



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Agenda for Board of Trustees Meeting Tornillo Independent School District

Meeting Date: Wednesday, June 17, 2026

Meeting Type: Regular

Meeting Time: 5:30 PM

Meeting Location: W.E. Neill Service Center

19210 Cobb

Tornillo, TX 79853

Disclaimer

This meeting will be conducted in person at 19210 Cobb Ave., Tornillo, TX, by remote participation, or a combination of both with some board members participating in-person, and others participating remotely by videoconference. A quorum of the Board will be present at all times at the physical location identified in this notice.

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

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

All voting will be done in open session.

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

1. **(OTHER) First Order of Business**
Ms. Marlene Bullard, Board President
 - A. Establish a quorum and call the meeting to order
 - B. Pledge of Allegiance to the United States
 - C. Texas Pledge of Allegiance
 - D. District Mission and Vision
2. **(OTHER) Superintendent's Report**
Dr. Rosa Vega-Barrio, Superintendent
3. **(OTHER) Open Forum**
Ms. Marlene Bullard, Board President
4. **Lone Star Governance**
 - A. (Accountability 1) Review Board's Time Use Trackers
Ms. Marlene Bullard, Board President
5. **(ADVOCACY) Community Engagement on Student Outcome Goals**
Ms. Marlene Bullard, Board President
6. **(VISION Y) Information / Reports / Presentations**
 - A. Financial Reports-Information Only
Mr. Luis M. Guerra, Director of Finance

4

- B. Annual SHAC Report 33
Ms. Linda Rivero, District Nurse
7. **(VISION Y) Board Items**
- A. Consider Approval of Interlocal Joint Services Agreement for Physician Standing Orders to Administ³⁷
Unassigned, Non-Prescribed Medication
Ms. Linda Rivero, District Nurse
- B. Discussion and Possible Action Regarding Voter Approval Tax Rate Election (VATRE) 45
Mr. Luis M. Guerra, Director of Finance
- C. Consider Approval of the 2026-2027 School Year Non-Teacher Salary Pay Scale 51
Mrs. Myrna Lopez, Director of Administrative Services
- D. Consider Approval of the 2026-2027 School Year TL-1 Salary Pay Scale 60
Mrs. Myrna Lopez, Director of Administrative Services
8. **(STRUCTURE) Consent Agenda**
(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
- A. Consider Approval of Minutes from Previous Meetings:
1. Regular Board Meeting Minutes - May 27, 2026 61
 2. Budget Workshop - June 5, 2026 66
- B. Consider Approval of Regular Board Meeting Dates for 2026-2027 67
Dr. Rosa Vega-Barrio, Superintendent
- C. Consider Approval of Revisions to the 2026-2027 Academic Calendar 68
Dr. Rosa Vega-Barrio, Superintendent
- D. Consider Approval of TASB Policy Manual Update 127 (2nd Reading) affecting the following 70
(LOCAL) Policies:
1. BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL
 2. CAA(LOCAL): FISCAL MANAGEMENT GOALS AND OBJECTIVES - FINANCIAL ETHICS
 3. DC(LOCAL): EMPLOYMENT PRACTICES
 4. DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT
 5. DP(LOCAL): PERSONNEL POSITIONS
 6. DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS
 7. DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS
 8. EHBB(LOCAL): SPECIAL PROGRAMS - GIFTED AND TALENTED STUDENTS
 9. FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY
- Dr. Rosa Vega-Barrio, Superintendent
- E. Consider Approval of Shared Services Agreement (SSA) with ESC Region 19 for the 2026-2027 126
Migrant Program
Mrs. Myrna Lopez, Director of Administrative Services
- F. Consider Approval of the 2026-2027 Letter of Agreement Eduphoria Suite / TEKS Bank with ESC 135
Region 19
Mrs. Loretta Aguilar, Instructional Specialist - Technology
- G. Consider Approval of Donations 137
Mr. Luis M. Guerra, Director of Finance
- H. Consider Approval of Agreement Renewal with Texas Tech University Health Sciences Center to 139
provide Child and Adolescent Behavioral Health Services via Telehealth
Mrs. Alicia Alvarado, PK-8 Counselor
- I. Consider Approval of 2026-2027 Organization Chart 149
Dr. Rosa Vega-Barrio, Superintendent
- J. Discussion and Possible Action Regarding Revisions to DC(LOCAL) Policy 150
Dr. Rosa Vega-Barrio, Superintendent
- K. Consider Approval of 2026-2027 Student Code of Conduct 152
Dr. Rosa Vega-Barrio, Superintendent
9. **Next Meeting Tentative Date:** July 29, 2026

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools

TIME USE TRACKER

Date: 05/27/2026

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	11	← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	34
Progress & Accountability	1	← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	4
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	11
Advocacy & Engagement	1	← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	38
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other		Any time spent on an activity that does not meet the conditions listed above →	2
TOTALS	13	98	85

Use For Student Outcome Minutes Percentage Calculation:

13

÷

98

×

100

=

13

% Student Outcome Minutes

TIME USE TRACKER

Date: 06/05/2026

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals		← Minutes setting student outcome goals ← Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar	
		← Minutes setting constraints or theories of action ← Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	164
Progress & Accountability		← Minutes performing Board self-evaluations using the LSG Integrity Instrument ← Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	5
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	1
Advocacy & Engagement		← Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action ← Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	
Other		Any time spent on an activity that does not meet the conditions listed above →	1
TOTALS		166	166

Use For Student Outcome Minutes
Percentage Calculation:

0

÷

166

× 100 =

0

% Student Outcome Minutes



FINANCIAL REPORTS

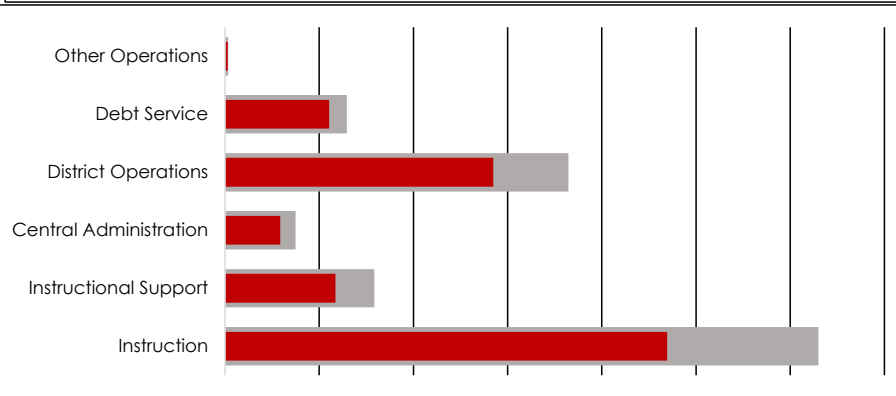
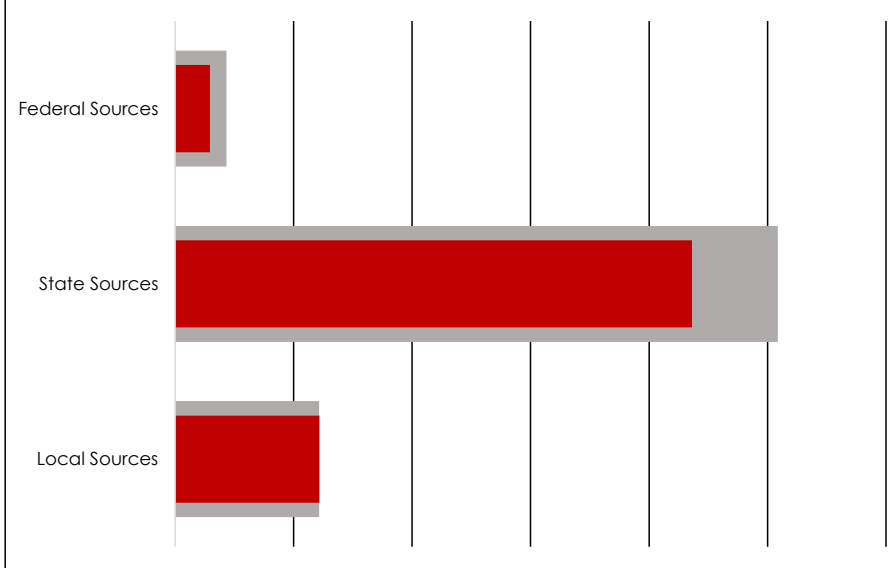
FOR THE MONTH ENDING MAY, 2025

Table of Contents

Summary Report	1
Revenues & Expenditures.....	2
Banking and Investment Pool.....	3
General Fund Cash Flow.....	4
Monthly Investment Summary	5
Investment Trends.....	6
Lone Star Monthly Statement.....	7
Utility Usage & Cost.....	11
El Paso Electric Transformer Upgrades	12
\$25K and Above Payments	13
Check Register	14

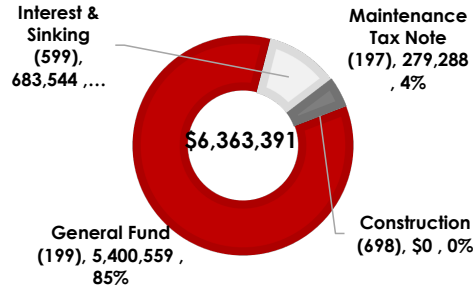
TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
 As of May 31, 2026

Board Adopted Revenue and Expenditures

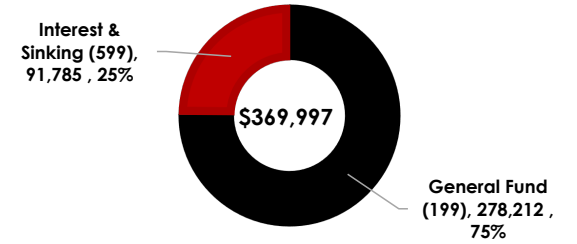


Banking and Investment Pools

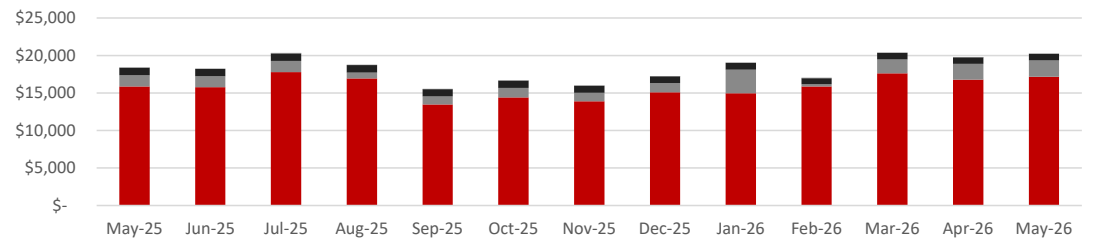
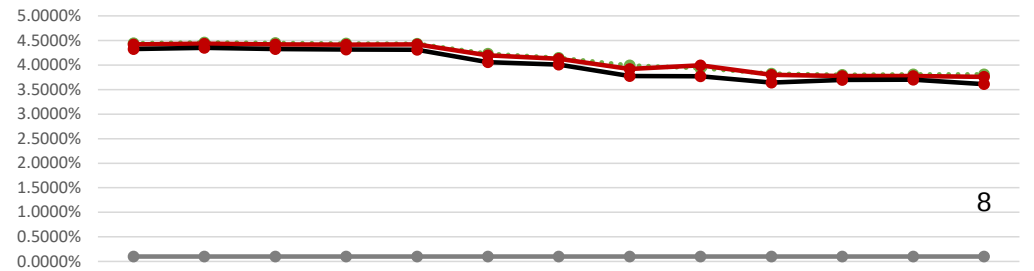
LONE STAR INVESTMENTS



WESTSTAR BANK

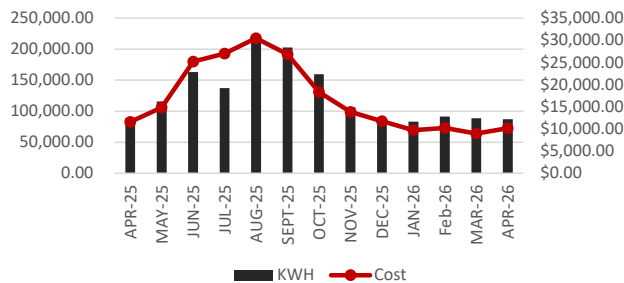


Investment Rate and Interest Revenue Trends

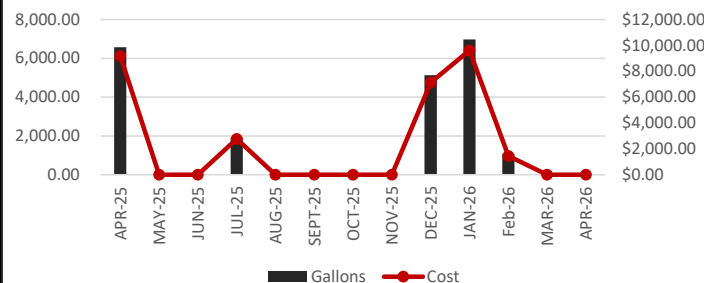


Utilities

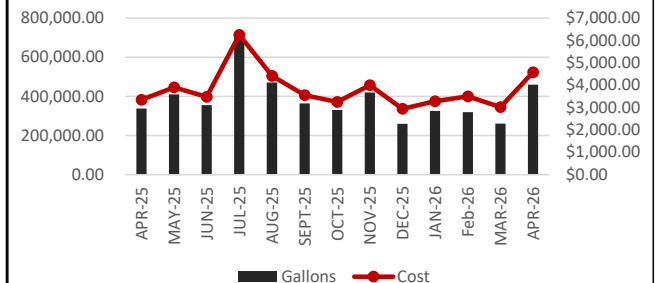
ELECTRICITY



PROPANE



WATER



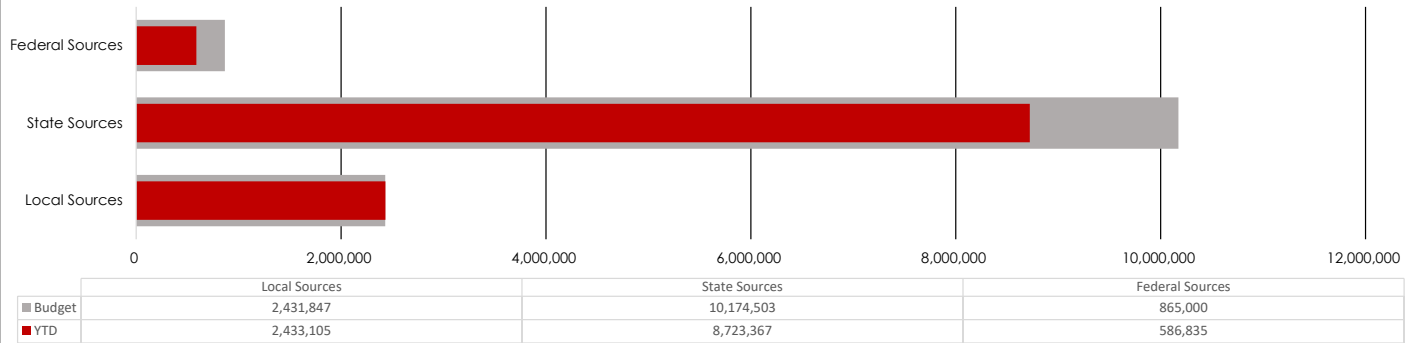
TORNILLO INDEPENDENT SCHOOL DISTRICT

Revenues & Expenditures

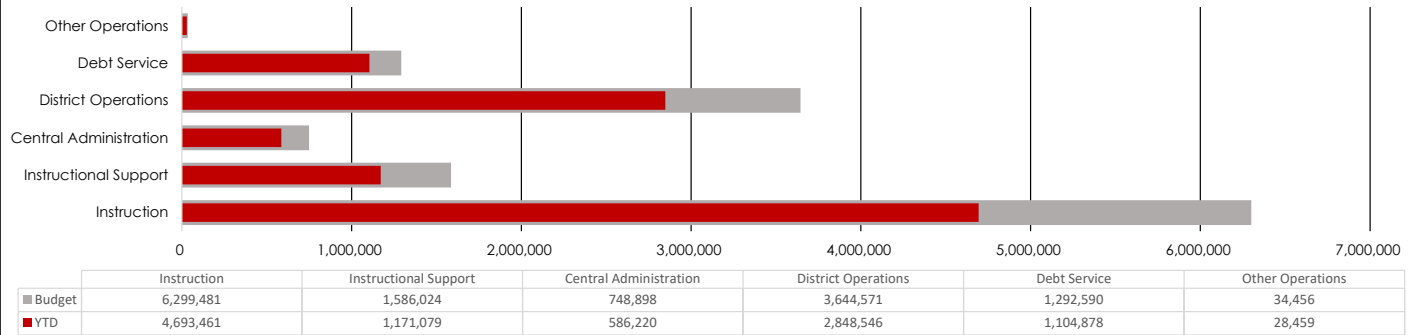
As of May 31, 2026

	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
REVENUES												
Local Sources	114,000	102,640	11,360	1,407,873	1,402,684	5,189	909,974	927,781	(17,807)	2,431,847	2,433,105	(1,258)
State Sources	2,600	2,533	67	9,927,446	8,121,437	1,806,009	244,457	599,397	(354,940)	10,174,503	8,723,367	1,451,136
Federal Sources	705,000	515,452	189,548	160,000	71,384	88,616	0	0	0	865,000	586,835	278,165
Total Revenue:	821,600	620,625	200,975	11,495,319	9,595,505	1,899,814	1,154,431	1,527,178	(372,747)	13,471,350	11,743,307	1,728,043
EXPENSES												
Instruction	0	0	0	6,299,481	4,693,461	1,606,020	0	0	0	6,299,481	4,693,461	1,606,020
Instructional Support	0	0	0	1,586,024	1,171,079	414,945	0	0	0	1,586,024	1,171,079	414,945
Central Administration	0	0	0	748,898	586,220	162,678	0	0	0	748,898	586,220	162,678
District Operations	821,600	641,619	179,981	2,822,971	2,206,927	616,044	0	0	0	3,644,571	2,848,546	796,025
Debt Service	0	0	0	3,500	0	3,500	1,289,090	1,104,878	184,212	1,292,590	1,104,878	187,712
Other Operations	0	0	0	34,456	28,459	5,997	0	0	0	34,456	28,459	5,997
Total Expenses:	821,600	641,619	179,981	11,495,329	8,686,145	2,809,183	1,289,090	1,104,878	184,212	13,606,019	10,432,643	3,173,376

Total Revenues Funds 101, 199 & 599

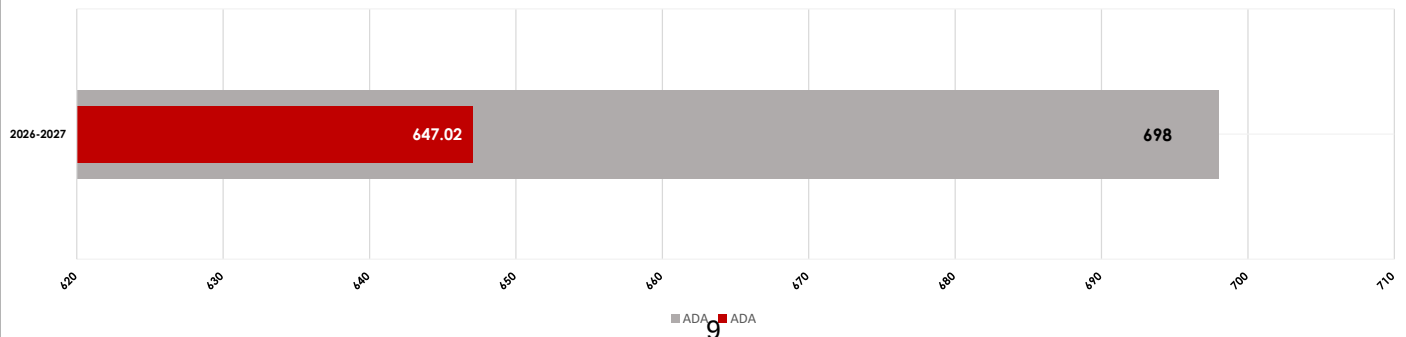


Total Expenditures Funds 101, 199 & 599



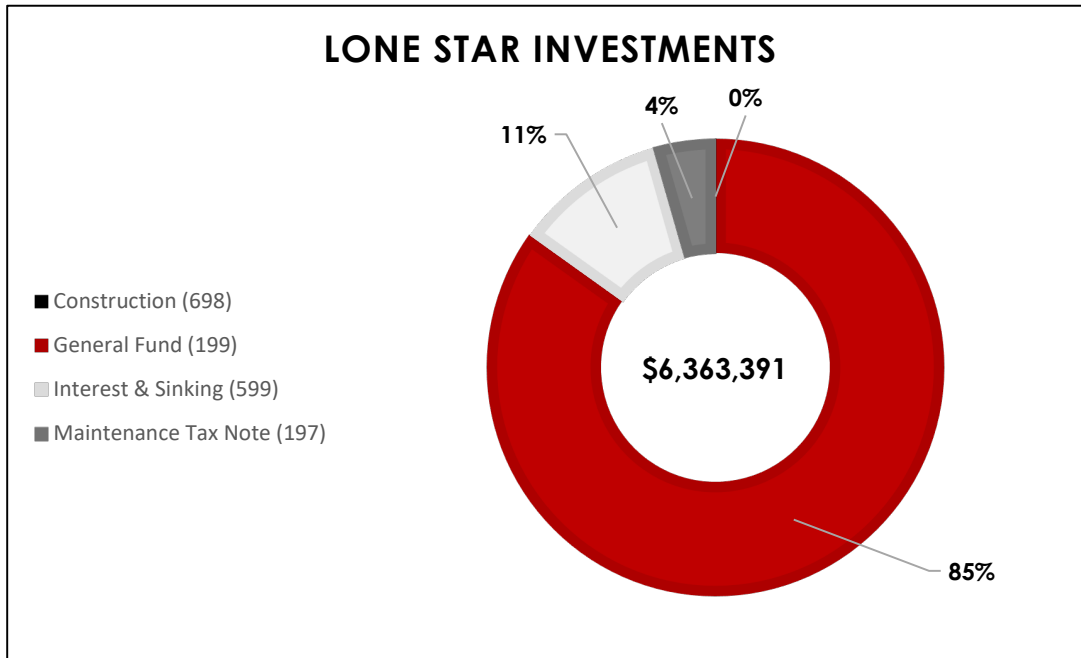
2025-2026 Enrollment & ADA

Current ADA % - 94.18%

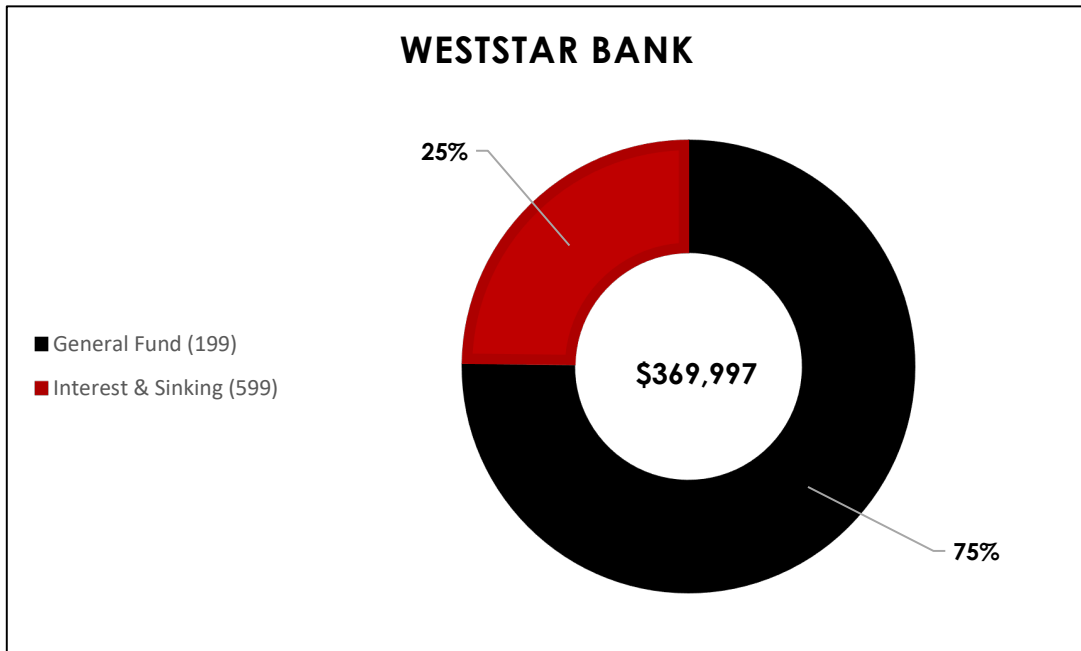


TORNILLO INDEPENDENT SCHOOL DISTRICT

As of May 31, 2026



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	\$0	\$0	\$0
General Fund (199)	5,418,189	5,400,559	(17,631)
Interest & Sinking (599)	681,369	683,544	2,175
Maintenance Tax Note (197)	278,399	279,288	889
Lone Star Investment Pool	\$6,377,958	\$6,363,391	(\$14,567)



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	239,509	278,212	38,703
Interest & Sinking (599)	86,562	91,785	5,223
WestStar Bank	\$326,070	\$369,997	\$43,927

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of May 31, 2026

Beginning Balance \$ 239,509

Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01	5,269			20,932	(5,801)			(19,873)		\$ 240,035
02										\$ 240,035
03										\$ 240,035
04		16,000				(91,936)		(7,354)		\$ 156,745
05		179						(2,568)		\$ 154,355
06								(12,767)		\$ 141,588
07	360	11,576						(3,623)		\$ 149,901
08								(21,940)		\$ 127,962
09										\$ 127,962
10										\$ 127,962
11	1,044							(13,888)		\$ 115,117
12		348						(6,116)		\$ 109,350
13				300,000			(256,065)	(4,895)		\$ 148,391
14						(40,050)		(10,724)		\$ 97,616
15				200,000	(31,297)		(1,399)	(3,526)	(539)	\$ 260,855
16										\$ 260,855
17										\$ 260,855
18								(20,725)		\$ 240,130
19	39	9,784						(6,631)		\$ 243,322
20								(39,596)		\$ 203,726
21		4,578						(3,959)		\$ 204,346
22								(15,367)		\$ 188,978
23										\$ 188,978
24										\$ 188,978
25										\$ 188,978
26	408			300,000				(64,591)		\$ 424,795
27							(275,356)	(19,246)		\$ 130,193
28								(2,294)		\$ 127,898
29		1,002		200,000	(35,188)		(1,399)	(14,119)		\$ 278,195
30										\$ 278,195
31			17							\$ 278,212
Ending Balance										\$ 278,212

Tornillo Independent School District

Monthly Summary of Investments As of May 31, 2026

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE	INTEREST RATE
		5/1/2026				5/31/2026	
199-1110	General Operating	\$ 239,508.52	1,071,519.14	1,032,832.84	16.78	\$ 278,211.60	0.10%
197-1107	Maintenance Tax Note	\$ 278,399.19	0.00	0.00	888.63	\$ 279,287.82	3.7582%
199-1107	Lone Star Inv. Pool#1	\$ 5,418,189.09	965,206.28	1,000,000.00	17,163.20	\$ 5,400,558.57	3.7582%
599-1110	Interest and Sinking	\$ 86,561.81	5,215.72	0.00	7.75	\$ 91,785.28	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	\$ 681,367.33	0.00	0.00	2,174.87	\$ 683,542.20	3.7582%
599-1107	Lone Star Inv. Pool/I&S Government	\$ 2.10	0.00	0.00	0.01	\$ 2.11	3.6098%

12

Statement of Compliance:

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

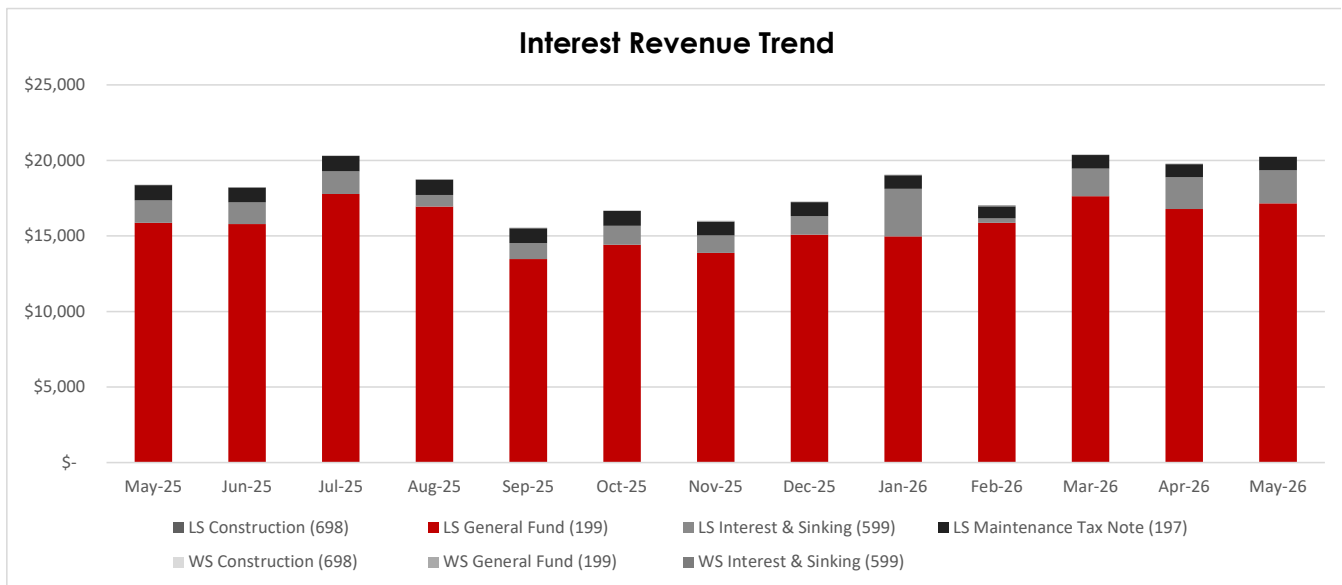
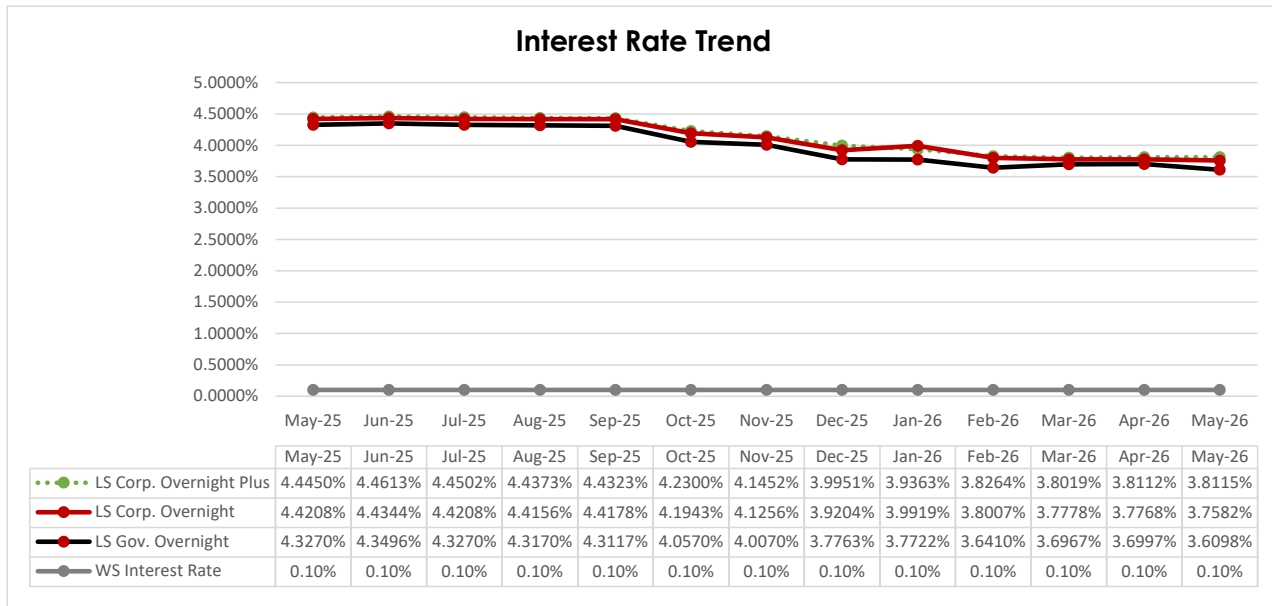
Luis Guerra

Luis Guerra, Director of Finance



TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS



Participant #: 71908

Lone Star™ May 2026
Investment Pool Monthly Statement

Statement Period: 05/01/2026 to 05/31/2026

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



Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	5,400,558.57	1.00	5,400,558.57	84.87%
Totals:				5,400,558.57	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	683,542.20	1.00	683,542.20	10.74%
	Government Overnight Fund	2.11	1.00	2.11	0.00%
Totals:				683,544.31	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	279,287.82	1.00	279,287.82	4.39%
Totals:				279,287.82	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	3.76 %	6,363,388.59	1.00	6,363,388.59	100.00 %
Government Overnight Fund	0.00 %	2.11	1.00	2.11	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
Total Value:				6,363,390.70	100.00 %

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2026	Starting Balance	5,418,189.09			5,418,189.09
05/11/2026	Deposit	5,468,789.09	50,600.00	1.00	50,600.00
05/13/2026	Withdrawal	5,168,789.09	-300,000.00	1.00	-300,000.00
05/15/2026	Withdrawal	4,968,789.09	-200,000.00	1.00	-200,000.00
05/18/2026	Deposit	4,970,187.09	1,398.00	1.00	1,398.00
05/18/2026	Deposit	4,971,036.09 ¹⁴	849.00	1.00	849.00
05/18/2026	Deposit	4,971,217.53	181.44	1.00	181.44



General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/22/2026	Deposit	5,796,175.53	824,958.00	1.00	824,958.00
05/22/2026	Deposit	5,883,395.37	87,219.84	1.00	87,219.84
05/26/2026	Withdrawal	5,583,395.37	-300,000.00	1.00	-300,000.00
05/29/2026	Withdrawal	5,383,395.37	-200,000.00	1.00	-200,000.00
05/29/2026	Interest	5,400,558.57	17,163.20	1.00	17,163.20
05/31/2026	Ending Balance	5,400,558.57			5,400,558.57

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2026	Starting Balance	681,367.33			681,367.33
05/29/2026	Interest	683,542.20	2,174.87	1.00	2,174.87
05/31/2026	Ending Balance	683,542.20			683,542.20

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2026	Starting Balance	2.10			2.10
05/29/2026	Interest	2.11	0.01	1.00	0.01
05/31/2026	Ending Balance	2.11			2.11

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
05/01/2026	Starting Balance	278,399.19			278,399.19
05/29/2026	Interest	279,287.82	888.63	1.00	888.63
05/31/2026	Ending Balance	279,287.82			279,287.82

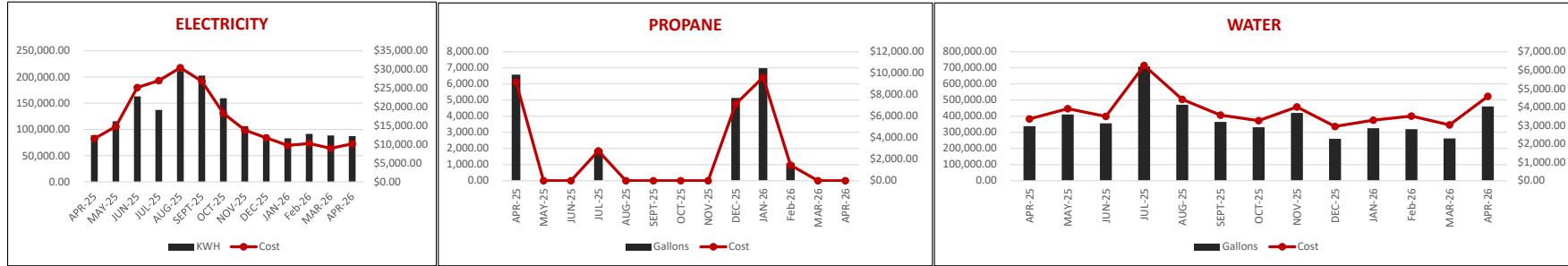
Important Information about this statement

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

TORNILLO INDEPENDENT SCHOOL DISTRICT

UTILITY USAGE AND COST

Rolling 13 Month Comparison



Utility	APR-25	MAY-25	JUN-25	JUL-25	AUG-25	SEPT-25	OCT-25	NOV-25	DEC-25	JAN-26	Feb-26	MAR-26	APR-26	Totals
Electricity:														
KWH	89,223.00	115,603.00	163,101.00	137,237.00	211,317.00	202,535.00	159,507.00	106,190.00	78,939.00	83,168.00	91,356.00	88,633.00	87,237.00	1,614,046.00
Cost	\$11,561.03	\$14,797.39	\$25,176.97	\$27,017.33	\$30,467.53	\$26,835.05	\$18,314.04	\$13,833.00	\$11,742.80	\$9,718.55	\$10,227.07	\$8,957.43	\$10,172.76	\$218,820.95
Unit Cost	\$0.13	\$0.13	\$0.15	\$0.20	\$0.14	\$0.13	\$0.11	\$0.13	\$0.15	\$0.12	\$0.11	\$0.10	\$0.12	\$0.14
Propane :														
Gallons	6,572.30	0.00	0.00	1,920.00	0.00	0.00	0.00	0.00	5,128.70	6,975.50	1,083.40	0.00	0.00	21,679.90
Cost	\$9,173.62	\$0.00	\$0.00	\$2,767.77	\$0.00	\$0.00	\$0.00	\$0.00	\$7,128.90	\$9,617.91	\$1,451.75	\$0.00	\$0.00	\$30,139.95
Unit cost	\$1.40	\$0.00	\$0.00	\$0.72	\$0.00	\$0.00	\$0.00	\$0.00	\$1.39	\$1.38	\$1.34	\$0.00	\$0.00	\$1.39
Water:														
Gallons	338,230.00	410,380.00	355,300.00	706,980.00	471,020.00	364,200.00	330,750.00	419,940.00	259,480.00	325,450.00	319,740.00	261,510.00	460,400.00	5,023,380.00
Cost	\$3,351.20	\$3,907.87	\$3,485.14	\$6,250.65	\$4,411.51	\$3,559.48	\$3,253.93	\$4,000.75	\$2,944.25	\$3,281.06	\$3,503.75	\$3,026.94	\$4,578.23	\$49,554.76
Unit cost	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01	\$0.01

16,823.40
46
\$20,437.36

Tornillo Independent School District

El Paso Electric Transformer Upgrades

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

17

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

TORNILLO INDEPENDENT SCHOOL DISTRICT

\$25K AND ABOVE PAYMENTS

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

Check #	Amount	Vendor	Comments
164334	\$28,988.42	First Financial Group	Consisted of Various Invoices
164361	\$47,800.00	ESC Region 11	Board Approved
164523	\$28,989.02	First Financial Group	Consisted of Various Invoices

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

Check Register

VendorID : WestStar Bank - 100003379

880	05/01/2026	501023	Rosa Vega-Barrio	Issued	\$126.96	Employee Reimbursement Direct Deposit	
881	05/15/2026	501222	Ruth Gonzalez Guajardo	Issued	\$97.78	Employee Reimbursement Direct Deposit	
882	05/15/2026	501157	Luis Guerra	Issued	\$479.23	Employee Reimbursement Direct Deposit	
164319	05/01/2026	500987	Alonso Delgado	Issued	\$243.00	Paper Check	
164320	05/01/2026	501005	Adriana Gonzales	Issued	\$54.00	Paper Check	
164321	05/01/2026	501199	Nayeli Mancinas De Galarza	Issued	\$500.00	Paper Check	
164322	05/01/2026	501160	Albert Realyvasquez	Issued	\$416.00	Paper Check	
164323	05/01/2026	10138	El Paso Disposal, LP	Issued	\$2,164.72	Paper Check	Utilities
164324	05/01/2026	10139	El Paso Electric Co.	Issued	\$10,172.76	Paper Check	Utilities
164328	05/01/2026	10724	Texas AFT- Associate Membership Program	Issued	\$202.50	Paper Check	
164329	05/01/2026	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check	
164330	05/01/2026	20008	Texas State Teacher Association	Issued	\$49.42	Paper Check	
164331	05/01/2026	20009	Association of Texas Professional Educator	Issued	\$60.51	Paper Check	
164332	05/01/2026	20009	Association of Texas Professional Educator	Issued	\$50.43	Paper Check	
164333	05/01/2026	20010	LegalShield	Issued	\$67.76	Paper Check	
164334	05/01/2026	20011	First Financial Group of America	Issued	\$28,988.42	Paper Check	
164335	05/05/2026	20418	Control & Equipment Company	Issued	\$1,880.00	Paper Check	To be determined (by Business Office)
164336	05/06/2026	10190	Fabens Oil Co.	Issued	\$887.45	Paper Check	Fuel
164337	05/06/2026	20915	El Paso Stadium Operations Company	Issued	\$2,212.50	Paper Check	Facility/Entertainment Rental
164338	05/06/2026	21168	Brown Industries, Inc.	Issued	\$374.50	Paper Check	Award Items
164339	05/06/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$176.00	Paper Check	To be determined (by Business Office)
164340	05/06/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$179.10	Paper Check	To be determined (by Business Office)
164341	05/06/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$133.07	Paper Check	To be determined (by Business Office)
164342	05/06/2026	21180	AIScreen Inc.	Issued	\$816.00	Paper Check	Site licenses for software/renewals

Account#: 100003379
Date Range: 05-01-2026 to 05-31-2026

Check Register

Date: 06-02-2026
Time: 08:59 AM
Page 2 of 11

164343	05/08/2026	10630	Region 19 Education Service Center	Issued	\$900.00	Paper Check	To be determined (by Business Office)
164344	05/08/2026	10870	Windstream	Issued	\$1,989.51	Paper Check	Telephone services/supplies
164345	05/08/2026	20987	Elias Welding	Issued	\$1,000.00	Paper Check	Contracted service
164346	05/08/2026	20876	GH Dairy El Paso	Issued	\$396.91	Paper Check	Kitchen - Food
164347	05/08/2026	21026	J-Dogs	Issued	\$630.00	Paper Check	Catering Services
164348	05/08/2026	10073	Career & Technology Association Tx	Issued	\$2,850.00	Paper Check	Technology - Contracted Services
164349	05/08/2026	10358	Hobby Lobby Stores	Issued	\$101.61	Paper Check	Award Items
164350	05/08/2026	10543	Labatt Food Service	Issued	\$5,404.55	Paper Check	Kitchen - Food, Kitchen - Supplies
164351	05/08/2026	10601	Office Depot	Issued	\$9,748.85	Paper Check	Instructional Supplies, Office supplies
164352	05/08/2026	10616	Peter Piper Pizza	Issued	\$33.32	Paper Check	Catering Services
164353	05/08/2026	10617	Pitneybowes	Issued	\$249.57	Paper Check	Postage machines/supplies
164354	05/08/2026	10630	Region 19 Education Service Center	Issued	\$75.00	Paper Check	To be determined (by Business Office)
164355	05/08/2026	10657	Segovia'S Distributing, Inc.	Issued	\$2,451.54	Paper Check	Kitchen - Food
164356	05/08/2026	20572	Dell Marketing L.P.	Issued	\$2,686.80	Paper Check	Technology - Equipment
164357	05/08/2026	20876	GH Dairy El Paso	Issued	\$1,093.88	Paper Check	Kitchen - Food
164358	05/08/2026	20989	Sun City Shredding	Issued	\$497.00	Paper Check	Contracted service
164359	05/08/2026	21017	Mario A. Ayala	Issued	\$180.00	Paper Check	Contracted service
164360	05/08/2026	21027	LEAF Capital Funding LLC	Issued	\$2,520.14	Paper Check	Copiers/supplies
164361	05/08/2026	21150	ESC Region 11	Issued	\$47,800.00	Paper Check	Contracted service
164362	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$721.60	Paper Check	To be determined (by Business Office)
164363	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$177.82	Paper Check	To be determined (by Business Office)
164364	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$323.80	Paper Check	To be determined (by Business Office)
164365	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$216.50	Paper Check	To be determined (by Business Office)
164366	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$323.80	Paper Check	To be determined (by Business Office)
164367	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,087.82	Paper Check	To be determined (by Business Office)

Check Register

164368	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$320.85	Paper Check	To be determined (by Business Office)
164369	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,087.82	Paper Check	To be determined (by Business Office)
164370	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$206.34	Paper Check	To be determined (by Business Office)
164371	05/08/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,087.82	Paper Check	To be determined (by Business Office)
164372	05/08/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$293.15	Paper Check	Concession Supplies
164373	05/08/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$264.42	Paper Check	Concession Supplies
164374	05/08/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$70.02	Paper Check	Concession Supplies
164375	05/08/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$301.10	Paper Check	Concession Supplies
164377	05/12/2026	21054	Jungle Reef	Issued	\$151.87	Paper Check	Facility/Entertainment Rental
164378	05/13/2026	20389	Mountain Desert Water LLC	Issued	\$525.35	Paper Check	To be determined (by Business Office)
164379	05/13/2026	10601	Office Depot	Issued	\$1,688.74	Paper Check	Instructional Supplies, Office supplies
164380	05/13/2026	20389	Mountain Desert Water LLC	Issued	\$183.15	Paper Check	To be determined (by Business Office)
164381	05/13/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$422.00	Paper Check	To be determined (by Business Office)
164382	05/13/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,402.06	Paper Check	To be determined (by Business Office)
164383	05/13/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$323.80	Paper Check	To be determined (by Business Office)
164384	05/13/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$78.87	Paper Check	To be determined (by Business Office)
164385	05/13/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$323.80	Paper Check	To be determined (by Business Office)
164386	05/13/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$51.66	Paper Check	Concession Supplies
164387	05/15/2026	10027	Amerigas Propane, L.P.	Issued	\$7,709.64	Paper Check	Utilities
164388	05/15/2026	10050	Barnes & Noble	Issued	\$675.35	Paper Check	Books
164389	05/15/2026	10054	Bernie Del Hierro	Issued	\$3,850.00	Paper Check	Athletic Officials
164390	05/15/2026	10190	Fabens Oil Co.	Issued	\$4,880.22	Paper Check	Fuel
164391	05/15/2026	10361	Home Depot Credit Services	Issued	\$689.19	Paper Check	General maintenance supplies/repair
164392	05/15/2026	10543	Labatt Food Service	Issued	\$5,883.05	Paper Check	Kitchen - Food, Kitchen - Supplies

164393	05/15/2026	10601	Office Depot	Issued	\$47.44	Paper Check	Office supplies
164394	05/15/2026	10657	Segovia'S Distributing, Inc.	Issued	\$247.03	Paper Check	Kitchen - Food
164395	05/15/2026	20297	The Sherwin Williams Company	Issued	\$462.40	Paper Check	Custodial supplies/equipment/services
164396	05/15/2026	20309	Ewing Irrigation Products, Inc.	Issued	\$1,063.87	Paper Check	Grounds equipment/ supplies/repair
164397	05/15/2026	20338	Rio Seco Ag. LLC	Issued	\$135.50	Paper Check	Contracted service
164398	05/15/2026	20389	Mountain Desert Water LLC	Issued	\$103.95	Paper Check	To be determined (by Business Office)
164399	05/15/2026	20642	Faben's Quick Lube	Issued	\$11.50	Paper Check	Automotive parts/supplies/services
164400	05/15/2026	20763	Walsh Gallegos Kyle Robinson & De Los Santos P.C.	Issued	\$204.00	Paper Check	Contracted service
164401	05/15/2026	20821	Winsupply of West El Paso	Issued	\$1,054.69	Paper Check	General maintenance supplies/repair
164402	05/15/2026	20858	Alamo Industries	Issued	\$1,018.62	Paper Check	Contracted service
164403	05/15/2026	20876	GH Dairy El Paso	Issued	\$927.85	Paper Check	Kitchen - Food
164404	05/15/2026	20895	linde gas & equipment inc	Issued	\$1,139.81	Paper Check	Equipment Rental
164405	05/15/2026	20914	Insect Lore Products	Issued	\$885.70	Paper Check	Instructional Supplies
164406	05/15/2026	21049	APIC Solutions Texas LLC	Issued	\$6,276.48	Paper Check	Technology - Licensing & Software Applications
164407	05/15/2026	21081	Western Welding and Development	Issued	\$4,200.00	Paper Check	Contracted service
164408	05/15/2026	21108	Nancy Menjivar	Issued	\$460.00	Paper Check	Contracted service
164409	05/15/2026	21109	Mark Porras	Issued	\$700.00	Paper Check	Contracted service
164410	05/15/2026	21135	Yvette Sierra Duchene	Issued	\$700.00	Paper Check	Contracted service
164411	05/15/2026	21165	Maria Teresa Robert	Issued	\$840.00	Paper Check	Contracted service
164412	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$75.44	Paper Check	To be determined (by Business Office)
164413	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$700.00	Paper Check	To be determined (by Business Office)
164414	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$854.39	Paper Check	To be determined (by Business Office)
164415	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$72.46	Paper Check	To be determined (by Business Office)
164416	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$60.11	Paper Check	To be determined (by Business Office)
164417	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$760.00	Paper Check	To be determined (by Business Office)

Account#: 100003379
Date Range: 05-01-2026 to 05-31-2026

164418	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$43.96	Paper Check	To be determined (by Business Office)	
164419	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$61.74	Paper Check	To be determined (by Business Office)	
164420	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$320.85	Paper Check	To be determined (by Business Office)	
164421	05/15/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$280.10	Paper Check	Concession Supplies	
164422	05/15/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$396.99	Paper Check	Concession Supplies	
164423	05/15/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$57.11	Paper Check	Concession Supplies	
164424	05/15/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$299.62	Paper Check	Concession Supplies	
164425	05/15/2026	501087	Isela Alvidrez	Issued	\$630.76	Paper Check		
164426	05/15/2026	500069	Elvia Hernandez	Issued	\$230.00	Paper Check		
164428	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$212.32	Paper Check	To be determined (by Business Office)	
164429	05/15/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,587.13	Paper Check	To be determined (by Business Office)	
164430	05/19/2026	20915	El Paso Stadium Operations Company	Issued	\$1,143.75	Paper Check	Facility/Entertainment Rental	
164431	05/20/2026	10013	Texas Department of Public Safety	Issued	\$38.00	Paper Check	Financial institution services	
164432	05/20/2026	10157	El Paso Zoo	Issued	\$188.50	Paper Check	Award Items	
164433	05/20/2026	10190	Fabens Oil Co.	Issued	\$128.06	Paper Check	Fuel	
164434	05/20/2026	10543	Labatt Food Service	Issued	\$9,492.66	Paper Check	Kitchen - Food	
164435	05/20/2026	10657	Segovia'S Distributing, Inc.	Issued	\$646.72	Paper Check	Kitchen - Food	
164436	05/20/2026	20169	El Paso County Water Improvement	Void with Reissue	\$4,578.23	Paper Check	Utilities	05/21/2026
164437	05/20/2026	20447	Super Chef Inc.	Issued	\$1,495.00	Paper Check	Catering Services	
164438	05/20/2026	20642	Faben's Quick Lube	Issued	\$11.50	Paper Check	Automotive parts/supplies/services	
164439	05/20/2026	20709	xSPEDite School Services	Issued	\$110.00	Paper Check	Contracted service	
164440	05/21/2026	20169	El Paso County Water Improvement	Issued	\$4,578.23	Paper Check	Utilities	
164441	05/21/2026	10543	Labatt Food Service	Issued	\$3,547.41	Paper Check	Kitchen - Food	
164442	05/21/2026	10617	Pitneybowes	Issued	\$200.00	Paper Check	Postage machines/supplies	
164443	05/21/2026	10657	Segovia'S Distributing, Inc.	Issued	\$650.50	Paper Check	Kitchen - Food	

Check Register

164444	05/21/2026	20876	GH Dairy El Paso	Issued	\$468.00	Paper Check	Kitchen - Food
164445	05/21/2026	21049	APIC Solutions Texas LLC	Issued	\$10,016.28	Paper Check	Technology - Licensing & Software Applications
164446	05/21/2026	21071	Alfonso Barraza	Issued	\$350.00	Paper Check	Contracted service
164447	05/21/2026	21118	Cybersoft Technologies, Inc.	Issued	\$1,160.00	Paper Check	Contracted service
164448	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$241.68	Paper Check	To be determined (by Business Office)
164449	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,174.80	Paper Check	To be determined (by Business Office)
164450	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,139.00	Paper Check	To be determined (by Business Office)
164451	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$39.99	Paper Check	To be determined (by Business Office)
164452	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$21.28	Paper Check	To be determined (by Business Office)
164453	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$21.59	Paper Check	To be determined (by Business Office)
164454	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$21.28	Paper Check	To be determined (by Business Office)
164455	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$635.94	Paper Check	To be determined (by Business Office)
164456	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$97.04	Paper Check	To be determined (by Business Office)
164457	05/21/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$1,904.24	Paper Check	To be determined (by Business Office)
164458	05/21/2026	21185	The Photobooth 305	Issued	\$700.00	Paper Check	Contracted service
164461	05/22/2026	21071	Alfonso Barraza	Issued	\$1,000.00	Paper Check	Contracted service
164463	05/28/2026	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check	To be determined (by Business Office)
164464	05/28/2026	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check	To be determined (by Business Office)
164465	05/28/2026	20301	El Paso County Tax Assessor-Coll	Issued	\$7.50	Paper Check	To be determined (by Business Office)
164466	05/28/2026	20301	El Paso County Tax Assessor-Coll	Issued	\$10.25	Paper Check	To be determined (by Business Office)
164467	05/28/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$418.60	Paper Check	To be determined (by Business Office)
164468	05/28/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$462.80	Paper Check	To be determined (by Business Office)
164469	05/28/2026	21177	U.S. Bank Corporate Payment Systems	Issued ²⁴	\$164.56	Paper Check	To be determined (by Business Office)

164470	05/28/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$393.69	Paper Check	To be determined (by Business Office)
164471	05/28/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$370.96	Paper Check	To be determined (by Business Office)
164472	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$185.86	Paper Check	Concession Supplies
164473	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$108.41	Paper Check	Concession Supplies
164474	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$223.19	Paper Check	Concession Supplies
164475	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$321.82	Paper Check	Concession Supplies
164476	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$519.78	Paper Check	Concession Supplies
164477	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$83.58	Paper Check	Concession Supplies
164478	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$253.94	Paper Check	Concession Supplies
164479	05/28/2026	21179	U.S. Bank Corporate Payment Systems	Issued	\$116.63	Paper Check	Concession Supplies
164480	05/29/2026	10657	Segovia'S Distributing, Inc.	Issued	\$3,167.74	Paper Check	Kitchen - Food
164481	05/29/2026	10808	Tornillo I.S.D. Cafeteria	Issued	\$144.00	Paper Check	To be determined (by Business Office)
164482	05/29/2026	10870	Windstream	Issued	\$1,989.51	Paper Check	Telephone services/supplies
164483	05/29/2026	20038	wholesale Lumber	Issued	\$73.30	Paper Check	General maintenance supplies/repair
164484	05/29/2026	20120	HB Electronics	Issued	\$1,205.97	Paper Check	Equipment Rental
164485	05/29/2026	20876	GH Dairy El Paso	Issued	\$631.92	Paper Check	Kitchen - Food
164486	05/29/2026	21188	Manjar Sweets	Issued	\$280.00	Paper Check	Contracted service
164487	05/29/2026	10054	Bernie Del Hierro	Issued	\$637.50	Paper Check	Athletic Officials
164488	05/29/2026	10358	Hobby Lobby Stores	Issued	\$64.57	Paper Check	Classroom supplies
164489	05/29/2026	10475	Jose Trinidad Vazquez	Issued	\$12.00	Paper Check	General maintenance supplies/repair
164490	05/29/2026	10616	Peter Piper Pizza	Issued	\$470.00	Paper Check	Catering Services
164491	05/29/2026	10657	Segovia'S Distributing, Inc.	Issued	\$2,195.38	Paper Check	Kitchen - Food
164492	05/29/2026	20024	Responsive Learning	Issued	\$660.00	Paper Check	Instructional materials/textbooks
164493	05/29/2026	20060	Nasco Education LLC	Issued	\$420.41	Paper Check	To be determined (by Business Office)
164494	05/29/2026	20112	Studies Weekly	Issued ²⁵	\$4,215.75	Paper Check	Books

164495	05/29/2026	20206	Texas Excavation Safety System,	Issued	\$50.00	Paper Check	To be determined (by Business Office)
164496	05/29/2026	20215	Spectrum Paper Co, Inc.	Issued	\$9,241.48	Paper Check	Custodial supplies/equipment/services
164497	05/29/2026	20429	Doggett Freightliner of South Te	Issued	\$1,567.95	Paper Check	Automotive parts/supplies/services
164498	05/29/2026	20447	Super Chef Inc.	Issued	\$1,644.50	Paper Check	Catering Services
164499	05/29/2026	20456	Ann Morales	Issued	\$59.50	Paper Check	Contracted service
164500	05/29/2026	20693	Rubber Ducky Screen Printing	Issued	\$992.00	Paper Check	To be determined (by Business Office)
164501	05/29/2026	20791	Zayas Restaurant Group, Inc	Issued	\$1,015.37	Paper Check	Catering Services
164502	05/29/2026	20819	Really Great Reading	Issued	\$2,904.00	Paper Check	Books
164503	05/29/2026	20895	linde gas & equipment inc	Issued	\$59.64	Paper Check	Equipment Rental
164504	05/29/2026	21103	Ranch Restaurants	Issued	\$787.03	Paper Check	Catering Services
164505	05/29/2026	21117	The EPC Museum	Issued	\$670.00	Paper Check	Facility/Entertainment Rental
164506	05/29/2026	21125	H2A Consulting LLC	Issued	\$1,300.00	Paper Check	Contracted service
164507	05/29/2026	21133	Elliott Electric Supply, Inc	Issued	\$112.50	Paper Check	Electrical supplies/repair
164508	05/29/2026	21165	Maria Teresa Robert	Issued	\$1,040.00	Paper Check	Contracted service
164509	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$861.50	Paper Check	
164510	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$17.10	Paper Check	
164511	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$549.00	Paper Check	To be determined (by Business Office)
164512	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$317.76	Paper Check	To be determined (by Business Office)
164513	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$20.52	Paper Check	
164514	05/29/2026	21177	U.S. Bank Corporate Payment Systems	Issued	\$10.26	Paper Check	
164515	05/29/2026	21186	Guadalupe Aguirre	Issued	\$920.00	Paper Check	Contracted service
164517	05/29/2026	10724	Texas AFT- Associate Membership Program	Issued	\$202.50	Paper Check	
164518	05/29/2026	10848	United Way Of El Paso County	Issued	\$45.00	Paper Check	
164519	05/29/2026	20008	Texas State Teacher Association	Issued	\$49.42	Paper Check	
164520	05/29/2026	20009	Association of Texas Professional Educator	Issued	\$60.51	Paper Check	

Account#: 100003379
Date Range: 05-01-2026 to 05-31-2026

Check Register

Date: 06-02-2026
Time: 08:59 AM
Page 9 of 11

164521	05/29/2026	20009	Association of Texas Professional Educator	Issued	\$50.43	Paper Check	
164522	05/29/2026	20010	LegalShield	Issued	\$67.76	Paper Check	
164523	05/29/2026	20011	First Financial Group of America	Issued	\$28,989.02	Paper Check	
10002677	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002678	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002679	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$645.80	ACH	
10002680	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002681	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002682	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH	
10002683	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH	
10002684	05/01/2026	20012	Texas Child Support Disbursement Unit	Issued	\$610.80	ACH	
10002685	05/08/2026	20765	Commerce Bank	Issued	\$9,275.62	ACH	
10002686	05/21/2026	20765	Commerce Bank	Issued	\$1,140.60	ACH	
10002687	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002688	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002689	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002690	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$610.80	ACH	
10002691	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$1.50	ACH	
10002692	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$610.80	ACH	
10002693	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH	
10002694	05/29/2026	20012	Texas Child Support Disbursement Unit	Issued	\$785.00	ACH	
10002695	05/29/2026	20765	Commerce Bank	Issued	\$6,207.93	ACH	
200001903	05/01/2026	10070	C & M Plaque & Trophy Inc.	Issued	\$85.50	Vendor Credit Card	Trophies, awards, medals, ribbons, emblems
200001904	05/01/2026	10105	Continental Termite & Pest Control,	Issued	\$90.00	Vendor Credit Card	Contracted service
200001905	05/01/2026	10308	Guitar Center	Issued	\$100.51	Vendor Credit Card	Audio equipment/supplies
200001906	05/01/2026	10546	Lakeshore Learning Materials	Issued	\$241.23	Vendor Credit Card	Classroom supplies

200001907	05/01/2026	20036	Johnstone Supply	Issued	\$626.60	Vendor Credit Card	General maintenance supplies/repair
200001908	05/01/2026	20257	Seidlitz Education	Issued	\$4,424.50	Vendor Credit Card	Classroom supplies
200001909	05/01/2026	20663	Really Good Stuff, LLC	Issued	\$963.10	Vendor Credit Card	Instructional Supplies
200001910	05/08/2026	10070	C & M Plaque & Trophy Inc.	Issued	\$385.00	Vendor Credit Card	Trophies, awards, medals, ribbons, emblems
200001911	05/08/2026	10546	Lakeshore Learning Materials	Issued	\$28.49	Vendor Credit Card	Classroom supplies
200001912	05/08/2026	10859	Verizon Wireless	Issued	\$82.54	Vendor Credit Card	Technology - Telecommunications & Internet Access
200001913	05/15/2026	10105	Continental Termite & Pest Control,	Issued	\$1,140.00	Vendor Credit Card	Contracted service
200001914	05/15/2026	10542	La Estrella	Issued	\$2,802.45	Vendor Credit Card	Trophies, awards, medals, ribbons, emblems
200001915	05/15/2026	10669	Sonitrol Of El Paso	Issued	\$90.00	Vendor Credit Card	Security - Intrusion/Fire Alarm Services
200001916	05/15/2026	10707	TASBO	Issued	\$310.00	Vendor Credit Card	To be determined (by Business Office)
200001917	05/15/2026	20017	School Specialty Inc.	Issued	\$213.69	Vendor Credit Card	Classroom supplies
200001918	05/15/2026	20470	O'Reilly Auto Enterprises LLC	Issued	\$1,229.25	Vendor Credit Card	Automotive parts/supplies/services
200001919	05/21/2026	20490	Blanco Ordonez Mata & Wallace P.	Issued	\$1,498.00	Vendor Credit Card	Legal
200001920	05/21/2026	10669	Sonitrol Of El Paso	Issued	\$650.00	Vendor Credit Card	Security - Intrusion/Fire Alarm Services
200001921	05/21/2026	10703	TASB	Issued	\$150.00	Vendor Credit Card	To be determined (by Business Office)
200001922	05/21/2026	10859	Verizon Wireless	Issued	\$122.04	Vendor Credit Card	Technology - Telecommunications & Internet Access
200001923	05/29/2026	10070	C & M Plaque & Trophy Inc.	Issued	\$2,988.75	Vendor Credit Card	Trophies, awards, medals, ribbons, emblems
200001924	05/29/2026	10105	Continental Termite & Pest Control,	Issued	\$565.00	Vendor Credit Card	Contracted service
200001925	05/29/2026	10308	Guitar Center	Issued	\$2,648.00	Vendor Credit Card	Audio equipment/supplies
200001926	05/29/2026	10342	Herff Jones	Issued	\$350.92	Vendor Credit Card	Award Items
200001927	05/29/2026	10706	TASB, Inc.	Issued	\$35.00	Vendor Credit Card	To be determined (by Business Office)
200001928	05/29/2026	20017	School Specialty Inc.	Issued	\$2,167.52	Vendor Credit Card	Classroom supplies
200001929	05/29/2026	20036	Johnstone Supply	Issued	\$313.02	Vendor Credit Card	General maintenance supplies/repair
200001930	05/29/2026	20135	William V. MacGill & Co	Issued	\$329.38	Vendor Credit Card	Medical Supplies

Account#: 100003379
Date Range: 05-01-2026 to 05-31-2026

Check Register

Date: 06-02-2026
Time: 08:59 AM
Page 11 of 11

200001931	05/29/2026	20265	4imprint, Inc.	Issued	\$2,979.28	Vendor Credit Card	Apparel
200001932	05/29/2026	20340	Estrellita	Issued	\$3,131.59	Vendor Credit Card	Instructional Supplies
200001933	05/29/2026	20470	O'Reilly Auto Enterprises LLC	Issued	\$719.24	Vendor Credit Card	Automotive parts/supplies/services
Total Checks:							249
Total Amount:							366,375.97

Post Date	Account #	Year	Bdgt Owner	Amount	System	Orig Doc. ID	Vendor Name	Paid Date
4/24/2026	199-00-2110-02-000-00-0-00	2026	000	(475.00)	AP Check	200001899	Continental Termite & Pest Control,	4/24/2026
4/17/2026	101-00-2110-02-000-00-0-00	2026	000	(90.00)	AP Check	200001895	Continental Termite & Pest Control,	4/17/2026
4/24/2026	199-00-2110-02-000-00-0-00	2026	000	(139.75)	AP Check	200001901	Johnstone Supply	4/24/2026
4/10/2026	181-00-2110-02-000-00-0-00	2026	000	(96.00)	AP Check	200001893	La Estrella	4/10/2026
4/10/2026	199-00-2110-02-000-00-0-00	2026	000	(992.00)	AP Check	200001893	La Estrella	4/10/2026
4/10/2026	289-00-2110-02-000-00-0-00	2026	000	(285.00)	AP Check	200001893	La Estrella	4/10/2026
5/1/2026	429-00-2110-02-000-00-0-00	2026	000	(241.23)	AP Check	200001906	Lakeshore Learning Materials	5/1/2026
4/24/2026	199-00-2110-02-000-00-0-00	2026	000	(476.22)	AP Check	200001902	O'Reilly Auto Enterprises LLC	4/24/2026
4/10/2026	199-00-2110-02-000-00-0-00	2026	000	(215.79)	AP Check	200001887	Oriental Trading Co., Inc.	4/10/2026
4/10/2026	289-00-2110-02-000-00-0-00	2026	000	(317.03)	AP Check	200001887	Oriental Trading Co., Inc.	4/10/2026
5/1/2026	429-00-2110-02-000-00-0-00	2026	000	(963.10)	AP Check	200001909	Really Good Stuff, LLC	5/1/2026
5/1/2026	199-00-2110-02-000-00-0-00	2026	000	(4,424.50)	AP Check	200001908	Seidlitz Education	5/1/2026
4/24/2026	199-00-2110-02-000-00-0-00	2026	000	(560.00)	AP Check	200001900	Sonitrol Of El Paso	4/24/2026
5/8/2026	429-00-2110-02-000-00-0-00	2026	000	(28.49)	AP Check	200001911	Lakeshore Learning Materials	5/8/2026
5/1/2026	289-00-2110-02-000-00-0-00	2026	000	(100.51)	AP Check	200001905	Guitar Center	5/1/2026
5/8/2026	199-00-2110-02-000-00-0-00	2026	000	(385.00)	AP Check	200001910	C & M Plaque & Trophy Inc.	5/8/2026
5/1/2026	199-00-2110-02-000-00-0-00	2026	000	(626.60)	AP Check	200001907	Johnstone Supply	5/1/2026
5/21/2026	199-00-2110-02-000-00-0-00	2026	000	(650.00)	AP Check	200001920	Sonitrol Of El Paso	5/21/2026
5/15/2026	101-00-2110-02-000-00-0-00	2026	000	(90.00)	AP Check	200001913	Continental Termite & Pest Control,	5/15/2026
5/15/2026	199-00-2110-02-000-00-0-00	2026	000	(1,229.25)	AP Check	200001918	O'Reilly Auto Enterprises LLC	5/15/2026
5/15/2026	199-00-2110-02-000-00-0-00	2026	000	(1,050.00)	AP Check	200001913	Continental Termite & Pest Control,	5/15/2026
5/15/2026	199-00-2110-02-000-00-0-00	2026	000	(90.00)	AP Check	200001915	Sonitrol Of El Paso	5/15/2026
5/15/2026	244-00-2110-02-000-00-0-00	2026	000	(2,802.45)	AP Check	200001914	La Estrella	5/15/2026
5/15/2026	289-00-2110-02-000-00-0-00	2026	000	(213.69)	AP Check	200001917	School Specialty	5/15/2026
5/8/2026	199-00-2110-02-000-00-0-00	2026	000	(82.54)	AP Check	200001912	Verizon Wireless	5/8/2026
				(16,624.15)				

<u>Payee Name</u>	<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Check Number</u>	<u>Date</u>	<u>Invoice Description</u>	<u>Account Number</u>	<u>Invoice Amount</u>
U.S. Bank National Association	111-4951096-8557832	04/21/2026	164326	05/01/2026	2026 Gifts for AP, Secretary, Paraprofessional, Librarian, Nurses day	865-00-2191-01-999-01-0-00	53.97
U.S. Bank National Association	111-1939286-1149808	04/21/2026	164327	05/01/2026	2026 Gifts for AP, Secretary, Paraprofessional, Librarian, Nurses day	865-00-2191-01-999-01-0-00	173.10
U.S. Bank National Association	114-9846631-4134605	04/16/2026	164339	05/06/2026	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00	176.00
U.S. Bank National Association	242270320288094421965	04/21/2026	164340	05/06/2026	Items for Valentines celebration CO	461-41-6499-00-750-99-0-00	179.10
U.S. Bank National Association	114-9076507-5889051	04/07/2026	164341	05/06/2026	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00	133.07
U.S. Bank National Association	BZNJ6S	05/08/2026	164362	05/08/2026	Reservation Flights for Mrs. Otero and Mrs.	244-13-6411-00-001-22-0-01	721.60
U.S. Bank National Association	BZNJ6S	05/08/2026	164362	05/08/2026	Hernandez CCRSM Leadership Summit	6-10-26 244-13-6411-00-001-22-0-01	
U.S. Bank National Association	432-Delgado	04/17/2026	164363	05/08/2026	Travel for TASB LAC Meeting - I. Delgado	199-41-6419-03-702-99-0-00	177.82
U.S. Bank National Association	BZIY87	05/08/2026	164364	05/08/2026	Flight reservation for CTAC conference Mrs Morales	199-21-6411-00-001-22-0-00	323.80
U.S. Bank National Association	100036	05/05/2026	164365	05/08/2026	Teacher appreciation catering on 5-5-26	289-11-6499-00-999-11-8-00	216.50
U.S. Bank National Association	BZL264	05/08/2026	164366	05/08/2026	Flights for CTAT Summer Conference (Beanes and P. Vega)	244-13-6411-00-001-22-0-01	323.80
U.S. Bank National Association	403-Realyvasquez	04/30/2026	164367	05/08/2026	Hotel reservations for Track Regionals, Abilene on 4-30-26	181-36-6412-00-001-91-0-00	1,087.82
U.S. Bank National Association	303-Moreno	04/24/2026	164368	05/08/2026	Hotel reservation for UIL competition	181-36-6412-00-001-99-0-00	320.85
U.S. Bank National Association	402-Realyvasquez	04/30/2026	164369	05/08/2026	Hotel reservations for Track Regionals, Abilene on 4-30-26	181-36-6412-00-001-91-0-00	1,087.82
U.S. Bank National Association	193321812000175034177	05/02/2026	164370	05/08/2026	Leadership supplies	199-23-6399-00-044-11-0-00	206.34
U.S. Bank National Association	401-Realyvasquez	04/30/2026	164371	05/08/2026	Hotel reservations for Track Regionals,	181-36-6412-00-001-91-0-00	1,087.82
U.S. Bank National Association	401-Realyvasquez	04/30/2026	164371	05/08/2026	Abilene on 4-30-26	181-36-6412-00-001-91-0-00	
U.S. Bank National Association	159148	05/07/2026	164381	05/13/2026	Teacher appreciation catering for May 7, 2026	289-11-6499-00-999-11-8-00	422.00
U.S. Bank National Association	2760	05/07/2026	164382	05/13/2026	Hotel Rooms for GT Field trip on 5-7-26	199-11-6412-00-001-21-0-00	1,402.06
U.S. Bank National Association	BKNHRA	05/13/2026	164383	05/13/2026	Flights for CTAT Summer Conference (Beanes and P. Vega)	244-13-6411-00-001-22-0-01	323.80
U.S. Bank National Association	1926374	05/08/2026	164384	05/13/2026	Maintenance supplies district wide	199-51-6319-00-951-99-0-00	78.87
U.S. Bank National Association	B29Z4Y	05/12/2026	164385	05/13/2026	Travel arrangements for CTAT Conf. - Alicia Alvarado	244-13-6411-00-041-22-0-01	323.80
U.S. Bank National Association	0221001010840421260	04/21/2026	164412	05/15/2026	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00	75.44
U.S. Bank National Association	26-0428-353	04/28/2026	164413	05/15/2026	Tires and alignment for transportation vehicles	199-34-6249-00-934-99-0-00	700.00
U.S. Bank National Association	114-7796601-3680251	05/06/2026	164414	05/15/2026	SPed instructional material	199-11-6399-00-001-23-0-00	854.39
U.S. Bank National Association	114-6178534-8309835	05/07/2026	164415	05/15/2026	New Credit Card	199-53-6399-00-953-99-0-00	72.46
U.S. Bank National Association	1903892	03/25/2026	164416	05/15/2026	Maintenance supplies district wide	199-51-6319-00-951-99-0-00	60.11
U.S. Bank National Association	F07-293344	04/30/2026	164417	05/15/2026	Maintenance supplies district wide	199-51-6319-00-951-99-0-00	760.00
U.S. Bank National Association	114-1825339-6652200	05/06/2026	164418	05/15/2026	SPed instructional material	199-11-6399-00-001-23-0-00	43.96
U.S. Bank National Association	114-6913481-9185067	05/07/2026	164419	05/15/2026	New Credit Card	199-53-6399-00-953-99-0-00	61.74
U.S. Bank National Association	305-Moreno	04/24/2026	164420	05/15/2026	Hotel reservation for UIL competition	181-36-6412-00-001-99-0-00	320.85
U.S. Bank National Association	114-9628784-4955449	05/06/2026	164428	05/15/2026	Decorations for Career Day 5/7/2026	244-11-6399-00-041-22-0-01	212.32
U.S. Bank National Association	114-32146726698660	05/06/2026	164429	05/15/2026	Cell phone locker cases	429-11-6399-10-001-11-0-00	1,587.13
U.S. Bank National Association	114-5474290-6245831	05/06/2026	164448	05/21/2026	Classroom Instructional material	211-11-6399-00-001-30-0-00	241.68
U.S. Bank National Association	BIZ43B	05/13/2026	164449	05/21/2026	2026 TIA Conference	199-13-6411-23-999-11-0-00	1,174.80
U.S. Bank National Association	114-6761371-0567402	05/06/2026	164450	05/21/2026	Graduation video cameras	199-11-6499-00-001-11-2-22	1,139.00
U.S. Bank National Association	114-4049624-3737806	05/13/2026	164451	05/21/2026	EPP Student Photobooth	199-11-6499-00-001-38-0-00	39.99
U.S. Bank National Association	2C9FE870-0011	05/08/2026	164452	05/21/2026	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00	21.28
U.S. Bank National Association	114-0122346-6884235	05/06/2026	164453	05/21/2026	Classroom Instructional material	211-11-6399-00-001-30-0-00	21.59
U.S. Bank National Association	2C9FE870-0010	04/08/2026	164454	05/21/2026	Misc. purchases by the superintendent's office	199-41-6499-00-701-99-0-00	21.28

U.S. Bank National Association	40064761194	05/08/2026	164455	05/21/2026	Hotel reservation for CTAT conference Mrs. Morales	199-21-6411-00-001-22-0-00	635.94
U.S. Bank National Association	114-6174606-6733038	05/06/2026	164456	05/21/2026	Student UIL banquet decorations	181-36-6399-00-041-91-0-70	97.04
U.S. Bank National Association	R6339883775	05/08/2026	164457	05/21/2026	2026 TIA Conference	199-13-6411-23-999-11-0-00	1,904.24
U.S. Bank National Association	114-3486226-1595430	05/06/2026	164459	05/21/2026	End of Year activities	865-00-2191-01-999-01-0-00	232.34
U.S. Bank National Association	114-5570502-0079414	05/06/2026	164460	05/21/2026	End of Year activities	865-00-2191-01-999-01-0-00	48.82
U.S. Bank National Association	C7AS2O	05/20/2026	164467	05/28/2026	2026 TIA Conference	199-13-6411-23-999-11-0-00	418.60
U.S. Bank National Association	C6WB8H	05/20/2026	164468	05/28/2026	TEKSCON 2026 Conference	199-13-6411-00-916-11-0-00	70.68
U.S. Bank National Association	C6WB8H	05/20/2026	164468	05/28/2026	TEKSCON 2026 Conference	255-13-6411-00-999-11-0-00	392.12
U.S. Bank National Association	114-4350269-8531463	05/06/2026	164469	05/28/2026	Office Supplies	199-23-6399-00-001-11-0-00	164.56
U.S. Bank National Association	B86OKU	03/26/2026	164470	05/28/2026	Travel for TASB LAC Meeting - I. Delgado	199-41-6419-03-702-99-0-00	393.69
U.S. Bank National Association	114-7201013-7416261	05/06/2026	164471	05/28/2026	Classroom Instructional material	211-11-6399-00-001-30-0-00	370.96
U.S. Bank National Association	10188159-051326-1150	04/29/2026	164509	05/29/2026	Describe your new line item.	199-11-6412-00-044-21-0-00	861.50
U.S. Bank National Association	23788577787409075915	04/28/2026	164510	05/29/2026	Describe your new line item.	461-41-6499-00-727-99-0-00	17.10
U.S. Bank National Association	111-5835341-9385839	05/13/2026	164511	05/29/2026	EPP Student Photobooth	199-11-6499-00-001-38-0-00	549.00
U.S. Bank National Association	111-1456524-4608206	05/13/2026	164512	05/29/2026	EPP Student Photobooth	199-11-6499-00-001-38-0-00	317.76
U.S. Bank National Association	24343318103883572501	04/28/2026	164513	05/29/2026	Describe your new line item.	461-41-6499-00-727-99-0-00	20.52
U.S. Bank National Association	19604067642433649881	04/28/2026	164514	05/29/2026	Describe your new line item.	461-41-6499-00-727-99-0-00	10.26
U.S. Bank Sams	335423831194087415453	05/03/2026	164372	05/08/2026	Snacks for Teacher Appreciation week	461-23-6499-00-041-11-0-00	293.15
U.S. Bank Sams	800000031522809	05/06/2026	164373	05/08/2026	Light breakfast for	244-11-6499-00-041-22-0-01	264.42
U.S. Bank Sams	800000031522809	05/06/2026	164373	05/08/2026	presenters on Career Day 5/7/2026	244-11-6499-00-041-22-0-01	
U.S. Bank Sams	1041652233	04/29/2026	164374	05/08/2026	TISD Employee Gala Desserts	461-41-6499-00-727-99-0-00	70.02
U.S. Bank Sams	800000038044468	05/06/2026	164375	05/08/2026	Professional development snacks, refreshments and light lunches	199-13-6499-00-001-11-0-00	301.10
U.S. Bank Sams	92743518174388085817	04/29/2026	164386	05/13/2026	Restock break room	199-34-6499-00-934-99-0-00	51.66
U.S. Bank Sams	800000036035396	05/12/2026	164421	05/15/2026	Senior Dinner - Sunset 2026 waters, cupcakes, sodas	199-11-6499-00-001-11-2-22	280.10
U.S. Bank Sams	800000035313784	05/05/2026	164422	05/15/2026	Display for CO conference room	199-41-6499-00-701-99-0-00	396.99
U.S. Bank Sams	99669771550345057029	05/12/2026	164423	05/15/2026	Misc. SpEd department use for hospitality and department use	199-21-6499-00-918-99-0-00	57.11
U.S. Bank Sams	216182823447252650583	04/30/2026	164424	05/15/2026	TISD Employee Gala Desserts	461-41-6499-00-727-99-0-00	299.62
U.S. Bank Sams	10419427618	05/06/2026	164427	05/15/2026	Purchase concession items for the months of March and April 2026	865-00-2191-01-999-01-0-00	59.98
U.S. Bank Sams	80000040731437	05/24/2026	164472	05/28/2026	Professional development snacks, refreshments and light lunches	199-13-6499-00-001-11-0-00	185.86
U.S. Bank Sams	80000040731437	05/24/2026	164472	05/28/2026			
U.S. Bank Sams	10425158105	05/26/2026	164473	05/28/2026	Snacks for superintendent meeting w/seniors	199-11-6499-00-001-11-2-22	108.41
U.S. Bank Sams	946699283520341057079	05/01/2026	164474	05/28/2026	Senior Dinner - Sunset 2026 waters, cupcakes, sodas	199-11-6499-00-001-11-2-22	223.19
U.S. Bank Sams	80000036166738	05/20/2026	164475	05/28/2026	Professional development snacks, beverages for continental breakfast.	199-13-6499-00-001-11-0-00	321.82
U.S. Bank Sams	80000040725993	05/13/2026	164476	05/28/2026	Catering items for J.H. Sports Banquet	181-36-6499-00-041-91-0-00	519.78
U.S. Bank Sams	19631650086276693631	05/25/2026	164477	05/28/2026	Professional development snacks, refreshments and light lunches	199-13-6499-00-001-11-0-00	83.58
U.S. Bank Sams	80000038857449	05/20/2026	164478	05/28/2026	Professional development snacks, refreshments and light lunches	199-13-6499-00-001-11-0-00	253.94
U.S. Bank Sams	80000045976409	05/24/2026	164479	05/28/2026	Professional development snacks, beverages for continental breakfast.	199-13-6499-00-001-11-0-00	116.63
U.S. Bank Sams	705619882570342007009	05/21/2026	164516	05/29/2026	Senior sunset meal items (meat)	865-00-2191-01-001-01-0-00	398.87



Wellness Department
430-D Oil Mill Road
Tornillo, TX 79853
Phone 915.765.3565
Fax 915.765.3599

MEMORANDUM

To: Board of Trustees
From: Linda Rivero, RN
Subject: Annual SHAC Report
Date: 6/3/2026

HISTORY:

Texas Education Code 28.004 mandates completion of the annual report of District School Health Advisory Council's activities for the 2025-2026 school year.

RATIONALE:

The Annual SHAC Report is presented to the Board to provide information regarding recommendations, modifications, and explanations of the Council's activities.

BUDGET IMPACT:

The Annual SHAC Report has no budget impact.

ADMINISTRATIVE RECOMMENDATION:

The administration requests the 2025-26 Annual SHAC Report be informally reviewed.

TORNILLO ISD SCHOOL HEALTH ADVISORY COUNCIL ANNUAL PROGRESS REPORT TO THE BOARD OF TRUSTEES

June 2026

As Required by [Texas Education Code, Section 28.004](#)

AUTHORITY

Each school district in Texas is required in Chapter 28.004 of the Texas Education Code to establish and maintain a district-level School Health Advisory Council. The School Health Advisory Council of the Tornillo Independent School District is specifically authorized by the Board of Trustees in District policies BDF (legal), EHAA (legal).

PURPOSE

The SHAC is an advisory body. Under TEC Section 28.004, the SHAC's duties include recommending policies, procedures, curriculum, and strategies for health education appropriate for specific grade levels designed to prevent obesity, cardiovascular disease, and type 2 diabetes. The council provides invaluable advice on methods to advance student academic performance by promoting, practicing, and coordinating school health education and services, leading to a greater positive impact on student health and learning.

RESPONSIBILITY

Policy BDF (legal) requires board approval of SHAC membership which is comprised of majority parents, community leaders, school personnel, and other representatives, as needed. The SHAC meets at least four times each year and is required to submit a written report to the Board of Trustees at least once annually.

2025-2026 SHAC GOALS

The 2025-2026 SHAC goals were:

- To increase diverse representation in SHAC membership by recruiting underrepresented school personnel, parent groups, and community partners for the 2025-2026 academic year.
- To increase collaboration with community groups over the next two academic years so the SHAC can use community resources to provide appropriate recommendations to the Board.
- To continually review District wellness goals, directives, and responsibilities and implementation of Wellness Plan FFA (Regulation) throughout the 2025-2026 school year.

- To assess District and campus progress toward meeting the wellness policy goals by reviewing campus evaluation data to identify areas of needed improvement.
- Continue to work with the campus stakeholders to develop and implement a school health action plan in each campus improvement plan by the end of the 2025-26 school year.

2025-2026 SHAC ACTIVITIES AND ACCOMPLISHMENTS

During the 2025-2026 academic year, the SHAC had membership elections and recruited underrepresented categories to accomplish SHAC's work to our goal of increasing council diversity.

The SHAC met four times this academic year. The meetings included updates from the district health services and nutrition coordinators on smart snack guidelines, nutrition, and parent, and community outreach planning. Meeting presentations included education/training in safe and healthy school environments, and programming to promote healthy eating and overall healthy lifestyle.

2025-2026 SHAC RECOMMENDATIONS

Following review of materials and community feedback, the SHAC provided support for the district's Wellness policies by creating and implementing supportive and progressive approaches to addressing substance abuse, mental health services, emergency medical response, and by safeguarding healthy school environments that promote nutrition education and physical activity.

CONCLUSION

Since the establishment of the SHAC from [Section 28.004](#), SHACs' responsibilities and their importance in making a positive impact on student health and learning has grown significantly. This document serves to fulfill the legislative requirements mandating SHACs to submit a written report to the Board at least once annually. We hope that, with this report, the Board and SHAC can continue to work together to support student health and well-being.



Wellness Department

430-D Oil Mill Road

Tornillo, TX 79853

Phone 915.765.3565

Fax 915.765.3599

MEMORANDUM

To: Board of Trustees
From: Linda Rivero
Subject: Potential Interlocal Joint Services Agreement with Dr. Ocaranza
Date: 6/3/2026

HISTORY:

The purpose for an interlocal agreement with Dr. Hector Ocaranza is to provide for the establishment and provision of physician standing orders required prior to the administration of unassigned, non-prescribed medication in accordance with with FFAC Legal and Local policy. The primary term of the Agreement begins on May 20, 2026 and continues through June 30, 2031.

RATIONALE:

Education Code 38.211 governs how schools obtain and manage unassigned emergency medication. A licensed physician's standing order is required for District staff to administer epinephrine, naloxone and respiratory distress medications.

BUDGET IMPACT:

The Potential Interlocal Joint Services Agreement with Dr. Hector Ocaranza has no budget impact.

ADMINISTRATIVE RECOMMENDATION:

In order to provide support for our district as we work towards establishing a Coordinated School Health Program, the administration recommends the Interlocal Joint Services Agreement with Dr. Ocaranza be approved as presented.

**IN THE STATE OF TEXAS
COUNTY OF EL PASO**

**INTERLOCAL JOINT SERVICES AGREEMENT
FOR PHYSICIAN STANDING ORDERS TO ADMINISTER UNASSIGNED, NON-
PRESCRIBED MEDICATION (EPINEPHRINE DELIVERY SYSTEMS, MEDICATION
FOR RESPIRATORY DISTRESS, AND OPIOID ANTAGONISTS)**

Pursuant to the Interlocal Cooperation Act, Chapter 791, of the Texas Government Code, this Interlocal Agreement (the or this "Agreement") is made by and between Dr. Hector I. Ocaranza, M.D. (the "Physician") and the Ysleta Independent School District ("YISD") together with the Region 19 Education Service Center ("Region 19") and the following local independent school districts: El Paso Independent School District ("EPISD"), Anthony Independent School District ("AISD"), Canutillo Independent School District ("CISD"), Socorro Independent School District ("SISD"), Fabens Independent School District ("FISD"), San Elizario Independent School District ("SEISD"), Tornillo Independent School District ("TISD"), and Clint Independent School District ("CISD"), hereinafter collectively referred to as the "School Districts" and individually as a "Participating District" or its respective name or acronym as defined herein, and are joined for purposes of establishing joint services to facilitate for the benefit of School Districts and Region 19 all necessary standing orders for unassigned, non-prescribed medication by the Physician. Nothing herein shall be construed to create a direct contractual relationship between or among any of the Participating Districts, Region 19 and YISD.

I. PURPOSE OF INTERLOCAL AGREEMENT

This Agreement constitutes an "interlocal contract" within the meaning of, and authorized by, the Texas Interlocal Cooperation Act, Section 791.001 et. seq. of the Texas Government Code (the "Act"), and, among other things, the purpose of this Agreement is to provide "governmental functions or services", within the meaning of the Act as follows.

The purpose of this Agreement is to provide for the establishment and provision of physician standing orders required of the parties prior to the administration of unassigned, non-prescribed medication in conformance with applicable state law, regulations and related school district policy. This Agreement shall be authorized by the governing body of each party.

II. TERM

- A. The primary term of this Agreement shall begin on May 20, 2026, and continue through June 30, 2031. The Agreement may be renewed for a maximum of two (2) additional one (1) year term options upon written agreement by all renewing parties.
- B. Either party may at any time, without penalty, terminate this Agreement on its behalf by providing at minimum 30 days written notice to all parties then under contract by email and certified mail, return receipt requested, to those individuals identified in the attached contact listing, which is incorporated herein.

- C. Notice of termination by any party or Participating District shall apply solely to that party/district and shall take effect upon receipt of said notice by all indicated parties.

III. POWERS, RESPONSIBILITIES AND DUTIES OF PHYSICIAN

- A. The Physician reserves his right to exercise all lawful powers afforded by law, regulation or policy, and furthermore agrees to fulfill requirements pursuant to this Agreement as follows.
1. Physician shall maintain at his personal expense any required medical licenses and certifications required to fulfill his responsibilities under this Agreement.
 2. Physician acknowledges and certifies that he is “a physician or person who has been delegated prescriptive authority under Occupations Code Chapter 157” and that, accordingly, he is authorized to prescribe unassigned, non-prescribed medication for the use of and in the name of a school district.
 3. Physician shall maintain at his personal expense current and adequate personal medical malpractice liability insurance which coverage shall not exclude Physician’s duties under this Agreement.
 4. Issue, review and renew for any requesting party any necessary written medical authorizations or standing orders as follows:
 - a. Automated External Defibrillator (AED);
 - b. Epinephrine (for auto-injector and nasal spray);
 - c. Naloxone;
 - d. Pulse Oximetry; and
 - e. Medication for Respiratory Distress (subject to availability and in conformance with existing board policy).
 5. Review and evaluate any data recorded or generated by a party’s AED.
 6. Review and assist with any necessary updates to a party’s AED protocol.

IV. POWERS, RESPONSIBILITIES AND DUTIES OF PARTICIPATING SCHOOL DISTRICTS AND REGION 19

- A. Each Participating District, including YISD, reserves its right to exercise all lawful powers to which it is entitled by law, regulation or policy, and furthermore agrees to fulfill requirements pursuant to those authorities and this Agreement as follows.
1. Each Participating District’s applicable campus shall have at least one individual who is authorized and trained to administer an unassigned medication present during regular school hours.
 2. Each Participating District’s applicable campus shall have at least two unused, unexpired unassigned medication doses available.
 3. All unassigned medication shall be stored in a secure location and shall be easily accessible by individuals who are authorized and trained to administer.
 4. Each Participating District remains solely responsible for complying with their respective administrative regulations addressing acquisition, maintenance, expiration,

and disposal of unassigned medication in their district, as well as reporting, employee training, and emergency notification requirements.

V. SEVERABILITY

If any part provision of this Agreement is found held to be illegal or unenforceable, such provision part shall be deemed severable, and the remainder of the Agreement shall remain in full force and effect, and nevertheless be binding.

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties. Any prior oral understandings or written or oral agreements are hereby superseded.

Nothing in this Agreement shall supersede, modify or waive any statutory, policy or administrative requirements applicable to any given Participating District.

VII. EXECUTION

This Agreement may be executed jointly or in counterparts. The authorized signature of an authorized representative of any party or Participating District, whether or not named above herein, shall constitute a binding commitment.

VIII. IMMUNITY

Nothing herein shall waive or reduce the sovereign immunity of the parties hereto or broaden the limited waiver of immunity provided by the Texas Tort Claims Act (TTCA) and the Texas Education Code (TEC) §§ 38.215, 38.227; 25 Texas Administrative Code (TAC) 40.49; 25 TAC 40.71; and 25 TAC 40.89. Sections 38.215 and 38.227 of the Texas Education Code provides a person with immunity from civil or criminal liability or disciplinary action to a person who in good faith acts or fails to act in issuing an order for or prescribing unassigned medication to include epinephrine delivery systems, medication for respiratory distress, and opioid antagonists.

SO AGREED as of the date of approval of the YISD and each other party, respectively.

ACCEPTED AND AGREED TO:

YSLETA INDEPENDENT SCHOOL DISTRICT

By: 
Title: Board President
Date: May 20, 2026

LICENSED PHYSICIAN

By:
Title:
Date:

EL PASO INDEPENDENT SCHOOL DISTRICT

By:
Title:
Date:

ANTHONY INDEPENDENT SCHOOL DISTRICT

By:
Title:
Date:

TORNILLO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

SOCORRO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

CLINT INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

SAN ELIZARIO INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

FABENS INDEPENDENT SCHOOL DISTRICT

By:

Title:

Date:

REGION 19 EDUCATION SERVICE CENTER

By:

Title:

Date:

INTERLOCAL CONTACTS AND ADDRESS INFORMATION

Individual/Entity/School District	Email & Physical Work Address
Dr. Hector I. Ocaranza, M.D.	
Ysleta Independent School District _____(name), _____(title)	
Clint Independent School District _____(name), _____(title)	
Fabens Independent School District _____(name), _____(title)	
San Elizario Independent School District _____(name), _____(title)	
Socorro Independent School District _____(name), _____(title)	
Tornillo Independent School District _____(name), _____(title)	
El Paso Independent School District _____(name), _____(title)	
Anthony Independent School District _____(name), _____(title)	
Canutillo Independent School District _____(name), _____(title)	
Region 19 Education Service Center _____(name), _____(title)	



Financial Services Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050

MEMORANDUM

To: Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Voter Approval Tax Rate Election VATRE
Date: June 17, 2026

HISTORY:

Tornillo ISD has incurred in the last six fiscal years state tax compression (MCR) for Maintenance and Operations (M&O) that has reduced our tax rate from \$1.09 to \$0.6189.

RATIONALE:

Although, property values have gone up about 8% every year, the state has compressed the tax rate so revenue remains the same for Tornillo ISD until 2024 were the homestead exemption for school districts went from \$40,000 to \$100,000. School district revenue is composed of local, state and federal funds. In the state level the funding is calculated into two tiers. Tier I is composed of series of formulas utilizing basic allotment, student populations, and average daily attendance. Tier II funding allows school districts to generate supplemental “enrichment” revenue by levying property taxes beyond the MCR. These additional tax effort pennies are split into two categories: “golden” pennies (Tier II, Level 1) and “copper” pennies (Tier II, Level 2), each with different implications for state funding, recapture, and voter approval. The maximum M&O rate for any district in TY 2026 is $(0.5689 + 0.17)$ to \$0.7389. Currently, TY 2026 we adopted $(0.5689 + .05)$ to 0.6189.

BUDGET IMPACT:

Tornillo ISD could generate revenue that could be used to increase salaries for Tornillo Employees by leveraging funding from the increasing additional pennies resulting in increased state funding. The maximum pennies that the Tornillo could leverage is \$0.12.

ADMINISTRATIVE RECOMMENDATION:

Administration is requesting approval to start the VATRE process and order and efficiency audit.

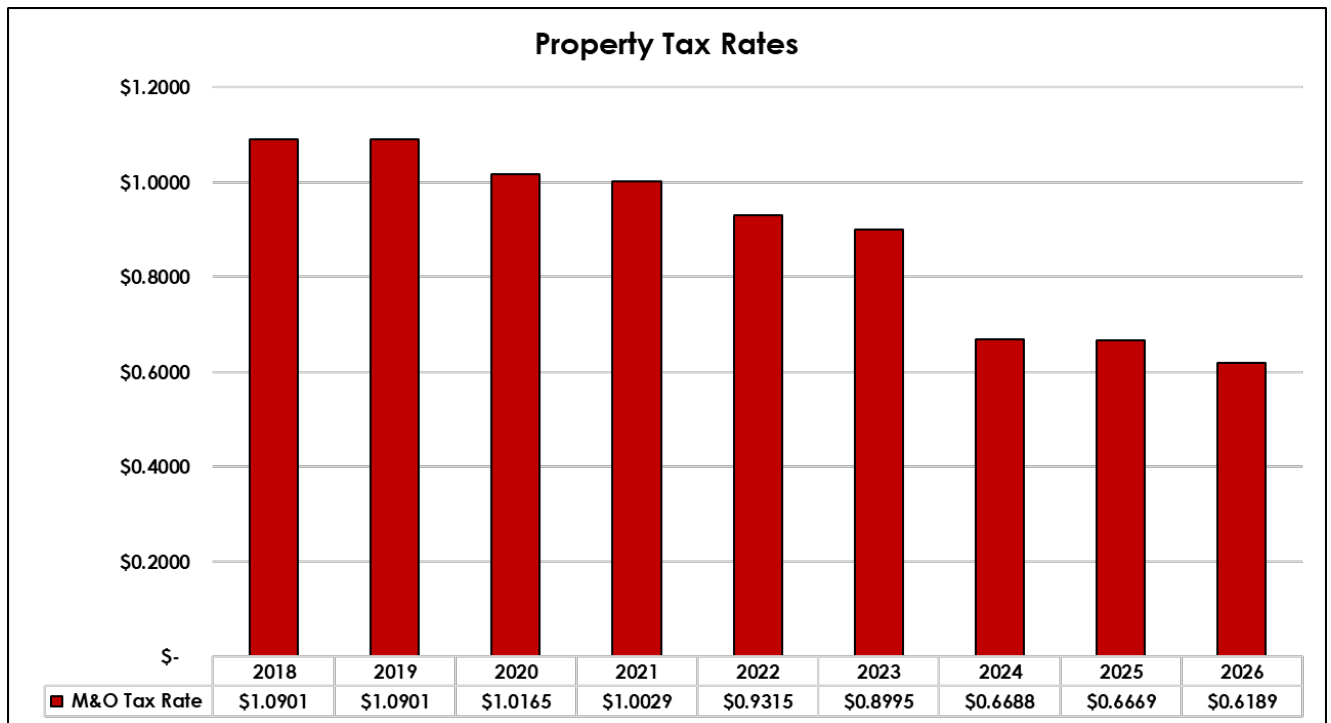
Tornillo ISD tax trend and proposed VATRE

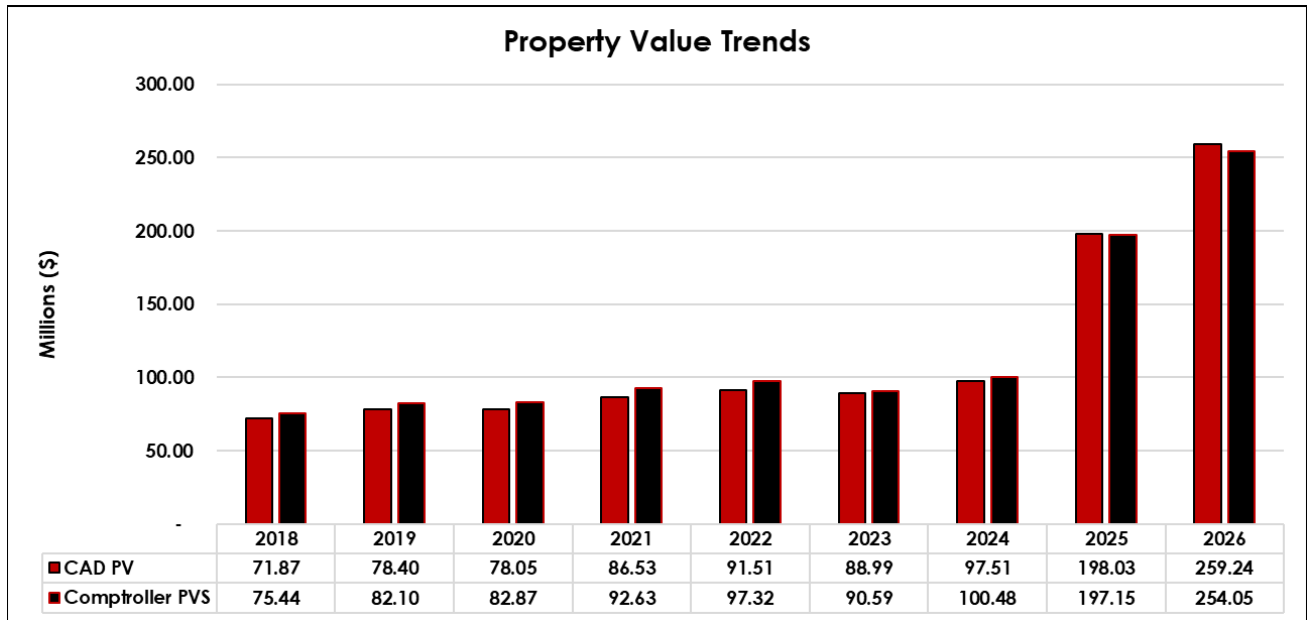
History

In Texas, school districts generate and receive funding for maintenance and operations (M&O) through a two-tiered system. The M&O tax rate comprises the majority of a district's operating revenue.

Tier I M&O funding is determined by a series of formulas based on student attendance and the specific needs of each district's student population. The state and local school district share the cost of its Tier I "entitlement," with the state covering the portion that exceeds the district's share as calculated under the state's school finance formula — known as the "local fund assignment."

The maximum Tier I M&O tax rate a district can levy without voter approval is called the maximum compressed tax rate (MCR), which is calculated annually by the Texas Education Agency (TEA) to proposed rate of \$0.5689. Tornillo ISD has the benefit to access \$0.05 additional golden pennies discussed later to a total proposed rate of 0.6189. Below are the historical tax rate and property value increase through a ten-year period.





Tier II M&O funding allows school districts to generate supplemental “enrichment” revenue by levying property taxes beyond the MCR. These additional tax effort pennies are split into two categories: “golden” pennies (Tier II, Level 1) and “copper” pennies (Tier II, Level 2), each with different implications for state funding, recapture, and voter approval. The maximum M&O rate for any district in TY 2025 is (0.5689 +0.17)

School districts can levy up to eight “golden” pennies per \$100 of taxable property value for Tier II Level 1 enrichment funding, which is not subject to recapture by the state. These “golden” pennies generate a guaranteed yield of \$129.52 per penny per weighted student. In other words, in districts with a tax base that does not generate this amount of funding, the state “equalizes” the yield by providing additional state funding to the school district up to the guaranteed yield.

The first five of the eight “golden” pennies can be accessed at the school board’s discretion without voter approval. However, the remaining three “golden” pennies require voter authorization through a VATRE.

After tapping into the eight “golden” pennies, districts can levy up to nine “copper” pennies for Tier II Level 2 enrichment funding. These “copper” pennies generate a lower guaranteed yield of \$49.28 per penny per weighted student; they are called “copper” pennies because the guaranteed yield is much lower. Unlike “golden” pennies, the “copper” penny revenue is subject to recapture if it exceeds the district’s Tier II entitlement. Accessing any of the nine “copper” pennies also requires voter approval through a VATRE.

Calculations to determine Tier Two Entitlement

To access the total of 0.17 pennies and generate Tier II funding the increase is calculated below (assumption access 3 golden pennies and 9 copper pennies):

$$L1 = \$129.52 \times 1,402 \times 3 \text{ pennies} = \$544,761$$

$$L2 = \$49.28 \times 1,402 \times 9 \text{ pennies} = \$621,815$$

$$L1 + L2 = \$544,761 + \$621,815 = \$1,166,576$$

Potential Impact : Golden Pennies			Potential Impact : Copper Pennies		
	1 Golden Penny -	\$ 181,587.00 (State)		1 Copper Penny	\$69.091 (State)
		\$ 181,587.00			\$69.091
* Three of the eight are only accessible by Voter Approval					
	=	544,761		=	621,815
			Total 1,166,576		

At the local level

A VATRE allows a school district to ask voters for permission to adopt a tax rate that exceeds the district's state-calculated MCR plus the greater of five "golden" pennies or the number of Tier II voter-authorized enrichment pennies set in the prior year to generate additional revenue for operational expenses. This additional M&O revenue can be used to fund critical needs such as salary increase, infrastructure needs due to delayed maintenance on the buildings, roofs, and A/C units and vehicles.

If the VATRE is approved by voters in November, the total tax rate can be increased by 0.12 cents to the maximum rate of \$0.17. If we take current numbers the increased tax rate would cost the owner of an average home in Tornillo, which is valued at \$112,916 according to the El Paso Appraisal District less the tax exemption of \$140,000 will equate to \$0.00 of tax.

Calculation:

$$112,916 - 140,000 = 0/100 \text{ *proposed rate increase (0.12)} = \$0.00 \text{ or total}$$

$$112,916 - 140,000 = 0/100 \text{ *proposed tax rate (0.5689 + 0.17)} = \$0.00 \text{ total tax}$$

Next Steps

April 30: Deadline for chief appraiser to certify estimate of district's property values –

July 3: Deadline to select auditor for efficiency audit for districts seeking a VATRE in the November 3, 2026 election (no later than 4 months before Election Day),

July 18 - August 1: TEA Local Property Value Survey regarding taxable property values and local exemption amounts for the preceding and current tax years

July 25: Deadline for chief appraiser to provide certified appraisal roll to district's tax assessor; if the appraisal review board has not approved the appraisal records by July 20, the chief appraiser must prepare and certify an estimate of taxable property value by July 25

August 1: Deadline for tax assessor to determine district property values and submit appraisal roll to the board

August 5: Deadline for TEA to calculate and make available a preliminary maximum compressed tier one tax rate (MCR) for each district

August 7: Latest date for districts planning a VATRE to publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Texas Comptroller's Form 50-280)

August 15 (or 10 Calendar Days after TEA approves preliminary MCR): • Deadline to appeal preliminary MCR • If not appealed, preliminary MCR becomes final

August 17 (78th day before Election Day): Deadline to order a VATRE to be held on the November uniform election date; a district must adopt its budget and tax rate before ordering an election

August 20: Deadline for districts with September 1 fiscal year to prepare a proposed budget

August 21: Latest date for districts with September 1 fiscal year to publish Notice of Public Meeting to Discuss Budget and Proposed Tax Rate (Texas Comptroller's Form 50-280) if not conducting a VATRE

August 31: • Deadline to adopt budget for district with September 1 fiscal year¹⁷ • Deadline for TEA to issue final determination of MCR appeals¹⁸

September 30 or 60 days after receiving certified appraisal roll (whichever is later): Tax rate must be adopted before the later of these dates if not conducting a VATRE

October 2 (no later than three months after auditor appointment): Efficiency audit completed if the board appointed the auditor on July 5; may be earlier if the auditor was appointed before the deadline; final report is due no later than 90 days after appointment

October 2 (no later than thirty days before Election Day): Efficiency audit results posted on district website; before the VATRE, the board must hold an open meeting to discuss the results²¹

November 3 (First Tuesday after first Monday in November): Uniform election date for VATRE.

***Human Resources Department***

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Myrna Lopez, Director of Administrative Services
Subject: 2026-2027 Staff Pay Grade Scales
Date: June 17, 2026

HISTORY:

Towards the end of every school year, Tornillo ISD evaluates its financial status to look into the possibility to propose a staff salary raise. Salaries are determined to remain competitive in the region while keeping the district's finances in a good stand.

RATIONALE:

The following changes recommended for the new school year are as follows:

3% salary increase for administrators, 5% salary increase for paraprofessionals, & 10% increase for auxiliary from midpoint.

Correction line item for CTE Coordinator (PG 106 to PG 108), Instructional Materials & Digital Learning Specialist (PG 107 to PG 108).

The Diagnostician/SPED/504 Coordinator transfer from PG 107 to PG 108.

Increase daily rates for PG 109 based on regional comparisons.

Increase hourly rates for PG 206 based on regional comparisons.

BUDGET IMPACT:

Employees salaries consume about 80% of the total district budget.

ADMINISTRATIVE RECOMMENDATION:

The Administration recommends to approve the 2026-2027 Staff Pay Grades as presented.



TORNILLO

Independent School District

2026-2027 Pay Structure

Professional Pay Plan

PG 101

	Minimum	Midpoint	Maximum
Daily			

PG 102

	Minimum	Midpoint	Maximum
Daily	\$213.98	\$246.80	\$275.76
226	\$48,359.23	\$55,776.25	\$62,321.21
Finance Coordinator (226)			
District PEIMS Specialist (226)			

PG 103

	Minimum	Midpoint	Maximum
Daily	\$258.90	\$300.51	\$337.22
226	\$58,510.59	\$67,915.65	\$76,212.11
District Manager - Child Nutrition (226)			

PG 104

	Minimum	Midpoint	Maximum
Daily			

PG 105

	Minimum	Midpoint	Maximum
Daily			

PG 106

	Minimum	Midpoint	Maximum
Daily	\$303.02	\$351.69	\$394.64
187	\$56,665.33	\$65,765.37	\$73,797.02
207	\$62,725.79	\$72,799.10	\$81,689.75
217	\$65,756.03	\$76,315.97	\$85,636.12
226	\$68,483.23	\$79,481.15	\$89,187.85
Speech Language Pathologist (187)			
Network Administrator (226)			
System Administrator (226)			

PG 106-TL1

	Minimum	Midpoint	Maximum
Daily	\$313.14	\$361.81	\$404.76
187	\$58,557.42	\$67,658.08	\$75,689.73

207	\$64,820.24	\$74,894.24	\$83,784.89
217	\$67,951.66	\$78,512.32	\$87,832.47
226	\$70,769.93	\$81,768.59	\$91,475.29
Counselor-EL (207)			
Counselor-HS (212)			
Nurse District (226)			

PG 107

	Minimum	Midpoint	Maximum
Daily			

PG 108

	Minimum	Midpoint	Maximum
Daily	\$341.86	\$392.47	\$437.14
226	\$77,260.36	\$88,698.22	\$98,793.64
Assistant Principal (226)			
CTE Coordinator			
Instructional Materials & Digital Learning Specialist (226)			
Diagnostician/SPED/504 Coord. (226)			
School Improvement Coordinator (226)			

PG 109*

	Minimum	Midpoint	Maximum
Daily	\$442.71	\$491.90	\$541.09
226	\$100,052.46	\$111,169.40	\$122,286.34
234	\$103,594.14	\$115,104.60	\$126,615.06
Director-Finance (226)			
Director of Operations (226)			
Director-Facilities/Transportation (234)			
Principal-HS (226)			
Principal-EL (226)			

*Updated to district comparison PG level

	A	B	C	D	E	F	G	H
1	Finance Director	Tornillo ISD	Socorro ISD	Ysleta ISD	Clint ISD	El Paso ISD	Fabens ISD	Anthony ISD
2	Max	\$490.48	\$759.75	\$1,101.48	\$740.96	\$924.23	\$504.54	\$541.09
3	Min	\$387.12	\$541.75	\$749.92	\$531.08	\$655.65	\$350.62	\$442.71



TORNILLO

Independent School District

2026-2027 Pay Structure

Paraprofessional Pay Plan

PG 201

	Minimum	Midpoint	Maximum
Hourly			

PG 202

	Minimum	Midpoint	Maximum
Hourly	\$13.19	\$15.60	\$17.73
187	\$19,731.45	\$23,330.83	\$26,517.31
Nurse Assistant (187)			

PG 203

	Minimum	Midpoint	Maximum
Hourly	\$14.80	\$17.53	\$19.94
187	\$22,138.50	\$26,220.58	\$29,825.94
207	\$24,506.25	\$29,024.92	\$33,015.88
226	\$26,755.62	\$31,689.05	\$36,046.33
Instructional Aides (187)			
Campus Attendance-PEIMS Data			
Clerk (226)			
SPED Case Worker (226)			

PG 204

	Minimum	Midpoint	Maximum
Hourly	\$16.98	\$20.07	\$22.80
226	\$30,702.55	\$36,282.04	\$41,217.88
Secretary-Campus (226)			
Administrative Support/Bus Driver (226)			

PG 205

	Minimum	Midpoint	Maximum
Hourly	\$18.94	\$22.14	\$24.95
187	\$28,338.65	\$33,118.87	\$37,322.63
Parent Liaison (187)			
LVN (187)			
Technology Support Specialist II (226)			

PG 206*

	Minimum	Midpoint	Maximum
Hourly	\$29.12	\$35.09	\$41.05
226	\$52,648.96	\$63,442.72	\$74,218.40
Human Resources Generalist (226)			
Payroll Specialist (226)			

*Updated to district comparison PG level

PG 207

	Minimum	Midpoint	Maximum
Hourly	\$26.75	\$30.85	\$34.47
226	\$48,368.27	\$55,776.25	\$62,321.21
Executive Secretary to Superintendent (226)			

	A	B	C	D	E	F	G	H
1	HR Generalist	Tornillo ISD	Ysleta ISD	Clint ISD	El Paso ISD	Fabens ISD	Anthony ISD	San Elizario ISD
2	Min	\$21.59	\$29.64	\$30.45	\$35.28	\$28.65	\$29.12	\$34.97
3	Max	\$27.80	\$43.54	\$42.93	\$49.73	\$41.23	\$41.05	\$49.10



TORNILLO

Independent School District

2026-2027 Pay Structure

Auxiliary Pay Plan

PG 301

Hourly	Minimum	Midpoint	Maximum
	\$10.24	\$12.11	\$13.76
182	\$14,906.24	\$17,628.96	\$20,031.36
187	\$15,315.75	\$18,113.27	\$20,581.67
Crossing Guard (182)			
Food Service Helper (187)			

PG 301-M

Hourly	Minimum	Midpoint	Maximum
	\$10.37	\$12.26	\$13.93
234	\$19,410.87	\$22,956.39	\$26,084.79
Custodian (234)			

PG 302

Hourly	Minimum	Midpoint	Maximum
	\$12.18	\$14.11	\$15.83
187	\$18,224.60	\$21,112.88	\$23,686.00
Food Service Cook (187)			

PG 303

Hourly	Minimum	Midpoint	Maximum
	\$12.26	\$15.38	\$18.15
237	\$23,247.34	\$29,164.12	\$34,416.04
Public Safety Officer (237)			

PG 304

Hourly	Minimum	Midpoint	Maximum
	\$13.94	\$16.50	\$18.75
234	\$26,101.27	\$30,886.78	\$35,095.90
Bus Driver (234)			

PG 305

Hourly	Minimum	Midpoint	Maximum
	\$15.75	\$18.64	\$21.18
234	\$29,478.67	\$34,892.39	\$39,651.35
Transportation-Mechanic Technician (234)			

Maintenance Worker-General (234)

PG 306

Hourly	Minimum	Midpoint	Maximum
187	\$18.22	\$21.63	\$24.64
	27,260.50	\$32,360.86	\$36,863.82

Campus Manager-Child Nutrition (187)

PG 306-M

Hourly	Minimum	Midpoint	Maximum
234	\$18.46	\$21.91	\$24.96
	\$34,549.41	\$41,013.50	\$46,720.46

Maintenance Worker-Specialty (234)

PG 307

Hourly	Minimum	Midpoint	Maximum



Human Resources Department

19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Myrna Lopez, Director of Administrative Services
Subject: 2026-2027 School Year Teacher Salary Pay Scale
Date: June 17, 2026

HISTORY:

Every new school year, Tornillo ISD reviews teacher salaries and analyzes the possibility of providing an increase depending on the internal and external variables. The compensation information is intended to align to local school board policies and goals as well as state and federal regulations.

RATIONALE:

Teacher salaries are determined to remain competitive in the region while keeping the district's finances in a good stand. Every salary increase is carefully analyzed to ensure that it will be sustainable over the years. For the 2026-2027 school year, an increase of salary recommended for classroom teachers 0-4 years and instructional specialist is only the "step" which is equivalent to one more year of experience.

BUDGET IMPACT:

The budget impacts is about \$24,000

ADMINISTRATIVE RECOMMENDATION:

The Administration recommendation to approve the "step" increase in salary for classroom teachers 0-4 years and instructional specialists.



Minutes of Regular Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

Wednesday, May 27, 2026

Present: Ofelia Bosquez, Marlene Bullard, Ines Delgado, Ida Estrada, Hector Lopez (via Zoom)

Absent: Maria Saldana, Enrique Vega.

1. (OTHER) First Order of Business

5:30 PM –
5:32PM

A. Establish a quorum and call the meeting to order
The meeting was called to order at 5:30 PM by Board President Marlene Bullard, and it was established that a quorum was present.

B. Pledge of Allegiance to the United States
Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America.

C. Texas Pledge of Allegiance
Marlene Bullard, Board President, led the Board of Trustees in the Texas Pledge of Allegiance

D. District Mission and Vision
Ofelia Bosquez, Board Secretary, read the District Mission and Vision Statements.

2. (OTHER) Superintendent's Report

5:32PM –
5:35PM

Dr. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Report.

No Action Necessary

3. (OTHER) District Recognitions

A. Do Your Best Recognitions

5:35PM –
6:13PM

1. 5th Grade Steel Drums - 1st Division Loretto Fine Arts Festival
Dr. Rosa Vega-Barrio, Superintendent, recognized the 5th Grade Steel Drums group for placing 1st at Loretto Fine Arts Festival.

No Action Necessary.

2. THS Band - 1st Division Loretto Fine Arts Festival
Dr. Rosa Vega-Barrio, Superintendent, recognized THS Band for placing 1st at Loretto Fine Arts Festival.

No Action Necessary.

3. NHS Service Projects - Allison Rangel
Dr. Rosa Vega-Barrio, Superintendent, recognized Allison Rangel for her NHS Service Project.

No Action Necessary.

4. Volunteer Soccer Coaches

Mrs. Myrna Lopez, PK-8 Principal, recognized the Volunteer Soccer Coaches.
No Action Necessary.

5. THS Cooking Class
Dr. Rosa Vega-Barrio, Superintendent, recognized Ms. Adriana Gonzales for her after-school cooking class.

No Action Necessary.

6. Varsity Track Regional Qualifier
Dr. Rosa Vega-Barrio, Superintendent, recognized Varsity Track Regional Qualifier.

No Action Necessary.

7. Varsity Tennis Regional Qualifiers
Dr. Rosa Vega-Barrio, Superintendent, recognized Varsity Tennis Regional Qualifiers.

No Action Necessary.

8. EPCC Spring Graduates
Dr. Rosa Vega-Barrio, Superintendent, recognized EPCC Spring Graduates.

No Action Necessary.

9. CTE Certifications
Dr. Rosa Vega-Barrio, Superintendent, recognized students who received CTE certifications.

No Action Necessary.

10. Maintenance & Bus Driver Appreciation
Dr. Rosa Vega-Barrio, Superintendent, recognized Maintenance and Bus Drivers.

No Action Necessary.

11. School Lunch Heroes – CNS
Dr. Rosa Vega-Barrio, Superintendent, recognized School Lunch Heroes – CNS team.

No Action Necessary.

4. **(OTHER) Open Forum**

- Ms. Elvia Hernandez, TISD Teacher, participated in Open Forum. She voiced concerns regarding lack of instruction during her absence.
- Mrs. Estela Pacheco, TISD Parent, participated in Open Forum. She spoke regarding board member attendance during board meetings.

5. **Lone Star Governance**

A. **Student Outcome Monitoring:**

1. **EOY Data**

Mrs. Myrna Lopez, PK-8 Principal, presented the Board of Trustees with EOY Data.

No Action Necessary.

B. **2025-2026 TELPAS Data**

6:13PM –
6:23PM

6:23PM –
6:32PM

6:32PM –
6:34PM

Mrs. Loretta Aguilar, Instructional Specialist – Technology, presented the Board of Trustees with the 2025-2026 preliminary TELPAS Data.

6:34PM –
6:35PM

- C. (Accountability 1) Review Board's Time Use Tracker
Ms. Marlene Bullard, Board President, facilitated the review of the Board's Time Use Tracker.
No Action Necessary.

6:35PM –
6:36PM

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

6:36PM –
6:37PM

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

- A. Financial Reports-Information Only
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for April 2026.
No Action Necessary.

6:37PM –
6:44PM

- B. Counseling Department Updates
Mrs. Alicia Alvarado, PK-8 Counselor, presented the Board of Trustees with the Counseling Department Updates.
No Action Necessary.

6:44PM –
6:46PM

- C. El Paso K-12 AI Learning Incubator
Mrs. Loretta Aguilar, Instructional Specialist - Technology, presented the Board of Trustees with the El Paso K-12 AI Learning Incubator.
No Action Necessary.

6:46PM –
6:47PM

- D. Annual Screening Report
Ms. Linda Rivero, District Nurse, presented the Board of Trustees with the Annual Screening Report.
No Action Necessary.

6:47PM –
6:53PM

- E. 2027 Senior Trip
Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the 2027 Senior Trip.
No Action Necessary.

6:53PM –
7:01PM

- F. Year-to-Date Transportation Report
Mr. Rene Estrada, Maintenance / Transportation Director, presented the Board of Trustees with the Year-to-Date Transportation Report.
No Action Necessary.

7:01PM –
7:04PM

8. **(VISION Y) Board Items**

- A. Consider the Recommendation of the Superintendent and Administration to Propose Non-renewal of the Term Contract of M. Hernandez based on the End of Grant Funding for the Contracted Position (Program Change) in Accordance with the Contract and Board Policy DFBB and Issue Appropriate Notice to the Employee
Dr. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Non-renewal of the Term Contract of M. Hernandez based on the End of Grant Funding for the Contracted Position (Program Change).
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Non-renewal of the Term Contract of M. Hernandez, as presented.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Hector Lopez: Yea

Yea: 5, Nay: 0

- B. Consider Approval of Athletics Support and Development Agreement between El Paso Children's Hospital and Tornillo ISD

Dr. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Athletics Support and Development Agreement between El Paso Children's Hospital and Tornillo ISD.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Athletics Support and Development Agreement between El Paso Children's Hospital and Tornillo ISD, as presented.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Hector Lopez: Yea

Yea: 5, Nay: 0

9. **(STRUCTURE) Consent Agenda**

(All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)

- A. **Consider Approval of Minutes from Previous Meetings:**

1. Regular Board Meeting Minutes - April 29, 2026

- B. Consider Approval of Budget Amendments

- C. Consider Approval of Engagement Letter with Gibson, Ruddock, Patterson LLC

- D. Consider Approval of Low Attendance Waiver

- E. Consider Approval of TASB Policy Manual Update 127 (1st Reading) affecting the following (LOCAL) Policies:

1. BJCF(LOCAL): SUPERINTENDENT - NONRENEWAL

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

3. DC(LOCAL): EMPLOYMENT PRACTICES

4. DH(LOCAL): EMPLOYEE STANDARDS OF CONDUCT

5. DP(LOCAL): PERSONNEL POSITIONS

6. DPA(LOCAL): PERSONNEL POSITIONS - PRINCIPALS

7. DPB(LOCAL): PERSONNEL POSITIONS - OTHER PERSONNEL POSITIONS

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

9. FFF(LOCAL): STUDENT WELFARE - STUDENT SAFETY

- F. Consider Approval of 2026-2027 Letter of Reasonable Assurance

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve ALL items on the Consent Agenda, as presented.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Hector Lopez: Yea

Yea: 5, Nay: 0

10. **Next Meeting Tentative Date: June 5, 2026 - Budget Workshop**

There being no further business, Ida Estrada made the motion and Ofelia Bosquez seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 7:08 PM

Marlene Bullard
President, Board of Trustees

Date

Ofelia Bosquez
Secretary, Board of Trustees

Date



Minutes of Special Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

Friday, June 5, 2026

Present: Ofelia Bosquez, Marlene Bullard, Ines Delgado, Ida Estrada, Hector Lopez, Maria Saldana

Absent: Enrique Vega

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

5:31PM –

Ms. Marlene Bullard, Board President

5:32PM

A. Establish a quorum and call the meeting to order

The meeting was called to order at 5:31 PM by Board President Marlene Bullard, and it was established that a quorum was present.

B. Pledge of Allegiance to the United States

Marlene Bullard, Board President, led the Board of Trustees in the Pledge of Allegiance to the United States of America.

5:32PM –

2. **(OTHER) Open Forum – None**

5:33PM

3. **(STRUCTURE) Board Items**

5:33PM –

A. Budget Workshop

8:17PM

The Cabinet and Leadership team presented the Budget Workshop to the Board of Trustees.

No Action Necessary.

8:17PM

4. **Next Meeting Tentative Date:** June 17, 2026

There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 8:17 PM.

Marlene Bullard
President, Board of Trustees

Date

Ofelia Bosquez
Secretary, Board of Trustees

Date



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Board of Trustees Calendar of Meetings Dates 2026 - 2027

Date	Location	Time	Type	Notes
Wednesday, August 26, 2026	W.E. Neil Building	5:30 PM	Regular	Formative Evaluation of Superintendent
Wednesday, September 30, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, October 28, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, November 18, 2026	W.E. Neil Building	5:30 PM	Regular	
Wednesday, January 20, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, February 24, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, March 31, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, April 28, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, May 26, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, June 23, 2027	W.E. Neil Building	5:30 PM	Regular	
Wednesday, July 28, 2027	W.E. Neil Building	5:30 PM	Regular	

***Any changes to the schedule will be done with the guidelines allowable by BE (LOCAL).**



TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MEMORANDUM

To: Board of Trustees
From: Mrs. Rosa Vega-Barrio, Superintendent
Subject: Revised 2026-2027 Academic Calendar
Date: June 17, 2026

HISTORY:

The 2026-2027 academic calendar was approved by the Board of Trustees on February 25, 2026. The calendar was developed in alignment with instructional requirements, district goals, and community input.

RATIONALE:

Upon further review, it was discovered that the approved calendar required the following revisions to better align with required instructional minutes: inadvertently omitted two key elements:

- School day for all grades will be 8:00 AM – 4:00 PM
- March 5th planning day instead of 15th and 16th
- Move March intersession to the 8th – 12th and spring break to 15th – 19th
- The 4th 9 weeks will begin on March 22nd instead of the original date of the 17th
- May 24th – 26th will be half days for students
- May 27th will be last day of school and half day for teachers and students

BUDGET IMPACT:

None

ADMINISTRATIVE RECOMMENDATION:

Administration is recommending the Board of Trustees approve the revised academic calendar for 2026-2027, as presented.

TISD 2026-2027

Academic Calendar

July 2026						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	
August 2026						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
September 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			
October 2026						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31
November 2026						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					
December 2026						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JULY

20	06/29	- 07/03	District Closed
20	07/17		New Employee Orientation
5	07/20	- 07/24	District Staff Development
5	07/27		1st Semester Begins / Classes Begin

SEPTEMBER

	09/07		Holiday - Labor Day
	09/16		P/T Conference for PK-6
	09/17		P/T Conference for HS
21	09/28	- 10/02	Extended Year/Makeup Days

OCTOBER

21	10/05	- 10/09	District Closed
26	10/12	- 10/13	Teacher Planning / No School for Students

NOVEMBER

	11/11		Wellness Day - District Closed
	11/23	- 11/27	Holiday - Thanksgiving

DECEMBER

21	11/30	- 12/11	Testing - STAAR
62	12/17		Early Release for Students/Teachers
18	12/18		Wellness Day - District Closed
44	12/21	- 01/01	Holiday - Christmas Break

JANUARY

	01/04	- 01/05	Teacher Planning / No School for Students
	01/06		2nd Semester Begins / Classes Begin
	01/18		Holiday - MLK/COVID-Weather Makeup Days

FEBRUARY

17	02/15		Wellness Day - District Closed
79	02/17		P/T Conference for PK-6
13	02/18		P/T Conference for HS
57	02/16	- 02/26	Testing - STAAR

MARCH

	03/05		Teacher Planning / No School for Students
	03/08	- 03/12	Extended Year/Makeup Days
16	03/15	- 03/19	Holiday - Spring Break
95	03/26		Holiday - Good Friday
15	03/29		Wellness Day - District Closed

APRIL

72	04/05	- 04/29	Testing - STAAR
----	-------	---------	----------------------

May

	05/03		Wellness Day - District Closed - Weather Makeup Days
	05/24	- 05/26	Early Release for Students
14	05/27		Early Release for Students/Teachers
109	05/31		Holiday - Memorial Day

June

85	06/01	- 06/11	Extended Year/Makeup Days
	06/14	- 06/25	Testing - STAAR
	06/28	- 07/02	District Closed

Instructional Minutes : State Minimum: 75,600 (PK-12th)

Weeks Days Minutes

1st 0 44 HS 9-12:21120 HS 7-8:21120 EL:21120

2nd 1 41 HS 9-12:19440 HS 7-8:19470 EL:19470

3rd 0 40 HS 9-12:19200 HS 7-8:19200 EL:19200

4th 4 46 HS 9-12:21120 HS 7-8:21240 EL:21240

5 171 HS 9-12:80880 HS 7-8:81030 EL:81030

January 2027						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						
February 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						
March 2027						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			
April 2027						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	
May 2027						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					
June 2027						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

KEY

	State Testing
	5 Staff/Student Wellness Days
	Staff Development/Teacher Planning
	Holiday
	Extended Year
	Parent / Teacher Conferences
	Smart Snack Exemption Days

	Open House
	9 Weeks Begins/Ends
	Weather Makeup Day
	New Employee Orientation
	Pay Day
	Early Release Students & Teachers
	Early Release Students

Board Approved: 02/25/2026

Revised: 6/15/2026

(LOCAL) Policies Packet

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

What is in this packet?

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

This is not the full update packet.

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

What is in the full update packet?

The full update packet contains:

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

Copyright and Disclaimer

© 2026 Texas Association of School Boards, Inc. All rights reserved.

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

Instruction Sheet

TASB Localized Policy Manual Update 127

Tornillo ISD

Code	Type	Action To Be Taken	Note
ATTN	(NOTE)	No policy enclosed	See explanatory note
BJCF	(LOCAL)	Replace policy	Revised policy
CAA	(LOCAL)	Replace policy	Revised policy
CFB	(LOCAL)	No policy enclosed	See explanatory note
DC	(LOCAL)	Replace policy	Revised policy
DH	(LOCAL)	Replace policy	Revised policy
DP	(LOCAL)	DELETE policy	See explanatory note
DPA	(LOCAL)	ADD policy	See explanatory note
DPB	(LOCAL)	ADD policy	See explanatory note
EFB	(LOCAL)	No policy enclosed	See explanatory note
EHBB	(LOCAL)	Replace policy	Revised policy
FFF	(LOCAL)	Replace policy	Revised policy
FNCE	(LOCAL)	No policy enclosed	See explanatory note

Explanatory Notes

TASB Localized Policy Manual Update 127

Tornillo ISD

ATTN(NOTE)

GENERAL INFORMATION ABOUT THIS UPDATE

All changes to the legal framework provided in this update are currently effective unless otherwise indicated in the explanatory note for that code.

BJCF(LOCAL)

SUPERINTENDENT: NONRENEWAL

Recommended revisions to this local policy on nonrenewal of a superintendent align with language at DFBB(LOCAL) relating to accommodations of disability and the addition of two nonrenewal reasons included in Update 126 that were related to Senate Bill 12 from the 89th Legislature.

CAA(LOCAL)

FISCAL MANAGEMENT GOALS AND OBJECTIVES: FINANCIAL ETHICS

A cross-reference in the Note has been updated to reflect changes to the DH series of policies, which are described in more detail below.

CFB(LOCAL)

ACCOUNTING: INVENTORIES

As of July 1, 2025, [TEA](#) increased the capitalization threshold to \$10,000 to align with changes to the federal definition of equipment. The [Financial Accountability System Resource Guide](#) (FASRG) is in the process of being updated to reflect this change to rule 1.2.4.3 Capitalization of Assets.

Our records indicate that the district's capitalization threshold in CFB(LOCAL) is less than \$10,000. Districts may continue to use the lower threshold; however, if, after consultation with your auditor and other advisors, your district wishes to increase the threshold, please contact your policy consultant for assistance with updates.

DC(LOCAL)

EMPLOYMENT PRACTICES

The cross-reference at Employment Assistance Prohibited has been updated to reflect changes to the DH series of policies. Standard policy language at BJA(LOCAL) notes that the superintendent may delegate responsibilities to other employees of the district but shall remain accountable to the board for the performance of all duties, delegated or otherwise. For this reason, TASB recommends removing "or designee" from the Posting Vacancies section.

DH(LOCAL)

EMPLOYEE STANDARDS OF CONDUCT

The two cross-references to DH(EXHIBIT) have been revised to reflect changes to the DH series of policies, which are described in more detail below.

DP(LOCAL)

PERSONNEL POSITIONS

To accommodate the restructuring of the DP series due to the requirements specific to principals, this local policy is recommended for deletion. Materials regarding principal qualifications have been moved to a new code at DPA(LOCAL), and the language relating to school counselors has been moved to DPB(LOCAL).

DPA(LOCAL)

PERSONNEL POSITIONS: PRINCIPALS

This new code specifically related to principals now houses principal qualification language that was previously at DP(LOCAL). Minor revisions have been made to the text at Qualifications to align with the model job description provided by TASB HR Services. Any posting for a principal position would, at minimum, include the items provided in this list. Other qualifications may be included as provided by the last item in the list.

Explanatory Notes

TASB Localized Policy Manual Update 127

Tornillo ISD

DPB(LOCAL)

PERSONNEL POSITIONS: OTHER PERSONNEL POSITIONS

This new policy now houses text relating to school counselors that was previously at DP(LOCAL).

EFB(LOCAL)

INSTRUCTIONAL RESOURCES: LIBRARY MATERIALS

In July 2025, TASB Policy Service emailed districts regarding changes resulting from the 89th Legislature. The email included a survey requesting information about the district's practices regarding library materials. Our records indicate that we have not received a response from the district indicating that the board has adopted the required policy. Please contact your policy consultant to assist with updating this policy.

EHBB(LOCAL)

SPECIAL PROGRAMS: GIFTED AND TALENTED STUDENTS

Recommended changes at Identification Criteria are the result of amendments to 19 Administrative Code 89.1.

FFF(LOCAL)

STUDENT WELFARE: STUDENT SAFETY

The definition of misconduct has been amended to include provisions from Senate Bill 571 from the 89th Legislative Session. The misconduct definition has also been reformatted to improve readability.

FNCE(LOCAL)

STUDENT CONDUCT: PERSONAL COMMUNICATION DEVICES/ELECTRONIC DEVICES

In July 2025, TASB Policy Service emailed districts regarding changes resulting from the 89th Legislature. The email included a survey requesting information about the district's practice regarding student cell phone use. Our records indicate that we have not received a response from the district indicating that the board has adopted the required policy. Please contact your policy consultant to assist with updating this policy.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, with or without reasonable accommodation.
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. [See EMB]

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.
29. Any reason constituting good cause for terminating the contract during its term.

**Notice of Proposed
Nonrenewal**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

**SUPERINTENDENT
NONRENEWAL**

**BJCF
(LOCAL)**

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.
6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

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

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

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

Fraud and Financial Impropriety

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

Definition

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

Financial Controls and Oversight

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

Fraud Prevention

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

Ethics and Fraud
Awareness Training

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

Reports

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

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

**Federal Awards
Disclosure**

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

Analysis of Fraud

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

**Communication of
Policy**

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

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in positions of coordinator and above. The Board delegates to the Superintendent authority to employ contractual personnel in positions below coordinator and shall inform the Board of any person hired under this authority. The Board retains final authority for the employment of contractual personnel at the level of coordinator or above. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).
Employment Assistance Prohibited	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis; however, the Board retains final authority to employ noncontractual employees on an at-will basis when the Superintendent is prohibited from employing in accordance with DBE(LEGAL). [See DCD] No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DHA(LEGAL) for the Educators' Code of Ethics.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

**Violations of
Standards of
Conduct**

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

**Electronic
Communication**

Use with Students

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

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

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

Personal Use

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

Reporting Improper Communication

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

Disclosing Personal Information

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Classroom Instruction or Activities	An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].
Prohibited Diversity, Equity, and Inclusion Duties	An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly: • Engages in diversity, equity, and inclusion (DEI) duties. • Assigns to another individual DEI duties. [See BT(LEGAL)]
Social Transitioning	An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	An employee shall not engage in prohibited harassment, including sexual harassment, of: 1. Other employees. [See DIA] 2. Students. [See FFH; see FFG regarding child abuse and neglect.] While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents. An employee shall report child abuse or neglect as required by law. [See FFG]
Relationships with Students	An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Tobacco and
Nicotine Products
and E-Cigarettes**

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

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

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

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

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

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

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

School Counselors

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

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

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

**Community
Awareness**

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

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's:

1. Alleged abuse or commission of an otherwise unlawful act with a student;
2. Involvement in or soliciting a romantic relationship, or soliciting or engaging in sexual contact, with a student;
3. Engaging in inappropriate communications with a student; or
4. Failing to maintain appropriate boundaries with a student.

**Notice of Suspected
Criminal Offense**

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]

(LOCAL) Policy Comparisons

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

In this packet, you will find:

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

Annotations are shown as follows:

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

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

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

Contact us:

School Districts and Education Service Centers, call 800-580-7529 or email policy.service@tasb.org.

Community Colleges, call 800-580-1488 or email colleges@tasb.org.

Reasons

The Board's decision not to renew the Superintendent's contract shall not be based on the Superintendent's exercise of Constitutional rights or based unlawfully on race, color, religion, sex, gender, national origin, age, disability, or any other basis prohibited by law. Reasons for the nonrenewal of the Superintendent's contract shall be:

1. Deficiencies pointed out in evaluations, supplemental memoranda, or other communications.
2. Failure to fulfill duties or responsibilities.
3. Incompetency or inefficiency in the performance of duties.
4. Insubordination or failure to comply with Board directives.
5. Failure to comply with Board policies or administrative regulations.
6. Failure of the District to make measurable progress toward the goals stated in the District improvement plan. [See BQ]
7. Conducting personal business during school hours when it results in neglect of duties.
8. Drunkenness or excessive use of alcoholic beverages; or possession, use, or being under the influence of alcohol or alcoholic beverages while on District property, while working in the scope of the employee's duties, or while attending any school- or District-sponsored activity.
9. The illegal possession, use, manufacture, or distribution of a controlled substance, a drug, a dangerous drug, hallucinogens, or other substances regulated by state statutes.
10. Failure to meet the District's standards of professional conduct.
11. Failure to report to the Board any arrest, indictment, conviction, no contest or guilty plea, or other adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL). [See DH]
12. Conviction of or deferred adjudication for any felony, any crime involving moral turpitude, or other offense listed at DH(LOCAL); or conviction of a lesser included offense pursuant to a plea when the original charged offense is a felony. [See DH]
13. Failure to comply with reasonable District requirements regarding advanced coursework or professional improvement and growth.

14. Disability, not otherwise protected by law, that prevents the Superintendent from performing the essential functions of the job, [with or without reasonable accommodation](#).
15. Any activity, school-connected or otherwise, that, because of publicity given it or knowledge of it among students, faculty, or the community, impairs or diminishes the Superintendent's effectiveness in the District.
16. Any breach by the Superintendent of an employment contract or any reason specified in the Superintendent's employment contract.
17. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, staff, or the Board.
18. Behavior that presents a danger of physical harm to a student or other individuals.
19. Assault on a person on District property or at a school-related function, or on an employee, student, or student's parent regardless of time or place.
20. Use of profanity in the course of performing any duties of employment, whether on or off District premises, in the presence of students, staff, or members of the public, if reasonably characterized as unprofessional.
21. Falsification of records or other documents related to the District's activities.
22. Falsification or omission of required information on an employment application.
23. Misrepresentation of facts to the Board or other District officials in the conduct of District business.
24. Failure to fulfill or maintain requirements for Superintendent certification, unless granted a waiver by the commissioner of education.
25. Any attempt to encourage or coerce a child to withhold information from the child's parent or from other District personnel.
26. Any reason that makes the employment relationship void or voidable, such as a violation of federal, state, or local law.
27. [Engaging in or assigning to another individual, whether intentionally or knowingly, an instruction, guidance, activities, or programming prohibited by law. \[See EMB\]](#)

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

28. Engaging in or assigning to another individual, whether intentionally or knowingly, diversity, equity, and inclusion duties prohibited by law.

~~27-29.~~ Any reason constituting good cause for terminating the contract during its term.

**Notice of Proposed
Nonrenewal**

If the Board determines that the Superintendent's contract should be considered for nonrenewal, the Board shall deliver to the Superintendent written notice of the proposed nonrenewal in accordance with law.

Request for Hearing

If the Superintendent desires a hearing after receiving notice of the proposed nonrenewal, the Superintendent shall notify the Board in writing not later than the 15th day after receiving the notice. When the Board receives a timely request for a hearing on proposed nonrenewal, the hearing shall be held not later than the 15th day after receipt of the request, unless the parties mutually agree to a delay. The Superintendent shall be given notice of the hearing date as soon as it is set.

Hearing Procedure

Unless the Superintendent requests that the hearing be open, the hearing shall be conducted in closed meeting with only the members of the Board, the Superintendent, their chosen representatives, and such witnesses as may be called in attendance. Witnesses may be excluded from the hearing until called to present evidence. The Superintendent and the Board may each be represented by a person designated in writing to act for them. Notice, at least five days in advance of the hearing, shall be given by each party intending to be represented, including the name of the representative. Failure to give such notice may result in postponement of the hearing.

The conduct of the hearing shall be under the presiding officer's control and shall generally follow the steps listed below:

1. After consultation with the parties, the presiding officer shall impose reasonable time limits for presentation of evidence and closing arguments.
2. The hearing shall begin with the Board's presentation, supported by such proof as it desires to offer.
3. The Superintendent may cross-examine any witnesses for the Board.
4. The Superintendent may then present such testimonial or documentary proofs, as desired, to offer in rebuttal or in general support of the contention that the contract be renewed.

SUPERINTENDENT
NONRENEWAL

BJCF
(LOCAL)

5. The Board may cross-examine any witnesses for the Superintendent and offer rebuttal to the testimony of the Superintendent's witnesses.

6. Closing arguments may be made by each party.

A record of the hearing shall be made so that a certified transcript can be prepared, if required.

Board Decision

The Board may consider only such evidence as is presented at the hearing. After all the evidence has been presented, if the Board determines that the reasons given in support of the recommendation to not renew the Superintendent's contract are lawful, supported by the evidence, and not arbitrary or capricious, it shall so notify the Superintendent by a written notice not later than the 15th day after the date on which the hearing is concluded. This notice shall also include the Board's decision on renewal, which decision shall be final.

No Hearing

If the Superintendent fails to request a hearing, the Board shall take the appropriate action and notify the Superintendent in writing of that action not later than the 30th day after the date the notice of proposed nonrenewal was sent.

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

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

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

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

**Fraud and Financial
Impropriety**

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

Definition

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

Financial Controls and Oversight

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

Fraud Prevention

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

Ethics and Fraud Awareness Training

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

Reports

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

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

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

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

FISCAL MANAGEMENT GOALS AND OBJECTIVES
FINANCIAL ETHICS

CAA
(LOCAL)

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

Federal Awards
Disclosure

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

Analysis of Fraud

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

**Communication of
Policy**

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

EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in positions of coordinator and above. The Board delegates to the Superintendent authority to employ contractual personnel in positions below coordinator and shall inform the Board of any person hired under this authority. The Board retains final authority for the employment of contractual personnel at the level of coordinator or above. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL).
Employment Assistance Prohibited	The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis; however, the Board retains final authority to employ noncontractual employees on an at-will basis when the Superintendent is prohibited from employing in accordance with DBE(LEGAL). [See DCD] No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for prohibitions relating to contractors and agents and DH(EXHIBIT)DHA(LEGAL) for the Educators' Code of Ethics.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

**Violations of
Standards of
Conduct**

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

Weapons Prohibited

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

Exceptions

No violation of this policy occurs when:

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

**Electronic
Communication**

Use with Students

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

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

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

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

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

Prohibited Classroom Instruction or Activities	An employee is prohibited from intentionally or knowingly engaging in or assigning to another individual instruction, guidance, activities, or programming prohibited by law [see EMB].
Prohibited Diversity, Equity, and Inclusion Duties	An employee shall be subject to disciplinary action, including termination of employment, if the employee, intentionally or knowingly: • Engages in diversity, equity, and inclusion (DEI) duties. • Assigns to another individual DEI duties. [See BT(LEGAL)]
Social Transitioning	An employee shall be prohibited from assisting a District student with social transitioning, as the term is defined in law. This prohibition includes providing any information to a District student about social transitioning or guidelines intended to assist a District student with social transitioning.
Safety Requirements	Each employee shall adhere to District safety rules and regulations and shall report unsafe conditions or practices to the appropriate supervisor.
Harassment or Abuse	An employee shall not engage in prohibited harassment, including sexual harassment, of: 1. Other employees. [See DIA] 2. Students. [See FFH; see FFG regarding child abuse and neglect.] While acting in the course of employment, an employee shall not engage in prohibited harassment, including sexual harassment, of other persons, including Board members, vendors, contractors, volunteers, or parents. An employee shall report child abuse or neglect as required by law. [See FFG]
Relationships with Students	An employee shall not form romantic or other inappropriate social relationships with students. Any sexual relationship between a student and a District employee is always prohibited, even if consensual. As required by law, the District shall notify the parent of a student with whom a District employee or person acting as a service provider for the District is alleged to have engaged in certain misconduct. [See FFF for parent notification requirements and DHB and DHC for reporting requirements.]

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

**Tobacco and
Nicotine Products
and E-Cigarettes**

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

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

**Alcohol and Drugs /
Notice of Drug-Free
Workplace**

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

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

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

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

Exceptions

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

1. Manufactures, possesses, or dispenses a substance listed above as part of the employee's job responsibilities;
2. Uses or possesses a controlled substance or drug authorized by a licensed physician prescribed for the employee's personal use; or

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

3. Possesses a controlled substance or drug that a licensed physician has prescribed for the employee's child or other individual for whom the employee is a legal guardian.

Sanctions

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

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

Notice

Employees shall receive a copy of this policy.

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

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

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

EMPLOYEE STANDARDS OF CONDUCT

DH
(LOCAL)

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

PERSONNEL POSITIONS

DP
(LOCAL)

**Principal
Qualifications**

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

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

School Counselors

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

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

PERSONNEL POSITIONS
PRINCIPALS

DPA
(LOCAL)

Qualifications

In addition to the minimal education and certification requirements established in the job description, a principal shall have at least:

1. Working knowledge of curriculum and instruction;
2. The ability to evaluate instructional program and teaching effectiveness;
3. The ability to manage budgets and personnel and to coordinate campus functions;
4. The ability to implement policy and procedures;
5. The ability to interpret data;
6. Strong communications, public relations, and interpersonal skills;
7. Prior experience in instructional leadership roles; and
8. Other qualifications deemed necessary by the Board and included in the job description.

PERSONNEL POSITIONS
OTHER PERSONNEL POSITIONS

DPB
(LOCAL)

School Counselors

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

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

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

Referral

Students may be referred for the gifted and talented program at any time by teachers, school counselors, parents, or other interested persons.

Screening and
Identification
Process

The District shall provide assessment opportunities to complete the screening and identification process for referred students at least once per school year.

The District shall schedule a gifted and talented program awareness session for parents that provides an overview of the identification procedures and services for the program prior to beginning the screening and identification process.

Parental Consent

The District shall obtain written parental consent before any special testing or individual assessment is conducted as part of the screening and identification process. All student information collected during the screening and identification process shall be an educational record, subject to the protections set out in policies at FL.

Selection

Identification
Criteria

The Board-approved program for the gifted and talented shall establish criteria to identify gifted and talented students. The criteria shall be specific to the state definition of gifted and talented and shall ensure the fair assessment of students with special needs, such as the culturally different, the economically disadvantaged, and students with disabilities.

Assessments

Data collected through both objective and subjective assessments shall be measured against the criteria approved by the Board to determine individual eligibility for the program. Assessment tools may include, but are not limited to, the following: achievement tests, intelligence tests, creativity tests, behavioral checklists completed by teachers and parents, student/parent conferences, and available student work products.

*Selection Matrix
or Threshold
System*

If the selection process relies on a matrix or threshold system, the use of a scoring value based on race, ethnicity, sex, socioeconomic status, or disability shall be prohibited.

Placement
Committee

A placement committee shall evaluate each referred student according to the established criteria and shall identify those students for whom placement in the gifted and talented program is the most appropriate educational setting. The committee shall be composed of at least three professional educators who have received training in the nature and needs and identification of gifted students, as required by law.

Notification

The District shall provide written notification to parents of students who qualify for services through the District's gifted and talented program. Participation in any program or services provided for

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

gifted students shall be voluntary, and the District shall obtain written permission from the parents before placing a student in a gifted and talented program.

Reassessment

If the District reassesses students in the gifted and talented program, the reassessment shall be based on a student's performance in response to services and shall occur no more than once in elementary grades, once in middle school grades, and once in high school grades.

Transfer Students

When a student identified as gifted by a previous school district enrolls in the District, the placement committee shall review the student's records and conduct assessment procedures when necessary to determine if placement in the District's program for gifted and talented students is appropriate.

[See FDD(LEGAL) for information regarding transfer students and the Interstate Compact on Educational Opportunities for Military Children]

Furloughs

The District may place on a furlough any student who is unable to maintain satisfactory performance or whose educational needs are not being met within the structure of the gifted and talented program. A furlough may be initiated by the District, the parent, or the student.

In accordance with the Board-approved program, a furlough shall be granted for specified reasons and for a specified period of time. At the end of a furlough, the student may reenter the gifted and talented program, be placed on another furlough, or be exited from the program.

Exit Provisions

The District shall monitor student performance in response to gifted and talented program services. If at any time the placement committee or a parent determines the program is not meeting the student's educational needs, the committee shall meet with the parent and student before finalizing an exit decision.

Appeals

A parent, student, or educator may appeal any final decision of the placement committee regarding services in the gifted and talented program. Appeals shall be made first to the placement committee. Any subsequent appeals shall be made in accordance with FNG(LOCAL) beginning at Level Two.

Program Evaluation

The District shall annually evaluate the effectiveness of the District's gifted and talented program, and the results of the evaluation shall be used to modify and update the District and campus improvement plans. The District shall include parents in the evaluation process and shall share the information with Board members,

SPECIAL PROGRAMS
GIFTED AND TALENTED STUDENTS

EHBB
(LOCAL)

administrators, teachers, school counselors, students in the gifted and talented program, and the community.

Funding

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

**Community
Awareness**

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

Note: See policies DHB and DHC for information on other required reports regarding alleged misconduct against a student.

The District shall notify a parent of a student with whom a District employee or a person acting as a service provider for the District is alleged to have engaged in misconduct, informing the parent:

1. As soon as feasible that the alleged misconduct may have occurred;
2. Whether the individual was terminated following an investigation of the alleged misconduct or resigned before completion of the investigation; and
3. Whether a report was submitted to the Texas Education Agency or State Board for Educator Certification concerning the alleged misconduct.

For purposes of this policy, misconduct is defined as an individual's **alleged**:

1. **Alleged** abuse or commission of an otherwise unlawful act with a student ~~or involvement in~~;
2. **Involvement in or soliciting** a romantic relationship, or soliciting or engaging in sexual contact, **with a student**;
3. **Engaging in inappropriate communications with a student**; or
- ~~4.~~ **Failing to maintain appropriate boundaries** with a student.

Notice of Suspected Criminal Offense

Except as provided by state law regarding child abuse investigations, the District shall notify a parent not later than one business day after the date an employee first suspects that a criminal offense has been committed against the parent's child.

[See also FFG for reporting requirements related to child abuse and FFH for parental notification requirements regarding prohibited conduct as defined by that policy.]



COUNTY DISTRICT NO. 071-908

AGREEMENT NUMBER: _____

AGREEMENT

BETWEEN THE EDUCATION SERVICE CENTER - R19

AND

TORNILLO INDEPENDENT SCHOOL DISTRICT

THIS AGREEMENT WILL BE IN EFFECT FOR THE PERIOD

July 1, 2026, through September 30, 2027

**NAME OF PROGRAM: MIGRANT EDUCATION PROGRAM
SHARED SERVICES ARRANGEMENT**

**THE AUTHORIZED SIGNATURES BELOW INDICATE ACCEPTANCE OF ALL THE
TERMS OF THIS AGREEMENT.**

Dr. Armando Aguirre
Executive Director
Education Service Center – R19

Mrs. Rosy Vega-Barrio
Superintendent
Tornillo Independent School District

SERVING THE EDUCATIONAL COMMUNITIES OF EL PASO & HUDSPETH COUNTIES

AGREEMENT

TO: TORNILLO INDEPENDENT SCHOOL DISTRICT

FROM: EDUCATION SERVICE CENTER – REGION 19

SUBJECT: FISCAL AGENT SERVICES FOR THE MIGRANT SHARED
SERVICES ARRANGEMENT 2026 - 2027

When duly completed and signed by appropriate authority this agreement between the TORNILLO Independent School District and the Education Service Center – Region 19 becomes effective July 1, 2026, through September 30, 2027.

Education Service Center – Region 19 will provide Migrant Education fiscal agent services to TORNILLO Independent School district to include the following:

- Annual audit of Shared Services Arrangement (SSA) funds
- Quarterly accounting of expenditures, reports, to include compliance report be submitted to TEA.
- Application preparation
- Preparation of amendments/revisions to SSA budget/program
- Accountability for The New Generation System (NGS) student record database
- Payroll of Migrant Personnel
- Coordination of Migrant Program

Education Service Center-Region 19 will be compensated for its services rendered hereunder only if, as, and to the extent, Title I Migrant Education Funds are received; the Tornillo ISD has no obligation to make payment from any other source to ESC-Region 19. This Agreement is made subject to the receipt of said Title I Migrant Education Funds and may be curtailed or terminated to the extent such funds are not received.

This AGREEMENT is for the dates specified above and will be renewed only upon mutual consent and agreement. Any digressions from the services to be provided will be only upon mutual consent and agreement.

Dr. Armando Aguirre
Executive Director
Education Service Center – R19

Date

Mrs. Rosy Vega-Barrio
Superintendent
Tornillo Independent School District

Agreement for Participation in the ESSA, Title 1 Migrant

EDUCATION SERVICE CENTER – R19 MIGRANT EDUCATION

SHARED SERVICES ARRANGEMENT

2026 - 2027

In cooperation with the Education Service Center – Region 19, the Tornillo Independent School District agrees to:

1. Provide supporting documentation to the fiscal agent on the preparation of the application as requested.
2. Assign appropriate personnel to assist the Education Service Center.
3. Provide office space, meeting rooms, equipment and utilities as needed for the Summer Program and Migrant Parent Advisory Council Meetings.
4. Provide release time for district personnel working with the migrant students to attend in-service training on a need basis.
5. Request expenditures for migrant purposes only.
6. Appoint Tornillo Independent School District Migrant Education Program Designee and provide the leadership necessary.
7. Designate an administrative contact for the coordination of services for all migrant students.
8. Upon the end of this agreement, materials and equipment located at Tornillo ISD will remain the responsibility of the district to use and dispose. Carry-over amounts will remain with the ESC Migrant Education Program.

In cooperation with school districts in the Education Service Center – Region 19 Migrant Education Shared Services Agreement, the Education Service Center agrees to:

1. Serve as fiscal agent and coordinate services for migrant students.
2. Prepare and submit applications, budgets, amendments, and compliance report to the Texas Education Agency, and keep files on supporting documents provided by participants.
3. Coordinate all project activities with the Division of Migrant Education, Texas Education Agency.
4. Employ qualified migrant personnel as defined by the guidelines of the Texas Migrant Program and approved in the SAS 478.
5. Maintain applicable records and data for personnel employed by the Shared Services Arrangement as described in TEA's Financial Accounting and Reporting System.
6. Maintain payroll records of employees to support data.
7. Establish salaries of migrant personnel in accordance with the ESC-Region 19 salary schedule and maintain this information as the fiscal agent.
8. Prorate salaries of any personnel hired after the initiation of the project according to the number of days remaining in the school year.
9. Maintain records for student eligibility on the New Generation System student record database.
10. Generate an ESC-Region 19 purchase order for P.O. requisitions with shipment and billing to ESC. Maintain an audit trail of all purchases and deliver material to appropriate personnel.
11. Organize and coordinate in-service training for personnel working with migrant students.
12. Provide migrant consultant service, to the SSA school district in the form of:
 - a. Inservice training for administrators, teachers, aides, recruiters, counselors, and nurses.
 - b. Professional and technical assistance in project planning, evaluation, and design
 - c. Assistance in reviewing student eligibility forms and records transfer system forms.
 - d. Professional and technical assistance in the selection of instructional materials and supplies.
 - e. Orientation and explanation of the Texas Migrant program to community groups.
 - f. Assistance in the identification and recruitment of migrant students, including an annual verification of certificates of eligibility for a sample of eligible students.

13. Coordinate the establishment of the Shared Service Arrangement Parent Advisory Council. Maintain files of supporting documents of training provided for participants.
14. Provide clerical support services to meet the needs of the Tornillo ISD Migrant Parent Advisory Council.
15. Coordinate with the Tornillo ISD a need-based migrant parent and staff development program to meet the needs of migrant students ages 3 through Pre-K on an as needed basis.
16. Purchase, use and dispose of all equipment and materials for the program as required by TEA's Financial Accounting and Reporting System. Upon the end of this agreement, equipment and materials located at the ESC will remain the responsibility of the fiscal agent. Equipment and materials purchased for use at Tornillo ISD will remain the responsibility of the district, balances of unspent funds remain with the ESC Region 19.
17. In the event this arrangement is terminated by either party, all unspent funds remain with ESC Region 19. When a new district enters the SSA and comes with roll forward monies, those funds will be flowed back to the district for use in the current year.
18. Provide pre and post test data for all migrant children identified age 3 through grades 12 as needed for the migrant application.
19. Use Title I Migrant funds to supplement, not supplant, local and state funds.

SCHOOL DISTRICT

Tornillo Independent School District

Superintendent Signature
Mrs. Rosy Vega-Barrio

Date

EDUCATION SERVICE CENTER – REGION 19

Executive Director Signature
Dr. Armando Aguirre

Date

MEMORANDUM

Action Required: _____

To: Mrs. Rosa Vega-Barrio, Superintendent
Tornillo ISD
From: Barbara Amaya, Director
ESC 19 Migrant Education Program
Date: May 6, 2026
Subject: Assignment of Designees



To improve communication and coordination please complete this form by designating a specific person(s) for listed assignments. Please complete this form and return to 6611 Boeing Dr., El Paso, Texas 79925.

ASSIGNMENT

NAME OF PERSON ASSIGNED

Superintendent
Designee

Lizeth Carroll, Human Resources/Compliance Dir.
Name Title

Role/Function: Superintendent Designee will review and sign the Migrant Certificate of Eligibility (COE) to verify that the information is complete and correct. The COE is an auditable record and has a five-day turnaround timeline. This person must receive a one-day mandatory training on completing COEs provided by the Education Service Center Region 19 Migrant Education Program.

Migrant Advisory
Council Representative (MAC)

Laura Zuniga, Migrant Program Specialist
Name Title

Role/Function: Your District Migrant Advisory Council Representative will serve in an advisory capacity to assist in planning the Education Service Center Region 19 Migrant Education Program regional events. This representative is required to attend the monthly MAC meetings held at the education Service Center Region 19.

Tornillo Migrant Parent
Advisory Council Representative

Jesus Alcala, 915-301-4162 19052 Texas 20 Hwy
Name of Migrant Parent Phone Address

Role/Function: The Migrant parent representing the Education Service Center Region 19 Shared Services Arrangement will be involved in the planning implementation and evaluation of the Co-op. Shared Service Arrangement Members is required to have a representative. This representative will meet on monthly basis at the Education Service Center Region 19 to serve as a member of the MEP focus group.

By strengthening our collaboration, we will improve the quality of services for the Migrant students. Thank you for collaborating with us as we strive towards the achievement of excellence and equity for all students. Should you have any questions please contact me (915) 780-5311.

EDUCATION SERVICE CENTER REGION 19
MIGRANT EDUCATION PROGRAM

SHARED SERVICES ARRANGEMENT

Superintendent Designee Authorization

As a member of the Education Service Center Region 19 Shared Service Arrangement, I authorize Mrs. Barbara Amaya, Director for the Migrant Education Program at the Education Service Center Region 19, to sign as Superintendent Designee for the District Performance Report.

Mrs. Barbara Amaya will respond to any questions regarding the Performance Report.

Mrs. Rosy Vega-Barrio, Superintendent

Date

MEMORANDUM

To: Mrs. Rosa Vega-Barrio, Superintendent
Tornillo ISD

From: Barbara Amaya, Director
ESC 19 Migrant Education Program



Date: May 6, 2026

Subject: Funding Allocation 2026 - 2027

The Texas Education Agency, Division of Formula Funding, Title I, Part C – Migrant planning amount for fiscal year 2026 - 2027 for Tornillo ISD is \$20,019.



June 8, 2026

**Letter of Agreement 2026 - 2027
Eduphoria Suite/
TEKSbank**

This document constitutes an agreement between Education Service Center-Region 19 and Tornillo Independent School District for the 2026-2027 operational year. The specifics of this agreement are as follows:

I. Fees: Licensing fee of one fiscal school year for selected systems.

Eduphoria Suite (2 @ \$3,150)	\$7,630.00
TEKSbank Fee (based on enrollment: K-12 th grade)	\$795.00
(Data & Training would be extra if requested)	-----
	TOTAL \$8,425.00

II. Support services: ESC-Region 19 will provide phone technical support and assistance from 8:00 a.m. to 4:30 p.m. on all workdays. On-site support may be purchased.

III. Invoicing: ESC-Region 19 will invoice Tornillo Independent School District for selected annual fees. Upon receipt of the invoice, Tornillo Independent School District will pay ESC-Region 19 in full. This agreement may not be canceled once Tornillo Independent School District is given the access passwords.

IV. District's responsibility:

- a. Tornillo Independent School District is responsible for data security. The data contains confidential information.
- b. Tornillo Independent School District is responsible for procuring and maintaining all required hardware.

V. Agreement duration: This agreement will become effective upon the issue of an access password and remain in effect for one fiscal year.

**Letter of Agreement 2026 - 2027
Eduphoria Suite/
TEKSbank**

District Purchase Order Number: _____

Agreed and accepted on behalf of Tornillo Independent School District

Name/Title

Signature

Date

Agreed and accepted on behalf of the Education Service Center - Region

Dr. Armando Aguirre

Executive Director/Designee

Signature

Date

**Please email a copy of your PO and signed Letter of Agreement to
mgonzalez@esc19.net**

Monica Gonzalez
Technology Products and Support Manager
Information & Instructional Technology Services
mgonzalez@esc19.net
(915) 780-5008
Fax (915) 780-6582

TORNILLO INDEPENDENT

SCHOOL DISTRICT

Educating children today to be the leaders of tomorrow.



Tornillo Independent School District Donation Acknowledgement Form

Date of Request: 06/17/2026

School/Department: HR / Superintendent's Office

On behalf of Tornillo Independent School District, I am asking that the Board of Trustees approves the acceptance of the following items:

Donation Description	Quantity	Value
See list attached		

Purpose of donation:

Gala and employee incentives

Donor or Donor Organization Name: _____

Address, City, State & Zip Code: _____

Check one ☐ Non-monetary donation

☒ This donation will be recorded in the campus/department activity account

☐ This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Club Name: _____

Account Number: _____

Sponsor Signature: _____ Date: _____

Requestor's Signature: R Aguilar Date: 06/17/26

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor

Original to be kept by Executive Secretary

Vision: Believe we can succeed, with pride we will achieve.

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

Representative / Company	Type	Amount
ClassLink	Check	\$200.00
Segovia Distributing	Fruit Donation	
Forde Ferrier	Check	\$75.00
Labatt	Cheese Donation	
Complete Office Technologies (Sharp)	Check	\$1,000.00
Region 19	Check	\$1,000.00
FFGA	Check	\$1,500.00
Blanco, Ordonez, Mata & Wechsler	Check	\$300.00
Raiz FCU	Check	\$2,979.28



MEMORANDUM

To: TISD School Board Members
From: Alicia Alvarado, PK-8th School Counselor
Subject: TCHATT Renewal
Date: 6/5/2026

HISTORY: Tornillo ISD has partnered with Texas Tech University Health Sciences Center El Paso through the Texas Child Health Access Through Telemedicine (TCHATT) program to provide students with access to mental health services, including assessments, counseling, crisis intervention, and referrals for continued care through telehealth.

RATIONALE: Renewal of the TCHATT Memorandum of Understanding will allow Tornillo ISD to continue providing timely mental health support to students. The program increases access to behavioral health services, promotes student well-being, and helps address barriers that may impact academic success, attendance, and behavior.

BUDGET IMPACT: There is no cost to Tornillo ISD. TCHATT services are funded through the Texas Children's Mental Health Care Consortium and the Texas State Legislature.

ADMINISTRATIVE RECOMMENDATION: Administration recommends approval of the renewal Memorandum of Understanding between Tornillo ISD and Texas Tech University Health Sciences Center El Paso for participation in the Texas Child Health Access Through Telemedicine (TCHATT) program for the period of July 1, 2026 through June 30, 2031.

MEMORANDUM OF UNDERSTANDING TO PROVIDE CHILD AND ADOLESCENT BEHAVIORAL HEALTH SERVICES VIA TELEHEALTH

This Memorandum of Understanding (MOU) to provide pediatric and adolescent behavioral health services via telehealth is made and entered into by and between Department of Psychiatry, Texas Tech University Health Sciences Center at El Paso (TTUHSC El Paso), located at 130 Rick Francis St., El Paso TX 79905, MSC 41027, and Tornillo Independent School District, located at 19200 Cobb Ave. Tornillo, Texas 79853 (Tornillo ISD) for the provision and administration of telemedicine services associated with the Texas Child Health Access Through Telemedicine (TCHAT) component of the Texas Children's Mental Health Care Consortium (TCMHCC).

WITNESSETH

WHEREAS, TTUHSC El Paso is a Health-Related Institution (HRI) member of the TCMHCC and has been funded by Senate Bill 11 to provide access to limited behavioral health services via telehealth into the schools;

WHEREAS, the component of the TCMHCC in the Department of Psychiatry at TTUHSC EL PASO for delivering school-based behavioral health services via telehealth is named TCHAT;

WHEREAS, the TCHAT initiative is designed to provide short-term (approximately up to two months) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents;

WHEREAS, the role of the TCHAT project is the initial intervention and assessment of these students and referral, if necessary;

WHEREAS, Tornillo ISD desires to participate in carrying out the objectives associated with the TCHAT;

WHEREAS, TTUHSC El Paso maintains a Department of Psychiatry (Department) capable of managing the delivery of services required by Site, and experience in telemedicine encounters for such services;

AND WHEREAS, Tornillo ISD desires to engage the services of TTUHSC El Paso; and TTUHSC El Paso desires to provide such services to Tornillo ISD;

NOW THEREFORE, TTUHSC El Paso and Tornillo ISD mutually agree as follows:

Article 1 - Purpose

Tornillo ISD is ready, willing and able to undertake the efforts described herein associated with the TCHAT Project as described in "Exhibit A," which is attached hereto and incorporated by reference herein.

Article 2 - Description of Work

Tornillo ISD will cooperate and will exert its best efforts to carry out the specific objectives set out in the Statement of Work, which is attached hereto as Exhibit B and incorporated by reference herein, during the Period of Performance set forth below.

Article 3 - Period of Performance

- A. This MOU will begin on July 1, 2026 (Effective Date) and will continue in full force and effect through June 30, 2031.
- B. If notice of termination has not been given by either Party at the time of expiration of the current term of this MOU, this MOU shall be automatically renewed on a year to year basis.

Article 4 - Compensation

Both Parties expressly acknowledge that nothing in this MOU will be construed as establishing an obligation of payment to either Party by the other Party. Payment to TTUHSC El Paso under the Participating Institution Agreement (PIA) will not be allowed and or required based on the stipulation, funding to provide service is provided by the Texas State Legislature through the TCMHCC.

Article 5 - TTUHSC EL PASO Project Director

TTUHSC El Paso Medical Director identified in Article 14 will be responsible for the general guidance and technical direction of all work under this MOU.

Article 6 - Tornillo ISD Key Personnel

The key personnel cited below are considered to be essential to the work being performed hereunder. In the event that the identified Key Personnel leaves Tornillo ISD's employ or becomes unable or unwilling to continue the project, Tornillo ISD will notify TTUHSC El Paso in writing reasonably in advance and may propose an individual to replace such Key Personnel. Any replacement of a Key Personnel must be approved in writing by TTUHSC El Paso. In the event a mutually acceptable replacement is not available, TTUHSC El Paso will have the option to immediately terminate this MOU upon written notice to Tornillo ISD. The thirty calendar day prior notice required under Article 12 of this MOU is not required for termination by TTUHSC El Paso under this Article.

Key Personnel:

Name: Rosa Vega-Barrio
Address: P.O. Box 170 Tornillo, TX 79853
(Ph): (915) 765-3000
Email: rvegab@tisd.net

Alternate Key Personnel: Name: Alicia Alvarado
Address: P.O. Box 170 Tornillo, TX 79853
(Ph): 915-765-3300
Email: alvaradoa@tisd.us

Article 7 - Assurances

Tornillo ISD agrees to obtain the appropriate consent(s) to share information it obtains during the course of performance of the work with the TTUHSC EL PASO staff, as well as maintain the confidentiality of such information, including, but not limited to, personal information subject to Federal Educational Rights and Privacy Act (FERPA) regulations and/or or protected health information subject to Health Insurance Portability and Accountability (HIPAA) regulations. Copies of all consents will be provided to TTUHSC EL PASO prior to performance of work.

Article 8 - Reports & Records Inspection

Tornillo ISD agrees to furnish in a timely manner and appropriate format, such progress reports, schedules, and other information required for the TCHATT Project to Department of Psychiatry TTUHSC El Paso for its reporting requirements to the TCMHCC. Reports will be sent to the Department of Psychiatry TTUHSC El Paso TCHATT Project Medical Director at the address shown in Article 14. Furthermore, Tornillo ISD agrees to retain all progress reports, statistical records, and all other records pertinent to this MOU until the child is 21 years of age or 10 years past the last date of service, whichever is longer (page 80 SLR 105).

Article 9 – Party Responsibilities

- A. Department of Psychiatry TTUHSC El Paso will conduct the following tasks:
 - 1. Work with Tornillo ISD to ensure Tornillo ISD has the staffing and technical resources necessary to serve as a TCHATT campus site.
 - 2. Develop the staffing and technical infrastructure needed to offer TCHATT services at Tornillo ISD.
 - 3. Provide training to Tornillo ISD, as required.
 - 4. Ensure on-going community and Tornillo ISD awareness of services available through TCHATT.
 - 5. Monitor and facilitate Compliance with HIPAA requirements.
 - 6. Document the approval used to rollout the initiative, and any lesson learned.
- B. Department of Psychiatry, TTUHSC El Paso will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with written parental permission) to the medical and

mental health care professionals who will provide ongoing care for the student.

- C. Tornillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with Department of Psychiatry TTUHSC El Paso, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:

1. IEP/ARD or 504 paperwork
2. Psychiatric history form completed by parents
3. Grades
4. Disciplinary history
5. Attendance record

Article 10 - Amendment and Modification

This MOU, or any portion hereof, may be amended or modified in writing at any time as mutually agreed upon by the Parties, or as required by Texas Child Mental Health Care Consortium.

Article 11 - Independent Relationship

Nothing in this MOU is intended nor will be construed to create an employer/employee relationship or joint venture relationship between the contracting Parties. The sole interest and responsibility of the Parties is to ensure that the services covered by this MOU will be performed and rendered in a competent, efficient, and satisfactory manner.

Article 12- Termination of MOU

- A. Either TTUHSC El Paso or Tornillo ISD may terminate this MOU, with or without cause, upon thirty calendar days written notification to the other Party. Notice of termination will be given by prepaid certified or registered mail and will be deemed to be given on the date so delivered.
- B. Neither Party hereto shall be liable for delays to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, wars, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of such delay, the period of service hereunder shall be extended for a period equal to the time lost by reasons of delay, and services omitted (or portions thereof) shall be performed during such extension.
- C. TTUHSC El Paso may terminate this MOU, with or without cause, immediately with written notice in the event the TCMHCC terminates the funding under Rule § 3.2519 of the Texas Administrative Code.

Article 13 - Governing Law and Venue

This MOU will be governed by and construed and enforced in accordance with the laws of the State of Texas. Venue will be in El Paso, Texas.

Article 14 - Communications

Communications between the Parties will be sent via prepaid certified mail or registered mail to the following and will be deemed to be given on the date so delivered unless otherwise provided herein:

TTUHSC El Paso

Department of Psychiatry, TCHAT Project

Medical Director Name:

Dr. Sarah Martin

Address:

130 Rick Francis St.

El Paso, Texas 79905

MSC 41027

E-mail: TCHAT.ELP@TTUHSC.EDU

Phone: 915-215-4021

Fax : 915-215-5869

Administrative:

Name: April Corral

Address: same as above

E-mail: TCHAT.EP@TTUHSC.EDU

Phone: 915-215-4021

Fax : 915-215-5869

Tornillo ISD

Programmatic Name :

(YOUR INFORMATION HERE)

Address:

P.O. Box 170

Tornillo, TX 79853

E-mail: rvegab@tisd.net

Phone: (915) 765-3000

Fax :

Administrative: same as above

Name:

Address:

E-mail:

Phone:

Fax :

Article 15 - Compliance

The Parties acknowledge that each is subject to applicable federal and state laws and regulations. Accordingly, each Party will enforce compliance with all applicable laws, regulations, and requirements, and will make available such information and records as may be reasonably requested in writing by the other Party to facilitate its compliance, except for records that are confidential and privileged by law.

Article 16 - Indemnity

As consideration for Tornillo ISD's participation in the TCHAT Project, Tornillo ISD agrees to indemnify and hold harmless the Texas Tech University System, its Board of Regents, TTUHSC El Paso, its officers, agents and employees (collectively Indemnities) from any and all claims, actions, demands or suits of any kind or character either by common law or statute, whether now recognized or not, including any and all liability

caused in whole or in part by the negligence, gross negligence, strict liability or other legal fault of the Tornillo ISD including, but not limited to, any costs expenses or penalties.

Article 17 - Warranty of Authority

The person(s) executing this MOU on behalf of the Parties, or representing themselves as executing this MOU on behalf of a Party, warrant and guarantee that each has been duly authorized by the appropriate Party to execute this MOU on behalf of the Party and to validly and legally bind the Party to all of its terms, performances, and provisions.

IN WITNESS WHEREOF, the undersigned contracting Parties bind themselves to the faithful performance of this MOU.

TTUHSC EL PASO

Tornillo ISD

Signature

Signature

Richard A. Lange, M.D., M.B.A.

Rosa Vega-Barrio

Name

Name

President

Superintendent

Title

Title

Date

Date

EXHIBIT A: DESCRIPTION OF TCHATT PROJECT

Vision Statement –

Every child receiving public education in the State of Texas has access to school-based crisis prevention, intervention, and stabilization.

Definition of TCHATT –

- The TCHATT initiative is designed to provide short-term (approximately up to two month) school-based access to a limited number (2-4) of visits with a mental health professional for high-risk children and adolescents.

The role of TCHATT is the initial intervention and assessment of these students and referral, if necessary. TCHATT funds may not be used for ongoing management of the student's mental health needs.

Key Components of a Successful TCHATT Program –

•**Telemedicine or telehealth –** Programs should leverage the use of technology to ensure prompt access to a mental health professional. Technology should be located at both the originating site in the school and at the location of the mental health professional. Doxy.Me, a telehealth platform, will be the software used, thus Information Technology staff from both the site and TTUHSC EL PASO will work together to ensure the software is compatible with each site.

•**Identify mental health needs –** Schools should be trained/educated on how to identify children who may have need for TCHATT services. This initial identification may be done by a variety of school personnel, including teachers, counselors, nurses, or school administrators. The goal is to quickly identify a child who is experiencing a mental health challenge.

•**Assess mental health needs –** Programs must use a mental health professional (LPC, CAP, etc.) to provide an appropriate assessment of the mental health needs of the child who is identified and referred by school personnel.

•**Provide access to mental health services –** Utilizing technology, a program will provide initial mental health services to an identified child. These services should include a diagnostic evaluation and up to 4 total visits with a behavioral health professional with primary goals of assessment and stabilization. The duration of these services should not exceed two months. If ongoing care is needed, the child will be referred to a separately funded resource (e.g, public or private insurance, indigent-funded services) for longer term care.

- **Prioritize needs of at-risk children and adolescents –** Programs should have a triage system for prompt review of school referral and appropriate triage of

symptom severity. High risk signifies those at risk for illegal behavior. Some indications of future illegal behavior are:

- Legal problems
- Alternative school placements
- Suspensions
- Absenteeism especially if at risk of not graduating
- Psychiatric problems contributing to behavior problems

Policies and Procedures

Both parties agree to follow the policies and procedures and administrative directives or other documents as collaboratively developed by parties, and as required by each party under their respective oversight bodies.

Parental Consent

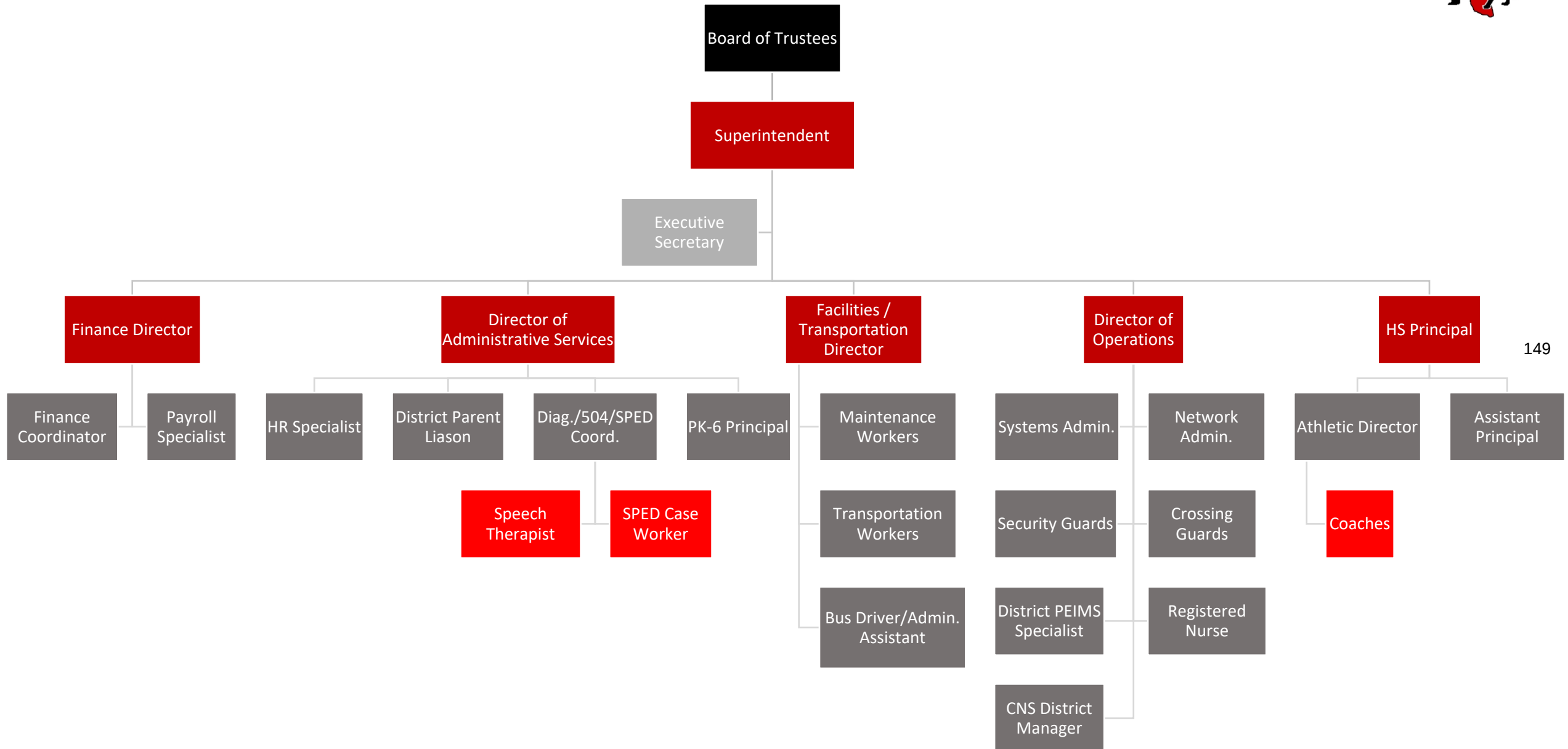
Written Parental consent must be obtained prior to TTUHSC EL PASO receiving any protected information from a student. Copies of consents will be provided to TTUHSC EL PASO prior to provision of any mental health services.

EXHIBIT B – STATEMENT OF WORK

TTUHSC EL PASO will provide mental health professionals to provide psychiatric evaluation, short term therapy, and referrals for continuing care, as appropriate, education to school staff on mental health topics, and assistance with writing, implementing and changing policies for the TCHAAT Program. For each student referred to TCHATT, a treatment plan will be generated and forwarded (with parental permission) to the medical and mental health care professionals who will provide ongoing care for the student.

Tornillo ISD will identify students for this program, obtain initial written parental consent, facilitate completion of screening instruments (questionnaires about symptoms), coordinate appointments in conjunction with TTUHSC EL PASO, develop appropriate policies for the program, take students' vital signs on the day of the appointment if student is being prescribed medication through this program, provide the following information about each student referred to the program:

1. IEP/ARD or 504 paperwork
2. Psychiatric history form completed by parents
3. Grades
4. Disciplinary history
5. Attendance record



EMPLOYMENT PRACTICES

DC
(LOCAL)

Personnel Duties	The Superintendent shall define the qualifications, duties, and responsibilities of all positions and shall ensure that job descriptions are current and accessible to employees and supervisors.
Posting Vacancies	The Superintendent or designee shall establish guidelines for advertising employment opportunities and posting notices of vacancies. These guidelines shall advance the Board's commitment to equal opportunity employment and to recruiting well-qualified candidates. Current District employees may apply for any vacancy for which they have appropriate qualifications.
Applications	All applicants shall complete the application form supplied by the District. Information on applications shall be confirmed before a contract is offered for a contractual position and before hiring or as soon as possible thereafter for a noncontractual position. [For information related to the evaluation of criminal history records, see DBAA.]
Employment of Contractual Personnel	The Superintendent has sole authority to make recommendations to the Board regarding the selection of contractual personnel in positions of coordinator <u>administrator</u> and above. The Board delegates to the Superintendent authority to employ contractual personnel in positions below coordinator <u>administrator</u> and shall inform the Board of any person hired under this authority. The Board retains final authority for the employment of contractual personnel at the level of <u>administrator</u> coordinator or above. [See DCA, DCB, DCC, and DCE as appropriate]
Employment of Noncontractual Personnel	Note: For employment of a bus driver related to a Board member or the Superintendent, see DBE(LEGAL). The Board delegates to the Superintendent final authority to employ and dismiss noncontractual employees on an at-will basis; however, the Board retains final authority to employ noncontractual employees on an at-will basis when the Superintendent is prohibited from employing in accordance with DBE(LEGAL). [See DCD]
Employment Assistance Prohibited	No District employee shall assist another employee of the District or of any school district in obtaining a new job if the employee knows, or has probable cause to believe, that the other employee engaged in sexual misconduct regarding a minor or student in violation of the law. Routine transmission of an administrative or personnel file does not violate this prohibition. [See CJ for

prohibitions relating to contractors and agents and DH(EXHIBIT)
for the Educators' Code of Ethics.]



2026 - 2027

STUDENT CODE OF CONDUCT

Tornillo Independent School District

Board of Trustees



Marlene Bullard
Board President



Ida Estrada
Board Vice-President



Ofelia Bosquez
Board Secretary



Maria Ines Delgado
Trustee



Hector Lopez
Trustee



Maria "Kika" Saldana
Trustee



Enrique Vega
Trustee



Rosy Vega-Barrio
Superintendent

The Tornillo Independent School District prohibits discrimination, including harassment, against any employee on the basis of race, color, religion, gender, national origin, age, disability, or any other basis prohibited by law. Retaliation against anyone involved in the complaint process is violation of District policy.

Reports of discrimination based on sex, including sexual harassment, may be directed to the Title IX coordinator. The District designates the following person to coordinate its efforts to comply with Title IX of the Education Amendments of 1972, as amended and reports of discrimination based on disability may be directed to the ADA / Section 504 coordinator and to coordinate its efforts to comply with Title II of the Americans with Disabilities Act of 1990, as amended, which incorporates and expands upon the requirements of Section 504 of the Rehabilitation Act of 1973, as amended: Superintendent, 19200 Cobb Ave., Tornillo, TX.

If you have difficulty accessing the information in this document because of disability, please contact the district at (915) 765-3000.

Contents

Tornillo ISD Student Code of Conduct.....	4
Accessibility.....	4
Purpose.....	4
School District Authority and Jurisdiction	5
Campus Behavior Coordinator	5
Threat Assessment and Safe and Supportive School Team.....	5
Searches	5
Reporting Crimes	6
Security Personnel	6
“Parent” Defined	6
Participating in Graduation Activities	6
Unauthorized Persons.....	6
Standards for Student Conduct.....	8
General Conduct Violations	9
Disregard for Authority	9
Mistreatment of Others	9
Property Offenses.....	10
Possession of Prohibited Items	10
Possession of Telecommunications or Other Electronic Devices	11
Illegal, Prescription, and Over-the-Counter Drugs.....	11
Misuse of Technology Resources and the Internet.....	11
Safety Transgressions.....	12
Miscellaneous Offenses	12
Discipline Management Techniques.....	13
Students with Disabilities	13
Techniques	13
Prohibited Aversive Techniques	14
Notification.....	15
Appeals	15
Removal from the School Bus	16
Removal from the Regular Educational Setting	17
Routine Referral.....	17
Formal Removal.....	17
Returning a Student to the Classroom	17

Out-of-School Suspension	19
Misconduct	19
Process.....	19
Coursework During Suspension	20
Disciplinary Alternative Education Program (DAEP) Placement	21
Discretionary Placement: Misconduct That May Result in DAEP Placement	21
Mandatory Placement: Misconduct That Requires DAEP Placement.....	22
Sexual Assault and Campus Assignments	23
Process.....	23
Length of Placement	25
Appeals	25
Restrictions During Placement.....	26
Placement Review	26
Additional Misconduct	26
Notice of Criminal Proceedings	26
Withdrawal During Process.....	27
Newly Enrolled Students	27
Emergency Placement Procedure	28
Transition Services	28
Placement and/or Expulsion for Certain Offenses	29
Registered Sex Offenders.....	29
Certain Felonies.....	30
Expulsion.....	32
Discretionary Expulsion: Misconduct That May Result in Expulsion.....	32
Mandatory Expulsion: Misconduct That Requires Expulsion	34
Under Age Ten	35
Process.....	35
Length of Expulsion	37
Withdrawal During Process.....	37
Additional Misconduct	37
Restrictions During Expulsion	37
Newly Enrolled Students	38
Emergency Expulsion Procedures	38
DAEP Placement of Expelled Students.....	38
Transition Services	38

Glossary39

Tornillo ISD Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact the district at 915-765-3000.

Purpose

The Student Code of Conduct (“Code of Conduct”), as required by Chapter 37 of the Texas Education Code, provides methods and options for managing student behavior, preventing and intervening in student discipline problems, and imposing discipline.

The law requires the district to define misconduct that may—or must—result in a range of specific disciplinary consequences, including removal from a regular classroom or campus, out-of-school suspension, placement in a disciplinary alternative education program (DAEP), placement in a juvenile justice alternative education program (JJAEP), or expulsion from school.

This Code of Conduct has been adopted by the Tornillo Independent School District board of trustees and developed with the advice of the district-level planning and decision-making committee. It provides information to parents and students regarding standards of conduct, consequences of misconduct, and procedures for administering discipline. This Code of Conduct remains in effect during summer school and at all school-related events and activities outside the school year until the board adopts an updated version for the next school year.

In accordance with state law, the Code of Conduct shall be posted at each school campus or shall be available for review at the campus principal’s office. Additionally, the Code of Conduct shall be available at the campus behavior coordinator’s office and posted on the district’s website at www.tisd.us. Parents shall be notified of any conduct violation that may result in a student being suspended, placed in a DAEP or JJAEP, expelled, or taken into custody by a law enforcement officer under Chapter 37 of the Education Code.

Because the Code of Conduct is adopted by the district’s board of trustees, it has the force of policy. In the event of a conflict between the Code of Conduct and the Student Handbook, the Code of Conduct shall prevail.

Please note: The discipline of students with disabilities who are eligible for services under federal law (Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973) is subject to the provisions of those laws.

School District Authority and Jurisdiction

School rules and the district's authority to administer discipline apply whenever the interest of the district is involved, on or off school grounds, in conjunction with or independent of classes and school-sponsored activities.

The district has disciplinary authority over a student:

1. During the regular school day;
2. While the student is traveling on district transportation;
3. During lunch periods in which a student is allowed to leave campus;
4. At any school-related activity, regardless of time or location;
5. For any school-related misconduct, regardless of time or location;
6. When retaliation against a school employee, board member, or volunteer occurs or is threatened, regardless of time or location;
7. When a student engages in cyberbullying, as defined by Education Code 37.0832;
8. When criminal mischief is committed on or off school property or at a school-related event;
9. For certain offenses committed within 300 feet of school property as measured from any point on the school's real property boundary line;
10. For certain offenses committed while on school property or while attending a school-sponsored or school-related activity of another district in Texas;
11. When the student commits a felony, as provided by Education Code 37.006 or 37.0081; and
12. When the student is required to register as a sex offender.

Campus Behavior Coordinator

As required by law, a person at each campus must be designated to serve as the campus behavior coordinator (CBC). The designated person may be the principal or any other campus administrator selected by the principal. The CBC is primarily responsible for maintaining student discipline. The district shall post on its website and in the Student Handbook, for each campus, the email address and telephone number of the person serving as CBC. Contact information may be found at www.tisd.us.

Threat Assessment and Safe and Supportive School Team

The CBC or other appropriate administrator will work closely with the campus threat assessment and safe and supportive school team to implement the district's threat assessment policy and procedures, as required by law, and shall take appropriate disciplinary action in accordance with the Code of Conduct.

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at

FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

The district has the right to search a vehicle driven to school by a student and parked on school property whenever there is reasonable suspicion to believe it contains articles or materials prohibited by the district.

Desks, lockers, district-provided technology, and similar items are the property of the district and are provided for student use as a matter of convenience. District property is subject to search or inspection at any time without notice.

Reporting Crimes

The principal and other school administrators as appropriate shall report crimes as required by law and shall call local law enforcement when an administrator suspects that a crime has been committed on campus.

Security Personnel

The board utilizes school resource officers (SROs) and security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series.

“Parent” Defined

Throughout the Code of Conduct and related discipline policies, the term “parent” includes a parent, legal guardian, or other person having lawful control of the child.

Participating in Graduation Activities

The district has the right to limit a student’s participation in graduation activities for violating the district’s Code of Conduct.

Participation might include a speaking role, as established by district policy and procedures.

Students eligible to give the opening and closing remarks at graduation shall be notified by the campus principal. Notwithstanding any other eligibility requirements, in order to be considered eligible, a student shall not have engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

The valedictorian and salutatorian may also have speaking roles at graduation. No student shall be eligible to have such a speaking role if he or she engaged in any misconduct that resulted in an out-of-school suspension, removal to a DAEP, or expulsion during the semester immediately preceding graduation.

Unauthorized Persons

In accordance with Education Code 37.105, a school administrator, SRO, or district police officer shall have the authority to refuse entry to or eject a person from district property if the person refuses to leave peaceably on request and:

1. The person poses a substantial risk of harm to any person; or
2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

Appeals regarding refusal of entry or ejection from district property may be filed in accordance with policies FNG(LOCAL) or GF(LOCAL), as appropriate. However, the timelines for the district's grievance procedures shall be adjusted as necessary to permit the person to address the board in person within 90 calendar days, unless the complaint is resolved before a board hearing.

See **DAEP—Restrictions During Placement** for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner.
- Exercise self-discipline.
- Attend all classes regularly and on time.
- Bring appropriate materials and assignments to class.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, and other district staff and volunteers.
- Respect the property of others, including district property and facilities.
- Cooperate with and assist the school staff in maintaining safety, order, and discipline.
- Adhere to the requirements of the Student Code of Conduct.

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension**, **DAEP Placement**, **Placement and/or Expulsion for Certain Offenses**, and **Expulsion**, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting**.

Disregard for Authority

Students shall not:

- Fail to comply with directives given by school personnel.
- Leave school grounds or school-sponsored events without permission.
- Disobey rules for conduct in district vehicles.
- Refuse to accept discipline or consequence assigned by a teacher or principal.

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses**.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP—Placement and/or Expulsion for Certain Offenses.**)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP—Placement and/or Expulsion for Certain Offenses.**)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- *A location-restricted knife;
- *A club;
- *A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or

- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses**. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

- Use a telecommunications device, including a cell phone, or other electronic device in violation of district and campus rules.

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement and Expulsion** for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

- Violate policies, rules, or agreements signed by the student or the student’s parent regarding the use of technology resources.
- Attempt to access or circumvent passwords or other security-related information of the district, students, or employees or upload or create computer viruses, including off school property if the conduct causes a substantial disruption to the educational environment.
- Attempt to alter, destroy, or disable district technology resources including, but not limited to, computers and related equipment, district data, the data of others, or other networks connected to the district’s system, including off school property if the conduct causes a substantial disruption to the educational environment.

- Use the internet or other electronic communications to threaten or harass district students, employees, board members, or volunteers, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Send, post, deliver, or possess electronic messages that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal, including cyberbullying and "sexting," either on or off school property, if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.
- Use the internet or other electronic communication to engage in or encourage illegal behavior or threaten school safety, including off school property if the conduct causes a substantial disruption to the educational environment or infringes on the rights of another student at school.

Safety Transgressions

Students shall not:

- Possess published or electronic material that is designed to promote or encourage illegal behavior or that could threaten school safety.
- Engage in verbal (oral or written) exchanges that threaten the safety of another student, a school employee, or school property.
- Make false accusations or perpetrate hoaxes regarding school safety.
- Engage in any conduct that school officials might reasonably believe will substantially disrupt the school program or incite violence.
- Throw objects that can cause bodily injury or property damage.
- Discharge a fire extinguisher without valid cause.

Miscellaneous Offenses

Students shall not:

- Violate dress and grooming standards as communicated in the Student Handbook.
- Engage in academic dishonesty, which includes cheating or copying the work of another student, plagiarism, and unauthorized communication between students during an examination.
- Gamble.
- Falsify records, passes, or other school-related documents.
- Engage in actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Engage in public displays of affection (PDA)
- Repeatedly violate other communicated campus or classroom standards of conduct.

The district may impose campus or classroom rules in addition to those found in the Code of Conduct. These rules may be posted in classrooms or given to the student and may or may not constitute violations of the Code of Conduct.

Discipline Management Techniques

Discipline shall be designed to improve conduct and encourage students to be responsible members of the school community. Disciplinary action shall draw on the professional judgment of teachers and administrators and on a range of discipline management techniques, including restorative practices. Discipline shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements.

Students with Disabilities

The discipline of students with disabilities is subject to applicable state and federal law in addition to the Code of Conduct. In the event of any conflict, the district shall comply with federal law. For more information regarding discipline of students with disabilities, see policy FOF(LEGAL).

In accordance with the Education Code, a student who receives special education services may not be disciplined for conduct meeting the definition of bullying, cyberbullying, harassment, or making hit lists (see **glossary**) until an Admission, Review, and Dismissal (ARD) committee meeting has been held to review the conduct.

In deciding whether to order suspension, DAEP placement, or expulsion, regardless of whether the action is mandatory or discretionary, the district shall take into consideration a disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct.

Techniques

The following discipline management techniques may be used alone, in combination, or as part of progressive interventions for behavior prohibited by the Code of Conduct or by campus or classroom rules:

- Verbal correction, oral or written.
- Cooling-off time or a brief "time-out" period, in accordance with law.
- Seating changes within the classroom or vehicles owned or operated by the district.
- Temporary confiscation of items that disrupt the educational process.
- Rewards or demerits.
- Behavioral contracts.
- Counseling by teachers, school counselors, or administrative personnel.
- Parent-teacher conferences.
- Behavior coaching.
- Anger management classes.
- Mediation (victim-offender).
- Classroom circles.
- Family group conferencing.

- Use of supportive and educational programs on tobacco products and referral to cessation services as otherwise mentioned in FFB (LOCAL)
- Grade reductions for cheating, plagiarism, and as otherwise permitted by policy.
- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension**.
- Placement in a DAEP, as specified in **DAEP**.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses**.
- Expulsion, as specified in **Expulsion**.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

Aversive techniques are prohibited for use with students and are defined as techniques or interventions intended to reduce the reoccurrence of a behavior by intentionally inflicting significant physical or emotional discomfort or pain. Aversive techniques include:

- Using techniques designed or likely to cause physical pain, other than corporal punishment as permitted by district policy. [See policy FO(LOCAL).]
- Using techniques designed or likely to cause physical pain by electric shock or any procedure involving pressure points or joint locks.
- Directed release of noxious, toxic, or unpleasant spray, mist, or substance near a student's face.
- Denying adequate sleep, air, food, water, shelter, bedding, physical comfort, supervision, or access to a restroom facility.
- Ridiculing or demeaning a student in a manner that adversely affects or endangers the learning or mental health of the student or constitutes verbal abuse.
- Employing a device, material, or object that immobilizes all four of a student's extremities, including prone or supine floor restraint.

- Impairing the student's breathing, including applying pressure to the student's torso or neck or placing something in, on, or over the student's mouth or nose or covering the student's face.
- Restricting the student's circulation.
- Securing the student to a stationary object while the student is standing or sitting.
- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

The CBC shall promptly notify a student's parent by phone or in person of any violation that may result in in-school or out-of-school suspension, placement in a DAEP, placement in a JJAEP, or expulsion. The CBC shall also notify a student's parent if the student is taken into custody by a law enforcement officer under the disciplinary provisions of the Education Code.

A good-faith effort shall be made to provide written notice of the disciplinary action to the student, on the day the action was taken, for delivery to the student's parent. If the parent has not been reached by telephone or in person by 5:00 p.m. of the first business day after the day the disciplinary action was taken, the CBC shall send written notification by U.S. Mail. If the CBC is not able to provide notice to the parent, the principal or designee shall provide the notice.

Before the principal or appropriate administrator assigns a student under age 18 to detention outside regular school hours, notice shall be given to the student's parent to inform him or her of the reason for the detention and permit arrangements for necessary transportation.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the teacher, campus administration, or CBC, as appropriate. Appeals or complaints regarding the use of specific discipline management techniques should be addressed in accordance with policy FNG(LOCAL). A copy of the policy may be obtained from the principal's office, the CBC's office, or the central administration office or through Policy Online® at the following address: www.tisd.us.

The district shall not delay a disciplinary consequence while a student or parent pursues a grievance. In the instance of a student who is accused of conduct that meets the definition of sexual harassment as defined by Title IX, the district will comply with applicable federal law, including the Title IX formal complaint process. See policies FFH(LEGAL) and (LOCAL).

Removal from the School Bus

A bus driver may refer a student to the principal's office or the CBC's office to maintain effective discipline on the bus. The principal or CBC must employ additional discipline management techniques, as appropriate, which can include restricting or revoking a student's bus riding privileges.

To transport students safely, the vehicle operator must focus on driving and not be distracted by student misbehavior. Therefore, when appropriate disciplinary management techniques fail to improve student behavior or when specific misconduct warrants immediate removal, the principal or the CBC may restrict or revoke a student's transportation privileges, in accordance with law.

Removal from the Regular Educational Setting

In addition to other discipline management techniques, misconduct may result in removal from the regular educational setting in the form of a routine referral or a formal removal.

Routine Referral

A routine referral occurs when a teacher sends a student to the CBC's office as a discipline management technique. The CBC shall employ alternative discipline management techniques, including progressive interventions. A teacher or administrator may remove a student from class for behavior that violates this Code of Conduct to maintain effective discipline in the classroom.

Formal Removal

A teacher may initiate a formal removal from class if:

1. A student's behavior has been documented by the teacher as repeatedly interfering with the teacher's ability to teach the class or with other students' ability to learn; or
2. The behavior is so unruly, disruptive, or abusive that the teacher cannot teach, and the students in the classroom cannot learn.

Within three school days of the formal removal, the CBC or appropriate administrator shall schedule a conference with the student's parent, the student, the teacher who removed the student from class, and any other appropriate administrator.

At the conference, the CBC or appropriate administrator shall inform the student of the alleged misconduct and the proposed consequences. The student shall have an opportunity to respond to the allegations.

When a student is removed from the regular classroom by a teacher and a conference is pending, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

A teacher or administrator must remove a student from class if the student engages in behavior that under the Education Code requires or permits the student to be placed in a DAEP or expelled. When removing for those reasons, the procedures in the subsequent sections on DAEP or expulsion shall be followed.

Returning a Student to the Classroom

A student who has been formally removed from class by a teacher for conduct against the teacher containing the elements of assault, aggravated assault, sexual assault, or aggravated sexual assault may not be returned to the teacher's class without the teacher's consent.

A student who has been formally removed by a teacher for any other conduct may be returned to the teacher's class without the teacher's consent if the placement review committee determines that the teacher's class is the best or only alternative available.

Out-of-School Suspension

Misconduct

Students may be suspended for behavior listed in the Code of Conduct as a general conduct violation, DAEP offense, or expellable offense.

The district shall not use out-of-school suspension for students in grade 2 or below unless the conduct meets the requirements established in law.

A student below grade 3 or a student who is homeless shall not be placed in out-of-school suspension unless, while on school property or while attending a school-sponsored or school-related activity on or off school property, the student engages in:

- Conduct that contains the elements of a weapons offense, as provided in Penal Code sections 46.02 or 46.05;
- Conduct that contains the elements of assault, sexual assault, aggravated assault, or aggravated sexual assault, as provided by the Penal Code; or
- Selling, giving, or delivering to another person or possessing, using, or being under the influence of any amount of marijuana, an alcoholic beverage, or a controlled substance or dangerous drug as defined by federal or state law.

The district shall use a positive behavior program as a disciplinary alternative for students below grade 3 who commit general conduct violations instead of suspension or placement in a DAEP. The program shall meet the requirements of law.

Process

State law allows a student to be suspended for no more than three school days per behavior violation, with no limit on the number of times a student may be suspended in a semester or school year.

Before being suspended a student shall have an informal conference with the CBC or appropriate administrator, who shall inform the student of the alleged misconduct and give the student an opportunity to respond to the allegation before the administrator makes a decision.

The CBC shall determine the number of days of a student's suspension, not to exceed three school days.

In deciding whether to order out-of-school suspension, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or

6. A student's status as homeless.

The appropriate administrator shall determine any restrictions on participation in school-sponsored or school-related extracurricular and cocurricular activities.

Coursework During Suspension

The district shall ensure a student receives access to coursework for foundation curriculum courses while the student is placed in in-school or out-of-school suspension, including at least one method of receiving this coursework that doesn't require the use of the internet.

A student removed from the regular classroom to ISS or another setting, other than a DAEP, will have an opportunity before the beginning of the next school year to complete each course the student was enrolled in at the time of removal. The district may provide the opportunity by any method available, including a correspondence course, another distance learning option, or summer school. The district will not charge the student for any method of completion provided by the district.

Disciplinary Alternative Education Program (DAEP) Placement

The DAEP shall be provided in a setting other than the student's regular classroom. An elementary school student may not be placed in a DAEP with a student who is not an elementary school student.

For purposes of DAEP, elementary classification shall be kindergarten–grade 6 and secondary classification shall be grades 7–12.

Summer programs provided by the district shall serve students assigned to a DAEP in conjunction with other students.

A student who is expelled for an offense that otherwise would have resulted in a DAEP placement does not have to be placed in a DAEP in addition to the expulsion.

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Placement: Misconduct That May Result in DAEP Placement

A student may be placed in a DAEP for behaviors prohibited in the General Conduct Violations section of this Code of Conduct.

Misconduct Identified in State Law

In accordance with state law, a student **may** be placed in a DAEP for any of the following offenses:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.

- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

In accordance with state law, a student **may** be placed in a DAEP if the superintendent or the superintendent's designee has reasonable belief (see **glossary**) that the student engaged in conduct punishable as a felony, other than aggravated robbery or those listed as offenses in Title 5 (see **glossary**) of the Penal Code, that occurs off school property and not at a school-sponsored or school-related event, if the student's presence in the regular classroom threatens the safety of other students or teachers or will be detrimental to the educational process.

The CBC **may** place a student in a DAEP for off-campus conduct for which DAEP placement is required by state law if the administrator does not have knowledge of the conduct before the first anniversary of the date the conduct occurred.

Mandatory Placement: Misconduct That Requires DAEP Placement

A student **must** be placed in a DAEP if the student:

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion**.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).

- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion**.)
- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

- The student has been convicted of continuous sexual abuse of a young child or disabled individual or convicted of or placed on deferred adjudication for sexual assault or aggravated sexual assault against another student on the same campus; and
- The victim's parent or another person with the authority to act on behalf of the victim requests that the board transfer the offending student to another campus.

If there is no other campus in the district serving the grade level of the offending student, the offending student shall be transferred to a DAEP.

Process

Removals to a DAEP shall be made by the CBC.

Conference

When a student is removed from class for a DAEP offense, the CBC or appropriate administrator shall schedule a conference within three school days with the student's parent, the student, and, in the case of a teacher removal, the teacher.

At the conference, the CBC or appropriate administrator shall provide the student:

- Information, orally or in writing, of the reasons for the removal;
- An explanation of the basis for the removal; and
- An opportunity to respond to the reasons for the removal.

Following valid attempts to require attendance, the district may hold the conference and make a placement decision regardless of whether the student or the student's parents attend the conference.

Consideration of Mitigating Factors

In deciding whether to place a student in a DAEP, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

After the conference, if the student is placed in a DAEP, the CBC shall write a placement order. A copy of the DAEP placement order and information for the parent or person standing in parental relation to the student regarding the process for requesting a full individual and initial evaluation of the student for purposes of special education services shall be sent to the student and the student's parent.

Not later than the second business day after the conference, the board's designee shall deliver to the juvenile court a copy of the placement order and all information required by Section 52.04 of the Family Code.

If the student is placed in a DAEP and the length of placement is inconsistent with the guidelines included in this Code of Conduct, the placement order shall give notice of the inconsistency.

DAEP at Capacity

If a DAEP is at capacity at the time the CBC is deciding placement for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical, the student shall be placed in ISS then transferred to a DAEP for the remainder of the period if space becomes available before the expiration of the period of the placement.

If a DAEP is at capacity at the time the CBC is deciding placement for a student who engaged in violent conduct, a student placed in a DAEP for conduct related to marijuana, THC, an e-cigarette, alcohol, or an abusable volatile chemical may be placed in ISS to make a position in the DAEP available for the student who engaged in violent conduct. If a position becomes available in a DAEP before the expiration of the period of the placement for the student removed, the student shall be returned to a DAEP for the remainder of the period.

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for

graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

The CBC shall determine the duration of a student's placement in a DAEP.

The duration of a student's placement shall be determined case by case based on the seriousness of the offense, the student's age and grade level, the frequency of misconduct, the student's attitude, and statutory requirements.

The maximum period of DAEP placement shall be one calendar year, except as provided below.

Unless otherwise specified in the placement order, days absent from a DAEP shall not count toward fulfilling the total number of days required in a student's DAEP placement order.

The district shall administer the required pre- and post-assessments for students assigned to DAEP for a period of 90 days or longer in accordance with established district administrative procedures for administering other diagnostic or benchmark assessments.

Exceeds One Year

Placement in a DAEP may exceed one year when a review by the district determines that the student is a threat to the safety of other students or to district employees.

The statutory limitations on the length of a DAEP placement do not apply to a placement resulting from the board's decision to place a student who engaged in the sexual assault of another student so that the students are not assigned to the same campus.

Exceeds School Year

Students who are in a DAEP placement at the end of one school year may be required to continue that placement at the start of the next school year to complete the assigned term of placement.

For placement in a DAEP to extend beyond the end of the school year, the CBC or the board's designee must determine that:

1. The student's presence in the regular classroom or campus presents a danger of physical harm to the student or others, or
2. The student has engaged in serious or persistent misbehavior (see **glossary**) that violates the district's Code of Conduct.

Exceeds 60 Days

For placement in a DAEP to extend beyond 60 days or the end of the next grading period, whichever is sooner, a student's parent shall be given notice and the opportunity to participate in a proceeding before the board or the board's designee.

Appeals

Questions from parents regarding disciplinary measures should be addressed to the campus administration.

Student or parent appeals regarding a student's placement in a DAEP should be addressed in accordance with policy FNG(LOCAL). A copy of this policy may be obtained from the principal's office, the CBC's office, the central administration office, or through Policy Online® at the following address: www.tisd.us.

Appeals shall begin at Level One with the campus principal/administrator.

The district shall not delay disciplinary consequences pending the outcome of an appeal. The decision to place a student in a DAEP cannot be appealed beyond the board.

Restrictions During Placement

The district does not permit a student who is placed in a DAEP to participate in any school-sponsored or school-related extracurricular or cocurricular activity, including seeking or holding honorary positions and/or membership in school-sponsored clubs and organizations.

A student placed in a DAEP shall not be provided transportation unless he or she is a student with a disability who is entitled to transportation in accordance with the student's IEP or Section 504 plan.

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the placement in the program shall continue through graduation, and the student shall not be allowed to participate in the graduation ceremony and related graduation activities.

Placement Review

A student placed in a DAEP shall be provided a review of his or her status, including academic status, by the CBC or the board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall be given the opportunity to present arguments for the student's return to the regular classroom or campus. The student may not be returned to the classroom of a teacher who removed the student without that teacher's consent.

Additional Misconduct

If during the term of placement in a DAEP the student engages in additional misconduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC may enter an additional disciplinary order as a result of those proceedings.

Notice of Criminal Proceedings

When a student is placed in a DAEP for certain offenses, the office of the prosecuting attorney shall notify the district if:

1. Prosecution of a student's case was refused for lack of prosecutorial merit or insufficient evidence, and no formal proceedings, deferred adjudication (see **glossary**), or deferred prosecution will be initiated, or
2. The court or jury found a student not guilty or made a finding that the student did not engage in delinquent conduct or conduct indicating a need for supervision, and the case was dismissed with prejudice.

If a student was placed in a DAEP for such conduct, on receiving the notice from the prosecutor, the superintendent or designee shall review the student's placement and schedule a review with the student's parent not later than the third day after the superintendent or designee receives notice from the prosecutor. The student may not be returned to the regular classroom pending the review.

After reviewing the notice and receiving information from the student's parent, the superintendent or designee may continue the student's placement if there is reason to believe that the presence of the student in the regular classroom threatens the safety of other students or teachers.

The student or the student's parent may appeal the superintendent's decision to the board. The student may not be returned to the regular classroom pending the appeal. In the case of an appeal, the board shall, at the next scheduled meeting, review the notice from the prosecutor and receive information from the student, the student's parent, and the superintendent or designee, and confirm or reverse the decision of the superintendent or designee. The board shall make a record of the proceedings.

If the board confirms the decision of the superintendent or designee, the student and the student's parent may appeal to the Commissioner of Education. The student may not be returned to the regular classroom pending the appeal.

Withdrawal During Process

When a student violates the district's Code of Conduct in a way that requires or permits the student to be placed in a DAEP and the student withdraws from the district before a placement order is completed, the CBC may complete the proceedings and issue a placement order. If the student then re-enrolls in the district during the same or a subsequent school year, the district may enforce the order at that time, less any period of the placement that has been served by the student during enrollment in another district. If the CBC or the board fails to issue a placement order after the student withdraws, the next district in which the student enrolls may complete the proceedings and issue a placement order.

Newly Enrolled Students

The district shall decide on a case-by-case basis whether to continue the placement of a student who enrolls in the district and was assigned to a DAEP in an open-enrollment charter school or another district including a district in another state. The district may place the student in the district's DAEP or a regular classroom setting.

When a student enrolls in the district with a DAEP placement from a district in another state, the district has the right to place the student in DAEP to the same extent as any other newly enrolled student if the behavior committed is a reason for DAEP placement in the receiving district.

State law requires the district to reduce a placement imposed by a district in another state that exceeds one year so that the total placement does not exceed one year. After a review, however, the placement may be extended beyond a year if the district determines that the student is a threat to the safety of other students or employees or the extended placement is in the best interest of the student.

Emergency Placement Procedure

When an emergency placement is necessary because the student's behavior is so unruly, disruptive, or abusive that it seriously interferes with classroom or school operations, the student shall be given oral notice of the reason for the action. Not later than the tenth day after the date of the placement, the student shall be given the appropriate conference required for assignment to a DAEP.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services to a student returning to the regular classroom from an alternative education program, including a DAEP. See policy FOCA(LEGAL) for more information.

Placement and/or Expulsion for Certain Offenses

This section includes two categories of offenses for which the Education Code provides unique procedures and specific consequences.

Registered Sex Offenders

Upon receiving notification in accordance with state law that a student is currently required to register as a sex offender, the district must remove the student from the regular classroom and determine appropriate placement unless the court orders JJAEP placement.

If the student is under any form of court supervision, including probation, community supervision, or parole, the student shall be placed in either DAEP or JJAEP for at least one semester.

If the student is not under any form of court supervision, the student may be placed in DAEP or JJAEP for one semester or placed in a regular classroom. The student may not be placed in the regular classroom if the board or its designee determines that the student's presence:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interests of the district's students.

Review Committee

At the end of the first semester of a student's placement in an alternative educational setting and before the beginning of each school year for which the student remains in an alternative placement, the district shall convene a committee, in accordance with state law, to review the student's placement. The committee shall recommend whether the student should return to the regular classroom or remain in the placement. Absent a special finding, the board or its designee must follow the committee's recommendation.

The placement review of a student with a disability who receives special education services must be made by the ARD committee.

Newly Enrolled Students

If a student enrolls in the district during a mandatory placement as a registered sex offender, the district may count any time already spent by the student in a placement or may require an additional semester in an alternative placement without conducting a review of the placement.

Appeal

A student or the student's parent may appeal the placement by requesting a conference between the board or its designee, the student, and the student's parent. The conference is limited to the factual question of whether the student is required to register as a sex offender. Any decision of the board or its designee under this section is final and may not be appealed.

Certain Felonies

Regardless of whether DAEP placement or expulsion is required or permitted by one of the reasons in the DAEP Placement or Expulsion sections, in accordance with Education Code 37.0081, a student may be expelled and placed in either DAEP or JJAEP if the board or CBC makes certain findings and the following circumstances exist in relation to aggravated robbery or a felony offense under Title 5 (see **glossary**) of the Penal Code. The student must have:

- Received deferred prosecution for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been found by a court or jury to have engaged in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense;
- Been charged with engaging in conduct defined as aggravated robbery or a Title 5 felony offense;
- Been referred to a juvenile court for allegedly engaging in delinquent conduct for conduct defined as aggravated robbery or a Title 5 felony offense; or
- Received probation or deferred adjudication or have been arrested for, charged with, or convicted of aggravated robbery or a Title 5 felony offense.

The district may expel the student and order placement under these circumstances regardless of:

1. The date on which the student's conduct occurred,
2. The location at which the conduct occurred,
3. Whether the conduct occurred while the student was enrolled in the district, or
4. Whether the student has successfully completed any court disposition requirements imposed in connection with the conduct.

Hearing and Required Findings

The student must first have a hearing before the board or its designee, who must determine that in addition to the circumstances above that allow for the expulsion, the student's presence in the regular classroom:

1. Threatens the safety of other students or teachers,
2. Will be detrimental to the educational process, or
3. Is not in the best interest of the district's students.

Any decision of the board or the board's designee under this section is final and may not be appealed.

Length of Placement

The student is subject to the placement until:

1. The student graduates from high school,
2. The charges are dismissed or reduced to a misdemeanor offense, or
3. The student completes the term of the placement or is assigned to another program.

Placement Review

A student placed in a DAEP or JJAEP under this section is entitled to a review of his or her status, including academic status, by the CBC or board's designee at intervals not to exceed 120 days. In the case of a high school student, the student's progress toward graduation and the student's graduation plan shall also be reviewed. At the review, the student or the student's parent shall have the opportunity to present arguments for the student's return to the regular classroom or campus.

Newly Enrolled Students

A student who enrolls in the district before completing a placement under this section from another school district must complete the term of the placement.

Expulsion

In deciding whether to order expulsion, regardless of whether the action is mandatory or discretionary, the CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 20.)

Any Location

A student **may** be expelled for:

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Conduct that contains the elements of assault under Penal Code 22.01(a)(1) in retaliation against a school employee or volunteer.
- Criminal mischief, if punishable as a felony.
- Engaging in conduct that contains the elements of one of the following offenses against another student:
 - Aggravated assault.
 - Sexual assault.
 - Aggravated sexual assault.
 - Murder.
 - Capital murder.
 - Criminal attempt to commit murder or capital murder.
 - Aggravated robbery.
- Breach of computer security. (See **glossary**.)
- Engaging in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school.

At School, Within 300 Feet, or at a School Event

A student **may** be expelled for committing any of the following offenses on or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:

- Selling, giving, or delivering to another person, or possessing, using, or being under the influence of any amount of marijuana, a controlled substance, or a dangerous drug, A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision. (See **glossary** for “under the influence.”)
- Selling, giving, or delivering another person, or possessing, using, or being under the influence of alcohol; or committing a serious act or offense while under the influence of alcohol.
- Engaging in conduct that contains the elements of an offense relating to abusable volatile chemicals.
- Engaging in conduct that contains the elements of assault under Penal Code 22.01(a)(1) against an employee or a volunteer.
- Engaging in deadly conduct. (See **glossary**.)

Within 300 Feet of School

A student **may** be expelled for engaging in the following conduct while within 300 feet of school property, as measured from any point on the school's real property boundary line:

- Aggravated assault, sexual assault, or aggravated sexual assault.
- Arson. (See **glossary**.)
- Murder, capital murder, or criminal attempt to commit murder or capital murder.
- Indecency with a child.
- Aggravated kidnapping.
- Manslaughter.
- Criminally negligent homicide.
- Aggravated robbery.
- Continuous sexual abuse of a young child or disabled individual.
- Felony controlled substance or dangerous drug offenses, not including THC.
- Unlawfully carrying on or about the student's person a handgun or a location-restricted knife, as these terms are defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined by state law. (See **glossary**.)
- Possession of a firearm, as defined by federal law. (See **glossary**.)

Property of Another District

A student **may** be expelled for committing any offense that is a state-mandated expellable offense if the offense is committed on the property of another district in Texas or while the student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

A student may be expelled for engaging in documented serious misbehavior that violates the district's Code of Conduct, despite documented behavioral interventions while placed in a DAEP. For purposes of discretionary expulsion from a DAEP, serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Penal Code 1.07; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Mandatory Expulsion: Misconduct That Requires Expulsion

A student **must** be expelled under federal or state law for any of the following offenses that occur on school property or while attending a school-sponsored or school-related activity on or off school property:

Under Federal Law

- Bringing to school or possessing at school, including any setting that is under the district's control or supervision for the purpose of a school activity, a firearm, as defined by federal law. (See **glossary**.)

Note: Mandatory expulsion under the federal Gun Free Schools Act does not apply to a firearm that is lawfully stored inside a locked vehicle or to firearms used in activities approved and authorized by the district when the district has adopted appropriate safeguards to ensure student safety.

Under the Penal Code

- Unlawfully carrying on or about the student's person the following, in the manner prohibited by Penal Code 46.02:
 - A handgun, defined by state law as any firearm designed, made, or adapted to be used with one hand. (See **glossary**.) *Note:* A student may not be expelled solely on the basis of the student's use, exhibition, or possession of a firearm that occurs at an approved target range facility that is not located on a school campus; while participating in or preparing for a school-sponsored, shooting sports competition or a shooting sports educational activity that is sponsored or supported by the Parks and

Wildlife Department; or a shooting sports sanctioning organization working with the department. [See policy FNCG(LEGAL).]

- A location-restricted knife, as defined by state law. (See **glossary**.)
- Possessing, manufacturing, transporting, repairing, or selling a prohibited weapon, as defined in state law. (See **glossary**.)
- Behaving in a manner that contains elements of the following offenses under the Penal Code:
 - Aggravated assault, sexual assault, or aggravated sexual assault.
 - Arson. (See **glossary**.)
 - Murder, capital murder, or criminal attempt to commit murder or capital murder.
 - Indecency with a child.
 - Aggravated kidnapping.
 - Aggravated robbery.
 - Manslaughter.
 - Criminally negligent homicide.
 - Continuous sexual abuse of a young child or disabled individual.
 - Behavior punishable as a felony that involves selling, giving, or delivering to another person or possessing, using, or being under the influence of a controlled substance or a dangerous drug.
- Engaging in retaliation against a school employee or volunteer combined with one of the above-listed mandatory expulsion offenses.

Under Age Ten

When a student under the age of ten engages in behavior that is expellable behavior, the student shall not be expelled, but shall be placed in a DAEP. A student under age six shall not be placed in a DAEP unless the student commits a federal firearm offense.

Process

If a student is believed to have committed an expellable offense, the CBC or other appropriate administrator shall schedule a hearing within a reasonable time. The student's parent shall be invited in writing to attend the hearing.

Until a hearing can be held, the CBC or other administrator may place the student in:

- Another appropriate classroom.
- ISS.
- Out-of-school suspension.
- DAEP.

Hearing

A student facing expulsion shall be given a hearing with appropriate due process. The student is entitled to:

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,
2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

After providing notice to the student and parent of the hearing, the district may hold the hearing regardless of whether the student or the student's parent attends.

The board of trustees delegates to the superintendent authority to conduct hearings and expel students.

Board Review of Expulsion

After the due process hearing, the expelled student may request that the board review the expulsion decisions. The student or parent must submit a written request to the superintendent within seven days after receipt of the written decision. The superintendent must provide the student or parent written notice of the date, time, and place of the meeting at which the board will review the decision.

The board shall review the record of the expulsion hearing in a closed meeting unless the parent requests in writing that the matter be held in an open meeting. The board may also hear a statement from the student or parent and from the board's designee.

The board shall consider and base its decision on evidence reflected in the record and any statements made by the parties at the review. The board shall make and communicate its decision orally at the conclusion of the presentation. Consequences shall not be deferred pending the outcome of the hearing.

Expulsion Order

Before ordering the expulsion, the board or CBC shall take into consideration:

1. Self-defense (see **glossary**),
2. Intent or lack of intent at the time the student engaged in the conduct,
3. The student's disciplinary history,
4. A disability that substantially impairs the student's capacity to appreciate the wrongfulness of the student's conduct,
5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

If the student is expelled, the board or its designee shall deliver to the student and the student's parent a copy of the order expelling the student.

Not later than the second business day after the hearing, the superintendent shall deliver to the juvenile court a copy of the expulsion order and the information required by Section 52.04 of the Family Code.

If the length of the expulsion is inconsistent with the guidelines included in the Code of Conduct, the expulsion order shall give notice of the inconsistency.

Length of Expulsion

The length of an expulsion shall be based on the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, and statutory requirements.

The duration of a student's expulsion shall be determined on a case-by-case basis. The maximum period of expulsion is one calendar year, except as provided below.

An expulsion may not exceed one year unless, after review, the district determines that:

1. The student is a threat to the safety of other students or to district employees, or
2. Extended expulsion is in the best interest of the student.

State and federal law require a student to be expelled from the regular classroom for a period of at least one calendar year for bringing a firearm, as defined by federal law, to school. However, the superintendent may modify the length of the expulsion on a case-by-case basis.

Students who commit offenses that require expulsion at the end of one school year may be expelled into the next school year to complete the term of expulsion.

Withdrawal During Process

When a student's conduct requires or permits expulsion from the district and the student withdraws from the district before the expulsion hearing takes place, the district may conduct the hearing after sending written notice to the parent and student.

If the student then re-enrolls in the district during the same or subsequent school year, the district may enforce the expulsion order at that time, less any expulsion period that has been served by the student during enrollment in another district.

If the CBC or the board fails to issue an expulsion order after the student withdraws, the next district in which the student enrolls may complete the proceedings.

Additional Misconduct

If during the expulsion, the student engages in additional conduct for which placement in a DAEP or expulsion is required or permitted, additional proceedings may be conducted, and the CBC or the board may issue an additional disciplinary order as a result of those proceedings.

Restrictions During Expulsion

Expelled students are prohibited from being on school grounds or attending school-sponsored or school-related activities during the period of expulsion.

No district academic credit shall be earned for work missed during the period of expulsion unless the student is enrolled in a JJAEP or another district-approved program.

Newly Enrolled Students

The district shall continue the expulsion of any newly enrolled student expelled from another district or an open-enrollment charter school until the period of the expulsion is completed.

If a student expelled in another state enrolls in the district, the district may continue the expulsion under the terms of the expulsion order, may place the student in a DAEP for the period specified in the order, or may allow the student to attend regular classes if:

1. The out-of-state district provides the district with a copy of the expulsion order, and
2. The offense resulting in the expulsion is also an expellable offense in the district in which the student is enrolling.

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

1. The student is a threat to the safety of other students or district employees, or
2. Extended placement is in the best interest of the student.

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

In accordance with law and district procedures, campus staff shall provide transition services for a student returning to the regular classroom from placement in an alternative education program, including a DAEP or JJAEP. See policies FOCA(LEGAL) and FODA(LEGAL) for more information.

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for

the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;

- c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
- d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- e. Making a telephone call and intentionally failing to hang up or disengage the connection;
- f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
- g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

- 1. Any type of physical brutality;
- 2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
- 3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
- 4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

1. Deliberate violent behavior that poses a direct threat to the health or safety of others;
2. Extortion, meaning the gaining of money or other property by force or threat;
3. Conduct that constitutes coercion, as defined by Section 1.07, Penal Code; or
4. Conduct that constitutes the offense of:
 - a. Public lewdness under Penal Code 21.07;
 - b. Indecent exposure under Penal Code 21.08;
 - c. Criminal mischief under Penal Code 28.03;
 - d. Hazing under Education Code 37.152; or
 - e. Harassment under Penal Code 42.07(a)(1) of a student or district employee.

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.

- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;

- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Tobacco Product includes any product that is made or derived from tobacco, or that contains nicotine, that is intended for human consumption or is likely to be consumed, whether smoked, heated, chewed, absorbed, dissolved, inhaled, or ingested by any other means, including, but not limited to, cigarettes, cigars, pipe tobacco, chewing tobacco, snuff or snus. This definition also includes e-cigarettes if and where not otherwise specified. See **e-cigarette** on page 39.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.