

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held March 22, 2022, beginning at 5:30 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 4
 - F. Trustee Ethical Guidelines 5
2. **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.
3. **BOARD HONORS**
 - A. Recognition of Deanna Davenport Elementary 5th Grade Student Aiden Alexander Rodriguez for Winning the District Level Spelling Bee and Being One of 20 Students to Advance to the El Paso Regional Spelling Bee
Presenter: L. Rodriguez
 - B. Recognition of Garcia Elementary 5th Grade Student Zara Estrada for Winning Grand Champion, the Top Spot, at the Canutillo ISD District Science Fair
Presenter: L. Rodriguez
 - C. Recognition of the School of Music and Canutillo High School Who Earned a First Division on February 5th and Qualified to Compete at the Texas State UIL Solo and Ensemble Competition at Austin, Texas in May 2022
Presenter: L. Rodriguez
 - D. Recognition of CISD Social Workers in Honor of Social Work Appreciation Month
Presenter: L. Rodriguez
 - E. Recognition of Our Communication Department for Being Awarded Gold at Texas School Public Relations Association Awards
Presenter: L. Rodriguez

4.	BOARD OF TRUSTEE BUSINESS	
	A. Discussion and Possible Action on Lone Star Governance (LSG) Student Outcome 2 Goal Progress	
	Presenter: Dr. D. Kerney	
	B. 2023 Budget Update	25
	Presenter: C. Pulley, M. Piekarski	
	C. Discussion Regarding the Culinary Pathway	38
	Presenter: L. Searls	
5.	CONSENT AGENDA-VOTING	
	A. <i>BUSINESS SERVICES</i>	
	1. Approval of the Monthly Financials	56
	Presenter: C. Pulley	
	2. Approval of the Monthly Warrant List	57
	Presenter: C. Pulley	
	3. Approval of the Monthly Donations	58
	Presenter: C. Pulley	
	4. Approval of the Budget Amendments	61
	Presenter: C. Pulley	
	5. Approval of Quote Submitted by Bomanite Artistic Concrete and Pools for the Work Required to Resurface CHS Band and Choir Room Floors in the Amount of \$54,410.00	63
	Presenter: B. Vasquez	
	6. Approval to Purchase Access Points for Canutillo High School in an Effort to Modernize Our Aging System to Support Student Learning in the Amount of \$171,974.16	74
	Presenter: Dr. O. Rico	
	7. Approval of Memorandum of Understanding Between Canutillo ISD and Education Service Center Region 19 to Participate in the Texas Student Data System (TSDS) Support Cooperative 2021-2022	80
	Presenter: Dr. O. Rico	
	8. Approval to Purchase Panorama Education SEL Curriculum from Panorama Education Inc., Utilizing Harris County Choice Partners Contract #21/031KN-44 in the amount of \$71,050.00	83
	Presenter: N. Morales	
	9. Approval to Enter into Interlocal Cooperative Agreement Between Canutillo ISD and Goodbuy Purchasing Cooperative, Program of Education Service Center, Region 2	100
	Presenter: E. Sida	
	10. Approval to Enter Into Interlocal Cooperative Agreement Between Canutillo ISD and Region 5, Southeast Texas Purchasing Cooperative	108
	Presenter: E. Sida	
	11. Approval to Enter into Interlocal Cooperative Agreement Between Canutillo ISD and National Cooperative Purchasing Alliance	111
	Presenter: E. Sida	
	B. <i>HUMAN RESOURCES</i>	

1. Administration's Recommendation for Renewal of Contracts for Administrators and Other Certified/Non-Certified Administrators or Professionals for the 2022-2023 School Year
Presenter: M. Carrasco
2. Approval of TASB Policy Update 118. **2nd Reading** 116
Presenter: M. Carrasco
- C. Discussion and Possible Action Regarding Superintendent of the Year Nomination
Presenter: L. Rodriguez
6. **EXECUTIVE SESSION**
To consult with attorney under 551.071, 551.072 and 551.074 of the Texas Government Code:
 - A. Discussion with Legal Counsel Regarding Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates; Pursuant to Texas Government Code Section 551.071
 - B. Discussion Regarding Options for Location of Administration Offices to Include Possible Purchase of Real Property and Sale of Real Property; Pursuant to Texas Government Code Section 551.072
 - C. Discussion Regarding Internal Audit Vacancy; Pursuant to Texas Government Code Section 551.074
7. **NEW BUSINESS (continued); OTHER**
 - A. Discuss and Take Appropriate Action Related to Intervention in Public Utility Commission of Texas (PUC) Proceeding PUC Docket No. 52195, SOAH Docket No. 473-21-2606, Application of El Paso Electric Company to Change Rates
 - B. Discussion and Possible Action Regarding Options for Location of Administration Offices and Possible Purchase of Real Property
8. **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 A Premier District



Vision

Canutillo ISD is the premier district.
We lead today to positively impact tomorrow.

Mission

Canutillo ISD supports and embraces diversity in a multi-cultural society. Our school community thrives in a safe, engaging, inclusive learning environment. We provide equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel.

#BeCanutillo
Tomorrow's⁴ Best Today

TRUSTEE ETHICAL GUIDELINES

CANUTILLO INDEPENDENT SCHOOL DISTRICT

1. Student-Centered Focus

- 1.1 I will be continuously guided by what is best for all students of the District.

TRUSTEE ETHICAL GUIDELINES

2. Equity in Attitude

- 2.1 I will be fair, just, and impartial in all my decisions and actions.
- 2.2 I will accord others the respect I wish for myself.
- 2.3 I will encourage expressions of different opinions and listen with an open mind to others' ideas.

3. Honor in Conduct

- 3.1 I will tell the truth.
- 3.2 I will share my views while working for consensus.
- 3.3 I will arrive at conclusions only after discussing all aspects of the issue at hand with my fellow Board members in meetings. I will respect the opinions of others and abide by the principle of majority-rule.
- 3.4 I will base my decisions on fact rather than supposition, opinion, or public favor.

4. Integrity of Character

- 4.1 I will refuse to surrender judgment to any individual or group at the expense of the District as a whole.
- 4.2 I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- 4.3 I will not disclose information that is confidential by law or that will needlessly harm the District if disclosed.

5. Trustworthiness in Stewardship

- 5.1** I will be accountable to the public by representing District policies, programs, priorities, and progress accurately.
- 5.2** I will strive to involve the community by ensuring that it is fully and accurately informed about our schools and will try to interpret community aspirations to the school staff.
- 5.3** I will work to ensure prudent and accountable use of District resources.
- 5.4** I will recognize that authority rests only with the whole Board assembled in meeting and will make no personal promise to take private action that may compromise my performance or my responsibilities.
- 5.5** I will refer all complaints through the proper ‘chain of command’ within the system and will act on such complaints at public meetings only when administrative solutions fail.

TRUSTEE ETHICAL GUIDELINES

6. Commitment to Service

- 6.1** I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- 6.2** I will diligently prepare for and attend Board meetings;
I will notify, in advance, either the Board President or the Superintendent when I am unable to attend a Board meeting.
- 6.3** I will avoid personal involvement in activities the Board has delegated to the Superintendent.
- 6.4** I will seek continuing education that will enhance my ability to fulfill my duties effectively.



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: Dr. Debra Y. Kerney, Executive Director of Curriculum & Instruction

DATE: March 22, 2022

RE: Lone Star Governance (LSG) Student Outcome Goal Progress

Pursuant to the Lone Star Governance (LSG) framework, Canutillo ISD administration is required to update the board on student outcome goals in College Career Readiness (CCR), mathematics, and reading. According to the adopted LSG calendar, Goal 1 (Reading) and Goal 2 (Math) are the focus for the month of March. K-3rd Grade Math and Reading student progress data will be presented for discussion at the March 22nd Regular Board Meeting. This information is being provided to ensure collective awareness toward student outcome goal progress measures (GPM's).

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

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

P: (915) 877-7440
F: (915) 877-7527
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 12 employment practices or in providing education services, activities, and programs, including career and technical education (vocational programs).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

LONE STAR GOVERNANCE



GOALS AND PROGRESS MONITORING INDICATORS

MARCH 2022



LSG

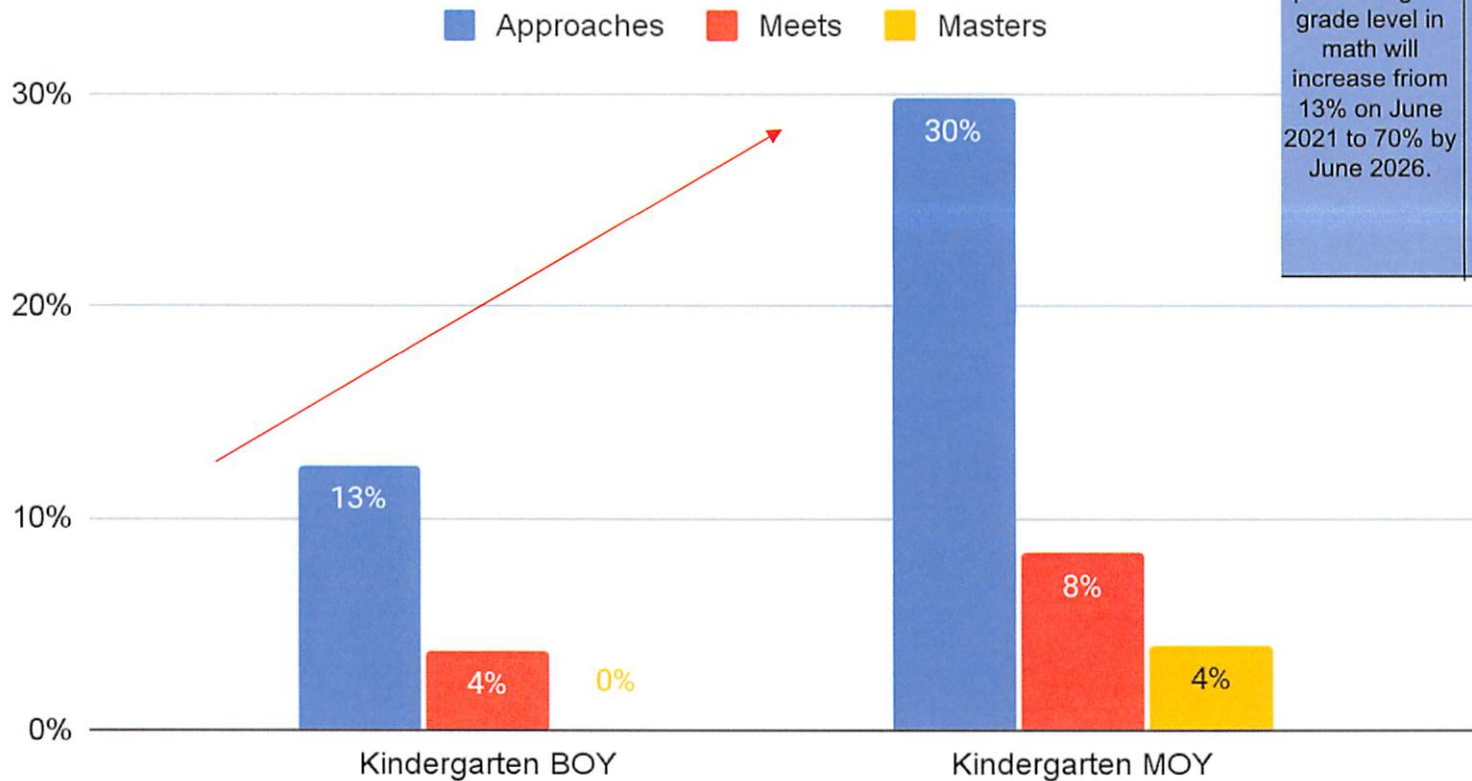
March 2022

Goal 1 – Early Childhood Literacy

Goal 2 - Early Childhood Mathematics Proficiency

Kinder Math

Kinder Math

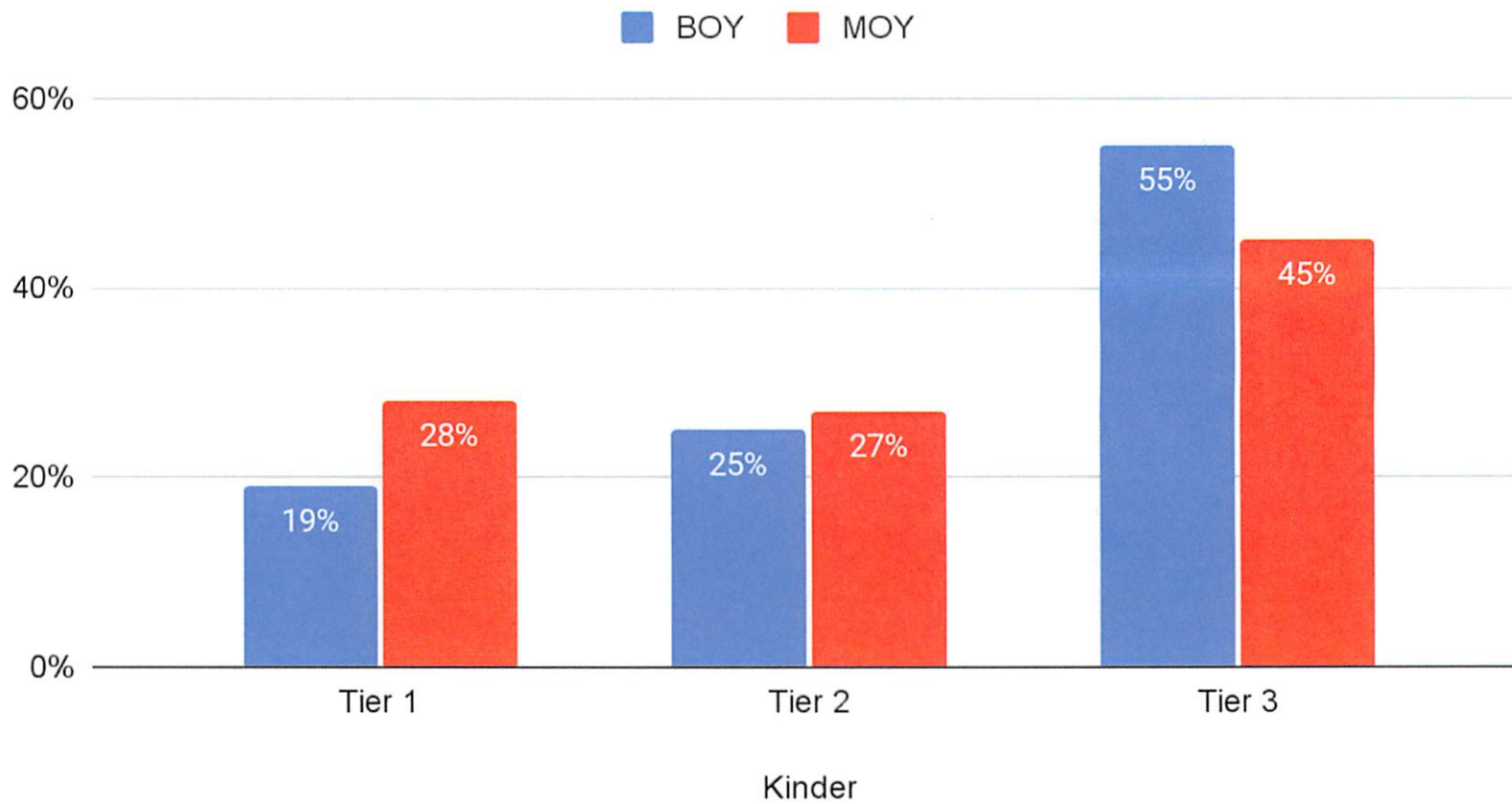


GPM 2.1	GPM 2.2	GPM 2.3
The percentage of kindergarten students performing on grade level in math will increase from 13% on June 2021 to 70% by June 2026.	The percentage of 1st grade students performing on grade level in math will increase from 24% on June 2021 to 70% by the June 2026.	The percentage of 2nd grade students performing on grade level in math will increase from 32% (2021) to 70% by the year 2026.



Kinder Literacy

Kinder- Istation

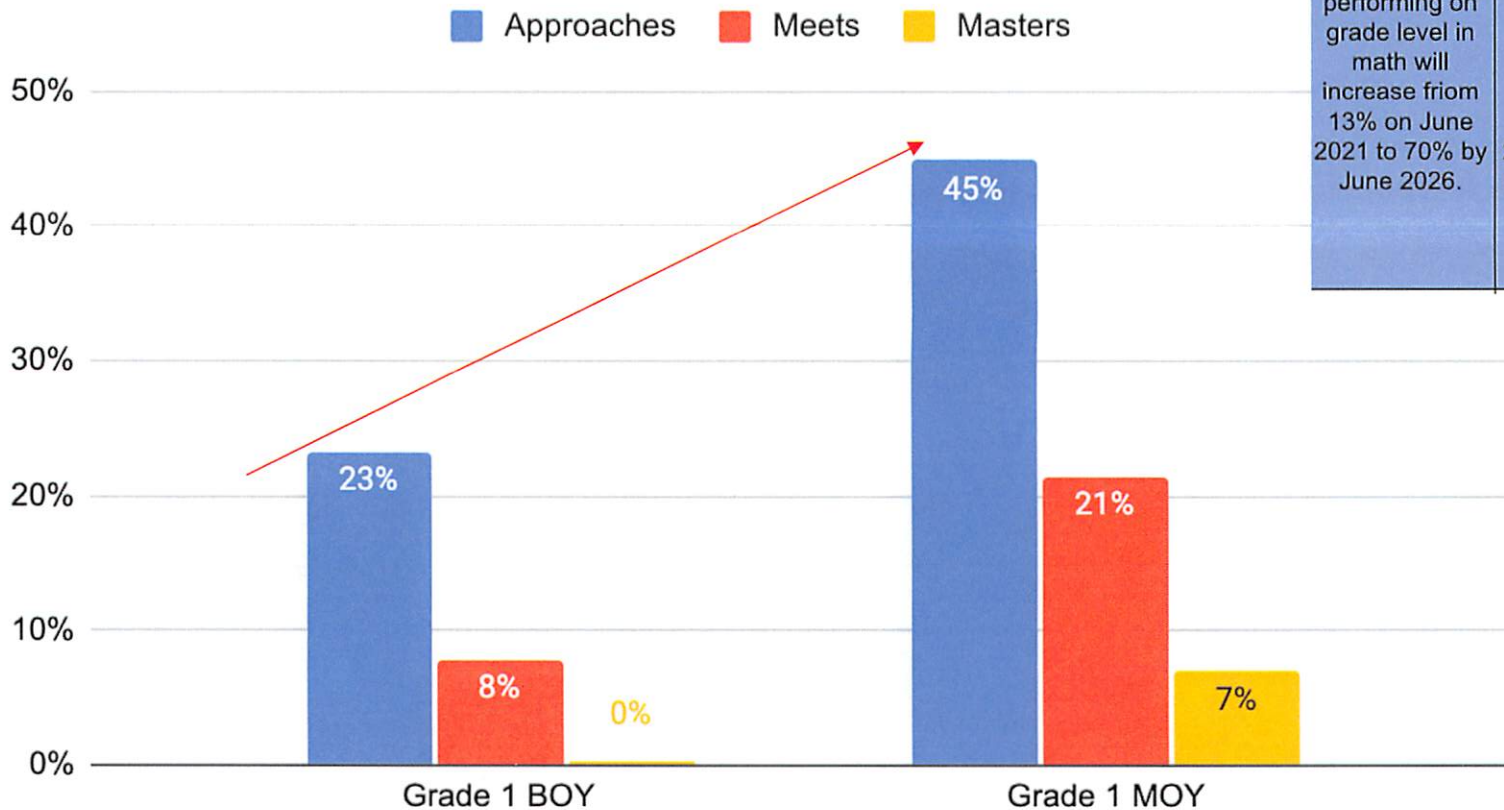


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Grade 1 Math

Grade 1 Math

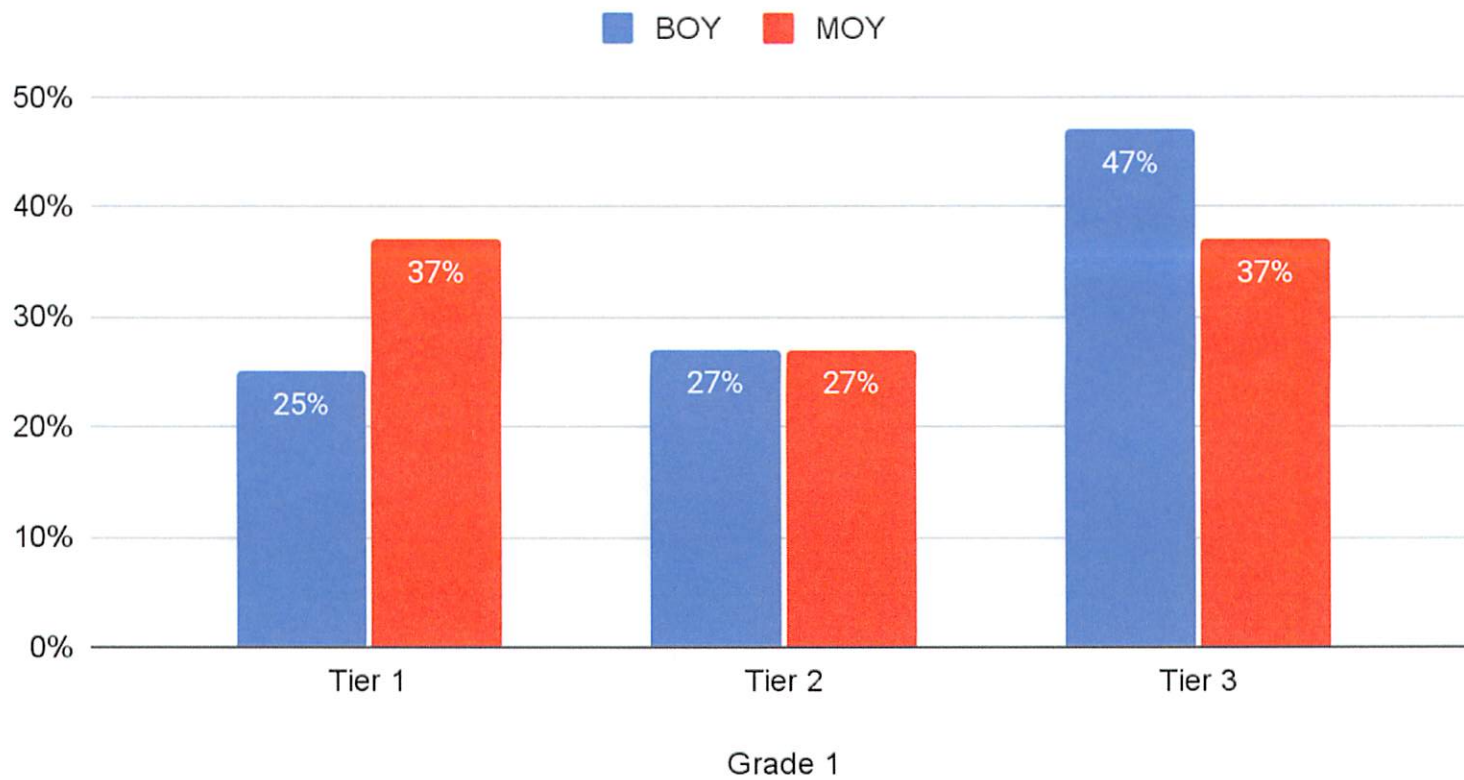


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Grade 1 Literacy

Grade 1- Istation



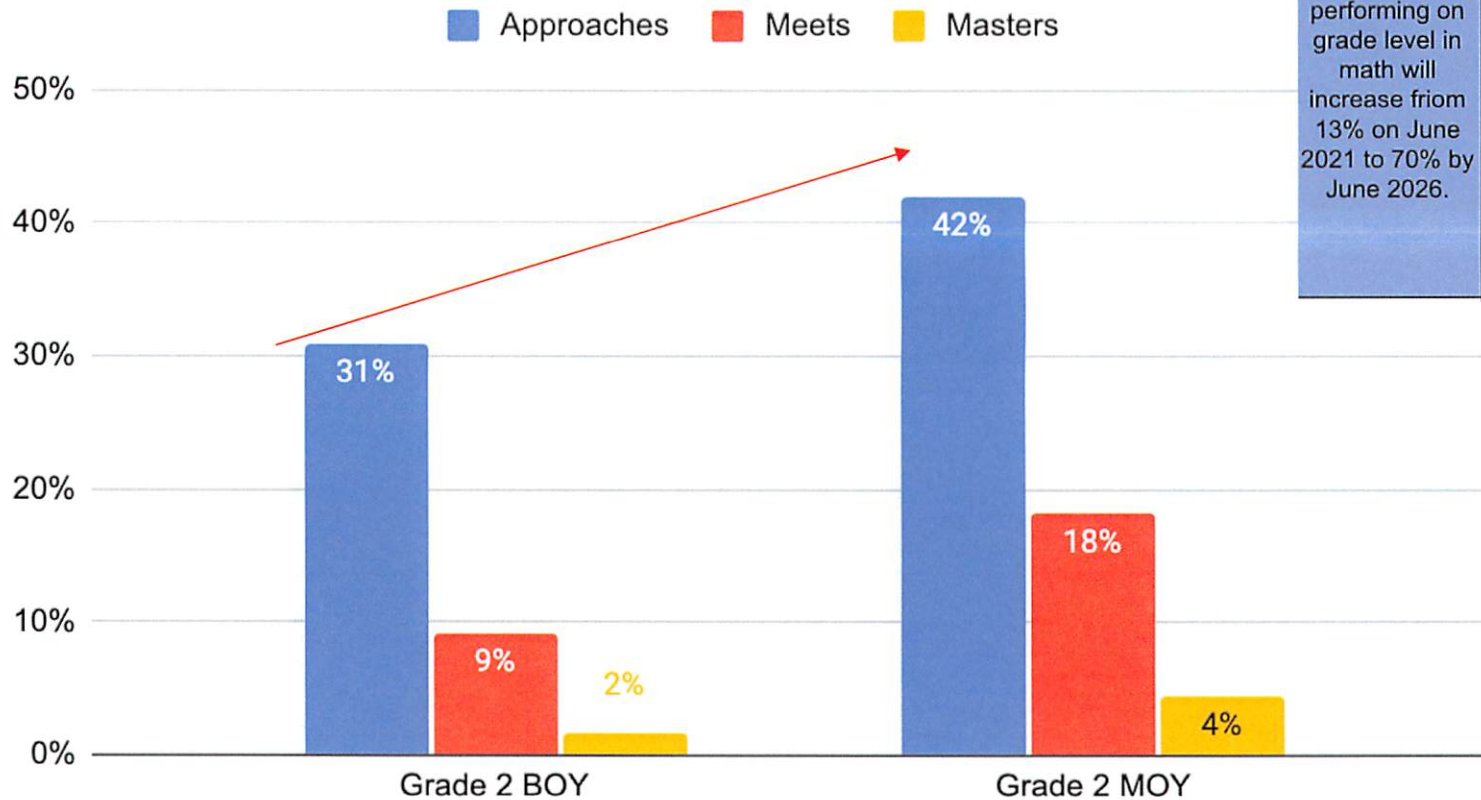
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Grade 2 Math

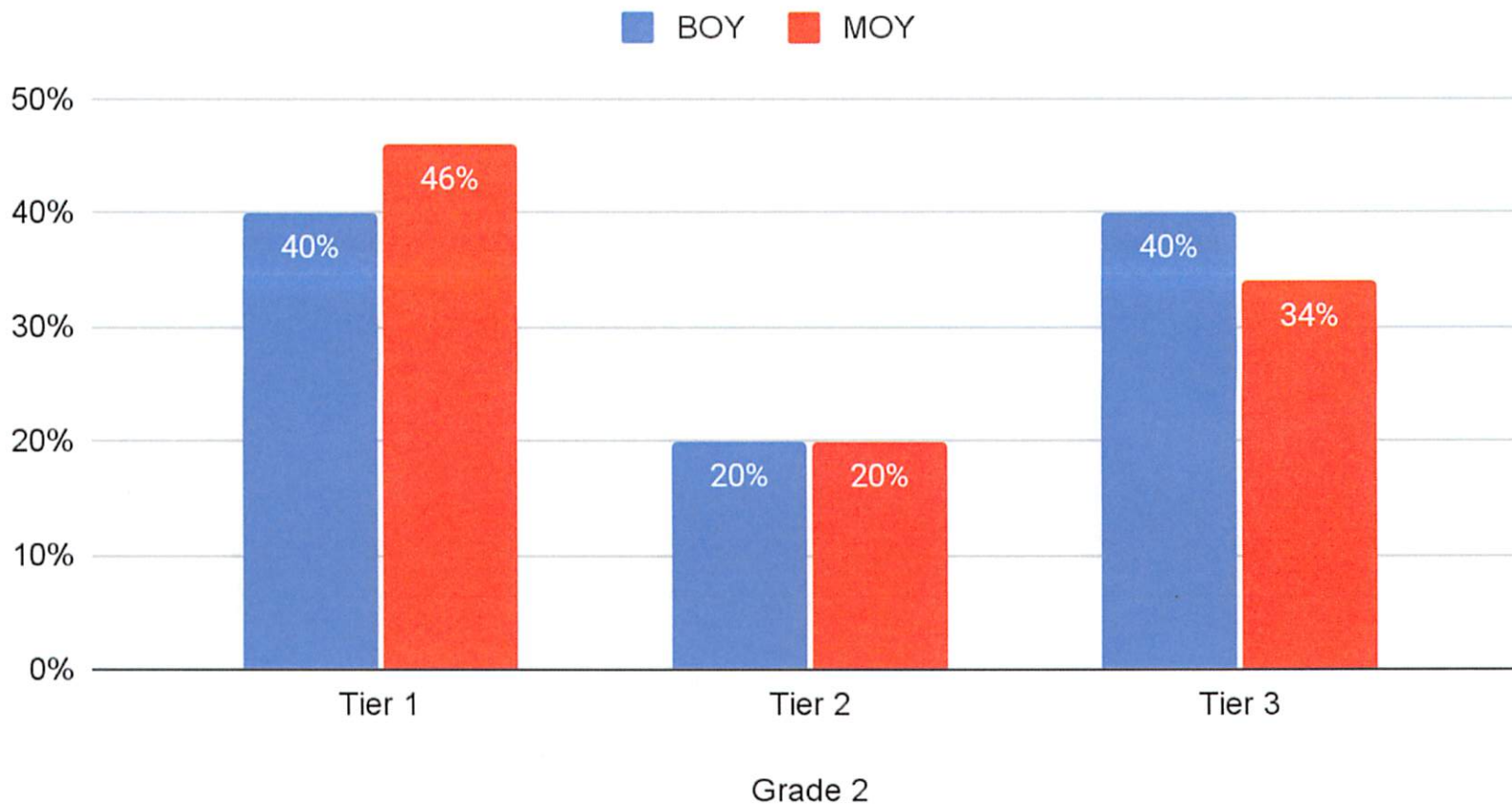
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Grade 2 Math



Grade 2 Literacy

Grade 2- Istation

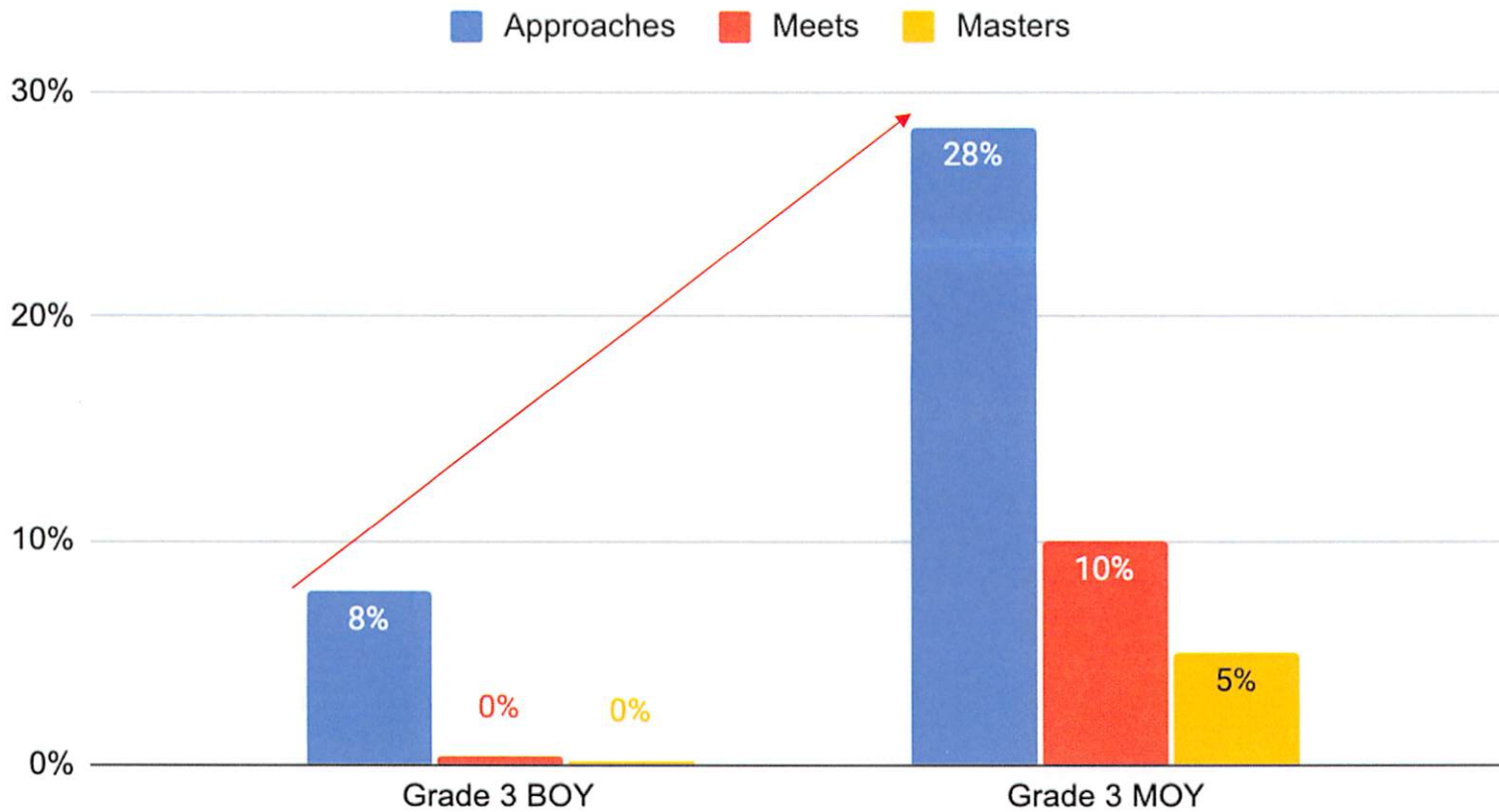


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Grade 3 Math

Grade 3 Math

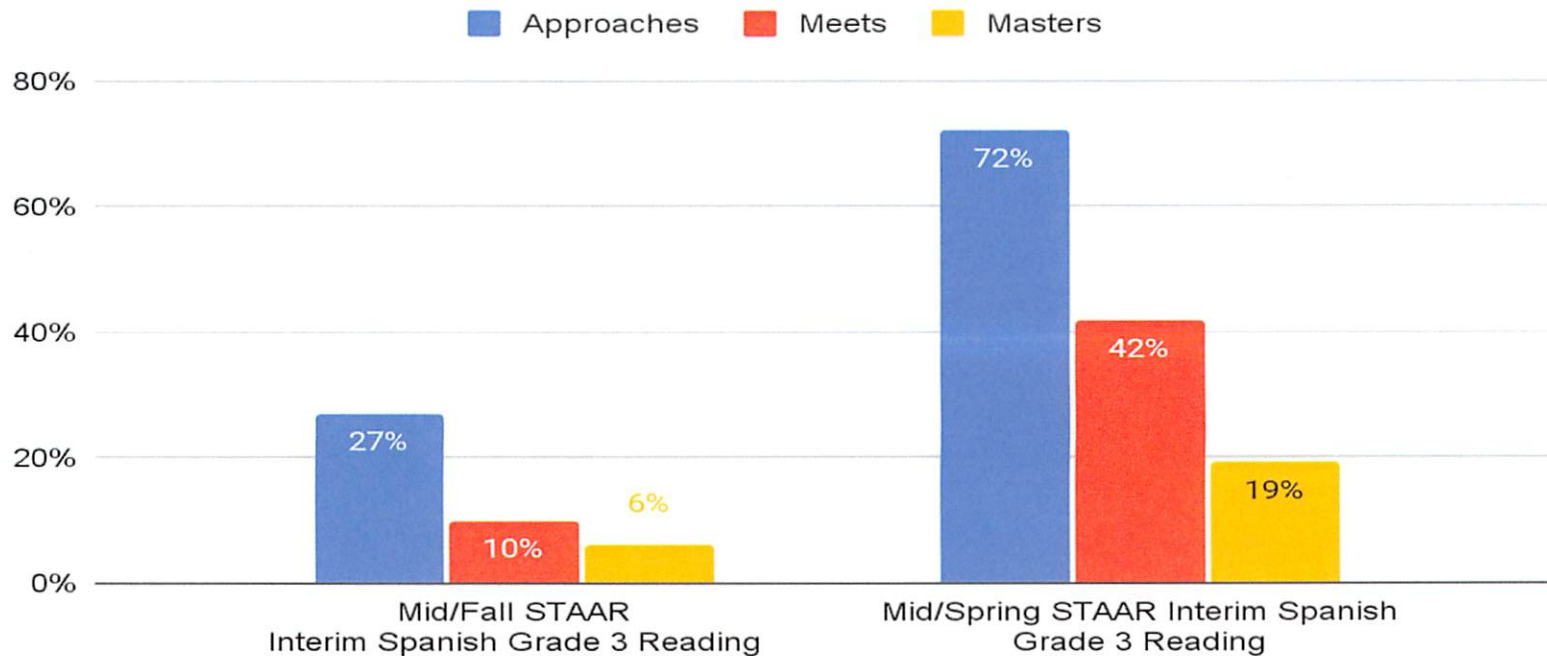


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Grade 3 Reading

Grade 3 Reading- Spanish



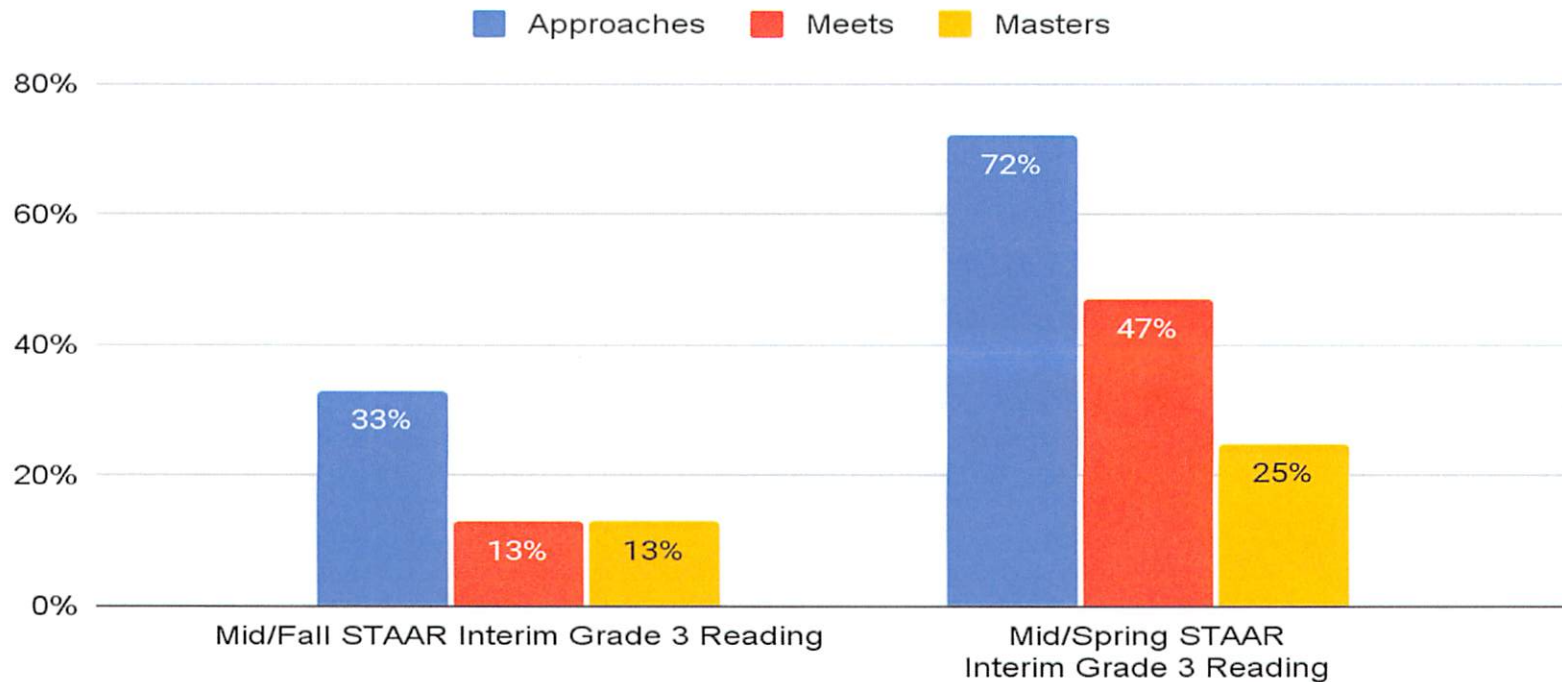
- In progress Mid-Spring Grade 3 Reading Interim Data
- Reading Academies (teacher training) is yielding positive results.
- Refined practice of Guided Reading (small group) instruction.
- Tutoring and Interventions.
- Istation monthly assessments and instruction have enabled prioritized student instruction.

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Grade 3 Reading

Grade 3 Reading



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Questions?

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Budget Update

Fiscal Year 2022-2023

March 22, 2022

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org

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Fiscal Year 2023 Unknowns

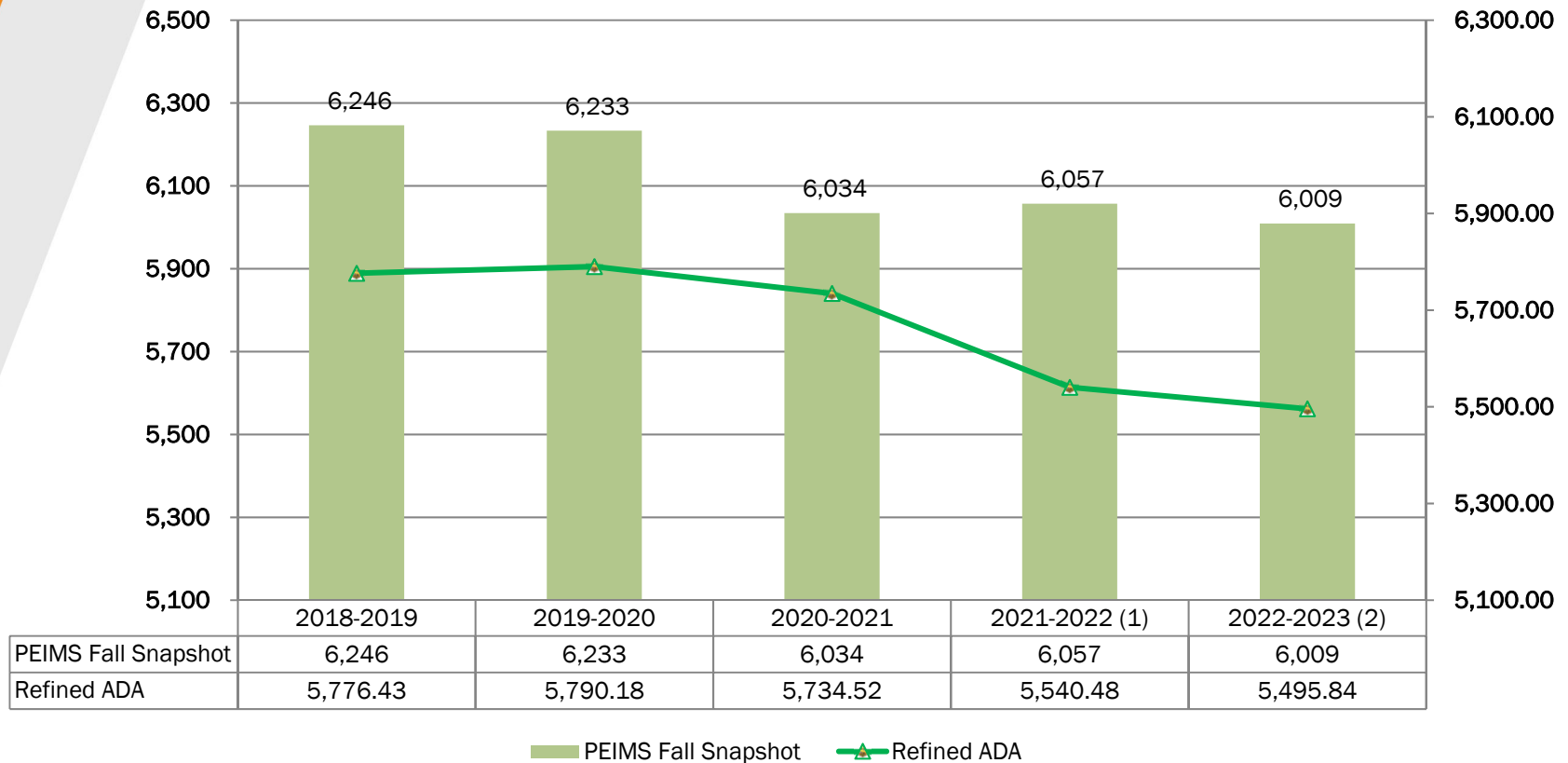
- Tax Collections
- Tax Values
- Tax Compression Rate
- State Funding Formula
- Enrollment
- Attendance Rates
- New Legislation



BUDGET PRIORITIES

- Annual Payment for Maintenance Tax Notes - \$1,153,950 (Assigned Fund Balance)
- Reyes Elementary 112% Capacity (Funded in FY22 – 2 Portables)
- COVID Related Expenditures (Funded by ESSER)
- Balanced Budget: Revenues = Expenditures
- Apple Refresh \$750,000 (8-Year Plan)
- *Facilities Maintenance?*
- 2% Compensation Package for Local Funds - \$1.1M
- *Staffing vs Admin Cost Ratio – Goal 10%*
- Central Office Relocation – To Be Considered Separately

HISTORICAL ENROLLMENT/ADA



- (1) ADA is projected at 93% of enrollment and on October 2021 snapshot – has not been adjusted for estimated TEA ADA Hold Harmless
- (2) 2023 enrollment is based on the 2022 rollover for grades K-12 and prior years enrollment for grades EE-PK and 93% attendance rate



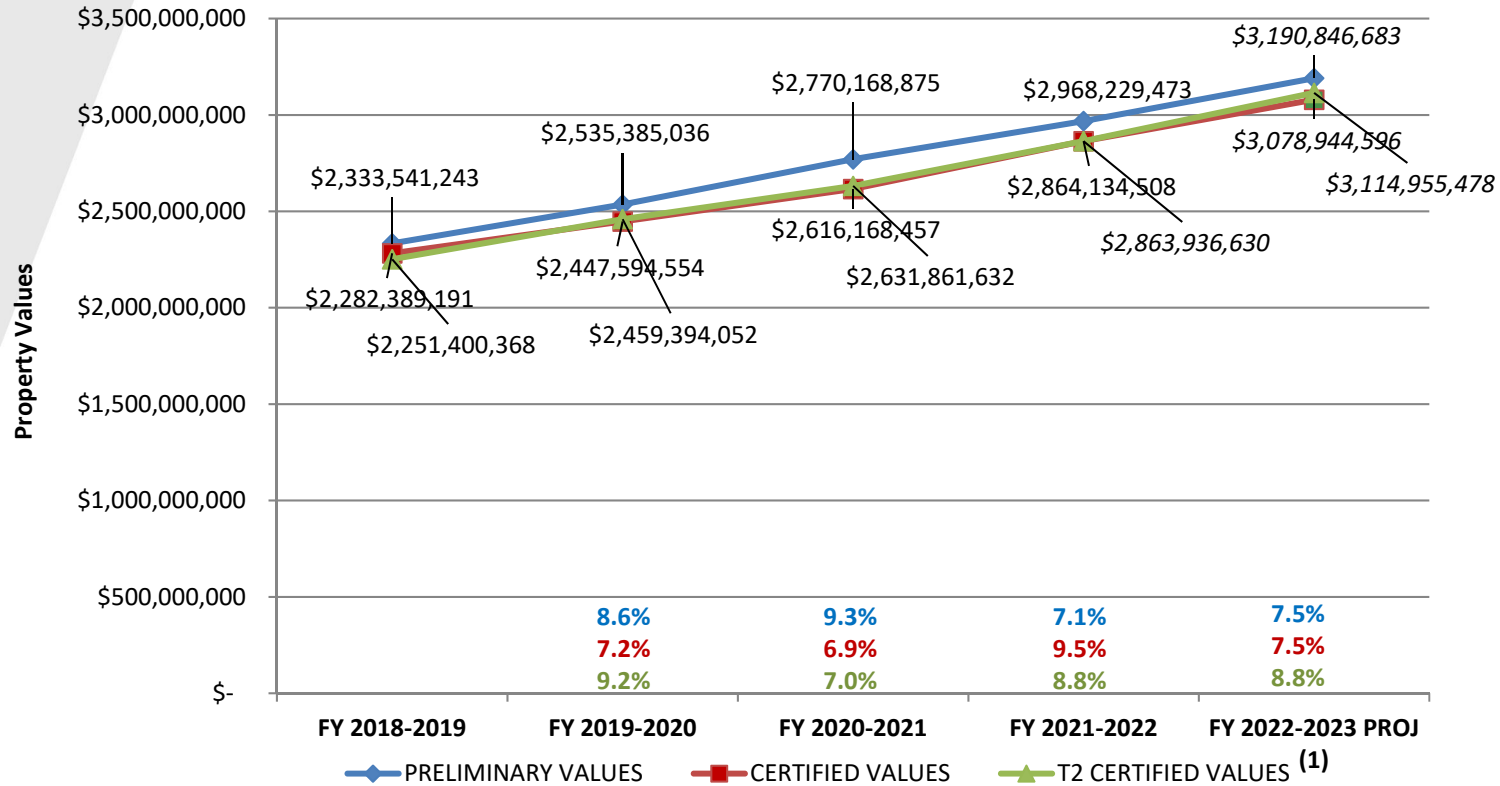
PRELIMINARY 2023 ENROLLMENT PROJECTIONS

CAMPUS	2022 ENROLLMENT AT SNAPSHOT	2023 PRELIMINARY ENROLLMENT	CHANGE
CANUTILLO HIGH SCHOOL	1,527	1,567	40
NORTHWEST EARLY COLLEGE HIGH SCHOOL	367	386	19
CANUTILLO MIDDLE SCHOOL	689	702	13
ALDERETE MIDDLE SCHOOL	663	641	(22)
CANUTILLO ELEMENTARY	508	507	(1)
DAVENPORT ELEMENTARY	298	299	1
DAMIAN ELEMENTARY	523	502	(21)
CHILDRESS ELEMENTARY	410	394	(16)
GARCIA ELEMENTARY	446	401	(45)
REYES ELEMENTARY	626	610	(16)
TOTAL	6,057	6,009	(48)

Enrollment projections for 2023 are based on the rollup by grade level from the 2022 snapshot, enrollment grades EE – K remained constant



PROPERTY TAX VALUE TRENDS



(1) Projected values calculated at an estimated 7.5% increase from the 2021 certified values as of July 19, 2021



Fiscal Year 2023

Estimated M&O Tax Rate

	2021 Tax Year FY2022 Revenue	2022 Tax Year FY2023 Revenue
Tier 1	\$0.8441	\$0.8278*
Tier 2 (Golden Pennies)	\$0.0800	\$0.0800
Tier 3 (Copper Pennies)	\$0.0583	\$0.0583
Tax Rate	\$0.9824	\$0.9661

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



Projected Property Tax Revenues

Fiscal Year 2023

	FY22	FY23
AVERAGE DAILY ATTENDANCE <i>(Estimated)</i>	5,540.48	5,495.84
PROPERTY TAX RATES:		
MAINTENANCE & OPERATIONS (M&O)	\$0.9824	\$0.9661
INTEREST & SINKING (I&S)	\$0.3600	\$0.3600
TOTAL TAX RATE	\$1.3424	\$1.3261
FY23 PROJECTED PROPERTY VALUES, AT A 7.5% INCREASE OF THE 2021 CERTIFIED TAX LEVY VALUE OF \$37,949,929 AS OF JULY 19, 2021	\$2,827,020,934	\$ 3,039,047,504
FY 23 PROJECTED M&O REVENUE = PAV/\$100 x \$0.9661 x 98% COLLECTION RATE	\$27,217,201	\$ 28,773,033
FY23 PROJECTED I & S REVENUE = PAV/\$100 X \$0.36 X 98% COLLECTION RATE	\$9,973,730	\$ 10,721,760
ESTIMATED TOTAL TAX COLLECTIONS	\$37,190,930	\$ 39,494,793

Budget Allocation by Campus – No Raise

Fiscal Year 2023

Organization Name	Organization	2021 - 2022 Adopted Personnel	2021 -2022 Adopted Operation	2021-2022 Adopted Budget	2022 - 2023 Proposed Personnel	2022 -2023 Proposed Operation	2022-2023 Proposed Budget	Increase (Decrease)
Canutillo High School	001	9,970,137	464,984	10,435,121	9,995,059	330,747	10,325,806	(109,315)
Northwest Early College H.S	003	2,253,137	338,324	2,591,461	2,272,008	327,289	2,599,297	7,836
Canutillo Middle School	041	4,339,738	153,613	4,493,351	4,373,071	191,096	4,564,167	70,816
Alderete Middle School	042	4,199,316	182,130	4,381,446	4,255,068	182,869	4,437,937	56,491
Canutillo Elementary	101	3,764,100	104,192	3,868,292	3,517,415	70,620	3,588,035	(280,257)
Davenport Elementary	102	2,681,914	50,157	2,732,071	2,321,636	29,354	2,350,990	(381,081)
Damian Elementary	103	3,657,562	115,942	3,773,504	3,388,642	47,200	3,435,842	(337,662)
Childress Elementary	104	3,141,595	96,425	3,238,020	3,191,739	60,342	3,252,081	14,061
Garcia Elementary	105	3,254,623	104,200	3,358,823	2,854,337	61,219	2,915,556	(443,267)
Reyes Elementary	106	3,396,484	176,505	3,572,989	3,580,287	82,514	3,662,801	89,812
Summer School/Additional Enrollment	699		87,539	87,539		96,538	96,538	8,999
Total Campuses		\$ 40,658,606	\$ 1,874,011	\$ 42,532,617	\$ 39,749,262	\$ 1,479,789	\$ 41,229,051	\$ (1,303,566)
		96%	4%		96%	4%	Net Average:	-3.06%

Decreases are due to decreases in enrollment and related positions

CANUTILLO A Premier District



Budget Allocation by Campus – 2% Raise Fiscal Year 2023

Organization Name	Organization	2021 - 2022 Adopted Personnel	2021-2022 Adopted Operation	2021-2022 Adopted Budget	2022 - 2023 Proposed Personnel	2022 -2023 Proposed Operation	2022-2023 Proposed Budget	Increase (Decrease)
Canutillo High School	001	9,970,137	464,984	10,435,121	10,208,889	316,491	10,525,380	90,259
Northwest Early College H.S	003	2,253,137	338,324	2,591,461	2,319,233	327,289	2,646,522	55,061
Canutillo Middle School	041	4,339,738	153,613	4,493,351	4,468,496	187,182	4,655,678	162,327
Alderete Middle School	042	4,199,316	182,130	4,381,446	4,361,304	178,889	4,540,193	158,747
Canutillo Elementary	101	3,764,100	104,192	3,868,292	3,593,549	64,141	3,657,690	(210,602)
Davenport Elementary	102	2,681,914	50,157	2,732,071	2,380,627	27,028	2,407,655	(324,416)
Damian Elementary	103	3,657,562	115,942	3,773,504	3,464,996	42,554	3,507,550	(265,954)
Childress Elementary	104	3,141,595	96,425	3,238,020	3,253,141	57,685	3,310,826	72,806
Garcia Elementary	105	3,254,623	104,200	3,358,823	2,915,139	61,299	2,976,438	(382,385)
Reyes Elementary	106	3,396,484	176,505	3,572,989	3,663,335	77,866	3,741,201	168,212
Summer School/Additional Enrollment	699		87,539	87,539		96,538	96,538	8,999
Total Campuses		\$40,658,606	\$ 1,874,011	\$42,532,617	\$40,628,709	\$ 1,436,962	\$42,065,671	\$ (466,946)
		96%	4%		97%	3%	Net Average:	-1.10%

Change in operating expenses due to offsets in State Comp Ed funding

CANUTILLO A Premier District



PROJECTED REVENUES LESS EXPENDITURES FOR FY 2022-2023 GENERAL FUND (EXCLUDING CHILD NUTRITION)– 2% Raise

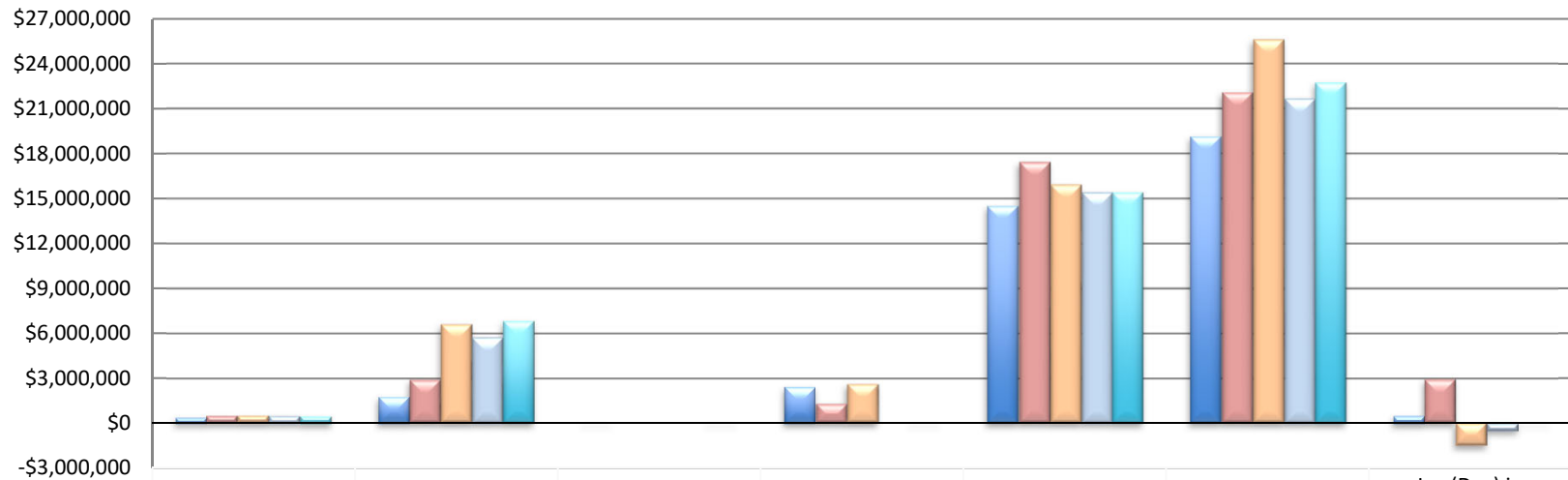
	FY22 Estimated Actual	FY23 Proposed Budget
Local Revenues	\$ 27,870,921	\$ 29,216,933
State Revenues	32,459,958	29,349,117
Federal Revenues (Includes ESSER)	<u>4,090,643</u>	<u>5,296,623</u>
Total Estimated Revenues	64,421,522	63,862,673
Preliminary Proposed Expenditures*	<u>(69,139,403)</u>	<u>(63,704,587)</u>
Estimated Revenues Over/(Under) Expenditures	(4,717,881)	<u>\$ 158,086</u>
Other Sources: Expenditures Budgeted from Fund Balance <i>FY22: \$2.3M Prior Year Carryover Projects</i> <i>\$1.156M Maintenance Tax Note Payment</i> <i>\$0.3M Reyes Portable Classrooms</i> <i>\$1.1M AMS Football Field</i>	<u>4,856,525</u>	
Projected Year End Results	<u>\$ 138,644</u>	

Optimum Unassigned Fund Balance for FY23 = \$15,926,146 (90 Days)
FY23 Projected Ending Unassigned Fund Balance = \$15,414,475 (87.11 Days)



GENERAL FUND – FUND BALANCES

(INCLUDES CHILD NUTRITION)



	Nonspendable (1)	Restricted (2)	Committed	Assigned	Unassigned	Total	Inc (Dec) in Unassigned
2019 Actual	\$397,236	\$1,787,948	\$0	\$2,450,000	\$14,520,457	\$19,155,641	\$503,448
2020 Actual	\$483,848	\$2,887,187	\$0	\$1,285,200	\$17,441,429	\$22,097,664	\$2,920,972
2021 Actual	\$493,629	\$6,598,479	\$0	\$2,602,223	\$15,925,829	\$25,620,160	(\$1,515,600)
2022 Projected	\$493,629	\$5,744,175	\$0	\$0	\$15,414,475	\$21,652,279	(\$511,354)
2023 Projected	\$493,629	\$6,840,225	\$0	\$0	\$15,414,475	\$22,748,329	\$0

(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) = \$15,926,146



Questions





CAREER & TECH EDUCATION CANUTILLO - A Premier District

Tracy Andrews, Director

Steve Porras, Coordinator

February 23rd, 2022

Based on a concern raised by an Open Forum speaker at the February 22nd, 2022 Board Meeting, we were asked to share with the board the rationale for retiring the Culinary Arts program. This question was also raised during the December 15, 2020 monthly CISD Board Meeting, in which trustees asked for information pertaining to the CTE 5-year Master Focus Plan concerning retiring CTE programs. The rationale for this decision is detailed below.

Retiring CTE Programs of Study- Why?

In 2015, the Texas State Legislature passed Texas House Bill 18. This bill charged the University of Texas at Austin with creating resources for educators, students, and families. Its objective was to help students better plan for success after high school, starting in middle school.

In March 2016, Governor Greg Abbott established the Tri-Agency Workforce Initiative. This initiative tasked the Texas Education Agency (TEA), the Texas Higher Education Coordinating Board (THECB), and the Texas Workforce Commission (TWC) to work together to **better** connect education and industry in Texas.

From April to June 2016, commissioners from the Tri-Agency Workforce Initiative met with workforce and economic development representatives and leaders from local independent school districts, community colleges, and universities across Texas. These representatives and leaders provided input about:

- Making education after high school more affordable for families and helping students enter the workforce more quickly with **marketable skills**
- Promoting career and technical education (CTE) and science, technology, engineering, and mathematics (STEM) education pathways to prepare students for postsecondary options
- Ongoing efforts on the part of our agencies to serve Texas families, including state and local web-based education and career awareness systems to better connect students, parents and guardians, and educators to high-demand jobs (and the education required to get them) here in Texas
- Strengthening education and services for Texas veterans and better ensuring a seamless and accelerated transition from military service back into the Texas workforce

Another significant House Bill that addressed long-term workforce development needs across the state of Texas was House Bill 3. "The passage of House Bill 3 marked the **most significant transformation** of our education system in decades and an unwavering commitment to shaping the future of our workforce," said Governor Abbott. "We must continue in our efforts to ensure

Texans of all ages have access to high-quality education and workforce skills training that empowers them to achieve their full potential. It is imperative that we build upon the resources of House Bill 3 and accompanying legislation to ensure today's students and tomorrow's workforce are prepared to meet Texas' long-term workforce needs in a comprehensive and efficient manner." The Governor charged the Commissioners with developing strategies to achieve the following:

- **Readiness:** The Commissioners should recommend strategies to ensure students are prepared for future growth at each stage in the educational pipeline.
- **Completion:** The Commissioners should recommend strategies to ensure students who pursue higher education and workforce educational programs can complete those programs in a cost-efficient and timely manner.
- **Transitions:** The Commissioners should analyze and make recommendations regarding strategies to streamline educational pathways, ensuring students can seamlessly transition into high-wage and high-demand careers.
- **Upskilling:** The Commissioners should recommend strategies for improving the capacity within the state to produce credentials of value aligned with the needs of high-wage and high-demand occupations.
- **Educator Pipeline:** The Commissioners should analyze and make recommendations to increase the supply of highly qualified and well-trained individuals entering the teaching profession across the state.
- **Partnerships:** The Commissioners should explore and recommend options for increasing economic activity in rural Texas, reducing regulatory burdens, and expanding educational partnerships between businesses, school districts, and colleges.
- **Infrastructure:** The Commissioners should identify strategies to align agency operations, increase program efficiency, improve data analysis and capacity, and to refine 60x30TX, if necessary, to ensure the state's goals continue to reflect the state's needs.

A report from the Tri-Agency Commissioners was submitted to Governor Abbott and posted online November 18, 2020. The report titled "Linking Education and Workforce: Spurring Economic Growth Across Texas," focuses on three statewide priorities:

- Supporting efficient and flexible pathways to earning high-value credentials that **are linked to high-wage, in-demand jobs.**
- Ensuring students receive the necessary support to succeed at all stages of their educations and in their transitions to the workforce.
- Creating a robust infrastructure for agency collaboration around common goals, data, and processes to ensure improved student outcomes.

The CISD CTE Department was charged with reviewing and weighing current CTE programs against the statewide priorities put forth by the governor and commissioner. Several workshops, conferences, webinars were attended as the TEA CTE team visited campuses and met with CTE Directors across the state. With the reauthorization and strengthening of the Perkins V Act was signed into law by President Trump in July of 2018, CTE programs were required to review, retire, revise current programs that didn't meet the "High-Wage, In-Demand" credentials. Perkins V federal funding is tied to this review through the Perkins application process and a Comprehensive Local Needs Assessment (CLNA) is now required. This involved CTE program

feedback from a variety of required stakeholders that included CTE teachers, students, parents, business and industry partners, advisory board members, campus administration, workforce board and post-secondary representatives.

Resources, Data Utilized

1. CISD Internal Audit CTE Performance Review – Hector Rodriguez, Internal Auditor-Dated: March 18, 2018 –Reviewed current program and alignment to district’s goals/objectives; surveyed students, teachers, counselors and CTE administration; made program recommendations based on viability, enrollment, career preparation success, certifications earned, popularity, relevance to current employment trends locally, state-wide, nationally. Mr. Rodriguez’ work determined that all four of the retiring programs were at the bottom end for local, statewide and national growth and fell in the low-demand, low-wage categories.
2. Workforce Solutions Borderplex- Leila Melendez, Chief Executive Officer – Board of Trustees Presentation (12-17-2019), Program Feedback, Labor Market Data, Program Reviews & Crosswalks, Industry Alignment Recommendations (**see attached*)
3. Texas Workforce Commission – Texas Employment Projections, Labor Market Information and Reviews, Industry Profiles, Local Area Unemployment Rates, Texas Labor Analysis - Online or quarterly reports available to the public that offer all the above information
4. CISD CTE Comprehensive Local Needs Assessment (CLNA) – Required by state as attachment to the 2020-2021 Perkins V Federal Funding Application - Stakeholder feedback using student data, Review of student/district demographics, District data review for CTE Completers and Concentrators (program completion/endorsement attainment.) Sections of the CLNA asked for stakeholders to provide input on the process of retiring programs that didn’t meet the criteria of high-demand, high-wage occupations according to the Tri-Agency Workforce Initiative. Stakeholders responded that data decisions and review of long-term workforce projections from the Texas Workforce Commission and Labor Index Reports were a more than adequate process for determining if a program should be phased out.
5. Tri-Agency Workforce Initiative – Governor Abbott & Mike Morath, Texas Education Commissioner – Initiated: March, 2016 – 2019-2020 TEA CTE Career Cluster Revisions that improved industry and CTE program alignment state-wide, deeper research and review of current CTE programs with regards to industry alignment, pipeline to high-wage, in-demand occupations (**information provided at the beginning of this narrative.*)

CTE 5-year Master Focus and Alignment Plan

Based on the explanation provided above, the following programs of study will begin their 4-year retirement phase with the 2020-2021 school year.

Retiring CTE Programs of Study -

- Audio/Video Productions
- Graphic Design
- Culinary Arts
- Human Services

The final freshmen cohorts for each of the programs will be enrolled for the final time and will be allowed to complete the four-year sequence of courses, participate in internships opportunities and obtain industry-based certifications attached to the program.

Equipment Use and Repurposing

Each of the retiring programs has equipment that will continue to be used over the next 4 years while the program has students enrolled. The following plan is in place to repurpose any equipment that is still operational and not past its warranty life for maintenance or upgrades:

Audio/Video Productions Equipment: Initially, a starter audio/video production kit was purchased and installed when the program began 2 years ago. This equipment (soundboards, mixers, editing equipment (computer) and video recording camera) will be repurposed at program retirement to live-stream animal surgery and procedure videos out to district campuses from the new agriculture building. In addition to the live-streams, trained CTE students will be able to check out the equipment to utilize it during classroom presentations, live interviews, classroom demonstrations videos for competitive events and more.

Graphic Design Equipment: This lab is outfitted with desktop computers, sublimation machine (prints heat transfers for tshirt printing), several heat presses for various mediums and a vinyl cutting machine. The purpose of the equipment was to retrofit the lab into a student-operated, self-sustaining design and print shop. The DigiPrint print shop will continue to operate under the current plan with the instructor for the next 3 years. This equipment will be repurposed as fund-raising resource for all CTE student organizations at CHS, NWECHS and both middle schools. CTE teachers and students will be required to attend training sessions in order to request the use of the equipment for student organization purposes. The desktop computers will remain in the lab for use with the incoming new program of study, Cybersecurity, once the preceding program retires.

Culinary Arts Equipment: The culinary arts lab contains industrial freezers and refrigerators, residential ovens, microwaves, mixers, ice machines and a variety of cooking and baking items. The majority of these items are over 8 to 10 years old and have been utilized past their lifespan, although still very operational. Many of the smaller kitchen items and some larger pieces of equipment can be transferred for use within the district's cafeterias. At the end of the retirement phase for this program, many of the items will be well past their maintenance or lifespans (12 to 14 years old) and decisions on salvaging or transferring will need to be determined.

Human Services Equipment: This program has very little equipment that cannot be utilized in the new incoming program of study, Teaching and Training. The program has several tablets and desktop computers that will be kept with the teacher as she transitions out of the Human Services program and into the Teaching and Training. The program also uses baby mannequins/dolls for

part of their instruction and the current set is approximately 5 years old. These dolls are exclusive to the program but could be repurposed in any of several programs that offer CPR, life-saving techniques, law enforcement, etc. The CTE Department has recently been researching the Community Emergency Response Team (CERT) event where mass disasters are reenacted at a campus and students are charged with responding to each of the injured participants, triage, access damage and learning how to react in these types of scenarios. I see that the dolls from this retired program could serve a purpose here as well. The two campuses interested in CERT are CHS and AMS.

Continuation of CTSOs

It is the expectation of all CTE content areas that a Career and Technical Education Student Organization (CTSO) such as Future Farmers of America (FFA) or Future Business Leaders of America (FBLA) be a part of CTE recruiting, exposure to real-world and networking opportunities to a career. The CTSO is to be an extension of what the CTE teacher's content area as it pertains to the curriculum and instruction they receive daily (ie: FFA members are enrolled in Agriculture pathways, FBLA members are enrolled in business or entrepreneurship pathways, etc.) The following explains how CTSOs retiring programs of study will be affected:

- Culinary Arts and Human Services- Family, Career and Community Leaders of America (FCCLA) - The CHS FCCLA chapter has been very successful and the last two years has produced national winners. The teacher advisors for this CTSO have researched and found that FCCLA has competitive events in the area of Education and Training which will allow them to continue membership and officer positions as they have in the past.
- Distributive Education Clubs of America (DECA) - The CHS DECA chapter has been sponsored by the Audio Video Production teacher, Tim Barno, for several years at CHS. Although the chapter has not advanced to national competition in many years, Mr. Barno will be allowed to continue with the CTSO if he desires. A more appropriate and relevant cybersecurity CTSO would be the Technical Students Association (TSA) which we will investigate for the new pathway.
- The graphic design pathway does not offer or sponsor any CTSO.

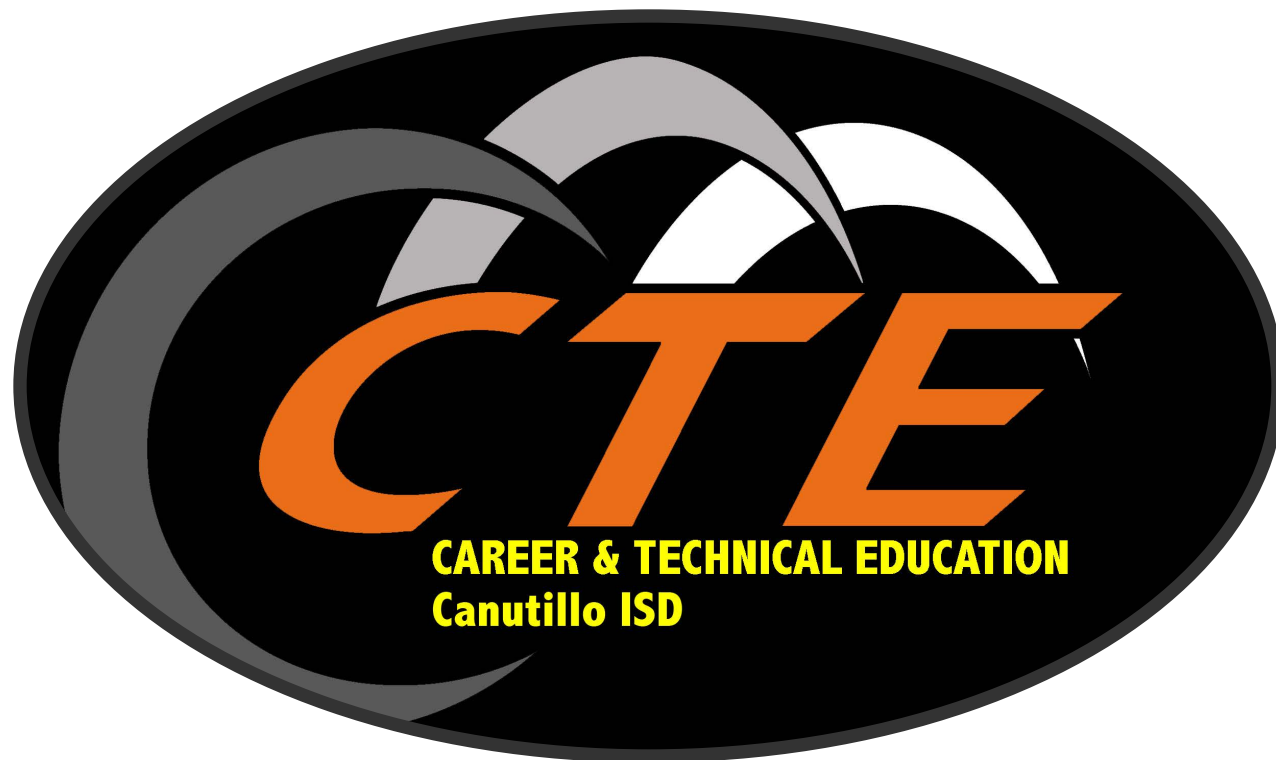
Continuation of Teaching Contracts

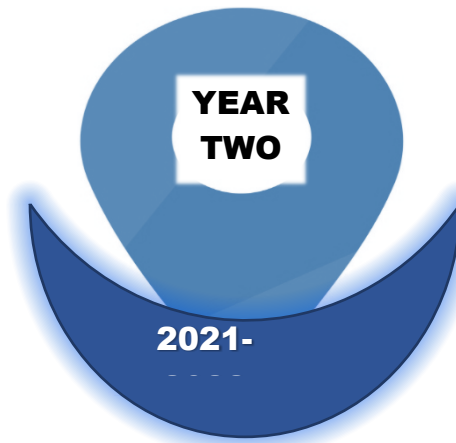
The teachers in each of the four retiring CTE pathways (Audio/Video Production, Culinary Arts, Graphic Design and Human Services) were carefully compared to the respective new programs of study to ensure that their current teaching certifications were able to teach all the new courses. It was determined that and according to the current TEA Teacher Assignment Chart (TAC), the certification they hold can teach the courses in the new pathways.

Note: The Cybersecurity pathway is being reviewed by TEA and in the very near future teachers in this program may need to be computer science certified. Region 19 is working with school districts to assist with the training and preparation of teachers that need a computer science certification. Computer Science is a very big part of Cybersecurity.

CANUTILLO ISD
CAREER & TECHNICAL EDUCATION DEPARTMENT
5 YEAR MASTER FOCUS & ALIGNMENT PLAN

*Information and data from Workforce Solutions Borderplex, Texas Workforce Commission's Labor Market Index Reports and CISD CTE Advisory Board stakeholder feedback from the Comprehensive Local Needs Assessment were utilized to develop this 5-year plan.





PROGRAM RETIREMENT PHASE BEGINS
RETIRING: Hospitality & Tourism, Human Services, Audio/Video Production, Graphic Design, Computer Science

NEW CAREER CLUSTER BEGINS
 Advanced Manufacturing & Machinery Mechanics (Robotics pathway) – replaces Computer Science pathway in STEM Academy, new teacher hired

RECRUITMENT/PLANNING BEGINS FOR NEW PROGRAMS
 New:

- **EDUCATION & TRAINING** (Teaching & Training POS)- replaces Human Services & Hospitality/Tourism career clusters;
- **ENTREPRENEURSHIP** (expansion/focus of Business career cluster, 1 strand of Business Mgmt will remain.)
- **INFORMATION TECHNOLOGY** (Cybersecurity POS)- replaces retiring A/V Production and Graphic Design

MIDDLE SCHOOL LEVEL CTSSO LAUNCHED
 -Middle School level Career & Technical Student Organizations launched at CMS & AMS
 -Year One – TSA (Technical Student Association) and BPA (Business Professionals of America)

PTECH ACADEMY-COMPUTER SCIENCE @ NWECHS- PLANNING YEAR
 PTECH planning year, student recruiting, resource attainment, course development, business & post-secondary partnerships established, campus & district stakeholder meetings/roles

NEW PROGRAMS – COHORT ONE BEGINS

- Freshmen cohort – Year 1
- **EDUCATION & TRAINING** (Teaching & Training POS strand)
- **BUSINESS, MARKETING, FINANCE** (Entrepreneurship POS strand)
- **INFORMATION TECHNOLOGY** (Cybersecurity POS strand)

IMPLEMENTATION YEAR - PTECH ACADEMY-COMPUTER SCIENCE @ NWECHS

- PTECH Freshmen Cohort begins
- Business/Industry & post-secondary partner involvement increases
- Stakeholder Committee meetings as academy progresses

CTE BOND BUILDING- PLANNING & CONSTRUCTION PHASE

- CISD Bond planning & construction phase begins
- CTE Master Focus Plan Stakeholder Committee Meetings scheduled
- Develop transitional plan for programs of study moving to CTE building & recommendations for new career clusters
- Building construction begins in 2022

NEW PROGRAMS – SUBSEQUENT COHORTS

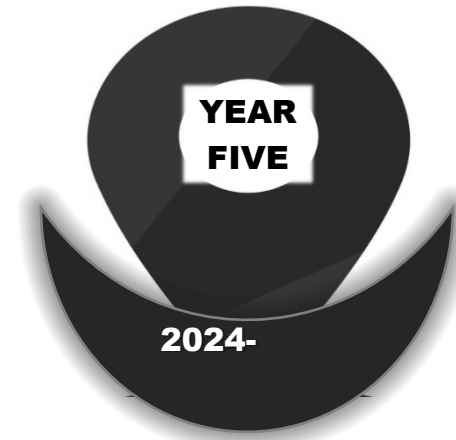
- New program cohorts recruited for each new program of study (*Education/Training, Entrepreneurship, Cybersecurity*)
- Master schedule is adapted for course sequencing to progress with each cohort

YEAR TWO - PTECH ACADEMY- COMPUTER SCIENCE @ NWECHS

- Subsequent cohorts added each school year to PTECH Academy
- Business/Industry & post-secondary partner involvement increases
- Stakeholder Committee meetings as academy progresses

CTE BOND BUILDING- YEAR 2 - PLANNING & CONSTRUCTION PHASE

- YEAR TWO- CISD Bond planning & construction phase
- CTE Master Focus Plan Stakeholder Committee Meetings scheduled
- FF & E ordered and delivered (summer 2023)
- **NEW CAREER CLUSTER RECRUITMENT BEGINS**, hire teachers & students scheduled in POS
 - **ARCHITECTURE & CONSTRUCTION-** Carpentry pathway (formally known as Construction Tech)
 - **TRANSPORTATION, DISTRIBUTION, LOGISTICS-** Automotive pathway



FINAL COHORT YEAR – RETIRING PROGRAMS OF STUDY

- Final year for cohorts of retiring programs of study – Hospitality & Tourism, Human Services, A/V Production & Graphic Design

CTE BOND BUILDING- CONSTRUCTION PHASE COMPLETION

- All construction completed, FF&E orders delivered and received, complete moving process for CTE programs from CHS classrooms to new building (early summer 2023)
- GRAND OPENING EVENT – late summer 2023
- CTE Master Focus Plan Stakeholder Committee Meetings continue
- New teacher hires in place, students enrolled in year 1 course sequences
 - ARCHITECTURE & CONSTRUCTION-Carpentry pathway (formally known as Construction Tech)
 - TRANSPORTATION, DISTRIBUTION, LOGISTICS- Automotive pathway

YEAR FOUR - PTECH ACADEMY-COMPUTER SCIENCE @ NWECHS

- Begin senior-level internships with PTECH business partner(s) – master schedule, work hours, etc.
- Stakeholder Committee meetings as academy progresses

NEW PTECH ACADEMY-EDUCATION & TRAINING @ CHS- PLANNING YEAR

PTECH planning year, student recruiting, resource attainment, course development, business & post-secondary partnerships established, campus & district stakeholder meetings/roles

CTE BOND BUILDING- YEAR TWO

- CTE Master Focus Plan Stakeholder Committee Meetings continue -Input and feedback utilized in future alignment and CTE building programs

PTECH ACADEMY-EDUCATION & TRAINING @ CHS IMPLEMENTATION YEAR

- YEAR ONE- FRESHMEN COHORT ONE – PTECH Education/Training Academy
- Implement EDUCATORS RISING STUDENT ORGANIZATION (CTSO for Education & Training cluster)
- PTECH Stakeholder Committee meetings continue – input & feedback
- Subsequent cohorts recruited annually as PTECH Academy progresses
- Plan for junior and senior-level internships (master schedule, work hours, etc.)



CURRICULUM & INSTRUCTION

CANUTILLO A Premier District

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: Dr. Debra Y. Kerney, Executive Director of Curriculum & Instruction
Steve Porras, CTE Coordinator

DATE: March 22, 2022

RE: Discussion Regarding Culinary Arts Pathway

Questions have been raised recently regarding the decision to retire the Culinary Arts CTE pathway. The decision-making rationale based on industry trends and stakeholder input gathered through the Comprehensive Local Needs Assessment (CLNA) process will be shared in order to build a shared understanding regarding the decision.

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

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

P: (915) 877-7440
F: (915) 877-7527
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).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.



CANUTILLO ISD RETIRING **CULINARY ARTS**

TIMELINE



2015

Texas State Legislature passed Texas House Bill 18. Its objective was to help students better plan for success after high school, starting in middle school.



2016

2016 - Governor Greg Abbott established the Tri-Agency Workforce Initiative. (TEA, THECB, & TWC) Some of the goals of the Tri-Agency Workforce Initiative:

- Making education after high school more affordable for families and helping students enter the workforce more quickly with **marketable skills**.
- Promoting CTE and STEM education pathways to prepare students for postsecondary options.

TIMELINE CONTINUED



2019

2019- House Bill 3 was introduced. "The passage of House Bill 3 marked the most significant transformation of our education system in decades and an unwavering commitment to shaping the future of our workforce," said Governor Abbott.

HB3 Included:

- Supporting efficient and flexible pathways to earning high-value credentials that are linked to high-wage, in-demand jobs.
- Ensuring students receive the necessary support to succeed at all stages of their educations and in their transitions to the workforce.
- Creating a robust infrastructure for agency collaboration around common goals, data, and processes to ensure improved student outcomes.

RESOURCES & DATA

Labor Index Reports, 2020 Hot Jobs Report



CTE PROGRAM OF STUDY

- Hospitality and Tourism
- Culinary Arts



STUDENT CERTIFICATION OFFERED

- *ServSafe Manager
- Food Handler's Card



WORKFORCE SOLUTIONS BORDERPLEX RECOMMENDATION

- Suspend; occupation is saturated, and wages are low. These are entry to the world of work but have little long-term career and income growth.
- Develop pathway w EPCC for Farm-Table or mobile food research & development

Leila Melendez, Chief Executive Officer – Board of Trustees Presentation (12-2019), Program Feedback, Labor Market Data, Program Reviews & Crosswalks, Industry Alignment Recommendations





RESOURCES & DATA

CTE ADVISORY COMMITTEE

Comprised of industry professionals, teachers, counselors, & CTE administration. Several meetings were held to determine:

- Current program and alignment to district's goals and objectives
- Survey results from students, teachers, counselors and CTE administration about current programs and alignment
- Program recommendations based on viability, enrollment, career preparation success, certifications earned, popularity, relevance to current employment trends locally, state-wide, nationally.

The CTE Advisory Committee work determined that Culinary Arts and three other CTE programs of study were at the bottom end for local, statewide and national growth and fell in the low-demand, low-wage categories.

RESOURCE & DATA

Comprehensive Local Needs Assessment

The purpose of the CLNA is **to support data-driven decision-making and more closely align planning, spending, and accountability activities under Perkins V.** The results of the local needs assessment must form the foundation of the local application and drive local spending decisions.

2019 - Canutillo ISD **CLNA asked for stakeholders to provide input** on the process of retiring programs that didn't meet the criteria of high-demand, high-wage occupations according to the Tri-Agency Workforce Initiative. CISD **stakeholders included parents, CTE students, faculty, staff, postsecondary representatives, and campus/central office administration.** They responded that data-driven decisions and review of long-term workforce projections from the Texas Workforce Commission and Labor Index Reports were a **more than adequate process for determining if a program should be phased out.**





MAJOR BARRIER

Inadequate facility and equipment

The CHS Culinary Arts Lab contains industrial freezers and refrigerators, residential ovens, microwaves, mixers, ice machines and a variety of cooking and small baking appliances.

The majority of these items exceed 8 to 10 years in age and have been utilized past their lifespan, although still operational.

In addition, utilities have been determined to be insufficient for the amount the current facility requires. Several changes have had to be made in order to keep the kitchen and classroom areas operational.

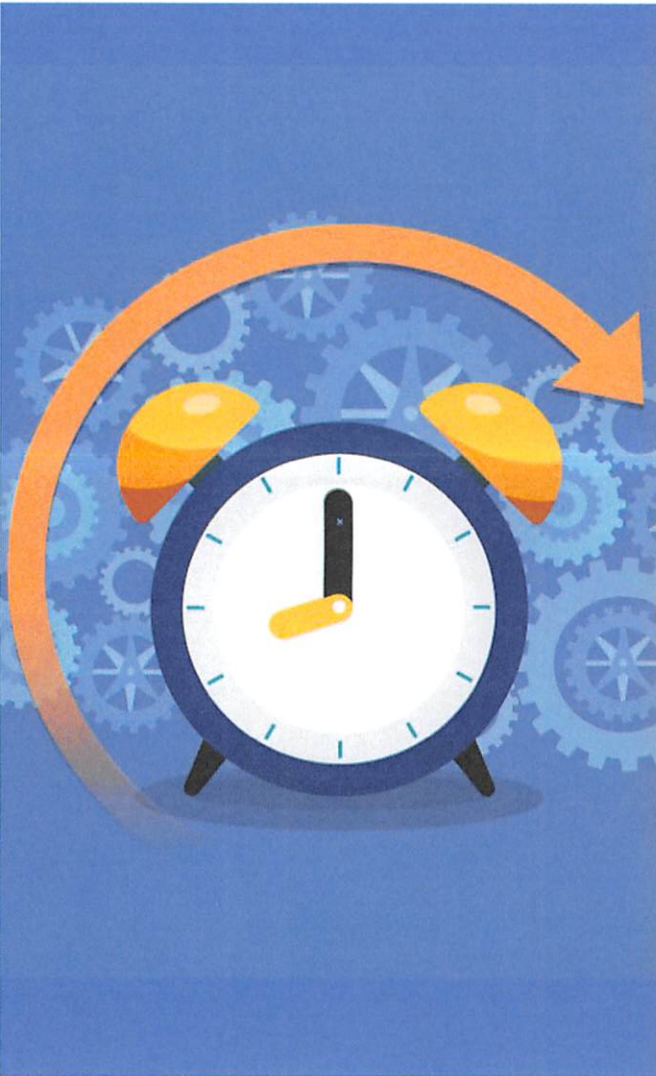
At the end of the retirement phase for this program, many of the items will be well past their maintenance or lifespans (12 to 14 years old) and decisions on salvaging or transferring will need to be determined at that time.

5-YEAR PLAN

Based on the explanation provided, the Culinary Arts program of study will begin its 4-year retirement phase with the 2020-2021 school year.

The final freshmen cohorts for each of the programs will be enrolled for the final time and will be allowed to complete the four-year sequence of courses, participate in internship opportunities and obtain industry-based certifications attached to the program.

In place of the retiring Culinary Arts program, CTE and CHS planned for and began the Education and Training career cluster. (Early Learning & Teaching and Training). First cohort began this year.



CANUTILLO HS NEWS

LILY GARCIA

JUNIOR AT CANUTILLO HS



LILY GARCIA
Representing Canutillo HS
February 2022
TAFE

FIRST NATIONAL QUALIFIER ●●●

- ENROLLED IN THE 1ST COHORT OF EDUCATION AND TRAINING CLUSTER (EARLY LEARNING)
- TEXAS ASSOCIATION OF FUTURE EDUCATORS (TAFE) (STATE ORGANIZATION), EDUCATORS RISING (NATIONAL ORGANIZATION)
- FIRST NATIONAL QUALIFIER FOR CANUTILLO ISD
- WON 1ST PLACE IN PUBLIC SPEAKING AND WILL REPRESENT CANUTILLO ISD AND HER COMMUNITY IN WASHINGTON, D.C. IN SPRING OF 2022
- WE HOPE SHE ATTAINS HER EDUCATIONAL AIDE 1 CERTIFICATION AS WELL AS PASS HER PARAPROFESSIONAL EXAM PRIOR TO GRADUATION.

"Grow Our Own!"



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)

CPulley
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):



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):



Board of Trustees

Meeting Date: 3/22/2022

Executive Summary of Board Agenda Item

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

Justification Statement: Presentation for your review and acceptance of the donations report for donations received February 2022.

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

Staff Responsible: Cristina Pulley
Signature of Requester(s)
Cristina Pulley *Cristina Pulley* 02/28/2022
Signature of Presenter(s)
Elizabeth B. Sida 2/28/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

Financial Services Department present the following donations report of donations received February 2022, for the Boards review and approval.

RECOMMENDATION: Administration recommends that the Board accept this donations report as presented

PRIOR BOARD ACTION: Yes AWARDED: NA AWARDED AMOUNT: NA

2/22/2022

AMOUNT(S): \$4,275.00

ACCOUNT NO(S):
NA

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

REQUESTING DEPARTMENT:
NA

CONSEQUENCES OF NON-APPROVAL:
NA

IMPLEMENTATION TIMELINE:
NA

ATTACHMENT(S): ✓ Donations Report



CISD Approved Donations: January 2022

Board Approval Date: February 22, 2021							
Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
2/4/2022	J. Gomez Livestock	413 La Florida Dr	Canutillo, TX 79835	Ck 2625, Cash donation	Canutillo High School	Football Program	\$ 400.00
2/9/2022	Irma Barraza	370 Chicken Farm Rd	Vinton, TX 79821	Shirts	Canutillo High School	Football Program	\$ 100.00
2/11/2022	Red Hawks PTO	NA		PTO Monetary Donations	Reyes Elementary	RES Teacher Staff Fundraising	\$ 2,475.60
2/14/2022	Helen of Troy	1 Helen of Troy Plaza	El Paso, TX 79912	Casg	Deanna Davenport Elementary UIL	Contribute to lunch cost for UIL at DDE	\$ 500.00
	On-Line Donations (See attached report) period						\$ 800.00
							\$ 4,275.60

CISD Approved Online February 2022 Donations

Date	Item Name	Sub Total	Purchaser First Name	Purchaser Last Name	Address 1	Address 2	City	State	Zip
2/8/2022	Canutillo High School Donations - CHS Football - Replace Lockers Donation	400.00	Matthew	Gasca	59132 Arbol Pl		El Paso	TX	79932
2/18/2022	Canutillo High School Donations - CHS Football - Replace Lockers Donation	400.00	Genevieve	Martin	5888 Valle Bello		El Paso	TX	79932
	Total Online Donations	800.00							

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)

CPulley
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, Director of Financial Services

DATE: March 1, 2022

SUBJECT: Budget Amendments for February 2022

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

Admin Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration

11 Instruction + 12 Instructional Resources/Media Services +
13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BJE 341730 – This budget amendment will allocate funds from the Child Nutrition Fund Balance for kitchen equipment and upgrades to campus cafeteria remodels. 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	\$ (2,437,727)	\$ 400,000	\$ (2,037,727)
101.35.6639.00.909.99	Capital Outlay Furniture & Equipment	\$ 190,000	\$ 200,000	\$ 390,000
101.35.6397.00.909.99	Controlled Assets Other-Furniture & Equipment	\$ 438,000	\$ 200,000	\$ 638,000

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

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).

For additional information regarding Canutillo Independent School District's policy of nondiscrimination contact the Human Resources Division: (915) 877-7423 | 7965 Artcraft Dr. | El Paso TX 79932.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation to approve a quote submitted by Bomanite Artistic Concrete & Pools for the work required to resurface CHS' band & choir room floors.

Justification Statement: In accordance with CH (Local): "...Any single, budgeted purchase of goods and services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place..."

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

Staff Responsible: [Signature] Bruno Vasquez 2/28/2022
Signature of Requester(s)
Signature of Presenter(s)
Business Services Approval (Initials)
Date

Agenda Summary: CHS' Band Director requested the removal of the existing flooring in the band and choir rooms to improve the acoustical properties of the rooms; however, without the carpet, the floor will have an exposed concrete finish. The Facilities Department obtained quotes from vendors to refinish the floors similarly to the existing finish found at Reyes ES.

RECOMMENDATION: Administration recommends approval of the proposal received from Bomanite Artistic Concrete & Pools, totaling \$54,410 for the work required to resurface CHS' band & choir room floors.

PRIOR BOARD ACTION: None AWARDED: N/A AWARDED AMOUNT: N/A

AMOUNT(S): \$54,410.00

ACCOUNT NO(S): 199.51.6319.01.001.99

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

REQUESTING DEPARTMENT: Facilities Department

CONSEQUENCES OF NON-APPROVAL: The band and choir rooms learning environment will remain in sub-optimal conditions.

IMPLEMENTATION TIMELINE: Upon approval

ATTACHMENT(S): X Proposals received, Cost Analysis 63

**Canutillo Independent School District
Facilities & Transportation Department**

Cost Analysis		
Description		
CHS' band and choir room floor resurfacing		
Vendor A	Vendor B	Vendor C
Bomanite Artistic Concrete & Pools	Basic IDIQ	Sundek
Total: \$54,410.00	Total: \$74,732.17	Total: \$158,508.00

**1860 W. Paisano
El Paso, TX 79922**

Phone # (915) 533-6497 bomanite1@msn.com
Fax # (915) 542-4248 www.bomaniteconcrete.com

Exhibit A

Date	Estimate #
12/17/2021	3404

Contractor / Owner Name / Address
Albert Castañeda 6675 Desert Blvd El Paso, Texas 79932 915-479-8119 jcastaneda@canutillo-isd.org

Job Address
Albert Castañeda 6675 Desert Blvd El Paso, Texas 79932 915-479-8119 jcastaneda@canutillo-isd.org

P.O. No.	Terms	New Mexico License # 91908	Project #
		Estimate prepared by: Aaron Echaniz	

Description	Square Footage	Unit Price	Total
Remove all carpet and wall base from band & choir room, remove all lockers to designated area. All other equipment, furniture, and instruments to be removed by others.	1	4,500.00	4,500.00
choir Room Polished concrete polished in accordance with specification 033543 Bomanite Polishing process	1,210	8.00	9,680.00
Band Room Polished concrete in accordance with specification 033543 Bomanite Polishing process	3,810	8.00	30,480.00
All material and labor to be supplied by Bomanite Artistic Concrete.			
New 4" resilient base installed	1	2,200.00	2,200.00
Reinstall locker & furniture	1	4,500.00	4,500.00
Surface protection including O.H. Panels	1	1,500.00	1,500.00

This is an estimate only, not a contract unless signed by the customer. This estimate is for completing the job described above based on our current evaluation. It does not include unforeseen price increases for additional labor and materials which may be required should problems arise.

Subtotal
Sales Tax (8.25%)
Total

Customer Signature _____

Date _____

Thank you for your interest in Bomanite Artistic Concrete!!!

**1860 W. Paisano
El Paso, TX 79922**

Phone # (915) 533-6497 bomanite1@msn.com
Fax # (915) 542-4248 www.bomaniteconcrete.com

Exhibit A

Date	Estimate #
12/17/2021	3404

Contractor / Owner Name / Address
Albert Castañeda 6675 Desert Blvd El Paso, Texas 79932 915-479-8119 jcastaneda@canutillo-isd.org

Job Address
Albert Castañeda 6675 Desert Blvd El Paso, Texas 79932 915-479-8119 jcastaneda@canutillo-isd.org

P.O. No.	Terms	New Mexico License # 91908	Project #
		Estimate prepared by: Aaron Echaniz	

Description	Square Footage	Unit Price	Total
Dumpster rental	1	700.00	700.00
Cleaning crew for final clean up	1	850.00	850.00

This is an estimate only, not a contract unless signed by the customer. This estimate is for completing the job described above based on our current evaluation. It does not include unforeseen price increases for additional labor and materials which may be required should problems arise.

Subtotal	\$54,410.00
Sales Tax (8.25%)	\$0.00
Total	\$54,410.00

Customer Signature _____ **Date** _____

Thank you for your interest in Bomanite Artistic Concrete!!!



December 06,2021

Canutillo Independent School District
7311 Bosque Rd,
Canutillo, TX 79835

Attention: Bruno Vasquez

Reference: Canutillo High School Band Room & Choir Room Floor Stain

Subject: Price Proposal

Dear Mr. Vasquez,

Basic IDIQ Inc. is pleased for the opportunity to submit this proposal for the noted work and will be looking forward to hearing from you in the near future. Please contact me directly at any time if any clarifications or if further information is needed. Basic IDIQ Inc. is prepared to start work 14 days from the notice to proceed.

Please find the attached Scope of work, Cost works breakdown, and cost summary.

Purchasing cooperative for this project is TIPS. Contract No. RCP181101 JOC

Respectfully,

Isidoro Esparza
Project Manager
Basic IDIQ Inc.
915.309.6682
IEsparza@BasicIDIQ.com

Attachments:

- A. Scope of Work
- B. Cost Works Breakdown
- C. Cost Summary



SCOPE OF WORK
Canutillo ISD
Canutillo High School Band & Choir Room
Floor Stain
12/06/2021
Tips

GENERAL:

This proposal provides for the Removal of Carpet on band room and stain floor for Band & Choir Room. Work includes removal of furniture, carpet, sand floor and stains color on Band Room, relocation of furniture, sand floor and stain color on Choir Room. This project will be phased as required to accommodate the school business and traffic

1.0 SCOPE OF WORK:

In accordance with this scope of work all labor, materials, supervision, equipment, insurances, taxes, overhead, and all other things or services necessary to install components and systems to provide for the renovation of the affected areas as indicated herein.

Work includes but is not limited to the following:

1.1 Demolition:

- 1) Disassemble of lockers and move furniture on Band Room
- 2) Move of furniture on Choir Room
- 3) Removal of 3,500 sq ft approx of carpet on Band Room
- 4) Removal of 400 lf approx of wall base

1.2 Installation:

- 1) Polish concrete of 5,000 sq ft approx following specs 033543
- 2) Manufacturer: Luma Concrete Systems as Specified
- 3) Finish: Level 3 (Salt and Pepper)
- 4) Color: Dye of Stain to be selected by Owner
- 5) Installation of 400 lf approx of new wall base color selected by owner
- 6) Assemble and Install lockers on Band room
- 7) Move back all furniture
- 8) Final cleaning

2.0 DRAWINGS AND SPECIFICATIONS:

Drawings and specifications provided by CISD.

2.1 DRAWING AND SKETCHES:

Drawings provided by CISD.

2.2 SPECIFICATIONS:

Work shall be performed per the requirements of the latest edition of the applicable local, state and federal codes and standards. Details provided by CISD personnel but no exact equipment specifications were provided.

3.0 SUBMITTALS:

Subcontractor shall submit the indicated number of copies of each required submittal. Submittals shall be submitted and approved prior to incorporating that material or activity into the project. Submittals required by specification and/or drawings shall be made regardless of whether or not they are listed on this schedule.

3.1 SUBMITTAL TYPE AND DESCRIPTION OUTLINE:

Type	Description	Type	Description
A	Shop Drawings	F	Notification of Sample Availability
B	Manufacturer’s Catalog Cuts/Data	G	Application Instructions
C	Certificate/Certification	H	Operations & Maintenance (O&M) Manuals
D	Performance Test Reports	I	Color Samples
E	Sample of Testing	J	Red Line Drawings

3.2 PROJECT SUBMITTAL REQUIREMENTS:

Required Submittal	Quantity	Due Date	Type

4.0 SPECIAL CONSIDERATIONS:

Special considerations are applicable to this project as outlined in the following:

- 4.1** Engineered drawings will not be required for this project.
- 4.2** BASIC IDIQ, Inc. will contact the client project manager for equipment outages as required. Basic will provide a minimum of two (2) working day notice for proper outage coordination.
- 4.3** Normal working hours for this project is 7:30am to 6:30pm. Working outside of standard hours or on weekends and holidays will be coordinated and approved by the owner/client. Proposed numbers do include some premium time hours.
- 4.4** All work performed shall be in accordance with the applicable requirements of the latest edition of the Occupational Safety and Health Act (OSHA), Basic IDIQ Safety Manual and Client procedures as applicable.
- 4.5** Work areas will be maintained in a clean and orderly manner with materials, tools, and equipment properly stored and utilized to prevent hazards for worker and incidental personnel in the area. Provide barricades, signs, and other devices as necessary to ensure facility occupants are notified and shielded from dangers that work areas may pose
- 4.6** Work activities and installations are subject to in process inspections and completion inspections by the Client personnel. No “hold points” are imposed on this project; however, items/materials installed which are not accessible after installation may be subject to rework if verification of acceptable installation is not possible
- 4.7** Owner property will be properly protected from damage by construction activities.
- 4.8** Please note that this proposal is good for **30 days** unless extension is agreed by Basic IDIQ.

5.0 Exclusions:

All exclusions are applicable to this project as outlined in the following:

- 1) Asbestos or Lead abatement.
- 2) Repair any existing damage
- 3) Any work outside of this Scope.

CostWorks 2021 - Canutillo HS Band & Choir Room Floor Stain

Qty	CSI Number	Description	Unit	Bare Mat.	Bare Labor	Bare Equip.	Total	Total Incl. O&P	Note
70	01930 950 7140	Moving equipment, remove and reset, 100' distance, no obstructions, assembly or leveling unless noted, storage rack, open, large	Ea.	0.00	4,448.00	0.00	4,448.00	7,158.50	Band Equipment Storage Remove and Re Install
3,500	09050 520 0560	Carpet tile, permanent adhesive, removal	S.F.	0.00	770.00	0.00	770.00	1,260.00	Carpet Removal
40	03354 310 0210	Polished concrete floors, processing of interior floors, grinding and edging with diamond/metal matrix, 40-grit, includes wet grinding, wet vac pick-up, auto scrubbing between grit changes	S.F.	1,300.00	25,400.00	9,320.00	36,020.00	53,000.00	Grainding concrete floors
5,000	09611 940 0320	Concrete stain, floors, interior, acid stain, two coats	S.F.	1,350.00	2,300.00	0.00	3,650.00	5,150.00	Stain Color on concrete

3,500	09050 520 0700	Flooring demolition, concrete, scarify skin	S.F.	0.00	4,200.00	3,080.00	7,280.00	10,010.00	Scarify Concrete
200	09050 520 8200	Flooring demolition, raised access floor	S.F.	0.00	212.00	0.00	212.00	336.00	Demolition of concrete bumps
400	09651 313 1100	Wall base, rubber, straight or cove, standard colors, 4" high, 1/8" thick	L.F.	616.00	368.00	0.00	984.00	1,260.00	Wall Base Installation
6	02411 919 0725	Selective demolition, rubbish handling, dumpster, 20 C.Y., 5 ton capacity, weekly rental, includes one dump per week, cost to be added to demolition cost	Week	3,156.25	0.00	0.00	3,156.25	3,500.00	Dumpster Rental
Totals				\$6,422.25	\$37,698.00	\$12,400.00	\$56,520.25	\$81,674.50	



**Canutillo HS
Band & Choir Room
Floor Stain
Cost Summary
Revised**

Means Based Pricing \$81,674.50

Bid Coefficient (Means Based Pricing Only) 0.8900 \$ (8,984.20)
TIPS Contract No. RCP181101 JOC Subtotal \$ 72,690.31

Non Pre-Priced Items:

\$ -

 \$ -
 \$ -
 \$ -

 \$ -

Subtotal - Non Pre-priced

Subtotal \$ 72,690.31

Subtotal \$ 72,690.31

Total **\$ 72,690.31**

Payment and Performance Bonds 2.50% \$ 2,041.86

Final Total **\$ 74,732.17**

Proposal

Invoice # 2252

Fri, February 25, 2022



FROM :

Sundek Of The Rio Grande
El Paso, Texas
Phone: (915) 494 – 2271
E-mail: sundek_elpaso@yahoo.com

To:

Canutillo High School
6675 S. Desert Blvd
El Paso Tx 79932

Description:

- Phase One - Cover walls and air ducts with 4-mil plastic sheeting.
Remove 3,696 sqf of carpet and plastic molding
Remove lockers
- Phase Two - Remove 3,696 sqf of adhesive
- Phase Three - Repair cracks and expansions
- Phase Four - Densifer to start grinding to expose the aggregate (salt & pepper) on 5,106 sqf of concrete floor
- Phase Five - Start grinding area with resin pads starting at 30 grit, 50 grit, 100 grit and 200 grit.
- Phase Six - Complete grinding using resin pads starting at 100 grit, 200 grit and 400 grit
- Phase Seven - Apply densifier and allow to cure 48 hours
- Phase Eight - Once customer is satisfied with grinding, polishing will begin with resin pads starting at 400 grit and 800 grit.
- Phase Nine - Apply a coat of concrete floor polish to complete project

- Payment schedule as follows -

Project beginning - \$52,836.00

Phase four - \$52,836.00

Project completion - \$52,836.00

Total: \$158,508.00

Buyer Signature

Date

Sundek Representative

73

Date

Notes:

Please contact Pedro Cobos at your earliest convenience by cell at (915) 494 – 2271 .

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discuss recommendation to approve purchase of access points from ANM for CHS access points, in an effort to modernize our aging system to support student learning, in the amount of \$171,974.16.

Justification Statement: The district is starting to see decreased performance from aging system (2015) and we need to provide a better suited environment.

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

Staff Responsible: Oscar Rico 

Signature of Requester(s)
Oscar Rico 
Signature of Presenter(s)

Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

The district needs to provide a better suited environment to increase performance at Canutillo High School. Administration is requesting that the Board approve the purchase of 180 access points to provide connectivity to CHS, in the amount of 171,974.16 with 5 year licensing.

RECOMMENDATION: Administration recommends that the Board approve the purchase of 180 access points from ANM in the amount of \$171,974.16 with 5 year licensing

PRIOR BOARD ACTION: no AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$171,974.16

ACCOUNT NO(S): ESSER accounts pending Finance

PROCUREMENT METHOD TYPE: (3 Quotes, Cooperative Contract Quotes, Sole Source, Formal Bid)
3 quotes and DIR vendor.

REQUESTING DEPARTMENT:
Technology Services

CONSEQUENCES OF NON-APPROVAL:

The high school is currently facing severe connection issues with the expansion of devices, it will affect our ability to provide a stable wireless network for the campus.

IMPLEMENTATION TIMELINE:

Summer 2022, this is in addition to our E-Rate allotment of 1 million dollars expected to be consumed modernizing all secondary campuses to occur during summer 2022.

ATTACHMENT(S): X Vendors Quotes





Oscar Rico <orico@canutillo-isd.org>

Lease

2 messages

Al Zayed <Al.Zayed@anm.com>
 To: Oscar Rico <orico@canutillo-isd.org>

Wed, Feb 23, 2022 at 3:38 PM

Good Afternoon Dr. Rico,

Please see below the updated BOM that I sent to Barb and Susan to approve based on the below reflected discounts. I modified it from all MR46 to a combination of MR46 and MR56 (for HD areas).

In addition, attached is the preliminary form for that needs to be filled out to start the leasing process. The Cisco Capital SME (David Wright) is also available for a WebEx in case you or the financial team would like to meet with him and get some clarifications and answers.

CHS AP Lease

All prices are shown in USD

Part Number	Smart Account Mandatory	Description	Unit List Price	Pricing Term	Qty	Unit Net Price	Extended Net Price
MR46-HW	-	Meraki MR46 Wi-Fi 6 Indoor AP	1,886.71		168	735.82	123,617.76
LIC-ENT-5YR	-	Meraki MR Enterprise License, 5YR	531.50		180	207.29	37,312.20
MR56-HW	-	Meraki MR56 Wi-Fi 6 Indoor AP	2,359.86		12	920.35	11,044.20

Valid through:		Product Total	171,974.16
FOB Point:	None	Service Total :	0.00
		Subscription Total	0.00
		Total Price:	171,974.16

Thanks,

-Al




Al Zayed
 Senior Account Manager

al.zayed@anm.com
 Office: (915) 284-6770
 Mobile: (915) 730-5502

500 W Overland Ave, Suite 250P | El Paso, TX 79901

[Connect with me on LinkedIn](#)

www.anm.com

 **KGF CISCO Essential Use_Schedule Set Up Form_2020.docx**
128K

Oscar Rico <orico@canutillo-isd.org>
To: Al Zayed <Al.Zayed@anm.com>

Wed, Feb 23, 2022 at 3:39 PM

Great. Thanks

[Quoted text hidden]

--

Dr. Oscar Rico
Executive Director
Technology Services
Canutillo ISD

TO: Canutillo Independent School District
 Oscar Rico
 7965 Artcraft Rd
 El Paso, TX 79932

 orico@canutillo-isd.org
 (p) 9158777420
 (f) (915) 877-7407

FROM: Presidio Networked Solutions Group, LLC
 Daniel Guzman
 10415 Morado Circle
 The Campus Building 1
 Suite 320
 Austin, TX 78759

 dguzman@presidio.com
 (p) +1.512.795.7146

Customer#: CANUT001

Contract Vehicle: Texas Region 19 Allied States Cooperative RFP 22-7429

Account Manager: Daniel Guzman

Inside Sales Rep: Greg Hubbard

Title: Meraki Wireless

#	Part #	Description	Unit Price	Qty	Ext Price
MR46-HW					
1	MR46-HW	Meraki MR46 Wi-Fi 6 Indoor AP	\$1,179.19	178	\$209,895.82
Total:					\$209,895.82
LIC-ENT-3YR					
2	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$184.26	178	\$32,798.28
Total:					\$32,798.28

Sub Total:	\$242,694.10
Grand Total:	\$242,694.10

This quote is governed by Terms and Conditions of Region 19 Allied States Cooperative RFP 22-7429 Technology, Hardware, Software, Services and Related (Supplemental) Contract.
 State of Texas Vendor ID 17605152499
 Standard-Terms-for-Purchase-of-Services or Goods
 Quote valid for 30 days from date shown above.
 Prices may NOT include all applicable taxes and shipping charges
 All prices subject to change without notice. Supply subject to availability.

Purchase Order should be issued to:
 Presidio Networked Solutions Group, LLC
 7701 Las Colinas Ridge #600
 Irving, TX 76053

Pursuant to this contract your PO must reflect the following contract:
 Region 19 Allied States Cooperative RFP 22-7429 Technology, Hardware, Software, Services and Related (Supplemental) Contract.

Credit: Net 30 days (all credit terms subject to prior Presidio credit department approval)
 Delivery: FOB Destination

Customer hereby authorizes and agrees to make timely payment for products delivered and services rendered, including payments for partial shipments

 Customer Signature

 Date

REDGEAR LLC
 123 W Mills Ave Suite 503
 El Paso, TX 79901 US
 (915) 245-0000
 ap@redgear.com
 www.redgear.com

Quote



Business Technology Solutions

ADDRESS
Canutillo Independent School District PO Box 440 Canutillo, TX 79835

SHIP TO
Canutillo Independent School District PO Box 440 Canutillo, TX 79835

QUOTE #	DATE	EXPIRATION DATE
3012	03/04/2022	03/30/2022

ACTIVITY	QTY	RATE	AMOUNT
Hardware: Cisco Hardware MR46-HW Meraki MR46 Wi-Fi 6 Indoor AP	168	805.88	135,387.84
Hardware: Cisco Hardware MR56-HW Meraki MR56 Wi-Fi 6 Indoor AP	12	997.14	11,965.68
Hardware: Cisco Hardware LIC-ENT-5YR Meraki MR Enterprise License, 5YR	180	241.33	43,439.40

SUBTOTAL	190,792.92
TAX	0.00
TOTAL	\$190,792.92

Accepted By

Accepted Date

Key Government Finance



Key Government Finance, Inc. on behalf of Cisco Systems Capital Corp.

Essential Use Form/Schedule Set Up

Customer Information

Borrower's legal name as shown on audited financials:									
Contact name:									
Website to obtain 3 years of audited financials found at:									
Street Address		City			State		Zip		
Phone Number		Fax Number							
Email		EIN (Required)							

Invoices to be sent to:

Contact name		Department					
Street Address		City		State		Zip	
Phone Number		Fax Number		Email			
Special Instructions							

Project Information

Equipment/Product/Software/Services Description (please refrain from using acronyms or part numbers):

--

What is the purpose of this acquisition, what makes it essential & what benefits are expected (eg, cost savings, productivity, functionality, etc.)?

--

Is this replacing equipment, expanding an existing system or completely brand new?	Replacement: <input type="checkbox"/> Expansion: <input type="checkbox"/> New: <input type="checkbox"/>
If replacement, what is the age of the equipment it is replacing?	If replacement or expansion, is the existing equipment paid off? Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Are you self-insured for property damage?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Are you self-insured for liability?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
What is your current liability coverage limit?	\$	Are you a member of a managed risk pool for insurance?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Will Key Government Finance be listed as Loss Payee and Additional Insured on the insurance certificates?			Yes: <input type="checkbox"/> No: <input type="checkbox"/>

Will any loan or grant proceeds be used as the dedicated source of repayment for this financing?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>	Have you ever defaulted, failed to pay or non-appropriated on a lease purchase, loan or bond?	Yes: <input type="checkbox"/> No: <input type="checkbox"/>
For any payments due in your current FY, have those payments been formally appropriated?			Yes: <input type="checkbox"/> No: <input type="checkbox"/>
If no, or if your 1st payment is due in next fiscal year, has this been formally approved by board resolution?			Yes: <input type="checkbox"/> No: <input type="checkbox"/>
Will payments be made from your General Fund?			Yes: <input type="checkbox"/> No: <input type="checkbox"/>
If no, which fund & provide page in most recent audit where found?			

What is your population, enrollment or number of customers?		As of what date?	
What is your taxable assessed value?		As of what date?	

Submitted By (Name):		Title:	
Signature		Date:	

- So that we may begin our credit review process, please scan and email this application, along with your equipment quote (bill of materials) to jason.m.hennings@key.com.
- Additionally, please email or mail the 3 most recent copies of your Audited Annual Financial Statements, plus a copy of this year's budget to: jason.m.hennings@key.com or Key Government Finance, Inc., Attn: Jason Hennings, 1000 S. McCaslin Blvd., Superior, CO 80027

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of Memorandum of Understanding between Canutillo ISD and Education Service Center Region 19 to participate in the Texas Student Data System (TSDS) Support Cooperative 2021-2022

Justification Statement: The TSDS support cooperative is designed to provide support with the TSDS initiative by the Texas Education Agency. The Texas Student Data System is the statewide system that modernizes and improves the quality of data collection, management and reporting in Texas education. Using the train the trainer model, ESC Region 19 will provide training to the LEA's TSDS stewards on all modules necessary in order to support TSDS. The Goal of the TSDS Cooperative is to continue to provide in-depth timely information on critical issues, support and training.

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

Staff Responsible: Dr. Oscar Rico
Signature of Requester(s)
Dr. Oscar Rico
Signature of Presenter(s)

Sonia Gomez *Date*
Business Services Approval (Initials)

Agenda Summary:

This cooperative provides:
Support and train-the-trainer sessions to the LEA's TIMS steward;
Support and train-the-trainer sessions the LEA's Technical steward;
Support and train-the-trainer sessions to assist LEA's with TSDS PEIMS;
Support and train-the-trainer sessions to support the current TSDS Core Collections;
Two half-day sessions for the LEA's PEIMS coordinators on the latest updates affecting all PEIMS related areas

There is a membership fee of \$1,250.00 to participate in the TSDS support cooperative.

RECOMMENDATION: It is recommended that the Board approve this Memorandum of Understanding for the the district to join the ESC Region 19 TSDS Cooperative to receive the services listed.

PRIOR BOARD ACTION: **AWARDED:** **AWARDED AMOUNT:**

AMOUNT(S): \$1,250.00

ACCOUNT NO(S):
199.53.6239.00.728.99

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

Memorandum of Understanding

REQUESTING DEPARTMENT:

Information Technology Services

CONSEQUENCES OF NON-APPROVAL:

The district will not receive the level of support to maintain the LEA's steward's knowledge base or the support for current and new collections on TSDS.

IMPLEMENTATION TIMELINE:

Annually: Upon Fully executed MOU

ATTACHMENT(S): Allied States, Texas Student Data Systems (TSDS) Support Cooperative 2021-22 MOU



**Texas Student Data Systems (TSDS) Support Cooperative
 2021-2022 Memorandum of Understanding (MOU)
 071907 – Canutillo ISD**

The above listed LEA agrees to participate in the Texas Student Data Systems (TSDS), Support Cooperative with Education Service Center Region 19 (ESC Region 19) during the 2021-2022 school year,

Description:

The TSDS Support Cooperative is designed to provide support with the TSDS initiative by the Texas Education Agency. The Texas Student Data System is the statewide system that modernizes and improves the quality of data collection, management and reporting in Texas education. Using the train-the-trainer model, ESC Region 19 will provide training to the LEA's TSDS stewards on all modules necessary in order to support TSDS. The Goal of the TSDS Cooperative is to continue to provide in-depth timely information on critical issues, support and training with current and new TSDS initiatives for the LEA's TSDS Stewards.

The TSDS Support Cooperative cost,

- **TSDS Support (\$1,250)** - This level of support will maintain the LEA's steward's knowledge base and provide support for all current and any new core collections for TSDS;

TSDS / PEIMS support provided to all ESC Region 19's LEAs free of charge from local ESC funds:

- Provide telephone support and technical assistance to the LEA's TSDS stewards;
- Assist LEA's with their PEIMS data submissions in order to meet published deadlines;
- Utilize the edit rules in the Data Standards in the review of the data submitted by LEA's;
- Verify that the LEA's submissions contain data for all records required by the collections;
- Ensure that all fatal errors are corrected;
- Accept the LEA's PEIMS submissions by the specified due dates for each collection;
- Include the LEA's Stewards on the appropriate ESC- R19 TSDS Stewards email list-serve;
- Monitor the LEA's UID PET file submissions;
- Provide access to PEIMS-related training materials on the ESC Region 19 PEIMS website;
- Assist the LEA in identifying resources which can be used to answer PEIMS-related questions;

LEA's joining the ESC Region 19 TSDS Cooperative will receive the services listed above at no charge; as well as the additional services and training opportunities listed below.

TSDS / Legacy PEIMS Fee Based Services - ESC Region 19 agrees to:

- Provide support and train-the-trainer sessions to the LEA's TSDS TIMS steward;
- Provide support and train-the-trainer sessions to the LEA's Technical steward;
- Provide support and train-the-trainer sessions to assist LEA's with TSDS PEIMS;
- Provide support and train-the-trainer sessions to support current TSDS Core Collections;
- Provide two sessions on the latest updates affecting all TSDS collections;
- Provide one half-day session, an introduction to PEIMS, including TEDS, UID, and TREX;
- Monitor and review all LEA's data submissions to ensure that TEA due dates are being met;
- Provide LEA's PEIMS Coordinators with TSDS PEIMS file comparisons with prior year submissions;
- After hours support services, ESC Region 19 TSDS personnel will work collaboratively with the LEA's TSDS stewards to assist with required TSDS Submissions, in order to meet state mandated deadlines. This service provided only on dates files are due to TEA provided advance notice is received;

Each participating LEA agrees to:

- Attend all applicable TSDS sessions to ensure that all materials are received and discussed, if attendance is not possible a copy of the presented material will be made available;
- Provide contact information for all of the LEA's TSDS Stewards;
- Meet the ESC's established due dates for all TSDS data submissions so as to allow sufficient time for ESC Region 19 personnel to review and accept the LEA's data before the TEA deadline;
- This Memorandum of Understanding, its fees or services may be modified or amended if required;

Membership Options

Initial the Selected Option

_____ **Option 1.) TSDS Co-op Member – Membership Fee \$1,250.00**

- Membership covers the cost for 4 LEA attendees per session, after which there will be a charge of \$250.00 per attendee / session
- Unlimited support for TSDS and Legacy PEIMS Edit+

_____ **Option 2.) Non-Member – Membership Fee \$0.00**

- All TSDS / Legacy PEIMS session fees: \$500.00 per attendee / session
- TSDS / Legacy PEIMS fee-based support \$100.00 per hour (1/4-hour minimum)
- *(Open / Blanket Purchase Order Required)*

Option Choice: _____ **PO Number:** _____

Signature of Superintendent / Designee **Date**

Name of LEA Contact **Phone Number** **email**

Name of LEA Secondary Contact **Phone Number** **email**

Education Service Center Region 19 Executive Director **Date**

For additional information, contact:

MIS Manager Joel Molina
Education Service Center Region 19
6611 Boeing Drive • El Paso, Texas 79925
Phone 915-780-6594 • Fax: 915-780-6582 • jmolina@esc19.net

Board of Trustees

Executive Summary of Board Agenda Item

Meeting Date: 3/22/2022

Subject/Title for Agenda Posting: Approval to Purchase Panorama Education SEL Curriculum from Panorama Education Inc., utilizing Harris County Choice Partners Contract #21/031KN-44 in the amount of \$71,050.00

Justification Statement: Social Emotional Learning is a District Guarantee. Panorama Education is a curriculum that will be used by teachers, staff, counselors, and social workers to assess and support social emotional learning in the classroom.

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

Staff Responsible: Nicole Mandes 2/15/2022
Signature of Requester(s)
Nicole Mandes
Signature of Presenter(s)
 Elizabeth B. Sida 2/15/2022
Business Services Approval (Initials) *Date*

Agenda Summary:

As stated in Board Policy CH (Local), any single, budgeted purchase of goods or services that costs \$50,000 or more, regardless of whether the goods or services are competitively purchased, shall require Board approval before a transaction may take place.

Panorama Education is a social emotional curriculum that includes dashboards and reporting for teachers, student support staff, school administrators, and district administrators. The platform includes ongoing integration of Frontline/TEAMS and standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics. The platform has ongoing integration of STAAR scores (from Eduphoria), iStation, and College Board assessments and Intervention tracking, which provides staff members a clear picture of students' social emotional health and the relation to academic achievement.

RECOMMENDATION: Administration recommends that the Board Approve this purchase

PRIOR BOARD ACTION: N/A **AWARDED:** N/A **AWARDED AMOUNT:** N/A

AMOUNT(S): \$71,050.00

ACCOUNT NO(S): 282.11.6299.00.920.11 2021

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

Cooperative Contract

REQUESTING DEPARTMENT:
 Student Support Services

CONSEQUENCES OF NON-APPROVAL:

We will be required to create social emotional lessons without access to the data integration and utilization of student information. Teachers will have to develop SEL lessons without an evidence based curriculum like Panorama.

IMPLEMENTATION TIMELINE:
 Spring 2022

ATTACHMENT(S): X Quote from Panorama Education, Inc.
 Copy of Choice Partners Award Confirmation





PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #21/031KN-44

Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Canutillo Independent School District	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Nicole Morales, District Lead Counselor	<i>Primary Contact, Title</i>	Kevin Hazel, Texas Outreach Director
<i>Billing / Payment Address</i>	P.O. Box 100	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Canutillo, TX 79835	<i>City / State / Zip</i>	Boston, MA 02108
<i>Email</i>	nrocha@canutillo-isd.org	<i>Email</i>	khazel@panoramaed.com
<i>Phone</i>	915-877-7508	<i>Phone</i>	978-394-1115
<i>Billing Email Address</i>	accountspayable@canutillo-isd.org		
(1) Description of Services and (2) Fees			
Description of Services		Fees	
<p>Annual Licenses:</p> <p>Panorama Student and Staff Surveys and SEL: Platform License Access to Platform and Support (as defined in the Terms and Conditions):</p> <ul style="list-style-type: none"> • Survey administration, analysis and reporting. • Student surveys • Staff surveys • Check-in Tool <p>Panorama Student Success: Platform License Access to Panorama Student Success Platform and Support (as defined in the Terms and Conditions):</p> <ul style="list-style-type: none"> • Dashboards and reporting for teachers, student support staff, school administrators, and district administrators • Ongoing integration of Frontline/TEAMS and standard filters into Student Success platform. Includes behavior, attendance, coursework, rosters, and demographics • Ongoing integration of STAAR scores (from Eduphoria), iStation, and College Board assessments • Intervention tracking 		<p>Effective Date:</p>	<p>Date agreement is counter-signed by all parties.</p>
		<p>Contract Term: (From Effective Date)</p>	<p><u> 1 </u> Contract Year</p>
		<p>Annual License Fee:</p>	<p>\$53,550 / year</p>
		<p>Subtotal License Fee Over Contract Term:</p>	<p>\$53,550</p>



PANORAMA EDUCATION – SERVICE ORDER



Harris County Choice Partners Contract #21/031KN-44

Client Signature:	Print Name, Title:	Date:
Panorama Signature:	Print Name, Title:	Date:

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BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians (“Platform”). The client named on the Service Order attached hereto (“Client”) and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, (“SO”), these terms (“Terms” and collectively with the SO, “Agreement”). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client’s students, employees, and parents and authorized guardians of Client’s students, all as applicable and described in the relevant SO, (“Authorized Users”)), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client’s use, in accordance with applicable laws and regulations and the Platform’s intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove

or obscure any proprietary notices or labels of Panorama or its suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama’s activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client’s activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual’s information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations (“FERPA”) and the Protection of Pupil Rights Act and its implementing regulations (“PPRA”). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children’s Online Privacy Protection Act (“COPPA”)) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, (“Client PII”) and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, (“Non-PII” and together with PII “Client Data”). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama’s obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets (“Blind Data”) and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create

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derivative works of and use Non-PII, for any and all purposes, in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims

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it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to

Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S

INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement

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infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or use of the Panorama with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure

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Terms

caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and

detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

[Print Info.](#)

Panorama Education, Inc.

Contract Category: Technology Products and Services

Contract Number: 21/031KN-44

Contract Terms:

Initial Award Date: June 16, 2021
Current Expiration Date: June 15, 2022
Renewal Options Remaining: 3

CP Contract Manager:

Kristi Nichols
kristi@choicepartners.org
713-696-1337

Contract Partner: Panorama Education, Inc.



Contract Partner Web Site:
<http://www.panoramaed.com>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Technology Products and Services
MUST mention **RFP 21/031KN-44** when contacting vendor.

HUB Status: No

MWBE Status: No

SBE Status: No

ABOUT THIS PARTNER:

Panorama was founded in 2012 with a focus on using research-backed feedback surveys and a leading technology platform to drive meaningful improvements in climate, engagement, leadership, and well-being in K12 classrooms, schools, departments, and districts. We have invested heavily in research and development to provide valid and reliable survey instruments, a robust yet user-friendly technology platform, data analytics and reporting to bolster MTSS and RTI, and a wealth of tools and resources to help educators take action based on their data. Today, we support over 1,500 school districts across all 50 states in collecting feedback from more than 11 million stakeholders. We support 33 of the 100 largest districts in the nation and partner with clients including Dallas Independent School District, Indiana Department of Education, New York City Department of Education, Rhode Island Department of Education, San Francisco Unified, and Seattle Public Schools.

To see contract information details, please login.

If you are a **Member**, [please login here](#).

Request for Taxpayer Identification Number and Certification

**Give Form to the
requester. Do not
send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Panorama Education, Inc.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions. 24 School Street, 4th Floor		Requester's name and address (optional)
	6 City, state, and ZIP code Boston, MA 02108		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
9	0	-	0	9	9	5	9	5	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Leigh-Anne LaCourse</i>	Date ▶ 01 / 06 / 2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments.

You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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):





**Shared Service Arrangement for Participation in the
Goodbuy Purchasing Cooperative
(A program of the Education Service Center, Region 2)**

Board Resolution

Canutillo Independent School District, and
(local government name)

WHEREAS, the Canutillo Independent School District, local government (Hereinafter "Member") pursuant to the authority by Article 791et.seq.of the Inter-local Cooperation Act, as amended, desires to participate in the Goodbuy Purchasing Cooperative.

WHEREAS, the Canutillo Independent School District, local government has elected to be a Member of the Goodbuy Purchasing Cooperative, a program created by local governments in accordance with the Inter-local Cooperation Act 791, Texas Government Code.

WHEREAS, the Member, is of the opinion that participation in the Goodbuy Purchasing Cooperative will be highly beneficial to the taxpayers of the local government through the efficiencies and potential savings to be realized through participation in this Shared Service Arrangement Resolution; and

WHEREAS, the Member desires to participate and join with other local governments in a cooperative inter-local agreement and a shared service agreement for the purpose of fulfilling and implementing their respective public governmental purposes, needs, objectives, programs, functions and services.

NOW, THEREFORE, BE IT RESOLVED, that the Member does request the Goodbuy Purchasing Cooperative include its stated needs for all categories of instructional goods and services, whereby the Member may be allowed to purchase those items from the Goodbuy Purchasing Cooperative contracts; and that the Goodbuy Purchasing Cooperative is authorized to sign and deliver all necessary requests and other documents in connection therewith for and on behalf of the Members that have elected to participate in this agreement.

FURTHER, BE IT RESOLVED, that the Board of Directors of the Member does hereby authorize its Board President, Superintendent or other officer to execute this Agreement.

Revised 05/08/2014



FINALLY, BE IT RESOLVED that the execution of this Resolution shall evidence the election of the Member and eligible local governments to become members of the Multi-Regional Purchasing Program Shared Service Agreement upon the terms and conditions stated. The Board of Directors has, and at the time of adoption of this Resolution had, full power and lawful authority to adopt the foregoing Resolution and to confer the obligations, powers, and authority to the persons named, who hereby grant the power to exercise the same.

I certify that the foregoing is a true and correct copy of the Resolution duly adopted by the Canutillo Independent School District local government on the 22nd day of 2022, March, and that the same now appears of record in its official minutes.

Adopted and approved this 22nd day of March, 2022.

By: _____, Date: _____
(Local Government Official)

Sergio Coronado, Board President
(Title of Official)

Attest:

Patsy Mendoza Date: _____
(Secretary of the Board of Directors)



Interlocal Participation Agreement for the GoodBuy Purchasing Cooperative

The GoodBuy Purchasing Cooperative (“GoodBuy”), is a Purchasing Cooperative authorized by Tex. Gov’t Code §§ 791.001 *et seq.* as amended, operated by the Education Service Center, Region 2 (“Region 2 ESC”), a state agency, as authorized by Tex. Educ. Code (“TEC”) §8.002 and TEC §44.031(a)(4). The purpose of this Agreement is to facilitate compliance with state bidding requirements, to identify qualified vendors of commodities, goods and services, to relieve the burdens of the governmental purchasing function, and to realize the various potential economies, including administrative cost savings, for Program Members. Program Members may purchase goods and services from any and all GoodBuy vendors, under the same terms, conditions, and price as stated in each GoodBuy awarded contract. GoodBuy excludes engineering, architectural, land surveyors, doctors, nurses and construction services. The purchase of goods through GoodBuy includes the purchase of any services reasonably required for the installation, operation, or maintenance of purchased goods, where such services are included in the awarded Vendor contract.

MEMBERSHIP

1. **Program Members.** Program Members must be qualifying local governmental entities of the State of Texas or another State; or qualifying private non-profit entities with tax exempt status under IRS Code Section 501(c)(3), operating private schools or child care facilities.
2. To become a Program Member requires the approval of this Agreement by the governing body of the Member, and by the Region 2 ESC Board of Directors. Each Program member must submit a copy of this Agreement signed by an authorized representative of the Member, along with a signed copy of a Resolution approved by the Program Member’s governing body, to Region 2 ESC, as a condition of membership, as set forth below.
3. **Non-governmental Members.** In addition to the membership requirements set forth in Paragraph 2 above, all non-governmental entities seeking membership in GoodBuy must produce such documents as may be required from time to time by GoodBuy, to demonstrate each such non-governmental entity is eligible to become a Program Member under applicable law.
4. **Membership Term.** This Agreement shall be for one calendar year, which shall run from September 1 through August 31 of each calendar year, and shall become effective upon approval by both the Program Member’s governing body, and the Region 2 ESC Board of Directors. This Agreement shall automatically renew for successive one-year terms, unless sooner terminated as provided in this Agreement. The terms and conditions of this Agreement shall apply to the initial term of Membership and all renewals, unless the terms and conditions are modified in writing, and approved by the governing body of GoodBuy, the Region 2 ESC Board of Directors. There is no fee for Program Membership.
5. **Termination of Membership.** Either the Program Member or Region 2 ESC may elect to non-renew this Agreement by sixty (60) days written notice of non-renewal delivered to the designated representative of the other party, as set forth below. This Agreement may also be terminated by either party upon thirty (30) days prior written notice to the designated representative set forth below, with or without cause. If the Program Member terminates its participation during the term of this Agreement or if GoodBuy terminates participation of the Program Member under any provision of this Article, the Program Member shall bear the full financial responsibility for any purchases by the Program Member occurring after the termination date.



Services Provided by GoodBuy:

GoodBuy will:

- Provide the organization and administrative structure of the program, including all staff necessary for the efficient operation of the program;
- Solicit requests from Program Members for adding categories/commodities and relevant specifications, and quantity demands for goods and services that could be included in the GoodBuy program;
- Prepare specifications for procurement of goods and services to be included in the GoodBuy program;
- Publish solicitations for prices and bids from potential Vendors of goods and services to be included in the GoodBuy program;
- Qualify potential Vendors and their goods or services, based on published bid criteria, and including the conducting of due diligence of potential Vendors;
- Tabulate price quotes, unit prices, and other information provided by potential Vendors of goods and services, to determine awarded Vendors for specific goods and services;
- Making all Vendor background research information and bids, and GoodBuy awarded Vendor contract analysis information available to Program Members;
- Maintain and publish the list of all GoodBuy awarded contracts, including all relevant information about the goods and services available under each awarded Vendor contract; and
- Provide Members with procedures for ordering, delivery, and billing for Member purchases from GoodBuy vendors.

Region 2 ESC is the designated entity that shall supervise the GoodBuy performance of this Agreement.

Any written notice to the GoodBuy Purchasing Cooperative shall be made by first class mail, postage prepaid, and delivered to: GoodBuy Purchasing Cooperative, Education Service Center, Region 2, 209 N. Water St., Corpus Christi, Texas 78401-2528 or by e-mail sent and actually received by GoodBuy to a GoodBuy Relations Representative at goodbuy@esc2.net.

Member Obligations:

- Each Program Member warrants that all Vendor payments, or other disbursements required under this Agreement will be made from current revenues budgeted and available to that Member.
- Program Members commit to purchase goods and services that become part of the official GoodBuy products and services list when it is in the best interest of the member entity.
- Each Program Member agrees to prepare purchase orders or provide other documentation issued to the appropriate vendor from the official awarded Vendor list provided by GoodBuy clearly noting contract number on it, as may be required by Member policy and procedures; provide a copy of each such Purchase Order, or Member approved order confirmation, Vendor Invoice or other proof of purchase for a purchase to the GoodBuy representative no later than 60 business days of the Member purchase from a GoodBuy Vendor;
- Accept shipments of products or delivery of services ordered from vendors in accordance with standard GoodBuy purchasing procedures.



- Pay Vendors in a timely manner for all goods and services received.
- Report promptly in writing to GoodBuy any and all instances in which a Program Member has rejected goods or services delivered to the Member by any awarded GoodBuy Vendor, or has cancelled any previously approved Purchase Order or invoice Order for goods or services to be provided by any awarded GoodBuy Vendor, to the designated GoodBuy representative.
- It is also a condition precedent to the approval of this Agreement for each Program Member by the Board of Directors of Region 2 ESC, that each prospective Program Member shall designate the person or persons who have express authority to represent and bind the Program Members in the administration and operation of this Agreement, with respect to GoodBuy purchasing, and Region 2 ESC will not be obligated to contact any other individual(s) regarding GoodBuy matters. A Program Member may change the designated Member representative listed below at any time by submitting written notice to goodbuy@esc2.net.

Program Member Name: Canutillo Independent School District

Program Member Designated GoodBuy representative(s):

Name: <u>Elizabeth Sida</u>	Contact Information: _____
Title: <u>Purchasing Agent</u>	(Address) <u>7965 Artcraft</u>
Email: <u>esida@canutillo-isd.org</u>	City: <u>El Paso,</u> _____
Telephone: <u>(915) 877-7426</u>	State: <u>TX 79932</u>
Facsimile: _____	

The Program Member shall provide proof of goods and services purchased via any GoodBuy contract (purchase orders, monthly activity reports, order confirmations, invoices, etc.) to GoodBuy (all purchases conducted through GoodBuy Awarded Vendor contracts). These reports may be modified from time to time as deemed appropriate by GoodBuy.

GENERAL TERMS AND CONDITIONS

- 1. Governing Law and Venue.** The Program Member and GoodBuy agree that this Agreement is governed by the law of the State of Texas and the published policies and procedures of GoodBuy. Any and all suits arising from this Agreement shall be brought in a court of competent jurisdiction and venue shall lie in Nueces County, Texas.
- 2. Cooperation and Access.** The Program Member and GoodBuy agree that they will cooperate in compliance with any reasonable requests for information and/or records made by GoodBuy or the Program Member. GoodBuy reserves the right to audit the relevant records of any Program Member, and vice-versa.
- 3. Defense and Prosecution of Claims.** The ESC shall not be responsible or obligated to defend any claims against the Member or prosecute any claims on behalf of the Member.
- 4. Legal Counsel.** The Region 2 ESC shall not be responsible or obligated to provide or act as legal counsel to the Member with respect to any matter regarding this Agreement.
- 5. Purchase Contracts.** The Region 2 ESC and GoodBuy shall not be a party to any contracts made by the Member for the purchase of goods or services with any vendor through the GoodBuy program.



6. No Warranty. The Region 2 ESC and/or GoodBuy does not warrant, sponsor, or endorse the goods or services of any GoodBuy Vendor.
7. It is the responsibility of the Program Member purchasing from GoodBuy awarded vendors ensure that the applicable purchasing requirements for the Member are met in accordance with all applicable local, state and federal procurement law.
8. Mediation. All claims and disputes arising under this Agreement shall be submitted to non-binding mediation before a neutral mediator in Nueces County, Texas, with the party demanding mediation of a claim being obligated to pay all costs and expenses of mediation.
9. Compliance with Procurement Laws. GoodBuy shall use its best effects to solicit prices for goods and services in compliance with all applicable laws and regulations governing purchase contracts by Members, and will keep a record of its procurement methodology for inspection by any Member. Each Member is responsible for determining, in consultation with its legal counsel, whether purchasing through this cooperative will satisfy the requirements of any applicable law or regulation governing the Program Member.
10. This Agreement contains the entire agreement of the Parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without the express written consent of the Parties.
11. If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions of this Agreement shall remain in full force and effect
12. No Party to this Agreement waives or relinquishes any immunity or defense on behalf of itself, its directors, officers, employees, representatives and agents as a result of its execution of this Agreement and performance of the functions and obligations described herein.
13. **THE GOODBUY PURCHASING COOPERATIVE, ITS ENDORSERS, AND SERVICING CONTRACTORS HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, IN REGARD TO ANY INFORMATION, PRODUCT, OR SERVICE FURNISHED UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**
14. **THE PARTIES AGREE THAT IN REGARD TO ANY AND ALL CAUSES OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES**
15. **GoodBuy and Region 2 ESC, their ENDORSERS AND SERVICING CONTRACTORS, DO NOT WARRANT THAT THE OPERATION OR USE OF PROGRAM SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.**



16. Merger: The Interlocal Participation Agreement, Board Resolution, Terms and Conditions, and General Provisions represent the complete understanding of the GoodBuy Purchasing Cooperative, and Program Member electing to participate in the Program.

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

TO BE COMPLETED BY THE GOODBUY PURCHASING COOPERATIVE, as acting on behalf of all other Program Members

By: _____ Date: _____
GoodBuy Relations Representative, Region 2 ESC

Email: _____ Telephone: _____

Facsimile: _____

(Name of Program Member)

TO BE COMPLETED BY PROGRAM MEMBER

By: _____ Date: _____
(Signature of authorized representative of Program Member)

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):



RESOLUTION

WHEREAS, it is the intent of the **CANUTILLO ISD** to join and participate in the **Southeast Texas Purchasing Cooperative** organization administered by the Region 5 Education Service Center (Region 5 ESC).

WHEREAS, authority for this commitment is authorized under Article 44.031 of the Texas Education Code and would allow for substantial savings to be realized by volume purchasing of specific commodity items.

WHEREAS, for the **2021-2022** school year there will be no cost for **CANUTILLO ISD** to join the Southeast Texas Purchasing Coop.

BE IT FURTHER RESOLVED, that the **CANUTILLO ISD** Board of Trustees hereby joins and elects to participate in the **Southeast Texas Purchasing Cooperative** organization administered by Region 5 ESC.

BE IT FURTHER RESOLVED, that the **CANUTILLO ISD** Board of Trustees hereby authorizes its superintendent to execute such documents as are appropriate and necessary to implement the ISD's participation in said cooperative.

Board President's Signature: _____

Board President's Printed Name: _____

Board Secretary's Name: _____

Board Secretary's Printed Name: _____

Date: _____

**SOUTHEAST TEXAS
COOPERATIVE PURCHASING ORGANIZATION
LETTER OF COMMITMENT**

CANUTILLO INDEPENDENT SCHOOL DISTRICT wishes to be a member of the Southeast Texas Purchasing Coop organization (Coop). I understand that our school district board of trustees has passed a resolution to join the Coop and that Region 5 ESC will administer the program. Region 5 ESC will conduct the bid process, advertising, receiving samples, notifying school districts of items and bid prices, award the bids and other activities as required to complete the bid process. For the **2021-2022** school year there will be no cost for our district to join the Southeast Texas Purchasing Coop and our district will receive annual catalog bids for many different categories of products and services. Other items may be selected for the bid process at the discretion of the Coop Steering committee. As a member of the Coop, our superintendent will designate one representative who will be the initial contact for all correspondence in regards to the coop. This representative will be:

Name: _____ Title: _____

Address: _____

Email: _____ Telephone: _____

Superintendent's Name (printed)

Superintendent's 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)

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):





RESOLUTION

Authorizing use of National Cooperative Purchasing Alliance (NCPA)

WHEREAS, the _____ (Agency Name) of _____ (City), Texas, pursuant to the authority granted under Sections 271.101 to 271.102 of the Local Government Code, desires to participate in the purchasing program known as The National Cooperative Purchasing Alliance, and in the opinion that participation in this program will be highly beneficial to the taxpayers through the anticipated savings to be realized.

WHEREAS, after a competitive solicitation and selection process by Region 14 ESC, NCPA has set up a number of Master Agreements to provide goods, products and services based upon national volumes

WHEREAS, the competitive solicitation and selection process required that suppliers allow Participating Public Agencies to purchase goods, products and services on the same terms, conditions and pricing as Region 14 ESC; subject to the applicable local purchasing ordinances and laws of the state of purchase;

NOW, THEREFORE, BE IT RESOLVED BY _____ (Agency Name) OF THE _____ (City), TEXAS AS FOLLOWS:

The _____ (Agency Name) is authorized to enroll and participate in the purchasing program known as The National Cooperative Purchasing Alliance (NCPA) and purchases thru such program shall be deemed to meet the agencies competitive purchasing requirements;

This resolution shall take effect immediately upon its passage.

DULY PASSED AND APPROVED THIS THE _____ DAY OF _____ 20_____.

ATTEST:

(Title)

(Authorized Signature)

(Title)



National Cooperative Purchasing Alliance

INTERLOCAL AGREEMENT

Contracting Parties

Canutillo Independent School District
(Participating Agency)

Region 14 Educational Service Center
(Lead Agency)

74-6028038
(Federal Tax ID Number)

This agreement is effective upon signature and shall be automatically renewed unless either party gives sixty (60) days prior written notice of non-renewal. This agreement may be terminated with or without cause by either party upon (60) days prior written notice, or may also be terminated for cause at anytime upon written notice stating the reason for and effective date of such terminations and after giving the affected party a thirty (30) day period to cure any breach.

Statement of Services to be Performed:

Authority for such services is granted under Government Code, Title 7, Chapter 791 Interlocal Cooperation Contracts, Subchapter B and Subchapter C, and Local Government Code, Title 8, Chapter 271, Subchapter F, Section 271.101 and Section 271.102. The purpose of this cooperative is to obtain substantial savings for member school districts and public entities through volume purchasing.

Role of the Purchasing Cooperative

1. Provide for the organizational and administrative structure of the program.
2. Provide staff time necessary for efficient operation of the program.
3. Receive quantity requests from entities and prepare appropriate tally of quantities.
4. Initiate and implement activities related to the bidding and vendors selection process.
5. Provide members with procedures for ordering, delivery, and billing.

Role of the Participating Agency:

1. Commitment to participate in the program as indicated by an authorized signature in the appropriate space below.
2. Designate a contact person for the cooperative.
3. Commit to purchase products and services that become part of the official products and services list when it is in the best interest of the member entity.
4. Prepare purchase orders issued to the appropriate vendor from the official award list provided by the Purchasing Cooperative.

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Recommendation for renewal of contracts for administrators and other certified/non-certified administrators or professionals for the 2022-23 school year.

Justification Statement:

Renewal/extension of contracts for administrators and other certified/non-certified administrators or professionals.

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction Human Resources 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 March 2021

Agenda Summary:

Attached please find Administration's recommendation for renewal of contracts for administrators and other certified/non-certified administrators or professionals for the 2022-2023 school year.

RECOMMENDATION: Administration recommends the renewal/extension of contracts for administrators and other certified/non-certified administrators or professionals as presented.

PRIOR BOARD ACTION: AWARDED: AWARDED AMOUNT:

AMOUNT(S): As indicated by Financial Services

ACCOUNT

NO(S): As indicated by Financial Services

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

REQUESTING DEPARTMENT:

HUMAN RESOURCES DIVISION

CONSEQUENCES OF NON-APPROVAL:

The district may lose its competitive advantage.

IMPLEMENTATION TIMELINE:

2022-2023 School Year

ATTACHMENT(S): CONFIDENTIAL: Memorandum: Recommendation of Administrative/Professional Contracts

Board of Trustees

Meeting Date: February 2 22

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Discussion and recommendation a r e TASB Policy Update 8

Justification Statement:

To update local policies Online through Update 8

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Martha Carrasco
Signature of Requester(s)

Chief Human Resources Officer

Martha Carrasco
Signature of Presenter(s)

Chief Human Resources Officer

Business Services Approval (Initials)

Date February 2 22

Agenda Summary:

Update 8

Local policies affected CFD, CQB, DFE, DP, EHAA, EHBC, EIE, FDE, FEA, FEC, FFG, FL.

RECOMMENDATION:

That Update 118 goes through 1st reading and 2nd reading, respectively.

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

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; 1st and 2nd readings required.

ATTACHMENT(S):

- Policy List, Policy Comparison Packet, Explanatory Notes



(LOCAL) Policy Action List

CANUTILLO ISD(071907) - Update / LDU 118

As described in the cover letter to the update, TASB attorneys recommend that posting board consideration of and action on policies be specific enough to advise staff and members of the public of the changes.

The (LOCAL) policy changes—each addition, deletion, or replacement—should be listed in alphabetical order by policy code, title, and subtitle. The following document is our compilation of that list, which may be copied and pasted into your meeting notice, staff communications of board action, and board meeting minutes.

(LOCAL) Policy Action List

CANUTILLO ISD(071907) - Update / LDU 118

CFD(LOCAL): ACCOUNTING - ACTIVITY FUNDS MANAGEMENT

CQB(LOCAL): TECHNOLOGY RESOURCES - CYBERSECURITY

DFE(LOCAL): TERMINATION OF EMPLOYMENT - RESIGNATION

DP(LOCAL): PERSONNEL POSITIONS

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

EHBC(LOCAL): SPECIAL PROGRAMS - COMPENSATORY/ACCELERATED SERVICES

EIE(LOCAL): ACADEMIC ACHIEVEMENT - RETENTION AND PROMOTION

FDE(LOCAL): ADMISSIONS - SCHOOL SAFETY TRANSFERS

FEA(LOCAL): ATTENDANCE - COMPULSORY ATTENDANCE

FEC(LOCAL): ATTENDANCE - ATTENDANCE FOR CREDIT

FFG(LOCAL): STUDENT WELFARE - CHILD ABUSE AND NEGLECT

FL(LOCAL): STUDENT RECORDS



(LOCAL) Policy Comparison Packet

This packet is generated by an automated process that compares the updated policy to the district's current policy as found in TASB records.

In this packet, you will find:

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

Annotations are shown as follows.

- *Deletions* are shown in a red strike-through font: ~~deleted text~~.
- *Additions* are shown in a blue, bold font: **new text**.
- Blocks of text that have been *moved* without alteration are shown in green, with double underline and double strike-through formatting to distinguish the text's destination from its origin: ~~moved text~~ becomes moved text.
- *Revision bars* appear in the right margin, as above.

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

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

Contact:	School Districts and Education Service Centers	Community Colleges
	policy.service@tasb.org	colleges@tasb.org
	800.580.7529 512.467.0222	800.580.1488 512.467.3689

**Fiduciary
Responsibility**

The Superintendent, principal, and sponsor, as applicable, shall be responsible for the proper administration of District and campus activity funds and student activity funds in accordance with state law and local policy, District-~~approved~~ accounting practices and procedures, and the [Texas Education Agency \(TEA\) Financial Accountability System Resource Guide](#).

**Student Activity
Funds**

The Superintendent ~~or designee~~ shall ensure that student activity accounts are maintained to manage all class funds, ~~organization funds~~, and ~~any~~ other funds raised and collected by [student clubs or organizations from students](#) for a school-related purpose. The principal or designee shall issue receipts for all funds prior to their deposit into the appropriate District account at the District depository.

Student activity funds shall be included in the annual audit of the District's fiscal accounts. [See CFC]

Use and
Expenditure

Funds collected by student groups shall be used only for purposes authorized by the [student club or organization](#). ~~or upon approval of the sponsor~~. The principal ~~and sponsor or designee~~ shall [manage and](#) approve all disbursements. All funds raised by student organizations must be expended for the benefit of the students.

**District and Campus
Activity Funds**

The Superintendent shall [ensure District accounting practices and procedures address](#) ~~establish regulations governing~~ the expenditure of District and campus activity funds generated from vending machines, rentals, gate receipts, concessions, and other local sources of revenue over which the District has direct control. Funds generated from such sources shall be expended for the benefit of the District or its students and shall be related to the District's educational purpose.

Approval

Approval from the immediate supervisor or designee shall be obtained prior to a disbursement being made to any employee, including the principal.

Carryover Funds

All funds shall be left in the appropriate account and each sponsoring group shall retain the carryover funds for the next fiscal year. If [a club or an](#) organization ceases to function or exist, the unexpended funds ~~of the organization~~ shall be credited to the appropriate administrative activity account.

Plan The District shall develop a cybersecurity plan to secure the District's cyberinfrastructure against a cyberattack or any other cybersecurity incidents, determine cybersecurity risk, and implement appropriate mitigation planning.

Coordinator The Superintendent shall designate a cybersecurity coordinator. The cybersecurity coordinator shall serve as the liaison between the District and the Texas Education Agency (TEA) in cybersecurity matters ~~and as required by law report to TEA breaches of system security.~~

Training The Board delegates to the Superintendent the authority to:

1. Determine the cybersecurity training program to be ~~used in the District; annually completed by each employee and Board member; and~~
2. Verify and report compliance with ~~staff~~ training requirements in accordance with guidance from the Department of Information Resources; ~~and~~
- ~~2.3.~~ Remove access to the District's computer systems and databases for noncompliance with training requirements as appropriate.

The District shall complete periodic audits to ensure compliance with the cybersecurity training requirements.

Security Breach Notifications Upon discovering or receiving notification of a breach of system security, the District shall disclose the breach to affected persons or entities in accordance with the time frames established by law. The District shall give notice by using one or more of the following methods:

1. Written notice.
2. Email, if the District has email addresses for the affected persons.
3. Conspicuous posting on the District's websites.
4. Publication through broadcast media.

The ~~District~~ ~~District's cybersecurity coordinator~~ shall disclose a breach involving sensitive, protected, or confidential student information ~~as required by TEA and parents in accordance with~~ law.

TERMINATION OF EMPLOYMENT
RESIGNATION

DFE
(LOCAL)

**General
Requirements**

All resignations shall be submitted in writing to the Superintendent or ~~other person designated by Board action in accordance with this policy~~ ~~designee~~. The employee shall give reasonable notice and shall include in the letter a statement of the reasons for resigning. A prepaid certified or registered letter of resignation shall be considered submitted upon mailing.

At-Will Employees

The Superintendent ~~or designee~~ shall be authorized to accept the resignation of an at-will employee at any time. ~~The Superintendent may delegate to other administrators the authority to accept a resignation of an at-will employee.~~

Contract Employees

The Superintendent or ~~other person designated by Board action~~ ~~designee~~ shall be authorized to receive a contract employee's resignation effective at the end of the school year or submitted after the last day of the school year and before the penalty-free resignation date. ~~If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action.~~ The resignation requires no further action by the District and is accepted upon receipt ~~by the Superintendent or other person designated by Board action.~~

The Superintendent or other person designated by Board action shall be authorized to accept a contract employee's resignation submitted or effective at any other time. ~~If an employee provides a resignation to a supervisor who has not been designated by the Board to accept resignations, the supervisor shall instruct the employee to submit the resignation to the Superintendent or other person designated by Board action.~~ ~~The Superintendent or other person designated by Board action~~ ~~The Superintendent or other Board designee~~ shall either accept the resignation or submit the matter to the Board in order to pursue sanctions allowed by law.

**Withdrawal of
Resignation**

Once submitted and accepted, the resignation of a contract employee may not be withdrawn without consent of the Board.

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

In addition to the minimal certification requirement, ~~athe~~ principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage ~~budgets~~ budget and personnel and to coordinate campus functions;
4. The ability to explain policy, procedures, and data;
5. Strong communications, public relations, and interpersonal skills;
- ~~6. Three years' experience as a classroom teacher;~~
- ~~7.6.~~ Prior experience in instructional leadership roles; and
1. Other qualifications deemed necessary by the Board and included in the job description.

School Counselors

In accordance with law, a school counselor shall spend 80 percent of the counselor's work time on duties that are components of a comprehensive school counseling program (CSCP). [See FFEA]

- ~~8.7.~~ If the Board approves a determination by the administration that due to District or campus staffing needs or other reasons a school counselor is prevented from spending 80 percent of the counselor's work time on duties that are components of a CSCP, the Board shall direct the Superintendent to develop a revised job description for the school counselor that addresses the percentage of the school counselor's time that shall be spent on duties related to the components of a CSCP and the duties the school counselor is expected to perform in the remaining work time. The Superintendent shall report to the Board regarding adjustments to a school counselor's duties under this provision. ▸

**Human Sexuality
Instruction**

**School Health
Education Advisory
Committee**

The following process ~~District shall apply regarding establish a local School Health Education Advisory Committee that meets the~~ adoption of curriculum materials for the district's human sexuality instruction:

1. The Board shall adopt a resolution convening the District's school health advisory council (SHAC) to recommend curriculum materials for the instruction.
2. The SHAC shall hold at least two public meetings on the curriculum materials before adopting recommendations to present to the Board.

The SHAC recommendations must comply with the instructional content requirements in law, be suitable for the subject ~~of Education Code 28.004 regarding composition~~ and grade level for which the materials are intended, and be reviewed by academic experts in the subject and grade level for which the materials are intended. ~~duties. [See EHAA(LEGAL)]~~

3. The SHAC shall present its recommendations to the Board at a public meeting.

After the Board ensures the recommendations from the SHAC meet the standards in law, the Board shall take action on the recommendations by a record vote at a public meeting. Life Skills Instruction

~~Any curriculum used in the District that addresses sex, human sexual reproduction, or sexually transmitted diseases is not intended to take the place of the home and church in teaching about sexuality. The Board encourages parental participation; course content and instruction addressing these subject areas shall meet the following guidelines:~~

1. ~~Emphasis should be placed on the teaching of self-responsibility and abstinence with the premise that self-responsibility should not be construed as a message to students that abortion and contraception are substitutes for responsibility and abstinence. Teaching of self-responsibility is not intended to minimize the role of parents as the primary sex educators of their children.~~
2. ~~Curriculum should acknowledge adolescents' curiosity about sex, promote the dignity of human reproduction, and encourage and support adolescents' decisions to delay sexual activity until marriage.~~
3. ~~Marriage should be emphasized as the only relationship in which sexual involvement is acceptable.~~
4. ~~Teachers shall be adequately prepared to address content related to social, emotional, physical, and intellectual responsibility, and the interpersonal development of the students they teach.~~

- ~~5.— Instruction at the elementary level should emphasize concepts and skills common to many areas of responsibility and form a basis for specific instruction about responsible sexual behavior.~~
- ~~6.— An instructional program should provide a model for an individual to examine his or her beliefs objectively and, as often as possible, prior to making decisions. Examination of the negative aspects of early sexual involvement should counteract romanticized messages projected by the media.~~
- ~~7.— The curriculum shall respect the rights and privacy of individuals and families and the cultural and religious diversity of the community.~~
- ~~8.— All instructional materials shall be approved by the campus instructional leader. Supplemental materials not approved as a part of the curriculum shall not be allowed.~~
- ~~9.— Substitute teachers are prohibited from teaching sex education units.~~
- ~~10.— Teachers shall not present or be involved in the program unless approved by the campus instructional leader. Teachers shall have received certified training in the program. The campus instructional leader shall be responsible for proper implementation of the program and compliance with Board policy.~~
- ~~11.— The method of presentation and instruction of the program will be in strict compliance with the training.~~
- ~~12.— Sensitive issues shall be discussed one-on-one with the teacher or referred to a parent.~~
- ~~13.— A teacher's personal opinions are unacceptable answers to questions; all answers shall be based on training and the state law that directs districts to teach abstinence.~~
- ~~14.— The Character Counts curriculum shall be tied into all sections of the Life Skills Instruction program.~~

~~Topic areas of a life skills education program shall include:~~

- ~~1.— Family and family relationships;~~
- ~~2.— Sex roles;~~
- ~~3.— Self-image;~~
- ~~4.— Traditional values;~~
- ~~5.— Decision making;~~

- ~~6. Reproductive anatomy;~~
- ~~7. Pregnancy and childbirth;~~
- ~~8. Sexually transmitted diseases and methods of protection; and~~
- ~~9.1. "Drug-free" prevention education integrated into all topics.~~

Each student Accelerated/Compensatory Services

~~Students at all grade levels who has~~ have been identified as being at risk of dropping out of school, who ~~is~~ are not performing at grade level, or who did not perform satisfactorily on a state-mandated assessment shall be provided accelerated and/or compensatory educational services. ~~based on needs assessment. The principal shall ensure that each identified student is receiving 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. ~~The services provided each student shall be consistent with the goals and strategies established in the District and campus improvement plans and shall be reviewed for effectiveness at the close of each grading period. Parents shall be encouraged to participate in the planning of educational services for their child and shall be kept informed regarding the child's progress toward educational goals.~~

~~Parents of students who are not successful in meeting requirements for promotion shall be informed of any available options, such as an extended year program or summer school.~~

~~{See EIE}~~

Program Provisions

~~The program shall be integrated and aligned with the District curriculum, providing multiple opportunities for learning and success and additional time for learning based on the needs of the student and the complexity of the task. Students shall be provided the instructional resources and strategies needed until the curriculum is mastered.~~

Student Orientation, Academic, and Recreation (SOAR) Program

~~The Student Orientation, Academic, and Recreation (SOAR) Program is an orientation program that serves all students in grade 6 who are moving into the middle school and all students entering grade 9. Students in grade 6 attend SOAR during the District's extended year (summer school), and students in grade 9 attend during the first week in August. District program staff shall ensure that there is an ample annual budget to fund the program; program~~

Canutillo ISD
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SPECIAL PROGRAMS
COMPENSATORY/ACCELERATED SERVICES

EHBC
(LOCAL)

~~funds shall be allocated for transportation, extra duty pay, materials, and the like.~~

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2 of 2

Curriculum Mastery

Promotion and course credit shall be based on mastery of the curriculum. Expectations and standards for promotion shall be established for each grade level, content area, and course and shall be coordinated with compensatory, intensive, and/or accelerated services. [See EHBC]- The District shall comply with applicable state and federal requirements when determining methods for students with disabilities [see FB] or students who are English language learners [see EHBE and EKBA] to demonstrate mastery of the curriculum.

Students Receiving
Special Education
Services

Any modified promotion standards for a student receiving special education services shall be determined by the student's admission, review, and dismissal (ARD) committee and documented in the student's individualized education program (IEP). [See EHBA series and EKB]

**Standards for
Mastery**

In addition to the factors in law that must be considered for promotion, mastery shall be determined as follows:

1. Course assignments and unit evaluation shall be used to determine student grades in a subject. An average of 70 or higher shall be considered a passing grade.
2. Mastery of the skills necessary for success at the next level shall be validated by assessments that may either be incorporated into unit or final exams or may be administered separately. Mastery of at least 70 percent of the objectives shall be required.

Grades 1–8

In grades 1–8, promotion to the next grade level shall be based on an overall average of 70 on a scale of 100 based on course-level, grade-level standards (essential knowledge and skills) for all subject areas and a grade of 70 or above in language arts (to include reading), mathematics, science, and social studies. In addition, a student in grade 1 or 2 must be reading on grade level as evidenced by an individually administered reading assessment.

Grades 9–12

Grade-level advancement for students in grades 9–12 shall be earned by course credits. Mastery of at least 70 percent of the objectives on course content tests shall be required. Course content tests shall share a common core across classes with the same title. [See EI]

**Accelerated
Instruction**

~~If a student fails to demonstrate proficiency on a state-mandated assessment, the student shall be provided accelerated instruction in accordance with state law. Additionally, students in grades 5 and 8 shall be subject to all provisions of GRADE ADVANCEMENT TESTING, below.~~

**Grade Advancement
Testing**

~~Except when a student will be assessed in reading or mathematics above his or her enrolled grade level, students in grades 5 and 8 must meet the passing standard on the applicable state mandated assessments in reading and mathematics to be promoted to the next grade level, in addition to the District's local standards for mastery and promotion.~~

~~Definition of 'Parent'~~

~~For purposes of this policy and decisions related to grade advancement requirements, a student's "parent" shall be defined to include either of the student's parents or guardians; a person designated by the parent, by means of a power of attorney or an authorization agreement as provided in Chapter 34 of the Family Code, to have responsibility for the student in all school-related matters [see FD]; a surrogate parent acting on behalf of a student with a disability; a person designated by the parent or guardian to serve on the grade placement committee (GPC) for all purposes; or in the event that a parent, guardian, or designee cannot be located, a person designated by the Superintendent or designee to act on behalf of the student. [See EIE(LEGAL)]~~

~~Alternate
Assessment
Instrument~~

~~The Superintendent or designee shall select from the state approved list, if available, for each applicable subject an alternate assessment instrument that may be used for the third testing opportunity. Each student's GPC shall decide whether he or she shall be given the statewide assessment instrument or the applicable alternate instrument for the third testing opportunity. The committee's decision shall be based on a review of the student's performance in the previous testing opportunities, local assessments, and any other circumstances it deems appropriate.~~

~~Standards for
Promotion Upon
Appeal~~

~~If a parent initiates an appeal of his or her child's retention following the student's failure to demonstrate proficiency after the third testing opportunity, the GPC shall review all facts and circumstances in accordance with law.~~

~~The student shall not be promoted unless:~~

- ~~1. All members of the GPC agree that the student is likely to perform on grade level if given additional accelerated instruction during the following school year in accordance with the educational plan developed by the GPC; and~~
- ~~2. The student has completed required accelerated instruction in the subject area for which the student failed to demonstrate proficiency.~~

~~Whether the GPC decides to promote or to retain a student in this manner, the committee shall determine an accelerated instruction~~

~~plan for the student for the following school year, providing for interim reports to the student's parent and opportunities for the parent to consult with the teacher or principal as needed. The principal or designee shall monitor the student's progress during the following school year to ensure that he or she is progressing in accordance with the plan.~~

~~Transfer Students~~

~~When a student transfers into the District having failed to demonstrate proficiency on applicable assessment instruments after two testing opportunities, a GPC shall convene for that student. The GPC shall review any available records of decisions regarding testing and accelerated instruction from the previous district and determine an accelerated instruction plan for the student.~~

~~If a parent initiates an appeal for promotion when a student transfers into the District having failed to demonstrate proficiency after three testing opportunities, the GPC shall review any available records of decisions regarding testing, accelerated instruction, retention, or promotion from the previous district and issue a decision in accordance with the District's standards for promotion.~~

~~Assignment of
Retained Students~~

~~In the event a student is not promoted to the next grade level, the District shall nevertheless assign the student to an age appropriate campus, unless:~~

- ~~1. The student's parent requests that the student be assigned to the same or a similar campus setting; or~~
- ~~2. The student's GPC determines that it would be in the student's best interest to be assigned to the same or a similar campus setting. Criteria to be considered for this decision may include:
 - ~~a. Recommendations from the student's teachers.~~
 - ~~b. Observed social and emotional development of the student.~~~~

~~Reducing Student
Retention~~

~~The District shall establish procedures designed to reduce retaining students at a grade level, with the ultimate goal being elimination of the practice of retaining students. [See EHBC]~~

Safe Schools Data

The Superintendent shall ensure that the District complies with Texas Education Agency (TEA) guidelines for the collection and maintenance of data regarding:

1. Mandatory expellable offenses committed at school or at a school-related or school-sponsored activity, on or off school property [see FOD]; and
2. Any student who becomes a victim of one of the following violent criminal offenses, as defined by the Penal Code, while on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property:
 - a. Attempted murder;
 - b. Indecency with a child;
 - c. Aggravated kidnapping;
 - d. Aggravated assault on someone other than a District employee or volunteer;
 - e. Sexual assault or aggravated sexual assault against someone other than a District employee or volunteer;
 - f. Aggravated robbery; or
 - g. Continuous sexual abuse of a young child or [disabled individual children](#).

School Safety Transfers

The parent of a student who becomes a victim of a violent criminal offense as described in the state guidance for unsafe school choice options or who is assigned to a campus identified by TEA as persistently dangerous shall be offered a transfer to a safe public or charter school within the District.

For each transfer requested, the District shall explore transfer options, as appropriate. Options may include a transfer agreement with another school district.

From a Persistently Dangerous School

The parent of a student attending a school identified as persistently dangerous shall be provided notification of his or her right to request a transfer. Notification shall occur at least 14 days prior to the start of the school year or, for a student enrolling subsequently, upon the student's enrollment.

The parent must submit to the Superintendent an application for transfer. The Superintendent shall complete the transfer prior to the beginning of the school year, if applicable, or within 14 calendar days of the request for a subsequently enrolling student.

Any transfer arranged for a student from a campus identified by TEA as persistently dangerous shall be renewed so long as the campus from which the student transferred retains that designation.

The District shall maintain, in accordance with the District's record retention schedule, documentation of notification to parents of the transfer option, transfer applications submitted, and action taken.

For a Victim of a
Violent Criminal
Offense

Within 14 calendar days after a violent criminal offense described above occurs in or on the premises of the school the student attends or while attending a school-sponsored or school-related activity, on or off school property, the District shall notify the parent of a student who is a victim of the offense of the parent's right to request a transfer. The parent must submit to the Superintendent an application for transfer. The Superintendent shall approve or disapprove the request within 14 calendar days of its submission.

Any transfer arranged for a student who was a victim of a violent crime as described above shall be renewed so long as the threat to the student exists at the campus to which the student would typically be assigned.

For each offense, the District shall maintain for at least five years documentation of the nature and date of the offense, notification to the parent of the transfer option, transfer applications submitted, action taken, and other relevant information regarding the offense.

**Additional Transfer
Options**

In circumstances described by Education Code 25.0341, a parent of a student who has been the victim of a sexual assault, regardless of whether the offense occurred on or off school property, may request a transfer of the parent's child or the student assailant from the same campus.

[For other transfer provisions, see also FDA and FDB.]

Students in violation of the compulsory attendance law shall be reported to the District attendance officer, who may institute court action as provided by law.

Excused Absences

In addition to excused absences required by law, the District shall excuse absences for the following purposes. [A student shall be required to submit verification of these absences in accordance with administrative regulations.](#)

Higher Education Visits

The District shall excuse a student for up to two days during the student's junior year and up to two days during the student's senior year to visit an accredited institution of higher education. ~~A student shall be required to submit verification of such visits in accordance with administrative regulations.~~

Armed Services Enlistment

The District shall excuse a student 17 years of age or older for up to four days during his or her enrollment in high school for activities related to pursuing enlistment in a branch of the U.S. Armed Services or Texas National Guard. ~~A student shall be required to submit verification of such activities in accordance with administrative regulations.~~

Early Voting or Election Clerk

The District shall excuse a student for up to two days per school year to serve as an early voting or election clerk. ~~A student shall be required to submit verification of service in accordance with administrative regulations.~~

Learner or Driver's License

The District shall excuse a student 15 years of age or older for one day during his or her enrollment in high school for each of the following:

- Visiting a driver's license office to obtain a learner license; or
- Visiting a driver's license office to obtain a driver's license.

[For extracurricular activity absences, see FM.]

Withdrawal for Nonattendance

The District may initiate withdrawal of a student under the age of 19 for nonattendance under the following conditions:

1. The student has been absent ten consecutive school days; and
2. Repeated efforts by the attendance officer and/or principal to locate the student have been unsuccessful.

[For District-initiated withdrawal of students 19 or older, see FEA(LEGAL).]

Students Attending Homeschools

Students who are homeschooled are exempt from the compulsory attendance law to the same extent as students enrolled in other private schools.

ATTENDANCE
COMPULSORY ATTENDANCE

FEA
(LOCAL)

Adequate documentation of homeschooling for withdrawal shall consist of either a statement of withdrawal in accordance with FD(LOCAL) indicating the date homeschooling began, or a signed and dated letter from a parent or guardian indicating that his or her child is being homeschooled and the date the homeschooling began.

The District may request from a parent or guardian a letter of assurance that a child is being educated using a curriculum designed to meet basic education goals of reading, spelling, grammar, mathematics, and a study of good citizenship.

Enforcing
Compulsory
Attendance

If a parent or guardian refuses to submit a requested statement or letter, or if the District has evidence that a school-aged child is not being homeschooled within legal requirements, the District may investigate further and, if warranted, shall pursue legal action to enforce the compulsory attendance law.

This policy shall apply to a student who has not been in attendance for 90 percent of the days the class is offered.

Consideration of All Absences Considered

Except as otherwise provided by law, all absences incurred while enrolled in the District ~~All absences~~ shall be considered in determining whether a student has attended the required percentage of days under this policy.

Attendance Committees

The Board shall establish an attendance committee or as many committees as necessary for efficient implementation of Education Code 25.092.

The Superintendent ~~or designee~~ shall make the specific appointments in accordance with legal requirements.

Parental Notice of Excessive Absences

A student and the student's parent or guardian shall be given written notice prior to and at such time when a student's attendance in any class drops below 90 percent of the days the class is offered.

Methods for Regaining Credit or Awarding a Final Grade

When a student's attendance drops below 90 percent but remains at least at 75 percent of the days the class is offered, the student may earn credit for the class or a final grade by completing a plan approved by the principal. This plan must provide for the student to meet the instructional requirements of the class as determined by the principal.

If the student fails to successfully complete the plan, or when a student's attendance drops below 75 percent of the days the class is offered, the student, parent, or representative may request award of credit or a final grade by submitting a written petition to the appropriate attendance committee.

Petitions for credit or a final grade may be filed at any time the student receives notice but, in any event, no later than 30 days after the last day of classes.

The attendance committee shall review the student's entire attendance record and the reasons for absences and shall determine whether to award credit or a final grade. The attendance committee may also, whether a petition is filed or not, review the records of all students whose attendance drops below 90 percent of the days the class is offered.

~~A student~~ ~~Students~~ who ~~has~~ ~~have~~ lost credit or ~~has~~ ~~have~~ not received a final grade because of excessive absences may regain credit or be awarded a final grade by fulfilling the requirements established by the attendance committee.

Personal Illness

~~The~~ When a student's absence for personal illness exceeds four consecutive days, the principal or attendance committee may require verification that the student present a statement from a physician or health-care provider in accordance with administrative regulations clinic verifying the illness or condition that caused the student's extended absence from school as a condition of classifying ~~an~~ the absence for personal illness as one for which there are extenuating circumstances.

Best Interest Standard

In reaching consensus regarding ~~if~~ a student's ~~student has established a questionable pattern of~~ absences and how, the student can be awarded credit ~~principal~~ or a final grade, the attendance committee shall attempt to ensure ~~may require~~ that its decision is in the best interest of the ~~a~~ student. The Superintendent shall develop administrative regulations to document the attendance committee's decision ~~present a physician's or clinic's statement of illness after a single day's absence as a condition of classifying the absence as one for which there are extenuating circumstances.~~

Guidelines on Extenuating Circumstances

The attendance committee shall consider whether a student has mastered the essential knowledge and skills and maintained passing grades in the course or subject. ~~adhere to the following guidelines to determine attendance for award of credit or a final grade:~~

When Days of Attendance

1. ~~If~~ makeup work is completed satisfactorily, the attendance committee shall consider extracurricular absences and other excused absences ~~as that are allowed under compulsory attendance requirements shall be considered~~ days of attendance for award of credit or a final grade. [See FEA] ~~(LEGAL) at EXCUSED ABSENCES FOR COMPULSORY ATTENDANCE DETERMINATIONS.]~~

Transfers / Migrant Students

2. ~~A transfer or migrant student incurs absences only after his or her enrollment in the District.~~

Documentation

3. ~~The attendance committee shall consider the acceptability and authenticity of documented reasons for the student's absences.~~

Consideration of Control

4. ~~The~~ committee shall consider whether the reasons for the absences were ~~for reasons~~ out of the student's or parent's or student's control and.

Student's Academic Record

5.2. ~~The committee shall consider~~ whether documentation for ~~or not the absence is acceptable~~ student has completed assignments, mastered the essential knowledge and skills, and maintained passing grades in the course or subject.

~~Information from
Student or Parent~~

~~6.3.~~ The student or parent shall be given an opportunity to present any information to the committee about the absences and to discuss ways to earn or regain credit or be awarded a final grade.

~~Best Interest
Standard~~

~~In reaching consensus regarding a student's absences, the committee shall attempt to ensure that its decision is in the best interest of the student. The Superintendent or designee shall develop administrative regulations addressing the committee's documentation of the decision.~~

**Imposing Conditions
for Awarding Credit
or a Final Grade**

The attendance committee shall consider the student's unique circumstances and, if necessary, shall ~~may~~ impose ~~any of the following~~ conditions for ~~awarding students with excessive absences to~~ regain credit or ~~be awarded~~ a final grade that permit the student to meet the instructional requirements of the class rather than assigning a student to attend a specified program for an amount of time equivalent to the student's absences. Conditions may include:

1. Maintaining attendance standards for the rest of the semester.
1. Completing additional assignments, as specified by the committee or teacher.
2. Attending tutorial sessions as scheduled, ~~which may include Saturday classes or before- and after-school programs.~~
2. Completing other instructional programs, as specified by the committee.
- ~~3. Maintaining the attendance standards for the rest of the semester.~~
- ~~4.3.~~ Taking an examination to earn credit. [See EHDB]
- ~~5. Attending a flexible school-day program.~~
- ~~6. Attending summer school.~~

In all cases, the student must ~~also~~ earn a passing grade in order to receive credit.

Appeal Process

A parent or student may appeal the decision of the attendance committee in accordance with FNG(LOCAL).

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

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

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

Training

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

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

**Reporting Child
Abuse and Neglect**

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

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

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

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

A person is required to make a report if the person has [reasonable](#) cause to believe that an adult was a victim of abuse or neglect as a child and the person determines in good faith that disclosure of the information is necessary to protect the health and safety of another child or an elderly or disabled person.

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

Restrictions on Reporting

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

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

Making a Report

Reports may be made to any of the following:

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

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

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

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

Confidentiality

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

Immunity

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

Failing to Report Suspected Child Abuse or Neglect

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

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

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

Responsibilities Regarding Investigations

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

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

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

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

Comprehensive System

The Superintendent shall develop and maintain a comprehensive system of student records and reports dealing with all facets of the school program operation and shall ensure through reasonable procedures that records are accessed by authorized persons only, as allowed by this policy. These data and records shall be stored in a safe and secure manner and shall be conveniently retrievable for use by authorized school officials.

Cumulative Record

A cumulative record shall be maintained for each student from entrance into District schools until withdrawal or graduation from the District.

This record shall move with the student from school to school and be maintained at the school where currently enrolled until graduation or withdrawal. Records for nonenrolled students shall be retained for the period of time required by law. No permanent records may be destroyed without explicit permission from the Superintendent. [See CPC]

Custodian of Records

The principal is custodian of all records for currently enrolled students. The principal is the custodian of records for students who have withdrawn or graduated. The student handbook made available to all students and parents shall contain a listing of the addresses of District schools, as well as the Superintendent's business address.

Types of Education Records

The record custodian shall be responsible for the education records of the District. These records may include:

1. Admissions data, personal and family data, including certification of date of birth.
2. Standardized test data, including intelligence, aptitude, interest, personality, and social adjustment ratings.
3. All achievement records, as determined by tests, recorded grades, and teacher evaluations.
4. All documentation regarding a student's testing history and any accelerated instruction he or she has received, including any documentation of discussion or action by [an accelerated learning](#)~~a-grade placement~~ committee convened for the student.
5. Health services record, including:
 - a. The results of any tuberculin tests required by the District.
 - b. The findings of screening or health appraisal programs the District conducts or provides. [See FFAA]

- c. Immunization records. [See FFAB]
6. Attendance records.
7. Student questionnaires.
8. Records of teacher, school counselor, or administrative conferences with the student or pertaining to the student.
9. Verified reports of serious or recurrent behavior patterns.
10. Copies of correspondence with parents and others concerned with the student.
11. Records transferred from other districts in which the student was enrolled.
12. Records pertaining to participation in extracurricular activities.
13. Information relating to student participation in special programs.
14. Records of fees assessed and paid.
15. Records pertaining to student and parent complaints.
16. Other records that may contribute to an understanding of the student.

Access by Parents

The District shall make a student's records available to the student's parents, as permitted by law. The records custodian or designee shall use reasonable procedures to verify the requester's identity before disclosing student records containing personally identifiable information.

Records may be reviewed in person during regular school hours without charge upon written request to the records custodian. For in-person viewing, the records custodian or designee shall be available to explain the record and to answer questions. The confidential nature of the student's records shall be maintained at all times, and records to be viewed shall be restricted to use only in the Superintendent's, principal's, or school counselor's office, or other restricted area designated by the records custodian. The original copy of the record or any document contained in the cumulative record shall not be removed from the school.

Copies of records are available at a per copy cost, payable in advance. Copies of records must be requested in writing. Parents may be denied copies of records if they fail to follow proper procedures or pay the copying charge. If the student qualifies for free or

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, 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 shall be responsible for ensuring the confidentiality of any personally identifiable information in records of students in special education.

A current listing of names and positions of persons who have access to records of students in special education is maintained at the special education office.

**Procedure to Amend
Records**

Within 15 District business days of the record custodian's receipt of a request to amend records, the District shall notify the parents in writing of its decision on the request and, if the request is denied, of their right to a hearing. If a hearing is requested, it shall be held within ten District business days after the request is received.

Parents shall be notified in advance of the date, time, and place of the hearing. An administrator who is not responsible for the contested records and who does not have a direct interest in the outcome of the hearing shall conduct the hearing. The parents shall be given a full and fair opportunity to present evidence and, at their own expense, may be assisted or represented at the hearing.

The parents shall be notified of the decision in writing within ten District business days of the hearing. The decision shall be based solely on the evidence presented at the hearing and shall include a summary of the evidence and reasons for the decision. If the decision is to deny the request, the parents shall be informed that they have 30 District business days within which to exercise their right to place in the record a statement commenting on the contested information and/or stating any reason for disagreeing with the District's decision.

**Directory
Information**

Directory information for District students has been classified into two separate categories:

1. Items for use only for school-sponsored purposes; and

STUDENT RECORDS

FL
(LOCAL)

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.

All Other Purposes

For all other purposes, directory information shall include student name and grade level.

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ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

Please note:

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

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

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

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

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

A(LEGAL)

BASIC DISTRICT FOUNDATIONS

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

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

AE(LEGAL)

EDUCATIONAL PHILOSOPHY

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

AG(LEGAL)

HOME-RULE DISTRICTS

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

AIA(LEGAL)

ACCOUNTABILITY: ACCREDITATION AND PERFORMANCE INDICATORS

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

AIB(LEGAL)

ACCOUNTABILITY: PERFORMANCE REPORTING

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

AIC(LEGAL)

ACCOUNTABILITY: INTERVENTIONS AND SANCTIONS

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

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

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

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

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

AIE(LEGAL) ACCOUNTABILITY: INVESTIGATIONS

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

BA(LEGAL) BOARD LEGAL STATUS

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

BAA(LEGAL) BOARD LEGAL STATUS: POWERS AND DUTIES

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

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

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

BBA(LEGAL) BOARD MEMBERS: ELIGIBILITY/QUALIFICATIONS

Changes to this legally referenced policy include:

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

BBBA(LEGAL) ELECTIONS: CONDUCTING ELECTIONS

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

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

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

BBBB(LEGAL) ELECTIONS: POST-ELECTION PROCEDURES

HB 3107 clarifies processes for tied votes and runoff elections.

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

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BBBD(LLEGAL) ELECTIONS: CAMPAIGN ETHICS

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

BBD(LLEGAL) BOARD MEMBERS: TRAINING AND ORIENTATION

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

BBFA(LLEGAL) ETHICS: CONFLICT OF INTEREST DISCLOSURES

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

BDF(LLEGAL) BOARD INTERNAL ORGANIZATION: CITIZEN ADVISORY COMMITTEES

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

CBA(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: STATE

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

CBB(LLEGAL) STATE AND FEDERAL REVENUE SOURCES: FEDERAL

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

CCG(LLEGAL) LOCAL REVENUE SOURCES: AD VALOREM TAXES

Provisions on ad valorem taxes were affected by several bills.

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

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

CCGA(LLEGAL) AD VALOREM TAXES: EXEMPTIONS AND PAYMENTS

Legislation affected several provisions on tax exemptions and payments:

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

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CCH(LLEGAL)

LOCAL REVENUE SOURCES: APPRAISAL DISTRICT

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

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

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

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

CDC(LLEGAL)

OTHER REVENUES: GIFTS AND SOLICITATIONS

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

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

CE(LLEGAL)

ANNUAL OPERATING BUDGET

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

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

CFA(LLEGAL)

ACCOUNTING: FINANCIAL REPORTS AND STATEMENTS

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

CFC(LLEGAL)

ACCOUNTING: AUDITS

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

CFD(LLOCAL)

ACCOUNTING: ACTIVITY FUNDS MANAGEMENT

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

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

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

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CH(LEGAL) PURCHASING AND ACQUISITION

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

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

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

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

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

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

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

CHF(LEGAL) PURCHASING AND ACQUISITION: PAYMENT PROCEDURES

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

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

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

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

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

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

CK(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT

Changes from HB 3597 include the following:

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

CKA(LEGAL) SAFETY PROGRAM/RISK MANAGEMENT: INSPECTIONS

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

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

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

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

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

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

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

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

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

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

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

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

CKEA(LLEGAL) SECURITY PERSONNEL: COMMISSIONED PEACE OFFICERS

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

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

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

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

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CKEB(LEGAL) SECURITY PERSONNEL: SCHOOL MARSHALS

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

CKEC(LEGAL) SECURITY PERSONNEL: SCHOOL RESOURCE OFFICERS

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

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

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

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

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

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

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

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

CNA(LEGAL) TRANSPORTATION MANAGEMENT: STUDENT TRANSPORTATION

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

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

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

Other revisions are to better match legal sources.

CNC(LEGAL) TRANSPORTATION MANAGEMENT: TRANSPORTATION SAFETY

SB 1267 repeals provisions on school bus emergency evacuation training.

CO(LEGAL) FOOD AND NUTRITION MANAGEMENT

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

CQ(LEGAL) TECHNOLOGY RESOURCES

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

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CQA(LLEGAL)

TECHNOLOGY RESOURCES: DISTRICT, CAMPUS, AND CLASSROOM WEBSITES

The list of required internet postings has been updated to include:

- Election information and election results (SB 1116);
- Notice of school health advisory council (SHAC) meetings, minutes, and recordings (HB 1525);
- A link to the comptroller website to find information on the district's agreements to limit appraised property values (existing requirement);
- Information regarding compliance with requirements for a district that will operate a transportation system outside district boundaries without an interlocal agreement (SB 204); and
- The district's employment policy and any referenced regulations (HB 750).

The optional posting pertaining to annual notice of programs for college credit has been updated as a result of SB 1095.

CQB(LLEGAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Reporting of a breach of system security to TEA now includes a requirement to also report to an entity with which TEA contracts and may be made by district employees other than the cybersecurity coordinator per SB 1696.

Cybersecurity training requirements were amended by HB 1118 and SB 1267.

Security breach notifications under the Business and Commerce Code were amended by HB 3746.

CQB(LOCAL)

TECHNOLOGY RESOURCES: CYBERSECURITY

Based on HB 1118 and SB 1267, the provision addressing board delegation to the superintendent regarding cybersecurity training has been revised to:

- Reflect the elimination of the annual training requirement (except for the cybersecurity coordinator); and
- Give the superintendent the authority to impose consequences for failure to complete required training.

Recommended revisions regarding reports of breaches involving student information are based on SB 1696, which permits the district, rather than the cybersecurity coordinator, to report breaches to TEA and others as required by law.

Sample procedures in the [Regulations Resource Manual](#) have also been updated based on these changes.

CRD(LLEGAL)

INSURANCE AND ANNUITIES MANAGEMENT: HEALTH AND LIFE INSURANCE

SB 1444 permits a district participating in TRS ActiveCare to opt out of participation as described and prohibits a district participating in TRS ActiveCare from offering health coverage that is not provided under TRS ActiveCare.

Other revisions are to reorder provisions for better flow, remove unnecessary provisions, and better reflect legal sources.

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CV(LEGAL) FACILITIES CONSTRUCTION

HB 2581 amends provisions on contracting procedures for construction projects, including evaluation of submissions and criteria for awarding construction contracts.

SB 338 permits a district to adopt and incorporate into relevant contracts the Texas Facilities Commission's uniform general conditions.

CVB(LEGAL) FACILITIES CONSTRUCTION: COMPETITIVE SEALED PROPOSALS

HB 2581 requires a district using competitive sealed proposals for construction projects to make the evaluations public within 7 business days of the contract award and provide the evaluations to all offerors. A reference to provisions on weighting the value assigned to price has also been added.

DBA(LEGAL) EMPLOYMENT REQUIREMENTS AND RESTRICTIONS: CREDENTIALS AND RECORDS

New provisions from HB 1525 and SB 1356 permit members of teacher organizations and other eligible individuals to participate in a tutoring program to provide supplemental instruction to students as overseen by the superintendent.

DC(LEGAL) EMPLOYMENT PRACTICES

A new posting requirement from HB 750 requires a district to post on its website the employment policy required by Education Code 11.1513(a) and any regulations referenced in the policy. Any form referenced in the policy must be posted on the district's intranet or at a district administrative office.

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

DEA(LEGAL) COMPENSATION AND BENEFITS: COMPENSATION PLAN

With limited exceptions, HB 1525 requires a district to maintain salaries provided for the 2019–20 school year under HB 3, 86th Legislative Session, as long as the employee remains employed by the district.

Revisions regarding TRS surcharges for rehired retirees include:

- A prohibition against a district passing on to a retiree the cost of TRS surcharges (SB 202); and
- A temporary exemption from TRS surcharges through February 1, 2025, when a retiree is employed to mitigate student learning loss (SB 288).

DEAA(LEGAL) COMPENSATION PLAN: INCENTIVES AND STIPENDS

HB 1525 eliminates the requirement that a teacher be certified to be designated a master, exemplary, or recognized teacher under a local optional teacher designation system.

Changes to provisions on mentor teachers and achievement academy stipends are from SB 1267.

DEC(LEGAL) COMPENSATION AND BENEFITS: LEAVES AND ABSENCES

Districts that employ peace officers must implement two new leave provisions.

- SB 1359 requires a policy allowing the use of paid mental health leave by officers who experience a traumatic event in the scope of employment.
- HB 2073 requires the board to develop and implement a paid quarantine leave policy for district peace officers who are ordered to isolate or quarantine because of possible or known exposure to a communicable disease while on duty.

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

DECB(LLEGAL) LEAVES AND ABSENCES: MILITARY LEAVE

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

DFE(LLEGAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

DFE(LOCAL) TERMINATION OF EMPLOYMENT: RESIGNATION

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

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

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

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

DG(LLEGAL) EMPLOYEE RIGHTS AND PRIVILEGES

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

DGC(LLEGAL) EMPLOYEE RIGHTS AND PRIVILEGES: IMMUNITY

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

DH(LLEGAL) EMPLOYEE STANDARDS OF CONDUCT

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

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

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

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

DMA(LEGAL) PROFESSIONAL DEVELOPMENT: REQUIRED STAFF DEVELOPMENT

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

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

Other legislation affecting this policy includes:

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

DP(LEGAL) PERSONNEL POSITIONS

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

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

DP(LOCAL) PERSONNEL POSITIONS

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

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

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

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

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E(LEGAL) INSTRUCTION

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

EB(LEGAL) SCHOOL YEAR

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

EEB(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CLASS SIZE

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

EEL(LEGAL) INSTRUCTIONAL ARRANGEMENTS: CONTRACTS WITH OUTSIDE AGENCIES

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

EF(LEGAL) INSTRUCTIONAL RESOURCES

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

EHA(LEGAL) CURRICULUM DESIGN: BASIC INSTRUCTIONAL PROGRAM

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

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

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

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

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

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

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

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

New provisions are recommended to replace the district's current policy text. The new provisions are based on HB 1525, which imposes several requirements regarding human sexuality curriculum materials, including a board policy on adopting curriculum materials. The new policy language follows the steps required by law, including board adoption of a resolution to convene the school health advisory council (SHAC) to hold meetings and make recommendations to the board at a public meeting, as well as board

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confirmation that the recommendations meet the requirements in law before taking action by a record vote.

The [Regulations Resource Manual](#) includes a sample board resolution for convening the SHAC and a sample parental consent form.

Please note: After reviewing the recommended revisions, if the district would like to further revise this policy, please contact your policy consultant for assistance.

EHAD(LEGAL) BASIC INSTRUCTIONAL PROGRAM: ELECTIVE INSTRUCTION

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

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

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

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

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

EHBB(LEGAL) SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

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

EHBC(LEGAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

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

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

EHBC(LOCAL) SPECIAL PROGRAMS: COMPENSATORY/ACCELERATED SERVICES

We offer for your consideration our recommended policy text developed in response to HB 4545. The district's locally developed provisions throughout this policy are recommended for deletion.

This revised policy includes references to accelerated instruction and accelerated learning committees as revised by that legislation and directs parents to FNG, the district's existing grievance policy, for complaints about educational plans.

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

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

EHBE(LLEGAL) SPECIAL PROGRAMS: BILINGUAL EDUCATION/ESL

SB 2066 revises the term "limited English proficient" to "emergent bilingual" in several instances and adds a definition of the new term.

EHBF(LLEGAL) SPECIAL PROGRAMS: CAREER AND TECHNICAL EDUCATION

In addition to existing career and technology education program notification requirements, SB 1095 adds a requirement for the district to provide parents notification of certain work-based education programs offered by the district.

EHBG(LLEGAL) SPECIAL PROGRAMS: PREKINDERGARTEN

Eligibility for free prekindergarten enrollment for three-year-olds has been extended by HB 725 to children who were in foster care in another state.

Subject to certain requirements, a parent may elect for a student to repeat prekindergarten or enroll in prekindergarten for the first time if the student would have been eligible the previous year and has not yet enrolled in kindergarten (SB 1697).

To obtain an exemption from requirements regarding prekindergarten classes for four-year-olds, a district must first solicit proposals for partnerships (HB 1525).

A prekindergarten program provided by a private entity must comply with class size limits (SB 2081).

EHBK(LLEGAL) SPECIAL PROGRAMS: OTHER INSTRUCTIONAL INITIATIVES

As revised by HB 3257, instruction required during Holocaust Remembrance Week must include materials developed or approved by the Texas Holocaust, Genocide, and Antisemitism Advisory Commission.

EHDD(LLEGAL) ALTERNATIVE METHODS FOR EARNING CREDIT: COLLEGE COURSE WORK/DUAL CREDIT

In addition to existing career and technology program notification requirements, SB 1095 adds a requirement for the district to provide notice of work-based education programs offered by the district, such as internships, externships, apprenticeships, or a Pathways in Technology Early College High School (P-TECH) program, and to notify parents of the qualifications for enrolling in these programs. A district must also provide notice regarding subsidies to take college advanced placement tests or international baccalaureate examinations.

An agreement with an institution of higher education must designate an employee of the district or the higher education institution as responsible for providing academic advising to students who will enroll in a dual credit course, as specified by SB 1277.

EI(LLEGAL) ACADEMIC ACHIEVEMENT

Revised Administrative Code rules require the academic achievement record to reflect compliance with the requirement to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

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SB 1888 eliminates the Early High School Graduation Scholarship Program.

EIE(LEGAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

HB 4545 eliminates grade advancement provisions for students in grades 5 and 8.

SB 1697 creates parental options to retain students in prekindergarten through grade 8 or retake a high school credit course, even if the student has met the promotion standards or passed the course. In addition, a parent may enroll a student in prekindergarten or kindergarten as specified if the student was eligible the previous year. The bill includes a process to be followed if the district disagrees with the request. However, if the parent participates in that process, the parent may make the final decision whether the student will be retained. The retention provisions for grades 4–8 and for high school courses expire September 1, 2022.

EIE(LOCAL) ACADEMIC ACHIEVEMENT: RETENTION AND PROMOTION

Outdated provisions on grade advancement testing have been removed as a result of HB 4545, including provisions on assignment of retained students, which were based on Administrative Code provisions addressing grade advancement requirements. The statement about eliminating the practice of retaining students is recommended for deletion, as it is only needed if a district operates an optional extended year program (OEYP) under Education Code 29.082.

Accelerated instruction is now addressed at EHBC.

Please review your policy and contact your policy consultant if the district's grade level promotion standards need revision. The article "Level-Up? Promotion to the Next Grade Depends on Board Policy" (available in the TASB Member Center at <https://www.tasb.org/members/enhance-district/local-promotion-standards/>) provides additional information on grade level promotion standards.

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

EIF(LEGAL) ACADEMIC ACHIEVEMENT: GRADUATION

SB 369 adds details regarding how a school counselor reports compliance with the requirement for a student to complete a free application for federal student aid (FAFSA) or Texas application for state financial aid (TASFA).

The statutory expiration date for individual graduation committees was repealed by HB 1603.

Provisions on the Texas First Early High School Completion Program are from SB 1888.

Revised Administrative Code rules clarify that the requirement to demonstrate proficiency in specific communication skills for graduation may be satisfied beginning in grade 8.

EK(LEGAL) TESTING PROGRAMS

We have removed TEA obligations regarding reimbursement procedures for college preparation assessments.

EKB(LEGAL) TESTING PROGRAMS: STATE ASSESSMENT

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

SB 1267 permits the district employee who oversees test administration to require other district employees who administer assessments to repeat test administration training.

References to the Texas Success Initiative Assessment, Version 2.0 (TSIA2) have been added as a result of revised Administrative Code rules.

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Revisions regarding accelerated instruction are based on HB 4545.

EKBA(LLEGAL) STATE ASSESSMENT: ENGLISH LEARNERS/EMERGENT BILINGUAL STUDENTS

The statutory term "limited English proficient" has been changed to "emergent bilingual" (SB 2066).

EL(LLEGAL) CAMPUS OR PROGRAM CHARTERS

HB 3607 revises funding provisions applicable when a district contracts with an open-enrollment charter school to jointly operate a campus.

SBs 1365 and 1697 revise the list of laws applicable to charter campuses or programs.

EMB(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: TEACHING ABOUT CONTROVERSIAL ISSUES

HB 3979 adds numerous restrictions for a social studies course in the required curriculum.

EMI(LLEGAL) MISCELLANEOUS INSTRUCTIONAL POLICIES: STUDY OF RELIGION

HB 2681 permits a district to offer an elective course on the Bible beginning in grade 6, rather than grade 9.

FD(LLEGAL) ADMISSIONS

A statement has been added for new provisions from HB 4545 regarding enrollment in prekindergarten and kindergarten under certain circumstances. A cross-reference has also been added to EIE(LLEGAL).

SB 746 requires a parent to provide to the district in writing the parent's contact information.

In accordance with SB 1615, a student enrolled in an adult high school charter school program is entitled to the benefits of the available school fund if the student is under 50 years of age.

FDA(LLEGAL) ADMISSIONS: INTERDISTRICT TRANSFERS

SB 481 allows a student to transfer to another district if the student's current district will offer only virtual instruction for more than one grading period during the school year.

A cross-reference to CNA has been added for provisions on operating a transportation system outside the district to transport interdistrict transfer students.

FDAA(LLEGAL) INTERDISTRICT TRANSFERS: PUBLIC EDUCATION GRANTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDB(LLEGAL) ADMISSIONS: INTRADISTRICT TRANSFERS AND CLASSROOM ASSIGNMENTS

SB 1365 revises public education grants to make a student eligible if the student is assigned to a campus with any unacceptable performance rating.

FDE(LLEGAL) ADMISSIONS: SCHOOL SAFETY TRANSFERS

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

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FDE(LOCAL)

ADMISSIONS: SCHOOL SAFETY TRANSFERS

Recommended revisions are to reflect a change from HB 375, which amends the offense of continuous sexual abuse of a young child or children to include continuous sexual abuse of “a disabled individual.”

FEA(LEGAL)

ATTENDANCE: COMPULSORY ATTENDANCE

HB 699 requires a school district to excuse a student's absence resulting from a serious or life-threatening illness or related treatment that makes the student's attendance infeasible, if proper documentation is provided.

SB 289 creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license.

HB 3165 provides an affirmative defense to truant conduct if absences were due to a child's voluntary absence from home because of abuse.

FEA(LOCAL)

ATTENDANCE: COMPULSORY ATTENDANCE

We have added text to address SB 289, which creates an optional excused absence for a student who is at least 15 years old to be absent for one day to obtain a learner license and for one day to obtain a driver's license. **Contact the district's policy consultant if your district will not permit these excused absences.** The [Regulations Resource Manual](#) includes at FEA a sample form for students to verify an absence to visit a driver's license office and, at FEB, a chart listing acceptable documentation for absences, including for learner permits and driver's licenses.

Various references about providing verification of the absences addressed in the policy have been consolidated into a single statement.

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

FEC(LEGAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

HB 699 prohibits a district from considering excused absences resulting from a serious or life-threatening illness or related treatment in determining whether a student has satisfied attendance requirements for a final grade or credit.

FEC(LOCAL)

ATTENDANCE: ATTENDANCE FOR CREDIT

Numerous revisions are recommended to this local policy on attendance for credit.

- As reflected in the revision at Absences Considered, in calculating whether a student has met the 90 percent attendance requirement, HB 699 creates an exception for absences resulting from a serious or life-threatening illness or related treatment. The [Regulations Resource Manual](#) includes sample letters to notify parents of student absences, which have been updated to reflect this exception.
- Administrative details on documentation of student illnesses have been included in the *Model Student Handbook* and are recommended for deletion.
- Provisions on the attendance committee's consideration of the best interest of the student, extenuating circumstances, and conditions for awarding credit or a final grade have been revised and reordered to emphasize a student's mastery of the essential knowledge and skills and maintaining a passing grade rather than assigning a student to attend programs for an amount of time equivalent to the student's absences.

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

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FED(LEGAL)

ATTENDANCE: ATTENDANCE ENFORCEMENT

HB 699 prohibits a district from referring a student to truancy court and requires a district to provide counseling to a student who is absent due to a severe or life-threatening illness or related treatment.

The sample Truancy Prevention Measures Checklist in the [Regulations Resource Manual](#) has been updated to reflect this change.

FFAC(LEGAL)

WELLNESS AND HEALTH SERVICES: MEDICAL TREATMENT

SB 1267 requires that training on unassigned epinephrine auto-injectors be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

SB 6 addresses immunity of certain medical professionals for injury or death caused by care, treatment, or failure to provide care or treatment relating to a pandemic disease.

FFB(LEGAL)

STUDENT WELFARE: CRISIS INTERVENTION

HB 3597 provides flexibility regarding the requirement for a district's threat assessment team to include a variety of members with extensive expertise and now requires the superintendent to ensure, *to the greatest extent practicable*, that the members have the required expertise.

FFBA(LEGAL)

CRISIS INTERVENTION: TRAUMA-INFORMED CARE

SB 1267 requires that training on trauma-informed care be in accordance with the district's professional development policy, which must be adopted by August 1, 2022, following publication of the SBEC clearinghouse on continuing education and training requirements. See DMA(LEGAL) above for information.

The bill also repeals the requirement to report on training compliance to TEA.

FFEB(LEGAL)

COUNSELING AND MENTAL HEALTH: MENTAL HEALTH

As required by SB 279, student identification cards must include the contact information for the National Suicide Prevention Lifeline and the Crisis Text Line and may include a local suicide prevention hotline, if available.

FFG(LEGAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

HB 3379 changes the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

In addition, we have reordered provisions to better align with the structure of FFG(LOCAL) and have added an existing definition for completeness.

FFG(LOCAL)

STUDENT WELFARE: CHILD ABUSE AND NEGLECT

Recommended revisions to this local policy incorporate HB 3379 changes to the standard of reporting child abuse and neglect from "cause to believe" to "*reasonable* cause to believe."

A reference to the definition of a person responsible for the care, custody, or welfare of a child has been added for clarification.

We have also clarified that training will be as required by law and district policy in anticipation of the new district professional development policy that must be in place by August 2022. See DMA above for more information.

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FFH(LLEGAL)

STUDENT WELFARE: FREEDOM FROM DISCRIMINATION, HARASSMENT, AND RETALIATION

Dating violence training is now only required on campuses that instruct students in grade six or higher in accordance with SB 1267.

An adjustment to the Note on Title IX explains that the Office for Civil Rights (OCR) has issued a formal interpretation that discrimination on the basis of sex under Title IX includes discrimination on the basis of sexual orientation and gender identity.

FFI(LLEGAL)

STUDENT WELFARE: FREEDOM FROM BULLYING

In accordance with SB 2050, district bullying policies must address prevention and mediation of bullying incidents and comply with minimum standards adopted by TEA. Policy Service will recommend local policy revisions following publication of the TEA minimum standards.

FL(LLEGAL)

STUDENT RECORDS

Changes in federal law prompted revisions regarding access to student information by military recruiters, who may have access to a student's district-provided email address unless a parent has advised the district not to release this information.

FL(LOCAL)

STUDENT RECORDS

At Types of Education Records, we have replaced an outdated reference to the "grade placement committee" with a reference to the "accelerated learning committee" in accordance with HB 4545.

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

FM(LLEGAL)

STUDENT ACTIVITIES

The requirement for the UIL to provide training to extracurricular students in recognizing the symptoms of catastrophic injuries and the risks of using dietary supplements has been removed by SB 1267.

HB 1080 provides that a district may not exclude a student from participating in a UIL activity solely because the student receives outpatient mental health services from a mental health facility or is absent for this purpose.

A district may permit homeschool students to represent the school in UIL activities as provided by HB 547. **If your district will permit homeschool students to participate in UIL activities and you currently have a provision in FD(LOCAL) prohibiting nonenrolled students from participating in curricular or extracurricular activities, please contact your policy consultant for an adjustment to that policy.**

HB 2721 prohibits a student from participating in any future extracurricular activity sponsored by the district or the UIL if the UIL determines that the student caused bodily injury to an extracurricular official in retaliation for the official's performance of duties.

Other provisions have been reordered for better flow.

FNCD(LLEGAL)

STUDENT CONDUCT: TOBACCO USE AND POSSESSION

SB 248 amends the definition of "e-cigarette" to include the liquid solution or other material used in the device.

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FNCG(LLEGAL) STUDENT CONDUCT: WEAPONS

HB 1927 prompted revisions regarding the Penal Code offense of unlawful carrying of weapons and a reference to the appropriate legal source for handgun offenses.

HB 957 removes firearm silencer from the list of prohibited weapons in Texas Penal Code 46.05.

FNG(LLEGAL) STUDENT RIGHTS AND RESPONSIBILITIES: STUDENT AND PARENT COMPLAINTS/GRIEVANCES

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

FOC(LLEGAL) STUDENT DISCIPLINE: PLACEMENT IN A DISCIPLINARY ALTERNATIVE EDUCATION SETTING

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

FOD(LLEGAL) STUDENT DISCIPLINE: EXPULSION

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

FOF(LLEGAL) STUDENT DISCIPLINE: STUDENTS WITH DISABILITIES

When a district takes disciplinary action that constitutes a change of placement for a student who receives special education services, HB 785 requires the district to take certain actions relating to functional behavior assessments and behavioral intervention plans.

GBA(LLEGAL) PUBLIC INFORMATION PROGRAM: ACCESS TO PUBLIC INFORMATION

The name of an employee accused of an improper relationship between an educator and student is confidential until the employee is indicted for the offense, except as specified by HB 246. The [Regulations Resource Manual](#) includes sample procedures to address release of this information by a campus.

Provisions on the release of personal information have been revised for:

- Board members (HB 1082); and
- Current or honorably retired peace officers and commissioned security officers (SB 841).

Confidentiality of crime victim information has been revised based on HB 2357.

The sample election of confidentiality forms in the [Regulations Resource Manual](#) have been updated to reflect these changes.

GBAA(LLEGAL) INFORMATION ACCESS: REQUESTS FOR INFORMATION

Changes to this policy on requests for information are from SB 1225.

- If a district's physical offices are closed, but staff is working remotely, the district must make a good faith effort to continue responding to Public Information Act (PIA) requests for information.
- Provisions on temporary suspension of the PIA due to a catastrophe apply only when a district is *significantly* impacted and limit extensions of a suspension to only once per catastrophe.

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GKA(LLEGAL) COMMUNITY RELATIONS: CONDUCT ON SCHOOL PREMISES

HB 1927 revises the Penal Code's list of places where the possession of weapons is prohibited. Changes in federal law prompted revisions regarding the use of unmanned aircraft systems.

GKD(LLEGAL) COMMUNITY RELATIONS: NONSCHOOL USE OF SCHOOL FACILITIES

HB 525 protects religious organizations from closure by a governmental entity during a disaster. HB 1239 amends the Texas Religious Freedom Restoration Act to prohibit a government agency or public official from ordering the closure of a place of worship and clarifies that the Act cannot be suspended by the governor during a disaster.

GKE(LLEGAL) COMMUNITY RELATIONS: BUSINESS, CIVIC, AND YOUTH GROUPS

Districts may not regulate learning pods in accordance with SB 1955.

GNB(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: REGIONAL EDUCATION SERVICE CENTERS

Changes to the provisions on core services provided by education service centers reflect that the gifted and talented allotment was reinstated by HB 1525.

GNC(LLEGAL) RELATIONS WITH EDUCATIONAL ENTITIES: COLLEGES AND UNIVERSITIES

Provisions requiring certain districts to develop a plan to increase enrollment in higher education were deleted by SB 1677.

GRB(LLEGAL) RELATIONS WITH GOVERNMENTAL ENTITIES: INTERLOCAL COOPERATION CONTRACTS

Provisions on entering into intergovernmental support agreements with a branch of the armed forces have been added as a result of SB 780.

***Resolution of the Board of Trustees of the Canutillo Independent
School District for Texas Association of School Boards
Superintendent of the Year***

WHEREAS, the mission of the Canutillo Independent School District is to support and embrace diversity in a multi-cultural society, where our school community thrives in a safe, engaging, inclusive learning environment, are provided equitable opportunities to ensure our future-ready students are inspired to explore, learn, grow and excel; and

WHEREAS, the vision is that Canutillo ISD is the premier district, leading today to positively impact tomorrow; and

WHEREAS, the exemplary and visionary leadership of Superintendent of Schools Dr. Pedro Galaviz has led Canutillo ISD toward improving student performance; and

WHEREAS, Dr. Galaviz has led major team accomplishments including back-to-back A-ratings in accountability and a National Blue Ribbon School; and

WHEREAS, he has worked together with staff to earn numerous accolades for achieving financial transparency and high-quality financial reporting the last four years; and

WHEREAS, he has directed resources to better equip the District to equitably serve the needs of all students with technology and many more online tools introduced during a global health pandemic to support remote teaching and learning.

THEREFORE, be it resolved to nominate Dr. Pedro Galaviz, Superintendent of Schools, as Texas Association of School Boards Superintendent of the Year.

APPROVED on the ___ day of March 2022 by the Canutillo ISD Board of Trustees.

Sergio Coronado, School Board President

Salvador Payan, Vice President

Patsy Mendoza, Board Secretary

Tristan Hernandez, Trustee

Armando Rodriguez, Trustee

Laure Searls, Trustee

Blanca Trout, Trustee