TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Agenda for Board of Trustees Meeting
Tornillo Independent School District

Meeting Date: Wednesday, August 28, 2024
Meeting Type: Regular
Meeting Time: 5:30 PM
Meeting Location: W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853

Disclaimer

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

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

All voting will be done in open session.

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

1. **(OTHER) First Order of Business**
   Ms. Marlene Bullard, Board President
   A. Establish a quorum and call the meeting to order
   B. Pledge of Allegiance to the United States
   C. District Mission and Vision
2. **(OTHER) Superintendent's Report**
   Mrs. Rosa Vega-Barrio, Superintendent
3. **(OTHER) Open Forum**
   Ms. Marlene Bullard, Board President
4. **Lone Star Governance**
   A. **Student Outcome Monitoring:**
      1. 2024-2025 CCMR Offerings and Registration 4
         Mr. Raymond Bonilla, CTE Coordinator
   B. (Accountability 1) Review Board's Time Use Trackers 11
      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 12
      Mr. Luis M. Guerra, Director of Finance
   B. Human Resources BOY Update 36
      Ms. Lizeth Carroll, HR / Compliance Director
   C. Funding Account Update for UTEP Residents 50
      Ms. Lizeth Carroll, HR / Compliance Director
   D. Public Hearing on Budget and Tax Rate for 2024-2025 Fiscal Year

Mr. Luis M. Guerra, Director of Finance

7. **(VISION Y) Board Items**
   - A. Discussion and Possible Action Regarding Board Operation Procedures 74
     Ms. Marlene Bullard, Board President
   - B. Consider Approval of Budget for 2024-2025 Fiscal Year 79
     Mr. Luis M. Guerra, Director of Finance
   - C. Consider Approval of Ordinance Adopting Tax Rate for 2024-2025 Fiscal Year 81
     Mr. Luis M. Guerra, Director of Finance
   - D. Consider the Selection of a Delegate and an Alternate to Represent Tornillo ISD at the TASB Delegate Assembly on September 28, 2024 in San Antonio
     Ms. Marlene Bullard, Board President
   - E. Discussion and Possible Action to Accept Grant Award from Bezos Foundation for New Tech Network Learning Agreement 87
     Mr. Alejandro Olvera, THS Principal
   - F. Discussion and Possible Action to Approve New Tech Network Learning Agreement 91
     Mr. Alejandro Olvera, THS Principal
   - G. Consider Approval of Stipends for SFL Math Grant 96
     Mr. Luis M. Guerra, Director of Finance
   - H. Consider Approval of Updating the TISD Student Acceptable Use Policy and AI Student Policy as an Amendment do the Digital Academic Handbook 99
     Mrs. Loretta Aguilar, Instructional Specialist - Technology
   - I. Consider Approval of Resolution Property Value Study Rule 9.4302 Center Appraisal 109
     Mr. Luis M. Guerra, Director of Finance
   - J. Consider Approval of CTE Programs of Study for 2024-2025 111
     Mr. Raymond Bonilla, CTE Coordinator
   - K. Consider Approval of Resolution Designating Officer for the No-New-Revenue Tax Rate and Voter Approval Tax Rate 112
     Mr. Luis M. Guerra, Director of Finance
   - L. Discussion and Possible Action to Approve an Order to Cancel the November 5, 2024, Election for the Board of Trustees of the Tornillo Independent School District, Declare Unopposed Candidates Elected to Office, and to Resolve Other Matter Related and Incident Thereto 114
     Mr. Daniel Ordonez, Legal Counsel
   - M. Consider Approval of TEA Annual Maximum Class Size Exception Waiver for 2024-2025 School Year 119
     Ms. Lizeth Carroll, HR / Compliance Director

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 - July 31, 2024 120
     2. Board Training - August 16, 2024 124
   - B. Purchases > $25,000 threshold - Authorization
     1. Consider Approval to Purchase Frontline for 2024-2025 Fiscal Year 126
        Mr. Luis M. Guerra, Director of Finance
   - C. Consider Approval of Contracts for Providers of Special Education Related Services and Attorney Retainment 128
     Ms. Georgina Miramontes, District Diagnostician/SPED/504 Coordinator
   - D. Consider Approval of Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Program Pursuant to Chapter 37 of the Texas Education Code 208
     Mrs. Rosa Vega-Barrio, Superintendent
   - E. Consider Approval of 2024-2025 Meals for Children in Head Start Program 330
     Ms. Norma Aguirre, District CNS Manager
   - F. Consider Approval of 2024-2025 Meals for Adults in Head Start Program 335
     Ms. Norma Aguirre, District CNS Manager
   - G. Consider Approval of Adult Meal Price for 2024-2025 337
     Ms. Norma Aguirre, District CNS Manager
   - H. Consider Approval of Budget Amendments
     Mr. Luis M. Guerra, Director of Finance

I. Consider Approval of the Property, Casualty and Auto Liability Insurance for the 2024-2025 Fiscal Year 342
Mr. Luis M. Guerra, Director of Finance

J. Consider Approval of 2024-2025 District Improvement Plan 378
Ms. Lizeth Carroll, HR / Compliance Director

K. Consider Approval of 2024-2027 Dual Credit Partnership Agreement with EPCC 437
Mr. Alejandro Olvera, THS Principal

9. **(OTHER) Executive Session. The Board will enter into a closed meeting to discuss the following items under Secions 551.071 and 551.074, Texas Government Code. The Board will reconvene into open session to take any necessary action.**
   A. To hear the grievance complaint submitted by L.C.
   B. The Board will conduct a separate Closed Session for deliberation and consideration of the grievance complaint submitted by L.C.
10. **(STRUCTURE) Continuation of Board Items in Open Session**
   A. Discussion and Possible Action Regarding Grievance Complaint Submitted by L.C.
   Ms. Marlene Bullard, Board President
11. **Next Meeting Tentative Date:** September 25, 2024

Adjournment of the Meeting

Rosa Vega-Barrio
Superintendent of Schools

FALL 2024 DATA

TORNILLO HIGH SCHOOL

TORNILLO ISD

CAREER AND TECHNICAL EDUCATION

2024-2025

CAREER AND TECHNICAL EDUCATION

PROGRAMS OF STUDY

2024-2025

ENDORSEMENT: PUBLIC SERVICE				
Program of Study	Tornillo High School Standard Coursework			
	Grade 9	Grade 10	Grade 11	Grade 12
Law Enforcement	Principles of Law, Public Safety, Corrections, & Security	Law Enforcement I Criminal Investigations	Law Enforcement II	Practicum in Law, Public Safety, Corrections, & Security
Teaching and Training	Principles of Education and Training	Human Growth and Development	Instructional Practices	Practicum in Education and Training
Western Tech Clinical/Medical Assistant			Medical Terminology Anatomy and Physiology Health Science Theory Health Science Clinical	Pharmacology Health Informatics Practicum in Health Science
ENDORSEMENT: STEM				
Program of Study	Tornillo High School Standard Coursework			
	Grade 9	Grade 10	Grade 11	Grade 12
Programming and Software Development	Fundamentals of Computer Science	AP Computer Science Principles	AP Computer Science A	Practicum in Information Technology
Cybersecurity		Principles of Information Technology Computer Maintenance + Computer Maintenance Lab Foundation of Cybersecurity	Internetworking Technologies I Computer Science I Networking + Networking Lab	Internetworking Technologies II Digital Forensics Practicum in information Technology

CAREER AND TECHNICAL EDUCATION

PROGRAMS OF STUDY

2024-2025

ENDORSEMENT: BUSINESS & INDUSTRY				
Program of Study	Tornillo High School Standard Coursework			
	Grade 9	Grade 10	Grade 11	Grade 12
Business Management	Principles of Business, Marketing, & Finance	Business Information Management Systems I	Business Management	Business Information Management System II
Western Tech Diesel Mechanic		Principles of Transportation Automotive Basics Diesel Equipment Technology I	Principles of Distribution and Logistics Small Engine Technology Automotive Technology I	Automotive Technology II Diesel Equipment and Technology II
Western Tech Welding			Principles of Manufacturing Introduction to Welding Welding I	Metal Fabricating and Machining
Western Tech HVAC		Principles of Construction Electrical Technology Building Maintenance Technology	HVAC Technology I Plumbing Technology, I Electrical Technology II	Building Maintenance Tech II HVAC Technology II

CAREER AND TECHNICAL EDUCATION

WT Program	2023-2024	2024-2025
Welding	20	9
Diesel	16	18
CCMA	5	12
HVAC	8	8
Cybersecurity	0	7

WESTERN TECH

2023-2024: 49 Total Students

2024-2025: 54 Total Students

CAREER AND TECHNICAL EDUCATION

Course	2023-2024	2024-2025
Principles of Education and Training	1	1
Principles of Information Technology	2	1
Robotics	1	1
Fundamentals of Computer Science	0	1

JUNIOR HIGH

4 CTE Courses for High School Credit

TORNILLO ISD CTE

PRELIMINARY EVALUATION

Possible Changes/Options:

- Remove HVAC (No student interest)
- Remove Programming and Software Development (move to WT)
- Continue Welding and Business sunsetting

5:31 PM - 6:48 PM = 77 min. - 17 = 60 min.

TIME USE TRACKER

Date:

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	1	← *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 →	53
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 →	
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 →	3
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 →	11
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	17
Other		Any time spent on an activity that does not meet the conditions listed above →	1
TOTALS	3	60	57

Use For Student Outcome Minutes Percentage Calculation: 3 ÷ 60 × 100 = 5 **% Student Outcome Minutes**

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FINANCIAL REPORTS

FOR THE MONTH ENDING JULY, 2024

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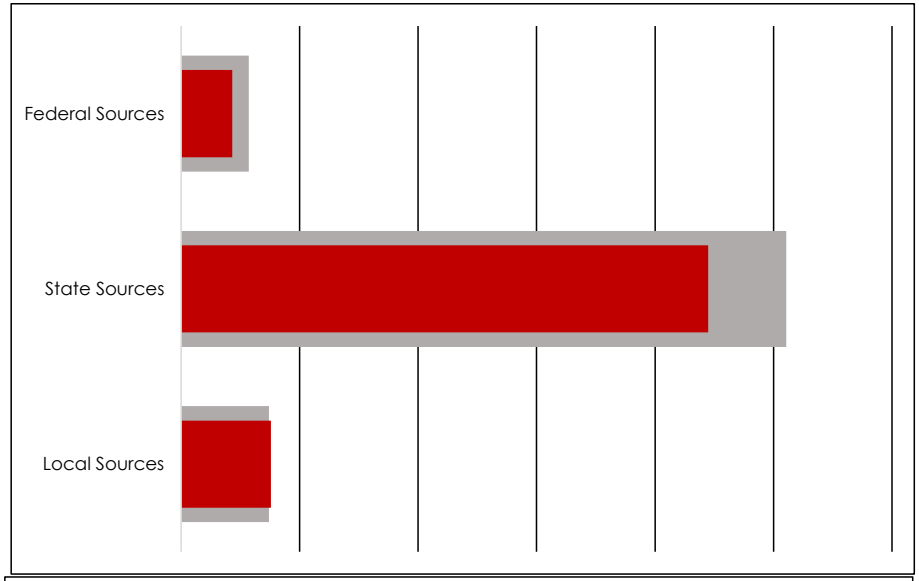
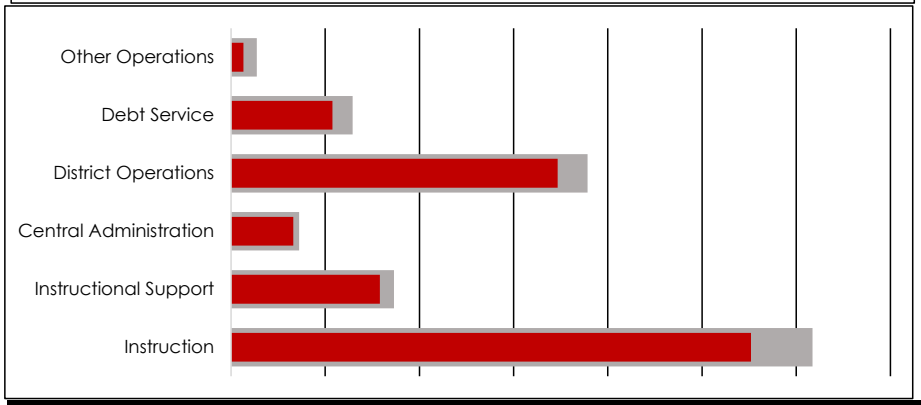
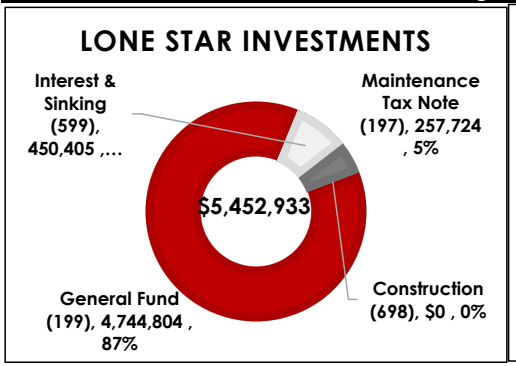
TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of July 31, 2024

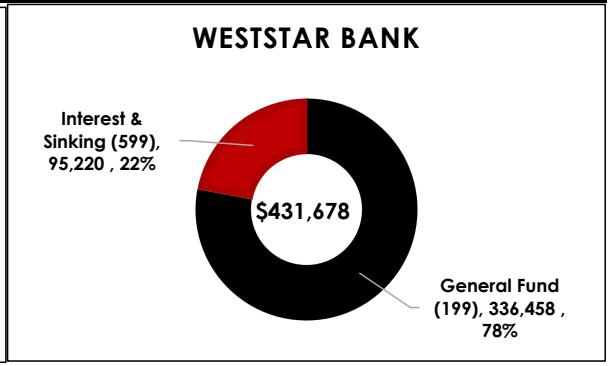
Board Adopted Revenue and Expenditures



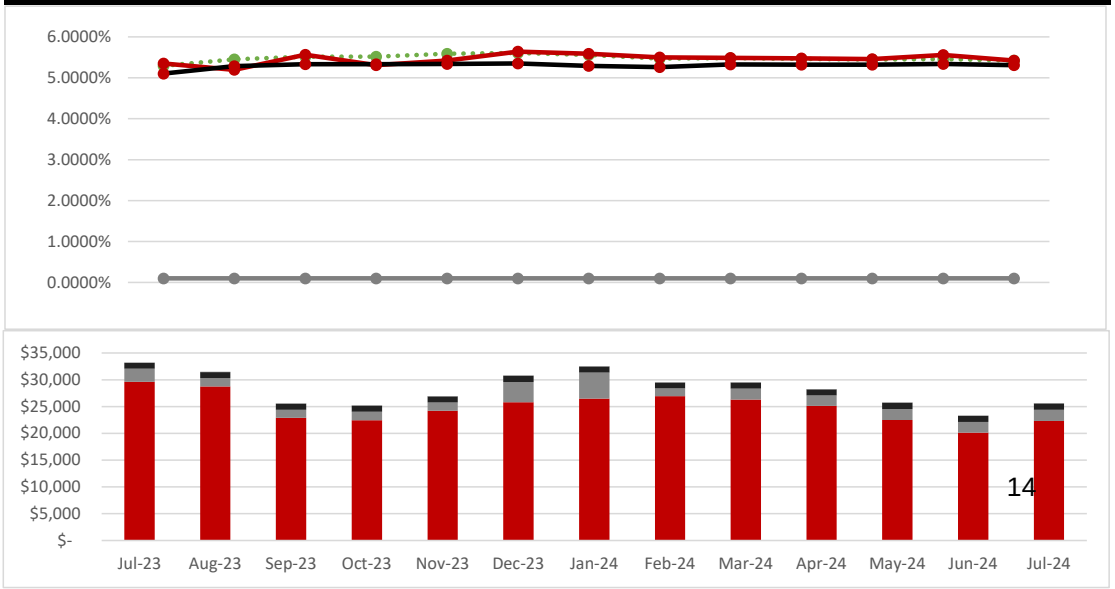


Banking and Investment Pools

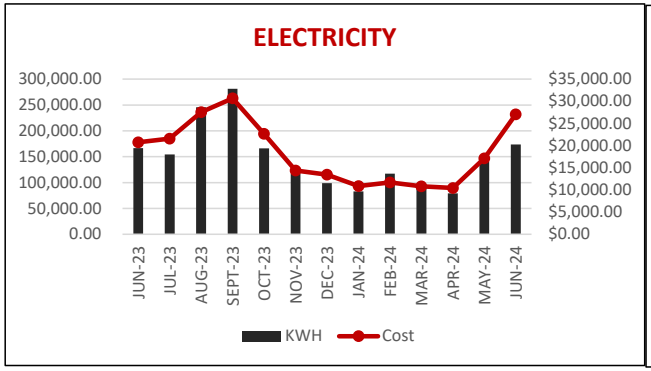


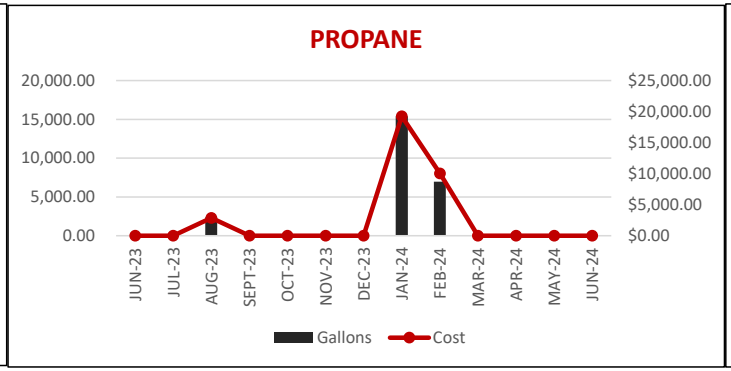


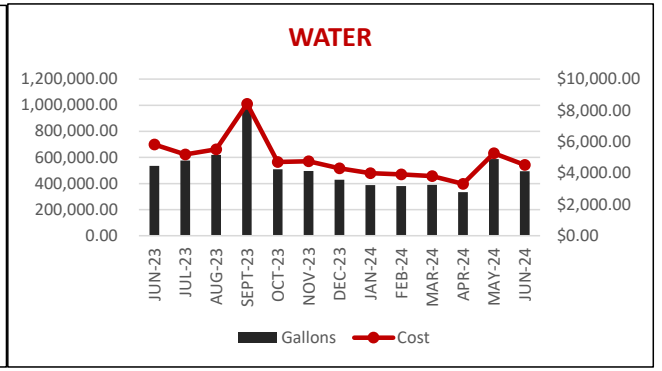
Investment Rate and Interest Revenue Trends



Utilities







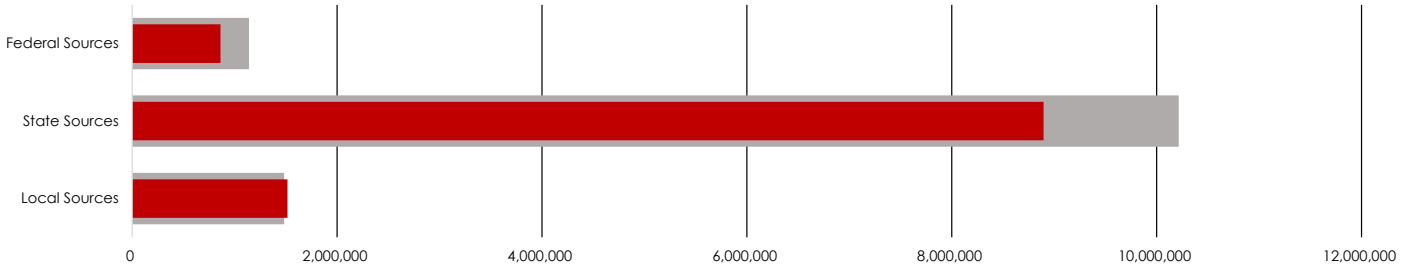
TORNILLO INDEPENDENT SCHOOL DISTRICT

Revenues & Expenditures

As of July 31, 2024

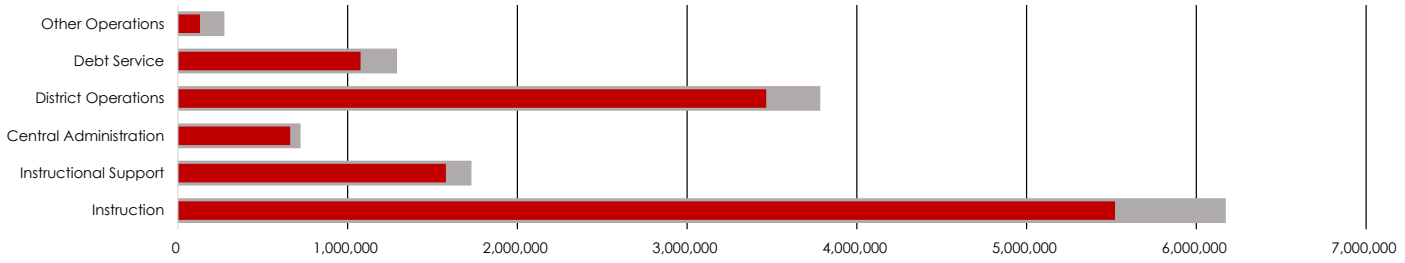
	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
REVENUES												
Local Sources	66,400	79,127	(12,727)	978,000	981,999	(3,999)	439,500	454,848	(15,348)	1,483,900	1,515,974	(32,074)
State Sources	2,400	2,950	(550)	9,364,757	8,104,962	1,259,795	849,298	788,014	61,284	10,216,455	8,895,926	1,320,529
Federal Sources	766,020	627,180	138,840	375,000	234,188	140,812	0	0	0	1,141,020	861,368	279,652
Total Revenue:	**834,820**	**709,258**	**125,562**	**10,717,757**	**9,321,149**	**1,396,608**	**1,288,798**	**1,242,862**	**45,936**	**12,841,375**	**11,273,268**	**1,568,107**
EXPENSES												
Instruction	0	0	0	6,173,949	5,520,490	653,459	0	0	0	6,173,949	5,520,490	653,459
Instructional Support	0	0	0	1,729,349	1,578,988	150,361	0	0	0	1,729,349	1,578,988	150,361
Central Administration	0	0	0	723,362	661,829	61,533	0	0	0	723,362	661,829	61,533
District Operations	834,820	786,528	48,292	2,950,191	2,679,707	270,484	0	0	0	3,785,011	3,466,235	318,776
Debt Service	0	0	0	3,000	0	3,000	1,288,798	1,076,392	212,406	1,291,798	1,076,392	215,406
Other Operations	0	0	0	274,206	130,797	143,409	0	0	0	274,206	130,797	143,409
Total Expenses:	**834,820**	**786,528**	**48,292**	**11,854,057**	**10,571,811**	**1,282,246**	**1,288,798**	**1,076,392**	**212,406**	**13,977,675**	**12,434,731**	**1,542,944**

Total Revenues
Funds 101, 199 & 599



	Local Sources	State Sources	Federal Sources
Budget	1,483,900	10,216,455	1,141,020
YTD	1,515,974	8,895,926	861,368

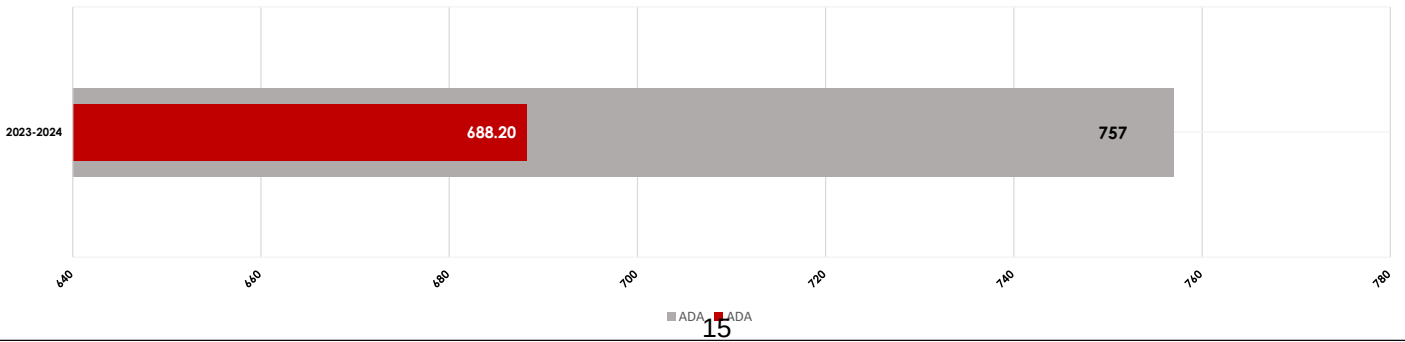
Total Expenditures
Funds 101, 199 & 599



	Instruction	Instructional Support	Central Administration	District Operations	Debt Service	Other Operations
Budget	6,173,949	1,729,349	723,362	3,785,011	1,291,798	274,206
YTD	5,520,490	1,578,988	661,829	3,466,235	1,076,392	130,797

2023-2024
Enrollment & ADA

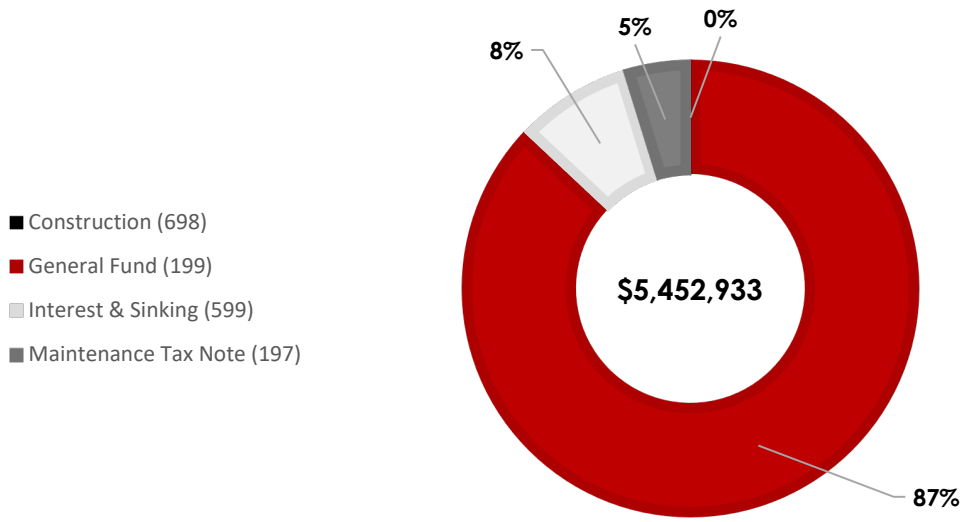
Current ADA % - 93.94%



TORNILLO INDEPENDENT SCHOOL DISTRICT

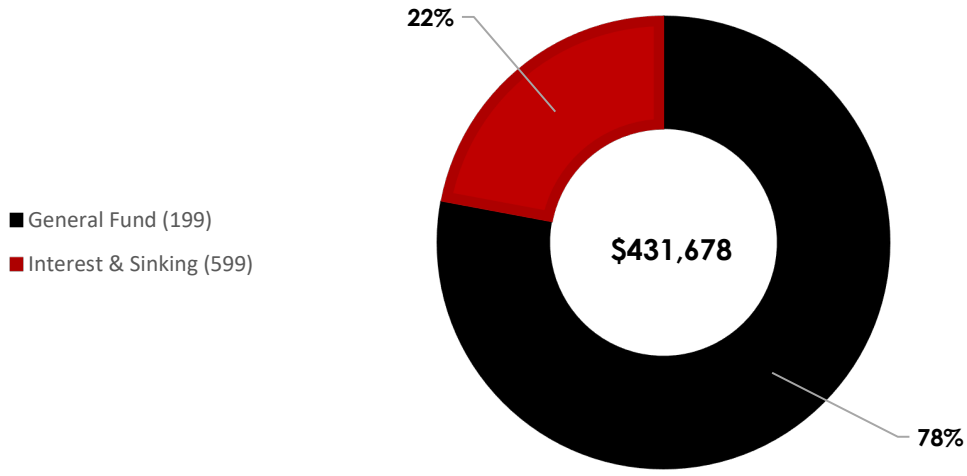
As of July 31, 2024

LONE STAR INVESTMENTS



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	$0	$0	$0
General Fund (199)	5,152,098	4,744,804	(407,294)
Interest & Sinking (599)	448,341	450,405	2,064
Maintenance Tax Note (197)	256,404	257,724	1,320
Lone Star Investment Pool	**$5,856,843**	**$5,452,933**	**($403,910)**

WESTSTAR BANK



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	137,547	336,458	198,911
Interest & Sinking (599)	93,680	95,220	1,539
WestStar Bank	**$164,780**	**$431,678**	**$266,898**

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of July 31, 2024

								Beginning Balance	$	137,547
Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01						(141,355)		(222)		$ (4,030)
02	1,067			200,000				(5,342)		$ 191,695
03								(8,622)		$ 183,073
04										$ 183,073
05								(21,379)		$ 161,694
06										$ 161,694
07										$ 161,694
08								(3,923)		$ 157,771
09		1,240						(25,832)		$ 133,179
10								(25,457)		$ 107,722
11								(20)		$ 107,702
12				350,000		(43,905)	(279,238)	(316)		$ 134,242
13										$ 134,242
14										$ 134,242
15				200,000	(35,054)		(825)	(48,635)	(481)	$ 249,247
16								(4,738)		$ 244,509
17								(41,458)		$ 203,051
18								(2,990)		$ 200,062
19								(53,249)		$ 146,813
20										$ 146,813
21										$ 146,813
22								(39,091)		$ 107,722
23								(15,754)		$ 91,968
24		249						(14,444)		$ 77,772
25		18,999						(71,784)		$ 24,988
26				200,000				(4,685)		$ 220,303
27										$ 220,303
28										$ 220,303
29		47,874		400,000			(258,431)	(184)		$ 409,562
30	1,154	49						(54,368)		$ 356,398
31		18,153	15		(30,422)		(825)	(6,860)		$ 336,458
									Ending Balance	$ 336,458

Tornillo Independent School District

Monthly Summary of Investments
As of July 31, 2024

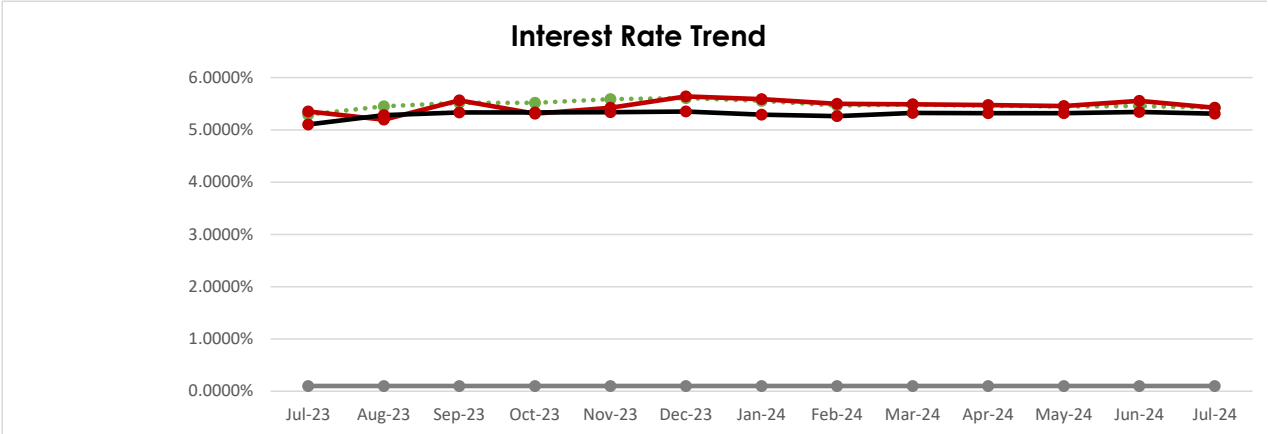
Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE 7/1/2024	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE 7/31/2024	INTEREST RATE
199-1110	General Operating	$ 137,546.84	1,438,960.26	1,240,063.37	14.57	$ 336,458.30	0.10%
197-1107	Maintenance Tax Note	$ 256,542.58	0.00	0.00	1,181.89	$ 257,724.47	5.4556%
199-1107	Lone Star Inv. Pool#1	$ 5,152,097.81	920,381.23	1,350,000.00	22,324.92	$ 4,744,803.96	5.4556%
599-1110	Interest and Sinking	$ 93,680.11	1,531.44	0.00	8.00	$ 95,219.55	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	$ 448,339.50	0.00	0.00	2,065.50	$ 450,405.00	5.4556%
599-1107	Lone Star Inv. Pool/I&S Government	$ 1.88	0.00	0.00	0.01	$ 1.89	5.3409%

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

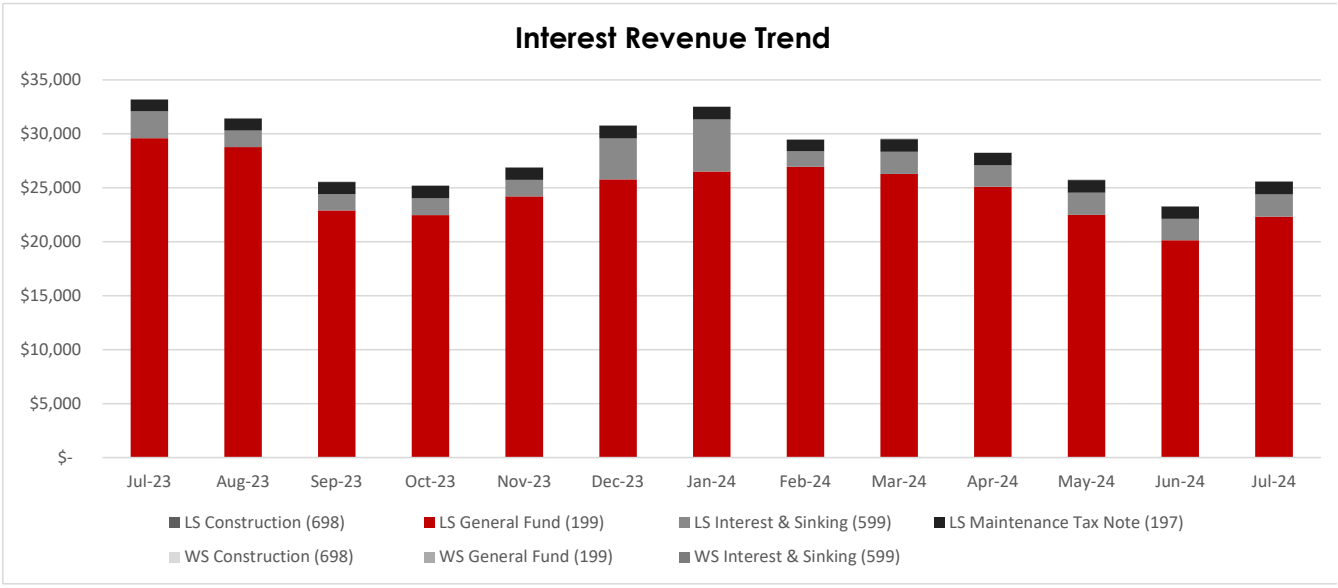
Luis Guerra, Director of Finance

TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS



	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Jan-24	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24
LS Corp. Overnight Plus	5.2925%	5.4505%	5.5157%	5.5179%	5.5867%	5.6074%	5.5570%	5.4669%	5.4830%	5.4608%	5.4479%	5.4556%	5.4235%
LS Corp. Overnight	5.3534%	5.1942%	5.5620%	5.3098%	5.4208%	5.6398%	5.5874%	5.4968%	5.4900%	5.4730%	5.4564%	5.5564%	5.4218%
LS Gov. Overnight	5.1031%	5.2831%	5.3309%	5.3309%	5.3384%	5.3507%	5.2905%	5.2620%	5.3258%	5.3211%	5.3207%	5.3409%	5.3091%
WS Interest Rate	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%	0.10%



Participant #: 71908

Lone★Star™ Investment Pool **July 2024 Monthly Statement**

Statement Period: 07/01/2024 to 07/31/2024

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

Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	4,744,803.96	1.00	4,744,803.96	87.01%
			Totals:	**4,744,803.96**	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	450,405.00	1.00	450,405.00	8.26%
	Government Overnight Fund	1.89	1.00	1.89	0.00%
			Totals:	**450,406.89**	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	257,724.47	1.00	257,724.47	4.73%
			Totals:	**257,724.47**	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	5.44 %	5,452,933.43	1.00	5,452,933.43	100.00 %
Government Overnight Fund	0.00 %	1.89	1.00	1.89	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
			Total Value:	**5,452,935.32**	**100.00 %**

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2024	Starting Balance	5,152,097.81			5,152,097.81
07/02/2024	Deposit	5,230,553.78	78,455.97	1.00	78,455.97
07/02/2024	Withdrawal	5,030,553.78	-200,000.00	1.00	-200,000.00
07/05/2024	Deposit	5,036,009.84	5,456.06	1.00	5,456.06
07/11/2024	Deposit	5,084,975.84	48,966.00	1.00	48,966.00
07/11/2024	Deposit	5,106,620.84	21,645.00	1.00	21,645.00
07/12/2024	Withdrawal	4,756,620.84	-350,000.00	1.00	-350,000.00

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/15/2024	Deposit	4,758,240.98	1,620.14	1.00	1,620.14
07/15/2024	Withdrawal	4,558,240.98	-200,000.00	1.00	-200,000.00
07/19/2024	Deposit	4,564,557.06	6,316.08	1.00	6,316.08
07/25/2024	Deposit	5,235,523.06	670,966.00	1.00	670,966.00
07/26/2024	Deposit	5,280,421.03	44,897.97	1.00	44,897.97
07/26/2024	Deposit	5,322,479.04	42,058.01	1.00	42,058.01
07/26/2024	Withdrawal	5,122,479.04	-200,000.00	1.00	-200,000.00
07/29/2024	Withdrawal	4,722,479.04	-400,000.00	1.00	-400,000.00
07/31/2024	Interest	4,744,803.96	22,324.92	1.00	22,324.92
07/31/2024	Ending Balance	4,744,803.96			4,744,803.96

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2024	Starting Balance	448,339.50			448,339.50
07/31/2024	Interest	450,405.00	2,065.50	1.00	2,065.50
07/31/2024	Ending Balance	450,405.00			450,405.00

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2024	Starting Balance	1.88			1.88
07/31/2024	Interest	1.89	0.01	1.00	0.01
07/31/2024	Ending Balance	1.89			1.89

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2024	Starting Balance	256,542.58			256,542.58
07/31/2024	Interest	257,724.47	1,181.89	1.00	1,181.89
07/31/2024	Ending Balance	257,724.47			257,724.47

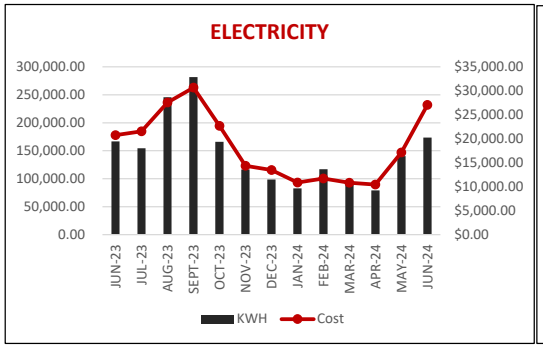
Important Information about this statement

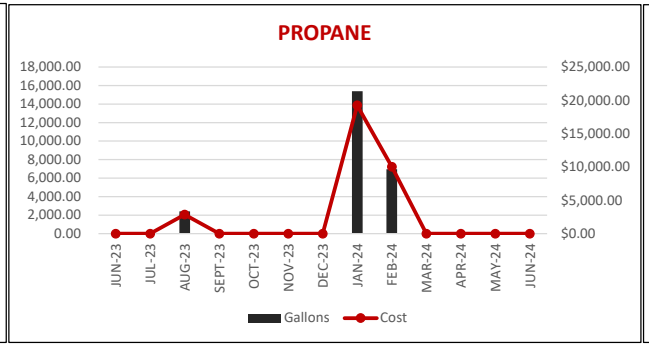
Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days 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.

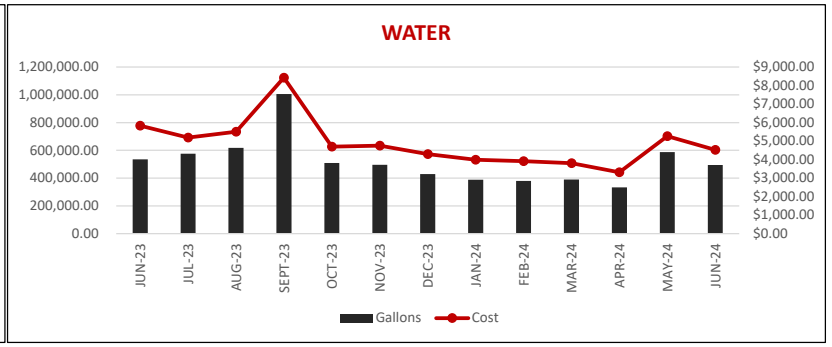
TORNILLO INDEPENDENT SCHOOL DISTRICT

UTILITY USAGE AND COST

Rolling 13 Month Comparison







Utility	JUN-23	JUL-23	AUG-23	SEPT-23	OCT-23	NOV-23	DEC-23	JAN-24	FEB-24	MAR-24	APR-24	MAY-24	JUN-24	Totals
Electricty:														
KWH	166,682.00	154,457.00	245,438.00	281,494.00	165,896.00	116,716.00	98,716.00	82,748.00	117,117.00	91,385.00	79,055.00	140,270.00	173,489.00	1,913,463.00
Cost	$20,768.83	$21,566.18	$27,549.97	$30,655.06	$22,677.96	$14,362.44	$13,460.26	$10,862.11	$11,716.30	$10,823.22	$10,443.84	$17,151.26	$27,051.92	$239,089.35
Unit Cost	$0.12	$0.14	$0.11	$0.11	$0.14	$0.12	$0.14	$0.13	$0.10	$0.12	$0.13	$0.12	$0.16	$0.12
Propane :														
Gallons	0.00	0.00	2,400.60	0.00	0.00	0.00	0.00	15,387.57	6,968.50	0.00	0.00	0.00	0.00	24,756.67
Cost	$0.00	$0.00	$2,861.85	$0.00	$0.00	$0.00	$0.00	$19,240.28	$10,021.88	$0.00	$0.00	$0.00	$0.00	$32,124.01
Unit cost	$0.00	$0.00	$1.19	$0.00	$0.00	$0.00	$0.00	$1.25	$1.44	$0.00	$0.00	$0.00	$0.00	$1.30
Water:														
Gallons	534,660.00	576,400.00	618,180.00	########	508,510.00	495,240.00	428,970.00	387,910.00	380,030.00	390,280.00	333,560.00	586,840.00	494,260.00	6,740,240.00
Cost	$5,832.11	$5,186.41	$5,508.62	$8,426.50	$4,701.99	$4,758.58	$4,299.24	$3,990.14	$3,913.99	$3,811.35	$3,313.08	$5,265.73	$4,526.48	$63,534.22
Unit cost	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01	$0.01

Tornillo Independent School District

El Paso Electric Transformer Upgrades

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

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

TORNILLO INDEPENDENT SCHOOL DISTRICT

$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
160928	$47,159.05	El Paso Window	Board Approved
160935	$30,445.60	First Financial Group	Consisted of various invoices
160973	$30,448.24	Mentru	Consisted of various invoices
160987	$52,483.13	El Paso Electric	Consisted of various invoices
161004	$28,515.23	APIC Solutions	Board Approved

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

712	07/12/2024	501232	Raymond Bonilla		Issued	$921.00	Employee Reimbursement Direct Deposit
713	07/19/2024	500699	Maria Morales		Issued	$48.46	Employee Reimbursement Direct Deposit
714	07/19/2024	500021	Dania Sotelo		Issued	$204.00	Employee Reimbursement Direct Deposit
715	07/26/2024	501088	Claudia Del Valle		Issued	$22.00	Employee Reimbursement Direct Deposit
716	07/26/2024	500699	Maria Morales		Issued	$93.66	Employee Reimbursement Direct Deposit
717	07/26/2024	501206	Alejandro Olvera		Issued	$39.21	Employee Reimbursement Direct Deposit
718	07/26/2024	501277	Karina Schulte		Issued	$40.94	Employee Reimbursement Direct Deposit
719	07/26/2024	501033	Valeria Valenzuela		Issued	$22.00	Employee Reimbursement Direct Deposit
720	07/26/2024	501056	Claudia Anaya Garcia		Issued	$22.00	Employee Reimbursement Direct Deposit
721	07/26/2024	501065	Jacqueline Bouche		Issued	$22.00	Employee Reimbursement Direct Deposit
722	07/26/2024	500983	Laura Roa		Issued	$22.00	Employee Reimbursement Direct Deposit
723	07/26/2024	500985	Irma Rodriguez		Issued	$22.00	Employee Reimbursement Direct Deposit
724	07/26/2024	501033	Valeria Valenzuela		Issued	$232.10	Employee Reimbursement Direct Deposit
160900	07/11/2024	10040	Game One		Issued	$600.00	Paper Check
160901	07/11/2024	10134	El Paso County		Issued	$12,944.95	Paper Check
160902	07/11/2024	10138	El Paso Disposal, LP		Issued	$2,164.72	Paper Check
160903	07/11/2024	10361	Home Depot Credit Services		Issued	$1,918.87	Paper Check
160904	07/11/2024	10601	Office Depot		Issued	$3,225.87	Paper Check
160905	07/11/2024	10630	Region 19 Education Service Center		Issued	$800.00	Paper Check
160906	07/11/2024	10867	West Texas County Courier		Issued	$4,107.00	Paper Check
160907	07/11/2024	20022	Citibank		Issued	$200.00	Paper Check
160908	07/11/2024	20022	Citibank		Issued	$580.64	Paper Check
160909	07/11/2024	20022	Citibank	25	Issued	$934.35	Paper Check
160910	07/11/2024	20022	Citibank		Issued	$710.00	Paper Check

160911	07/11/2024	20022	Citibank	Issued	$345.00	Paper Check
160912	07/11/2024	20022	Citibank	Issued	$1,455.91	Paper Check
160913	07/11/2024	20022	Citibank	Issued	$13.59	Paper Check
160914	07/11/2024	20022	Citibank	Issued	$339.05	Paper Check
160915	07/11/2024	20060	Nasco Education LLC	Issued	$150.45	Paper Check
160916	07/11/2024	20206	Texas Excavation Safety System,	Issued	$11.50	Paper Check
160917	07/11/2024	20207	Indian Product	Issued	$151.25	Paper Check
160918	07/11/2024	20255	Mentru Enterprises	Issued	$555.00	Paper Check
160919	07/11/2024	20353	Barnes and Noble Book Store	Issued	$546.50	Paper Check
160920	07/11/2024	20491	Western Psychological Services	Issued	$589.82	Paper Check
160921	07/11/2024	20578	City Fence & Pipe	Issued	$8,273.36	Paper Check
160922	07/11/2024	20611	Frontline Technologies	Issued	$10.13	Paper Check
160923	07/11/2024	20669	United Rentals (North America)	Issued	$1,179.46	Paper Check
160924	07/11/2024	20810	T-Mobile USA Inc.	Issued	$300.00	Paper Check
160925	07/11/2024	20867	BC Entertainment LLC	Issued	$492.00	Paper Check
160926	07/11/2024	21027	LEAF Capital Funding LLC	Issued	$2,520.14	Paper Check
160927	07/11/2024	21063	Arusa Enterprises	Issued	$7,802.75	Paper Check
160928	07/11/2024	21069	El Paso Window Co. inc.	Issued	$47,159.05	Paper Check
160929	07/11/2024	10724	Texas AFT- Associate Membership Program	Issued	$172.44	Paper Check
160930	07/11/2024	10848	United Way Of El Paso County	Issued	$45.00	Paper Check
160931	07/11/2024	20008	Texas State Teacher Association	Issued	$96.16	Paper Check
160932	07/11/2024	20009	Association of Texas Professional Educator	Issued	$89.78	Paper Check
160933	07/11/2024	20009	Association of Texas Professional Educator	Issued	$76.86	Paper Check
160934	07/11/2024	20010	LegalShield	Issued	$119.56	Paper Check
160935	07/11/2024	20011	First Financial Group of America	Issued	$30,445.60	Paper Check
160936	07/12/2024	10054	Bernie Del Hierro	Issued	$1,162.70	Paper Check

160937	07/12/2024	10080	Ced-Triangle Electric -El Paso	Issued	$175.00	Paper Check
160938	07/12/2024	10138	El Paso Disposal, LP	Issued	$695.00	Paper Check
160939	07/12/2024	10268	Gibson,Ruddock,Patterson, Llc.	Issued	$630.00	Paper Check
160940	07/12/2024	10361	Home Depot Credit Services	Issued	$73.16	Paper Check
160941	07/12/2024	10601	Office Depot	Issued	$252.34	Paper Check
160942	07/12/2024	20022	Citibank	Issued	$132.49	Paper Check
160943	07/12/2024	20022	Citibank	Issued	$132.49	Paper Check
160944	07/12/2024	20022	Citibank	Issued	$448.32	Paper Check
160945	07/12/2024	20022	Citibank	Issued	$447.23	Paper Check
160946	07/12/2024	20022	Citibank	Issued	$132.49	Paper Check
160947	07/12/2024	20039	Riddell	Issued	$4,877.83	Paper Check
160948	07/12/2024	20060	Nasco Education LLC	Issued	$127.68	Paper Check
160949	07/12/2024	20124	Time Warner Cable Texas LLC	Issued	$772.77	Paper Check
160950	07/12/2024	20169	El Paso County Water Improvement	Issued	$4,526.48	Paper Check
160951	07/12/2024	20447	Super Chef Inc.	Issued	$559.30	Paper Check
160952	07/12/2024	20662	Citibank	Issued	$214.78	Paper Check
160953	07/12/2024	21033	Carnegie Learning Inc.	Issued	$19,764.39	Paper Check
160956	07/12/2024	501012	Rene Estrada	Issued	$482.27	Paper Check
160957	07/18/2024	10080	Ced-Triangle Electric -El Paso	Issued	$757.27	Paper Check
160958	07/18/2024	10361	Home Depot Credit Services	Issued	$3,020.10	Paper Check
160959	07/18/2024	10555	Lead4Ward	Issued	$700.00	Paper Check
160960	07/18/2024	10601	Office Depot	Issued	$808.67	Paper Check
160961	07/18/2024	10614	Perky Press	Issued	$1,194.00	Paper Check
160962	07/18/2024	10808	Tornillo I.S.D. Cafeteria	Issued	$78.00	Paper Check
160963	07/18/2024	10867	West Texas County Courier	Issued	$2,127.50	Paper Check
160964	07/18/2024	20022	Citibank	Issued	$351.14	Paper Check

160965	07/18/2024	20022	Citibank	Issued	$1,391.92	Paper Check
160966	07/18/2024	20022	Citibank	Issued	$782.55	Paper Check
160967	07/18/2024	20022	Citibank	Issued	$782.55	Paper Check
160968	07/18/2024	20022	Citibank	Issued	$419.86	Paper Check
160969	07/18/2024	20022	Citibank	Issued	$182.50	Paper Check
160970	07/18/2024	20022	Citibank	Issued	$782.55	Paper Check
160971	07/18/2024	20022	Citibank	Issued	$754.96	Paper Check
160972	07/18/2024	20022	Citibank	Issued	$279.09	Paper Check
160973	07/18/2024	20255	Mentru Enterprises	Issued	$30,448.24	Paper Check
160974	07/18/2024	20369	Hot Shots by: Lomeli's Photo	Issued	$196.75	Paper Check
160975	07/18/2024	20522	The Goodheart Willcox Company In	Issued	$13,397.10	Paper Check
160976	07/18/2024	20562	Stout Hardwood Floor Company Inc	Issued	$3,360.00	Paper Check
160977	07/18/2024	20578	City Fence & Pipe	Issued	$4,433.80	Paper Check
160978	07/18/2024	20662	Citibank	Issued	$140.38	Paper Check
160979	07/18/2024	20662	Citibank	Issued	$573.86	Paper Check
160980	07/18/2024	20662	Citibank	Issued	$124.10	Paper Check
160981	07/18/2024	20662	Citibank	Issued	$232.26	Paper Check
160982	07/18/2024	20987	Alvaro Elias	Issued	$10,000.00	Paper Check
160983	07/19/2024	500906	Bryan Borjas	Issued	$243.00	Paper Check
160984	07/19/2024	501096	Brandyn Flores	Issued	$243.00	Paper Check
160985	07/19/2024	501264	Josue Reyes Herrera	Issued	$243.00	Paper Check
160986	07/19/2024	500544	Luis Vega	Issued	$443.00	Paper Check
160987	07/19/2024	10139	El Paso Electric Co.	Issued	$52,483.13	Paper Check
160988	07/19/2024	10361	Home Depot Credit Services	Issued	$604.81	Paper Check
160989	07/19/2024	10630	Region 19 Education Service Center	Issued	$441.47	Paper Check
160990	07/19/2024	20022	Citibank	Issued	$448.32	Paper Check

160991	07/19/2024	20022	Citibank	Issued	$448.32	Paper Check
160992	07/19/2024	20559	RGTG, LLC	Issued	$2,171.75	Paper Check
160993	07/19/2024	20876	GH Dairy El Paso	Issued	$169.39	Paper Check
160994	07/19/2024	21051	Mobile Communications America, Inc.	Issued	$2,903.00	Paper Check
160995	07/22/2024	20297	The Sherwin Williams Company	Issued	$1,444.47	Paper Check
160996	07/22/2024	10358	Hobby Lobby Stores	Issued	$253.55	Paper Check
160997	07/22/2024	10601	Office Depot	Issued	$382.61	Paper Check
160998	07/22/2024	20028	Amplify Education, Inc	Issued	$925.56	Paper Check
160999	07/22/2024	20120	HB Electronics	Issued	$7,033.89	Paper Check
161000	07/22/2024	20297	The Sherwin Williams Company	Issued	$392.05	Paper Check
161001	07/22/2024	20447	Super Chef Inc.	Issued	$421.60	Paper Check
161002	07/22/2024	20572	Dell Marketing L.P.	Issued	$3,353.21	Paper Check
161003	07/22/2024	20585	Tangible Play, Inc.	Issued	$514.00	Paper Check
161004	07/22/2024	21049	APIC Solutions Texas LLC	Issued	$28,515.23	Paper Check
161005	07/22/2024	21062	Black Stallion Contractors, Inc.	Issued	$50,550.00	Paper Check
161006	07/24/2024	10190	Fabens Oil Co.	Issued	$591.00	Paper Check
161007	07/24/2024	20022	Citibank	Issued	$244.74	Paper Check
161008	07/24/2024	20022	Citibank	Issued	$244.74	Paper Check
161009	07/24/2024	20297	The Sherwin Williams Company	Issued	$1,606.77	Paper Check
161010	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$8.25	Paper Check
161011	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$7.50	Paper Check
161012	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$7.50	Paper Check
161013	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$7.50	Paper Check
161014	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$8.25	Paper Check
161015	07/24/2024	20301	El Paso County Tax Assessor-Coll	Issued	$7.50	Paper Check
161016	07/24/2024	20389	Mountain Desert Water LLC	Issued	$9.08	Paper Check

161017	07/24/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	$723.75	Paper Check
161018	07/24/2024	20792	Bell 2 Bell Educator Supplies LLC	Issued	$199.48	Paper Check
161019	07/24/2024	20895	linde gas & equipment inc	Issued	$26.45	Paper Check
161020	07/24/2024	20930	Whataburger Restaurants LLC	Issued	$643.44	Paper Check
161021	07/24/2024	21072	Carlene Thomas Consulting LLC	Issued	$14,000.00	Paper Check
161022	07/26/2024	10027	Amerigas Propane, L.P.	Issued	$565.80	Paper Check
161023	07/26/2024	10190	Fabens Oil Co.	Issued	$1,255.49	Paper Check
161024	07/26/2024	10601	Office Depot	Issued	$724.18	Paper Check
161025	07/26/2024	10657	Segovia'S Distributing, Inc.	Issued	$616.48	Paper Check
161026	07/26/2024	10870	Windstream	Issued	$1,956.95	Paper Check
161027	07/26/2024	20022	Citibank	Issued	$775.73	Paper Check
161028	07/26/2024	20022	Citibank	Issued	$129.43	Paper Check
161029	07/26/2024	20022	Citibank	Issued	$663.75	Paper Check
161030	07/26/2024	20022	Citibank	Issued	$663.75	Paper Check
161031	07/26/2024	20022	Citibank	Issued	$418.00	Paper Check
161032	07/26/2024	20022	Citibank	Issued	$65.89	Paper Check
161033	07/26/2024	20022	Citibank	Issued	$782.55	Paper Check
161034	07/26/2024	20120	HB Electronics	Issued	$20,850.00	Paper Check
161035	07/26/2024	20389	Mountain Desert Water LLC	Issued	$36.32	Paper Check
161036	07/26/2024	20662	Citibank	Issued	$304.33	Paper Check
161037	07/26/2024	20662	Citibank	Issued	$389.68	Paper Check
161038	07/26/2024	20662	Citibank	Issued	$139.86	Paper Check
161039	07/26/2024	20662	Citibank	Issued	$45.12	Paper Check
161040	07/26/2024	20662	Citibank	Issued	$47.92	Paper Check
161041	07/26/2024	20662	Citibank	Issued	$258.60	Paper Check
161042	07/26/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	$1,799.40	Paper Check

161043	07/26/2024	20814	El Pasoans Fighting Hunger	Issued	$1,937.40	Paper Check
161044	07/26/2024	20876	GH Dairy El Paso	Issued	$411.98	Paper Check
161045	07/26/2024	21002	Bakery Ventures I LTD	Issued	$592.30	Paper Check
161046	07/26/2024	10361	Home Depot Credit Services	Issued	$35.97	Paper Check
161047	07/26/2024	10543	Labatt Food Service	Issued	$4,614.69	Paper Check
161048	07/26/2024	20022	Citibank	Issued	$400.20	Paper Check
161049	07/26/2024	20678	Luis Sepulveda	Issued	$1,240.00	Paper Check
161050	07/26/2024	20758	FLRA VAZQUEZ, LLC dba DIAMOND CATERING	Issued	$1,930.30	Paper Check
161051	07/26/2024	21047	Rudy's West Bar-B-Q, LLC	Issued	$1,107.40	Paper Check
161052	07/29/2024	10279	Govconnection, Inc.	Issued	$475.00	Paper Check
161053	07/31/2024	10543	Labatt Food Service	Issued	$215.34	Paper Check
161054	07/31/2024	10601	Office Depot	Issued	$45.10	Paper Check
161055	07/31/2024	10630	Region 19 Education Service Center	Issued	$3,750.00	Paper Check
161056	07/31/2024	20022	Citibank	Issued	$732.86	Paper Check
161057	07/31/2024	20022	Citibank	Issued	$732.86	Paper Check
161058	07/31/2024	20022	Citibank	Issued	$8.90	Paper Check
161059	07/31/2024	20028	Amplify Education, Inc	Issued	$1,876.50	Paper Check
161060	07/31/2024	20060	Nasco Education LLC	Issued	$846.83	Paper Check
161061	07/31/2024	20810	T-Mobile USA Inc.	Issued	$300.00	Paper Check
161062	07/31/2024	10601	Office Depot	Issued	$42.39	Paper Check
10002399	07/12/2024	20765	Commerce Bank	Issued	$6,049.92	ACH
10002400	07/19/2024	20765	Commerce Bank	Issued	$2,315.20	ACH
10002401	07/26/2024	20765	Commerce Bank	Issued	$3,876.22	ACH
200001455	07/12/2024	10070	C & M Plaque & Trophy Inc.	Issued	$669.00	Vendor Credit Card
200001456	07/12/2024	10105	Continental Termite & Pest Control,	Issued	$565.00	Vendor Credit Card
200001457	07/12/2024	10229	Follett School Solutions, Inc.	Issued	$305.70	Vendor Credit Card

200001458	07/12/2024	10669	Sonitrol Of El Paso	Issued	$962.50	Vendor Credit Card	
200001459	07/12/2024	10859	Verizon Wireless	Issued	$170.14	Vendor Credit Card	
200001460	07/12/2024	20036	Johnstone Supply	Issued	$129.98	Vendor Credit Card	
200001461	07/12/2024	20490	Blanco Ordonez Mata & Wallace P.	Issued	$829.00	Vendor Credit Card	
200001462	07/12/2024	20597	El Paso Reprographics	Issued	$1,081.20	Vendor Credit Card	
200001463	07/12/2024	20647	AVID Center	Issued	$750.00	Vendor Credit Card	
200001464	07/19/2024	10546	Lakeshore Learning Materials	Issued	$28.49	Vendor Credit Card	
200001465	07/19/2024	10669	Sonitrol Of El Paso	Issued	$712.00	Vendor Credit Card	
200001466	07/19/2024	20265	4imprint, Inc.	Issued	$1,991.52	Vendor Credit Card	
200001467	07/19/2024	20470	O'Reilly Auto Enterprises LLC	Issued	$66.12	Vendor Credit Card	
200001468	07/19/2024	20551	Southern Tire Mart, LLC	Issued	$1,553.80	Vendor Credit Card	
200001469	07/26/2024	10542	La Estrella	Issued	$135.00	Vendor Credit Card	

Total Checks: 192

Total Amount: 494,704.35

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name
1207657	7/19/2024	279-00-2110-02-000-00-0-00	2024	999	-1991.52	200001466	AP Check	200001466	AP Check	20265	4imprint, Inc.
1206926	7/12/2024	199-00-2110-02-000-00-0-00	2024	000	-829.00	200001461	AP Check	200001461	AP Check	20490	Blanco Ordonez Mata & Wallace P.C.
1206921	7/12/2024	199-00-2110-02-000-00-0-00	2024	000	-750.00	200001463	AP Check	200001463	AP Check	20647	AVID Center
1206916	7/12/2024	199-00-2110-02-000-00-0-00	2024	000	-305.70	200001457	AP Check	200001457	AP Check	10229	Follett School Solutions, Inc.
1206906	7/12/2024	181-00-2110-02-000-00-0-00	2024	000	-669.00	200001455	AP Check	200001455	AP Check	10070	C & M Plaque & Trophy Inc.
1206919	7/12/2024	199-00-2110-02-000-00-0-00	2024	000	-1081.20	200001462	AP Check	200001462	AP Check	20597	El Paso Reprographics
1206914	7/12/2024	199-00-2110-02-000-00-0-00	2024	000	-565.00	200001456	AP Check	200001456	AP Check	10105	Continental Termite & Pest Control,
1203888	6/27/2024	199-00-2110-02-000-00-0-00	2024	000	-54.92	200001453	AP Check	200001453	AP Check	20470	O'Reilly Auto Enterprises LLC
1203895	6/27/2024	429-00-2110-02-000-00-0-00	2024	000	-5851.00	200001454	AP Check	200001454	AP Check	20597	El Paso Reprographics
1203886	6/27/2024	199-00-2110-02-000-00-0-00	2024	000	-144.00	200001452	AP Check	200001452	AP Check	20391	Ken Scholten dba KD Scholten Company
		Commerce Total			-12241.34						

Payee ID	Payee Name	Invoice Number	Invoice Date	Check Number	Invoice Description	Account Number	Pgm Year	Invoice Amount	Doc ID
20022	Citibank	111-0144999-3644204	06/11/2024	160907	Math instructional materials to implement carnegie.	429-11-6399-13-001-11-0-00		200	154690
20022	Citibank	111-0019861-4416259	06/11/2024	160908	Math instructional materials to implement carnegie.	429-11-6399-13-001-11-0-00		580.64	154690
20022	Citibank	ARINV70473483	02/28/2024	160909	Music instruments	282-11-6399-00-001-30-0-00	2021	934.35	154369
20022	Citibank	AP058964	02/13/2024	160910	EOY Field trip entrance fee	282-11-6499-00-001-30-0-00	2021	710	154335
20022	Citibank	F07-858997	06/18/2024	160911	Alignment for van #620	199-34-6249-00-934-99-0-00		345	154747
20022	Citibank	111-5212007-9033826	06/11/2024	160912	Math instructional materials to implement carnegie.	429-11-6399-13-001-11-0-00		1,455.91	154690
20022	Citibank	INV262928439	06/30/2024	160913	Zoom subscription for superintendent	199-41-6499-00-701-99-0-00		13.59	153921
20022	Citibank	111-4130410-6540239	05/24/2024	160914	Band transportation equipment	461-11-6399-00-001-11-0-01		339.05	154639
20022	Citibank	FS20002459741	04/26/2024	160942	Hotel for Fort Stockton Tennis 4-22-24	181-36-6412-00-001-91-0-00		132.49	154546
20022	Citibank	FS20002459752	04/26/2024	160943	Hotel for Fort Stockton Tennis 4-22-24	181-36-6412-00-001-91-0-00		132.49	154546
20022	Citibank	217	04/22/2024	160944	Denver city Hotel - Track 4/10 & 4/11	181-36-6412-00-001-91-0-00		448.32	154513
20022	Citibank	203	04/22/2024	160945	Denver city Hotel - Track 4/10 & 4/11	181-36-6412-00-001-91-0-00		447.23	154513
20022	Citibank	FS20002459662	04/26/2024	160946	Hotel for Fort Stockton Tennis 4-22-24	181-36-6412-00-001-91-0-00		132.49	154546
20022	Citibank	112-0291581-9056250	04/22/2024	160955	Teacher Appreciation incentives	865-00-2191-14-001-14-0-00		154.62	154553
20022	Citibank	722342633	07/16/2024	160964	ASCA 2024 travel arrangements	199-23-6411-00-044-11-0-00		47.32	154755
20022	Citibank	722342633	07/16/2024	160964	ASCA 2024 travel arrangements	211-13-6411-22-044-11-0-00	2023	303.82	154755
20022	Citibank	111-4675043-7126667	05/16/2024	160965	Items for 2024 field day	282-11-6499-00-999-30-1-00	2021	1,391.92	154659
20022	Citibank	3534656224	07/17/2024	160966	Flight & hotel for CAMT Conference - Houston, TX	199-23-6411-00-044-11-0-00		40.09	154548
20022	Citibank	3534656224	07/17/2024	160966	Flight & hotel for CAMT Conference - Houston, TX	211-13-6411-22-044-11-0-00	2023	742.46	154548
20022	Citibank	3536492770	07/17/2024	160967	Flight & hotel for CAMT Conference - Houston, TX	199-23-6411-00-044-11-0-00		40.09	154548
20022	Citibank	3536492770	07/17/2024	160967	Flight & hotel for CAMT Conference - Houston, TX	211-13-6411-22-044-11-0-00	2023	742.46	154548
20022	Citibank	111-3755680-6608250	04/19/2024	160968	After school program supplies	282-11-6399-11-999-11-0-00	2022	419.86	154543
20022	Citibank	840-57800559-1-1433351-	06/20/2024	160969	EDDM	199-61-6499-00-044-99-0-00		143.53	154617
20022	Citibank	840-57800559-1-1433351-	06/20/2024	160969	EDDM	199-11-6499-00-044-11-0-00		38.97	154617
20022	Citibank	3538642126	07/17/2024	160970	Flight & hotel for CAMT Conference - Houston, TX	199-23-6411-00-044-11-0-00		40.09	154548
20022	Citibank	3538642126	07/17/2024	160970	Flight & hotel for CAMT Conference - Houston, TX	211-13-6411-22-044-11-0-00	2023	742.46	154548
20022	Citibank	36ITJB	05/08/2024	160971	MEGACON 2024 Conference Flight	101-35-6411-00-901-99-0-00		754.96	154416
20022	Citibank	F07-859432	07/09/2024	160972	Alignment for van #620	199-34-6249-00-934-99-0-00		279.09	154747
20022	Citibank	205-Track	04/22/2024	160990	Denver city Hotel - Track 4/10 & 4/11	181-36-6412-00-001-91-0-00		448.32	154513
20022	Citibank	215-Track	04/22/2024	160991	Denver city Hotel - Track 4/10 & 4/11	181-36-6412-00-001-91-0-00		448.32	154513
20022	Citibank	310567959	07/22/2024	161007	THSCA Coaching Hotel, San Antonio 7/21/24	181-36-6411-00-001-99-0-00		244.74	154788
20022	Citibank	210567059	07/22/2024	161008	THSCA Coaching Hotel, San Antonio 7/21/24	181-36-6411-00-001-99-0-00		244.74	154788
20022	Citibank	117-Alvarado	07/16/2024	161027	ASCA 2024 travel arrangements	199-23-6411-00-044-11-0-00		104.54	154755
20022	Citibank	117-Alvarado	07/16/2024	161027	ASCA 2024 travel arrangements	211-13-6411-22-044-11-0-00	2023	671.19	154755
20022	Citibank	113-1560938-0821068	07/07/2024	161028	Misc. items for BOY convocations	255-13-6499-00-999-11-0-00	2024	129.43	154756

20022	Citibank	412-Valenzuela	07/23/2024	161029	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	154549
20022	Citibank	308-Morales	06/26/2024	161030	Flight & hotel for PLC Institute - Fort Worth, TX	211-13-6411-22-044-11-0-00	2023	663.75	154549
20022	Citibank	161034	07/22/2024	161031	Panda Express catering	282-13-6499-00-999-30-0-00	2021	418	154771
20022	Citibank	112-2182798-0325033	07/18/2024	161032	Math instructional materials to implement carnegie.	429-11-6399-13-001-11-0-00		65.89	154690
20022	Citibank	10058-Q2RA	07/17/2024	161033	Flight & hotel for CAMT Conference - Houston, TX	199-23-6411-00-044-11-0-00		40.09	154548
20022	Citibank	10058-Q2RA	07/17/2024	161033	Flight & hotel for CAMT Conference - Houston, TX	211-13-6411-22-044-11-0-00	2023	742.46	154548
20022	Citibank	1NE1I0F0030034	07/25/2024	161048	2024-2025 Back to School Fair Supplies	282-13-6499-00-999-30-0-00	2021	400.2	154826
20022	Citibank	REDO6E2E7	07/14/2024	161056	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		102.6	154658
20022	Citibank	REDO6E2E7	07/14/2024	161056	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	630.26	154658
20022	Citibank	ROCEIYT2P	07/14/2024	161057	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		102.6	154658
20022	Citibank	ROCEIYT2P	07/14/2024	161057	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	630.26	154658
20022	Citibank	T114183620	07/24/2024	161058	2024 Title III Symposium Trip	199-13-6411-00-044-25-0-00		1.25	154658
20022	Citibank	T114183620	07/24/2024	161058	2024 Title III Symposium Trip	263-13-6411-00-999-25-0-00	2024	7.65	154658
20662	Citibank Sams Club	086220376248438871830	06/27/2024	160952	903 HS Catering/Hospitality/ Employee appreciation	101-35-6341-00-903-99-0-00		214.78	153776
20662	Citibank Sams Club	10190830194	07/16/2024	160978	Hospitality Supplies for Human Resources Dept	199-41-6499-00-727-99-0-00		140.38	153983
20662	Citibank Sams Club	451707132981562118187	07/16/2024	160979	Restock maintenance break room	199-51-6499-00-951-99-0-00		573.86	154790
20662	Citibank Sams Club	500699712570383057089	07/16/2024	160980	Restock maintenance break room	199-51-6499-00-951-99-0-00		124.1	154790
20662	Citibank Sams Club	10174451154	05/21/2024	160981	Incentives for after school enrichment program	282-11-6399-11-999-11-0-00	2022	232.26	154670
20662	Citibank Sams Club	10192697339	07/19/2024	161036	Misc. items for THS PD week	282-13-6499-00-999-30-0-00	2021	304.33	154774
20662	Citibank Sams Club	10191809726	07/18/2024	161037	Items for BOY convocation	282-13-6499-00-999-30-0-00	2021	389.68	154810
20662	Citibank Sams Club	605024087409803992974	07/25/2024	161038	Items for BOY convocation	282-13-6499-00-999-30-0-00	2021	139.86	154810
20662	Citibank Sams Club	63296373625726584506	07/25/2024	161039	903 HS Catering/Hospitality/ Employee appreciation	101-35-6341-00-903-99-0-00		45.12	153776
20662	Citibank Sams Club	10191029715	07/15/2024	161040	Misc. items for THS PD week	282-13-6499-00-999-30-0-00	2021	47.92	154774
20662	Citibank Sams Club	10192763205	07/19/2024	161041	Supplies for STEM-H planning	282-13-6499-00-999-30-0-00	2021	258.6	154807
								20984.23	

BOY Human Resources Department Update

2024-2025

TISD Human Resources Department Mission

The mission of the Human Resources Department is to be proactive in acquiring and maintaining a highly qualified staff to ensure successful implementation of the District's mission of providing every student a quality education in a safe environment

Auxiliary Employees

Total: 41

- Maintenance & Transportation: 12
- CNS: 11
- Custodians: 12
- Crossing Guards: 3
- Security Guards: 3

Paraprofessionals Employees

Total: 31

- Human Resources: 1
- Wellness: 2
- Technology: 2
- Finance: 1
- Parent Liaison: 1
- Clerical: 8
- Instructional Aides: 16

Professional/ Administration

Total: 82

- Superintendent: 1
- Directors: 3
- Registered Nurse: 1
- Speech Therapist: 1
- CTE Coordinator: 1
- CNS Manager: 1
- Educational Diagnostician: 1
- Finance Coordinator: 1
- Technology Administrators: 2
- PEIMS Specialist: 1
- Campus Administrators: 5
- Instructional Specialists: 7
- Counselors: 4
- Teachers: 53

2023-2024 Fall New Hires and Separations
(up to August 2024)

New Hires	Category
2	Teachers
2	Clerical
1	Auxiliary

Separations	Category
4	Aides
3	Clerical
7	Teachers
6	Auxiliary
3	Retirement

Current Openings

- SPED Teacher
- Attendance Clerk
- Bus Driver
- All Types of Substitutes(Bus Driver, Custodian, Food Service, Teacher, Wellness)

District Total: 18

Active Substitutes

23-24 Employees in Extended Leave

FMLA

Regular FMLA: 8

Intermittent FMLA: 1

Workers Compensation

No extended leave: 21

Extended leave: 5

24-25 Employees in Extended Leave As of 8/22

FMLA: 0

Worker's Compensation: 1

Tornillo HR Partnerships/ Memberships

- Texas Association of School Boards HR (TASB HR)
- Texas Association of School Personnel Administradors (TASPA)
- Personnel Administrators of Region 19 (PAR 19)
- UTEP Teacher Residency Program
- El Paso Regional Educator Community of Pipeline
- ActivatED Partners

2024-2025 HR Fall Semester Projects

- New Employee/Substitute Orientations
- Onboarding of New Employees
- TISD Employee Manual
- TISD Eduhero Mandatory Training Plan
- Open Enrollment_Benefits
- Set up New Employee Duty Calendars
- Review Benefits Payroll Deductions on September 15, 2024
- Audit compliance
- Handling of Open Records Requests

2024-2025 HR Fall Semester Projects

- Monitoring Standard Teaching Certifications
- Submission of Surveys for Superintendent/Personnel and Teachers salaries
- Workers Compensation and Unemployment Insurances Approvals
- Strategic Staffing Sustainability-UTEP Partnership
- PAR19 Meeting with all HR Directors in Region 19
- On going Social Media Promotion
- Continuation of "Teachers Fit Program" Fall Hiking scheduled for October, 2024.

Thank you!

TORNILLO INDEPENDENT
SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

Human Resources Department
19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Lizeth Carroll, Human Resources/Compliance Director
Subject: Change of Funding Account_UTEP Residents
Date: August 28,2024

HISTORY:

For the last two school years, Tornillo ISD and UTEP have been in an agreement to allow UTEP students in the College of Education Teacher Preparation Program to perform their "Full Year Clinical Teaching Residency Program". At that time, the district was awarded a "Strategic Staffing Grant" that allowed to compensate student-residents the amount of $20,000 per year and to reward their respective mentors with a $3,500 stipend. So far, Tornillo ISD has hired 3 resident-teachers as permanent classroom teachers.

RATIONALE:

This school year, Tornillo ISD has three UTEP student-residents (one of them is a paraprofessional employee). The Strategic Staffing Grant is coming to an end on August 31, 2024. The remaining 2 resident positions and three mentor stipends, which have been revised to $1,000 each, have been allocated in the general funds budget already.

BUDGET IMPACT:

The impact to the district budget is about $43,000. $20,000 for each student-resident and $1,000 for each of the 3 mentors.

ADMINISTRATIVE RECOMMENDATION:

The 2024-2025 Tornillo ISD budget includes the aforementioned expense.

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.*

2024-2025 Budget Adoption

August 28, 2024

Budgets Presented for Adoption

Child Nutrition Services
Fund 101

General Fund
Funds 181, 197 &199

Debt Service
Fund 599

Budget Process & Requirements

PROCESS

- Superintendent shall prepare the proposed budget on or before August 20.
- The President of the Board of Trustees must call a public meeting giving at least 10 days notice to the community but no more than 30 days notice.
- The board, at the meeting called for that purpose, shall adopt a budget to cover all expenditures for the succeeding fiscal year.

REQUIREMENTS

- The District's budget shall be approved before September 1st.
- Funds must not be expending in any manner other than as provided for the adopted budget.
- Funds may not be expended prior to adoption of the budget.
- Budget must legally be adopted before the adoption on the tax rate
- Budget must be posted on the District's website and shall remain posted for three years.

Sections 44.002 through 44.006 of the Texas Education Code

Mission

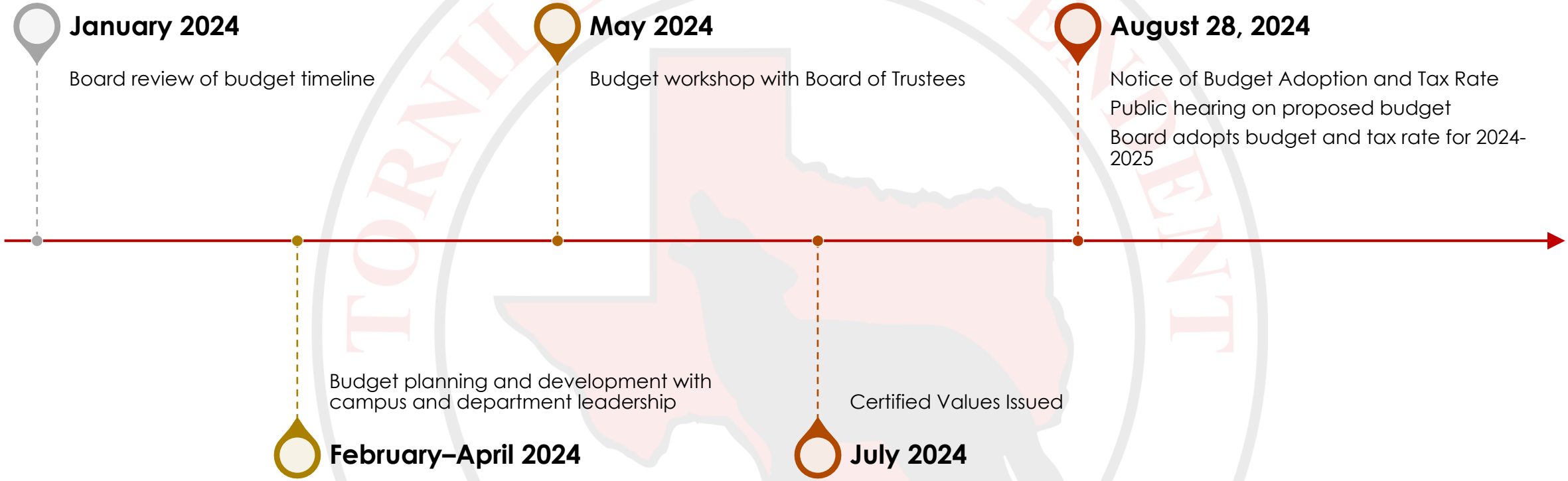
Tornillo ISD mission is empowering our learning community to live their purpose by honoring values and beliefs for holistic postsecondary journey.

Vision

Believe we can succeed; with pride we will achieve.

Lone Star Governance Goals

1. Students performing at the Meets Grade Level Standard on STAAR Reading grade 3rd – 8th, EOC English I & English II will increase from 28% to 46% by 2024.
2. Students performing at the Meets Grade Level Standard on STAAR Math grades 3rd – 8th and EOC Algebra 1 will increase from 35% to 50% by 2024.
3. Students graduation college, career, and military ready will increase from 78% in 2019 to 90% by 2024.

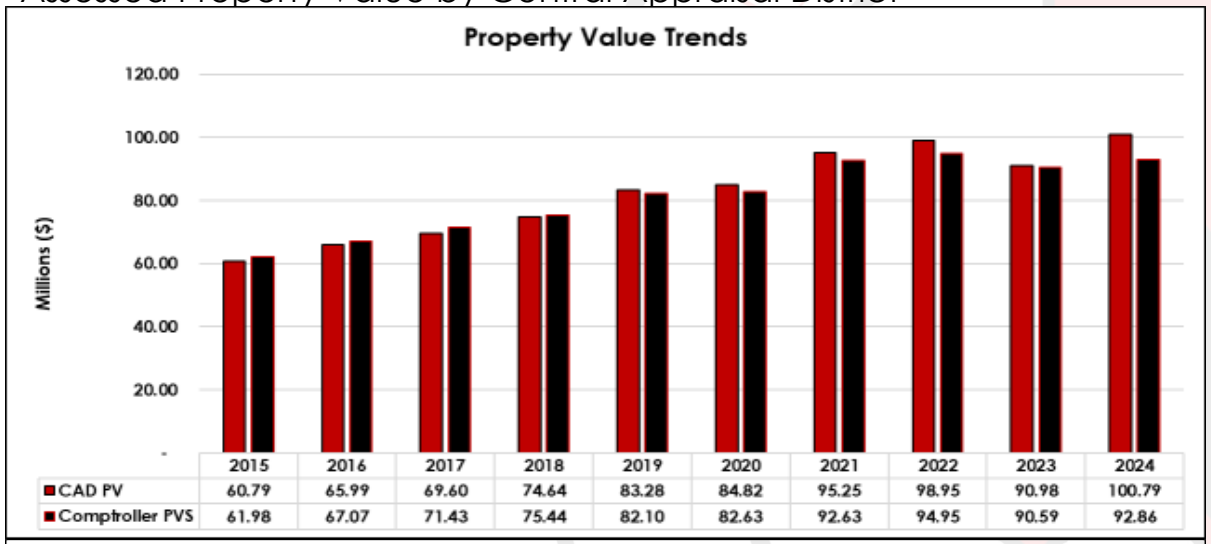


Budget Development & Timeline

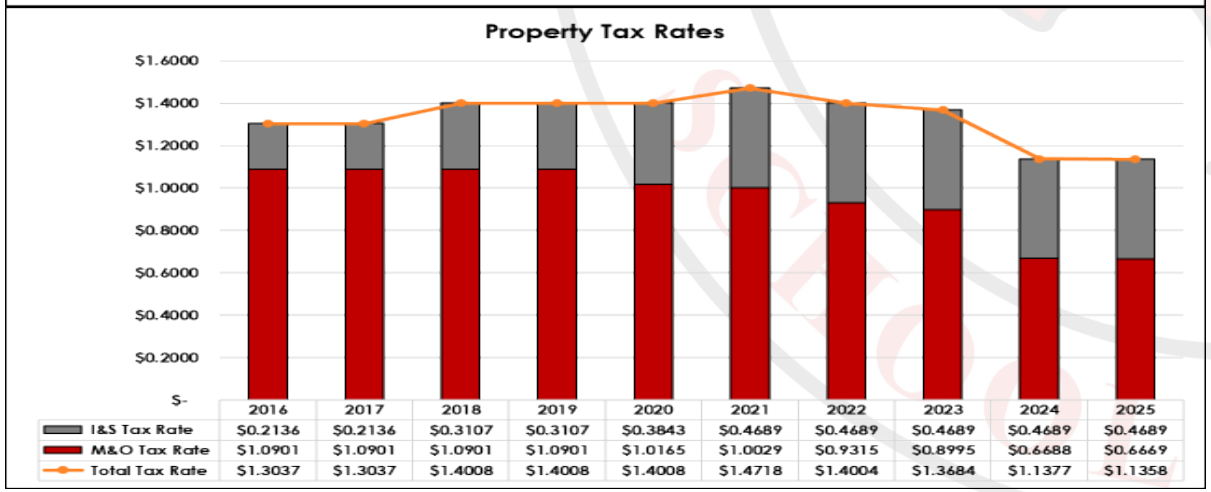
FUNDING ELEMENTS

Local Tax Effort

Property Tax Rate Assessed
Assessed Property Value by Central Appraisal District



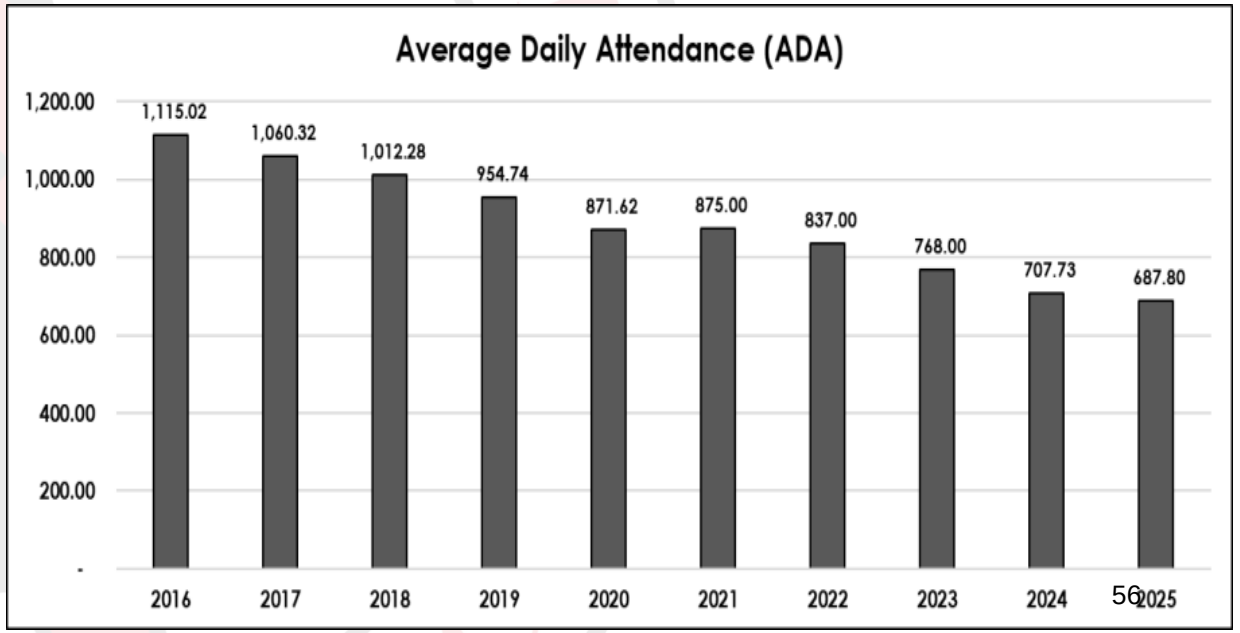
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
CAD PV	60.79	65.99	69.60	74.64	83.28	84.82	95.25	98.95	90.98	100.79
Comptroller PVS	61.98	67.07	71.43	75.44	82.10	82.63	92.63	94.95	90.59	92.86



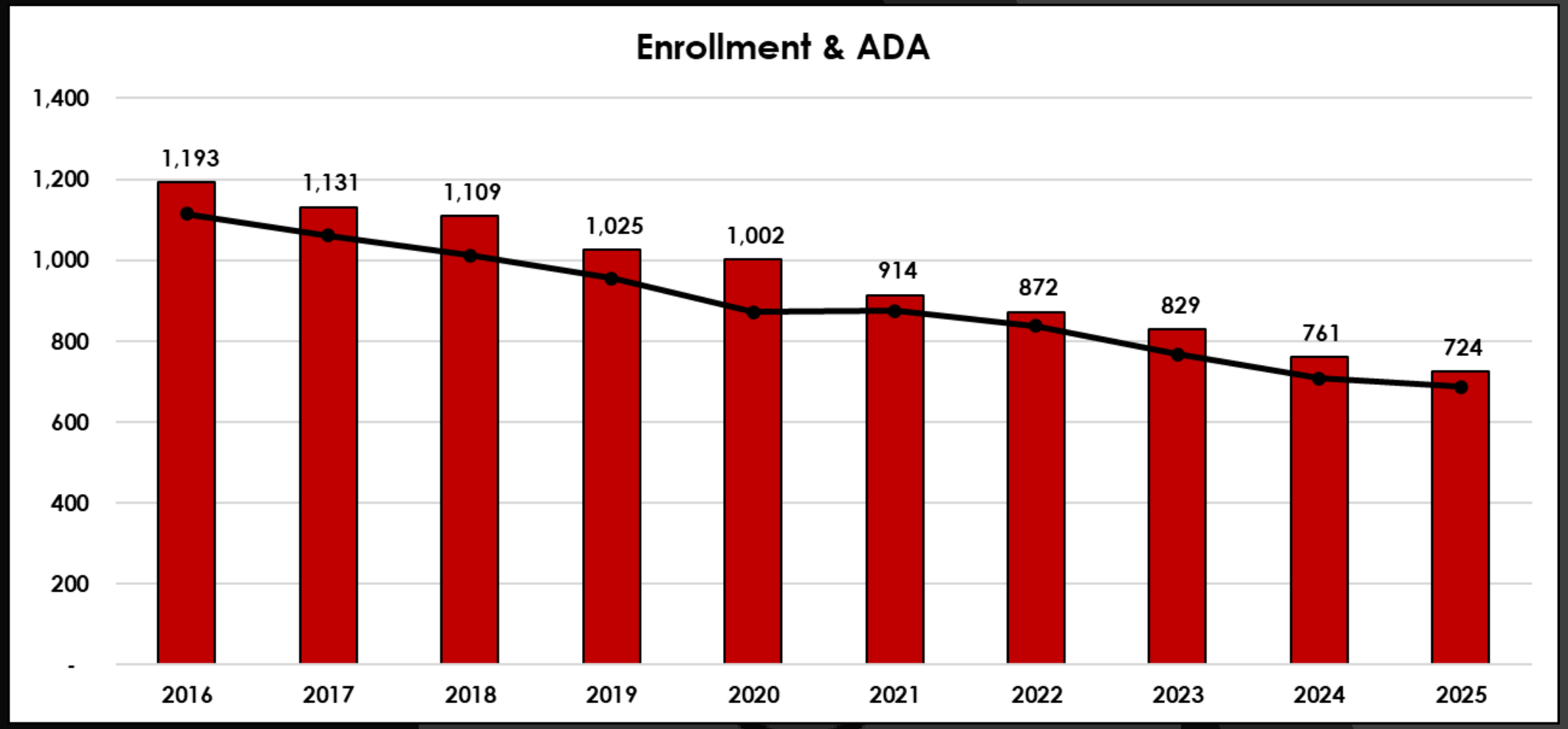
	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
I&S Tax Rate	$0.2136	$0.2136	$0.3107	$0.3107	$0.3843	$0.4689	$0.4689	$0.4689	$0.4689	$0.4689
M&O Tax Rate	$1.0901	$1.0901	$1.0901	$1.0901	$1.0165	$1.0029	$0.9315	$0.8995	$0.6688	$0.6669
Total Tax Rate	$1.3037	$1.3037	$1.4008	$1.4008	$1.4008	$1.4718	$1.4004	$1.3684	$1.1377	$1.1358

State Funding

Average Daily Attendance (ADA)
Tax Collections
Assessed Property Values by State Comptroller's Value
Property Tax Rate Assessed by District

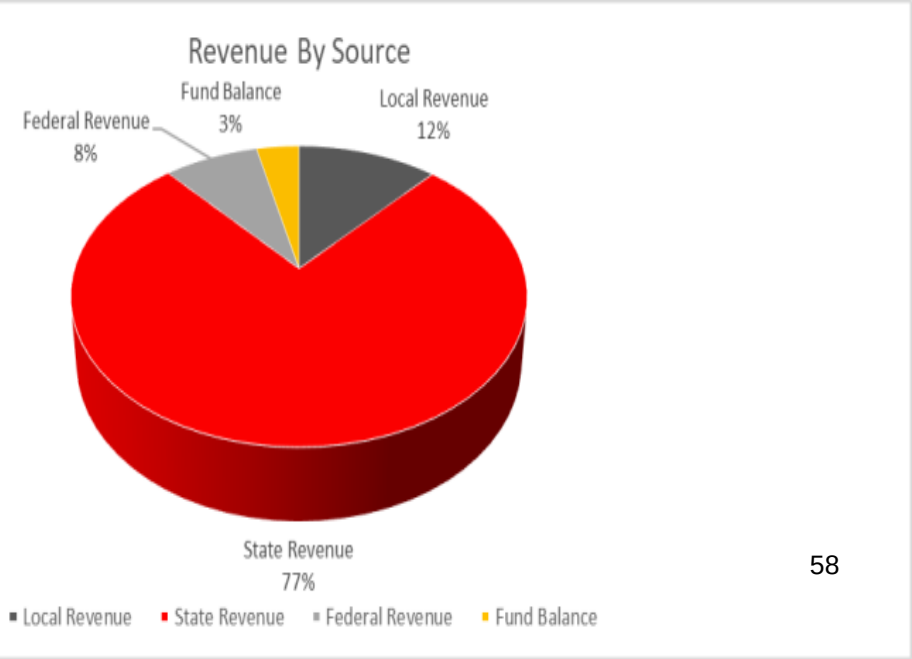


Projected Enrollment & ADA

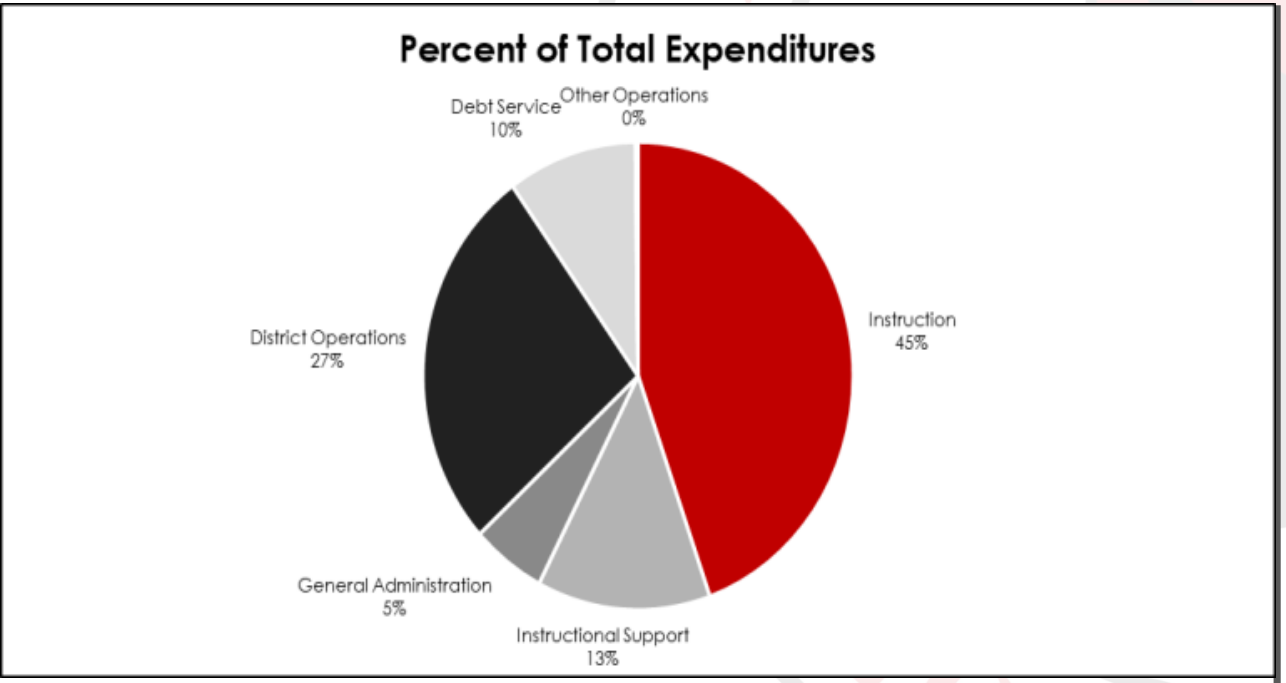


Revenue Estimates

Sources	2023-2024 Adopted	2024-2025 Proposed	Difference
Local Revenue	$ 1,483,900	$ 1,571,310	$ (87,410)
State Revenue	$ 10,216,455	$ 10,192,720	$ 23,735
Federal Revenue	$ 1,119,200	$ 1,060,000	$ 59,200
Fund Balance	$ 624,372	$ 478,912	$ 145,460
	$ 13,443,927	$ 13,302,942	$ 140,985



Expenditure Estimates



Uses	2023-2024 Adopted	2024-2025 Proposed	Difference
Instruction	$ 5,942,554	$ 5,931,655	$ 10,899
Instructional Support	$ 2,026,854	$ 1,733,317	$ 293,537
General Administration	$ 721,506	$ 740,718	$ (19,212)
District Operations	$ 3,427,215	$ 3,577,193	$ (149,978)
Debt Service	$ 1,291,798	$ 1,294,287	$ (2,489)
Other Operations	$ 34,000	$ 25,772	$ 8,228
	$ 13,443,927	$ 13,302,942	$ 140,985

2024 – 2025 Proposed Budget

Sources		
5700 Local and Intermediate Sources		$ 1,571,310
5800 State Program Revenue		10,192,720
5900 Federal Program		1,060,000
Total Revenues		**$ 12,824,030**
Fund Balance		478,912
Total Sources		**$ 13,302,942**

Uses		
11	Instruction	$ 5,436,397
12	Instruction Resources & Media Services	155,300
13	Curriculum & Instructional Staff Development	339,958
21	Instructional Leadership	108,524
23	School Leadership	767,554
31	Guidance, Counseling & Evaluation Services	291,806
32	Social Work	-
33	Health Services	186,126
34	Student Transportation	264,423
35	Food Services	846,000
36	Extracurricular Activities	379,308
41	General Administration	740,718
51	Facilities Maintenance & Opertations	1,665,283
52	Security & Monitoring Services	269,604
53	Data Processing Services	531,883
61	Community Services	6,772
71	Debt Service	1,294,287
99	Other Governmental Charges	19,000
Total Uses		**$ 13,302,942**

Function 41 includes $10,300 in object code 6491 – Statutorily Required Public Notices to publish all statutorily required public notices in the newspaper. A portion of the membership dues paid, approximately $3,500., by the District is used to directly or indirectly influence or attempt to influence the outcome of legislation or administrative action, as those terms are defined in Section 305.002, Government Code.

Proposed Budget by Category

Campus/Department		6100 Payroll Costs	6200 Contracted Services	6300 Supplies & Materials	6400 Other Operating	6500 Debt Service	Total
001	Tornillo High School	$ 2,274,819	$ 195,300	$ 219,645	$ 92,708		$ 2,782,472
041	Tornillo Junior High School	1,052,054	14,000	45,095	11,962		1,123,111
044	Tornillo Intermediate School	2,632,057	41,000	64,030	3,300		2,740,387
101	Tornillo Elementary	-	-	-	-		-
699	Summer School	41,532				-	41,532
Campus Subtotal		**$ 6,000,462**	**$ 250,300**	**$ 328,770**	**$ 107,970**	**$ -**	**$ 6,687,502**
701	Superintendent	$ 132,380	$ 3,800	$ 1,000	$ 12,396		$ 149,576
702	Board of Trustees		6,305	1,500	37,475		45,280
703	Tax Collections		19,000				19,000
727	Human Resources	91,031	12,800	2,458	7,200		113,488
750	Finance Services	255,977	78,500	9,000	42,897		386,373
901	Child Nutrition Services	225,606	5,100	199,275	-		429,981
902	Child Nutrition Services	-	-	-	-		-
903	Child Nutrition Services	232,419	4,100	138,500	-		375,019
909	Child Nutrition Services	-					-
916	Curriculum & Instruction	191,878	-	650	7,000		199,528
918	Special Education	87,494	51,400	1,500	4,100		144,494
933	Wellness Services	152,202	650	10,774	4,500		168,126
934	Transportation	171,873	20,400	44,150	(4,000)		232,423
951	Maintenance Operations	411,794	377,000	111,864	350,000		1,250,658
952	Security Services	154,686	69,218	15,200	1,500		240,604
953	Information Technology	293,233	131,500	100,500	9,650		534,883
999	Districtwide	365,635	19,184	136,900	10,000	1,294,287	1,826,006
Department Subtotal		**$ 2,766,207**	**$ 798,957**	**$ 773,271**	**$ 482,717**	**$ 1,294,287**	**$ 6,115,439**
TRS on-Behalf		**$ 500,000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 500,000**
Totals		**$ 9,266,669**	**$ 1,049,257**	**$ 1,102,041**	**$ 590,687**	**$ 1,294,287**	**$ 13,302,942**

2024-2025 Proposed FTE					
Positions	**THS**	**TJH**	**TIS**	**District**	**Total**
Teachers	20	12	23	0	**55**
Instructional Aides	4	1	9	0	**14**
Libriarian	0	0.4	0.6	0	**1**
Library Aides	1	0	1	0	**2**
Campus Secretary	1	0.5	0.5	0	**2**
Campus Clerk	1	1.5	0.5	0	**3**
Custodians	6	1	4	1	**12**
Assistant Principals	1	1	1	0	**3**
Principal	1	0.5	0.5	0	**2**
Counselor	1	0.33	1.67	0	**3**
CTE Coordinator	1	0	0	0	**1**
Child Nutriton Services	5	6	0	1	**12**
Instructional Specialist	0	0	1	0	**1**
Superintendent office	0	0	0	2	**2**
Human Resources	0	0	0	2	**2**
Finance Services	0	0	0	4	**4**
Special Education	0	0	0	1.4	**1.4**
Wellness	0	0	0	3	**3**
Transportation	0	0	0	3	**3**
Maintenance & Operatior	0	0	0	8	**8**
Security Services	0	0	0	6	**6**
Technology	**0**	1	1	4	**6**
	42	**25.23**	**43.77**	**35.4**	**146.4**

Federally Funded Positions		
Positions	**FTE**	
F - Instructional Specialist	4	Title I Part A
F - Instructional Specialist	1	School Action
Parent Liaison	1	Title I Part A
Lead Counselor	1	Stronger Conections
Attendance officer	1	Stronger Conections
F-Instructional Specialist	1	Stong Foundations
Speech Therapist	1	IDEA B
Diagnostician	0.6	IDEA B
Social Work	1	IDEA B
	11.6	

Positions & FTEs

Federal Funds Year to Year Comparison

Entitlements	2024 Final	2025 Planning	Increase (Decrease)	% Change
Title I, Part A Improving Basic Programs	485,405	441,220	(44,185)	-9%
Title I, Part C Migratory Education Program	-	-	-	-
Title II, Teacher Training & Recruitment	52,808	46,299	(6,509)	-12%
Titel III, English Language Acquisition	52,908	43,103	(9,805)	-19%
IDEA-B, Formula	160,956	141,256	(19,700)	-12%
IDEA-B, Preschool	832	844	12	1%
Perkins V	15,916	13,183	(2,733)	-17%
Title IV, Part A Student Support	39,149	35,292	(3,857)	-10%
Title V, Part B Rural Low Income School	20,500	20,500	-	0%
ESSER III	2,698,211	-	(2,698,211)	-100%
Stronger Connections Grant	672,000			
Federal Funding	**4,198,685**	**741,697**	**(2,784,988)**	

QUESTION
ANSWER

Public Hearing Tax Rates 2024 – 2025

August 28, 2024

FY 2024-2025 Property Tax Adoption

Published notice of public hearing in The West Texas Courier on August 15, 2024.

Published intent to adopt the following tax rates:

- Maintenance and Operations Tax Rate of $0.6669
- Interest and Sinking Fund Tax Rate of $0.4689
- **Total Tax Rate of $ 1.135800 per every $100 valuation**

NOTICE OF PUBLIC MEETING TO DISCUSS PROPOSED TAX RATE

The Tornillo Independent School District will hold a public meeting at 5:30 P.M. on Wednesday, August 28, 2024 in the W.E. Neill Service Center, 19210 Cobb Avenue,Tornillo, Texas 79853. **The purpose of this meeting is to discuss the school district's tax rate that will be adopted. Public participation in the discussion is invited.**

The school district has elected to adopt a tax rate before receiving the certified appraisal roll from the chief appraiser(s) of the appraisal district(s) and before adopting a budget. In accordance with Texas Tax Code, Section 26.05(g), the chief appraiser(s) of the appraisal district(s) in which the school district participates has (have) certified to the assessor for the school district an estimate of the taxable value of property in the school district as provided by the Texas Tax Code, Section 26.01(e). In accordance with the Texas Education Code, Section 44.004(j), following adoption of the tax rate, the school district will publish notice and hold another public meeting before the school district adopts a budget.

The tax rate that is ultimately adopted at this meeting or at a separate meeting at a later date may not exceed the proposed tax rate shown below unless the district publishes a revised notice containing the same information and comparisons set out below and holds another public meeting to discuss the revised notice.

Maintenance Tax	$0.666900/$100 (Proposed rate for maintenance and operations)
School Debt Service Tax Approved by Local Voters	$0.468900/$100 (Proposed rate to pay bonded indebtedness)

Comparison of Proposed Budget with Last Year's Budget

The applicable percentage increase or decrease (or difference) in the amount budgeted in the preceding fiscal year and the amount budgeted for the fiscal year that begins during the current tax year is indicated for each of the following expenditure categories:

Maintenance and Operations	1.56%	Decrease
Debt Service	0.19%	Increase
Total Expenditures	1.38%	Decrease

What are Property Taxes?

- Taxes paid by the local community to schools, streets, police, fire protection, and many other services depending on the governmental entity levying the tax.
- Taxes paid are used to pay staff salaries, purchase supplies, materials & equipment, provide transportation and utilities and renovate or construct school buildings.

Two Components

Maintenance & Operations (M&O)

Interest & Sinking (I&S)

Proposed Tax Rates

24
25

Maintenance & Operations
$0.6669 p/every hundred valuation

Interest & Sinking
$0.4689 p/every hundred valuation

COMBINED TAX RATE
$1.1358

Avg. Home Taxable Value: $9,255

School District Tax Rate: $1.1358

Calculation

$9,255 / $100 X $1.1358 = $105.12

Breakdown

M&O – $0.6669 = $61.72

I&S – $0.4689 = $43.40

Comparison of Proposed Levy with Last Year's Levy on Average Residence

	Last Year	This Year
Average Market Value of Residences	$100,434	$109,255
Average Taxable Value of Residences	$ 434	$ 9,255
Last Year's Rate Versus		
Proposed Rate per $100 Value	$ 1.137700	$ 1.135800
Taxes Due on Average Residence	$ 4.94	$ 105.12
Increase (Decrease) in Taxes		$ 100.18

Under state law, the dollar amount of school taxes imposed on the residence homestead of a person 65 years of age or older or of the surviving spouse of such a person, if the surviving spouse was 55 years of age or older when the person died, may not be increased above the amount paid in the first year after the person turned 65, regardless of changes in the tax rate or property value.

Note: Proposed rate of $1.135862 is less than published rate of $1.1358. At the proposed rate increase taxes would be $100.18

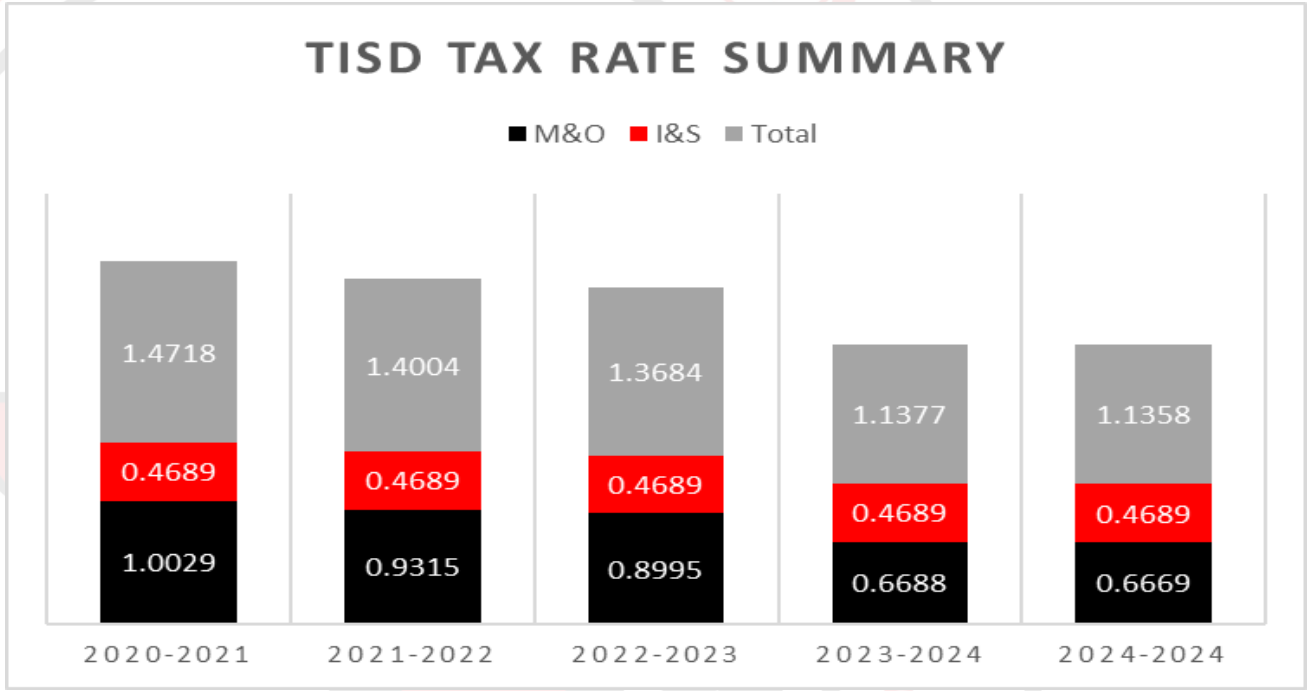
Proposed Rate Tax Calculation

No-New-Revenue Tax Rate (NNR)

- **It is the tax rate that produces the same property tax revenue in the coming year as the prior year if applied to the same properties(taxed in both years). When appraisal values increase, the NNR tax rate should decrease.**
- **It is not the tax rate that would allow the district to maintain total revenue per student compared to the prior year. Why? It ignores state aid and recapture offsets.**
- **Tornillo ISD Voter Approval Tax Rate - $1.135863.**
- **Tornillo ISD No-New-Revenue Tax Rate - $1.045226.**
- **The property tax rate increased by the adoption of a tax rate of $1.13563, which is effectively a 8.67 percent increase in the tax rate. This year's tax rate to fund maintenance and operations expenditures does not exceed last year's maintenance and operation tax levy.**

Source: Texas Association of School Business Officials (TASBO)

TISD TAX RATE HISTORY



Proposed Tax Rates Comparison

	2025			2024	
District	M&O Tax Rate	I&S Tax Rate	Total Tax Rate	Tax Rate	Change
Socorro	$ 0.667	$ 0.347	$ 1.014	$ 1.250	$ (0.236)
Anthony	$ 0.787	$ 0.128	$ 0.915	$ 0.930	$ (0.015)
San Elizario	$ 0.716	$ 0.170	$ 0.885	$ 0.993	$ (0.108)
Tornillo	$ 0.667	$ 0.469	$ 1.136	$ 1.138	$ (0.002)
Clint	$ 0.755	$ 0.380	$ 1.135	$ 1.138	$ (0.003)
Canutillo	$ 0.755	$ 0.400	$ 1.155	$ 1.121	$ 0.034
Fabens	$ 0.791	$ 0.332	$ 1.123	$ 1.123	$ 0.000
Ysleta	$ 0.777	$ 0.455	$ 1.232	$ 1.210	$ 0.022
El Paso	$ 0.770	$ 0.311	$ 1.081	$ 1.137	$ (0.056)

Community Input and Questions

I. Developing Board Meeting Agendas

A. Placing Agenda Items on Regular Agenda

1. The final agenda for any Board meeting must be approved by the Board President. Approval can be in any format including a verbal "OK."

2. The Superintendent shall produce a basic agenda which contains items necessary for continued operation of the District. The Superintendent will provide all Board Members with information about the item, the administration's position and recommendations, within the meeting information packet that is sent to the Board prior to the meeting.

3. Board Members interested in placing items on the agenda will submit their proposed topics to the superintendent. Unless specifically pulled by that Board Member, or rescheduled by the Board President, the item will appear on the next regular board meeting agenda that occurs within thirty days after the item was presented to the superintendent.

4. The Trustee shall provide appropriate backup material for their agenda items. If backup material is not provided within the required timeline for the agenda, the item will not be placed on the agenda.

5. In accordance with Texas Open Meeting Laws, no member can place an item on the agenda less than 72 hours in advance of a meeting, except in an emergency as per Texas Government Code.

    a. As noted, the 72-hour rule shall only be bypassed in emergencies.

    b. Except in those emergencies, items must be submitted four (4) business days before the Board Meeting.

B. Placing Agenda Items on Regular Agenda

1. All Personnel issues will be conducted in an executive session unless open session is specifically required by the Texas Open Meetings Act.

2. Anything that violates right to privacy, as defined by Texas Open Meetings Act, cannot be placed on the agenda.

C. Questions about Items and Administrative Response

1. Board requests for information prior to the Board meeting, after the Board Members receives their agenda packets, should be addressed immediately to the Superintendent and will be responded to before the meeting.

2. If a Trustee fails to follow this protocol, the Presiding Officer will publicly point out those instances when a Trustee's background-information questions should have been asked prior to Board meeting.

3. Regardless of which member of the Board submits a request for additional information or clarification, the response will be communicated to all members of the Board – identifying

the individual Trustee making the request.

4. Some major agenda items may be provided to the Board prior to the Board Meeting when final action is required. This is to allow the Trustees extra time to contemplate and research the measure.

II. Member Conduct During Board Meetings

A. As per policy BE Local, the Board will conduct its meetings using Robert's Rules of Order as the framework for parliamentary procedures.

B. If, during a meeting, a Board Member violates the expectations of courtesy as expressed in Robert's Rules of Order, or violates State Law and/or Local Policy regarding the legal manifestation of a Board meeting, the following disciplinary procedures will be enforced:

1. The Presiding Officer or any member will warn the offending Trustee.

2. If the offending Board Member continues to be in violation, any member of the Board may call for public censure and removal from the meeting requiring a majority vote.

C. The Presiding Officer will not allow commentary that is not related to the lawfully posted agenda topics.

D. Voting:

1. All members, including the Presiding Officer, may vote on all action items.

2. A member who abstains from voting must overtly signal that intention to the individual who is keeping the minutes of the meeting.

E. Persons Inappropriately Addressing the Board During a Meeting:

1. The Presiding Officer must first grant permission to allow any member or members of the audience to interact with the Trustees during a meeting.

2. If a member or members of the audience ignore this rule, or are disruptive (loud talking, other distractions) to the conduct of the meeting, they will receive a verbal warning from the Presiding Officer.

3. If a member or members of the audience continue with a second infraction, the Presiding Officer will ask a Security Officer to escort the person or persons off the premises with the instruction to not return.

F. Agenda Item Discussion by Board Members

1. Agenda items may be considered in any order, despite the order listed on the agenda, at the discretion of the Presiding Officer.

2. The item will be introduced by the Presiding Officer who shall then task the Superintendent to explain the circumstances and pertinent information of the topic at hand.

3. If the item was placed by a Trustee then that Trustee shall be allowed to make the motion and given the opportunity to discuss the item first.

4. The Presiding Officer, or any Board Member, by point of order, will limit their discussion to the pros and cons of the item under discussion.

5. Time limits on discussion:
   a. If time limits are imposed by the Presiding Officer, each Member will be allowed equal time to discuss an item – taking turns; "rounds." No yielding of time will be allowed.

   b. If a Member feels that the item requires additional time; that Member may move that the Board extend the number of discussion rounds. Such a motion requires a second and a majority vote.

III. **Information or report requested by Board member between Board meetings**

A. Board member may request existing information and / or reports through the Superintendent. If the information does not exist in a compiled format and a report must be generated that will require more than one man-hour by staff, the request must be brought before the board.

B. Any requested information to the school's attorney which will result in billing to the District must be requested through the Superintendent. If the item is directly related to the Superintendent, the President and an additional Trustee may request the information without additional approval.

IV. **Citizen request/complaint to individual Board member**

A. When a citizen complains to a Board member, the Board member should:

1. Remind the citizen of due process and that the Board member must remain impartial in case the situation goes before the Board.

2. Refer the citizen to the Superintendent's Office.

3. The Board member shall inform Superintendent of the complaint.

B. When appropriate, the Superintendent or designee shall communicate with the citizen in a timely manner and follow-up with the Board.

C. The Board, individually or collectively shall promptly refer all significant criticism, complaints and suggestions, (regardless of the source) called to its attention to the Superintendent for study and appropriate action or recommendation. The Superintendent shall promptly investigate such matters and shall inform the Board of the results or status of such matters.

V. **Employee request/complaint to individual Board member - the Board member should:**

A. Remind employee of chain-of-command.

B. Remind employee of the due process procedure and remain impartial.

C. Discuss the incident with Superintendent in a timely fashion.

VI. Board member visits to school campus

A. Board members are encouraged to attend special events on campuses to represent the Board in support of activities.

B. Board members are not to go into teachers' classrooms or campuses for the purpose of evaluation or investigation. Board members must inform the Superintendent of campus visits.

C. When in their role as a parent, Board members must adhere to the same Campus procedures for visiting as any other parent. When in their role as a visiting Trustee, they must adhere to the same Campus procedures that apply to any other visitor.

D. Assessment/information gathering visits to campuses will require the accompaniment of the Superintendent.

VII. Communications

A. The Board President will meet with the Superintendent on a routine weekly basis.

B. As a general rule, information sent to any Board member will be distributed to all Board members. It is noted that some items may be restricted to officers (ex: pending legal issues) and some items that pertain to the individual Trustee (ex: training hours, vendor mail) will be sent to that Trustee. However, any Board member who has missed three consecutive meetings will not receive any written communications until he / she attends a Board meeting.

C. Trustees are encouraged and invited to keep the Superintendent informed of significant school and community issues via telephone calls or personal visits.

D. The Board can communicate with the community through public hearings, regular Board meetings, Parent Chats and regular publications.

E. Individual Trustees cannot speak in an official capacity outside the Board Room nor attend meetings as a representative of the Board without prior authorization of the Board as a whole.

F. The Tornillo ISD Board of Trustees encourages input; however, anonymous calls or letters will not receive Board attention, discussion or response.

G. Trustees, individually and collectively, agree to address and resolve all disputes, disagreements, and complaints with the Superintendent in a professional tone and in a legal manner.

VIII. Role of Board in Executive Session

A. Entering Executive Session: The Board may enter into executive session after the following requirements have been met:

1. The Board has first convened in an open meeting for which proper notice has been given.

2. The Presiding Officer has publicly announced in open meeting that an executive session will be held.

3. The Presiding Officer has identified the section or sections of Chapter 551, Texas Government Code, which authorize the holding of such closed or executive session.

4. The Presiding Officer has publicly announced that no final action, decision, or vote will be taken by the Board while in executive session. 551.101

B. Actions, Decisions or Votes: No final action, decision, or vote shall be taken while the Board is in closed or executive session. The Board shall reconvene the open meeting after an executive session, prior to adjourning the meeting. 551.102

IX. Media Inquiries to the Board

A. The Board President shall be the official spokesperson for the Board to the media / press on issues of media attention.

B. A Board member should only speak to media about a factual Board position on an issue; not speculation as to what the Board collectively "thinks."

X. Trustee Travel

A. Trustees are invited and encouraged to attend trainings and conferences. The following conferences have automatic approval for expenditure: Conferences and trainings given by Region 19, TASB Summer Leadership Institute or TREA Summer Conference, TASA/TASB Fall Conference, NSBA National Conference, and any training/conference/meeting where the Trustee is giving a presentation or is the member of a specific committee/group. Any other travel must be Board- approved before the administration will release funding.

B. A Trustee must have attended three of the four Board meetings immediately preceding any travel to be eligible to go unless the absence[s] is excused by a specific vote of the Board.

XI. Response to Signed Letters of Complaint

A. The Tornillo ISD Board of Trustees encourages input. A signed letter will be forwarded to the Superintendent and a response using a standard format will be sent by a Board committee tasked for this purpose.

B. The Superintendent will send copies of the response to the whole board.

XV. Reviewing Board Operating Procedures

A. Standard Board Operating Procedures will be reviewed and updated bi-annually and will be part of Board training and orientation.

B. The board will adopt the Board Procedures and Board Code of Conduct bi-annually at a regular monthly meeting.

TORNILLO INDEPENDENT SCHOOL DISTRICT
Finance Services

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Budget Adoption 2024-2025
Date: August 28, 2024

Dear Board of Trustees and Community,

Attached is the 2024-2025 Fiscal Year Proposed Budget.

I am pleased to submit the Tornillo Independent School District's proposed annual operating budget for the fiscal year commencing September 1, 2024 and ending August 31, 2025. The budget was prepared in accordance with all applicable laws and regulations.

The Board of Trustees is responsible for approving the General Fund Budget (Fund 199), Interest and Sinking Budget (Fund 599), and the Food Service Budget (Fund 101). The Board of Trustees adopted goals to support the district's mission to educate and empower students to thrive in their postsecondary journey by providing an innovative, nurturing culture of high expectations through collaboration of its stakeholders while maximizing resources. The budget presented today encompasses and reflects those efforts. Direct instruction budgeted expenses make up for **48.68**% of the general fund budget and **40.86**% of the total budget.

Declining enrollment continues to be a reality and challenge for Tornillo ISD. Approximately 79% of the District's revenues are received from state program revenues. While administration strives to propose a balanced budget for the 2024-2025 fiscal year, however the proposed budget will impact fund balance by $478,912. The Board of Trustees and Administration should continue to work strategically to maximize resources.

The district's 2024-2025 Proposed Budget is aligned to support the Board's and Administration goals to improve student outcomes.

■ Finance Services ■ 19200 Cobb Ave/PO Box 170 ■ Tornillo, Texas 79853 ■ P: (915)765-3000 ■ F: (915)765-3099 ■ www.tisd.us

Tornillo Independent School District
2024-2025 Adopted Budget
Child Nutrition, General Fund and Debt Service

	Fund 101 Child Nutrition	Fund 199 General Fund	Fund 599 Debt Service	Grand Total
Revenues				
5700 Local and Intermediate Sources	$ 63,000	$ 999,200	$ 509,110	$ 1,571,310
5800 State Program Revenue	3,000	9,420,968	768,752	10,192,720
5900 Federal Program	780,000	280,000	0	1,060,000
Total Revenues:	$ 846,000	$ 10,700,168	$ 1,277,862	$ 12,824,030
Expenditures				
11 - Instruction	$ 0	$ 5,436,397	$ 0	$ 5,436,397
12 - Instruction Resources & Media Services -	0	155,300	0	155,300
13 - Curriculum Development & Instructional Staff Development -	0	339,958	0	339,958
21 - Instructional Leadership -	0	108,524	0	108,524
23 - School Leadership -	0	767,554	0	767,554
31 - Guidance, Counseling & Evaluation Services -	0	291,806	0	291,806
33 - Health Services -	0	186,126	0	186,126
34 - Student (Pupil) Transportation -	0	264,423	0	264,423
35 - Food Services -	846,000	0	0	846,000
36 - Extracurricular Activities -	0	379,308	0	379,308
41 - General Administration -	0	740,718	0	740,718
51 - Facilities Maintenance & Operations -	0	1,665,283	0	1,665,283
52 - Security & Monitoring Services -	0	269,604	0	269,604
53 - Data Processing Services -	0	531,883	0	531,883
61 - Community Services -	0	6,772	0	6,772
71 - Debt Service -	0	3,000	1,291,287	1,294,287
99 - Other Intergovernmental Charges -	0	19,000	0	19,000
Total Expenditures:	$ 846,000	$ 11,165,655	$ 1,291,287	$ 13,302,942
Fund Balance	$ 0	$ 465,487	$ 13,425	$ 478,912
Surplus/(Deficit)	$ 0.00	(0)	0.00	(0)

TORNILLO INDEPENDENTT SCHOOL DISTRICT

ORDINANCE ADOPTING TAX RATE
FOR 2024-2025 SCHOOL YEAR

1. **RECITALS**

The School District has a fiscal year commencing September 1 and ending August 31.

The School District has received the certified appraisal of property value within the School District from the El Paso County Central Appraisal District.

The Board of Trusteed has published the Notice of Public Meeting to Discuss the Budget and Proposed Tax Rate as required by Section 44.004, Texas Education Code.

The Board of Trustees has conducted a public meeting on the budget and proposed tax rate.

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Tornillo Independent School District as follows:

2. The Maintenance and Operations Tax Rate per $100.00 of valuation of property in the School District for the school year 2024-2025 shall be $0.6669.

3. The Interest and Sinking Tax Rate per $100 of valuation of property in the School District for the school year 2024-2025 shall be $0.4689.

4. The Total Tax Rate for the 2024-2025 school year shall be $1.1358.

5. THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERTION THAN LAST YEARS'S TAX RATE. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 8.11 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A $100,000 HOME BY APPROXIMATLEY $ - 1.90

APPROVED AND ADOPTED on August 28, 2024.

_____

MARLENE BULLARD
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

_____

OFELIA BOSQUEZ
SECRETARY, BOARD OF TRUSTEES

2024 Tax Rate Calculation Worksheet

Form 50-859

School Districts without Chapter 313 Agreements

TORNILLO INDEPENDENT SCHOOL DISTRICT	915-765-3000
School District's Name	Phone *(area code and number)*
19200 COBB AVE TORNILLO TX 79853	www.tisd.us
School District's Address, City, State, ZIP Code	School District's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll or certified estimate of value and the estimated values of properties under protest.The designated officer or employee shall submit the rates to the governing body by August 7 or as soon thereafter as practicable. Tax Code Section 26.04(e-1) does not require school districts to certify tax rate calculations or comply with certain Tax Code notice requirements. School districts are required to provide notice regarding tax rate calculations pursuant to Education Code Chapter 44.

This worksheet is for **school districts without Chapter 313 agreements only.** School districts that have a Chapter 313 agreement should use Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School Districts with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form. Use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

All other taxing units should use Comptroller Form 50-856 *Tax Rate Calculation, Taxing Units Other Than School Districts or Water Districts*.

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The Texas Education Agency (TEA) provides detailed information on and guidance to school districts in calculating their tax rates. Please review and rely on information provided by TEA when completing this worksheet. Additionally, the information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The no-new-revenue (NNR) tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of revenue if applied to the same properties that are taxed in both years (no new taxes). When appraisal values increase, the NNR tax rate should decrease.

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude one-fourth and one-third over-appraisal corrections made under Tax Code Section 25.25(d) from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2). [1]	$ 90,433,519
2.	**Prior year tax ceilings.** Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [2]	$ 1,808,332
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.	$ 88,625,187
4.	**Prior year total adopted tax rate**.	$ 1.137700 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced prior year appraised value.** **A. Original prior year ARB values:** $ 0 **B. Prior year values resulting from final court decisions:** – $ 0 **C. Prior year value loss.** Subtract B from A. [3]	$ 0
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.** **A. Prior year ARB certified value:** $ 6,760 **B. Prior year disputed value:** – $ 0 **C. Prior year undisputed value.** Subtract B from A. [4]	$ 6,760
7.	**Prior year Chapter 42-related adjusted values.** Add Line 5 and 6.	$ 6,760
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 88,631,947
9.	**Prior year taxable value of property in territory the school deannexed after Jan. 1, of the prior year.** Enter the prior year value of property in deannexed territory. [5]	$ 0

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)
[5] Tex. Tax Code §26.012(15)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the school district increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport goods-in-transit, or temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value. **A. Absolute exemptions.** Use prior year market value: $ 14,129 **B. Partial exemptions.** Current year exemption amount or current year percentage exemption times prior year value: + $ 534,868 **C. Value loss.** Add A and B. [6]	$ 548,997
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year. Use only properties that qualified in the current year for the first time; do not use properties that qualified in the prior year.** **A. Prior year market value.** $ 0 **B. Current year productivity or special appraised value:** - $ 0 **C. Value loss.** Subtract B from A.	$ 0
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 548,997
13.	**Adjusted prior year taxable value.** Subtract Line 12 from Line 8.	$ 88,082,950
14.	**Adjusted prior year total levy.** Multiply Line 4 by Line 13 and divide by $100.	$ 1,002,119
15.	**Taxes refunded for years preceding tax year prior year.** Enter the amount of taxes refunded by the district for tax years preceding tax year the prior year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year. [8]	$ 0
16.	**Adjusted prior year levy with refunds.** Add Line 14 and Line 15. [9] Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, subtract the amount of taxes the governing body dedicated to the junior college district in the prior year from the result.	$ 1,002,119
17.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values and includes the total taxable value of homesteads with tax ceilings (will deduct in line 19). These homesteads include homeowners age 65 or older or disabled. [10] **A. Certified values.** [11] $ 100,285,370 **B. Pollution control and energy storage system exemption:** Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0 **C. Total current year value.** Subtract B from A.	$ 100,285,370
18.	**Total value of properties under protest or not included on certified appraisal roll.** [12] **A. Current year taxable value of properties under protest.** The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [13] $ 502,428 **B. Current year value of properties not under protest or included on certified appraisal roll.** The chief appraiser gives school districts a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties are also not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value not on the roll. [14] + $ 0 **C. Total value under protest or not certified.** Add A and B.	$ 502,428

[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.012(13)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §§26.012 and 26.04(c-2)
[11] Tex. Tax Code §26.012(6)
[12] Tex. Tax Code §26.01(c) and (d)
[13] Tex. Tax Code §26.01(c)
[14] Tex. Tax Code §26.01(d)
[15] Tex. Tax Code §26.012(6)(B)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
19.	**Current year tax ceilings.** Enter current year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. [15]	$ 3,274,753
20.	**Current year total taxable value.** Add Lines 17C and 18C. Subtract Line 19.	$ 97,513,045
21.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed by the school district.	$ 0
22.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the school district after Jan. 1, of the prior year, and be located in a new improvement.	$ 1,637,251
23.	**Total adjustments to the current year taxable value.** Add lines 21 and 22.	$ 1,637,251
24.	**Adjusted current year taxable value.** Subtract line 23 from line 20.	$ 95,875,794
25.	**Current year NNR tax rate.** Divide line 16 by line 24 and multiply by $100.	$ 1.045226 /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. Most school districts calculate a voter-approval tax rate that is split into three separate rates. [18]

1. **Maximum Compressed Tax Rate (MCR):** A district's maximum compressed tax rate is defined as the tax rate for the current tax year per $100 of valuation of taxable property at which the district must levy a maintenance and operations tax to receive the full amount of the tier one allotment. [19]
2. **Enrichment Tax Rate:** [20] A district's enrichment tax rate is defined as any tax effort in excess of the district's MCR and less than $0.17. The enrichment tax rate is divided into golden pennies and copper pennies. School districts can claim up to 8 golden pennies, not subject to compression, and 9 copper pennies which are subject to compression with any increases in the guaranteed yield. [21]
3. **Debt Rate:** The debt rate includes the debt service necessary to pay the school district's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The MCR and Enrichment Tax Rate added together make up the school district's maintenance and operations (M&O) tax rate. Districts cannot increase the district's M&O tax rate to create a surplus in M&O tax revenue for the purpose of paying the district's debt service. [22]

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate (disaster pennies) in the calculation this year. This adjustment will be made in Section 4 of this worksheet.

A district must complete an efficiency audit before seeking voter approval to adopt a M&O tax rate higher than the calculated M&O tax rate, hold an open meeting to discuss the results of the audit, and post the results of the audit on the district's website 30 days prior to the election. [23] Additionally, a school district located in an area declared a disaster by the governor may adopt a M&O tax rate higher than the calculated M&O tax rate during the two-year period following the date of the *declaration without conducting an efficiency audit.* [24]

Districts should review information from TEA when calculating their voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
26.	**Current year maximum compressed tax rate (MCR).** TEA will publish compression rates based on district and statewide property value growth. Enter the school districts' maximum compressed rate based on guidance from TEA. [25]	$ 0.616900 /$100
27.	**Current year enrichment tax rate.** Enter the greater of A and B. [26] A. Enter the district's prior year enrichment tax rate, minus any required reduction under Education Code Section 48.202(f) ..... $ 0.000000 /$100 B. $0.05 per $100 of taxable value ..... $ 0.050000 /$100	$ 0.050000 /$100

[16] [Reserved for expansion]
[17] [Reserved for expansion]
[18] Tex. Tax Code §26.08(n)
[19] Tex. Edu. Code §48.2551(a)(3)
[20] Tex. Tax Code §26.08(i) and Tex. Edu. Code §45.0032
[21] Tex. Edu. Code §§48.202(a-1)(2) and 48.202(f)
[22] Tex. Edu. Code §45.0021(a)
[23] Tex. Edu. Code §11.184(b)
[24] Tex. Edu. Code §11.184(b-1)
[25] Tex. Edu. Code §§48.255, 48.2551(b)(1) and (b)(2)
[26] Tex. Tax Code §26.08(n)(2)
[27] Tex. Edu. Code §45.003(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**Current year maintenance and operations (M&O) tax rate.** Add Lines 26 and 27. Note: M&O tax rate may not exceed the sum of $0.17 and the district's maximum compressed rate.[27]	$ 0.666900 /$100
29.	**Total current year debt to be paid with property tax revenue.** Debt means the interest and principal that will be paid on debts that: (1) Are paid by property taxes; (2) Are secured by property taxes; (3) Are scheduled for payment over a period longer than one year; and (4) Are not classified in the school district's budget as M&O expenses. A. **Debt** includes contractual payments to other school districts that have incurred debt on behalf of this school district, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here.[28] Enter debt amount: $ 1,291,184 B. Subtract **unencumbered fund amount** used to reduce total debt. – $ 94,446 C. Subtract **state aid** received for paying principal and interest on debt for facilities through the existing debt allotment program and/or instructional facilities allotment program. – $ 729,742 D. **Adjust debt:** Subtract B and C from A.	$ 466,996
30.	**Certified prior year excess debt collections.** Enter the amount certified by the collector.[29]	$ 0
31.	**Adjusted current year debt.** Subtract line 30 from line 29D.	$ 466,996
32.	**Current year anticipated collection rate.** If the anticipated rate in A is lower than actual rates in B, C and D, enter the lowest rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%.[30] A. Enter the current year anticipated collection rate certified by the collector.[31] 100.00 % B. Enter the 2023 actual collection rate 110.08 % C. Enter the 2022 actual collection rate 103.30 % D. Enter the 2021 actual collection rate 102.12 %	102.12 %
33.	**Current year debt adjusted for collections.** Divide Line 31 by Line 32. Note: If the governing body of the school district governs a junior college district in a county with a population of more than two million, add the amount of taxes the governing body proposes to dedicate to the junior college district in the current year to the result.	$ 457,301
34.	**Current year total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ 97,513,045
35.	**Current year debt rate.** Divide Line 33 by Line 34 and multiply by $100.	$ 0.468963 /$100
36.	**Current year voter-approval tax rate.** Add Lines 28 and 35. If the school district received distributions from an equalization tax imposed under former Chapter 18, Education Code, add the NNR tax rate as of the date of the county unit system's abolition to the sum of Lines 28 and 35.[32]	$ 1.135863 /$100

SECTION 3: Voter-Approval Tax Rate Adjustment for Pollution Control

A school district may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The school district's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The school district must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a school district that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §§26.012(10) and 26.04(b)
[30] Tex. Tax Code §§26.04(h), (h-1) and (h-2)
[31] Tex. Tax Code §26.04(b)
[32] Tex. Tax Code §26.08(g)
[33] Tex. Tax Code §26.045(d)
[34] Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
37.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [33] The school district shall provide its tax assessor with a copy of the letter. [34]	$ 0
38.	**Current year total taxable value.** Enter the amount on Line 20 of the *No-New-Revenue Tax Rate Worksheet.*	$ 97,513,045
39.	**Additional rate for pollution control.** Divide line 37 by line 38 and multiply by $100.	$ 0.000000 /$100
40.	**Current year voter-approval tax rate, adjusted for pollution control.** Add line 36 and line 39.	$ 1.135863 /$100

SECTION 4: Voter-Approval Tax Rate Adjustment in Year Following Disaster

If a school district adopted a tax rate that exceeded its voter-approval tax rate without holding an election to respond to a disaster in the prior year, as allowed by Tax Code Section 26.042(e), the school district may not consider the amount by which it exceeded its voter-approval tax rate in the calculation this year. [35] As such, it must reduce its voter-approval tax rate for the current tax year.

This section applies to a school district in a disaster area that adopts a tax rate greater than its voter-approval tax rate without holding an election in the prior year, as provided for by Tax Code Section 26.042(e).

Line	Prior Year Disaster Adjustment Worksheet	Amount/Rate
41.	**Prior year adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1.137700 /$100
42.	**Prior voter-approval tax rate.** If the school district adopted a tax rate above the prior year voter-approval tax rate without holding an election due to a disaster, enter the voter-approval tax rate from the prior year's worksheet.	$ 0.000000 /$100
43.	**Increase in the prior year tax rate due to disaster (disaster pennies).** Subtract Line 42 from Line 41.	$ 0.000000 /$100
44.	**Current year voter-approval tax rate, adjusted for prior year disaster.** Subtract Line 43 from one of the following lines (as applicable): Line 36 or Line 40 (school districts with pollution control).	$ 1.135863 /$100

SECTION 5: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-New-Revenue Tax Rate. . . . . $ 1.045226 /$100

Enter the current year NNR tax rate from Line 25.

Voter-Approval Tax Rate . . . . . $ 1.135863 /$100

As applicable, enter the current year voter-approval tax rate from Line 36, Line 40 or Line 44. Indicate the line number used: 36

SECTION 6: School District Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the school district. By signing below, you certify that you are the designated officer or employee of the school district and have calculated the tax rates in accordance with requirements in Tax Code and Education Code. [36]

print here ➧ Luis M Guerra

Printed Name of School District Representative

sign here ➧

School District Representative

8/15/2024

Date

[35] Tex. Tax Code §26.042(f) and Tex. Edu. Code §45.0032(d)

[36] Tex. Tax Code §26.04(c)

Tornillo Independent School District

Tornillo High School

Memorandum

To: Board of Trustees

From: Alejandro Olvera/Principal

Subject: New Tech Network Bezos grant

Date: August 28, 2024

History:

Tornillo High School has been working with NTN to gain access to student data after graduation and support college readiness outcomes through the National Student Clearinghouse.

Rationale:

Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant for Quality Teaching and Learning through June 2025.

- Learner-Centered Practices
- Leadership Practices
- Culture Practice
- Deeper Learning Counseling Suite

Budget Impact:

Awarded up to $60,000 to be used only to supplement district contributions to the separate New Tech Deeper Learning Services Agreement between NTN and Tornillo Independent School District.

Administrative Recommendation:

Tornillo High School will commit to completing the learning activities outlined by the grant agreement for the 2024-2025 school year.

Exhibit C

Bezos Grant Award Letter

June 24, 2024

Tornillo Independent School District ("District")
19200 Cobb Ave.
Tornillo, TX 79853

RE: Tornillo High School has been awarded a New Tech Network (NTN) Rural Innovation Grant for Quality Teaching and Leadership ("Grant"), through June 30, 2025.

AWARD DETAILS

Tornillo High School has been awarded a Grant for up to $60,000 that is to be used only to supplement District contributions to the separate New Tech Deeper Learning Services Agreement (including any travel reimbursements for school staff to attend an NTN School tour) between New Tech Network and Tornillo Independent School District for Tornillo High School, referred to below. Subject to and conditional upon (a) the terms and conditions of this Agreement and the New Tech Deeper Learning Services Agreement (and full compliance therewith) and (b) the terms and conditions of (and the availability of funds under) NTN's related grant from the Bezos Family Foundation (the "Bezos Grant"), the award will be issued to cover the following services and schedule:

- Learner Centered Practices
- Leadership Practices
- Culture Practices
- Deeper Learning Consulting Suite (including 1 school tour of a New Tech Network partner campus)

DISTRICT COMMITMENTS

New Tech Network Deeper Learning Services Agreement: Tornillo High School and District commit to completing the activities outlined in the New Tech Deeper Learning Services Agreement through the expiration date, June 30, 2025.

Essential terms and conditions:

The term of this Grant Agreement will begin on August 1, 2024, and will continue through the expiration date, June 30, 2025, subject to earlier termination of this Grant Agreement, the New Tech Deeper Learning Service Agreement or the Bezos Grant. District understands and agree (i) that entering into this Grant Agreement does not give District any rights to use any New Tech Network branding; such rights, if any, will be as stated in the Deeper Learning Service Agreement, (ii) that the Grant funds provided or made available hereunder may only be used to pay NTN amounts payable to NTN under the New Tech Deeper Learning Services Agreement, (iii) that no Grant funds will be available if the New Tech Deeper Learning Service Agreement is not in place by August 1, 2024, or by date of first scheduled NTN service.

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

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

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

Termination. NTN reserves the right to terminate this Agreement and/or terminate or delay availability of all or any part of the Rural Innovation Grant if the District fails to meet one or more of its commitment under this Agreement or the New Tech Deeper Learning Services Agreement or if funding under the Bezos Grant is curtailed. In the event of non-performance by District, NTN will provide notice of termination to the District with the specifics of non-performance and give the District 10 days to correct the outlined deficiencies (but NTN may withhold availability of all or any part of the Grant at any time after the noncompliance commences).

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

Miscellaneous. This Agreement, together with the New Tech Deeper Learning Services Agreement represents the entire agreement between District and NTN with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals (whether oral, written or electronic) between District and NTN with respect thereto.

This Agreement may be amended or waived only by a writing executed by both parties. Neither the rights nor the obligations arising under this Agreement are assignable or transferable by District, and any such attempted assignment or transfer shall be void and without effect. NTN may freely assign or delegate its rights and obligations hereunder in whole or in part. For the avoidance of doubt, Tornillo High School is subject to and will abide by all the limitations on and all the obligations and commitments of the District in this Agreement or in the New Tech Deeper Learning Services Agreement.

A District representative signature is required to execute this award letter and the New Tech Deeper Learning Services Agreement.

Best regards,

Edwin Derecho

Edwin Derecho, CFOO
New Tech Network

Acknowledged and Agreed:

Tornillo Independent School District

Signature: _____

Printed: _____

Title: _____

Date: _____

Tornillo Independent School District

Tornillo High School

Memorandum

To: Board of Trustees

From: Alejandro Olvera/Principal

Subject: New Tech Network Bezos/Agreement

Date: August 28, 2024

History:

Tornillo High School teachers will receive instructional guidance to support implementing student-centered instructional strategies known as deeper learning. The agreement and term will span the 2024-2025 academic year.

Rationale:

Tornillo High School will receive professional development through the NTN consultant to design and support a deeper learning pathway of professional learning.

Budget Impact:

$49,700 that would be utilized from the Bezos Grant

Administrative Recommendation:

Tornillo High School will commit to completing the learning activities outlined by the grant proposal of services through the agreement.

PROPOSAL FOR SERVICES

The following Statement of Work (the "SOW") is prepared June 2024 for Tornillo Independent School District, who has requested a proposal to provide instruction and guidance to support instructional capacity building for the teaching staff at Tornillo High School.

SCOPE OF WORK

This proposed Statement of Work (the "SOW") is an agreement between **NEW TECH NETWORK, INC.**, a California non-profit corporation ("New Tech Network" "NTN"), and the **TORNILLO INDEPENDENT SCHOOL DISTRICT** ("District") and will expire upon completion of service delivery or June 30, 2025, whichever occurs first.

New Tech Network will provide instruction and guidance for **Tornillo High School** teachers to support implementing student-centered instructional strategies known as deeper learning. The scope of work is outlined in Exhibit A of this agreement and the term will span the 2024-25 academic year. Service delivery is subject to scheduling by both New Tech Network and District.

RECITALS

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

TERMS & CONDITIONS

(a) Ownership: Subject to the terms and acceptance of this SOW, New Tech Network agrees to provide Individual Services to Build Deeper Learning Capacity to District as set forth in Exhibit A hereto and by entering into this SOW with the District, does not give District any rights to use any New Tech Network branding. New Tech Network owns and retains all right, title, and interest in and to any information, software, trade or service marks, websites, content, resources, learning modules, webinars, processes, procedures, libraries or repositories or other materials provided by New Tech Network or made accessible to District in connection this SOW (the "NTN Materials"). The District may only use the NTN Materials for the purpose of receiving the Services, and the District shall cease all use of, and promptly return to New Tech Network, all NTN Materials at the end of this engagement.

(b) Payment: Payment will be made with funds provided by New Tech Network through an expansion grant from the Bezos Family Foundation. Upon receipt of the acceptance of this SOW and the grant award letter ("Exhibit C") we will credit the amount against the balance due set forth in Exhibit B from this agreement up to $60k per the acceptance agreement.

(c) Termination: Either Party reserves the right to terminate this agreement by providing at least forty-five (45) days prior written notice to the other Party. This agreement may

immediately be terminated by either Party, without notice, for actions that are determined to be fraudulent, illegal, unethical, or dangerous to the intended recipients. If this Agreement is terminated for any reason, New Tech Network will be entitled to payment for: (i) services rendered prior to the effective date of the termination stated in the Notice; (ii) any expenses (within the limitations imposed by this Agreement) incurred prior to the effective date of the termination stated in the Notice; (iii) costs, expenses and penalties resulting from the termination of a subcontract entered into prior to New Tech Network's receipt of the Notice; and (iv) any other costs and expenses (without regard to the limitations imposed by this Agreement). Such obligation to pay will survive termination of this Agreement. The parties further agree to refrain from making public statements otherwise announcing or publishing in a public forum statements or comments that disparage the other party.

PROPOSAL ACCEPTANCE

If this proposal meets with your approval, please sign (electronic signatures accepted), and complete the indicated spaces below and forward a copy of the proposal via email. Should you have any questions regarding the contents of this proposal, please contact Lisa Caldwell, Contracts and Compliance Manager, at lcaldwell@newtechnetwork.org or 707-253-6950 (Pacific Time Zone).

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

NEW TECH NETWORK	**TORNILLO INDEPENDENT SCHOOL DISTRICT**
By:_____	By:_____
Printed:_____	Printed:_____
Title:_____	Title:_____
Date:_____	Date:_____

Exhibit A

Initial Scope of Work

NTN Deeper Learning Design Consulting Suite

An NTN design consultant will work closely with your leadership team to design and support a deeper learning pathway of professional learning in your school or district. Deeper Learning design consulting includes customized planning support from our experts and access to NTN deeper learning resources through ongoing 1:1 planning calls with the school leadership team and stakeholders to build a deeper learning pathway.

Your NTN consultant will spend a minimum of one onsite day to be customized to meet the needs of the school or district, may include activities such as:

- NTN School Tours. An in-person guided tour at an NTN school provides an opportunity to visit classrooms, talk with teachers, students, and school and district leaders.
- Planning Visit. An onsite visit from the NTN Director of Growth to engage stakeholders, raise awareness, and plan deeper learning services implementation.

NTN Learner Centered Instructional Practices, Onsite

This workshop equips educators with learner-centered instructional strategies, seamlessly integrating academic content with essential skills development like communication and collaboration, fostering the creation of student-centered lessons aligned with both content standards and non-academic learning outcomes.

Allows a maximum of 35 participants; additional attendees will incur fees.

NTN Culture Practices, Onsite

The New Tech Culture Practices workshop is designed to achieve the following outcomes 1) Build awareness of student experience through empathy mapping 2) Reflect on current classroom and school culture 3) Design a PDSA (cycle of inquiry) to implement a research-based culture building activity 4) Participate in feedback of activity design. This is an onsite, one-day workshop.

Allows a maximum of 35 participants; additional attendees will incur fees.

NTN Leadership Practices, Onsite

The New Tech Leadership Practices is a virtual workshop designed to support school leadership teams in understanding key leader practices critical in supporting teachers implementing NTN Deeper Learning Practices. Participants in this training experience four, two-hour virtual learning sessions with an NTN facilitator to build an understanding of how to lead the sustained implementation of an innovative strategy.

Allows a maximum of 35 participants; additional attendees will incur fees.

Exhibit B

Schedule of Fees

Tornillo Independent School District

Service Phase	Fee Amount	NTN Invoice Date
NTN Deeper Learning Services SY2024-25	$49,700	NTN will invoice District upon receipt of approved SOW
Total NTN Fees	$49,700	

The fees set forth in the fee schedule above represent the minimum fees payable to New Tech Network over the term of this agreement. Supplemental attendees at professional development events, additional coaching, or other services in the Scope of Work whereas attendees exceeding the maximum allowed will be subject to additional fees determined by New Tech Network.

District is responsible for filling all allotted participant slots at in-person and virtual events. Refunds or credits will not be provided for unused participant slots. Participant slots for NTN events and NTN services are non-transferrable between event types or contract years.

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

NTN Training events may be subject to minimum participation requirements and at NTN's discretion may be rescheduled to an alternate date or moved to an equivalent offering.

Biannual or quarterly invoices are available; to request send email to accounting@newtechnetwork.org.

MEMORANDUM

To: Tornillo ISD Board of Directors

From: Luis Guerra, Finance Director

Subject: Stipends for Leads: Strong Foundations Implementation Math Grant- Grades 6-12

Date: August 28, 2024

HISTORY:

Tornillo ISD was awarded the Strong Foundations Implementation Math Grant for grades 6-12 for the 2024-2025 school year. One of the stipulations of the grant is that there is a lead(s) to ensure grant compliance and effective implementation.

RATIONALE: As per the grant stipulations, 20% of the grant funds must go to a lead(s) from the district to ensure compliance and effective implementation. The following table represents the stipend distribution

Position	Stipend amount	Grades
1 Program Manager	$6,100.00	6-12
1 Lead Instructional Specialist	$4,000.00	6-8
1 Lead Instructional Specialist	$4,000.00	9-12
2 Math Teachers	$3,000.00 each	6-8
2 Math Teachers	$3,000.00 each	9-12

BUDGET IMPACT:

Grant funds will cover the complete cost of the stipend.

ADMINISTRATIVE RECOMMENDATION: The Administration is recommending that the Board of Trustees approve the stipends for management, compliance and implementation of the Strong Foundations Implementation math grant for the 2024-2025 school year.

1. **Lead- Instructional Specialist- Campus**

- Observe teachers using TEA observation tool
- Ensure teacher internalization of curriculum (rehearsing/modeling)
- Provide feedback to teachers
- Collect and review student data with teachers
- Check class rosters
- Submit orders of supplies/materials to Project Coordinator
- Inventory/ delivery of supplies and materials to teachers
- Report any issues with curriculum access to Project Coordinator
- Monitor adherence of curriculum (alignment, minutes, pacing)
- Attend and participate in leadership committee meetings
- Attend professional development (teachers/coaches)
- Notify Project Coordinator of any issues/challenges with product

2. **Carnegie Math Teachers**

- Full implementation of Carnegie curriculum
- Check that students have online access to materials/resources
- Maintain alignment of curriculum to lesson objectives, structure, pacing
- Meet regularly with Lead Instructional Specialist to review student data
- Internalize/rehearse lessons
- Check for student understanding at key learning moments
- Differentiate lessons as needed (EB, Sped, 504)
- Use HQIM embedded resources and tech tool
- Attend all required professional development for product
- Notify Lead Instructional Specialist of any issues/challenges regarding curriculum

Project Coordinator

- Oversee Strong Foundations Implementation Grant- Part C
- Ensure adherence to grant guidelines
- Disaggregate data from various math assessments
- Point of contact for Lead Instructional Specialists
- Regularly meet with Lead Instructional Specialists to discuss lesson internalization, pacing, fidelity of implementation
- Create and coordinate leadership committee
- Attend TEA and provider webinars
- Decide and notify approved vendors
- Meet with finance director to review budget, change in line items, spending timeline, amendments to grant
- Order supplies/materials
- Meet with provider account manager to discuss purchase orders, online curriculum access, scheduling, missing/damaged textbooks
- Meet with product support manager to ensure completion of deliverables
- Schedule/attend professional development
- Create artifacts to facilitate grant requirements (observation tools, surveys, reports)

Memorandum

To: Board of Trustees
From: Loretta Aguilar/Technology Department
Subject: Student Acceptable Use Policy & Student Artificial Intelligence Acceptable Use Policy
Date: August 22, 2024

HISTORY:

The Children's Internet Protection Act (CIPA), enacted by Congress in 2000, aims to protect children from accessing harmful on-line content. To receive E-rate discounts for Internet access or internal connections, schools and libraries must certify that they have an Internet safety policy with technology protection measures. Tornillo ISD currently has an acceptable use policy in place that was adopted in 2012.

RATIONALE:

As technology advances, new tools, platforms, and threats emerge. An updated Student Acceptable Use Policy (AUP) and Student Artificial Intelligence (AI) Acceptable Use Policy ensures that policies remain relevant and address current technologies and on-line behaviors. Updating the AUP helps address new cybersecurity threats, align with evolving educational practices, and incorporate best practices in digital citizenship and Internet safety.

BUDGET IMPACT:

There is no budget impact.

ADMINISTRATIVE RECOMMENDATION:

The recommendation to the board of trustees is to approve the Student Acceptable Use Policy and the Student Artificial Intelligence Acceptable Use Policy as amendments to the Digital Academic Handbook as presented.

Student Acceptable Use Policy

The Tornillo Independent School District provides a variety of electronic communications systems and hardware for educational purposes. **The electronic communications system is defined as the district's network (including the wireless network), servers, computer workstations, mobile technologies, peripherals, applications, databases, online resources, Internet access, email, and any other technology designated for use by students, including all new technologies as they become available.** This also includes any access to the Tornillo ISD electronics system while on or near school property, in school vehicles and at school-sponsored activities, and includes the appropriate use of district technology resources via off-campus remote access. Please note that the Internet is a network of many types of communication and information networks, including digital resources, and is part of the district's electronic communications systems. Digital applications offer a variety of communication, collaboration, and educational creativity opportunities.

In accordance with the Children's Internet Protection Act, Tornillo Independent School District educates staff and students regarding appropriate online behavior to ensure Internet safety, including use of email and online resources, and has deployed filtering technology and protection measures to restrict access to inappropriate content such as those that are illegal, obscene, or harmful to minors. While every effort is made to provide the most secure and optimal learning environment, it is not possible to absolutely prevent access (accidental or otherwise) to inappropriate content. If you come across any inappropriate content or communication notify a teacher or parent immediately. **It is each student's responsibility to follow the guidelines for appropriate and acceptable use.**

Appropriate Use

- Students must only open, view, modify, and delete their own computer files.
- Internet use in the classroom must be related to school assignments and projects.
- Students will be assigned individual email and network accounts and must use only those accounts and passwords that they have been granted permission by the district to use. All accounting activity should be for educational purposes only.
- Students should promptly report any threatening messages or unsettling Internet files/sites to a teacher or district employee.
- Students must always use the district's electronic communications system, including email, wireless network access, and digital tools/resources to communicate only in ways that are kind and respectful.
- Students are always responsible for their use of the district's electronic communications system and must assume personal responsibility to behave ethically and responsibly, even when technology provides them freedom to do otherwise.
- Students who choose to use their own personal device in lieu of a district issued device will use the TISD Bring Your Own Device (BYOD) network for filtering purposes.

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Inappropriate Use

- Wireless hotspots not provided by TISD are prohibited on the TISD network.
- Using the district's electronic communications system for illegal purposes including, but not limited to cyberbullying, gambling, pornography, and computer hacking.
- Disabling or attempting to disable or bypass any system monitoring or filtering or security measures, including deleting browser history to conceal Internet patterns.
- Sharing usernames and passwords with others; and/or borrowing someone else's username, password, or account access.
- Purposefully opening, viewing, using, or deleting files belonging to another network user without permission.
- Electronically posting personally identifying information about oneself or others (i.e., addresses, phone numbers, and pictures).
- Downloading or plagiarizing copyrighted information without permission from the copyright holder.
- Intentionally introducing a virus or other malicious programs onto the district's network.
- Electronically posting messages or accessing materials that are abusive, obscene, sexually oriented, threatening, harassing, damaging to another's reputation, or illegal.
- Gaining unauthorized access to restricted information or network resources.
- Violating policies regarding the use of technology resources.
- Attempting to access or circumvent passwords or other security-related settings of the district or uploading or creating computer viruses, including off school property if the conduct causes a disruption to the learning environment.
- Attempting to alter or disable district technology resources including, but not limited to, computers and related equipment, district data, or other users' data, including off school property if the conduct causes a disruption to the educational environment.

Cyberbullying

Cyberbullying is the use of any Internet-connected device for bullying, harassing, or intimidating another student. This includes, but may not be limited to:

- Sending, posting, delivering, or possessing electronic messages or media that are abusive, obscene, sexually oriented, threatening, damaging to another's reputation, or illegal either on or off school property, if the conduct causes a disruption to the educational environment or infringes on the rights of another student at school.
- Sending abusive text messages to cell phones, computers, or Internet-connected game consoles.
- Posting abusive comments on someone's social networking site (e.g., Snapchat, TikTok, Instagram or other social networks).
- Creating a social networking site or web page that masquerades as the victim's personal site and using it to embarrass them.
- Making it appear that the victim is posting malicious comments about friends to isolate them from friends.
- Posting the victim's personally identifiable information on a site to put them at greater risk of contact by predators or strangers.
- Sending abusive comments while playing interactive games.
- Recording and distributing media with the intent to manipulate or embarrass others.

Adapted with Permission from Garland ISD AUP August 2024

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Children's Online Privacy Protection Act (COPPA)

Students 13 or younger. For students under the age of 13 the Children's Online Privacy Protection Act requires additional parental permission for education software tools that collect personal information about the child. Parents wishing to deny access to these educational tools must do so in writing to the campus principal.

Consequences of Inappropriate Use

- Appropriate disciplinary or legal action in accordance with the Student Code of Conduct and applicable laws including monetary damages.
- Suspension of access to the district's electronic communications system.
- Revocation of the district's electronic communications system account(s); and/or
- Termination of System User Account: The district may deny, revoke, or suspend specific user's access to the district's system with or without cause or notice for lack of use, violation of policy or regulations regarding acceptable network use, or because of disciplinary actions against the user.
- Possible criminal action.

Bring Your Own Device (BYOD)

It is our goal that students and teachers will collaborate in rich, engaging learning experiences using technology. Students may bring their own technology and utilize personal electronic communication devices at school and at school activities. Students may use these devices in the classroom when the teacher deems them appropriate for educational purposes. All devices must remain silent or be put away unless being used within a lesson during class time. Students may also use devices during non-instructional times, such as passing periods, lunch, and before/after school.

Devices should be clearly labeled with the student's full name. Students are responsible for private property brought to school and should keep personal items with self or in a locked space. Devices should be charged prior to bringing them to school.

In the event the technology is used inappropriately, disciplinary consequences as outlined in the Student Code of Conduct may occur.

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Disclaimer

The district's system is provided on an "as is, as available" basis. The district does not make any warranties, whether expressed or implied, including, without limitation, those of fitness for a particular purpose with respect to any services provided by the system and any information or software contained therein. The district uses a variety of vendor-supplied hardware and software. Therefore, the district does not warrant that the functions or services performed by, or that the information or software contained on the system will meet the user's requirements. Neither does the district warrant that the system will be uninterrupted or error-free, nor that defects will be corrected.

Opinions, advice, services, and all other information expressed by system users, information providers, service providers, or other third-party individuals in the system are those of the providers and not necessarily the district.

The district will cooperate fully with local, state, or federal officials in any investigation concerning or relating to misuse of the district's computer systems and networks.

Google Services

Tornillo ISD licenses a Google Workspace for Education Account for every student, which will include the core Google Services and additional services based on curriculum requirements and grade level.

Microsoft Services

Tornillo ISD licenses a Microsoft Account for every student, which will include the core Microsoft Services and additional services based on curriculum requirements and grade level.

Term

This policy is binding for the duration of the student’s enrollment in TISD.

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TORNILLO ISD STUDENT AUP AGREEMENT

Student ID: _____ Grade: _____

School: _____

I understand that my computer use is not private and that the district will monitor activity on the computer system. I have read the district's electronic communications system policy and administrative regulations and agree to abide by their provisions. I understand that violation of these provisions may result in suspension or revocation of system access.

Student First Name (Please print):

_____

Student Last Name (Please print):

_____

_____ _____

Student Signature Date (mm/dd/yyyy)

PARENT AGREEMENT:

I have read the District's Guidelines for Acceptable Use of Tornillo Independent School District Technology Resources, and this agreement form. In consideration for the privilege of my child using the District's electronic communications system, and in consideration for having access to the public networks, I hereby release the District, its operators, and any institutions with which they are affiliated from any and all claims and damages of any nature arising from my child's use of, or inability to use, the system, including, without limitation, the type of damage identified in the District's policy, and administrative regulations.

_____ _____

Parent or Guardian Name – (Please print) Parent or Guardian Signature

_____ _____

Home address Home phone number

_____

Adapted with Permission from Garland ISD AUP August 2024

DRAFT

Email address

Date (mm/dd/yyyy)

COMUNICACION ELECTRONICA Y ADMINISTRACION DE DATOS

ACUERDO DEL ESTUDIANTE PARA PARTICIPAR EN EL SISTEMA DE COMUNICACION ELECTRONICA

ID del Estudiante: _____ Grade: _____

Escuela _____

He leído las políticas del sistema electrónico de comunicación del Distrito y las regulaciones administrativas y estoy de acuerdo afrontar lo estipulado. Entiendo que la violación de lo estipulado puede resultar en la suspensión o revocación de acceso al sistema.

Nombre del estudiante (imprima por favor): _____

Apellido del estudiante (imprima por favor): _____

_____ _____

Firma del estudiante Fecha

PADRE O TUTOR PATROCINADOR

He leído las políticas del sistema electrónico de comunicación y regulaciones administrativas del Distrito Escolar Independiente de Tornillo. En consideración al privilegio del uso del sistema electrónico de comunicación del TISD y en consideración por tener acceso a la red pública de informática, por el presente libero al TISD, sus operadores y cualquier institución con quien estén afiliados de cualquier demanda y daños de cualquier naturaleza que se presenten cuando mi hijo(a) use el sistema o la inhabilidad para usar el mismo, incluyendo, sin límite, el tipo de daño identificado en las normas y regulaciones administrativas del TISD.

_____ _____

Nombre del padre o tutor (imprimir) Firma del padre o tutor

_____

_____

Dirección Número de Teléfono

Adapted with Permission from Garland ISD AUP August 2024

Correo electrónico

Fecha

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Student Agreement for the Use of Artificial Intelligence (AI)

The following outlines fundamental principles and guidelines for utilizing AI while studying at Tornillo ISD, utilizing school IT equipment and services. This policy covers any generative AI tool, whether stand-alone products or integrated into productivity suites, e.g., Microsoft 365 and Google Workspace. This policy relates to all content creation, including text, artwork, graphics, video, and audio.

Appropriate Student Use of AI at Tornillo ISD

• You may not use AI tools to generate content (text, video, audio, images) that will end up in your homework, activities, and responses unless you are specifically told that you may do so by your teacher.
• There are situations and contexts within the school where you will be asked to use AI tools to enhance your learning and to explore and understand how these tools can be used. • With regards to coursework completion, you may not use AI tools unless you are given permission by teachers. If you have not been given this permission for a task, you may not use these tools. Such decisions will be made by the teacher of record and will apply to all students who take the subject.
Below are a series of key points to think about before using AI tools:
• Please ask your teacher if you need clarification or have questions before using AI for any assignment.
• You may use AI programs such as ChatGPT to help generate ideas. However, you should note that the material generated by these programs may be inaccurate, incomplete, or otherwise problematic. You should check and verify ideas and answers against reputable source materials.
• Large language models (LLMs) tend to make up incorrect facts and fake citations. Code generation models tend to produce inaccurate outputs. Image generation models can produce biased or offensive products. You will be responsible for any content you submit, regardless of whether it originally comes from you or a foundation model.
• You must indicate what part of the assignment was written or created by AI and what was written or created by you. You may not submit any work generated by an AI program as your own.
• The submission of AI-generated answers constitutes plagiarism and violates Tornillo ISD's Student Code of Conduct.
We reserve the right to use AI plagiarism detectors or our academic discretion to detect improper uses of AI.

AI Misuse for Examinations

AI tools must only be used when the conditions of the assessment permit the use of the internet and where the student is able to demonstrate that the final submission is the product of their own independent work and independent thinking.

Examples of AI misuse include, but are not limited to, the following:
• Copying or paraphrasing sections of AI-generated content so that the work is no longer the student's own.
• Copying or paraphrasing whole responses of AI-generated content.
• Using AI to complete parts of the assessment so that the work does not reflect the student's own work, analysis, evaluation, or calculations.
• Failing to acknowledge use of AI tools when they have been used as a source of information.
• Incomplete or inadequate acknowledgement of AI tools.
• Submitting work with intentionally incomplete or misleading references or bibliographies.

AI Misconduct Policy
There will be consequences for breaking our trust in you to use and learn from AI tools responsibly.
• Any plagiarism or other forms of cheating will be dealt with under the school's policies.
• Your AI privileges may be curtailed, even when allowed in your coursework.
• Tornillo ISD's policy on plagiarism still applies to any improperly cited use of human work or submission of work by another human as your own.
• When it relates to assignments, pupils will be required to sign authentication statements, and any suspected misuse of AI will need to be reported to the relevant awarding body. All cases of academic misconduct will be referred to the administrator.

Please sign below to confirm that you understand and agree to abide to the AI policies outlined.

_____

_____

Printed Name of Student & Grade Level Signature & Date

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TORNILLO INDEPENDENT
SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

Technology Department
19200 Cobb Avenue
Tornillo, TX 79853
Phone 915.765.3035
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Guerra, Luis - Finance Department
Subject: Resolution property value study protesting agent
Date: 8/28/2024

HISTORY:

Each year, the District can submit a petition protesting property value findings with the State Comptroler's Property Tax Assistance Division. A protest is done so that the correct taxable property values are recorded by the State. As property values decrease, the amount of State funding increases. New legislation has implemented a procedure so that the School District must pass a Resolution authorizing the Appraisal District to act on their behalf for al property tax matters related to protesting the Comptroler's Preliminary value findings. The Appraisal District must also have the Resolution accepted by their Board of Directors.

RATIONALE:

This resolution allows El Paso Central Appraisal District (EPCAD) to act if the State Comptroller's Property Value Study (PVS) places the school district outside of the confidence level. This resolution will grant EPCAD the authority to act if necessary.

BUDGET IMPACT:

No impact

ADMINISTRATIVE RECOMMENDATION:

The recommendation to the Board of Trustees is to approve the resolution as presented for tax year 2024 as presented.

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.*

WHEREAS, the Texas Comptroller's office published preliminary findings of taxable value for Tornillo Independent School District for tax year 2024 -2025

WHEREAS Tornillo Independent School desires to protest such preliminary value findings pursuant to GOVERNMENT CODE§§ 403.303 and 34 TEXAS ADMlNISTRATlVE CODE §§ 9.4301- 9.4317.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF Tornillo Independent School District:

That the El Paso Central Appraisal District is designated as Tornillo Independent School District agent in for all property tax matters related to protesting the Comptroller's Preliminary value findings of taxable value for tax year 2024-2025

That the Superintendent of Tornillo Independent School District is authorized to submit all necessary forms evidencing such designation as required by law,

This resolution has been PASSED upon Motion made by member _____, seconded by Member_____by a vote of _____to _____, and is effective this_____202

_____ _____

Board President, Marlene Bullard Board Secretary, Ofelia Bosquez

TORNILLO INDEPENDENT SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

MEMORANDUM

To: Members of the Board of Trustees
From: Mr. Raymond Bonilla, CTE Coordinator
Subject: CTE Programs of Study offered
Date: August 28, 2024

RATIONALE:
Tornillo ISD has offered our students many different opportunities to pursue a variety of career programs of study which lead to Industry Based Certifications. This school year, 2024-2025, Tornillo ISD will offer our students 8 different programs of study to pursue. These include 5 programs offered by Western Technical College (Welding, Diesel, Medical Assistant, Cybersecurity, HVAC), and 3 offered at Tornillo High School (Law Enforcement, Business Management, and Teaching and Training).

BUDGET IMPACT:
Western Tech student tuition. Estimated student tuition is $175,000. No quote has been provided at this time.

ADMINISTRATIVE RECOMMENDATION:
Tornillo High School would like to recommend the approval of student these student programs of study as presented.

TORNILLO INDEPENDENT
SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

Technology Department
19200 Cobb Avenue
Tornillo, TX 79853
Phone 915.765.3035
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Guerra, Luis - Finance Department
Subject: Resolution designating person responsible for no-new-revenue tax calculatio
Date: 8/28/2024

HISTORY:

New Law.

RATIONALE:

Texas Tax Code Section 26.04(c) requires the governing body of a taxing unit to designate an officer or employee to calculate the no-new-revenue tax rate and the voter-approval tax rate after the assessor for the taxing unit submits the appraisal roll for the taxing unit to the governing body of the taxing unit as required by Subsection (b).

BUDGET IMPACT:

No impact

ADMINISTRATIVE RECOMMENDATION:

Approve a resolution as presented designating the person responsible for calculating the no-new-revenue tax rate and voter-approval tax rates for the District.

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.*

RESOLUTION OF THE BOARD OF TRUSTEES OF

TORNILLO INDEPENDENT SCHOOL DISTRICT

WHEREAS, the Board of Trustees ("Board") of the Tornillo Independent School District ("District") is authorized by Texas Education Code § 11.151 to govern and oversee the management of the public schools in the District; and

WHEREAS, the Board, as authorized by Texas Education Code §§ 45.002, .003(a) may levy, assess, and collect annual ad valorem taxes for the maintenance of the district's schools. Taxes may not be levied unless authorized by a majority of the qualified voters of the district, voting at an election called for that purpose; and

WHEREAS, after the District's assessor submits the appraisal roll to the board, an officer or employee designated by the board shall calculate the no-new-revenue tax rate and the voter-approval tax rate for the district; and

WHEREAS, the designated officer or employee shall use the tax rate calculation forms prescribed by the comptroller under Texas Tax Code § 5.07 in calculating the no-new-revenue tax rate and the voter-approval tax rate; and

WHEREAS, pursuant to Texas Tax Code § 26.04(c), (d-1), (d-3), as soon as practicable after the designated officer or employee calculates the no-new-revenue tax rate and the voter-approval tax rate of the district, the designated officer or employee shall submit the tax rate calculation forms used in calculating the rates to the county assessor-collector for each county in which all or part of the territory of the district is located.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TORNILLO INDEPENDENT SCHOOL DISTRICT:

RESOLVED, the Board of Trustees hereby appoints the District's Finance Director as the designated officer responsible for calculating and reporting the no-new-revenue tax rate and the voter approval tax rate as determined by state law.

RESOLVED, the authority granted by this resolution is effective henceforth unless the Board takes action to change the title of the appointee.

PASSED AND APPROVED this _____ day of August 2024 by the Board of Trustees for the Tornillo Independent School District.

By:_____

Board President

Attest:_____

Board Secretary

AN ORDER BY THE BOARD OF TRUSTEES OF THE TORNILLO INDEPENDENT SCHOOL DISTRICT DECLARING UNOPPOSED CANDIDATES FOR TRUSTEES FOR PLACE NOS. 1, 2, and 3 TO BE ELECTED; CANCELLING THE ELECTION FOR TRUSTEE PLACE NOS. 1, 2, and 3; AND MAKING OTHER PROVISIONS RELATING THERETO

WHEREAS, by order dated July 31, 2024, this Board of Trustees called an election to be held Tuesday, November 5, 2024, in accordance with Section 2.053(a) of the Texas Election Code, within the Tornillo Independent School District (the "School District") to elect persons to serve in Trustee Place Nos. 1, 2, and 3; and

WHEREAS, pursuant to the provisions of Sections 2.051, 2.052 and 2.053 of the Texas Election Code, upon receipt of certification that one or more candidates in single member districts are unopposed for election, the District may declare the person elected to that single member district and cancel the election as to that single member district only.

BE IT ORDERED by the Board of Trustees of the Tornillo Independent School District:

Section1. Findings.

(a) Statements contained in the recitals of this Order are true and correct and adopted as Findings of Fact and operative provisions hereof.
(b) Only one candidate for each Trustee position, Place Nos. 1, 2, and 3 has filed an application to be on the ballot and no person has filed an application to be a write-in candidate for any of those Places, as follows:

Place 1	Maria Saldaña
Place 2	Marlene Bullard
Place 3	Maria Ines Delgado

Section 2. Declaration of Election for Trustee Place Nos. 1, 2, and 3.

The following persons are unopposed for their respective Trustee Places and are hereby declared to be elected to the Board of Trustees for a full four-year term commencing November 5, 2024:

Place 1	Maria Saldaña
Place 2	Marlene Bullard
Place 3	Maria Ines Delgado

Section 3. Cancellation of Election for Trustee Place Nos. 1, 2, and 3.
The election for Trustee Place Nos. 1, 2, and 3 called for Tuesday, November 5, 2024 and the early voting to be held prior to the date are hereby cancelled as there is only one candidate who is running for each of the Trustee Place Nos. 1, 2, and 3. The candidates have been declared elected pursuant to this Order.

Section 4. Notice of Cancellation of Election in Trustee Place Nos. 1, 2, and 3.

Notice of Cancellation of election of Trustees for Place Nos. 1, 2, and 3 will be posted on election day at each polling place that would have been used in the election on election day. Notice shall also be posted at each place that agendas for Board meetings are posted and at such other places and locations as determined by the Administration.

Section 5. Certificate of Election; Qualification to Serve.

After November 5, 2024, a Certificate of Election shall be issued to each person who has been declared elected by this order in the same manner as provided for a candidate elected at the election as follows:

Place 1	Maria Saldaña
Place 2	Marlene Bullard
Place 3	Maria Ines Delgado

Each elected Trustee shall qualify for office in the same manner as provided for a candidate elected at an election after receiving a Certificate of Election.

Section 6. Further Action.

The Administration is directed to take such further actions and steps as is necessary to accomplish the matters set forth herein.

ADOPTED on this 28th day of August, 2024.

Marlene Bullard
President, Board of Trustees

Ofelia Bosquez
Secretary, Board of Trustees

ORDEN DE LA MESA DIRECTIVA DEL DISTRITO ESCOLAR DE TORNILLO DECLARANDO CANDIDATOS UNICOS PARA LA MESA DIRECTIVA EN LOS PUESTOS NUMEROS 1, 2, y 3 PARA UN CARGO EN LA ELECCION; CANCELANDO LA ELECCION PARA LOS PUESTOS NUMEROS 1, 2, y 3; Y DECLARACIONES RELACIONADAS ADICIONALES

Por orden de la Mesa Directiva del Distrito Escolar de Tornillo (el "Distrito") previamente se ordenó el 31 de julio del 2024, una elección el martes, 5 de noviembre del 2024, conforme a la ley estatal de elecciones (referido aquí por el nombre "Texas Election Code") bajo la sección 2.053(a), dentro del Distrito para elegir miembros a la mesa directiva para los Puestos Números 1, 2, y 3; y

Conforme a la ley estatal de elecciones bajo las secciones 2.051, 2.052 y 2.053 del Texas Election Code, el cumplimiento de la certificación de candidatos únicos para uno o más puestos en particular para elección se le da autoridad al Distrito para declarar esas personas elegidas a sus puestos pertenecidos y cancelar la elección para esos puestos con candidatos únicos;

SE DECLARA Y ORDENA por parte de la Mesa Directiva del Distrito Escolar de Tornillo:

Sección Número 1. Declaraciones

(a) *Las declaraciones en esta Orden son verdaderas, correctas y se han adoptado necesariamente de tal manera. (b) Candidatos únicos se han presentado para cada puesto números 1, 2, y 3, con sus aplicaciones y solicitudes para el puesto indicado y no se han presentado ningunos otros candidatos para los puestos número 1, 2, y 3 que desean no aparecer en la boleta, pero por la cual se puede votar escribiendo su nombre, en la manera siguiente:*

Puesto No. 1	*Maria Saldaña*
Puesto No. 2	*Marlene Bullard*
Puesto No. 3	*Maria Ines Delgado*

Sección No. 2. Declaración de Elección Para los Puestos Numero 1, 2, y 3 de la Mesa Directiva del Distrito Escolar de Tornillo

Las siguientes personas son y se declaran candidatos únicos para los puestos indicados y se declaran elegidos para sus puestos indicados para sus cargos oficiales con un término completo de 4 años comenzando el 5 de noviembre del 2024:

Puesto No. 1	*Maria Saldaña*
Puesto No. 2	*Marlene Bullard*
Puesto No. 3	*Maria Ines Delgado*

Sección No. 3. Cancelación de Elecciones para los *Puestos Numero 1, 2, y 3 de la Mesa Directiva del Distrito Escolar de Tornillo*

La elección el 5 de noviembre del 2024 para los *Puestos Numero 1, 2, y 3 de la Mesa Directiva del Distrito Escolar de Tornillo, junto con las votaciones que se llevan a cabo de anticipo, se declaran canceladas por medio de esta Orden debido a que se han presentado en conforme a la ley indicada candidatos únicos para estos puestos. Se declaran estos candidatos únicos elegidos por medio de esta Orden.*

Sección No. 4. Notificación de Cancelación de Elección Para los Puestos Numero 1, 2, y 3 de la Mesa Directiva del Distrito Escolar de Tornillo

La Notificación de Cancelación de la Elección para los Puestos Numero 1, 2, y 3 de la Mesa Directiva del Distrito Escolar de Tornillo se le publicará al público el día de la elección en cada puesto y ubicación de votación. A la misma vez se le publicara al público esta notificación en el lugar o lugares indicados donde regularmente se publican notificaciones de las juntas y agendas de la Mesa Directiva del Distrito Escolar de Tornillo y en cualquier otro lugar o lugares y ubicaciones asignadas por los Administradores del Distrito.

Sección No. 5. Certificación de Elección; Calificaciones para Cargos Oficiales

Después del 5 de noviembre del 2024, se les entregara a los candidatos declarados elegidos por parte de esta Orden un Certificado de Elección en la misma manera que se les brinda a los candidatos elegidos por medio de una elección de la manera siguiente:

Puesto No. 1	*Maria Saldaña*
Puesto No. 2	*Marlene Bullard*
Puesto No. 3	*Maria Ines Delgado*

En recibir su Certificado de Elección, cada miembro elegido para la mesa directiva calificara para los cargos oficiales de su puesto en la misma manera que se les brinda a los candidatos elegidos por medio de una elección.

Sección No. 6. Acción Relacionada Adicional

Se le dirige a los Administradores del Distrito tomar cualquier acción relacionada adicional que se requiera para cumplir las metas de esta Orden.

APROBADA este 28 de agosto del 2024.

_____
Marlene Bullard
Presidenta de la Mesa Directiva

_____
Ofelia Bosquez
Secretaria de la Mesa Directiva

CERTIFICATION OF UNOPPOSED CANDIDATES FOR TORNILLO INDEPENDENT SCHOOL DISTRICT
CERTIFICACIÓN DE CANDIDATOS ÚNICOS PARA LA MESA DIRECTIVA DEL DISTRITO ESCOLAR DE TORNILLO

To: Marlene Bullard, Presiding Officer of the Board of Trustees of the Tornillo Independent School District
Al: Marlene Bullard, Presidente de la Mesa Directiva del Distrito Escolar de Tornillo

As the authority responsible for having the official ballot prepared, I hereby certify that the following candidates are unopposed for election to office for the election scheduled to be held on November 5, 2024.

Como autoridad a cargo de la preparación de la boleta de votación oficial, por la presente certifico que los siguientes candidatos son candidatos únicos para elección para un cargo en la elección que se llevará a cabo el 5 de noviembre de 2024.

List offices and names of candidates:
Lista de cargos y nombres de los candidatos:

Office(s) ***Cargo(s)***	**Candidate(s)** ***Candidato(s)***
Place 1	**Maria Saldaña**
Place 2	**Marlene Bullard**
Place 3	**Maria Ines Delgado**

_____

Rosy Vega-Barrio
Superintendent
Tornillo Independent School District

ACCEPTED this 28th day of August, 2024:

_____

Marlene Bullard
Board President
Tornillo Independent School District

TORNILLO INDEPENDENT
SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

Human Resources Department
19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3050
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Lizeth Carroll, Human Resources/Compliance Director
Subject: Class Size Exception Waiver for the 2024-2025 School Year
Date: July 31, 2024

HISTORY:

After the first weeks of school have settled, enrollment numbers in some classes are just about the class size limit of 22 in grade levels PreK-4th. History has shown number of class sizes constantly fluctuating and hiring a full time teaching position is a risky action, especially when there are strict budget constraints.

RATIONALE:

Tornillo ISD is requesting approval to submit a Waiver Application for grade levels prekindergarten through fourth grade classes that exceed the 22 student limit as set by the Texas Education Agency (TEA) at the Intermediate campus. Administration is exploring scenarios that have helped in the past to alleviate class loads over 22 students, such as creating multi age classes in which two grade levels are combined to even out the number of students in each section.

BUDGET IMPACT:

If the class size exception waiver for the 2024-2025 is approved, then there will be no budget impact.

ADMINISTRATIVE RECOMMENDATION:

The administration recommendation is to approve the class size exceptions waiver for the 2024-2025 school year.

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.*

TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MINUTES OF REGULAR BOARD MEETING

W.E. Neill Service Center, 19210 Cobb, Tornillo, Texas
Wednesday, July 31, 2024

1. (OTHER) First Order of Business

5:31PM – 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.

MEMBERS PRESENT:	MEMBERS ABSENT:
Marlene Bullard, President	Daniel Dozal
Ida Estrada, Vice President	Hector Lopez
Ofelia Bosquez, Secretary	
Maria Saldaña via Zoom	
Enrique Vega	

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

C. District Mission and Vision
Ofelia Bosquez, Board Secretary, read the district vision and mission.

5:32PM – 5:38PM **2. (OTHER) Superintendent's Report**
Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Report.
No Action Necessary.

5:38PM – 5:39PM **3. (OTHER) Open Forum –** None

4. Lone Star Governance

A. **Student Outcome Monitoring**

5:39PM – 5:40PM

1. Progress Measure Monitoring Plan: Texas Education Code, SS 11.185 & 11.186
Mrs. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Progress Measure Monitoring Plan: Texas Education Code, SS 11.185 & 11.186.
No Action Necessary.

5:40PM – 5:41PM B. (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.

5:41PM – 5:42PM **5. (ADVOCACY) Community Engagement on Student Outcome Goals –** None

6. (VISION Y) Information / Reports / Presentations

5:42PM – 5:43PM A. Financial Reports – Information Only

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Financial Reports for June 2024
No Action Necessary.

5:43PM – 5:44PM

B. Quarterly Investment Report – Quarter Ending June 30, 2024
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report – Quarter Ending June 30, 2024.
No Action Necessary.

C. Annual SHAC Report

5:44PM – 5:45PM

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

7. (STRUCTURE) Board Items

A. Discussion and Possible Action to enter an Order for the General Election on November 5, 2024, and other matters incident and related thereto

5:45PM – 5:49PM

Ms. Marlene Bullard, Board President, presented the Order for the General Election on November 5, 2024.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Order for the General Election on November 5, 2024, as presented.
Motion Passed Unanimously.

B. Consider Approval of Non-Exclusive License and User Agreement between Ysleta ISD and Tornillo ISD

5:49PM – 5:53PM

Mrs. Alicia Alvarado, PK-8 Counselor, presented the Board of Trustees with the Non-Exclusive License and User Agreement between Ysleta ISD and Tornillo ISD.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Non-Exclusive License and User Agreement between Ysleta ISD and Tornillo ISD, as presented.
Motion Passed Unanimously.

C. Consider Approval of Stipends for Strong Foundations Implementation Math Grant

5:53PM – 6:02PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Stipends for Strong Foundations Implementation Math Grant.
Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to table item.
Motion to Table Item Passed Unanimously.

D. Discussion and Possible Action Regarding District Property Values and the Funding Lag

6:02PM – 6:03PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the District Property Values and the Funding Lag.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the District Property Values and the Funding Lag, as presented.
Motion Passed Unanimously.

E. Consider Approval of MOU with Project Vida for Licensed Professional Counselor

6:03PM – 6:07PM

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

MOU with Project Vida for Licensed Professional Counselor.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve MOU with Project Vida for Licensed Professional Counselor, as presented.
Motion Passed Unanimously.

6:07PM – 6:09PM

F. Consider Approval of Innovative Courses for Cybersecurity Program
Mr. Raymond Bonilla, CTE Coordinator, presented the Board of Trustees with the Innovative Courses for Cybersecurity Program.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve Innovative Courses for Cybersecurity Program, as presented.
Motion Passed Unanimously.

6:09PM – 6:25PM

G. Consider Approval of Stronger Connections Grant Stipends and Contracted Services
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Stronger Connections Grant Stipends and Contracted Services.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Stronger Connections Grant Stipends and Contracted Services, as presented.
Motion Passed Unanimously.

6:25PM – 6:27PM

H. Consider Approval of Agreement with New Tech Network, Inc.
Mr. Alejando Olvera, THS Principal, presented the Board of Trustees with the Agreement with New Tech Network, Inc.
Marlene Bullard made the motion and Maria Saldaña seconded the motion to table item.
Motion to Table Item Passed Unanimously.

6:27PM – 6:29PM

I. Consider Approval of Staff Development Waiver
Ms. Lizeth Carroll, HR / Compliance Director, presented the Board of Trustees with the Staff Development Waiver.
Ofelia Bosquez made the motion and Enrique Vega seconded the motion to approve the Staff Development Waiver, as presented.
Motion Passed Unanimously.

8. (STRUCTURE) Consent Agenda

A. Consider Approval of Minutes from Previous Meetings:
1. Regular Board Meeting Minutes – June 19, 2024

6:29PM – 6:31PM

B. Consider Approval of 2024-2025 Organizational Chart

C. Consider Approval of TASB Policy Manual Update 123 (2nd Reading) affecting the following (LOCAL) Policies:
1.BBD (LOCAL): BOARD MEMBERS - TRAINING AND ORIENTATION
2.BBFA (LOCAL): ETHICS - CONFLICT OF INTEREST DISCLOSURES
3.CKC (LOCAL): SAFETY PROGRAM / RISK MANAGEMENT - EMERGENCY PLANS
4.CKE (LOCAL): SAFETY PROGRAM / RISK MANAGEMENT – SECURITY PERSONNEL
5.CQC (LOCAL): TECHNOLOGY RESOURCES – EQUIPMENT
6.DGBA (LOCAL): PERSONNEL MANAGEMENT RELATIONS – EMPLOYEE COMPLAINTS / GRIEVANCES

7.EEH (LOCAL): INSTRUCTIONAL ARRANGEMENTS - HOMEBOUND INSTRUCTION
8.EF(LOCAL): INSTRUCTIONAL RESOURCES
9.EFA (LOCAL): INSTRUCTIONAL RESOURCES - INSTRUCTIONAL MATERIALS
10.EFB (LOCAL): INSTRUCTIONAL RESOURCES - LIBRARY MATERIALS
11.FNG (LOCAL): STUDENT RIGHTS AND RESPONSIBILITIES - STUDENT AND PARENT COMPLAINTS / GRIEVANCES
12.GF (LOCAL): PUBLIC COMPLAINTS

D. Consider Approval of Common Threads MOU Renewal
E. Consider Approval of Budget Amendments
F. Consider Approval of MOU with UTEP for SLP Resident

Ms. Lizeth Carroll, HR / Compliance Director, requested item 8.F. Consider Approval of MOU with UTEP for SLP Resident be removed from consent agenda. With consent agenda item 8.F. removed, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve consent agenda items, as presented.
Motion Passed with a 4:0:1 vote. Maria Saldaña abstained.

8.F. Consider Approval of MOU with UTEP for SLP Resident
Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to table item.
Motion to Table Item Passed Unanimously.

6:31PM – 6:48PM

9. (OTHER) Executive Session. The Board will enter into a closed meeting to discuss the following items under Sections 551.076 and 551.089, Texas Government Code. The Board will reconvene into open session to take any necessary action.

A. Discussion Regarding G.D. Contract Abandonment, TEA Referral

6:48PM

10. Next Meeting Tentative Date: August 28, 2024

There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 6:48 PM.

_____

Marlene Bullard Date
President, Board of Trustees

_____

Ofelia Bosquez Date
Secretary, Board of Trustees

TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

MINUTES OF REGULAR BOARD MEETING

W.E. Neill Service Center, 19210 Cobb, Tornillo, Texas
Friday, August 16, 2024

1. (OTHER) First Order of Business

1:35PM – 1:36PM

A. Establish a quorum and call the meeting to order
The meeting was called to order at 1:35 PM by Board President, Marlene Bullard, and it was established that a quorum was present.

MEMBERS PRESENT:
Marlene Bullard, President
Ida Estrada, Vice President
Ofelia Bosquez, Secretary
Daniel Dozal (1:42 PM)
Hector Lopez
Maria Saldaña (1:49 PM)
Enrique Vega

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.

1:36PM – 1:37PM

2. (OTHER) Open Forum – None

3. (STRUCTURE) Board Items

A. EISO Workshop
Ms. Monica Jaloma led the Board of Trustees in the EISO Workshop.
No Action Necessary.

1:37PM – 4:05PM

B. Review Board Operations – Team Building
Marlene Bullard made the motion and Ofelia Bosquez seconded the motion to move item 3.B. up on the agenda.
Motion Passed Unanimously.

Ms. Monica Jaloma led the Board of Trustees in reviewing Board Operations – Team Building.
No Action Necessary.

4:05PM – 4:06PM

4. Next Meeting Tentative Date: August 28, 2024
There being no further business, Ofelia Bosquez made the motion and Enrique Vega seconded the motion to adjourn meeting. Motion passed unanimously. Meeting adjourned at 4:06 PM.

_____

Marlene Bullard — Date
President, Board of Trustees

_____

Ofelia Bosquez Date
Secretary, Board of Trustees

TORNILLO INDEPENDENT
SCHOOL DISTRICT
Educating children today to be the leaders of tomorrow.

Technology Department
19200 Cobb Avenue
Tornillo, TX 79853
Phone 915.765.3035
Fax 915.765.3099

MEMORANDUM

To: Board of Trustees
From: Guerra, Luis - Finance Department
Subject: Annual Renewal - Frontline ERP
Date: 8/28/2024

HISTORY:

Frontline ERP - Business Information Systems

RATIONALE:

Annual support/subscription/hosting renewal for the continued use of Frontline ERP (formerly TEAMS) solutions software. District's business operations - finance, human resources, payroll, procurement, etc. See attached proposal/invoice.

BUDGET IMPACT:

$44,706.74- FA/HR Budget (General Funding)

ADMINISTRATIVE RECOMMENDATION:

The recommendation to the Board of Trustees is to approve the purchase order to renew the annual licensing/services subscription for 2024-2025 as presented.

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.*

Quote ID Q-185830
03/26/2024

Frontline Education Renewal Notice

Attn: Tornillo Independent School District

Thank you for your continued partnership with Frontline Education. We remain focused on providing you with industry-leading solutions and technology for K-12. As part of the ongoing investment in your solutions, our Learning Center continues to be enhanced to provide access to articles with answers to routine questions 24/7. This includes the ability to create a support request.

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Description	Start Date	End Date	Qty	Rate	Amount
Frontline ERP, unlimited usage for internal employees	9/16/2024	9/15/2025	1	$44,706.74	$44,706.74
Total					**$44,706.74**

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Need assistance? You can reach us by calling Karen Chambers at 512-212-1216 or by emailing us at renewals@frontlineed.com.

Laura Hughes
Director, Client Retention and Renewals

Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Georgina Barrera** whose contract number is **N/A** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:
Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$160 flat fee for student evaluations and a maximum of $100 per ARD for any related services provided and a 30 minute travel time allowance** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies,

materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute

through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the

Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

	Speech-Language Pa	08/12/202
Contractor	**Title**	**Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

Superintendent	**Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170

Special Education Department

Tornillo, TX 79853

Georgina Barrera

Final Audit Report 2024-08-12

Created:	2024-08-09
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
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"Georgina Barrera" History

Document created by Anna Brew (brewa@tisd.us)
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Document e-signed by Mrs. Barrera (gbarreratj@gmail.com)
Signature Date: 2024-08-12 - 5:00:42 PM GMT - Time Source: server

Agreement completed.
2024-08-12 - 5:00:42 PM GMT

Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Ann Morales** whose contract number is **12028** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:
Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$550 for Student Evaluations and a maximum of $200.00 per ARD for any other related service provided time** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging,

meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall

have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United

States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants,

subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Mrs. Morales (Aug 5, 2024 18:21 MDT) | LSSP | 05/08/202

Contractor **Title** **Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____ _____

Superintendent **Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170
Special Education Department
Tornillo, TX 79853

TISD Special Education-Ann Morales- 24-25

Final Audit Report 2024-08-06

Created:	2024-08-05
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkEVGLQhj4hTnqTJqDu_42ZHJoxrP-7Fb

"TISD Special Education-Ann Morales- 24-25" History

Document created by Anna Brew (brewa@tisd.us)
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2024-08-05 - 10:37:34 PM GMT

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Document e-signed by Mrs. Morales (dandymorales@hotmail.com)
Signature Date: 2024-08-06 - 0:21:56 AM GMT - Time Source: server

Agreement completed.
2024-08-06 - 0:21:56 AM GMT

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Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Sunbelt Staffing LLC** whose contract number is **21016** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

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1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:
Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$90 maximum for any related services rendered to include but not limited to: DHH teacher $90/hr and/ or remote PT services $90/ hr**
or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation,

costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to ___ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

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THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

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5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute

through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the

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Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

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11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

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NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Soliant Health, LLC

Baylie Green

Baylie Green
Managing Director
August 12, 2024 17:04 UTC
IP: 38.104.182.226

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____ _____

Superintendent **Date**

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Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **xSPEDite** whose contract number is **12020** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$510 maximum for Student Evaluations of related services and a maximum of $120.00 per hour for any related services rendered to include but not limited to: $110 for VI teacher services provided, also the previously agreed upon 45 minute charge for travel, a flat fee of $70.00** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the

compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

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2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

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Tornillo Independent School District
19200 Cobb Ave. | PO Box 170
Special Education Department
Tornillo, TX 79853

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

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through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

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9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the

Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

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15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Roxanne Franco Roxanne Franco (Aug 12, 2024 13:23 MDT)	CEO/Owner	08/12/24
Contractor	**Title**	**Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____	_____
Superintendent	**Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170
Special Education Department
Tornillo, TX 79853

TISD Special Education-xSPEDite- 24-25.1

Final Audit Report 2024-08-12

Created:	2024-08-12
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAL6g3rJ2mnhK-FOtoFfLoXbTJ-1ylonHa

"TISD Special Education-xSPEDite- 24-25.1" History

Document created by Anna Brew (brewa@tisd.us)
2024-08-12 - 7:07:34 PM GMT

Document emailed to Roxanne Franco (rfranco@xspedite.com) for signature
2024-08-12 - 7:07:37 PM GMT

Email viewed by Roxanne Franco (rfranco@xspedite.com)
2024-08-12 - 7:21:50 PM GMT

Document e-signed by Roxanne Franco (rfranco@xspedite.com)
Signature Date: 2024-08-12 - 7:23:35 PM GMT - Time Source: server

Agreement completed.
2024-08-12 - 7:23:35 PM GMT

Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **xSPEDite** whose contract number is **12020** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

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Description of Services:
Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$510 maximum for Student Evaluations of related services and a maximum of $120.00 per hour for any related services rendered to include but not limited to: $110 for VI teacher services provided, also the previously agreed upon 30 minute charge for travel** for the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the

compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute

through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the

Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Roxanne Franco Roxanne Franco (Aug 13, 2024 09:47 MDT)	CEO/Owner	13/08/202
Contractor	**Title**	**Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

Superintendent	**Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170
Special Education Department
Tornillo, TX 79853

TISD Special Education-xSPEDite- 24-25

Final Audit Report 2024-08-13

Created:	2024-08-05
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAnqwgL27y2q6FvxkAKKJyM8RLGHARvWej

"TISD Special Education-xSPEDite- 24-25" History

Document created by Anna Brew (brewa@tisd.us)
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Document emailed to Mrs. Franco (rfranco@xspedite.com) for signature
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2024-08-06 - 2:36:28 PM GMT

Email viewed by Mrs. Franco (rfranco@xspedite.com)
2024-08-13 - 3:44:35 PM GMT

Signer Mrs. Franco (rfranco@xspedite.com) entered name at signing as Roxanne Franco
2024-08-13 - 3:47:15 PM GMT

Document e-signed by Roxanne Franco (rfranco@xspedite.com)
Signature Date: 2024-08-13 - 3:47:17 PM GMT - Time Source: server

Agreement completed.
2024-08-13 - 3:47:17 PM GMT

Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Rio Grande Therapy Group** whose contract number is **12024** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:
Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$400 maximum for student Evaluations and a maximum of $150 per ARD, $85 per hour of P/T services, $85 per hour of O/T services, $50 for any consultative services, $45 per hour of supervision of staff, $50 maximum per IEP, $SO per hour for Medicaid paperwork. Time should not exceed IEP time and the 30 minute maximum of consecutive consultative time** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known**

to Contractor or made necessary. The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state

or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any

injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Mr. Zavaleta (Aug 22, 2024 11:42 MDT) | Owner | 8/22/24

Contractor **Title** **Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____ _____

Superintendent **Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170

Special Education Department

Tornillo, TX 79853

TISD Special Education-RGTG- 24-25

Final Audit Report 2024-08-22

Created:	2024-08-05
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAUDNWCHTrJEsdxJWeqA1tkVig-0XH79_u

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Document e-signed by Mr. Zavaleta (hzavaleta@rgstg.com)
Signature Date: 2024-08-22 - 5:42:00 PM GMT - Time Source: server

Agreement completed.
2024-08-22 - 5:42:00 PM GMT

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

40 YEAR ANNIVERSARY

August 13, 2024

Ms. Rosy Vega-Barrio
Superintendent
Tornillo ISD
P.O. Box 170
Tornillo, Texas 79853

RE: Renewal of Membership in Walsh Gallegos' Retainer Program

Dear Ms. Vega-Barrio:

It is our privilege to serve Tornillo Independent School District through the Walsh Gallegos Retainer Program. The District's membership is up for renewal on September 1, 2024, and so enclosed you will find our Legal Services Retainer Agreement. If the District chooses to continue its membership, please sign and return the agreement. The invoice for the renewal will be sent on or around 9/1/2024 with your regular monthly statement so there is no need to send a check with the signed agreement. This program includes the following valuable benefits for just $1,000.00 per year:

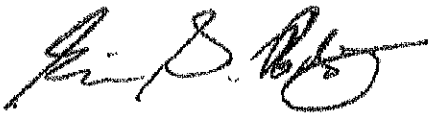
- No-charge telephone consultation on day-to-day general and special education matters with attorneys in any of our offices,
- Reduced rates for legal work,
- Reduced fees for inservices,
- Reduced rates for practical Walsh Gallegos products such as the web-based Student Code of Conduct, The Legal Guide to DAEP & Expulsion and the Extracurricular Code of Conduct,
- A free subscription to our bi-monthly general education newsletter "*Time Out with Walsh Gallegos,*"
- A free subscription to our monthly special education newsletter "*This Just In,*" and
- Email updates about the latest developments in education law.

More information about these services and other advantages of the retainer program are included in the attached description. Also enclosed is information about our EFT/ACH payment program that provides a convenient, efficient, secure, and less costly method of payment than paper checks.

It is an honor to be of service to Tornillo Independent School District. Many districts have adopted the Texas Association of School Boards' policy BDD (Local), which requires approval of the agreement by the Board of Trustees; check your policy to see who is authorized to approve and sign the Agreement. Additionally, please note that in accordance with the requirements of HB 1295 we have filed Form 1295 with the Texas Ethics Commission and are enclosing a certification of filing of Form 1295 for your records.

We look forward to receiving your signed contract. In the meantime, please remember that you can call any of our offices and speak with the attorney of your choice to get the guidance you need, when you need it. I am pleased to be your shareholder contact regarding the retainer program. Should you have any questions about the Retainer Agreement or wish to reach me directly, please contact me at (800) 232-9469.

Sincerely,



Eric G. Rodriguez

EGR/glo
Enclosures

cc: Ms. Marlene Bullard, Board President
Ms. Georgina Miramontes, SPED/504 Coordinator Diagnostician

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

LEGAL SERVICES RETAINER AGREEMENT
FOR TORNILLO INDEPENDENT SCHOOL DISTRICT

The Tornillo Independent School District (hereinafter "District"), acting by and through the authorized Trustee or Employee whose signature appears below, hereby retains the law firm of Walsh Gallegos Kyle Robinson & Roalson P.C. (hereinafter "Law Firm"), to provide the services to the District set forth below.

1. Telephone Consultation: The Law Firm shall provide telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director, or designee pertaining to questions arising out of the general operation of the District. The District shall have access to a statewide toll-free telephone number for calls to the Law Firm.

2. Additional Legal Work: The District shall be entitled to reduced hourly rates for additional legal work over and above general telephone consultation. Examples of such additional legal work are research, opinion letters, and legal advice or representation in adversarial matters. Expenses incurred by the Law Firm in providing such additional legal work shall be charged.

3. Publications: The Law Firm shall provide at no charge the monthly publication This Just In, dealing with special education law issues, and the bi-monthly general school law publication Time Out with Walsh Gallegos, both published by the Law Firm.

4. E-mail Updates: The Law Firm shall send periodic e-mail updates to designated District personnel and trustees relating to developments in school law. The content and publication schedule of such updates shall be determined solely by the Law Firm.

5. Retainer Term and Cost: There shall be a fee of $1,000.00 for this Retainer Agreement due upon execution and annually thereafter on the anniversary of the execution date below. This Retainer Agreement shall remain in effect until notice of cancellation is received.

6. Compliance with Texas Government Code Chapter 2271: Pursuant to Texas Government Code Chapter 2271, as amended, the Law Firm verifies that it does not boycott Israel and will not boycott Israel during the term of this Agreement.

7. Compliance with Texas Government Code Chapter 2252: Pursuant to Texas Government Code Chapter 2252, as amended, the Law Firm verifies that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization, as prohibited by Section 2252.152.

8. Compliance with Texas Government Code Chapter 2274 and 809: Pursuant to Texas Government Code Chapters 2274 and 809, as amended, the Law Firm verifies that it does not boycott energy companies and will not boycott energy companies during the term of this Agreement.

9. Compliance with Texas Government Code Chapter 2274: Pursuant to Texas Government Code Chapter 2274, as amended, the Law Firm verifies that it does not discriminate against firearm entities or firearm trade associations and will not discriminate against firearm entities or firearm trade associations during the term of this Agreement.

10. Scope of Attorney-Client Relationship: This Retainer Agreement establishes a limited attorney-client relationship only between the Law Firm and the District. All communications between the parties shall be deemed privileged, and all work product shall be protected from disclosure. The relationship exists only as to the consultations and additional legal work that are initiated by the District and accepted by the Law Firm pursuant to this Agreement. The Retainer Agreement does not impose any duty upon the Law Firm to provide advice or work to the District regarding legal matters absent a request by the District's Board President, Superintendent, Special Education Director, or designee for such advice or work on a matter. The Law Firm and the District acknowledge and represent that this Agreement does not establish an attorney-client relationship between the Law Firm and any individual Trustees or Employees of the District. If a lawsuit or other adversarial matter is brought against the District and/or any Trustee or Employee of the District, the Law Firm may require the execution of one or more separate Letters of Engagement prior to undertaking an attorney-client relationship in the matter.

11. Confidential Relationship: All information furnished by the District to Law Firm hereunder, including their respective agents, and employees, shall be treated as confidential ("Confidential Information") and shall not be disclosed to third parties except as required by law or authorized in writing. Any Confidential Information of the District may be used by Law Firm only in connection with the Services. Law Firm agrees to protect the confidentiality of any Confidential Information in the same manner that it protects the confidentiality of its own proprietary and confidential information. Access to the Confidential Information shall be restricted to those of Law Firm's personnel engaged under this Agreement. All Confidential Information made available hereunder, including copies thereof, shall be returned in accordance with Law Firm's File Retention Policy or request by the District, whichever occurs first. The restrictions set forth

in this section shall not apply to information that is or becomes in the public domain through no fault of Law Firm, is independently developed by Law Firm, is provided to Law Firm by a third party who is not subject to a duty of confidentiality, or is required to be disclosed pursuant to law or legal process.

12. Texas Lawyer's Creed: Under rules of the Texas Supreme Court and the State Bar of Texas, we advise our clients of the contents of the Texas Lawyer's Creed, a copy of which is enclosed. In addition, we advise clients that the State Bar of Texas investigates and prosecutes complaints of professional misconduct against attorneys licensed in Texas. A brochure entitled Attorney Complaint Information is available at all of our offices and is likewise available upon request. A client that has any questions about the State Bar's disciplinary process should call the Office of the General Counsel of the State Bar of Texas at 1-800-932-1900 (toll free).

TORNILLO INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Date)

WALSH GALLEGOS KYLE ROBINSON & ROALSON P.C.

By: _____
Joe A. De Los Santos
Managing Shareholder

8/1/2024
(Date)

THE TEXAS LAWYER'S CREED -- A MANDATE FOR PROFESSIONALISM

The Texas Supreme Court and the Texas Court of Criminal Appeals adopted this Creed, with the requirement that lawyers advise their clients of its contents when undertaking representation.

I am a lawyer. I am entrusted by the People of Texas to preserve and improve our legal system. I am licensed by the Supreme Court of Texas. I must therefore abide by the Texas Disciplinary Rules of Professional Conduct, but I know that professionalism requires more than merely avoiding the violation of laws and rules. I am committed to this creed for no other reason than it is right.

I. OUR LEGAL SYSTEM

A lawyer owes to the administration of justice personal dignity, integrity, and independence. A lawyer should always adhere to the highest principles of professionalism. I am passionately proud of my profession. Therefore, "My word is my bond." I am responsible to assure that all persons have access to competent representation regardless of wealth or position in life. I commit myself to an adequate and effective pro bono program. I am obligated to educate my clients, the public, and other lawyers regarding the spirit and letter of this Creed. I will always be conscious of my duty to the judicial system.

II. LAWYER TO CLIENT

A lawyer owes to a client allegiance, learning, skill, and industry. A lawyer shall employ all appropriate means to protect and advance the client's legitimate rights, claims, and objectives. A lawyer shall not be deterred by any real or imagined fear of judicial disfavor or public unpopularity, nor be influenced by mere self-interest. I will advise my client of the contents of this creed when undertaking representation. I will endeavor to achieve my client's lawful objectives in legal transactions and in litigation as quickly and economically as possible. I will be loyal and committed to my client's lawful objectives, but I will not permit that loyalty and commitment to interfere with my duty to provide objective and independent advice. I will advise my client that civility and courtesy are expected and are not a sign of weakness. I will advise my client of proper and expected behavior. I will treat adverse parties and witnesses with fairness and due consideration. A client has no right to demand that I abuse anyone or indulge in any offensive conduct. I will advise my client that we will not pursue conduct which is intended primarily to harass or drain the financial resources of the opposing party. I will advise my client that we will not pursue tactics which are intended primarily for delay. I will advise my client that we will not pursue any course of action which is without merit. I will advise my client that I reserve the right to determine whether to grant accommodations to opposing counsel in

all matters that do not adversely affect my client's lawful objectives. A client has no right to instruct me to refuse reasonable requests made by other counsel. I will advise my client regarding the availability of mediation, arbitration, and other alternative methods of resolving and settling disputes.

III. LAWYER TO LAWYER

A lawyer owes to opposing counsel, in the conduct of legal transactions and the pursuit of litigation, courtesy, candor, cooperation, and scrupulous observance of all agreements and mutual understandings. Ill feelings between clients shall not influence a lawyer's conduct, attitude, or demeanor toward opposing counsel. A lawyer shall not engage in unprofessional conduct in retaliation against other unprofessional conduct. I will be courteous, civil, and prompt in oral and written communications. I will not quarrel over matters of form or style, but I will concentrate on matters of substance. I will identify for other counsel or parties all changes I have made in documents submitted for review. I will attempt to prepare documents which correctly reflect the agreement of the parties. I will not include provisions which have not been agreed upon or omit provisions which are necessary to reflect the agreement of the parties. I will notify opposing counsel, and, if appropriate, the Court or other persons, as soon as practicable, when hearings, depositions, meetings, conferences, or closings are cancelled. I will agree to reasonable requests for extensions of time and for waiver of procedural formalities, provided legitimate objectives of my client will not be adversely affected. I will not serve motions or pleadings in any manner that unfairly limits another party's opportunity to respond. I will attempt to resolve by agreement my objections to matters contained in pleadings and discovery requests and responses. I can disagree without being disagreeable. I recognize that effective representation does not require antagonistic or obnoxious behavior. I will neither encourage nor knowingly permit my client or anyone under my control to do anything which would be unethical or improper if done by me. I will not, without good cause, attribute bad motives or unethical conduct to opposing counsel nor bring the profession into disrepute by unfounded accusations of impropriety. I will avoid disparaging personal remarks or acrimony towards opposing counsel, parties, and witnesses. I will not be influenced by any ill feeling between clients. I will abstain from any allusion to personal peculiarities or idiosyncrasies of opposing counsel. I will not take advantage, by causing any default or dismissal to be rendered, when I know the identity of an opposing counsel, without first inquiring about that counsel's intention to proceed. I will promptly submit orders to the Court. I will deliver copies to opposing counsel before or contemporaneously with submission to the Court. I will promptly approve the form of orders which accurately reflect the substance of the rulings of the Court. I will not attempt to gain an unfair advantage by sending the Court or its staff correspondence or copies of correspondence. I will not arbitrarily schedule a deposition, court appearance, or hearing until a good faith effort has been made to schedule it by agreement. I will readily stipulate

to undisputed facts in order to avoid needless costs or inconvenience for any party. I will refrain from excessive and abusive discovery. I will comply with all reasonable discovery requests. I will not resist discovery requests which are not objectionable. I will not make objections nor give instructions to a witness for the purpose of delaying or obstructing the discovery process. I will encourage witnesses to respond to all deposition questions which are reasonably understandable. I will neither encourage nor permit my witness to quibble about words where their meaning is reasonably clear. I will not seek Court intervention to obtain discovery which is clearly improper and not discoverable. I will not seek sanctions or disqualification unless it is necessary for protection of my client's lawful objectives or is fully justified by the circumstances.

IV. LAWYER AND JUDGE

Lawyers and judges owe each other respect, diligence, candor, punctuality, and protection against unjust and improper criticism and attack. Lawyers and judges are equally responsible to protect the dignity and independence of the Court and the profession. I will always recognize that the position of judge is the symbol of both the judicial system and administration of justice. I will refrain from conduct that degrades this symbol. I will conduct myself in Court in a professional manner and demonstrate my respect for the Court and the law. I will treat counsel, opposing parties, the Court, and members of the Court staff with courtesy and civility. I will be punctual. I will not engage in any conduct which offends the dignity and decorum of proceedings. I will not knowingly misrepresent, mischaracterize, misquote or miscite facts or authorities to gain an advantage. I will respect the rulings of the Court. I will give the issues in controversy deliberate, impartial and studied analysis and consideration. I will be considerate of the time constraints and pressures imposed upon the Court, Court staff and counsel in efforts to administer justice and resolve disputes.

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

Program for EFT/ACH Payments

Walsh Gallegos Kyle Robinson & Roalson P.C. is working to improve our services to you and assist you in saving time and money. To that end, we now offer our clients the option to pay their invoices electronically by either Electronic Funds Transfer (EFT) or Automated Clearing House (ACH) payment--instead of the traditional paper, check-by-mail method.

An EFT/ACH payment authorizes the client's bank to move funds from its bank account to the bank account of the authorized merchant (Walsh, Gallegos). This movement of funds is done between banks electronically—thus the term Electronic Funds Transfer (EFT) or Automated Clearing House (ACH). This electronic movement of funds between banks is more convenient, efficient, secure, and far less costly than the handling of paper checks.

If your district is interested in participating in our EFT/ACH payment program, please e-mail a request to WA-EFT@wabsa.com or call Karla Alvarado at (800) 252-3405 to receive our bank account information for EFT/ACH payments.

We are excited to be able to extend this opportunity to our clients. Please feel free to contact us if you have any questions.

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

File Retention Policy

At the conclusion of a matter, the file is closed and all documents related to the file are gathered in a centralized location and properly labeled. This includes both paper and electronic documents. Because the nature of our work means that many matters may become active again, we have established a policy of maintaining our closed files for a period of 10 years. If a file is reopened, the 10 year period will start again after the file is closed again.

At the end of 10 years, we will notify clients that we will be destroying all files that have been closed for more than 10 years.* Clients will have 30 days from the date of the letter to let us know if they would prefer that the files be returned to them instead of being destroyed. Clients can also request a list of the files we plan on destroying and request to inspect the files before making a decision about whether or not to allow them to be destroyed. We will provide an estimate cost for delivering the files to clients if they choose to have the files returned to them instead of being destroyed. Any files that are destroyed will be done so at our expense.

For more information about our File Retention Policy please contact Vicki Limon at vlimon@wabsa.com or by calling 512.454.6864.

*Note that there are certain types of files that our attorneys may flag to hold for longer than 10 years before being destroyed. Clients can request a list of all of the closed matters that we have for them at any time by contacting Vicki Limon at vlimon@wabsa.com.

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

FEE SCHEDULE AS OF JULY 16, 2022
LEGAL SERVICES RETAINER AGREEMENT

For Retainer Program Clients

Annual retainer fee is $1,000 billed each year on the anniversary of the client joining the program.

Telephone consultation with school officials in this program regarding general routine legal matters is free of charge. The firm has toll-free telephone numbers that are made available to these clients.

An hourly rate of $250/hour for associates licensed less than one year, $275/hour for associates licensed one to two years, $315/hour for associates licensed over two years, or $335/hour for shareholders is charged for time spent on research, opinion letters, office visits, board meetings, and other work of a general nature.

For matters requiring more in-depth work, such as document review, negotiation of a contract, grievance, nonrenewal, review of constructions documents, litigation, administrative appeals, and the like, all time, including telephone calls, is charged at the current hourly retainer rates shown above, plus expenses. A new file is set up so that the billings show legal fees attributable to that particular matter.

For Non-retainer Program Clients

An hourly rate of $250/hour for associates licensed less than one year, $275/hour for associates licensed one to two years, $335/hour for associates licensed over two years, or $355/hour for shareholders is charged for time spent on any work, including all telephone calls, office visits, litigation, research, opinion letters, hearings, and the like.

The above rates are subject to change at any time.

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

BENEFITS OF THE RETAINER PROGRAM

1. **FREE TELEPHONE CONSULTATION:** The law firm provides telephone consultation at no charge to the District's Board President, Superintendent, Special Education Director or any designee pertaining to questions arising out of the general operation of the District. Last year, our member clients received an average of 10.27 free hours of telephone consultation. That is a $3,047.00 value in telephone calls alone!

   As a retainer client, the District has exclusive access to the statewide toll-free telephone numbers for calls to the law firm. Before making decisions with legal consequences, use our exclusive toll-free number to reach any Walsh Gallegos attorney:

   - Austin (800) 252-3405
   - San Antonio (800) 232-9169
   - Irving (800) 231-4207
   - Houston (888) 565-6864
   - Rio Grande Valley (866) 770-6864
   - Amarillo (800) 622-6864
   - Albuquerque (800) 771-6864

2. **REDUCED RATES FOR ADDITIONAL LEGAL WORK:** The District receives reduced hourly rates for additional works that goes beyond the initial general telephone consultations, such as analyzing documents, writing opinion letters, attending school board meetings, or follow up phone consultations. Though the hourly rates are reduced for retainer clients, any actual expenses (copy costs or mileage, for example) incurred by the law firm in providing such additional work are charged.

3. **FREE SUBSCRIPTIONS TO FIRM PUBLICATIONS:** Membership in the Walsh Gallegos Retainer Program also entitles the District to receive free subscriptions to both of the firm's newsletters:

   (1) the informative bi-monthly newsletter *"Time Out with Walsh Gallegos"* that provides timely reminders and practical suggestions about general education law issues arising throughout the school year, and

   (2) the monthly publication *"This Just In"* which addresses legal issues specific to the special needs of students with disabilities

4. **E-MAIL UPDATES:** As another benefit of the Retainer Program, Walsh Gallegos sends periodic e-mail updates to you (and to any other District personnel or trustees you

designate) to help keep the District abreast of the latest developments in school law. These updates, averaging more than one per month, address a broad range of timely topics and are designed to keep you informed and better prepared in your work for the District. Examples of the topics of our updates include:

- EEOC Releases New Regulations for Pregnant Workers Fairness Act
- Attorney General Rule Updating Title II of the ADA Ensuring that Web Content and Mobile Apps are Accessible
- U.S. Department of Labor Increases Salary Threshold for Exempt Employees
- Final Title IX Regulations Released
- Supreme Court Clarifies Limits on Public Officials' Social Media Conduct
- Next Steps in Medicaid Review Process
- HB 3033 Crucial NEW Deadlines for Responding to PIA Requests
- New I-9 Form for Employment Eligibility Verification
- HB 114 Creates a New Mandatory DAEP Offense

Don't let your District personnel miss our next update!

5. **REDUCED RATES ON ALL WALSH GALLEGOS INSERVICES:** Our Retainer Program members also receive reduced rates on all inservices presented at the District. Our up-to-date training programs are presented by attorneys with firsthand experience and knowledge about the current legal issues confronting Texas school districts. Our retainer clients also receive priority scheduling for inservice training.

6. **REDUCED RATES ON ALL WALSH GALLEGOS PRODUCTS:** To assist clients in their day-to-day operations, we have developed several practical products to save you time and head off potential problems during the school year. These products are easy to navigate, written in plain language, and are full of useful suggestions. As a member of the Retainer Program, clients receive reduced rates on these helpful tools, including:

- Interactive Student Code of Conduct
- Discipline Guide for DAEP & Expulsion
- Administrator's Anti-Bullying Toolkit
- Sexual Harassment Investigation Guide
- Operating Guidelines for Cameras in Special Education Settings

7. **ONE FREE ON-DEMAND WEBINAR:** Our retainer clients are also eligible for one free On-Demand webinar of the District's choice, to be selected from our published webinar schedule. Our On-Demand webinars provide excellent training for school administrators without having to leave the district.

WALSH GALLEGOS
KYLE ROBINSON & ROALSON P.C.

TORNILLO ISD E-MAIL UPDATE FORM

The Walsh Gallegos E-mail Update program is designed to keep our clients informed of the latest developments in school law. These updates address a broad range of topics related to legal issues confronting school districts. In addition, e-mail update recipients will also be notified of upcoming audio/video conferences and specialty publications produced by Walsh Gallegos.

Below is the list of personnel and/or Board of Trustees that are currently in our system. Please review carefully and make any necessary changes or additions. Also note that there may be some names without an e-mail address or position. Please provide a current e-mail address, indicate whether the individual should remain one of our e-mail update recipients, and provide the named position of the individual. If you are having difficulty receiving our e-mail updates, please ask your technology department to add mypinpointe.com to the list of accepted domains.

Name	Title	E-mail Address
Ms. Rosy Vega-Barrio	Superintendent	Superintendent@tisd.us
Ms. Marlene Bullard	Board President	marlene@tisd.us
Ms. Georgina Miramontes	SPED/504 Coordinator Diagnostician	MiramontesG@tisd.us
Mr. Luis Guerra	Finance-Executive Director	guerral@tisd.us
Mrs. Myrna Patti-Lopez	Principal	lopezmy@tisd.us
Ms. Anna Brew	Special Education Clerk	brewa@tisd.us

Attach additional sheets if necessary. Please return this form to Client Services. If you have any questions or need additional information, please contact Client Services at (800) 252-3405.

VIA FAX
(512) 467-9318

VIA MAIL
Client Services
Walsh Gallegos
P.O. Box 2156
Austin, TX 78768

VIA E-MAIL
info@wabsa.com

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY
CERTIFICATION OF FILING

Certificate Number:
2024-1186929

Date Filed:
07/12/2024

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Walsh Gallegos Kyle Robinson & Roalson P.C., or just Walsh Gallegos
Austin, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
Tornillo Independent School District

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
28264
Legal Services Retainer Agreement

4 Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
		Controlling	Intermediary
Robinson, Bridget	Austin, TX United States	X	
Kyle, Paige	Austin, TX United States	X	
Gallegos, Elena	Austin, TX United States	X	
Walsh, Jim	Austin, TX United States	X	

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is Joe De Los Santos, and my date of birth is 10/3/1971.

My address is 505 E. Huntland Drive, Suite 600 (street), Austin (city), TX (state), 78752 (zip code), USA (country).

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Travis County, State of Texas, on the 12th day of July (month), 2024 (year).

Joe De Los Santos, Managing Shareholder
Signature of authorized agent of contracting business entity (Declarant)

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Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Nancy Menjivar** whose contract number is **N/A** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$175 flat fee for student evaluations and a maximum of $80 total per ARD paperwork, ARD attendance, PLAAFP, G&O updates etc. $80 an hour for any related services provided and/or supervision of COTA services and a 1 hour travel time allowance** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation,

costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute

through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

6. This Agreement shall be construed and enforced in accordance with the laws of the State of Texas.

7. The Contractor affirms that this assignment does not create a conflict of interest with his/her business entity or present employer.

8. **Termination; Suspension.** Either party, the District or the Contractor, may void this contract with 30 days prior written notice of such intent. Written notice must be in the form of United Postal Return Receipt Mail. Termination or suspension shall be subject to the following:

(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

(b) By the Contractor. The Contractor may terminate this Agreement if the District fails to pay the Consultant in compliance with Paragraph 2 herein. Provided, however, that the Contractor must have first given the District written notice of such failure to pay and the District must have failed to cure such non-payment within twenty (20) days of receipt of such notice. The Contractor may also terminate this Agreement if the District suspends Contractor's performance of the Services for a period in excess of ninety (90) consecutive days.

9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the

Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

10. **Status of the Contractor.** The Contractor hereby represents, promises and warrants to the District: that the Contractor is financially solvent and possesses sufficient experience, all required licenses, authority, personnel and working capital to complete the Services required under this Agreement.

11. **Business Ethics Standards.** The Contractor hereby acknowledges that it has reviewed the District's business ethics policy attached hereto as Exhibit "C" and incorporated herein by reference for all purposes. The Contractor represents to the District that it has not violated such standards in its dealings with the District and covenants that it will abide by such standards in the Contractor's performance of this Agreement.

12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

13. **Confidentiality.** The District considers all non-public information concerning the Services to be performed under the terms of this Agreement as well as any reports or other documentation related thereto to be confidential and proprietary unless otherwise expressly indicated in writing by the District to the Contractor. The Contractor shall not release any non-public information to any third party without the prior written consent of the District. The Contractor understands that the District must release certain information under the Texas Public Information Act.

14. **Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

16. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same Agreement.

17. This is a federally funded position and subject to continued Federal Grant funding. The contractor agrees to assist the District in all time and effort requirements under the Federal Grant. Funds for this contract shall be sourced from IDEA-B federal funds (224) and local funds (199). All programs are subject to funding and award for the covered program.

NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Mrs. Meng... AM, Aug 22, 2024 10:56 MDT

Occupational Therapis | August 22

Contractor | **Title** | **Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____ _____

Superintendent | **Date**

TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)

Final Audit Report 2024-08-22

Created:	2024-08-22
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAVBBkhrdtPmBjTTEkXUGWCO6EtEwzNFaC

"TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)" History

Document created by Anna Brew (brewa@tisd.us)
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Signature Date: 2024-08-22 - 4:56:01 PM GMT - Time Source: server

Agreement completed.
2024-08-22 - 4:56:01 PM GMT

Tornillo Independent School District
Special Education Department
19200 Cobb Ave.
Tornillo, TX 79853

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this or the "Agreement") is entered into by and between the Tornillo Independent School District (hereinafter the "District") and **Mark Porras** whose contract number is **N/A** (hereinafter the "Contractor").

WHEREAS, the Contractor desires to perform the described services pursuant to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the District and the Contractor hereby agree as follows:

1. During the period beginning **September 01, 2024** and ending **August 31, 2025**, Contractor, as an independent contractor and not as an employee or agent of School District shall provide to the School District and complete during the effective dates of this contract the following services in a timely manner for the use and benefit of public education students in Texas:

Description of Services:

Contractor will provide special education related services according to each child's IEP Contractor will provide services on an "as needed" basis for Tornillo ISD students as arranged by the Special Education Department. Contractor will conduct evaluations, provide written reports, maintain and submit progress reports to parents. Contractor will maintain and submit service logs and session notes as directed. Contractor will assist and be a resource for school personnel and attend ARD's as needed. Contractor will provide goals/objectives as necessary. Contractor will be part of assessment team when required.

For the performance, satisfactory to the District, of the services described above, the District shall pay to the Contractor a fee equal to the amount quoted by the Contractor in his/her proposal in response to RFP No. 001-2019 or the sum of **$80 per hour for COTA service time** or the performance of the Contractor's duties under this contract, whichever is less, and computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. **The Contractor cannot work more than 30 consecutive *consultative* minutes at a time or more than 19.5 hours per week without prior written approval by TISD for either case. Also, contractor cannot exceed 90 days of work in a school year. The Contractor must notify TISD of any makeup time/work as soon as it becomes known to Contractor or made necessary.** The Contractor acknowledges and agrees that the compensation shall constitute full payment to the Contractor and shall include, without limitation, costs of all supplies, materials, equipment, travel expenses, lodging, meals and all other expenses of any kind or nature incurred by the Contractor in

the performance of the services described herein. The Contractor acknowledges and agrees that the compensation is a fixed sum which may only be adjusted in accordance with the terms and conditions of this Agreement and after written approval by the District. All payments due to the Contractor shall be made by a District check upon documentation required on a case by case basis. All documentation must be

submitted in proper form. All payments due to the Contractor shall be made in accordance with the District's payment policy and will be paid upon verification of receipt of services. **Such payments will be paid NET 30 days from the date of invoice. The Contractor further acknowledges and agrees that the District, in its sole discretion, shall have the right to retain up to _____ percent (___%) of each such monthly payment to ensure that the Contractor performs the services in accordance with the terms of this Agreement. Any amount retained by the District shall be paid by the District to the Contractor at the time of final acceptance by the District of the services. Services covered by this Agreement are subject to all applicable grant and program requirements and are contingent on funding of the applicable program.**

2. Any report(s) and any other documents prepared by the Contractor with respect to the services shall be the property of the District with all common law and statutory rights related thereto. The District shall have the right to use such documents for any purpose deemed appropriate by the District; provided however, the Contractor shall have no liability for any use of such documents by the District for any purpose unrelated to the Services.

THE DISTRICT'S REVIEW, APPROVAL OR USE OF ANY AND ALL DOCUMENTS PREPARED BY THE CONTRACTOR SHALL BE FOR THE DISTRICT'S SOLE PURPOSE AND SHALL NOT IMPLY THE DISTRICT'S REVIEW OF THE SAME, NOR OBLIGATE THE DISTRICT TO REVIEW SAME FOR QUALITY, COMPLIANCE WITH ALL APPLICABLE STATUTES, CODES, RULES AND REGULATIONS OR OTHER LIKE MATTERS. ACCORDINGLY, NOTWITHSTANDING THAT ANY DOCUMENTS PREPARED BY THE CONTRACTOR AND REVIEWED BY THE DISTRICT OR ANY AGENT OR EMPLOYEE OF THE DISTRICT, AND NOTWITHSTANDING ANY ADVICE OR ASSISTANCE WHICH MAY BE RENDERED TO THE CONTRACTOR BY THE DISTRICT OR THE DISTRICT'S AGENTS OR EMPLOYEES, INCLUDING BUT NOT LIMITED TO THE DISTRICT'S DESIGNATED REPRESENTATIVES, THE DISTRICT SHALL HAVE NO LIABILITY WHATSOEVER IN CONNECTION THEREWITH AND SHALL NOT BE RESPONSIBLE FOR ANY OMISSIONS OR ERRORS CONTAINED IN ANY SUCH DOCUMENT SUBMITTED TO THE DISTRICT FOR REVIEW AND APPROVAL AND ANY SUCH DISTRICT APPROVAL SHALL NOT CONSTITUTE A WAIVER OR RELEASE OF THE CONTRACTOR HEREUNDER OR AS PROVIDED BY APPLICABLE LAW. THE PROVISIONS HEREOF AND THE ENFORCEMENT OF SUCH PROVISIONS SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

3. The Contractor is serving as an independent contractor only, and this Agreement will in no way create any joint venture or employment relationship between the Contractor and the District. The Contractor shall

have no authority to bind the District in any contract, agreement or otherwise. The District shall have no obligation to: (i) provide training to the Contractor; (ii) instruct the Contractor as to when, where, or how the Contractor is to work; (iii) hire or supervise or pay any assistants for the Contractor; or (iv) furnish the Contractor with tools, materials or equipment. The District shall have no obligation to withhold from the compensation any taxes, FICA, or federal or state unemployment insurance premiums. The Contractor shall not accrue leave, retirement, insurance, bonding, retirement, profit-sharing or any other benefits which may or may not be afforded employees of the District.

4. Unless otherwise agreed to in writing by the parties, the Contractor acknowledges and agrees that the District shall have no duty to obtain and maintain any insurance including, but not limited to, a workers' compensation insurance policy, for the benefit of the Contractor. The Contractor hereby agrees to Workers' compensation insurance coverage that meets or exceeds legal requirements covering all of the Contractor's employees and such insurance policies as are set forth on Exhibit "B" attached hereto and incorporated herein by reference. If leased employees will be used, the Consultant shall provide the District with a copy of the leasing company's Texas State License and evidence of workers' compensation coverage insuring the leased employees.

5. The District and the Contractor are fully committed to working with each other and agree to communicate regularly with each other at all times so as to avoid or minimize disputes or disagreements with respect to the Services to be performed by the Contractor pursuant to the terms of this Agreement. If disputes or disagreements do arise, the District and the Contractor each commit to resolve such disputes or disagreements in an amicable, professional, and expeditious manner so as to avoid unnecessary losses, delays, and disruptions to completion of the Services. The District and the Contractor will first attempt to resolve any disputes or disagreements at the filed level through discussions between the parties' respective designated representatives. The Contractor shall continue to perform the Services and the District shall continue to satisfy its payment obligations to the Contractor pending the final resolution of any dispute or disagreement between the parties. If the parties are unable to resolve the dispute through discussions between their designated representatives, either party may file a written request for mediation with the other party. Such mediation will be conducted in accordance with the applicable mediation rules of the American Arbitration Association currently in effect. The parties shall share the costs of mediation equally. Unless otherwise agreed by the parties, the mediation shall be held in the City of El Paso, El Paso County, Texas. Any dispute which cannot be resolved by mediation may then be submitted to the appropriate state or federal court in the City of El Paso, El Paso County, Texas. In the event the efforts to resolve the dispute through mediation are unsuccessful, the Contractor hereby irrevocably submits generally and unconditionally for itself and in respect of its property to the jurisdiction of any state court, or any United

States Federal Court, sitting in the City of El Paso, El Paso County, Texas, over any suit, action or proceeding arising out of or relating to this Agreement. The Contractor further hereby irrevocably waives, to the fullest extent permitted by law, any objection that the Contractor may now or hereafter have to the laying of venue in any such court and any claims that any such court is an inconvenient forum. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees in addition to any other relief to which it may be entitled.

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(a) By the District. The District may terminate this Agreement immediately upon any breach of this Agreement by the Contractor. The District may also terminate this Agreement upon thirty (30) days written notice to the Contractor for the District's convenience and without cause. Upon written notice to the Contractor, the District may for its convenience and without cause suspend performance of the Services by the Contractor for a period not to exceed ninety (90) consecutive days. In the event of a suspension by the District, the District shall equitably adjust the terms of this Agreement, including compensation.

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9. **Indemnification**. The Contractor shall indemnify and hold harmless the District, its Board of Trustees, employees, agents and representatives (the "Indemnified Parties") from all losses, claims, liabilities, injuries, damages, actions or causes of action, and any costs and expenses, including, without limitation, reasonable attorney's fees, of any type or description, brought, asserted or made for or on account of any injuries or damages received or sustained by any person or person (including, without limitation, one of the Indemnified Parties) or property, arising out of, relating to, or occasioned by the performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants,

subcontractors or employees related to the Services and its duties and obligations under or pursuant to this Agreement, whether or not any other party contributes to such performance or lack of performance, errors, omissions, negligence or intentional acts of the Contractor, its agents, consultants, subcontractors or employees. Upon demand by the District, the Contractor shall diligently defend any indemnified matter relating to the Services and which is made or commenced against the District, whether alone or together with the Contractor or any other person, all at the Contractor's own cost and expense and by counsel to be approved by the District in the exercise of its reasonable judgment. In the alternative, at any time the District may elect to conduct its own defense through counsel selected by the District and at the cost and expense of the Contractor. Nothing in this paragraph shall limit or impair any rights or remedies of the District against the Contractor or any other person under any other provision of this Agreement or under applicable law. The Contractor shall not be required to indemnify the District if such indemnification would be a violation of a Texas statute. The terms of this paragraph shall survive the termination of this Agreement.

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12. **Criminal Background Check.** Any Contractor employees having direct contact with students must submit to a criminal background check as required by Texas law.

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14**. Assignment**. The Contractor agrees that the duties and obligations of the Contractor under this Agreement are not assignable or transferable and the Contractor agrees not to subcontract any of the Services to be performed hereunder, without the prior written approval of the District.

15. **Entire Agreement.** This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

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NOTWITHSTANDING ANY PROVISIONS HEREIN CONTAINED TO THE CONTRARY: (i) THE TORNILLO INDEPENDENT SCHOOL DISTRICT DOES NOT WAIVE SOVEREIGN IMMUNITY BY ITS EXECUTION OR DELIVERY OF THIS AGREEMENT OR BY ANY CONDUCT OF ITS REPRESENTATIVES UNDER THIS AGREEMENT; AND (ii) THE DISPUTE RESOLUTION PROCESS HEREIN PROVIDED DOES NOT AFFECT THE TORNILLO INDEPENDENT SCHOOL DISTRICT'S RIGHT TO ASSERT ALL CLAIMS AND DEFENSES IN ANY LEGAL PROCEEDING.

AGREED and ACCEPTED on behalf of Contractor to be effective on the earliest date written above by the person authorized to bind contract.

Mark Portras (Aug 23, 2024 11:33 MDT)

	COTA	08/23/24
Contractor	**Title**	**Date**

AGREED and ACCEPTED on behalf of District this _____ day of _____, by a person authorized to bind School District.

_____ _____

Superintendent **Date**

Tornillo Independent School District
19200 Cobb Ave. | PO Box 170
Special Education Department
Tornillo, TX 79853

TEMPLATE - SpED Professional Services Agreement - P.Mata 8.20.19 (00289187.DOCX;1)

Final Audit Report 2024-08-23

Created:	2024-08-16
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Status:	Signed
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Signer Mr. Porras (ttrublue31@icloud.com) entered name at signing as Mark Porras
2024-08-23 - 5:33:17 PM GMT

Document e-signed by Mark Porras (ttrublue31@icloud.com)
Signature Date: 2024-08-23 - 5:33:19 PM GMT - Time Source: server

Agreement completed.
2024-08-23 - 5:33:19 PM GMT

Adobe Acrobat Sign

IN THE STATE OF TEXAS
COUNTY OF EL PASO

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS PURSUANT TO CHAPTER 37 OF THE TEXAS EDUCATION CODE

This Interlocal Agreement is made by and between the El Paso County Juvenile Board, hereinafter referred to as the "Board", and the Ysleta Independent School District, hereinafter referred to as "YISD", Ysleta Board of Trustees, hereinafter referred to as "YISD Board"; El Paso Independent School District, Anthony Independent School District, Canutillo Independent School District, Socorro Independent School District, Fabens Independent School District, San Elizario Independent School District, Tornillo Independent School District, and Clint Independent School District, hereinafter collectively referred to as "Districts" and individually as a "Participating District", and are joined for purposes of establishing the respective responsibilities of the Board and the Districts. Nothing herein shall create a direct contractual relationship between the Districts and YISD in its capacity as provider agent or provider of Juvenile Justice Alternative Education Program (JJAEP) services.

The purpose of this Agreement is for the establishment by the Board of a JJAEP approved by the Texas Juvenile Justice Department (TJJD) and operated by the YISD, for the Districts' students as permitted by § 37.011(e) of the Texas Education Code. This Agreement will serve to combine into one system the operational, programmatic, and educational standards for the JJAEP required by the Texas Education Code § 37.011(e) and Title 37, Chapter 348 of the Texas Administrative Code. The JJAEP shall serve, and the El Paso County Juvenile Probation Department shall be responsible for funding, only placements of students enrolled in the Participating Districts who have been expelled from school for conduct for which expulsion is mandatory under Texas Education Code §37.007(a), (d), and (e). El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for students expelled from their home schools under Texas Education Code, Chapter 37. Academically, the mission is to enable students to perform at grade level, while empowering them to achieve both academic and personal development. The program shall be located at YISD's Cesar Chavez Academy, 7814 Alameda Ave, El Paso, Texas, 79915.

DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For provision of JJAEP services, in consideration for YISD's operation of the educational component of the JJAEP and acting provider for the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to pay YISD the amount approved per day by the Texas Juvenile Justice Department for each YISD or other Participating District student's enrollment in the JJAEP, utilizing state-appropriated funds from the Texas Juvenile Justice Department funds for the applicable school year, and pass-through funding provided by the Participating Districts. Texas Juvenile Justice Department funds include settle-up funds due to unexpended year-end balances. It is understood by YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. Said fee will be paid to the attention of YISD's Chief

Financial Officer on a quarterly basis, with the first payment due December 15 of the applicable school year, with all fees paid no later than 60 days following the conclusion of the respective school year.

The Board and the JJAEP Administrator will monitor compliance and performance and will conduct an annual JJAEP Performance Review between the conclusion of the school year and prior to the next school year to determine JJAEP effectiveness. The JJAEP Administrator will also conduct an annual JJAEP Management Review of the overall JJAEP operations before the beginning of the next year. The JJAEP Administrator will provide copies of both reports to the YISD School Board President, Trustees, and the Superintendent within 30 days of Juvenile Board review.

DUTIES OF YISD AND THE DISTRICTS

YISD shall provide facilities, personnel, and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Texas Administrative Code, Chapter 348, as permitted by § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. YISD shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards, and Texas Administrative Code Standards under Chapter 348. Based on current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students ("capacity").

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348), the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of SY 2024-2025 and as the plan is revised throughout the school year in relation to JJAEP matters.

Each Participating District, including YISD, agrees to fulfill requirements pursuant to this Agreement and as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures and Standards and the Texas Administrative Code Standards in order to facilitate a successful transition to and from the JJAEP.

TERMS OF PLACEMENT DUE TO EXPULSION

In order to be expelled for placement in the JJAEP, a Participating District must expel students pursuant to a mandatory expulsion offense listed in § 37.007(a), (d), or (e) of the Texas Education

Code. A list of the applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")** attached hereto. Furthermore, to be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one calendar year. The maximum term may not exceed one calendar year unless the student has been expelled for longer than one calendar year, in accordance with law and Participating District policy. Pursuant to § 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior, as defined by § 37.007(c). However, under this Agreement, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in Exhibit A.

To be placed in JJAEP, a student must be aged ten (10) and over and in the 6th grade or higher. The Participating District will fully consider all mitigating factors, exhaust all appeals, and explore all alternative DAEP placements before determining to place the student in JJAEP. The Participating District is aware and agrees that eligible elementary students who are ten (10) years of age and in the 6th, grade shall be placed and will receive educational services with middle school students at Cesar Chavez Academy's Middle School. Such placement in JJAEP will not exceed twenty (20) school days, and enrollment of any elementary school student will not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary levels. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students at JJAEP.

The Participating District must provide a copy of the expulsion notice and all required information to the El Paso County Juvenile Probation Department pursuant to § 37.007 of the Texas Education Code and § 52.041 of the Texas Family Code no later than two (2) school days after the final appeal hearing is concluded and the decision to expel is upheld. Failure to provide such written notice shall result in the student remaining in the Participating District's alternative education program. The expulsion packet must include the expulsion notice and parent/guardian notification containing the student's name, DOB, ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term (specific end date), review date, and any special programs such as SPED or 504 documentation.

Upon JJAEP formal acceptance by the JJAEP Administrator, the Participating District agrees to immediately provide all necessary school withdrawal and educational records, including transcripts and any special education paperwork, to the JJAEP Campus to ensure the development of an appropriate and timely JJAEP entry educational plan within three (3) school days of the JJAEP acceptance determination. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District(s) and JJAEP Campus agree to timely and collaboratively facilitate the completion of the JJAEP Intake at the JJAEP Campus within seven (7) to ten (10) school days of JJAEP acceptance. The aim will be to minimize a student's unnecessary delay or lapse in JJAEP attendance or access to educational services under JJAEP. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances. In those situations, the parties agree to provide at least three (3) school days

advance notice prior to the scheduled intake. Any youth placed in the sending school's Disciplinary Alternative Education Program (DAEP), while pending intake or on the waiting list for JJAEP placement will have those days towards credited towards their JJAEP term of placement.

If students are expelled and accepted into the JJAEP but do not enroll because their parents/guardians withdraw them, the student will remain eligible for JJAEP expulsion upon re-enrollment in a local school district. However, the expelling school district must hold another expulsion hearing and provide a new expulsion term along with the required expulsion packet. Participating Districts shall adhere to the guidelines established under Texas Education Code §§ 37.302, 37.303, 37.304, 37.305, 37.306, 37.307, 37.308, 37.309, 37.310, and 37.311 for students placed in a JJAEP due to an offense requiring sex offender registration. Participating Districts must also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Pending acceptance, Participating Districts may place expelled students in their own district's DAEP. Students shall be accepted into JJAEP in the order placed on the waiting list; provided, however, that a student will be accepted only if there are a minimum of forty-five (45) days remaining in the term of expulsion. Students expelled for violence, a felony terroristic threat, or a firearm offense will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit. Additionally, JJAEP will not accept any referrals within the last three weeks of YISD's instructional school year. Referrals submitted during this period shall be denied placement, and the referred student will remain the responsibility of the Participating District to place in its own DAEP for the remainder of the school year.

SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for thirty-two (32) students. However, the Parties agree that special circumstances may arise if JJAEP reaches 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such cases, the Parties agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of one hundred (100) school days, with the "75-day placement review" occurring at an earlier date acceptable to the Participating District. Such limitation shall not apply to students expelled for offenses involving firearm or those determined by the Participating District, with the concurrence of the JJAEP Administrator, to present an ongoing threat to the safety of other students or district employees.

In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.

TERMS OF EXIT

A JJAEP student must be removed from the JJAEP upon completion of the earliest of the following: completion of the court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term which was the basis of the JJAEP placement, a Participating

District decision to remove the JJAEP student from JJAEP placement due to 75-day (or earlier if special circumstances exist) placement review hearing decision, decline or dismissal of the JJAEP felony charge by the Court or Prosecutor, withdrawal from JJAEP by student's parent/guardian, or withdrawal from JJAEP due to "Inactive" Status of thirty (30) consecutive school days. Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation.

The Participating District agrees to attend and cooperate with YISD in the JJAEP Exit Transition Meeting to jointly develop an appropriate written exit plan from the JJAEP and transition plan to reintegrate the student into his/her home school. An academic review will be provided, including a review of courses attended, credits earned, credits pending, attendance records, discipline reports, follow-up areas, state assessments and/or IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the development of the student's return schedule, outline strategies that will be implemented upon the student's return to home school, and link the student to the Community In Schools (if applicable), the graduation coach, the at-risk coordinator or designated Participating District staff charged with support and re-entry services. In order to promote a successful transition and long-term success, the JJAEP Exit Transition Meeting will occur prior to the youth's withdrawal from the JJAEP and will include the home school (returning) Campus Administrators or designee, YISD Campus Administrators, assigned Probation Officer or JPD representative, the student and the student's parent or guardian.

For a student expelled and placed in a JJAEP for a term of 75 school days or more, Participating Districts agree to attend a review upon the student's 75th school day in JJAEP placement to consider early removal from the JJAEP based on the youth's academic progress and/or other factors that may compel an early release from the JJAEP. On a case-by-case basis, upon the commencement of the school year, the JJAEP will hold, and Participating Districts will attend a placement review for returning JJAEP students who carried over from the prior school year, have met the 75th day placement day in JJAEP, and are recommended for early release based on progress and/or other factors. The JJAEP agrees to facilitate placement review hearings and coordinate with the student's home district/campus.

CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP which will serve students from YISD and Participating Districts. The JJAEP will comply with all applicable requirements under Chapter 37 of the Texas Education Code, the State Board of Education, Texas Administrative Code Chapter 348, and the Texas Juvenile Justice Department. This includes, but is not limited to, providing a curriculum in English Language Arts, Mathematics, Science, Social Studies, Self-Discipline, and a high school equivalency program that meets requirements under Texas Administrative Code, Chapter 348.206 (b)(3) and administration of assessment instruments under Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023 of the Texas Education Code. YISD and Participating Districts agree

to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test and development of an academic plan tailored to each student's educational needs based on the ITBS data. Each student serving a minimum of seventy-five (75) school days shall be pre-tested no more than ten (10) school days after enrollment into the JJAEP, and each student serving a minimum of sixty-five (65) school days in the JJAEP will be post-tested prior to exit from the JJAEP.

YISD shall work with student and their parents/guardians to review the student's academic progress at least twice during JJAEP placement and establish a specific graduation plan for high school students. At a minimum, an educational review will occur at the JJAEP Intake and at the JJAEP Exit Transition Meeting. During the intake meeting, YISD shall require the participation and input of the student's corresponding counselor or assistant principal from the Participating District to assist in decisions regarding student retention or promotion in accordance with applicable law and YISD policy. YISD reserves the right to conduct transition or grade placement conferences to better determine grade promotion for any students placed at JJAEP near the end of the school year.

The JJAEP shall operate for at least 7 hours a day for 180 school days, equating to 75,600 minutes of school. These minutes include lunch and passing times and do not include early release, bad weather, or waiver days. A JJAEP student is noted as present if the student attends instructional time for a minimum of 4 hours per day. Attendance days are verified using sign-in sheets and attendance records for each enrolled JJAEP student. If a JJAEP student is detained/incarcerated, absent for a minimum of 10 consecutive school days, documented as a runaway, has an extended illness or medical reason, or is admitted for inpatient services, the student will be noted as inactive status. Such coding shall not be counted as absent or present from the JJAEP. A student maintained on inactive status for 30 consecutive school days shall be withdrawn on the 31st inactive day.

The JJAEP must provide the Juvenile Probation Department with monthly attendance records of all students enrolled in the JJAEP. YISD agrees to complete the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** on a monthly basis on or before the 3rd calendar day of each month. If the 3rd calendar day of a month falls on a weekend or holiday, the report is due the next business day. YISD agrees that subsequent payments pursuant to this Agreement shall be paid based upon the information reported on the JJAEP attendance records and Monthly Activity Report (MAR).

YISD agrees to serve youth up to the compulsory school attendance age, which has been raised to the student's 19th birthday. YISD shall utilize attendance procedures that encourage campus staff to engage with families to determine the root causes of failure to attend school. Parents/Guardians should immediately be notified of any unexplained absence, followed by other interventions such as phone calls and/or home visits to find the issue behind repeated unexcused absences. If an issue preventing attendance is identified, the JJAEP Campus Administrator or designee should determine appropriate Truancy Prevention Measures (TPM) and adhere, as much as possible, to the El Paso County Truancy Prevention Plan. TPM may include a plan to address specific behaviors contributing to truancy, counseling, mediation, or in-school or out-of-school suspension. If truancy measures as outlined in the El Paso County Truancy Prevention Plan fail, then YISD shall refer students to the District Attorney's Office or Truancy Court authorities in accordance with the

timelines for JJAEP youth, which is within two (2) school days. YISD must have written policies and procedures specifying which staff member is responsible for reporting absences by email transmission to the sending school and frequency. The JJAEP Administrator must be copied on said email transmission.

YISD agrees to provide written notification of school matters to a JJAEP student who is 18 years or older and acknowledges that notification is not required to be given to a parent or guardian unless the student has provided written consent, the student has a disability and has provided consent as outlined under Chapter 1357 of the Texas Estates Code, or the student is a dependent as defined in Section 152 of the Internal Revenue Code and notification is required under the Individuals with Disabilities Education Act (IDEA) before the student reached 18 years of age.

PLACEMENT OF STUDENTS WITH DISABILITIES / ADMISSIONS, REVIEW, AND DISMISSAL

YISD shall provide educational services to those students eligible under the Individuals with Disabilities Education Act (IDEA), § 504 of the Rehabilitation Act of 1973, and English as a Second Language (ESL) programs. The placement of a student with a disability receiving special education services into the JJAEP must comply with Title 20 of the United States Code, Chapter 33. Special education services must continue to provide all related services as outlined in the student's Individualized Education Plan (IEP).

Participating Districts may expel a student with a disability identified under the Individuals with Disabilities Education Act (IDEA) or §504 of the Rehabilitation Act of 1973 for mandatory expulsion offenses involving weapons, illegal drugs, controlled substances, or inflicting serious bodily injury on another person at school, on school premises, or at a school function (Title 20 of the United States Code § 1415(k) and Title 34 of the Code of Federal Regulations § 300.520) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee meeting is held. If the ARD or 504 committee determines that the alleged misconduct is not a manifestation of the student's disabilities, the student may be expelled for a minimum of seventy-five (75) school days, but only **up to forty-five (45) days** if the alleged misconduct ***is*** a manifestation of the student's disabilities.

Participating Districts agree to invite a representative of the JJAEP Campus to an incoming JJAEP student's ARD committee meeting as a non-consensus member. The Participating District shall provide reasonable notice of the ARD committee meeting to the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee agrees to attend the incoming JJAEP student's ARD committee meeting. Attendance of said meeting is essential in preparation of the incoming students' special education service needs.

If a student is enrolled in special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal (ARD) report. The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting documentation, the manifestation determination ARD meeting documentation, and the most recent evaluation of eligibility for special education services.

If the JJAEP suspects that a student who has not been previously qualified as a student with disabilities under IDEA may be eligible for services in the future, it shall refer the student to their school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.

ESL SERVICES

The JJAEP, in collaboration with the sending Participating District, must ensure that a non-English-speaking student or a student who speaks English as a second language receives ESL services and instruction appropriate to address their needs, as determined by a Language Proficiency Assessment Committee (LPAC). These determinations must be documented.

TRANSPORTATION SERVICES

Transportation of students attending the JJAEP will be the sole and exclusive responsibility of the student's Sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. The Sending District's transportation plan for its student(s) must acknowledge and adhere to YISD's board approved calendar **(EXHIBIT "H")** then in place; and in doing so, observe all YISD approved Professional Development days, early release, holiday closures, intersession, Spring Break, start and end of instructional year, and other calendar conflicts and shall make any modifications necessary to its student transportation plans. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, including an invitation to parents/guardians, will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from the JJAEP and returned to the sending school district.

POLICY AND PROCEDURES AND STUDENT CODE OF CONDUCT

YISD shall follow the programmatic and process components of the JJAEP as outlined in the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES AND STANDARDS**, attached hereto as (**EXHIBIT "D").** References in Exhibit D to "JJAEP Campus" shall refer to YISD's JJAEP Campus and its operations and staff unless the context clearly indicates otherwise. YISD shall establish and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** to supplement, but not replace, the YISD Student Code of Conduct in accordance with Texas Education Code § 37.001 and as required by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, and the JJAEP Administrator agree to engage in collaborative activities and attend quarterly meetings to educate, discuss, and problem-solve any areas of concern, as well as provide updates on policy revisions or legislative changes that may impact JJAEP Campus operations and services. These meetings and activities shall be used to enhance or make changes to the El Paso County JJAEP Policies, Procedures and Standards, the El Paso County JJAEP Student Code of Conduct, and the El Paso County JJAEP Memorandum of Understanding. All documents

must be approved by the El Paso County Juvenile Board, YISD School Board, and Participating Districts' School Boards, and must be submitted to the Texas Juvenile Justice Department.

JJAEP EDUCATIONAL STAFF

JJAEP educational staff members shall be employees of YISD and shall be subject to the personnel policies of the YISD and their respective Employee Code of Conduct. YISD further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members as described in this paragraph, do not have a "Disqualifying Criminal History". YISD shall ensure that all JJAEP staff members, including temporary, seasonal, substitute employees, or volunteers have completed and passed a background check **prior to having "direct" contact with JJAEP students**. YISD agrees for all JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) operating under the JJAEP to attend the JJAEP New Employee Orientation and the JJAEP Annual Refresher as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned by YISD to work with JJAEP students. YISD will provide verification that any required certifications are current, and that the individual has completed all training required by this chapter. YISD shall certify through the signature of the authorized Human Resource representative that their employee meets the required qualification for the position held. For carry-over YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified yearly and submitted to JPD/County no later than October 15th for each year.

YISD agrees to comply with Texas Administrative Code, Chapter 348.200(g)(4) regarding adequate number of supervision staff members. YISD must ensure that all JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) that do not meet the "professional" (certified teachers, student aides, paraprofessionals, nurse, physicians, commissioned law enforcement officers, etc.) designation remain current through YISD training on Crisis Prevention Intervention, CPR, and First Aid training. Teacher aides and Community in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification approved by TJJD as they are not employed by a juvenile probation department or juvenile facility.

Pursuant to Texas Administrative Code § 350.100, the JJAEP is considered a Juvenile Justice Program, and thus any YISD employees must adhere to the standards outlined under Texas Administrative Code, Chapter 358 (Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents) for students served under the JJAEP. YISD must assure that its employees and JJAEP Campus Administrators are familiar and adhere to the Texas Administrative Code, Chapter *358, Identifying, Reporting, Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents; and required timelines; and Prison Rape Elimination*

Act. These statutory provisions require individuals to report physical, sexual, and/or mental health child abuse, neglect, and exploitation within specific timelines and require that all JJAEP campus personnel emphasize a zero-tolerance policy regarding any forms of sexual and physical abuse.

In the event of such incidents, YISD personnel shall also complete the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")** and transmit these forms along with any applicable documentation via email and phone call to: 1-877-786-7263 and abuseneglect@tjjd.texas.gov and to JPD/County. YISD also agrees to report incidents to law enforcement as required by Texas Administrative Code Chapters 348, and/or 358 and will also forward the report to the JJAEP Administrator via email by next workday.

RECORDS AND RETENTION

YISD shall maintain and make available for inspection, audit, or reproduction by an authorized representative of El Paso County, the El Paso County Juvenile Probation Department, or the State of Texas, or Federal government, books, documents, and other evidence pertaining to the cost and expenses of the operation of the JJAEP under this Agreement, hereinafter called the "Records." YISD shall maintain Records and documents for a minimum of seven (7) years after the end of the contract period. In the event that any litigation, claim, or audit involving these "Records" commences before the seven (7) year period expires, the YISD contractor must retain "Records" and documents for not less than seven (7) years or until all litigation, claims, or audit findings are resolved; whichever is later.

SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow YISD to submit a grant for eligible JJAEP funds from the State and to reasonably cooperate in submission of such application. Priority of funds obtained from the State will be utilized to offset educational expenses of Participating District, including YISD, and any remaining funds may be allocated for the expansion and improvement of the JJAEP.

EFFECTIVE DATE

This Agreement shall become effective on July 29, 2024, regardless of the date of execution by the parties. The parties agree that the authorized signature of any other Participating District who may join by counterpart creates a binding offer of such Participating District to participate in the establishment and operation of the JJAEP and shall be effective as to all signatories at such time as it is signed by YISD.

TERMINATION

This Agreement shall be in effect until July 31, 2025. The "Board" or "YISD" may give 30 days' written notice of termination. Notice of termination by any Participating District received by the YISD shall constitute effective notice of termination as to such party only and shall be effective at the end of

the then current contract year. The interlocal may be renewed for a maximum of two (2) one (1) year options upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, Participating Districts, and the Juvenile Board agree that changes to the JJAEP Policy, Procedures and Standards, JJAEP Student Code of Conduct, and JJAEP Interlocal Agreement, may be approved with written agreement by YISD and the El Paso County Juvenile Board.

NOTICE

Notice to parties under this Agreement shall be sent by certified mail, return receipt requested, to those persons identified below in this agreement attached hereto and incorporated herein for all purposes and such persons as may be identified for purposes of notice by Districts which have joined in the Agreement by counterpart and maybe represented in this agreement. (See attached listing of contacts and address information).

SEVERABILITY

If any part of this Agreement is held to be illegal, such part shall be deemed severable, and the remaining parts shall nevertheless be binding.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties, and any prior understandings, written or oral agreements between them, are merged into the Agreement.

INSPECTION OF RECORDS

Upon request by a party, all records of YISD made and kept pursuant to this Agreement are available for inspection at any time mutually convenient to YISD and the party, subject to the requirements of the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232g and the Texas Government Code Chapter 552, Public Information Act. Any cost of such inspection or copying shall be borne by the party requesting said services.

EXECUTION

This Agreement may be executed jointly or in counterpart, and the authorized signature upon a counterpart of any Participating District, whether or not named above, creates the same binding commitment between the parties as if the Participating District had jointly executed this document, provided this Agreement is executed by YISD**.**

EQUAL EMPLOYMENT POLICIES

YISD affirms that it is an equal opportunity employer and does not discriminate on the basis of race, color, national origin, religion, sex, disability, genetic information, or age in its programs, activities, or employment.

FAILURE TO PAY

In the event the Board fails to make payments to YISD under the terms and conditions of this Agreement within the times set forth herein, YISD may terminate this Agreement, but only if the Board has failed to make such payments following thirty (30) days' written notice to cure from YISD. YISD may not terminate this Agreement after giving such notice unless YISD has first made itself available to meet with the Board to attempt in good faith to resolve the matter.

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 § 37.011(o).**CHANGE OF CAMPUS LOCATION**

A notice of a change of campus location shall be given thirty (30) days in advance or as soon thereafter as possible. An amendment to this Agreement is not required for purposes of a change of campus.

CONFLICT RELATED DOCUMENTS

In the event of a conflict or inconsistency related to the subject matter hereof between any of the terms of the following documents, the following order of precedence shall control: The El Paso County Juvenile Probation Department Policies, Procedures and Standards for Juvenile Justice Alternative Education Program and its accompanying exhibits.

YISD INTERLOCAL SY 2024-2025
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District James R. Pendell, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Sylvia Gonzales, Board President	821 NE "G" Avenue Fabens, Texas 79838
San Elizario Independent School District Eduardo Chavez, Board President	1050 Chicken Ranch Road San Elizario, Texas 79849
Socorro Independent School District Michael A. Najera, Board President	12440 Rojas Drive El Paso, Texas 79928
Tornillo Independent School District Marlene Bullard, Board President	19200 Cobb Avenue Tornillo, Texas 79853
Ysleta Independent School District Cruz A. Ochoa, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Israel Irrobali, Board President	1014 N. Stanton Street El Paso, Texas 79902
Anthony Independent School District Angel J. Cuellar, Board President	840 6th Street Anthony, Texas 79821
Canutillo Independent School District Armando Rodriguez, Board President	7965 Artcraft Road El Paso, Texas 79932
El Paso County Juvenile Probation Department Rosie Medina, Chief Juvenile Probation Officer	6400 Delta Drive El Paso, Texas 79905
El Paso County Juvenile Board Honorable Yahara Lisa Gutierrez, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2024-2025 INTERLOCAL EXHIBIT LISTING

EXHIBIT A - MANDATORY EXPULSIONS OFFENSE CODES

EXHIBIT B - JJAEP SCHOOL RECORDS REQUEST FORM

EXHIBIT C - JJAEP MONTHLY ACTIVITY REPORT (MAR)

EXHIBIT D - EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP POLICIES, PROCEDURES, AND STANDARDS

EXHIBIT E - EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (SCC)

EXHIBIT F - JJAEP HR RECORDS AND CERTIFICATION FORM

EXHIBIT G - TJJD INCIDENT REPORT FORM

EXHIBIT G-1 - TJJD INTERNAL INVESTIGATION REPORT FORM

EXHIBIT H - YISD 2024-2025 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: _____
Honorable Judge Yahara ~~Lisa~~ Gutierrez
65th District Court

Date: 8-1-2024

APPROVED AS TO CONTENT:

Rosie Medina
Chief Juvenile Probation Officer, Rosie Medina

8/1/2024
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By: Kathryn R. Lucero
Kathryn R. Lucero, Board Secretary

Date: 06/18/2024

YSLETA INDEPENDENT SCHOOL DISTRICT

By: Cruz A. Ochoa Jr.
Mr. Cruz A. Ochoa, Board President

Date: 06/18/2024

Chief Counsel for YISD

By: Mata
Priscilla Mata

Date: 06/18/2024

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By:_____
Board Secretary

Date:_____

TORNILLO INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Marlene Bullard, Board President

Date:_____

Juvenile Justice Alternative Education Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2023/24 and 2024/25 School Years

New items shown in italics

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	*Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]*	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory
37.007B1D	False Alarm or Report [PC 42.06] [EC 37.007(b)(1)]	Discretionary
37.007B1E	Terroristic Threat [PC 22.07] [EC 37.007(b)(1)]	Discretionary

Offense Code	Offense Description	Offense Type
37.007B2A	*Felony marijuana or THC [HSC 481] [EC 37.007(b)(2)(A)(i); 37.006(a)(2)(C-1)*	**Discretionary**
37.007B2A1	Misdemeanor Marijuana [HSC 481] [EC 37.007(b)(2)(A)(i)]	Discretionary
37.007B2A1B	Misdemeanor Controlled Substance [HSC 481] [EC 37.007(b)(2)(A)(i)] [EC 37.006(a)(2)(C)]	Discretionary
37.007B2A2	Misdemeanor Dangerous Drug [HSC 481] [EC 37.007(b)(2)(A)(ii)]	Discretionary
37.007B2A3	Alcohol [HSC 481] [EC 37.007(b)(2)(A)(iii)] [EC 37.006(a)(2)(D)]	Discretionary
37.007B2B	Glue or Aerosol Paint [HSC 485.031-485.034] [EC 37.007(b)(2)(B)]	Discretionary
37.007B2CA	Assault on a Volunteer [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2CB	Assault on an Employee [PC 22.01(a)(1)] [EC 37.007(b)(2)(C)]	Discretionary
37.007B2D	Deadly Conduct [PC 22.05] [EC 37.007(b)(2)(D)]	Discretionary
37.007B3A	Non-School Student on Student Aggravated Assault, Sexual Assault, or Aggravated Sexual Assault [EC 37.007(b)(4)]	Discretionary
37.007B3B	Non-School Student on Student Murder, Capital Murder, or Attempted Murder/Capital Murder [PC 19.02 or 19.03] [EC 37.007(b)(4)]	Discretionary
37.007B3C	Non-School Student on Student Aggravated Robbery [EC 37.007(b)(4)]	Discretionary
37.007B4	On or within 300 Ft Rule – Mandatory Offense or Possession of Firearm [EC 37.007(b)(3)]	Discretionary
37.007B5	Breach of Computer Security School Network [PC 33.02] [EC 37.007(b)(5)]	Discretionary
37.007C	Serious Misbehavior [EC 37.007(c)]	Discretionary
37.007D(D)	Retaliation [EC 37.007(d)]	Discretionary
37.007F	Felony Criminal Mischief [PC 28.03] [EC 37.007(f)]	Discretionary
37.309	Registered Sex Offender [EC 37.309]	Other
PROBCO1	Probation Placement	Other
PROBCO2	Court Order	Other
37.0081B	Title 5 Felony Murder [PC 19.02] [EC 37.0081(a)]	Discretionary
37.0081C	Title 5 Felony Capital Murder [PC 19.03] [EC 37.0081(a)]	Discretionary
37.0081D	Title 5 Felony Manslaughter [PC 19.04] [EC 37.0081(a)]	Discretionary
37.0081E	Title 5 Felony Criminal Negligent Homicide [PC 19.05] [EC 37.0081(a)]	Discretionary
37.0081F	Title 5 Felony Unlawful Restraint [PC 20.02] [EC 37.0081(a)]	Discretionary
37.0081G	Title 5 Felony Kidnapping [PC 20.03] [EC 37.0081(a)]	Discretionary
37.0081H	Title 5 Felony Aggravated Kidnapping [PC 20.04] [EC 37.0081(a)]	Discretionary
37.0081I	Title 5 Felony Smuggling of Persons [PC 20.05] [EC 37.0081(a)]	Discretionary
37.0081I2	*Title 5 Felony Continuous Smuggling of Persons [PC 20.06] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081J	Title 5 Felony Trafficking of Persons [PC 20A.02] [EC 37.0081(a)]	Discretionary
37.0081J2	*Title 5 Felony Continuous Trafficking of Persons [PC 20A.03] [EC 37.0081(a)(1)(A)(i)]*	Discretionary

Offense Code	Offense Description	Offense Type
37.0081K	Title 5 Felony Indecency with a Child [PC 21.11] [EC 37.0081(a)]	Discretionary
37.0081K2	*Title 5 Felony Continuous Sexual Abuse of Young Child or Disabled Individual for 17+ kids [PC 21.02] [EC (a)(1)(A)(i)]*	Discretionary
37.0081K3	*Title 5 Felony Bestiality [PC 21.09] [EC(a)(1)(A)(i)]*	Discretionary
37.0081L	Title 5 Felony Invasive Visual Recording [PC 21.15] [EC 37.0081(a)]	Discretionary
37.0081L2	*Title 5 Felony Unlawful Disclosure or Promotion of Intimate Visual Material [PC 21.16] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L3	*Title 5 Felony Voyeurism [PC 21.17] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081L4	*Title 5 Felony Sexual Coercion [PC 21.18] [EC 37.0081(a)(1)(A)(i)]*	Discretionary
37.0081M	Title 5 Felony Assault [PC 22.01] [EC 37.0081(a)]	Discretionary
37.0081N	Title 5 Felony Sexual Assault [PC 22.011] [EC 37.0081(a)]	Discretionary
37.0081P	Title 5 Felony Aggravated Assault [PC 22.02] [EC 37.0081(a)]	Discretionary
37.0081Q	Title 5 Felony Aggravated Sexual Assault [PC 22.021] [EC 37.0081(a)]	Discretionary
37.0081R	Title 5 Felony Injury to a Child, Elderly Individual, or Disabled Individual [PC 22.04] [EC 37.0081(a)]	Discretionary
37.0081S	Title 5 Felony Abandoning or Endangering Child [PC 22.041] [EC 37.0081(a)]	Discretionary
37.0081T	Title 5 Felony Deadly Conduct [PC 22.05] [EC 37.0081(a)]	Discretionary
37.0081U	Title 5 Felony Terrorist Threat [PC 22.07] [EC 37.0081(a)]	Discretionary
37.0081V	Title 5 Felony Aiding Suicide [PC 22.08] [EC 37.0081(a)]	Discretionary
37.0081W	Title 5 Felony Tampering with Consumer Product [PC 22.09] [EC 37.0081(a)]	Discretionary
37.0081X	Title 5 Felony Harassment by Persons in Certain Correctional Facilities; Harassment of Public Servant [PC 22.11] [EC 37.0081(a)]	Discretionary
37.0081Y	Aggravated Robbery [PC 29.03] (EC 37.0081(a)]	Discretionary
DOI	Offense Identified in District of Innovation (DOI) Plans Provided by Sending School District	Discretionary
37.0052	Placement or Expulsion of Student Who Has Engaged in Certain Bullying Behavior [EC 37.0052)]	Discretionary

César Chávez Academy

7814 Alameda Ave., El Paso, TX 79915
Main: (915) 434-9600 Fax: (915) 434-9833

Reason Code: _____
Action Code: _____

REVISED 2/22/22

Intake Date: _____Time: _____

Exit Date: _____

Please make sure all fields are complete and all documents are sent to CCA, if not this could delay the students intake date.

JJAEP Intake Packet Checklist

Date: _____ Home School: _____

Student Name: _____ Student ID# _____ Grade: _____

Home Address: _____ DOB: _____ SS# _____-_____-_____

Reason for Placement: _____ **Placement:** Mandatory or Discretionary **(circle one)**

Police Case Number: _____ Probation: Yes / No If Yes, P.O. Name: _____

Special Education: Yes/No
MD ARD Date: _____ **BIP: Yes / No**

504: Yes / No Manifestation Date: _____
GT: Yes / No Furlough: _____ Exit: _____ Date: _____

English Language Learner: Yes/No

- ☐ Birth Certificate
- ☐ Social Security
- ☐ Student Demographic (copy of enrollment card)
- ☐ Discipline History
- ☐ Copy of JJAEP offense discipline referral
- ☐ Immunization Record
- ☐ Class Schedule
- ☐ Grades in Progress
- ☐ Latest Grade Report (9 weeks report card)
- ☐ Home Language Survey Card
- ☐ Course History/Transcript ***(high school only)***
- ☐ Audit Sheet ***(high school only)***
- ☐ **STAAR/SAT/ACT/EOC** Scores
- ☐ Completed Withdrawal Form

Referring administrator's name: _____ Phone: _____

Person completing checklist: _____ Phone: _____

☐ CCA Registrar reviewed paperwork on: _____
Date

☐ Paperwork Accepted ☐ Paperwork Declined Reason: _____

Accepted/Declined by: _____ _____
CCA Official Signature **Date**

Ysleta independent School District does not discriminate on the basis of race, color, national origin, sex, disability, or age in its programs, activities or employment.

Juvenile Justice Alternative Education Program
Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

County: _____ **Date:** _____

Person Preparing Form: _____ **Title:** _____

Month Ending: _____ **Phone:** _____

Activity During the Reporting Period	*Mandatory Expulsions*	*Discretionary Expulsions*	*Other Students**
Total number of days program operated			
Total number of actual student attendance days			
Total number of actual student absences			
Total number of Inactive days			
Number of students in program at beginning of reporting period			
Number of students added			
Number of students exited			

* "Other Students" denotes a child enrolled in JJAEP who has not been expelled from school (i.e. court ordered).

ALL BLANK SPACES SHOULD BE COMPLETED MONTHLY.

Return this Report To:

Texas Juvenile Justice Department
Division of Probation and Community Services - JJAEP
Post Office Box 12757
Austin, TX 78711

Fax: (512) 490-7715

Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS JUVENILE JUSTICE DEPARTMENT

Form Descriptions:

Report Period - The month and year for which you are supplying information.

Total Number Of Days Program Operated - The number of actual operation days during the report period.

Total Number Of Actual Student Attendance Days - The total for the report period and account for each day each student is in actual attendance at the JJAEP. Students must be present at least 4 hours to be counted.

Total Number Of Actual Student Absences - The total for the report period and account for each day each student is actually not in attendance.

Total Number Of Inactive Days - The total for the report period and account for each day each student is maintained as enrolled and not counted as absent or present from the JJAEP.

Number Of Students In Program At Beginning Of Reporting Period - The number of students active in the program on the 1st day of the month (should equal the number in program at ending of report period of the previous month).

Number Of Students Added - The number of students added to the program during the reporting period.

Number Of Students Exited - The number of students who left the program during the month.

Definitions:

Mandatory Expulsions:

This category should only include those students expelled under §37.007 (a), (d) or (e) of the Texas Education Code.

Discretionary Expulsions:

This category should only include students expelled under §37.007 (b), (c), or (f) of the Texas Education Code. This also includes §37.0081 Title 5 Felony offenses and §37.0081 Aggravated Robbery "*Off Campus"* (Penal Code 29.03).

Other:

This category should only include non-expelled students, including Registered Sex Offenders under §37.309. These are students that are typically placed in the JJAEP via a condition of probation or in rare instances voluntarily attend the JJAEP.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT POLICIES AND PROCEDURES FOR THE JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM

Ysleta Independent School District, El Paso County Juvenile Probation Department

5/28/2024

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TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348
JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAMS

§348.100 PURPOSE

This chapter establishes minimum operational, programmatic, and educational standards for juvenile justice alternative education programs in Texas.

In accordance with Texas Education Code, Section 37.011(h), it is required on an annual basis that the Texas Juvenile Justice Department (TJJD), with the agreement of the Commissioner of Education, develop and implement a system of accountability consistent with Chapter 37 of the Texas Education Code to ensure that students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

§348.102 DEFINITIONS

When used in this chapter, the following words and terms have the following meanings unless the context clearly indicates otherwise.

(1) Absent Days--The actual number of instructional days a student enrolled in the JJAEP is not in attendance for a minimum of four (4) hours.
(2) Attendance Days--The actual number of instructional days a student enrolled in the JJAEP is in attendance for a minimum of four (4) hours.
(3) Community Activities Officer--The definition assigned by Texas Administrative Code §344.100.
(4) Inactive Status--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present.
(5) Intensive Physical Activity--Rigorous physical activity that involves rhythmic, repetitive physical movement that uses large muscle groups and results in an increase in heart rate and respiration. This term does not include activities required as part of a physical education class.
(6) JJAEP Administrator-- A juvenile probation department employee designated by the chief administrative officer or governing board of a juvenile probation department as the person responsible for the overall management of the JJAEP.
(7) JJAEP Electronic Data Interchange (EDI) Extract--An automated process to extract and submit modified case records from the juvenile probation department's case management system to TJJD.
(8) JJAEP Staff Member--Any full-time, part-time, temporary, or seasonal employee or volunteer performing JJAEP-related duties.
(9) Juvenile Justice Alternative Education Program (JJAEP)--An educational program operated by the juvenile board designated to serve students pursuant to Chapter 37, Education Code.
(10) Juvenile Probation Department (Department)--The definition assigned by Texas Administrative Code §344.100.
(11) Juvenile Probation Officer--The definition assigned by Texas Administrative Code §344.100.
(12) Juvenile Supervision Officer--The definition assigned by Texas Administrative Code §344.100.
(13) Sending School District--The school district that sends the notice of expulsion and/or documentation needed for a student to enroll in a JJAEP.
(14) TJJD--The Texas Juvenile Justice Department.
(15) Exit Reason--The reason a student exits the JJAEP program. A student shall be accounted for in only one of the following categories:

- **(A)** Completed program/returned to home school--The student's term of expulsion has expired or has been terminated early by the home school district.
- **(B)** Completed program/term of probation expired--The student has returned to the home school district due to the expiration of the probation order or the term of probation placement in JJAEP ended.
- **(C)** Completed program/term of placement ended--The student has returned to the home school district due to the termination of both expulsion status and probation status.

(D) GED Completion--The student has successfully tested and passed the high school equivalency examination.
(E) Graduated--The student has completed all necessary requirements to receive a high school diploma.
(F) Left Program Incomplete--The student has been terminated from the program due to:
- **(1)** a probation modification or revocation;
- **(2)** an out-of-home placement;
- **(3)** being held in juvenile detention;
- **(4)** being held in jail;
- **(5)** absconding (violation of conditions of release from detention or court order);
- **(6)** being committed to the Texas Juvenile Justice Department;
- **(7)** being committed to the Texas Department of Criminal Justice; or
- **(8)** being truant or a runaway.

(G) Other--The student left the program due to an out-of-county move, death, medical reason, other non-delinquency reason, or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

(a) When used in this chapter, the words "including" and "includes" are to be understood as introducing a non-exhaustive list, unless the context clearly indicates otherwise. **(b) Applicability**. This chapter applies to JJAEPs operated under Section 37.011, Education Code. **(c) Records Retention**. For purposes of this chapter, any standard that requires documentation to be maintained but does not specify the length of the retention period means at least two years past the end of the school year in which the student exited the JJAEP unless the local records retention schedule specifies a longer retention period. **(d) Policies and Procedures**. Any policy or procedure required by this chapter must be established by the juvenile board that is responsible for the operation of the JJAEP. **(e) Parent Notifications**. (1) Any requirement in this chapter for the JJAEP to provide a notice to a student's parent, guardian, or custodian applies only if: (A) the student is under 18 years of age; or (B) the student is 18 years of age or older and: (i) has provided written consent; (ii) the student has a disability and has authorized the parent, guardian, custodian, or other designated individual to receive the notification under a supported decision-making agreement, as referenced in Chapter 1357, Estates Code; (iii) the student is a dependent student as defined in Section 152 of the Internal Revenue Code and the notice relates to education services; or (iv) the notification is one that the parent would have received under the Individuals with Disabilities Education Act before the student reached 18 years of age. (2) Any notifications provided under paragraph (1)(B) of this subsection to a parent, guardian, or custodian without the written consent of a student who is at least 18 years of age must also be provided to the student.

§348.106 WAIVERS AND VARIANCES

Unless expressly prohibited by another TJJD standard, an application for a waiver or variance of any standard in this chapter may be submitted in accordance with Texas Administrative Code §349.200.

The El Paso County Juvenile Board may apply to the TJJD for a waiver of one or more standards under this Chapter, excluding statutory and constitutional requirements. The Juvenile Board shall submit a plan to adopt the said standard(s) by a certain date and include an explanation regarding why immediate compliance is impossible. Waivers may be granted for a period not to exceed two (2) years. These waivers may be granted pursuant to a grant contract with counties that are not required to operate a JJAEP. In the event that a waiver variance is deferred by the TJJD to the local juvenile board, as may be the case during a pandemic or natural disaster, the Juvenile Court Judge may allow such waivers of certain standards that cannot be met during designated time frames.

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

(a) Mission of the JJAEP. (1) Academically, the mission of the JJAEP shall be to enable students to perform at grade level. (2) The mission statement must be located in the JJAEP's policies and procedures manual and in the student code of conduct. **(b) Policies and Procedures.** (1) The JJAEP must: (A) have written policies and procedures that govern all aspects of the operation of the program, including personnel, administration, programming, training, and any other program requirement included in this chapter; (B) be operated according to the written policies and procedures; and (C) submit the written policies and procedures to TJJD for review and comment at the following times: (i) no later than October 1 of each year; and (ii) upon request from TJJD. (2) The written policies and procedures must be readily accessible to every JJAEP staff member. **(c) Memorandum of Understanding.** (1) The juvenile board must annually enter into a memorandum of understanding with each participating school district. The memorandum of understanding must address the items listed in Section 37.011(k), Education Code. (2) The memorandum of understanding must be submitted to TJJD annually no later than October 1.

The El Paso County Juvenile Board is responsible for approving and implementing the policies and procedures for the Juvenile Justice Alternative Education Program (JJAEP). The El Paso County Juvenile Justice Alternative Education Program must abide by such said policies addressing the entire operation of the program. The JJAEP Administrator shall ensure written policies and procedures are made available to all JJAEP employees, and documentation of acknowledgment of receipt will be maintained in the staff personnel or training file.

The Ysleta Independent School District JJAEP will provide facilities, personnel, and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components, including but not limited to online instruction and distance learning, of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. The JJAEP shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards. The JJAEP school day start and end times are as follows: High School: 8:00 a.m. - 3:15 p.m.; Middle School: 8:30 a.m. - 3:45 p.m. Any deviation from scheduled times must be reported to the JJAEP Administrator.

The JJAEP must continue to provide personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (COOP) to provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority in light of any changes to the educational system, including during a pandemic or natural disaster. The YISD and JJAEP online instruction plan, curriculum, attendance records, students' progress, or lack thereof, and all other related documents must be provided to the JJAEP Administrator. In the event of a pandemic or natural disaster whereby a change occurs, YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of the school year and as the plan is revised throughout the school year in relation to JJAEP matters.

PROCEDURE

Written policies and procedures governing all facets of the operation of the program will be addressed, including but not limited to areas of personnel, administration, programming, training, and standards under Chapter 348 of the Texas Administrative Code. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services to facilitate compliance and clarify policy and TJJD and YISD expectations. The JJAEP Policy and Procedures must be submitted to TJJD for review no later than October 1 of each year and upon request.

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable program forms will be copied onto electronic storage devices and provided to the JJAEP Campus for provision to newly hired regular status employees, temporary employees, and short and long-term substitutes prior to having direct contact with JJAEP students.

2. The JJAEP Summary of Policies and Procedures **(APPENDIX A)** and JJAEP Student Code of Conduct **(APPENDIX B)** will be reviewed by a Campus Administrator or designee prior to ***any*** contact with JJAEP students for all employees working with JJAEP students.
3. In order to facilitate proper review of JJAEP policies, this activity will be done upon the employee (regular status ISD or any substitute) first presenting at the JJAEP Campus with instructions given to review policies prior to the scheduled JJAEP Orientation training.
4. The JJAEP Summary of Policies and Acknowledgment Form **(APPENDIX C)** will be signed and dated by all new incoming regular status employees, temporary employees, and short and long-term substitutes to support compliance pursuant to §348.202 and §348.224 of the Texas Administrative Code. These forms also instruct employees to review the entire policies prior to the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks will be required to review and acknowledge electronic receipt of the JJAEP Summary Form of Policies and Procedures and Student Code of Conduct but will not be required to attend the JJAEP New Employee Orientation.
6. All other employees, including new regular status ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuous or intermittent), must attend the JJAEP New Employee Orientation within two (2) weeks of JJAEP assignment in order to comply with the JJAEP standards.
7. The JJAEP Administrator or designee will conduct the JJAEP New Employee Orientation training, focusing on reviewing the priority areas of the JJAEP policies and procedures.
8. As part of the JJAEP annual refresher and staff development training scheduled at the beginning of the school year, the JJAEP Administrator will also provide all JJAEP staff with an electronic storage device containing the TJJD standards along with the JJAEP Policies and Procedures, the JJAEP Student Code of Conduct, the current Interlocal Agreement, applicable training power points, and all necessary forms and contact phone numbers needed for the operation of the program.
9. Upon receipt of the electronic storage device each employee will sign and date the required acknowledgment form **(APPENDIX C).**
    a. If summary of policies and storage device is provided as part of new hire process, the Campus Administrator or designee will indicate their signature on the acknowledgment form and obtain the employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and copy forwarded to the JJAEP Administrator by the same workday. Original acknowledgment form will be maintained by the JJAEP Campus Administrator.
    b. If electronic storage device is provided as part of the annual refresher in-person or remote training, the JJAEP Administrator will sign acknowledgment form (as the witness) and obtain employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and original will be maintained by the JJAEP Administrator.
10. YISD administrative personnel shall advise in writing when ISD personnel policies conflict and will result in non-compliance with the JJAEP Interlocal Agreement, policies, or TJJD standards. Such notification is required by October 1 of each year and will require the state and/or JPD chain of command to be notified for further discussion to determine an appropriate course of action.
11. YISD will ensure that security and control procedures are in place at every JJAEP location. This will be done in accordance with Section 348.216 of the Texas Administrative Code: Security and Control.
12. It is the responsibility of Campus Administrators to require staff members (new and long-term) to become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to ensure the safety of students and staff.
13. Campus Administrators must promote compliance and address staff when internal non-compliance with JJAEP standards is identified.

(d) Research Studies and Experimentation. The JJAEP must adhere to requirements established by Texas Administrative Code §341.200 regarding research studies and experimentation involving students in JJAEPs.

POLICY

The El Paso County JJAEP does not engage in any research programs. In the event there is a prospective research program being considered, the Chief Juvenile Probation Officer and/or Juvenile Board shall review and approve proposals for the research to ensure conformity with TJJD standards and departmental policy.

PROCEDURE

1. Students may voluntarily participate in approved research programs with the written consent of the student's parent, guardian, or custodian. A copy of the written consent of the student's parent, guardian, or custodian will be placed in the student's electronic file. A student's non-participation must not have adverse consequences.
2. Stimulants, tranquilizers, and psychotropic drugs are NOT to be used under any circumstances for experimentation or research.
3. Participation in medical, pharmaceutical, or cosmetic research programs is forbidden by the department.

(e) JJAEP Performance Review. The juvenile board and the JJAEP Administrator must conduct an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine the effectiveness of the program. (1) The information reviewed must include: (A) the number of student entries and exits during the previous school year; (B) the reason for student entries and exits during the previous school year; (C) the number of students who entered the program during the previous school year who were eligible for special education services; (D) student academic performance as measured by passing rates and, if applicable, half-credits earned for students who exited the program during the previous school year; (E) attendance rates for the entire length of enrollment for students who exited the program during the previous school year; (F) assessment scores for mathematics and reading as measured by the TJJD-required pre-test and post-test scores, if applicable, for students who exited the program during the previous school year; (G) the number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the JJAEP during the previous school year; and (H) the number of restraints by type (i.e., mechanical or personal) during the previous school year. (2) A written report must be completed that includes the data listed in paragraph (1) of this subsection, an analysis of the JJAEP's effectiveness, and any changes to be implemented as a result of the review. (3) The report must be submitted to TJJD no later than October 1.

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review upon the completion of each academic school year and prior to each academic school year. The Annual Performance Review aims to assess the effectiveness and measure the performance of the JJAEP in meeting its mission.

The JJAEP Annual Performance Review is a composite of statistical, academic, and non-academic performance measures reflecting the short and intermediate outcomes of the students served through JJAEP. The JJAEP Annual Performance Review will be presented to the Juvenile Board for review and approval prior to its submission to the Texas Juvenile Justice Department (TJJD), YISD School Board, and Superintendent. Upon submission to TJJD, a copy of the JJAEP Annual Performance Review will be provided to stakeholders. The report must be submitted to TJJD no later than October 1.

PROCEDURE

In addition to measures required by the standards, the El Paso County JJAEP will also measure the following data throughout the school year:

1. Number of students entering/exiting the program;
2. Reasons for student entries and exits;
3. Number of students eligible for special education services;
4. Student academic performance; as measured by passing rates and half credits (if applicable) for exited students;
5. Attendance rates for the entire length of enrollment;

6. Assessment scores for mathematics and reading as measured by the IOWA;
7. Number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the program;
8. Number of restraints by type (i.e., mechanical, or personal) throughout the year;
9. Number of JJAEP Family Program Orientations held;
10. Number of JJAEP Exit Transition Meetings held in which a parent/guardian, Probation Officer and JJAEP Campus representative were present;
11. Number of youth who successfully complete Probation (Juvenile) or Deferred Prosecution term during or after completion of JJAEP term;
12. Number of New Employee Orientations and training hours.

The JJAEP Administrator or designee will maintain the **JJAEP STUDENT INFORMATION FORM** (which contains personal, admission and exit data) **(SEE APPENDIX D)**, the JJAEP Monthly Spreadsheet, and oversee the update of the JJAEP JMIS tab. The JJAEP data collection is also monitored by TJJD through the monthly JJAEP Electronic Data Interchange (EDI) Extract.

348.200 (f) JJAEP Management Review. The JJAEP Administrator that oversees the daily functions of the JJAEP shall conduct an annual review of the overall operations of the JJAEP prior to the beginning of each school year. (1) The review shall include but is not limited to: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures shall be reviewed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review shall be maintained.

POLICY

The overall operation of the El Paso County JJAEP and its respective policies and procedures shall be reviewed annually through a Management Review conducted by the JJAEP Administrator and approved by the Director of Intake Services. The JJAEP Management Review is for the JJAEP Administrator to assess key topics (i.e., safety and security, inter-local cooperation, student code of conduct, and operational efficiency) and identify any needed changes prior to the beginning of each school year. The review will help determine the continued relevance of policies and procedures to the mission of the JJAEP. All revisions, modifications, and changes will be presented to the Juvenile Board for final approval.

PROCEDURE

1. Changes in TJJD (Texas Juvenile Justice Department), TAC (Texas Administrative Code) and/or TEC (Texas Education Code) standards as approved by the state legislature will be updated in the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct handbooks.
2. The JJAEP Administrator will obtain input from Campus Administrators and ISD personnel annually to promote collaborative efforts toward the efficient and effective operation of the JJAEP.
3. The JJAEP Management Review will include, but is not limited to:
   (A) Safety and Security;
   (B) Inter-local Cooperation;
   (C) Student Code of Conduct;
   (D) Policies and Procedures;
   (E) Operational Efficiency;
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1)** along with the County of El Paso Contract Monitoring System, to track and report problem areas that may need to be addressed.
5. A JJAEP Compliance Monitoring Summary Report will be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1)** summarizing compliance/non-compliance

in all areas, corrective measures taken at the campus or administrative level, and any subsequent issues of non-compliance.

   a. The final versions will be submitted to the YISD Superintendent after presentation to the Juvenile Board as part of the Annual Management Review process. Such compliance report will be used as part of JJAEP performance measures and quality assurance.

6. Discrepancies identified during the physical plant inspection will be forwarded to the JJAEP Campus Administrator, who will be given thirty (30) school days to resolve identified issues. The JJAEP Administrator will follow up to confirm corrective action was taken and ensure compliance.
7. Any matters that the JJAEP Campus Administrator cannot carry out within the established timeline, will require the district associate superintendent overseeing alternative schools to ensure compliance and to provide written confirmation that the facility is in compliance with the Interlocal Agreement and TJJD standards within the required timeline.
8. Compliance monitoring in other areas is ongoing and reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services, recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E)**.
   a. Non-compliance will be notified to the JJAEP Campus Administrators in writing for corrective action and included on the yearly Compliance Monitoring Report if not reconciled within thirty (30) school dates (along with corrective action made after non-compliance notice given) as part of the Annual Management Review to the Juvenile Board and Compliance Letter to the YISD Superintendent and School Board.
   b. Non-compliance with the Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system performance review.
   c. Both Compliance Monitoring Assessments and Report Letters must be completed no later than the tenth day of the following month after the conclusion of the school year to ensure all months are included in the report, allowing administrators (at the campus and district level) to review and respond within 30 calendar days.
9. Compliance monitoring will allow for a review of all aspects of the JJAEP operations and assist with any process or policy revisions or other action needed as part of ongoing collaboration with YISD.
10. An annual policy review meeting will take place prior to the conclusion of the school year to allow YISD and JPD to collaborate on any policy revisions for the following year.
11. TJJD Compliance Audits occur once every two (2) years (on-site or virtual audits) and randomly through desktop audits (based on data and JJAEP case samplings).
12. To ensure the integrity of the compliance monitoring process, no prior notice will be given to the JJAEP Campus for classroom observation or site visits made by the JJAEP Administrator. Input from JJAEP students and their parents/guardians will also be obtained as part of the compliance review by the JJAEP Administrator.

348.200 (g) Required Staff Members (1) JJAEP Administrator. The juvenile board or chief juvenile probation officer must designate a JJAEP administrator. The JJAEP administrator must: (A) hold a bachelor's degree from a college or university accredited by an organization recognized by the Texas Higher Education Coordinating Board; (B) possess juvenile justice experience and/or education experience; (C) ensure compliance with all applicable laws and rules related to JJAEPs; and (D) ensure compliance with provisions of all contracts with TJJD related to JJAEPs.

POLICY

The El Paso County Chief Juvenile Probation Officer hires the JJAEP Administrator to provide oversight and ensure compliance with JJAEP operations within the respective JJAEP campus and involved ISD departments. This is done in accordance with applicable laws, standards, policies, procedures, interlocal agreements, and contractual provisions of all contracts with TJJD related to JJAEP.

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator will ascertain that all areas of the program are monitored, reported, and addressed on an ongoing basis to the JJAEP Campus Administrator and/or the associate District Superintendent overseeing the JJAEP Campus. This will be done as set forth in the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and JJAEP Standards.
2. The JJAEP Administrator must also:
    a. Have access, maintain, secure, and destroy (once retention timelines are met) the JJAEP employee and student electronic files. This includes safeguarding social security numbers, background checks, and other required TJJD employee documents.
    b. Maintain statistical data as required by TJJD for monthly and annual TJJD and El Paso County Contract reporting requirements.
    c. Maintain good rapport with district officials, school administrators, school staff, and probation officers to ensure effective and efficient operations of the JJAEP.
    d. Uphold programmatic standards and interact with students, families, ISD, and JPD personnel to promote the student's educational growth and success.

348.200 (g) (2) Instructional Staff Members. The JJAEP must maintain a ratio of at least one instructional staff member for every 24 enrolled students. Instructional staff members include only: (i) teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP; (ii) certified educational aides; and (iii) substitute teachers. (B) The instructional staff members for the JJAEP must include at least one teacher certified by the State Board for Education Certification (SBEC). (C) The JJAEP must provide at least the minimum number of special education teachers required by federal law. (D) A special education teacher must be certified as a special education teacher by SBEC or be eligible to work as a special education teacher prior to obtaining certification, as allowed by SBEC. (E) Upon entry into the JJAEP, substitute teachers who are not JJAEP staff members must be provided the JJAEP student code of conduct and JJAEP policies and procedures that directly affect their duties and sign an acknowledgment of receipt.

POLICY

An Interlocal Agreement between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD), along with other partnering districts, shall outline the required administrative, programmatic, and supervision staff as outlined in Texas Administrative Code, Section 348.200(g)(2-5). YISD shall employ adequate instructional staff and supervision to provide appropriate educational services to JJAEP students.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD for the provision of instructional staff as dictated by TJJD Standards.
    a. The El Paso County JJAEP will serve students from the following school districts, all of which shall be bound by the terms and conditions of the JJAEP Interlocal Agreement:
        (1) Anthony Independent School District (AISD)
        (2) Canutillo Independent School District (CISD)
        (3) Clint Independent School District (CISD)
        (4) El Paso Independent School District (EPISD)
        (5) Fabens Independent School District (FISD)
        (6) San Elizario Independent School District (SEISD)
        (7) Socorro Independent School District (SISD)
        (8) Tornillo Independent School District (TISD)
        (9) Ysleta Independent School District (YISD)
2. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall ensure that all instructional staff has the appropriate certification and required trainings as required by the Texas State Board of Education and JJAEP standards.

3. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall employ at least one (1) certified teacher and the appropriate number of certified Special Education teachers at each JJAEP campus as required by federal law and the State Board for Educator Certification (SBEC). Instructional staff members include only:
    a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
    b. Certified educational aides; and
    c. Substitute teachers.
4. The JJAEP campus shall at all times provide at least one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. The JJAEP campus will maintain a daily staff roster/timecard for all instructional and supervision staff working in the program and make such daily rosters/timecards available to the JJAEP Administrator upon request. The timecards must display the JJAEP instructional/supervision staff members' names and positions.
6. The daily rosters will be cross-referenced with monthly personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS** (**APPENDIX C**) of new employee and short/long-term substitutes to monitor compliance with this standard.
7. The Campus Administrator or designee will review, provide, and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form, which contains program forms and Student Code of Conduct prior to substitute(s) or new employee(s) having any direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and that staff were provided with the necessary information to begin initial work with the JJAEP population.
8. Such form will assist in the tracking of instructional and supervision staff to ensure compliance with this standard. The form must be provided electronically to the JJAEP Administrator on the same day it is signed by the JJAEP Campus Administrator.
9. The JJAEP Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a monthly basis, outlining all regular ISD employees (non-substitutes) to ensure compliance with the instructional staff to student ratio.

348.200 (g)(3) Caseworkers (A) A caseworker must be a social worker, juvenile probation officer assigned to the JJAEP, counselor, or other mental health provider, as defined in Texas Administrative, Chapter 355 . (B) Caseworkers must meet the minimum professional requirements and be licensed or certified by the appropriate licensing board in their field. (C) The JJAEP must maintain a ratio of at least one caseworker for every 50 enrolled students. (i) At a JJAEP with 50 or fewer enrolled students, the caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. (ii) At a JJAEP with 51–100 enrolled students, one caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The second caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iii) At a JJAEP with 101–150 enrolled students, two caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The third caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iv) At a JJAEP with 151–200 enrolled students, three caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The fourth caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (v) At a JJAEP with more than 200 enrolled students, the number of caseworkers required to be present during all operational hours of the JJAEP follows the same pattern set forth in clauses (i)–(iv) of this subparagraph. (vi)A substitute caseworker is not required when a caseworker is absent for three or fewer consecutive school days. A substitute caseworker is required if an absence is more than three consecutive school days. (vii) A caseworker who must leave the JJAEP site to complete a JJAEP-related duty is considered present for purposes of calculating the ratio.

POLICY

The JJAEP ISD providing the educational services shall employ or contract one (1) caseworker at each of the JJAEP campuses. Caseworkers shall be either social workers, juvenile probation officers assigned to the JJAEP, JJAEP Administrator, counselors, or other mental health professionals.

PROCEDURE

1. Each El Paso County JJAEP campus shall not exceed the ratio of one (1) caseworker/counselor to fifty (50) students enrolled in the program.
2. School-based caseworkers/counselors required to leave the campus to complete JJAEP-related duties (expulsion hearings, ARD meetings, home visits, and court hearings) shall be considered present for ratio purposes.
    a. A substitute caseworker/counselor is required when the regularly assigned caseworker/counselor is absent for more than three (3) consecutive school days.
3. A JJAEP that employs caseworkers shall meet the minimum professional requirements and shall be licensed or certified, if required by their field.
    a. The JJAEP ISD may contract with Communities in Schools (CIS) to assist in providing services to the student and their family.
4. The JJAEP campus will maintain a daily staff roster/timecard for all caseworkers working in the program each day and make such daily rosters available to the JJAEP Administrator.
5. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, disciplinary referrals, or new employee and short-term substitute JJAEP acknowledgment forms (**APPENDIX C**) to monitor compliance.
6. Any subcontractor providing caseworker services will undergo an NCIC/TCIC background check and will be required to complete the JJAEP New Employee Orientation and PREA/ANE training.

348.200 (g)(4) Supervision Staff Members. (A) The JJAEP must ensure an adequate number of supervision staff members are present during all operational hours. (B) Supervision staff members include drill instructors, educational aides, security personnel, juvenile supervision officers, juvenile probation officers, community activities officers, and behavior management staff. (C) Any staff member, excluding a certified physical education teacher, who participates in the administration of intensive physical activity must be a: (i) juvenile supervision officer; (ii) juvenile probation officer; or (iii) community activities officer who has received training in adolescent development and behavior, as required by Texas Administrative Code §341.402. (D) Except for professionals as defined in Texas Administrative Code §344.100 who are providing services in their professional capacity, any staff member whose position may require supervising or transporting JJAEP students must be: (i) certified by TJJD as a juvenile probation officer, juvenile supervision officer, or community activities officer; or (ii) otherwise authorized to perform the duties of a certified juvenile probation officer, community activities officer, or juvenile supervision officer under Texas Administrative Code §§341.400, 341.402, 343.428, 343.622, or 355.428, as applicable. **(5) Operational Staff Members.** (A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP Administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students. **(h) Verification Documentation**. (1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

POLICY

The El Paso County JJAEP does not participate in an intensive physical education program; therefore, physical education teachers are not certified as Juvenile Supervision Officers. The JJAEP ISD will follow TJJD Standards on JJAEP operational and supervision staff to student ratio and position qualifications.

PROCEDURE

1. Operational staff member to include instructional staff members, supervision staff members and caseworkers will be provided at every JJAEP campus. Operational staff member to student ratio shall be at least one (1) operational staff member for every twelve (12) JJAEP students. A small ratio allows for better control and behavior management due to the challenges involved in working directly with the JJAEP population.
2. JJAEP Staff are required to sign-in and sign-out on a daily basis on the required district staff roster. Staff roster contains date, time of entry/exit, and staff member's full name and position/title and the ISD shall make such daily rosters available to the JJAEP Administrator. The daily rosters will be cross-referenced with

JJAEP Administrator or JPO observations, certification logs, discipline reports, and new employee and short term substitute JJAEP acknowledgment forms to monitor compliance.

3. Staff rosters or staff sign-in sheets and attendance records will be requested as needed or on a random basis as part of the compliance monitoring.
4. On a random basis, the JJAEP Administrator will also observe classroom instruction and staffing ratios as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff.

COMMUNITY ACTIVITIES OFFICER (CAO)

Anyone who does not fall under the "professional" definition as defined in Texas Administrative Code §344.100 must receive training and be certified as a "Community Activities Officer" as defined in Texas Administrative Code §341.402. The JJAEP Campus Principal or designee must inform the JJAEP Administrator by the start of the school year of each employee who will require to be certified as Community Activities Officer for that school year. However, as per the Texas Juvenile Justice Department (TJJD) certain ISD staff are exempt from obtaining the CAO certification, as they are not employed by a juvenile probation department or juvenile facility. The JJAEP ISD will ensure identified staff members are current on First Aid/CPR and CPI training. Under special circumstances, the JJAEP ISD will allow identified staff members to attend required training as outlined in Texas Administrative Code 344.626 and 344.630 at the earliest available timeframe to ensure compliance with Texas Administrative Code, Chapter 348. Any staff member identified to require the CAO certification and does not attend required training will not be authorized to work with JJAEP students until certified. A security officer employed by YISD may use personal and mechanical restraints **only** if certified as a Community Activities Officer (CAO) and trained in the approved personal restraint technique in accordance with training requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G.

(a) To be eligible for certification, Community Activities Officers must:
    (1) Receive training and maintain current certification in:
        (A) Cardiopulmonary Resuscitation (CPR);
        (B) First aid; and
        (C) The personal restraints technique used by the department, if the department authorizes community activities officers to use personal restraints; and
    (2) Receive training in the following topics:
        (A) The policies of the department related to preventing, identifying, and reporting abuse, neglect, and exploitation.
        (B) TJJD Code of Ethics and TJJD Disciplinary Procedures;
        (C) Trauma-Informed Care;
        (D) Verbal de-escalation policies, procedures, and practices;
        (E) Standards regarding use of personal and mechanical restraints, including prohibited techniques and criteria for use.

(b) To be eligible for credit towards initial certification and renewal of certification, documentation of an on-the-job training program must include the following elements, at a minimum:
    (1) Name and signature of trainee;
    (2) Name and signature of trainer(s);
    (3) Signature of the supervisor/administrator;
    (4) Training topics;
    (5) Number of training hours of each topic; and
    (6) Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

(c) Staff members who provide on-the-job training must be qualified to do so based on knowledge, education, and/or experience.

(d) For the Juvenile Probation Officers and Juvenile Supervision Officers, a maximum of 40 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period.
(e) For Community Activities Officer, a maximum of 20 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period. CIS Coordinators working within the YISD JJAEP campus are required to become certified as Communities Activities Officer as they do not meet the "professional" definition.

TJJD training will normally be held onsite at the El Paso County Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety. The JJAEP Administrator will coordinate training and provide dates and times to the JJAEP Campus Administrators. CPR/First Aid and Crisis Prevention Intervention will be provided by the respective ISD the employee works for unless otherwise agreed to via written agreement. The El Paso County Training and Compliance Manager will verify and submit all required documentation for certification purposes to TJJD.

(a) Personnel Records. The JJAEP Administrator must have access to a personnel file for each employee or person working at the JJAEP who is included in any program ratio. The file shall, at a minimum, include verification that any required certifications are current.

§348.202 PERSONNEL ADMINISTRATION

POLICY
A personnel file will be maintained for each JJAEP employee from the YISD working under the JJAEP umbrella who is included in any program ratio. ISD Personnel records are required to be provided to the JJAEP Administrator within sixty (60) calendar days of hire (new employees) and updated and provided to the JJAEP Administrator on a yearly basis thereafter (by October 1) from the YISD Human Resources Department. The JJAEP Administrator must have access to all ISD personnel records as requested and needed. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

PROCEDURE
1. The JJAEP Administrator of the El Paso County JJAEP will ensure that all JJAEP/ISD personnel records are appropriately maintained.
2. Records for ISD JJAEP employees will include criminal history results (NCIC/TCIC checks) and HR Certification Form.
3. The YISD personnel electronic file shall also contain transcripts, certification and training records, personnel actions, and job descriptions depicting duties and responsibilities of all positions to include JJAEP-related tasks.
4. In lieu of the above records, the ISD Human Resources or other authorized person of the ISD employing JJAEP staff may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G)** that certifies any employee included in the program ratio at any given time meets the hiring, educational and training requirements , including transcripts, certifications, and licenses if applicable; criminal background checks results; training records to include CPR and First Aid and CPI if applicable; and applicable personnel actions. The ISD Human Resources Department must allow the JJAEP Administrator access to file(s) upon request or as required.
5. YISD further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, High School/College

Board Policies and other policies and requirements of such statute and rule(s), and shall certify that any "Covered Employees" and/or JJAEP staff members do not have a "Disqualifying Criminal History".

6. Certification logs will include all regular status employees and long-term contracted on-site employees (such as CIS or on-site counselors) who will be counted in the daily ratio. Such log will be submitted on a monthly basis and will be used to track active regular status employees and their status on CPI, CPR, and First Aid.
7. Short-term operational staff substitutes assigned to the JJAEP for less than 6 weeks will be required to review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, the Student Code of Conduct and related JJAEP documents pursuant to §348.202 and §348.224 of the Texas Administrative Code provided by a Campus Administrator prior to having direct, unsupervised contact with JJAEP students.
8. All long-term operational staff substitutes assigned to the JJAEP for more than 6 weeks are required to follow the same background check methodology and JJAEP training as any other operational staff employee assigned to JJAEP. Please refer to the New Orientation Training and Background Checks of the JJAEP Interlocal Agreement for all the required timeframes that must be adhered to.

(b) Training Records. For each employee or person working at the JJAEP who is included in any program ratio, the JJAEP program administrator must have access to documentation verifying that the individual has completed all training required by this chapter. **(c) New Employee Orientation**. All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having direct, unsupervised contact with students. (1) Orientation training shall occur within the first two weeks of employment. (2) Documentation of new employee orientation training and agendas shall be maintained in the employee's personnel file or training file. (3) Orientation training, at a minimum, shall include: (A) safety and security procedures including, but not limited to, emergency exit drills and the JJAEP's safety disaster plan; (B) identification and reporting serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code; (C) writing incident reports; (D) student code of conduct; (E) behavior management program; (F) transporting students (G) crisis intervention, including how to report suicide ideation or behavior; (H) distribution of medication;; (I) Personal Restraint policy; (J) student grievance procedures; and (K) job descriptions including duties and responsibilities of the assigned position.

POLICY

All staff, including temporary, seasonal, or substitute employees shall, receive JJAEP orientation training within two (2) weeks of their JJAEP assignment and prior to having direct, unsupervised contact with JJAEP students. The ISD will provide any-and-all training records for training that is given in any of the above areas as part of employment with JJAEP ISD or duty assignments. The Juvenile Probation Department will provide orientation training to the new hires and supplement any ISD training already given on the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training will be provided by the JJAEP Administrator or designee(s) initially upon hire and annually to all JJAEP employees at the beginning of every school year thereafter. Training may be held virtually when necessary to ensure the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee will provide and review with each incoming new staff member, to include short-term substitutes, the JJAEP Summary of Policies and Student Code of Conduct. As part of the JJAEP campus orientation, the designated Campus Administrator will also provide the employee with the electronic storage device that contains the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. It will be the responsibility of the Campus Administrator or designee to obtain a signed "Acknowledgment Statement" and agreement to fully review the JJAEP Policies and contents of electronic storage device prior to the scheduled JJAEP Orientation training from the employee and forward that acknowledgment to the JJAEP Administrator by the same workday along with notice of employee training assignment to next JJAEP scheduled training. Said notification must be done electronically.
4. Such confirmation of the attendance of incoming employees will ensure appropriate reservation of training space, preparation of handouts, and training materials.
5. It will be the responsibility of the Campus Administrator to ensure that employees are notified in writing and well in advance and present to the JJAEP Orientation training on time. Orientation Training will normally be

held at the Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety of the participants.

6. The JJAEP Administrator and/or designee will provide all JJAEP Orientation training preferably at the Juvenile Probation Department to ensure full class participation and minimize disruption to school operations. The Orientation training will span a minimum of 2-to-4-hour and will be scheduled as needed to ensure the 10-day standard is met.
7. A copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** will be maintained and secured in the employee's personnel electronic file. Documentation of new employee orientation training and ISD supplemental training shall be placed in the employee's personnel file or training file**.** An electronic version of the file(s) may be suitable in order to align with the Juvenile Probation Department's paperless initiative.
8. The JJAEP Campus Administrator will schedule a 2-to-4-hour time block for annual refresher training to review Abuse, Neglect, and Exploitation (ANE), JJAEP and/or Juvenile Justice specific subject matter at the beginning of each school year. Such training will be coordinated in conjunction with the professional development training schedule.
9. Employees will be trained in areas relative to their daily responsibilities in the JJAEP. Any legislative changes will require notice to the employees on such changes; changes in policy and procedure, the JJAEP Student Code of Conduct, and documents will be addressed at the first staff development training at the beginning of the school year.
10. The eleven (11) training topics detailed in this standard shall be addressed at the New Employee Orientation and ISD training, if applicable to the program.
    a. Safety and security procedures, including but not limited to emergency exit drills and the JJAEP's safety disaster plan;
    b. Identification and reporting of serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code.
    c. Writing incident reports;
    d. JJAEP Student Code of Conduct;
    e. Behavior management program;
    f. Transporting students;
    g. Crisis intervention, including how to report suicidal ideation or behavior;
    h. Distribution of medication;
    i. Personal restraint policy;
    j. Student grievance procedures; and
    k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during mealtimes, transition, bus loading/unloading, and escort duties.
11. On newly hired employees, JJAEP certifications and records showing all applicable training and educational certifications will be provided by the ISDs through the **JJAEP HR RECORDS AND CERTIFICATION FORM** within 60 days of employment. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM)**
12. The JJAEP Certification Form must be submitted on an annual basis for all carryover ISD employees working within the JJAEP. The HR representative for the JJAEP ISD must certify records are updated by October 1 of every year.

(d) Criminal History and Background Checks. The criminal history and background check requirements and criminal history standards established by Texas Administrative Code, Chapter 344, Subchapters C and D apply to a JJAEP.

POLICY

Each supervising agency participating in the JJAEP Interlocal Agreement will conduct a criminal history search, sex offender registration record check, and a fingerprint search prior to employment of JJAEP employees required to

have any direct, unsupervised contact with students. Background checks will be extended to district subcontracted employees/agencies that will work directly with JJAEP students (i.e., contracted counseling services, tutoring programs, etc.). The ISD will ensure that all substitute and regular status employees have passed an ISD background check prior to JJAEP assignment.

PROCEDURE

1. Upon identification of an employee being assigned to the JJAEP, the ISD designee (Campus Administrator or HR representative) will provide written notification of incoming employee through submission of the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** for JPD internal background check through the NCIC/TCIC database.
    a. Said form also requires notification of employee status (contracted or ISD employee), date of JJAEP assignment, and employee work email address.
2. Upon receiving the signed Authorization for Release Confidential Information Form, the JJAEP Administrator will then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history records check to the appropriate JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.
3. Written notification of employee's eligibility due to no disqualifying criminal history or ineligibility due to disqualifying criminal history identified by JPD will be submitted to the Campus Administrators through the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or if disqualified, through **THE JJAEP EMPLOYEE INELIGIBILITY FORM** (**APPENDIX J – 1)** within five (5) school days.
4. Campus and District HR Administrators will be advised of any findings of disqualifying criminal history and instruction to reassign or remove employee to ensure they do not have any contact with JJAEP students.
    a. Personnel records, criminal history record checks, and sex offender registration record checks, may be requested by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved and maintained in accordance with legal and administrative standards.
5. YISD will inform in writing of any JJAEP employee who has received a hit in the FACT Clearinghouse within two (2) school days in which arrest, offender registry activity or conviction offense requires that employee be prohibited from having contact with any JJAEP youth until the JJAEP Administrator has confirmed with Legal Counsel as to the decision for employee to have continued contact with youth pending outcome of the alleged offense.
6. If an individual has a military history, the respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

1. An individual who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who has a current felony deferred adjudication, probation, or parole, is not eligible for employment in a JJAEP facility.
2. An individual with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or a current jailable misdemeanor deferred adjudication, probation, or parole is not eligible for employment in a JJAEP facility.
3. Court documentation will be required if an individual has received a pardon based upon proof of innocence or if there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records must be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for two (2) years.
6. If the disqualifying criminal history reveals arrests/convictions from another state, it may be subject for further examination by the JPD Legal Counsel.

7. The ISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required. The HR Certification form provided yearly by October 1 by the ISD Human Resources department will be used to identify any disqualifying criminal history or new arrest.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

(a) Data Collection and Reporting. **(1) JJAEP EDI Extract.** (A) Unless an alternate data entry system has been approved by TJJD, the JJAEP Administrator or designee must ensure that: (i) statistical and programmatic data for each student, as required by the JJAEP Electronic Data Interchange (EDI) Specifications, are accurately documented and entered into the juvenile probation department's automated case management system; and (ii) the JJAEP EDI Extract is submitted to TJJD no later than the 10th calendar day of each month following the reporting period. (B) TJJD staff must discuss any proposed changes to the JJAEP EDI Specifications with juvenile probation departments' designated representatives before making substantive changes to the specifications. **(2) JJAEP Monthly Activity Report.** The JJAEP Administrator or designee must ensure the JJAEP Monthly Activity Report is submitted in the required format to TJJD no later than the 10th calendar day of each month following the reporting period via TJJD's Internet database. **(b) Student Educational Records**. The following information must be documented and maintained in the case file for each student in the program: (1) grade level upon entry to the JJAEP; (2) notice of expulsion; (3) court order(s) placing the student into the JJAEP; (4) police offense report, if applicable; (5) entry and exit transition plans; (6) education records, to include: (A) special education determination; (B) appropriate special education records; (C) scores on assessments required by the Texas Education Agency; and (D) home-language survey; (7) admission and exit testing data, if applicable;(8) pre-participation physical evaluation, if required under Texas Administrative Code §348.208; (9) documentation of regular reviews of academic progress as required by Section 37.011(d), Education Code; (10) date of admission;(11) number of attendance days; (12) number of absent days; (13) date of release; (14) emergency notification contacts; (15) special medical needs, if any; (16) Immunization records; and (17) medical release form.

POLICY

The JJAEP Administrator will ensure that statistical and programmatic data pertaining to each student placed into the JJAEP is gathered, documented, maintained, and is accurately reported to TJJD, Juvenile Board and departmental administration. The JJAEP will provide accurate data as required in Texas Administrative Code §341 which apply to JJAEPs utilizing the JMIS system. Quality assurance measures, in-house file audits and TJJD Monthly Activity Reports help detect any discrepancies. These measures will assure continued high quality statistical reporting, record keeping, and accurate district reimbursement.

PROCEDURE

1. Documentation and data required by TJJD under Texas Administrative Code §348.204(a) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
    a. Monthly Activity Reports (MAR) – Attendance/absence records (supplied by the school district). The MAR contains monthly stats on number of students entering and exiting the program, days present, days absent, and inactive days.
    b. JJAEP Attendance Vouchers contains the number of Actual Regular Mandated Students Attendance Days for each month; and the total of Actual Mandated Student amount of funding for the month.
    c. The TJJD Student Information Form (Contains most of the information in Texas Administrative Code 348.204 and is maintained by the JPD/JJAEP Administrator).
    d. JJAEP JMIS student profile will be updated from TJJD Student Information Form.
    e. The JJAEP Performance Measures spreadsheet is maintained by the JJAEP Administrator to keep track of aggregate data on number of students in Special Education; pre/post IOWA test scores; student's personal data information, such as social, PID number, police case referral number; type of offense; student's district, home school, and JJAEP facility; date of entrance/exit; reason for exit; attendance, absences, and inactive days recorded. These specific sources from which this information is extracted are maintained in the JPD/JJAEP Administrator's office or electronically.
    f. Other documentation required by TJJD or JPD as part of performance measurement (i.e., JJAEP costing report).

2. To ensure that all documentation on the Monthly Activity Reports (MAR) is correct and accurate, assigned JJAEP Campus Administrator charged with oversight and accountability on behalf of the ISD must review the MAR prior to submission to JPD. Such administrator will verify accuracy of MAR prior to submission to the JJAEP Administrator. Any discrepancies found once received by JPD will be corrected and reconciled prior to submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance.
3. The JJAEP Campus Administrator and ISD expelling entity will forward all student school records as listed in Texas Administrative Code §348.204, including but not limited to the Public Education Information Management System (PEIMS) number, pre/post scores, expulsion letters, student acknowledgement forms of receipt of the JJAEP Student Code of Conduct within two weeks (10 school days) of student's enrollment in the JJAEP. The JJAEP Administrator will forward the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon acceptance of a JJAEP youth to facilitate receipt of required records.
4. The Texas Student Data System (TSDS) number (10-digit number) also known as the Unique ID will take the place of the PEIMS data management system and the TSDS; the number is used to communicate with TEA to get the student data that TJJD needs to complete required legislative reports. The TSDS is located in the JJAEP juvenile case management tab and on most withdrawal forms and expulsion letters.
    a. The TSDS number will be documented on the expulsion notice received at the point of JJAEP acceptance. This number will be required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
5. All student educational data and records are kept in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
    a. The TJJD Student Data Form;
    b. Grade Level upon JJAEP entry;
    c. Notice of expulsion to include mandatory review hearing;
    d. Court orders;
    e. Law Enforcement Agency (LEA) case/referral reports;
    f. Entry/exit, transition plans;
    g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre-test/post-test assessment scores, home language survey, admission and exit testing data, if applicable, pre-participation physical evaluation, if required, documentation of regular academic reviews under 37.011 (d) Texas Education Code, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.
6. As part of ongoing quality assurance, in-house desktop and case management audits will be conducted to ensure the accuracy of data as outlined in the JJAEP Internal Policies and Procedures.

§348.206 CURRICULUM

(a) Required Courses and Additional Areas of Study. (1) At a minimum, the JJAEP must provide the following courses at the JJAEP: (A) English language arts; (B) mathematics; (C) social studies; and (D) science. (2) The JJAEP must provide the following additional areas of study: (A) high school equivalency program; and (B) self-discipline, which may be integrated into the program and may include topics such as drug awareness, anger management, impulse control, and cognitive skills. **(b) Curriculum Development.** (1) A teacher certified by the State Board for Educator Certification must oversee the development and implementation of the educational curriculum. (2) The JJAEP Administrator must ensure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined by the rules of the State Board of Education. (3) The high school equivalency program curriculum must address the elements required to pass the topics tested: English, mathematics, science, and social studies. High school equivalency program components may be integrated into the regular educational curriculum. (4) The JJAEP must offer an accelerated component for each required area of instruction to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a well-rounded education. Academic programming shall have a strong accelerated component of the instructional program to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels. At least one (1) certified teacher by the State Board for Educator Certification shall oversee the development and implementation of the curriculum in the JJAEP program. The Campus Administrator at each JJAEP location site shall assure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation as defined under the rules of the State Board of Education under the Texas Education Code §28.002. The requirement under Texas Education Code §37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

In the event the JJAEP campus implements online instruction as part of their Continuity of Operations Plan (COOP) due to extenuating circumstances, the JJAEP must adhere to all Texas Education Agency, Texas Education Code and Texas Juvenile Justice Department policy revisions in accordance to providing continued educational services to El Paso County JJAEP students.

PROCEDURE

1. The Interlocal Agreement states this standard provision of educational services.
    a. **REQUIRED COURSES AND ADDITIONAL AREAS OF STUDY:** The El Paso County JJAEP provides the following required courses and additional areas of study to all students in attendance at the JJAEP:
        - ENGLISH/LANGUAGE ARTS
        - MATHEMATICS
        - SOCIAL STUDIES
        - SCIENCE
        - HIGH SCHOOL EQUIVALENCY PROGRAM (GED)
        - SELF-DISCIPLINE
2. Each school district participating in the JJAEP will consider course credit earned by a student while in a Juvenile Justice Alternative Education Program (JJAEP) as credit earned in a district school.
3. Each program shall administer assessment instruments under Texas Education Code, Chapter 39.023 and shall offer a High School Equivalency Program (HSEP).
4. The JJAEP campus school guidance counselor shall review the student's academic progress with the parent or guardian of each student as part of the JJAEP intake and exit transition process.
5. During the intake meeting, YISD shall require the participation and input from the student's corresponding counselor or assistant principal from the Participating District to assist in making the decision to retain or

promote the student in conformance with applicable law and pursuant to YISD Policy. YISD reserves the right to conduct transition or grade placement conferences to better determine grade promotion for any students placed at JJAEP near the end of the school year.

6. At a minimum, the educational reviews will be required at the JJAEP intake meeting and at the JJAEP Exit Transition Meeting. The requirement under Texas Education Code §37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. Documentation of this review along with student and parent signatures verifying attendance of the mandated regular educational review will be forwarded to the JJAEP Administrator as part of each JJAEP student's intake and exit transition plans. Such verification will be kept in the JJAEP student case.
7. YISD agrees to provide a JJAEP Student Update Form upon a student's 65th day in JJAEP to the Participating Home School District that outlines youth's grades, attendance and discipline and will inform/justify any early JJAEP release decision by the Participating Home School District. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review in order to consider early removal based on youth's progress and/or other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students.
9. Assigned Juvenile Probation Officer will assist in the JJAEP academic and parental engagement goal during the JJAEP Family Program Orientation where a review of the JJAEP parental engagement folder and emphasis on linkage to the school's portal system will be made.
10. High school students will be assisted by educational school counselors, Communities in Schools (CIS) caseworkers and/or academic tutors (if available). If on formal juvenile supervision, the assigned Juvenile Probation Officer or designee will also monitor academic progress and work with parents to encourage follow up with respective support services. These efforts will assist youth at progressing academically towards meeting high school graduation requirements.
11. Class schedules/daily program schedules; curriculum and/or instructional materials, support services, attendance and student attendance daily rosters/sign-in sheets will verify compliance with this standard.
12. Self-Discipline courses or services must be specifically identified and communicated in writing to JJAEP Administrator by YISD at the beginning of the school year. Self-Discipline courses or services not listed as part of youth's daily course schedule will require that ISD maintain documentation of provision to JJAEP students via student signature to verify compliance in this area. Utilization of a specific school board approved curriculum is encouraged, however, not mandated if ISD demonstrates such services serve the goal of self-discipline.
13. In lieu of the traditional school curriculum, a High School Equivalency Program curriculum is available at JJAEP campuses pursuant to Texas Administrative Code §348.206. Any youth attending high school equivalency courses will be required to sign in and out to verify attendance. The high school equivalency course curriculum must address the elements required to pass the high school equivalency exam to ensure standards are met.
14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

(a) Special Education. (1)The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements. (2) The following ARD committee documentation must be maintained for each special education eligible student: (A) the most recent full and complete ARD meeting paperwork; (B) the manifestation determination ARD meeting paperwork; and (C) the most recent evaluation of eligibility for special education services.

POLICY

A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or § 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee determines that the alleged misconduct is not related to the student's disabilities. The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with Section 37.004, Education Code, and federal requirements.

PROCEDURE

1. After the committee determines that the alleged misconduct is not related to the student's disabilities and the school district documents that the Individualized Education Plan (IEP) has been fully implemented, the referring school district's ARD or §504 committee shall determine the length of placement at the JJAEP according to the district's Student Code of Conduct.
2. The local school district must invite the JJAEP Administrator or the administrator's designee to an Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student can only be placed in JJAEP for a maximum of 45 days.
7. Copies of the ARD to include the Manifestation Determination and the IEP and BIP must be provided to the JJAEP Administrator as an attachment to the expulsion packet. The following ARD committee documentation must be maintained for each special education eligible student:
    a. Most recent full and complete ARD meeting paperwork;
    b. Manifestation determination ARD meeting paperwork; and
    c. Most recent evaluation of eligibility for special education services
    d. Most recent individualized education program (IEP).
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide Free Appropriate Public Education (FAPE). Such services to provide a free and appropriate public education are the only services that the referring district is obligated to provide.
9. Should the proposed expulsion be under Texas Education Code 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.

10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspect that a student who has not been previously qualified as a student with disabilities under the Individuals with Disabilities Education Act (IDEA) may be eligible for services under IDEA in the future; it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statues and regulations.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. Texas Education Code 37.0021, requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

(b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained.

POLICY

The El Paso County JJAEP campuses shall provide English as a Second Language (ESL) services and instruction to address the needs of any student(s) who speaks English as a second language or who are non-English speaking. The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a Language Proficiency Assessment Committee (LPAC).

PROCEDURE

1. ESL certified teachers at each JJAEP campus shall provide services and instruction to students with such needs. The goal of ESL services is to develop English language proficiency using second language methodology though explicit instruction in speaking, reading, listening, and writing.
2. ISDs will identify JJAEP youth who are LEP or primarily Spanish speaking as part of the JJAEP campus intake meeting.
3. ISDs will ensure consideration is given regarding LEP or primarily Spanish speaking JJAEP students regarding academic instruction and as mandated by the Texas Education Code.

(c) Section 504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 10 school days after the student's enrollment. (B) The post-test must be administered no sooner than 65 days after the student's enrollment.

POLICY

It is the policy of the El Paso County JJAEP to comply with Texas Administrative Code, Chapter 348.208 (a) and (d). Additionally, each JJAEP High School will provide a High School Equivalency Program course to appropriate JJAEP students to prepare them to take the high school equivalency exam.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program for the high school equivalency testing. Attendance requirements will remain the same as for a student seeking a regular high school diploma.
    a. The assigned Juvenile Probation Officer will submit a recommendation for high school equivalency testing for any JJAEP student currently under the jurisdiction of El Paso County Juvenile Court.
2. All JJAEP students 16 years old or older having a total of four (4) high school credits or less will be considered a priority if student choose to pursue the high school equivalency testing.
3. Candidates 18 years or older may test when they have achieved the proper scores on pretests.
4. Parents/Guardians will be responsible for the fee for the five tests, plus transportation to the testing site unless other arrangements are made and/or agreed by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. Candidates for high school equivalency certificates will be given a pre-test at the College, Career, and Technology Academy (CCTA) which is operated by El Paso Independent School District and through the Ingenuity (software) (YISD). High school equivalency testing software have the pre-test embedded into the program to determine what areas the student will be required to take tutoring in. High school equivalency testing materials should be readily available for any auditing entity to examine.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test, but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
    a. High school equivalency file;
    b. High school equivalency class work;

c. High school equivalency curriculum.

12. Other areas of verification for high school equivalency completion:
    a. High school equivalency examinations results;
    b. Testing documentation, if applicable.

(e) Counseling. Counseling services (individual or group) shall be available to all students enrolled and in attendance at the JJAEP.

POLICY

Any social service or counseling needs demonstrated by the student constitutes a referral to the appropriate social service agency. Counseling services shall be available to all students enrolled and in attendance at a JJAEP. Counseling services may be provided via contracts with appropriate community-based service providers. Any subcontracted provider must undergo and pass a NCIC/TCIC background check and attend the JJAEP New Orientation Training (ANE portion only).

PROCEDURE

1. The assigned Juvenile Probation Officer and any assigned school-based caseworker or social worker (contracted or ISD employed) will utilize interviews, screenings and/or assessments to determine the needs of the student and his/her family.
2. The JJAEP campus and Juvenile Probation Officer will share information to ensure a JJAEP student's academic and emotional needs are met.
3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factor(s) and other identified needs.
4. If student is an adult and not referred to the Juvenile Justice System, a social service assessment may be given (if student makes themselves available) by the assigned Juvenile Probation Officer, JJAEP Administrator, or Court Representative. JPD will work in cooperation with any school-based caseworkers, counselors, social workers and/or adult Probation Officers to ensure appropriate service coordination.
5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:
    a. Academic tutoring.
    b. Mentoring services.
    c. After-school activities.
    d. Drug, gang, and violence prevention activities/counseling.
    e. Career assistance and exploration.
    f. Work experience opportunities.
    g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).
    h. Peer pressure, self-esteem, anger management programs, and cognitive skills.
    i. Referrals to health clinics.
    j. Referrals to family counseling (mental health professionals).
6. The Juvenile or Adult Probation Officer will refer the family to their department's service providers or other appropriate community-based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.
7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. The Juvenile Probation Officer will ensure that if the youth is in need of counseling services due to risk and under El Paso County 65th District Court's jurisdiction; such requirements must be included on the Judgment

of Probation or Deferred Prosecution Agreement in order to ensure the youth's needs are properly addressed as part of formal or informal supervision.

9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

(f) Meals. (1) Written policies and procedures must require that each student in attendance at the JJAEP is provided a lunch meal on each school day. (2) A student may not be denied a lunch meal as a disciplinary measure.

POLICY

It is the policy of the El Paso County JJAEP that all meals be eaten in an orderly and quiet fashion. JJAEP students shall be provided at least one (1) lunch meal during the course of the school day.

PROCEDURE

1. YISD shall provide lunch for each student assigned to the program pursuant to the Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. Meals shall not be withheld, delayed, or interfered with as a form of discipline or sanctions against a JJAEP student for their behavior.
4. Every student will be provided with a food tray regardless of their preference or willingness to consume the meal.

(g) Medical. (1) Authorization to Consent to Treatment. The JJAEP must have on file for each student: (A) an authorization to consent to medical treatment in accordance with Section 32.001, Family Code, signed by the student's parent, guardian, or custodian; or (B) documentation indicating the parent, guardian, or custodian has refused to sign. (2) Medication Administration. The JJAEP must have written policies and procedures governing the administration of medication to students. The policies and procedures must: (A) specify which personnel are authorized to dispense medication to students; (B) identify requirements for the storage, use, and distribution of all medication provided to students; (C) require the student's parent, guardian, or custodian to provide a written request for the administration of the medication; (D) specify that the JJAEP will not accept medication unless it is in the original, properly labeled container; and (E) require that distribution of all medication be documented, including the date/time administered, name of the person who administered, student's name, type of medication, and dosage.

POLICY

El Paso County JJAEP will adhere to TJJD standards and school district policy regarding medical procedures. JJAEP does not have an intensive physical education component but will adhere to guidelines regarding medication and related matters pursuant to the Texas Human Resources Code.

PROCEDURE

1. The Cesar Chavez Academy (CCA) JJAEP site shall obtain a medical release signed by the student's parent/guardian.
2. As part of the JJAEP school intake, the school nurse will complete a medical intake to inquire if the student has any special needs or medical conditions that may require the JJAEP staff's attention.
    a. A Medical Consent Form will be obtained at the time of the student's intake. If parent, guardian, or custodian refuses to sign the medical consent form, documentation indicating refusal must be maintained in the student's file.
    b. Students with medical conditions must notify administration and/or nurse.
    c. Students on medication must have a written order or prescription by a Texas Physician.
    d. Nurse/parent is permitted to administer medication.
    e. Medication must be stored in locked cabinet in the nurse's office.
    f. Medications shall be in the original properly labeled container.
    g. Log must be kept of all medications dispensed.
3. If the student poses a concern which may require screening, the nurse will refer the family for further medical evaluation.

4. If the parent/guardian advises of an existing medical condition or life-long condition (such as diabetes or seizures), the nurse will take appropriate measures to assure that the JJAEP can handle any concern or problem that may arise regarding the safety and care of the student.
5. If the parent/guardian advises that the condition is a heart or respiratory condition, the nurse may require medical clearance for the student to participate in any strenuous physical activity or community service.
6. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
    a. Contact poison control at 1-800-222-1222;
    b. Contact nurse;
    c. If nurse is not on duty, contact EMS;
    d. Student should be transported immediately to the hospital;
    e. Parents/guardians, district officials, and JJAEP Administrator/JPD officials should be contacted immediately;
    f. A TJJD incident report must be completed within 24 hours of incident (Serious Injury and/or Supervisory Neglect).
    g. If the nurse has any medical records that could be beneficial to emergency personnel or doctors, copies should be provided to emergency personnel.

(h) Programs that Include Intensive Physical Activity. (1) Weather-Related Policies. A JJAEP that has an intensive physical activity component must develop written policies and procedures regarding extreme weather conditions. These policies and procedures must address the following: (A) gradual acclimatization to hot weather; (B) student clothing for various weather conditions; (C) specific criteria for temperature and humidity level and other weather conditions that indicate when outside activity is not allowed; and (D) the provision of a water break to students at least once every 30 minutes during the intensive physical activity period. (2) Pre-Participation Physical Evaluation. (A) A student may not participate in intensive physical activity unless the student has received a pre-participation physical evaluation performed by a Texas-licensed: (i) physician; (ii) physician assistant; (iii)advanced practice registered nurse; or (iv) doctor of chiropractic. (B) The pre-participation physical evaluation must have been completed within one calendar year prior to the student's participation in intensive physical activity. (C) The pre-participation physical evaluation must indicate whether or not the student has any temporary or permanent physical limitations or conditions that would limit or prohibit participation in intensive physical activity. (D) The JJAEP must adhere to the limitations or prohibitions noted in the pre-participation physical evaluation report.

POLICY

The El Paso County JJAEP does not have an intensive physical activity component at any of the JJAEP facilities and will not require students to undergo any screening for physical activity.

§348.210 STUDENT ATTENDANCE ACCOUNTING

(a) Administrator's Responsibility. The JJAEP Administrator must ensure that attendance records for all students enrolled in the JJAEP are accurately documented, maintained, and reported to TJJD. **(b) Aggregate Attendance Accounting.** (1) The expulsion category of each student enrolled must be recorded on the student attendance records. (2) A specific character on the student attendance record must be used to identify a student's status as present, absent, or inactive. **(c) Student Entry and Exit Accounting.** (1) The student's recorded entry date is the first day the student is physically present at the JJAEP. (2) A student's recorded withdrawal date is the first school day on which the student is no longer enrolled in the program. The withdrawal date cannot be a date on which the student was present. (3) The JJAEP must maintain daily student sign-in sheets that contain each student's printed name and signature. (4) The time of entry or exit must be noted on the student sign-in or sign-out sheet for a student who arrives late or leaves early on any school day. (5) During the regular school year, a student must be present for at least four hours of the school day for it to qualify as an attendance day. **(d) Inactive Status.** (1) A student must be placed on inactive status if he or she: (A) is in juvenile detention and is not permitted to attend the JJAEP; (B) is in jail; (C) is a documented runaway; (D) is absent for a minimum of four consecutive school days due to an illness or other medical reason documented by a licensed physician, physician assistant, or advanced practice registered nurse; or (E) is absent for a minimum of 10 consecutive school days, which may roll over to the start of the next semester attended by the student. (2) Inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence. (3) A student who is maintained on inactive status for 30 consecutive school days must be withdrawn on the 31st day of inactive status. A student may not be maintained on inactive status for more than 30 consecutive school days, which may roll over to the start of the next semester attended by the student. **(e) Reporting Absences.** The JJAEP must have written policies and procedures that specify which staff member is responsible for reporting absences to the sending school district, which must occur at least once per week.

POLICY

It is the policy of the El Paso County JJAEP to accurately validate students' expulsion category, attendance in the program (total student attendance days and total student absences) and inactive status.

PROCEDURE

1. El Paso County JJAEP shall maintain student sign-in sheets. Student must sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. The sign-in sheets shall be recorded daily and include the student's printed name with their legible signature beside it.
2. Students must remain in attendance within the JJAEP for a minimum of four (4) hours of the school day during the regular school year to be considered present for JJAEP standards and reimbursement. However, for purposes of improved academic outcomes, JJAEP students should remain in attendance for the entire school day.
3. For purposes of attendance accounting, a student officially begins JJAEP the first day youth is physically present in JJAEP course instruction for a minimum of four (4) hours (does not include the JJAEP intake unless student attends JJAEP courses for a minimum of four (4) hours to include the JJAEP intake).
4. The school attendance clerk/registrar for the JJAEP campus shall provide all student attendance records by the third calendar day of each month as part of the MAR process interlocal provisions.
    a. The school attendance record (for the entire month) and the monthly sign-in sheet for each student is used as part of the Monthly Activity Report (MAR) and both documents must be submitted for each JJAEP student.
    b. The JJAEP campus attendance clerk/registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any absences a student incurs by the same operational day. As per truancy mandates, the JJAEP will adhere to any reporting requirements or mandates of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made to the corresponding entity.
5. Absences for more than ten (10) consecutive school days will be recorded as "Inactive days" and must have documentation attached to the monthly attendance records notifying that the student was detained or jailed; absconded; runaway status or has an extended illness or medical reason documented by a licensed physician or physician's assistant.
6. If it is determined that the student will not/has not return(ed) within thirty (30) school days, the JJAEP shall withdraw the student from the program on the 31st day. A student will not be maintained on "Inactive Status"

for more than thirty (30) consecutive school days. In the event the JJAEP campus implements online instruction as part of their COOP plan due to extenuating circumstances, a youth who is unable to locate or becomes inactive may not be withdrawn or removed from JJAEP.

7. The withdrawal date shall represent the date in which the student is no longer enrolled in the program. This date is not the last or final day youth attended JJAEP courses, but the following full school day in which youth was not in attendance.
8. The participating ISDs will complete, review, approve and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT**) on a monthly basis and submit the form and all related supporting documentation to the JJAEP Administrator by the 3rd calendar day of the month. If the third calendar days fall during a weekend or holiday, the report will be due by the following work day. Late or inaccurate submissions will result in a non-compliance finding.
    a. If any alterations are made and not initialed, it may result in a non-compliance finding.
9. The identified Campus Administrator will review and approve the MAR prior to submission to JPD as part of accountability and JJAEP campus quality assurance. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator has the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from the ISD that cannot be reconciled will be considered non-compliance and noted as part of the monthly compliance report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor's Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.
14. Due to the complex process required for accurate submissions, attendance to MAR training is required by ISD staff and administrators as part of the annual refresher training.

§348.212 INTER-LOCAL COOPERATION

Inter-Local Cooperation. (a) Parent, Guardian, or Custodian. (1) Progress reports must be given to the student and the student's parent, guardian, or custodian a minimum of once every 120 school days. (2) Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation. (b) School District. (1) Student Entry and Exit Transition Plans. (A) For each student, the JJAEP must coordinate with the sending school district to develop a written transition plan for entrance into the JJAEP. (B) For each student, the JJAEP must develop a written exit transition plan, provide the plan to the receiving school district, and maintain written verification that the plan was sent. The exit transition plan must include all information regarding courses in progress or completed, current grades for courses in progress, and number of attendance days and absent days. (C) The JJAEP must provide the student and the parent, guardian, or custodian with a copy of the exit transition plan. (2) Student Assessment. All students enrolled in the JJAEP must take the statewide assessment as required under Section 39.023, Education Code. The JJAEP must have policies and procedures addressing: (A) the delivery of testing materials to and from the JJAEP if the assessment is administered on-site; and (B) the administration of the statewide assessment to the students.

POLICY

Each school district's expelling entity shall notify a student's parent, guardian, or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. A strong emphasis on parental engagement will be placed by the JJAEPs through the JJAEP intake and exit transition meetings, in which a regular educational review will be required to inform the parents regarding youth's educational status. Throughout

youth's participation in a JJAEP setting, each JJAEP ISD will also advise parents of child's academic progress every semester or earlier if requested by El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to the Texas Education Code §37.0081 the authority to expel and place a student in an alternative school setting vests with the Board of Trustees of a school district, or the Board's designee.
2. The designated Behavior Coordinator for each expelling campus/district shall fulfill their duties as described in Texas Education Code, Chapter 37 rules prior to placement in JJAEP and in the event a student in JJAEP is subject to in-school suspension or out-of-school suspension.
3. Each ISD expelling entity/designee must conduct an expulsion hearing and forward the expulsion notice with the required data information (must include TSDS #) to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program.
4. Any youth placed in DAEP, while on waiting list for JJAEP placement will be credited those days towards JJAEP term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Documentation received for JJAEP placement will be reviewed by the JJAEP Administrator to ensure JJAEP criteria are met. (Pursuant to the Texas Education Code, Chapter 37.007 and in accordance with the Interlocal Agreement) Such documentation is as follows:
    a. The alleged offenses **MUST** have occurred on school property or at a school sponsored or school related activity;
    b. If the offense is drug or alcohol related and is punishable as a felony, the offense **MUST** have occurred on or within 300 ft 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;
    c. The student **MUST** be **expelled** by the school district pursuant to a mandatory expulsion offense listed in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).**
    d. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
    e. The school district **MUST** file an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion.
    f. The respective law enforcement agency **MUST** make a formal referral to the Juvenile Court or Adult Justice System.
    g. To be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one (1) calendar year.
        (i) Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time. However, should special circumstances arise in the event that JJAEP enrollment is at 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such case, the Participating Districts agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of 100 school days, and the "75-day placement review" may occur at any earlier date acceptable to the Participating District.

(ii) In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Participating districts may place expelled students in their own district's DAEP.

(iii) Students shall be accepted into JJAEP in the order placed on the waiting list. However, the student will only be accepted if there are a minimum of 45 days remaining in the term of expulsion.

(iv) A student whose expulsion involved violence, a terroristic threat, or a firearm will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit.

(v) In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or the JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.

(vi) The JJAEP Campus will not accept any referrals within the last three (3) weeks of YISD's instructional school year. Any referrals submitted during this time shall be denied placement and the referred student will remain the responsibility of the Participating District to place in its own DAEP setting for the remainder of the school year.

h. Pursuant to Section 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in 37.007(c), TEC. However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.

i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.

(i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.

(ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.

(iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.

6. Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to §37.007 of the Texas Education Code along with all information required pursuant to §52.041 of the Texas Family Code no later than the third (3) business day after a hearing is held pursuant to §37.009 of the Texas Education Code and the JJAEP Interlocal Agreement. Failure to provide such written notice shall result in the child remaining in a district's alternative educational program until proper notice is given to the JJAEP Administrator.
7. Expulsion Notice shall also be provided to parent/guardian, JJAEP Campus, and JJAEP Administrator. At a minimum, expulsion notice should contain:
    a. Student's Name and DOB.
    b. Mandatory Offense.
    c. Offense Code.

d. Expulsion Term.
    (i) Expulsion Date.
    (ii) Expulsion Term Expiration.
    (iii) Identified Review Date.
e. Texas Student Data System (TSDS) number.
f. PIEMS number.
g. Law Enforcement Agency (LEA) incident report number.
h. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.

8. If student is eligible for special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services.
9. Each school district shall provide a copy of the law enforcement report or "Notice of Delinquency" for the offense for which the student is being placed into the JJAEP along with the Expulsion Letter/Notice.
    a. For adult students pending charges within the Adult Criminal Justice System, the JJAEP Administrator may not require an offense report to be provided by the participating school district, if offense report is obtained directly from On-Call Records (WebRMS) and confirmation determines that the offense meets the mandatory criteria and probable cause has been established.
10. The JJAEP Administrator will forward the "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" to the referring district and Campus Administrator within three (3) business days upon receipt of the appropriate documentation to include: the police report or Notice of Delinquency notification, Expulsion Order and/or Expulsion Letter in its entirety. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**
11. The JJAEP Administrator will forward a "REFERRAL DENIAL" form to the referring school district if criteria on the police report does not meet the requirements specified in the JJAEP Interlocal Agreement pursuant to §37.007 of the Texas Education Code. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
12. Failure to enroll in the JJAEP program within ten (10) school days of the JJAEP acceptance (in which no appeal is pending) will result in the reversal of the JJAEP acceptance.
13. To facilitate a smooth transition, facilitate a student's placement in a JJAEP and meet standards pursuant to Texas Administrative Code 348.212, the home school (sending school) will immediately provide a written transition plan to include all transcripts and appropriate documentation, and any special education and LEP documentation to the JJAEP Campus Administrator.
    a. Along with the JJAEP Acceptance Form, the JJAEP Administrator will submit the JJAEP Request for School Records on all new JJAEP enrollments. The expelling district agrees to immediately, but not later than three (3) school days from JJAEP acceptance determination, provide and advise the JJAEP campus of all necessary school withdrawal and educational records; to include any special education or 504 paperwork in order to facilitate an appropriate educational plan.
14. The school records request form includes the following:
    a. The withdrawal form from the home school.
    b. Transcripts.
    c. CUM file.
    d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
    e. Notification of Expulsion.
    f. Immunization.
    g. Grades and credits; and
    h. State assessment scores (SEE EXIT DATA REPORTING)

15. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent within seven (7) to ten (10) school days of JJAEP acceptance. If a student's JJAEP Intake appointment cannot be fulfilled within such timeline, the JJAEP campus must communicate reasoning to JJAEP Administrator.
16. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
17. During the JJAEP intake, the parent and student will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S).** An emphasis will be placed on the JJAEP's policy regarding a zero-tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
18. Upon the commencement of the school year and as deemed appropriate, Participating Districts will hold review under Interlocal Agreement Placement Review section for returning JJAEP students that carried over from prior school year and have met the 75th day placement day in JJAEP.
19. For students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Copies of the JJAEP student's progress report will be provided to the parent, guardian, or custodian and the JJAEP Administrator at a minimum of every 120 days or earlier. The JJAEP Administrator or 65th District Court may request grades more frequently.
2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting is intended to review the youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful.

C. JJAEP EXIT CRITERIA

1. A student shall exit from the JJAEP upon the expiration of the term of expulsion as stated on the student's expulsion letter, upon completion of their court ordered or deferred supervision; or at the discretion of the school district after advising the JJAEP Administrator in writing of the district's decision. It is highly recommended that the sending school expel for a minimum term of 75 school days. This minimum term allows for adequate timeframe for student to demonstrate progress and take the IOWA standardized test as part of the JJAEP Performance Measurement.
    a. All ISDs afford an appeal process to the expulsion decision and a school district has the discretion to make an administrative decision and remove a student from the JJAEP at any time and return the student to the home school or place in the district's Disciplinary Alternative Education Program (DAEP). Written notification to the JJAEP Administrator from the school district, JJAEP Campus, or designee will be required advising of their action. The letter will be placed in the student's JJAEP electronic file.
    b. Should the ISD overturn their ruling, the ISD or designee must notify the JJAEP Administrator within same day of decision.
2. The student will be JJAEP post-tested (IOWA Basic Skills Test, Complete or Survey on-line versions) prior to projected exit date if he/she has been enrolled in the JJAEP for a minimum of 65 days.

3. Assigned Probation Officers must inform the JJAEP Administrator (in writing) within 30 days in advance of projected early termination date if youth will be recommended for an earlier termination than what was originally advised on the JJAEP Collaboration and Status Notice. This notification is vital as youth must be post tested prior to exit from a JJAEP campus and for purposes of reimbursement. Once youth's supervision status changes and he/she is no longer under the supervision of the Court, it may result in the Post Test not being given due to youth's JJAEP exit.
4. If a student has completed Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision, a Motion to Terminate, Review Hearing Order (terminating the student), Letter of Closure/Completion from Deferred Prosecution (DP) or other official closure action the JJAEP Administrator or designee shall be responsible for communicating the change in legal status to the JJAEP Campus and the respective School District.
5. The School District will make the determination to transfer the student into their Disciplinary Alternative Education Program (DAEP) or return the student to their home school. Notification will be required from the school district advising of their decision within five (5) business days. The email and ISD response will be placed in the student's JJAEP case.
6. If the student Court disposition includes: prosecution refused, found not guilty, or dismissed by court, paperwork (Order of Dismissal, Decline, and Not delinquent by trial) must be obtained and forwarded to ISD expelling entity establishing that the disposition has occurred. The school district will make a determination to transfer the student into DAEP or to reintegrate the student into his/her home school. ISD response will be required within five (5) workdays advising of their action. The letter will be placed in the student's JJAEP case.
7. JJAEP campuses will submit a withdrawal or a Universal Lever form to the JJAEP Administrator within five (5) school days of exit indicating the student's JJAEP exit date along with the JJAEP exit data reporting form.
8. A withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**
9. Students exiting JJAEP during the summer due to completion of supervision will be counted in the previous school year. The cut-off date for counting summer exits is the day before the new school year starts.

D. EXIT TRANSITION MEETINGS

1. Upon notification from the JJAEP Administrator of youth's exit due to termination of court ordered supervision or completion of JJAEP term, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the returning home school.
2. The purpose of this meeting will be to meet Texas Administrative Code §348.212 and develop the foundation for academic and social success after JJAEP exit and upon return to student's home school.
3. The following will be invited to the Exit Transition Meeting: JJAEP Campus Administrator or designee, CIS, special education teacher (as applicable), guidance counselor, student, parent/guardian, assigned Probation Officer or JPD representative and home school Administrator or designee. The meeting's purpose will be to review youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful. The following information is also reviewed during the JJAEP Exit Transition Meeting:
    a. A review of educational courses attended.
    b. Credits earned and credits pending.
    c. Youth's discipline and behavior progress and areas of improvement.
    d. Attendance record.
    e. IOWA assessment pre and post test scores, if available.
    f. STAAR or TAKS assessment scores.
    g. Transcript and grades in progress.

h. Youth's accomplishments and improvements.

4. At the time of official exit, the parent will be provided with a withdrawal packet (Withdrawal packet or Universal Lever) –from the JJAEP facility which may include Withdrawal form/Universal Lever, grades, credits, attendance records and immunization.
5. The JJAEP will forward the student's transcript to their respective home school.
6. Respective JJAEP registrar shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.
7. A transcript for graduating students will be required. The transcript must advise that the student is being "recommended for graduation".
8. If the student's court disposition/status changes such as charges being downgraded, lowered to a misdemeanor charge, not found guilty, case was dismissed, or no disposition ordered, each school district determines whether a student returns to the home school or is placed into the district's Disciplinary Alternative Education Program (DAEP).

E. STATEWIDE ASSESSMENT

It is the policy of the El Paso County JJAEP that all students enrolled in the program shall take the State of Texas Assessment of Academic Readiness (STAAR) examination and it shall be administered at the appropriate grade level to the student at the JJAEP.

1. If required due to grade level classification, JJAEP students will take the state assessment (STAAR replaced TAKS). Students that were started with the TAKS test will continue to be tested with TAKS. Students beginning to be assessed will begin with the STAAR assessment. Eventually the TAKS will phase out.
2. Teachers are trained in accordance with TEA guidelines at a staff development prior to the scheduled testing.
3. Each JJAEP has a designated testing coordinator (usually the school counselor) to assure that the TAKS or STAAR is carried out appropriately and is responsible for safeguarding the confidentiality of the test and ensuring the test is administered as per established guidelines.
4. Designated teachers may assist the principal in verification of grade status, securing test materials, and administrating the TAKS or STAAR test in accordance with TEA guidelines.
5. All TAKS or STAAR scores shall be reported to the student's home school district as part of the exit process.
6. Scores for students that took any state assessments will be requested from designated person who has access to TEA website on score results; scores are required for the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**
7. Any JJAEP student who did not pass STAAR grades 3-8 or EOC assessments must receive accelerated instruction. Accelerated instruction entails either assigning a classroom teacher who is certified master, exemplary, or recognized teacher; or delivering supplemental instruction (tutoring) before or after school or embedded in the school day.

(c) Juvenile Probation Departments. (1) The JJAEP and the local juvenile probation department must jointly coordinate the provision of needed social services for the students enrolled in the JJAEP. (2) Local juvenile probation departments must provide to the JJAEP information regarding the probation status of each student and the name of the student's juvenile probation officer. (3) The JJAEP must provide the local juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP.

POLICY

The El Paso County Juvenile Probation Department shall cooperate in providing JJAEP students with needed social services for students. JPD and the JJAEP Campus will coordinate and share necessary information regarding probation status of any JJAEP student, and the JJAEP campuses will provide the JJAEP Administrator with monthly attendance, discipline and grades for students enrolled in the JJAEP.

PROCEDURE

1. The JJAEP Administrator will forward the JJAEP Collaboration and Status Notice within five (5) days of JJAEP acceptance to inform the JJAEP Campus and assigned Juvenile Probation Officer of the following, if not yet provided:
    a. Student's JJAEP start and projected end date.
    b. JJAEP eligible offense.
    c. Student's Court and/or supervision status, start and projected review and/or end dates.
    d. If pending adjudication or disposition, student's pending Court dates.
    e. School record request and JJAEP Exit Transition Meeting information.
    f. Student's assigned Juvenile Probation Officer (if applicable).
    g. Juvenile Probation Manager and Director will be copied to provide for support to respective Juvenile Probation Officer (as needed) or in the event officer is unavailable.
    h. An updated Collaboration and Supervision Notice will be sent once youth's case disposition changes and to advise school of changes in Juvenile Probation Officer(s).
    i. Placement status due to end of the academic year.

2. The JJAEP campus liaison will provide the following documentation to the JJAEP Administrator on a monthly basis. If updated, records are needed for Court purposes:
    a. Monthly Activity Report (MAR).
    b. Spreadsheet/Roster; (Accompanies MAR, designates when a JJAEP student enters and exits).
    c. Attendance Records - (Accompanies MAR, JJAEP students on court ordered probation require Probation Services Officers to request educational records or referrals for Court purposes).
    d. Grades in Progress; Discipline Referrals (required for all major violations of the JJAEP Student Code of Conduct, but all referrals are needed for Court reporting).
    e. JJAEP campus will provide an updated JJAEP Staffing and Certification Log listing and CPR, First Aid, and CPI certification log every month at the time the MAR is submitted (Sent with MAR).

§348.214 PHYSICAL PLANT POLICY

Physical Plant. (a) The JJAEP must conform to all applicable federal, state, and local ordinances and codes. Each JJAEP must have on file the most recent inspections (i.e., health and fire) conducted by the local governmental authority having jurisdiction. (b) The number of occupants in the JJAEP may not exceed the rated capacity as determined by the appropriate fire authority. The JJAEP must maintain documentation from the appropriate fire authority for the rated capacity of each classroom and for the entire building. (c) The classroom space and common areas must be adequate to meet the programmatic requirements for each student enrolled and in attendance in the JJAEP, including sufficient seating and desks or tables. (d) All fixtures, including any emergency lighting, must be in working order. (e) Repairs must be made promptly to all furniture, equipment, and fixtures currently in use that are not in safe working order.

POLICY

The JJAEP will abide by federal, state, local ordinances, and codes, and TJJD Standards for Physical Plant compliance. The PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT will be utilized once per year to monitor current health and fire inspections, occupancy signs in the classrooms and common areas, and that classroom space, fixtures and common areas are adequate to meet the programmatic requirements for each student. **(SEE APPENDIX E AND E1 – PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT).**

PROCEDURE

1. All emergency exits within each of the JJAEP campuses should be:
    a. Properly positioned.
    b. Clear of obstruction
    c. Permanently marked for evacuation in the event of fire or another emergency.
2. Places of assembly must have a minimum of two (2) operational exit options.

3. The local Fire Marshal has issued occupancy limit notices (capacity signs) for the El Paso County JJAEP campus. Each facility establishes that they will comply with the state and local fire authority regarding:
    a. Rated capacity in classrooms.
    b. Rated capacity in the cafeteria with tables in room; or without tables in the room.
    c. Rated capacity in the gymnasium area (if applicable).
    d. Capacity of the JJAEP facility as determined by the local Fire Marshal.
4. Each school district will ensure that the JJAEP facility provides comprehensive insurance coverage that includes property insurance and comprehensive general liability insurance. Insurance coverage includes workers compensation in accordance with the laws of the jurisdiction.
5. A copy of the policy can be obtained through the school districts' central offices.
6. Each JJAEP facility will ensure that interior finishing materials; furnishings in classroom areas, exit areas and places of public assembly are in accordance with recognized National Fire Safety Codes and the referenced guideline.
7. Separate and adequate space in the El Paso County JJAEP campus is provided for all mechanical equipment such as heating, air conditioning, electricity, etc.
8. The YISD JJAEP campus will ensure that the facility has appropriate means and steps implemented to provide comprehensive safety and protection to students within the facility and to prevent access by the general public without proper authorization or clearance.
9. The YISD will assure that the JJAEP campus conform to all applicable Federal, State and Local Building Codes and shall have available for inspection at all times a "Certificate of Occupancy" issued by the city of El Paso verifying that all necessary local building codes have been met in order for the program to operate within each JJAEP campus.
10. To determine compliance with this standard, the following will be reviewed:
    a. Review the facility's most recent fire inspection report for any violations cited by the appropriate authority. Fire Inspection Report should be posted within the facility where it is easy visible.
    b. Review the current health inspection report, if applicable. Health Inspection Report should be posted in the facility's kitchen area where it is easily visible.
    c. Review the current food handler's certification, if applicable. Food Handler's certification should be posted in the facility's kitchen area where it is easily visible.
11. The JJAEP will use the **COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** to examine the applicable areas. A compliance monitoring assessment will be conducted yearly by JPD/JJAEP. If findings show that there are continued non-compliances the JPD/JJAEP may need to conduct more frequent compliance monitoring assessments.
    a. Facility Administrators will be notified of the discrepancies to be corrected as soon as possible. On the Physical Plant under Texas Administrative Code §348.214 a period of two weeks to correct non-compliance will be given.
    b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
    c. Compliance Monitoring reports will also be forwarded to the Juvenile Chief Probation Officer who will provide compliance/non-compliance matters to district superintendents, school administrators, and other district officials in charge of their alternative schools.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSES

(a) Security Plan. The JJAEP must have a written plan that addresses security: (1) within the JJAEP building(s); (2) on the JJAEP campus; (3) at JJAEP-sponsored events that take place off campus property; and (4) during transportation of JJAEP students; if applicable. **(b) Transportation** The JJAEP must have written policies and procedures that govern the use of motor vehicles to transport students enrolled in the JJAEP. The policies and procedures must address the following: (1) authorized methods of transportation; (2) security and supervision requirements; (3) authorized transport personnel; (4) procedures for responding to emergencies while transporting students; (5) a requirement to possess appropriate auto liability insurance when transporting students in personal vehicles, if allowed; and (6) circumstances under which a student is allowed to drive a personal vehicle to the JJAEP campus. **(c) Emergency Situations.** The JJAEP must have written policies and procedures regarding emergency situations. The policies and procedures must address the following: (1) emergency evacuation plans; (2) assignment of staff responsibilities; (3) notification of emergency services; and (4) procedures for specific emergency situations, including: (A) fire; (B) bomb threat; (C) hazardous weather conditions; (D) active shooter event; and (E) riot. **(d) Medical Emergencies.** The JJAEP must have written policies and procedures addressing medical emergencies. The policies and procedures must address the following: (1) obtaining medical assistance; (2) when emergency medical services must be called; (3) notification to appropriate staff and to the parent, guardian, or custodian of the student involved; and (4) documentation of the incident.

POLICY

The El Paso County JJAEP security plan shall ensure that a control location be provided to ensure that students remain safely within the facility; to prevent access by the general public without proper authorization; and to accommodate general staff communication and information gathering. The front desk at every JJAEP campus shall be the designated control area for the facility. A written security plan is also provided for school-sponsored events, off school property and during transportation of JJAEP students.

PROCEDURE FOR CRISIS SITUATION

Staff or designated person will advise front desk/control area of crisis situation.

1. Alarm system activation may be necessary to activate the evacuation/lockdown procedures.
2. Support staff radios; security supervisor on duty; and designated response staff will announce a designated code, i.e., a “Code Red”.
3. Supervisor and response staff will deploy to location of the crisis.
4. To ensure timely response by supervisory staff during the designated code, a fire drill shall be conducted a minimum of twice (2) per academic year. A fire drill code report shall be filled out by a School Administrator or designated person performing the drill and submitted to the School Administrator after each drill.

Front Desk/Control Area:

1. The front desk/control area shall be staffed with at least **one (1) staff member** during regular business hours.
2. Supervision staff will rotate monitoring the front desk/control area whenever JJAEP support staff is unavailable.
3. The use of the JJAEP phones at the front desk/control area shall be limited to business related calls to authorized personnel only. Any necessary personal phone calls that must be made shall be kept to a minimum to ensure security of the incoming and outgoing persons, JJAEP students, etc.

School Sponsored Events Off Campus:

1. JJAEP students participating in any type of outings will be adequately supervised. Precautions will be taken to assure that there are enough authorized personnel to supervise students.
2. Headcounts will be conducted periodically to assure that all students are present.
3. If JJAEP staff uses their personal vehicles to transport, they must have adequate liability insurance which should be current and, in their employee, electronic file.
4. A Parental Authorization form for students participating in an outing must be obtained prior to the departure on the outing.
5. In the event of a serious incident occurring during an outing, the same procedures will be practiced as outlined for any serious incident or emergency situation while on campus. Report the incident immediately to emergency personnel, administrators, and to TJJD if applicable. In the latter, a TJJD Incident Report must be submitted within 24 hours for all TJJD serious incidents or ANE allegations.

General Public/Visitors:

1. At no time will citizens from the general public be allowed to access the main corridor, or interior of the facility without prior clearance and approval from JJAEP operational staff.
2. All visitors shall report to the front desk/control area for verification, sign-in and declare the nature of their business.
3. No visitors will be allowed to pass the control area without prior authorization or clearance.
4. Visitors roaming the outside campus grounds should be reported immediately to campus security or ISD police, or city police (if stationed on campus).

SCHOOL BUS TRANSPORTATION

Transportation of students attending the JJAEP will be the responsibility of the student's sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.

The Sending District's transportation plan for its student(s) must acknowledge and adhere to YISD's board approved calendar then in place; and in doing so, observe all YISD approved Professional Development days, early release, holiday closures, intersession, Spring Break, start and end of instructional year, and other calendar conflicts and shall make any modifications necessary to its student transportation plans.

Parents or other designated responsible adult are expected to provide supervision of their own child at the bus stop site. Parents, or other designated responsible adult are expected to remain at the pick-up site in the morning until the student boards the bus as well as be at the bus stop site when the child gets off the bus in the afternoon. If the participating district does not provide bus transportation, parents/guardians are ultimately responsible for transporting the JJAEP student to and from the JJAEP facility. Students are expected to arrive on time to school regardless of their method of transportation. JJAEP personnel authorized to transport JJAEP students must have proof of adequate auto liability insurance and a current driver's license when transporting in personal vehicles.

PROCEDURE

1. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place.
2. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held.
3. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.
4. The sending district's must adhere to the YISD's board approved calendar regarding Professional Development days, early release, holiday closures, intersession, Spring Break, start and end of instructional year, and other calendar conflicts.
5. Any serious incident or negative behavior of a JJAEP student will be reported to the School Administrator/Assistant Principal.
6. Bus drivers will follow their districts policy on maintenance and transportation of students.
7. Negative behavior on a school bus will warrant an incident report to be submitted to the School Administrator/Principal and JJAEP Administrator due to the potential of harm to others. The School Administrator or JJAEP Administrator may take administrative/legal action deemed appropriate for the student's negative behavior.

8. A copy of the incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
9. Emergencies while transporting students will be handled appropriately by notifying police, EMS, administrators, parents, TJJD, and JJAEP Administrator in a timely manner. They will be handled like any other emergency situation.
10. Adult students that present a dire need to use their personal vehicles and the permission of their parents to get to school may be considered. The student will be required to present proof of current insurance and possess a current TX Driver's License to their JJAEP campus.

EMERGENCY SITUATIONS

The JJAEP shall have written policies and procedures regarding emergency situations and will address emergency evacuations plans; assignment of staff responsibilities; and notification of emergency services. It is the policy, procedure, and practice of the El Paso County JJAEP to have emergency procedures including but not limited to:

A. Fire;
B. Bomb Threats;
C. Hazardous Weather Conditions;
D. Active Shooter Event; and
E. Riots

PROCEDURE

A. FIRE

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.
2. The El Paso Fire Department will respond to any-and-all emergencies experienced at the JJAEP.
3. The El Paso Fire Department shall inspect the JJAEP Campus fire safety plan, which includes the appropriate location of fire extinguishers, first-aid supplies and emergency exits.
    a. Fire extinguishers within the JJAEP Campus will be inspected, certified, and tagged as properly charged and workable on an annual basis by an independent and authorized agent.
    b. If extinguishers are used at any time, they shall be recharged and returned to fully operational as soon as possible.
4. The JJAEP Administrator shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.

Combustible Refuse:

All other combustible refuse (i.e., rags used with flammable liquids) will be disposed of immediately after use in the outside metal dumpster. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:

Fire drills shall be conducted at least twice (2) a year; however, some school district policies require fire drills no less than once a month during the JJAEP daily program. The following protocol applies for Fire Drills:

1. The School Administrator or designee shall schedule the drills. Prior notification to students about the drill shall not be given to increase drill effectiveness and real life response time.
2. The School Administrator or designee conducting the drill shall monitor all aspects of drill operations.
3. The School Administrator or designee shall contact security personnel to inform them of the need to perform a fire drill.
4. Security personnel or designee shall activate the fire drill alarm system.
5. The students and staff shall evacuate the facility to the designated safe zone (staff parking lot).
6. A head count shall be performed of all students to ensure all students are accounted for.
7. Once all staff and students are accounted for, and the "all clear" on the drill is issued, all persons shall return to the regularly assigned areas.

8. Fire drills shall be timed to measure effectiveness and efficiency of the fire plan.
9. The School Administrator or designee shall make entries of all fire drills conducted into a reporting form/log.
10. Records reflecting the fire drill(s) shall be maintained and provided to the JJAEP Administrator.

Evacuation Plan:

It is the policy of JJAEP to provide an evacuation plan for staff members, students, and visitors in the event of fire or a major emergency requiring evacuation of the JJAEP facility. All JJAEP staff are trained in the implementation of written emergency plans through the Campus Administrator upon assignment to the JJAEP Campus and this component is also reviewed as part of JJAEP New Orientation Training.

1. The JJAEP Campus Administrator shall ensure all staff is familiar with the building floor plans and primary and secondary evacuation routes.
2. Fire or exit drills may be conducted monthly as per certain ISD policy. For all fire drills conducted, the JJAEP Campus Administrator/designee shall maintain a log and documentation of drill results and forward results on a monthly basis (or when drills occur) to the JJAEP Administrator to utilize toward compliance monitoring. Favorable ratings will be highlighted as part of Physical Plant compliance monitoring for ISDs that emphasize safety through drills that exceed frequency and standards.
3. A copy of the JJAEP floor plan and emergency evacuation routes shall be posted on prominent readily visible areas throughout the JJAEP buildings.
4. Exit signs are located in principal areas throughout the buildings and aid in the prompt evacuation of students and staff.

Fire Prevention Practices:

JJAEP Staff should always be on the lookout for fire hazards such as altered electrical outlets, overloaded electrical units, used/empty fire extinguishers and improper trash storage. It is essential that all staff make fire prevention a basic part of their daily activities. All staff shall be attentive to maintaining good housekeeping standards to enhance fire safety practices, including:

1. Proper storage of combustible material.
2. Prevention of hazardous electrical situations.
3. Training for students in fire safety procedures.
4. Fire drills.
5. Equipment checked regularly.
6. Purchase of fire-resistant furnishings and materials within facility.

The Staff Member first detecting smoke or signs of a fire shall:

1. Utilize a fire extinguisher to put fire out if fire is small and controllable. However, the main purpose of the extinguishers is to assist in evacuation from the building.
2. After use, contact the JJAEP Campus Administrator to report the incident requiring the use of an extinguisher and request that the extinguisher be serviced and refilled.
3. After removing extinguisher from its mounting bracket, to activate and employ the fire extinguishers, the **"PASS"** methodology shall be utilized:
   P - Pull the silver-colored pin.
   A - Aim at the base of the flame.
   S - Squeeze the handles together, and
   S - Sweep side to side and from the bottom of the fire.

Fire Plan Review

The JJAEP Campus Administrator shall review the fire and emergency plan with JJAEP staff as specified in this document and update annually, if necessary.

Fire Investigations
The JJAEP Campus Administrator shall investigate or ensure adequate investigation by a qualified person is conducted for all reported fires in the facility, regardless how minor they are.

Firefighting Equipment and Fire Fighting Personnel
The emergency number for fire and EMS assistance is 911. The emergency dispatcher should be provided all information necessary describing the nature of the emergency.

Emergency Lighting
Emergency lighting must be available and provide sufficient illumination to exit areas in the event of any emergency resulting in a power outage.

Fire Hydrants
Fire hydrants are accessible and properly maintained in accordance with city ordinances and regulations. El Paso County JJAEP campus will advise staff and students where all fire hydrants are located. The fire/smoke detection system within the JJAEP campuses, are comprised of the following elements:

1. Emergency pull stations.
2. Smoke detectors.
3. Fire extinguishers.
4. Audio/visual alarm indicators.

Emergency Pull Stations
Emergency pull stations may be utilized when staff detect fire or smoke before the installed smoke detectors engage, or in any other emergency requiring staff and students to immediately evacuate the building according to posted safety floor plan. To set the alarm, pull down the handle and the alarm will sound. (Emergency pull stations will be tested annually).

Trash Receptacles
Trash receptacles are located throughout the facility they shall be maintained to reduce the possibility of fire. Trash receptacles shall be:

1. Fireproof.
2. Readily accessible.
3. Empty and cleaned daily.
4. Operational

Emergency Plans
A copy of the floor plans shall be posted throughout the JJAEP campus facilities.

First Aid Equipment
JJAEP staff has access to any of the emergency First Aid kits located throughout the facility and regular status JJAEP employees will also receive periodic First Aid training as part of JJAEP standards.

B. BOMB THREAT
Written Bomb Threat:

1. Save all the materials including any envelope or container.
2. Handle the material as little as possible, to preserve possible fingerprints.
3. Contact local law enforcement immediately to assess and intervene in the suspected bomb threat danger.
4. After police are notified, contact the JJAEP School Administrator/designee and advise of the status of the situation at hand. Turn over all material to the police upon their arrival at the scene.

Telephone Bomb Threat:

1. The staff member answering the telephone should refer to the FBI Information card on the next page and conduct the following instructions:
    a. Exact words of the caller.
    b. Exact time the call was received and ended.
    c. Description of the caller's voice.
    d. Questions to ask (try to get specifics):
        - When is the bomb going to explode?
        - Where is it?
        - What type of bomb is it?
        - What does it look like, etc.?
2. Remain calm, be polite, and show interest; DO NOT hang up, even if the caller does.
3. Try to keep the caller talking to learn more information regarding the potential threat.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
5. Report the call to the School Administrator immediately when call is terminated.
6. Take the students outside and move them to a safe distance away from the building.
7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
8. In the event that facility has to be evacuated due to an imminent bomb threat, all students, staff, and visitors will be moved in an orderly manner out of the building to a safe location. Each facility has their evacuation plan to follow. Only emergency personnel will remain in the building and will be the only authority to approve the return into the facility. School Administrators and designated staff to assist in the evacuation shall be responsible for facilitating the evacuation from and back into the building when Law Enforcement and/or Fire Marshal give order to reenter the facility.
9. Student's parents should be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the case of a **SEVERE STORM ALERT:** Students, staff, and visitors should be moved to a designated safety area in hallway. In case of **LOSS OF ELECTRICAL POWER**: Emergency power automatically will be provided to a JJAEP facility via an automated emergency power generator, which will provide emergency lightening and back up to any other essential operational equipment.

D. ACTIVE SHOOTER EVENTS

The JJAEP campus must have policy and procedures in place and readily accessible to staff addressing active shooter events. Drills must be conducted as per district policy, statute, or Texas Education Code standards to ensure students and staff are aware of the necessary steps needed to ensure preservation of life during an active shooter situation. Cesar Chavez Academy (CCA) classify active shooter drills as "lockdown drills".

E. RIOTS

1. In case of a riot, fight, or hostage situation, police officers on campus will be notified immediately. The El Paso Police Department will take command of the situation and will instruct School Administrators of necessary actions.
2. Students not involved in the disturbance will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding.

4. Police will detain students participating in the event for further investigation.
5. Police will take appropriate action on students involved to include detention or release pending outcome of investigation.
6. School Administrators will report the incident to the JJAEP Office immediately and submit an incident report to the JJAEP Administrator.
7. A copy of the incident report will be placed in the student's case.

F. MEDICAL EMERGENCIES

To ensure the safety of the JJAEP students, all medical emergencies (illness or injury) shall be responded to immediately. The JJAEP Nurse or designated staff member will call 911 for a medical emergency.

DEFINITION:

Emergency Care: An emergency refers to any serious illness, injury, or situation, which may require surgery and may or may not be life threatening. The following guidelines will be followed in an emergency health related situation that may present itself as a life-threatening situation:

1. The staff member first to arrive on the scene will begin administering first-aid until professional medical care arrives. While one staff member is administering first-aid, another shall be responsible for calling 911 and obtaining EMS services, contacting the School Administrator, parents, and police on campus. The student's welfare is the highest priority, therefore all necessary actions to assure their well-being.
2. Life threatening situations will warrant EMS to transport the student to the University Medical Center of El Paso. A copy of the signed Consent for Medical Treatment will accompany the student with EMS personnel.
3. Once the student has been stabilized or transported, a JJAEP staff member will be responsible for the following:
    a. Brief all necessary personnel on the situation and await further instructions from the school administration.
    b. Assure that the parent or a staff member will be at the hospital to provide caring support. (If parent cannot be located, the student may have to be transported back to the school or home after a medical clearance has been obtained).
    c. If School Administrators are not readily available, proceed immediately in obtaining medical services. Do not delay in securing medical attention.
    d. In non-life-threatening situations, a staff member or nurse will contact the parent to pick up the student.
    e. All medical emergencies are required to be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1) hour to police and within four (4) hours to TJJD. The ANE Incident Report must be submitted within twenty-four (24) hours of the incident.

(e) Cardio-Pulmonary Resuscitation(CPR) and First Aid. Each JJAEP must have at least two staff members certified in CPR and first aid on duty and in close proximity to the students at all times when students are present at the JJAEP campus. Proof of current certification must be maintained in personnel or training files. Documentation must reflect the day certification expires.

POLICY

TJJD standards require that two (2) staff members be certified at all times in Cardio-Pulmonary Resuscitation (CPR) and First Aid at all times when on duty and in close proximity to the students when students are present at the JJAEP campus. In accordance with the JJAEP Interlocal Agreement, the standard will be followed and both EPISD and YISD will ensure that at least two (2) regular staff members on duty at all times will be certified in CPR and First Aid. These certified staff members must be in close proximity of JJAEP students throughout the course of the workday. Although the use of substitutes is a common practice, substitutes are not regular status employees

and are not required to be certified in CPR/First Aid. As such, it is vital that school administrators work closely with the JJAEP Administrator to ensure that at least two (2) staff members included in the daily ratio and in close proximity to JJAEP students are certified in CPR/First Aid at all times.

PROCEDURE

1. The JJAEP must have at least two (2) JJAEP staff certified in CPR and First Aid at all times on-site. New employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of hire.
2. Certification of all regular status employees will be submitted as part of the **STAFFING AND CERTIFICATION LOG** (**APPENDIX F**) on a monthly basis along with the TJJD Monthly Activity Report to demonstrate that at least two regular status staff members are updated on their CPR and First Aid certifications.
3. Certification Logs will not contain names of short- or long-term substitutes as both ISDs only provide this certification for regular status employees. Copies of cards with expiration dates will also be submitted as proof of certification to the JJAEP Administrator.
4. Certification records will be safely stored at the JJAEP Administrator's electronic repository.
5. **Nurses** are required to have proof of CPR/First Aid, and CPI certifications and should be an identified employee that does not lapse in above certifications.
6. Communities Activities Officers (CAO) must be certified in Crisis Prevention Intervention and CPR/First Aid in order to be certified as a CAO and meet recertification requirements every two years thereafter as per TJJD standards.

(f) Emergency Exit Drills. The JJAEP must conduct at least two emergency exit drills during the school year unless local fire codes or ordinances require these drills more frequently. At least one drill must be conducted during the first half of the school year (August–December) and at least one drill must be conducted during the second half of the school year (January–June). (1) Written documentation (e.g., fire drill log) of the emergency exit drills must be maintained. Documentation must include the date, time, and staff involved in the emergency drill. (2) The JJAEP must post emergency exit routes in all classrooms and common areas. **(g) JJAEP Closure.** The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation. The policies and procedures must: (1) address the cancellation of classes due to inclement weather and/or emergency situations; (2) identify the individual responsible for making the decision to cancel classes; and (3) specify the method(s) by which the closure is to be communicated to the students and their parents, guardians, or custodians.

POLICY

Fire drills are practice sessions designed to teach participants the best means to escape in case of fire or another emergency. The JJAEP facility shall conduct fire drills at least twice (2) a year. A minimum of one (1) of the emergency exit drills shall be conducted during the first half of the school year (August-December) and one (1) shall be conducted during the second half of the of the school year (January-June).

PROCEDURES:

See Evacuation Plan

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.
2. The JJAEP School Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.
3. Written documentation (i.e., fire drill log, etc.) of the emergency exit drills, active shooter drills or lockdown drills shall be maintained. Documentation shall include the date, time, outcome, and staff involved in the drills.

The JJAEP shall have written policies and procedures addressing the cancellation of classes due to an emergency situation and inclement weather. The School District will be responsible in making decisions to close down schools due to inclement weather or emergency situations.

JJAEP CLOSURE
The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation.

1. In case of inclement weather, staff, students, and parents are asked to listen to the media to keep informed of school closures, delays, or cancellations.
2. The ISDs may send out recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
3. In case of inclement weather during the school day, staff and students will move to a safe place within the facility, if necessary. If there is a loss of electrical power, emergency power will automatically be provided through an automated emergency power generator.
4. In case of an emergency situation while classes are in progress. The JJAEP will be secured and locked-down. No one will be allowed to leave or come on to the campus until law enforcement or emergency responders inform that it is safe to resume normal activity.
5. JJAEP closures not only pertain to inclement weather but may also deal with emergency situations such as schools closing down due to a safety or health-related issues.
6. Parents, guardian, or custodians will be notified by the school of the emergency situation and given instructions of actions that may need to be taken.
7. During the JJAEP Intake, parents must be advised to keep school updated of any changes to their contact information to ensure expedient notification can occur during emergency situations.

(h) Supervision Upon Removal From a Classroom. (1) The JJAEP must have written policies and procedures that ensure students removed from the classroom for disciplinary reasons and placed in isolation, administrative segregation, time-out, in-school suspension, or any other location are under continuous visual supervision by a JJAEP staff member. (2) Policies and procedures must prohibit: (A) use of a locked room for disciplinary removals; and (B) the use of electronic monitoring equipment as a substitute for continuous visual supervision. **(i) Searches.** (1) All students entering the JJAEP must be subjected to a pat-down search or a metal detector screening on a daily basis. (2) Searches must be conducted in accordance with written policies and procedures. The policies must: (A) address: (i) when a search is appropriate and/or required; (ii) who is authorized to conduct the search; (iii) what types of searches are permissible; (iv) how pat-down searches will be conducted, if applicable; and (v) what to do when contraband is found; (B) if pat-down searches are used, require that the staff member conducting a pat-down search is the same gender as the student unless an exception is approved and documented by the JJAEP administrator; and (C) prohibit strip searches and anal and genital body cavity searches.

POLICY
It is the policy of the El Paso County JJAEP that adequate staff supervision is provided to students at all times within the facility, on facility grounds, at school sponsored events, and if a student is removed from the classroom for disciplinary purposes, such as administrative segregation, time-out, in-school suspension, or other disciplinary removals. Staff positions responsible for supervision include, but are not limited to teachers, teacher aides, security personnel, and caseworker aides to ensure proper supervision of students. The El Paso County JJAEP prohibits the use of a locked room for disciplinary removals and the use of electronic monitoring equipment as a substitute for staff continuous visual supervision. All students removed from the classroom for disciplinary reasons to include being placed in an unlocked isolation area, administrative segregation, time-out, in-school suspension, or other disciplinary removals from the regular classroom shall remain under continuous visual supervision. JJAEP students should always be under the visual supervision of JJAEP staff.

The following guidelines will be used to move JJAEP youth:
General Movement & Supervision within JJAEP Campus Facilities:
To ensure JJAEP student and public safety, students will never be left unattended in any area inside or outside the facility. JJAEP staff supervision should promote a positive relationship between staff and students as the primary and most effective means of control.

The El Paso County JJAEP campus staff shall be aware of the location of all students at all times including during outdoor or off-site activities, daily routines/chores, meal time, and school hours. Staff shall not leave his/her area of responsibility without first informing another JJAEP staff member.
When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A head count should be conducted when the group arrives at its destination.

Group Movement outside the Facility:

1. JJAEP staff will explain behavioral expectations to students before going outside the facility on activities, field trips, or school sponsored events. General expectations of students outside the facility shall include, but not be limited to:
    a. Participation in all activities.
    b. Sit in assigned areas.
    c. Remain with the group at all times.
    d. Act and behave accordingly.
2. No less than two (2) JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School Administrator or designee under special circumstances.
3. In the event that a student must be returned to the facility due to behavioral problems or other circumstance, one or more staff members leaving the group shall not compromise staff-to-student ratio. Either the whole group shall be returned, or the School Administrator or designee shall be contacted. Staff should use another staff member, or an administrative staff member to return the student to the facility.

Student Arrival and Dismissal Protocol:

Students that are dropped off by their parents have a designated area to meet in the mornings with supervision provided at all times from the moment they arrive on campus. JJAEP students that are dropped off or bused in will be escorted to the search area. All students will be searched upon arrival and prior to the breakfast meal. Some campuses may instruct their students to wait in an area near the cafeteria while other campuses have a designated wait area until they can be escorted to get their breakfast. Some campuses will let the JJAEP students have their breakfast in the cafeteria at a designated time when DAEP students are not present. Other campuses will escort JJAEP students after they receive their food trays to a classroom where they normally have their meals.

Upon dismissal all students are escorted to the area where they meet in the mornings until their buses/parents arrive. JJAEP staff, campus police, or city police (located in some campuses) will be available to supervise students loading buses and students having to wait for their parents. Students shall be supervised at all times by JJAEP staff or police officers.

Supervision by Other Students:

At no time shall a student or a group of students be placed in charge of other student(s).

Use of Handheld Radios by Staff:

1. It is the policy of the El Paso County JJAEP that staff responsible of supervising students in the JJAEP shall use handheld radios to ensure student safety, prompt staff response, and general order within the facility.
2. The El Paso County JJAEP utilize handheld security radios made available to all most staff responsible for supervision of JJAEP students.
3. Each supervisory staff shall be strictly responsible for maintaining control over their radio throughout the shift and at no time shall set down or leave the radio unaccompanied anywhere within or outside the facility.

4. Staff shall utilize the radios only for the express purpose of communicating pertinent information from one staff to another necessary to maintain general order, accountability, and control of the students within and outside the facility.
5. Staff shall be responsible for returning the radios to their designated area.
6. Any violation of this policy may result in disciplinary action against the staff member responsible as deemed appropriate by the Campus Administrator.

SEARCHES

It is the policy of the El Paso County JJAEP that all students shall be subjected to pat down/clothed searches on a daily basis by school personnel who have been trained and are authorized to complete this task. Searches of the students and the facility are conducted for the safety and security of the students and staff. JJAEP staff conducting searches will be trained in the proper search techniques and in the conditions and purpose leading to searches of students and their property as part of new employee training and during annual refresher training, (i.e.; safety and security, probable cause, contraband control, etc.). Staff will only follow techniques specified by JJAEP policy and procedure. Staff member conducting a pat-down search must be of the same gender as the student unless an exception is approved and documented by the JJAEP Administrator. A metal detector wand will be utilized to detect weapons. Only clothed searches are allowed. Strip searches and anal and genital body cavity searches are strictly prohibited.

Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

When **clothed** searches are conducted the following guidelines should be followed:

DEFINITIONS

Contraband: Property, merchandise, or personal belongings prohibited by facility policy or law in order to maintain proper care, control, and safety of all personnel and students within the facility and general program operations of the JJAEP Campus.

Metal Detector Wand: A metal detector wand may be utilized to detect any metal type weapon/object carried within or taped to the body. The wand will scan the entire body to include limbs and torso.

THE PURPOSES OF THE SEARCHES: In order to prevent the introduction of weapons or other dangerous contraband into the school/facility; or to discover hazards to health or safety that may go unnoticed during a more routine inspection. Searches are required to maintain student accountability and security of the facility.

GUIDELINES

1. Be professional. Never use a search as a form of punishment or as a means of harassment. Always exhibit a professional demeanor while conducting a clothed search. This reduces hostility and opposition to the search and diminishes the threat of physical confrontation.
2. Stay focused. Complete the entire procedure and continue searching when you find something. Do not become distracted or discontinue your search. This may be a decoy to deter you from other contraband the student may be holding.
3. Be orderly and systematic in your approach. Security personnel/staff must conduct clothed searches in the same manner each time; always following policy and procedure. This requires discipline, concentration, and consistency each and every time.

4. Ensure all staff and following the same steps (There should be no difference between the procedure you use and another officer's procedure). Students recognize inconsistency and incompleteness immediately and your inability to follow procedure puts the security of the school at risk.
5. Use the squeeze method of search. Do not just pat the area being searched, but gently and firmly squeeze the clothing between your fingers and palms.
6. Start your search top to bottom and back to front. If you remember this, you will remember the rest of the steps in the clothed search procedure.

PROCEDURE-CLOTHED/PATDOWN SEARCHES

All JJAEP staff participating in the mandatory pat down/clothed searches will be trained by the JJAEP Administrator or designated trainer. Pat downs/clothed searches will always be conducted in an area the line of sight of another staff member. **Searches will be conducted for safety and security reasons only.** At all times, efforts will be made to keep the student's dignity intact. Professional actions, language, and behaviors by staff towards the students during searches will be adhered to at all times. When clothed searches are being conducted there must always be a witnessing staff member present.

A. When searches are appropriate:

1. When a student arrives to school in the mornings;
2. Upon a student's return from an appointment outside the facility;
3. In the event that property or equipment cannot be located; and
4. In the event that there is reasonable suspicion or information has been received that a student may be in possession of a weapon or have contraband in their possession or on their person.

B. Components of a pat down search:

1. Searches must be systematic and orderly.
2. Searches must be conducted with care and attention.
3. The search must be conducted in an area providing distance away from other students to prevent distractions or the transference of contraband from one student to another.
4. Searches are conducted for security, never as discipline.
5. Staff members of the same gender will search students, no exceptions. Cross-gender pat searches are not permitted as per PREA 115.315 (f).
6. The searching staff must use verbal commands to instruct the student in his or her body movement. Searching staff should never use force or unnecessary physical contact to facilitate movement during a pat down search.
7. Oral cavity searches shall be conducted to prevent concealment of contraband (only ears, nostrils, and mouth).

C. Procedures for conducting an individual pat down search:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband, they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomp together and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.

7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.
12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.
15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.
17. Examine the waistband closely feeling all along the outside of the waist band as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

Be thorough! Carefully inspect all seams, lapels, linings, hems, cuffs, collars, and zippers and use the squeeze method.

CONTRABAND

If contraband in the form of (weapons/drugs) are found, radio in for a police officer to take possession of the contraband. If no police officer is available, contraband must be bagged and labeled with student's name, date, time, and a thorough description of the item confiscated. The item should be locked in a secure place where no one can handle the item but you (chain of evidence) until it can be turned over to law enforcement. JJAEP students are not allowed to bring anything with them when they come to school. Students may bring in needed documents that should be turned over to the appropriate staff. The following items are considered contraband and not allowed in the facility:

1. Drugs, alcohol, or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes (vapes).

5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors, to include pocketknives, keychain knives, letter openers and scissors not classified as "safety scissors".
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and drinks unless authorized by the JJAEP Campus Administrator or designee. Student may be under a specified diet.
10. Cell phones and electronics (except for volunteers, support, contract staff and employees).
11. Students requiring prescription medication while at school, must turn in those medications to the JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCH TECHNIQUES ARE PROHIBITED

JJAEP staff will not conduct a strip search of a student at any time. If sufficient probable cause/suspicion exists that a student may be concealing contraband or weapon(s) underneath his/her clothing, the campus police or law enforcement shall be notified for further intervention and determination of next course of action to be pursued. If police are not available, then the JJAEP Campus Administrator must be notified immediately.

(j) Disciplinary Reports. (1) Written policies and procedures must require JJAEP staff to prepare a written disciplinary report for each incident occurring in the JJAEP that constitutes a major violation of the student code of conduct or of JJAEP rules. The policies must require that the written disciplinary report include: (A) details of the incident; (B) violation(s) that occurred; (C) action(s) taken by the staff member(s); (D) date and time of the incident; and (E) discipline imposed, if any. (2) The disciplinary report must be sent to the JJAEP Administrator no later than the next school day. Documentation that shows the date and time the disciplinary report was sent to the JJAEP Administrator must be maintained.

POLICY

Disciplinary reports must be submitted by the El Paso County JJAEP for any major violation of the Student Code of Conduct (SCC) or facility rules. The JJAEP Campus may provide disciplinary referrals for minor infractions deemed necessary. Major and minor violations resulting in any disciplinary referrals should be forwarded to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school or in-school suspensions are also violations of a Judgment of Probation Order. Because all youth pending proceedings at JPD have the right to "due process", it is important that ISD's be descriptive and ensure all areas of a disciplinary referral are accurately noted. Such referrals may be entered as evidence at future court proceedings.

PROCEDURE

1. Any major or minor violation of the student code of conduct or facility rules that results in a disciplinary referral will be documented and parent notified as soon as possible but no later than twenty-four (24) hours after issuance of disciplinary referral. All disciplinary referrals for JJAEP students must also be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restrain related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty-four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Details, violation, full name of the referring staff member, action taken by staff member(s) and administrator, date and time of incident, any staff members or students witnessing incident that is basis for the referral, and

outcome of incident will be required on documentation. Documentation of a disciplinary report being forwarded to the JJAEP Administrator shall be maintained in the student's JJAEP and JPD case file.
5. The JJAEP Administrator will provide a copy of the incident to the student's Probation Officers having probationers in JJAEP (if referral not already sent to Juvenile Probation Officer) for further court action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than 24 hours after incident.
8. Disciplinary reports are reviewed by TJJD on monitoring visits.

MAJOR DISCIPLINARY OFFENSES

1. Possession of contraband (Weapons).
2. Possession of or being under the influence of drugs.
3. A threat that is perceived as imminent toward any student, teacher, or staff member.
4. Destruction of property (may require incident report to TJJD).
5. Sexual Misconduct (requires incident report to TJJD).
6. Assault (requires incident report to TJJD if against another student).
7. Sexual assault (requires incident report to TJJD).
8. Any incident involving a restraint (requires incident report to TJJD).
9. Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
10. Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyber bullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
11. Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD).

REMEMBER THAT ANY SERIOUS INCIDENT (TO INCLUDE A RESTRAINT) IN WHICH MEDICAL ATTENTION IS NEEDED IS A MANDATORY ABUSE, NEGLECT OR EXPLOITATION MATTER (as per Texas Administrative Code Chapters 350 and 358) AND MUST BE REPORTED TO TJJD WITHIN TWENTY FOUR (24) HOURS.

MINOR DISCIPLINARY OFFENSES

1. Refusal to follow administrators/staff directives.
2. Verbal disrespect.
3. Derogatory or offensive language.
4. Antagonizing others.
5. Walking off campus.
6. Dress code violations.
7. Tardies or unexcused absences.

WEAPONS

The El Paso County JJAEP Probation Officer(s) and JJAEP staff will not possess/utilize a weapon or chemical agent at any time while at any JJAEP facility. At no time shall visitors be in possession of firearms or other weapons. Law enforcement personnel on active duty and who are acting within the scope of their job and authority may maintain possession of their weapon(s) or chemical agents while within the facility. El Paso County Juvenile Probation Officers are not authorized to carry weapons or chemical agents.

Pursuant to Texas Penal Code, Chapter 46.03(a)(1), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section 46.05(a) of the Texas Penal Code.

A SIGN NOTIFYING THE PUBLIC OF THE WEAPON POLICY SHALL BE POSTED IN CLEAR VIEW AT THE FACILITY ENTRANCES.

§348.218 RESTRAINT REQUIREMENTS

RESTRAINT REQUIREMENTS. (a) The JJAEP must adhere to the restraint requirements set forth in Chapter 341, Subchapter G, of this title. (b) Personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Chapter 341, Subchapter G, of this title.

POLICY

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G. Further, personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G and as permitted by respective ISD policy.

DEFINITIONS

The listed definitions and other relevant definitions to this policy shall be used to provide consistency for all staff members or involved others that may participate in a restraint.

(1) Approved Personal Restraint Technique--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the Juvenile Board.

(2) Approved Mechanical Restraint Devices--A professionally manufactured, and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:

(A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;

(B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;

(C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;

(D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms, or legs;

(E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body;

(F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.

(3) Mechanical Restraint--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.

(4) Personal Restraint--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.

(5) Physical Escort--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.

(6) Protective Devices--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.

(7) Restraint--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

Other Relevant Definitions to This Policy

(8) Physical Force--Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.

(9) Excessive Physical Force--Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.

(10) Crisis Situation--Is defined as a situation where an individual is at imminent risk of serious bodily injury to themselves or another person(s).

MECHANICAL RESTRAINTS

The El Paso County JJAEP school personnel do not utilize mechanical restraints at their facilities. However, local and ISD law enforcement are available at each of the campuses; they are responsible for the use of mechanical restraints and personal restraint matters should a situation arise involving the need to restrain a student. These law enforcement officers are certified peace officers and thus, trained and authorized on the use of mechanical restraints. Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program.

PROCEDURE

Only a law enforcement officer may use mechanical restraints.

1. In no event are restraint techniques justifiable as punishment, discipline, compliance, or intimidation by any law enforcement officers.
2. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.
3. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
4. Restraint shall be terminated as soon as the youth's behavior indicates that the threat of imminent self-injury or injury to others is absent.
5. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty-four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

APPROVED PERSONAL RESTRAINT TECHNIQUE

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and have designated staff who are primarily responsible for searches and restraints. The JJAEP Campus also has staff certified in CPI such as Special Education personnel, nurses, or campus patrol. To ensure for the safety of both the staff and students, under no circumstances shall staff not trained nor deemed competent in the district's approved physical restraint technique, participate in a restraint of a JJAEP student.

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where

certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. All El Paso County Juvenile Probation staff working directly with JJAEP youth at the JJAEP Campus shall be certified and maintain his/her certification in Handle With Care (HWC) technique accordingly; and
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall ONLY be used in instances of:
    a. Threat of imminent self-injury.
    b. Injury to others.
    c. Serious property damage.
    d. Restraints shall only be used as a last resort; and
    e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
    f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
    g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.
5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.
7. Texas Education Code 37.0021 requires a written parental notice each time a restraint is used on a student receiving special education. The existing rules mandate a good-faith effort to provide verbal notice on the day the restraint occurs and written notice within one (1) school day.

Staff Response against Sudden Assault:

Student against staff: If a staff person suddenly comes under attack by a student and is at imminent risk of serious bodily injury (i.e., a student grabs or chokes staff from behind; a student attacks staff from the front; student jumps on staff, etc.) staff may use whatever necessary force is required to escape and remove him/herself from the crisis situation and obtain additional help from other staff. STAFF SHALL NOT USE NECESSARY FORCE TO GAIN THE "UPPER HAND" IN ORDER TO RESTRAIN THE STUDENT ALONE!

Student against students: The use of force by a single staff member in a crisis situation where a student has suddenly attacked another student may be used only if the staff person is unable to obtain assistance from other staff AND one student is clearly at risk of being seriously hurt. In this situation, use of force may be used by the single staff person only to protect or remove the student being injured from the situation.
If a staff member ever finds him/herself in a situation where he/she is alone and someone, including themselves, is at imminent risk of being injured, force may be used only to AVOID, EVADE or ESCAPE from the imminent harm so that additional help may be obtained.

The Following Procedures Shall Be Followed When Physical Force Is Used Against a Student:

1. The Campus Administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.

2. A copy of the report will be placed into the student's JJAEP case.
3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

Procedures to be followed when a student allegation is made against a JJAEP staff member can be found under the Grievance Process of this policy and also within the Student Code of Conduct, which is an appendix to this policy.

MEDICAL TREATMENT:

1. Any person (staff or student) injured during a physical restraint incident shall receive immediate medical attention and treatment using Standard First Aid Procedures.
2. If an emergency or life-threatening situation is apparent, contact EMS for assistance.
3. If serious injuries are suspected or detected, contact the School Administrator/JJAEP Administrator. The child or staff person will be transported to the University Medical Hospital Emergency Room either by staff or EMS.
4. All medical emergencies will be documented. After the incident has been controlled, all parties will complete and submit all appropriate documentation of the serious incident within 24 hours or by the end of the next working day documenting the nature of the injury.
5. All situations that meet criteria for serious incidents shall be reported to TJJD and law enforcement within required timeframes.

RESTRAINT PROHIBITIONS
POLICY

The El Paso County JJAEP Campus will not utilize restraints that employ any of below listed techniques, which are strictly prohibited.

1. Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;
2. Restraints that deprive the student of basic human necessities including restroom privileges, water, food, and clothing;
3. Restraints that are intended to inflict pain;
4. Restraints that place a student in a prone or supine position with sustained or excessive pressure on the back, chest, or torso;
5. Restraints that place a student in a prone or supine position with pressure on the neck or head;
6. Restraints that obstruct the airway or impair the breathing of the student including a procedure that places anything in, on, or over the student's mouth or nose;
7. Restraints that interfere(s) with the student's ability to communicate;
8. Restraints that obstruct the view of the student's face;
9. Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint; and
10. Percussive or electrical shocking devices.

Restraint Documentation

It is the policy of the El Paso County JJAEP, that restraints should be used as a last resort when all other behavior management techniques have failed, or the youth presents an immediate danger to himself/herself or others. JJAEP staff members and campus administrators should be mindful of their ISD policies and Employee Code of Conduct regarding physical contact and restraints of students and be cognizant that JJAEP policies may be stricter and apply additional measures of accountability. All restraints shall be fully documented, communicated to the JJAEP Administrator and TJJD and maintained in the student's case file. Written documentation regarding the use of restraints requires the submission of the **TJJD INCIDENT REPORT (SEE APPENDIX P)** by all involved staff members within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. (**SEE APPENDIX Q - INTERNAL INVESTIGATION REPORT)**

Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program. The exception in Texas Administrative Code §348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Incident Report Documentation

An Incident Report will be filled with the following information.

1. Name of student.
2. Staff member(s) name and title(s) who administered the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location of the restraint.
6. Description of preceding activities.
7. Behavior prompting the restraint.
8. Type of restraint applied.
9. Efforts made to deescalate the situation and alternatives to restraint that were attempted.
10. Any injury that occurred during the restraint.
11. Other entities/persons that must be notified should include: the JJAEP Administrator; School District Administrators, and parents/guardians.

§348.220 SERIOUS INCIDENTS

Serious Incidents. All JJAEP programs shall adhere to the serious incident requirements set forth in chapters 358 of this title.

POLICY

It is the policy of the El Paso County JJAEP that the School Administrator/designee, shall report a death, suicide, attempted suicide, and any serious injury, including youth-on-youth assaults, that requires medical treatment by a physician or physician's assistant that occurs in the JJAEP. In the cases of death, sexual abuse, or serious physical abuse (injury that requires medical treatment) emergency units and law enforcement should be called immediately and no later than one (1) hour and TJJD will be called within four (4) hours and a written report will be completed and submitted within twenty-four (24) hours. **(SEE APPENDIX P- TJJD INCIDENT REPORT FORM)**

The actual reporting, forms, and time frames shall follow the same guidelines as those established for reporting abuse, neglect, and exploitation of a juvenile under §358 as it relates to notifying the Texas Juvenile Justice Department. [See procedures for §358]

§348.222 ABUSE, EXPLOITATION AND NEGLECT

Abuse, Exploitation and Neglect (a) The JJAEP must adhere to the requirements related to abuse, neglect, and exploitation set forth in the Texas Administrative Code, Chapter 358 (b)The JJAEP must have zero-tolerance policies and practices regarding sexual abuse, as defined in Chapter 358 of the Texas Administrative Code, that provide for administrative and/or criminal disciplinary sanctions.

358 ANE DEFINITIONS

NOTE: All abuse, neglect and exploitation definitions and standards found within Texas Administrative Code Chapters 350 and 358 were consolidated under this section to help ensure consistency and consolidate information under the JJAEP Policy, Procedures and Standards.

TAC 358.100 DEFINITIONS

(1) Abuse, Neglect, or Exploitation--The terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.

(2) Alleged Victim--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.

(3) Attempted Escape--Committing an act that amounts to more than mere planning but that fails to effect an escape.

(4) Attempted Suicide--Any voluntary and intentional action that could likely result in taking one's own life.

(5) Chief Administrative Officer--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.

(6) Escape --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.

(7) Founded--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.

(8) Incident Report Form--The form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.

(9) Inconclusive--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.

(10) Internal Investigation--A formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.

(11) Internal Investigation Report--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.

(12) Juvenile--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.

(13) Juvenile Justice Facility ("facility")--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
(A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
(B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
(C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.

(14) Juvenile Justice Program ("program")--A program or department that:
(A) Serves juveniles under juvenile court or juvenile board jurisdiction;
(B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
(i) A juvenile justice alternative education program;
(ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
(iii) A juvenile probation department.

(15) Juvenile Probation Department ("department")--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.

(16) Medical Treatment--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.

(17) Private Facility Administrator--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.

(18) Reasonable Belief--A belief that would be held by an ordinary and prudent person in the same circumstances.

(19) Report--Formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.

(20) Reportable Injury--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
(A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
(B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.

(21) Serious Incident--Attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.

(22) Serious Physical Abuse--Bodily harm or a condition that:
(A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
(B) Requires medical treatment.

(23) Sexual Abuse--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.
(24) Sexual Abuse by Contact--Any physical contact with a juvenile that includes:
(A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
(B) Contact between the mouth and the penis, vulva, or anus;
(C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;
(D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;
(E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and
(F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.
See specific definitions under 37 TAC Chapter 358

(25) Sexual Abuse by Non-Contact-- Any sexual behavior, conduct, harassment, or actions other than those defined as sexual abuse by contact, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile, including but not limited to:
(A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;
(B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;
(C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and
(D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(26) Subject of Investigation--A person alleged as being responsible for the abuse, neglect, or exploitation of a juvenile through the person's own actions or failure to act.

(27) Substantial Injury--An injury that is significant in size, degree, or severity.

(28) TJJD--The Texas juvenile Justice Department.

(29) Unfounded--The finding assigned to an internal investigation when the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur.

(30) Youth-on-Youth Physical Assault--A physical altercation between two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(31) Youth Sexual Conduct--Conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (24) and (25) of this section, regardless of whether the juveniles consented to the conduct.

POLICY

The respective JJAEP Program within the YISD serves juveniles that are under the jurisdiction of the El Paso County Juvenile Board and thus, are considered Juvenile Justice Programs. Due to this designation, JJAEPs must adhere to below procedures as set forth in Texas Administrative Code §358 Identifying, Reporting and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents in Departments, Programs and Facilities in addition to the TECs, ISD or campus policy regarding abuse, neglect, or exploitation of students in their charge. To this end, the El Paso County JJAEP Program and respective campuses shall have a zero tolerance policy regarding sexual abuse as defined in Chapter 358 of the Texas Administrative Code. These PREA standards provide for administrative and/or

criminal disciplinary sanctions that may apply, in addition to any school-based sanctions that may result from a failure to act or a willful act regarding ANE procedures. School Administrators/JJAEP Administrator and respective campus staff shall ensure that students in the program are not subjected to abuse, neglect or exploitation as defined below. The JJAEP Administrator shall oversee the implementation and adherence to the zero-tolerance policy and is responsible for the periodic training of volunteers, interns, and staff at both ISD JJAEPs.

APPLICABILITY: Unless otherwise stated, this policy also applies to:
Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility or program, regardless of the physical location of the alleged abuse, neglect, or exploitation.
Serious incidents involving a juvenile that:

1. Occur on the premises of a program or facility or;
2. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility or program (as in a JJAEP).

A death of a juvenile that:

1. Occurs on the premises of a program or facility or;
2. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program or facility.

In all cases, YISD-JJAEP will also fully adhere to Texas Family Code §261.406 regarding Investigations in Schools under TEA jurisdiction.

PROCEDURES
SIGNAGE:
The JJAEP shall take a proactive approach and prominently display signage provided by TJJD regarding a zero-tolerance policy concerning abuse of JJAEP students. The signage must be displayed in:

1. Lobby or visitation areas of the department, program, or facility to which the public has access.
2. Student common areas to include common educational areas, common medical treatment areas (nurse's office) and other common areas.
3. Signs will be posted in both English/Spanish

§358.300 IDENTIFYING AND REPORTING ABUSE, NEGLECT OR EXPLOITATION AND DEATH

1. **Duty to Report:** An employee, volunteer, or other individual working under the auspices of a JJAEP program must report the death of a juvenile or an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if he/she:
    a. Witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of the death of a juvenile or an allegation of abuse, neglect or exploitation has occurred or;
    b. Has a reasonable belief that the death of a juvenile or abuse, neglect or exploitation has occurred. Non-Delegation of Duty to Report: The duty to report cannot be delegated to another person.

2. **Reporting Time Frames:**
    Except sexual abuse or serious physical abuse: Upon receipt of an allegation/complaint of abuse, neglect, or other exploitation, the first person of knowledge must make a report to TJJD within twenty-four (24) hours from the time knowledge is gained or has a reasonable belief that allegation of abuse, neglect or exploitation has occurred.

Sexual abuse, serious physical abuse, or death: Upon receipt of an allegation of sexual abuse, serious physical abuse or actual death, a report must be made to law enforcement immediately, but no later than one (1) hour after the time a person gains knowledge or has a reasonable belief that allegation has occurred. A report to TJJD must be made immediately, but no later than four (4) hours after the time a person gains knowledge of or has reasonable belief that alleged sexual abuse or serious physical abuse, or death has occurred.

3. **Methods for Reporting:** Campus Administrator, JJAEP Administrator or designee will ensure law enforcement is notified through phone. The completed incident report to TJJD may be made by phone, fax, or email. If report is made via phone, the completed incident report form must be submitted within twenty-four (24) hours after the phone report.

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

School Administrators will also contact a student's parents as soon as possible but no later than twenty-four (24) hours when a student has died or is the alleged victim of abuse, neglect, or exploitation;

1. Methods to contact parents are by phone, email, text, or in-person.
2. All efforts to provide notification shall be documented on the TJJD Incident Report form and in the internal investigation report.

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

1. JJAEP students have the right to report to TJJD allegations of abuse, neglect or exploitation and the death of a juvenile. During the JJAEP intake held at the school, JJAEP campus staff will provide **APPENDIX R ANE and R1- ANE (SPANISH)** outlining TJJD contact information.
2. Parent and youth will both sign form and be provided a copy that contains the toll free TJJD number.
3. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
4. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
5. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect, or exploitation.
6. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
7. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
8. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
9. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
10. The YISD/Juvenile Probation Department shall not hire, transfer, or allow anyone who has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

If an allegation of abuse, neglect or exploitation occurs outside of the JJAEP campus or JPD facility that is not under the jurisdiction of the Juvenile Board, it shall also be reported to the relevant regulatory agency for that site/facility/agency. (i.e., Texas Department of Family and Protective Services (TDFPS), Texas Department of State Health Services, etc.).

§358.400 INTERNAL INVESTIGATIONS

In every case in which an allegation of abuse, neglect or exploitation or the death of a juvenile has occurred, an investigation must be conducted by a person qualified by experience or training to conduct a comprehensive investigation.

INTERNAL INVESTIGATOR(S)

For purposes of internal investigations of allegations of abuse, neglect, or misconduct within the JJAEP, the primary investigator(s) will be assigned by School District. TJJD investigators may also be involved in the process as deemed appropriate.

If the employee is a JPD employee, volunteer, or contracted provider, JPD Administration will assign an investigator(s) and the Department's Internal Investigation Protocol will be followed. There will be instances when the investigator is assigned from other sections of the department rather than the section from which the alleged perpetrator is assigned, to ensure the integrity of the internal investigation.

INTERNAL INVESTIGATION PROCEDURES

An internal investigation must be conducted and documents prepared and submitted in accordance with TJJD required timelines. (**SEE APPENDIX Q - INTERNAL INVESTIGATION FORM**)

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School Administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:
    a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
    b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).
6. The JJAEP School Administrator or JJAEP/JPD designated officer in charge must always conduct a visual and verbal injury assessment after an incident or allegation of abuse and ensure it is documented on the incident report.
7. If any injury is reported or there is visual evidence of injury, the student must be seen by the nurse or physician immediately.
8. If a nurse or physician is not available, arrangements will be made for immediate transport to area hospital.
9. If a student makes an allegation of sexual abuse, the nurse or physician will immediately examine him or her.

10. A written medical assessment must be completed by the nurse or physician and made available to the investigating officer, including any other documentation or information that may be relevant to the investigation.
11. Contact the alleged perpetrator(s) and schedule a formal meeting within forty-eight (48) hours.
12. As per Texas Administrative Code, Chapter 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect, or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.
16. A medical assessment must be completed if allegation is physical or sexual in nature or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses, and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected, or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

OTHER: A Campus Administrator may also utilize ISD policy or Employee Code of Conduct as a guide to any misconduct or violation of policy on allegations, which do not rise to the defined level of serious physical abuse or sexual abuse made by students. Administrators have a duty to investigate conduct, which is the basis of the complaint made by students of unnecessary physical force or inappropriate contact or conduct (**SEE GRIEVANCE PROCESS**).

1. Areas to consider are whether incident was reported to administration, whether a discipline referral was made to include any witness statements to justify any use of force, inappropriate physical contact, or inappropriate conduct; and;
2. Whether any violation of JJAEP or ISD policy or Code of Ethics or Conduct occurred.

ALLEGATIONS AGAINST EMPLOYEES

If allegation against an ISD employee is disclosed to a JPD staff member, such information will be relayed in writing to the JJAEP Campus Administrator and District Associate Superintendent. Conversely, if an allegation against a JPD employee is disclosed to an ISD employee, such information will be relayed in writing to the JJAEP Administrator and JPD Chain of Command, if allegation is against the JJAEP Administrator.

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS
Diligent efforts shall be made to obtain written and electronically recorded statements from all persons with direct knowledge of the alleged incident.

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS
Campus Administrator has the discretion to either reassign or place person alleged to have abused, neglected, or exploited a JJAEP student on administrative leave or reassigned to a position having to contact with the alleged victim, relatives of the alleged victim, or other JJAEP students.

If alleged perpetrator(s) is/are not placed on administrative leave, then person must be reassigned within the district to a position having no contact with any students in the facility until the conclusion of the investigation. Employees placed on administrative leave may or may not be paid, at the discretion of the School District.

§358.460 CORRECTIVE MEASURES

At the conclusion of the internal investigation, the administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:

1. Review policies and procedures.
2. Revision/modification of any policies or procedures (as appropriate).
3. Administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, exploited a juvenile; or otherwise violated policy.
4. The provision of additional training for all appropriate persons to ensure the safety of the juveniles, employees, interns, volunteers, contractors, and service providers.

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

1. Facility name.
2. Alleged victim.
3. Alleged perpetrator.
4. Date allegation reported to TJJD.
5. Date of alleged incident.
6. Date incident reported to parents or guardian of the juvenile or documentation that diligent efforts to provide notification were made.
7. First person who learned or suspected allegation and date.
8. Dates internal investigation was initiated and completed.
9. Brief summary of allegation.
10. Applicable policy and procedure.
11. Summary and steps of investigation.
12. Findings of investigation (Founded, Unfounded or Inconclusive).
13. Code of Ethics violations.
14. Personnel action.
15. Supporting documentation.
16. Date the internal investigation was completed.
17. Signature of person completing the internal investigation report.

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

1. All persons involved such as the alleged perpetrator, victim, and complainant, etc., must be informed that they will be notified of the outcome as soon as that is determined.
2. At the conclusion of the collection of evidence and interviews, the investigator will take the following steps:
    a. Summarize the nature of the complaint and allegation against the alleged perpetrator.
    b. Summarize the steps taken during the investigation.
    c. Obtain and review material evidence.
    d. Summarize findings and recommendations and take appropriate measures to provide for the safety of the children (use relevant laws, regulations, policies, and procedures). If it is found that a Code of Ethics violation has occurred and staff member is a certified Juvenile Probation Officer, a separate investigation will be reported to TJJD in accordance with TJJD standards §345.300.
3. The assigned disposition of the internal investigation report shall indicate: founded, unfounded or inconclusive.
4. The investigator(s) (consisting of a district investigator, JPD or a TJJD investigator) may need to submit his/her written report to their supervisor (only as appropriate) if agency policies require a final approval and may make additional necessary revisions or incorporate further recommendations.
5. The summary and all relevant documentation will be reviewed and approved by district officials and their respective HR, and General Counsel when necessary.
6. The investigator(s) will report findings to the ISD Superintendent, to TJJD, the JPD designated person and JPD Administration.
7. Final version of the internal investigation will be submitted to school district officials. The investigating staff will provide periodic status reports of the ongoing investigation to the district and JPD, as appropriate.
8. The conclusions will be discussed with all relevant parties (alleged victim(s) and perpetrator(s)). All disciplinary actions, if applicable, will be administered within 24-48 hours of approval of the investigation and findings.
9. TJJD will be faxed a written copy of the final report of the investigation within thirty (30) business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within twenty-four (24) hours of the investigation's conclusion, and no more than five (5) calendar days later. The report will include all written statements, medical documentation, training records and any other pertinent information.
10. In case of the death of a student, an internal investigation report must be submitted to the State Attorney General's office within thirty (30) days and to the TJJD within ten (10) days of conclusion.

Other recommendations that may be considered (based on severity of case and appropriate factors) may be a review of pertinent policies, administrative disciplinary action (for affirmative findings of ANE or policy violations), and additional training of students, employees, interns/volunteers, contractors, and service providers. Administrators will take all ANE allegations seriously and provide necessary administrative action when violations of policy or affirmative findings occur to ensure for the ongoing safety of JJAEP students.
(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.540 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

Upon conclusion of the investigation, the report, outcome, and any recommendations will be forwarded to the JJAEP Administrator and ISD Associate Superintendent within five (5) school days.
The following documentation collected during internal investigation must be submitted to TJJD within thirty (30) days after initial report to TJJD:

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.

4. Any other documentation used to reach the disposition of the internal investigation.

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

For all allegations of abuse, neglect, or exploitation, the death of a JJAEP student, and serious incidents occurring within the annual TJJD reporting period, the below data must be provided to TJJD via the ANE Reconciliation Data spreadsheet. The initial report will include the following information. (to include a written synopsis of the allegation and incident):

1. Alleged victim(s) name and DOB.
2. Alleged victim(s) PID number.
3. Name of subject(s) of investigation; (alleged perpetrator(s)).
4. Date of birth and driver's license or state issued identification number of investigation subject(s).
5. Date and time of alleged incident.
6. Date and time incident was reported to the TJJD.
7. Type of alleged incident (abuse, neglect, or exploitation, death, or serious incident, etc.).
8. Type of injury, if applicable.
9. If restraint related (physical, mechanical, or chemical).
10. Disposition of internal investigation (i.e., founded, unfounded or inconclusive).
11. County generated case identification number.

§358.600 SERIOUS INCIDENTS

1. Duty to Report: Any person (staff member, volunteers/interns, visitors, teachers, short or long term substitute, counselor, etc.) who witnesses, learns of, receives an oral/written statement, grievance, etc. from a student in a JJAEP facility or other person with knowledge of or who has a reasonable belief as to the occurrence of a serious incident involving a student must follow department protocol of informing a program supervisor and subsequently reporting within the TJJD required timelines.
2. Time to Report and Methods of Reporting Serious Incidents. The JJAEP Campus Administrator or campus designee shall ensure that law enforcement is notified by phone within one (1) hour of the allegation, TJJD is notified by phone within four (4) hours (TJJD # 1-877-786-7263) and the completed Incident Report Form is completed, faxed, or emailed to TJJD within twenty-four (24) hours of the initial phone report:
    - Sexual behavior/conduct.
    - Youth-on-youth physical assault.
    - Attempted suicide.
    - Neglect.
    - Exploitation.
    - Attempted suicide.
    - Emotional abuse.
    - Verbal abuse.
    - Minor physical abuse.
    - Sexual abuse (contact or non-contact).
    - Serious physical abuse (injury that requires medical treatment).
    - Death.

See incident report form for breakdown of incidents and timelines for TJJD and Law Enforcement reporting

§358.620 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

Any and all medical documentation that contains evidence of treatment pertinent to the reported incident will be submitted to the TJJD within twenty-four (24) hours of receipt. No exceptions.

§348.224 STUDENT CODE OF CONDUCT

Student Code of Conduct. (a) Adoption. (1) The JJAEP student code of conduct must be adopted annually by the juvenile board and must describe and define in writing the JJAEP's behavior management system. (2) The JJAEP Administrator must: (A) conduct an annual review of the student code of conduct after the conclusion of each school year and before the beginning of the next school year; and (B) no later than October 1 of each year, submit to TJJD documentation verifying the review was completed. **(b) Notice to Students, Parents, and Staff.** (1) The JJAEP student code of conduct must be provided to each student and to the student's parent, guardian, or custodian upon the student's entry into the JJAEP. (2) The student code of conduct must be reviewed with each student and the student's parent, guardian, or custodian and must be translated if necessary to ensure understanding of the content by all parties. (3) Acknowledgment of receipt of the student code of conduct signed by the student and by his/her parent, guardian, or custodian must be maintained in each student's file. (4) No later than the first day of each school year, each JJAEP staff member must sign an acknowledgement that he/she has read and understands the student code of conduct. This acknowledgement must be maintained in the staff's personnel file. (5) The student code of conduct must be readily accessible to every JJAEP staff member. **(c) Discipline and Sanctions.** The student code of conduct must include the following: (1) prohibited conduct described as minor violations and major violations and the corresponding disciplinary consequences available for each violation; (2) a description of the disciplinary process, including safeguards designed to promote consistent application of the process; (3) circumstances that will allow a student's removal from the classroom with staff supervision; (4) circumstances under which a student may be placed into another educational setting; (5) due-process procedures; and (6) a prohibition on one student sanctioning another student. **(d) Prohibited Sanctions.** (1) The following sanctions are prohibited in the JJAEP, and their prohibition must be noted in the student code of conduct: (A) corporal punishment, physical abuse, humiliating punishment, and hazing; (B) physical exercises imposed for discipline or intimidation, except as allowed under paragraph (2) of this subsection; (C) deprivation of food and water; and (D) expulsion from the JJAEP. (2) Physical exercise may be used for discipline only if: (A) the JJAEP operates an intensive physical activity program; (B) the JJAEP has established written policies and procedures that include limitations on the types of physical activity that may be used for discipline; and (C) the physical exercise does not cause bodily duress (i.e., physical punishment to the body). **(e) Dress Code.** The student code of conduct may establish a dress code or require uniforms for students in attendance.

POLICY

The El Paso County Juvenile Board will adopt the **STUDENT CODE OF CONDUCT (APPENDIX B)** for the YISD Juvenile Justice Alternative Education Program (JJAEP) and has included required information regarding discipline, sanctions, prohibited sanctions, dress code, grievance procedures and sexual abuse. The JJAEP Student Code of Conduct (SCC) will clearly outline prevention and intervention steps regarding sexual abuse as outlined under Prison Rape Elimination Act of 2003 (PREA) and as per ISD Policy. Staff, students, parents, guardians, and custodians will be required to sign an acknowledgement form upon receipt of the Student Code of Conduct which will be required annually at the start of the school year.

PROCEDURE

A. ADOPTION

El Paso County JJAEP will adopt the Ysleta Independent School District's Student Codes of Conduct though approval of the Juvenile Board and define the JJAEP behavior management system. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management has been ineffective, or infraction requires removal from the campus (out-of-school suspension). Disruptive students may be removed from the classroom and placed in SAC. Students will be monitored and have continuous visual observation by JJAEP staff while being placed in SAC or in-school suspension (ISS).

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Students , parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake.
2. Upon receipt and review, a signature will be required on the Acknowledgment of receipt of the JJAEP Student Code of Conduct (SCC).

3. A copy of the Acknowledgment form will be placed in the student's JJAEP electronic case file.
4. Prior to the start of the school year at the JJAEP Annual Refresher Training and during New Orientation Training at JPD, JJAEP staff will be provided with an electronic storage device containing the JJAEP Student Code of Conduct (SCC), and other pertinent JJAEP documents. All JJAEP staff will be required to sign an acknowledgment which will be maintained in their personnel electronic file.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct (SCC) outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct (SCC) will include sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting. YISD has adopted the JJAEP Student Code of Conduct (SCC) as a supplement to its Student Code of Conduct (SCC).

D. DISCIPLINE MANAGEMENT TECHNIQUES

During the student's enrollment, discipline shall be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators. Discipline shall be correlated to the seriousness of the offense/infraction, a disability that impairs the student's capacity to appreciate the wrongfulness of the student's conduct, the frequency of misbehavior, a student's disciplinary history, the student's attitude, whether the student was acting in self-defense, the effect of the misconduct on the school environment, intent, or lack of intent at the time of the alleged incident of misconduct, and statutory requirements.

1. STUDENT WITH DISABILITIES
    - **a.** Discipline for students with disabilities must comply with applicable state and federal laws, including the district's Student Code of Conduct.
    - **b.** In accordance with the Education Code, students enrolled in Special Education programs (SPED) may not be disciplined for bullying, harassment, or making hit lists until an ARD meeting has been conducted to review the student's behavior.
    - **c.** The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's ability to understand the wrongfulness of their conduct.

2. MANAGEMENT TECHNIQUES
    - **a.** Verbal correction (oral or written).
    - **b.** Cooling-off time or "timeout".
    - **c.** Seating changes within the classroom or bus transportation.
    - **d.** Counseling by teachers, counselors, or administrative personnel.
    - **e.** Parent/teacher conferences.
    - **f.** Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
    - **g.** Assignment of community service.
    - **h.** Withdrawal of privileges, such as participation in extracurricular activities.
    - **i.** In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
    - **j.** Out-of-School Suspension (OSS).
    - **k.** Call to law enforcement for new offense committed at the JJAEP.
    - **l.** Restitution for damage.
    - **m.** Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and

ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.

n. Other strategies and consequences as determined by school officials.

o. Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.

p. Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

3. EXPECTATION OF JJAEP STUDENTS

a. Demonstrate courtesy, even when others do not.

b. Behave in a responsible manner, always exercising self-discipline.

c. Attend all classes, regularly and on time.

d. Meet district and campus standards of grooming and dress.

e. Obey all campus and classroom rules.

f. Respect the rights and privileges of students, teachers, administrators, district staff, and volunteers.

g. Respect the property of others, including district property and facilities.

h. Cooperate with and assist the school staff in maintaining safety, order, and discipline.

i. Adhere to the requirements of the JJAEP Student Code of Conduct.

4. BEHAVIOR COORDINATOR ROLE

a. The responsibility of the Behavior Coordinator Role is taken by the principal of the JJAEP in El Paso County or designated person. Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.

b. Consequences for any negative behavior are explained during the JJAEP intake to both the student and their parent/guardian; it is also outlined in the Student Code of Conduct and JJAEP Policies and Procedures.

c. When a major infraction of the JJAEP Student Code of Conduct occurs or a serious incident (as defined by TJJD) occurs, the Campus Behavior Coordinator or designated person (if in a District of Innovation) must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s) will be made as soon as possible, but no later than 24 hours after a disciplinary referral has been given or suspension or removal from the classroom into the In-School Suspension (ISS) occurs. The disciplinary referral must be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer, who documents the incident in JMIS and uploads the referral into the youth's profile.

d. Behavior management may involve counseling, suspension, conferences with parents/JPO or placement in ISS or OSS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:

i. **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.

ii. **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption.

iii. **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.

iv. **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.

v. C**onferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.

vi. **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.

vii. **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.

viii. **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

The JJAEP Student Code of Conduct lists prohibited sanctions including, corporal punishment, physical abuse, humiliating punishment, hazing, deprivation of food and water, allowing one student to sanction another, expulsion from a JJAEP or imposing physical exercises/activity as a form of discipline or intimidation.

F. DRESS CODE PROCEDURES

PURPOSE: The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

1. UNIFORM APPEARANCE

- **a.** Expectations: Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **b.** Compliance: Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **c.** Severe Violations: Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **d.** Continued Noncompliance: May result in a disciplinary referral.
- **e.** Assistance with Uniform Items: Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

2. FACIAL APPEARANCE:

- **a.** No facial hair is permitted. Beards, goatees, and mustaches are not allowed. Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.
- **b.** Sideburns are allowed down to mid-ear only and must be maintained at all times.
- **c.** Cutting or shaving of eyebrows is NOT permitted.
- **d.** Tongue or facial piercings are NOT permitted.
- **e.** All fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- **f.** No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.

g. Makeup will be confiscated and not returned.
h. Non-compliant students will be escorted to the restroom to wash off makeup.

3. TATTOOS:
All tattoos on the arms and neck must be covered with a white long-sleeve undershirt or other approved items by the Campus Administrator.

4. HAIRCUTS:
a. All students must maintain a clean appearance at all times.
b. Hair must not cover face or eyes.
c. No spiked hair (no more than 1 inch in length) or Mohawks allowed.
d. Student's hair must be of a natural hair color (no colors that may cause a distraction).
e. Hair should be shampooed regularly.

5. JEWELRY:
For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, and body piercings. Any jewelry brought in will be confiscated.

6. SHIRTS:
a. Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.
b. Shirts must remain tucked in at all times.
c. Students must wear only plain white undergarments under their shirts. Females must wear a white bra under their shirt.
d. Shirts must be kept clean at all times.
e. Shirts must be well maintained, free from wrinkles, tears, or any other damage.
f. Oversized shirts are not permitted.

7. PANTS/BELTS:
a. Khaki pleated or straight-front Dockers-style or dress slacks are required.
b. Pants must be worn at or above the waistline at all times.
c. No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
d. Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.
e. Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted.

8. SHOES:
a. Black dress shoes or solid black tennis shoes with regular width black shoelaces are required.
b. Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
c. Extra socks in shoes are not permitted.
d. Open-toed shoes such as sandals or steel-toed shoes are not allowed.
e. Socks must be plain WHITE without any visible logo or design.

9. WINTER CLOTHING:
a. A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.

b. Black or white sweatshirts must FIT the student. Oversized sweatshirts are not allowed.
c. White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:
a. Cell phones and pagers are strictly prohibited at all times.
b. No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
c. No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
d. Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
e. Food, beverages, gum, and candy will be confiscated if brought onto the premises.
f. Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
g. Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
h. Students will not be permitted to bring wallets, purses, or money.

(**f) Grievance Procedures.** The student code of conduct must state: (1) which issues are grievable and not grievable; (2)the process by which a student may submit a grievance; (3) the method(s) by which students may obtain and submit a grievance without the assistance or permission of staff; (4) that retaliation by staff against a student for submitting a grievance is prohibited; (5) that the student will receive a written response within five school days after submitting the grievance; (6) that, upon request, a student's parent, guardian, or custodian will be provided a copy of a grievance submitted by the student, including the response; (7) the deadline for submitting an appeal of the initial response, which must be no earlier than five school days after the student receives the initial response; and (8) that the student will receive a written response within 10 school days after submitting an appeal.

POLICY

GRIEVANCE PROCEDURES

1. Procedure and practice provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
2. Upon request, a copy of each grievance submitted by a student shall be provided to the student's parent/guardian. (**SEE APPENDIX S – JJAEP STUDENT GRIEVANCE FORM)**
3. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

COMPLAINTS

1. General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP Administrator. If student or parent/guardian does not believe a complaint or

grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

2. Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem. If unable to resolve the matter, students can report it to the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
3. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. Upon request, a student's parent/ guardian will be provided a copy of the Student Grievance Form, including the response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review form, which will serve as verification as to what actions were taken by the administration to address the grievance. (**SEE APPENDIX – S1 JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS**).
4. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
5. If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
6. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. **(SEE APPENDIX S1 - GRIEVANCE REVIEW FORM FOR ADMINISTRATORS).** A copy of the Student Grievance Form is attached to this Student Code of Conduct.

(**g) Sexual Abuse.** The student code of conduct must include information relating to the JJAEP's zero-tolerance policy for sexual abuse. The information provided must address the following: (1) prevention and intervention; (2) methods of minimizing risk of sexual abuse; (3) reporting sexual abuse and assault; and (4) treatment and counseling.

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities as well as community correction programs. Although the El Paso County JJAEPs are not correctional facilities, they are designated Juvenile Justice Programs and will maintain a zero-tolerance policy (in conjunction with PREA) regarding all forms of sexual abuse. The Student Code of Conduct (SCC) will outline a zero-tolerance policy and provide students and parents with information on who to call to report inappropriate behavior or report outcries. School administrators, school staff and JJAEP personnel are designated as coordinators to oversee the implementation and adherence to this zero-tolerance policy.

All JJAEP personnel shall adhere to the abuse, exploitation and neglect requirements set forth in chapters 358 of the Texas Administrative Code Supervision of JJAEP students is critical to ensure that prevention and intervention of sexual abuse.

JAEP personnel will report any type of abuse immediately to school administrators, JJAEP Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty-four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Texas Department of Protective and Regulatory Services - 1-800-252-5400.
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report.
- JJAEP Administrator – Ram.Hernandez@epcountytx.gov
- The student must be examined by a nurse and/or physician.

When sexual abuse or other related outcry is made or need determined, service referrals must be made to an appropriate school-based or community-based provider that can adequately address student's needs. Regarding sexual abuse, a referral to CENTER AGAINST SEXUAL AND FAMILY VIOLENCE would be appropriate.

§348.300 TJJD PERFORMANCE REPORTS

(a) TJJD completes a JJAEP performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJD provides each JJAEP Administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEPs (i.e., JJAEPs whose operation is required by law), the JJAEP Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEP.

POLICY
Each biennium, TJJD provides statistical and performance data for every mandatory JJAEP indicating if the JJAEP is impacting the measures being utilized in the evaluation.

PROCEDURE
TJJD publishes statistical and performance data gathered statewide from all counties which will indicate how each JJAEP in the state has performed within the last two (2) years. Once the JJAEP Performance report is published, it is disseminated by the JJAEP Administrator to the Juvenile Board, Chairman of the School Board of trustees and each ISD Superintendent and stakeholders participating in the JJAEP, as well as JJAEP School Administrators to show how the El Paso County JJAEP rated among other counties in above areas (c 1-6).

§348.400 FUNDING FOR THE JJAEPs

(a) Funding for JJAEPs is provided in accordance with requirements in the General Appropriations Act. **(b)** TJJD will not release funds to a JJAEP until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by Texas Administrative Code §348.200; (2) student code of conduct for the current school year; and (3) school calendar. **(c)** TJJD will not release funds to a JJAEP whose school calendar is not in compliance with Section 37.011(f), Education Code, unless an application for a waiver has been approved by TJJD.

POLICY
It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. In accordance with Texas Education Code, participating school districts that provides education services to pre-adjudicated and post-adjudicated students who are confined by court order in a juvenile residential facility operated by a juvenile board is entitled to count such students in the district's average daily attendance for purposes of receipt of state funds under the Foundation School Program.

El Paso County Juvenile Justice Alternative Education Program is committed to provide a safe, educational, and productive environment for students who have been expelled from their home school under Texas Education Code, Chapter 37. Academically, the mission of JJAEP shall be to enable the students to perform at grade level and we will continue to empower the students to achieve academic and personal development.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM STUDENT CODE OF CONDUCT 2024-2025 SCHOOL YEAR

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent,

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students admitted to the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. Additionally, a JJAEP brochure is included with this document, containing contact numbers for ISD Campus Principal/Assistant Principals and the El Paso County Juvenile Probation JJAEP staff.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about this information, please ask for an explanation from a Campus Administrator or the JJAEP Administrator. Your child is still required to follow the Ysleta Independent School District's Student Code of Conduct; however, this JJAEP Student Code of Conduct is a supplement and may contain additional sanctions or information that must be adhered to.

Both the student and parent/guardian must sign in the space provided below and return it to the school.

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND THAT WE ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE INFORMATION CONTAINED HEREIN.

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

Home School: _____ Grade Level: _____

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MISSION STATEMENT

Academically, the mission of the JJAEP is to allow students to perform at grade level.

Mandatory Expulsion Table

Juvenile Justice Alternative Education Offense Codes

TEXAS JUVENILE JUSTICE DEPARTMENT

2023/24 and 2024/25 School Years

New items shown in italics

Offense Code	Offense Description	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 (a)(1)]	Mandatory
37.007A12B	Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] [EC 37.007 (a)(1)] (For students who are under the age of 18.)	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)] [EC 37.007(a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(A)] [EC 37.007(a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(B)] [EC 37.007(a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer [PC 46.05(a)(1)(C)] [EC 37.007(a)(1)]	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)] [EC37.007(a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05(a)(4)] [EC 37.007(a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)] [EC 37.007(a)(1)]	Mandatory
37.007A15J	Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)] [EC37.007(a)(1)]	Mandatory
37.007A2A1	Aggravated Assault [PC 22.02] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A2	Aggravated Sexual Assault [PC 22.021] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2A3	Sexual Assault [PC 22.011] [EC 37.007(a)(2)(A)]	Mandatory
37.007A2B	Arson [PC 28.02] [EC 37.007(a)(2)(B)]	Mandatory
37.007A2C1	Murder [PC 19.02] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C2	Capital Murder [PC 19.03 [EC 37.007(a)(2)(C)]	Mandatory
37.007A2C3	Attempted Murder or Capital Murder [PC 15.01] [EC 37.007(a)(2)(C)]	Mandatory
37.007A2D	Indecency with A Child [PC 21.11] [EC 37.007(a)(2)(D)]	Mandatory
37.007A2E	Aggravated Kidnapping [PC 20.04] [EC 37.007(a)(2)(E)]	Mandatory
37.007A2F	Aggravated Robbery [PC 29.03] [EC 37.007(a)(2)(F)]	Mandatory
37.007A2G	Manslaughter [PC 19.04] [EC 37.007(a)(2)(G)]	Mandatory
37.007A2H	Criminally Negligent Homicide [PC 19.05] [EC 37.007(a)(2)(H)]	Mandatory
37.007A2I	Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02] [EC 37.007(a)(2)(I)]	Mandatory
37.007A3	*Felony Drug, excluding marijuana and THC [EC 37.007(a)(3)(C)] [EC 37.006(a)(2)(C)]*	Mandatory
37.007D	Retaliation [EC 37.007(d)]	Mandatory
37.007E	Federal Firearm [EC 37.007(e)]	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to its Student Code of Conduct. JJAEP students shall follow all disciplinary procedures adopted in their respective school district's Student Code of Conduct, in addition to those specified in this JJAEP Student Code of Conduct.

B. NOTICE

Students, parents, guardians, or custodians will receive a JJAEP Student Code of Conduct (SCC) at the time of intake and will be required to sign an acknowledgment of receipt. As part of your JJAEP placement, it is essential to familiarize yourself with the YISD Student Code of Conduct, available on the YISD website, which provides comprehensive information regarding enrollment at a YISD school.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct outlines sanctions and disciplinary procedures applicable to students for specific behaviors, ensuring due process protections. The JJAEP Student Code of Conduct adopts the District's sanctions and disciplinary procedures, including prohibited behaviors and conduct, disciplinary consequences, circumstances for classroom removal, and conditions for placement in another educational setting.

In accordance to the District's Student Code of Conduct, discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary actions will be based on the professional judgment of teachers and administrators, considering the offense's seriousness, the student age and grade level, frequency of misbehavior, student's attitude, impact on the school environment, and statutory requirements. Prohibited behaviors by students are detailed in the YISD Student Code of Conduct on the YISD website. However, due to JJAEP placement, the following categories distinguish major and minor violations of the JJAEP Student Code of Conduct:

D. DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (weapons).
- Possession of or being under the influence of drugs.
- Imminent threats toward any student, teacher, or staff member.
- Destruction of property (may require incident report to TJJD).
- Sexual misconduct (requires incident report to TJJD).
- Assault (requires incident report to TJJD if against another student).
- Sexual assault (requires incident report to TJJD).
- Any incident involving a restraint (requires incident report to TJJD).
- Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
- Any incident that causes substantial disruption during the school day, whether on or off school campus, this includes any cyberbullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
- Any incident warranting an arrest or meeting the elements of a Class B misdemeanor or higher (may require incident report to TJJD).

MINOR

- Refusal to follow directives from administrators, teachers, or staff.
- Verbal disrespect.
- Derogatory or offensive language
- Antagonizing others.

- Walking off campus.
- Dress code violations.
- Tardies or unexcused absences.

The District will take into consideration self-defense, intent or lack of intent, the student's disciplinary history, and any disability substantially impairing the student's capacity to understand the wrongfulness of their conduct when deciding on suspension or classroom removal.

DISCIPLINARY MANAGEMENT TECHNIQUES

Discipline for offenses, unless specified otherwise by law, may involve various techniques and responses, used alone or in combination, including but not limited to:

- Verbal correction (oral or written).
- Cooling-off time or "timeout".
- Seating changes within the classroom.
- Counseling by teachers, counselors, or administrative personnel.
- Parent-teacher conferences.
- Grade reductions for late assignments or academic dishonesty (including but not limited to cheating, copying the work of another student, plagiarism, and unauthorized communication between students during an examination).
- Assignment of community service.
- Withdrawal of privileges, such as participation in extracurricular activities.
- In-School Suspension (ISS). The term of the removal may prohibit the student from attending or participating in school-sponsored or school-related activities.
- Out-of-School Suspension (OSS).
- Call to law enforcement for new offense committed at the JJAEP.
- Restitution for damage.
- Notice of Absence will be issued for violation of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made, as required to school district employees, as necessary and ultimately to a Truancy Court which may assess a fine and impose other requirements to prevent truancy.
- Other strategies and consequences as determined by school officials.
- Due to JJAEP expulsion, further expulsion is not an option, and any of the above consequences may occur.
- Due to JJAEP status, for a student under formal or informal supervision under the 65th District Court, negative behavior (whether a disciplinary referral is given or not) is reported to the Juvenile Probation Department and may result in further consequences imposed by a Juvenile Probation Officer or the 65th District Court.

If a student is removed from the JJAEP and placed in another setting other than a Disciplinary Alternative Education Program (DAEP), the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. JJAEP students may have the opportunity to attend summer school, if applicable, to make up credits or fulfill STAAR/EOC testing obligations.

E. <u>JJAEP CAMPUS ADMINISTRATOR ROLE</u>

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for any negative behavior are explained during the JJAEP school intake to both the student and their parent/guardian. This information is incorporated in the Student Code of Conduct and Policies and Procedures for staff.
- When inappropriate conduct or an incident occurs, the JJAEP Campus Administrator must document the behavior through a disciplinary referral, noting any action taken. Notification to parent(s)/guardian(s)

will be made when there has been a suspension or removal from the class room into In-School Suspension (ISS). The disciplinary referral must be submitted to the JJAEP Administrator, who documents the incident in JMIS and uploads the referral into the youth's profile.

- Behavior management may involve counseling, suspension, conferences with parents/Juvenile Probation Officer, or placement in ISS. If an arrest is warranted, further consequences may be incurred. Possible school-based consequences include the following:
  1) **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The JJAEP Campus Administrator will have the discretion to suspend the student. Suspension is rare as sending the student home is not conducive to the JJAEP philosophy of maintaining the student in school.
  2) **In-School Suspension (ISS)** – When appropriate, will be used in place of suspension, particularly when the student engages in persistent class disruption.
  3) **Arrest** – Warranted if an offense occurs on school grounds or during transport on a district school bus.
  4) **Counseling** – Provided for any inappropriate conduct/incident where there may have been a display of anger, threats to cause harm to staff or students. Such action will help intervene and prevent further incidents.
  5) **Conferences** – Notification to parents, administrators, JJAEP staff, and Juvenile Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such as bullying, harassment, or making hit lists. Conferences will be held by some or all of the above parties to prevent more serious consequences.
  6) **Juvenile Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the student and will inform the court of incidents if applicable.
  7) **Home Visits** – Will be conducted if there is persistent unexcused absences. JJAEP Campus Administrator, Case Managers, Counselors, and/or Juvenile Probation Officer may conduct the home visit.
  8) **Court Ordered Counseling Services** – The student's counselor/therapist may be contacted by the Juvenile Probation Officer to discuss behaviors displayed in the school setting.

F. EXPECTATIONS OF JJAEP STUDENTS

- Demonstrate courtesy, even when others do not.
- Behave in a responsible manner, always exercising self-discipline.
- Attend all classes regularly and on time.
- Meet district and campus standards of grooming and dress.
- Obey all campus and classroom rules.
- Respect the rights and privileges of students, teachers, administrators, 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.

G. PROHIBITED SANCTIONS

JJAEP students shall adhere to the prohibited sanctions listed in their respective school district's Student Code of Conduct. The following sanctions shall be prohibited:

- Corporal punishment, physical abuse, humiliating punishment, or hazing.
- Deprivation of food and water.
- Allowing one student to sanction another.
- Expulsion from a JJAEP.
- Imposing physical exercises/activity as a form of discipline or intimidation.

H. DRESS CODE

The dress code is established to teach grooming and hygiene, instill discipline, prevent disruption, avoid safety hazards, and teach respect for authority.

Uniform Appearance:

- **Expectations:** Students are expected to arrive in school uniform and groomed in a manner that is clean and neat, that will not be a health or safety hazard to themselves or to others.
- **Compliance:** Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference.
- **Severe Violations:** Students with severe violations will be sent home to change into appropriate clothing and must return to campus immediately. Failure to return will result in an unexcused absence.
- **Continued Noncompliance:** May result in a disciplinary referral.
- **Assistance with Uniform Items:** Campus Administrators will communicate and work collaboratively with the JJAEP Administrator in the event a JJAEP student requires assistance in obtaining uniform items.

Facial Appearance:

- **No facial hair is permitted.** Beards, goatees, and mustaches are not allowed. **Non-complying students will be escorted to the restroom by parent/guardian to shave, and the parent/guardian will be required to provide razors.**
- Sideburns are allowed down to mid-ear only and must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercings are NOT permitted.
- **All** fingernails must be kept short and trimmed. Nail polish or artificial nails are not permitted. Nails must not extend beyond the tips of the finger.
- No makeup of any kind is permitted, including but not limited to lipstick, concealer, foundation, primer, lipgloss, ChapStick, blush, eyeliner, brow liner, eyeshadow, and mascara.
- Makeup will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off makeup.**

Tattoos:

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt or other approved items by the Campus Administrator.**

Haircuts:

- All students must maintain a clean appearance at all times.
- Hair must not cover face or eyes.
- No spiked hair (no more than 1 inch in length) or Mohawks allowed.
- Student's hair must be of a natural hair color (no colors that may cause a distraction).
- Hair should be shampooed regularly.

Jewelry:

- For security reasons, no jewelry is allowed. This includes watches, necklaces, rings, or body piercings. Any jewelry brought in will be confiscated.

Shirts:

- Forrest Green polo shirts are required for High School JJAEP students; Navy Blue polo shirts are required for Middle School JJAEP students.

- Shirts must remain tucked in at all times.
- Students must wear only **plain white undergarments** under their shirts. Females must wear a white bra under their shirt.
- Shirts must be kept clean at all times.
- Shirts must be well maintained, free from wrinkles, tears, or any other damage.
- Oversized shirts are not permitted.

Pants/Belts:

- **Khaki pleated or straight-front** Dockers-style or dress slacks are required.
- Pants must be worn **at or above the waistline** at all times.
- No baggy pants, bell-bottoms, cut pant legs, dragging pant legs, capris, hip huggers/low-rise, jeans, cargo pants, leggings, or side pockets are allowed.
- **Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than their waist, and not excessively tight to avoid creating a distraction.**
- Pant length should touch the top of the shoe's heel and not be frayed at the edges. Extra gym shorts under the pants will not be permitted**.**

Shoes:

- **Black** dress shoes or **solid black** tennis shoes with regular width **black** shoelaces are required.
- Thick or colored shoelaces are not allowed. Shoes must remain laced and tied properly throughout the day.
- Extra socks in shoes are not permitted.
- Open-toed shoes such as sandals or steel-toed shoes are not allowed.
- Socks must be plain WHITE without any visible logo or design.

Winter Clothing:

- A matching colored hooded or regular sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or white sweatshirts must FIT the student. **Oversized** sweatshirts are not allowed.
- White long sleeve shirts may be worn under student's polo shirt.

Additional Items:

- Cell phones and pagers are strictly prohibited at all times.
- No electronic equipment of any kind allowed, including electronic cigarette, toys, video games, tablets, laptops, smartwatch, headphones, etc.
- No weapons of any type are permitted, including small pocketknives and/or cutting instruments. Possession of certain illegal or location-restricted knives may result in criminal charges.
- Students shall not possess fireworks, smoke or stink bombs, or any other pyrotechnic device.
- Food, beverages, gum, and candy will be confiscated if brought onto the premises.
- Any loose items found in pockets or notebooks will be confiscated and not returned, including personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens and pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets, purses, or money.

I. GRIEVANCE PROCEDURES

The El Paso County JJAEP provides a grievance procedure to address complaints or concerns that students or parents/guardians may have in reference to mistreatment, instructional or programmatic issues, or perceived violations of students rights by staff, policies, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor,

Administrator, CIS) or may go directly to YISD's Department of Student Services at 9600 Sims Drive, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915-273-3491 Ext. 2110 or by email at Ram.Hernandez@epcountytx.gov to further discuss the issue or submit grievance.

General complaints should be resolved at the lowest possible administrative level. General complaints or questions regarding campus level decisions should be addressed with the School Principal/Assistant Principal and/or the JJAEP administrator. If student or parent/guardian does not believe a complaint or grievance was appropriately addressed, efforts should be made to discuss the complaint with the School Principal or Assistant Principal.

- **Initial Discussion** = Students are encouraged to discuss and attempt to resolve problems directly with JJAEP operational staff whenever possible.

- **Reporting to Administrators =** If unable to resolve the matter, students can report it to the the JJAEP Administrator or School Principal/Assistant Principal verbally or in writing. A Student Grievance Form must be provided to the student upon request by school staff.
- **Investigation and Response =** The JJAEP Administrator, Principal, or Assistant Principal will investigate the grievance and attempt to resolve it. The student will receive a written response within five (5) school days after submitting the grievance.
- **Documentation =** Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator and uploaded in the student's file. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings.
- **Appeal Process =** If not satisfied with the response provided by School Administrators or the JJAEP Administrator, students or parents/guardians have the right to appeal to YISD's Department of Student Services or the Juvenile Probation Department and appeal.
- **Deadline for Appeal =** The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after receiving the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

COMPLAINTS & GRIEVANCES FROM PARENT/GUARDIAN

El Paso County JJAEP facilities will respond quickly to all complaints/grievances from parents/guardians or members of the community against any employee of the Juvenile Probation Department and/or employees of the YISD. Corrective action will be taken if deemed necessary. Parents/Guardians must receive a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS and will sign to acknowledge receipt. A copy of the Student Grievance Form is attached to this Student Code of Conduct.

J. SEXUAL ABUSE POLICY

The El Paso County JJAEP has a policy to ensure for the safety of all students within the JJAEP. The below requirements will assist to ensure that no JJAEP student is at risk for sexual abuse, exploitation, or any type of physical or other abuse.

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The El Paso County JJAEP adheres to the Prison Rape Elimination Act of 2003 (PREA), a federal law aimed at preventing sexual abuse in both adult and juvenile facilities, including JJAEP and community correction programs. Across all JJAEP facilities operated by the El Paso County Juvenile Probation Department and the Texas Juvenile Justice Department (TJJD), a strict zero-tolerance policy is maintained in conjunction with PREA, addressing all forms of sexual abuse. To ensure compliance of this policy, school administrators, staff, and JJAEP personnel are designated as coordinators, tasked with overseeing the implementation and adherence.

All JJAEPs are mandated to adopt zero-tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (Texas Administrative Code §358.500). These policies include administrative sanctions as outlined in §348.224 of the JJAEP Policies and Procedures manual.

§358.300 SERIOUS PHYSICAL ABUSE AND SEXUAL ABUSE – (PREA) Prison Rape Elimination Act

- Any JJAEP staff personnel who witnesses, learns of, receives an oral/written statement from a student or other person with knowledge or reasonable belief of an occurrence of alleged serious physical abuse of sexual abuse involving a student shall follow JJAEP school protocol of informing their Principal or Assistant Principal and subsequently reporting to the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD) and local law enforcement. **The JJAEP facilities will maintain a zero-tolerance policy in conjunction with PREA regarding all forms of sexual abuse. The JJAEP Administrator and Campus Administrators (Principal and Assistant Principals) shall oversee the implementation and adherence to the zero-tolerance policy. (All volunteers, interns, and staff shall be trained regarding Abuse, Neglect and Exploitation (ANE) and PREA standards).**
- No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no "consent" allowed for any juvenile under the care and/or control of the Department as well as juveniles previously under the care and/or control of the Department. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras will also be utilized as additional security, but never as a substitute for face-to-face supervision.
- Identification of students vulnerable to sexual abuse, prompts immediate steps to ensure their safety, including additional supervision, referral to school counselor to discuss possible issues, notification to Juvenile Probation Officer (if applicable) to also assist in identifying any problems.
- JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. (This includes searches, restroom breaks, or any function of the program where students are vulnerable or exposed).
- Any student with any type of disability to include deafness will be allowed to report any sexual activity through ***whatever*** means necessary to help them communicate. (No restrictions will be applied by the school).
- YISD/Juvenile Probation Department shall not hire or promote anyone who has engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members, or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
- YISD/Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.
- All students thought to be victims of sexual assault shall be examined at the earliest time possible after the allegation, by a licensed physician. The examination taken by the physician may be used as evidence in an investigation.
- All allegations shall be investigated thoroughly by a neutral party, and all shall be reported to Local Law Enforcement.
- All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.
- If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, Juvenile Probation Department, CPS, etc.) directly.
- Attached to this Student Code of Conduct is the Abuse, Neglect and Exploitation Form with the phone number to call if there is a concern or complaint regarding the health and safety of a juvenile in a Juvenile Justice Alternative Education Program.
- The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect, or exploitation occurred based on the statutory definitions of abuse, neglect, and exploitation.

PROCEDURES TO TAKE IN THE EVENT OF AN ALLEGED SEXUAL ABUSE INCIDENT

JJAEP personnel will report any type of abuse immediately to School Administrators, JJAEP Administrator, Law Enforcement, Texas Department of Family and Protective Services, and the Texas Juvenile Justice Department within 24 hours. The below persons must receive a notification or report regarding allegation:

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Parent/Guardian.
- Texas Department of Family and Protective Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; submit TJJD Incident Report to abuseneglect@tjjd.texas.gov
- JJAEP Administrator - 915-273-3491 Ext. 2110

Depending on the nature, source, or circumstances surrounding the abuse, staff may be directed to:

- Have the student examined by Nurse and/or Physician.
- Make referral to local law enforcement agencies.
- Contact parents/guardians and advise them of incident.
- Gather as much relevant information as possible pertaining to the sexual assault.
- Student and family should be referred to sexual abuse counseling as soon as possible.
- Service referrals may be to school contracted service providers or any community-based service provider capable of handling the referral and providing appropriate services (such as the Center Against Sexual and Family Violence).

K. HIGH SCHOOL EQUIVALENCY

Students placed in the JJAEP who have struggled within the traditional school setting may have the option to participate in a High School Equivalency Program. This is an option available for any student of the JJAEP and requires pre-testing and possible remedial assistance to get student prepared for the official test. Students interested in this option should first consult with their parents/guardians, Juvenile Probation Officer, and guidance counselor to ensure they meet the following criteria:

- Student must be at least16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of the high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students with less than 4 high school credits, will be considered a priority for consideration of a High School Equivalency Program.

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a Disciplinary Alternative Education Program, expulsion, or placement in a Juvenile Justice Alternative Education Program, regardless of a whether the decisions concern a mandatory or discretionary action, to a student's status in the conservatorship of the Texas Department of Family and Protective Services or a student's status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and

attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long-term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. <u>CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING</u>

YISD agrees to continue the provision of personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (C.O.O.P) for online instruction that can provide educational services in accordance with the Texas Education Code, Texas Education Agency, Texas Administrative Code (Chapter 348) and the Texas Juvenile Justice Department. Such C.O.O.P. must address any changes to the JJAEP educational components in the event of a pandemic or natural disaster. Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

This form should be completed if you feel that you or someone else has been treated unfairly, contrary to the Student Code of Conduct. Please submit your statement to the Assistant Principal**. If the complaint involves the Assistant Principal, then submit the grievance to the Principal.**

JJAEP FACILITY:

□ CCA HIGH SCHOOL
□ CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Please explain: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check here if there is more written on the back of this form: ☐

Student's Signature: _____

Grievance Received By: _____ **Date & Time:** _____

Copies of all Student Grievances and Grievance Reviews are to be forwarded to the JJAEP Administrator, Ramon E. Hernandez at Ram.Hernandez@epcountytx.gov

NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice facilities operated wholly or partly by the juvenile board or by a private vendor under a contract with the juvenile board or county that serves juveniles under juvenile court jurisdiction, including: public or private short-term juvenile pre-adjudication secure detention facilities (holdovers); public or private juvenile pre-adjudication secure detention facilities; public or private juvenile post-adjudication secure correctional facilities, except for a facility operated solely for children committed to Texas Youth Commission; public or private non-secure juvenile residential treatment facilities that are not licensed by the Texas Department of Family and Protective Services or Department of State Health Services.

The TEXAS JUVENILE JUSTICE DEPARTMENT investigates allegations of abuse, neglect and exploitation in juvenile justice programs (such as the JJAEP) operated wholly or partly by the juvenile board or by private vendor under a contract with a juvenile board that serves juveniles under juvenile court jurisdiction, including juvenile justice alternative education programs and non-residential programs that serve juvenile offenders under the jurisdiction of the juvenile court.

If you are a member of the public and you have a concern or complaint regarding the health and safety of a juvenile in a juvenile justice facility or program, please contact The TEXAS JUVENILE JUSTICE DEPARTMENT at the following TOLL FREE number:

1-877-786-7263
(1-877- STOP ANE)

The TJJD's investigation is limited to whether an allegation or incident of abuse, neglect or exploitation occurred based on the statutory definitions of abuse, neglect and exploitation. Investigators will not address the appropriateness of a disposition by the juvenile court and do not have the authority to override an order issued by a juvenile court.

For more information, please contact an investigator at the TEXAS JUVENILE JUSTICE DEPARTMENT at (512) 424-6700.

Appendix G

Legend
√ = Compliant
χ = Non-Compliant
∅ = Not Applicable

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT
JJAEP PERSONNEL RECORDS REQUEST
Chapter 348 Juvenile Justice Alternative Education Programs

HR Reviewer's Name:

_____
Print Name and Title

_____
Signature

Date: _____

THE ABOVE SIGNATURE CERTIFIES THAT THE LISTED JJAEP EMPLOYEES HAVE ALL THE ABOVE INFORMATION ON FILE AS REQUIRED BY THE TEXAS JUVENILE PROBATION COMMISSION.

				Education and Certification						Personal Records											Policies and Procedures		
	EMPLOYEE NAME	POSITION	JJAEP START DATE	Bachelor's Degree	Proof of licensing or certification verification	College or University Accreditation	College, High School Diploma, Certificate or Home School Transcript	Teacher Certification	Special Ed Certification	Job Description	Criminal History Records Check – NCIC/TCIC	LOCAL SEX OFFENDER CHECK	FAST-FINGER PRINTS	FIRST AID	CPR	CPI, IF APPLICABLE	Applicable Certification Verification	Applicable Personnel Actions	Documentation of Employee Qualifications	Certified Letter from the Employing School District's HR, if applicable	New Orientation & JJAEP Policies and Procedures	Documentation of Receipt of the Student Code of Conduct
1																						
2																						
3																						
4																						
5																						323
6																						
7																						
8																						
9																						
10																						
11																						
12																						

INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: **abuseneglect@tjjd.texas.gov**

REPORTER'S INFORMATION

Form Completed By Name/Title	*Phone #*	*Fax #*	*Email Address*

First Person of Knowledge Name/Title	*Phone #*	*Email Address*

County Case ID #	*County*	*Incident Date*	*Incident Time*

LOCATION OF ALLEGED INCIDENT

Name of Department/Program/Facility			
Address	*City*	*State*	*Zip*

Administrator's Name/Title	*Phone*	*Fax*

Type of Program/Facility (check one):
- ☐ Pre-Adjudication (Detention)
- ☐ Post-Adjudication (Secure)
- ☐ Post-Adjudication (Non-Secure)
- ☐ Probation
- ☐ JJAEP
- ☐ Day Reporting Program

LAW ENFORCEMENT NOTIFICATION

Law Enforcement Agency Name			*Person Notified*	
Phone	*Fax*	*Report Number*	*Date Notified*	*Time Notified*

SERIOUS INCIDENTS -- Report to TJJD within ***24 Hours***

- ☐ Attempted Escape
- ☐ Escape
- ☐ Escape-Furlough
- ☐ Youth Sexual Conduct
- ☐ Youth-on-Youth Physical Assault
- ☐ Attempted Suicide:
  Referred for Mental Health Services? ☐ Y ☐ N
- ☐ Reportable Injury:
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

YOUTH INVOLVED

Name		*DOB*	*Age*	*Race*	*Height*

Weight	*Gender* ☐ M ☐ F	*Placing County*	*PID*	*Current Location of Youth:* ☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ABUSE, NEGLECT, EXPLOITATION, OR DEATH

Report to TJJD and Law Enforcement within ***24 Hours:***

- ☐ Exploitation
- ☐ Emotional Abuse
- ☐ Verbal Abuse
- ☐ Neglect:
  ☐ Medical ☐ Supervisory
- ☐ Physical Abuse
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

Report to Law Enforcement within ***1 Hour*** and TJJD within ***4 Hours***

- ☐ Death:
  ☐ Suicide ☐ Non-Suicide
- ☐ Sexual Abuse:
  ☐ Contact ☐ Non-Contact
- ☐ Serious Physical Abuse (injury that requires medical treatment):
  Restraint related? ☐ Y ☐ N
  If yes, what type? ☐ Mechanical ☐ Physical ☐ Chemical

11209 Metric Boulevard, Bldg. H
Austin, TX 78758

P.O. Box 12757
Austin, TX 78711

www.tjjd.texas.gov
P (512) 490-7230 or (512) 490-7126

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH

Name	*DOB*	*Age*	*Race*	*Height*

Weight	*Gender*	*Placing County*	*PID*	*Current Location of Youth:*
	☐ M ☐ F			☐ Facility ☐ Residence ☐ Other

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

ALLEGED PERPETRATOR: STAFF

Name / Title	**DOB**	Gender	Re-Assigned	Resigned	Suspended	Terminated
			☐	☐	☐	☐
			☐	☐	☐	☐
			☐	☐	☐	☐

YOUTH-ON-STAFF ASSAULTS ONLY

TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF

Name / Title	*DOB*	*Race*	*Gender*
			☐ M ☐ F

Was the staff injured? ☐ Y ☐ N

If Yes: Was medical treatment needed? ☐ Y ☐ N

Briefly describe any injuries:

SUSPECT: YOUTH

Name	*DOB*	*Age*	*Race*

Gender	*Placing County*	*PID*
☐ M ☐ F		

Name of Parent/Guardian	*Phone*	*Date Notified*	*Time Notified*

Parent/Guardian's Address	*City*	*State*	*Zip*

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may *not* replace the narrative.**
- The details of the incident should include ***who, what, when, where, why****, and* ***how***, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	*Signature*	*Date*
	X	

Internal Investigation Report Form

Administrative Investigations Division

TEXAS JUVENILE JUSTICE DEPARTMENT

In accordance with Texas Administrative Code Section 358.800, an Internal Investigation Report (IIR) shall be completed at the conclusion of all internal investigations resulting from alleged abuse, neglect, exploitation or death of a juvenile.

GENERAL INFORMATION

TJJD Case Number:	County Case ID#:	County:	Department / Program / Facility:

Date of Alleged Incident:	Alleged Victim(s):	Alleged Perpetrator(s): #1: #2: #3: #4:

Alleged Perpetrator's Current Mailing Address *(including address, city, state and zip code)*:	First Person of Knowledge:
Perpetrator #1: Perpetrator #2: Perpetrator #3: Perpetrator #4:	Date Allegation Reported to First Person of Knowledge: Date Allegation Reported to TJJD:

LAW ENFORCEMENT INFORMATION

Name of Law Enforcement Agency:	Date Reported to Law Enforcement:	Law Enforcement Report Number:

DEPARTMENT / PROGRAM / FACILITY EMPLOYMENT SEPARATION

In accordance with Texas Administrative Code Section 358.720, if during the internal investigation the Subject of Investigation resigns or is terminated from employment, the TJJD shall be notified no later than the second business day after the resignation or termination:

	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	☐ Resignation ☐ Termination			
Perpetrator #2:	☐ Resignation ☐ Termination			
Perpetrator #3:	☐ Resignation ☐ Termination			
Perpetrator #4:	☐ Resignation ☐ Termination			

WITNESSES

In accordance with Texas Administrative Code Section 358.740, diligent efforts shall be made to obtain written or electronically recorded oral statements from all persons with direct knowledge of the alleged incident.
If more space is needed for additional witnesses, please include in the "Additional Information" section on Page 2.

Please provide a list of all persons who provided a written and/or oral statement.

Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written
Name:	Title:	Type: ☐ Oral ☐ Written

INTERNAL INVESTIGATION REPORT

In accordance with Texas Administrative Code Section 358.820, the Internal Investigation Report (IIR) shall include the following.

Date Internal Investigation Initiated:	Date Internal Investigation Completed:	Date Alleged Victim's Parent/Guardian was Notified of Allegation:

Summary of Original Allegation:

Relevant Policy and Procedure Related to the Alleged Incident: (*Please also note any changes to policies and procedures that occurred as a result of this incident.)*

Summary of Steps Taken During the Internal Investigation:

Written Summary of All Oral Interviews Conducted:

List of All Evidence Collected During the Internal Investigation (i.e. audio and/or video recordings, polygraph examinations, etc.):

Relevant Findings of the Investigation that Support the Disposition (i.e., an analysis of the evidence):

Additional Information:

Assigned Disposition:
☐ Founded ☐ Unfounded ☐ Inconclusive

Perpetrator #1 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #2 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #3 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Perpetrator #4 Administrative Disciplinary Action / Corrective Measures Taken to Date:
☐ Termination ☐ Suspension ☐ Retrained ☐ Returned to Duty ☐ None

Names of All Persons Who Assisted in Conducting the Internal Investigation:

PARENT / GUARDIAN INFORMATION

Name of Parent or Guardian:	Current Mailing Address *(including address, city, state and zip code)*:

ADDITIONAL INFORMATION

Please include any additional information you think is pertinent to this investigation that has not already been detailed. This includes any additional witnesses that you were unable to list on Page 1:

COMPLETED BY

Printed Name of Person Who Completed the Internal Investigation Report:	Date Completed:	Signature:

In accordance with Texas Administrative Code Section 358.840, please submit the Internal Investigation Report and copies of the following documents to the TJJD within five calendar days following its completion.

- Written statements;
- Relevant medical documentation, if the release is authorized by law;
- Training records, if applicable; and
- Any other documentation used to reach the disposition of the internal investigation

* *Please note that although some of the contents of this form are required by administrative rule, the form has been provided for your convenience and its use is not mandatory.*

Ysleta Independent School District

2024-2025 DISTRICT CALENDAR

July
1-5 District Holiday
8-18 Student Registration
15-18 New Teacher Induction
19 Teacher Prep Day
22-26 Professional Development
29 First Instructional Day/ First Day of the First Semester

August
26 Parent Conference / Full Day Instruction (High School)
27 Parent Conference / Full Day Instruction (Middle School)

September
2 Labor Day/District Holiday
18 Parent Conference / Full Day Instruction (Elementary School)
27 End of 1st Nine Weeks
30 Fall Intersession

October
1-4 Fall Intersession
7-11 Fall Break
14 Professional Development / No Students
31 Early Release Campus PD / Students Half-Day (4 Hours)

November
11 Veteran's Day/ District Holiday
25-29 Thanksgiving Break

December
3 English I EOC
4 Biology and US History EOC
5 English II EOC and Algebra I EOC
20 Early Release/ Students Half-Day (4 Hours)
End of First Semester/ End of 2nd Nine Weeks
23-27 Winter Break
30-31 Winter Break

January
1-3 Winter Break
6 Holiday Exchange Day
7 Professional Development
8 First Day of Second Semester/ Students Report Back to School
20 Martin Luther King Jr. Day/ District Holiday

February
17 Parent Conference/ Full Day Instruction (High School)
18 Parent Conference/ Full Day Instruction (Middle School)
19 Parent Conference/ Full Day Instruction (Elementary School)
28 End of 3rd Nine Weeks

March
3-7 Spring Intersession
10-14 Spring Break
17 Professional Development / No Students

April
8-11 STAAR Testing
15-17 STAAR Testing
18 Good Friday/ District Holiday/ Inclement Weather Make-Up Day
22-25 STAAR Testing

May
26 Memorial Day/ District Holiday/ Inclement Weather Make-Up Day
30 Early Release/ Students Half-Day (4 Hours)
End of Second Semester/ Last Instructional Day

June
24-26 EOC Retest
30 District Summer Holiday

July
1-4 District Summer Holiday

Teacher Work Days 187

Instructional Days

Semester 1 87 Semester 2 89

Legend:

- Holiday/Non-Duty Day
- Professional Development
- STAAR/EOC Testing
- Inclement Weather Make-Up Day
- Student Registration
- Intersession
- Beginning/End of Semester
- End of Grading Period
- Parent Conference
- Holiday Exchange
- 329 Early Release

July

S	M	T	W	Tr	F	Sa
	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

S	M	T	W	Tr	F	Sa
				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

S	M	T	W	Tr	F	Sa
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

S	M	T	W	Tr	F	Sa
		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

S	M	T	W	Tr	F	Sa
					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

S	M	T	W	Tr	F	Sa
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				

January

S	M	T	W	Tr	F	Sa
			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

S	M	T	W	Tr	F	Sa
						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

S	M	T	W	Tr	F	Sa
						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

S	M	T	W	Tr	F	Sa
		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

S	M	T	W	Tr	F	Sa
				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

S	M	T	W	Tr	F	Sa
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					

July

S	M	T	W	Tr	F	Sa
		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		

This academic calendar is intended for use by YISD students, parents and guardians, district employees, and the community for planning.
It is not intended for payroll purposes. Employees should confirm with Payroll/HR their actual days of employment per their assigned schedule.
This calendar is compliant with Texas House Bill 2610 and verified to contain at least 75,600 minutes of instruction for the 2024-2025 school year.

Board Approved: December 13, 2023
Revised: December 15, 2023 2:27 pm

AGREEMENT

AGENCY: ESC19 Head Start
City/County of El Paso, State of Texas

CONTRACTOR: Tornillo Independent School District
County of El Paso, State of Texas

CONTRACT: Meals for Children in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center – Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective October 1, 2024, through September 30, 2025. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency is in receipt of a Grant from the Texas Department of Human Services (TDHS) and Texas Department of Agriculture, (TDA), for the purpose of feeding children enrolled in the Head Start Program. WHEREAS, pursuant to said Grant, the Agency is undertaking certain activities, and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings; NOW THEREFORE, the Agency and Contractor do mutually agree as follows:

I. CONTRACTOR OBLIGATIONS

1. **Meals**

- Meals will be provided for children enrolled and are eligible in the Head Start Program
- Meals will be prepared in accordance with Texas Department of Agriculture (TDA) and United States Department of Agriculture (USDA)
- Meals meet the Child & Adult Care Food Program (CACFP) meal pattern requirements
- Contractor shall not claim the meals served to the Head Start children under the National School Lunch Program
- Full Day Session: (Breakfast, lunch & pm snack)
- Half Day Session: (AM snack, lunch and pm snack)
- Age appropriate foods
- Food modifications (e.g. Puree, Ground, Finely Chopped and Chopped)
- All meals will be prepared at full enrollment

Birthday Celebrations

Contractor shall provide a monthly birthday celebration snack for children per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will reimburse the Contractor at the rate of snack cost.

2. **Meal Variations**

Contractor shall provide for any food allergies, or special diets and nutritional needs in accordance with a physician's medical statement and in accordance with Child and Adult Care Food Program regulations.

3. **Cycle Menus**

Contractor shall provide cycle menus to the Head Start Nutrition services in addition to monthly menus. Cycle menus shall be provided at the beginning of the school year. Monthly menus shall be provided one month in advance.

4. **Health Department**

Contractor shall maintain on file a current local health department food establishment permit and health inspection and provide a copy of such to the Head Start Center. The contractor agrees to meet all local and sanitary code requirements applicable to food service delivery to include:

a. Document temperatures twice daily on the Refrigerator/Freezer Temperature Chart
b. Document and maintain accurate food temperatures
c. Document and maintain adequate dry storage temperatures

5. **Term**

Commence performance of this Agreement on the 1st day of October 2024, and complete performance no later than September 30, 2025.

6. **Records**

Maintain such records and accounts, including financial records, as are deemed necessary by the Agencies or the Director of TDHS and ACF to assure proper accounting for all project funds, both Federal and Non-Federal share. These records shall be retained for a period of three years from the date of submission of the final claim under this agreement unless an audit item has not been resolved, in which case records shall be maintained until satisfactory resolution of the audit item has been accomplished. If the Contractor delivers its records to the Agencies at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever. Provide Head Start with the required Daily Meal Production Records identifying the quantity of foods served per meal and the number of children and adults served. The Contractor will provide daily meal production records to Head Start Center Manager on a weekly basis (Monday).

a. Daily Meal Production Record

7. **Reimbursable Meals**

- Meet Program meal pattern requirements (contains all required components in at least the minimum required portion sizes)
- Be served to eligible children

- Be served according to federal and state regulations and policies
- Actual meals provided accordance to attendance on a daily basis

8. **Locations**

Tornillo ISD cafeteria will provide meal services to our Head Start children.

9. **Audit**

Facilitate the examination and copying of appropriate meal service records during normal working hours by TDHS, USDA, TDA and Head Start. This may occur annually as an administrative review. Contractor will be given a five-day notice.

10. **Assurances**

The Contractor agrees to comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Americans with Disabilities Act and all amendments to each, and all requirements imposed by the regulations issued pursuant to these acts. In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA (Section 6000 TDA).The contractor also agrees to comply with Health and Safety Code Section 85.113 (relating to workplace and confidentiality guidelines regarding AIDS and HIV).

This assurance is given in consideration of and for the purpose of obtaining any and all federal financial assistance, grants and loans of federal funds, reimbursable expenditures, grant or donation of federal property and interest in property, the detail of federal personnel, the sale and lease of, and the permission to use, federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease or furnishing of services to the recipient, or any improvements made with federal financial assistance extended to the program applicant by the TDHS. This includes any federal agreement, arrangement, or other contract which has as one of its purposes the provision of cash assistance extended in reliance on the representation and agreements made in this assurance.

The Contractor agrees to compile CACFP meal requirements, data, maintain records, and submit reports as required, to permit effective enforcement of the above Acts and permit authorized TDHS, USDA and TDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with the above Acts. If there are any violations of this assurance, TDHS has the right to seek judicial enforcement of this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees as long as it receives assistance or retains possession of any assistance from the department. The person whose signature appears on

this contract is authorized to sign this assurance on the behalf of the Contractor.

II. AGENCY OBLIGATIONS

The Agency shall:

1. **Payment**

Upon receipt of the monthly report due no later than the 30th day of the month, the Agency shall reimburse Contractor for the **actual number of meals** served at the reimbursement rate of Breakfast $**3.75**, Snacks **$3.00,** and Lunch **$6.25**. Reimbursement rates shall be based solely on rates established by the Contractor. Upon receipt of documentation from Contractor indicating a change in reimbursement rate, the Agency shall forward say documentation to Contractor. The documentation forwarded shall constitute an amendment to this Agreement and shall establish the reimbursement rate for the period affected.

2. **Limitation on Reimbursement**

In **no** event shall the Agency reimburse Contractor for meals served at a rate higher than the reimbursement rate being paid to the Agency by **TDHS and TDA** for any report period.

Both parties to this Agreement understand that ESC19 Head Start, shall accept final administrative and financial responsibility for program operations, and shall not contract for the management of the Child and Adult Care Food Program.

Any attachment not made as part of this Agreement on the date of its execution, shall be attached as soon as possible thereafter and shall be dated and signed by the parties.

3. **Monitoring/Reviews**

H-1529

If a CE or site contracts with a Food Service Management Company (FSMC) or vendor to provide food service, the CE or site must conduct an annual on-site monitoring review of each food preparation site used by the FSMC/vendor to provide meals for their contract. The review must be conducted during each CACFP Program Year (October 1 through September 30 of any given year). CEs and sites must use the Food Service Management Company / Vendor Monitor Review (**H-1529**), to conduct the monitoring review.

H-1606

Sites participating in the CACFP are subject to unannounced as well as announced reviews by the sponsor, TDA, USDA or other State or Federal officials. Agency must conduct three reviews of each of their sites to determine compliance with all program requirements (September, February and April).

IN WITNESS WHEREOF, the Agencies and the Contractor have executed this Agreement as of the date first written above.

Tornillo Independent School District

_____ Date: _____

Rosy Vega - Barrio, Superintendent

ESC19 Head Start

_____ Date: _____

Dr. Armando Aguirre, ESC19 Executive Director

_____ Date: _____

Socorro Rodríguez, ESC19 Head Start Director

AGREEMENT

AGENCY: ESC19 Head Start
City/County of El Paso, State of Texas

CONTRACTOR: Tornillo Independent School District
County of El Paso, State of Texas

CONTRACT: Meals for Adults in Head Start Program

When this Agreement is duly completed and signed by appropriate authority, it constitutes a CONTRACT between Education Service Center - Region 19 (AGENCY) and Tornillo Independent School District (CONTRACTOR) to be effective September 2, 2024 through August 29, 2025. Witnesseth that Agency and Contractor do mutually agree as follows:

WHEREAS, the Agency operates and administers, through the United States Department of Health and Human Services, a Head Start Program for children residing within the Boundaries of the Tornillo Independent School District; and WHEREAS, the Agency desires to engage the Contractor to render certain assistance in such undertakings:

I. CONTRACTOR OBLIGATIONS

1. Meals
Contractor shall provide a noon meal for adults per classroom per day. This meal shall be served in conjunction with the meal served to the Head Start children and shall meet the CACFP adult feeding requirement.

- **Birthday Celebrations**

Contractor shall provide a monthly birthday celebration snack for adults per classroom on designated day. This is done in recognition of those Head Start children celebrating their birthday. The Agency will Reimburse the Contractor at the rate of snack cost **$3.00**.

2. Term
The Contractor shall commence performance of this Contract on the 2nd day of September 2024 and shall complete performance no earlier than August 30, 2025.

3. Records
The Contractor shall maintain such reasonable records and accounts, including financial records, to assure proper accounting for all project funds, both Federal and Non-Federal shares. These records will be made available for audit purposes to the Agencies, the D.H.H.S. or the Comptroller General of the United States or any authorized representative, and will be retained for three years after the expiration of this Contract unless permission to destroy them is granted by the Agency at the end of the term hereof, it shall have no further responsibility for retaining any records whatsoever.

4. Compliance with Conditions
The Contractor agrees to assist the Agency in complying with all of the Conditions Governing Grants under Section 222 EOA Department of Health and Human Services.

II. AGENCY OBLIGATIONS

The Agency shall:

1. Reimbursement
The Agency shall reimburse the Contractor for costs incurred in the preparation of the meals served to the staff and parent/volunteer on actual participation. Reimbursement for meals shall be at a rate of **$6.25** per Adult meal claimed.

2. Payment
The Contractor shall submit monthly reports to indicate number and types of meals served, not later than the fifth day of the following month. Upon receipt of the monthly report, the Agency shall reimburse Contractor for the number of meals served at the rate set forth herein not later than the 30th day of the month.

IN WITNESS WHEREOF, the Agency and the Contractor have executed this Agreement as of the date first written above.

Tornillo Independent School District

_____ Date: _____

Rosy Vega – Barrio, Superintendent

ESC19 Head Start

_____ Date: _____

Dr. Armando Aguirre, ESC19 Executive Director

_____ Date: _____

Socorro Rodríguez, ESC19 Head Start Director

MEMORANDUM

To: Board of Trustees
From: Norma Aguirre, District CNS Manager
Subject: 2024 – 2025 Adult Meal Prices
Date: August 28, 2024

HISTORY:
The USDA requires meals served to adults not directly involved in the operation and administration of school nutrition programs be priced accordingly to cover the overall cost of the meal.

FNS-GD-1988-0012

RATIONALE:
Each year the CNS department reviews costs and adjusts adult meal prices accordingly.

BUDGET IMPACT:
None

ADMINISTRATIVE RECOMMENDATION:
Administration is recommending the Board of Trustees approve the 2024-2025 adult meal prices, as presented.

Adult Meal Calculator Worksheet

This worsheet provides the information needed to calucate adult meal prices using both approved methods. Choose the method of calculation (see the *Administrator's Reference Manual (ARM), Section 19, Meal Pricing* for additional information on which method to use). If the rate applies, record the rate in the *Amount CE Recieves* cell. If using Method 1, record the local student paid charge in the designated *Local Stuent Paid Charge* cell. If using Excel, this worksheet will automatically calculate the amounts in the *Minimum Adult Charge* and *Total Federal Funds* cells. All amounts are carried to 4 digits and must be rounded up when determining the adult meal price. Non-pricing programs must always use Method 2. TDA posts the current reimbursement rates at *SquareMeals.org.*

Use the applicable rates for the school year when the adult meal prices will apply.

Method 1 Lunch	
Federal Funds/Reimbursement Rate	**Amount CE Receives**
Paid Reimbursement Rate	
Performance-Based Rate	
Severe Need Lunch Rate	
USDA Foods Rate	
Total Federal Funds Received	$ -
Highest Local Student Price Charged	
Minimum Adult Charge	**$ -**

Method 1 Breakfast	
Federal Funds/Reimbursement Rate	**Amount CE Receives**
Paid Reimbursement Rate	
Severe Need Breakfast Rate	
USDA Foods Rate (Add if USDA Foods are used at breakfast)	
Total Federal Funds Received	$ -
Highest Local Student Price Charged	
Minimum Adult Breakfast Charge	**$ -**

Method 2 Lunch	
Federal Funds/Reimbursement Rate	**Amount CE Receives**
Free Reimbursement Rate	$ 4.45
Performance-Based Rate	$ 0.09
Severe Need Lunch Rate	
USDA Foods Rate	$ 0.45
Total Federal Funds Received	$ 4.99
Minimum Adult Charge	**$ 4.99**

Method 2 Breakfast	
Federal Funds/Reimbursement Rate	**Amount CE Receives**
Free Reimbursement Rate	$ 2.87
Severe Need Breakfast Rate	$ 0.09
USDA Foods Rate (Add if USDA Foods are used at breakfast)	$ 0.36
Total Federal Funds Received	$ 3.32
Minimum Adult Breakfast Charge	**$ 3.32**

New Lunch Price $5.50 338

New Breakfast Price $3.75

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Budget Amendment - Administration
Date: August 28, 2024

Budget Amendment Request

1. Requesting a budget amendment to allocate to various functions as the result of estimated 2023-2024 TRS on behalf expenditures. The related expenditures are offset by corresponding revenue matched by the State.

Increase:

199.00.5831.00.000.00.0.00	($41,200)
199.11.6144.00.999.99.0.00	$25,000
199.21.6144.00.999.99.0.00	$9,700
199.23.6144.00.999.99.0.00	$2,000
199.33.6144.00.999.99.0.00	$2,000
199.53.6144.00.999.99.0.00	$2,500

2. Requesting a budget change from Function 11-Instruction, Function 23 – Instructional Leadership and 41-Administration and Function 71-Debt Service for the implementation of GASB 87 Copier lease.

Increase

199.71.6512.00.999.99.0.00	$28,700
199.71.6522.00.999.99.0.00	$ 2,000

Decrease

199-11-6269-00-001-11-8-10	$9,600
199-11-6269-00-041-11-8-10	$3,800
199-11-6269-00-044-11-8-10	$3,800
199-23-6269-00-001-11-8-10	$3,500
199-23-6269-00-044-11-8-10	$2,800
199-41-6269-00-750-99-0-00	$2,400
199-41-6269-00-727-99-0-00	$1,600
199-41-6269-00-702-99-0-00	$1,600
199-41-6269-00-701-99-0-00	$1,600

Board President:_____Date: _____

Board Secretary:_____Date: _____

■ Finance Services ■ 19200 Cobb Ave/PO Box 170 ■ Tornillo, Texas 79853 ■ P: (915)765-3000 ■ F: (915)765-3099 ■ www.tisd.us

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M. Guerra, Director of Finance
Subject: Property, Casualty and Auto Liability Insurance 2024-2025
Date: August 28, 2024

HISTORY:
Property and Casualty Alliance of Texas is a member owned-and-governed program created to provide member districts lowest long-term cost for property and casualty coverage via multi-year membership, rate and coverage stability, proactive loss prevention, and cash dividend. PCAT provides multi-yet risk management solutions for over 130 Texas school districts

RATIONAL:
Every year, the district renews the property and casualty and automobile insurance to insure the following:

Property
- Buildings, Personal Property and Auxiliary Structures

Miscellaneous Property
- Mobile and Music Equipment
- Computer Equipment and Media

General Liability
- Personal Injury
- Employee Benefits Coverage
- Educators Legal Liability
- Automobile Liability and Auto Physical Damage

Crime Activities
- Public Employee Dishonesty
- Money & Securities
- Forgery and Alteration

BUDGET IMPACT: Cost of property, casualty, workers compensation and auto liability insurance for 2024-2025 - $426,936

ADMINISTRATIVE RECOMMENDATION:
To approve the Property, Casualty, Workers Compensation and Auto liability Insurance as presented.

2024 Commercial Insurance Proposal

Tornillo Independent School District

Phillip Briscoe
Vice President – El Paso
Account Manager: Marcela Garcia, CISR
Date Prepared: August 02, 2024

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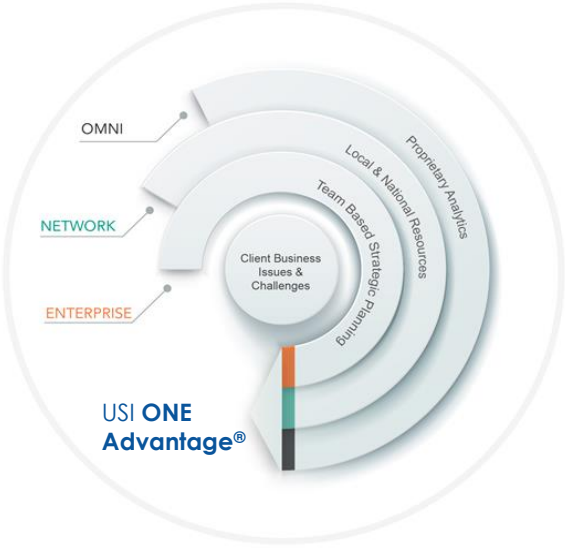
About USI Insurance Services

USI is one of the largest brokerages and consulting firms in the world, delivering property and casualty, employee benefits, personal risk, program and retirement solutions to large risk management clients, middle market companies, smaller firms and individuals. Headquartered in Valhalla, New York, USI connects together over 6,000 industry leading professionals across more than 150 offices to serve clients' local, national and international needs. USI has become a premier insurance brokerage and consulting firm by leveraging the USI ONE Advantage®, an interactive platform that integrates proprietary and innovative client solutions, networked local resources and expertise, and enterprise-wide collaboration to deliver customized results with positive, bottom line impact. USI attracts best-in-class industry talent with a long history of deep and continuing investment in our local communities. For more information, visit usi.com.

The USI ONE Advantage®



What truly distinguishes USI as a leading middle market insurance brokerage and consulting firm is the USI One Advantage, a game-changing value proposition that delivers clients a robust set of risk management and benefit solutions and exclusive resources with financial impact. USI ONE™ represents **Omni, Network, Enterprise**—the three key elements that create the USI ONE Advantage and set us apart from the competition.

Omni – USI's Proprietary Analytics
Omni, which means "all," is USI's one-of-a-kind solutions platform—real time, interactive, dynamic and evolving, and customized for each client. Built in-house by USI subject matter experts, Omni captures the experience of more than 100,000 clients, thousands of professionals and over 100 years of business activity through our acquired agencies into targeted, actionable solutions.

Network – USI's Local and National Resources
USI has made a very large investment in local resources and technical expertise, with more than 6,000 professionals networked nationally to build strong vertical capabilities and integrated account teams. Our local and regional experts ensure account team availability, hands-on service, and ongoing diligent follow-through so we can deliver on the solutions we customize for our clients.

Enterprise – USI's Team Based Strategic Planning
USI's enterprise planning is a disciplined, focused, analysis centered on our client's issues and challenges. Highly consultative meetings integrate USI's Omni analytics with our broad resource network to build a risk management strategy aligned with client business needs. Our enterprise process is a proven method for identifying, quantifying and minimizing client risk exposures.

The USI ONE Advantage—our **Omni** knowledge engine, with our **Network** of local and national resources, delivered to our clients through our **Enterprise** planning process gives USI fundamentally different solutions, the resources to deliver, and a process to bring superior results to our clients.

Service Team

[illegible]

303 [illegible] r [illegible] 3 0 [illegible] 7990

9 [illegible] 3 [illegible] www.usi.com

Sales Executive

Your **Sales Executive is Phillip *Briscoe***

Direct Number: (915) 534-9412

E-Mail: Phillip.Briscoe@usi.com

Account Manager

Your **Lead Account Manager is Marcela Garcia**

Direct Number: (915) 534-9461

E-Mail: Marcela.Garcia@usi.com

Claims Department

Your **Claims Manager is Mike Rogers** at USI Insurance

Direct Number: (915) 534-9463

E-Mail: Mike.Rogers@usi.com

Premium Summary

Coverage	Expiring Term	Renewal Term
Property	$254,119	$324,711
Equipment Breakdown	$3,290	$4,204
General Liability	$1,464	$1,599
Automobile	$24,139	$28,413
Educator's Legal Liability	$6,255	$6,830
Cyber Liability	$5,433	$5,932
Workers' Compensation	$58,979	$55,247
TOTAL ESTIMATED ANNUAL PREMIUM	**$353,679**	**$426,936**

Optional Auto Liability Quotes:

- Uninsured/Underinsured Motorist Coverage - $1,547 additional premium
- Medical Payments - $1,221 additional premium

Binding Requirements:

- Signed Client Authorization to Bind
- Signed A.M. Best JUA and Unrated Notification - PCAT
- Signed Statement of Values
- Signed Fleet Schedule
- Signed CAS Addendum Agreement for 3rd year of a 3-Year Contract or New 3-Year Plan
- Signed A.M. Best JUA and Unrated Notification – CAS
- Please specify of any vacant buildings, confirm that they are maintained accordingly and advise of the building's future use. Please note that there will be no building coverage for any vacant buildings, if not specified.

Payment Terms:

- PCAT – Agency Bill (Full Payment)
- CAS – Direct Bill (Full Payment)

Property Casualty Alliance of Texas (PCAT) – Property & Casualty

2024 Coverage Summary

Tornillo ISD

PCAT 9.1.2024 - 9.1.2025

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	$79,367,081	2% per building, $500,000 minimum, per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	$79,367,081	$10,000 per occurrence
Property Frozen Pipes	PCAT	Replacement Cost Blanket Coverage	$79,367,081	$50,000 per building, $250,000 minimum, per occurrence
Property Earth Movement	PCAT	Replacement Cost Blanket Coverage	$1,000,000*	$10,000 per occurrence
Property - Flood - not Zone A or V	PCAT	Replacement Cost Blanket Coverage	$1,000,000*	$100,000 per occurrence

** Sublimits included as part of the property values shown above.*

			Limits	
Equipment Breakdown	PCAT	Per Accident	$79,367,081	$5,000
Cyber Loss & Liability	PCAT	1st & 3rd Party Coverage	$1,000,000	$25,000
General Liability	PCAT	Per Occurrence / General Aggregate	$1,000,000	None $10,000 Law
Educator's Legal Liability	PCAT	Claims-Made & Reported	$1,000,000	$10,000
Auto Liability	PCAT	Per Accident	$1,000,000	$1,000
Auto Physical Damage	PCAT	Actual Cash Value	$1,568,848	$1,000

Additional Property Coverages

	Limits
All are Sublimits included as part of the property values and are subject to the deductibles shown or selected.	
Accounts Receivable	$ 250,000
Arson, Theft and Vandalism Rewards	$ 25,000
Back-up of Sewers, Drains or Sumps	$ 25,000
Building Ordinance or Law – Blanket	
Demolition Cost & Increased Cost of Construction	$ 1,000,000
Loss to Undamaged Portion of the Building	Included
Debris Removal	$ 250,000
Errors & Omissions	$ 500,000
Extra Expense	$ 2,000,000
Fire Department Service Charge	$ 25,000
Fire Extinguishing Equipment Recharge	Included
Flood – Excluding Zones Prefixed A or V – Annual Aggregate	$ 1,000,000
Foundations and Underground Pipes	$ 100,000
Inventory & Appraisal	$ 25,000
Miscellaneous Unnamed Locations	$ 50,000
Newly Acquired or Constructed Buildings – 180 days	$ 1,000,000
Outdoor Property	$ 2,000,000
Outdoors Trees, Shrubs & Plants	$ 25,000
Personal Effects and Property of Others	$ 100,000
Personal Property at Newly Acquired or Constructed Buildings – 180 days	$ 500,000
Pollution Cleanup and Removal	$ 100,000
Preservation of Property	Included
Spoilage	$ 100,000
Tenant Glass	$ 10,000
Theft Damage to Building	Included
Underground Water Seepage	$ 25,000
Utilities Services – Direct Damage	$ 50,000
Valuable Papers and Records	$ 50,000

Inland Marine Coverages

	Limits	Deductible
Coverage applies when not within 1,000 feet of the described premises and are subject to the limits and the deductibles listed.		
Audio Visual Equipment	$ 100,000	$ 15,000
Band Equipment, Uniforms, & Musical Instruments	$ 500,000	$ 10,000
Electronic Data Processing Equipment	$ 2,000,000	$ 15,000
Media & Data	Included	
Fine Arts	$ 25,000	$ 10,000
Miscellaneous Equipment (includes Mobile Equipment)	$ 500,000	$ 10,000
Personal Effects and Property of Others – Off Premises	$ 100,000	$ 10,000
Personal Property In Transit	$ 50,000	$ 10,000
Property Off-Premises	$ 100,000	$ 10,000

Crime

	Limits	Deductible
Employee Dishonesty	$ 100,000	$ 5,000
Money & Securities - Inside the Premises	$ 50,000	$ 5,000
Money & Securities - Outside Premises	$ 50,000	$ 5,000
Fraudulent Instruction	$ 50,000	$ 5,000
Forgery & Alteration	$ 50,000	$ 5,000

Equipment Breakdown

	Limits	Deductible
Equipment Breakdown Limit	$ 79,367,081	$ 5,000
Property Damage	Included	
Off Premises Property Damage	$ 25,000	
Business Income/Extra Expense/Service Interruption	$ 1,000,000	
Contingent Business Income	$ 25,000	
Civil Authority	Included	
Perishable Goods	$ 100,000	
Demolition	$ 100,000	
Ordinance or Law	$ 100,000	
Expediting Expenses	$ 100,000	
Hazardous Substances	$ 100,000	
Newly Acquired Locations	$ 1,000,000	
Green	$ 25,000	
Public Relations	$ 5,000	

Cyber Loss & Liability Coverage

	Limit	Retention
Maximum Limit of Insurance		
Each Incident/Aggregate	$ 1,000,000	$ 25,000
First Party Insuring Agreements		
Cyber Incident Response Fund	Inside Limit	
Cyber Incident Response Team	$ 1,000,000	$ 25,000
Response Coach Retention		$ 25,000
Non-Panel Response Provider	$ 250,000	$ 25,000
Business Interruption Loss and Extra Expenses (12 hours)	$ 1,000,000	$ 25,000
Contingent Business Interruption Loss and Extra Expenses		
Scheduled Providers	N/A	N/A
Unscheduled Providers (12 hours)	$ 1,000,000	$ 25,000
Digital Data Recovery	$ 1,000,000	$ 25,000
Network Extortion	$ 1,000,000	$ 25,000
Third Party Insuring Agreements		
Cyber, Privacy and Network Security Liability	$ 1,000,000	$ 25,000
Regulatory Proceedings	$ 1,000,000	$ 25,000
Payment Card Loss	$ 1,000,000	$ 25,000
Electronic, Social and Printed Media	$ 1,000,000	$ 25,000
Cyber Other Terms and Conditions		
Ransomware Encounter	$ 1,000,000	$ 25,000
Widespread Severe Known Vulnerability Exploit	$ 1,000,000	$ 25,000
Widespread Software Supply Chain Exploit	$ 1,000,000	$ 25,000
All Other Widespread Events	$ 1,000,000	$ 25,000
Widespread Severe Zero Day Exploit	$ 1,000,000	$ 25,000
Cyber Crime Insuring Agreements		
Computer Fraud	$ 500,000	$ 25,000
Funds Transfer Fraud	$ 500,000	$ 25,000
Social Engineering Fraud	$ 500,000	$ 25,000

General Liability

	Limits	Deductible
General Aggregate	$ 1,000,000	None
Each Occurrence	$ 1,000,000	None
Damage To Premises Rented To You	$ 500,000	None
Unmanned Aerial Vehicle Aggregate	$ 100,000	None
Personal and Advertising Injury	$ 1,000,000	None
Products/Completed Operations Aggregate	$ 1,000,000	None
Law Enforcement Liability - Each Occurrence	$ 1,000,000	$ 10,000

Employee Benefits Liability

		Limits	Deductible
Claims-Made & Reported Form	Retroactive Date:	9.1.2020	
Each Claim		$ 1,000,000	None
Aggregate (Included in General Liability General Aggregate)			

Educator's Legal Liability

		Limits	Deductible
Claims-Made & Reported Form	Retroactive Date:	9.1.2015	
Coverage A: Professional Educational Services			$ 10,000
Each Professional Incident		$1,000,000	
Professional Incident Aggregate		$1,000,000	
Coverage B: Employment-Practices Liability			$ 10,000
Each Employment Incident		Combined with Coverage A	
Employment Incident Aggregate		Combined with Coverage A	
Coverage C: Non-Pecuniary Defense			$ 10,000
Defense Reimbursement		$ 100,000	
Defense Reimbursement Aggregate		$ 300,000	

Auto Liability

	Limits	Deductible
Combined Single Limit	$ 1,000,000	$ 1,000
Non-Owned & Hired Liability	BI / PD Limit	

Auto Physical Damage

	Limits	Deductible
Comprehensive & Collision Coverage Including Flood, except in Zones Prefixed A or V	ACV	$ 1,000
Newly Acquired Vehicles	ACV	$ 1,000
Garagekeepers Legal Liability	$ 50,000	$ 1,000
Hired Car Physical Damage	$ 100,000	$ 1,000

Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

Terms & Conditions

General Terms

1. The proposed contributions and coverage include package discounts. Therefore, all proposed coverages must be accepted as a package.
2. This proposal is summary only. Please consult all applicable agreements and coverage documents for a complete explanation of the coverages, conditions and exclusions.
3. If this proposal is based upon an incomplete application, terms and pricing may change if the completed application reveals new underwriting concerns.
4. This proposal is based upon no deterioration in property losses prior to binding. If a Named Storm has entered the Gulf of Mexico, binding or increasing coverage is not allowed without written approval from INSURICA.
5. This proposal is rescinded if the school solicits an alternate quote from another proposer subsequent to the date this proposal is received by the school.
6. Coverage begins at 12:01 am on the effective date and ends at 12:01 am on the expiration date.
7. Cyber coverage is subject to full receipt of cyber applications and subject to underwriting approval.

Multi-Year Coverage

1. This proposal includes multi-year coverage terms as specified in the PCAT Multi-Year Interlocal Addendum.

Automobiles

1. Automobile Liability coverage does not extend to 15 Passenger Vans "while transporting students."
2. A contracted school bus driver who is not a district employee is not considered a covered Member.

Annual Adjustments

1. Contributions are adjusted annually based on updated exposures for Property and Contents, Automobiles and Average Daily Attendance.
2. Contributions may be adjusted annually per the PCAT Multi-Year Interlocal Addendum.

Proposal Contingencies (the following must be received prior to binding)

1. Signed coverage applications.

Cost Summary

	Exposures		Cost
Property	Building	$67,263,411	$ 324,711
	Contents	$ 12,103,670	
	Total	$ 79,367,081	
Equipment Breakdown	TIV	$ 79,367,081	$ 4,204
Cyber Loss & Liability	ADA	757	$ 5,932
	Employees	163	
General Liability & Employee Benefits Liability	ADA	757	$ 1,599
	Employees	163	
Educator's Legal Liability	ADA	757	$ 6,830
	Employees	163	
Automobile Liability	Power Units	32	$ 18,111
	Trailers	0	
Auto Physical Damage	Cost New	$1,568,848	$ 10,302
	Units	32	

Annual Cost $ 371,689

Optional Property Quotes

Coverage	Provider	Deductible	Less Contribution
Property Wind & Hail	PCAT	3% per building, $500,000 minimum, per occurrence	$3,984

Value - Added Services

Operational Disaster Recovery	Priority Access to Power, Fuel, Mobile Offices & Satellite Connectivity	Included
Property Valuations	Annual Property Valuation Updates including campus diagrams & photos	Included
Driver Training	On-site Training Session + School Bus Driver Video Training Program	Included
Employee Training	Online Liability Training for School	Included
Facility Surveys	On-Site Facility Inspections	Included

Optional Auto Liability Quotes

	Limits	Deductible	Additional Cost
Uninsured/Underinsured Motorist			
Bodily Injury - per person	$ 30,000		
Bodily Injury - per accident	$ 60,000	$ 1,000	$ 1,547
Property Damage - per accident	$ 25,000		
Medical Payments			
Per Person	$ 2,500		
Per Accident	$ 25,000	$ 1,000	$ 1,221

Vehicle Coverage

Automobile Liability and/or Physical Damage coverage is provided for all vehicles shown on the attached schedule. If changes to your schedule need to be made, advise your PCAT Representative before the beginning of the Participation Period. Adjustments to the schedule will be made and an Amended Auto Coverage Form will be issued. **Any vehicle owned prior to the Participation Period but not on the schedule may not be covered.**

Newly Acquired Vehicles

Vehicles obtained after the beginning of the Participation Period are automatically covered for the same limits and deductibles as other like-type vehicles. However, if the number of vehicles added exceed 5% of the total number of covered vehicles, then an additional Contribution as determined will be due for the pro-rated coverage period.

PCAT Summary of Coverage Changes

September 1, 2024

As part of the continuous improvement process, periodic reviews of coverage documents are conducted to provide the best products to our members. Property Casualty Alliance of Texas (PCAT) is implementing the following coverage changes for all renewals taking effect on or after September 1, 2024.

This is a summary of changes only, please carefully review the coverage documents in their entirety.

Building and Personal Property Coverage

- Under section III. Inland Maring Coverages, the following changes have been made:

  G. Personal Property in Transit, Section 2 has been deleted. (pp. 10)

  H. Property Off-Premises, Section 2.b. has been deleted. (pp. 10)

- Under section V. Covered Causes of Loss, the following changes have been made:

  A. Exclusions

  1.k. Cosmetic Loss or Damage to Metal Rooftop Material Caused by wind or Hail has been changed to Roof dents to Roof Covering and Rooftop Components Caused by Wind or Hail.

  (3) This exclusion does not apply to a non-metal panel Roof Covering when in our sole discretion we determine the Roof Dents will result in a failure of the Roof Covering to perform its intended function to keep out water and moisture for the remainder of its anticipated useful service life. (pp. 15)

  1.m. Pre-Existing Damage exclusion has been added.
  We will not pay for Loss that occurred prior to the coverage period shown in the Coverage Summary. This exclusion applies regardless of whether any Damages from such Loss were apparent at the inception of the coverage period. (pp. 15)

- Under the Deductibles section, Section I. has been changed to Percentage Deductible and reads as follows:

  I. Percentage Deductible

  A. Per Building Deductible. The deductible applies separately to Loss to Buildings and Loss to Personal Property and applies separately to each Building that sustains Loss.
  1. The deductible for Loss to a Building is calculated by multiplying the per building percentage by the value of the Building as shown on the most recent Statement of Property Values on file with PCAT.
  2. The deductible for Loss to Personal Property is calculated by multiplying the per building percentage by the value of the Personal Property as shown on the Statement of Property Values on file with PCAT.

B. Per Location Deductible. The deductible applies separately to Loss to Buildings and Loss to Personal Property and applies separately to each location based on the address as shown on the Statement of Property Values on file with PCAT that sustains Loss.
1. The applicable deductible for Loss to a Building is calculated by multiplying the per location percentage by the values of all Buildings as shown on the Statement of Property Values on file with PCAT at the Loss location.
2. The applicable deductible for Loss to Personal Property is calculated by multiplying the per location percentage by the value of all Personal Property as shown on the Statement of Property Values on file with PCAT at the Loss location.

C. If a Building is not listed on the Statement of Property Values on file with PCAT and qualifies under the Additional Property Coverage Newly Acquired or Constructed Buildings – 180 days and/or Personal Property at Newly Acquired or Constructed Buildings – 180 days Coverages:
1. The deductible for the Loss is the highest percentage shown in the Statement of Property Values on file with PCAT for any Building if the applicable coverage has a per Building deductible or per location if the applicable coverage has a deductible per location. (pp. 21-22)

- Under the Commercial Property Conditions section, the following changes have been made:

K. **Valuation**

Number 2. has been changed to:
The member must advise us in writing as soon as practicable but in no event no later than 180 days from the date of Loss of their intent to either:
a. Repair or replace the damaged Covered Property; or
b. Receive payment for the Actual Cash Value of the damaged Covered Property. Absent a timely written election, the parties agree that the Member has elected to **Actual Cash Value.** (pp.28)

Number 3 has been added:
If the Member elects to repair or replace the Covered Property, we will make contemporaneous payments, subject to the limitations of this Coverage Agreement, on a schedule agreed upon by the Member and us, subject to reasonable proof that the work necessary to repair or replace the **Covered Property** has been completed. (pp.28)

P**. Roof Covering**

The underlined wording has been added:
Roof Covering to be Actual Cash Value if originally installed or last fully replaced more than 10 years from the date of loss. <u>The Member bears the burden of proving the age of the Roof Covering.</u> (pp.27)

- Under the Definitions section, the following changes have been made:

E. **Cosmetic Loss or Damage** has been deleted.

G. **Damage** has been added.
Damage means physical harm to Covered Property that has substantially reduced or eliminated the Covered Property's ability to function for its intended purpose. (pp. 34)

H. **Direct Physical Loss (Loss)** has been added.
Direct Physical Loss (Loss) means sudden, unanticipated, and unforeseen Damage directly resulting from an Occurrence. (pp. 34)

V. **Metal Rooftop Material** has been deleted.

GG. **Rooftop Component** has been added.
Rooftop Component means flashing, vent caps, trim, drip edge, HVAC equipment, vents, piping, and other items on the surface of the roof. (pp.37)

HH. **Roof Covering** has been added.
Roof Covering means the roofing system surface material and all insulation directly below the surface material. (pp.37)

JJ. **Roof Dents** has been added.
Roof Dents means changes in physical condition caused by wind or hail that alter the physical appearance of the Roof Covering or Rooftop Component but does not allow the immediate penetration of water or moisture through the Roof Covering or Rooftop Component. Roof Dents includes without limitation, spatter/splatter marks, blemishes, dents, dings, dimples, chips, marring, pitting, scratches, gouges, grooves, or other similar changes in physical condition, including any associated loss of adhesion at the Roof Dents location to the Roof Covering or Rooftop Component. (pp.37)

Flood Coverage

- Under section IV. Exclusions, the following changes have been made:

C. **Pre-Existing Damage** has been added.
C. Pre-Existing Damage. We will not pay for Loss that occurred prior to the coverage period shown in the Coverage Summary. This exclusion applies regardless of whether any Damages from such Loss were apparent at the inception of the coverage period. (pp. 4)

- Under Commercial Property Conditions section, the following changes have been made:

B. **Appraisal** has been deleted.

L. **Valuation** has been added.
Valuation
1. We will determine the value of Covered Property in the event of Loss at the cost to replace the lost or damaged property with new property:
   a. Of comparable kind and quality;

b. On the same premises (regardless of where the rebuilding actually occurs) or another location; and
c. Intended for the same occupancy or use; or
d. At your option:
A less costly building that is functionally equivalent to the damaged building; or
The most closely equivalent personal property available; without deduction for depreciation, unless otherwise shown in the Coverage Summary.

But if the damaged or destroyed property is not repaired or replaced, we will not pay more than its Actual Cash Value at the time of Loss. PCAT will only pay replacement cost if the repairs or replacements are made as soon as reasonably possible after the Loss, but in no event will PCAT pay on a replacement cost basis for property not repaired or replaced within two years of the date of loss, unless an extension is granted during such two year period, in writing, by PCAT.

2. The member must advise us in writing as soon as practicable but in no event no later than 180 days from the date of Loss of their intent to either:
a. Repair or replace the damaged Covered Property; or
b. Receive payment for the Actual Cash Value of the damaged Covered Property.
Absent a timely written election, the parties agree that the Member has elected to Actual Cash Value.

3. If the Member elects to repair or replace the Covered Property, we will make contemporaneous payments, subject to the limitations of this Coverage Agreement, on a schedule agreed upon by the Member and us, subject to reasonable proof that the work necessary to repair or replace the Covered Property has been completed. (pp. 6-7)

- Under the General Conditions section, the following changes have been made:

N. **No Transfer of Interests** has been added.
No Transfer of Interests

We will pay for Loss to Covered Property caused by or resulting from a Covered Cause of Loss, subject to the terms and conditions in this document, your Contribution and Coverage Summary and the PCAT INTERLOCAL AGREEMENT AND BYLAWS. You agree that you shall not transfer any interest, payments, control or claims you might have for or in connection with Loss to Covered Property to any third party, including, but not limited to, litigation finance companies, attorneys, banks, adjusters, architects, engineers, or contractors. Any action by you that grants or attempts to grant to any third party any interest, payments, control or claims you might have for or in connection with Loss to Covered Property to any third party, including, but not limited to, your entry into a contingent fee contract, will immediately suspend our obligation to make any payment to you for otherwise covered Loss to Covered Property. Our payment obligation shall not be restored unless and until you provide evidence reasonably satisfactory to us that your transfer or attempt to transfer any interest, payments, control or claims you might have for or in connection with Loss to Covered Property to any third party has effectively been terminated. (pp.10)

- Under the Definitions section, the following changes have been made:

H. **Damage** has been added.
Damage means physical harm to Covered Property that has substantially reduced or eliminated the Covered Property's ability to function for its intended purpose. (pp. 11)

Equipment Breakdown Coverage

- Under Section B. Exclusions number 1. k. **Cyber Event** was added:

k. Cyber Event
Cyber Event means a hostile, illegal or transgressive act committed through electronic systems. This includes, but is not limited to, hacking, a denial of service attack or the deployment of malware. However, this does not include any such act committed as an act of war, whether or not officially declared. (pp. 7)

Workers' Compensation

Insurance Company: Claims Administrative Services, Inc.
Policy Term: 9/1/2024 to 9/1/2025

Coverage	Limits
Employer's Liability – Each Accident	$1,000,000
Employer's Liability – Disease (Policy Limit)	$1,000,000
Employer's Liability – Disease (Each Employee)	$1,000,000

Coverage is not automatic in all states. Please notify us immediately if you begin operations in another state.

Workers' Compensation Schedule of Exposures - State: TX

Estimated Payroll	
2023 Expiring Annual Payroll	**2024 Estimated Annual Payroll**
$8,441,292	$7,907,135

USI Disclosures

Direct Bill DISCLOSURE: The Insurance Company operates independently for the financing of your insurance premium. Your agreement to finance this premium is directly with the insurance company and not USI Insurance Services.

If payment is not received by the due date, the insurance company could cancel your insurance policy(s) for non-payment of premium. The insurance company has the right to honor the cancellation date and **NOT** offer reinstatement or rewrite the insurance coverage.

We are not in a position to make monthly reminders or verify that your payment was received. Please take the necessary action to avoid possible cancellation of your insurance policy(s) which you are paying directly to the insurance company.

Reviewing Client Contracts DISCLOSURE: As a service to our clients, upon their request, USI will review those portions of your contract regarding the insurance and indemnity requirements as they relate to your insurance program and provide comments and/or recommendations based upon such review. This service should not be taken as legal advice and it does not replace the need for review by the insured's own legal counsel.

Information Concerning Our Fees: As a licensed insurance producer, USI is authorized to confer with or advise our clients and prospective clients concerning substantive benefits, terms or conditions of insurance contracts, to sell insurance and to obtain insurance coverages for our clients. Our compensation for placement of insurance coverage, unless otherwise specifically negotiated and agreed to with our client, is customarily based on commission calculated as a percentage of the premium collected by the insurer and is paid to us by the insurer. We may also receive from insurers and insurance intermediaries (which may include USI affiliated companies) additional compensation (monetary and non-monetary) based in whole or in part on the insurance contract we sell, which is contingent on volume of business and/or profitability of insurance contracts we supply to them and/or other factors pursuant to agreements we may have with them relating to all or part of the business we place with those insurers or through those intermediaries. Some of these agreements with insurers and/or intermediaries include financial incentives for USI to grow its business or otherwise strengthen the distribution relationship with the insurer or intermediary. Such agreements may be in effect with one or more of the insurers with whom your insurance is placed, or with the insurance intermediary we use to place your insurance. You may obtain information about the nature and source of such compensation expected to be received by us, and, if applicable, compensation expected to be received on any alternative quotes pertinent to your placement upon your request.

USI Privacy Notice

Our Privacy Promise to You

USI provides this notice to you, our customer, so that you will know what we will do with the personal information, personal financial and health information (collectively referred to as the "protected information") that we may receive from you directly or receive from your health care provider or receive from another source that you have authorized to send us your protected information. We at USI are concerned about your privacy and assure you that we will do what is required of us to safeguard your protected information.

What types of information will we be collecting?

USI collects information from you required both for our business and pursuant to regulatory requirements. Without it, we cannot provide our products and services for you. We will be collected protected information about you from:

- Applications or other forms, such as name, address, Social Security number, assets and income, employment status and dependent information;
- Your transactions with us or your transactions with others, such as account activity, payment history, and products and services purchased;
- Consumer reporting agencies, such as credit relationships and credit history. These agencies may retain their reports and share them with others who use their services;
- Other individuals, businesses and agencies, such as medical and demographic information; and
- Visitors to our websites, such as information from on-line forms, site visitorship data and on-line information collection devices, commonly called "cookies."

What will we do with your protected information?

The information USI gathers is shared within our company to help us maximize the services we can provide to our customers. We will only disclose your protected information as is necessary for us to provide the insurance products and services you expect from us. USI does not sell your protected information to third parties, nor does it sell or share customer lists.

We may also disclose all of the information described above to third parties with which we contract for services. In addition, we may disclose your protected information to medical care institutions or medical professionals, insurance regulatory authorities, law enforcement or other government authorities, or to affiliated or nonaffiliated third parties as is reasonably necessary to conduct our business or as otherwise permitted by law.

Our Security Procedures

At USI, we have put in place the highest measures to ensure the security and confidentiality of customer information. We will handle the protected information we receive by restricting access to the protected information about you to those employees and agents of ours who need to know that information to provide you with our products or services or to otherwise conduct our business, including actuarial or research studies. Our computer database has multiple levels of security to protect against threats or hazards to the integrity of customer records, and to protect against unauthorized access to records that may harm or inconvenience our customers. We maintain physical, electronic, and procedural safeguards that comply with federal and state regulations to safeguard all of your protected information.

Our Legal Use of Information

We retain the right to use ideas, concepts, know-how, or techniques contained in any nonpublic personal information you provide to us for our own purposes, including developing and marketing products and services.

Your Right to Review Your Records

You have the right to review the protected information about you relating to any insurance or annuity product issued by us that we could reasonably locate and retrieve. You may also request that we correct, amend or delete any inaccurate information by writing to us at the above address.

A.M. Best JUA and Unrated Notification - PCAT

The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with Texas Political Subdivisions JSIF is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with Texas Political Subdivisions JSIF.

Please sign below and return to us to acknowledge your agreement to placement with Texas Political Subdivisions JSIF.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

AGREED TO:

Tornillo Independent School District

_____
(Title – Must be Corporate Officer)

By: _____ Date: _____

A.M. Best JUA and Unrated Notification - CAS

The events of 2001 have brought many changes and challenges to the international insurance market. These changes in the market have affected the ability of all brokers to locate insurance coverage at a scope and cost of insurance placed in prior years. In addition, insurance carriers have suffered significant losses that may jeopardize their financial stability.

As a matter of policy, USI endeavors to obtain quotations and indications from insurance companies who meet or exceed the USI minimum guidelines for A.M. Best Ratings of companies. Due to the current insurance market conditions, USI has increased its minimum standard for insurers to A-. A.M. Best's current rating scale is attached.

USI bases its guidelines upon ratings issued by A.M. Best company ("Best"). Best is a recognized publisher of information concerning insurer financial conditions. It rates insurers based on many factors, including financial stability. An insurance company's financial condition, can of course, affect its ability to pay claims.

You are insured with CAS. However, CAS is not rated by Best. We are providing you with this information so you can make an informed buying decision as to whether you wish to place your coverage with State Fund.

Please sign below and return to us to acknowledge your agreement to placement with CAS.

If you would prefer to explore possible placement with another carrier, please contact our office immediately. Please be advised that another carrier may have more restrictive terms, increased premium, increased deductibles or other terms not present with your current carrier.

AGREED TO:

Tornillo Independent School District

_____
(Title – Must be Corporate Officer)

By: _____ Date: _____

Insurance Carrier Ratings

As a service to our clients, USI is furnishing an assessment by a financial rating service of the insurance companies included in our proposal. We are including the legends used by this service.

All ratings are subject to periodic review, therefore, it is important to obtain updated ratings from each service. Should you desire further information concerning the financial statements of any of the insurance companies being proposed, so that you can make your own assessment of the financial strength of the companies being offered, it is available from USI at your request.

USI has made no attempt to determine independently the financial capacity of the insurance companies that we are including in our proposal as we believe the nationally recognized services are better equipped to comment.

A. M. BEST RATINGS

A++ & A+	Superior	**D**	Poor
A & A-	Excellent	**E**	Under Regulatory Supervision
B++ & B+	Good	**F**	In Liquidation
B & B-	Fair	**S**	Rating Suspended
C++ & C+	Marginal	**NR**	Not Rated

FINANCIAL SIZE CATEGORY
(In $ Thousands)

Class I	Less than		1,000
Class II	1,000	to	2,000
Class III	2,000	to	5,000
Class IV	5,000	to	10,000
Class V	10,000	to	25,000
Class VI	25,000	to	50,000
Class VII	50,000	to	100,000
Class VIII	100,000	to	250,000
Class IX	250,000	to	500,000
Class X	500,000	to	750,000
Class XI	750,000	to	1,000,000
Class XII	1,000,000	to	1,250,000
Class XIII	1,250,000	to	1,500,000
Class XIV	1,500,000	to	2,000,000
Class XV	2,000,000	to	or greater

RATING "NOT ASSIGNED" CLASSIFICATIONS

NR-1 Insufficient Data
NR-2 Insufficient Size and/or Operating Experience
NR-3 Rating Procedure Inapplicable
NR-4 Company Request
NR-5 Not Formally Followed

InsurLink Client Portal

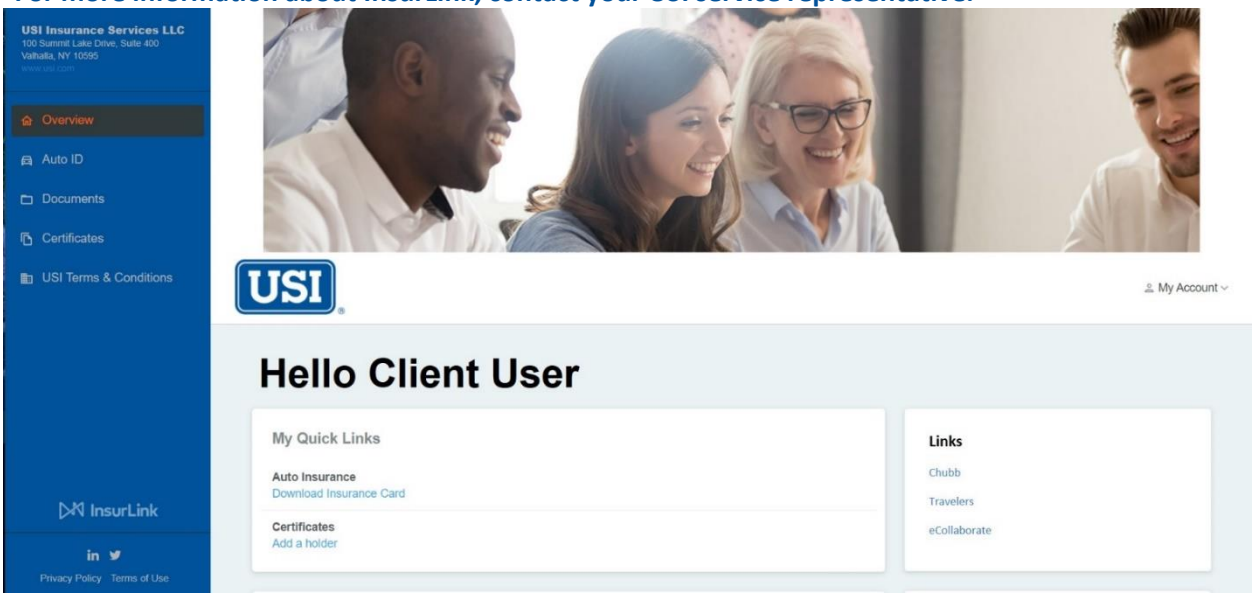
InsurLink, USI's secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

InsurLink enables you to manage your program online in seamless collaboration with your USI service team 24 hours a day, 7 days a week.

With our user-friendly, intuitive software you can:

- View and reprint Certificates of Insurance.
- Generate and issue Certificates of Insurance quickly and accurately.
- Reprint and replace Auto ID cards.*
- View policies, endorsements and other key documents.
- Share documents with your USI service team

For more information about InsurLink, contact your USI service representative.



Get our mobile app for Android or Apple and access your InsurLink client portal on the go!

Limitations in NY and NJ

CertVault℠ for Certificate Delivery

USI utilizes CertVault℠, a cloud-based system for storage and secure delivery of certificates of insurance to your certificate holders.

Benefits of CertVault℠

- ✓ Supports USI's go-green initiative by eliminating printed and mailed certificates.
- ✓ Provides faster delivery than standard printing and mailing.
- ✓ Reduces your contact with Holders by providing them with self-service access to obtain issued certificates.
- ✓ Provides USI with a reliable reporting mechanism to identify Holders that have taken delivery of certificates, as well as Holders that have not retrieved their issued certificates. *(This data can be used to facilitate a review of the Holder list prior to renewal).*
- ✓ Protects your information by delivering your certificates securely with Blockchain Technology to ensure authenticity.

Certificate Delivery Process for Holders

When USI issues a certificate for one of your Holders, they are sent a CertVault℠ registration letter via email or regular mail.

After registration is completed, the Holder representative can view only their certificate on the CertVault℠ platform.

Client Copies of Certificates

You will continue to receive copies of certificates issued on your behalf via the method requested (email or regular mail).

For More Information

If you have any questions, please contact your USI Account Management Team.

For more information about CertVault℠, contact your USI service representative.

"Certvault℠" is a service mark of Patra Corporation

Client Authorization to Bind

Important Information - Coverage cannot be bound when severe weather is threatening regardless of the expiration date.

After careful consideration of your proposal dated August 02, 2024, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

PCAT Renewal Quote – P&C	☐	Please bind
CAS Renewal Quote – WC	☐	Please bind – Continue Current 3-Year Plan/Year 3
CAS Renewal Quote – WC	☐	Please bind – New 3-Year Plan/Year 1

Client Signature Date Signed

Tornillo Independent School District
TORNIIND

Tornillo ISD
Schedules

Property and Equipment Breakdown Schedule

Tornillo ISD

Member Name	Member Number	Building	Bldg #	Address	City	Zip Code	Const	Occ	# Story	YR Built	Roof Type	YR Roof Built	Sprinklered	Sq. Ft.	Cost/Sq. Ft.	%	Source	Building Value	Contents Value	Total Value
Tornillo ISD	071-908	Administration	1A	19200 Cobb Ave	Tornillo	79853	MNC	2100	1	1926	SPM			19,431	$ 193.25	20%		$ 3,755,027	$ 751,005	$ 4,506,032
Tornillo ISD	071-908	Neil Bldg	1B	19210 Cobb Ave	Tornillo	79853	MFR	2100	1	1969	SPM			14,073	$ 184.08	18%		$ 2,590,616	$ 466,311	$ 3,056,927
Tornillo ISD	071-908	IT Offices	1C	19190 Cobb Ave	Tornillo	79853	Frame	2100	1	1970	ASH			2,280	$ 177.35	40%		$ 404,357	$ 161,743	$ 566,100
Tornillo ISD	071-908	Tornillo High School	2A	430 D Oil Mill Rd	Tornillo	79853	MNC	6314	1	2010	SPM	2019	Yes	126,387	$ 223.59	20%		$ 28,259,322	$ 5,651,864	$ 33,911,186
Tornillo ISD	071-908	Stadium Field House	2B	430 D Oil Mill Rd	Tornillo	79853	MNC	6422	1		SPM			10,124	$ 200.22	15%		$ 2,027,075	$ 304,061	$ 2,331,136
Tornillo ISD	071-908	HS Portable (24 x 32)		430 D Oil Mill Rd	Tornillo	79853	Frame		1	2005				768	$ 75.00	20%		$ 57,600	$ 11,520	$ 69,120
Tornillo ISD	071-908	FB Home Bleachers (214' x 9 rows)		19210 Cobb Ave	Tornillo	79853												$ 160,500	$ -	$ 160,500
Tornillo ISD	071-908	Stadium Press Box (6 x 34)		19210 Cobb Ave	Tornillo	79853	NC		1					204	$ 150.00			$ 30,600	$ -	$ 30,600
Tornillo ISD	071-908	FB Visitor Bleachers (93' x 5 rows)		19210 Cobb Ave	Tornillo	79853			1	1969								$ 38,750	$ -	$ 38,750
Tornillo ISD	071-908	FB Scoreboard		19210 Cobb Ave	Tornillo	79853			1	1969								$ 25,000	$ -	$ 25,000
Tornillo ISD	071-908	FB Fencing		19210 Cobb Ave	Tornillo	79853			1	1969								$ 12,000	$ -	$ 12,000
Tornillo ISD	071-908	FB Artificial Turf Field		19210 Cobb Ave	Tornillo	79853												$ 700,000	$ -	$ 700,000
Tornillo ISD	071-908	8 Lane Synthetic Track		19210 Cobb Ave	Tornillo	79853												$ 190,000	$ -	$ 190,000
Tornillo ISD	071-908	Tennis Courts		19210 Cobb Ave	Tornillo	79853			1	1969								$ 20,000	$ -	$ 20,000
Tornillo ISD	071-908	FB Lights (4 poles, 36 lights)		19210 Cobb Ave	Tornillo	79853			1	1969								$ 196,000	$ -	$ 196,000
Tornillo ISD	071-908	Marquee		19210 Cobb Ave	Tornillo	79853			1	1969								$ 18,000	$ -	$ 18,000
Tornillo ISD	071-908	Softball Bleachers - Home (16' x 5 rows)		19210 Cobb Ave	Tornillo	79853												$ 5,333	$ -	$ 5,333
Tornillo ISD	071-908	Softball Bleachers - Visitors (19' x 5 rows)		19210 Cobb Ave	Tornillo	79853												$ 6,333	$ -	$ 6,333
Tornillo ISD	071-908	Softball Dugout & Storage - Home		19210 Cobb Ave	Tornillo	79853	JM		1					715	$ 30.00	5%		$ 21,450	$ 1,073	$ 22,523
Tornillo ISD	071-908	Softball Dugout & Storage - Visitors		19210 Cobb Ave	Tornillo	79853	JM		1					715	$ 30.00	5%		$ 21,450	$ 1,073	$ 22,523
Tornillo ISD	071-908	Softball Scoreboard		19210 Cobb Ave	Tornillo	79853												$ 5,000	$ -	$ 5,000
Tornillo ISD	071-908	Baseball Bleachers - Home (23' x 3 rows)		300 Oil Mill Rd	Tornillo	79853				2005								$ 4,600	$ -	$ 4,600
Tornillo ISD	071-908	Baseball Bleachers - Visitors (22' x 4 rows)		300 Oil Mill Rd	Tornillo	79853				2005								$ 5,867	$ -	$ 5,867
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM		1	2005				304	$ 30.00			$ 9,120	$ -	$ 9,120
Tornillo ISD	071-908	Baseball Dugout - Visitors (8 x 38)		300 Oil Mill Rd	Tornillo	79853	JM		1	2005				304	$ 30.00			$ 9,120	$ -	$ 9,120
Tornillo ISD	071-908	Baseball Scoreboard		300 Oil Mill Rd	Tornillo	79853												$ 20,000	$ -	$ 20,000
Tornillo ISD	071-908	Junior High School	3A	300 Oil Mill Rd	Tornillo	79853	MNC	6310	1	1997	SPM	2019		43,240	$ 209.62	18%		$ 9,063,847	$ 1,631,492	$ 10,695,339
Tornillo ISD	071-908	Intermediate School	3B	420 A Oil Mill Rd	Tornillo	79853	MNC	6300	1	2001	SPM	2019		28,000	$ 203.40	16%		$ 5,695,194	$ 911,231	$ 6,606,425
Tornillo ISD	071-908	Jr High / Intermediate Gym	3C	420 B Oil Mill Rd	Tornillo	79853	MNC	6330	1	2002	SPM			14,845	$ 210.46	15%		$ 3,124,315	$ 468,647	$ 3,592,962
Tornillo ISD	071-908	Maintenance-Transportation	3D	420 C Oil Mill Rd	Tornillo	79853	NC	7175	1	2002	STL			6,724	$ 127.62	25%		$ 858,085	$ 214,521	$ 1,072,606
Tornillo ISD	071-908	Transportation Canopy		420 A Oil Mill Rd	Tornillo	79853	NC		1					7,176	$ 30.00			$ 215,280	$ -	$ 215,280
Tornillo ISD	071-908	Elementary	4A	19200 Gaby St	Tornillo	79853	MNC	6300	1	1992	SPM	2019		35,285	$ 198.77	16%		$ 7,013,720	$ 1,122,195	$ 8,135,915
Tornillo ISD	071-908	Multi Purpose / Elementary Gym	4B	19200 Cobb Ave	Tornillo	79853	MNC	6330	1	1994	STL			13,450	$ 174.29	15%		$ 2,344,250	$ 351,638	$ 2,695,888
Tornillo ISD	071-908	Communication Towers (2)		300 Oil Mill Rd	Tornillo	79853												$ 10,000	$ -	$ 10,000
Tornillo ISD	071-908	Intermediate Portable A (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
Tornillo ISD	071-908	Intermediate Portable B (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
Tornillo ISD	071-908	Intermediate Portable C (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
Tornillo ISD	071-908	Intermediate Portable D (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
Tornillo ISD	071-908	Intermediate Portable E (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
Tornillo ISD	071-908	Intermediate Portable F (24 x 32)		420 A Oil Mill Rd	Tornillo	79853	Frame		1	2002				768	$ 75.00	16%		$ 57,600	$ 9,216	$ 66,816
																	Totals	$ 67,263,411	$ 12,103,670	$ 79,367,081

The values on this schedule are estimates only and do not represent actual replacement costs.

Roof Types and Occupancy Codes are based off the predominant type/code for each building.

Signature _____ Date _____

Field Date: 04-12-2021
Updated: 02-20-2024

Vehicle Schedule

Tornillo ISD

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	1	2005	Blue Bird	Bus	1FDXE45P45HA94076	618200	$ 46,840	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	2	2005	Blue Bird	Bus	1FDXE45P65HA94077	618300	$ 46,840	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	3	2005	Blue Bird	Bus	1FDXE45P85HA94078	618300	$ 59,460	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	4	2006	Blue Bird	Bus	1BAKBCKAX6F237914	618300	$ 81,750	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	5	2010	Blue Bird	Bus	1BAKGCPA7AF268654	618300	$ 84,000	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	6	2015	Blue Bird	Bus	1BAKGCBA6FF305174	618300	$ 99,400	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	7	2015	Blue Bird	Bus	1BAKGCBA8FF305175	618300	$ 99,400	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	8	2016	Blue Bird	Bus	1BAKBCPA8GF324172	618300	$ 99,795	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	9	2021	Thomas	Bus	4UZABRFBXMCMK7407	618300	$ 99,521	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	10	2021	Thomas	Bus	4UZABRFB1MCMK7408	618300	$ 99,521	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	11	2021	Thomas	Bus	1T7Y84G20M1176401	618300	$ 186,095	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	12	2021	Blue Bird	Bus	1BABNB6A7MF373460	618300	$ 182,000	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	13	2002	Chevrolet	PU	1GCG24R0YR199441	014990	$ 10,000	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	14	2003	Nissan	PU	1N6DD26T73C454636	014990	$ 13,638	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	15	2003	Nissan	PU	1N6DD26T93C454234	014990	$ 13,638	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	16	2006	Ford	PU	1FTNE24W96HB02974	014990	$ 17,041	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	17	2008	Ford	PU	1FTNF20508ED57589	014990	$ 18,694	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	18	2008	Ford	PU	1FTNS24W88DA95454	014990	$ 17,697	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-909	19	2022	Chevrolet	PU	1GCHSBEA6N1153400	014990	$ 21,190	$ 1,000	$ 1,000	Facilities
Tornillo ISD	071-908	20	2003	Dodge	PU	3D7KU28603G736508	014990	$ 10,000	$ 1,000	$ 1,000	Security
Tornillo ISD	071-909	21	2022	Chevrolet	PU	1GCHSBEA3N1153399	014990	$ 21,190	$ 1,000	$ 1,000	Security
Tornillo ISD	071-909	22	2022	Chevrolet	PU	1GCHSBEA1N1153403	014990	$ 21,190	$ 1,000	$ 1,000	Security
Tornillo ISD	071-908	23	2002	Nissan	PU	1N6DD26S22C355180	014990	$ 14,798	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	24	2019	Nissan	PU	1N6BD0CT2KN712872	014990	$ 24,736	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	25	2019	Nissan	PU	1N6BD0CT4KN705034	014990	$ 24,736	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	26	2007	Chevrolet	SED	2G1WS55R479373608	739800	$ 10,000	$ 1,000	$ 1,000	Security
Tornillo ISD	071-908	27	2014	Ford	SED	1FADP3E29EL401048	739800	$ 15,648	$ 1,000	$ 1,000	Security
Tornillo ISD	071-908	28	2004	Nissan	SUV	5NLBV28U24N3L0569	739800	$ 24,722	$ 1,000	$ 1,000	Facilities

Vehicle Schedule

Member Name	Member Number	Vehicle Number	Year	Make	Model	Vin Number	Class	Cost New	Comp Deductible	Collision Deductible	District Unit Number
Tornillo ISD	071-908	29	2015	Ford	VAN	NMOL56E73F1214092	014990	$ 21,417	$ 1,000	$ 1,000	Food Service
Tornillo ISD	071-908	30	2020	Chevy	VAN	1GAZGNFPXL1268050	014990	$ 28,935	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	31	2020	Chevy	VAN	1GAZGNFP9L1267620	014990	$ 28,935	$ 1,000	$ 1,000	Transportation
Tornillo ISD	071-908	32	2012	Honda	VAN	5FNRL5H20BB065064 TX	014990	$ 26,021	$ 1,000	$ 1,000	Transportation

Signature _____ Date _____

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Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

Texas Educational Insurance Association

Workers' Compensation

Plan Year 2024-2025 Renewal Addendum – Part 2 of 2

Plan Sponsor: Tornillo ISD

3 Year of a 3 Year Contract

Renewal Based on Estimated Payroll of $7,907,135

Option 1: Select New 3-Year Plan and Lock in the District's Guaranteed Cost Rate for Three Years!

❑ Begin New 3 Year Plan/Year 1*	
❑ **Guaranteed Cost** Payment in Full ***Due on 9/1 of each year***	❑ **Guaranteed Cost** Quarterly Payments of *40%, 20%, 20%, 20%* ***Due on 9/1, 12/1, 3/1, and 6/1 of each year***
❑ **Guaranteed Cost: $55,247**	

*The Plan Sponsor agrees to extend the term of this agreement for an additional three (3) years, which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amounts. ***Please ensure you are not under any obligation to other carriers prior to extending a multi-year option.***

Option 2: Select to Continue Current Plan Subject to Change at End of Contract Term.

❑ Continue Current 3 Year Plan/ Year 3rd**	
❑ **Guaranteed Cost** Payment in Full ***Due on 9/1 of each year***	❑ **Guaranteed Cost** Quarterly Payments of *40%, 20%, 20%, 20%* ***Due on 9/1, 12/1, 3/1, and 6/1 of each year***
❑ **Guaranteed Cost: $55,247**	

**The Plan Sponsor agrees this agreement continues for one (1) more year(s), which must be completed before an exit option is available. The Plan Sponsor further acknowledges that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amounts.

❑ Draft our W/C fund bank account on due date – Plan Sponsor authorizes payment by draft on the due date for any and all billings. Plan Supervisor will provide copy of draft invoice prior to due date.
Should the District not choose the draft payment method, initial invoice will be issued prior to 8/1/24, payable on 9/1/24. Quarterly invoices will be emailed to Plan Sponsor prior to and payable on due dates listed above.

Certification of Authority to Execute

I represent that I am expressly and duly authorized by **Tornillo ISD** to execute this agreement and legally bind my employer as set forth in this agreement. I acknowledge that **Tornillo ISD** wishes to continue the agreement as previously approved by the Board of Trustees, the governing body of **Tornillo ISD**. As the designated employee of **Tornillo ISD**, I am exercising the authority conveyed by the Board of Trustees to extend the term of this agreement for an additional three years ____ or continuing current plan ____ which must be completed before an exit option is available. I further acknowledge that this agreement guarantees only the Guaranteed Cost Rate and does not guarantee the Guaranteed Cost Amount. It is understood that Guaranteed Cost amount is subject to change each year of the agreement based on the actual payrolls of **Tornillo ISD**. Effective start date of this plan addendum is September 1, 2024.

_____/_____/2024 Date | _____ Signature (Board Designated Employee for the District) | _____/_____ Title

Please Select a Plan Option and return signed Renewal Addendum to CAS by 7/31/2024.

CAS-Claims Administrative Services, Inc.

Phone: 903.509.8484
Toll Free: 800.765.2412

501 Shelley Drive
P.O. Box 7500
Tyler, TX 75701

Fax: 903.509.1888
www.cas-services.com

Claims Administrative Services, Inc.

Our reputation for excellence is no accident.™

Texas Educational Insurance Association

Workers' Compensation

Plan Year 2024-2025 Renewal Addendum – Part 1 of 2

Plan Sponsor: TORNILLO ISD

3 Year of a 3 Year Contract

Renewal Based on Estimated Payroll of $7,907,135

GUARANTEED COST $55,247

Guaranteed Cost Includes: **Claims Administration, Record Keeping, Safety and Loss Control, Excess Insurance, plus...**

Initial contact with claimant	Setting IME appointments	Communication with doctor
Initial contact with insured	Administering benefits timely	Visits by Adjuster
Initial contact with doctor	Annual Reports	Recorded statements
Faxes	Check stock & issuing checks	Filing state forms
Regular Meetings with client	Subrogation Management	Answering WC legal questions
Photographs	Reports	Supervisor review of claims
Telephone	Litigation Management	Travel expenses
Monitoring medical treatment	Communication with employee	Review of claims with clients
Airfare, except extraordinary	Mileage, except extraordinary	Excess Carrier Reporting
Loss Runs	Express mail, except extraordinary	EDI requirements for Ins Carrier
Filing of 1099's	Obtain Records, except extraordinary	

.....CAS Service Guarantee, and much more.....

Guaranteed Cost Includes: **Incurred Claims, Claims Expense Allowance, Allocated Claims Expenses, and Cost Containment**

Allocated Expenses:	Cost associated with bank account or its maintenance
Attorney fees	Extraordinary travel expenses incurred by CAS
Medical opinions	Cost associated with Occupational Rehabilitation
Independent Medical Examination	Pre-authorization or Utilization
Peer Review	Court costs
Subrogation Recovery (Percent of Recovery)	Specialty Bill Review
Medical Bill Negotiations	Medical Case Management
Cost of surveillance	Interest paid as result of Litigation
Witness travel expense	Cost for obtaining and copying of public or medical records
Witness fees	Cost for photography, preparation of maps, diagrams or physical analysis
Cost for property damage appraisal fees	Cost of employing experts' testimony

Cost Containment:

CAS does provide cost containment services for our clients. Cost containment services are allocated to the claim and billed at the following rates. Field Case Management, $90 per hour + mileage; Telephonic Case Management, $90 per hour; Rehabilitation/Vocational Case Management, $90 per hour + mileage; Pre-Authorization, $150 flat rate per request; Specialty Bill Review 25% of savings; Medical Bill Negotiations 25% of savings; Pharmacy Network, 9% of savings; Ancillary Services, 9% of savings; Medical Necessity Review, $125 Coordination fee + cost; Subrogation, no charge if done in-house or at cost if a complicated case that would be better represented by an attorney; Investigation Services, $35 for initial database research/$84 per hour for surveillance, In-house attorney representation at hearings $75.00 per hour, Section 111 reporting query is at no charge; $10.00 per submission.

CAS has a proven record in reducing claims cost. CAS adjusters aggressively work with the injured employee and doctors to get the employee back to work and close their file. CAS works closely with their clients to establish a long-term partnership.

Tornillo Independent School District

District Improvement Plan

2024-2025

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Mission Statement

Tornillo ISD's mission is to empower our learning community to live their purpose by honoring values and beliefs for a holistic postsecondary journey.

Vision

Believe we can succed; with pride we will achieve!

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Comprehensive Needs Assessment

Demographics

Demographics Summary

Tornillo, Texas is located on State Highway 20 and the Southern Pacific Railroad thirty-five miles south of El Paso in southeastern El Paso County. The Rio Grande boundary with Mexico runs two miles to the south, and Interstate Highway 10 is two miles to the north. The Tornillo school system was established in 1924 and has been an independent district since 1960. The Tornillo Independent School district resides in a rural area that primarily serves Hispanic families of low socioeconomic status. Its proximity to the US/Mexico international border, makes it a culture-rich district.

Administration, faculty, and staff are committed to excellence in all programs to improve student outcomes and enhance the school experience for all students. The school district is comprised of 3 schools: Tornillo High School (grades 9th-12th), Tornillo Junior High School (grades 6th-8th), Tornillo Intermediate School (Grades PreK-5th).

Enrollment by Campus:

Tornillo High School - 283

Tornillo Jr. High School - 103

Tornillo Intermediate School - 376

Student Demographics *(As of 10/29/2021)*

With regards to student demographics for the 2023 - 2024 School Year, of its 762 students, 391 students are male and 371 are female.

The information below provides additional insight into the makeup of students within the district. Departments and the programs that they oversee utilize their respective resources in order to address the needs of these populations.

STUDENT RACE / ETHNICITY	Count	% Enroll
Hispanic / Latino	761	99.87%
American Indian / Alaskan Native	0	0.00%
Asian	0	0.00%
Black / African American	0	0.00%
Native Hawaiian / Pacific Islander	0	0.00%
White	1	0.13%
Two - or - More	0	0.00%
Total	889	100.00%

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(Information below is based on 2023-2024 Fall PEIMS Snapshot)

	STUDENTS BY PROGRAM	Count	% Enroll
	Emergent Bilingual	496	65.09%
	Immigrant	7	.92%
	Economic Disadvantage	706	92.65%
	Military Connected	1	.13%
	Foster Care	0	0%
	Title I	762	100%
	Dyslexia	17	2.23%
	Homeless	20	2.62%
	At - Risk	597	78.35%
	Special Education	93	12.22%

Employee Demographics *(As of 10/29/2023)*

Tornillo ISD has a total of 173 employees of which 121 are females and 52 are males. Of Tornillo ISD's 160 employees, 58 are teachers. The information below provides additional insight into the makeup of all employees within the district.

EMPLOYEE RACE / ETHNICITY	Count	%
Hispanic / Latino	157	97.10%
American Indian / Alaskan Native	0	0.00%
Asian	0	0.00%
Black / African American	0	0.00%
Native Hawaiian / Pacific Islander	0	0.00%
White	3	2.90%
Two - or - More	0	0.00%
Total	173	100.00%

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TEACHER STATISTICS	Count	%
5 or less years of teaching experience	25.5	38.50%
6 or more years of teaching experience	40.8	61.50%
Possess a Master's Degree	16	23.88%
Possess a Doctoral Degree	2	2.90%

Demographics Strengths

- Small learning community that allows for close relationships between students, teachers, administrators, and board members.
- High staff and student morale
- Our teacher population and student population are similar in terms of ethnicity (Hispanic majority)
- Leveled funding for tutoring services for all students in need of academic support at all campuses
- High quality professional development for teachers in order to serve special populations
- Progressive technology programs to address students with different learning styles, traditional and online learning environments.
- Most teachers have been teaching for more than 10 years
- Tornillo staff is collaborative in their teaching approach
- Innovative K-5 and Secondary Scheduling

Problem Statements Identifying Demographics Needs

Problem Statement 1 (Prioritized): Average attendance across all grade levels is below 98% . **Root Cause:** Parent and student awareness and accountability lacks in regards to short and long term effects on student outcomes. Failure to follow attendance procedures at each of the campuses are affecting academic systems and student attendance.

Problem Statement 2 (Prioritized): Minimal completion of the criteria needed to exit the bilingual ESL program. **Root Cause:** Professional development, planning of ELP's and sheltered instruction lesson development, delivery, and progress monitoring to address language acquisition for ELL identified students has been identified as a high priority.

Problem Statement 3 (Prioritized): TISD is serving 7.20% in the Gifted and Talented Program which is below the Texas average of 7.9%. **Root Cause:** Parent/staff gifted and talented awareness of characteristics and referral are contributing to overall identification rates.

Problem Statement 4 (Prioritized): TISD is serving 0.90% in the Dyslexia Program which is below the estimated 20% population in the nation having dyslexia. **Root Cause:** Lack of response to intervention is contributing to overall low percent of students being served at TISD.

Problem Statement 5 (Prioritized): 8.55% is being served in Special Education, below the federal average of 14%. **Root Cause:** Lack of systems for early screening, response to intervention, assessment, and identification is contributing to overall low percent of students being served in Special Education in TISD.

Problem Statement 6: Every grade level 3rd to 8th scored below (from from 3 to 34 points) the region in Meets STAAR ELAR. **Root Cause:** Lack of classroom instruction protocols to maintain reading proficiency on grade level.

Problem Statement 7: Every grade level 3rd to 7th scored below (from 4 to 33 points) the region in Meets STAAR Math **Root Cause:** Lack of classroom instruction protocols to maintain math proficiency on grade level.

Problem Statement 8: 5th and 8th grades scored below 7 points the region in Meets STAAR Science **Root Cause:** Lack of classroom instruction protocols to maintain Science proficiency on grade level.

Problem Statement 9: 8th grade scored below 10 points the region in Meets STAAR Social Studies **Root Cause:** Lack of classroom instruction protocols to maintain Social Studies proficiency on grade level

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Student Learning

Student Learning Summary

For 2023-2024, Tornillo ISD projects a C letter grade in the state accountability rating with an overall 70%. In the Student Achievement Domain: Achievement was at a 69 score, senior completion rate was an overall 94.8 score, while our College, Career, and Military Readiness rating was a 90 score with an overall 77%. School Progress Domain was an 77%. The Academic Growth was at a 75% and the Relative Performance was at a 77%.

Tornillo District - C Rating

Tornillo High School - B Rating

Tornillo Jr. High School - B Rating

Tornillo Intermediate School - F Rating

(Axiom program from Eduphoria used to make these calculations/projections)

Student Learning Strengths

- College, Career and Military readiness is a high focus with steady gains in student enrollment and certification attainment each year
- Students meeting CCMR accountability criteria above regional data.
- Successful Acceleration for all grade levels through flexible scheduling
- 1:1 Technology Initiative: 100% of student body has a Technology Device
- PK-5th Dual Language One-Way Implementation
- K-2nd Grade Bilingual Students reading on level in native language and performing at the same level in second language
- Implementation of AVID
- Partnership with TEA for Blended Learning Grant
- Grant award for Strong Foundation implementation
- Grant award for Advanced Placement and Computer Science Principles
- Grant award for Technology
- Advisory period - SEL lessons are going well, and teachers/staff are making connections with students while building SEL skills/strengths.
- Students are responding well to the expectations set by the campus regarding dress code, behavior, attendance, and technology use.
- The mix of new and experienced faculty is adding to and strengthening the positive culture.

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Problem Statements Identifying Student Learning Needs

Problem Statement 1 (Prioritized): STAAR ELAR/Reading at the meets level for 3rd-12th grade averages at 25% **Root Cause:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating reading gaps affecting overall performance on on-level standards and state testing.

Problem Statement 2 (Prioritized): STAAR Math at the meets level for 3rd-12th grade averages at 20% **Root Cause:** Instructional rounds have yield a lack of K-12 grade

professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating math gaps affecting overall performance on on-level standards and state testing.

Problem Statement 3 (Prioritized): STAAR Science at the meets level for 3rd-12th grade averages at 28% **Root Cause:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating science gaps affecting overall performance on on-level standards and state testing.

Problem Statement 4 (Prioritized): STAAR Social Studies at the meets level for 3rd-12th grade averages at 27% **Root Cause:** Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating Social Studies gaps affecting overall performance on on-level standards and state testing.

Problem Statement 5 (Prioritized): The 3-12 TELPAS rate for students who progressed at least one proficiency level is 29%. Only 103 students out of 372. **Root Cause:** Instructional rounds and lesson reviews have yield a lack of K-12 ELPS and Sheltered Instruction Strategies across the content areas.

District Processes & Programs

District Processes & Programs Summary

Curriculum and Instruction

The Curriculum and Instruction design at TISD follows three research based frames: The Effective Schools Framework(Strong School Leadership and Planning, Effective, Well-supported teachers, positive school culture, high -quality curriculum, Effective Instruction), AVID (College and Career Readiness is the outcome of three critical components:Rigorous Academic Preparedness, Opportunity Knowledge, and Student Agency)and the RTI Model (Tier 1-All Students: Core Curriculum based on scientifically validated research, screening, and benchmark testing at least three times a year to determine instructional needs, and ongoing professional development. Tier 2-Limited & targeted support system for students who struggle to meet grade level performance standards: Evidence based, small-group instruction, and clearly articulated intervention implemented w/ fidelity. Tier 3-Intense intervention and remediation: remediation of existing problems and prevention of more severe problems or the devleopment of secondary concerns as a result of persistent problems).

Bilingual/ESL

TISD adopted the bilingual model of Dual Language/One Way/50-50 from PK-5th Grade. The model includes delivering instruction in the students' native language in with the purpose of building a strong foundation in literacy and academic skills that will transfer into gradually in to English until it reaches a level of instruction with equal amounts of times for each language. TISD implements an ESL model in grades 6th-12th grade. The ESL model continues to build the strenght by providing Sheltered Instruction strategies in all cantent areas. Constant and meaningful oportunities to practice all four domains of the second language are offered. Also, targeted support is provided to Els at various stags of language development.

Gifted and Talented

The Tornillo ISD’s goal for K-12 G/T students is to ensure that services are comprehensive, structured, sequenced, and appropriately challenging, including options in the four foundation curricular areas, arts, leadership, and creativity as outlined in TEC 29.121 and the Texas State Plan for the Education of Gifted/Talented Students.

Title I, Part A

Tornillo ISD campuses operates under a schoolwide program model. Under the schoolwide program model, students will be provided programs and/or services that: provide opportunities for all students to meet challenging state academics standards; use methods and instructional strategies that strengthen the academic program in the school, increasae the amount and qulity of leanring time, and help provide an enriched and accelerated curriculum, which may include programs, activities, and courses necessary to provide a well- 387 rounded education; and address the needs of all students, but particulary those at risk of not meeting challenging state academic standards. Title I funds provide supplemental support to the following programs: Parent and Family Engagement, Foster Care Education Program, Homeless Education Program, and Private and Non-Profit Schools. Outreach to all parents and families is conducted to connect families and community members to student learning and create a welcoming and inviting culture at all campuses.

Title I, Part C

The Migrant Education Program (MEP) assists identified migrant students overcome the challenges of mobility, cultural and language barriers, social isolation, and other difficulties associated with a migratory lifestyle. It supports high-quality and comprehensive educational programs for migratory children to help reduce the educational disruptions and other problems that result from repeated moves. TISD works in collaboration with Region 19 to effectively run the program and provide all necessary services.

Special Education

The purpose of the Special Education Department is to provide supports to students with disabilities to maximize the potential of each and every student in the least restrictive environment appropriate. Each student’s IEPs, accommodations, and modifications are calculated for success. The ultimate goal of the program for students is to excel academically,

socially, and behaviorally. Success will mean different things for different students. For some it will mean post-secondary education, and for others it will be learning a vocation. For some students, it will be maintaining their quality of life. The department of Special Education oversees the implementation of a dyslexia program to identify and serve students that display characteristics related to the condition. Students who are diagnosed with dyslexia and become eligible for the program must have a reading intervention program that is systematic, explicit, cumulative, teacher-directed, and multi-sensory.

Guidance and Counseling

The goal of the TISD counseling program is to provide the framework to foster the growth of all students in their educational, career, personal, emotional, and social development. The conceptual framework is developed through the four school counseling program service delivery components of Guidance Curriculum, Individual Planning, Responsive Service, and System Support.

Career and Technical Education

CTE career clusters offer coherent sequences established in the programs of study. The POS provide students with comprehensible and rigorous content in a career path of their choosing. CTE content is aligned with challenging academic standards and applicable technical knowledge and skills needed to prepare for post-secondary education and/or careers in high demand and/or high wage professions. Through CTE students are afforded the opportunity to attain industry-based certification, as prescribed by TEA. Preparation and guidance must begin in Pre-K and continue up through high school graduation.

State Compensatory Education

State Compensatory Education (SCE) is defined in law as programs and/or services designed to supplement the regular education program for students identified as at-risk of dropping out of school (TEC 29.081). Its purpose is to increase the academic achievement and reduce the drop-out rate of these identified students, while its goal is to provide direct instruction to close the achievement gap between children at risk of dropping out of school and their peers. To meet this goal, the Tornillo Independent School District uses student performance data to design and implement appropriate compensatory, intensive, or accelerated instructional services that enable them to be performing at grade level at the conclusion of the school year.

Disciplinary Alternative Education Program (DAEP)/HOPE

The Disciplinary Alternative Education Program (DAEP) provides a positive, highly structured and disciplined educational setting for at risk students. The DAEP/HOPE Academy serves high school and middle school students in one facility.

Summer/Intersessions Intervention Programs

Summer/intersessions intervention programs exist as yet another service for at-risk students. Each campus receives a state compensatory education allotment to serve the needs of their at-risk student population. Campuses utilize these funds to purchase supplemental materials and resources and provide intersession/tutoring sessions to help raise the academic achievement levels of their at-risk population. These programs provide supplemental instructional support for students identified as at-risk based on low performance in core areas. Tutoring may focus on either academic standards or state assessment preparation.

Fine Arts Department

TISD Music program design is to ensure proper music education to all students participating in K-12 grade. Secondary students participating in drumline, choir, and guitar. Our next steps are for students to participate in concert, marching band, and colorguard. Students will be challenged by learning musical instruments and perorming for the community and their school. The program will also allow student to participate in many different music competitions.

Library & Instructional Media Program

The design of TISD Library and Instructional Media Program is the same as the Texas School Libraries, in that libraries within our district are essential interactive collaborative leanring environments, ever evolving to provide equitable physical and virtual access to ideas, information, and learning tools for the entire school community. The six components

on the core values implemented are: Information Literacy, Inquiry, Reading, Digital Learning, Safe and Nurturing Environment and Leadership.

Technology

The Technology Services department provides innovative tools that enhance teaching and student learning, effective and streamlined solutions for all educational and support staff and fosters technologies that promotes community and parental educational involvement.

Truancy & Chronic Absenteeism

TISD's mission is to partner between our schools, parents and the community to improve student attendance while advancing academic success and ensure all students graduate from high school prepared for a post-secondary pathway. Tornillo ISD's goal for PK-12th grade students is to increase attendance at or above a yearly attendance rate of 98% and decrease chronic absenteeism. A newly hired Attendance Officer will be leading the efforts to keep students in school everyday.

Physical Education Program

TISD's physical education design is to ensure proper physical education which includes opportunities for the students to grow in their physical, mental, and social fitness and wellness. Students will be presented opportunities to particpate in many activities and lessons to challenge and continue thei rprogress towards teh three goals and further their knowledge of physical fitness and the different training methods that go into building the appropriate fitness programs and goals.

Early Childhood Literacy and Math Program

The following is HB3 criteria that must be met by all Texas schools; teacher and principal in grades K-3 must attend reading academies by 2021-2022; requires schools in grades K-3rd to certify that they are providing a phonics curriculum using systematic direct instruction; are prioritizing and placing highly-effective teachers in K-2; the campus has integrated reading instruments to support Pre-K to grade 3 students; and is using the state recommended assessment in grades PK-2nd grade.

District Processes & Programs Strengths

Curriculum and Instruction

The implementation of Instructional Rounds, the Effective Schools Framework, Blended Learning, HS AVID, and the RTI model has yield a focused approach to attain the goals set by the Lone Star Governance Board of Trustees, Staff, and Community by providing immediate instructional feedback to administrators and teachers about instructional practices and how to deliver an effective multi-layered prevention and/or intervention supports in academics, behavior and attendance by directly working with teachers through a push-in model and professional development. Through ongoing professional learning, educators provide learning experiences where every students is challenged, engaged, and develops ownership of their learning.

Bilingual/ESL

TISD Dual Language education program is a full-time program of dual-language instruction on grades PreK-5 that provides for learning skills in the primary language of the students enrolled in the program and for carefully structured and sequenced mastery of English language skills until reaching a 50/50 instruction time allocation. The Dual Language program is designed to consider the students' learning experiences and incorporates the cultural aspects of the students' backgrounds. The English as a Second Language program (ESL) is implemented in grade 6-12. The ESL program offers support through ESL certified teachers to make input comprehensible while providing plenty of opportunities to acquire the second language.

Gifted and Talented Program (GT)

G/T students in TISD will be provided the opportunity to work with other gifted/talented student during the school (In-Class Support) day in the foundational areas; math, science, English language arts, reading, and social studies, as well as with non G/T students and independently. G/T students will also be served in the area by which they qualified through modifications/differentiated lessons in the four foundational areas and specialty areas.

Title I, Part A

All three campuses in TISD are Title I school wide. The school-wide program is designed to upgrade the entire educational program in each of the campuses. Through the Title I, Part A Program the district continues to provide campuses with the resources needed to support our economically disadvantaged students. Data shows that the district continues to make gains in closing the achievement gaps for many of our economically disadvantaged students.

Title I, Part C

The Migrant department offers a wide number of services to parent and students. Parents are invited to workshops to learn how to improve their families quality of life. In conjunction with Region 19, TISD keeps constant communication with teachers of migrant students to know about their academic achievement and to learn the areas of support in which she can intervene. Migrant students receive materials and resources to help them fulfill their needs. They also have the opportunity to attend Summer Camps and field trips during the school year.

Special Education

An Inclusion model is implemented across TISD to allow special education educators to collaborate with core teachers. Inclusion teaching allows for more intense and individualized instruction in the general education setting increasing access to the general education curriculum. Students have an opportunity to increase their understanding and respect for students with special needs. Students with special needs have a greater opportunity for continuity of instruction as the teachers benefit from the professional support and exchange of teaching practices as they work collaboratively. Inclusive teaching involves two or more certified professionals committed to share instructional responsibility for a single group of students primarily in a single classroom specific of content or objectives with mutual ownership, pooled resources and joint accountability.

Guidance and Counseling

Delivery of school counseling program services are organized through sequenced age-appropriate activities designed to impact students' development through the curricular content areas of Intrapersonal Effectiveness, Interpersonal Effectiveness, Postsecondary Education, and Career Readiness and Personal Health and Safety that align with program foundations and domains.

Career and Technical Education Strengths

CTE is an intricate piece of every student's four-year plan. Students are immersed into various career through lecture, hands-on lab work and field experience from Pre-K through twelfth grade.

State Compensatory Education Strengths

To ensure at-risk students are receiving a meaningful and effective program, TISD funds numerous supplemental programs and personnel in an effort to provide accelerated instructional services for students at risk of dropping out of school. Coaches, Communities in Schools (CIS) coordinators, reading/ESL and lab teachers, Compensatory Education Home-bound Instruction Teacher, instructional aides and library aides. SCE funded personnel participate in professional development that are both related and beneficial to the state compensatory education program and the students served. Professional development is not only key but essential for the delivery of instructional services for at-risk students. In addition to funding positions, programs, and/or activities that are supplemental to the basic instructional program funded through SCE dollars. Due to increased accountability, systems are in place to document the various SCE supplemental programs and or services that are undertaken by the district. Furthermore, additional academic support has been provided to students through the implementation of after/before school tutoring and Saturday school tutoring; such programs also provide teachers and students with materials, supplies and snacks.

Disciplinary Alternative Education Program (DAEP)/HOPE

Academic interventions, are vital to supporting at-risk students, and must be documented per state guidelines. TISD is starting to make it possible for teachers to document the different methods by which they support their Tier III at-risk students online in Eduphoria. To further ensure students are being provided with interventions, campus administrators At-risk indicators are used in an effort to provide the students with a compensatory education program that will address the identified student needs. An At-Risk Coordinator has been added to help guide our campuses on the continuation of services and supports for our at risk population.

Early Childhood Literacy and Math Program

- District partnered and scheduled with Region 19 for teachers to complete all Reading Academy Training
- Phonics Instruction- Dual Language Kinder-2nd Grade use of Amplify.
- K-2 Reading program is Amplify K-2. PreK Reading Program is Teaching Strategies.
- K-2 Math program is Eureka
- PreK-2 use IXL Math
- K-2 Tech component is Boost
- Ample Professional Development for the implementation of Amplify and Eureka

Problem Statements Identifying District Processes & Programs Needs

Problem Statement 1 (Prioritized): Implementation of Response to Intervention System is in the development and implementation level of compliance. **Root Cause:** RTI process has not solidified due to lack of consistency and follow up.

Problem Statement 2: Instructional rounds have yield a misalignment of high engagement practices. **Root Cause:** Lack of access to challenging coursework for all students that prepares them for college and career readiness and restricts access to meaningful learning opportunities.

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Perceptions

Perceptions Summary

Climate Surveys: Tornillo ISD conducts an annual climate survey for Parents, Staff, and Students to determine the overall perception of each of our stakeholders in the following areas: School Safety & Safe Learning Environments, Academics, and Access to Different Opportunities.

The following Climate Survey results can be found at https://www.tisd.us/Page/1390

- Parent Survey 2023-2024
- Staff Survey 2023-2024
- Student Survey 2023-2024

Engagement: Structured and planned monthly events such as The Evening w/Superintendent, Coffee w/Principal held at each campus, parent district trainings, and campus sponsored family nights are planned for the whole year.

Well-Rounded Students: Resources and funding have been allocated to provide PK-12 extra-curricular programs and activities based on parent and student feedback for the 2020-2021 school year.

Perceptions Strengths

- The climate survey for the 2023-2024 school year yield positive results two areas: parent involvement opportunities and resources to make positive contributions to student outcomes.
- Each campus and department developed an action plan that addressed a strength and area of needs improvement that will be implemented for the 2024-2025.
- There has been great success in community, parent, and student attendance in each of the district sponsored events such as The Evening w/Superintendent, Coffee w/Principal held at each campus, and campus sponsored family nights.
- A significant grant -Stronger Connections- was secured to improve the Social Emotional learning of the students

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Problem Statements Identifying Perceptions Needs

Problem Statement 1 (Prioritized): Community, Parent, and Family Engagement:- Community, Parents and families are not actively engaged in all facets of their child's education. **Root Cause:** Community, Parent Planned Activities need to be structured to address the different ways that the community, parents, families can help their children at home to be successful at school, to include awareness on the multitude of resources provided by the district to support them.

Problem Statement 2 (Prioritized): Limited number of parents completed the annual climate survey at each campus. **Root Cause:** District and campuses need to develop and execute different ways to reach out to community, family, and parents in effort to capture a true representation of the parental component climate survey.

Problem Statement 3: At the High School campus, about 35% of students and staff think the interactions between peers and adults are respectful **Root Cause:** District and campuses have not stress the importance of being respectful with one another.

Problem Statement 4: At the Junior High campus, about 50% of students and staff think the interactions between peers and adults are respectful **Root Cause:** District and campuses have not stress the importance of being respectful with one another.

Priority Problem Statements

Problem Statement 1: TISD is serving 0.90% in the Dyslexia Program which is below the estimated 20% population in the nation having dyslexia.

Root Cause 1: Lack of response to intervention is contributing to overall low percent of students being served at TISD.

Problem Statement 1 Areas: Demographics

Problem Statement 2: Average attendance across all grade levels is below 98% .

Root Cause 2: Parent and student awareness and accountability lacks in regards to short and long term effects on student outcomes. Failure to follow attendance procedures at each of the campuses are affecting academic systems and student attendance.

Problem Statement 2 Areas: Demographics

Problem Statement 3: Minimal completion of the criteria needed to exit the bilingual ESL program.

Root Cause 3: Professional development, planning of ELP's and sheltered instruction lesson development, delivery, and progress monitoring to address language acquisition for ELL identified students has been identified as a high priority.

Problem Statement 3 Areas: Demographics

Problem Statement 4: TISD is serving 7.20% in the Gifted and Talented Program which is below the Texas average of 7.9%.

Root Cause 4: Parent/staff gifted and talented awareness of characteristics and referral are contributing to overall identification rates.

Problem Statement 4 Areas: Demographics

Problem Statement 5: STAAR ELAR/Reading at the meets level for 3rd-12th grade averages at 25%

Root Cause 5: Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating reading gaps affecting overall performance on on-level standards and state testing.

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Problem Statement 5 Areas: Student Learning

Problem Statement 6: 8.55% is being served in Special Education, below the federal average of 14%.

Root Cause 6: Lack of systems for early screening, response to intervention, assessment, and identification is contributing to overall low percent of students being served in Special Education in TISD.

Problem Statement 6 Areas: Demographics

Problem Statement 7: STAAR Math at the meets level for 3rd-12th grade averages at 20%

Root Cause 7: Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating math gaps affecting overall performance on on-level standards and state testing.

Problem Statement 7 Areas: Student Learning

Problem Statement 8: STAAR Science at the meets level for 3rd-12th grade averages at 28%

Root Cause 8: Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating science gaps affecting overall performance on on-level standards and state testing.

Problem Statement 8 Areas: Student Learning

Problem Statement 9: STAAR Social Studies at the meets level for 3rd-12th grade averages at 27%

Root Cause 9: Instructional rounds have yield a lack of K-12 grade professional development, effective lesson planning, effective delivery of Tier 1 instruction is creating Social Studies gaps affecting overall performance on on-level standards and state testing.

Problem Statement 9 Areas: Student Learning

Problem Statement 10: The 3-12 TELPAS rate for students who progressed at least one proficiency level is 29%. Only 103 students out of 372.

Root Cause 10: Instructional rounds and lesson reviews have yield a lack of K-12 ELPS and Sheltered Instruction Strategies across the content areas.

Problem Statement 10 Areas: Student Learning

Problem Statement 11: Limited number of parents completed the annual climate survey at each campus.

Root Cause 11: District and campuses need to develop and execute different ways to reach out to community, family, and parents in effort to capture a true representation of the parental component climate survey.

Problem Statement 11 Areas: Perceptions

Problem Statement 12: Community, Parent, and Family Engagement:- Community, Parents and families are not actively engaged in all facets of their child's education.

Root Cause 12: Community, Parent Planned Activities need to be structured to address the different ways that the community, parents, families can help their children at home to be successful at school, to include awareness on the multitude of resources provided by the district to support them.

Problem Statement 12 Areas: Perceptions

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Problem Statement 13: Implementation of Response to Intervention System is in the development and implementation level of compliance.

Root Cause 13: RTI process has not solidified due to lack of consistency and follow up.

Problem Statement 13 Areas: District Processes & Programs

Comprehensive Needs Assessment Data Documentation

The following data were used to verify the comprehensive needs assessment analysis:

Improvement Planning Data

- District goals
- Campus goals
- HB3 Reading and math goals for PreK-3
- HB3 CCMR goals
- Campus/District improvement plans (current and prior years)
- State and federal planning requirements

Accountability Data

- Texas Academic Performance Report (TAPR) data
- Student Achievement Domain
- Student Progress Domain
- Closing the Gaps Domain
- Effective Schools Framework data
- Comprehensive, Targeted, and/or Additional Targeted Support Identification data
- RDA data

Student Data: Assessments

- State and federally required assessment information
- STAAR current and longitudinal results, including all versions
- STAAR End-of-Course current and longitudinal results, including all versions
- STAAR released test questions
- STAAR Emergent Bilingual (EB) progress measure data
- Advanced Placement (AP) and/or International Baccalaureate (IB) assessment data
- SAT and/or ACT assessment data
- PSAT
- Student failure and/or retention rates
- Observation Survey results
- Texas approved PreK - 2nd grade assessment data
- Texas approved Prekindergarten and Kindergarten assessment data

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Student Data: Student Groups

- Special education/non-special education population including discipline, progress and participation data
- Migrant/non-migrant population including performance, progress, discipline, attendance and mobility data
- At-risk/non-at-risk population including performance, progress, discipline, attendance, and mobility data
- Emergent Bilingual (EB) /non-EB data, including academic achievement, progress, support and accommodation needs, race, ethnicity, gender etc.
- Career and Technical Education (CTE) Programs of Study data including completer, concentrator, explorer, participant, and non-participant achievements by race, ethnicity, gender, etc.

- Section 504 data
- Homeless data
- Gifted and talented data
- Dyslexia data
- Response to Intervention (RtI) student achievement data

Student Data: Behavior and Other Indicators

- Completion rates and/or graduation rates data
- Annual dropout rate data
- Attendance data
- Mobility rate, including longitudinal data
- Discipline records
- Violence and/or violence prevention records
- Tobacco, alcohol, and other drug-use data
- Student surveys and/or other feedback
- Class size averages by grade and subject
- School safety data
- Enrollment trends

Employee Data

- Professional learning communities (PLC) data
- Staff surveys and/or other feedback
- State certified and high quality staff data
- Campus department and/or faculty meeting discussions and data
- Professional development needs assessment data

Parent/Community Data

- Parent surveys and/or other feedback
- Parent engagement rate

Support Systems and Other Data

- Organizational structure data
- Processes and procedures for teaching and learning, including program implementation
- Communications data
- Budgets/entitlements and expenditures data
- Study of best practices

Goals

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 1: Third grade students to score Approaches or higher on STAAR will increase from 52% in 2024 to 92% in 2029
Fourth grade students to score Approaches or higher on STAAR will increase from 33% in 2024 to 73% in 2029
Fifth grade students to score Approaches or higher on STAAR will increase from 42% in 2024 to 82% in 2029
Sixth grade students to score Approaches or higher on STAAR will increase from 39% in 2024 to 79% in 2029
Seventh grade students to score Approaches or higher on STAAR will increase from 14% in 2024 to 54% in 2029
Eighth grade students to score Approaches or higher on STAAR will increase from 38% in 2024 to 78% in 2029
English 1 results will indicate a 5% increase from 35% in 2024 to 60% in 2029
English 2 results will indicate a 6% increase from 34% in 2024 to 64% in 2029

High Priority

HB3 Goal

Evaluation Data Sources: STAAR/EOC Scores

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, high quality instructional materials, and technology resources to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as MClass, Lexia, Nearpod, iXL, AVID, HQIM, and iTEKS resource system. Implementation will Improve reading levels, improve STAAR scores, decrease learning gap. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 199: PIC 11 Instructional, - 211 Title I, Part A Improving Basic Programs			397

0% No Progress 100% Accomplished Continue/Modify Discontinue

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 2: Third grade students to score Approaches or higher on STAAR will increase from 63% in 2024 to 90% in 2029
Fourth grade students to score Approaches or higher on STAAR will increase from 40% in 2024 to 80% in 2029
Fifth grade students to score Approaches or higher on STAAR will increase from 18% in 2024 to 58% in 2029
Sixth grade students to score Approaches or higher on STAAR will increase from 17% in 2024 to 57% in 2029
Seventh grade students to score Approaches or higher on STAAR will increase from 8% in 2024 to 48% in 2029
Eight grade students to score Approaches or higher on STAAR will increase from 57% in 2024 to 87% in 2029
Algebra 1 results will indicate a 8% increase from 24% in 2024 to 64% in 2029

High Priority

Evaluation Data Sources: STAAR/EOC Scores

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, high quality materials, technology resources, and professional development (local and out-of-town) to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as iXL, Carnergie, Nearpod, HQIM, Maneuvering the Middle, AVID, IFL, and iTEKS resource system. Implementation will improve STAAR scores, decrease learning gap. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist **Funding Sources:** - 199: PIC 11 Instructional, - 279: TCLAS, Decisions I, IV, V, VI VII, - 429: TCLAS DECISION II, IX, - 211 Title I, Part A Improving Basic Programs, - 282: ESSER III, TCLAS Decision XI, - 281: ESSER II, - 429: Blended Learning			

 No Progress Accomplished Continue/Modify Discontinue

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 3: Fifth Science results will indicate an increase in Approaches or higher from 17% in 2024 to 57% in 2029
Eight Science results will indicate an increase in Approaches or higher from 30% in 2024 to 70% in 2029
Biology results will indicate a 2.5% increase from 48% in 2024 to 60% in 2029

High Priority

Evaluation Data Sources: STAAR/EOC Results

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, materials, and technology, professional development resources to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as AVID, PLTW, Nearpod, Lead4ward, adoption materials, HQIM, maker spaces, and STEM Scopes. Implementation will improve STAAR scores, and decrease learning gap. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist **Funding Sources:** - 199: PIC 11 Instructional, - 282: ESSER III, TCLAS Decision XI, - 429: TCLAS DECISION II, IX, - 281: ESSER II, - 211 Title I, Part A Improving Basic Programs, - 282: ESSER III, TCLAS Decision XI			

No Progress Accomplished Continue/Modify Discontinue

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Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 4: Eight Social Studies results will indicate an increase in Approaches or higher from 16% in 2024 to 56% in 2029
US History results will indicate a 3% increase from 46% in 2024 to 60% in 2029

High Priority

Evaluation Data Sources: STAAR/EOC Results

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, high quality materials, and technology resources to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as AVID, Nearpod, Lead4ward, adoption materials, Exploros and Studies Weekly. Implementation will improve STAAR scores, and decrease learning gap. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 199: PIC 11 Instructional, - 211 Title I, Part A Improving Basic Programs, - 429: TCLAS DECISION II, IX			

No Progress

Accomplished

Continue/Modify

Discontinue

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 5: TISD will implement multiple Language Arts (reading and writing) initiatives to include requirements that adopt K-3 phonics curriculum and Reading Academies that uses systematic direct instruction, incorporate the use of integrated reading instruments, and prioritize the placement of highly effective teachers in K-3 as required by House Bill 3.
PreK students on grade level or above in CLI will increase from 60% in 2024 to 90% in 2029
Kinder students on grade level or above in mClass will increase from 85% in 2024 to 95% in 2029
First grade students on grade level or above in mClass will increase from 71% in 2024 to 91% in 2029
Second grade students on grade level or above in mClass will increase from 78% in 2024 to 98% in 2029

High Priority

HB3 Goal

Evaluation Data Sources: CLI and MClass reports

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, high quality materials and technology resources to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as AVID, MClass, Nearpod, HQIM, and iTEKS resource system. Implementation will Improve reading levels, and improve number of students that are at reading at grade level. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist			

Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Each classroom teacher and administrators in K-3 will be up to date with the teacher literacy achievement academy or complete modules. **Strategy's Expected Result/Impact:** Monitor and evaluate the implementation of the literacy achievement academy. Implementation will improve reading levels, decrease learning gap. Attendance Sign-In Sheets, Number of professional development attended, Walk-through of training implementation, Increase students reading at grade level **Staff Responsible for Monitoring:** Instructional support, Instructional specialist			

0% No Progress 100% Accomplished Continue/Modify Discontinue

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 6: TISD will implement a framework that supports students in K-3 Math and will improve the number of students performing at grade level.
PreK students on grade level or above in CLI will increase from 80% in 2024 to 95% in 2029
Kinder students on grade level or above in IXL will increase from 74% in 2024 to 94% in 2029
First grade students on grade level or above in IXL will increase from 42% in 2024 to 90% in 2029
Second grade students on grade level or above in IXL will increase from 53% in 2024 to 90% in 2029

High Priority

HB3 Goal

Evaluation Data Sources: IXL Results

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide teachers with research based programs, materials, and technology resources to support content acceleration. **Strategy's Expected Result/Impact:** Monitoring and evaluating programs such as AVID, Nearpod, iXL, HQIM, and iTEKS resource system. Implementation will decrease learning gap and improve the number of students performing at grade level. **Staff Responsible for Monitoring:** Instructional support, Instructional specialist			

 No Progress Accomplished Continue/Modify Discontinue

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Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 7: TISD will utilize and expect campuses to implement the Effective School Framework in Effort to Achieve the Student Outcome Goals Identified by the Needs Assessment.

High Priority

Evaluation Data Sources: Needs Assessment, TAPR Report, ESF Self-Assessment, LSG Goal Assessment & Development

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Effective, Well-Supported Teachers: -Strong school leadership (PD, coaching, technology for administrators as specified in lever 1 of ESF) -Provide campus with control over teacher hiring and placement -Provide incentives for the strongest teachers to work in the lowest-performing schools -Maintain Teacher Incentive Allotment Annual Subscription -Recruit adequate numbers of qualified candidates -Have timely, efficient, and responsive hiring processes. -High need schools will be fully staffed by July 1 -Provide structures, processes, and supports for induction and development - Provide an evaluation system that identifies low and high performers and allow for opportunities to remove low performing staff -Allow teachers, staff, and admin to attend district, local, regional, state, and national conferences for professional learning and certification opportunities. -Provide professional opportunities to staff and administrators on tiered instructional practices. -Staff Development for Professional Staff of the District [TEC 11.252(3)(F)], to include support personnel: provide on-going professional development, meals, transportation, travel, stipends, equipment, materials and resources to address all subjects and student populations. -Members of leadership team will have tools necessary to support HQIM **Strategy's Expected Result/Impact:** Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. Attendance Sign-In Sheets, Number of professional development attended, Walk-through of training implementation, Increase students reading at grade level. **Staff Responsible for Monitoring:** Superintendent and Principals **Funding Sources:** - 199 General Fund, - 199: PIC 11 Instructional, - 282: ESSER III, TCLAS Decision XI, - 211 Title I, Part A Improving Basic Programs, - 281: ESSER II, - 279: TCLAS, Decisions I, IV, V, VI VII, - 429: Blended Learning, - 255 Title II, Part A, TPTR, - 270 Title V, RLIS			403

Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Positive School Culture: -Provide data system to track pertinent school culture data -Provide campuses with Health Management Solution System -Provide campuses with access to external student support services. -Ensure that campus buildings are well maintained, ventilated, safe, and conducive to learning to include air purification, i-wave machines. -Promote positive school culture through positive recognitions, incentives, certificates, snacks for meetings, after school activities (PBIS, Coffee with the Principal). Recognition of students for behavior, attendance, & academics. -Promote college & career readiness through displays throughout the school such as banners, window coverings, and bulletin boards. -Celebrate and recognize all teachers and staff. - School facility improvements, such a multipurpose cafetorium, to support students health needs and offer a high quality indoor school facilities. **Strategy's Expected Result/Impact:** Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. TPESS, Instructional Rounds Campus Leader Feedback **Staff Responsible for Monitoring:** Superintendent, Campus administrators **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 199 General Fund, - 199: PIC 11 Instructional, - 199 General Fund, - 211 Title I, Part A Improving Basic Programs			

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: High-Quality Curriculum: -Provide the campus with standards-aligned guaranteed and viable curriculum and scope and sequence -Provide access to assessments aligned to the standards and the expected level of rigor -The calendar shall include days for school-bares professional development activities that align with the assessment calendar an allow for data driven reflection -Policy will support the effective use of standards aligned GVC and assessments. -Facilitates access to instructional resources and professional development -Provide teachers and admin access to curriculum, assessment, and data desegregation resources and materials. -Provide teachers with research based programs, high quality instructional materials, and technology resources to support content acceleration. **Strategy's Expected Result/Impact:** Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. TPESS, Instructional Rounds Campus Leader Feedback. Monitor and evaluate implementation of iTEKS resource system, Eduphoria, lead4ward, HQIM, and textbook adoption materials. Implementation will Improve reading levels, improve STAAR scores, decrease learning gap. **Staff Responsible for Monitoring:** Superintendent, & Campus Administrators **Funding Sources:** IXL - 282: ESSER III, TCLAS Decision XI, - 211 Title I, Part A Improving Basic Programs			404

Strategy 4 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 4: Effective Instruction: -Ensure access to high quality common formative assessment resources aligned to the state standard for all tested areas an PK-2 math reading -Ensure that school receive detailed reports with two instructional days. -Provide schools with access to student academic, behavioral, and on track to graduate data -Have effective systems for identifying and supporting struggling learners -Policies and practices will support effective instruction in schools -Provide professional opportunities to staff and administrators on tier 1 instructional practices. **Strategy's Expected Result/Impact:** Campus Instructional Leaders will have evidence of each of the essential actions, the development process, monitoring of implementation and outcomes. TPESS, Instructional Rounds Campus Leader Feedback and implementation of AVID's best practices Effective & data driven PLCs **Staff Responsible for Monitoring:** Superintendent and Principals **Funding Sources:** TSNAP - 279: TCLAS, Decisions I, IV, V, VI VII			

Strategy 5 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 5: Ensure teachers, staff, and classrooms have operational, office supplies and instructional materials needed for effective classroom instruction. **Strategy's Expected Result/Impact:** Instruction will not be affected by the lack of instructional materials inside and outside the classroom. **Staff Responsible for Monitoring:** Principals, Instructional Specialists **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 199: PIC 11 Instructional, - 199 General Fund, - 429: TCLAS DECISION II, IX			

 No Progress Accomplished Continue/Modify Discontinue

405

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 8: Tornillo ISD will implement Technology Blended Learning Grant to ensure that students are ready with 21st Century Technology Skills. This will been done through the use of blended learning environment (EX: wall space, furniture, bulletin boards), technology projects, creation and implementation of technology strategies in the classroom by students and teachers, professional development training, and purchasing of equipment to implement blended learning.

Evaluation Data Sources: Lesson Plans, Classroom Walkthroughs

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Tornillo ISD will become 21st Century Technology campuses through the use of student driven technology projects and creation and implementation of technology strategies in math, reading, science, social studies, and elective like classes. Students and teachers will be able to attend professional development training and purchasing of equipment for teachers and students that will help them implement 21st Century Skills in the classroom. Teachers will be able to attend professional development focusing on the 21st Century Learner strategies. EX: Blended Learning Environment, Staff, teacher, and community outreach. **Funding Sources:** - 211 Title I, Part A Improving Basic Programs, - 282: ESSER III, TCLAS Decision XI, - 429: TCLAS DECISION II, IX, - 429: Blended Learning			

 No Progress Accomplished Continue/Modify Discontinue

Goal 1: Tornillo ISD will ensure that the performance on all STAAR/ EOC subjects will be at the meets level by incrementally increasing at a rate of 6% per year from 35% in 2024 to 65% by 2029.

Performance Objective 9: Tornillo ISD will implement the Strong Foundations Implementation Grant, Option A and Option C to provide support for implementation of high-quality instructional materials in school year 2024-2025. This will be done through technical assistance from an approved TEA vendor(s), professional learning for teachers, instructional coaches, and district leaders, and purchasing of materials, supplies, and licenses to effectively implement the SF grant.

Evaluation Data Sources: Needs Assessment, TAPR Report, ESF Self-Assessment, LSG Goal Assessment & Development

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Tornillo ISD will implement reading and math High Quality Instructional Materials to allow students to engage more deeply and meaningfully with the Texas standards and support teachers in ensuring all students have access to High-quality, rigorous grade-level content. Administrators, coaches, teachers and staff will attend professional development and coaching to support the SF grant. Materials, supplies and licenses will help them implement this grant with fidelity. **Strategy's Expected Result/Impact:** Higher Math and Reading performance, STAAR results. End of unit testing. BOY, MOY, EOY testing. **Staff Responsible for Monitoring:** Grant coordinator, administrators, classroom teachers. **Funding Sources:** - 429:Strong Foundation Implementation. Opt. A and C			

 No Progress Accomplished Continue/Modify Discontinue

Goal 2: Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

Performance Objective 1: Tornillo ISD will expand its Academic Achievement indicators in the Closing the Gaps Domain, aiming to increase the number of eligible indicators from 1 in 2024 to 14 by 2029.

High Priority

Evaluation Data Sources: State & Federal Accountability Closing The Gaps Domain, LSG Quarterly Progress Measure, RTI, 4 Weeks Data PLC's

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Dyslexia [TEC 11.252(a)(3)(B)(iv)]: Provide staff training in screening, identification, program service delivery to include resources/materials to implement, accommodate, and accelerate learning. **Strategy's Expected Result/Impact:** Increase identification of dyslexic students in the district. Staff training. Increased student reading level through BOY, MOY, EOY test results. Program progress monitoring data sheets. **Staff Responsible for Monitoring:** Special Ed./504 District Coordinator, Compliance Officer, Instructional Specialists, Dyslexia provider teacher, Classroom teacher.			

Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Accelerated Education [TEC 11.252(c)(3)(H)]: Provide Title 1 (Instructional Specialists) flex master schedule and acceleration courses (Credit Recovery), to include resources/materials to supplement, support, and intervene with EOC/HB4545 and Tier II & III At-Risk Students in each special populations and programs. **Strategy's Expected Result/Impact:** Improved student outcomes every 9 weeks and state assessments, personnel schedules, student rosters, 4 weeks progress monitoring reports, individual learning plans reviewed by RTI, At-Risk Loads **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrator, and Special Ed./504 Coordinator, Counselors, Classroom teacher. **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 199:PIC 30 State Compensatory Education (SCE), - 199: PIC 11 Instructional			408

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: Integration of technology in instructional and administrative programs [TEC 11.252(a)(3)(D)]: Provide technology professional development, devices, and interactive instructional programs (licenses) to supplement tiered instruction in a blended learning format for At-Risk students and special programs (intervention: academics, linguistic, social & emotional, fine arts, physical education). **Strategy's Expected Result/Impact:** Improved LSG student outcomes on state and local assessments. Improved academic, linguistic, SEL as measured by mastery of TEKS, ELPS, CCRS lessons plans/informal assessments. Walk-throughs & Instructional Rounds. **Staff Responsible for Monitoring:** Technology Director, Instructional Specialists, Campus Administrators, Superintendent, Compliance Officer, Instructional Technology Specialist **Funding Sources:** Technology - 199: PIC 25 State Bilingual/ESL, - 282: ESSER III, TCLAS Decision XI, - 211 Title I, Part A Improving Basic Programs, - 429: TCLAS DECISION II, IX			

Strategy 4 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 4: Strategies for Recruiting & Retaining Highly Effective Teachers: Provide competitive stipends for Bilingual, Special Education, ELAR, Science, CTE, Math, Teacher Leads, Resident Mentor Teachers, New Teacher mentors, and Masters/Doctoral Degreed teachers. Provide staff opportunities/grants to attain higher ed. certifications/degrees and dual credit accreditation. **Strategy's Expected Result/Impact:** Teacher Retention & Recruitment yearly trends reports, number of teachers taking advantage of grants to attain certification and/or degrees, leadership roles within grade level/department, filling vacancies before the first day of school, number of specialized training. **Staff Responsible for Monitoring:** HR/Compliance Officer, CTE Coordinator.			

Strategy 5 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 5: Gifted and Talented HB3: G/T program design services will be implemented as outlined in TEC 29.121 & The Texas State Plan for G/T Students: -Identification -Professional Development & Certification -Curriculum & Instruction -Assessment -Parent/Community Involvement -Advisory Committee -Student field trips **Strategy's Expected Result/Impact:** Quarterly Progress Measure of G.T Design Plan Implementation, Agendas, Calendars, Number of referrals & Identified G/T students, Professional Development , Lesson Plans, Surveys, Projects, Flex Master Schedules **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, Sped/504 Coordinator, Tech. Director, G.T Coordinator **Funding Sources:** - 199: PIC 21 State Gifted & Talented			409

Strategy 6 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 6: Special Education Student Group: Provide, Support, Fund, & Implement the following to achieve successful student outcomes in special education in all Continuum of Services: -Professional Development (District, Local, State, & Out of State) for academic instruction, IEP, ARD's, 504's, Behavior, Autism and like disorders -Technology & Licences, Materials, Resources, Field Experiences/work, Field Trips -Early Identification -Acceleration -Enrichment -Testing Materials -Parent Engagement -Curriculum & Instruction to advance Tier II & III Sped. Students in grade level standards & state assessments. -Sanitation/Cleaning products -Motivational/Reward items to improve desired behavior or work production as per IEP **Strategy's Expected Result/Impact:** Agendas, Sign-in Sheets, Staffing Data, LSG Quarterly Performance as measured by campus & district benchmarks & State Assessments, Schedules: (Instructional Aides, Co-Teachers) & annual ARD progress reports, RTI, Quarterly Identification numbers, Lesson Plans, Walk-Throughs of student impact. Identification process **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, Sped/504 Coordinator, Tech. Director - **Results Driven Accountability** **Funding Sources:** - 199: PIC 23 State Special Education (Sp Ed)			

Strategy 7 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 7: Economically Disadvantaged Student Group- Provide/Fund Plan, & Intervene Early in the following areas: -Early Education, Full Day Pre-Kindergarten -Child Find Services -Academic & SEL Acceleration through RTI -Nutrition: NSLP & Food Pantry -AVID Enrollment and AVID Resources (student agendas/calendars, binders, highlighters, AVID Weekly, College & Career Ready) -Community Based Resources/Outreach: Health, Family- Texas Workforce Commission, WIC, DFPS, Child Care etc. -Title 1 District Parent Liaison **Strategy's Expected Result/Impact:** Agendas, Sign-in Sheets, PEIMS Quarterly Data, Head Start & Pre-Kindergarten Enrollment, CNS Quarterly Participation, FASFA Completion, Academic Progress Monitoring **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrators, Counselors, District Parent Liaison, PEIMS Specialist, Sped/504 Coordinator.			410

Strategy 8 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 8: At-Risk Students Identified by PEIMS: A. The student did not advance from one grade level to the next for one or more school years. B. The student is in grades seven to 12 and did not maintain an average equivalent to 70 on a scale of 100 in two or more subjects in the foundation curriculum during a semester in the preceding or current school year or is not maintaining such an average in two or more subjects in the foundation curriculum in the current semester. C. The student did not perform satisfactorily on a state assessment instrument and who has not, in the previous or current school year, performed on that instrument or another appropriate instrument at a level equal to at least 110 percent of the level of satisfactory performance on that instrument. D. The student is in pre-K, kindergarten, or grades one to three, and did not perform satisfactorily on a readiness test or assessment instrument administered during the current school year. E. The student is pregnant or is a parent. F. The student has been placed in a DAEP during the preceding or current school year. G. The student has been expelled during the preceding or current school year. H. The student is currently on parole, probation, deferred prosecution, or other conditional release. I. The student was previously reported through the (PEIMS) as having dropped out of school. J. Is an emergent bilingual student. K. The student in the custody or care of the Department of Family and Protective Services or has, during the current school year, been referred to the department by a school official, officer of the juvenile court, or law enforcement official. L. The student is homeless, M. The student resided in the preceding school year or resides in the current school year in a residential placement facility in a district. N. The student has been incarcerated or has a parent or guardian who has been incarcerated. O. Is enrolled in a school district or open-enrollment charter school, that is designated as a dropout recovery school under Section 39.0548. To receive Compensatory and Accelerated Instruction via an individual action plan to be in place during school, extended day/week/year learning, after school programs, enrichment activities and progress monitored. To pay salaries for employees that will help to improve instructional practice and student achievement. **Strategy's Expected Result/Impact:** RTI Progress Monitoring every 6 weeks, Accelerated Instruction Lesson Plans & Walk-Throughs, Local & State Assessment Progress Measured, Monthly Related Services, Home Visits, **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrator, PEIMS Officer, Counselors, Sped/504 Coordinator, Migrant Coordinator & Teachers **Funding Sources:** Salaries - 199:PIC 30 State Compensatory Education (SCE) - $657,000, Supplies and Materials - 199:PIC 30 State Compensatory Education (SCE) - $38,000			411

 No Progress Accomplished Continue/Modify Discontinue

Goal 2: Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

Performance Objective 2: By 2029, Tornillo ISD will achieve success in all 3 indicators within the Graduation Status component of the Closing the Gaps Domain.

Evaluation Data Sources: State & Federal Accountability Closing The Gaps Domain, LSG Quarterly Progress Measure, PEIMS Snapshot

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Provide and Implement the Following Student Attendance Prevention Measures: -Staff, Parent/Guardian, & Student Awareness on Impact on Student Outcomes, Texas Ed. Code & Texas Family Code -Monitoring Attendance Daily, Weekly & RTI/Attendance Committee Every 4 Weeks -Develop & Progress Monitor Individual Plans -Parent Communication -Home Visits -Find Leavers -Re-enroll drop outs -Provide academic acceleration -Provide opportunities to make up instructional time missed -Court Filing -Dropout prevention **Strategy's Expected Result/Impact:** Audit reviews of individual plans, Review Attendance Reports, Campus Action Plans falling below 97%, Sign in Sheets, Trainings, **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrators, PEIMS Specialist, Counselors, Parent Liaison, Campus Attendance/RTI Committees **Funding Sources:** - 211 Title I, Part A Improving Basic Programs, - 282: ESSER III, TCLAS Decision XI, - 199:PIC 30 State Compensatory Education (SCE), - 281: ESSER II, - 199 General Fund			412

Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Dropout reduction [TEC 11.255] Instructional methods for all student groups not achieving their full potential, [TEC 11.252(a)(3)(A)] & Student Retention: -Early Intervention & Accelerate Learning -National Elementary Honor Society (NEHS) -National Junior High Honor Society -Student Council -Mentoring Program -High Dosage and High Impact Tutoring -Intensify Differentiated Learning -Create a High Expectations & Achieving Learning Environment -Rich & Engaging Curriculum -Hire well-trained staff & provide continuous professional development -Collaborate & Communicate often with Parent -Distribute School Supplies during Open House **Strategy's Expected Result/Impact:** Audit reviews of individual plans, Campus Action Plans when failure rates are higher than 30% on core subjects, K-3 Progress Monitor BOY, MOY, EOY reading & math results 90% must be on level. STAAR/ EOC results must be at 60% Meets and 30% Masters, Sign in Sheets, Trainings, Mentoring Plans **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/RTI Committees, Sped/504 Coordinator **Funding Sources:** pic 30 - 211 Title I, Part A Improving Basic Programs, National Honor Society, Student Council Materials and Supplies - 199 General Fund - 199 PIC 31			

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: Provide supplemental funding for Fine Arts, Sports UIL, Academic UIL, Physical Education, and Enrichment, Library Services, School Wide Reading Programs, After School Programs (via programs, extra duty pay, staff/student travel, field trips,, wear and tear/damages to equipment, general supplies, and summer camps, Awards, particpation fees, technology for performances and community events, Increase Reading Culture Incentives), Extended Learning Days and Professional Development to support a well-rounded students and bridging this access towards college and avenues of higher learning and the community. **Strategy's Expected Result/Impact:** Supplemental Materials/resources purchased for program, implementation of programs, awards, attendance rosters, professional development attended, technology to run service programs. **Staff Responsible for Monitoring:** Compliance Officer, Campus Administrators, Specialty Coordinators **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 281: ESSER II - $2,500, - 211 Title I, Part A Improving Basic Programs, - 181 Extra Curricular Activities, - 199 General Fund, - 199: PIC 11 Instructional, - 281: ESSER II, - 255 Title II, Part A, TPTR			413

Strategy 4 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 4: HOPE- DAEP services will be provided as specified in [TAC 19 103.1201(b)]. -Trained Staff (health & emergency situations, behavior management, safety procedures that focus on positive & proactive behavior management) -Academics: Individual Student Learning Plan -Social Skills: Social/Emotional Program, Problem Solving, Conflict Resolution, Anger Management, Diversity, Dating Violence -Procedures to report abuse, neglect, or exploitation -Transition procedures & plans -Provide access to HOPE during instructional time -Access/utilize golf cart to transfer instructional material and provide HOPE visits Placement Prevention Strategies: -Restorative Practices -PBIS/SEL Program -Mentoring Program -Home & School Partnership -Counseling Sessions -Drug & Tobacco Prevention -Anger Management -Student Code of Conduct Awareness -Safety workshops/ training's & Awareness **Strategy's Expected Result/Impact:** Student Attendance & Grade Records, pre- and post- assessment results, drop out rates, graduation rates, transition plans, training/workshop agendas/sign-in sheets, **Staff Responsible for Monitoring:** Compliance Officer, District Academic Coordinator, PEIMS Coordinator, Campus Administrators **Funding Sources:** Tires for HOPE golf cart - 199: PIC 28 DAEP			

Strategy 5 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 5: Provide services in the areas of informational literacy, inquiry, reading, digital learning, safe and nurturing environment, and leadership (TAC 33.021). Funding to library for general maintenance of library materials and library equipment. Funding to promote Reading Culture at the campus and community. **Strategy's Expected Result/Impact:** Certified librarians and trained paraprofessionals will provide access to equitable resources and activities in various formats as tied to college, career, curriculum state standards and community. **Staff Responsible for Monitoring:** Librarians, campus administrators, librarian aides, and instructional coaches. **Funding Sources:** Book of the Month Reading Books - 282: ESSER III, TCLAS Decision XI, Book of the Month Reading Books - 281: ESSER II, Materials to run library instruction (carts, shelves, place markers, etc.) - 199: PIC 11 Instructional			

Strategy 6 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 6: Tornillo will provide a safe, inclusive, and supportive learning environment and address and respond to bullying, violence, and acts of hate. Provide support to students to address mental, behavioral, emotional, and physical health, and wellness needs, to include resources/materials, and training. Staff, Parent/Guardian, & Student Awareness on Impact on Student Outcomes, Texas Ed. Code & Texas Family Code. -Monitoring Attendance Daily, Weekly & RTI/Attendance Committee Every 4 Weeks -Develop & Progress Monitor Individual Plans -Parent Communication -Home Visits -Mentoring Program -Attendance Small Groups -Attendance incentives **Staff Responsible for Monitoring:** Compliance Officer, Attendance Officer, Program Coordinator, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/Stronger Connections Advisory Teams **Funding Sources:**			

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Strategy 7 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 7: Provide a safe, inclusive, and supportive learning environment and address and respond to bullying, violence, and acts of hate. Provide support to students, parents, faculty, and staff to address mental, behavioral, emotional, and physical health, and wellness needs to include resources/materials/supplies, professional development/training, Social and Emotional Contracted Services. Prevention Areas: -Reb Ribbon - Anti-Drug Awareness -Bullying [TEC 37.0832] -Cyber-bullying -Digital Citizenship _Positive Character Traits programs -Informed Trauma Care materials/conferences _SEL trainings/Conferences -Sexual abuse, sex trafficking, and other maltreatment of children -Violence prevention programs [TEC 11.252(3)(B)(iii)] -Substance abuse -Dating violence [TEC 37.0831] -Discipline management including unwanted physical or verbal aggression and sexual harassment [TEC 11.252(3)(E) and TEC 37.083(a)] -Conflict resolution programs [TEC 11.252(3)(B)(ii)] -Suicide prevention including a parental or guardian notification procedure [TEC 11.252(3)(B)(i)] -Social Emotional & Mental Health programs -PBIS Training and Conferences -PBIS materials and supplies -SEL materials and supplies -Social Emotional Learning Motivational Speaker -Social Skills: Problem Solving, conflict resolution, anger management, substance abuse -Restorative Practices -Counseling sessions -Safety workshops/training and awareness -Mentoring program -Student Code of Conduct Awareness **Staff Responsible for Monitoring:** Compliance Officer, Attendance Officer, Program Coordinator, Campus Administrators, PEIMS Coordinator, Counselors, Parent Liaison, Campus Attendance/Stronger Connections Advisory Teams **Funding Sources:**			416

0% No Progress 100% Accomplished Continue/Modify Discontinue

Goal 2: Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

Performance Objective 3: Tornillo ISD will enhance its performance in English Language Proficiency, increasing the number of eligible indicators in the Closing the Gaps Domain from 0 in 2024 to 1 by 2029.

High Priority

Evaluation Data Sources: State & Federal Accountability Closing the Gap Domain, LSG Quarterly Progress Measure, TELPAS, LPAC Quarterly Monitoring

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Implement, Support, & Progress Monitor the Dual Language One-Way/ESL Program Model as specified in DLI program effectiveness rubric: -Teacher Certification -Language Allocation -Program Duration -Program Language & Literacy -Program Content -Program Culture -Acceleration of English Language Development **Strategy's Expected Result/Impact:** Implementation will improve from an overall category score of 3 to 6-8 by MOY and 9-11 by EOY. **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, and Campus Administrators **Funding Sources:** - 282: ESSER III, TCLAS Decision XI, - 263 Title III, LEP			

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Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Instructional Design- Implement, Support, & Progress Monitor Lesson Planning & Curriculum: -Curriculum Standards -Lesson Objectives -Region 19 Staff Development -Internal Professional Development -Instructional staff will attend local, state, and national conferences in bilingual education best practices. -Language Usage -Differentiated Instruction & Data Analysis, -Classroom Assessments -State Assessments & Progress Monitoring Instructional Design-Implement, Support Purchases, & Progress Monitor Methods and Resources: -Culturally Responsive Teaching -Content-Based Instruction -Authentic Bi-literacy Inst. -Resources to include materials for ELs -Sheltered Methods: Communicated, Sequenced, & Scaffolded **Strategy's Expected Result/Impact:** Implementation will improve from an overall category score of 3 to 8 by MOY and 9-15 by EOY. Classroom/District Assessments, STAAR & TELPAS results. LPAC & RTI Student Quarterly Progress Monitoring. Monitoring of progress of Summit K-12 lessons. TEKS Academy Artifacts & Lesson Planning, Walkthroughs, Instructional Rounds **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators **Funding Sources:** - 199: PIC 25 State Bilingual/ESL, - 263 Title III, LEP			

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: Identification and Placement, Implementation, Support Program & Purchases, and Progress Monitor Accelerated and Transition for Bilingual/ESL Students: -K-1 LEP Extended Year Program -Headstart to Kinder Transition -Academic and Linguistic Acceleration -Testing Materials **Strategy's Expected Result/Impact:** Identification, placement, and reclassification testing materials to comply with LPAC requirements Improved student outcomes as progressed measured quarterly on campus/district assessments and annual state assessments. K-12 Summit to increase fluency in all areas of second language Extended day/week/year acceleration participation student attendance rosters. In school acceleration personnel (At-Risk Inst. Aides, Inst. Specialists) schedules. Scheduled transition activities for Headstart at EOY **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators **Funding Sources:** - 199: PIC 38 CCMR - $7,000, - 199: PIC 25 State Bilingual/ESL, - 263 Title III, LEP			418

 No Progress Accomplished Continue/Modify Discontinue

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Goal 2: Tornillo ISD will ensure that the percentage of seniors graduating College, Career, or Military ready will increase from 95% in 2024 to 100% by June 2029.

Performance Objective 4: Tornillo ISD will sustain its performance by continuing to meet all 4 indicators in the College, Career, and Military Readiness component of the Closing the Gaps Domain.

Evaluation Data Sources: State & Federal Accountability Closing the Gap Domain, PEIMS Snapshot, BOY CCMR Enrollment Numbers, End of semester/year earned certifications

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Integration of technology in instructional and administrative programs [TEC 11.252(a)(3)(D)]: Provide technology professional development, devices, infrastructure, and interactive instructional programs (licenses) to staff and students to provide the tools necessary to apply CTE blended teaching and learning program expectations. Provide on-going staff development for professional staff of the district [TEC 11.252(3)(F)] in CCMR fields of study, skill sets to lesson plan and deliver CCRS Standards based lessons, and improve teacher pedagogy in their respective field and skills sets. **Strategy's Expected Result/Impact:** CTE Technology funding allocations and expenditures. Lesson Plan and walk-throughs indication of planned and applied technology devices and application/creation of programs/projects. Awarded Certifications Professional Development Sign-in Sheets, Certificates, Lesson Plans, Walk-Throughs, Instructional Rounds, Student artifacts indicative of application of CCRS, TTESS Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors **Funding Sources:** - 199: PIC 22 State Career & Technical Education (CT			

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Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: Provide career education, training, and resources to assist students in developing the knowledge, skills, and competencies necessary for a broad range of career opportunities [TEC 11.252(3)(G)]: K-12th Grade -TSI Testing and Instructional Support -AVID -PLTW -Student program of study resource -CCMR District Wide Fairs -Nearpod: Common Sense Media -Fine Arts -Fine Arts equipment -Field Trips tied to TEKS Standards -Presenters -Pathways embedded practices and skills -Promotional Awareness Resources & Materials -CCMR Goal Setting PK-12 **Strategy's Expected Result/Impact:** Meet the annual CCMR enrollment and certification goals, College/Career/Military culture,/ mindset, schedules, event calendars, classes **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor **Funding Sources:** - 211 Title I, Part A Improving Basic Programs, - 281: ESSER II, - 199 General Fund, - 199 General Fund - 199: PIC31, - 199: PIC 11 Instructional, - 199: PIC 22 State Career & Technical Education (CT, - 282: ESSER III, TCLAS Decision XI			

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: Provide on-going sources of information in various platforms to junior high and high school students, teachers, counselors, and parents on higher education admissions and financial aid [TEC 11.252(c)(4)(A-D)] -FASFA Nights -Texas Grant Program -Scholarships -College Sign-Up Day -College/CTE Visits/Presenters -Military **Strategy's Expected Result/Impact:** 100% FASFA Completion, Scholarships Awarded, College/CTE/Military enrollment, and agendas/calendars of higher ed. presenters and/or campus visits, Sign in Sheets for parents/family/community engagement training's/ information events **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor			421

Strategy 4 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 4: Prepare and support/guide students to make informed curriculum choices to be prepared for success beyond high school by -CTE Certifications and Degrees -Dual Credit/Early College Associates Degree -Military -TSI -PSAT -SAT/ACT -Pre-AP/AP Classes -AVID -Textbooks/Early College **Strategy's Expected Result/Impact:** Student Audit Cards, Number of student taking SAT/ACT exams, students enrolled in AVID/CTE/ ECHS/Dual Credit **Staff Responsible for Monitoring:** Compliance Officer, Instructional Specialists, Campus Administrators, CTE Coordinator, Counselors, College and Career Readiness Advisor **Funding Sources:** EPCC Early College textbooks - 199: PIC 38 CCMR, - 282: ESSER III, TCLAS Decision XI			

Strategy 5 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 5: The percentage of graduates that will meet the criteria for College, Career and Military Preparation (CCMR) will increase from 91% on August 2024 to 100% by August 2029 **Strategy's Expected Result/Impact:** 100% of students will graduate with a College, Career and Military Preparation to ensure students have access to high quality pathways to career and college **Staff Responsible for Monitoring:** CE Coordinator, HS Principal , CCMR Advisor, HS Counselor			

No Progress

Accomplished

Continue/Modify

Discontinue

422

Goal 3: Tornillo ISD in collaboration with the Board of Trustees will engage students, families, teachers/staff, and community members/partners in education in different platforms to carry out the district's vision towards achieving student outcome goals.

Performance Objective 1: Tornillo ISD will offer programs and activities to involve parents and family members, and seek meaningful consultation with parents. Reserve at least 1% of its Title I funds to support parent and family engagement activities; involve parents in deciding how to use those funds.

High Priority

Evaluation Data Sources: Event agendas, sign-in sheets

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: -Purchase and implement scientifically research-based programs, electronic devices, materials, books, presentation equipment, and other resources in support of Parent Liaison activities meant to increase campus parental involvement. -To provide a variety of materials and training to help parents work with their children in different areas to include wellness, nutrition and academics. **Strategy's Expected Result/Impact:** Parents will be educated with the latest in research-based information to help them make better educational decisions for their children **Staff Responsible for Monitoring:** Parent Liaison, Compliance Director **Funding Sources:** - 211 Title I, Part A Improving Basic Programs			

Strategy 2 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 2: To build district and school's capacity to engage families to participate in social, cultural, and educational events to receive educational materials and learn how to use them to help students at home. **Strategy's Expected Result/Impact:** Offer opportunities for parents to participate in school events such as coffee with the principal, Evening with the Superintendent, Grandparents celebration, regional parent involvement conference, district EL parent conference, local parent conferences, luminarias, Read Across Tornillo, district wide events, student registration, etc. Tornillo ISD will offer a Parent Resource Center within the district's facilities **Staff Responsible for Monitoring:** Parent Liaison, District Administrators, Compliance Director **Funding Sources:** - 211 Title I, Part A Improving Basic Programs, - 263 Title III, LEP, - 282: ESSER III, TCLAS Decision XI, - 199 General Fund			423

Strategy 3 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 3: Continue working in partnership with different community partners to include, but not limited to, GED, English classes, Adult Ed, Technology classes, community service providers and community resources. An after school program will be offered to all students. **Strategy's Expected Result/Impact:** Offer opportunities for parents to improve their quality of life to increase their potential to support their children's education. **Staff Responsible for Monitoring:** Parent Liaison, Compliance Director **Funding Sources:** - 282: ESSER III, TCLAS Decision XI			

 No Progress Accomplished Continue/Modify Discontinue

Goal 3: Tornillo ISD in collaboration with the Board of Trustees will engage students, families, teachers/staff, and community members/partners in education in different platforms to carry out the district's vision towards achieving student outcome goals.

Performance Objective 2: Tornillo ISD will build capacity for parental involvement.

Strategy 1 Details	Reviews		
	Formative		Summative
	Oct	Mar	June
Strategy 1: Tornillo ISD will build capacity for parental involvement by: -Tornillo ISD will offer relevant information to assist parents understanding the the education system and the state standards and how to support their children's achievement. -Provide information to teachers, principals, and other staff members, with the assistance of parents, in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and schools. -Use multiple and appropriate methods of communication and engagement to reach all stakeholders to gain meaningful input, participation, partnerships and shared responsibilities for student success. To keep stakeholders informed about improvement plans and expenses in both English and Spanish. -Parent Liaison will coordinate with other Federal and State programs, including preschool programs to reach out to every parent subpopulation in the district. -Tornillo ISD will offer programs and activities to involve parents and family members, and seek meaningful consultation with parents. -All campus communication will be sent home in the appropriate language to the degree possible. -Tornillo ISD will seek meaningful consultation with parents, to include developing along/evaluate a written parent and family engagement policy. **Strategy's Expected Result/Impact:** Parent will learn how to read and understand the state standards. They will be provided with strategies on how to support their children in areas of need. **Staff Responsible for Monitoring:** Campus Administrators, Parent Liaison, Instructional Team. **Funding Sources:** - 199: PIC 11 Instructional, - 282: ESSER III, TCLAS Decision XI			

No Progress

Accomplished

Continue/Modify

Discontinue

425

RDA Strategies

Goal	Objective	Strategy	Description
2	1	6	Special Education Student Group: Provide, Support, Fund, & Implement the following to achieve successful student outcomes in special education in all Continuum of Services: -Professional Development (District, Local, State, & Out of State) for academic instruction, IEP, ARD's, 504's, Behavior, Autism and like disorders -Technology & Licences, Materials, Resources, Field Experiences/work, Field Trips -Early Identification -Acceleration -Enrichment -Testing Materials -Parent Engagement -Curriculum & Instruction to advance Tier II & III Sped. Students in grade level standards & state assessments. -Sanitation/ Cleaning products -Motivational/Reward items to improve desired behavior or work production as per IEP

426

District Funding Summary

181 Extra Curricular Activities					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	2	3			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199 General Fund					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	7	1			$0.00
1	7	2			$0.00
1	7	2			$0.00
1	7	5			$0.00
2	2	1			$0.00
2	2	2	National Honor Society, Student Council Materials and Supplies	199 PIC 31	$0.00
2	2	3			$0.00
2	4	2		199: PIC31	$0.00
2	4	2			$0.00
3	1	2			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 11 Instructional					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	1	1			$0.00
1	2	1			$0.00
1	3	1			$0.00
1	4	1			$0.00
1	7	1			$0.00

199: PIC 11 Instructional					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	7	2			$0.00
1	7	5			$0.00
2	1	2			$0.00
2	2	3			$0.00
2	2	5	Materials to run library instruction (carts, shelves, place markers, etc.)		$0.00
2	4	2			$0.00
3	2	1			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 21 State Gifted & Talented					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	1	5			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 22 State Career & Technical Education (CT					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	4	1			$0.00
2	4	2			$0.00
				Sub-Total	$0.00428
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 23 State Special Education (Sp Ed)					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	1	6			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 28 DAEP					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	2	4	Tires for HOPE golf cart		$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199:PIC 30 State Compensatory Education (SCE)					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	1	2			$0.00
2	1	8	Salaries		$657,000.00
2	1	8	Supplies and Materials		$38,000.00
2	2	1			$0.00
				Sub-Total	$695,000.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	-$694,000.00

199: PIC 32					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 35					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 25 State Bilingual/ESL					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	1	3	Technology		$0.00
2	3	2			$0.00
2	3	3			$0.00

199: PIC 25 State Bilingual/ESL					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

211 Title I, Part A Improving Basic Programs					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	1	1			$0.00
1	2	1			$0.00
1	3	1			$0.00
1	4	1			$0.00
1	7	1			$0.00
1	7	2			$0.00
1	7	3			$0.00
1	8	1			$0.00
2	1	3			$0.00
2	2	1			$0.00
2	2	2	pic 30		$0.00
2	2	3			$0.00
2	4	2			$0.00
3	1	1			$0.00
3	1	2			$0.00
				Sub-Total	$0.00430
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

212 Title I, Part C Migrant Education					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

224 IDEA B, Formula SpEd					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

225 IDEA B, Preschool SpEd					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

244 Perkins Career & Technical Education					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

255 Title II, Part A, TPTR					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	7	1			$0.00
2	2	3			$0.00
				Sub-Total	$0.00431
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

263 Title III, LEP					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	3	1			$0.00
2	3	2			$0.00
2	3	3			$0.00
3	1	2			$0.00
				Sub-Total	$0.00

263 Title III, LEP					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

289 Title IV					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

461 Campus Activity Funds					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

270 Title V, RLIS					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	7	1			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

480: PLTW/Other					432
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 36 Early Education					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00

199: PIC 36 Early Education					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 37 Dyslexia					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

199: PIC 38 CCMR					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	3	3			$7,000.00
2	4	4	EPCC Early College textbooks		$0.00
				Sub-Total	$7,000.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	-$6,000.00

199: PIC 99 Undistributed					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

281: ESSER II					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	2	1			$0.00
1	3	1			$0.00
1	7	1			$0.00
2	2	1			$0.00
2	2	3			$2,500.00
2	2	3			$0.00
2	2	5	Book of the Month Reading Books		$0.00

281: ESSER II					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
2	4	2			$0.00
				Sub-Total	$2,500.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	-$1,500.00

282: ESSER III, TCLAS Decision XI					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	1	1			$0.00
1	2	1			$0.00
1	3	1			$0.00
1	3	1			$0.00
1	4	1			$0.00
1	7	1			$0.00
1	7	2			$0.00
1	7	3	IXL		$0.00
1	7	5			$0.00
1	8	1			$0.00
2	1	2			$0.00
2	1	3			$0.00
2	2	1			$0.00
2	2	3			$0.00
2	2	5	Book of the Month Reading Books		$0.00434
2	3	1			$0.00
2	4	2			$0.00
2	4	4			$0.00
3	1	2			$0.00
3	1	3			$0.00
3	2	1			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

279: TCLAS, Decisions I, IV, V, VI VII					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	2	1			$0.00
1	7	1			$0.00
1	7	4	TSNAP		$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

429: TCLAS DECISION II, IX					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	2	1			$0.00
1	3	1			$0.00
1	4	1			$0.00
1	7	5			$0.00
1	8	1			$0.00
2	1	3			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

School Action Funding/211					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00435
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

280: ARP Homeless II					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
					$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

429: Blended Learning					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	2	1			$0.00
1	7	1			$0.00
1	8	1			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00

429:Strong Foundation Implementation. Opt. A and C					
Goal	**Objective**	**Strategy**	**Resources Needed**	**Account Code**	**Amount**
1	9	1			$0.00
				Sub-Total	$0.00
				Budgeted Fund Source Amount	$1,000.00
				+/- Difference	$1,000.00
				Grand Total Budgeted	$34,000.00
				Grand Total Spent	$704,500.00
				+/- Difference	-$670,500.00

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2024-2027 DUAL CREDIT PARTNERSHIP AGREEMENT

Between
Tornillo Independent School District
And
El Paso County Community College District

This Dual Credit Partnership Agreement (Agreement) between Tornillo Independent School District (SISD) and El Paso County Community College District (EPCC or the College) is designed to allow High School students an opportunity to earn dual High School credit and College credit. *19 Texas Administrative Code (19 TAC),* Chapter 9, Subchapter H*, Partnerships between Secondary Schools and Texas Public Two-year Associate Degree-Granting Institutions* establishes authority and rules for two-year associate degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's High School curriculum requirements and College-level credit. Dual Credit Requirements are identified/outlined in *19 TAC* Chapter 4, Subchapter D, *Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges*, §4.85. Nothing herein shall be construed to violate either the Texas Public Information Act, Tex. Gov't Code, §552.001 et seq., or the Family Educational Rights and Privacy Act, 20 U.S.C § 1232g.

Tornillo Independent School District is located at:
19200 Cobb Ave.
Tornillo, TX 79853

The following conditions apply to this Agreement in accordance with Texas Higher Education Coordinating Board (THECB) Rules and Regulations:

1. Purpose

   The Purpose of this Agreement is to facilitate the cooperation between the College and the District in the provision of College courses for Dual Credit for qualified students.

2. Eligible Courses

   a. Only courses as permitted by 19 TAC, Part 1, CH4, Subchapter D, §4.85 (a) identified as College-level academic courses in the current edition of the EPCC Catalog or as College-level workforce education courses in the current edition of the Workforce Education Course Manual (WECM) may be used for Dual Credit. New High School sites located off EPCC campuses must follow the *Courses for Dual Credit Schedule* as it is posted on the EPCC Dual Credit web page.

   b. Courses approved for Dual Credit for an individual student must be applicable to a college or university certificate or degree.

   c. Course matching is a requirement to award Dual Credit. In order to offer any College course for Dual Credit, it must be paired with an equivalent High School course. The learning objectives for the College course and the Texas Essential Knowledge and Skills (TEKS) for the High School class must have significant overlap or match. If an equivalent High School class does not exist, then the College course cannot be offered by the High School for Dual Credit.
   d. Any TEKS not covered by the College course will be taught by the High School and accounted for separately from the required content of the College course.

3. Student Eligibility

   a. High School students will meet State and EPCC requirements for admission to the College.

   b. High School students must take the EPCC placement tests and/or provide EPCC approved additional test scores in math, reading, and writing as well as course-specific placement test scores where applicable and have the course prerequisites prior to enrolling in College-level courses. Students with disabilities needing accommodations will contact the EPCC Center for Students with Disabilities (CSD) to arrange a meeting with a CSD Counselor. The placement exam will be administered at the High School that complies with EPCC's CSD-approved accommodations.

   c. High School students shall not be enrolled in more courses than those allowable by State laws and Texas Administrative Code and Regulations and in accordance with the *Courses for Dual Credit Schedule* for new sites until the High School is approved by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) as an EPCC off-site.

   d. El Paso Community College will certify to the appropriate agency, no fewer than once per calendar year, the eligibility of all students for which it receives notice of FAST eligibility from such student's school district or charter school, of that student's eligibility for the FAST Program.

   e. High School students will be enrolled in EPCC courses upon the timely receipt of all the pre-registration/advising documentation by the EPCC Admissions and Registration DC/ECHS Specialist. If a High School student has a hold preventing registration such as, but not limited to, "business hold or required documentation," the student will not be enrolled in the class and a notation will be made to the roster and returned back to the designated individual at the High School. High School administration (Principal, Assistant Principal, or Counselor) will be notified and will be responsible for assisting the student in clearing the hold. Once the hold has been removed, the High School designee must add the student once more to the enrollment roster requesting enrollment once again.

   f. Application of Americans with Disabilities Act Amendments Act and Section 504 of the Rehabilitation Act of 1973. To the extent this Agreement and the services provided under the Agreement are subject to the Americans with Disabilities Act Amendments Act and/or Section 504 of the Rehabilitation Act of 1973, EPCC and Tornillo Independent School District agree to take any steps necessary to comply with the provisions of these laws. Coordination of services under the Agreement, enrollment of students and any necessary accommodations will be managed by the EPCC Center for Students with Disabilities (CSD). Appropriate accommodations will be determined by an EPCC CSD Counselor based upon individual needs and requirements of the required program of study. Accommodations will be provided by Tornillo Independent School District. Accommodations for special education students enrolled in Dual Credit and College courses must adhere to EPCC's accommodations policy.

4. Instructional Calendar

   The College courses for Dual Credit taught on the High School campus will comply with the District's instructional calendar. Distance education sections will comply with the College calendar.

5. Location

    a. Dual Credit instruction will predominantly occur in the facilities of the High School campus. EPCC facilities may be used as appropriate, depending on the availability of resources.

    b. When the High School does not have an instructor, who is qualified and selected by EPCC to deliver a College course for Dual Credit onsite at the High School campus, the course may be located online with an instructor provided by the College, depending on the availability of resources.

    c. A qualified instructor may be provided by the College to teach the College course on the High School campus if available. A High School may also contract directly with an EPCC credentialed instructor to deliver the College course on the High School campus. Workload must be previously approved by an EPCC administrator.

6. Student Composition of Classes

    Courses may be composed of Dual Credit students only or of Dual Credit and College credit students. Exceptions for a mixed class (composed of students taking the College course for High School credit only and students taking the College course for Dual Credit) may be allowed only under one of the following conditions:

    a. If the course involved is required for completion under the State Board of Education Recommended or Distinguished Achievement High School Program graduation requirements, and the High School involved is otherwise unable to offer such a course.

    b. If the High School credit-only students are College Board Advanced Placement students.

    c. If the course is a career and technology/College workforce education course and the High School credit-only students are earning articulated College credit which will only be awarded after graduation from High School and subsequent enrollment at EPCC.

7. Faculty Selection, Supervision, and Evaluation

    a. All High School Dual Credit instructors must meet the credential requirements as specified by EPCC, the State Board of Education, and that would be acceptable by SACSCOC and other pertinent accrediting agencies. EPCC may limit the number of Dual Credit sections by course or program based on institutional need and/or accreditation guidelines.

    b. The College shall select, supervise, and evaluate Dual Credit High School instructors using the same College procedures used for EPCC faculty teaching on the College campuses and will maintain the same standards for the evaluation of instructional effectiveness and learning outcomes for the College course taught on the High School campus as the same courses taught at the College campuses. EPCC retains the right not to assign courses to an instructor.

    c. Official transcripts, an adjunct faculty application, and other documents pertinent to credentials verification of Dual Credit High School instructors will be kept on file at the EPCC Office of Human Resources.

    d. Qualified, EPCC-selected and trained Dual Credit High School instructors teaching the College course at the High School will do so as part of their High School teaching

assignment. Nevertheless, a Dual Credit High School instructor will comply with the College's standards of instruction and evaluation processes. All instructional aspects of the College course will be supervised by the designated College Instructional Dean.

e. Each semester, Dual Credit students will complete a Faculty Evaluation and Student Survey for each College course for Dual Credit. The evaluation/survey is administered online. The Dual Credit faculty member and the High School are requested to remind the students in the last couple of weeks of the semester to complete the survey. The Faculty Evaluation process is highly confidential to encourage a student's willingness to respond with candor regarding their experience in the class without fear of reprisals from the instructor. The Faculty Evaluation will not be shared with the instructor, the designated College Instructional Dean, the instructional coordinator and, upon request, the designated High School administrators until after grades have been posted.

f. It is required that new Dual Credit faculty attend New Faculty Orientation, which is held during Faculty Development Week at the beginning of the Fall Semester (August) and the Dual Credit Summer Convening in June. Newly credentialed Dual Credit faculty will be required to complete an introductory 10-hour online course. Additionally, ongoing attendance is required at College division and discipline meetings and at one faculty development workshop of the instructor's choice each semester.

g. In the event the High School credentialed faculty is absent more than 3 consecutive days, or is absent enough times that the instructional contact hours fall below what is required for the College course, the High School is responsible for contacting the designated College Instructional Dean to discuss the anticipated length of absence, and necessary arrangements for a substitute or replacement. Only substitutes/replacements credentialed by EPCC in the discipline/course may be used to cover a class. If the High School is unable to find a credentialed discipline/course qualified substitute or replacement, EPCC may provide a qualified faculty if available.

8. Course Curriculum, Instruction and Grading Criteria

EPCC shall ensure that a College course for Dual Credit offered at the High School and the corresponding course offered at the College campuses are equivalent with respect to the curriculum, contact hours, course enrollment maximum, materials, instruction, and method/rigor of evaluation of student performance, and grading criteria regardless of student composition of the class. (See appendix A for Crosswalk)

a. EPCC course syllabi and textbooks must be used in College courses for Dual Credit at all times. The syllabus for each course must be submitted to the appropriate Instructional Coordinator as requested and uploaded in compliance with HB 2504 by the end of the first week of classes.

b. The High School will provide each student enrolled in a College course for Dual Credit with all College textbooks and instructional materials required by the College discipline. College textbooks and other instructional materials may not be shared among multiple students, and students must be allowed to use them both in and out of class as would any College student studying at the College campuses.

c. The EPCC Office of Distance Learning Support Services will verify that the High School has adequate technology to support online course delivery. In addition, classroom, science lab and library facilities assessments will be conducted at least every three years or as needed.

d. The High School will identify a High School onsite facilitator whose role is to support the EPCC instructor of record in order to enhance the success of Dual Credit students enrolled in online courses.

9. Academic Policies and Student Support Services

a. All academic policies applicable to courses taught on EPCC campuses shall apply to Dual Credit High School students as outlined on EPCC Procedure GH-2 *High School Dual Credit Program Requirements* and in the College Catalog. These policies include the appeal process for disputed grades, drop policy, the communication of grading policy to students, when the syllabus must be distributed, and processes for addressing instructional issues/concerns.

b. Dual Credit students may utilize the same services that are available to other EPCC students. The College is responsible for ensuring timely and efficient access to such services as academic advising and counseling, College-appropriate (non-curricular) accommodations for students with disabilities, learning materials (e.g., library resources), academic achievement programs (e.g. Honors Program), and student success initiatives (e.g., tutoring).

c. Each High School must have an appointed Counselor or Designee to provide academic guidance regarding Dual Credit who will encourage course completion and achievement of course work leading to a College degree. EPCC will provide training for the High School Counselor or Designee.

d. Except as expressly set forth herein, the High School shall provide student services for all Dual Credit students including, health services, counseling services, tutorial services, transportation, food service, Blackboard Learn Ultra, and all College textbooks and teaching materials. By July 1 of each year, the High School will submit all graduated seniors' final High School transcripts, with the official graduation date, through the Texas Records Exchange (TREx) system. Paper copies will not be accepted.

e. In addition to on-site resources provided by the High School, Dual Credit students will be issued an EPCC ID card and will have open access to EPCC's online library databases, materials, and resources. Dual Credit students will have access to on-campus and online EPCC tutoring centers, Academic Computer Services labs, and libraries. EPCC Librarians will provide training to designated High School Librarians on available EPCC resources. Dual Credit students will have access to all EPCC student services and privileges, including participation in student government and student clubs.

f. Dual Credit students will adhere to all the requirements of the District/High School Code of Conduct and State law applicable to public school students. Dual Credit students will have the rights and responsibilities defined in the EPCC Code of Conduct, EPCC Catalog, EPCC Student Handbook, and the EPCC Board Policies and College Procedures. In the event of any inconsistency between the District/High School Code of Conduct and the EPCC Code of Conduct, the District/High School Code of Conduct and applicable provisions of Chapter 37 of the Texas Education Code will be followed. Students enrolled in a course for Dual Credit who are placed in an alternative school will be withdrawn from the course but may be allowed to remain in the Dual Credit program upon returning to the high school campus.

g. Transportation is at the sole discretion of the District/High School and not the responsibility of EPCC. The District/High School will ensure bus routes for students attending courses at all EPCC site facilities during the fall, spring, and summer terms that occur during regular High

School hours. The High School will provide round-trip transportation for Dual Credit students to EPCC campuses for official school activities, such as daily classes in an approved schedule.

10. Transcription of Credit

    EPCC will transcribe College grades immediately upon a student's completion of the course. Approved District/High School personnel will have access to the official College grade through the High School Dashboards.

11. Funding

    a. The Dual Credit High School instructors will be compensated by the District/High School in accordance with the District's Standard Teacher Salary Schedule. It is not contemplated that Dual Credit High School instructors will be teaching any classes in addition to their regular workload by virtue of their participation in the Program. Said Dual Credit High School instructors will not receive any monetary compensation from EPCC for their participation in the Program. The Dual Credit High School instructors teaching courses which result in the award of concurrent credit must meet the same standards, review, and approval procedures used by the College to select faculty responsible for teaching the same courses at the College campuses. Dual Credit High School instructors will teach courses on a volunteer basis and are entitled to all the rights and privileges accorded to any EPCC adjunct faculty member.

    b. EPCC will waive tuition and designated fees for students enrolled in the Dual Credit Program.

    c. Both parties to this Agreement agree that neither party may charge a student who has been determined to have met the eligibility criteria for participation in the dual credit Financial Aid for Swift Transfer ("FAST") Program any cost of tuition or other fees whatsoever (including late fees or three-peat fees) incurred for the enrollment in the course(s) contemplated herein.

    d. The High School is responsible for all College textbooks and instructional materials. This includes funding of Open Educational Resources (OER) and First Day Adoption (FDAY) materials used in lieu of textbooks. The School District will be invoiced within 30 days after the end of the semester and payment in full will be due to EPCC within one month of the invoice. College-approved textbooks purchased by the District may be used for a maximum of four years from the date of initial purchase. The High Schools must adhere to EPCC textbook College Procedure EDA-1 *Selection and Ordering of Textbooks for Credit/Developmental Education Courses*. In addition, the High School must comply with the textbook tracking requirements by completing and returning the textbook tracking form within the timelines set forth.

12. EPCC Administrators and High School Principals, along with any necessary administrative staff, will maintain open lines of communication between the College and their High Schools.

    a. Marketing and Co-branding. Dual Credit is a strong and beneficial partnership between the District or High School and EPCC and will be co-branded accordingly. References to College Courses for Dual Credit that are offered by EPCC will prominently feature EPCC's name and logo on all media/marketing materials, school marquees, verbal and non-verbal messaging, and anywhere else the program is visible, including the school's website.

    When used in conjunction with the District or High School logo, logos must be of the same size and in high-profile locations. When communicating about Dual Credit programs or courses offered by EPCC, it is important to state "These Dual Credit course offerings are

available thanks to a partnership with El Paso Community College," when speaking, presenting, or discussing the initiative as well as in all written materials, including, but not limited to: news releases, website content, promotional materials, social media, or other content.

Signage, banners, and other displays should prominently demonstrate the partnership and should include EPCC and its logo. EPCC logos, banners, or other identifying material should be displayed in each classroom used to teach Dual Credit students. Materials or exceptions to this guideline will need to be reviewed and approved by EPCC's Marketing/Community Relations Department and the Dean of Dual Credit and Early College High Schools. Each party reserves the right to approve major signage, banners and other displays marketing Dual Credit that will be displayed outside the EPCC campus to the general public.

SISD is responsible for ensuring that departments producing materials as well as appropriate administrators, faculty and staff are aware of the marketing and co-branding requirements. Media/marketing materials that do not reflect appropriate co-branding may have to be taken down and redone to properly reflect required marketing and co-branding.

13. Records and Criminal History.

Records relating to this Amendment may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code. Each party agrees, to the extent it receives information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). EPCC further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, Tornillo Independent School District Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs services under this Amendment.

14. House Bill 1638: Statewide Dual Credit Goals

The following are specific program goals aligned with the statewide goals developed collaboratively by the Texas Higher Education Coordinating Board (THECB) and the Texas Education Agency (TEA) in compliance with House Bill 1638 (85th Legislature, Regular Session), as codified in Texas Education Code, Section 28.009 (b-1) and (b-2):

a) Statewide Dual Credit Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of Dual Credit, including enrollment and fee policies.
   i) EPCC will participate in information sessions that promote Dual Credit hosted by the District or High School.
   ii) EPCC will host campus tours for students new to Dual Credit.
   iii) EPCC will maintain a webpage to include information relevant to all Dual Credit stakeholders.
   iv) EPCC will host a Dual Credit Counseling Institute in Fall and Spring.
   v) EPCC and District or High School will collaborate in the promotion of Dual Credit programs through press releases, social media, and institutional web pages.
b) Statewide Dual Credit Goal 2: Dual Credit programs will assist High School students in the successful transition to and acceleration through postsecondary education.

i) EPCC will grant District or High School staff access to Dual Credit Dashboards
ii) EPCC will participate in annual data sharing sessions
iii) EPCC will support transition to College through Operation College Bound.

c) Statewide Dual Credit Goal 3: All Dual Credit students will receive academic and College readiness advising with access to student support services to bridge them successfully into College course completion.
   i) EPCC will host Dual Credit New Student Orientation sessions for every Dual Credit student.
   ii) EPCC and District or High School will conduct joint advising sessions in compliance with SB 25
   iii) Dual Credit Students will have access to Dual Credit High School and College counselors to ensure credits apply to the selected certificate or degree.

d) Statewide Dual Credit Goal 4: The quality and rigor of Dual Credit courses will be sufficient to ensure student success in subsequent courses.
   i) EPCC will host a Dual Credit Summer Convening for newly credentialed Dual Credit faculty.
   ii) Newly credentialed District or High School faculty will be enrolled in a 10-hour online course administered by EPCC.
   iii) Dual Credit faculty and facilitators will participate in EPCC's Faculty Development Week workshops in Fall and Spring.
   iv) All Dual Credit stakeholders will be invited to the Building Bridges: Dual Credit Conference hosted annually by EPCC and the Spring Forum.

This Agreement may only be modified in writing by the District Superintendent and the College President, or their designees, upon mutual agreement, at least 30 days in advance of the modification.

This Agreement will become effective on the date the last party executes the Agreement and will remain in effect for three (3) years or until such time as mutual agreement is made to modify or terminate the Agreement. EPCC monitors enrollment at each off-campus location and ensures the off-campus site provides a collegiate academic experience and support services. If a site has no enrollment or may not be able to provide the collegiate experience, EPCC reserves the right to discontinue offering courses at the location via either online or face-to-face course delivery and to close (cease approval of) the off-campus site with the accreditor, SACSCOC. In the event of such a closure/cease of site approval, EPCC will discuss the possibility of the continuation of Dual Credit courses with the location's students coming to an EPCC campus for course instruction.

_____	_____
William Serrata, Ph.D. **(Date)**	**Rosie Vega-Barrio** **(Date)**
President	**Superintendent**
Approved as to form:	**Approved as to form:**
_____	_____
General Counsel **(Date)**	**General Counsel** **(Date)**

Appendix A

Dual Credit Crosswalk
2024-2027

Local ID	State ID	State Name	Course ID	Course Name
Core Curriculum: Communication (6 Credit Hours)				
414174	03220300	English III A 1301	ENGL 1301	Composition I
414240	03241400	Speech 1321	SPCH 1321	Business and Professional Communication
Core Curriculum: Mathematics (3 Credit Hours)				
424200	03101100	Precalculus 1314	MATH 1314	College Algebra
424210	03101100	Precalculus 2412	MATH 2412	Pre-Calculus Math
424310	03102500	Independent Study 1324	MATH 1324	Mathematics for Business and Social Sciences
Core Curriculum: Life and Physical Science (6 Credit Hours; labs are required)				
434330	03010200	Biology 1306 (Scientific Research and Design I)	BIOL 1306	General Biology for Science Majors I
434340	03010200	Biology 1307 (Scientific Research and Design I)	BIOL 1307	General Biology for Science Majors II
434275	03040000	Chemistry 1306	CHEM 1306	Introductory Chemistry I (Allied Health Emphasis)
434280	03040000	Chemistry 1307	CHEM 1307	Introductory Chemistry II
4841220	13037210	Chemistry 1311 (Scientific Research and Design II)	CHEM 1311	General Chemistry I
4841220	13037210	Chemistry 1312 (Scientific Research and Design II)	CHEM 1312	General Chemistry II
424220	03060200	Geology 1301	GEOL 1301	Earth Sciences for Non-Science Majors I
424230	03060200	Geology 1302	GEOL 1302	Earth Sciences for Non-Science Majors II
Core Curriculum: Language Philosophy, & Culture (3 Credit Hours)				
414290	03220400	English IV A 2322	ENGL 2322	British Literature I
414300	03220400	English IV B 2323	ENGL 2323	British Literature II
414220	03221800	English IV B 2333	ENGL 2333	World Literature II
444230	03380002	Philosophy 1301 (Special Topics in SS)	PHIL 1301	Introduction to Philosophy
444190	03380002	Philosophy 2306 (Special Topics in SS)	PHIL 2306	Introduction to Ethics
Core Curriculum: Creative Arts (3 Credit Hours)				
473090	03500110	Arts 1301	ARTS 1301	Art Appreciation
473170	03250100	Drama 1310	DRAM 1310	Theater Appreciation
Core Curriculum: History (6 Credit Hours)				
444124	03340100	US History A 1301	HIST 1301	United States History I
444126	03340100	US History B 1301	HIST 1301	United States History I
444128	03340100	US History B 1302	HIST 1302	United States History II
Core Curriculum: Government/Political Science (6 Credit Hours)				
444140	03330100	United States Government 2305	GOVT 2305	Federal Government (Federal Constitution & Topics)
444145	03380002	United States Government 2306	GOVT 2306	Texas Government (Texas Constitution & Topics)
Core Curriculum: Social and Behavorial Sciences (3 Credit Hours)				
444150	03310300	Economics FE 2301	ECON 2301	Principles of Macroeconomics
444155	03310321	Economics FE 2302	ECON 2302	Principles of Microeconomics
444133	03350100	Psychology 2301	PSYC 2301	General Psychology
444215	03380001	Psychology 2306	PSYC 2306	Human Sexuality
444134	03380001	Psychology 2314	PSYC 2314	Lifespan Growth and Development
444137	03370100	Sociology 1301	SOCI 1301	Introductory Sociology
444138	03380001	Sociology 2301	SOCI 2301	Marriage & the Family
Core Curriculum: Component Area Option (6 Credit Hours)				
494445	N1290050	Education 1300	EDUC 1300	Learning Framework
414176	03220300	English IB B 1302	ENGL 1302	Composition II