by this Order are hereby sold by the District to _____, _____, _____, as the authorized representative of a group of underwriters at a negotiated sale (the *Purchasers*, having all the rights, benefits, and obligations of a Holder), in accordance with the provisions of a Purchase Contract (the *Purchase Contract*), dated _____, 2024, attached hereto as Exhibit C and incorporated herein by reference as a part of this Order for all purposes. The pricing and terms of the sale of the Bonds are hereby found and determined to be the most advantageous reasonably obtainable by the Issuer. The Initial Bond shall be registered in the name of _____. Any Authorized Official is hereby authorized and directed to execute the Purchase Contract for and on behalf of the Issuer and as the act and deed of this Board, and in regard to the approval and execution of the Purchase Contract, the Board hereby finds, determines and declares that the representations, warranties, and agreements of the Issuer contained in the Purchase Contract are true and correct in all material respects and shall be honored and performed by the Issuer. Delivery of the Bonds to the Purchasers shall occur as soon as practicable after the adoption of this Order, upon payment therefor in accordance with the terms of the Purchase Contract.

Furthermore, the District hereby ratifies, confirms, and approves in all respects (i) the Issuer's prior determination that the Preliminary Official Statement was, as of its date, "deemed final" in accordance with the Rule (hereinafter defined) and (ii) the use and distribution of the Preliminary Official Statement by the Purchasers in connection with the public offering and sale of the Bonds. The final Official Statement, being a modification and amendment of the Preliminary Official Statement to reflect the terms of sale (together with such changes approved by any Authorized Official), shall be and is hereby in all respects approved and the Purchasers are hereby authorized to use and distribute the final Official Statement, dated _____, 2024, in the reoffering, sale and delivery of the Bonds to the public. The President and the Secretary of the Board of Trustees are further authorized and directed to manually, facsimile, or electronically execute and deliver for and on behalf of the Issuer copies of the Official Statement in final form as may be required by the Purchasers, and such final Official Statement in the form and content manually, facsimile, or electronically executed by said officials shall be deemed to be approved by the Board and constitute the Official Statement authorized for distribution and use by the Purchasers. The proper officials of the Issuer are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Proceeds from the sale of the Bonds shall be applied as follows:

A. The District received a [net] reoffering premium from the sale of the Bonds of \$ _____, which is hereby allocated by the District in the following manner: (1) \$ _____ to pay the Purchasers' compensation, and (2) \$ _____ shall be used to pay certain other costs of issuance; and; and

B. The balance of the proceeds derived from the sale of the Bonds (including the portion of the [net] reoffering premium in the amount of \$ _____ as described in paragraph A above and principal amount of \$ _____ derived from the sale of the Bonds) (after paying other costs of issuance and the other deposits referred to in Paragraph A above), shall be deposited to the Escrow Fund, plus \$ _____ as the rounding amount, and no accrued interest shall be deposited to the District's General Fund. Interest earned on the proceeds of the Bonds shall be accounted for, maintained, deposited, and expended as permitted by the provisions of Chapter 1201, as amended, Texas Government Code, or as required by any other applicable law. Thereafter, such amounts shall be expended in accordance with Section 11.

SECTION 17: Escrow Deposit Letter Approval and Execution. The Escrow Deposit Letter dated as of May 28, 2024 (the *Agreement*) by and between the District and BOKF, NA, Dallas, Texas (the *Escrow Agent*), attached hereto as Exhibit D and incorporated herein by reference as a part of this Order for all purposes, is hereby approved as to form and content, and such Agreement in substantially the form and substance attached hereto, together with such changes or revisions as may be necessary to accomplish the refunding or benefit the District, is hereby authorized to be executed by any Authorized Official for and on behalf of the District and as the act and deed of the Board of Trustees; and such Agreement as executed by said officials shall be deemed approved by the Board and constitute the Agreement herein approved.

Furthermore, any Authorized Official, any one or more of said officials, and Bond Counsel in cooperation with the Escrow Agent are hereby authorized and directed to make the necessary arrangements for the purchase of the Escrowed Securities, if any, referenced in the Agreement and the delivery thereof to the Escrow Agent on the day of delivery of the Bonds to the Purchasers for deposit to the credit of the "CANUTILLO INDEPENDENT SCHOOL DISTRICT UNLIMITED TAX REFUNDING BONDS, SERIES 2024B ESCROW FUND" (the *Escrow Fund*), including the execution of the subscription forms, if any, for the purchase and issuance of the "United States Treasury Securities - State and Local Government Series" for deposit to the Escrow Fund; all as contemplated and provided by the provisions of the Act, this Order, and the Agreement.

SECTION 18: Proceeds of Sale - Contribution from District. Immediately following the delivery of the Bonds, certain proceeds of the sale along with a cash contribution, if any, from the District (less certain costs of issuance, and accrued interest, if any, received from the Purchasers of the Bonds) shall be deposited with the Escrow Agent for application and disbursement in accordance with the provisions of the Agreement. The proceeds of sale of the Bonds not so deposited with the Escrow Agent for the refunding of the Refunded Obligations shall be disbursed for payment of costs of issuance or deposited in the Interest and Sinking Fund for the Bonds, all in accordance with written instructions from any Authorized Official. Amounts held in the interest and sinking fund(s) of the Refunded Obligations and not used as part of the District's contribution

to the Escrow Fund, if any, shall be deposited into the Interest and Sinking Fund and used to pay principal on the Bonds.

Additionally, on or immediately prior to the date of the initial delivery of the Bonds to the Purchasers, an Authorized Official shall cause to be transferred any necessary funds in immediately available funds to the Escrow Agent from money on deposit in the interest and sinking fund(s) maintained for the payment of the Refunded Obligations to accomplish the refunding of the Refunded Obligations.

SECTION 19: Redemption of Refunded Obligations. The Refunded Obligations referenced in the preamble hereof become subject to redemption prior to their stated maturities at the price of par and accrued interest to the date of redemption. The District shall give written notice to the paying agent that the Refunded Obligations have been called for redemption, and the Board of Trustees orders that such obligations are called for redemption on the redemption date set forth on Schedule I attached hereto, and such order to redeem the Refunded Obligations on such date shall be irrevocable upon the delivery of the Bonds. A copy of the notice of redemption pertaining to the Refunded Obligations is attached to this Order as Exhibit E and is incorporated herein by reference for all purposes. The paying agent is authorized and instructed to provide notice of this redemption to the holders of the Refunded Obligations in the form and manner described in the order authorizing the issuance of the Refunded Obligations.

SECTION 20: Covenants to Maintain Tax-Exempt Status.

A. Covenants. The Issuer covenants to take any action necessary to assure, or refrain from any action which would adversely affect, the treatment of the Bonds as obligations described in section 103 of the Internal Revenue Code of 1986, as amended (the *Code*), the interest on which is not includable in the “gross income” of the holder for purposes of federal income taxation. In furtherance thereof, the Issuer covenants as follows:

(1) to take any action to assure that no more than 10 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited to a reserve fund, if any) are used for any “private business use,” as defined in section 141(b)(6) of the Code or, if more than 10 percent of the proceeds or the projects financed therewith are so used, such amounts, whether or not received by the Issuer, with respect to such private business use, do not, under the terms of this Order or any underlying arrangement, directly or indirectly, secure or provide for the payment of more than 10 percent of the debt service on the Bonds, in contravention of section 141(b)(2) of the Code;

(2) to take any action to assure that in the event that the “private business use” described in subsection (1) hereof exceeds 5 percent of the proceeds of the Bonds or the projects financed therewith (less amounts deposited into a reserve fund, if any) then the amount in excess of 5 percent is used for a “private business use” which is “related” and not “disproportionate,” within the meaning of section 141(b)(3) of the Code, to the governmental use;

(3) to take any action to assure that no amount which is greater than the lesser of \$5,000,000, or 5 percent of the proceeds of the Bonds (less amounts deposited into a

reserve fund, if any) is directly or indirectly used to finance loans to persons, other than state or local governmental units, in contravention of section 141(c) of the Code;

(4) to refrain from taking any action which would otherwise result in the Bonds being treated as “private activity bonds” within the meaning of section 141(b) of the Code;

(5) to refrain from taking any action that would result in the Bonds being “federally guaranteed” within the meaning of section 149(b) of the Code;

(6) to refrain from using any portion of the proceeds of the Bonds, directly or indirectly, to acquire or to replace funds which were used, directly or indirectly, to acquire investment property (as defined in section 148(b)(2) of the Code) which produces a materially higher yield over the term of the Bonds, other than investment property acquired with -

(a) proceeds of the Bonds invested for a reasonable temporary period of 3 years or less or, in the case of a refunding bond, for a period of 90 days or less until such proceeds are needed for the purpose for which the bonds are issued,

(b) amounts invested in a bona fide debt service fund, within the meaning of section 1.148-1(b) of the Treasury Regulations, and

(c) amounts deposited in any reasonably required reserve or replacement fund to the extent such amounts do not exceed 10 percent of the proceeds of the Bonds;

(7) to otherwise restrict the use of the proceeds of the Bonds or amounts treated as proceeds of the Bonds, as may be necessary, so that the Bonds do not otherwise contravene the requirements of section 148 of the Code (relating to arbitrage);

(8) to refrain from using the proceeds of the Bonds or proceeds of any prior bonds to pay debt service on another issue more than 90 days after the date of issue of the Bonds in contravention of the requirements of section 149(d) of the Code (relating to advance refundings); and

(9) to pay to the United States of America at least once during each five-year period (beginning on the date of delivery of the Bonds) an amount that is at least equal to 90 percent of the “Excess Earnings”, within the meaning of section 148(f) of the Code and to pay to the United States of America, not later than 60 days after the Bonds have been paid in full, 100 percent of the amount then required to be paid as a result of Excess Earnings under section 148(f) of the Code.

B. Rebate Fund. In order to facilitate compliance with the above covenant (8), a “Rebate Fund” is hereby established by the Issuer for the sole benefit of the United States of America, and such fund shall not be subject to the claim of any other person, including without limitation the Holders of the Bonds. The Rebate Fund is established for the additional purpose of compliance with section 148 of the Code.

C. Proceeds. The Issuer understands that the term “proceeds” includes “disposition proceeds” as defined in the Treasury Regulations and, in the case of refunding bonds, transferred proceeds (if any) and proceeds of the refunded bonds expended prior to the date of issuance of the Bonds and any replacement funds administered by the Texas State Board of Education as part of the Permanent School Fund. It is the understanding of the Issuer that the covenants contained herein are intended to assure compliance with the Code and any regulations or rulings promulgated by the U.S. Department of the Treasury pursuant thereto. In the event that regulations or rulings are hereafter promulgated which modify or expand provisions of the Code, as applicable to the Bonds, the Issuer will not be required to comply with any covenant contained herein to the extent that such failure to comply, in the opinion of nationally recognized bond counsel, will not adversely affect the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In the event that regulations or rulings are hereafter promulgated which impose additional requirements which are applicable to the Bonds, the Issuer agrees to comply with the additional requirements to the extent necessary, in the opinion of nationally recognized bond counsel, to preserve the exemption from federal income taxation of interest on the Bonds under section 103 of the Code. In furtherance of such intention, the Issuer hereby authorizes and directs any Authorized Official to execute any documents, certificates or reports required by the Code and to make such elections, on behalf of the Issuer, which may be permitted by the Code as are consistent with the purpose for the issuance of the Bonds.

D. Allocation Of, and Limitation On, Expenditures for the Project. The Issuer covenants to account for the expenditure of sale proceeds and investment earnings to be used for the purposes described in Section 1 of this Order (the *Project*) on its books and records in accordance with the requirements of the Code. The Issuer recognizes that in order for the proceeds to be considered used for the reimbursement of costs, the proceeds must be allocated to expenditures within 18 months of the later of the date that (1) the expenditure is made, or (2) the Project is completed; but in no event later than three years after the date on which the original expenditure is paid. The foregoing notwithstanding, the Issuer recognizes that in order for proceeds to be expended under the Code, the sale proceeds or investment earnings must be expended no more than 60 days after the earlier of (1) the fifth anniversary of the delivery of the Bonds, or (2) the date the Bonds are retired. The Issuer agrees to obtain the advice of nationally-recognized bond counsel if such expenditure fails to comply with the foregoing to assure that such expenditure will not adversely affect the tax-exempt status of the Bonds. For purposes hereof, the issuer shall not be obligated to comply with this covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

E. Disposition of Project. The Issuer covenants that the property constituting the Project will not be sold or otherwise disposed in a transaction resulting in the receipt by the Issuer of cash or other compensation, unless any action taken in connection with such disposition will not adversely affect the tax-exempt status of the Bonds. For purpose of the foregoing, the Issuer may rely on an opinion of nationally-recognized bond counsel that the action taken in connection with such sale or other disposition will not adversely affect the tax-exempt status of the Bonds. For purposes of the foregoing, the portion of the property comprising personal property and disposed in the ordinary course shall not be treated as a transaction resulting in the receipt of cash or other compensation. For purposes hereof, the Issuer shall not be obligated to comply with this

covenant if it obtains an opinion that such failure to comply will not adversely affect the excludability for federal income tax purposes from gross income of the interest.

F. Written Procedures. Unless superseded by another action of the Issuer, to ensure compliance with the covenants contained herein regarding private business use, remedial actions, arbitration and rebate, the Board hereby adopts and establishes the instructions attached hereto as Exhibit G, as the Issuer's written procedures.

G. Reimbursement. This Order is intended to satisfy the official requirements set forth in section 1.150-2 of the Treasury Regulations.

SECTION 21: Control and Custody of Bonds. The President of the Board of Trustees shall be and is hereby authorized to take and have charge of all necessary orders and records pending investigation by the Attorney General of the State of Texas, including the printing and supply of definitive Bonds, and shall take and have charge and control of the Initial Bond pending approval by the Attorney General, the registration thereof by the Comptroller of Public Accounts, and the delivery thereof to the Purchasers.

Furthermore, each Authorized Official is hereby authorized and directed to furnish and execute such documents relating to the Issuer and its financial affairs as may be necessary for the issuance of the Bonds, the approval of the Attorney General and their registration by the Comptroller of Public Accounts and, together with the Issuer's Financial Advisor, Bond Counsel, and the Paying Agent/Registrar, make the necessary arrangements for the delivery of the Initial Bond to the Purchasers and the initial exchange thereof for definitive Bonds.

SECTION 22: Satisfaction of Obligation of Issuer. If the District shall pay or cause to be paid, or there shall otherwise be paid to the Holders, the principal and interest on the Bonds, at the times and in the manner stipulated in this Order, then the pledge of taxes levied under this Order and all covenants, agreements, and other obligations of the District to the Holders shall thereupon cease, terminate, and be discharged and satisfied.

Bonds, or any principal amounts thereof, shall be deemed to have been paid within the meaning and with the effect expressed above in this Section when (i) money sufficient to pay in full such Bonds or the principal amounts at Stated Maturity, together with all interest due thereon, shall have been irrevocably deposited with and held in trust by the Paying Agent/Registrar, or an authorized escrow agent, and/or (ii) Government Securities shall have been irrevocably deposited in trust with the Paying Agent/Registrar, or an authorized escrow agent, which Government Securities will mature as to principal and interest in such amounts and at such times as will insure the availability, without reinvestment, of sufficient money, together with any money deposited therewith, if any, to pay when due the principal of and interest on such Bonds, or the principal amounts of thereof, on and prior to the Stated Maturity thereof. In the event of a defeasance of the Bonds, the District shall deliver a certificate from its financial advisor, an independent accounting firm, the Paying Agent/Registrar, or another qualified third party concerning the deposit of cash and/or Government Securities to pay, when due, the principal and interest due on any defeased Bonds. To the extent applicable, if at all, the District covenants that no deposit of money or Government Securities will be made under this Section and no use made of any such deposit which

would cause the Bonds to be treated as arbitrage bonds within the meaning of section 148 of the Code.

Any money so deposited with the Paying Agent/Registrar, and all income from Government Securities held in trust by the Paying Agent/Registrar, or an authorized escrow agent, pursuant to this Section which is not required for the payment of the Bonds, or any principal amounts thereof, or interest thereon with respect to which such money has been so deposited shall be remitted to the District or deposited as directed by the District. Furthermore, any money held by the Paying Agent/Registrar for the payment of the principal and interest on the Bonds and remaining unclaimed for a period of three (3) years after the Stated Maturity of the Bonds such money was deposited and is held in trust to pay shall, upon the request of the District, be remitted to the District against a written receipt therefor, subject to the unclaimed property laws of the State of Texas.

SECTION 23: Order a Contract – Amendments – Outstanding Bonds. The Issuer acknowledges that the covenants and obligations of the Issuer herein contained are a material inducement to the purchase of the Bonds. This Order shall constitute a contract with the Holders from time to time, shall be binding on the Issuer, and shall not be amended or repealed by the Issuer so long as any Bond remains Outstanding except as permitted in this Section. The Issuer, may, without the consent of or notice to any Holders, from time to time and at any time, amend this Order in any manner not detrimental to the interests of the Holders, including the curing of any ambiguity, inconsistency, or formal defect or omission herein. In addition, the Issuer may, with the written consent of Holders holding a majority in aggregate principal amount of the Bonds then Outstanding affected thereby, amend, add to, or rescind any of the provisions of this Order; provided that, without the consent of all Holders of Outstanding Bonds, no such amendment, addition, or rescission shall (1) extend the time or times of payment of the principal of, premium, if any, and interest on the Bonds, reduce the principal amount thereof, the redemption price therefor, or the rate of interest thereon, or in any other way modify the terms of payment of the principal of, premium, if any, or interest on the Bonds, (2) give any preference to any Bond over any other Bond, or (3) reduce the aggregate principal amount of Bonds required for consent to any such amendment, addition, or rescission.

SECTION 24: Facilities Allotment Revenues. In connection with the issuance of the Bonds, the Issuer may make application to the Texas Education Agency for financial assistance from the State of Texas (the *State*) in accordance with the instructional facilities allotment funding program established pursuant to Chapter 46, as amended, Texas Education Code (the *Program*). In each fiscal year in which the Issuer received funding under the existing debt allotment program, the Program, or any successor State funding programs which provide a debt service subsidy for the Bonds (such funds being collectively referred to herein as Debt Subsidy Funds), the Issuer shall deposit immediately upon receipt the Debt Subsidy Funds received to the credit of the Bond Fund created pursuant to Section 10. Notwithstanding the requirements of Section 11, if the Debt Subsidy Funds are actually on deposit in the Bond Fund in advance of the time when ad valorem taxes are scheduled to be levied for any year, then the amount of taxes which otherwise would have been required to be levied pursuant to Section 11 shall be reduced to the extent and by the amount of the Debt Subsidy Funds then on deposit in the Bond Fund.

SECTION 25: Remedies in Event of Default. In addition to all the rights and remedies provided by the laws of the State of Texas, the Issuer covenants and agrees particularly that in the event the Issuer (a) defaults in the payments to be made to the Bond Fund, or (b) defaults in the observance or performance of any other of the covenants, conditions, or obligations set forth in this Order, the Holders of any of the Bonds shall be entitled to a writ of mandamus issued by a court of proper jurisdiction compelling and requiring the Board of Trustees and other officers of the Issuer to observe and perform any covenant, condition, or obligation prescribed in this Order.

No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised from time to time and as often as may be deemed expedient. The specific remedies herein provided shall be cumulative of all other existing remedies and the specification of such remedies shall not be deemed to be exclusive.

SECTION 26: Printed Opinion. The Purchasers' obligation to accept delivery of the Bonds is subject to its being furnished a final opinion of Cantu Harden Montoya LLP, San Antonio, Texas, as Bond Counsel, approving certain legal matters as to the Bonds, the opinion to be dated and delivered as of the date of initial delivery and payment for such Bonds. Printing of a true and correct copy of the opinion on the reverse side of each of the Bonds, with an appropriate certificate pertaining thereto executed by the facsimile signature of the Secretary of the Board of Trustees, is hereby approved and authorized.

SECTION 27: CUSIP Numbers. CUSIP numbers may be printed on the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds shall be of no significance or effect as regards the legality thereof and neither the Issuer nor Bond Counsel are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

SECTION 28: Effect of Headings. The Section headings herein are for convenience only and shall not affect the construction hereof.

SECTION 29: Benefits of Order. Nothing in this Order, expressed or implied, is intended or shall be construed to confer upon any person other than the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, Purchasers, and the Holders, any right, remedy, or claim, legal or equitable, under or by reason of this Order or any provision hereof, this Order and all its provisions being intended to be and being for the sole and exclusive benefit of the Issuer, the Paying Agent/Registrar, Bond Counsel, Financial Advisor, the Purchasers, and the Holders.

SECTION 30: Inconsistent Provisions. All orders, or parts thereof, which are in conflict or inconsistent with any provision of this Order are hereby repealed to the extent of such conflict, and the provisions of this Order shall be and remain controlling as to the matters herein provided.

SECTION 31: Construction of Terms. If appropriate in the context of this Order, words of the singular number shall be considered to include the plural, words of the plural number shall be considered to include the singular, and words of the masculine, feminine or neuter gender shall be considered to include the other genders.

SECTION 32: Governing Law. This Order shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 33: Severability. If any provision of this Order or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Order and the application thereof to other persons or circumstances shall nevertheless be valid, and the Board hereby declares that this Order would have been enacted without such invalid provision.

SECTION 34: Public Meeting. It is officially found, determined, and declared that the meeting at which this Order is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Order, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 35: Authorization of Paying Agent/Registrar Agreement. The Board hereby finds and determines that it is in the best interest of the Issuer to authorize the execution of a Paying Agent/Registrar Agreement pertaining to the registration, transferability, exchange, and payment of the Bonds. A copy of the Paying Agent/Registrar Agreement is attached hereto, in substantially final form, as Exhibit B and is incorporated herein by reference as fully as if recopied in its entirety in this Order.

SECTION 36: Authorization of Contracts with Financial Advisor and/or Bond Counsel. The Board authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary financial advisory contracts with Nickel Hayden Advisors, as the financial advisor to the District (the Financial Advisor). The City understands that under applicable federal securities laws and regulations that the District must have a contractual arrangement with its Financial Advisor relating to the sale, issuance, and delivery of the Bonds. In addition, the Board also authorizes the President of the Board of Trustees and/or the Superintendent of Schools, or their designees, to take all actions necessary to execute any necessary engagement agreement with Cantu Harden Montoya LLP, as Bond Counsel, Tax Counsel, and Disclosure Counsel to the District in connection with the issuance of the Bonds.

SECTION 37: Incorporation of Preamble Recitals. The recitals contained in the preamble to this Order are hereby found to be true, and such recitals are hereby made a part of this Order for all purposes and are adopted as a part of the judgment and findings of the Board.

SECTION 38: Unavailability of Authorized Publication. If, because of the temporary or permanent suspension of any newspaper, journal, or other publication, or, for any reason, publication of notice cannot be made meeting any requirements herein established, any notice required to be published by the provisions of this Order shall be given in such other manner and at such time or times as in the judgment of the Issuer or of the Paying Agent/Registrar shall most effectively approximate such required publication and the giving of such notice in such manner shall for all purposes of this Order be deemed to be in compliance with the requirements for publication thereof.

SECTION 39: No Recourse Against Issuer Officials. No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or on this Order against any official of the Issuer or any person executing any Bond.

SECTION 40: Continuing Disclosure Undertaking.

A. Definitions.

As used in this Section, the following terms have the meanings ascribed to such terms below:

EMMA means the MSRB's Electronic Municipal Market Access system, accessible by the general public, without charge, on the internet through the uniform resource locator (URL) <http://www.emma.msrb.org>.

Financial Obligation means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

MSRB means the Municipal Securities Rulemaking Board.

Rule means SEC Rule 15c2-12, as amended from time to time.

SEC means the United States Securities and Exchange Commission.

Undertaking means the District's continuing disclosure undertaking, described in Paragraphs B through F below, hereunder accepted and entered into by the District for the purpose of compliance with the Rule.

B. Annual Reports.

The District shall file annually with the MSRB, (1) within six (6) months after the end of each fiscal year of the District ending in or after 2024, financial information and operating data with respect to the District of the general type included in the final Official Statement authorized by Section 16 of this Order, being the information described in Exhibit F hereto, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available, but in any case within twelve (12) months after the end of each fiscal year of the District ending in or after 2024. If the audit of such financial statements is not complete within such period, then the District shall file unaudited financial statements within such period and audited financial statements for the applicable fiscal year to the MSRB, when and if the audit report on such financial statements becomes available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in Exhibit F hereto, or such other accounting principles as the District may be required to employ from time to time pursuant to state law or regulation, and (ii) audited, if the District commissions an audit of such financial statements and the audit is completed within the period during which they must be provided.

Under current Texas law, including, but not limited to, Chapter 44, as amended, Texas Education Code, the District must keep its fiscal records in accordance with generally accepted

accounting principles, must have its financial accounts and records audited by a certified or permitted public accountant and must file each audit report with the Texas Education Agency within 150 days after the close of the District's fiscal year. Copies of each audit report must also be filed in the office of the District and with the Secretary, Board of Trustees. The District's fiscal records and audit reports are available for public inspection during the regular business hours of the Superintendent of Schools. Additionally, upon the filing of these financial statements and the annual audit, these documents are subject to the Texas Open Records Act, as amended, Texas Government Code, Chapter 552.

If the District changes its fiscal year, it will file notice of such change (and of the date of the new fiscal year end) with the MSRB prior to the next date by which the District otherwise would be required to provide financial information and operating data pursuant to this Section.

C. Notice of Certain Events.

The District shall file of any of the following events with respect to the Bonds to the MSRB in a timely manner and not more than ten (10) business days after occurrence of the event:

- (1) Principal and interest payment delinquencies;
- (2) Non-payment related defaults, if material;
- (3) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) Substitution of credit or liquidity providers, or their failure to perform;
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) Modifications to rights of Holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) Defeasances;
- (10) Release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) Rating changes;
- (12) Bankruptcy, insolvency, receivership, or similar event of the District, which shall occur as described below;
- (13) The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of its assets, other than in the ordinary course

of business, the entry into of a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of a successor or additional paying agent/registrar or the change of name of a paying agent/registrar, if material;

(15) Incurrence of a Financial Obligation of the District, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the District, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the District, any of which reflect financial difficulties.

For these purposes, (a) any event described in the immediately preceding paragraph (12) is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent, or similar officer for the District in a proceeding under the United States Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement, or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District and (b) the District intends the words used in the immediately preceding paragraphs (15) and (16) and the definition of Financial Obligation in this Section have the same meanings as when they are used in the Rule, as evidenced by SEC Release No. 34-83885, dated August 20, 2018.

The District shall notify the MSRB, in a timely manner, of any failure by the District to provide financial information or operating data in accordance with this Section by the time required by this Section.

D. Limitations, Disclaimers, and Amendments.

The District shall be obligated to observe and perform the covenants specified in this Section for so long as, but only for so long as, the District remains an “obligated person” with respect to the Bonds within the meaning of the Rule, except that the District in any event will give notice of any deposit that causes the Bonds to be no longer Outstanding.

The provisions of this Section are for the sole benefit of the Holders and beneficial owners of the Bonds, and nothing in this Section, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The District undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Section and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the District’s financial results, condition, or prospects or hereby undertake to update any information provided

in accordance with this Section or otherwise, except as expressly provided herein. The District does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE DISTRICT BE LIABLE TO THE HOLDER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE DISTRICT, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS SECTION, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR *MANDAMUS* OR SPECIFIC PERFORMANCE.

No default by the District in observing or performing its obligations under this Section shall constitute a breach of or default under this Order for purposes of any other provision of this Order.

Nothing in this Section is intended or shall act to disclaim, waive, or otherwise limit the duties of the District under federal and state securities laws.

The provisions of this Section may be amended by the District from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the District, but only if (1) the provisions of this Section, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (a) the Holders of a majority in aggregate principal amount (or any greater amount required by any other provision of this Order that authorizes such an amendment) of the Outstanding Bonds consent to such amendment or (b) a person that is unaffiliated with the District (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Holders and beneficial owners of the Bonds. The District may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the District also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the District so amends the provisions of subsection B of this Section, the District shall include with any amended financial information or operating data next provided in accordance with subsection B of this Section an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

E. Information Format- Incorporation by Reference.

The District information required under this Section shall be filed with the MSRB through EMMA in such format and accompanied by such identifying information as may be specified from time to time thereby. Under the current rules of the MSRB, continuing disclosure documents submitted to EMMA must be in word-searchable portable document format (PDF) files that permit the document to be saved, viewed, printed, and retransmitted by electronic means and the series of obligations to which such continuing disclosure documents relate must be identified by CUSIP number or numbers.

Financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document) available to the public through EMMA or filed with the SEC.

F. General Policies and Procedures Concerning Compliance with the Rule.

Because the issuance of the Bonds is subject to the provisions of the Rule and because the potential “underwriters” in a negotiated sale of the Bonds or the initial purchasers in a competitive sale of the Bonds may be subject to MSRB rules and regulations with respect to such sale (including certain due diligence and suitability requirements, among others), the District hereby adopts the General Policies and Procedures Concerning Compliance with the Rule (the *Policies and Procedures*), attached hereto as Exhibit H, with which the District shall follow to assure compliance with the Undertaking. The District has developed these Policies and Procedures for the purpose of meeting its requirements of the Undertaking and, in connection therewith, has sought the guidance from its internal staff charged with administering the District’s financial affairs, its municipal or financial advisors, its legal counsel (including its Bond Counsel), and its independent accountants (to the extent determined to be necessary or advisable). The Policies and Procedures can be amended at the sole discretion of the District and any such amendment will not be deemed to be an amendment to the Undertaking. Each Authorized Official is hereby authorized to amend the Policies and Procedures as a result of a change in law, a future issuance of indebtedness subject to the Rule, or another purpose determined by the Authorized Official to be necessary or desirable for or with respect to future compliance with the Undertaking.

SECTION 41: Book-Entry-Only System.

The Bonds shall initially be registered so as to participate in a securities depository system (the *DTC System*) with the Depository Trust Company, New York, New York or any successor entity thereto (*DTC*), as set forth herein. Each Stated Maturity of the Bonds shall be issued (following cancellation of the Initial Bond described in Section 7) in the form of a separate single definitive Bond. Upon issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as the nominee of DTC, and all of the Outstanding Bonds shall be registered in the name of Cede & Co., as the nominee of DTC. The Issuer and the Paying Agent/Registrar are authorized to execute, deliver, and take the actions set forth in such letters to or agreements with DTC as shall be necessary to effectuate the DTC System, including the Letter of Representations attached hereto as Exhibit I (the *Representation Letter*).

With respect to the Bonds registered in the name of Cede & Co., as nominee of DTC, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation to any broker-dealer, bank, or other financial institution for which DTC holds the Bonds from time to time as securities depository (a *Depository Participant*) or to any person on behalf of whom such a Depository Participant holds an interest in the Bonds (an *Indirect Participant*). Without limiting the immediately preceding sentence, the Issuer and the Paying Agent/Registrar shall have no responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co., or any Depository Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Depository Participant or any other person, other than a registered owner of the Bonds, as shown on the Security Register, of any notice with respect to the Bonds, including any notice of redemption, or (iii) the delivery to any Depository Participant or any Indirect Participant or any other Person, other than a Holder of a Bond, of any amount with respect to principal of, premium, if any, or interest on the Bonds. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a bond certificate evidencing the obligation of the Issuer to make payments of principal, premium, if any, and interest on the Bonds pursuant to this Order. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions in this Order with respect to interest checks or drafts being mailed to the Holder, the word "Cede & Co." in this Order shall refer to such new nominee of DTC.

In the event that (a) the Issuer determines that DTC is incapable of discharging its responsibilities described herein and in the Representation Letter, (b) the Representation Letter shall be terminated for any reason, or (c) DTC or the Issuer determines that it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, the Issuer shall notify the Paying Agent/Registrar, DTC, and DTC Participants of the availability within a reasonable period of time through DTC of bond certificates, and the Bonds shall no longer be restricted to being registered in the name of Cede & Co., as nominee of DTC. At that time, the Issuer may determine that the Bonds shall be registered in the name of and deposited with a successor depository operating a securities depository system, as may be acceptable to the Issuer, or such depository's agent or designee, and if the Issuer and the Paying Agent/Registrar do not select such alternate securities depository system then the Bonds may be registered in whatever name or names the Holders of Bonds transferring or exchanging the Bonds shall designate, in accordance with the provisions hereof.

Notwithstanding any other provision of this Order to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Representation Letter.

SECTION 42: Further Procedures. The officers and employees of the Issuer are hereby authorized, empowered and directed from time to time and at any time to do and perform all such acts and things and to execute, acknowledge and deliver in the name and under the corporate seal and on behalf of the Issuer all such instruments, whether or not herein mentioned, as may be necessary or desirable in order to carry out the terms and provisions of this Order, the initial sale and delivery of the Bonds, the Paying Agent/Registrar Agreement, and the Purchase Contract. In addition, prior to the initial delivery of the Bonds, each Authorized Official and Bond Counsel are hereby authorized and directed to approve any technical changes or corrections to this Order or to

any of the instruments authorized and approved by this Order necessary in order to (1) correct any ambiguity or mistake or properly or more completely document the transactions contemplated and approved by this Order, (2) obtain a rating from any nationally recognized rating service, or (3) obtain the approval of the Bonds by the Texas Attorney General's office. Bond Counsel is further authorized to institute any bond validation suit under Chapter 1205, as amended, Texas Government Code (or any successor statute thereto) related to the Bonds while the Bonds are Outstanding and unpaid. In case any officer of the Issuer whose signature shall appear on any certificate shall cease to be such officer before the delivery of such certificate, such signature shall nevertheless be valid and sufficient for all purposes the same as if such officer had remained in office until such delivery.

SECTION 43: Delegation Authorization Pursuant to HB 1295. Though such parties may be identified, and the entry into a particular form of contract may be authorized herein, pursuant to Chapter 1371, and any other applicable law, the Board, pursuant to Chapter 1371 and other applicable law, hereby delegates to the Superintendent of Schools, the Chief Business Officer, or the Associate Superintendent of Schools the authority to independently select the counterparty to any paying agent/registrar, rating agency, bond insurer, securities depository, or any other contract that is determined by the Superintendent of Schools, the Chief Business Officer, the District's Financial Advisor, or the District's Bond Counsel to be necessary or incidental to the issuance of the Bonds as long as each of such contracts has a value of less than the amount referenced in Section 2252.908, as amended, Texas Government Code (collectively, the *Ancillary Bond Contracts*) and, as necessary, to execute the Ancillary Bond Contracts on behalf and as the act and deed of the District. The Board has not participated in the selection of any of the business entities which are counterparties to the Ancillary Bond Contracts.

SECTION 44: Issuer's Consent to Provide Information and Documentation to the Texas MAC. The Municipal Advisory Council of Texas (the *Texas MAC*), a non-profit membership corporation organized exclusively for non-profit purposes described in section 501(c)(6) of the Code and which serves as a comprehensive financial information repository regarding municipal debt issuers in Texas, requires provision of written documentation regarding the issuance of municipal debt by the issuers thereof. In support of the purpose of the Texas MAC and in compliance with applicable law, the Issuer hereby consents to and authorizes any Authorized Official, Bond Counsel to the Issuer, and/or Financial Advisor to the Issuer to provide to the Texas MAC information and documentation requested by the Texas MAC relating to the Bonds; provided, however, that no such information and documentation shall be provided prior to the Closing Date. This consent and authorization relates only to information and documentation that is a part of the public record concerning the issuance of the Bonds.

SECTION 45: Effective Date. This Order shall be in force and effect from and after its passage on the date shown below.

[The remainder of this page intentionally left blank]

PASSED AND ADOPTED, this 28th day of May, 2024.

CANUTILLO INDEPENDENT SCHOOL
DISTRICT

President, Board of Trustees

ATTEST:

Secretary, Board of Trustees

(DISTRICT SEAL)

INDEX TO EXHIBITS

Schedule I	Table of Refunded Obligations
Exhibit A.....	Approval Certificate
Exhibit B.....	Paying Agent/Registrar Agreement
Exhibit C.....	Purchase Contract
Exhibit D.....	Escrow Deposit Letter
Exhibit E.....	Notice of Redemption
Exhibit F	Description of Annual Financial Information
Exhibit G.....	Written Procedures Relating to Continuing Compliance with Federal Tax Covenants
Exhibit H.....	General Policies and Procedures Concerning Compliance with the Rule
Exhibit I.....	DTC Letter of Representations

SCHEDULE I

Table of Refunded Obligations

Canutillo Independent School District Maintenance Tax Notes, Series 2020, dated June 1, 2020, in the original principal amount of \$9,775,000 and stated to mature in each of the years 2024 through 2030 in the principal amount of \$7,285,000. These obligations have been called for redemption on _____, 20____.

EXHIBIT A

Approval Certificate

See Tab No. ____

EXHIBIT B

Paying Agent/Registrar Agreement

See Tab No. ____

EXHIBIT C

Purchase Contract

See Tab No. ____

EXHIBIT D

Escrow Deposit Letter

See Tab No. ____

EXHIBIT E

Notice of Redemption

See Tab No. ____

EXHIBIT F

Description of Annual Financial Information

The following information is referred to in Section 40 of this Order.

Annual Financial Statements and Operating Data

The financial information and operating data with respect to the District to be provided annually in accordance with such Section are as specified (and included in the Appendix or under the headings of the Official Statement referred to) below:

(1) The District's audited financial statements for the most recently concluded fiscal year or to the extent these audited financial statements are not available, the portions of the unaudited financial statements of the District appended to the Official Statement as APPENDIX B, but for the most recently concluded fiscal year.

(2) All quantitative financial information and operating data with respect to the District of the general type included in this Official Statement in APPENDIX A, Tables 1 through 5 and 7 through 12, and (2) if not provided as part such financial information and operating data, audited financial statements of the District, when and if available.

Accounting Principles

The accounting principles referred to in such Section are generally accepted accounting principles for governmental units as prescribed by the Government Accounting Standards Board from time to time.

EXHIBIT G

WRITTEN PROCEDURES RELATING TO CONTINUING COMPLIANCE WITH FEDERAL TAX COVENANTS

A. Arbitrage. With respect to the investment and expenditure of the proceeds of the Bonds, the District's business manager (the *Responsible Person*), which currently is the District's Chief Business Officer, will:

- (i) instruct the appropriate person or persons that the construction, renovation or acquisition of the facilities must proceed with due diligence and that binding contracts for the expenditure of at least 5% of the proceeds of the Bonds will be entered into within six (6) months of the date of delivery of the Bonds (the *Issue Date*);
- (ii) monitor that at least 85% of the proceeds of the Bonds to be used for the construction, renovation or acquisition of any facilities are expended within three (3) years of the Issue Date;
- (iii) restrict the yield of the investments to the yield on the Bonds after three (3) years of the Issue Date;
- (iv) monitor all amounts deposited into a sinking fund or funds (e.g., the Interest and Sinking Fund), to assure that the maximum amount invested at a yield higher than the yield on the Bonds does not exceed an amount equal to the debt service on the Bonds in the succeeding 12 month period plus a carryover amount equal to one-twelfth of the principal and interest payable on the Bonds for the immediately preceding 12-month period;
- (v) ensure that no more than 50% of the proceeds of the Bonds are invested in an investment with a guaranteed yield for 4 years or more;
- (vi) maintain any official action of the District (such as a reimbursement resolution) stating its intent to reimburse with the proceeds of the Bonds any amount expended prior to the Issue Date for the acquisition, renovation or construction of the facilities;
- (vii) ensure that the applicable information return (e.g., IRS Form 8038-G, 8038-GC, or any successor forms) is timely filed with the IRS; and
- (viii) assure that, unless excepted from rebate and yield restriction under section 148(f) of the Code, excess investment earnings are computed and paid to the U.S. government at such time and in such manner as directed by the IRS (A) at least every 5 years after the Issue Date and (B) within 30 days after the date the Bonds are retired.

B. Private Business Use. With respect to the use of the facilities financed or refinanced with the proceeds of the Bonds the Responsible Person will:

- (i) monitor the date on which the facilities are substantially complete and available to be used for the purpose intended.

- (ii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has any contractual right (such as a lease, purchase, management or other service agreement) with respect to any portion of the facilities;
- (iii) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the output of the facilities (e.g., water, gas, electricity);
- (iv) monitor whether, at any time the Bonds are outstanding, any person, other than the District, the employees of the District, the agents of the District or members of the general public has a right to use the facilities to conduct or to direct the conduct of research;
- (v) determine whether, at any time the Bonds are outstanding, any person, other than the District, has a naming right for the facilities or any other contractual right granting an intangible benefit;
- (vi) determine whether, at any time the Bonds are outstanding, the facilities are sold or otherwise disposed of; and
- (vii) take such action as is necessary to remediate any failure to maintain compliance with the covenants contained in the Order related to the public use of the facilities.

C. Record Retention. The Responsible Person will maintain or cause to be maintained all records relating to the investment and expenditure of the proceeds of the Bonds and the use of the facilities financed or refinanced thereby for a period ending three (3) years after the complete extinguishment of the Bonds. If any portion of the Bonds is refunded with the proceeds of another series of tax-exempt obligations, such records shall be maintained until the three (3) years after the refunding obligations are completely extinguished. Such records can be maintained in paper or electronic format.

D. Responsible Person. The Responsible Person shall receive appropriate training regarding the District's accounting system, contract intake system, facilities management and other systems necessary to track the investment and expenditure of the proceeds and the use of the facilities financed or refinanced with the proceeds of the Bonds. The foregoing notwithstanding, the Responsible Person is authorized and instructed to retain such experienced advisors and agents as may be necessary to carry out the purposes of these instructions.

EXHIBIT H

General Policies and Procedures Concerning Compliance with the Rule

I. Capitalized terms used in this Exhibit have the meanings ascribed thereto in Section 40 of the Order. “Bonds” refers to the Bonds that are the subject of the Order to which this Exhibit is attached.

II. As a capital markets participant, the District is aware of its continuing disclosure requirements and obligations existing under the Rule prior to February 27, 2019, the effective date of the most recent amendment to the Rule (the *Effective Date*), and has implemented and maintained internal policies, processes, and procedures to ensure compliance therewith. Adherence to these internal policies, processes, and procedures has enabled underwriters in non-exempt negotiated sales and initial purchasers in non-exempt competitive sales to comply with their obligations arising under various MSRB rules and regulations concerning due diligence and findings of suitability, among other matters, regarding the District’s compliance with the Rule.

III. The District is aware that the Rule was amended as of the Effective Date (the *Rule Amendment*) and has accommodated this amendment by adding subparagraphs (15) and (16) to Section 40 of the Order, which provisions are a part of the Undertaking.

IV. The District is aware that “participating underwriters” (as such term is defined in the Rule) of the Bonds must make inquiry and reasonably believe that the District is likely to comply with the Undertaking and that the standards for determining compliance have increased over time as a result of, among others, the United States Securities and Exchange Commission’s Municipalities Continuing Disclosure Cooperation Initiative and regulatory commentary relating to the effectiveness of the Rule Amendment.

V. The District now establishes the following general policies and procedures (the *Policies and Procedures*) for satisfying its obligations pursuant to the Undertaking, which policies and procedures have been developed based on the District’s informal policies, procedures, and processes utilized prior to the Effective Date for compliance with the District’s obligations under the Rule, the advice from and discussions with the District’s internal senior staff (including staff charged with administering the District’s financial affairs), its municipal or financial advisors, its legal counsel (including Bond Counsel), and its independent accountants, to the extent determined to be necessary or advisable (collectively, the *Compliance Team*):

1. the Superintendent of the District or the Chief Business Officer (each, a *Compliance Officer*) shall be responsible for satisfying the District’s obligations pursuant to the Undertaking through adherence to these Policies and Procedures;
2. the Compliance Officer shall establish reminder or “tickler” systems to identify and timely report to the MSRB, in the format thereby prescribed from time to time, the District’s information of the type described in Section 40 of the Order;
3. the Compliance Officer shall promptly determine the occurrence of any of the events described in Section 40 of the Order;

4. the Compliance Officer shall work with external consultants of the District, as and to the extent necessary, to timely prepare and file with the MSRB the annual information of the District and notice of the occurrence of any of the events referenced in Clauses 2 and 3 above, respectively, the foregoing being required to satisfy the terms of the Undertaking;
5. the Compliance Officer shall establish a system for identifying and monitoring any Financial Obligations, whether now existing or hereafter entered into by the District, and (upon identification) determining if such Financial Obligation has the potential to materially impact the security or source of repayment of the Bonds;
6. upon identification of any Financial Obligation meeting the materiality standard identified in Clause 5 above, the Compliance Officer shall establish a process for identifying and monitoring any District agreement to covenants, events of default, remedies, priority rights, or other similar terms under such Financial Obligation;
7. the Compliance Officer shall establish a process for identifying the occurrence of any default, event of acceleration, termination event, modification of terms, or other similar events under the terms of any Financial Obligation, the occurrence of any of which reflect financial difficulties of the District; and
8. the Compliance Officer shall annually review these Policies and Procedures with the remainder of the Compliance Team, make any modifications on an internal document retained by the Compliance Officer and available to any “participating underwriter” (as defined in the Rule), if requested, and on the basis of this annual review (to the extent determined to be necessary or desirable), seek additional training for herself or himself, as well as other members of the District’s internal staff identified by the Compliance Officer to assist with the District’s satisfaction of the terms and provisions of the Undertaking.

EXHIBIT I

DTC Letter of Representations

See Tab No. __

A RESOLUTION ESTABLISHING THE INTENTION OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT TO REIMBURSE ITSELF FOR THE PRIOR LAWFUL EXPENDITURE OF FUNDS RELATING TO ACQUIRING, CONSTRUCTING AND EQUIPPING VARIOUS DISTRICT IMPROVEMENTS FROM THE PROCEEDS OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY THE DISTRICT FOR AUTHORIZED PURPOSES; AUTHORIZING OTHER MATTERS INCIDENT AND RELATED THERETO; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Board of Trustees (the *Governing Body*) of the Canutillo Independent School District (the *Issuer*) has entered into or will enter into various contracts pertaining to the expenditure of lawfully available funds of the Issuer to finance the costs associated with (i) designing, constructing, renovating, improving, upgrading, updating, acquiring, and equipping school facilities (and any necessary or related removal of existing facilities), and the purchase of necessary sites for school facilities (the *Construction Costs*), (ii) the payment of various engineering costs, including design testing, design engineering, and construction inspection related to the Construction Costs (the *Engineering Costs*), (iii) the payment of various architectural costs, including preparation of plans and specifications and various other plans and drawings related to the Construction Costs (the *Architectural Costs*), and (iv) the payment of various administrative costs, including the fees of bond counsel, financial advisor, project manager, project consultant, other professionals, and printer (the *Administrative Costs*) [the Construction Costs, Engineering Costs, Architectural Costs, and Administrative Costs collectively constitute costs of the project that are the subject of this Resolution (the *Project*)]; and

WHEREAS, the provisions of Section 1201.042, as amended, Texas Government Code (*Section 1201.042*) provide that the proceeds from the sale of obligations issued to finance the acquisition, construction, equipping, or furnishing of any project or facilities, such as the Project, may be used to reimburse the Issuer, for costs attributable to such project or facilities paid or incurred before the date of issuance of such obligations; and

WHEREAS, the United States Department of Treasury (the *Department*) released Regulation Section 1.150-2 (the *Regulations*) which establishes when the proceeds of obligations are spent and therefore are no longer subject to various federal income tax restrictions contained in the Internal Revenue Code of 1986, as amended (the *Code*); and

WHEREAS, the Issuer intends to reimburse itself, within eighteen months from the later of the date of expenditure or the date the property financed is placed in service (but in no event more than three years after the original expenditures are paid), for the prior lawful capital expenditure of funds from the proceeds of one or more series of unlimited tax school building bonds issued as tax-exempt obligations (the *Obligations*) that the Issuer currently contemplates issuing in an amount not to exceed \$100,000,000 to finance a portion of the costs of the Project; and

WHEREAS, under the Regulations, to fund such reimbursement with proceeds of the Obligations, the Issuer must declare its expectation ultimately to make such reimbursement before making the expenditures; and

WHEREAS, the Issuer hereby finds and determines that the reimbursement for the prior expenditure of funds of the Issuer is not inconsistent with the Issuer's budgetary and financial circumstances; and

WHEREAS, the Governing Body hereby finds and determines that the adoption of this Resolution is in the best interests of the citizens of the Issuer; now, therefore,

BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE CANUTILLO INDEPENDENT SCHOOL DISTRICT THAT:

SECTION 1: This Resolution is a declaration of intent to establish the Issuer's reasonable, official intent under section 1.150-2 of the Regulations and Section 1201.042 to reimburse itself from certain of the proceeds of the Obligations for any capital expenditures previously incurred (not more than 60 days prior to the date hereof) or to be incurred with respect to the Project from the lawfully-available general funds or other funds of the Issuer.

SECTION 2: The Issuer intends to issue the Obligations and allocate within 30 days after the date of issuance of the Obligations the proceeds therefrom to reimburse the Issuer for prior lawful expenditures with respect to the Project in a manner to comply with the Regulations.

SECTION 3: The reimbursed expenditure will be a type properly chargeable to a capital account (or would be so chargeable with a proper election) under general federal income tax principles.

SECTION 4: The Issuer intends to otherwise comply, in addition to those matters addressed within this Resolution, with all the requirements contained in the Regulations.

SECTION 5: This Resolution may be relied upon by the appropriate officials at the Office of the Attorney General for the State of Texas and establishes compliance by the Issuer with the requirements of Texas law and the Regulations.

SECTION 6: With respect to the proceeds of the Obligations allocated to reimburse the Issuer for prior expenditures, the Issuer shall not employ an abusive device under Treasury Regulation Section 1.148-10, including using within one year of the reimbursement allocation, the funds corresponding to the proceeds of the Obligations in a manner that results in the creation of replacement proceeds, as defined in Treasury Regulation Section 1.148-1, of the Obligations or another issue of tax-exempt obligations or refundable tax credit obligations.

SECTION 7: The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the Governing Body.

SECTION 8: All orders and resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

SECTION 9: This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

SECTION 10: If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the Governing Body hereby declares that this Resolution would have been enacted without such invalid provision.

SECTION 11: It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, as amended, Texas Government Code.

SECTION 12: This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

* * * *

PASSED, ADOPTED AND APPROVED on this the 28th day of May, 2024.

CANUTILLO INDEPENDENT
SCHOOL DISTRICT

President

ATTEST:

Secretary

(DISTRICT SEAL)

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of the April 2024 Donations Report

Justification Statement: Presentation for your review and acceptance of the April 2024 Donations Report.

Purpose of Agenda Item: Information Discussion Action
 Item Type: Curriculum & Instruction Human Resources Business Services

Staff Responsible: Cristina Pulley
Signature of Requester(s) *Cristina Pulley* 05/21/2024
Signature of Presenter(s) Cristina Pulley
Elizabeth B. Sida *Elizabeth Sida* 5/9/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

The Financial Services Department presents the following donations reported to Finance in April, 2024.

RECOMMENDATION: Administration recommends that the Board accept the April, 2024 Donations Report as presented.

PRIOR BOARD ACTION: 4/23/2024 AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): \$10,615.75

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
N/A

REQUESTING DEPARTMENT: N/A

CONSEQUENCES OF NON-APPROVAL: N/A

IMPLEMENTATION TIMELINE: N/A

ATTACHMENT(S): ✓ April 2024 Donations Report



Canutillo ISD Web Order - Placed On 4/3/2024 10:27:46 AM

1 message

Canutillo ISD Web Store <webstores@revtrak.net>

Wed, Apr 3, 2024 at 9:27 AM

Reply-To: Canutillo ISD Web Store <financefiles@canutillo-isd.org>

To: purchasing@canutillo-isd.org

Canutillo ISD WebOrder, Process Immediately!
Order ID: 12165002
Submitted On: 4/3/2024 10:27:46 AM
Purchaser Name: Karla Hernandez
Purchaser Email: karelam@yahoo.com

This customer order may include other items that are not designated to be reported to you, in which case the order Summary Sub-Total will be larger than the total of the prices shown below.
View this order directly: <https://canutillo-isd.revtrak.net/Portal/PaymentOrders/Edit/12165002>

Name: Northwest Early College High School Donations
Quantity: 1
Total Cost: \$150.00
NECHS Clubs and Activities: NECHS Class of 2024

For: Hernandez, Karla
Address: 824 Frank Placecanutillo, TX 79835
Email: karogher@yahoo.com
Phone: 9157277721

Comment: to offset the cost of Senior Week

Sub Total \$150.00
Total \$150.00

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

C Pulley

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: May 3, 2024

SUBJECT: Budget Amendments for April 2024

Budget Amendments submitted are summarized below for your review and consideration.

Administrative Cost Ratio Formula:

$$\frac{21 \text{ Instructional Leadership} + 41 \text{ General Administration}}{11 \text{ Instruction} + 12 \text{ Instructional Resources/Media Services} + 13 \text{ Curriculum/Staff Development} + 31 \text{ Guidance/Counseling Services}}$$

BC #344220 - This budget amendment will transfer available funds from Transportation to Software License/Subscriptions for SNAP needed by nurses at campuses to manage student and school health medical records. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.61.6494.28.920.99	Transportation	\$ 650	\$ (200)	\$ 450
199.33.6396.00.920.99	Software Licenses/ Subscriptions <\$5,000	\$ -	\$ 200	\$ 200

Street Address:
7965 Artcraft Rd.
El Paso, TX 79932

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7516
F: (915) 877-7524
canutillo-isd.org

BC #344294 - This budget amendment will transfer funds from Child Nutrition Fund Balance as required by TDA approved expenditure plan to cover the purchase of security camera installations at each of the cafeterias, perform the annual kitchen and fire extinguisher inspections at all cafeterias, service and recharge fire suppression systems at AMS, CES, CMS, and GES, building maintenance and repair supplies, and equipment for cafeterias. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
101.00.3450.00.000.00	Reserve for Food Service	\$ -	\$ (850,000)	
101.35.6341.00.909.99	Food	\$ -	\$ 300,000	\$ 300,000
101.35.6349.00.909.99	Food Service Supplies	\$ -	\$ 50,000	\$ 50,000
101.35.6639.00.909.99	Capital Outlay Furniture & Equipment	\$ -	\$ 350,000	\$ 350,000
101.51.6299.00.909.99	Miscellaneous Contracted Services	\$ -	\$ 100,000	\$ 100,000
101.51.6349.00.909.99	Food Service Supplies	\$ -	\$ 50,000	\$ 50,000

BC #344318 - This budget amendment will allocate salary savings to maintenance and operational funding for Aide transition from State Comp Educational funding to Title 1, Part A funding at Damian Elementary. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.11.6129.35.103.30	Salaries	\$ 11,981	\$ (11,981)	\$ -
185.11.6635.00.103.30	Software Licenses/ Subscriptions > \$5,000	\$ -	\$ 8,448	\$ 8,448
185.13.6411.00.103.30	Travel/Training/ Subsistence-Employees	\$ -	\$ 2,387	\$ 2,387
185.11.6112.13.103.30	Substitutes -Staff Development	\$ -	\$ 1,118	\$ 1,118
185.11.6141.13.103.30	Medicare	\$ -	\$ 18	\$ 18
185.11.6143.13.103.30	Workers Compensation	\$ -	\$ 8	\$ 8
185.11.6145.13.103.30	Unemployment Compensation	\$ -	\$ 2	\$ 2

BC #345482 - This budget amendment will transfer available funds from Function 51 and 52, Plant Maintenance Operations and Security/Monitoring Services, respectively to Function 51 Plant Maintenance Operations to cover overtime compensation and related fringe benefit deficits as a result of resigning/retiring/transferring employees. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.51.6249.00.001.99	Maintenance/Repair	\$ 1,600	\$ (1,600)	\$ -
199.51.6311.00.001.99	Transportation	\$ 12	\$ (12)	\$ -
199.51.6319.00.001.99	Custodial Supplies	\$ 279	\$ (279)	\$ -
199.52.6299.00.001.99	Miscellaneous Contracted Services	\$ 1,070	\$ (1,070)	\$ -
199.52.6299.00.001.91	Miscellaneous Contracted Services	\$ 1,000	\$ (74)	\$ 926
199.51.6121.06.001.99	Overtime Compensation	\$ -	\$ 2,883	\$ 2,883
199.51.6141.06.001.99	Medicare	\$ -	\$ 32	\$ 32
199.51.6143.06.001.99	Workers Compensation	\$ -	\$ 116	\$ 116
199.51.6145.06.001.99	Unemployment Compensation	\$ -	\$ 3	\$ 3
199.51.6149.06.001.99	TRS Entity Contribution	\$ -	\$ 1	\$ 1

BC #345626 - This budget amendment will transfer available funds from Function 11 Instruction to Function 13 Curriculum/Staff Development to provide C & I coordinators professional development opportunities to support students in closing the learning gap. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.11.6112.96.916.30	Substitutes - Duty-Related	\$ 3,000	\$ (1,520)	\$ 1,480
185.11.6145.13.916.30	Unemployment Compensation	\$ 3	\$ (3)	\$ -
185.11.6399.00.916.30	General Supplies	\$ 1,254	\$ (1,254)	\$ -
185.11.6399.40.916.30	General Supplies	\$ 12,000	\$ (9,200)	\$ 2,800
185.13.6411.00.916.30	Employee Travel, Training & Subsistence	\$ 3,600	\$ 11,978	\$ 15,578

Board of Trustees

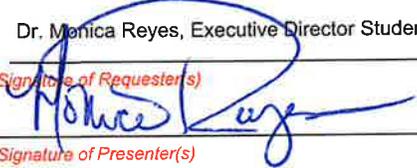
Executive Summary of Board Agenda Item

Meeting Date: 5/28/2024

Subject/Title for Agenda Posting: Approval of the sponsorship agreement between Superior HealthPlan and Canutillo ISD

Justification Statement: Superior HealthPlan will give Canutillo ISD a \$5000.00 sponsorship to purchase hygiene items for the Student Support Services Community Hygiene Closet. This monetary grant helps families choose items that meet their needs.

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Dr. Monica Reyes, Executive Director Student Support Services
Signature of Requester(s)  4/8/24
Signature of Presenter(s) Elizabeth B. Sida 5/17/2024
Business Services Approval (Initials) *Date*

Agenda Summary:

Canutillo ISD has had an ongoing relationship with Superior HealthPlan for approximately eight years. This sponsorship agreement will create a Hygiene Closet at Lone Star Building from April 2024 through October 2024 or until funds have been exhausted. The hygiene closet will be open monthly for an evening distribution for families to choose five items and receive health information from Superior HealthPlan and other community agencies. District services are also disseminated during the distribution time. From surveys of previous hygiene closets, specific items to be purchased are those identified as high demand items.

RECOMMENDATION: Administration recommends that the Board of Trustees approves the sponsorship agreement with Superior HealthPlan and Canutillo ISD.

PRIOR BOARD ACTION: No AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): \$5,000.00 donation

ACCOUNT NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
Grant

REQUESTING DEPARTMENT:
Student Support Services

CONSEQUENCES OF NON-APPROVAL:
Without the approval of the sponsorship agreement, families will not be able to receive monthly hygiene items to meet their needs with no cost to their household budget. 

IMPLEMENTATION TIMELINE:
April 2024 - October 2024

ATTACHMENT(S): Memorandum of Sponsorship Agreement





**CANUTILLO INDEPENDENT SCHOOL DISTRICT
FINANCIAL SERVICES DIVISION/PURCHASING**

Contract Routing and Approval Form

FOR PURCHASING OFFICE USE ONLY	
Contract Request Received	
Assigned Contract No	
Routed for Internal Approval	
Routed for Vendor Approval	
Fully Executed Contract Received	
Notification To Proceed	

Contract Type: Professional Service Contracted Services Vendor Agreement Term Contract Lease Agreement
 Interlocal MOU MOA Construction Other _____

Requesting Campus/Department: Student Support Services

Initiating Party: Dr. Monica Reyes

Contact Number: 915-877-7650 email: mreyes@canutillo-isd.org

Contract Title: Superior HealthPlan Hygiene Closet

Vendor/Supplier: Superior HealthPlan

Full Address: 1575 N. Resler Drive Suite C. El Paso, Texas 79912

Name of Representative: Emilia Torres email: emilia.torres@superiorhealthplan.com

Rep. Office Phone: 915 247-9063 Rep Mobile Number: 915 247-9063

Authorized Signer: Emilia Torres Signers email: emilia.torres@superiorhealthplan.com

Contract Description: For a \$5,000 sponsorship, payable to Canutillo ISD (Student Support Services), the following would be agreed upon between Superior HealthPlan and Canutillo ISD (Student Support Services), to create a Hygiene Closet from April 2024 through October 2024 or until funds have been exhausted. The community may come to the closet every fourth Tuesday of the Month from 4-6 pm to get items they need at the Superior HealthPlan Hygiene Day.

Contract Amount: \$5,000 sponsorship Funding Source: Superior HealthPlan

Account No(s): _____ Anticipated Start Date: April 2024-October 2024

This is a New Agreement: _____ This is a Renewal _____

This Agreement is to replace the following:

Does Agreement include renewal options: Yes No

If yes, specify renewal options: _____

NOTE: Does agreement include Insurance Requirements? Yes No If yes, agreement will be routed to Human Resources for

review and approval: Reviewed By: _____ Date: _____

Budget Authority Signature: [Signature] Date: 4/8/2024

Attachments: Must attach vendor agreement and all pertaining documents to purchasing for review

CONTRACT APPROVAL PROCESS: 1. All agreements shall be routed through the purchasing office. 2. Purchasing will review for compliance. 3. Purchasing will route to Legal Counsel for review if necessary. 4. Purchasing will route for required signatures (district personnel & supplier) to ensure receipt of fully executed documents. 5. Purchasing will notify requestor upon completion with directive on how to proceed.

PLEASE SUBMIT WITH AMPLE TIME TO ALLOW REVIEW OF THE PROCUREMENT PROCESS AND ENSURE ALL PERTAINING DOCUMENTS ARE IN ORDER

Memorandum of Sponsorship Agreement

Thank you for all the services Canutillo ISD (Student Support Services) offers the community in El Paso/Canutillo and the surrounding area. Superior HealthPlan's purpose is to transform the health of the community, one person at a time, and we would like to continue that purpose by establishing a Superior HealthPlan Hygiene Closet with your organization.

Sponsorship Details:

- For a \$5,000 sponsorship, payable to Canutillo ISD (Student Support Services), the following would be agreed upon between Superior HealthPlan and Canutillo ISD (Student Support Services), to create a Hygiene Closet from April 2024 through October 2024 or until funds have been exhausted.
- The hygiene closet will be located at the Lone Star Building B, 7000 Fifth Street Canutillo, Texas 79835 (need ID to Check in with Security to Enter Bldg.)
- Surveys from previous hygiene closets have identified the following as needs and funds must be used to purchase at minimum:
 - shampoo, body wash, deodorant, toilet paper, paper towels, laundry detergent, household cleaning spray, feminine hygiene products, toothpaste and toothbrush, household spray for insects, adult briefs, wipes, and bed pads for incontinence.
 - After these items have been purchased funds can be used for other items identified as a need for your community.

- The goal of the closet is for families to be able to choose items needed to meet their needs. Please do not use funds to create generic hygiene bags to distribute monthly.
- Superior HealthPlan will provide a marketing banner (pull up or wall) to the organization stating Superior HealthPlan is the hygiene closet sponsor.
- Canutillo ISD (Student Support Services) agrees to be listed as a resource on www.findhelp.org, which means the closet would not only be for your clients but anyone in need in the community. Superior HealthPlan will refer members in need to this closet.
- Clients may utilize the closet in any of the following ways:
 - The community may come to the closet every fourth Tuesday of the Month from 4-6 pm to get items they need at the Superior HealthPlan Hygiene Day.
 - Superior HealthPlan will create referrals through www.findhelp.org to the hygiene closet to support our members in emergency situations.
 - Your organization may access the closet to meet the needs of a client in an emergency outside of the scheduled set days and times, but the closet cannot be open to the general public on non-Superior hygiene days.
- There will be an end of term report for outcomes from the funding. Your organization is responsible for tracking the following each month and submitting the information in your final report that is **due by November 15, 2024**.
 - X individuals attended the closet for the month representing X number of people in X total households.
 - Number of hygiene items given out that month.
- A tracking spreadsheet template is available if needed along with an intake form for those attending the closet.

Terms of Sponsorship:

- Superior will be listed as sole sponsor of the Superior HealthPlan Hygiene Closet to include logo on all flyers, brochures and marketing materials distributed by Canutillo ISD (Student Support Services).
- Superior's Community Relations Coordinator will attend (as available) the hygiene closet each month. Individuals attending the hygiene closet will be invited to visit the Superior HealthPlan table and get information on the Plan. Superior may also invite additional community partners to set up to provide participants resources as space allows.
- There will be a required end of agreement meeting to discuss the outcomes of the sponsorship and all fields in the evaluation document are required.

Marketing Requirements:

- Formal press release from Canutillo ISD (Student Support Services) acknowledging sponsorship and launch of the hygiene closet. Sample press release attached.
- The Recipient agrees to a monthly social media post advertising the closet and tagging @SuperiorHealthPlan.
- The Recipient also agrees to advertise the partnership on the Recipient's website and newsletter if applicable. Recipient agrees to include a link to www.superiorhealthplan.com within the content publication. Representatives of Superior HealthPlan will conduct an audit of the Recipient's website and other digital properties to identify content.

- It is specifically understood and agreed that nothing contained in this Agreement will be construed as an express or implied waiver by Canutillo ISD of its governmental immunity or of its state governmental immunity.
- Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the Parties and neither Party shall have the right or authority or shall hold itself out to have the right or authority to bind the other Party, nor shall either Party be responsible for the acts or omissions of the other, except as provided specifically to the contrary herein.

Once this agreement is signed, these terms must be met timely. Attached you will find the financial documents and intake form necessary for the execution of this agreement.

Thank you for your time and consideration and we look forward to this partnership.

Superior HealthPlan

Name: _____

Signature: _____

Date: _____

Canutillo ISD (Student Support Services)

Name: _____

Signature: _____

Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Elizabeth Sida

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





Canutillo Independent School District Warehouse Services

Excellence Through Integrity and Innovation

MEMORANDUM

TO: Members of the Board of Trustees
Dr. Pedro Galaviz, Superintendent of Schools

THROUGH: Martha Piekarski, Chief Financial Officer
Dr. Debra Kerney, Associate Superintendent

FROM: Alex Aguilar, Warehouse/Instructional Materials Coordinator

DATE: May 07, 2024

SUBJECT: Instructional Materials Adoption Cycle – Proclamation 2024

The State Board of Education (SBOE) issued Proclamation 2024 which calls for the adoption of Instructional Materials for the following subject areas:

- Grade K-12 Texas Essential Knowledge and Skills for Science
- Texas Essential Knowledge and Skills for Social Studies
- Texas Essential Knowledge and Skills for Technology

The adoption of instructional materials under Proclamation 2024 is scheduled to begin in August 2024- 2025 school year. In the spring of 2024, trustees approved the selection of the Instructional Materials Adoption Teams (IMAT) made up of teachers and instructional coaches to represent individual district campuses during the adoption review process.

The district is request that the Board of Trustees approve the selection of these materials in the amount not to exceed \$978,353.00 dollars (see attached report). The funds are from the Technology & Instructional Materials Allotment (TIMA) account issued by the State, which has a balance approximately \$1,266,137.25 not including the cost of Proclamation Adoption 2024. Remaining TIMA Fund will be approximately \$287,784.00.



Street Address: 7965 Artcraft Rd. • El Paso, TX 79932 | Mailing Address: P.O. Box 100 • Canutillo, TX 79835
Phone (915) 877-7496 • Fax (915) 877-7467 • www.canutillo-isd.org

Proclamation 2024 Adoption - K-12 Science / CTE

Estimate Cost: \$ 978,352.95	Working Document Please Do Not Make Changes!
	CISD Allotment Balance: \$ 1,266,137.25

Elementary & Secondary Schools

8 Years	K-5 English Sciene Consumable & Digital	\$ 309,635.00	5% Discount	\$ 294,153.25
8 Years	K-2 Spanish Science Consumable & Digital	\$ 74,392.00	10% Discount	\$ 66,952.80
8 Years	3-5 Spanish Science Digital Only	\$ 55,105.00	10% Discount	\$ 49,594.50
1 Year	K-8 Lab Material Kits (1 Year Purchase)	\$ 221,005.00	5% Discount	\$ 209,954.75
8 Years	6-8 English Science - Digital Only	\$ 127,411.00	5% Discount	\$ 121,040.45

\$ 741,695.75

High School & Early College

8 Years	Biology - Digital License	\$ 64,390.80		
8 Years	Chemistry - Digital License	\$ 48,993.00		
8 Years	Physics - Digital License	\$ 20,997.00		
8 Years	Intergrated Physics and Chemistry - Digital License	\$ 4,199.40		
8 Years	Personal Literarcy and Economics - Digital License	\$ 19,350.00		
8 Years	Environmental Systems - Digital License	\$ 67,527.00		
8 Years	Astronomy - Digital License	\$ 11,200.00		

\$ 236,657.20

CTE - High School & Early College (No Adoption for FY 2024-2025)

8 Years	Forensic Science	Pending \$		\$ 20,768.50
8 Years	Anatomy and Physiology			\$ 31,500.00
8 Years	Medical Terminology Health Science Theory Principals of Applied Engineering Engineering Design and Presentation Instructional Practices	Campus License / 300 Student Seats per School Year		\$ 435,600.00
8 Years	Child Development			\$ 8,730.00
8 Years	Principles of Education and Training			\$ 4,862.55

CTE Proposal TAB

iCEV offers an Enterprise License with a discount that will cover all or many of CTE course that are currently spread out over 9 Publisher from 2017 Adoption. Gap Year in 2025-2026

\$ 501,461.05

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Elizabeth Sida
Business Services Approval (Initials) *Date*

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



May 17, 2024

Elizabeth B. Sida
CISD Purchasing Agent
Canutillo ISD
915-877-7426
esida@canutillo-isd.org

RE: Bond Management Services for Canutillo ISD

Dear Mrs. Sida,

PROCEDEO is pleased to offer the following Bond Management services for Canutillo ISD. To the best of our ability, we have described the services that will be provided as defined in the RFQ.

- PROCEDEO's fee of 3.2% to provide Professional Services in the amount of Twelve Million One Hundred Twenty-Six Thousand and Five Hundred and Sixty Dollars (\$12,126,560). This fee is based on the election order in the amount of \$378,955,000.
- PROCEDEO's culture is to provide the district collaboration without worry of hourly rates.
- Our goal is to be a confidant to the superintendent and/or their designees as may be determined. We will utilize our team of experts to address specific areas of need as the process progresses.
- The services are based on the Scope of Work listed in the RFQ.

Should you have any questions regarding this proposal, please do not hesitate to reach out to us. We hope that this offer meets with your satisfaction, and we look forward to collaborating with you soon.

Best regards,



Brian Johnson, LEEP AP
President
PROCEDEO
817-764-0012 - Phone
brianjohnson@procedegroup.com

Detailed Breakdown

SCOPE	BOND AMOUNT	PROCEDEO MANAGEMENT FEE
HVAC and Roof Repairs	\$42,050,000	\$1,345,600
New Construction	\$322,805,000	\$10,329,760
Safety and Security	\$8,300,000	\$265,600
School Upgrades	\$5,800,000	\$185,600
	TOTAL	\$12,126,560

Board of Trustees

Meeting Date: 5/28/2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



FEES

DISPOSITION OF DISTRICT REAL PROPERTY.

The Fee shall be a commission based on a percentage of the gross sales price and shall not exceed the applicable percentage rate set forth below. The Parties on a case by case basis may, however, negotiate commission rates or an alternative Fee basis commensurate with the market, the circumstances of the disposition, and the services provided by Broker.

A “**disposition**” means the sale and conveyance fee simple title to District’s real property; Disposition does not mean a sale and conveyance by exchange or land swap.

Sales Price	Commission (no buyer’s agent)	Commission (split with buyer’s agent)
Up to \$4M	5.0%	6.0%
Over \$4M to \$8M	4.0%	5.0%
Over \$8M	3.0%	4.0%

ACQUISITION OF REAL PROPERTY.

The Fee shall be a commission based on a percentage of the gross sales price (or fair value of property acquired via a property exchange) and shall not exceed the applicable percentage rate set forth below. The Parties on a case-by-case basis may, however, negotiate commission rates or alternative Fee basis commensurate with the market, the circumstances of the acquisition, and the services provided by Broker.

For Broker’s services in the acquisition of real property, Broker shall first use commercially reasonable efforts to obtain the commission from the seller/owner of the real property. If Broker does not receive a gross commission or remuneration from the seller/owner of the property that equals or exceeds the applicable commission rate set forth below, District shall pay to Broker, upon closing, the difference between the commission or remuneration paid by the seller/owner of the real property and the commission set forth below.

Sales Price	Commission
Up to \$4M	5.0%
Over \$4M to \$8M	4.0%
Over \$8M	3.0%

However, If Broker receives a commission or remuneration (equaling or exceeding the commission rates above) from the seller/owner of the real property acquired, District shall have no obligation to pay any Fee to Broker for its services rendered as District's representative.

An “**acquisition**” or “**acquire**” means: (a) the purchase of a real property by District; (b) an exchange of District real property for other real property; (c) the contribution or conveyance of real property or an ownership interest therein to a partnership, joint venture or other business entity in which District holds a controlling interest; (d) the transfer to District of a controlling

interest in an entity which has an ownership interest in a property in lieu of a purchase thereof; (e) the acquisition by District of an option to purchase real property; and (f) the lease of a real property by District. As used in this Contract, the term "**lease**" shall include a sublease and also the assignment of a leasehold interest to District, and the term "**owner**" shall include a sublessor and also the assignor of a leasehold interest.

Commission on an Option to Purchase

The Parties agree that in the event District enters into an option to purchase with an seller/owner, a commission shall be payable to Broker in accordance with the acquisition commission schedule based on the price paid for the option and for any extensions thereof. This commission shall be paid upon receipt by the seller/owner of any such payment(s). In the event such an option is exercised, whether during the Contract term or thereafter during a protection period, a commission shall be payable to Broker on the gross sales price of the property in accordance with the acquisition commission schedule. Notwithstanding the foregoing, to the extent that all or part of the price paid for the option, or any extension thereof, is applied to the sales price of the property, then any commission previously paid to Broker on account of such option payment(s) shall be credited against the commission payable to Broker on account of the exercise of the option.



STUDENT SUPPORT SERVICES CANUTILLO A Premier District

Executive Summary

To: Board of Trustees and Superintendent Dr. Galaviz

From: Maria G. Villarreal, Director of Student and Community Services

Thru: Dr. Reyes, Executive Director of Student Support Services

Date: May 14, 2024

Re: Approval of the Optional Flexible School Day Program for The Opportunity Academy

The following is the Optional Flexible School Day Program (OFSDP) Application for the 2024-2025 school year.

Agenda Summary:

The Opportunity Academy (TOA) opened ten years ago during the 2014-2015 school year. From its inception, TOA has given Canutillo High School students the opportunity to stay in the Canutillo District and continue their education through a non-traditional setting.

Benefits:

We have helped students earn over 450 credit recovery courses, during the 2021-2022, 2022-2023, and 2023 - 2024 school years with 15 students completing the program and receiving their high school diploma this school year. Our goal this school year is to extend an invitation for more students to complete their graduation requirements at the Opportunity Academy Program.

Street Address:
7000 Fifth St.
Canutillo, TX 79835

Mailing Address:
P.O. Box 100
Canutillo, TX 79835

P: (915) 877-7650
F: (915) 877-7665
canutillo-isd.org

Canutillo Independent School District does not discriminate on the basis of race, color, religion, gender, sex, national origin, age, disability, military status, genetic information, or any other basis prohibited by law in its employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

Texas Education Agency



APPLICATION

Updated April 2024

Optional Flexible School Day Program (OFSDP)

2024-2025 School Year

ELIGIBLE APPLICANTS: The Texas Education Agency (TEA) will make available to eligible school districts and open-enrollment charter schools an application form that must be completed and submitted annually to the TEA for approval.

Definition of Program Provisions

Eligible Students

A student in any grade level is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if the student is:

- at risk of dropping out of school, as defined by the TEC, §29.081,
- attending a campus implementing an approved innovative campus plan,
- attending a TEA-designated ECHS as defined by the TEC, §29.908, P-TECH, or ICIA,
- attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2), or
- not meeting attendance requirements under the TEC, §25.092, resulting in denied credit for one or more classes in which the student has been enrolled.

AND

There must be an agreement in writing to the student's participation:

- by the student, if the student is over 18 years of age; or
- by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

Assessment

The student must take the required state assessments specified under the TEC, §39.023, during the regularly scheduled assessment calendar.

Participation in University Interscholastic League (UIL)

A student enrolled in an OFSDP under the TEC, §29.0822, may participate in a competition or other activity sanctioned or conducted under the authority of the University Interscholastic League (UIL) only if he or she meets all UIL eligibility criteria.

Attendance Credit

A student attending an OFSDP under the TEC, §29.0822, may be counted in average daily attendance (ADA) for purposes of funding under the TEC, Chapters 46, 48, and 49, only for the actual number of contact hours the student receives, not to exceed 720 hours or 43,200 minutes per 12-month period. **Students enrolled in the traditional program for part of the year and the OFSDP program for part of the year may not earn more than one ADA.**

Board Approval

The board of trustees of a school district must include the OFSDP as an item on a regular agenda for a board meeting. Board of trustees of a school district must discuss the progress of the program before approving the program and applying to operate an OFSDP (see Appendix Two).

Continuation or Revocation of Program Authorization

Applications are approved for a period of one (1) school year. Continuation of the approval for the OFSDP will be contingent on the demonstrated success of the program. Determination of success will include a review and analysis of data provided in the mandatory final progress report(s). The commissioner of education may revoke authorization for participation in the OFSDP after consideration of relevant factors, including performance of students participating in the program on assessment instruments required under the TEC, Chapter 39; the percentage of students participating in the program who graduate from high school; and other criteria agreed to in the application and adopted by the commissioner of education. A decision to revoke approval of the program by the commissioner of education is final and may not be appealed.

Reporting Requirements

Following approval of the application, the applicant may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. When requested, reports will require applicants to disclose the overall progress of the students in the program, the number of students enrolled in the program (disaggregated by ethnicity, age, gender, and socioeconomic status), the number of students graduating from high school (disaggregated by ethnicity, age, gender, and socioeconomic status), and additional criteria selected by the applicant and agreed to by the commissioner. The TEA will provide notice to applicants and additional instructions for completion of reports at least 45 days before the date a report is due, or as soon as possible, in order to give school districts and charter schools adequate time to prepare and submit the reports to the TEA. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Provisions of Agreement

Article I – Parties to Agreement

This agreement is entered into by and between the Texas Education Agency, an agency of the State of Texas, hereinafter referred to as the "TEA," and

Canutillo Independent School District
(Legal Name of School District or Open-Enrollment Charter School)

located at

7965 Artcraft, El Paso, Texas 79932
(Physical Address)

hereinafter referred to as "district."

Article II – Period of Agreement

The period of the agreement, as detailed by participating campus in **Appendix 5**, is for a maximum of one (1) school year plus an additional thirty (30) school days if the district is applying for credit recovery. **Note that the agreement term is subject to annual renewal.**

Article III – Purpose of Agreement

The district must perform all the functions and duties set out in the agreement, the authorizing program statute, and applicable regulations.

Article IV – Reporting Requirements

The district may be required to submit progress reports based on criteria selected by the applicant and agreed to by the commissioner. The TEA may request additional reports as necessary to monitor and assess progress of students participating in the program.

Article V – General and Special Provisions to the Agreement

Attached hereto and made a part hereof by reference is each of the provisions indicated below with an "X" beside it:

- Appendix One, Assurances
- Appendix Two, Board Approval
- Appendix Three, Attendance and Compliance Procedures of Proposed Program (Attach PDF File)
- Appendix Four, District Contacts
- Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement (Attach Excel File)

Article VI – Application Process

- For questions or assistance regarding this application, email opflex@tea.texas.gov or call 512-463-8916.
- Applications should be submitted 30 days prior to the start of the program. Start date(s) on Appendix 5 should be at least thirty (30) days after the application is submitted.
- Applications submitted by July 15th should be approved by August 15th.
- Email the complete application and attachments to: opflex@tea.texas.gov.
- Email subject line should indicate: OFSDP Application - District Name, County District Number

Article VII – Agreement

AGREED and accepted on behalf of the school district or open-enrollment charter school to be effective on the earliest date written above by a person authorized to bind the district.

Typed Name Dr. Pedro Galaviz _____ Authorized Signature _____
 Typed Title Superintendent of Schools

Appendix One Assurances

The definition of terms of the application applies to this Appendix One, Assurances. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix One. All information requested must be included with this form.

The district agrees to enroll only eligible students to participate in an OFSDP authorized under this application. A student is eligible to participate in an OFSDP authorized under the TEC, §29.0822, if:

1. the student meets one of the following conditions:
 - the student is at risk of dropping out of school, as defined by the TEC, §29.081; or
 - the student is attending a campus implementing an approved innovative campus plan; or
 - the student is attending a community-based dropout recovery education program, as defined by the TEC, §29.081(e-1) or (e-2); or
 - the student is attending a campus with an approved early college high school program designation as defined by the TEC, §29.908; or
 - the student, as a result of attendance requirements under the TEC, §25.092, will be denied credit for one or more classes in which the student has been enrolled.

and

2. there is an agreement in writing to the student's participation
 - by the student, if the student is over 18 years of age; or
 - by the student and the student's parent or person standing in parental relation to the student, if the student is less than 18 years of age and not emancipated by marriage or court order.

The district agrees:

1. to administer mandatory assessment instruments during the regular assessment cycle to students enrolled in OFSDPs;
2. to ensure all instructional materials and facilities are comparable or exceed the required standards for students in similar programs;
3. that the students participating in an OFSDP will not be isolated from other academic and vocational programs of the school district and that all students will have access to school counselors for pre- and post-entry counseling, academic or personal counseling, and career counseling;
4. to provide faculty and administrators with baccalaureate or advanced degrees, highly qualified staff, and certified teachers as required by 19 Texas Administrative Code §129.1027 for the program;
5. to adopt a policy that does not penalize students participating in an OFSDP in accordance with the 90% rule (TEC, §25.092[a]) or the 75% to 90% rule for class credit (TEC, §25.092[a-1]);
6. to adopt a policy to require students to attend regularly scheduled instruction for the OFSDP with penalties for nonattendance including filing truancy charges, if appropriate;
7. to track the number of minutes the student receives instruction each day and to comply with applicable sections of the Student Attendance Accounting Handbook.

8. to comply with all reporting requirements established by the TEA;
9. not to discriminate based on disability, race, color, national origin, religion, or sex; and
10. to prohibit a student participating in an OFSDP from participating in a competition or other activity sanctioned or conducted under the authority of the UIL unless the student meets all UIL eligibility requirements.

AGREED and accepted terms and conditions of Appendix One on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Armando Rodriguez, Board President, (915)877-7444
 Name, Title, and Telephone Number of School Board President

 Signature of School Board President Date

Dr. Pedro Galaviz, Superintendent of Schools, (915) 877-7444
 Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

 Signature of Person Authorized to Bind the District or Charter School Date

Appendix Two
Board Approval

The definition of terms of the application applies to this Appendix Two, Board Approval. The school district or open-enrollment charter school hereinafter called "district" does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Two. All information requested must be included with this form.

1. The board of trustees of the school district or the governing board of the open-enrollment charter school **agrees to include the OFSDP as an item on the agenda** concerning the proposed application.

2. The board of trustees of the school district or the governing board of the open-enrollment charter school must discuss the progress of the program before applying to operate an OFSDP.

The proposed OFSDP application was on the agenda and discussed at the board meeting conducted on:

Month: May

Day: 28

Year: 2024

Time: 6:00 pm

Location: 7965 Artcraft, El Paso, Texas 79932

Agreed and accepted on behalf of the school district or open-enrollment charter school by persons authorized to bind the district.

Armando Rodriguez, Board President, (915)877-7444

Name, Title, and Telephone Number of School Board President

Signature of School Board President

Date

Dr. Pedro Galaviz, Superintendent of Schools, (915) 877-7444

Name, Title, and Telephone Number of District Superintendent or Charter School Chief Operations Officer

Signature of Person Authorized to Bind the District or Charter School

Date

Appendix Three

Attendance and Compliance Procedures of Proposed Program

The definition of terms of the application applies to this Appendix Three, Attendance and Compliance Procedures of Proposed Program. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit a separate PDF document to concisely provide the information below, labeled with the corresponding number, for Appendix Three. All information requested must be included with this form and should be reviewed by the District PEIMS Coordinator prior to submission.

1. Describe the program goals and objectives.
2. Indicate the proposed schedule offered to students participating in the OFSDP, including days of the week and times.
3. Provide an outline of staff positions and resource personnel (teachers, administrators, counselors, support staff, etc.) associated with the program. Include contact hours each staff position will be obligated to the program.
4. Describe the procedures for identifying students, including how the school confirms and documents student eligibility and obtaining student and parental consent for OFSDP participation.
5. Indicate the estimated number of OFSDP students that will be served per teacher.
6. **If** the OFSDP program will offer special education, career and technology education, pregnancy-related services, or bilingual education, indicate how services will be provided, the teacher certification standards in each program area, and how services will comply with the Student Attendance Accounting Handbook.
7. OFSDP requires a teacher of record to record the actual number of students’ instructional minutes on any given day. NOTE: absences and days present do not exist in the OFSDP

Explain the following:

- a. How the classroom teacher will verify the number of instructional minutes a student receives each day.
- b. How the district will ensure that minutes for students who did not attend a minimum of 45 minutes on a particular day are not reported for funding.
- c. How the district will ensure that students transferring from the traditional program (ADA Codes 0-6) to OFSDP (ADA Codes 7-8) will not generate more than one ADA in total for the school year and that students will not receive more than 10,800 minutes per course. It is recommended that the district apply the following formula to determine the maximum OFSDP minutes a student is eligible = (Calendar School Days - Traditional Days Present) x 240.
- d. How the district will ensure that students are not coded in a traditional program on the same day that the student is accumulating OFSDP instructional minutes.
- e. How the district will ensure that attendance practices and records comply with Sections 2.2.3 and 11.6 of the Student Attendance Accounting Handbook.
- f. How Student Detail Audit reports for the OFSDP track will be reviewed and certified each six-week attendance reporting period.

8. If eligible OFSDP students participate in a credit recovery program offered in the summer, funding is limited to the attendance necessary for the student to recover class credit. Please describe how attendance will be monitored to ensure additional minutes are not reported for funding.
9. If students are attending a community-based dropout recovery education program as defined by TEC, §29.081 (e-1) or (e-2):
 - a. Will the district operate the dropout recovery education program or utilize an education management organization? If services will be contracted, please provide the organization name, accreditation status and the name of the accrediting agency.
 - b. Indicate how students will be offered or provided referrals for mental health services.
10. If students are attending a dropout recovery program offered in a remote or hybrid setting, as defined by TEC, §29.081 (e-2):
 - a. Describe the curriculum credentials, certifications, or other course offerings that relate directly to employment opportunities in the state.
 - b. Describe the individual learning plan or process used to monitor each student's progress.
 - c. Indicate how students will be served by an academic coach and local advocate.
 - d. Indicate the date of the month that monthly student progress reports will be provided to the student's school district.
 - e. Provide the location and a brief description of the in-person student engagement center.

Appendix Four District Contacts

The definition of terms of the application applies to this Appendix Four, Contact(s) Sheet. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Four. All information requested must be included with this form.

District Contacts for the Application

District/Charter School Superintendent:	Dr. Pedro Galaviz
Mailing Address:	7965 Artcraft
City, State, Zip Code:	El Paso, Tx. 79932
Telephone Number:	(915)877-7444
Email Address:	pgalaviz@canutillo-isd.org

District PEIMS Coordinator:	Jesus Komiyama
Email Address:	jkomiyama@canutillo-isd.org

OFSDP Contact Name:	Dr. Monica Reyes
Email Address:	mreyes@canutillo-isd.org

OFSDP Contact Name:	Maria G. Villarreal
Email Address:	mgvillarreal@canutillo-isd.org

NOTE: Most of the contact for the approved OFSDP is done via email. A valid email address(es) must be submitted on this form. Provide the full name(s) of the person(s) who is (are) the email contact(s) to ensure that the TEA has accurate information.

Appendix Five
Participating Campuses, Student Eligibility, and Period of Agreement

The definition of terms of the application applies to this Appendix Five, Participating Campuses, Student Eligibility, and Period of Agreement. The school district or open-enrollment charter school hereinafter called “district” does hereby certify and agree to the following conditions of the agreement.

Page limit: Submit no additional pages for Appendix Five. All information requested must be included with this template and submitted in a separate Excel file.

Download and complete Appendix 5, which can be found on the [OFSDP webpage](#) under the *Applications and Templates* section.

Once completed, email the following to OPFLEX@tea.texas.gov:

- 1. The application (in PDF file format)**
- 2. Appendix Three (in PDF file format)**
- 3. Appendix Five (in MS Excel file format)**

***All file names should include the district/charter school’s name**

Appendix Three

1. Program Goals and Objective

- The purpose of the Opportunity Academy (TOA) is to accommodate our dropout students that may have the following:
 - challenges in a traditional educational setting
 - are now parents and need to work
 - at-risk students that have been denied credit for classes due to failed attendance requirements in a traditional setting
 - did not complete high school within their graduation cohort
 - have not succeeded in obtaining the academic credits required to graduate
- The Opportunity Academy (TOA) offers an innovative instructional model, which will provide students:
 - a flexible schedule to work independently
 - earn high school credits
 - prepare for state exams and
 - graduate
- Students are responsible for their own learning; however, students are provided one-on-one assistance when necessary. Students take an active role in setting their personal goals when interviewed for The Opportunity Academy through the Student Success Team. This approach is also self-paced with clear quantifiable objectives. TOA implements Computer Based Instruction and employs the PLATO Learning Online Curriculum Program that has been aligned to state and national learning standards. Students will be accessing the online curriculum at the Lone Star Building campus, under the instruction of the teacher of record.

2. Schedule

- 180 School Instructional days, August 5, 2024 - May 29, 2025 (Monday thru Friday, 8:00 am - 4:30 pm)
- Summer Credit Recovery classes (Monday thru Friday, 8:00 am - 4:30 pm)

3. Staff Positions/Personnel & Qualification Standards

- Dr. Monica Reyes *Executive Director of Student Support Services 8 am – 5 pm Monday – Friday*
 - Facilitate and direct TOA program. Examine student data and award earned credits.
 - Meet with students during the intake process and throughout their continued participation in the program.
- Angelina Cardiel *Supplemental Services Educator 8 am – 4:30 pm Mon. – Fri. 6 pm – 8 pm Mon. – Thurs.*
 - Co-facilitate meetings with parents, staff, and students. Prepare student data, review transcripts, and evaluate credit criteria.
 - Calculations of credit loss due to attendance.
 - Meet with students during the intake process and throughout their continued participation in the program.
 - Facilitate access rights to curriculum program.
 - Maintain student online curriculum program data.
 - Communicate students' progress with stakeholders such as counselors and administration, systematize credits earned.
 - Enter grades in Gradebook for Progress Report and Report Card based on specified criteria.
 - Implement and monitor procedures. Actively monitor TOA students assuring that all students remain on task within their assigned lessons.
 - Provide academic intervention to students as needed in appropriate subject areas.
 - Provides services to include individual and/or group tutoring.
 - Administering of checking out and in of lab supplies from students: headphones, calculators, etc.
 - Responsible for developing various interesting teaching methods and instructional methods that are beneficial to the students.
 - Facilitate access rights to curriculum program. Maintain student online curriculum program data. Communicate students' progress with stakeholders such as counselors and administration, systematize credits earned. Enter grades in Gradebook for Progress Report and Report Card based on specified criteria.
- Christina Figueroa *At-Risk Aide 8:00 am – 4:30 Monday – Friday*
 - Take attendance daily. Document and inform SES supervisor of excessive tardiness and absences.
 - Provide essential supervision to the students in educational requirements.
 - Provide life skills to integrate into the community to become successful and self-sustained both inside and outside of the educational setting.
 - Provide academic intervention to students as needed in appropriate subject areas.

Canutillo ISD
The Opportunity Academy

- Provides services to include individual and/or group tutoring.
- Facilitate access rights to curriculum program.
- Maria Villarreal *Director of Student and Community Services 8:30 am – 4:30 pm Monday – Friday*
 - Evaluate transcripts for cohorts prior to 2024.
 - Evaluate student’s testing history.
 - Determine student’s eligibility for Individual Graduation Committee for cohorts prior to 2024.
 - Provides supervision to the student's plan of courses to be taken.
- Robert Radecki, DAEP counselor, 7:30 am - 4:00 pm Monday - Friday
- Canutillo High School Counselors, 8:00 am - 4:30 pm Monday - Friday
 - Refer students to TOA program
 - Examine transcripts and provide classes needed.
 - Evaluate credits earned.
- Annette Gonzalez *Intervention Specialist 8:30 am – 4:30 pm Monday – Friday*
 - Interview and refer students to TOA.
 - Facilitate meetings with students, parents, counselors, and TOA staff.
 - Meet with students during the intake process and throughout their continued participation in the program.

4. Identifying Students Eligibility

Counselors identify students that are behind on credits, having difficulty attending traditional school hours and environment. A referral to the Intervention Specialist is made. At-risk checklist and documentation is reviewed. Intervention Specialist, Counselor, and Director, then meet to make a decision. At that point parent and student speak with the Intervention Specialist to offer options.

Eligibility/Consent Student/Parental Consent

The Opportunity Academy holds a Student Study Team (SST) meeting for all referred students to the program. Students that attend the Academy and are over the age of eighteen will provide self-consent. Those students eighteen and under will need to have a parent consent form signed. Student and parent (when applicable) will go through possible Social/Behavioral, Health and Academic strengths and deficiencies intake to meet the student’s needs. Program regulations and contracts are also provided to students and parents. The SST committee determines the student’s credits and goals during the meeting while participating in the TOA program.

5. Estimated TOA Enrollment

The teacher for The Opportunity Academy (TOA) will serve approximately 70 students within the school year, with no more than 1:28 teacher student ratio.

6. Other Services

6a. Special Education. Students who receive special education services will be given instruction and services according to the Individual Education Plan (IEP). As developed through the Admission, Review and Dismissal (ARD) meetings, the TOA teacher who serves as the general education teacher ensures the IEPs for students are followed. As outlined in the Student Attendance Accounting Handbook, mainstreamed special education services are not reported to generate special education funding.

6b. Career and Technology Education (CTE). TOA implements computer-based instruction and employs the PLATO Learning Online Curriculum which is aligned to the state and national standards. TOA students are able to take career and technology education courses offered within the PLATO system to receive course credit. We do not generate contact hours as there is no regularly scheduled direct instruction by a certified CTEA teacher in TOA program.

6c. Pregnancy Related Services (PRS). Our district offers PRS once students are identified. Support services include Compensatory Education Home Instruction (CEHI) during prenatal and postpartum periods, childcare, transportation, counseling services, health services and government referrals in accordance with the Student Attendance Accounting Handbook. The TOA teacher serves as the CEHI teacher for all TOA students identified needing pregnancy related services. On the first day of CEHI instruction, the High School Registrar will remove the student from the TOA Calendar 2 with ADA code 7171

6d. English Language (EL) Services. Our district offers English Language (EL) services within our TOA program. However, the TOA program is not considered an ESL program. The TOA teacher provides services through the English Language Proficiency Standards (ELPS) strategies while delivering content instruction to TOA EL students.

7. Attendance

7a. Daily attendance is recorded in the district's student management system. TEAMS by the TOA classroom teacher for all students enrolled. The teacher of record keeps daily attendance logs with the actual number of students instructional minutes. The classroom teacher will certify the student's minutes by signing the logs daily. TOA classroom teachers serve approximately a total of 70 students within the entire school year. To comply with the Texas Education Code, at no time are there more than 28 students enrolled per classroom and served at The Opportunity Academy.

7b. If a student attends less than 45 minutes a day, the student will not be reported for funding to the attendance clerk and not be reported to TSDS for that day. The TOA teacher records the student not present in the records to ensure cross-checking.

7c. The High School Registrar enrolls students into TOA Calendar 2 with ADA code 7. The instructional minutes are recorded into TEAMS Optional Flexible School Program Attendance Worksheet by the district PEIMS Specialist. The students will not receive more than 10,800 minutes per course and the maximum OFSDP minutes a student is eligible for is outlined in the following formula $[180 - (\text{Traditional Days Present}) \times 240]$.

7d. To ensure students are not coded in both a traditional and OFSDP instructional program, the High School Registrar enrolls students into TOA Calendar 2 with ADA code 7.

7e. Every six weeks, student daily reports are generated by the district PEIMS Specialist and verified by the Canutillo High School Attendance Clerk and Principal in compliance with Section 11.6 of the Student Attendance Accounting Handbook. Daily phone calls are made to students that are absent. Students sign a contract of expectations when they begin to attend TOA. After ten consecutive absences and repeated efforts to locate the student have been unsuccessful, the student may be dropped (FEA local).

7f. Each six weeks the OFSDP records will be reviewed and certified by the teacher.

8. Credit Recovery Program offered in the Summer

During the summer credit recovery of TOA, we will only enroll eligible students needing to regain course credit that was lost due to insufficient attendance. Daily attendance is recorded in the district's student management system TEAMS, by the TOA classroom teacher for all students enrolled. The teacher of record keeps daily attendance logs with the actual number of students instructional minutes. In addition, we are using a QR code system for students to sign in and we generate a daily report with the student instructional minutes. The classroom teacher will certify the student's minutes by signing the logs daily. The TOA classroom teacher will serve a maximum of 28 students during the summer TOA program.

$[\text{Total \# of school days} \times 90\% \text{ requirement}] - \text{Total \# of Traditional days present} - \text{OFSDP calculated days present (which would be calculated by total \# of OFSDP minutes/240 minutes)} = \text{\# of days needed to recover. The \# of days needed to be recovered} \times \text{OFSDP one day of 4 hours} = \text{Total \# hours needed to regain course credit that was lost due to insufficient attendance.}$

If a student attends less than 45 minutes a day, the student will not be reported for funding to the attendance clerk and not be reported to TSDS for that day. The TOA teachers records the student not present in her records to ensure cross-checking. The High School Registrar enrolls students into TOA Calendar 2 with ADA code 7 for the Summer Credit Recovery Program.

Attendance records will be reviewed and certified by the teacher.

9. Community-Based Dropout Recovery Program

TOA students do not attend a community-based dropout recovery education program.

10. Remote or Hybrid Dropout Recovery Program

TOA students do not attend a remote or hybrid dropout recovery program.

Optional Flexible School Day Program (OFSDP) - Appendix 5

Insert 6-Digit District Number

School Year Click here to enter the school year

Campus Name	Eligibility Designation							Estimated Students Participating	Program Start Date	Program End Date	Proposed Days: SUMTWTTHFS	Minutes Offered Per Day	Summer Period of Agreement			
	1	2	3	4	5	6	7						Summer Program Start Date	Summer Program End Date	Proposed Days: SUMTWTTHFS	Minutes Offered Per Day
071907001	1				5			70	8/5/2024	5/29/2025	MTWTHF	450	6/12/2025	6/12/2025	MTWTHF	450
173																
000000000																
000000000																
000000000																
000000000																
000000000																

Students may not be reported with more than one ADA in total on the 42400 Basic Attendance Collection 3 and 42500 Flex Attendance in collections 3 and 4

- 1 = TEC §29.081 At-Risk Students
- 2 = TEC §25.092 Minimum Attendance
- 3 = TEC §29.908 Early College High School
- 4 = TEC §39A.107 Campus Turnaround Plan
- 5 = Credit Recovery**
- 6 = TEC §29.081(e-1) Campus-Based Dropout Recovery Program
- 7 = TEC §29.081(e-2) Remote/Hybrid Dropout Recovery Program

School Year Period of Agreement
Reported in TSDS PEIMS Summer Collection 3
Program start date must be 30 days after application submission.
Program end date must not exceed the last day of the regular school calendar.

Summer Period of Agreement
Reported in TSDS PEIMS Extended Collection 4
****Credit Recovery - Designation 5**
Summer period of agreement should not exceed 30 days or extend past July 31st.

The Opportunity Academy (T.O.A.) 2023-2024

Angelina Cardiel
Supplemental Service Educator

AGENDA

- Introduction
- Primary goals
- Areas of growth
- Graduates / Summer Graduates
- Summary

INTRODUCTION

At The Opportunity Academy we foster cooperative thinking to further student progress, close the missing credits gap, assist students and foster a student-first mindset.

Primary Goals of T.O.A

What is The Opportunity Academy (TOA)

It is a computer-based instruction (CBI) lab that provides students with options and resources to obtain high school credit. Edmentum / PLATO Learning Online Curriculum Program that has been aligned to state and national learning standards Personalized educational experience to build around each student's individual needs and graduation requirements.

Purpose of TOA

TOA serves our community students with a credit recovery program. Through this alternative instructional model, students will be provided a flexible schedule to work independently to earn high school credits, prepare for state exams, and graduate. TOA provides education equally to all students.

Benefits of TOA

Students get to participate in Canutillo High School's graduation ceremony the year they complete their courses and pass all EOC/STAAR assessments.
Flexible schedule and hours that work around student busy life.
Work at their own pace.
Small class size.
Very friendly and helpful staff.
Offer summer school in all subject areas.

Summary of Progress

Annual growth

AREAS OF GROWTH

2 Teachers	Number of Students in TOA
August 2022	22
September 2022	26
October 2022	26
November 2022	33
December 2022	34

2 Teachers	Number of Students in TOA
January 2023	41
February 2023	46
March 2023	46
April 2023	49
May 2023	54

1 Teacher & 1 paraprofessional	Number of Students in TOA
January 2024	34
February 2024	36
March 2024	37
April 2024	44
May 2024	

AREA OF FOCUS

Area of Focus:	Data:
Number of courses processed as of May 30, 2024	165
Number of IGCs this school year as of May 30, 2024	4
Number of graduates as of May 30, 2024	12
Number of estimated summer graduates	3



SUMMARY

At The Opportunity Academy (TOA), we believe in giving 110%. By using our educational resources, we help organize students to reach their graduation goals. We thrive because our faculty and staff are knowledgeable and partake in great teamwork behind our student's progress. Efficiencies will come from integrity and proactively transforming how we all collaborate in the best interest of our CISD students that attend TOA.

What some students have said:

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2023 Student: "Literally worth all the time, effort and support, I had a great time through the way, and I had a lot of people who believed in me."

2023 Student: "It's a good program that they help you graduate and people that say that it is a bad program, is because they didn't appreciate the opportunity they had."

TOA Summary

2024 Student: "I feel like someone that matters here and I am being heard and my needs to graduate are being met."

THANK YOU

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Angelina Cardiel
Supplemental Service Educator
The Opportunities Academy: T.O.A.
CEHI/PRP/PEP Coordinator
Canutillo ISD
Lone Star Building B
7000 5th St.
Canutillo, Texas 79835
B.S. History / M. Edu. in Edu. Leadership
acardiel@canutillo-isd.org
Work: (915)877-7655
Cell: (915)308-0406

Board of Trustees

Meeting Date: April 2024

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and recommendation to approve TASB Localized Policy Update 122

Justification Statement:

To update local policies Online through TASB Update 122

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Martha Carrasco, Chief Human Resources Officer.

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer.

Signature of Presenter(s)

Business Services Approval (Initials)

Date April 2024

Agenda Summary:

Policy Update 122

Local policies affected: CQB, CSA,DC, DP, EHB, EHBC, EHBCA, EIC,FEA,FFAC, FFB, FL

RECOMMENDATION: That Update 122 goes through 1st reading

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S): N/A

ACCOUNT

NO(S): N/A

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid): N/A

REQUESTING DEPARTMENT:

HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

Online Policy will not be current

IMPLEMENTATION TIMELINE:

Immediately after 1st reading

ATTACHMENT(S): Policy List, Policy Comparison Packet, Explanatory Notes.



(LOCAL) Policy Action List

CANUTILLO ISD (071907)

AE(LOCAL): EDUCATIONAL PHILOSOPHY

AF(LOCAL): INNOVATION DISTRICTS

BBB(LOCAL): BOARD MEMBERS - ELECTIONS

BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES

BBG(LOCAL): BOARD MEMBERS - COMPENSATION AND EXPENSES

BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDB(LOCAL): BOARD INTERNAL ORGANIZATION - INTERNAL COMMITTEES

BDD(LOCAL): BOARD INTERNAL ORGANIZATION - ATTORNEY

BE(LOCAL): BOARD MEETINGS

BF(LOCAL): BOARD POLICIES

BQ(LOCAL): PLANNING AND DECISION-MAKING PROCESS

BQA(LOCAL): PLANNING AND DECISION-MAKING PROCESS - DISTRICT-LEVEL

BQB(LOCAL): PLANNING AND DECISION-MAKING PROCESS - CAMPUS-LEVEL

CB(LOCAL): STATE AND FEDERAL REVENUE SOURCES

CE(LOCAL): ANNUAL OPERATING BUDGET

CFF(LOCAL): ACCOUNTING - CHECKING ACCOUNTS

CH(LOCAL): PURCHASING AND ACQUISITION

CKEA(LOCAL): SECURITY PERSONNEL – COMMISSIONED PEACE OFFICERS

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

COA(LOCAL): FOOD AND NUTRITION MANAGEMENT - PROCUREMENT

CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT

CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE

CV(LOCAL): FACILITIES CONSTRUCTION

(LOCAL) Policy Action List

CANUTILLO ISD (071907)

DBB(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS

DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN

DEAB(LOCAL): COMPENSATION PLAN - WAGE AND HOUR LAWS

DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES

DED(LOCAL): COMPENSATION AND BENEFITS - VACATIONS AND HOLIDAYS

DEE(LOCAL): COMPENSATION AND BENEFITS - EXPENSE REIMBURSEMENT

DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL

DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT - SEARCHES AND ALCOHOL/DRUG TESTING

DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT

DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS

DNB(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF CAMPUS ADMINISTRATORS

EH(LOCAL): CURRICULUM DESIGN

EI(LOCAL): ACADEMIC ACHIEVEMENT

EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS

EIC(LOCAL): ACADEMIC ACHIEVEMENT - CLASS RANKING

EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION

FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY

FD(LOCAL): ADMISSIONS

FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS

FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

FFAA(LOCAL): WELLNESS AND HEALTH SERVICES - PHYSICAL EXAMINATIONS



(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529	800.580.1488

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 or a security incident, as defined by law, the District shall disclose the breach or incident 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 or incident involving sensitive, protected, or confidential student information as required by law.

**Building Access
Control**

Audits of building access control shall include weekly inspections of instructional facilities during school hours to certify all exterior doors are, by default, set to closed, latched, and locked status and cannot be opened from the outside without a key.

The Superintendent shall ensure that the findings of the weekly inspections are:

1. Reported to the District safety and security committee; and
2. Reported to the campus principal or lead administrator of the instructional facility to ensure awareness of any deficiencies identified.

The campus principal or lead administrator shall assign appropriate staff to take action to reduce the likelihood of similar deficiencies in the future.

The results of the weekly reports shall be kept for review as part of the required safety and security audit.

The District's building access control procedures shall not be interpreted as discouraging parents or guardians who have been properly verified as authorized visitors from visiting their student's campus. [See GKC]

Personnel Duties

The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.

**Filling Posting
Vacancies**

The Superintendent ~~or chief human resources officer~~ shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates.

~~Recruitment~~

~~All potential applicants for positions with the District shall be informed that the Superintendent has authority to employ certified contractual employees for some positions.~~ Current District employees may apply for any vacancy for which they have appropriate qualifications.

Applications

All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position.

[For information related to the evaluation of criminal history records, see DBAA.]

**Selection and
Employment**

The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel.

Contractual
Personnel

The Board delegates to the Superintendent final authority to employ directors, assistant principals, teachers, librarians, nurses, and school counselors.

The Board retains final authority for selection and employment of the following positions:

- Associate superintendent;
- Chief business officer;
- Chief human resources officer;
- Executive directors;
- Principals;
- Noncertified administrators;
- Other noncertified professionals who are administrators; and
- Personnel on contracts that are not governed by provisions of Education Code Chapter 21.

In order to allow the Board to make an informed decision on the Superintendent's recommendation, each recommendation submitted by the Superintendent to the Board for employment of a person to the positions of associate superintendent, chief business officer, chief human resources officer, executive directors, ~~or~~and principals shall include a copy of the person's resume, application, recommendations from previous employers, college transcript, and work history. The Superintendent shall ~~also~~ provide the names and similar information for ~~all~~the top two finalists for any of these positions.

~~The Board delegates to the Superintendent sole authority with responsibility to employ teachers, librarians, nurses, school counselors, directors, and assistant principals.~~

~~Final authority for selection and employment of associate superintendent, chief business officer, chief human resources officer, executive directors, and principals, shall be retained by the Board. [See (LEGAL) policies at DCA, DCB, and DCC, and DCE, as appropriate.]~~

~~Final authority for the selection and employment of noncertified administrators, other noncertified professionals who are administrators, and those whose contracts are not governed by provisions of Education Code Chapter 21 shall be retained by the Board. [See DCE]~~

~~Non-Contractual~~
~~The Superintendent shall have~~
Noncontractual
Personnel

Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).

The Board delegates to the Superintendent final authority to employ and dismiss ~~all other~~ noncontractual ~~personnel~~employees on an at-will basis. [See DCD]

Temporary
Employees

The Board delegates to the Superintendent the authority to employ on a temporary basis, interim principals, interim assistant principals, and other interim certified contractual personnel when the person is being recommended to the Board for permanent employment and there is a current vacancy. ~~The term of the temporary employment shall not exceed the lesser of 45 days or until the next regular Board meeting.~~The temporary employee shall be advised that such temporary employment is no guarantee of permanent employment.

Drug and Alcohol
Screening

Any offer of employment for ~~administrative positions and/or~~ positions that require the operation of a District vehicle or safety-sensitive equipment shall be conditioned on the applicant passing ~~the~~a District's alcohol and controlled substances test ~~described in~~

**Employment
Assistance
Prohibited**

~~DHE(LEGAL)~~. The Superintendent shall develop testing procedures to conduct these pre-employment drug and ~~(LOCAL)~~ alcohol screenings.

No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT) for the Educators' Code of Ethics.]

Dyslexia and Related Disorders

The District shall comply with all rules and standards adopted by the State Board of Education and guidance published by the commissioner of education to implement the program to test students for dyslexia and related disorders.

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

SPECIAL PROGRAMS
COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

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.~~

COMPENSATORY SERVICES AND INTENSIVE PROGRAMS
ACCELERATED INSTRUCTION

EHBCA
(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.

Parent Request

If a student fails to perform satisfactorily on a state-mandated assessment, a parent's request that the student be assigned to a particular teacher the following school year shall be addressed in accordance with the District's administrative procedures.

**Accelerated
Education Plan**

Appropriate District staff shall develop an accelerated education plan for a student who fails to perform satisfactorily on the same state-mandated assessment for two or more consecutive years.

A parent complaint about the content or implementation of the accelerated education plan shall be filed in accordance with FNG.

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.

Career Investigation

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 a professional's workplace for purposes of exploring the student's interest in pursuing a career in that professional's field.

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~~ 10 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 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.

No employee shall give any student prescription medication, non-prescription medication, herbal substances, anabolic steroids, or dietary supplements of any type, except as authorized by this or other District policy.

Medication Provided by Parent

The Superintendent shall designate the employees who are authorized to administer medication that has been provided by a student's parent. An authorized employee is permitted to administer the following medication in accordance with administrative regulations:

1. Prescription medication in accordance with legal requirements.
2. Nonprescription medication, upon a parent's written request, when properly labeled and in the original container.
3. Herbal substances or dietary supplements provided by the parent and only if required by the individualized education program or Section 504 plan for a student with disabilities.

No Medication Provided by District

~~The~~ Except as required by law and provided by this policy, the District shall not purchase medication to administer to a student.

Opioid Antagonist

This provision shall be applicable to every campus.

On Campus

The District authorizes school personnel who have been adequately trained to administer an opioid antagonist in accordance with law and this policy. Administration of an opioid antagonist shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing an opioid-related overdose.

Each applicable campus shall have at least one individual who is authorized and trained to administer an opioid antagonist present during regular school hours.

Maintenance, Availability, Training, and Reporting

Each applicable campus shall have at least two unused, unexpired opioid antagonist doses available.

All opioid antagonists shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer an opioid antagonist.

The Superintendent shall develop administrative regulations addressing acquisition, maintenance, expiration, and disposal of opioid antagonists in the District, as well as reporting, employee training, and emergency notification requirements.

Medication for Respiratory Distress

The District authorizes school personnel who have been adequately trained to administer medication for respiratory distress in

accordance with law and this policy. Administration of this type of medication shall only be permitted when an authorized and trained individual reasonably believes a person is experiencing respiratory distress.

On-Campus

Authorized and trained individuals may administer medication for respiratory distress at any time a person is experiencing this type of distress on a school campus.

The District shall ensure that at each campus a sufficient number of authorized individuals are trained to administer this medication so that at least one trained individual is present on campus during regular school hours.

Maintenance, Availability, and Training

The Superintendent shall develop administrative regulations designating a coordinator to manage policy implementation and addressing annual training of authorized individuals in accordance with law; procedures for use; and acquisition or purchase, maintenance, expiration, disposal, and availability of medication for respiratory distress at each campus.

Notice to Parents

In accordance with law, the District shall provide notice of the policy to parents regarding the administration of medication to a person experiencing respiratory distress, including notice of any change to or discontinuation of these provisions.

Psychotropics

Except as permitted by law, an employee shall not:

1. Recommend to a student or a parent that the student use a psychotropic drug;
2. Suggest a particular diagnosis; or
3. Exclude the student from a class or a school-related activity because of the parent's refusal to consent to psychiatric evaluation or examination or treatment of the student.

Medical Treatment

A student's parent, legal guardian, or other person having lawful control shall annually complete and sign a form that provides emergency information and addresses authorization regarding medical treatment. A student who has reached age 18 shall be permitted to complete this form.

The District shall seek appropriate emergency care for a student as required or deemed necessary.

**Threat Assessment
and Safe and
Supportive Team**

In compliance with law, the Superintendent shall ensure that a multidisciplinary threat assessment and safe and supportive team is established to serve each campus. The Superintendent shall appoint team members. The team shall be responsible for developing and implementing a safe and supportive school program at each campus served by the team and shall support the District in implementing its multi-hazard emergency operations plan.

Training

Each team shall complete training provided by an approved provider on evidence-based threat assessment programs.

Student Reports

Each campus shall establish a clear procedure for a student to report concerning behavior exhibited by another student for assessment by the team or other appropriate District employee.

Employee
Confidentiality

A District employee who reports a potential threat may elect for the employee's identity to remain confidential and not be subject to disclosure under the state's public information law. The employee's identity shall only be revealed when necessary for the team, the District, or law enforcement to investigate the reported threat.

The District shall maintain a record of the identity of a District employee who elects for the employee's identity to remain confidential.

Imminent Threats or
Emergencies

A member of the team or any District employee may act immediately to prevent an imminent threat or respond to an emergency, including contacting law enforcement directly.

Threat Assessment
Process

The District shall develop procedures as recommended by the Texas School Safety Center. In accordance with those procedures, the threat assessment and safe and supportive team shall conduct threat assessments using a process that includes:

1. Identifying individuals, based on referrals, tips, or observations, whose behavior has raised concerns due to threats of violence or exhibition of behavior that is harmful, threatening, or violent.
2. Conducting an individualized assessment based on reasonably available information to determine whether the individual poses a threat of violence or poses a risk of harm to self or others and the level of risk.
3. Implementing appropriate intervention and monitoring strategies, if the team determines an individual poses a threat of harm to self or others. These strategies may include referral of a student for a mental health assessment and escalation procedures as appropriate.

For a student or other individual the team determines poses a serious risk of violence to self or others, the team shall immediately report to the Superintendent, who shall immediately attempt to contact the student's parent or guardian. Additionally, the Superintendent shall coordinate with law enforcement authorities as necessary and take other appropriate action in accordance with the District's multihazard emergency operations plan.

For a student the team identifies as at risk of suicide, the team shall follow the District's suicide prevention program.

For a student the team identifies as having a substance abuse issue, the team shall follow the District's substance abuse program.

For a student whose conduct may constitute a violation of the District's Student Code of Conduct, the team shall make a referral to the campus behavior coordinator or other appropriate administrator to consider disciplinary action.

As appropriate, the team may refer a student:

1. To a local mental health authority or health-care provider for evaluation or treatment; or
2. For a full individualized and initial evaluation for special education services.

The team shall not provide any mental health-care services, except as permitted by law.

Guidance to School
Community

The team shall provide guidance to students and District employees on recognizing harmful, threatening, or violent behavior that may pose a threat to another person, the campus, or the community and methods to report such behavior to the team, including through anonymous reporting.

Reports

The team shall provide reports to the Texas Education Agency as required by law.

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~~ 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~~ education plan developed 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

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, ~~Trustee~~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~~ **10** 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~~ **10** 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**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

2. Items for all other purposes.

School-Sponsored
Purposes

For the following school-sponsored purposes—~~publication in a student directory, a student yearbook, or official school publications, including the District's website and programs for school-sponsored events, news coverage, and the like — directory information shall include 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~~ — publication in a student directory, a student yearbook, or official school publications, including the District's website and programs for school-sponsored events, news coverage, and the like — directory information shall include 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.

All Other Purposes

For all other purposes, directory information shall include ~~student name and grade level.~~
student name and grade level.

(LOCAL) Policy Action List

CANUTILLO ISD (071907)

FJ(LOCAL): STUDENT FUNDRAISINGFM(LOCAL): STUDENT ACTIVITIES

FMD(LOCAL): STUDENT ACTIVITIES - SOCIAL EVENTS

FMG(LOCAL): STUDENT ACTIVITIES - TRAVEL

FNA(LOCAL): STUDENT EXPRESSION - DISTRIBUTION OF NONSCHOOL LITERATURE

FNAB(LOCAL): STUDENT EXPRESSION - USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES

FNCE(LOCAL): STUDENT CONDUCT - PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES

GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING

GKD(LOCAL): COMMUNITY RELATIONS - NONSCHOOL USE OF SCHOOL FACILITIES

GKDA(LOCAL): NONSCHOOL USE OF SCHOOL FACILITIES - DISTRIBUTION OF NONSCHOOL LITERATURE

GNC(LOCAL): RELATIONS WITH EDUCATIONAL ENTITIES - COLLEGES AND UNIVERSITIES

Explanatory Notes

TASB Localized Policy Manual Update 122

Canutillo ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

Changes at Update 122 are based almost exclusively on legislation from the 88th 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 88th Regular Legislative Session. All referenced bills have already gone into effect unless otherwise noted.

Each regular legislative session, legislation is passed that makes nonsubstantive additions, revisions, or corrections to existing statutes. HB 4595 was passed for this purpose in the 88th Regular Legislative Session. Minor nonsubstantive changes throughout Update 122 result from HB 4595 and are not otherwise mentioned in the explanatory notes.

For more information about the bills mentioned throughout and other changes from the 88th Legislative Session, download the free [2023 Legislative Summary for TASB Members](#) PDF from the TASB store.

The *Local Policy Overview* for Update 122, available with your Update 122 materials under [Local Manual Updates](#) on Policy Online® (TASB login required), provides a general, high-level overview of the changes to the local policies included in the update. **Legal policies provide the legal framework for key areas of district operations and are not adopted by the board.**

Changes to the policy manual based on bills from the special called sessions will be included in Update 123.

Please note: The district is currently in the middle of a policy review. During the board meeting on September 21, 2023, the board indicated it would like to take a “Lone Star Governance” approach to policy. Your policy consultant will consider this framework as he works on preparing the recommendations from the policy review. In the interim, it is recommended that the board consider the policies within this update and consider any additional revisions during the board’s deliberations.

AF(LLEGAL)

INNOVATION DISTRICTS

New and amended Administrative Code rules, effective June 20, 2023, revise the process and timeline for renewing an innovation plan. (See pages 5-6.)

AIB(LLEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

Provisions regarding remote instruction expired on September 1, 2023, and have been removed from this legal policy.

BBB(LLEGAL)

BOARD MEMBERS: ELECTIONS

This legal policy has been updated to increase the population threshold for certain districts to conduct elections jointly with a hospital district. (HB 4559)

BBBA(LLEGAL)

ELECTIONS: CONDUCTING ELECTIONS

HB 1217 repeals Election Code provisions creating different requirements for days and hours of early voting at temporary branch polling places in counties with a population under 100,000. The same requirements now apply regardless of county size.

BBBB(LLEGAL)

ELECTIONS: POST-ELECTION PROCEDURES

HB 2559 adds retired justices of the peace, the comptroller of public accounts, and former comptrollers to the list of persons authorized to administer an oath in Texas. Because this legal policy includes only the

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four broadest categories of authorized persons, it has been amended to include retired justices of the peace. (See Oath of Office on page 4.)

BBBC(LLEGAL) ELECTIONS: CAMPAIGN FINANCE

HB 2626 requires all districts, regardless of size, to post campaign finance reports filed with the district on the district website not later than the 10th business day after receipt. Certain address information may be removed before posting, and the reports must remain accessible on the website for five years.

BBC(LLEGAL) BOARD MEMBERS: VACANCIES AND REMOVAL FROM OFFICE

SB 232 implements automatic removal from office for certain criminal offenses. If a board member is removed, the board must fill the vacancy at the first regular meeting following the removal. (See page 4.)

HB 17 makes nonsubstantive changes to existing law regarding removal of a board member by written petition and trial. (See page 3.)

BBD(LLEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

The attorney general (AG) may require board members to complete Public Information Act (PIA) training if the AG determines the district has failed to comply with a requirement of the PIA (see page 1). (HB 3033)

BBI(LLEGAL) BOARD MEMBERS: TECHNOLOGY RESOURCES AND ELECTRONIC COMMUNICATIONS

The Note at the beginning of this policy has been updated to include a reference to CQC(LLEGAL), where provisions from SB 1893 regarding prohibited applications on district-owned devices have been added.

BE(LLEGAL) BOARD MEETINGS

HB 3440 requires all districts to post both the notice *and* agenda for a board meeting on the district website under the Open Meetings Act. (See Internet Posting — Notice on page 4.) The bill repeals the previous provision that tied the requirement to post the agenda to the size of a municipality in the district.

C(LLEGAL) BUSINESS AND SUPPORT SERVICES

The Section C table of contents has been revised to rename CKA as Safety Program/Risk Management: Safety and Security Audits and Monitoring. Provisions regarding asbestos management have been moved to a new code CSC, Facility Standards: Asbestos Management.

CCA(LLEGAL) LOCAL REVENUE SOURCES: BOND ISSUES

For bonds authorized at an election after September 1, 2023, HB 3 allows the use of bond proceeds to pay for compliance with school safety and security requirements for school facilities. If TEA finds that the district is not in compliance, the district must use bond proceeds to achieve compliance before using the proceeds for other purposes. (See page 3.)

CDA(LLEGAL) OTHER REVENUES: INVESTMENTS

SB 1246 amends the Public Funds Investment Act to authorize districts to invest in repurchase agreements through a joint account.

CDB(LLEGAL) OTHER REVENUES: SALE, LEASE, OR EXCHANGE OF SCHOOL-OWNED PROPERTY

HB 2518 requires a public property lease between a district and another person to include terms requiring the person to include payment and performance bond requirements in any construction contract the per-

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son enters related to the leased property. In addition, the person must provide notice of commencement to the district at least 90 days before any construction begins. (See pages 3-4.)

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

HB 1817 specifies the circumstances under which a district contract is voidable for the vendor's failure to provide the required disclosure of interested parties. (See page 2.)

A provision has been added from HB 900 prohibiting the purchase of library material from vendors included on a list created by TEA. Other provisions of HB 900 are set out in EFB(LEGAL). (See page 10.)

CJA(LEGAL) CONTRACTED SERVICES: CRIMINAL HISTORY

HB 4123 makes significant changes to the laws regarding criminal history record information (CHRI) reviews by the district and "qualified school contractors," as defined in the bill, and repeals provisions relating to CHRI reviews for certain public works contractors. The bill creates a single statutory approach to CHRI reviews for contractors and their employees.

CK(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT

Several legislative changes affect this legal policy on safety programs and risk management:

- HB 3 requires sheriffs in counties with a population of less than 350,000 to conduct semiannual meetings to discuss issues related to school safety.
- HB 1905 allows districts to make school safety training courses, including active shooter training courses, available at no cost to employees of private schools or child-care facilities in the district.
- SB 29 prohibits districts from implementing mandates related to COVID-19.

To better present legislative changes related to school safety and make the associated policies easier to use, provisions in this policy related to safety and security audits have been relocated to CKA(LEGAL).

CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: SAFETY AND SECURITY AUDITS AND MONITORING

To better present legislative changes related to school safety and make the associated policies easier to use, this legal policy has been renamed Safety and Security Audits and Monitoring, and provisions regarding asbestos management have been relocated to CSC(LEGAL) in the policy series related to facility standards. Provisions regarding safety and security audits have been moved from CK(LEGAL) and amended by HB 3.

Other revisions from HB 3 include new provisions related to the following:

- Monitoring by TEA of district implementation and operation of safety and security requirements through a new office of school safety and security
- Vulnerability assessments by TEA
- Intruder detection audits by regional school safety review teams
- Assignment of a conservator by the commissioner if a district fails to comply with specified safety and security requirements

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

Numerous legislative changes affect this legal policy on emergency plans.

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Under HB 3, a district must:

- Adopt a policy for providing notice regarding violent activity at a district campus or facility or at a district-sponsored activity. (See page 1.) [TEA issued a [To the Administrator Addressed letter](#) to provide guidance to educational leaders on September 7, 2023, with [Guidance on Model Standards for Parental Notification](#) that can be used to develop administrative procedures.]
- Provide the Department of Public Safety (DPS) and local law enforcement with emergency response maps and an opportunity to conduct a walk-through using the maps. (See page 1.)
- Follow TEA guidelines in adopting and implementing the district's multihazard emergency operations plan (EOP) to ensure the safety of students and personnel with disabilities or impairments in a disaster or emergency. TEA must develop the guidelines. (See page 3.)
- Submit its multihazard EOP no later than the 30th day after the Texas School Safety Center (TxSSC) requests it. HB 3 modifies the timelines related to submitting the plan and correcting any deficiencies. (See page 5.)
- Provide information from DPS and TxSSC regarding safe storage of firearms to parents. (See pages 6-7.) [TxSSC released [information](#) on September 1, 2023.]

Provisions have been added to this policy from the Texas Disaster Act regarding confidentiality of certain types of information the district may have related to safety and disaster response. (See pages 7-8.)

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

Several revisions to this legal policy on security personnel result from HB 3.

- The board must determine the appropriate number of armed security officers for each campus. The board must ensure that at least one armed security officer, as defined by the bill, is present during regular school hours at each campus or claim a good cause exception due to availability of funding or qualified personnel. A board that claims a good cause exception must develop an alternative standard. (See page 1.)
- The board's options as to who may be hired for security purposes are expanded. (See pages 1-2.)
- Security personnel are no longer required to be commissioned peace officers to carry weapons, but a person permitted to carry a firearm on campus may not perform certain law enforcement duties, except in an emergency, unless they are commissioned peace officers. (See page 5.)

HB 3 and SB 999 modify requirements related to active shooter response training. (See page 3.)

HB 1133 allows peace officers providing volunteer security services at school events to wear their uniforms under certain circumstances. (See pages 3-4.)

For more information, see TASB Legal Services' School Law eSource article "[Armed Security Officer Requirement in House Bill 3 \(2023\)](#)."

CKEA(LLEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

This legal policy has been updated to include existing provisions regarding the circumstances under which a body-worn camera recording may be released. (See page 5.)

CKEB(LLEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

HB 3623 allows a district to enter into a memorandum of understanding with another district, open-enrollment charter school, or private school to share a school marshal on the other school's campus for certain events. (See page 4.)

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CKEC(LLEGAL)

SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

HB 3 implements requirements for a memorandum of understanding for the provision of school resource officers.

CLA(LLEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: SECURITY

SB 2069 revises the requirements for schools to post human trafficking signs. The signs must now be posted in a conspicuous place reasonably likely to be viewed by employees and visitors.

CLE(LLEGAL)

BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT: FLAG DISPLAYS

HB 2012 allows a classroom teacher to display the national motto in a classroom if the poster or framed copy meets existing requirements.

CMD(LLEGAL)

EQUIPMENT AND SUPPLIES MANAGEMENT: INSTRUCTIONAL MATERIALS CARE AND ACCOUNTING

HB 1605 makes numerous changes to this legal policy on instructional materials care and accounting, including revisions to permitted expenditures, requisition procedures, requirements related to open education resources (OER), and certification. In addition, districts may be entitled to additional state aid for certain instructional materials.

Administrative code provisions have been deleted to the extent they are superseded by new laws.

CNA(LLEGAL)

TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION

Duplicative information regarding the transportation of students to accelerated instruction programs has been replaced with a reference on page 7 to EHBCA for more information.

CNC(LLEGAL)

TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

HB 2190 changes all references in state law from "accident" to "collision."

CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The list of required internet postings has been updated to include:

- Campaign finance filings at item 18 (HB 2626)
- Item 46 regarding annual reports on measurable outcomes for dropout recovery education programs (SB 1647)

A district may now either post online or provide physical copies of the report on library materials (see item 4 at Optional Internet Postings). (HB 900)

CQB(LLEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

SB 768 shortens the deadline to notify the attorney general of a system security breach from 60 to 30 days and requires the notice to be submitted electronically. (See page 4.)

SB 271 creates additional notification requirements for "security incidents" as defined in the bill. (See page 6.)

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CQB(LOCAL) TECHNOLOGY RESOURCES: CYBERSECURITY

Based on the new notification requirements imposed by SB 271, the security breach notification provisions have been revised to include security incidents.

CQC(LEGAL) TECHNOLOGY RESOURCES: EQUIPMENT

HB 18 amends requirements related to transferring data processing equipment or electronic devices to students. Beginning with the 2023-24 school year, in addition to existing requirements, districts must adopt rules establishing programs that promote parents as partners in cybersecurity and online safety and install filters to block pornographic or obscene materials or applications. TEA must adopt standards for permissible devices and applications used by a district. If necessary, Policy Service will recommend policy revisions following publication of the TEA standards.

SB 1893 requires the district to adopt a policy prohibiting the installation or use of a "covered application," as defined in the bill, on any device owned or leased by the district. (See page 3.) The Department of Information Resources (DIR) and the Department of Public Safety (DPS) must develop a model policy for districts to use in developing the required policy, and the district must adopt the required policy no later than 60 days after the model is released. Policy Service will recommend local policy revisions, as appropriate, following publication of the DIR/DPS model policy.

CS(LEGAL) FACILITY STANDARDS

For clarity and ease of use, this legal policy on Facility Standards has been divided into four codes:

- CS: Facility Standards
- CSA: Safety and Security
- CSB: Gas and Pipelines
- CSC: Asbestos Management

CS includes the existing school facility standards that apply to all district capital improvement projects. Accessibility standards as well as provisions related to portable buildings and outdoor lighting also remain in this policy code.

CSA(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY

This new policy code regarding safety and security includes existing provisions moved from CS(LEGAL) as well as the commissioner's new school safety rules for facilities, effective May 31, 2023.

HB 3 implements additional safety and security requirements for facilities.

SB 838 requires a district to provide each classroom with silent panic alert technology that allows immediate contact with emergency services and law enforcement. This applies beginning with the 2025-26 school year. (See page 9.)

CSA(LOCAL) FACILITY STANDARDS: SAFETY AND SECURITY

This new local policy on facility safety and security includes recommended provisions addressing audits of building access control to comply with the commissioner's new school safety rules for facilities, effective May 31, 2023.

CSB(LEGAL) FACILITY STANDARDS: SAFETY AND SECURITY

To present legal requirements more clearly, this new legal policy regarding gas and pipelines includes existing provisions moved from CS(LEGAL).

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CSC(LEGAL)

FACILITY STANDARDS: ASBESTOS MANAGEMENT

To present legal requirements more clearly, existing provisions related to asbestos management have been moved from CKA(LEGAL) to this new policy code.

CV(LEGAL)

FACILITIES CONSTRUCTION

This legal policy regarding facilities construction includes several revisions:

- HB 679 prohibits requiring a specified experience modifier in construction contracts or solicitations. (See pages 5-6.)
- HB 3485 allows vendors and subcontractors to elect not to proceed with additional work without a properly executed change order. (See page 8.)
- HB 2518 adds the failure to include required lease terms to the circumstances under which a district may be liable for failure to obtain a payment bond. (See page 13.)
- HB 2965 prohibits the waiver of Government Code Chapter 2272 regarding construction liability claims. (See page 20.)

DBAA(LEGAL)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: PRE-EMPLOYMENT REVIEWS

Changes to the laws regarding the use, confidentiality, and destruction of criminal history record information (CHRI) are from HB 4123. (See pages 4-5.) Other revisions are to better reflect statutory sources.

DBE(LEGAL)

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: NEPOTISM

HB 1789 provides an exception to the nepotism prohibition for hiring bus drivers if the board approves the employment. (See page 4.)

DC(LOCAL)

EMPLOYMENT PRACTICES

HB 1789 creates a nepotism exception for hiring bus drivers, regardless of county population, if the *board* approves employment. We recommend adding a note referring to DBE(LEGAL) (concerning nepotism) to this policy that delegates hiring authority for noncontractual employees to the superintendent as a reminder of the special requirements related to this nepotism exception for bus drivers.

The [Legal Issues in Update 122](#) memo describes common legal concerns and best practices specific to this policy's topic.

Please note: Several additional revisions are the result of the September 2023 policy review:

- At Posting Vacancies, since the superintendent has the authority to delegate responsibilities, it is not necessary to include the chief human resources officer in this provision; it has been recommended for deletion.
- The recruitment provision is being recommended for removal from the policy based on the conversations during the policy review. This requirement is more appropriate for inclusion in an administrative regulation. In addition, the dissemination of this policy at the beginning of the school year could also serve as that notification.
- To clarify the hiring authority delegated to the superintendent and the authority retained by the board, the text at Contractual Personnel has been revised.
- The provisions regarding Temporary Employees and Drug and Alcohol Screening have been revised based on information provided during the policy review.

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DEAA(LLEGAL)

COMPENSATION PLAN: INCENTIVES AND STIPENDS

For at least two school years, a district must assign a mentor teacher to a teacher who has been issued a temporary certificate for military service members and first responders to teach career and technology education (see page 5). (HB 621)

DEC(LLEGAL)

COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

Two bills impact leave requirements for district police officers and emergency personnel.

- HB 1486 adds full-time telecommunicators authorized under the Occupations Code to those entitled to paid mental health leave after experiencing a traumatic event in the scope of employment. (See page 6.)
- HB 471 requires a district to extend a leave of absence to a police officer or emergency medical services personnel for an illness or injury related to the person's line of duty. (See pages 6-7.)

DF(LLEGAL)

TERMINATION OF EMPLOYMENT

HB 4520 adds conviction of or placement on deferred adjudication community supervision for sale, distribution, or display of harmful material to a minor as a basis for mandatory termination. (See page 2.)

DG(LLEGAL)

EMPLOYEE RIGHTS AND PRIVILEGES

Revisions to this legal policy incorporate recent state and federal legislative changes.

- HB 1605 prohibits a district from penalizing a teacher for failure to follow the pacing of instructional materials for a subject in the required curriculum. A classroom teacher is also immune from disciplinary proceedings for violating certain state and federal laws if the teacher used only approved and adopted instructional material and delivered the instruction with fidelity. (See pages 4-5.)
- The federal Providing Urgent Maternal Protections (PUMP) for Nursing Mothers Act, effective December 29, 2022, repealed and replaced prior law requiring breaks for employees to express breast milk. The provisions are not limited to nonexempt employees. (See pages 6-7.)

DGC(LLEGAL)

EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY

HB 2059 adds local behavioral health authorities to the list of providers of mental health first aid training who receive immunity when assisting an individual experiencing a mental health crisis. (See page 4.)

DH(LLEGAL)

EMPLOYEE STANDARDS OF CONDUCT

HB 4520 adds Penal Code 43.24 (sale, distribution, or display of harmful material to minor) to the qualifying felonies that render a person ineligible for a TRS service retirement annuity if convicted. (See item 4 on page 2.)

DI(LLEGAL)

EMPLOYEE WELFARE

HB 915 requires a district to post information for reporting workplace violence to the Department of Public Safety.

Other changes are to improve online accessibility of the policy.

DIA(LLEGAL)

EMPLOYEE WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Revisions to this legal policy incorporate recent state and federal legislative changes.

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- HB 567 provides that the prohibition against racial discrimination includes discrimination based on an employee's hair texture or protective hairstyle commonly or historically associated with race. A district commits an unlawful employment practice if it adopts a dress or grooming policy that discriminates against such hair texture or protective hairstyle. (See page 4.)
- The federal Pregnant Workers Fairness Act, effective June 27, 2023, requires employers to provide reasonable accommodations to the known limitations related to the pregnancy, childbirth, or related medical conditions of a qualified employee. (See pages 9-11.)

Additional changes have been made to include citations to Administrative Code provisions and update other citations.

DL(LLEGAL) WORK LOAD

HB 1605 allows supplemental agreements between a district and a classroom teacher related to lesson planning or selecting instructional material during planning and preparation time. This applies beginning with the 2024-25 school year.

DLB(LLEGAL) WORK LOAD: REQUIRED PLANS AND REPORTS

HB 1605 allows a unit or weekly lesson plan included in instructional material adopted by the board to satisfy a requirement to prepare such a plan. (See item 6 at Restrictions on Written Reports.)

DMA(LLEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

Several legislative changes impact this legal policy on staff development.

- A district may satisfy a requirement to implement a program related to substance abuse and prevention and intervention by providing instruction related to fentanyl abuse prevention and drug poisoning awareness (see page 4). (HB 3908)
- A district must require all district employees who regularly interact with students to complete an evidence-based mental health training program (see pages 5-6). (HB 3)
- An athletic trainer who serves as a member of a district's concussion oversight team must take a course that meets the requirements set by the Texas Department of Licensing and Regulation (TDLR) (see page 9). (HB 2495)

Other revisions have been made to clarify the training requirements for other employees related to concussions.

DP(LLEGAL) PERSONNEL POSITIONS

Revisions to this legal policy include new Administrative Code provisions, effective May 21, 2023, regarding school counselors, including requirements that they track time spent on various work duties and that the district assess its compliance with its counselor policy. (See pages 5-6.)

The policy also includes provisions from SB 763 authorizing a district to employ or accept as a volunteer a chaplain to provide support, services, and programs for students as assigned by the board. (See pages 8-9.)

DP(LOCAL) PERSONNEL POSITIONS

SB 763 authorizes districts to employ chaplains or accept chaplains as volunteers to provide support, services, and programs for students as assigned by the board. These provisions apply beginning with the 2023-24 school year. While your district currently may allow chaplains along with other visitors or volunteers on campus, SB 763 requires each board to take a record vote not later than six months after the effective date, September 1, 2023, on whether to adopt a policy authorizing a campus to employ or accept

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as a volunteer a chaplain. To facilitate this record vote, TASB Policy Service sent a draft resolution with the [2023 Post-Legislative Policy Changes Policy Alert](#), available in the Policy Online® Governance and Management Library (TASB login required), for consideration by the board between September 1, 2023, and March 1, 2024. If the board approves the option to adopt a policy to authorize district campuses to employ or accept as a volunteer a chaplain, send your TASB policy consultant a copy of the resolution for TASB to update the district's DP(LOCAL) policy to reflect the board's decision. If the board would prefer only to accept chaplains as volunteers like other district or campus volunteers, contact your policy consultant for assistance with language at GKG(LOCAL).

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

HB 2729 requires a district or an entity with which a district contracts to provide a prekindergarten program to attempt to maintain an average ratio of at least one *qualified*, rather than certified, teacher or aide for each 11 students. (See High-Quality Prekindergarten Program on page 1.)

EF(LEGAL) INSTRUCTIONAL RESOURCES

This legal policy includes the following revisions from HB 1605:

- Changes to timelines and other requirements related to parental review of tests and instructional materials
- New requirements pertaining to district instructional material review on request of a parent or group of parents

The district must adopt a process for a parent to request a district instructional material review. TEA must adopt standards for a district to use in this review. Policy Service will recommend local policy revisions following publication of the TEA standards.

Provisions related to parental rights regarding consent to surveys and information collection have been relocated to new policy FA(LEGAL), dedicated to parental rights.

EFA(LEGAL) INSTRUCTIONAL RESOURCES: INSTRUCTIONAL MATERIALS

Numerous revisions throughout this legal policy on instructional materials are the result of HB 1605.

- Expanded definition of "instructional materials"
- Revised provisions regarding the SBOE's review, selection, and approval or rejection of instructional materials
- New provisions related to TEA's instructional materials website and other support for districts
- New and revised provisions pertaining to open education resource (OER) instructional material

EFB(LEGAL) INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

HB 900 required revisions throughout this legal policy on library materials.

- A district must adhere to the standards for library collection development adopted by the Texas State Library and Archives Commission (TSLAC) with approval of the SBOE. TSLAC must develop standards by January 1, 2024; Policy Service will recommend local policy revisions following publication of the standards.
- Written parental consent is required before a student may check out library material rated by a vendor as "sexually relevant."
- A district must conduct a biennial review of library contents and post a report not later than January 1 of every odd-numbered year.

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- Library material vendors may not sell library materials unless they have issued ratings regarding sexually explicit and sexually relevant material previously sold to the district. No sexually explicit material may be sold and any in use must be recalled. Vendors must submit a list to TEA of rated materials sold and in use, and TEA must post the list online.

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

HB 1605 requires districts, when adopting instructional materials, to ensure sufficient time for teachers to teach and students to learn the essential knowledge and skills for the subject and grade level. (See Scope and Sequence and Instructional Materials on page 3.)

HB 3908 expands the scope of instruction regarding the dangers of opioids about which the school health advisory council (SHAC) must make recommendations. (See item 7 on page 7.)

EHAB(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (ELEMENTARY)

HB 1605 prohibits any instruction that incorporates three-cueing in the required phonics curriculum.

EHAC(LEGAL) BASIC INSTRUCTIONAL PROGRAM: REQUIRED INSTRUCTION (SECONDARY)

Several bills impact this legal policy on required secondary instruction.

- SB 2124 requires districts to develop an advanced mathematics program and automatically enroll certain sixth grade students unless the student's parent opts out. (See page 3.)
- HB 3908 requires a district to provide annual instruction regarding fentanyl abuse prevention and drug poisoning awareness to students in grades 6 through 12. (See page 7-8.)
- HB 4375 requires a district to provide instruction in using an automated external defibrillator (AED) to students in grades 7 through 12 and allows a district to accept donations to provide such instruction. (See pages 8-9.)

A reference to policy EHBAD has been added on page 9 for more information on new notice requirements regarding the driving with disability program from SB 2304.

EHB(LEGAL) CURRICULUM DESIGN: SPECIAL PROGRAMS

HB 3928 impacts this legal policy on special programs as follows:

- Further outlines the district's obligations when a student is suspected of having dyslexia or a related disorder (See pages 1-2.)
- Requires the board to adopt a local policy requiring the district to comply with all SBOE and commissioner rules, standards, and guidance related to implementing the program to test students for dyslexia and related disorders (See pages 2-3.)
- Requires the multidisciplinary evaluation team to include a dyslexia specialist when determining a student's eligibility for special education services (See page 3.)
- Implements requirements for progress reports for students receiving dyslexia services (See page 5.)
- Specifies required qualifications for providers of dyslexia instruction (See pages 5-6.)

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EHB(Local) CURRICULUM DESIGN: SPECIAL PROGRAMS

New provisions are recommended to comply with HB 3928, which requires the board to adopt and implement a policy requiring the district to comply with all rules and standards adopted by the SBOE and guidance published by the commissioner to implement the program to test students for dyslexia and related disorders.

EHBAA(Legal) SPECIAL EDUCATION: IDENTIFICATION, EVALUATION, AND ELIGIBILITY

This policy on identification, evaluation, and eligibility has been updated to include a reference on page 5 to policy EHB for more information on special education of students with dyslexia and related disorders.

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

Changes reflect revised Administrative Code provisions regarding the admission, review, and dismissal (ARD) committee, effective July 18, 2023. The revisions include requirements related to students new to a district (see pages 4-6), including students who register in the summer, and requirements related to interpretation to ensure parent participation and understanding (see Collaborative Process on page 11).

EHBAD(Legal) SPECIAL EDUCATION: TRANSITION SERVICES

SB 2304 requires a district to provide information regarding the Texas Driving with Disability Program to specified students. (See pages 3-4.)

EHBC(Legal) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

The requirements for dropout recovery education programs are revised and supplemented by SB 1647. New provisions, beginning on page 6, address who can operate a program, when a district administrator or counselor may refer a student to a program, and reporting requirements.

EHBC(Local) SPECIAL PROGRAMS: COMPENSATORY SERVICES AND INTENSIVE PROGRAMS

This local policy containing provisions on accelerated instruction has been moved to EHBCA(Local) (see below) to align with the legal policy created at that code in Update 121.

EHBCA(Legal) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

HB 1416 impacts this legal policy on accelerated instruction in numerous ways, including the following:

- Implements exceptions to accelerated instruction for certain students (See pages 1-2.)
- Modifies requirements for supplemental instruction, including requirements regarding the hours of instruction and the instructional group size (See page 3.)
- Provides parents an option to modify or remove a requirement for supplemental instruction for students who failed to perform satisfactorily on certain assessment instruments (See page 4.)
- Exempts a district from the requirement to provide transportation for students to accelerated instruction programs if the district does not operate or contract for a transportation system
- Expands the requirements to provide notice to parents and requires TEA to develop a [model notice](#) [TEA released [information](#) on July 13, 2023.]

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- Requires a district to develop an accelerated education plan for a student who does not perform satisfactorily on an assessment instrument for two or more school years in the same subject (See pages 6-7.)
- Requires the district to make a good faith attempt to provide a parent conference for a student with an accelerated education plan
- Adds circumstances under which the commissioner may waive a district's accelerated instruction requirements (See pages 8-9.)
- Repeals several provisions, including provisions related to accelerated learning committees
- Amends the ARD committee meeting requirements

EHBCA(LOCAL) COMPENSATORY SERVICES AND INTENSIVE PROGRAMS: ACCELERATED INSTRUCTION

This local policy has been recoded from EHBC(LOCAL) to align with EHBCA(LEGAL) created in Update 121. HB 1416 made several changes to the requirements for accelerated instruction. Recommended changes to this local policy reflect that a parent's ability to request a particular teacher after a student fails to perform satisfactorily on a state assessment is no longer limited to students in grades 3, 5, and 8. Other changes delete references to the accelerated learning committee, which has been eliminated. A district now must develop an accelerated learning plan for certain students, and parents still may file a complaint about the plan in accordance with FNG.

EHBG(LEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

HB 2729 makes several changes related to prekindergarten programs:

- Expands teacher qualifications (See page 5.)
- Requires a district or an entity with which a district contracts to provide a prekindergarten program to attempt to maintain an average ratio of at least one *qualified*, rather than certified, teacher or aide for each 11 students (See page 6.)
- Prescribes new supervisor requirements for entities with which a district contracts to provide a prekindergarten program (See page 6.)

EHBK(LEGAL) SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES

HB 3991 designates the first Friday in April as Texas Fruit and Vegetable Day and requires appropriate instruction. (See page 4.)

HB 3908 requires the governor to designate Fentanyl Poisoning Awareness Week, which may include age-appropriate instruction. (See page 7.)

EHDD(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

HB 8 implements the Financial Aid for Swift Transfer (FAST) program to allow certain students to enroll at no cost in a dual credit course. A district must provide notice to parents about the program and determine student eligibility. (See pages 7-8.)

EHDE(LEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: DISTANCE LEARNING

Provisions related to attendance calculation for off campus electronic instruction expired on September 1, 2023, and have been removed from this legal policy.

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EHDF(LEGAL)

ALTERNATIVE METHODS FOR EARNING CREDIT: LOCAL REMOTE LEARNING PROGRAM

Provisions related to local remote learning programs expired on September 1, 2023. This legal policy has been deleted in its entirety.

EI(LEGAL)

ACADEMIC ACHIEVEMENT

Changes reflect new Administrative Code provisions regarding the academic achievement record of a student who earns a diploma for completing the Texas First Early High School Completion Program, effective June 15, 2023. (See page 4.)

EIA(LEGAL)

ACADEMIC ACHIEVEMENT: GRADING/PROGRESS REPORTS TO PARENTS

This policy on grading/progress reports to parents has been updated to include a reference on page 2 to policy EHB for more information on progress reports for students receiving dyslexia instruction.

EIC(LOCAL)

ACADEMIC ACHIEVEMENT: CLASS RANKING

HB 3803 permits parents to elect to have their student repeat a high school course in which the student was enrolled during the previous school year unless the district determines the student has met all requirements for graduation. Absent local policy, TEA guidance provides that the original passing grade must be retained.

Contact your policy consultant for assistance with policy language that reflects the district's option regarding the use of grades from retaken courses in the calculation of class rank and on the transcript.

EIE(LEGAL)

ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

HB 3803 permits a parent to elect for a student to repeat the grade in which the student was enrolled in the previous school year up to grade 8. In addition, a parent may elect for a student to repeat a course taken for high school credit in the previous school year unless the district determines the student has met all requirements for graduation. (See page 1.)

EIF(LEGAL)

ACADEMIC ACHIEVEMENT: GRADUATION

Provisions related to diplomas for certain students who entered ninth grade before the 2011-12 school year expired on September 1, 2023, and have been removed from this legal policy.

SB 2294 requires a district to allow a student to graduate and receive a diploma under the Texas First Early High School Completion Program if the student satisfies other requirements. (See page 7.)

EKB(LEGAL)

TESTING PROGRAMS: STATE ASSESSMENT

This legal policy has been updated to include legislative changes regarding state assessments.

- In establishing the district's calendar and the dates for the administration of state assessment instruments, the board may consider religious holy days or periods of observance likely to be observed by students during the period for administering those instruments (see page 5). (HB 1883)
- A district may administer a state assessment instrument in paper format to up to three percent of students upon request of a student's parent, guardian, or teacher (see pages 6-7). (HB 1225)

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F(LEGAL) STUDENTS

The Section F table of contents has been revised to add the new code FA, Parent Rights and Responsibilities. We have also added for future expansion a new code addressing identification of students at FI.

FA(LEGAL) PARENT RIGHTS AND RESPONSIBILITIES

Many of the legal provisions regarding parent rights have been moved to this new policy code so that information is available in a single location. In addition, this policy catalogs the other policy codes that address specific parents' rights throughout the policy manual.

FD(LEGAL) ADMISSIONS

SB 1008 extends the deadline for an active-duty military parent to provide proof of residence in the district from 10 to 90 days after arrival. (See pages 3-4.)

HB 3 requires a parent enrolling a child or the district the child most recently attended to provide the new district a copy of the child's disciplinary record and any threat assessment involving the child's behavior. (See page 8.)

FDA(LEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

HB 3 requires a transfer student's district of residence to provide the receiving district with the student's disciplinary record and any threat assessment involving the student's behavior. (See page 1.)

HB 1959 and HB 2892 require the board to grant the request of a peace officer who is a parent of a student or a servicemember who is a parent of a student to transfer the student to another campus or to another district under an agreement between the districts under Education Code 25.035. (See pages 2-3.)

FDB(LEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

A reference to information regarding intradistrict transfers requested by a parent who is a servicemember or peace officer has been added to page 3 of this legal policy. The referenced information is located in FDA(LEGAL).

FEA(LEGAL) ATTENDANCE: COMPULSORY ATTENDANCE

HB 1212 prohibits a district from requiring documentation from a clergy member or other religious leader and requires the district to accept a note from a parent when excusing a student's absence to observe a religious holy day. (See page 4.)

SB 68 allows a district to excuse a student from attending school for career investigation days to visit a professional's workplace during the student's junior and senior years to determine the student's interest in a career in the professional's field. (See page 6.)

HB 4559 increases the population threshold for constitutional county courts in certain counties to be designated as truancy courts. (See page 8.)

FEA(LOCAL) ATTENDANCE: COMPULSORY ATTENDANCE

SB 68 allows a district to excuse a student from attending school for career investigation days to visit a professional's workplace during the student's junior and senior years to determine the student's interest in a career in the professional's field. Districts that choose to excuse students for absences to visit a professional's workplace to explore a career in that professional's field must adopt a policy to determine when an absence will be excused for this purpose and a procedure to verify the visit. A new provision offered for the board's consideration at Career Investigation permits such absences for the maximum amount allowed in law — up to two days during a student's junior year and up to two days during the student's se-

Explanatory Notes

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nior year. Contact your policy consultant for revisions if the district will allow fewer excused absences or will not allow any excused absences for this purpose.

The [Legal Issues in Update 122](#) memo describes common legal concerns and best practices specific to this policy's topic.

FEB(LLEGAL) ATTENDANCE: ATTENDANCE ACCOUNTING

References regarding funding for courses taken with the Texas Virtual School Network have been updated.

FEC(LLEGAL) ATTENDANCE: ATTENDANCE FOR CREDIT

Provisions allowing a district to adopt a policy to exempt students from the 90 percent rule for courses offered under a local remote learning program exception expired on September 1, 2023, and have been removed from this legal policy.

FED(LLEGAL) ATTENDANCE: ATTENDANCE ENFORCEMENT

HB 3917 allows a parent against whom a complaint for contributing to nonattendance has been filed to enter a written agreement to complete counseling, training, or another program designated by the district. (See page 10.)

FFAC(LLEGAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

SB 629 requires a district to adopt a policy regarding maintenance, administration, and disposal of opioid antagonists at each campus that serves students in grades 6 through 12; a district may adopt a policy at campuses serving students in grades below 6. Provisions have been added beginning on page 4 regarding reporting, training, immunity, and other topics.

General provisions related to the administration of opioid antagonists have been deleted in light of the new requirements.

SB 294 revises provisions related to a district's option to adopt a policy regarding maintenance, administration, and disposal of medication for respiratory distress. A district that adopts a policy must require each campus to have at least one authorized and trained person present during regular school hours. Provisions have been added beginning on page 11 regarding required referrals after medication is administered, training, reporting, parental notice of the policy, and other topics.

Also under SB 294, a district that implements a policy for the maintenance, administration, and disposal of epinephrine auto-injectors must give notice *of the policy* to parents before the policy is implemented or before the start of each school year. (See page 10.)

Finally, SB 294 prohibits disciplinary action against an employee or volunteer who refuses to administer or receive training to administer epinephrine auto-injectors or medication for respiratory distress in accordance with board policy. (See pages 13-14.)

FFAC(LOCAL) WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

Recommended revisions to the provisions on opioid antagonists are based on SB 629, which requires a district to have at least one person who is authorized and trained to administer the medication present during regular school hours on each campus that serves grades 6 through 12. The text reflects that these provisions will apply to every campus, based on information received during the policy review.

The policy also includes provisions regarding medication for respiratory distress based on SB 294. The provisions were requested during the policy review.

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The [Legal Issues in Update 122](#) memo describes common legal concerns and best practices specific to this policy's topic.

FFAF(LLEGAL) WELLNESS AND HEALTH SERVICES: CARE PLANS

SB 1506 requires a student's seizure management and treatment plan to be on a form adopted by TEA. TEA must adopt the form by December 1, 2023, and post the form on the TEA website. (See page 5.)

FFB(LLEGAL) STUDENT WELFARE: CRISIS INTERVENTION

The required policies and procedures for the district's threat assessment and safe and supportive school team are changed as follows (see pages 1-2):

- Under HB 3, the policy must require each campus to establish a procedure for students to report concerning behavior by another student.
- SB 1720 requires the policy to allow employees who report a potential threat to elect to keep their identities confidential.

Before the threat assessment and safe and supportive school team may conduct a threat assessment, HB 473 requires the team to notify a student's parent regarding the assessment. The team must also notify the parent of its findings and conclusions after the assessment.

HB 3 also requires that materials and information from a threat assessment be maintained in the student's school record until the student's 24th birthday.

FFB(LOCAL) STUDENT WELFARE: CRISIS INTERVENTION

Recommended revisions to this local policy on crisis intervention include the following:

- In accordance with HB 3, provisions have been added at Student Reports to require each campus to establish a clear procedure for students to report concerning behavior by another student.
- Revisions at Employee Confidentiality are based on SB 1720 and allow employees who report a potential threat to elect to keep their identities confidential.

FFBA(LLEGAL) CRISIS INTERVENTION: TRAUMA-INFORMED CARE

This policy on trauma-informed care has been updated to include a reference to policy DMA for more information on mental health training for district employees.

FFEA(LLEGAL) COUNSELING AND MENTAL HEALTH: COUNSELING

HB 1605 clarifies that materials required to be made available for parent review are those that are not available digitally through an instructional materials parent portal. (See page 1.)

HB 4363 requires that notice be given to students, teachers, counselors, and parents of Future Texas Teachers Scholarship programs. (See page 3.)

FFG(LLEGAL) STUDENT WELFARE: CHILD ABUSE AND NEGLECT

HB 63 prohibits the Department of Family and Protective Services from taking anonymous reports of abuse or neglect. Revisions have been made to the required contents of a report, including the name and contact information of the person making the report. (See page 3.) Other provisions have been rearranged for clarity.

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FL(LEGAL) STUDENT RECORDS

Information regarding enrollment records has been deleted from this policy to avoid unnecessary duplication of the same information in policy FD. A reference to that policy has been added on page 4.

The following provisions have been relocated to new policy FA(LEGAL) dedicated to parental rights:

- Parental rights regarding consent to surveys and information collection.
- Parental consent requirements related to videotaping or recording students.

FL(LOCAL) STUDENT RECORDS

HB 1416 repeals provisions related to accelerated learning committees. The references to the accelerated learning committee have been replaced with references to the accelerated education plan that now must be created for certain students who fail to perform satisfactorily on state assessments.

Also, the minor revision at Access by School Officials is to reflect current policy style. Policy BF(LOCAL) indicates that the terms "trustee" and "board member" are interchangeable.

The [Legal Issues in Update 122](#) memo describes common legal concerns and best practices specific to this policy's topic.

FM(LEGAL) STUDENT ACTIVITIES

HB 1002 allows a licensed chiropractor or physical therapist to serve on the concussion oversight team if the person meets the training requirements. (See pages 4-5.) This bill also allows a physical therapist to remove a student from practice or competition if the physical therapist believes the student has sustained a concussion. (See page 5.)

HB 2484 requires a district to provide a peace officer, SRO, administrator, or security personnel at an athletic event on district property to ensure the safety of an official of the activity under certain circumstances. (See page 8.) This bill also requires a district to prohibit a spectator from attending athletic activities for at least a year if the spectator causes bodily injury to an official because of the official's actions. (See page 18.)

HB 59 implements new requirements for organized water activities including parental affirmation of whether a child can swim and provision of flotation devices for children who cannot swim. (See pages 9-10.)

HB 699 requires UIL, in assigning league classification, to use the same student enrollment calculation formula for a school that allows homeschooled students to participate in UIL activities as for one that does not. (See pages 15-16.)

HB 3708 provides an allotment of \$1,500 for each UIL activity in which a district allows a homeschooled student to participate. (See page 16.)

An existing provision that a nurse or health-care professional who is not in compliance with training requirements may not serve on a concussion oversight team has been relocated from GKG. (See page 5.)

FNCA(LEGAL) STUDENT CONDUCT: DRESS CODE

HB 567 prohibits a student dress or grooming policy, including an extracurricular dress code, that discriminates against a hair texture or protective hairstyle commonly or historically associated with race. In light of this new Education Code provision, citations to older caselaw have been deleted.

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FNCC(LEGAL) STUDENT CONDUCT: PROHIBITED ORGANIZATIONS AND HAZING

SB 1900 expands the offense of coercing, inducing, or soliciting membership in a criminal street gang to include a foreign terrorist organization. (See page 1.)

SB 37 allows a report of hazing to be made to a peace officer or law enforcement agency. Provisions regarding immunity for reporting hazing have been added to this legal policy. (See page 2.)

FNCD(LEGAL) STUDENT CONDUCT: TOBACCO USE AND POSSESSION

This legal policy on tobacco use and possession has been updated to include a reference to policy FOC regarding the new disciplinary consequences for conduct involving e-cigarettes.

FNCF(LEGAL) STUDENT CONDUCT: ALCOHOL AND DRUG USE

This legal policy has been updated on page 1 to increase the population threshold for certain districts to petition for an alcohol-free zone. (HB 4559)

FNCG(LEGAL) STUDENT CONDUCT: WEAPONS

HB 114 clarifies that the procedural requirements of Education Code 37.009(a) regarding conference and mitigating factors apply to expulsion. (See Possession of Weapons on page 1.)

FNG(LEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

Provisions outlining parental rights have been relocated to new policy FA(LEGAL) dedicated to parent rights.

FO(LEGAL) STUDENT DISCIPLINE

A district peace officer or security personnel may not restrain or use a chemical irritant or Taser on a student in fifth grade or below unless the student poses a serious risk of harm (see page 6). (SB 133)

FOC(LEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

Several bills impact this legal policy regarding placement in a DAEP.

- HB 114:
- Clarifies that the procedural requirements of Education Code 37.009(a) regarding conference and mitigating factors apply to placement in a DAEP (see page 1).
- Requires DAEP placement for certain conduct involving e-cigarettes (see item 5 on page 2).
- Allows placement in in-school suspension of students who engaged in certain conduct when DAEP is at capacity (see page 9).
- HB 2187 expands the Title V felony offense of abandoning or endangering a child to include elderly or disabled individuals. (See item 25 on page 4.)
- HB 3928 requires the district, upon placement of a student in DAEP, to provide information to the parent about the process to request an evaluation of the student for special education services. (See page 8.)

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FOCA(LLEGAL)

PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING: DISCIPLINARY ALTERNATIVE EDUCATION PROGRAM OPERATIONS

HB 114 allows a program of educational and support services to be provided to a student and the student's parents when a DAEP offense involves e-cigarettes. (See page 5.)

HB 3928 requires the personalized transition plan for a student exiting a DAEP to include the provision of information to the parent about the process to request an evaluation of the student for special education services. (See pages 6-7.)

FOD(LLEGAL)

STUDENT DISCIPLINE: EXPULSION

HB 114 clarifies that the procedural requirements of Education Code 37.009(a) regarding conference and mitigating factors apply to expulsion. For ease of reference, content related to pre-placement proceedings has been duplicated in this policy. (See page 6.)

This legal policy also has been updated to increase the population threshold for certain counties considered to be a county with a population of 125,000 or less for purposes of JJAEP requirements (see page 10). (HB 4559)

FODA(LLEGAL)

EXPULSION: JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

This legal policy has been updated to increase population thresholds for certain counties considered to be a county with a population of 125,000 or less for purposes of JJAEP requirements. (See pages 1-2.) (HB 4559)

GBA(LLEGAL)

PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

Several legislative changes affect this legal policy on access to public information.

- HB 1161 adds victims of child abduction to those covered by the address confidentiality program. (See page 10.)
- HB 3130 restricts the release of information about certain persons who hold or apply for a license issued by the district. (See page 12.)
- HB 4123 prohibits the release of criminal history record information (CHRI) obtained from the FBI and limits the release of CHRI obtained from other Texas criminal justice agencies. (See page 12.)
- HB 3033 provides that the litigation exception to disclosure does not apply to election information in the possession of the entity that administers elections. (See page 16.)
- HB 30 and HB 3033 address the release of information related to certain arrests and crimes. (See page 17.)

GBAA(LLEGAL)

ACCESS TO PUBLIC INFORMATION: REQUESTS FOR INFORMATION

Numerous revisions throughout this legal policy on requests for information are the result of HB 3033, including the following:

- The attorney general (AG) may require board members and the officer for public information to complete Public Information Act (PIA) training if the AG determines the district has failed to comply with a requirement of the PIA. (See page 4.)

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- "Business day" is defined. A board may designate 10 nonbusiness days each calendar year. (See page 7.)
- With limited exceptions, a district must submit a request for an AG decision through the AG's electronic filing system. (See page 14.)
- A district must take certain actions as soon as practicable after receiving an AG decision. (See pages 20-21.)
- A district may request photo identification from a requestor to establish the requestor has not exceeded a personnel time limit and concealed the requestor's identity. A requestor may decline to provide identification and pay a charge for exceeding the time limit. (See page 30.)

The list of state and national holidays has been added on page 8.

GC(LEGAL)

PUBLIC NOTICES

This legal policy has been updated to increase the population threshold for the selection of the newspaper for publication of notice in certain counties (see page 2). (HB 4559)

GKA(LEGAL)

COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

HB 1760 modifies the Penal Code regarding places where weapons are prohibited to require that grounds on which a school-sponsored activity is occurring be owned by and under the control of a school. (See page 7.)

GKC(LEGAL)

COMMUNITY RELATIONS: VISITORS

HB 3 allows a district to eject a person on district property who fails or refuses to provide identification on request if the person reasonably appears to have no legitimate reason to be on district property.

GKG(LEGAL)

COMMUNITY RELATIONS: SCHOOL VOLUNTEER PROGRAM

HB 4123 allows a district to obtain criminal history record information (CHRI) from the Department of Public Safety, in addition to other agencies, about a volunteer who is excepted from the required CHRI check but subject to a discretionary check by the district. (See page 2.)

Provisions related to the concussion oversight team have been relocated to FM(LEGAL).

GRAC(LEGAL)

STATE AND LOCAL GOVERNMENTAL AUTHORITIES: JUVENILE SERVICE PROVIDERS

HB 446 changed terminology used in statutes to refer to intellectual disability. (See item 8 on page 2.)

GRB(LEGAL)

RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

This policy has been updated to increase the population threshold for municipalities to contract with one or more school districts to provide school crossing guards. (HB 4559)

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: **May 2024**

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item: Information Discussion Action
Item Type: Curriculum & Instruction HumanResources Business Services

Staff Responsible: Martha Carrasco, CHief Human Resources Officer

Signature of Requester(s)

Martha Carrasco, Chief Human Resources Officer

Signature of Presenter(s)

May 2024

Business Services Approval (Initials)

Date

Agenda Summary: [TASB Manual Policy Updates](#)

RECOMMENDATION: [That TASB Manual Policy Udates go through 1st reading](#)

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): NA

ACCOUNT NO(S): NA

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)

REQUESTING DEPARTMENT: [Human Resources](#)

CONSEQUENCES OF NON-APPROVAL: [Policy will not be current](#)

IMPLEMENTATION TIMELINE: [Immediately after 1st reading](#)

ATTACHMENT(S): [Policy List, TASB Local Update Packet with Explanatory Notes, 9-21-23 CISD Special Board Meeting, Sign in Sheets Policy Review](#)



(LOCAL) POLICY ACTION LIST
CANUTILLO ISD (071907)
UPDATE 02-20-2024

1. AE(LOCAL): EDUCATIONAL PHILOSOPHY
2. AF(LOCAL): INNOVATION DISTRICTS
3. BBB(LOCAL): BOARD MEMBERS - ELECTIONS
4. BBFA(LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES
5. BBG(LOCAL): BOARD MEMBERS - COMPENSATION AND EXPENSES
6. BDAA(LOCAL): OFFICERS AND OFFICIALS - DUTIES AND REQUIREMENTS OF BOARD OFFICERS
7. BDB(LOCAL): BOARD INTERNAL ORGANIZATION - INTERNAL COMMITTEES
8. BDD(LOCAL): BOARD INTERNAL ORGANIZATION - ATTORNEY
9. BE(LOCAL): BOARD MEETINGS
10. BF(LOCAL): BOARD POLICIES (Recent Adoption, TASB language recommended)
11. BQ(LOCAL): PLANNING AND DECISION-MAKING PROCESS
12. BQA(LOCAL): PLANNING AND DECISION-MAKING PROCESS - DISTRICT-LEVEL
13. BQB(LOCAL): PLANNING AND DECISION-MAKING PROCESS - CAMPUS-LEVEL
14. CB(LOCAL): STATE AND FEDERAL REVENUE SOURCES
15. CE(LOCAL): ANNUAL OPERATING BUDGET
16. CFF(LOCAL): ACCOUNTING - CHECKING ACCOUNTS
17. CH(LOCAL): PURCHASING AND ACQUISITION (Recent Adoption, TASB language recommended)
18. CLE(LOCAL): BUILDINGS, GROUNDS, AND EQUIPMENT MANAGEMENT - FLAG DISPLAYS
19. COA(LOCAL): FOOD AND NUTRITION MANAGEMENT - PROCUREMENT
20. CPC(LOCAL): OFFICE MANAGEMENT - RECORDS MANAGEMENT
21. CRF(LOCAL): INSURANCE AND ANNUITIES MANAGEMENT - UNEMPLOYMENT INSURANCE
22. CV(LOCAL): FACILITIES CONSTRUCTION
23. DBB(LOCAL): EMPLOYMENT REQUIREMENTS AND RESTRICTIONS - MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES
24. DCE(LOCAL): EMPLOYMENT PRACTICES - OTHER TYPES OF CONTRACTS
25. DEA(LOCAL): COMPENSATION AND BENEFITS - COMPENSATION PLAN
26. DEAB(LOCAL): COMPENSATION PLAN - WAGE AND HOUR LAWS
27. DEC(LOCAL): COMPENSATION AND BENEFITS - LEAVES AND ABSENCES
28. DED(LOCAL): COMPENSATION AND BENEFITS - VACATIONS AND HOLIDAYS
29. DEE(LOCAL): COMPENSATION AND BENEFITS - EXPENSE REIMBURSEMENT
30. DFBB(LOCAL): TERM CONTRACTS - NONRENEWAL
31. DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT
32. DHE(LOCAL): EMPLOYEE STANDARDS OF CONDUCT - SEARCHES AND ALCOHOL/DRUG TESTING
33. DMA(LOCAL): PROFESSIONAL DEVELOPMENT - REQUIRED STAFF DEVELOPMENT
34. DNA(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF TEACHERS
35. DNB(LOCAL): PERFORMANCE APPRAISAL - EVALUATION OF CAMPUS ADMINISTRATORS
36. EH(LOCAL): CURRICULUM DESIGN
37. EI(LOCAL): ACADEMIC ACHIEVEMENT
38. EIA(LOCAL): ACADEMIC ACHIEVEMENT - GRADING/PROGRESS REPORTS TO PARENTS
39. EIC(LOCAL): ACADEMIC ACHIEVEMENT - CLASS RANKING
40. EIF(LOCAL): ACADEMIC ACHIEVEMENT - GRADUATION
41. FB(LOCAL): EQUAL EDUCATIONAL OPPORTUNITY

(LOCAL) Policy Action List

CANUTILLO ISD (071907)

- 42. FD(LOCAL): ADMISSIONS
- 43. FDA(LOCAL): ADMISSIONS - INTERDISTRICT TRANSFERS
- 44. FDB(LOCAL): ADMISSIONS - INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS
- 45. FFAA(LOCAL): WELLNESS AND HEALTH SERVICES - PHYSICAL EXAMINATIONS
- ~~46.~~ FJ(LOCAL): STUDENT FUNDRAISING
- ~~46-47.~~ FM(LOCAL): STUDENT ACTIVITIES
- ~~47-48.~~ FMD(LOCAL): STUDENT ACTIVITIES - SOCIAL EVENTS
- ~~48-49.~~ FMG(LOCAL): STUDENT ACTIVITIES - TRAVEL
- ~~49-50.~~ FNAA(LOCAL): STUDENT EXPRESSION - DISTRIBUTION OF NONSCHOOL LITERATURE
- ~~50-51.~~ FNAB(LOCAL): STUDENT EXPRESSION - USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES
- ~~51-52.~~ FNCE(LOCAL): STUDENT CONDUCT - PERSONAL TELECOMMUNICATIONS/ELECTRONIC DEVICES
- ~~52-53.~~ GKB(LOCAL): COMMUNITY RELATIONS - ADVERTISING AND FUNDRAISING
- ~~53-54.~~ GKD(LOCAL): COMMUNITY RELATIONS - NONSCHOOL USE OF SCHOOL FACILITIES
- ~~54-55.~~ GKDA(LOCAL): NONSCHOOL USE OF SCHOOL FACILITIES - DISTRIBUTION OF NONSCHOOL LITERATURE
- ~~55-56.~~ GNC(LOCAL): RELATIONS WITH EDUCATIONAL ENTITIES - COLLEGES AND UNIVERSITIES

PROPOSED REVISIONS

Mission Statement	<p>We provide Equitable Opportunities to ensure our future-ready students are empowered to Explore, Learn, Grow, and Excel.</p> <p>Provide high quality educational opportunities that will inspire all students to acquire and use the knowledge and skills to become leaders and productive citizens in a culturally diverse and technologically sophisticated world.</p>
Vision	<p>LEAD today. IMPACT tomorrow.</p> <p>To become a premier school district with nationally ranked, multi-literate graduates that will be able to create, collaborate, communicate, critically think and apply the knowledge and skills to be successful in post-secondary and the workforce; and more importantly, in life.</p>
Core Beliefs	<p>Culture of Excellence</p> <p>Student Centered</p> <p>High Expectations</p> <p>Accountability</p> <p>Transparency</p> <p><i>Comment: Updated based on the information found on the district's website.</i></p>

INNOVATION DISTRICTS

AF
(LOCAL)

ADD POLICY

In accordance with state law, the District has completed all requirements for designation as an innovation district, and the Board has adopted an [innovation plan](#).¹

¹ Innovation Plan: <https://www.canutillo-isd.org/>

PROPOSED REVISIONS

Membership	The Board shall consist of seven members.
Method of Election	Election of Board members shall be at large.
Election Date	General election of board members shall be on the November uniform election date.
Terms and Election Schedule	Board members shall be elected for four-year terms, with elections conducted biennially, as follows: The election of three Board members shall be held in 2026, 2030, 2034, and in four-year intervals thereafter. The election of four Board members shall be held in 2024, 2028, 2032, and in four-year intervals thereafter.
Method of Voting Plurality	The candidates receiving the highest number of votes for the number of seats with expiring terms shall be elected.
Recognition	In recognition of the service of Board members in the District, a plaque shall be presented to all elected Board members at the end of their term or at the time of their retirement from the Board. In addition, an appropriate resolution expressing sincere appreciation to the Board member at the time of his or her retirement shall be placed in Board minutes. All retiring or retired Board members shall be given lifetime passes for free admittance to school-sponsored events and shall receive complimentary copies of District publications and promotional items such as pens or hats.

***Comment:** Recoded from BBG(LOCAL). It should be retained here if this is still a board practice.*

PROPOSED REVISIONS

Each Board member shall provide in a timely manner to the District information necessary for the District's annual financial management report. [See CFA]

Vendor Contact with Board Members

Any person conducting business with the District shall refrain from contacting individual ~~members of the~~ Board **members** regarding any aspect of the business. Communication with the Board regarding any aspect of the business shall be in writing and addressed to all Board members.

An ~~individual Board members~~ who ~~are~~ **is** contacted by a person regarding commercial business matters with the District shall refer ~~such persons~~ **the individual** to the **Superintendent's** office ~~of the Superintendent for an administrative response~~.

PROPOSED REVISIONS

Comment: This is a board operating procedure and is recommended for retention. Ensure alignment with the board operating procedures document.

**Expense
Reimbursement**

~~The District shall be responsible for managing travel expenses in a manner that provides the lowest cost and best value to the District.~~

An amount for Board member travel expenses shall be approved in the budget each year.

A Board member shall be reimbursed for reasonable, allowable expenses incurred in carrying out Board business only at the Board's request and for reasonable, allowable expenses incurred while attending meetings and conventions as an official representative of the Board.

~~Board members shall be expected to keep the costs of travel to a minimum. Registrations and reservations shall be made as early as possible in order to arrange for travel at the lowest possible cost. Ground transportation shall be provided in the most economical manner possible.~~

Travel Expenses

Payment for authorized and documented travel expenses shall be made in accordance with legal requirements by one of the following methods:0)

1. Reimbursement, not to exceed the allowable rates, for air and ground transportation, parking fees, lodging, meals, and other incidental expenses.
2. Advancement of a set amount for air and ground transportation, parking fees, taxi fares, lodging, meals, and other incidental expenses. Any excess over actual allowable expenses shall be refunded to the District.

Upon completion of travel, all Board members shall submit a travel expense form no later than ~~five~~ **10** business days after returning **from the conference or meeting**.

Accounting records shall accurately reflect that no state or federal funds were used to reimburse travel expenses beyond those authorized for state employees.

Air Travel

Air travel shall be at coach rates or the lowest rate available by the most direct route, whenever possible. When air fare to a destination is lower than the per mileage rate, the maximum reimbursement shall be the lowest air fare available.

BOARD MEMBERS
COMPENSATION AND EXPENSES

BBG
(LOCAL)

Failure to Attend	Except in cases of unforeseen events, a Board member who fails to travel to and attend a conference or other event for which travel arrangements have been made shall be required to reimburse the District for all nonrefundable expenses incurred by the District.
Nonmember's Expenses	A member who is accompanied by his or her spouse or other person shall be responsible for paying for his or her travel and shall reimburse the District for any difference in the room rates and other related travel expenses incurred due to the attendance of the additional person.
Nonmember's Expenses	A member who is accompanied by his or her spouse or other person shall be responsible for paying for his or her travel and shall reimburse the District for any difference in the room rates and other related travel expenses incurred due to the attendance of the additional person. As a courtesy, the District may make travel arrangements, using the Board member's personal credit card, for a spouse or other person traveling with the Board member. No arrangements shall be made using District resources.
Recognition	In recognition of the service of Board members in the District, a plaque shall be presented to all elected Board members at the end of their term or at the time of their retirement from the Board. In addition, an appropriate resolution expressing sincere appreciation to the Board member at the time of his or her retirement shall be placed in Board minutes. All retiring or retired Board members shall be given lifetime passes for free admittance to school sponsored events and shall receive complimentary copies of District publications and promotional items such as pens or hats
Documentation Required	For any authorized expense incurred, the Board member shall submit a statement travel expense form , with receipts to the extent feasible, documenting actual expenses and in accordance with procedures applicable to employee expense reimbursement.
Authorized Meetings	Each Board members shall be authorized by the Board to attend the annual convention hosted by the Texas Association of School Boards (TASB) and the Texas Association of School Administrators (TASA), the TASB Summer Leadership Institute, as well as National School Boards Association (NSBA) conferences, or conferences of any other association recognized by TASB/TASA or NSBA. Each Board members are is authorized to travel to four conferences that have a direct relationship or impact upon the operation of the District. Board members shall provide, u Upon their return,

the attending Board members shall provide a report to the entire Board on the meeting/conference attended.

In the event a Board member is selected for Leadership TASB or to serve in leadership roles in other school board associations, additional funds for travel shall be allotted in support of the Board member in this role. Board members may also attend any trainings supported by scholarships or grants that are specific for board member training.

The expenditure of funds for ~~All other~~ trainings or conferences that are not referenced in this policy shall require ~~be approved by the~~ Board approval.

Comment: The recognition provision is recommended for placement at BBB(LOCAL).

PROPOSED REVISIONS

Comment: Please review the recommended revisions based on information provided to the district regarding this practice. There was no corresponding provision in the board operating procedures.

Board Officers

The Board shall elect a President, a Vice President, and a Secretary who shall be members of the Board. The Board may assign a District employee to provide clerical assistance to the Board. Officers shall be elected by majority vote of the members present and voting.

Vacancy

A vacancy among officers of the Board shall be filled by majority action of the Board.

Term and Duties

Board officers shall serve for a term of one year or until a successor is elected. Officers may succeed themselves in office. Each officer shall perform any legal duties of the office and other duties as required by action of the Board.

President

In addition to the duties required by law, the President of the Board shall:

1. Preside at all Board meetings unless unable to attend.
2. Have the right to discuss, make motions and resolutions, and vote on all matters coming before the Board.
3. Send, or cause to be sent, notices of Board meetings.
4. Call special meetings of the Board. [See BE]
5. Sign all legal documents, warrants, vouchers, and reports, as required by statute, state or federal regulations, or Board policy.
6. Decide all questions of order in accordance with *Robert's Rules of Order, Newly Revised*, as modified by Board policy.
7. Serve as the Board's spokesperson.

Vice President

The Vice President of the Board shall:

1. Act in the capacity and perform the duties of the President of the Board in the event of the absence or incapacity of the President.
2. ~~Automatically~~ Become President **of only upon being elected to the position** ~~Board if a vacancy in that office occurs. The Board will then hold an election for the office of President.~~

OFFICERS AND OFFICIALS
DUTIES AND REQUIREMENTS OF BOARD OFFICERS

BDAA
(LOCAL)

3. Serve as spokesperson for the Board when the President is unavailable.

Secretary

The Secretary of the Board shall:

1. Ensure that an accurate record is kept of the proceedings of each Board meeting.
2. Ensure that notices of Board meetings are posted and sent as required by law.
3. In the absence of the President and Vice President, call the meeting to order and act as presiding officer.
4. Sign or countersign documents as directed by action of the Board.

PROPOSED REVISIONS

Comment: The district should ensure the policy and board operating procedures on this topic or in alignment.

There is more simplified policy language available if the board wishes to review.

Committee of the Whole

~~The Board shall meet in a workshop setting with the Superintendent and any administrative staff deemed necessary by the Superintendent to review the agenda of all regular Board meetings. Agenda review shall occur two weeks prior to each regular Board meeting or immediately before the regular Board meeting. The Board shall perform its work, in so far as is practicable, as a Committee of the Whole in deliberation of matters pending before the Board. However, special committees shall be authorized, as follows, to serve only in an advisory capacity to the Committee of the Whole.~~

Comment: The agenda review provisions should be moved to BE(LOCAL) if this is a current practice.

Special Committees

The Board President shall appoint members to special committees created by the Board to fulfill specific assignments, unless otherwise provided by Board action. The nature and membership of these committees shall be stated in a regular or special meeting of the Board, and the charge to the committee shall be delivered in writing and made a part of the public record. **These committees may include District personnel and citizens. The function of committees shall be fact-finding, deliberative, and advisory, but not administrative. Special committees shall report their findings to the Board and shall be dissolved upon completion of the assigned task or vote of the Board.**

Board committee meetings shall be considered special meetings and shall require legal posting of the agenda and the time and place of the meeting. In the event a quorum of the Board's membership shall be in attendance at any posted committee meeting or Board workshop, official minutes shall be kept or a legal recording of the discussion shall be made, as required by state law. [See BE]

Comment: The section above was moved from below. Minor revisions to refer to state law instead of the specific code.

The Board President and the Superintendent shall be ex officio members of all Board committees, unless otherwise provided by Board action.

BOARD INTERNAL ORGANIZATION
INTERNAL COMMITTEES

BDB
(LOCAL)

~~Board committees shall be fact-finding, deliberative, and advisory, but not administrative. Special committees shall report their findings to the Board for appropriate action.~~

Membership

Special committees shall be composed of a chairperson and at least two other members to be named by the **Board** President ~~of the Board~~. At least one administrator designated by the Superintendent shall be assigned to each committee; the Superintendent or committee chair may call on other persons to participate when additional input is needed.

Authority

The role of the special committees shall be limited to the finding of fact and the formulation of recommendations for action by the Board. ~~In this capacity, the committees shall have authority, under the conditions described in BBE(LOCAL), to request and receive any records, reports, or other documentation deemed necessary by the committee in fulfillment of its charge.~~

Comment: BBE(LOCAL) addresses the rights of access of board members to information not non-Board members. Instead of referring broadly to BBE(LOCAL) it might be necessary to consult with counsel when wanting to share information obtained under BBE(LOCAL) with non-Board members.

Meetings

~~Meetings of the special committees to formulate recommendations for the disposition of matters pending before the Board shall comply with the notice and meeting requirements of the Open Meetings Act; committee meetings shall be posted as work sessions. Location of committee meetings shall not in any way preclude the participation of the public or employees.~~

Comment: The posting requirement is addressed in the language above.

Meetings of ~~the~~ special committees shall be held only when a quorum consisting of two of the committee members are present.

Committee members shall not vote on issues before them; recommendations shall be made based on a consensus of the members.

Minutes

Minutes **from committee meetings** shall be kept and distributed to all Board members and administrators within one week following the meeting or at the next regularly scheduled Board meeting.

~~Work Sessions~~

Comment: The section below is appropriate for BE(LOCAL) if it reflects current practice. This provision states "any trustee" can request an item but BE(LOCAL) requires the agreement of "three trustees".

~~In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Trustee may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all Trustee requested topics that have been timely submitted. Before the official agenda is finalized for any meeting, the Superintendent shall consult with the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or individual Trustees have requested to be addressed are either on that agenda or scheduled for deliberation at an appropriate time in the near future. Work sessions for the Board shall be scheduled as needed. Work sessions are designed for Board discussion of issues and for major presentations by the Superintendent or designee; however, the Board shall not take action at these meetings. These sessions may cover more than one issue.~~

Comment: The above section is not in alignment with BE(LOCAL).

~~Therefore, subject to the adoption of a proposed agenda in accordance with BE(LOCAL), the order of business for these meetings shall be as follows:~~

- ~~• Call to Order/Adoption of Agenda~~
- ~~• Report/Information/Discussion Items~~
- ~~• Adjournment~~

Comment: There is a section in BE(LOCAL) that addresses order of business.

~~The public and media shall be encouraged to attend these sessions and the Board shall receive public comments.~~

Comment: The public and media can attend any public meeting. This could be moved to BE(L) if the district wishes to retain.

PROPOSED REVISIONS

The Board shall retain an attorney or attorneys, as necessary, to serve as the District's legal counsel and ~~representatives~~**representative** in matters requiring legal services. Services to be performed and reasonable fees and expenses to be paid by the District shall be set forth in writing between the Board and the attorney or attorneys.

Individual ~~Trustees~~**Board members** shall channel legal inquiries through the Superintendent, Board President, or Board's designee, as appropriate, when seeking advice or information from the District's legal counsel.

A staff request for legal advice from the District's legal counsel must be submitted through the Superintendent.

Advice from legal counsel shall be reported to the ~~Trustees~~**Board** upon request of the ~~Trustees~~**Board** or when deemed necessary by the Superintendent, ~~the~~ Board President, or Board's designee.

PROPOSED REVISIONS

Meeting Place and Time

The notice for a Board meeting shall reflect the date, time, and location of the meeting.

Regular Meetings

Regular meetings of the Board shall normally be held on the fourth Tuesday of each month at ~~5:30 p.m.~~ **6:00 p.m.** When determined necessary and for the convenience of Trustees, the Board President may change the date, time, or location of a regular meeting with proper notice.

Special or Emergency Meetings

The Board President shall call special meetings at the Board President's discretion or on request by two Trustees.

The Board President shall call an emergency meeting when it is determined by the Board President and two Trustees that an emergency or urgent public necessity, as defined by law, warrants the meeting.

Agenda

Deadline

The deadline for submitting items for inclusion on the agenda is noon on the seventh calendar day before regular meetings and noon on the third calendar day before special meetings.

Preparation

In consultation with the Board President, the Superintendent shall prepare the agenda for all Board meetings. Any Trustee may request that a subject be included on the agenda for a meeting, and the Superintendent shall include on the preliminary agenda of the meeting all topics that have been timely submitted by a Trustee.

Before the official agenda is finalized for any meeting, the Superintendent shall consult the Board President to ensure that the agenda and the topics included meet with the Board President's approval. In reviewing the preliminary agenda, the Board President shall ensure that any topics the Board or ~~at least three~~ **individual** Trustees have requested to be addressed are on that agenda **or scheduled for deliberation at an appropriate time in the near future**. The Board President shall not have authority to remove from the agenda a subject requested by ~~at least three~~ **a** Trustees without **that Trustee's** specific authorization ~~from those Trustees~~.

Comment: The above revisions align with the operating procedures.

Committee of the Whole

The Board shall meet in a workshop setting with the Superintendent and any administrative staff deemed necessary by the Superintendent to review the agenda prior to each regular Board meeting.

Notice to Members

Trustees shall be given notice of regular and special meetings at least 72 hours prior to the scheduled time of the meeting and at least one hour prior to the time of an emergency meeting.

BOARD MEETINGS

BE
(LOCAL)

Student Advisory Council

In accordance with administrative regulations, the District shall create a student advisory council to enhance community involvement and student participation in the Board's work in local government process.

Closed Meeting

Notice of all meetings shall provide for the possibility of a closed meeting during an open meeting, in accordance with law.

The Board may conduct a closed meeting when the agenda subject is one that may properly be discussed in closed meeting. [See BEC]

Order of Business

The order of business for regular Board meetings shall be as set out in the agenda accompanying the notice of the meeting. At the meeting, the order in which posted agenda items are taken may be changed by consensus of Trustees. The Pledge of Allegiances to the **United States and Texas** flags shall be recited at regular Board meetings.

Rules of Order

The Board shall observe the parliamentary procedures as found in *Robert's Rules of Order, Newly Revised*, except as otherwise provided in Board procedural rules or by law. Procedural rules may be suspended at any Board meeting by majority vote of the Trustees present.

Voting

Voting shall be by voice vote or show of hands, as directed by the Board President. Any Trustee may abstain from voting, and a Trustee's vote or failure to vote shall be recorded upon that Trustee's request. [See BDAA(LOCAL) for the Board President's voting rights]

Consent Agenda

When the agenda is prepared, the Board President shall determine items, if any, that qualify to be placed on the consent agenda. A consent agenda shall include items of a routine and/or recurring nature grouped together under one action item. For each item listed as part of a consent agenda, the Board shall be furnished with background material. All such items shall be acted upon by one vote without separate discussion, unless a Trustee requests that an item be withdrawn for individual consideration. The remaining items shall be adopted under a single motion and vote.

Minutes

Board action shall be carefully recorded by the Board Secretary or clerk; when approved, these minutes shall serve as the legal record of official Board actions. The written minutes of all meetings shall be approved by vote of the Board **and signed by the Board President and the Board Secretary**.

The official minutes of the Board shall be retained on file in the office of the Superintendent and shall be available for examination during regular office hours.

**Discussions and
Limitation**

Discussions shall be addressed to the Board President and then the entire membership. Discussion shall be directed solely to the business currently under deliberation, and the Board President shall halt discussion that does not apply to the business before the Board.

The Board President shall also halt discussion if the Board has agreed to a time limitation for discussion of an item, and that time limit has expired. Aside from these limitations, the Board President shall not interfere with debate so long as Trustees wish to address themselves to an item under consideration.

PROPOSED REVISIONS

Within the context of current law, the District shall be guided by Board-adopted written policies that are given appropriate distribution and are accessible to staff members, parents, students, and community residents.

Organization

Legally referenced policies contain provisions from federal and state statutes and regulations, case law, and other legal authority that together form the framework for local decision making and implementation. These policies are binding on the District until the cited provisions are repealed, revised, or superseded by legislative, regulatory, or judicial action.

Legally referenced policies are not adopted by the Board.

At each policy code the legally referenced policy and the Board-adopted local policy must be read together to further a full understanding of a topic.

Terms

The terms "Trustee" and "Board member" are used interchangeably in the local policy manual. Both terms are intended to reflect all the duties and obligations of the office.

[See AB for District name terminology.]

Harmony with Law

Newly enacted law is applicable when effective. No policy or regulation, or any portion thereof, shall be operative if it is found to be in conflict with applicable law.

Severability

If any portion of a policy or its application to any person or circumstance is found to be invalid, that invalidity shall not affect other provisions or applications of policy that can be given effect without the invalid provision or application; and to this end the provisions of this policy manual are declared to be severable.

Policy Development

Policies and policy amendments may be initiated by the Superintendent, Board members, school personnel, or community citizens, but generally shall be recommended for the Board's consideration by the Superintendent.

Official Policy Manual

The Board shall designate one copy of the local policy manual as the official policy manual of the District. The official copy shall be kept in the central administration office, and the Superintendent shall be responsible for its accuracy and integrity and shall maintain a historical record of the District's policy manual.

Adoption and Amendment

~~Proposed local policies or amendments introduced and recommended by the administration shall be reviewed and approved by the Board at a scheduled meeting.~~

Local policies may be adopted or amended by a majority of the Board at any regular or special meeting, provided that Board members have had advance written notice of the proposed change and that it has been placed on the agenda for such meeting.

Local policies become effective upon Board adoption or at a future date designated by the Board at the time of adoption.

TASB Localized
Updates

After Board review of legally referenced policies and adoption of local policies, the new material shall be incorporated into the official policy manual and into other localized policy manuals maintained by the District. If discrepancies occur between different copies of the manual, the version contained in the official policy manual shall be regarded as authoritative.

PROPOSED REVISIONS

The Board shall approve and periodically review the District's vision, mission, and goals to improve student performance. The vision, mission, goals, and the approved District and campus objectives shall be mutually supportive and shall support the state goals and objectives under Education Code, Chapter 4. The Board shall ensure that the District maintains an aligned written, taught, and tested curriculum. [See AE]

Comment: The above text is regarding board's governance responsibility. This policy establishes the process for site-based decision making.

District Improvement Planning Process

The District's planning process to improve student performance includes the development of the District's educational goals, the legal requirements for the District and campus improvement plans, all pertinent federal planning requirements, and administrative procedures. The Board shall approve the process under which the educational goals are developed and shall ensure that input is gathered from the District-level committee. [See BQA]

Parent and Family Engagement Plan

The Board shall ensure that the District and campus improvement plans, as applicable, address all elements required by federal law for receipt of Title I, Part A funds, including elements pertaining to parent and family engagement. The District-level and campus-level committees shall involve parents and family members of District students in the development of such plans and in the process for campus review and improvement of student academic achievement and campus performance. [See EHBD]

Administrative Procedures and Reports

The Board shall ensure that administrative procedures are developed in the areas of planning, budgeting, curriculum, staffing patterns, staff development, and school organization; adequately reflect the District's planning process; and include implementation guidelines, time frames, and necessary resources. The District-level and campus-level committees shall be involved in the development of these procedures. [See BQA and BQB]

The Superintendent shall report periodically to the Board on the status of the planning process including a review of the related administrative procedures, any revisions to improve the process, and progress on implementation of identified strategies.

Evaluation

The Board shall ensure that data ~~is~~ **are** gathered and criteria are developed to undertake the required biennial evaluation to ensure that policies, procedures, and staff development activities related to planning and decision-making are effectively structured to positively impact student performance.

Elements of the Program Accountability

The following elements will be included in the accountability program:0)

1. Clear statements of expectations and purposes for each program coupled with specifications of how their successful achievement will be determined.
2. Provisions for staff, resources, and support necessary to ensure each program's purposes and objectives are being achieved.
3. Evaluation of each program to assess the extent to which each program's purposes and objectives are being achieved.
4. Recommendations for revisions and modifications needed to better fulfill expectations and purposes.
5. Comparison of costs with District benefits to assess cost effectiveness in achieving the program's purposes.

Criteria for Program Design / Selection

Criteria for program design/selection include:0:

1. Rationale and specific objectives: the program has a stated purpose and clear goals/objectives that meet defined needs.
2. Valid supportive research: there is valid supportive research that the program is effective to meet the needs and serve the designated population.
3. Resources: fiscal and human resources are available to establish and sustain the program.
4. In-service requirements: staff development requirements to establish and sustain the program are defined.
5. Plans for broader implementation: suggestions are available for how to implement the program both as a pilot and for broader implementation.
6. Equitable administration: the program is equitably administered for all students demonstrating the defined need (within the campus for a campus program and across the District for a District program.)
7. Methods for evaluation: both formative and summative evaluation processes are defined.

All programs considered for use in the District, including pilot programs, must undergo the program evaluation. Each new program shall be consistent with the District's objectives and long-range plans. Programs proven to be based on sound teaching principles grounded in research shall be implemented throughout the District.

~~Programs designed for disabled students must comply with federal and state guidelines.~~

~~The frequency of program evaluation shall be in accordance with the recommendations within the program or annually if no recommendation is stated.~~

~~An annual report shall be made to the Board on the results of the use of the program in the District. Programs that require significant human and fiscal resources and impact a broad campus or District population shall be included in the report. Recommendations for moving a pilot program to a broader implementation must be included in the annual report.~~

PROPOSED REVISED POLICY

Comment: The law requires a policy to outline the process for setting up a district-level committee and the selection of the committee's membership.

District Advisory Committee	In compliance with law, the District shall establish a District-level committee to advise the Board or its designee in establishing and reviewing the District improvement plan [see BQ], as well as the District's educational goals, performance objectives, and major District-wide classroom instructional programs.
Board's Designee	The Superintendent or an employee designated by the Superintendent shall serve as the Board's designee and shall regularly consult with the committee. The Superintendent or the Superintendent's designee shall supervise the election of the chairperson of the committee.
Meetings	The chairperson of the committee shall set its agenda and shall schedule at least two meetings per year, including the public meeting required by law.
Communications	The Superintendent shall ensure that the District-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.
Composition	The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.
Selected Representatives	Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.
<i>Parents</i>	The committee shall include at least two parents of students currently enrolled in the District. The Superintendent shall, through various channels, inform all parents of District students about the committee's duties and composition and shall solicit volunteers.
<i>Community Members</i>	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that community residents are

informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.

*Business
Representatives*

The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The Superintendent shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.

**Professional Staff
Elections**

Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.

Classroom teacher representatives shall comprise at least two-thirds of the total professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to each respective campus.

A campus-based nonteaching professional representative from each campus shall be nominated and elected by the campus-based nonteaching professional staff.

At least one District-level professional representative, other than the Superintendent, shall be nominated and elected by the District-level professional staff.

An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]

A nominee must consent before the person's name may appear on a ballot. Election of the committee shall be held at a time determined by the Board or its designee.

Terms

All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the committee.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISED POLICY

Comment: The law requires a policy to outline the process for setting up a campus-level committee and the selection of the committee's membership.

Campus Improvement Committee

In compliance with law, each campus shall establish a campus-level committee to ensure that effective planning and site-based decision-making occur to direct and support the improvement of student performance for all students. The committees shall assist the principal, as the Board's designee, in establishing and reviewing the goals, performance objectives, and major classroom instructional programs of each campus.

Each committee shall assist with the development, evaluation, and revision of the respective campus improvement plan and shall approve campus staff development needs identified in the campus improvement plan [see BQ and DMA].

Meetings

The principal shall be responsible for the agenda and shall schedule at least two meetings per year, including the public meeting required by law.

Meetings may be held outside of the regular school day.

Campuses are expected to hold meetings at times that will increase participation of parents, staff, business representatives, and community members.

Communications

Each principal or designee shall ensure that the campus-level committee establishes communication strategies to periodically obtain broad-based community, parent, and staff input and provide information to those persons regarding the recommendations of the committee.

Composition

The committee shall be composed of members who shall represent campus-based professional staff, District-level professional staff, parents, businesses, and the community. When practicable, professional staff representation shall include a representative with the primary responsibility for educating students with disabilities. For purposes of this policy, District-level professional staff shall be defined as professionals who have responsibilities at more than one campus, including, but not limited to, central office staff.

Selected Representatives

Parent, community member, and business representatives shall be selected in accordance with this policy and administrative regulations.

<i>Parents</i>	The committee shall include at least two parents of students currently enrolled in the District. The principal shall, through various channels, inform all parents of campus students about the committee's duties and composition and shall solicit volunteers.
<i>Community Members</i>	The committee shall include at least two community members selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that community residents are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Community representatives must reside in the District.
<i>Business Representatives</i>	The committee shall include at least two business representatives selected by a process that provides for adequate representation of the community's diversity. The principal shall use several methods of communication to ensure that area businesses are informed of the committee and are provided the opportunity to participate and shall solicit volunteers. Business representatives need not reside in nor operate businesses in the District.
Professional Staff Elections	<p>Professional staff representatives shall be nominated and elected in accordance with this policy and administrative regulations.</p> <p>Classroom teacher representatives shall comprise at least two-thirds of the professional staff representation on the committee and shall be nominated and elected by classroom teachers assigned to the campus.</p> <p>At least one campus-based nonteaching professional representative shall be nominated and elected by nonteaching professional staff assigned to the campus.</p> <p>At least one District-level professional representative shall be nominated and elected by all professional staff assigned to the campus. A District-level professional shall not serve on more than one campus-level committee.</p> <p>An employee's affiliation or lack of affiliation with any organization or association shall not be a factor in either the nomination or election of the employee to the committee. [See DGA]</p> <p>A nominee must consent before the person's name may appear on the ballot. Election of the committee shall be held at a time determined by the Board or its designee.</p>
Terms	All representatives shall serve staggered two-year terms and shall be limited to two consecutive terms on the committee.

Vacancy

A vacancy during a term shall be filled for the remainder of the term by election or selection as appropriate for the category.

PROPOSED REVISIONS

Grants and Awards

The Superintendent shall be authorized to: 0)

1. Apply, on behalf of the Board, for any and all special federal and state grants and awards as deemed appropriate for the District's operations;
2. Approve commitment of District funds for matching, cost sharing, cooperative, or jointly funded projects up to the amounts specifically allowed under the District budget approved by the Board; and
3. Approve grant and award amendments as necessary.

The District shall comply with all requirements for state and federal grants and awards imposed by law, the awarding agency, or an applicable pass-through entity. The Superintendent shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to provide reasonable assurance that the District is complying with requirements for state and federal grants and awards.

[See CAA, CBB]

Federal Awards

Public Notice and Input

When required by law, state rules, or grant guidance, the District shall provide public notice of federal grant applications through an information item at a Board meeting and by publishing information on the District's website. The District shall make available opportunities for public input as required by law or the granting agency.

Plan Approval

Approval of required grant and award plans shall be by the Superintendent.

Conflict of Interest

Each employee, Board member, or agent of the District who is engaged in the selection, award, or administration of a contract supported by a federal grant or award and who has a potential conflict of interest as defined at Code of Federal Regulations, title 2, section 200.318, shall disclose to the District, in writing, any conflict that meets the disclosure threshold in Chapter 176 of the Local Government Code. [See CBB]

In addition, each employee, Board member, or agent of the District shall comply with any other conflict of interest requirements imposed by the granting agency or a pass-through entity.

For purposes of this policy, "immediate family member" shall have the same meaning as "family member" as described in Chapter 176 of the Government Code. [See BBFA]

STATE AND FEDERAL REVENUE SOURCES

CB
(LOCAL)

For purposes of this policy, “partner” shall have the same meaning as defined in Business Organizations Code Chapter 1, Subchapter A.

An employee, Board member, or agent of the District who is required to disclose a conflict in accordance with the provisions above shall not participate in the selection, award, or administration of a contract supported by a federal grant or award.

Gifts and Gratuities

Employees, Board members, and agents of the District shall not solicit any gratuities, favors, or items from a contractor or a party to a subcontract for a federal grant or award and shall not accept:

1. Any single item with a value at or above \$50; or
2. Items from a single contractor or subcontractor that have an aggregate monetary value exceeding \$100 in a 12-month period.

[See BBFA, BBFB, CBB, DBD. In the event of a violation of these requirements, see CAA and DH.]

PROPOSED REVISIONS

Fiscal Year	The District shall operate on a fiscal year beginning July 1 and ending June 30.
Budget Planning	Budget planning shall be an integral part of overall program planning so that the budget effectively reflects the District's programs and activities and provides the resources to implement them. In the budget planning process, general educational goals, specific program goals, and alternatives for achieving program goals shall be considered, as well as input from the District- and campus-level planning and decision-making committees . Budget planning and evaluation are continuous processes and should shall be a part of each month's activities.
Budget Meeting	<p>The annual public meeting to discuss the proposed budget and tax rate shall be conducted as follows:0)</p> <ol style="list-style-type: none">1. The Board President shall request at the beginning of the meeting that all persons who desire to speak on the proposed budget and/or tax rate sign up on the sheet provided.2. Prior to the beginning of the meeting, the Board may establish time limits for speakers.3. Speakers shall confine their remarks to the appropriation of funds as contained in the proposed budget and/or the tax rate.4. No officer or employee of the District shall be required to respond to questions from speakers at the meeting.
Authorized Expenditures	The adopted budget provides authority to expend funds for the purposes indicated and in accordance with state law, Board policy, and the District's approved purchasing procedures. The expenditure of funds shall be under the direction of the Superintendent or designee who shall ensure that funds are expended in accordance with the adopted budget.
Budget Amendments	The Board shall amend the budget when a change is made increasing any one of the functional spending categories or increasing revenue object accounts and other resources.
Fund Balance	To keep the District in a strong financial position, the goal of the Board shall be to maintain the fund balances of the general and debt service funds at an adequate level. The level of adequacy for the general fund (unreserved) balance shall not be less than two three months of operating expenditures. In addition, the fund balance for the debt service fund shall not be lower than 15 percent of the current year debt service requirements for the debt service

~~fund. This level of fund balance shall protect the District against potential revenue shortfalls and shall provide operating funds until tax revenues are received.~~

If the Board determines that this level of fund balance is not obtainable in the proposed budget being considered, the goal of the Board shall be to reach the level within a specific period of time, no longer than three years.

The Board shall ensure that the general fund balance does not exceed four months of operating expenditures. The Board shall also ensure that the debt service fund balance does not exceed the current year debt service requirements. If these amounts are exceeded, steps shall be taken to reduce the balance.

Authority

The Superintendent or other person designated by Board resolution shall serve as the District's fund manager and shall classify fund balances as directed by the Board and in accordance with generally accepted accounting practices as defined by GASB 54, or any subsequent revisions to that statement, as updated by the Texas Education Agency (TEA) Financial Accountability Resource Guide, or subsequent document prescribed by TEA.

Classifications

~~Per GASB 54, fund balances representing the difference between fund assets and liabilities shall be identified and classified into one of five designations, based on the following criterion:0.~~

- ~~1. Nonspendable — not in spendable form, such as inventories, or legally required by contract for a specific future use, such as prepaid items.~~
- ~~2. Restricted — by law or government regulation, such as federal and state programs, or retirement of long term debt.~~
- ~~3. Committed — the result of Board approval in a formal resolution, requiring funds to be used only for specific purposes. They are reversible by the same body. These might include funds for construction projects, capital expenditures, retirement of notes/loans payable, and claims/judgments. The Board shall take action to commit funds for a specific purpose prior to the end of the fiscal year, but the amount of the commitment may be determined after the end of the fiscal year.~~
- ~~4. Assigned — if the District intends to use funds for specific purposes, but does not restrict or commit them, the funds shall be reported as assigned. An assignment shall not require Board approval but can be made by the Superintendent or designated fund managers. Should the Board opt not to commit any balances, it will implicitly defer to the designees to make appropriate assignments based on GASB 54.~~

ANNUAL OPERATING BUDGET

CE
(LOCAL)

~~5. Unassigned—amount left over after the previous four classifications in the general fund have been made. Only the general fund shall have unassigned amounts, since by accounting for amounts in other funds, the District has implicitly assigned the funds to the purposes of those particular funds.~~

~~Disclosures~~

~~The District shall disclose the following information in the notes to the financial statements:~~

- ~~• Committed and assigned balances.~~
- ~~• District accounting policies regarding order of expenditure of funds, per GASB 54 paragraph 18 and 23(c).~~
- ~~• Purpose of each major special revenue fund.~~
- ~~• Minimum fund balance policy, if established.~~
- ~~• Rainy funds, if any are designated.~~

DELETE POLICY

**Bank Account
Signatures**

~~The following guidelines shall be used in signing all payroll and voucher checks:0)~~

- ~~1. All payroll and payroll related checks shall be signed by a three signature plate, i.e., two Board members and the Superintendent.~~
- ~~2. All voucher checks run during the normal accounts payable cycle shall be signed by a three signature plate, i.e., two Board members and the Superintendent.~~
- ~~3. All other voucher checks shall be signed by a three signature plate, i.e., two Board members and the Superintendent.~~

Comment: Recommend placement of these guidelines in business procedures or administrative regulations instead of board policy.

PROPOSED REVISIONS

**Purchasing
Authority**

The Board delegates to the purchasing agent the authority to make budgeted purchases for goods or services. However, any single, budgeted purchase of goods or services that costs \$100,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place, except as otherwise provided in this policy.

The following shall not require advance approval from the Board before payment:0)

1. All payroll and all payroll-related payments such as Texas Teacher Retirement System (TRS), income tax withholding, contributions to employee-directed annuities and insurance policies, and other payments authorized by employees from their salaries.
2. All payments arising from or relating to the District's self-funded health plan and self-funded workers' compensation plan.
3. All regularly scheduled payments for transactions previously approved by the Board such as payments on bonds, leases for equipment and/or vehicles, and all monthly payments for utilities, telephone service, and Internet service.
4. Legal, accounting, and auditing services.
5. Payment for fuel for District vehicles.
6. Payments to other governmental entities such as the Central Appraisal District or Region 19 Education Service Center.
7. Payments on District credit cards.
8. Premiums for property and casualty insurance, general liability insurance, motor vehicle insurance, Board and employee liability insurance, and similar insurance coverage of District property and staff.
9. Payments made pursuant to contracts or agreements previously approved by the Board.
10. Contracts approved by the Texas Education Agency and any of the Education Service Centers;
11. Contracts approved by the state of Texas;
12. Purchases made pursuant to interlocal agreements previously approved by the Board, including, but not limited to, purchases made through a cooperative purchasing program;

13. Contracts that were previously authorized by the Board;

14. Contracts amendments and change orders to the extent permitted by law and policy; and

~~10-15. Contracts for items to replace stolen items or items damaged by natural causes and vandalism.~~

Renewals

The Superintendent shall inform the Board on a monthly basis of the renewal of a contract previously approved by the Board.

Comment: The provisions above were moved here from the section Exemptions from Board Approval, below.

Exception for
Emergency
Contracts

In the event of a catastrophe, emergency, or natural disaster affecting the District, the Board delegates to the Superintendent the authority to contract for the replacement, construction, or repair of school equipment or facilities in accordance with law, if emergency replacement, construction, or repair is necessary for the health and safety of District students and staff. The Superintendent shall report to the Board at the next regular meeting any contract made under this authority. [See Disaster Exception, CH(LEGAL)]

The delegation regarding emergency contracts does not waive competitive purchasing requirements under Education Code Chapter 44. Only the Board is authorized to waive competitive purchasing requirements under limited circumstances in accordance with Education Code 44.031(h). [See Emergency Damage or Destruction, CH(LEGAL)]

Purchasing
Procedures

The Superintendent shall develop purchasing procedures to implement the requirements of state and federal law. [See also CB, CBB, CH(LEGAL), and COA]

~~Board approval of
Contracts Above
\$100,000~~

~~Contracts for a term of one year or more above \$100,000 annually shall require approval by the Board, unless exempted by this policy.~~

Comment: The text above is not necessary since the board already must approve any purchases above \$100,000 based on the purchasing authority above. Was the district attempting to capture another exception to superintendent's purchasing authority?

~~Renewals~~

~~The Superintendent shall inform the Board on a monthly basis of the renewal of a contract previously approved by the Board.~~

~~Exemptions from
Board Approval~~

~~The following contracts shall be permitted without Board approval:
0.~~

PURCHASING AND ACQUISITION

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- ~~1. Contracts approved by the Texas Education Agency and any of the Education Service Centers;~~
- ~~2.1. Contracts approved by the state of Texas;~~
- ~~3.1. Purchases made pursuant to interlocal agreements previously approved by the Board, including, but not limited to, purchases made through a cooperative purchasing program;~~
- ~~4.1. Contracts that were previously authorized by the Board;~~
- ~~5.1. Contracts amendments and change orders to the extent permitted by law and policy; and~~
- ~~6.1. Contracts for items to replace stolen items or items damaged by natural causes and vandalism.~~

Purchasing Method

The Board delegates to the Superintendent the authority and responsibility to determine the method of purchasing in accordance with CH(LEGAL) or CBB(LEGAL), as appropriate.

Competitive Bidding

If competitive bidding is chosen as the purchasing method, the Superintendent shall prepare bid specifications. All bids shall be in accordance with administrative regulations **and the submission of any electronic bids shall also be in accordance with Board-adopted rules**. All bidders shall be invited to attend the bid opening. Any bid may be withdrawn prior to the scheduled time for opening. Bids received after the specified date and time shall not be considered.

A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

The District may reject any and all bids in accordance with state or federal law, as applicable.

Competitive Sealed Proposals

If competitive sealed proposals are chosen as the purchasing method, the Superintendent shall prepare the request for proposals and/or specifications for items to be purchased. All proposals shall be in accordance with administrative regulations, **and the submission of any electronic proposals shall also be in accordance with Board-adopted rules**. Proposals received after the specified time shall not be considered. Proposals shall be opened at the date and time specified, and all proposers shall be invited to attend the proposal opening. Proposals may be withdrawn prior to the scheduled time of opening. Changes in the content of a proposal, and in prices, may be negotiated after proposals are opened. A vendor's past relationship with the District shall be part of the evaluation criteria when making the award.

The District may reject any and all proposals in accordance with state or federal law, as applicable.

Electronic Bids or Proposals

Bids or proposals that the District has chosen to accept through electronic transmission shall be administered in accordance with Board-adopted rules. Such rules shall safeguard the integrity of the competitive procurement process; ensure the identification, security, and confidentiality of electronic bids or proposals; and ensure that the electronic bids or proposals remain effectively unopened until the proper time.

Responsibility for Debts

The Board shall assume responsibility for debts incurred in the name of the District so long as those debts are for purchases made in accordance with the adopted budget, state law, Board policy, and the District's purchasing procedures. [See CE] The Board shall not be responsible for debts incurred by persons or organizations not directly under Board control. Persons making unauthorized purchases shall assume full responsibility for all such debts.

Purchase Commitments

All purchase commitments shall be made by the Superintendent in accordance with administrative procedures, including the District's purchasing procedures.

Personal Purchases

District employees shall not be permitted to make purchases for personal use through the District's business office.

Other Contracted Services

The District shall contract with firms that have sufficient resources and capabilities to provide services to the District.

Proposals for services shall be solicited as deemed appropriate. However, a mandatory review of all firms that have served the District for five consecutive years shall be required at the end of a five-year period. At that time, the Board may direct the Superintendent to prepare and issue a request for qualifications or proposals, as appropriate for the services.

Debarment

The Board shall protect the District's interests by ensuring that contracts and subcontracts are awarded to firms or individuals who provide the District with the best value. As one method of implementing this policy, the District may debar a vendor/contractor under the circumstances and procedures detailed below.

Successors-in-Interest

A successor-in-interest shall be defined as any business entity that is substantially similar to a business entity that is or was previously debarred. A business entity that employs, or is associated with any partner, member, officer, director, responsible managing officer, or responsible managing employee, or a business entity that is or was previously debarred is a successor-in-interest.

The District, in its sole discretion, may debar a vendor/contractor, its partners, principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, and other affiliates from bidding on or entering into contracts led by the District, from participating as a subcontractor on any contract, or from providing services, materials, equipment, goods, or supplies in any contract for any one or more of the reasons listed below. A proposed debarment may include all known successors-in-interest of a business entity and is presumed to do so unless otherwise stated in the debarment decision.

Grounds for
Debarment

Grounds for debarment shall include the following:0.

1. Unsatisfactory performance of a contract or any history of failure to perform contracted services, either with the District or elsewhere;
2. Stating an unwillingness to honor a binding bid;
3. Knowingly and intentionally supplying false information in order to appear responsive to a solicitation, to obtain a contract, or to qualify for a bid performance;
4. Knowingly and intentionally conferring or offering to confer any gift, gratuity, favor, or advantage, present or future, upon any employee of the District or other governmental agency that exercises any official responsibility for an acquisition;
5. Conviction, plea of guilty or nolo contendere of any felony charge of fraud, bribery, collusion, conspiracy, payment of kickbacks, federal or state antitrust laws, or other criminal offense in connection with the bidding, award, or performance of any contract for goods and services with any state agency;
6. Any public admission to a bidding crime by a vendor/contractor, made individually or through one or more of its officers or partners;
7. Conviction of any offense that indicates a lack of moral or ethical integrity and that reasonably relates to or reflects upon the business practices of the vendor/contractor;
8. Violation of state ethics laws;
9. Failure to comply with terms and conditions of existing contracts; or
10. Disqualification of the vendor/contractor by any federal, state, or local governmental agency in Texas or other states for sub-

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stantially violating any of these reasons. In such case, the period of debarment shall be the period of time as established by the governmental agency.

Period of
Debarment

The period of a single debarment shall be no less than 12 months and no greater than 36 months. In cases of multiple offenses by the same vendor/contractor arising out of separate occurrences, the District may order additional periods of debarment, even though the total debarment period exceeds 36 months.

At the discretion of the District, a debarment of greater than 12 months may be modified, but only if it is both in the public interest and in the District's interest, as determined by the Superintendent. Mitigating circumstances that may be considered include, but are not limited to, degree of culpability, length of debarment necessary to protect the District's interests, restitution paid, cooperation with law enforcement authorities, or repudiation of any criminal or unethical activity prior to the completion of such activity.

Debarment
Procedures

A vendor/contractor who is debarred for fraud or dishonesty shall be afforded notice and the opportunity for a hearing prior to debarment, except where there is a criminal indictment or an ongoing civil or criminal prosecution. Where the vendor/contractor has been criminally indicted, is under ongoing civil or criminal prosecution, or if a state or federal law enforcement authority determines that holding a pre-debarment hearing would jeopardize a civil or criminal prosecution, the vendor/contractor shall be provided with a full opportunity to submit rebuttal information in lieu of a hearing.

A vendor/contractor who is debarred for any other reasons or multiple reasons may be debarred immediately but may contest such debarment in accordance with these procedures. An opportunity to rebut charges must be afforded the vendor/contractor. A vendor/contractor who is debarred both for fraud or dishonesty and other reasons not implicating fraud or dishonesty may be debarred immediately in accordance with these procedures, but only for those reasons not implicating fraud or dishonesty. Such vendor/contractor shall be afforded notice and the opportunity for a hearing prior to debarment for fraud or dishonesty.

Debarment
Committee

The Superintendent shall establish a three-member debarment committee and shall appoint three members and three alternates of diverse ethnicities and departments. Each committee member must be fair, objective, and of the highest integrity.

Commencement
Proceedings

Anyone, including a Board member, District employee, contractor, or vendor, may submit to the purchasing agent a complaint, proposal to debar, or information that would support the debarment of

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a vendor/contractor, consultant, or bidder. A copy shall also be submitted to the chief financial officer.

The purchasing agent shall be responsible for establishing a computer database for tracking all submissions. The database shall, at a minimum, contain fields for the following:

1. The name of the vendor/contractor and DBA, where applicable.
2. The official business address and telephone number of the vendor/contractor.
3. The names of all principals, members, directors, officers, responsible managing employees, agents, successors-in-interest, or other affiliates.
4. The federal employer identification number.
5. Types of work performed.
6. Dates work was performed.
7. Dollar amount of contract.
8. Total amount paid.
9. Reasons for proposed debarment.
10. Name of complainants.
11. Dates of complaints.
12. Dates of responses, if any.
13. Disposition by debarment committee.
14. Names of the three members of debarment committee who rendered the disposition.

Notice

After the purchasing department has logged the complaint, proposal for debarment, or information that would support a debarment, the purchasing agent shall notify the vendor/contractor in writing of the proposed debarment and state with specificity the reasons for the proposed debarment. A sufficient notice may describe the irregularities on which the suspension is based in general terms without disclosing any evidence. The notice must also inform the vendor/contractor of his or her opportunity for rebuttal.

Opportunity for
Rebuttal

Vendors/contractors shall have 14 calendar days to respond in writing to the proposed debarment and submit any documentation or other evidence to the purchasing department.

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| Conflict of Interest | <p>Any member of the debarment committee who has a direct interest; is related to any employee, representative, or officer of a vendor/contractor under consideration; or has any other conflict of interest must recuse himself/herself from participation.</p> <p>Vendors/contractors and any other person who has an interest in the outcome of the decision may not directly or indirectly communicate with any member of the debarment committee regarding the merits of the proposed debarment.</p> |
| Maintenance of Files | <p>The purchasing department shall maintain all original documents and files and shall enter all vendor/contractor responses into the database prior to forwarding three packets, each containing copies of the complaint, response, and all supporting evidence to the debarment committee.</p> |
| Debarment Committee Procedures | <p>The following shall apply:0.</p> <ol style="list-style-type: none">1. For all proposed debarments not involving allegations implicating fraud or dishonesty, the debarment committee shall:<ol style="list-style-type: none">a. Review each packet prior to deliberating proposed debarments in committee;b. Deliberate each proposed debarment in a committee meeting; andc. Issue a final decision to the purchasing agent who shall be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.2. For all proposed debarments or suspensions involving allegations implicating fraud or dishonesty, the debarment committee shall:<ol style="list-style-type: none">a. Review each packet prior to deliberating proposed debarments in committee;b. When there is no ongoing civil or criminal prosecution, schedule a meeting or hearing with the vendor/contractor to afford the vendor/contractor a full opportunity to present to a full committee evidence rebutting the alleged fraud or dishonesty. A full hearing shall be scheduled when the District's evidence is conflicting or not compelling. The vendor/contractor may be represented by an attorney if he or she wishes. When the vendor/contractor is represented by counsel, the District shall be represented by the office of legal services; |

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- c. Obtain the signatures of all committee members, witnesses, representatives, and other participants in each meeting or hearing held; and
- d. Issue a final decision to the purchasing agent who will be responsible for entering the decision into the database and communicating the decision in writing to the vendor/contractor.

Decision All decisions shall be issued in writing within 15 days of receiving the vendor/contractor's rebuttal information. The decision shall include:

1. The allegations considered;
2. The evidence presented for both sides;
3. Any findings of credibility;
4. The committee's decision; and
5. The basis for the decision.

All decisions shall be supported by a rational basis and adequate evidence.

Referrals to Law Enforcement Any case that may involve criminal activity shall be referred to law enforcement authorities, as appropriate, after consulting with the District's office of legal services and the special assistant to the Superintendent for public safety and loss prevention or the Superintendent.

Notification of Vendor / Contractor The purchasing agent shall be responsible for all communications with vendors/contractors. After disposition by the debarment committee, the purchasing agent shall be responsible for communicating to the vendor/contractor the committee's final decision. The final decision shall be transmitted by facsimile and by certified and return receipt mail.

Enforcement of Debarment When the debarment committee has issued a decision to debar the vendor/contractor, the purchasing agent shall be responsible for ensuring that debarred vendors/contractors do not participate in contracting with or supplying any goods or services to the District. Any participation of a currently debarred vendor/contractor may be grounds for the immediate termination of the purchasing agent and other purchasing department staff in accordance with District termination policies and procedures.

Appeal A debarred vendor/contractor may appeal the debarment decision to the Superintendent. The appeal must be filed within ten calendar days of the decision. If an appeal is not filed within ten calendar

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days of the date the decision was faxed or the date of the return receipt, whichever is earlier, the debarment committee's decision is final and there is no other recourse.

The Superintendent shall determine whether there was a rational basis and adequate evidence for the debarment committee's decision and shall uphold the decision if there is a finding of a rational basis and adequate evidence. If the evidence is found inadequate to support the decision or there is no rational basis for the decision, the Superintendent shall, as appropriate, request additional information or reverse the debarment committee's decision. The decision of the Superintendent shall be the final. The purchasing agent shall enter the appeal and final decision into the database.

Reports

The purchasing agent shall periodically distribute a report of all debarred vendors/contractors to the Board of Trustees, Superintendent, the chief financial officer, the legal services representative, and user departments.

Updates / Review

~~This policy, along with CH(REGULATION) and the District's purchasing manual, shall be reviewed and updated at least annually in June or earlier as needed.~~

PROPOSED REVISIONS

Flag Displays

The **U.S. and Texas** flags ~~displayed of the United States of America and the state of Texas~~ shall be **prominently displayed** ~~flown at every~~ in each classroom ~~school and flown at every on all regular school days~~ **to which a student is assigned during the time that the pledges of allegiance to those flags are recited.**

~~Students shall be instructed in flag etiquette and shall be guided in developing an attitude of respect for the flags of their nation and state. The principal of each school shall be responsible for displaying the flags.~~

National Anthem

~~All students should learn, with understanding, "The Pledge of Allegiance" and the national anthem, "The Star Spangled Banner."~~

PROPOSED REVISIONS

Procurement

The ~~Superintendent~~ **child nutrition director** shall oversee the use of federal child nutrition funds to procure appropriate goods and services necessary for providing food service to students and shall develop and enforce financial management systems, internal control procedures, procurement procedures, and other administrative procedures as needed to comply with all state and federal requirements for use of these funds.

[See CO(LEGAL) and COA(LEGAL)]

**Geographic
Preference**

The Board delegates to the child nutrition director the authority to determine whether the District will apply a geographic preference when procuring unprocessed, locally grown or locally raised agricultural products and to:0)

1. Specify the types of products for which any geographic preference will be applied; and
2. Define the geographic area to be preferred for each applicable product.

PROPOSED REVISIONS

The Superintendent shall oversee the performance of records management functions prescribed by state and federal law:0)

- Records administrator, as prescribed by Local Government Code 176.001 and 176.0065. [See BBFA]
- Officer for public information, as prescribed by Government Code 552.201–.205. [See GBAA]
- Public information coordinator, as prescribed by Government Code 552.012. [See BBD]

Local Government Records Act

“Local Government Record”

Records Management Officer

The term “local government record” shall pertain to all items identified as such by the Local Government Records Act.

The ~~Superintendent~~ **chief human resources officer and the executive director of operations** shall serve as and perform the duties of the District’s records management officer as prescribed by Local Government Code 203.023 and shall administer the District’s records management program pertaining to local government records in compliance with the Local Government Records Act.

Notification

The records management officer shall file his or her name with the Texas State Library and Archives Commission (TSLAC) within 30 days of assuming the position.

Electronic Records

The records management officer shall develop procedures for the management of electronic records that comply with the District’s records control schedules and meet the minimum components required by law.

The procedures shall:•

1. Specify the objectives of the electronic records management program;
2. Identify the responsibilities of employees who create, receive, or maintain electronic records;
3. Ensure the maintenance of electronic records until the expiration of the applicable retention period and final disposition; and
4. Ensure that electronic records that must be protected from unauthorized use or disclosure are appropriately protected as required by law, regulation, or other applicable requirements.

Records Control
Schedules

The records management officer shall file with the TSLAC a written declaration that the District has adopted records control schedules that comply with records retention schedules issued by the TSLAC as provided by law.

Website Postings

The District's records management program shall address the length of time records will be posted on the District's website when the law does not specify a posting period.

Records Destruction Practices

All local government records shall be considered District property and any unauthorized destruction or removal shall be prohibited. The District shall follow its records control schedules, records management program, and all applicable laws regarding records destruction. However, the District shall preserve records, including electronically stored information, and suspend routine record destruction practices where appropriate and in accordance with procedures developed by the records management officer. Such procedures shall describe the circumstances under which local government records scheduled for destruction must be retained. Notification shall be given to appropriate staff when routine record destruction practices must be suspended and when they may be resumed.

Training

The records management officer shall receive appropriate training regarding the Local Government Records Act and shall ensure that custodians of records, as defined by law, and other applicable District staff are trained on the District's records management program, including this policy and corresponding procedures.

DELETE POLICY

Comment: Whether to issues these letters can be determined administratively and does not require a local policy.

**Reasonable
Assurance**

~~The District shall issue letters of reasonable assurance, as appropriate, to employees in positions requiring less than 12 months of service whose services are anticipated to be needed at the beginning of the following school year. [See DCD and DCE]~~

PROPOSED REVISIONS

Compliance with Law

The Superintendent shall establish procedures that ensure that all school facilities within the District comply with applicable laws and local building codes.

Construction Contracts

The Board delegates to the purchasing agent the authority to determine, prior to advertising, ~~the Board shall determine~~ the project delivery/contract award method to be used for each construction contract valued at or above \$50,000. ~~To assist the Board, the Superintendent shall recommend the project delivery/contract award method that he or she determines provides the best value to the District.~~ [See CV series generally and CBB(LEGAL) for requirements if federal funds are involved.]

For construction contracts valued at or above ~~\$10,000~~ **\$100,000**, the Superintendent shall ~~also~~ submit the resulting contract to the Board for approval. Lesser expenditures for construction and construction-related materials or services shall be at the discretion of the Superintendent and consistent with law and policy. [See also CH and CBB(LEGAL)]

Note: For provisions regarding delegation of authority for construction contracts in the event of a catastrophe, emergency, or natural disaster affecting the District, see CH(LOCAL).

Change Orders

Change orders permitted by law shall be approved prior to any changes being made in the approved plans or the actual construction of the facility.

Change orders valued at or above 25 percent of the total project award amount shall require Board approval. The Superintendent shall be authorized to approve change orders of a lesser amount.

~~Once a contract has been awarded for construction purposes, all change orders in excess of \$500 and less than \$5,000 per project shall be reported to the Board monthly. Any change order in excess of \$5,000 shall be reported to the Board for approval prior to the implementation of the change order.~~

Project Administration

All construction projects shall be administered by the Superintendent or designee.

The Superintendent shall keep the Board informed concerning construction projects **valued at or above \$100,000** and also shall provide information to the general public.

Final Payment

The District shall not make final payments for construction or the supervision of construction until the work has been completed and the Board has accepted the work **for all contract valued at or above \$100,000. For final payments associated with construction or supervisor of construction for projects less than \$100,000, the Superintendent is delegated authority to make these payments when the Superintendent has accepted the work.**

PROPOSED REVISIONS

**Physician's
Documentation**

~~For required documentation from a "doctor" or "physician," these terms shall be defined as a physician licensed to practice within the United States.~~

**Examinations During
Employment**

The Superintendent or designee may require an employee to undergo a medical examination if information received from the employee, the employee's supervisor, or other sources indicates the employee has a physical or mental impairment that:

Interferes with the employee's ability to perform essential job functions; or

Poses a direct threat to the health or safety of the employee or others. A communicable or other infectious disease may constitute a direct threat.

The District may designate the physician to perform the examination. If the District designates the physician, the District shall pay the cost of the examination. The District may place the employee on paid administrative leave while awaiting results of the examination and evaluating the results.

Based on the results of the examination, the Superintendent or designee shall determine whether the employee has an impairment. If so, the Superintendent or designee shall determine whether the impairment interferes with the employee's ability to perform essential job functions or poses a direct threat. If not, the employee shall be returned to his or her job position.

If the impairment does interfere with the employee's ability to perform essential job functions or poses a direct threat, the Superintendent or designee shall determine whether the employee has a disability and, if so, whether the disability requires reasonable accommodation, including the use of available leave. The granting of additional unpaid leave may be a reasonable accommodation in some circumstances. If the employee does not have a disability, the Superintendent or designee shall evaluate the employee's eligibility for leave. [See DEC(LOCAL)]

[See DAA for information on disabilities and reasonable accommodation]

**Placement on
Temporary Disability**

At Employee's
Request

The Superintendent or designee shall have authority to place an eligible employee on temporary disability leave at the employee's request, as appropriate, when the employee's condition interferes with the performance of regular duties.

EMPLOYMENT REQUIREMENTS AND RESTRICTIONS
MEDICAL EXAMINATIONS AND COMMUNICABLE DISEASES

DBB
(LOCAL)

By Board Authority

Based on the Superintendent's recommendation that an eligible employee be involuntarily placed on temporary disability leave, the Board shall place an employee on temporary disability leave if the Board determines, in consultation with the physician who performed the medical examination, that the employee's condition interferes with the performance of regular duties. [For employees who are eligible for temporary disability leave, see DEC(LOCAL)]

In accordance with DGBA, an employee may file a complaint disputing placement on temporary disability leave. As part of the complaint process, the employee may present testimony or other relevant information to the Board regarding the employee's fitness to perform regular duties.

Other Requirements

Employees with communicable diseases shall follow recommendations of public health officials regarding contact with students and other employees. Food service workers shall comply with health requirements established by city, county, and state health authorities. Bus drivers shall comply with legal requirements. [See DBA]

PROPOSED REVISIONS

**Non-Chapter 21
Contracts**

The Board shall employ on non-Chapter 21 contracts, not to be governed by Chapter 21 of the Education Code, the following positions: ~~the internal auditor,~~ the **chief human resources officer,** ~~executive director of human resources,~~ the chief ~~financial~~ **business** officer, ~~and~~ the executive director of **finance, and the executive director of operations**~~facilities and transportation.~~

**Appeal of
Employment Actions**

An employee may appeal discharge during the contract period in accordance with DCE(LEGAL).

An employee whose contract is not reissued at the end of the contract period may appeal in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

The Superintendent shall recommend an annual compensation plan for all District employees. The compensation plan may include wage and salary structures, stipends, benefits, and incentives. [See also DEAA] The recommended plan shall support District goals for hiring and retaining highly qualified employees. The Board shall review and approve the compensation plan to be used by the District. The Board shall also determine the total compensation package for the Superintendent. [See BJ series]

Pay Administration

The Superintendent shall implement the compensation plan and establish procedures for plan administration consistent with the budget. The classification of each job title within the compensation plan shall be based on the qualifications, duties, and market value of the position.

~~Advanced Degree~~

~~When a professional employee completes a master's or doctorate degree in his or her teaching field or area of work responsibility prior to September 1, a pay increase based on the degree shall begin at that time; for degrees completed in December, a prorated pay increase for the employee shall begin in January.~~

~~Creditable Service~~

~~An employee who is receiving workers' compensation wage benefits and who has no available paid leave shall not earn creditable years of service while absent from duty.~~

~~In order to accrue a creditable year of service, an employee must be employed for at least 90 full time days or the equivalent.~~

Annualized Salary

The District shall pay all salaried employees over 12 months in equal monthly or semi-monthly installments, regardless of the number of months employed during the school year. Salaried employees hired during the school year shall be paid in accordance with administrative regulations.

Pay Increases

The Superintendent shall recommend to the Board an amount for employee pay increases as part of the annual budget. Any pay adjustments for individual employees shall be determined within the approved budget following established procedures.

Midyear Pay Increases

Contract
Employees

A contract employee's pay may be increased after performance on the contract has begun only if authorized by the compensation plan of the District or there is a change in the employee's job assignment or duties during the term of the contract that warrants additional compensation. Any such changes in pay that do not conform with the compensation plan shall require Board approval. [See DEA(LEGAL) for provisions on pay increases and public hearing requirements]

COMPENSATION AND BENEFITS
COMPENSATION PLAN

DEA
(LOCAL)

Noncontract
Employees

The Superintendent may grant a pay increase to a noncontract employee after duties have begun because of a change in the employee's job assignment or to address pay equity. The Superintendent shall report any such pay increases to the Board at the next regular meeting.

Pay During Closing

During an emergency closure, all employees shall continue to be paid for their regular duty schedule unless otherwise provided by Board action. Following an emergency closure, the Board shall adopt a resolution or take other Board action establishing the purpose and parameters for such payments. [See EB for the authority to close schools]

Premium Pay
During Disasters

Nonexempt employees who are required to work to mitigate the reason for an emergency closing shall be paid at the rate of one and one-half times their regular rate of pay for all hours worked up to 40 hours per week. All other nonexempt employees who are required to work during an emergency closing shall be paid their regular rate of pay.

Overtime for time worked over 40 hours in a week shall be calculated and paid according to law. [See DEAB] The Superintendent shall approve payments and ensure that accurate time records are kept of actual hours worked during emergency closings.

PROPOSED REVISIONS

Classification of Positions

The Superintendent or designee shall determine the classification of positions or employees as “exempt” or “nonexempt,” ~~within guidelines set out in federal regulations~~, for purposes of payment of overtime in compliance with the Fair Labor Standards Act (FLSA).

Exempt

~~The minimum wage and overtime provisions shall not apply to any employee in a bona fide executive, administrative, or professional capacity. [See DEAB(LEGAL)]~~

The District shall pay employees who are exempt from the overtime pay requirements of the FLSA on a salary basis. The salaries of these employees are intended to cover all hours worked, and the District shall not make deductions that are prohibited under the FLSA.

An employee who believes deductions have been made from his or her salary in violation of this policy should bring the matter to the District’s attention, through the District’s complaint policy. [See DGBA] If improper deductions are confirmed, the District will reimburse the employee and take steps to ensure future compliance with the FLSA.

Nonexempt

Nonexempt employees may be compensated on an hourly basis or on a salary basis. Employees who are paid on an hourly basis shall be compensated for all hours worked. Employees who are paid on a salary basis are paid for up to and including a 40-hour workweek.

A nonexempt employee shall have the approval of his or her supervisor before working overtime. An employee who works overtime without prior approval is subject to discipline but shall be compensated in accordance with the FLSA.

Workweek Defined

For purposes of FLSA compliance, the workweek for District employees shall begin at 12:00 a.m. Sunday and end at 11:59 p.m. Saturday.

Nonexempt Compensatory Time

~~It is the goal of the District to not permit the accumulation of compensatory time unless extenuating circumstances exist. When a nonexempt employee works more than 40 hours during a workweek, compensatory time is accumulated at one and one-half times the number of hours worked over 40 hours. Time worked includes actual work performed, excluding leaves of absences or other nonwork periods.~~ At the District’s option, nonexempt employees may receive compensatory time off, rather than overtime pay, for overtime work. **The employee shall be informed in advance if overtime hours will accrue compensatory time rather than pay.**

~~An exempt employee shall not accrue compensatory time.~~

Accrual

Compensatory time earned by nonexempt employees may not accrue beyond a maximum of 40 hours. If an employee has a balance of more than 40 hours of compensatory time, the District shall require the employee to use the compensatory time, or at the District's option, the District shall pay the employee for the compensatory time with campus or department operational funds at the current rate of pay.

~~When~~ If an employee's compensatory time balance exceeds 40 hours, both the employee and their immediate supervisor ~~are~~ shall be subject to disciplinary action.

Use

~~An employee shall use compensatory time by December of the duty year in which it is earned. If an employee has any unused compensatory time remaining at the end of a duty year, the District shall pay the employee for the compensatory time with campus or department operational funds at the current rate of pay.~~

Compensatory time may be used at either the employee's or the District's discretion. An employee may use compensatory time in accordance with the District's leave policies and if such use does not unduly disrupt the operations of the District. [See DEC(LOCAL)] The District may require an employee to use compensatory time when in the best interest of the District.

*Upon Separation
from the District /
Transfers*

Upon separation from the District or departmental or campus transfer of a nonexempt employee, the District shall pay the employee for accrued compensatory time with campus or department operational funds at the current rate of pay.

PROPOSED REVISIONS

**Leave
Administration**

The Superintendent shall develop administrative regulations addressing employee leaves and absences to implement the provisions of this policy.

Definitions

The term "immediate family" is defined as:0)

Immediate Family

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

For purposes of the Family and Medical Leave Act (FMLA), the definitions of spouse, parent, son or daughter, and next of kin are found in DECA(LEGAL).

Family Emergency

The term "family emergency" shall be limited to disasters and life-threatening situations involving the employee or a member of the employee's immediate family.

Leave Day

A "leave day" for purposes of earning, using, or recording leave shall mean the number of hours per day equivalent to the employee's usual assignment, whether full-time or part-time.

School Year

A "school year" for purposes of earning, using, or recording leave shall mean the term of the employee's annual employment as set by the District for the employee's usual assignment, whether full-time or part-time.

Catastrophic Illness
or Injury

A catastrophic illness or injury is a severe condition or combination of conditions affecting the mental or physical health of the employee or a member of the employee's immediate family that requires the services of a licensed practitioner for a prolonged period of time and that forces the employee to exhaust all leave time earned by that employee and to lose compensation from the District. Such conditions typically require prolonged hospitalization or recovery or are expected to result in disability or death. Conditions relating to pregnancy or childbirth shall be considered catastrophic if they meet the requirements of this paragraph.

Note: For District contribution to employee insurance during leave, see CRD(LOCAL).

Availability

The District shall make state personal leave and local leave for the current year available for use at the beginning of the school year.

State Leave Proration

If an employee separates from employment with the District before his or her last duty day of the school year or begins employment after the first duty day of the school year, state personal leave shall be prorated based on the actual time employed.

If an employee separates from employment before the last duty day of the school year, the employee's final paycheck shall be reduced for state personal leave the employee used beyond his or her pro rata entitlement for the school year.

Medical Certification

An employee shall submit medical certification of the need for leave if:

1. The employee is absent more than three consecutive work-days because of personal illness or illness in the immediate family;
2. The District requires medical certification due to a questionable pattern of absences or when deemed necessary by the supervisor or Superintendent; or
3. The employee requests FMLA leave for the employee's serious health condition; a serious health condition of the employee's spouse, parent, or child; or for military caregiver leave.

In each case, medical certification shall be made by a health-care provider as defined by the FMLA. [See DECA(LEGAL)]

State Personal Leave

The Board requires employees to differentiate the manner in which state personal leave is used.

Nondiscretionary Use

Nondiscretionary use of leave shall be for the same reasons and in the same manner as state sick leave accumulated before May 30, 1995. [See DEC(LEGAL)]

Nondiscretionary use includes leave related to the birth or placement of a child and taken within the first year after the child's birth, adoption, or foster placement.

Discretionary Use

Discretionary use of leave is at the individual employee's discretion, subject to limitations set out below.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

*Request for
Leave*

In deciding whether to approve or deny a request for discretionary use of state personal leave, the supervisor shall not seek or consider the reasons for which an employee requests to use leave. The supervisor shall, however, consider the duration of the requested absence in conjunction with the effect of the employee's absence on the educational program and District operations, as well as the availability of substitutes.

~~Discretionary use of state personal leave shall not exceed five workdays per semester or ten workdays in a school year.~~

Comment: *The removal of the above would mean there is no duration limit on the number of days an employ can be out for discretionary leave. Any requests and their duration would be evaluated based on the request of leave provisions above.*

Local Leave

Each professional employee and paraprofessional/auxiliary employee shall earn five, six, or seven paid local leave days per school year in accordance with administrative regulations.

Local leave shall accumulate without limit.

Local leave shall be used according to the terms and conditions of state personal leave. [See State Personal Leave, above]

Flex Days

~~An eligible employee shall earn unpaid flex days in accordance with administrative regulations.~~

~~The District shall make flex days for the current year available for use at the beginning of the school year. Flex days shall not be interchangeable with state personal leave or local leave.~~

~~An employee may take flex days during the year that they are awarded or by December of the following school year.~~

~~Flex days that are not used by exempt staff within the timeframe outlined shall be forfeited.~~

~~Flex days for nonexempt staff shall be used by December of the following year. The District shall not compensate for flex days; however, accumulated flex days not used by nonexempt staff by December shall be paid.~~

Sick Leave Bank

The District shall establish a sick leave bank that employees may join through contribution of local leave.

Leave contributed to the bank shall be solely for the use of participating employees. An employee who is a member of the bank may request leave from the bank if the employee or a member of the employee's immediate family experiences a catastrophic illness or

injury and the employee has exhausted all paid leave and any applicable compensatory time.

The Superintendent shall develop regulations for the operation of the sick leave bank that address the following:0.

1. Membership in the sick leave bank, including the number of days an employee must contribute to become a member;
2. Procedures to request leave from the sick leave bank;
3. The maximum number of days per school year a member employee may receive from the sick leave bank;
4. The committee or administrator authorized to consider requests for leave from the sick leave bank and criteria for granting requests; and
5. Other procedures deemed necessary for the operation of the sick leave bank.

Appeal

An employee may appeal a decision regarding the sick leave bank in accordance with DGBA(LOCAL), beginning with the Superintendent or appropriate administrator.

Mental Health Leave

A District peace officer or a full-time District telecommunicator, as defined by law, who experiences a traumatic event in the scope of employment shall be granted a maximum of three days of mental health leave per traumatic event. Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding mental health leave that address the following:0.

1. **Circumstances or reasons under which an eligible employee may use mental health leave;**
2. **Procedures for requesting mental health leave and maintaining the anonymity of the requester;**
3. **The administrator authorized to approve requests for mental health leave; and**
4. **Other procedures deemed necessary for administering this provision.**

Quarantine Leave

A District peace officer shall be granted quarantine leave when ordered by the local health authority or the peace officer's supervisor to quarantine or isolate due to possible or known exposure to a communicable disease while on duty.

Such leave shall be provided in accordance with administrative regulations and shall not be deducted from the employee's pay or leave balance.

The Superintendent shall develop regulations regarding quarantine leave that address the following:

1. Continuation of all employment benefits and compensation for the duration of the leave;
2. Reimbursement for reasonable costs related to the quarantine; and
3. Other procedures deemed necessary for administering this provision.

Line of Duty Illness or Injury Leave of Absence

Following a leave of absence with full pay as required by law, the District shall not extend the leave of absence for a police officer's line of duty illness or injury. In accordance with law, the police officer may use accumulated leave.

Family and Medical Leave

FMLA leave shall run concurrently with applicable paid leave and compensatory time, as applicable.

Note: See DECA(LEGAL) for provisions addressing FMLA.

Twelve-Month Period

For purposes of an employee's entitlement to FMLA leave, the 12-month period shall be measured forward from the date an individual employee's first FMLA leave begins.

Combined Leave for Spouses

When both spouses are employed by the District, the District shall limit FMLA leave for the birth, adoption, or placement of a child, or to care for a parent with a serious health condition, to a combined total of 12 weeks. The District shall limit military caregiver leave to a combined total of 26 weeks.

Intermittent or Reduced Schedule Leave

The District shall not permit use of intermittent or reduced schedule FMLA leave for the care of a newborn child or for the adoption or placement of a child with the employee.

Certification of Leave

When an employee requests leave, the employee shall provide certification, in accordance with FMLA regulations, of the need for leave.

Fitness-for-Duty Certification

In accordance with administrative regulations, when an employee takes FMLA leave due to the employee's own serious health condition, the employee shall provide, before resuming work, a fitness-for-duty certification.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

Leave at the End of Semester	When a teacher takes leave near the end of the semester, the District may require the teacher to continue leave until the end of the semester.
Temporary Disability Leave	<p>Any full-time employee whose position requires educator certification by the State Board for Educator Certification or by the District shall be eligible for temporary disability leave. The maximum length of temporary disability leave shall be 180 calendar days. [See DBB(LOCAL) for temporary disability leave placement and DEC(LEGAL) for return to active duty.]</p> <p>An employee's notification of need for extended absence due to the employee's own medical condition shall be forwarded to the Superintendent as a request for temporary disability leave.</p> <p>The District shall require the employee to use temporary disability leave and paid leave, including any compensatory time, concurrently with FMLA leave.</p>
Workers' Compensation	<hr/> <p>Note: Workers' compensation is not a form of leave. The workers' compensation law does not require the continuation of the District's contribution to health insurance.</p> <hr/> <p>An absence due to a work-related injury or illness shall be designated as FMLA leave, temporary disability leave, and/or assault leave, as applicable.</p>
Paid Leave Offset	The District shall permit the option for paid leave offset in conjunction with workers' compensation income benefits. [See CRE]
Court Appearances	Absences due to compliance with a valid subpoena or for jury duty shall be fully compensated by the District and shall not be deducted from the employee's pay or leave balance.
Payment for Accumulated Leave Upon Retirement	<p>The following leave provisions shall apply to local leave accumulated beginning on the original effective date of this program.</p> <p>An employee who retires from the District shall be eligible for payment for accumulated local leave under the following conditions:</p> <ol style="list-style-type: none">1. The employee's retirement is voluntary, i.e., the employee is not being discharged or nonrenewed.2. The employee provides advance written notice of intent to retire. Contract employees must provide written notice at least 90 days before the last day of employment. Noncontract employees must provide written notice at least two weeks before the last day of employment.

COMPENSATION AND BENEFITS
LEAVES AND ABSENCES

DEC
(LOCAL)

3. The employee has at least ten years of service with the District.

The employee shall receive payment for each day of accumulated local leave, to a maximum of 30 days, at a rate equal to 50 percent of the individual employee's daily rate of pay. If the employee is reemployed with the District, days for which the employee received payment shall not be available to that employee.

The rate established by the Board shall be in effect until the Board adopts a new rate. Any changes to the rate shall apply beginning with the school year following the adoption of the rate change.

**Neutral Absence
Control**

Abuse of Leave

Abuse of leave policies, misrepresentation of the need to use leave, or falsification of a document from a health-care provider shall constitute grounds for appropriate disciplinary action, up to and including termination, in accordance with District policies.

Excessive
Absences

When an employee's absences become a concern or an employee establishes a pattern of absences, the employee's immediate supervisor shall discuss with the employee the reasons for the absences. Absences may be subject to verification. If the absences are deemed excessive or the supervisor determines that a pattern has developed, the employee may be subject to disciplinary action up to and including termination of employment. [See Medical Certification, above]

A nonexempt employee who is absent from work for three or more consecutive workdays without prior approval from or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and may be separated from service with the District in accordance with District policy.

An exempt employee who is absent from work for three or more consecutive workdays without prior approval from or providing appropriate notice to the employee's supervisor shall be deemed to have abandoned his or her job and the District may pursue termination in accordance with the DF series of policies.

The employee's eligibility for reasonable accommodations, as required by the Americans with Disabilities Act [see DAA(LEGAL)], shall be considered before termination.

COMPENSATION AND BENEFITS
VACATIONS AND HOLIDAYS

DED
(LOCAL)

Vacation Days

Eligible employees in positions normally requiring ~~260 days~~258 days of service annually shall receive paid vacation days in accordance with administrative regulations that address the following:

0)

1. Eligibility criteria;
2. Accrual rates and availability;
3. Request and approval processes;
4. Accumulation and carryover limits; and
5. Treatment of vacation days upon separation from service.

Holidays

Eligible employees in positions normally requiring ~~260 days~~258 days of service annually shall receive paid holidays in accordance with the employee's duty schedule and administrative regulations.

[See DEAB for overtime pay provisions.]

Comment: *Confirm that this policy is still in effect for these employees.*

PROPOSED REVISIONS

**Prior Approval
Required**

An employee shall be reimbursed for reasonable, allowable expenses incurred in carrying out District business only with the prior approval of the employee's supervisor and in accordance with administrative regulations.

**Documentation
Required**

For any allowable expense incurred, the employee shall submit a statement, with receipts to the extent feasible, documenting actual expenses.

Exception

Expenses for meals associated with authorized overnight travel not related to a state or federal grant shall be paid to employees on a per diem basis. No receipts shall be required for expenses paid on a per diem basis.

PROPOSED REVISIONS

Reasons

The recommendation to the Board and its decision not to renew a contract under this policy shall not be based on an employee's exercise of Constitutional rights or based unlawfully on an employee's race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for proposed nonrenewal of an employee's term contract shall be:0)

1. Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Inability to maintain discipline in any situation in which the employee is responsible for the oversight and supervision of students.
5. Insubordination or failure to comply with official directives.
6. Failure to comply with Board policies or administrative regulations.
7. Excessive absences.
8. Conducting personal business during school hours when it results in neglect of duties.
9. Reduction in force because of financial exigency. [See DFFA]
10. Reduction in force because of a program change. [See DFFB]
11. The employee is not retained at a campus in accordance with the provisions of a campus turnaround plan. [See AIC]
12. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
13. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
14. Failure to meet the District's standards of professional conduct.
15. Failure to report any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime

involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]

16. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
17. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.
18. Disability, not otherwise protected by law, that prevents the employee from performing the essential functions of the job.
19. Any activity, school-connected or otherwise, that, because of publicity given it, or knowledge of it among students, faculty, or the community, impairs or diminishes the employee's effectiveness in the District.
20. Any breach by the employee of an employment contract or any reason specified in the employee's employment contract.
21. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.
22. A significant lack of student progress attributable to the educator.
23. Behavior that presents a danger of physical harm to a student or to other individuals.
24. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
25. Use of profanity in the course of performing any duties of employment, whether on or off school premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
26. Falsification of records or other documents related to the District's activities.
27. Falsification or omission of required information on an employment application.
28. Misrepresentation of facts to a supervisor or other District official in the conduct of District business.

29. Failure to fulfill requirements for state licensure or certification, including passing certification or licensing examinations required by state or federal law or by the District, for the employee's assignment.
30. Failure to maintain licensing and certification requirements, including the completion of required continuing education hours, for the employee's assignment.
31. Failure to complete certification or permit renewal requirements, or failure to fulfill the requirements of a deficiency plan, under an Emergency Permit or a Temporary Classroom Assignment Permit.
32. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
33. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
34. Any reason constituting good cause for terminating the contract during its term.

Recommendations
from Administration

Administrative recommendations for renewal or proposed nonrenewal of term contracts shall be submitted to the Superintendent. A recommendation for proposed nonrenewal shall be supported by any relevant documentation. The final decision on the administrative recommendation to the Board on each employee's contract rests with the Superintendent.

Superintendent's
Recommendation

The Superintendent shall prepare lists of employees whose contracts are recommended for renewal or proposed nonrenewal by the Board. Supporting documentation, if any, and reasons for the recommendation shall be submitted for each employee recommended for proposed nonrenewal.

The Board shall consider such information, as appropriate, in support of recommendations for proposed nonrenewal and shall then act on all recommendations. **If the Board votes to propose nonrenewal for any employees, it shall also decide whether any requested hearing will be conducted by the Board or by an independent hearing examiner.**

Notice of Proposed
Nonrenewal

After the Board votes to propose nonrenewal, the Superintendent or designee shall deliver written notice of proposed nonrenewal in accordance with law.

If the notice of proposed nonrenewal does not contain a statement of the reason or all the reasons for the proposed action, and the employee requests a hearing, the District shall give the employee

notice of all reasons for the proposed nonrenewal at a reasonable time before the hearing. ~~The initial notice or any subsequent notice shall contain the hearing procedures.~~

Request for Hearing

~~If~~ **The Board has chosen to designate** the ~~employee desires~~ **a type of hearing after receiving for proposed nonrenewals on a case-by-case basis. In** the notice of proposed nonrenewal, the employee shall ~~notify~~ **receive notice of whether** the Board [see **Request for Board Hearing, below**] or an independent hearing examiner appointed by the commissioner of education [see **Request for Appointment of Hearing Examiner, below**] will conduct the hearing.

Request for Appointment of Hearing Examiner

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by an independent hearing examiner, the employee may request a hearing by filing a written request with the commissioner, and providing the Board a copy of the request, not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

Hearing Procedures

The hearing shall be conducted by an independent hearing examiner in writing accordance with the process described at DFD.

Board Decision

Following the hearing, the Board shall take appropriate action in accordance with DFD.

Request for Board Hearing

If the notice of proposed nonrenewal states that the nonrenewal hearing will be conducted by the Board, the employee may request a hearing by providing written notice to the Board not later than the 15th day after the date the employee received the notice of proposed nonrenewal.

When a timely request for a hearing on a proposed nonrenewal is received by the presiding officer, the Board shall notify the employee whether the hearing will be conducted by the Board [see **Hearing by the Board, below**] or an attorney designated by the Board [see **Hearing by an Attorney Designated by the Board, below**].

In either case, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The employee shall be given notice of the hearing date as soon as it is set.

Hearing by the Board

Unless the employee requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the employee, the Superintendent, their representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present

evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

Hearing Procedures

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the administration's presentation, supported by such proof as it desires to offer.
3. The employee may cross-examine any witnesses for the administration.
4. The employee may then present such testimonial or documentary proof, as desired, to offer in rebuttal or general support of the contention that the contract be renewed.
5. The administration may cross-examine any witnesses for the employee and offer rebuttal to the testimony of the employee's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only evidence presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the employee's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the employee by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

**Hearing by an
Attorney Designated
by the Board**

The hearing must be private unless the employee requests in writing that the hearing be public, except that the attorney may close the hearing to maintain decorum. If the employee does not request a public hearing, only the attorney designated by the Board, the employee, the Superintendent, their representatives, and witnesses shall will be permitted to be in attendance, and witnesses may be excluded from the hearing until called to present evidence. The employee and the administration may choose a representative. Notice, at least five days in advance of the hearing, shall be

given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the control of the attorney designated by the Board and shall generally follow the steps listed at Hearing by the Board.

Not later than the 15th day after the completion of the hearing, the attorney shall provide to the Board a record of the hearing and his or her recommendation on renewal.

Board Review

The Board shall consider the record of the hearing and the attorney's recommendation at the first Board meeting for which notice can be posted, unless the parties agree in writing to a different date. The Board shall notify the employee of the meeting date as soon as it is set. At the meeting, the Board shall allow each party an equal amount of time to present oral arguments. The Board shall notify the employee in writing of the Board's decision on renewal not later than the 15th day after the date of the meeting.

No Hearing

If the employee fails to request a hearing, the Board shall take the appropriate action and notify the employee in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

PROPOSED REVISIONS

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

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

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

Violations of Standards of Conduct

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:0)

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

Electronic Communication

Use with Students

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

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

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

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

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

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

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

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

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

Harassment or Abuse An employee shall not engage in prohibited harassment, including sexual harassment, of:0.

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

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

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

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

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

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

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

An employee shall not manufacture, distribute, dispense, possess, use, or be under the influence of any of the following substances during working hours while on District property or at school-related activities during or outside of usual working hours:0.

1. Any controlled substance or dangerous drug as defined by law, including but not limited to marijuana, any narcotic drug, hallucinogen, stimulant, depressant, amphetamine, or barbiturate.
2. Alcohol or any alcoholic beverage.

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3. Any abusable glue, aerosol paint, or any other chemical substance for inhalation.
4. Any other intoxicant or mood-changing, mind-altering, or behavior-altering drug.

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

Exceptions

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

- 0.

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

Sanctions

An employee who violates these drug-free workplace provisions shall be subject to disciplinary sanctions. Sanctions may include: 0.

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

Notice

Employees shall receive a copy of this policy.

Arrests, Indictments, Convictions, and Other Adjudications

An employee shall notify his or her principal or immediate supervisor within three calendar days of any arrest, indictment, conviction, no contest or guilty plea, or other adjudication of the employee for any felony, any offense involving moral turpitude, and any of the other offenses as indicated below:0.

1. Crimes involving school property or funds;
2. Crimes involving attempt by fraudulent or unauthorized means to obtain or alter any certificate or permit that would entitle any person to hold or obtain a position as an educator;
3. Crimes that occur wholly or in part on school property or at a school-sponsored activity; or

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4. Crimes involving moral turpitude, which include:
 - Dishonesty; fraud; deceit; theft; misrepresentation;
 - Deliberate violence;
 - Base, vile, or depraved acts that are intended to arouse or gratify the sexual desire of the actor;
 - Felony possession or conspiracy to possess, or any misdemeanor or felony transfer, sale, distribution, or conspiracy to transfer, sell, or distribute any controlled substance defined in Chapter 481 of the Health and Safety Code;
 - Felony driving while intoxicated (DWI); or
 - Acts constituting abuse or neglect under the Texas Family Code.

Dress and Grooming

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

PROPOSED REVISIONS

**Reasonable
Suspicion Searches**

The District reserves the right to conduct searches when the District has reasonable suspicion to believe that a search will uncover evidence of work-related misconduct. The District may search the employee, the employee's personal items, work areas, lockers, and private vehicles parked on District premises or worksites or used in District business. Searches that reveal a violation of the District's standards of conduct may result in disciplinary action. [See DH]

**Reasonable
Suspicion Alcohol
and Drug Testing**

The District may remove an employee from duty and require testing if there is reasonable suspicion that the employee is under the influence of alcohol or drugs used in violation of District policy. The determination of reasonable suspicion may be based on specific observations of the appearance, behavior, speech, or body odors of the employee whose motor ability, emotional equilibrium, or mental acuity seems to be impaired while on duty or other relevant information. Any employee who is asked to submit to drug or alcohol testing shall be given the opportunity to provide relevant information about prescription or nonprescription medications that may affect the screening.

A District employee who refuses to comply with a directive to submit to testing based upon reasonable suspicion shall be subject to disciplinary action, up to and including termination.

A District employee confirmed to have violated the District's policy pertaining to alcohol or drugs may be subject to disciplinary action. [See DF series and DH]

Note: The following provisions apply to employees who are covered by the federal Department of Transportation (DOT) rules.

**Federally Required
DOT Testing
Program**

In accordance with DOT rules, the District shall establish an alcohol and controlled substances testing program to help prevent accidents and injuries resulting from the misuse of alcohol and controlled substances by the drivers of commercial motor vehicles, including school buses. The primary purpose of the testing program is to prevent impaired employees from performing safety-sensitive functions.

The Superintendent shall designate a District official who shall be responsible for ensuring that information is disseminated to employees covered under this testing program regarding prohibited driver conduct, alcohol and controlled substances tests, and the consequences that follow positive test results.

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Drug-Related
Violations

The following constitute drug-related violations under the DOT rules:0)

1. Refusing to submit to a required test for alcohol or controlled substances.
2. Providing an adulterated, diluted, or a substituted specimen on an alcohol or controlled substances test.
3. Testing positive for alcohol, at a concentration of 0.04 or above, in a post-accident test.
4. Testing positive for controlled substances in a post-accident test.
5. Testing positive for alcohol, at a concentration of 0.04 or above, in a random test.
6. Testing positive for controlled substances in a random test.
7. Testing positive for alcohol, at a concentration of 0.04 or above, in a reasonable suspicion test.
8. Testing positive for controlled substances in a reasonable suspicion test.

An employee who operates a commercial motor vehicle, including a bus, and commits a drug-related DOT violation as defined above shall not be eligible for reinstatement as a driver.

Alcohol Results
Between 0.02 and
0.04

In accordance with DOT rules, a driver tested under this policy and found to have an alcohol concentration of 0.02 or greater, but less than 0.04, shall be suspended from driving duties for at least 24 hours.

[In the event of a subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, see the disciplinary consequences at District-Imposed Consequences, below.]

Reasonable
Suspicion DOT
Testing

Only supervisors specifically trained in accordance with federal regulations may, based upon reasonable suspicion, remove a driver from a safety-sensitive position and require testing for alcohol and/or controlled substances. The determination of reasonable suspicion shall be based on specific observations of the appearance, behavior, speech, or body odors of the driver whose motor ability, emotional equilibrium, or mental acuity seems to be impaired. Such observations must take place just preceding, during, or just after the period of the workday that the driver is on duty.

The observations may include indication of the chronic and withdrawal effects of controlled substances. Within 24 hours of the observed behavior, the supervisor shall provide a signed, written

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record documenting the observations leading to a controlled substance reasonable suspicion test.

**District-Imposed
Consequences**

In addition to the consequences established by federal law, a District employee confirmed to have violated the District's policy pertaining to alcohol or controlled substances, including a second or subsequent positive test result for alcohol of 0.02 or greater but less than 0.04, shall be subject to District-imposed discipline, as determined by his or her supervisor and the Superintendent. Such discipline may include any appropriate action from suspension without pay during the period of removal from safety-sensitive functions, up to and including termination of employment. [See DF series]

In cases where a driver is also employed in a nondriving capacity by the District, disciplinary action imposed for violation of alcohol and controlled substances policies shall apply to the employee's functions and duties that involve driving. Additionally, upon recommendation of the employee's supervisor, disciplinary measures up to and including termination of employment with the District may be considered.

Note: The following provisions address the District's drug- and alcohol-testing program.

**District Drug- and
Alcohol-Testing
Program**

Under its own authority, the District shall conduct drug and alcohol testing for all facility, maintenance, and grounds employees.

PROPOSED REVISIONS

The Superintendent shall recommend the District's professional development plan for all District employees. The Board shall annually review the professional development clearinghouse published by the State Board for Educator Certification (SBEC) and annually approve the District's professional development plan. The District's professional development plan must:0)

1. Be guided by the SBEC clearinghouse training recommendations;
2. Note any differences in the District's plan from the clearinghouse recommendations; and
3. Include a schedule of the required professional development for all District employees.

Food Service Training and Certification

~~The District shall offer a monetary incentive for food service employees who take courses taught in the District that lead to seven different levels of state certification in food service. The amount of the incentive shall be established by the Board during the budget development process.~~

PROPOSED REVISIONS

T-TESS	<p>The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with law and administrative regulations.</p> <p>The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher’s supervisor.</p>
Appraisal System T-TESS	<p>The District shall appraise teachers using the Texas Teacher Evaluation and Support System (T-TESS) in accordance with state law and administrative regulations.</p> <p>The Board shall approve a list of certified appraisers who can appraise a teacher in place of the teacher’s supervisor.</p>
Annual Appraisal <i>Exception</i>	<p>District teachers shall be appraised annually.</p> <p>Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.</p>
Less-Than-Annual <i>Eligibility</i>	<p>In addition to meeting the eligibility requirements in state rules and in the District’s innovation plan, to be eligible for less-than-annual evaluations under the T-TESS, a teacher must agree in writing and shall:0)</p> <ol style="list-style-type: none">1. Be employed on an educator term contract;1.2. Be rated at least “proficient” in all domains and criteria on the most recent appraisal;-3. Not be new to the campus;4. Not be assigned to a campus that is rated academically “un-acceptable” and/or “needs improvement” D or below; and5. Not be new to the grade level;6. Not be new to the content area; and7. Have been employed by the District for at least three consecutive years.
<i>Frequency</i>	<p>Eligible teachers shall be appraised every two years.</p> <p>During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.</p>

	<p>A teacher's supervisor shall have the authority to return a teacher to the traditional appraisal cycle as a result of performance deficiencies documented in accordance with state rule.</p>
<p><i>Annual Review Process</i></p>	<p>In the years in which a T-TESS appraisal is not scheduled for an eligible teacher, the teacher shall participate in an annual review process that includes the elements listed in state rule.</p> <p>The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file.</p> <hr/> <p>Note: See DNA(REGULATION) for additional information.</p> <hr/>
<p>Appraisal System</p>	<p>The formal appraisal of District teachers shall be in accordance with the Texas Teacher Evaluation and Support System (T-TESS) developed by the Texas Education Agency (TEA). The District shall implement the T-TESS in accordance with state guidelines at all campuses.</p>
<p>General Requirements</p>	<p>Components of the appraisal process shall comply with the required rubric established by TEA and may include, but are not limited to, a written self-assessment, goal-setting and professional development, formal and informal classroom observations, walk-throughs, and conferences. The appraisal process shall generate a summative score report to be presented to the teacher, signed by the teacher and appraiser, and maintained in the personnel file. Classroom observations and walk-throughs shall be conducted more frequently as necessary to ensure that teachers receive appropriate guidance.</p> <p>The District shall establish an appraisal calendar each year.</p>
<p>Walk-Throughs</p>	<p>Walk-throughs may be announced or unannounced. After each walk-through, a teacher shall receive feedback through a written document or a mini-conference from the appraiser.</p>
<p>Pre-Conference</p>	<p>A pre-conference meeting shall be held prior to each formal appraisal. During the pre-conference meeting, the date and time of the formal observation shall be scheduled. Pre-conference meetings cannot be waived.</p>
<p>Formal Observation</p>	<p>All District teachers shall receive one formal observation. The appraiser shall observe a minimum of 45 minutes, ensuring the duration of a full lesson cycle (beginning, middle, and end). After each formal observation, the teacher shall have three days to submit a self-reflection to his or her appraiser.</p>

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Post-Conference	A post-conference meeting shall be held within ten business days following the formal observation. Post-conference meetings cannot be waived.
Summative Conference	A summative annual conference shall be held with each teacher. The summative annual conference cannot be waived.
Alternate Appraisers	The list of qualified appraisers who may appraise a teacher in place of the teacher's supervisor shall be approved by the Board.
Second Appraisal	Upon a teacher's request for a second appraiser, the Superintendent or designee shall select the second appraiser from a pre-established roster of trained appraisers. The formal observation for a second appraisal shall be within a two-week window.
Scores	The Board shall ensure that the Superintendent or designee establishes procedures regarding how domain scores from first and second T-TESS appraisals will be used.
Annual Appraisal	District teachers shall be appraised annually.
Exception	Teachers who are eligible for less frequent evaluations in accordance with law [see DNA(LEGAL)] and the local criteria established in this policy shall be appraised in accordance with the provisions below.
Less Than Annual Eligibility	In addition to meeting the eligibility requirements in state rules, to be eligible for less than annual evaluations under the T-TESS, a teacher shall: <ol style="list-style-type: none">0.2.— Be employed on an educator term contract;3.— Be evaluated by the T-TESS;4.— Be rated at least "proficient" in all domains and criteria;5.— Not be new to the campus;6.— Not be assigned to a campus that is rated academically "unacceptable" and/or "needs improvement;"7.— Be employed by the District at least three consecutive years; and8.— Agree in writing.
Exception	If a teacher is on a leave of absence during his or her rotation cycle and is not appraised for that school year, he or she shall automatically be evaluated the year the teacher returns.

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EVALUATION OF TEACHERS

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Frequency	Eligible teachers shall be appraised on a rotating basis as determined by a District process described in administrative regulations. During any school year when a complete appraisal is not scheduled for an eligible teacher, either the teacher or the principal may require that an appraisal be conducted by providing written notice to the other party.
Annual Review Process	In the years that a T-TESS appraisal is not scheduled for an eligible teacher, the District shall conduct an annual review in accordance with a process detailed in guidelines developed by the administration in collaboration with the District and campus level decision-making committees. The annual review process shall produce a written document to be presented to the teacher, signed by the teacher and supervisor, and maintained in the personnel file. The regular T-TESS procedures and requirements shall not apply to the annual review process.
Grievances	Complaints regarding teacher appraisal shall be addressed in accordance with DGBA(LOCAL).

PROPOSED REVISIONS

Principals

The District shall appraise principals using the Texas Principal Evaluation and Support System (T-PESS) in accordance with law and administrative regulations.

Each principal shall be evaluated ~~annually~~ by the Superintendent or designee. A component of the principal's performance evaluation shall be setting goals, which shall be jointly developed by the principal and his or her supervisor. One required component of the goals shall be the monitoring of the design and delivery of the curriculum as follows:

- Frequent classroom walk-throughs;
- Formal and informal classroom observations;
- Application of the teacher appraisal system; and
- Reflective dialogue.

Other Campus Administrators

The appraisal system used for campus administrators other than principals shall be determined by each administrator's position and job responsibilities and shall consist of either a local appraisal system developed in accordance with law and administrative regulations or a modified version of the T-PESS.

Frequency

District principals and other campus administrators shall be appraised annually.

Exception

Written evaluations and other evaluative information need not be considered prior to a decision to terminate a probationary contract at the end of the contract term.

Grievances

~~Complaints regarding employee appraisal shall be addressed in accordance with DGBA(LOCAL).~~

DELETE POLICY

Comment: Recommend placement of this information in administrative regulations instead of board policy.

Purpose

The Board recognizes the need for and value of a systematic, on-going program of curriculum development, review, and evaluation. The design and implementation of the curriculum will be consistent with the Board's adopted mission and applicable goals, state laws, and State Board of Education rules. This curriculum component will be an integral part of the District's long-range planning process. The Board deems it essential that the school system continually develop and modify its curriculum to provide a common direction of action for all instruction in the District and to meet changing needs. While instructional differentiation is expected to occur to address the unique needs of specific students, instruction shall be derived from a set of curriculum learnings common to all students. There will be equitable access to the curriculum for all students. The purpose of education is primarily imparting knowledge, skills, processes, and attitudes necessary for the student to successfully function in society, to lead a productive and effective life, to be a life-long learner, and to be a good citizen for Texas and beyond. The District recognizes the importance of ensuring that all children have access to a quality education that enables them to achieve their full potential. In order to ensure quality control of the curriculum and to be responsive to the school, community, and state requirements, the Board sets forth this policy to be followed by the Superintendent and professional staff. A curriculum management plan shall be designed and implemented to carry out this policy.

Definition

Incorporating state curriculum rules, curriculum development, implementation, and evaluation shall include the following components: the written curriculum as presented in curriculum guides, the taught curriculum as presented to students by teachers, and the assessed/tested curriculum as determined by student performance.

Resources

The Board shall allocate resources to develop, implement, and evaluate a curriculum to achieve the objectives of this policy.

In formulating curriculum, the Superintendent shall make appropriate use of a wide range of resources, including professional staff; lay members of the community; experience of other systems; programs of schools, colleges, and universities; and information prepared by the schools of education, research institutions, educational foundations, and state and federal governments.

Written Curriculum

~~The District expects that learning will be enhanced by adherence to a curriculum that promotes continuity and cumulative acquisition of skills and knowledge from grade to grade and from school to school. The curriculum should reflect research-based best practices, the desires of the residents and taxpayers of the District, state laws, and the State Board rules. The curriculum shall be designed to provide teachers and students with the District's expectations of what students must learn. Teachers are expected to follow the curriculum of the District.~~

~~The Superintendent or designee shall cause a relevant and challenging curriculum to be developed that prompts achievement of the graduate profile, which shall guide teachers and the professional staff in all curriculum areas of the District.~~

~~The Board shall adopt academic standards that outline the objectives that students are expected to master.~~

~~Teachers shall have copies of curriculum guides and use the objectives in the guides to develop daily lesson plans. Administrators shall work with the teachers to maintain consistency between the written curriculum and the curriculum objectives actually taught. Curriculum guides shall be developed for all grade levels, courses, and/or subjects in the District. The guides shall contain, at a minimum, the following aligned components:~~

- ~~1.— District graduate profile and course purpose;~~
- ~~2.— Academic standards including knowledge, skills/objectives, and expectations based on but not limited to state curriculum frameworks, state testing programs, and national standards;~~
- ~~3.— Instructional strategies and research-based practices;~~
- ~~4.— Assessments; and~~
- ~~5.— Instructional resources.~~

Taught Curriculum

~~The District has several expectations of the teaching process. Teachers have a right to expect that their teaching efforts are part of a broad plan of quality education. There must be assurance that teachers and their colleagues are working toward a common goal. All faculty members have a responsibility to teach to the curriculum objectives. Teachers are required to use the curriculum guide as their primary source of instructional direction. The principal shall ensure that optimum use is made of available written curriculum materials and instructional time.~~

~~In addition to consistent delivery of the objectives in the curriculum, instructional delivery shall be based on sound teaching principles~~

~~grounded in research. Instructional supervision efforts shall focus on these sound teaching principles.~~

~~Staff development on research-based approaches to teaching shall be provided for teachers so that they may be as effective as possible.~~

~~A systematic process shall be in place for planning and providing instruction appropriate for each student and for engaging the student until objectives are attained. This systematic process shall include:~~

- ~~1. Establishing a school climate that is conducive to learning;~~
- ~~2. Implementing research-based best practices/strategies to teach the curriculum;~~
- ~~3. Matching teaching strategies to the instructional needs of students;~~
- ~~4. Expecting that all students will perform at high levels of learning;~~
- ~~5. Ensuring that all students experience opportunities for success;~~
- ~~6. Setting expectations based on achievement of successful schools with comparable demographics;~~
- ~~7. Having staff members, students, and parents take responsibility for learning;~~
- ~~8. Analyzing the content of objectives so that instructional strategies match content and assessment;~~
- ~~9. Assessing student learning;~~
- ~~10. Varying the time for learning according to the needs of students and the complexity of the task;~~
- ~~11. Teaching objectives, adequate practice time, and multiple opportunities for learning and success;~~
- ~~12. For those who attain mastery, progressing to the next objective or offering extension or enrichment; and~~
- ~~13. For those who do not attain mastery, providing correctives and/or using different strategies, until mastery is attained.~~

~~District staff development shall be developed and implemented to prepare staff to teach the designated curriculum.~~

Assessed / Tested Curriculum

~~A systematic process shall be in place for assessing/testing student performance. This process shall provide for the acquisition, analysis, and communication of student performance data to:~~

- ~~1. Measure student progress,~~
- ~~2. Guide teachers' instruction at appropriate levels,~~
- ~~3. Guide student learning,~~
- ~~4. Guide District/campus improvement of curriculum alignment and programmatic decisions,~~
- ~~5. Communicate progress to parents to support learning, and~~
- ~~6. Determine staff development needs in content, instructional strategies, and assessment.~~

~~The "tested" curriculum shall include the following components:~~

- ~~1. Required state-level assessments;~~
- ~~2. District-developed assessments for grade levels and courses;~~
- ~~3. Nationally normed achievement tests as appropriate; and~~
- ~~4. A program evaluation component that guides curriculum redesign and instructional planning.~~

Curriculum Revision

~~The Superintendent or designee shall ensure that curriculum frameworks/guides are revised in a timely manner and that all curriculum is reviewed at least every five years. Student achievement data shall be used to determine areas where revision is needed.~~

Responsibilities

Board

~~The Board shall establish policies that provide:~~

- ~~1. Ongoing curriculum development and evaluation that reflect research-based best practices;~~
- ~~2. The expectation for alignment of the written, taught, and tested curriculum;~~
- ~~3. Staff development to improve the instructional programs and assess increased student achievement; and~~
- ~~4. Direction that classroom instruction be tied to the beliefs, mission, and goals of the District.~~

~~The Board is responsible for adopting a budget that supports the development, implementation, and training needed to effectively deliver the curriculum.~~

~~Superintendent and
District-Level
Administration~~

~~The Superintendent shall implement curriculum policies that are founded on a solid research base and reflect best practices. The Superintendent and appropriate District-level staff shall set curriculum guidelines and priorities and organize/facilitate curriculum committees to develop and review the curriculum. Staff members shall provide local training and resources needed to implement the curriculum. Staff members shall provide support to principals in their role of implementing and monitoring the curriculum on their campuses. The curriculum administrator shall ensure that a master long-range plan is in place for District curriculum development/visions.~~

~~Principal~~

~~The building principal is the key to monitoring and implementing the curriculum. The principal shall translate the importance of effective curriculum and instructional practices on a regular basis.~~

~~Principals shall manage the implementation of the aligned curriculum. Strategies for managing curriculum implementation include:0.~~

- ~~1.— Understanding the District's curriculum philosophy and how it is reflected in the curriculum;~~
- ~~2.— Supporting the need for research-based practice in the classroom and model those practices as an administrator;~~
- ~~3.— Analyzing student assessment data;~~
- ~~4.— Observing teachers;~~
- ~~5.— Interviewing and conferencing with individual teachers and/or teams;~~
- ~~6.— Meeting with campus/District instructional facilitators;~~
- ~~7.— Providing campus-based training opportunities;~~
- ~~8.— Providing opportunities for teachers to discuss and share ideas and strategies; and~~
- ~~9.— Communicating with parents so they can support learning of the curriculum.~~

~~Teachers~~

~~Teachers shall teach the aligned written curriculum as directed. They shall be responsible for assessing student mastery and their own teaching using a variety of tools, including any required District/state assessments.~~

~~Teachers shall:0.~~

- ~~1.— Apply research-based practice in their teaching;~~
- ~~2.— Involve students in the learning process;~~

- ~~3. Diagnose students' learning strengths and needs;~~
- ~~4. Communicate learning strengths and needs to students, parents, and others;~~
- ~~5. Modify their instruction based on student performance;~~
- ~~6. Encourage parents to support learning of the curriculum; and~~
- ~~7. Participate in the training needed to effectively carry out these functions.~~

Students

~~Students are responsible for:~~

- ~~1. Learning and understanding their learning strengths and needs;~~
- ~~2. Meeting learning targets based on the required curriculum; and~~
- ~~3. Monitoring their own behavior and its impact on their own learning and the learning of others. Students should hold high expectations for the quality of the instruction presented to them.~~

Budget

~~The administration shall ensure that the District's budget becomes a document that reflects funding decisions based on the organization's educational goals and priorities—a program-driven budget. The budget development process shall ensure that goals and priorities are considered in the preparation of the budget proposals and that any decisions related to the reduction or increase in funding levels will be addressed in those terms.~~

PROPOSED REVISIONS

Certificate of Coursework Completion

The District shall **not** issue a certificate of coursework completion to a student who ~~has successfully completed~~ **fails to meet all** state and local ~~credit~~ requirements for graduation ~~but has failed to meet all applicable state testing requirements~~. [See EIF, FMH]

Partial Credit

When a student earns a passing grade in only half of a course and the combined grade for both halves is lower than 70, the District shall award the student credit for the half with the passing grade.

PROPOSED REVISIONS

Relation to Essential Knowledge and Skills

The District shall establish instructional objectives that relate to the essential knowledge and skills for grade-level subjects or courses. These objectives shall address the skills needed for successful performance in the next grade or next course in a sequence of courses.

Assignments, tests, projects, classroom activities, and other instructional activities shall be designed so that each student's performance indicates the level of mastery of the designated District objectives.

Guidelines for Grading

The Superintendent or designee shall ensure that each campus or instructional level develops guidelines for teachers to follow in determining grades for students. These guidelines shall ensure that grading reflects a student's relative mastery of an assignment and that a sufficient number of grades are taken to support the grade average assigned. Guidelines for grading shall be clearly communicated to students and parents.

~~Students are to be informed of all numerical scores recorded by the teacher. Papers for which numerical scores have been recorded must be returned to the student for review.~~

The District shall permit a student who meets the criteria detailed in the grading guidelines a reasonable opportunity to redo an assignment or retake a test for which the student received a failing grade.

Progress Reporting

The District shall issue grade reports/report cards every nine weeks on a form approved by the Superintendent or designee. Performance shall be measured in accordance with this policy and the standards established in EIE.

Report Cards

~~The District shall issue report cards providing notice to a parent or legal guardian of a student's performance in each class or subject in accordance with the dates specified in the District's instructional school calendar. Performance shall be measured in accordance with this policy and the standards established in EIE.~~

Interim Reports

Interim progress reports shall be issued for all students after the third and sixth week of each grading period. Supplemental progress reports may be issued at the teacher's discretion.

Progress Reporting

~~Interim/progress reports shall be issued every three weeks on a form approved by the Superintendent or designee. Supplemental progress reports may be issued at the teacher's discretion.~~

Conferences

~~Teachers shall have a conference with parents at least twice each school year.~~ **In addition to conferences scheduled on the campus calendar,** conferences may be requested by a teacher or parent as needed.

**Academic
Dishonesty**

A student found to have engaged in academic dishonesty shall be subject to grade penalties on assignments or tests and disciplinary penalties in accordance with the Student Code of Conduct. Academic dishonesty includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination. The determination that a student has engaged in academic dishonesty shall be based on the judgment of the classroom teacher or another supervising professional employee, taking into consideration written materials, observation, or information from students.

PROPOSED REVISIONS

**Consistent
Application for
Graduating Class**

The District shall apply the same class rank calculation method and rules for local graduation honors for all students in a graduating class, regardless of the school year in which a student first earned high school credit.

Calculation

The District shall include in the calculation of class rank semester grades earned in high school credit courses taken at any grade level, unless excluded below.

The class rank calculation shall not include semester grades from a course that is retaken after a passing grade has been earned, and the new grade shall not be recorded on the transcript.

The calculation shall include failing grades.

~~For purposes of class ranking, both scores are used for a student who repeats a course acceptable for credit by the District.~~

Exclusions

The calculation of class rank shall exclude grades earned in any local credit course.

**Weighted Grade
System**

The District shall categorize and weight eligible courses as Advanced Placement (AP), Dual Credit and Pre-AP in accordance with provisions of this policy and as designated in appropriate District publications.

Categories

**Weighted
Numerical Grade
Average**

The District shall assign weights to semester grades earned in eligible courses and calculate a weighted numerical grade average, in accordance with the following:

For Advanced Placement (AP) ~~and Dual Credit~~:

Final Average	Weight
75-79 percent	plus 5
80 percent or higher	plus 10

For AP Exam Score:

AP Exam Score	Weight
3, 4, or 5 on College Board Exam	plus 5

For Pre-AP:

Final Average	Weight
80 percent or higher	plus 5

For Dual Credit:

Qualifying Score	Weight
Passing grade after conversion	plus 10

Comment: The district will need to publicize the conversion table for the dual credit passing grade.

Advanced Placement, Dual Credit, Pre-AP, Advanced Academics Independent Study

When determining a grade point average (GPA), the District shall award bonus points for each semester in courses as outlined in the chart below:

For Advanced Placement (AP) and Dual Credit

5 Points GPA Bonus	OR	10 Points GPA Bonus	AND	5 Points GPA Bonus
75-79% final average		80% or higher final average		Qualifying score of 3, 4, or 5 on College Board Exam

For Advanced Academics Independent Study Course [aligned to mathematics, science, English, or social studies Texas Essential Knowledge and Skills (TEKS)]

For Pre-AP

5 Points GPA Bonus
80% or higher final average

5 Points GPA Bonus
Qualifying score of 3, 4, or 5 on final project

The District shall record unweighted numerical grades on student transcripts.

Appeal

The denial of a request for additional points may be appealed in accordance with the student and parent complaint policy at FNG(LOCAL).

Comment: The Appeal provision has been moved, unchanged, from the end of the policy to here.

Transfer Students

Students who transfer into the District shall also receive the same outlined bonus points if, upon verification by the school administration, the transfer courses are found to be equivalent to those taught in the District. ~~[See EIA(LOCAL)]~~

Local Graduation Honors

For the purpose of determining honors to be conferred during graduation activities, the District shall calculate class rank in accordance with this policy and administrative regulations by using grades available at the time of calculation at the end of the fall semester of the senior year ~~fifth-six-week-grading-period of the senior year.~~

Note: ~~The points shall be added to the student's aggregate grade point total only.~~ Seniors shall not be eligible for a five-point GPA bonus based on exam scores because AP test results are not released until after final GPA is calculated and students have graduated.

For the purpose of applications to institutions of higher education, the District shall also calculate class rank as required by state law. The District's eligibility criteria for local graduation honors shall apply only for local recognitions and shall not restrict class rank for the purpose of automatic admission under state law. ~~[See EIC(LEGAL)]~~

Valedictorian and Salutatorian

The valedictorian and salutatorian shall be the eligible students with the highest and second-highest rank, respectively. To be eligible for this local graduation honor, a student must: 0)

1. Have been continuously enrolled in the District high school for the four semesters immediately preceding graduation; **and**
2. **Have completed the foundation program with the distinguished level of achievement.**

Comment: If early graduates (3-year graduates) are not eligible for val/sal honors, then that will need to be specified in this policy.

~~To be eligible for valedictorian or salutatorian honors, a student must have been continuously enrolled in the District high school for~~

~~the four semesters preceding graduation and must have completed all state requirements under the Recommended Program or the Advanced/Distinguished Achievement Program.~~

~~Conduct~~

~~To qualify to give the valedictorian or salutatorian speech, a student shall not have engaged in any serious misconduct in violation of the Student Code of Conduct, including any behavior resulting in removal to a disciplinary alternative education program (DAEP), a three-day suspension, or expulsion. To qualify to participate in the school commencement exercise, all graduates shall wear the school designated cap and gown.~~

Breaking Ties

In case of a tie **in weighted numerical grade averages after calculation to the fourth decimal place, the District shall apply the following methods, in this order, to determine recognition as valedictorian or salutatorian: 0.**

- 1. Count the number of AP courses taken by each student involved in the tie.**
- 2. Calculate a weighted numerical grade average using only eligible grades in AP and dual credit courses taken by each student involved in the tie.**

If the tie is not broken after applying these methods, the District shall recognize all students involved in the tie as sharing the honor and title.

~~Honor Graduates /~~
Local Top Ten
Percent **Honors**

All eligible students whose ~~GPA~~ **weighted numerical grade average** comprise the top ten percent of the graduating class, ~~as determined by the District's procedures, shall qualify for automatic admission under Education Code 51.083 and~~ shall be recognized as honor graduates.

~~Honor graduates shall be so noted in the commencement ceremonies published program.~~ The four consecutive semester enrollment requirements necessary for ~~honor graduate~~ **valedictorian and salutatorian honors** ~~status~~ shall not apply to students in the top ten percent.

A student must be enrolled in a secondary school prior to the end of the first day of the seventh week of school of the first semester in which minimum graduation requirements are completed. The student must complete a minimum of six credits in the District prior to graduation. These procedures shall apply to local recognition only and not for college admission purposes.

	<p>Students must be enrolled in regular, accelerated, enriched, honors, dual credit, or AP classes and must graduate under the Recommended Program or the Advanced/Distinguished Achievement Program.</p>
Categories of Recognized Graduates	<p>The District shall recognize graduates in the following categories:</p> <ol style="list-style-type: none">1.—Top ten percent of graduating seniors.2.—Students who have completed the Advanced/Distinguished Achievement Program, regardless of GPA.
Early Graduation	<p>A student's class ranking shall be determined within the graduating class of the school year in which the student completes all requirements for a diploma, regardless of the number of years the student is enrolled in high school. For ranking purposes, a school year begins on the first day of school and ends on the last day of summer school.</p> <p>To be eligible to graduate in three years, a student shall complete all coursework and applicable state assessments required of the ninth grade class in which he or she began high school.</p> <p>A student who wishes to graduate early shall complete a written application in the counselor's office. Written parental approval shall be submitted with the application. The student shall receive counseling regarding requirements and schedules.</p> <p>Three-year graduates shall be eligible for all honors positions.</p>
Class Rank	<p>Class rank for senior students shall be calculated by averaging semester grades earned in grades 9–12 and any high school courses taken before grade 9 for which a student earned state graduation credit. Class rank shall be calculated at the end of the fifth six-week grading period for the purpose of determining honors at graduation ceremonies.</p> <p>Grades earned in local credit courses shall be excluded from the calculation of class rank.</p> <p>Except for grades earned for local credit, all grades on a student's transcript, including failing grades, repeated available courses, and summer school, shall be included in determining a student's GPA and rank in class.</p>
Breaking a Tie Among Honor Graduates	<p>In case of a tie, the valedictorian or salutatorian shall be chosen according to the following criteria:</p> <ol style="list-style-type: none">1.—The student with the most AP and/or dual credit courses shall be considered first.

~~2. If a tie still remains, the student with the highest numerical grade average of all AP and dual credit courses taken shall be the valedictorian or salutatorian.~~

**Graduation for
Students with DAEP
Placement**

~~For a student who is eligible to graduate and is assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order and approved by the school's principal.~~

Comment: This is addressed in the district's code of conduct.

**Highest-Ranking
Graduate**

The student meeting the local eligibility criteria for recognition as the valedictorian shall also be considered the highest-ranking graduate for purposes of receiving the honor graduate certificate from the state of Texas.

PROPOSED REVISIONS

Course Requirements	To graduate, a student must complete the courses required by the District in addition to those mandated by the state.
Foundation Program	The courses that satisfy District requirements under the foundation program, including courses for the distinguished level of achievement and courses for endorsements offered by the District, shall be listed in appropriate District publications.
Without an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program without an endorsement. Graduation under the foundation program without an endorsement shall be permitted only as authorized under state law and rules.
With an Endorsement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with an endorsement.
Distinguished Level of Achievement	The District requires no additional credits beyond the number mandated by the state to graduate under the foundation program with the distinguished level of achievement.
No Fine Arts Substitutions	The District shall not award state graduation credit in fine arts for participation in a community-based fine arts program.
Physical Education Substitutions	To the extent permitted by state rules, the District shall award state graduation credit in physical education for participation in approved activities and elective courses.
Activities and Courses	
No -Private or Commercial Programs	The District shall not award state graduation credit in physical education for appropriate private or commercially sponsored physical activity programs conducted either on or off campus, upon approval by the commissioner or education . [See also EHAC]
Financial Aid Application Confirmation	As confirmation of a student's completion and submission of a free application for federal student aid (FAFSA) or a Texas application for state financial aid (TASFA), the District shall accept the following:0) <ol style="list-style-type: none">1. A screenshot that includes the processed date field in ApplyTexas Counselor Suite FAFSA data;2. Notification, such as a copy of an email, from the United States Department of Education verifying completion of the FAFSA;3. A copy or screenshot of the FAFSA acknowledgment page;

4. A screenshot of the TASFA submission acknowledgment page (from those institutions that offer an electronic form);
5. An acknowledgment receipt from an institution of higher education (IHE); or
6. A copy of a financial aid award letter from an IHE.

[For students who choose not to complete and submit a FAFSA or a TASFA, see EIF(LEGAL).]

The District shall maintain individual student documentation of the financial aid application requirement as an education record. [See FL]

PROPOSED REVISIONS

Note: The following provisions address equal educational opportunity for all students in accordance with law. For provisions addressing discrimination, harassment, and retaliation involving District students, see FFH.

Title IX Coordinator The District designates and authorizes the Title IX coordinator for students to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended. [See FB(EXHIBIT)]

ADA / Section 504 Coordinator The District designates and authorizes the ADA/Section 504 coordinator for students to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973 ("Section 504"), as amended. [See FB(EXHIBIT)]

Superintendent The Superintendent shall serve as coordinator for purposes of District compliance with all other nondiscrimination laws.

Equal Educational Opportunity
General Education The District shall provide necessary services and supports to provide students equal access to educational opportunities. [See EHBC] Certain instructional or other accommodations, including on state-mandated assessments, may be made when necessary, when allowable, and when these accommodations do not modify the rigor or content expectations of a subject, course, or assessment. [See EKB]

Additional Services and Supports If the District has reason to believe that a student has a disability that may require additional services and supports in order for the student to receive an appropriate education as this term is defined by law, Section 504 and/or the Individuals with Disabilities Education Act (IDEA) shall govern the evaluation, services, and supports provided by the District. [See also EHBA series]

[For information regarding dyslexia and related disorders, see EHB.]

Note: The following provisions address the District's compliance efforts and system of procedural safeguards as required by federal regulations for a student with a disability as defined by Section 504. A report of discrimination or harassment based on a student's disability shall be made in accordance with FFH.

Section 504

Committees

The District shall form Section 504 committees as necessary. The Section 504 coordinator and members of each Section 504 committee shall receive training in the procedures and requirements for identifying and providing educational and related services and supports to a student who has a disability that results in a substantial limitation of a major life activity.

Each Section 504 committee shall be composed of a group of persons knowledgeable about the student, the meaning of the evaluation data, placement options, and the legal requirements regarding least restrictive environment and comparable facilities for students with disabilities.

Referrals

If a teacher, school counselor, administrator, ~~parent~~, or other District employee has reason to believe that a student may have a disability as defined by Section 504, the District shall evaluate the student. **A student may also be referred for evaluation by the student's parent.**

Notice and Consent

The District shall seek written parental consent prior to conducting a formal evaluation. Ordinary observations in the classroom or other school setting shall not require prior parental consent.

Evaluation and Placement

The results of an evaluation shall be considered before any action is taken to place a student with a disability or make a significant change in placement in an instructional program. The Superintendent shall ensure that the District's procedures for tests and other evaluation materials comply with the minimum requirements of law. In interpreting evaluation data and when making decisions related to necessary services and supports, each Section 504 committee shall carefully consider and document information from a variety of sources in accordance with law.

Review and Reevaluation Procedure

To address the periodic reevaluation requirement of law, the District shall adhere to the reevaluation timelines in the IDEA regulations.

A parent, teacher, or other District employee may request a review of a student's services and supports at any time, but a formal reevaluation shall generally occur no more frequently than once a year.

Examining Records

A parent shall make any request to review his or her child's education records to the campus principal or other identified custodian of records. [See FL]

Right to Impartial Hearing

A parent shall be given written notice of the due process right to an impartial hearing if the parent has a concern or complaint about the District's actions regarding the identification, evaluation, or educational placement of a student with a disability. The impartial hearing

shall be conducted by a person who is knowledgeable about Section 504 issues and who is not employed by the District or related to a member of the Board in a degree that would be prohibited under the nepotism statute [see DBE]. The impartial hearing officer is not required to be an attorney. The District and the parent shall be entitled to legal representation at the impartial hearing.

Records Retention

Records specific to identification, evaluation, and placement as these pertain to Section 504 shall be retained by the District in accordance with law and the District's local records control schedules. [See CPC]

PROPOSED REVISIONS

Persons Age 21 and Over

The District shall ~~not~~ admit **persons who are at least age 21 and under age 26 for the purpose of completing the requirements for a high school diploma** ~~into its public schools any person age 21 or over unless otherwise required by law.~~

Comment: The proposed revision above is in response to information received during the policy review from the district's administration.

The text recommended for removal could be addressed in administrative regulations. The remaining provisions are the only ones required in local policy.

Registration Forms

The student's parent, legal guardian, or other person having lawful control shall annually complete registration forms. A student who has reached age 18 shall be permitted to complete these forms.

Proof of Residency

In accordance with administrative regulations, the parent, guardian, or other person having lawful control of the student under order of a court shall present proof of residency. The District may investigate stated residency as necessary.

Minor Living Apart

Person Standing in Parental Relation

A minor student residing in the District but whose parent, guardian, or other person having lawful control under a court order does not reside in the District shall present a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code assigning responsibility for the student in all school-related matters to an adult resident of the District.

Misconduct

A minor student living apart who has engaged in misconduct that results in any of the consequences found in Education Code 25.001(d) shall not be permitted to attend a District school.

Exceptions

Based on an individual student's circumstance, the Superintendent shall have authority to grant exceptions to the requirement for a power of attorney or authorization agreement and to the exclusion for misconduct.

Extracurricular Activities

The Superintendent shall determine whether a minor student living apart is present in the District for the primary purpose of participating in extracurricular activities.

Nonresident Student in Grandparent's After-School Care

The parent and grandparent of a nonresident student requesting admission under Education Code 25.001(b)(9) shall provide to the Superintendent the required information on the grandparent's residency and complete a form provided by the District describing the extent of after-school care to be provided by the grandparent.

The Superintendent shall have authority to approve or deny such admissions requests in accordance with criteria approved by the Board.

“Accredited” Defined

For the purposes of this policy, “accredited” shall be defined as accreditation by TEA, an equivalent agency from another state, or an accrediting association recognized by the commissioner of education.

Grade-Level Placement

Accredited Schools

The parent, guardian, or other person having lawful control of a student enrolling in a District school from an accredited public, private, or parochial school shall provide evidence of the prior schooling outside the District. The student shall be placed initially at the grade level reached elsewhere, pending observation by the classroom teacher, guidance personnel, and the principal. On the basis of these observations and results of tests that may be administered by appropriate District personnel, the principal shall determine the final grade placement.

Nonaccredited Schools

A student enrolling in a District school from a nonaccredited public, private, or parochial school, including a homeschool, shall be placed initially at the discretion of the principal, pending observation by classroom teachers, guidance personnel, and the principal. Criteria for placement may include: 0)

1. Scores on achievement tests, which may be administered by appropriate District personnel.
2. Recommendation of the sending school.
3. Prior academic record.
4. Chronological age and social and emotional development of the student.
5. Other criteria deemed appropriate by the principal.

Transfer of Credit

Accredited Texas Public Schools

Credit toward state graduation requirements earned in an accredited public school district in Texas shall be transferable and recognized by the District.

Other Accredited or Nonaccredited Schools

Before recognizing credit in a course earned in an accredited non-public school, an accredited school outside of Texas, or a nonaccredited school, appropriate personnel shall evaluate a student’s records and transcript. The District may require the student to demonstrate mastery of the content or use alternative methods to verify course content for the award of credit.

Transition Assistance

In accordance with law, when a student who is identified as homeless or in substitute care enrolls in the District, the District shall assess the student’s available records and other relevant information

to ensure credit, including proportionate credit, is awarded appropriately for all subjects and courses taken prior to enrollment.

[See EI]

Withdrawal

A parent or guardian wishing to withdraw a minor student shall present a signed statement that includes the reason for the withdrawal. A student who is 18 or older may submit a withdrawal statement without a parent's or guardian's signature.

[For District withdrawal of students no longer in attendance, see FEA(LOCAL).]

PROPOSED REVISIONS

Authority

The Superintendent is authorized to accept or reject any transfer requests, provided that such action is without regard to race, religion, color, sex, disability, national origin, or ancestral language.

Except as provided in this policy, a ~~resident~~ student who previously resided in the District and attended District schools during the current school year ~~who becomes a nonresident during the course of a semester~~ shall be permitted to continue in attendance for the remainder of the current semester even if they are no longer residing in the District.

Comment: The district requested that the terms "resident" and "nonresident" be removed from the provision. The proposed revision is intended to capture what happens when a student whose district residency status changes during the school year.

~~A graduating senior who becomes a nonresident and who attended the District high school in the preceding year shall be allowed to complete the senior year without payment of tuition.~~

Transfer Requests

A nonresident student wishing to transfer into the District shall file an application for transfer each school year with the Superintendent or designee. Transfers shall be granted for one regular school year at a time.

Factors

In approving transfers, the Superintendent or designee shall consider availability of space and instructional staff and the student's disciplinary history and attendance records.

Transfer Agreements

A transfer student shall be notified in the written transfer agreement that he or she must follow all rules and regulations of the District. Violation of the terms of the agreement may result in a transfer request not being approved the following year.

Tuition

If the District charges tuition, the amount shall be set by the Board, within statutory limits.

Waivers

The Board may waive tuition for a student based on financial hardship upon written application by the student, parent, or guardian. [See FP]

Nonpayment

The District may initiate withdrawal of students whose tuition payments are delinquent.

Appeals

Any appeals shall be made in accordance with FNG(LOCAL) and GF(LOCAL), as appropriate.

PROPOSED REVISIONS

	<p>A student shall be assigned to a school in the attendance area in which he or she resides.</p>
<p>Class Changes</p>	<p>The campus principal shall be authorized to investigate and approve the transfer of a student from one classroom to another on that campus.</p>
<p>Transfers Between Schools</p>	<p>The Superintendent shall be authorized to investigate and approve transfers between schools.</p>
<p>Assignments and Transfers Between Classes and Campuses</p>	<p>The Board delegates authority to the Superintendent or designee to assign and transfer a student from one school or classroom to another school or classroom within the District. The Superintendent may transfer students to balance enrollment at one or more campuses.</p> <p>The Superintendent or designee may transfer a student whose presence on a campus is determined by the Superintendent or designee to be hazardous to the student and/or others on the campus.</p>
<p>Application</p>	<p>An application for a transfer between schools within the District shall be submitted to the associate superintendent for approval. Only an application meeting the criteria for transfer eligibility shall be considered. An application or petition for a transfer shall be approved unless there is a reasonable basis for denying it.</p> <p>If an application is denied, the parent or legal guardian may submit an appeal in writing to the Superintendent.</p> <p>A student enrolled in a school within a particular attendance zone may continue in that school when the residence of the parent or legal guardian changes, but remains within the boundaries of the District.</p>
<p>Petitions and Objections</p>	<p>A student's parent or guardian may object to the student's school assignment. Upon receiving written notification of a transfer denial from the associate superintendent, the parent may request a hearing with the Superintendent to review the denial. The hearing shall be held within ten school days of the request.</p> <p>If the denial is upheld, the parent may appeal to the Board by filing a written petition in accordance with FNG(LOCAL).</p>
<p>Eligibility</p>	<p>Eligibility for a transfer shall be as follows:0)</p> <ol style="list-style-type: none">1. A student whose parent or legal guardian is in the process of building or buying a home in the District if the change of domicile occurs during the school year. The parent shall submit

~~documentation to the Superintendent establishing the purchase of a home.~~

- ~~2. A student in prekindergarten–grade 8 who is cared for by a relative or friend, or who is enrolled in a daycare in another school attendance area if the employment of both parents, or of a single parent, requires absence from the home before the child leaves for school in the morning and/or after the child returns home in the afternoon.~~
- ~~3. A student who has a parent who is employed and is enrolled as a full-time student. The transfer shall be granted for one year only.~~
- ~~4. The school for which the transfer is requested is closer to the student's residence as measured by the nearest traveled route, except when a student is ordered by a court to attend a certain school.~~

Note: For the transfer of a student who is the victim of bullying or who engaged in bullying, see FDB(LEGAL). For the transfer of a student who attends a persistently dangerous school, becomes a victim of a violent criminal offense, or becomes a victim of sexual assault, see FDE.

PROPOSED REVISIONS

Tuberculosis Screening ~~All students entering District schools for the first time in any grade shall provide evidence of having received a tuberculosis screening in accordance with regional and county health department guidelines.~~

Required Medical Clearance Prior to participating in a designated University Interscholastic League (UIL) program or other District extracurricular program identified by the Superintendent, a student shall undergo a physical examination annually and shall submit a statement from an authorized health-care provider indicating that the student has been examined and medically cleared to participate in the program.

~~**Additional Screening** The District may provide additional screening as District and community resources permit.~~

~~**Referrals** Parents of students identified through any screening programs as needing treatment or further examination shall be advised of the need and referred to appropriate health agencies.~~

Comment: The provisions recommended for removal can be addressed in administrative regulations.

Notice of Lice A school nurse or administrator who discovers or becomes aware that a child enrolled in a District elementary school has lice shall provide written or electronic notice to parents within the time frames prescribed in law.

DELETE POLICY

Comment: This information can be addressed in an administrative regulation.

~~Administrative regulations shall address student fundraising plans, approval of fundraising activities, and any required reporting on fundraisers by campus administrators.~~

~~With at least one employee managing each project, students representing their school or the District may participate in approved fundraising to benefit the District or a nonschool, charitable organization. Participation shall be voluntary and shall be approved only when the fundraising activity relates to the District's educational mission.~~

~~Fundraising shall not be permitted during class time. [See EC]~~

~~Fundraising through sales of foods and beverages that could be consumed during the school day shall meet the requirements for competitive foods unless the District allows an exception from the competitive food requirement, as permitted by state and federal law. [See CO and FFA]~~

~~The Board shall regularly be informed of approved fundraising projects and shall periodically review the effect of such activity on the student body, the instructional program, and the community.~~

PROPOSED REVISIONS

**Extracurricular
Activity Absences**

The District shall make no distinction between absences for UIL activities and absences for other extracurricular activities approved by the Board.

The District shall not limit an eligible student's absences related to participation in extracurricular activities.

~~A student shall be allowed in a school year ten extracurricular absences not related to post-district competition, five absences for post-district competition prior to state, and two absences for state competition.~~

Exception

~~A student shall be responsible for tracking his or her own absences according to the following process:~~

- ~~1. At eight school-related absences, the student shall inform the principal and his or her teachers of a plan to maintain grades in each class.~~
- ~~2. If a student does not follow the plan and the student's grades drop by one letter grade, the student may not be absent from school for more than ten days.~~
- ~~3. When any student has accumulated ten school-related absences, the student shall alert the principal to set an appointment to meet with a committee of teachers, parents, students, and administrators and present the student's case for waiving the ten-day rule.~~
- ~~4. The student shall provide proof that he or she has followed the procedure outlined above.~~
- ~~5. The administration shall provide teachers, at least twice each semester, a list of students who have excessive school-related absences so students are aware of their absence standing.~~

**Use of District
Facilities**

School-sponsored student groups may use District facilities with prior approval of the appropriate administrator. Other student groups may use District facilities in accordance with policy FNAB.

Official Symbols

~~The District's official symbols shall be as follows:~~

- ~~1. Colors shall be orange and white with a blue trim.~~
- ~~2. The mascot shall be the eagle.~~

~~These shall also be the official symbols of Canutillo Elementary School, Canutillo Middle School, and Canutillo High School. [See~~

~~FM(REGULATION) for colors and symbols for other District campuses]~~

~~Each campus may select colors for graduation.~~

DELETE POLICY

**Homecoming
Activities**

~~In order to foster a sense of tradition, the Board declares that the following activities shall be a part of homecoming week activities each year:0)~~

- ~~1. Monday — Hall decorating~~
- ~~2. Wednesday — Parade and bonfire~~
- ~~3. Friday — Football game~~
- ~~4. Saturday — Dance~~

**Acknowledgment of
Former Graduates**

~~Former graduates of Canutillo High School shall be recognized at the homecoming football game during half-time. The recognition activities shall be determined by the campus administration.~~

Fund-Raising

~~Fund-raising activities may take place on District property before, during, and after the homecoming bonfire. Fund-raising shall be specific and exclusive to District student organizations, and outside vendors shall not be permitted on District property. Approval and coordination of these activities shall be determined by the campus administration.~~

DELETE POLICY

~~Transportation for Student Travel~~

~~Students who participate in school-sponsored trips shall be required to use transportation provided by the District to and from the event. An exception may be made if the student's parent or guardian personally requests that the student be allowed to ride with the parent or presents a written request to the principal the day before the scheduled trip that the student be allowed to ride with an adult designated by the parent.~~

PROPOSED REVISIONS

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District student, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed by students.

For purposes of this policy, "distribution" means the circulation of more than ~~ten~~-30 copies of material from a source other than the District.

Materials distributed under the supervision of instructional personnel as a part of instruction or other authorized classroom activities shall not be considered nonschool literature and shall not be governed by this policy.

[For distribution of nonschool literature by nonstudents, see GKDA]

Limitations on Content

Nonschool literature shall not be distributed by students on District property if:

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.

STUDENT EXPRESSION
DISTRIBUTION OF NONSCHOOL LITERATURE

FNA
(LOCAL)

8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution by students on school campuses or other District premises under this policy shall be submitted to the ~~Superintendent, principal, or designee~~ for prior review in accordance with the following:0.

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the ~~Superintendent, principal, or designee~~ shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature by District students only in the following circumstances:0.

1. Distribution of materials by a student to other attendees during a meeting of a noncurriculum-related student group authorized to meet at school during noninstructional time in accordance with FNAB(LOCAL); or
2. Distribution of nonschool materials in circumstances for which exceptions to prior review are authorized at GKDA(LOCAL).

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed by students to students or others at the principal's campus.

The Superintendent ~~or designee~~ shall designate times, locations, and means for distribution of nonschool literature by students at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials, suspension of a noncurriculum-related student group's use of District facilities, and/or other disciplinary action in accordance with the Student Code of Conduct.

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).

PROPOSED REVISIONS

For purposes of the Equal Access Act, the District has established a limited open forum for secondary school students enrolled in the District. Each District secondary school campus shall offer an opportunity for noncurriculum-related student groups to meet on school premises during noninstructional time.

The District has not established a limited public forum for elementary school students to meet as noncurriculum-related student groups on school premises during noninstructional time. [See GKD for community access]

Sponsorship

Noncurriculum-related student groups shall not be sponsored by the District and shall in no way imply to students or to the public that they are school-sponsored. All letterheads, flyers, posters, or other communications that identify the group shall contain a disclaimer of such sponsorship.

District personnel shall not promote, lead, or participate in the meetings of noncurriculum-related student groups.

[For student activities sponsored by the District and having subject matter and purposes directly related to the school's curriculum, see FM]

Requests

To receive permission to meet on school premises during noninstructional time, interested students shall file a written request with the principal-~~or designee~~ on a form provided by the District.

The students making the request shall indicate that they have read and understand the policies and rules governing nonsponsored, noncurriculum-related student groups and that the group will abide by those rules.

Approval

The principal-~~or designee~~ shall approve or reject the request within seven school days, subject to the availability of suitable meeting space and without regard to the religious, political, philosophical, or other content of the speech likely to be associated with the group's meetings.

Approval to meet as a nonsponsored, noncurriculum-related group shall be granted for one school year at a time, subject to the provisions of this policy.

Meetings

The principal-~~or designee~~ shall designate noninstructional time for meetings of nonsponsored, noncurriculum-related student groups and shall assign each approved group an appropriate location and time.

STUDENT EXPRESSION
USE OF SCHOOL FACILITIES FOR NONSCHOOL PURPOSES

FNAB
(LOCAL)

- Employee Monitor** The principal shall assign a District employee to attend and monitor each student group meeting. Monitors shall be present at meetings and activities in a nonparticipatory capacity to maintain order and protect school property.
- No employee shall be required to monitor meetings at which the content of the speech would be objectionable to the employee.
- Announcements and Publicity** All nonsponsored, noncurriculum-related student groups shall be given access on the same basis for making announcements and publicizing their meetings and activities, in accordance with guidelines developed by the principal ~~or designee~~.
- [For distribution of nonschool materials, see FNAA]
- Violations** Failure of a student group to comply with applicable rules may result in loss of the right to meet on school premises.
- In addition, students who violate applicable rules are subject to disciplinary action in accordance with the Student Code of Conduct.
- Appeals** Decisions made by the administration in accordance with this policy may be appealed in accordance with FNG(LOCAL).

PROPOSED REVISIONS

Note: For searches of personal telecommunications devices or other personal electronic devices, see FNF.

Personal Use

Telecommunications
Devices

An authorized District employee may confiscate a personal telecommunications device, including a mobile telephone, used in violation of applicable campus rules.

A confiscated personal telecommunications device shall be released for a fee determined by the Board. In accordance with the student handbook, the student or the student's parent may retrieve the device after paying the fee.

~~If a~~ **The District shall not dispose of the** personal telecommunications device ~~is~~. **Devices that are** not retrieved, ~~the District shall dispose of the device after providing notice required by law~~ **shall be stored according to administrative regulations.**

Other Electronic
Devices

Guidelines regarding other personal electronic devices shall be addressed in the student handbook.

Instructional Use

A student shall obtain prior approval before using personal telecommunications or other personal electronic devices for on-campus instructional purposes. The student shall also acknowledge receipt and understanding of applicable regulations and shall sign the appropriate user agreements. [See CQ]

PROPOSED REVISIONS

Promotional Activities

District facilities shall not be used to advertise, promote, sell tickets, or collect funds for any nonschool-related purpose without prior approval of the Superintendent or designee.

[For information relating to nonschool use of facilities, see GKD.]

Advertising

For purposes of this policy, “advertising” shall mean a communication designed to attract attention or patronage by the public or school community and communicated through means under the control of the District in exchange for consideration to the District. “Advertising” does not include public recognition of donors or sponsors who have made contributions, financial or otherwise, to the District or school support organizations.

Advertising shall be accepted solely for the purpose of generating revenue for the District and not for the purpose of establishing a forum for communication. The District shall retain final editorial authority to accept or reject submitted advertisements in a manner consistent with the First Amendment. The District shall retain the authority to determine the size and location of any advertising. **Advertising shall be negotiated by the Superintendent and shall require Board approval.**

The District reserves the right to reject advertising that:

1. Is inconsistent with federal or state law, Board policy, District or campus regulations, or curriculum;
2. Is inappropriate in a school setting with a student audience;
3. Advertises products presenting a health hazard;
4. Creates a substantial likelihood of material disruption, including adding to the District’s obligations for security and facilities maintenance; or
5. Adds to the District’s administrative burden by exposing the District to complaints, controversy, or litigation.

The District shall not accept paid political advertising.

Acceptance of advertising shall not constitute District approval or endorsement of any product, service, organization, or issue referenced in the advertising, nor shall acceptance of advertising from a vendor determine whether the District will purchase goods or services from the vendor through the District’s formal procurement process.

[For information relating to school-sponsored publications, see FMA.]

~~Endorsements~~

~~Advertising that promotes products, brand names, or trademarks may be displayed on school property and at school events under agreements negotiated by the Superintendent or designee and approved by the Board.~~

**Sponsorships and
Donations**

If the District or any campus accepts financial or in-kind donations to support District-sponsored activities, the District reserves the right to acknowledge donors through whatever means the District deems appropriate. The District retains full editorial control over its acknowledgment or display of donations, even if donors are permitted to suggest text for the acknowledgment.

PROPOSED REVISED POLICY

The District has established a limited open forum for nonschool use of District facilities in accordance with this policy.

The District shall provide equal access to youth groups designated in federal law, including the Boy Scouts, as it provides to other nonschool users of District facilities. [See Patriotic Societies in GKD(LEGAL)]

Scope of Use

The District shall permit nonschool use of designated District facilities for educational, recreational, civic, or social activities when these activities do not conflict with school use or with this policy.

Approval shall not be granted for any purpose that would damage District property or to any group that has damaged District property.

Note: See the following policies for other information regarding facilities use:

- Use by employee professional organizations: DGA
- Use of facilities for school-sponsored and school-related activities: FM
- Use by noncurriculum-related student groups: FNAB
- Use by District-affiliated school-support organizations: GE

Nonprofit Fundraising

The District shall permit nonprofit organizations to conduct fundraising events on District property when these activities do not conflict with school use or with this policy.

For-Profit Use

The District shall permit individuals and for-profit organizations to use its facilities for financial gain when these activities do not conflict with school use or with this policy.

Scheduling

Requests for nonschool use of District facilities shall be considered on a first-come, first-served basis.

Academic and extracurricular activities sponsored by the District shall always have priority when any use is scheduled. [See FM] The Superintendent shall have authority to cancel a scheduled nonschool use if an unexpected conflict arises with a District activity.

Availability

Some ~~school~~ District facilities may not be available on Saturdays, Sundays, or holidays. Unless special arrangements are made, facilities shall not be used later than 10:00 p.m.

Priorities

~~Priorities for scheduling the use of school facilities shall be as follows:☐~~

- ~~1.—The requirements of the school program shall receive first consideration in the assignment of school facilities and equipment.~~
- ~~2.—Approved youth groups within the community shall be given consideration over adult groups. Participating students who live in the Canutillo attendance zone will be given priority over students who live outside of the attendance zone.~~
- ~~3.—School-related functions and organizations such as parent-teacher organizations and others shall be given priority over nonschool-related organizations and functions.~~
- ~~4.—Other groups, serving the best interest of students for the betterment of the community, may use facilities or equipment on a fee basis.~~

Approval of Use

The ~~associate superintendent~~**Superintendent** is authorized to approve any nonschool use of any District facility.

~~Board approval shall be required for nonschool use of any District facility for financial profit, partisan political reasons, religious purposes, or the self-interest of the requester.~~

Approval shall not be granted for any purpose that would damage ~~school~~**District** property or to groups that are known to have damaged other rented property or when violence or vandalism has been threatened against ~~school~~**District** property or personnel

Exception

No approval shall be required for nonschool-related recreational use of the District's unlocked, outdoor recreational facilities, such as the track, playgrounds, tennis courts, and the like, when the facilities are not in use by the District or for a scheduled nonschool purpose.

Contracts

~~The Superintendent or designee is the only District agent authorized to enter into rental contracts for use of District facilities.~~

~~All requests by individuals, groups, or business organizations desiring to use District facilities or equipment for financial profit shall be approved by the Board.~~

~~All contracts shall be reviewed by the associate superintendent and the executive director for business services before being forwarded to the Superintendent or designee for approval and signature. All negotiations required before final execution of the contract shall be carried out by the Superintendent's designee.~~

	The Board shall not be responsible for any debts incurred by individuals, groups, or business organizations using District facilities or equipment that are not directly under the control of the Board, except as expressly authorized by the Board or the administration. Vendors shall be so notified by the administration.
Emergency Use	In case of emergencies or disasters, the Superintendent may authorize the use of District facilities by civil defense, health, or emergency service authorities.
Facilities Not Available	The following District facilities shall only be available for nonschool use by other educational institutions:0. 1. High school stadium 2. High School auditorium
Proof of Liability Insurance / Use Agreement	Any organization or individual approved for a nonschool use of District facilities shall be required to submit proof of liability insurance and complete a written agreement indicating receipt and understanding of this policy and any applicable administrative regulations and acknowledging that the District is not liable for any personal injury or damages to personal property related to the nonschool use.
Fees for Use	Nonschool users shall be charged a fee for the use of designated District facilities. The Superintendent shall establish and publish a schedule of fees based on the cost of the physical operation of the facilities, as well as any applicable personnel costs for supervision, custodial services, food services, security, and technology services.
Exceptions	Fees shall not be charged when District facilities are used: • 1. For public meetings sponsored by state or local governmental agencies; 2. For elections, or precinct and county conventions; or 3. For activities where the participants are students; or 3.4. By District employee professional organizations [see DGA].
Required Conduct	Persons or groups using District facilities shall:0. 1. Conduct business in an orderly manner. 2. Abide by all laws and policies, including but not limited to those prohibiting the use, sale, or possession of alcoholic beverages, illegal drugs, and firearms and the use of tobacco products or e-cigarettes on school property. [See GKA]

3. Make no alteration, temporary or permanent, to school property without prior written consent from the Superintendent.
4. Provide proof of liability insurance.

All groups using District facilities shall be responsible for the cost of repairing any damages incurred during use and shall be required to indemnify the District for the cost of any such repairs.

PROPOSED REVISIONS

Distribution of Nonschool Literature Permitted

Written or printed materials, handbills, photographs, pictures, films, tapes, or other visual or auditory materials not sponsored by the District or by a District-affiliated school-support organization shall not be sold, circulated, distributed, or posted on any District premises by any District employee or by persons or groups not associated with the District, except in accordance with this policy.

The District shall not be responsible for, nor shall the District endorse, the contents of any nonschool literature distributed on any District premises.

[See CPAB regarding use of the District's internal mail system and FNAA regarding distribution of nonschool literature by students.]

Limitations on Content

Nonschool literature shall not be distributed on District property if:

0)

1. The materials are obscene, vulgar, or otherwise inappropriate for the age and maturity of the audience.
2. The materials endorse actions endangering the health or safety of students.
3. The materials promote illegal use of drugs, alcohol, or other controlled substances.
4. The distribution of such materials would violate the intellectual property rights, privacy rights, or other rights of another person.
5. The materials contain defamatory statements about public figures or others.
6. The materials advocate imminent lawless or disruptive action and are likely to incite or produce such action.
7. The materials are hate literature or similar publications that scurrilously attack ethnic, religious, or racial groups or contain content aimed at creating hostility and violence, and the materials would materially and substantially interfere with school activities or the rights of others.
8. There is reasonable cause to believe that distribution of the nonschool literature would result in material and substantial interference with school activities or the rights of others.

Prior Review

All nonschool literature intended for distribution on school campuses or other District premises under this policy shall be submitted to the Superintendent ~~or designee~~ for prior review in accordance with the following:0.

NONSCHOOL USE OF SCHOOL FACILITIES
DISTRIBUTION OF NONSCHOOL LITERATURE

GKDA
(LOCAL)

1. Materials shall include the name of the person or organization sponsoring the distribution.
2. Using the standards found in this policy at Limitations on Content, the Superintendent ~~or designee~~ shall approve or reject submitted materials within two school days of the time the materials were received.

Exceptions to Prior Review

Prior review shall not be required for distribution of nonschool literature in the following circumstances:

1. Distribution of materials by an attendee to other attendees at a school-sponsored meeting intended for adults and held after school hours;
2. Distribution of materials by an attendee to other attendees at a community group meeting held in accordance with GKD(LOCAL) or a noncurriculum-related student group meeting held in accordance with FNAB(LOCAL); or
3. Distribution for electioneering purposes during the time a school facility is being used as a polling place in accordance with state law [see BBBA].

All nonschool literature distributed under these exceptions shall be removed from District property immediately following the event at which the materials were distributed.

Even when prior review is not required, all other provisions of this policy shall apply.

Time, Place, and Manner Restrictions

Each campus principal shall designate times, locations, and means by which nonschool literature that is appropriate for distribution, as provided in this policy, may be made available or distributed to students or others at the principal's campus.

The Superintendent ~~or designee~~ shall designate times, locations, and means for distribution of nonschool literature at District facilities other than school campuses, in accordance with this policy.

Violations of Policy

Failure to comply with this policy regarding distribution of nonschool literature shall result in appropriate administrative action, including but not limited to confiscation of nonconforming materials and/or suspension of use of District facilities. Appropriate law enforcement officials may be called if a person refuses to comply with this policy or fails to leave the premises when asked. [See GKA]

Appeals

Decisions made by the administration in accordance with this policy may be appealed in accordance with the appropriate District complaint policy. [See DGBA or GF]

DELETE POLICY

Student Teachers

~~All student teachers must be interviewed personally by the principal. Placement of all student teachers shall be approved by the Superintendent or designee and the principal of the school to which the student teacher is to be assigned.~~

~~Student teachers who fail to abide by District policies, rules, and administrative regulations may be dismissed by the Superintendent at any time during the course of the teacher education program.~~

~~The person in charge of the teacher education program shall coordinate this program with institutions of higher learning and shall be responsible, in a joint effort with such institutions, for professional development programs for the student teachers. All contracts for such programs must be signed by the Superintendent.~~



CANUTILLO INDEPENDENT SCHOOL DISTRICT
 TASB Policy Review Meeting
 09/20/2023 8:30-5:30

Employee's Name	Signature	Campus / Department
Ana Aranda	<i>Ana Aranda</i>	SIDE CASSA
Christopher JUDGE	<i>Chris Judge</i>	CASSA
Candice Marrufo	<i>Candice Marrufo</i>	CASSA
Cristina Pulley	<i>Cristina Pulley</i>	ASSOC. Srv.
Debra Kerney	<i>Debra Kerney</i>	SPED
Elvia Moreno	<i>Elvia Moreno</i>	NWECHS
Frank Clark	<i>Frank Clark</i>	NDE
Guadalupe Montañez	<i>Guadalupe Montañez</i>	NDE
Gustavo Reveles	<i>Gustavo Reveles</i>	CIT
Jesica Arellano	<i>Jesica Arellano</i>	MC
Julieta Melendez	<i>Julieta Melendez</i>	RES
Jessica Melendez-Carrillo	<i>Jessica Melendez-Carrillo</i>	SSS
Monica Reyes	<i>Monica Reyes</i>	AHS/Adm
Nidia Avila	<i>Nidia Avila</i>	AHS/Adm
Oscar Rico	<i>Oscar Rico</i>	AHS/Adm
Dr. Pedro Galaviz	<i>Dr. Pedro Galaviz</i>	CIT
Martha Piekarski	<i>Martha Piekarski</i>	CIT
Bruno Vasquez	<i>Bruno Vasquez</i>	CIT
Jose Barraza	<i>Jose Barraza</i>	CIT
Martha Carrasco	<i>Martha Carrasco</i>	CIT
Maria G. Villareal	<i>Maria G. Villareal</i>	SSS Director



CANUTILLO INDEPENDENT SCHOOL DISTRICT
 TASB Policy Review Meeting
 09/21/2023 8:30-3:30

Employee's Name	Signature	Campus / Department
Ana Aranda	<i>Ana Aranda</i>	JDE CMSA
Christopher Judge	<i>Chris Judge</i>	
Candice Marrufo		
Cristina Pulley		
Debra Kerney	<i>Debra Kerney</i>	CC
Elvia Moreno	<i>Elvia Moreno</i>	NWEHS
Frank Clark	<i>Frank Clark</i>	DOE
Guadalupe Montañez	<i>Guadalupe Montañez</i>	
Gustavo Reveles		
Jesica Arellano		
Julieta Melendez		
Jessica Melendez-Carrillo	<i>Jessica Melendez-Carrillo</i>	RES SSS
Monica Reyes	<i>Monica Reyes</i>	AMS/admin.
Nidia Avila		
Oscar Rico		
Dr. Pedro Galaviz		
Martha Piekarski	<i>Martha Piekarski</i>	F&T
Bruno Vasquez		
Jose Barraza		
Martha Carrasco		
Maria G. Villarreal	<i>Maria G. Villarreal</i>	SSS