TORNILLO INDEPENDENT SCHOOL DISTRICT

INNOVATING – EMPOWERING – THRIVING

Agenda for Board of Trustees Meeting
Tornillo Independent School District

Meeting Date: Wednesday, August 26, 2026
Meeting Type: Regular
Meeting Time: 5:30 PM
Meeting Location: W.E. Neill Service Center
19210 Cobb
Tornillo, TX 79853

Disclaimer

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

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

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

All voting will be done in open session.

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

1. **(OTHER) First Order of Business**
   Ms. Marlene Bullard, Board President
   A. Establish a quorum and call the meeting to order
   B. Pledge of Allegiance to the United States
   C. Texas Pledge of Allegiance
   D. District Mission and Vision
2. **(OTHER) Superintendent's Report**
   Dr. Rosa Vega-Barrio, Superintendent
3. **(OTHER) District Recognitions**
   A. Partners in Education
      Dr. Rosa Vega-Barrio, Superintendent
      1. El Paso Central Appraisal District
      2. GECU
   B. Borderplex Summer Interns
      Mrs. Maria Morales, CTE Coordinator
4. **(OTHER) Open Forum**
   Ms. Marlene Bullard, Board President
5. **Lone Star Governance**

A. **Student Outcome Monitoring:**
   1. 2026 A-F Accountability Rating
      Mrs. Myrna Lopez, Director of Administrative Services
B. (Accountability 1) Review Board's Time Use Trackers 4
   Ms. Marlene Bullard, Board President

6. **(ADVOCACY) Community Engagement on Student Outcome Goals**
   Ms. Marlene Bullard, Board President
7. **(VISION Y) Information / Reports / Presentations**
   A. Financial Reports-Information Only 6
      Mr. Luis M. Guerra, Director of Finance
   B. Enrollment Update
      Ms. Emily Saucedo, PEIMS Specialist
8. **(VISION Y) Board Items**
   A. Consider Approval of Resolution Authorizing EPCAD Representation in the Property Value Study Process 28
      Mr. Luis M. Guerra, Director of Finance
   B. Consideration and Approval of SB 12 Certification of Compliance under Texas Education Code 39.008 to be Submitted to the Texas Education Agency (TEA) to include a Public Hearing prior to Approval by the Board of Trustees
      Mrs. Myrna Lopez, Director of Administrative Services
   C. Consider Approval of Class Size Waiver, TEC §25.111, §25.112 and §25.113 31
      Mrs. Myrna Lopez, Director of Administrative Services
   D. Consider the Selection of a Delegate and an Alternate to Represent Tornillo ISD at the TASB Delegate Assembly on October 9 in Houston, TX
      Ms. Marlene Bullard, Board President
   E. Discussion and Possible Action to Approve a Resolution Opposing the Proposed Border Highway East Extension of State Loop 375 32
      Ms. Marlene Bullard, Board President
9. **(STRUCTURE) Consent Agenda**
   (All items on the Consent Agenda shall be acted upon by one vote without separate discussion, unless a Board Member requests that an item be withdrawn for individual consideration)
   A. Purchases > $25,000 threshold - Authorization
      1. Consider Approval to Purchase Frontline for 2026-2027 Fiscal Year 37
         Mr. Luis M. Guerra, Director of Finance
   B. Consider Approval of Minutes from Previous Meetings:
      1. Regular Board Meeting Minutes - July 29, 2026 38
      2. Special Board Meeting Minutes - August 17, 2026 43
   C. Consider Approval of 2026-2027 Texas Student Data Systems (TSDS) MOU with Region 19 46
      Mr. Carlos Garcia, Director of Operations
   D. Consider Approval of 2026-2027 Interlocal Agreement for the Establishment and Operation of El Paso County Juvenile Alternative Education Program Pursuant to Chapter 37 of the Texas Education Code 48
      Dr. Rosa Vega-Barrio, Superintendent
   E. Consider Approval of 2026-2027 Meals for Children in Head Start Program 168
      Ms. Norma Aguirre, District CNS Manager
   F. Consider Approval of 2026-2027 Meals for Adults in Head Start Program 173
      Ms. Norma Aguirre, District CNS Manager
   G. Consider Approval of Adult Meal Price for 2026-2027 175
      Ms. Norma Aguirre, District CNS Manager
   H. Consider Approval of 2026-2027 District Improvement Plan, TEC 11.251
      Mrs. Myrna Lopez, Director of Administrative Services
   I. Consider Approval of Contracts for Providers of Special Education Related Services and Attorney Retainment 177
      Ms. Marisela Ramos, District Diagnostician/SPED/504 Coordinator
   J. Consider Approval of Donations 250
      Mr. Luis M. Guerra, Director of Finance
   K. Consider Approval of the Property, Casualty, and Auto Liability Insurance for the 2025-2026 Fiscal Year
      Mr. Luis M. Guerra, Director of Finance

L. Consider Approval of Worker Compensation Insurance for 2026-2027 279
Mrs. Sandra Garcia, HR Generalist
M. Consider Approval of Budget Amendments 296
Mr. Luis M. Guerra, Director of Finance
N. Consider Approval of Unemployment Insurance for 2026-2027 298
Mrs. Sandra Garcia, HR Generalist

10. **(OTHER) Executive Session. The Board will enter into a closed session to discuss the following items under Sections 551.074, Texas Government Code. The Board will reconvene into open session to take any necessary action.**
    A. Discussion regarding status update pending TEA investigation Case Number: 2026-04-0243 to include any necessary advice from legal counsel.
    B. Discussion Regarding Superintendent's Evaluation
11. **(STRUCTURE) Continuation of Board Items in Open Session**
    A. Discussion and Possible Action Regarding Superintendent's Evaluation
12. **Next Meeting Tentative Date:** September 30, 2026

Adjournment of the Meeting



Rosa Vega-Barrio
Superintendent of Schools

5:30 - 8:30 = 180 min.

TIME USE TRACKER

Date: July 29, 2026

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals	34	← *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 →	72
Progress & Accountability	1	← **Minutes performing Board self-evaluations using the LSG Integrity Instrument** ← **Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs**	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	4
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	13
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 →	7
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	50
Other		Any time spent on an activity that does not meet the conditions listed above →	2
TOTALS	36	130	94

Use For Student Outcome Minutes Percentage Calculation: 36 ÷ 130 × 100 = 28 **% Student Outcome Minutes**

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5:30 pm - 8:39 pm = 139 min.

TIME USE TRACKER

Date: August 17, 2026

Framework	Student Outcome Minutes	The Board tracks its time invested during public authorized meetings	Other Topic Minutes
Vision & Goals		← *Minutes setting student outcome goals* ← *Minutes receiving, discussing, and voting on Student Outcome Goal Monitoring Reports according to the Monitoring Calendar*	
		← **Minutes setting constraints or theories of action** ← **Minutes receiving, discussing, and voting on Constraint Monitoring Reports according to the Monitoring Calendar**	
		Minutes setting timelines, deadlines, goals, or plans on other items or outcomes → Minutes receiving reports, discussing, debating, and/or voting on other items or outcomes →	66
Progress & Accountability		← **Minutes performing Board self-evaluations using the LSG Integrity Instrument** ← **Minutes evaluating the Superintendent on student outcome goals, GPMs, constraints, and CPMs**	
		Minutes performing Board self-evaluations using instruments other than the LSG Integrity Instrument → Minutes evaluating the Superintendent on items other than student outcome goals, GPMs, constraints, and CPMs →	5
Systems & Processes		Minutes discussing, debating, and voting on items removed from or on the consent agenda → Time used for public comments on items not on the Board meeting agenda →	1
Advocacy & Engagement		← **Minutes hosting two-way communication meetings on student outcome goals, constraints, or theories of action** ← **Minutes recognizing the accomplishments of students and staff regarding progress on student outcome goals**	
		Minutes hosting all other Board led, co-led, or called community or committee meetings → Minutes for all other recognitions →	
Synergy & Teamwork		Minutes fulfilling statutorily required public hearings, forums, and comments Minutes fulfilling statutorily required or Lone Star Governance workshops Minutes in closed session as permitted by law	121
Other		Any time spent on an activity that does not meet the conditions listed above →	1
TOTALS		68	68

Use For Student Outcome Minutes Percentage Calculation: 0 ÷ 68 × 100 = 0 **% Student Outcome Minutes**

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FINANCIAL REPORTS

FOR THE MONTH ENDING JULY, 2026

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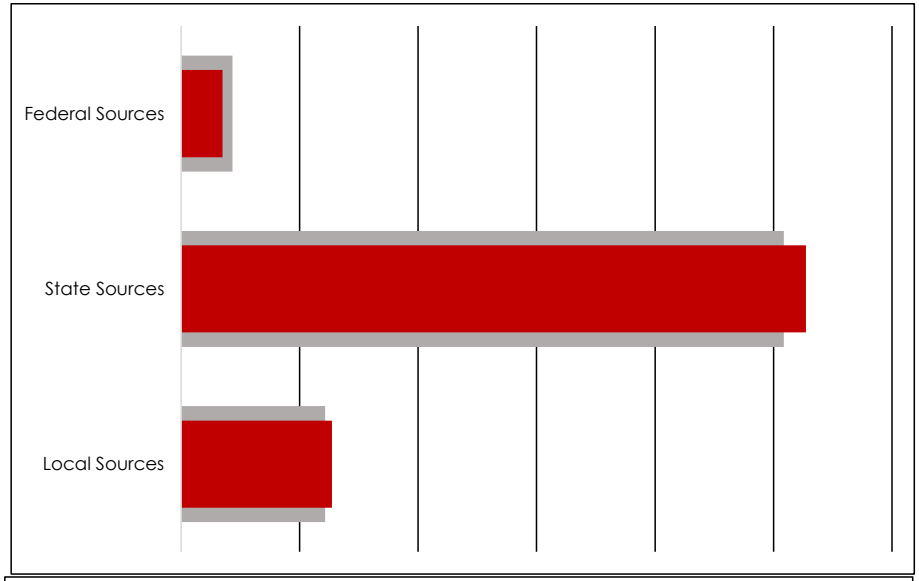
El Paso Electric Transformer Upgrades 12

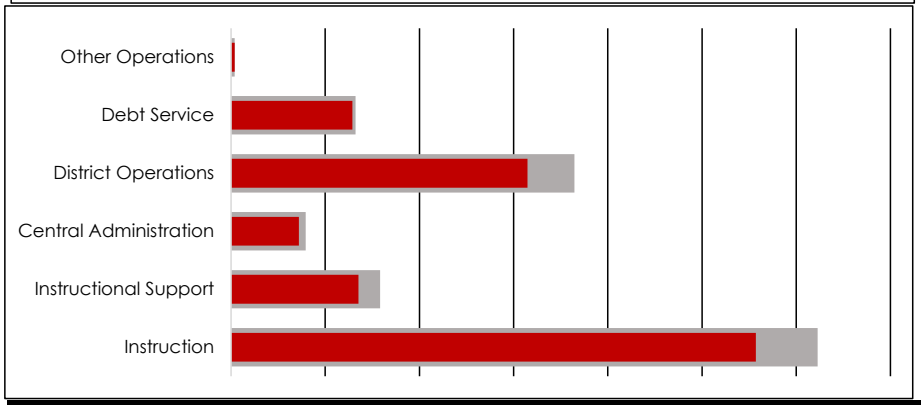
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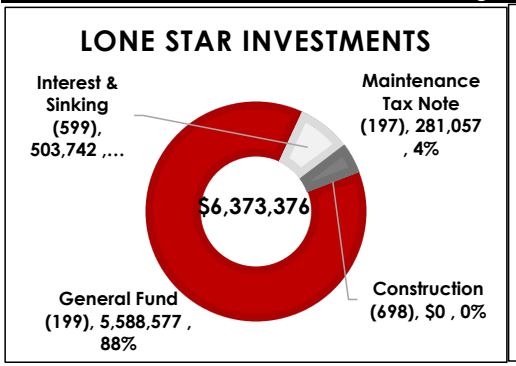
TORNILLO INDEPENDENT SCHOOL DISTRICT
BOARD FINANCIAL REPORT SUMMARY
As of July 31, 2026

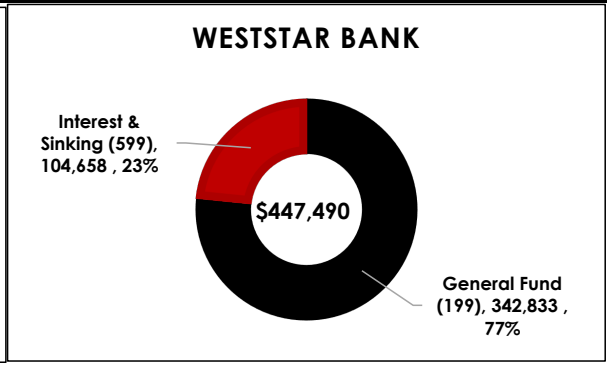
Board Adopted Revenue and Expenditures



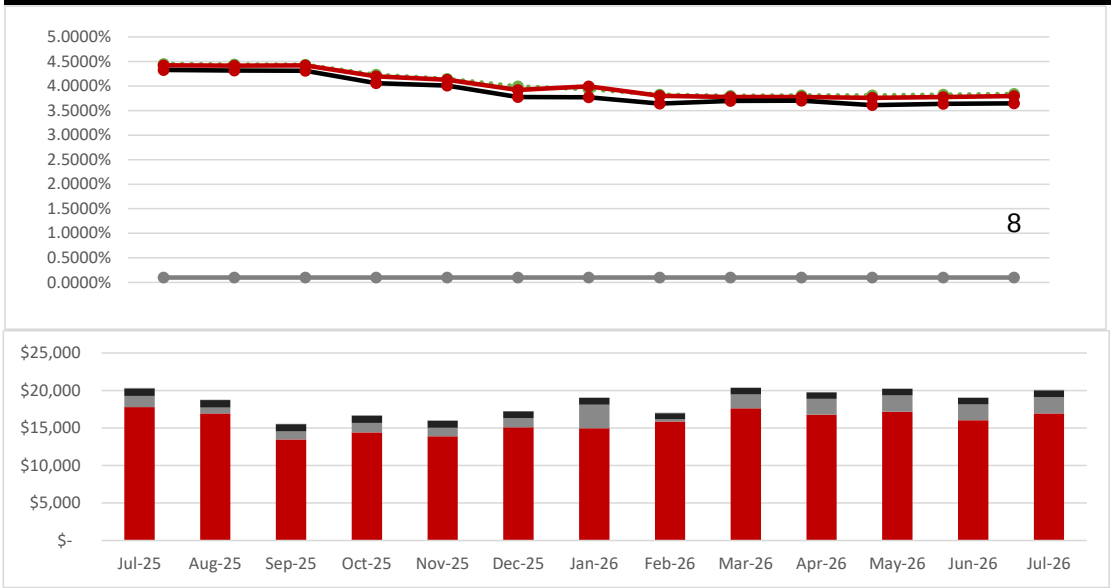


Banking and Investment Pools

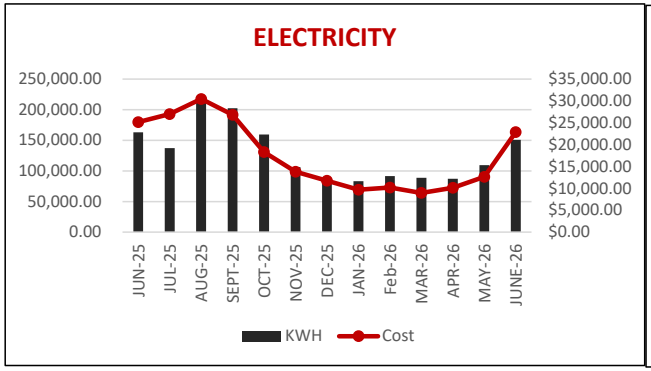


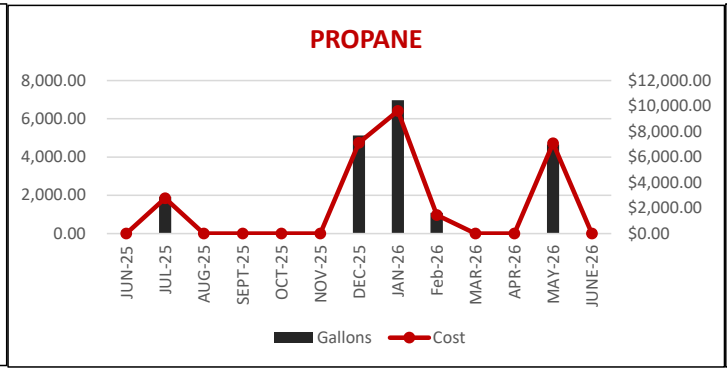


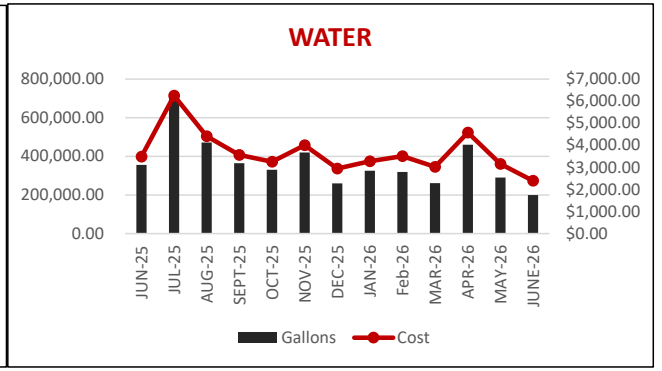
Investment Rate and Interest Revenue Trends



Utilities







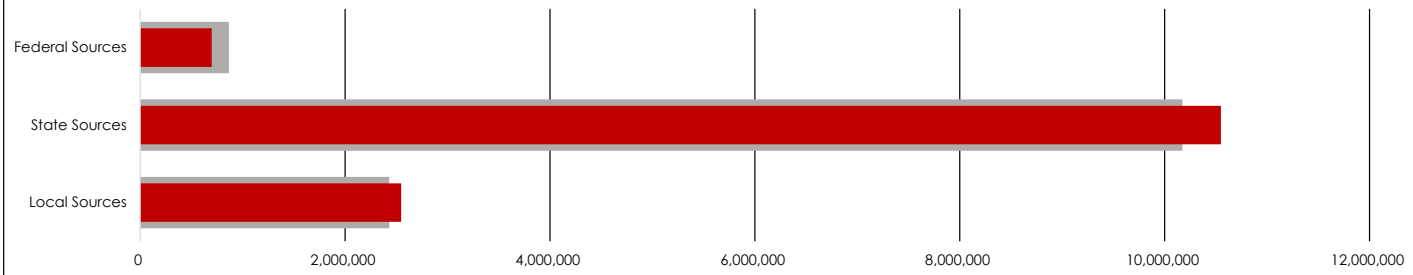
TORNILLO INDEPENDENT SCHOOL DISTRICT

Revenues & Expenditures

As of July 31, 2026

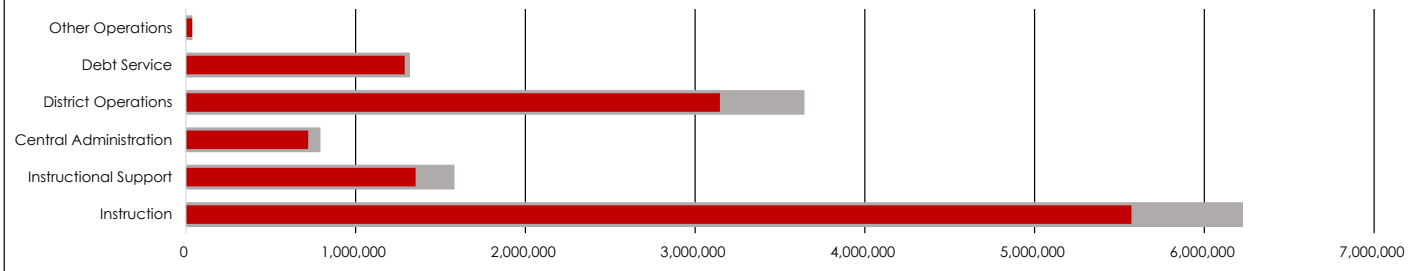
	Fund 101 - CNS			Fund 199 - General Fund			Fund 599 - Debt Service			Total		
	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining	Budget	YTD	Remaining
REVENUES												
Local Sources	114,000	135,718	(21,718)	1,407,873	1,466,420	(58,547)	909,974	944,964	(34,990)	2,431,847	2,547,102	(115,255)
State Sources	2,600	2,533	67	9,927,446	9,947,018	(19,572)	244,457	599,397	(354,940)	10,174,503	10,548,948	(374,445)
Federal Sources	705,000	583,242	121,758	160,000	115,554	44,446	0	0	0	865,000	698,796	166,204
Total Revenue:	**821,600**	**721,494**	**100,106**	**11,495,319**	**11,528,991**	**(33,672)**	**1,154,431**	**1,544,361**	**(389,930)**	**13,471,350**	**13,794,845**	**(323,495)**
EXPENSES												
Instruction	0	0	0	6,227,481	5,570,621	656,860	0	0	0	6,227,481	5,570,621	656,860
Instructional Support	0	0	0	1,582,024	1,353,853	228,171	0	0	0	1,582,024	1,353,853	228,171
Central Administration	0	0	0	792,898	720,953	71,944	0	0	0	792,898	720,953	71,944
District Operations	821,600	650,883	170,717	2,822,971	2,495,612	327,359	0	0	0	3,644,571	3,146,495	498,076
Debt Service	0	0	0	31,500	0	31,500	1,289,090	1,288,990	100	1,320,590	1,288,990	31,600
Other Operations	0	0	0	38,456	37,214	1,242	0	0	0	38,456	37,214	1,242
Total Expenses:	**821,600**	**650,883**	**170,717**	**11,495,329**	**10,178,253**	**1,317,076**	**1,289,090**	**1,288,990**	**100**	**13,606,019**	**12,118,126**	**1,487,893**

Total Revenues
Funds 101, 199 & 599



	Local Sources	State Sources	Federal Sources
Budget	2,431,847	10,174,503	865,000
YTD	2,547,102	10,548,948	698,796

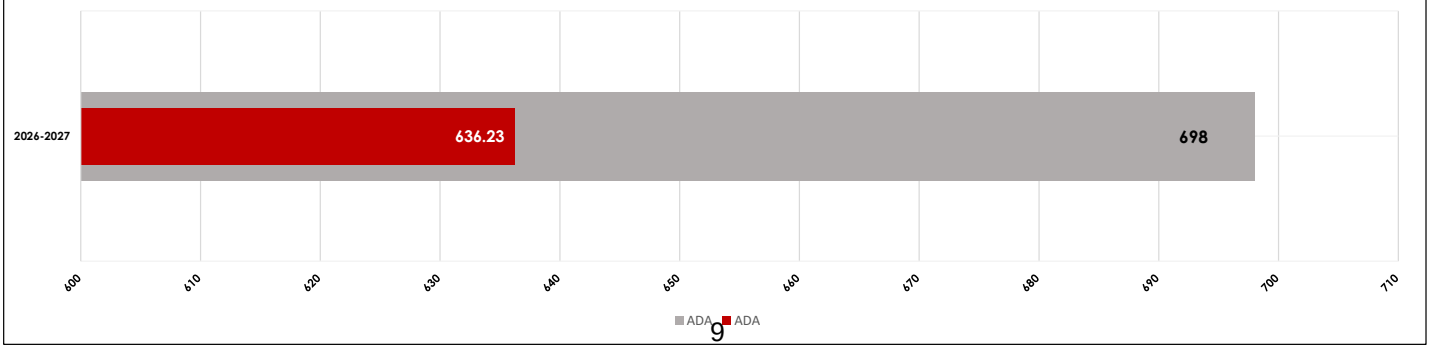
Total Expenditures
Funds 101, 199 & 599



	Instruction	Instructional Support	Central Administration	District Operations	Debt Service	Other Operations
Budget	6,227,481	1,582,024	792,898	3,644,571	1,320,590	38,456
YTD	5,570,621	1,353,853	720,953	3,146,495	1,288,990	37,214

2025-2026
Enrollment & ADA

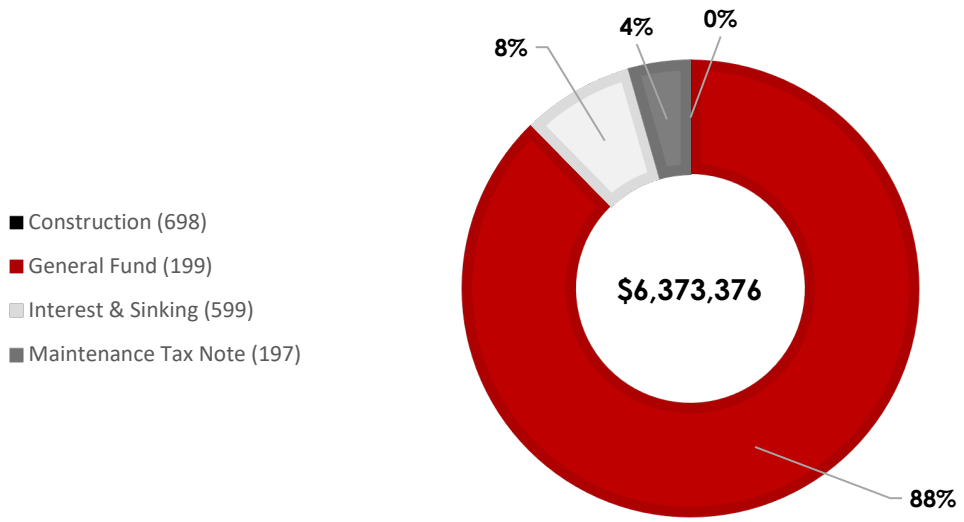
Current ADA % - 92.81%



TORNILLO INDEPENDENT SCHOOL DISTRICT

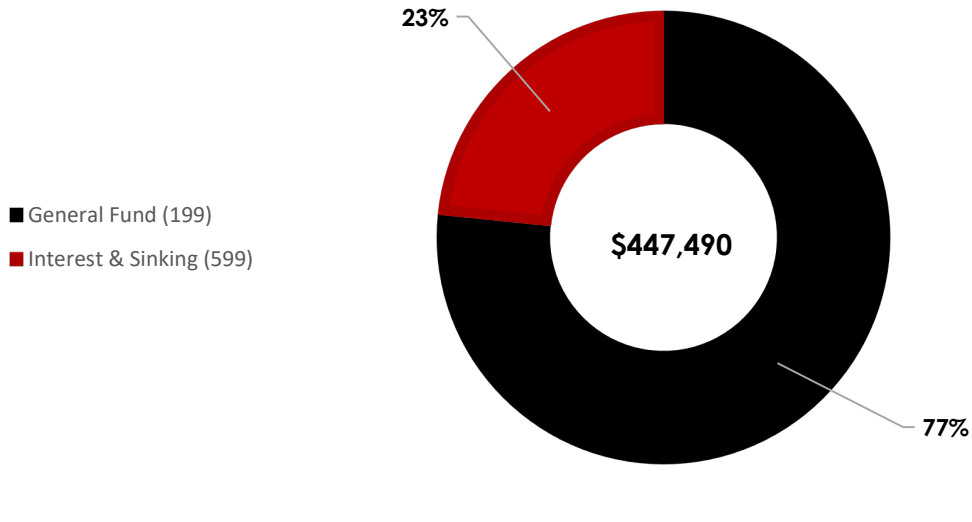
As of July 31, 2026

LONE STAR INVESTMENTS



Account	Beg. Bal.	End. Bal.	Change
Construction (698)	$0	$0	$0
General Fund (199)	5,411,395	5,588,577	177,182
Interest & Sinking (599)	685,664	503,742	(181,922)
Maintenance Tax Note (197)	280,155	281,057	902
Lone Star Investment Pool	**$6,377,958**	**$6,373,376**	**($4,582)**

WESTSTAR BANK



Account	Beg. Bal.	End. Bal.	Change
General Fund (199)	279,648	342,833	63,185
Interest & Sinking (599)	98,082	104,658	6,576
WestStar Bank	**$328,070**	**$447,490**	**$121,420**

TORNILLO INDEPENDENT SCHOOL DISTRICT

GENERAL FUND - CASH FLOW

As of July 31, 2026

								Beginning Balance	$	279,648
Day	Taxes	Deposits	Interest	Transfers	IRS	TRS	Payroll	Checks Cleared	Fees	Balance
01	1,916							(6,996)		$ 274,568
02								(24,841)		$ 249,727
03						(94,587)		(12,653)		$ 142,487
04										$ 142,487
05										$ 142,487
06								(9,906)		$ 132,581
07	1,443							(2,001)		$ 132,024
08								(976)		$ 131,048
09								(350)		$ 130,698
10				400,000			(281,921)	(293)		$ 248,484
11										$ 248,484
12										$ 248,484
13								(1,235)		$ 247,249
14	761			290,000	(95,498)		(251,385)	(204)		$ 190,922
15					(32,251)	(40,050)	(1,399)	(85)	(488)	$ 116,650
16								(8,193)		$ 108,457
17								(7,047)		$ 101,410
18										$ 101,410
19										$ 101,410
20	1,028	25,380						(447)		$ 127,371
21								(3,102)		$ 124,269
22								(33,504)		$ 90,765
23				300,000				(28,670)		$ 362,095
24								(5,852)		$ 356,243
25										$ 356,243
26										$ 356,243
27		375					(239,098)	(5,038)		$ 112,483
28								(20,920)		$ 91,563
29	3,529			100,000				(5,106)		$ 189,987
30		7,688						(643)		$ 197,032
31			16	200,000	(29,069)		(787)	(24,359)		$ 342,833
								Ending Balance	$	342,833

Tornillo Independent School District

Monthly Summary of Investments
As of July 31, 2026

Fnd-Obj	ACCOUNT NAME	BEGINNING BALANCE 7/1/2026	DEPOSITS	CHECKS	INTEREST	ENDING BALANCE 7/31/2026	INTEREST RATE
199-1110	General Operating	$ 279,647.82	1,332,121.47	1,268,952.59	16.15	$ 342,832.85	0.10%
197-1107	Maintenance Tax Note	$ 280,154.65	0.00	0.00	902.31	$ 281,056.96	3.7922%
199-1107	Lone Star Inv. Pool#1	$ 5,411,395.03	1,450,244.92	1,290,000.00	16,937.07	$ 5,588,577.02	3.7922%
599-1110	Interest and Sinking	$ 98,081.58	6,567.42	0.00	8.59	$ 104,657.59	0.10%
599-1107	Lone Star Inv. Pool/Int.&Sinking	$ 685,663.73	0.00	184,111.28	2,189.08	$ 503,741.53	3.7922%
599-1107	Lone Star Inv. Pool/I&S Government	$ 2.12	0.00	0.00	0.01	$ 2.13	3.6444%

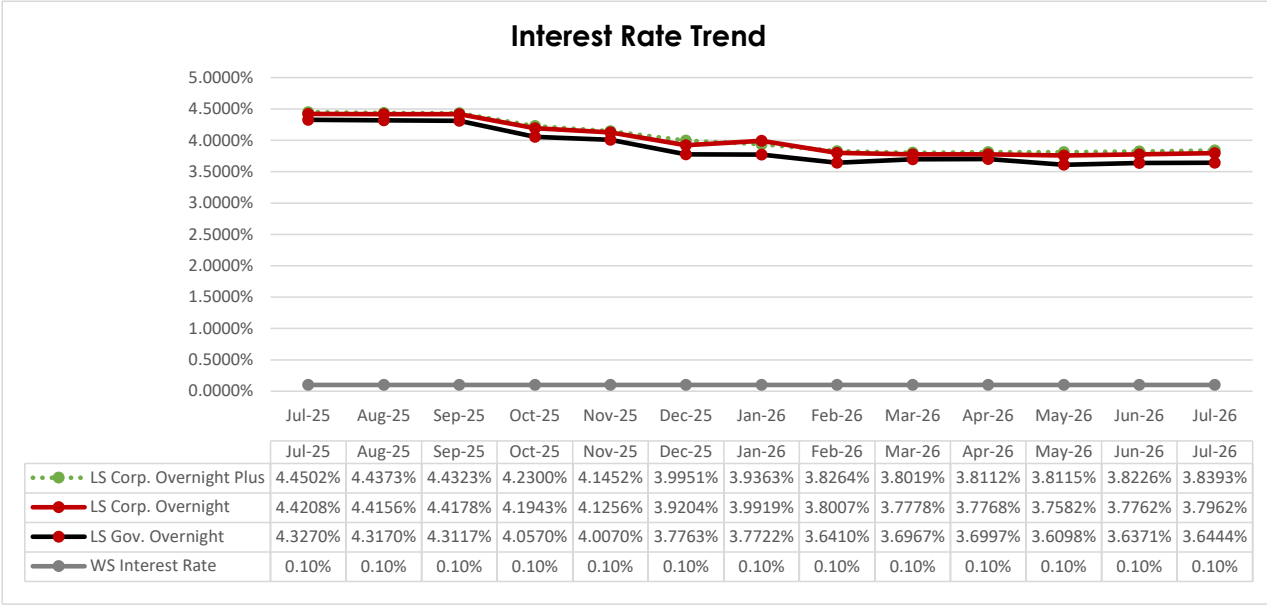
Statement of Compliance:
The foregoing Investment Report complies with the Investment Policy and District Strategies of the Tornillo ISD.

Luis Guerra

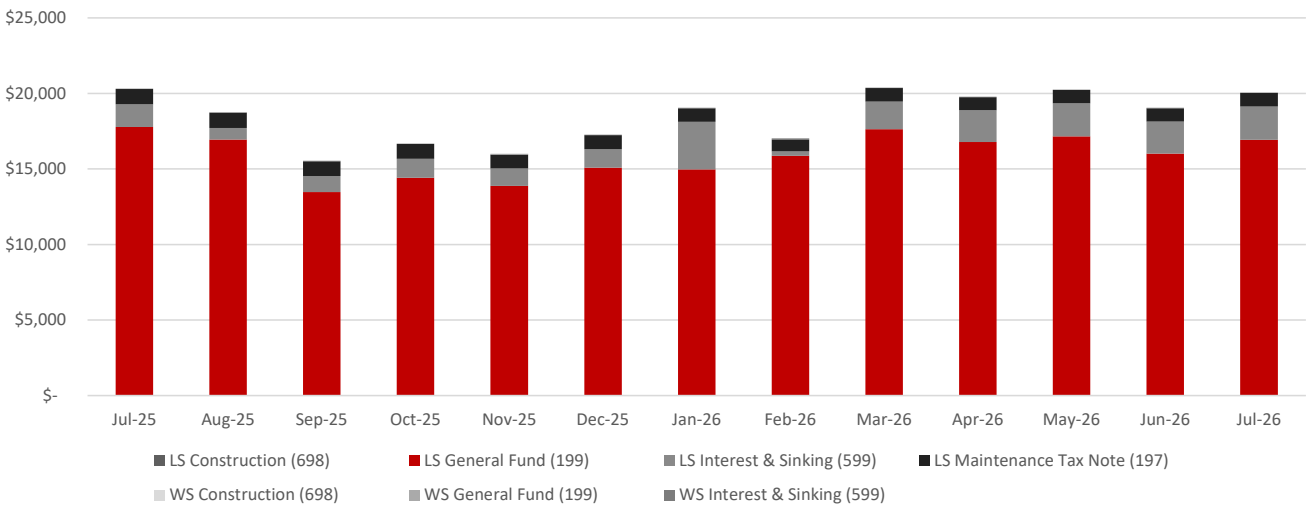
Luis Guerra, Director of Finance

TORNILLO INDEPENDENT SCHOOL DISTRICT

INTEREST RATE TRENDS



	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26	Apr-26	May-26	Jun-26	Jul-26
LS Corp. Overnight Plus	4.4502%	4.4373%	4.4323%	4.2300%	4.1452%	3.9951%	3.9363%	3.8264%	3.8019%	3.8112%	3.8115%	3.8226%	3.8393%
LS Corp. Overnight	4.4208%	4.4156%	4.4178%	4.1943%	4.1256%	3.9204%	3.9919%	3.8007%	3.7778%	3.7768%	3.7582%	3.7762%	3.7962%
LS Gov. Overnight	4.3270%	4.3170%	4.3117%	4.0570%	4.0070%	3.7763%	3.7722%	3.6410%	3.6967%	3.6997%	3.6098%	3.6371%	3.6444%
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 2026 Monthly Statement**

Statement Period: 07/01/2026 to 07/31/2026

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

Summary of Portfolio Holdings

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
General Fund	Corporate Overnight Fund	5,588,577.02	1.00	5,588,577.02	87.69%
			Totals:	**5,588,577.02**	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Interest & Sinking Account	Corporate Overnight Fund	503,741.53	1.00	503,741.53	7.90%
	Government Overnight Fund	2.13	1.00	2.13	0.00%
			Totals:	**503,743.66**	

Account	Fund	Number of Shares	Price Per Share	Account Balance	% Port.
Maintenance Tax Note 2008 - Fund 197	Corporate Overnight Fund	281,056.96	1.00	281,056.96	4.41%
			Totals:	**281,056.96**	

Totals

Fund	Yield	Share Quantity	Price Per Share	Fund Balance (USD)	% Port.
Corporate Overnight Fund	3.79 %	6,373,375.51	1.00	6,373,375.51	100.00 %
Government Overnight Fund	0.00 %	2.13	1.00	2.13	0.00 %
Corporate Overnight Plus Fund	0.00 %	0.00	1.00	0.00	0.00 %
			Total Value:	**6,373,377.64**	**100.00 %**

Portfolio Transactions

General Fund - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2026	Starting Balance	5,411,395.03			5,411,395.03
07/10/2026	Withdrawal	5,011,395.03	-400,000.00	1.00	-400,000.00
07/14/2026	Withdrawal	4,721,395.03	-290,000.00	1.00	-290,000.00
07/22/2026	Deposit	4,722,299.62	904.59	1.00	904.59
07/22/2026	Deposit	4,739,902.92	17,603.30	1.00	17,603.30
07/22/2026	Deposit	4,746,768.61	6,865.69	1.00	6,865.69
07/22/2026	Deposit	4,749,181.08	2,412.47	1.00	2,412.47

General Fund - Corporate Overnight Fund (Continued)

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/22/2026	Deposit	4,822,527.42	73,346.34	1.00	73,346.34
07/22/2026	Deposit	4,828,484.08	5,956.66	1.00	5,956.66
07/22/2026	Deposit	4,837,653.44	9,169.36	1.00	9,169.36
07/22/2026	Deposit	4,858,363.92	20,710.48	1.00	20,710.48
07/22/2026	Deposit	4,922,533.91	64,169.99	1.00	64,169.99
07/22/2026	Deposit	4,922,890.91	357.00	1.00	357.00
07/22/2026	Deposit	4,968,399.28	45,508.37	1.00	45,508.37
07/22/2026	Deposit	5,011,974.84	43,575.56	1.00	43,575.56
07/23/2026	Deposit	5,025,402.94	13,428.10	1.00	13,428.10
07/23/2026	Deposit	5,105,266.85	79,863.91	1.00	79,863.91
07/23/2026	Deposit	5,147,109.96	41,843.11	1.00	41,843.11
07/23/2026	Deposit	5,293,644.63	146,534.67	1.00	146,534.67
07/23/2026	Withdrawal	4,993,644.63	-300,000.00	1.00	-300,000.00
07/24/2026	Deposit	5,002,315.95	8,671.32	1.00	8,671.32
07/24/2026	Deposit	5,869,639.95	867,324.00	1.00	867,324.00
07/28/2026	Deposit	5,871,639.95	2,000.00	1.00	2,000.00
07/29/2026	Withdrawal	5,771,639.95	-100,000.00	1.00	-100,000.00
07/31/2026	Withdrawal	5,571,639.95	-200,000.00	1.00	-200,000.00
07/31/2026	Interest	5,588,577.02	16,937.07	1.00	16,937.07
07/31/2026	Ending Balance	5,588,577.02			5,588,577.02

Interest & Sinking Account - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2026	Starting Balance	685,663.73			685,663.73
07/31/2026	Withdrawal	668,763.73	-16,900.00	1.00	-16,900.00
07/31/2026	Withdrawal	539,463.73	-129,300.00	1.00	-129,300.00
07/31/2026	Withdrawal	511,461.73	-28,002.00	1.00	-28,002.00
07/31/2026	Withdrawal	510,802.45	-659.28	1.00	-659.28
07/31/2026	Withdrawal	501,552.45	-9,250.00	1.00	-9,250.00
07/31/2026	Interest	503,741.53	2,189.08	1.00	2,189.08
07/31/2026	Ending Balance	503,741.53			503,741.53

Interest & Sinking Account - Government Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2026	Starting Balance	2.12			2.12
07/31/2026	Interest	2.13	0.01	1.00	0.01
07/31/2026	Ending Balance	2.13			2.13

Maintenance Tax Note 2008 - Fund 197 - Corporate Overnight Fund

Settle Date	Trade Type	Share Balance	Number of Shares	Price/Share	Amount (USD)
07/01/2026	Starting Balance	280,154.65			280,154.65
07/31/2026	Interest	281,056.96	902.31	1.00	902.31
07/31/2026	Ending Balance	281,056.96			281,056.96

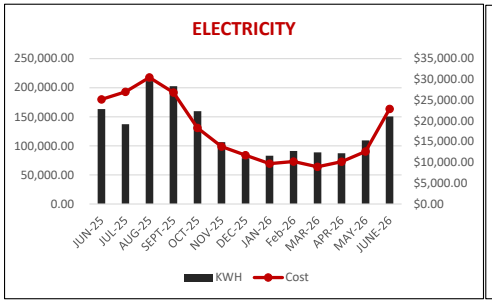
Important Information about this statement

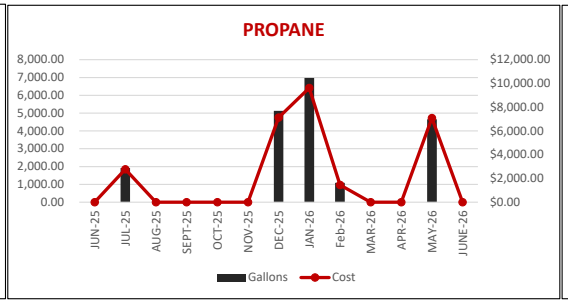
Please review this statement carefully, it is the official record of your account with Lone Star Investment Pool and First Public, LLC. If you disagree with any transaction, or if there are any errors or omissions in this statement please notify us promptly in writing, but no later than 10 business days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

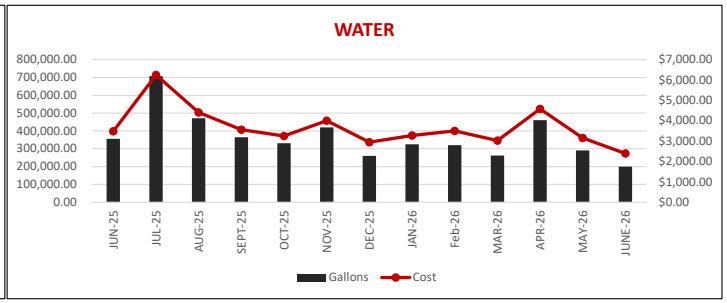
TORNILLO INDEPENDENT SCHOOL DISTRICT

UTILITY USAGE AND COST

Rolling 13 Month Comparison







Utility	JUN-25	JUL-25	AUG-25	SEPT-25	OCT-25	NOV-25	DEC-25	JAN-26	Feb-26	MAR-26	APR-26	MAY-26	JUNE-26	Totals
Electricty:														
KWH	163,101.00	137,237.00	211,317.00	202,535.00	159,507.00	106,190.00	78,939.00	83,168.00	91,356.00	88,633.00	87,237.00	109,334.00	150,568.00	1,669,122.00
Cost	$25,176.97	$27,017.33	$30,467.53	$26,835.05	$18,314.04	$13,833.00	$11,742.80	$9,718.55	$10,227.07	$8,957.43	$10,172.76	$12,633.10	$22,898.51	$227,994.14
Unit Cost	$0.15	$0.20	$0.14	$0.13	$0.11	$0.13	$0.15	$0.12	$0.11	$0.10	$0.12	$0.12	$0.15	$0.14
Propane :														
Gallons	0.00	1,920.00	0.00	0.00	0.00	0.00	5,128.70	6,975.50	1,083.40	0.00	0.00	4,658.20	0.00	19,765.80
Cost	$0.00	$2,767.77	$0.00	$0.00	$0.00	$0.00	$7,128.90	$9,617.91	$1,451.75	$0.00	$0.00	$7,080.46	$0.00	$28,046.79
Unit cost	$0.00	$0.72	$0.00	$0.00	$0.00	$0.00	$1.39	$1.38	$1.34	$0.00	$0.00	$1.52	$0.00	$1.42
Water:														
Gallons	355,300.00	706,980.00	471,020.00	364,200.00	330,750.00	419,940.00	259,480.00	325,450.00	319,740.00	261,510.00	460,400.00	290,060.00	199,870.00	4,764,700.00
Cost	$3,485.14	$6,250.65	$4,411.51	$3,559.48	$3,253.93	$4,000.75	$2,944.25	$3,281.06	$3,503.75	$3,026.94	$4,578.23	$3,154.19	$2,391.43	$47,841.31
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

	14,823.40
14	$20,437.36

Tornillo Independent School District

El Paso Electric Transformer Upgrades

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

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
8/31/2023					

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
164777	$28,732.78	First Financial Group	Consisted of Various Invoices

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

Check Register

VendorID : WestStar Bank - 100003379

903	07/08/2026	500409	Alicia Alvarado	Issued	$293.00	Employee Reimbursement Direct Deposit	
904	07/17/2026	501023	Rosa Vega-Barrio	Issued	$126.42	Employee Reimbursement Direct Deposit	
164668	07/10/2026	10138	El Paso Disposal, LP	Issued	$2,367.14	Paper Check	Utilities
164669	07/10/2026	10279	Govconnection, Inc.	Issued	$816.00	Paper Check	Technology - Voice/Data Cabling Services
164670	07/10/2026	10361	Home Depot Credit Services	Issued	$603.84	Paper Check	General maintenance supplies/repair
164671	07/10/2026	10475	Jose Trinidad Vazquez	Issued	$12.00	Paper Check	General maintenance supplies/repair
164672	07/10/2026	10630	Region 19 Education Service Center	Issued	$398.00	Paper Check	To be determined (by Business Office)
164673	07/10/2026	20206	Texas Excavation Safety System,	Issued	$2.30	Paper Check	To be determined (by Business Office)
164674	07/10/2026	20215	Spectrum Paper Co, Inc.	Issued	$252.00	Paper Check	Custodial supplies/equipment/services
164675	07/10/2026	20297	The Sherwin Williams Company	Issued	$1,196.09	Paper Check	Custodial supplies/equipment/services
164676	07/10/2026	20876	GH Dairy El Paso	Issued	$407.91	Paper Check	Kitchen - Food
164677	07/10/2026	21075	Red Door Escape Room El Paso, LLC	Issued	$835.45	Paper Check	Facility/Entertainment Rental
164678	07/10/2026	21133	Elliott Electric Supply, Inc	Issued	$423.10	Paper Check	Electrical supplies/repair
164679	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$359.10	Paper Check	To be determined (by Business Office)
164680	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$430.89	Paper Check	To be determined (by Business Office)
164681	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$46.54	Paper Check	To be determined (by Business Office)
164682	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$312.00	Paper Check	To be determined (by Business Office)
164683	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$119.48	Paper Check	To be determined (by Business Office)
164684	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$43.47	Paper Check	To be determined (by Business Office)
164685	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$430.89	Paper Check	To be determined (by Business Office)
164686	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$36.99	Paper Check	To be determined (by Business Office)
164687	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$1,911.97	Paper Check	To be determined (by Business Office)

164688	07/10/2026	21182	Stewart Southwest Security Group	Issued	$186.75	Paper Check	Contracted service
164689	07/10/2026	21183	Engage! Learning, LLC	Issued	$17,880.00	Paper Check	Instructional Supplies
164690	07/10/2026	10138	El Paso Disposal, LP	Issued	$404.84	Paper Check	Utilities
164691	07/10/2026	10190	Fabens Oil Co.	Issued	$85.38	Paper Check	Fuel
164692	07/10/2026	10361	Home Depot Credit Services	Issued	$270.62	Paper Check	General maintenance supplies/repair
164693	07/10/2026	10867	West Texas County Courier	Issued	$4,194.75	Paper Check	Newspaper/advertising
164694	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$136.50	Paper Check	To be determined (by Business Office)
164695	07/10/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$16.68	Paper Check	To be determined (by Business Office)
164696	07/17/2026	10013	Texas Department of Public Safety	Issued	$1.00	Paper Check	Financial institution services
164697	07/17/2026	10027	Amerigas Propane, L.P.	Issued	$452.53	Paper Check	Utilities
164698	07/17/2026	10139	El Paso Electric Co.	Issued	$20,919.95	Paper Check	Utilities
164699	07/17/2026	10190	Fabens Oil Co.	Issued	$144.64	Paper Check	Fuel
164700	07/17/2026	10361	Home Depot Credit Services	Issued	$115.42	Paper Check	General maintenance supplies/repair
164701	07/17/2026	10617	Pitneybowes	Issued	$200.00	Paper Check	Postage machines/supplies
164702	07/17/2026	10630	Region 19 Education Service Center	Issued	$396.00	Paper Check	To be determined (by Business Office)
164703	07/17/2026	10657	Segovia'S Distributing, Inc.	Issued	$100.80	Paper Check	Kitchen - Food
164704	07/17/2026	10867	West Texas County Courier	Issued	$2,147.50	Paper Check	Newspaper/advertising
164705	07/17/2026	20038	wholesale Lumber	Issued	$112.52	Paper Check	General maintenance supplies/repair
164706	07/17/2026	20124	Time Warner Cable Texas LLC	Issued	$68.43	Paper Check	Cabling services
164707	07/17/2026	20169	El Paso County Water Improvement	Issued	$2,391.43	Paper Check	Utilities
164708	07/17/2026	20215	Spectrum Paper Co, Inc.	Issued	$7,003.50	Paper Check	Custodial supplies/equipment/services
164709	07/17/2026	20297	The Sherwin Williams Company	Issued	$755.20	Paper Check	Custodial supplies/equipment/services
164710	07/17/2026	20301	El Paso County Tax Assessor-Coll	Issued	$10.25	Paper Check	To be determined (by Business Office)
164711	07/17/2026	20301	El Paso County Tax Assessor-Coll	Issued	$7.50	Paper Check	To be determined (by Business Office)
164712	07/17/2026	20338	Rio Seco Ag. LLC	Issued	$352.85	Paper Check	Contracted service

164713	07/17/2026	21027	LEAF Capital Funding LLC	Issued	$2,520.14	Paper Check	Copiers/supplies	
164714	07/17/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$435.70	Paper Check	To be determined (by Business Office)	
164715	07/17/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$315.00	Paper Check	To be determined (by Business Office)	
164716	07/17/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$700.00	Paper Check	To be determined (by Business Office)	
164717	07/17/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$635.94	Paper Check	To be determined (by Business Office)	
164718	07/17/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$160.30	Paper Check	To be determined (by Business Office)	
164719	07/17/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$307.23	Paper Check	Concession Supplies	
164721	07/22/2026	10268	Gibson,Ruddock,Patterson, Llc.	Issued	$630.00	Paper Check	Auditing Services	
164722	07/22/2026	10601	Office Depot	Issued	$195.56	Paper Check	Office supplies	
164723	07/22/2026	10616	Peter Piper Pizza	Issued	$96.00	Paper Check	Catering Services	
164724	07/22/2026	20297	The Sherwin Williams Company	Issued	$79.20	Paper Check	Custodial supplies/equipment/services	
164725	07/22/2026	20447	Super Chef Inc.	Issued	$1,002.50	Paper Check	Catering Services	
164726	07/22/2026	20658	Sirius Education Solutions, LLC	Issued	$4,488.75	Paper Check	Instructional Supplies	
164727	07/22/2026	20882	IXL Learning, Inc.	Issued	$6,737.50	Paper Check	Instructional Supplies	
164728	07/22/2026	20895	linde gas & equipment inc	Issued	$59.64	Paper Check	Equipment Rental	
164729	07/22/2026	21047	Rudy's West Bar-B-Q, LLC	Void with Cancel	$422.00	Paper Check	Catering Services	07/31/2026
164730	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$1,680.70	Paper Check	To be determined (by Business Office)	
164731	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$114.95	Paper Check	To be determined (by Business Office)	
164732	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$119.98	Paper Check	To be determined (by Business Office)	
164733	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$119.39	Paper Check	To be determined (by Business Office)	
164734	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$8,887.39	Paper Check	To be determined (by Business Office)	
164735	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$114.95	Paper Check	To be determined (by Business Office)	
164736	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$2,723.68	Paper Check	To be determined (by Business Office)	
164737	07/22/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$37.99	Paper Check	To be determined (by Business Office)	

164738	07/22/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$84.92	Paper Check	Concession Supplies
164739	07/22/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$217.79	Paper Check	Concession Supplies
164740	07/22/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$295.74	Paper Check	Concession Supplies
164741	07/22/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$100.28	Paper Check	Concession Supplies
164742	07/22/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$690.00	Paper Check	Concession Supplies
164743	07/31/2026	10230	Forde-Ferrier, LLC.	Issued	$3,885.00	Paper Check	Classroom supplies
164744	07/31/2026	10361	Home Depot Credit Services	Issued	$342.40	Paper Check	General maintenance supplies/repair
164745	07/31/2026	10543	Labatt Food Service	Issued	$6,473.14	Paper Check	Kitchen - Food
164746	07/31/2026	10614	Perky Press	Issued	$750.00	Paper Check	Printing services
164747	07/31/2026	10616	Peter Piper Pizza	Issued	$335.88	Paper Check	Catering Services
164748	07/31/2026	10617	Pitneybowes	Issued	$249.57	Paper Check	Postage machines/supplies
164749	07/31/2026	10657	Segovia'S Distributing, Inc.	Issued	$1,359.78	Paper Check	Kitchen - Food
164750	07/31/2026	20038	wholesale Lumber	Issued	$48.61	Paper Check	General maintenance supplies/repair
164751	07/31/2026	20060	Nasco Education LLC	Issued	$2,458.71	Paper Check	To be determined (by Business Office)
164752	07/31/2026	20215	Spectrum Paper Co, Inc.	Issued	$26.40	Paper Check	Office Supplies
164753	07/31/2026	20297	The Sherwin Williams Company	Issued	$568.20	Paper Check	Custodial supplies/equipment/services
164754	07/31/2026	20814	El Pasoans Fighting Hunger	Issued	$251.16	Paper Check	To be determined (by Business Office)
164755	07/31/2026	20876	GH Dairy El Paso	Issued	$841.85	Paper Check	Kitchen - Food
164756	07/31/2026	20895	linde gas & equipment inc	Issued	$610.61	Paper Check	Equipment Rental
164757	07/31/2026	21047	Rudy's West Bar-B-Q, LLC	Issued	$509.60	Paper Check	Catering Services
164758	07/31/2026	21132	RJ Border International LP	Issued	$1,453.15	Paper Check	Automotive parts/supplies/services
164759	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$894.00	Paper Check	To be determined (by Business Office)
164760	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$28.42	Paper Check	To be determined (by Business Office)
164761	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$244.30	Paper Check	To be determined (by Business Office)
164762	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$101.68	Paper Check	To be determined (by Business Office)

164763	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$422.00	Paper Check	To be determined (by Business Office)
164764	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$255.00	Paper Check	To be determined (by Business Office)
164765	07/31/2026	21179	U.S. Bank Corporate Payment Systems	Issued	$465.30	Paper Check	Concession Supplies
164766	07/31/2026	21189	Ruben A Galarza	Issued	$3,250.00	Paper Check	Contracted service
164767	07/31/2026	21196	Southern Dock Products	Issued	$2,745.41	Paper Check	General maintenance supplies/repair
164768	07/31/2026	10867	West Texas County Courier	Issued	$1,594.00	Paper Check	Newspaper/advertising
164769	07/31/2026	21177	U.S. Bank Corporate Payment Systems	Issued	$59.98	Paper Check	To be determined (by Business Office)
164770	07/31/2026	21195	Jo Jean Herrera Butler	Issued	$300.00	Paper Check	Contracted service
164771	07/31/2026	10724	Texas AFT- Associate Membership Program	Issued	$180.00	Paper Check	
164772	07/31/2026	10848	United Way Of El Paso County	Issued	$45.00	Paper Check	
164773	07/31/2026	20008	Texas State Teacher Association	Issued	$49.42	Paper Check	
164774	07/31/2026	20009	Association of Texas Professional Educator	Issued	$70.59	Paper Check	
164775	07/31/2026	20009	Association of Texas Professional Educator	Issued	$70.59	Paper Check	
164776	07/31/2026	20010	LegalShield	Issued	$67.76	Paper Check	
164777	07/31/2026	20011	First Financial Group of America	Issued	$28,732.78	Paper Check	
10002708	07/10/2026	20765	Commerce Bank	Issued	$7,252.70	ACH	
10002710	07/17/2026	20765	Commerce Bank	Issued	$7,047.01	ACH	
10002711	07/22/2026	20765	Commerce Bank	Issued	$4,513.82	ACH	
10002712	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$1.50	ACH	
10002713	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$785.00	ACH	
10002714	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$610.80	ACH	
10002715	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$785.00	ACH	
10002716	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$1.50	ACH	
10002717	07/31/2026	20012	Texas Child Support Disbursement Unit	Issued	$1.50	ACH	
10002718	07/31/2026	20765	Commerce Bank	Issued	$8,958.23	ACH	

200001957	07/10/2026	10105	Continental Termite & Pest Control,	Issued	$475.00	Vendor Credit Card	Contracted service
200001958	07/10/2026	10603	Oriental Trading Co., Inc.	Issued	$182.36	Vendor Credit Card	Award Items
200001959	07/10/2026	20470	O'Reilly Auto Enterprises LLC	Issued	$69.87	Vendor Credit Card	Automotive parts/supplies/services
200001960	07/10/2026	20490	Blanco Ordonez Mata & Wallace P.	Issued	$2,414.00	Vendor Credit Card	Legal
200001961	07/17/2026	10546	Lakeshore Learning Materials	Issued	$1,372.59	Vendor Credit Card	Classroom supplies
200001962	07/17/2026	10669	Sonitrol Of El Paso	Issued	$650.00	Vendor Credit Card	Security - Intrusion/Fire Alarm Services
200001963	07/17/2026	20036	Johnstone Supply	Issued	$232.28	Vendor Credit Card	General maintenance supplies/repair
200001964	07/17/2026	20470	O'Reilly Auto Enterprises LLC	Issued	$698.38	Vendor Credit Card	Automotive parts/supplies/services
200001965	07/17/2026	20663	Really Good Stuff, LLC	Issued	$5,002.67	Vendor Credit Card	Instructional Supplies
200001966	07/17/2026	20664	Region IV Education Service Center	Issued	$4,460.00	Vendor Credit Card	To be determined (by Business Office)
200001967	07/22/2026	10687	Staples Advantage	Issued	$2,314.90	Vendor Credit Card	Classroom supplies
200001968	07/22/2026	10707	TASBO	Issued	$60.00	Vendor Credit Card	To be determined (by Business Office)
200001969	07/22/2026	20774	Center for Educator Development in Fine Arts	Issued	$500.00	Vendor Credit Card	Membership Dues
200001970	07/31/2026	10105	Continental Termite & Pest Control,	Issued	$565.00	Vendor Credit Card	Contracted service
200001971	07/31/2026	10221	Flinn Scientific, Inc.	Issued	$137.40	Vendor Credit Card	Classroom supplies
200001972	07/31/2026	10706	TASB, Inc.	Issued	$140.00	Vendor Credit Card	To be determined (by Business Office)
200001973	07/31/2026	20470	O'Reilly Auto Enterprises LLC	Issued	$1,022.78	Vendor Credit Card	Automotive parts/supplies/services

Total Checks: 138

Total Amount: 213,747.42

Payee ID	Payee Name	Invoice Number	Invoice Date	Check Number	Invoice Description	Account Number	Invoice Amount	Invoice Type	Doc ID
21177	U.S. Bank National Association	114-7703380-2034643	06/16/2026	164679	Classroom materials for Summer/BOY	429-11-6399-12-044-11-1-00	359.1	PO	156881
21177	U.S. Bank National Association	NKRUB-303	06/28/2026	164680	Travel arrangements for ISTE + ASCD 2026 Conference	480-13-6411-09-999-11-0-00	430.89	PO	156901
21177	U.S. Bank National Association	114-8219248-2483428	06/16/2026	164681	Classroom materials for Summer/BOY	429-11-6399-12-044-11-1-00	46.54	PO	156881
21177	U.S. Bank National Association	0003	06/25/2026	164682	Misc. items for 2026 leadership summit	255-13-6499-00-999-11-0-00	312	PO	156634
21177	U.S. Bank National Association	114-9451544-8452210	06/16/2026	164683	For Coaches/Teachers to distribute supplies and materials	429-11-6399-12-044-11-2-00	119.48	PO	156880
21177	U.S. Bank National Association	111-4006959-5626658	06/20/2026	164684	Maintenance supplies District wide	199-51-6319-00-951-99-0-00	43.47	PO	156916
21177	U.S. Bank National Association	NKRUB-309	06/28/2026	164685	Travel arrangements for ISTE + ASCD 2026 Conference	480-13-6411-09-999-11-0-00	430.89	PO	156901
21177	U.S. Bank National Association	114-2237386-8373827	06/16/2026	164686	Classroom materials for Summer/BOY	429-11-6399-12-044-11-1-00	36.99	PO	156881
21177	U.S. Bank National Association	114-8092880-3389065	06/16/2026	164687	Classroom materials for Summer/BOY	429-11-6399-12-044-11-1-00	1,911.97	PO	156881
21177	U.S. Bank National Association	36329	05/29/2026	164694	Maintenance supplies district wide	199-51-6319-00-951-99-0-00	136.5	PO	156659
21177	U.S. Bank National Association	114-3786064-9155411	06/22/2026	164695	Maintenance supplies district wide	199-51-6319-00-951-99-0-00	16.68	PO	156659
21177	U.S. Bank National Association	658552996	07/12/2026	164714	CTAT conference car rental	244-13-6411-00-001-22-0-01	435.7	PO	156759
21177	U.S. Bank National Association	F07-294451	06/29/2026	164715	Maintenance supplies District wide	199-51-6319-00-951-99-0-00	315	PO	156916
21177	U.S. Bank National Association	000034	06/25/2026	164716	Misc. items for 2026 leadership summit	255-13-6499-00-999-11-0-00	700	PO	156634
21177	U.S. Bank National Association	Alvarado-07122026	07/12/2026	164717	Travel arrangements for CTAT Conf. - Alicia Alvarado	244-13-6411-00-041-22-0-01	635.94	PO	156843
21177	U.S. Bank National Association	S1562145	07/13/2026	164718	Maintenance supplies District wide	199-51-6319-00-951-99-0-00	160.3	PO	156916
21177	U.S. Bank National Association	114-5076658-1211468	07/16/2026	164730	Student backpacks to support community relationships.	289-11-6399-00-001-30-0-00	1,680.70	PO	156907
21177	U.S. Bank National Association	114-3956816-2017822	07/16/2026	164731	Tennis equipment	181-36-6399-00-001-91-0-78	114.95	PO	156870
21177	U.S. Bank National Association	114-1858569-6240269	07/16/2026	164732	Instructional supplies	211-11-6399-00-001-30-0-00	119.98	PO	156910
21177	U.S. Bank National Association	114-1874832-63892241	07/16/2026	164733	Tennis equipment	181-36-6399-00-001-91-0-78	119.39	PO	156870
21177	U.S. Bank National Association	112-0399327-6483410	07/16/2026	164734	Supplies for instructional staff	289-11-6399-00-999-30-0-00	8,887.39	PO	156958
21177	U.S. Bank National Association	114-3508721-1238661	07/16/2026	164735	Tennis equipment	181-36-6399-00-001-91-0-78	114.95	PO	156870
21177	U.S. Bank National Association	112-7885675-4081854	07/16/2026	164736	Supplies for instructional staff	289-11-6399-00-999-30-0-00	2,723.68	PO	156958
21177	U.S. Bank National Association	112-7066315-7655438	07/07/2026	164737	For Coaches/Teachers to distribute supplies and materials	429-11-6399-12-044-11-2-00	37.99	PO	156880
21177	U.S. Bank National Association	26-0722-601	07/22/2026	164759	Towing bus #2	199-34-6299-00-934-99-0-00	894	PO	156981
21177	U.S. Bank National Association	027949	07/19/2026	164760	Catering for 2026 PD week	255-13-6499-00-999-11-0-00	28.42	PO	156961
21177	U.S. Bank National Association	DPB1784815731	07/23/2026	164761	Catering for 2026 PD week	255-13-6499-00-999-11-0-00	244.3	PO	156961
21177	U.S. Bank National Association	X401209394-01	07/18/2026	164762	Maintenance supplies District wide	199-51-6319-00-951-99-0-00	101.68	PO	156916
21177	U.S. Bank National Association	177222	07/20/2026	164763	Catering for Teacher professional development on 7-21-26	289-13-6499-00-999-11-8-00	422	PO	156976
21177	U.S. Bank National Association	10007	07/22/2026	164764	Catering for 2026 PD week	255-13-6499-00-999-11-0-00	255	PO	156961
21177	U.S. Bank National Association	112-6687872-4938648	07/07/2026	164769	For Coaches/Teachers to distribute supplies and materials	429-11-6399-12-044-11-2-00	59.98	PO	156880
21179	U.S. Bank Sams	800000048719453	06/23/2026	164719	Misc. items for 2026 leadership summit	255-13-6499-00-999-11-0-00	307.23	PO	156636
21179	U.S. Bank Sams	800000054124790	07/16/2026	164738	Items for breakroom for Finance	199-41-6499-00-750-99-0-00	84.92	PO	156506
21179	U.S. Bank Sams	779797058751523120810	07/20/2026	164739	Teacher/Staff catering	255-13-6499-00-044-11-0-00	217.79	PO	156967
21179	U.S. Bank Sams	10440678855	07/17/2026	164740	Heavy Duty Black and Yellow Storage	244-11-6399-00-041-22-0-01	295.74	PO	156902
21179	U.S. Bank Sams	91975745574152117815 7	07/20/2026	164741	Misc. SpEd department use for hospitality and department use	199-21-6499-00-918-99-0-00	100.28	PO	156692
21179	U.S. Bank Sams	10440658266	07/17/2026	164742	Counseling suite students chair.	244-11-6399-00-041-22-0-01	690	PO	156904
21179	U.S. Bank Sams	800000058283546	07/27/2026	164765	Will be used for breakfast on the go day, Grandparents Day, Coffee with the Principal	263-61-6499-00-999-25-0-00	465.3	PO	156985
						US Bank Total	24057.12		

Txn ID	Post Date	Account #	Year	Bdgt Owner	Amount	Doc ID	System	Orig Doc. ID	Orig System	Vendor ID	Vendor Name	Invoice Date	Paid Date	Check Number	Invoice Number
1347212	6/25/2026	199-00-2110-02-000-00-0-00	2026	000	-243.09	200001955	AP Check	200001955	AP Check	20036	Johnstone Supply		6/25/2026	200001955	
1347218	6/25/2026	199-00-2110-02-000-00-0-00	2026	000	-218.94	200001956	AP Check	200001956	AP Check	20470	O'Reilly Auto Enterprises LLC		6/25/2026	200001956	
1347222	6/25/2026	199-00-2110-02-000-00-0-00	2026	000	-113.18	200001954	AP Check	200001954	AP Check	10859	Verizon Wireless		6/25/2026	200001954	
1347220	6/25/2026	199-00-2110-02-000-00-0-00	2026	000	-90.00	200001953	AP Check	200001953	AP Check	10669	Sonitrol Of El Paso		6/25/2026	200001953	
1346308	6/22/2026	199-00-2110-02-000-00-0-00	2026	000	-1447.40	200001950	AP Check	200001950	AP Check	20312	Service Supply		6/22/2026	200001950	
1346305	6/22/2026	199-00-2110-02-000-00-0-00	2026	000	-1215.00	200001949	AP Check	200001949	AP Check	20288	School Mate		6/22/2026	200001949	
1346312	6/22/2026	199-00-2110-02-000-00-0-00	2026	000	-70.35	200001947	AP Check	200001947	AP Check	20036	Johnstone Supply		6/22/2026	200001947	
1346316	6/22/2026	199-00-2110-02-000-00-0-00	2026	000	-42.00	200001945	AP Check	200001945	AP Check	10070	C & M Plaque & Trophy Inc.		6/22/2026	200001945	
1346300	6/22/2026	199-00-2110-02-000-00-0-00	2026	000	-23.73	200001951	AP Check	200001951	AP Check	20470	O'Reilly Auto Enterprises LLC		6/22/2026	200001951	
1346306	6/22/2026	211-00-2110-02-000-00-0-00	2026	000	-672.00	200001949	AP Check	200001949	AP Check	20288	School Mate		6/22/2026	200001949	
1346314	6/22/2026	255-00-2110-02-000-00-0-00	2026	000	-432.01	200001948	AP Check	200001948	AP Check	20265	4imprint, Inc.		6/22/2026	200001948	
1346310	6/22/2026	480-00-2110-02-000-00-0-00	2026	000	-2685.00	200001944	AP Check	200001944	AP Check	10035	ASCD		6/22/2026	200001944	
1342060	5/29/2026	865-00-2110-02-000-00-0-00	2026	000	-1003.50	200001934	AP Check	200001934	AP Check	20479	Entourage Imaging		5/29/2026	200001934	
1346325	6/22/2026	289-00-2110-02-000-00-0-00	2026	000	-7047.01	200001946	AP Check	200001946	AP Check	10308	Guitar Center		6/22/2026	200001946	
1349310	7/10/2026	199-00-2110-02-000-00-0-00	2026	000	-2414.00	200001960	AP Check	200001960	AP Check	20490	Blanco Ordonez Mata & Wallace F		7/10/2026	200001960	
1349306	7/10/2026	199-00-2110-02-000-00-0-00	2026	000	-475.00	200001957	AP Check	200001957	AP Check	10105	Continental Termite & Pest Contr		7/10/2026	200001957	
1350807	7/17/2026	199-00-2110-02-000-00-0-00	2026	000	-861.52	200001961	AP Check	200001961	AP Check	10546	Lakeshore Learning Materials		7/17/2026	200001961	
1350806	7/17/2026	429-00-2110-02-000-00-0-00	2026	000	-511.07	200001961	AP Check	200001961	AP Check	10546	Lakeshore Learning Materials		7/17/2026	200001961	
1349316	7/10/2026	199-00-2110-02-000-00-0-00	2026	000	-69.87	200001959	AP Check	200001959	AP Check	20470	O'Reilly Auto Enterprises LLC		7/10/2026	200001959	
1349312	7/10/2026	199-00-2110-02-000-00-0-00	2026	000	-182.36	200001958	AP Check	200001958	AP Check	10603	Oriental Trading Co., Inc.		7/10/2026	200001958	
1350797	7/17/2026	199-00-2110-02-000-00-0-00	2026	000	-232.28	200001963	AP Check	200001963	AP Check	20036	Johnstone Supply		7/17/2026	200001963	
1350803	7/17/2026	199-00-2110-02-000-00-0-00	2026	000	-698.38	200001964	AP Check	200001964	AP Check	20470	O'Reilly Auto Enterprises LLC		7/17/2026	200001964	
1350817	7/17/2026	429-00-2110-02-000-00-0-00	2026	000	-5002.67	200001965	AP Check	200001965	AP Check	20663	Really Good Stuff, LLC		7/17/2026	200001965	
1350815	7/17/2026	199-00-2110-02-000-00-0-00	2026	000	-650.00	200001962	AP Check	200001962	AP Check	10669	Sonitrol Of El Paso		7/17/2026	200001962	
1351202	7/22/2026	289-00-2110-02-000-00-0-00	2026	000	-652.61	200001967	AP Check	200001967	AP Check	10687	Staples Advantage		7/22/2026	200001967	
1351203	7/22/2026	429-00-2110-02-000-00-0-00	2026	000	-1662.29	200001967	AP Check	200001967	AP Check	10687	Staples Advantage		7/22/2026	200001967	
1351205	7/22/2026	199-00-2110-02-000-00-0-00	2026	000	-60.00	200001968	AP Check	200001968	AP Check	10707	TASBO		7/22/2026	200001968	
		Commerce			-28775.26										

August 5, 2026

Subject: Action Requested: Resolution Authorizing EPCAD Representation in the Property Value Study Process

Dear Superintendent and Board Chair:

The El Paso Central Appraisal District (EPCAD) requests that your school board pass a resolution to allow 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 only if necessary to defend EPCAD's values in your district. Please submit the resolution no later than **October 1, 2026**. Your resolution will then be included on the EPCAD Board's **November 19, 2026**, meeting agenda.

Attached is a copy of Rule 9.4302 and a sample resolution.

If you have any questions, please contact Mr. Rick Medina, Director of Administrative Services, at 915-780-2083, or you may contact me at 915-780-2088.

Thank you,

Dinah L. Kilgore

Dinah L. Kilgore
Executive Director/Chief Appraiser

5801 TROWBRIDGE DR.
EL PASO, TEXAS 79925-3346
O: 915.780-2000

DINAH L. KILGORE, RPA
EXECUTIVE DIRECTOR
CHIEF APPRAISER

BOARD OF DIRECTORS

TANNY BERG
SERGIO CORONADO
ALFRED GONZALEZ
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JACK LOVERIDGE
EDUARDO M
LAURE SEAF
JACKIE YOR

Texas Administrative code Title 34, Part 1, Chapter 9, Subchapter L.

Rule 9.4302

Paragraph (e) (2) A chief appraiser or other employee of an appraisal district that appraises property for a school district protesting the comptroller's property value study findings may not be designated as the agent for the protesting school district unless:

(A) the governing body of the appraisal district authorizes the chief appraiser or other employee of the appraisal district to act as agent for the protesting school district;

(B) the governing body of the protesting school district authorizes the chief appraiser or other employee of the appraisal district to act as agent for the school district; and

(C) the superintendent of the protesting school district signs the petition representing that the chief appraiser or other employee of the appraisal district has been properly authorized pursuant to this subchapter and the laws of the State of Texas to act as agent for the school district

RESOLUTION AUTHORIZING EPCAD REPRESENATION IN THE PROPERTY VALUE STUDY PROCESS

WHEREAS, the Texas Comptroller's Office has published preliminary findings of taxable value for Tornillo ISD for tax year 2026; and

WHEREAS, Tornillo ISD desires to protest such preliminary value findings pursuant to Texas Government Code§§ 403.303 and 34 Texas Administrative Code§§ 9.4301-9.4317; and

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF TORNILLO ISD THAT:

1. The El Paso Central Appraisal District is hereby designated as Tornillo ISD's agent for all property tax matters related to protesting the Texas Comptroller's preliminary findings of taxable value for tax year 2026

2. The Superintendent of Tornillo ISD is authorized to submit all documents and forms necessary to evidence such designation, as required by law.

This Resolution was adopted upon a motion made by Trustee _____,

seconded by Trustee _____, and approved by a vote of _____ in favor and

_____ opposed on this 26th day of August, 2026.

_____
Board President/Chairperson

_____
Board Secretary

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

Finance Department
19200 Cobb Street
Tornillo, TX 79853
Phone 915.765.3010

MEMORANDUM

To: Members of the Board of Trustees
From: Myrna Lopez, Director of Administrative Services
Subject: Approval to Submit a Maximum Class Size Exception Waiver to the Texas Education Agency
Date: August 15, 2026

History:
Texas school districts must request a class size exception for any prekindergarten through fourth-grade classroom that exceeds the 22-student limit to TEA (Texas Education Code §25.112).

Under the Tornillo District of Innovation Plan (DOI), a waiver on Class Sizes can be granted however, our district's DOI plan only allows a class size to go up to 23 students.

During the 2025–2026 school year, our district submitted a waiver because two classrooms exceeded the limit on the first day of school:

- Bilingual Kindergarten Classroom: 24 students
- Monolingual First Grade: 23 students

Rationale:
As of August 15, 2026, Tornillo Elementary had two classrooms that had exceeded the class size.

As required, once the exception is granted, our district would provide written notice to the parents/guardians of each student affected by the waiver.

- Bilingual Kindergarten Classroom: 24 students
- Monolingual First Grade: 23 students

Budget Impact:

- No budget impact.

ADMINISTRATIVE RECOMMENDATION:
The Administration recommends that the Board of Trustees approve the submission of a "Maximum Class Size Exception Waiver Application" to the Texas Education Agency.

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
Love Serve Care
19200 Cobb Ave | PO Box 170 | Tornillo, TX 79853 | P: (915) 765-3000 | F: (915) 765-3099

RESOLUTION OPPOSING THE PROPOSED BORDER HIGHWAY EAST EXTENSION OF STATE LOOP 375 IN ITS CURRENTLY CONTEMPLATED FORM AND ALIGNMENT

WHEREAS, the Tornillo Independent School District ("Tornillo ISD" or the "District") is committed to protecting the safety, educational opportunities, transportation needs, and long-term interests of its students, families, employees, and the communities served by the District; and

WHEREAS, the Texas Department of Transportation ("TxDOT") is conducting the Border Highway East Corridor Study, which contemplates an approximately 20-mile extension of the César Chávez Border Highway (State Loop 375) from the Americas Avenue area southeast toward the Lower Valley, including areas in the vicinity of Fabens and Tornillo; and

WHEREAS, TxDOT has identified regional transportation, freight mobility, congestion reduction, and improved connectivity as purposes of the proposed Border Highway East Corridor, including improving transportation connections and the movement of commercial freight associated with international trade; and

WHEREAS, the Board of Trustees recognizes that major transportation infrastructure projects may have long-term effects on students, families, schools, school transportation operations, agricultural operations, private property, businesses, emergency response, pedestrian safety, community connectivity, and the quality of life of communities served by Tornillo ISD; and

WHEREAS, the proposed Border Highway East Corridor has the potential to affect Tornillo ISD students, employees, school bus routes, transportation operations, school facilities, access to schools, emergency access, pedestrian movement, traffic patterns, and the District's ability to safely and efficiently provide educational services to its students; and

WHEREAS, the Lower Valley has a rich agricultural and cultural history extending more than 400 years, and Tornillo ISD recognizes the importance of preserving and sharing that history and culture with its students as an important component of the community and educational experience; and

WHEREAS, the Board is concerned that construction of the proposed Border Highway East Corridor could substantially alter the agricultural landscape, historic character, established communities, and cultural features of the Lower Valley that have shaped the region and the communities served by Tornillo ISD; and

WHEREAS, Tornillo ISD and the communities it serves have experienced significant challenges associated with water scarcity over the past several decades, and the District recognizes the importance of regional water infrastructure and conservation efforts to the continued sustainability of the Lower Valley; and

WHEREAS, the Board is concerned that the proposed Border Highway East Corridor could adversely affect existing and planned water infrastructure, conservation efforts, water resources, or other

infrastructure necessary to support the region's long-term water needs, and believes that such potential impacts should be thoroughly evaluated before the project proceeds; and

WHEREAS, the Board is concerned that significant public expenditures associated with the proposed Border Highway East Corridor could affect the availability or prioritization of transportation funding for other transportation, roadway, safety, and infrastructure needs within the Lower Valley, particularly at a time when governmental entities and communities are experiencing increasing budgetary pressures; and

WHEREAS, the Board believes that transportation investments affecting the Lower Valley should be evaluated based upon their demonstrated regional benefits, costs, impacts, and available alternatives, and that limited public resources should be responsibly considered in relation to existing roadway, safety, infrastructure, and community needs; and

WHEREAS, the Lower Valley and El Paso County contain important natural habitats and areas of biodiversity, including the Rio Bosque Wetlands Park and other wetlands and natural areas that provide opportunities for environmental education, recreation, wildlife habitat, and community engagement; and

WHEREAS, many Tornillo ISD students and families utilize natural areas, including the Rio Bosque Wetlands, as places of learning, exploration, environmental awareness, and community engagement; and

WHEREAS, the Board is concerned that the proposed Border Highway East Corridor could adversely affect wetlands, wildlife habitat, biodiversity, and other natural resources in the Lower Valley, and believes that such potential impacts should be thoroughly evaluated and minimized to the greatest extent practicable; and

WHEREAS, the Board recognizes that the Lower Valley includes established agricultural and residential communities, private property, local businesses, natural resources, wetlands, wildlife habitats, and other resources that may be affected by the proposed corridor; and

WHEREAS, the Board recognizes concerns expressed by residents, agricultural producers, property owners, businesses, community organizations, and other stakeholders regarding potential impacts associated with the proposed corridor, including impacts to agricultural operations, private property, businesses, water infrastructure, natural resources, biodiversity, community connectivity, and established communities; and

WHEREAS, the Board believes that the potential impacts of the proposed Border Highway East Corridor on students, schools, school transportation, families, educational resources, and the communities served by Tornillo ISD warrant careful consideration before any final decision regarding the alignment, design, or implementation of the proposed corridor is made; and

WHEREAS, the Board believes that legitimate regional transportation and freight-mobility needs should be considered together with the safety, educational, environmental, agricultural, economic, cultural, water-resource, and community interests that may be affected by the proposed project; and

WHEREAS, the Board recognizes that TxDOT possesses the statutory authority and responsibility for planning, developing, and maintaining the state transportation system and does not seek through this resolution to exercise, restrict, or interfere with TxDOT's legal authority; and

WHEREAS, the Board's purpose in adopting this resolution is to formally communicate the District's institutional position concerning a proposed transportation project that may materially affect the safety, transportation operations, educational services, students, families, facilities, educational resources, and communities served by Tornillo ISD; and

WHEREAS, the Board believes that reasonable alternative alignments, transportation solutions, design modifications, and mitigation measures should be fully evaluated before proceeding with the proposed Border Highway East Corridor in its currently contemplated form and alignment; and

WHEREAS, the Board believes that affected school districts and communities should have meaningful, timely, transparent, and accessible opportunities to participate in applicable planning and environmental review processes associated with the proposed project;

NOW, THEREFORE, BE IT RESOLVED that the Tornillo Independent School District Board of Trustees hereby opposes the proposed Border Highway East extension of State Loop 375 in its currently contemplated form and alignment because of the potential adverse impacts of the proposed corridor on Tornillo ISD students, families, employees, school transportation operations, school facilities, agricultural communities, private property, businesses, water infrastructure, natural resources, wetlands, wildlife, biodiversity, community connectivity, the historic and cultural character of the Lower Valley, and the overall quality of life of the communities served by the District; and

BE IT FURTHER RESOLVED that the Board respectfully urges TxDOT and other responsible governmental entities not to proceed with the proposed Border Highway East Corridor in its currently contemplated form and alignment without fully evaluating reasonable alternatives and the potential impacts of the proposed corridor on students, schools, school bus routes, student transportation, pedestrian safety, emergency response, agricultural operations, private property, businesses, water infrastructure, environmental resources, wetlands, wildlife, biodiversity, historic and cultural resources, and community connectivity; and

BE IT FURTHER RESOLVED that the Board requests that TxDOT fully evaluate and publicly communicate, consistent with applicable law and applicable planning and environmental review requirements, the potential impacts of each proposed corridor alternative on Tornillo ISD students, school facilities, school transportation routes, student safety, pedestrian access, traffic patterns, emergency response, water infrastructure, educational resources, and other District operations, as well as impacts on affected communities; and

BE IT FURTHER RESOLVED that the Board respectfully requests that TxDOT evaluate the potential effects of the proposed corridor on regional water infrastructure, water conservation efforts, wetlands, wildlife habitat, biodiversity, agricultural lands, historic and cultural resources, and educational and recreational resources used by students and families, and identify reasonable measures to avoid, minimize, or mitigate such impacts; and

BE IT FURTHER RESOLVED that the Board respectfully requests that TxDOT give serious consideration to reasonable alternative alignments, transportation solutions, design modifications, and mitigation measures that could address legitimate regional transportation and freight-mobility needs while avoiding or substantially minimizing adverse impacts on students, schools, agricultural lands, private

property, businesses, water infrastructure, natural habitats, wetlands, wildlife, biodiversity, historic and cultural resources, community connectivity, and established communities; and

BE IT FURTHER RESOLVED that the Board believes that public transportation funding should be evaluated carefully in light of the Lower Valley's existing roadway, transportation, safety, infrastructure, and community needs, and respectfully requests that the costs and demonstrated regional benefits of the proposed Border Highway East Corridor be transparently evaluated in comparison with other transportation investments and reasonable alternatives; and

BE IT FURTHER RESOLVED that the Board requests continued, meaningful, transparent, and accessible public engagement throughout the corridor study and applicable planning, environmental review, design, and subsequent phases of the project, including appropriate opportunities for affected school districts and other stakeholders to receive information and provide substantive input; and

BE IT FURTHER RESOLVED that the Board requests that Tornillo ISD be recognized and included as an appropriate stakeholder in discussions concerning any proposed corridor alignment, design, construction activity, or project component that could affect District facilities, school transportation routes, student safety, pedestrian access, traffic patterns, emergency response, school operations, access to District property, educational resources, or other District interests; and

BE IT FURTHER RESOLVED that the Board encourages appropriate communication and collaboration among TxDOT, Tornillo ISD, affected governmental entities, school districts, emergency service providers, and other appropriate stakeholders concerning the potential effects of the proposed corridor on students, schools, school transportation, District operations, educational resources, and the communities served by Tornillo ISD; and

BE IT FURTHER RESOLVED that the Board's opposition expressed in this resolution is directed specifically to the Border Highway East extension in its currently contemplated form and alignment and shall not be construed as opposition to reasonable transportation improvements, regional mobility initiatives, or future transportation proposals that may be presented for consideration and that materially differ from the currently contemplated corridor; and

BE IT FURTHER RESOLVED that nothing in this resolution shall be construed as an attempt by Tornillo ISD or its Board of Trustees to exercise authority over TxDOT, the Texas Transportation Commission, federal transportation authorities, El Paso County, municipalities, or any other governmental entity possessing legal authority over the planning, approval, construction, acquisition of right-of-way, or operation of transportation infrastructure; and

BE IT FURTHER RESOLVED that nothing in this resolution authorizes or directs the expenditure of District funds or the use of District resources for electioneering, political advertising, or advocacy prohibited by applicable law, including advocacy for or against any candidate, measure, or political party; and

BE IT FURTHER RESOLVED that any communication or activity undertaken by the District pursuant to this resolution shall be limited to lawful governmental communication and activities reasonably related to the District's institutional interests identified in this resolution, including communicating the Board's adopted position, providing factual information concerning potential impacts on students and District

operations, participating in appropriate governmental or stakeholder meetings, and providing input through applicable governmental planning or review processes; and

BE IT FURTHER RESOLVED that the Superintendent of Schools, or designee, is authorized to communicate this resolution and the Board's opposition to the proposed Border Highway East Corridor in its currently contemplated form and alignment to TxDOT and appropriate governmental representatives and to participate in appropriate stakeholder meetings and governmental proceedings concerning the project, consistent with applicable law and District policy; provided, however, that the Superintendent or designee shall not modify, withdraw, or otherwise alter the Board's official position stated in this resolution without further action by the Board of Trustees; and

BE IT FINALLY RESOLVED that the Tornillo Independent School District Board of Trustees respectfully urges TxDOT and other responsible governmental entities to carefully consider the concerns and opposition expressed in this resolution and to pursue transportation solutions that protect the safety, educational opportunities, educational resources, environmental resources, and long-term interests of students, families, schools, and the communities served by Tornillo ISD.

ADOPTION

This Resolution was considered and adopted by the Tornillo Independent School District Board of Trustees at a duly called meeting held on this _____day of _____, 2026.

TORNILLO INDEPENDENT SCHOOL DISTRICT

BOARD OF TRUSTEES

President, Board of Trustees

Secretary, Board of Trustees

Superintendent of Schools

06/10/2026

Attn: Tornillo Independent School District

At Frontline Education, we remain committed to delivering value and growth for your district. We are building for your future and remain focused on:

- Delivering industry-leading solutions and technology for K-12
- Investing in research and innovation to enhance your experience
- 150+ new hires to strengthen the client success organization
- Driving an AI-powered transformation
- Backed by Roper Technologies for sustainable growth

Frontline Education Renewal Quote: Q-261487

Description	Start Date	End Date	Qty	Rate	Amount
Frontline ERP, unlimited usage for internal employees	9/16/2026	9/15/2027	1	$50,697.45	$50,697.45
Total					**$50,697.45**

Please confirm receipt of your quote

Any questions?
Please contact your dedicated Client Value Partner, Wendy Stanley at wstanley@frontlineed.com or check out our new Renewal FAQ Resource Center.

Minutes of Regular Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853
Wednesday, July 29, 2026

Present: Ofelia Bosquez, Marlene Bullard, Ines Delgado, Ida Estrada, Maria Saldana
Absent: Hector Lopez, Enrique Vega.

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

5:30PM – 5:32PM

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

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

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

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

2. **(OTHER) Superintendent's Report**

5:32PM – 5:35PM

Dr. Rosa Vega-Barrio, Superintendent, presented the Board of Trustees with the Superintendent's Report.
No Action Necessary.

3. **(OTHER) District Recognitions**

A. Perfect Attendance for 2025-2026 SY

5:35PM – 5:40PM

Dr. Rosa Vega-Barrio, Superintendent, recognized students with perfect attendance for the 2025-2026 SY.

5:46PM – 5:48PM

No Action Necessary.

4. **(OTHER) Open Forum**

5:40PM – 5:46PM

- Bryan Alvarez, TISD Community Member, participated in Open Forum. He spoke regarding the salary increase proposed during the June board meeting.

5. **Lone Star Governance**

A. **Student Outcome Monitoring:**

1. 3rd - 8th Grade STAAR Results

5:48PM – 6:07PM

Mrs. Dania Sotelo, PK-6 Assistant Principal, presented the Board of Trustees with the 3rd – 8th Grade STAAR Results.
No Action Necessary.

2. CCMR Data for 2025-2026 SY

6:07PM – 6:09PM

Mrs. Maria Morales, CTE Coordinator, presented the Board of Trustees with the CCMR Data for 2025-2026 SY.
No Action Necessary.

6:09PM – 6:11PM

3. TSIA Data
Mrs. Joanna Hernandez, College & Career Readiness Advisor, presented the Board of Trustees with the TSIA Data.
No Action Necessary.

6:11PM – 6:16PM

4. EOC / STAAR Results
Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the EOC / STAAR Results.
No Action Necessary.

6:16PM – 6:17PM

5. AP Spanish Data
Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the AP Spanish Data.
No Action Necessary.

6:17PM – 6:22PM

6. OBM Report for Early College High School
Mrs. Elizabeth Otero, THS Assistant Principal, presented the Board of Trustees with the OBM Report for Early College High School.
No Action Necessary.

6:22PM – 6:23PM

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

6:23PM – 6:24PM

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

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

6:24PM – 6:26PM

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

6:26PM – 6:27PM

B. Quarterly Investment Report - Quarter Ending June 30, 2026
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Quarterly Investment Report – Quarter Ending June 30, 2026.
No Action Necessary.

6:27PM – 6:48PM

C. Virtual / Hybrid Learning Program
Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the Virtual / Hybrid Learning Program.
No Action Necessary.

6:48PM – 6:56PM

D. AI Framework and Handbook
Mrs. Loretta Aguilar, Instructional Specialist - Technology and Mr. Christopher Escarsega, Network Administrator, presented the AI Framework and Handbook.
No Action Necessary.

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

A. **Purchases > $25,000 threshold - Authorization**

1. Consider Approval of Purchase of Vehicles for the Maintenance Department

6:56PM – 7:06PM

Mr. Rene Estrada, Maintenance / Transportation Director, presented the Board of Trustees with the Purchase of Vehicles for the Maintenance Department.

Ofelia Bosquez made the motion and Maria Saldana seconded the motion to approve the purchase of vehicles for the maintenance department.

Passed.

Ida Estrada: Abstain (Without Conflict), Ines Delgado: Nay, Ofelia Bosquez: Yea, Marlene Bullard: Yea, Maria Saldana: Yea

Yea: 3, Nay: 1, Abstain (Without Conflict): 1

B. Discussion and possible action to enter an order for the general election on November 3, 2026, and other matters incident and related thereto.

7:06PM – 7:09PM

Ms. Marlene Bullard, Board President

Ofelia Bosquez made the motion and Maria Saldana seconded the motion to approve order for general election on November 3, 2026, and other matters incident and related thereto.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea

Yea: 5, Nay: 0

C. Discussion and Possible Action Regarding Contracted Services for Speech Language Therapy

7:09PM – 7:12PM

Mrs. Sandra Garcia, HR Generalist, presented the Board of Trustees with Contracted Services for Speech Language Therapy.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve using contracted services for speech language therapy.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea

Yea: 5, Nay: 0

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

7:12PM – 7:15PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the District’s Property Values and the Funding Lag.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the District's Property Values and the Funding Lag.

Passed.

Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea

Yea: 5, Nay: 0

E. Consider Approval of Stipends for Virtual / Hybrid Learning Program

7:15PM – 7:28PM

Mr. Alejandro Olvera, THS Principal, presented the Board of Trustees with the Stipends for Virtual / Hybrid Learning Program.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve Stipends for Virtual / Hybrid Learning Program.

Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

F. Consider Approval of Annual Required Professional Development per Policy DMA (LOCAL)

7:28PM – 7:30PM

Mrs. Myrna Lopez, Director of Administrative Services, presented the Board of Trustees with the Annual Required Professional Development per Policy DMA (LOCAL).
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Annual Required Professional Development per Policy DMA (LOCAL).
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

(STRUCTURE) Consent Agenda

7:30PM – 7:37PM

(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 - June 17, 2026
B. Consider Approval of Disposal - Technology Equipment and Other
C. Consider Approval of Budget Amendments
D. Consider Approval of Revised MOU with UTEP for Residency Program

Ines Delgado requested consent agenda item 10.C. be removed from consent agenda for separate consideration. With consent agenda item 10.C. removed, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve consent agenda items, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

10.C. – Consider Approval of Budget Amendments
Mrs. Ines Delgado pulled item for clarification. Mr. Luis M. Guerra, Director of Finance, provided additional information about the amendments.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Budget Amendments, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

10. **(OTHER) Executive Session. The Board will enter into a closed session 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.**

7:37PM – 8:27PM

The Board of Trustees entered into Executive Session at 7:37 PM for deliberation.

A. Discussion Regarding the Ground Lease between The University of Texas System Board of Regents (UT Lands) and Tornillo ISD for the Premises at Coyote Park
B. Discussion Regarding an Interlocal Agreement for the Use and Maintenance of Coyote Park

No Action was taken during Executive Session.

The Board of Trustees Reconvened from Executive Session at 8:27 PM.

11. **(STRUCTURE) Continuation of Board Items in Open Session**

8:27PM – 8:29PM

A. Discussion and Possible Action Regarding the Ground Lease between the University of Texas System Board of Regents (UT Lands) and Tornillo ISD for the Premises at Coyote Park
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Ground Lease between the University of Texas System Board of Regents (UT Lands) and Tornillo ISD for the Premises at Coyote Park.
Marlene Bullard made the motion and Ida Estrada seconded the motion to approve the release and termination of Ground Lease between the University of Texas System Board of Regents (UT Lands) and Tornillo ISD for the Premises at Coyote Park. Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

8:29PM – 8:30PM

B. Discussion and Possible Action Regarding an Interlocal Agreement for the Use and Maintenance of Coyote Park
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Interlocal Agreement for the Use and Maintenance of Coyote Park.
Marlene Bullard made the motion and Ida Estrada seconded the motion to approve the Interlocal Agreement for the Use and Maintenance of Coyote Park, as presented. Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

12. **Next Meeting Tentative Date:** August 26, 2026

8:30PM

There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 8:30 PM.

_____

Marlene Bullard Date
President, Board of Trustees

_____

Ofelia Bosquez Date
Secretary, Board of Trustees

Minutes of Special Board Meeting

W.E. Neill Service Center, 19210 Cobb, Tornillo, TX 79853
Monday, August 17, 2026

Present: Ofelia Bosquez, Marlene Bullard, Ines Delgado, Ida Estrada, Maria Saldana
Absent: Hector Lopez, Enrique Vega.

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

5:30PM – 5:31PM

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

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

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

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

5:31PM – 5:32PM

2. **(OTHER) Open Forum –** None

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

5:32PM – 5:57PM

A. Public Hearing on Budget and Tax Rate for 2026-2027 Fiscal Year
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Public Hearing on Budget and Tax Rate for 2026-2027 Fiscal Year.
No Action Necesssary.

4. **(STRUCTURE) Board Items**

5:57PM – 6:00PM

A. Consider Approval of Budget for 2026-2027 Fiscal Year
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Budget for 2026-2027 Fiscal Year.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve budget for 2026-2027 fiscal year, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

6:00PM – 6:04PM

B. Consider Approval of the 2026-2027 Maintenance and Operations Tax Rate
Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the 2026-2027 Maintenance and Operations Tax Rate.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the 2026-2027 Maintenance and Operations Tax Rate, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

C. Consider Approval of the 2026-2027 Interest and Sinking Fund Tax Rate

6:04PM – 6:07PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the 2026-2027 Interest and Sinking Fund Tax Rate.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the 2026-2027 Interest and Sinking Fund Tax Rate, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

D. Consider Approval of Resolution which Officially Levies the Tax Rate for the FY 2026-2027 School Year

6:07PM – 6:11PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Resolution which Officially Levies the Tax Rate for the FY 2026-2027 School Year.
Ofelia Bosquez made the motion and Marlene Bullard seconded the motion to approve the resolution which officially levies the tax rate for the FY 2026-2027 school year, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

E. Consider Approval of Tax Ratification Election - November 3, 2026

6:11PM – 6:14PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Tax Ratification Election – November 3, 2026.
Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the tax ratification election - November 3, 2026, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

F. Consider Approval of Joint Election Service Contract between Tornillo ISD and El Paso County

6:14PM – 6:18PM

Mr. Luis M. Guerra, Director of Finance, presented the Board of Trustees with the Joint Election Service Contract between Tornillo ISD and El Paso County.
Ofelia Bosquez and Ida Estrada seconded the motion to approve the Joint Election Service Contract between Tornillo ISD and El Paso County, as presented.
Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

6:18PM – 6:37PM

G. Consider Approval of Stipend Chart ~~for~~ the 2026-2027 School Year

6:37PM – 7:47PM

Mrs. Sandra Garcia, HR Generalist, presented the Board of Trustees with the Stipend Chart for the 2026-2027 School Year.

7:47PM – 7:48PM

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to enter closed session to discuss item. The Board of Trustees entered closed session at 6:37PM. The Board of Trustees reconvened from closed session at 7:47 PM. No action was taken during closed session.

Ofelia Bosquez made the motion and Ida Estrada seconded the motion to approve the Stipend Chart for the 2026-2027 School Year as discussed in closed session. Passed.
Ofelia Bosquez: Yea, Marlene Bullard: Yea, Ines Delgado: Yea, Ida Estrada: Yea, Maria Saldana: Yea
Yea: 5, Nay: 0

5. **(OTHER) Executive Session. The Board will enter into a closed session to discuss the following items under Sections 551.074 and 551.071, Texas Government Code. The Board will reconvene into open session to take any necessary action.**

7:48PM – 8:39PM

The Board of Trustees entered into Executive Session at 7:48 PM for deliberation.

A. Discussion regarding status pending TEA investigation Case Number: 2026-04-0243 to include any necessary advice from legal counsel.

No Action was taken during Executive Session.

The Board of Trustees Reconvened from Executive Session at 8:39 PM.

6. **(STRUCTURE) Continuation of Board Items in Open Session**

7. **Next Meeting Tentative Date:** August 26, 2026

8:39PM

There being no further business, Ofelia Bosquez made the motion and Ida Estrada seconded the motion to adjourn the meeting. Motion passed unanimously. Meeting adjourned at 8:39 PM.

_____

Marlene Bullard — Date
President, Board of Trustees

_____

Ofelia Bosquez — Date
Secretary, Board of Trustees

Texas Student Data Systems (TSDS) Support Cooperative
2026-2027 Memorandum of Understanding (MOU)
071908 – Tornillo ISD

The above listed LEA agrees to participate in the Texas Student Data Systems (TSDS), Support Cooperative with Education Service Center Region 19 (ESC Region 19) during the 2026-2027 school year,

Description:

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

The TSDS Support Cooperative cost,

- **TSDS Support ($1,500)** - This level of support will maintain the LEA's steward's knowledge base and provide support for all current and any new core collections for TSDS.

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

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

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

TSDS Fee Based Services - ESC Region 19 agrees to:

- Provide support and train-the-trainer sessions to the LEA's TSDS TIMS steward.
- Provide support and train-the-trainer sessions to the LEA's Technical steward.
- Provide support and train-the-trainer sessions to assist LEA's with TSDS PEIMS.
- Provide support and train-the-trainer sessions to support current TSDS Core Collections.
- Provide two sessions on the latest updates affecting all TSDS collections.
- Provide monthly zoom meetings to cover the latest updates from TEA regarding TSDS.
- Monitor and review all LEA's data submissions to ensure that TEA due dates are being met.
- Provide LEA's PEIMS Coordinators with TSDS PEIMS file comparisons with prior year submissions.
- After hours support services, ESC Region 19 TSDS personnel will work collaboratively with the LEA's TSDS stewards to assist with required TSDS Submissions, to meet state mandated deadlines. This service provided only on dates files are due to TEA provided advance notice is received.

ESC 19
EDUCATION SERVICE CENTER
REGION 19 • EL PASO, TX

Each participating LEA agrees to:

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

Membership Options

Initial the Selected Option

_____ **Option 1.) TSDS Co-op Member – Membership Fee $1,500.00**

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

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

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

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

_____ _____
Signature of Superintendent / Designee **Date**

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

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

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

For additional information, contact:

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

IN THE STATE OF TEXAS
COUNTY OF EL PASO

INTERLOCAL AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM 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", and the Ysleta Board of Trustees, hereinafter referred to as the "**YISD Board**"; and the following school districts: 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 the "**Districts**" and individually as a "**Participating District**." These parties enter into this Agreement for the purpose of establishing their respective responsibilities for the operation of the Juvenile Justice Alternative Education Program ("**JJAEP**"). Nothing in this Agreement shall be construed to create a direct contractual relationship between any Participating District and YISD in its capacity as the provider of JJAEP educational services.

1. PURPOSE

The purpose of this Agreement is to provide for the establishment, by the Board, of a JJAEP approved by the Texas Juvenile Justice Department ("**TJJD**") and operated by the YISD, for eligible students of the Participating Districts, as permitted by Texas Education Code § 37.011(e). This Agreement serves to establish a unified system of operational, programmatic, and educational standards for the JJAEP as required under Texas Education Code § 37.011(e) and Title 37, Texas Administrative Code, Chapter 348. The JJAEP shall serve only 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). The El Paso County Juvenile Probation Department shall administer funding for such placements in accordance with applicable TJJD requirements. The El Paso County JJAEP is dedicated to providing a safe, inclusive, and productive educational environment for these students, with the academic mission of enabling them 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 Avenue, El Paso, Texas, 79915 ("**JJAEP Campus**"), unless relocated pursuant to Section 25 of this Agreement ("**Change of Campus Location**").

2. DUTIES OF THE JUVENILE BOARD AND JJAEP ADMINISTRATOR

For purposes of this Agreement, the Diversionary and JJAEP Programs Supervisor of the El Paso County Juvenile Probation Department, or his/her designee, shall serve as the JJAEP Administrator

and shall be responsible for performing all duties assigned to the JJAEP Administrator under this Agreement and applicable TJJD standards.

For the provision of JJAEP services, and in consideration of YISD's operation of the educational component of the JJAEP, the Juvenile Board, by and through the County of El Paso, agrees to compensate YISD at the daily rate approved by TJJD for each YISD or Participating District student enrolled in the JJAEP. Payments shall be made using state-appropriated funds from TJJD for the applicable school year, along with any pass-through funding provided by the Participating Districts. TJJD funding may also include settle-up funds resulting from 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 may be subject to change throughout the year. Payments shall be made to the attention of YISD's Chief Financial Officer on a quarterly basis, with the first payment due on or before December 15 of the applicable school year. All amounts due under this Agreement shall be paid no later than sixty (60) days following the conclusion of the respective school year.

The Board and the JJAEP Administrator shall monitor program compliance and performance. An annual JJAEP Performance Review shall be conducted following the conclusion of each school year and prior to the start of the subsequent school year to evaluate the effectiveness of the JJAEP. Additionally, an annual JJAEP Management Review of operational practices shall be completed. The JJAEP Administrator shall provide copies of both reports to the YISD School Board President, Trustees, and Superintendent within thirty (30) days following review by the Juvenile Board.

3. DUTIES OF YISD AND THE DISTRICTS

YISD shall provide the facilities, personnel, and services necessary to operate the JJAEP on behalf of the Board in accordance with the Texas Administrative Code, Chapter 348 and the Texas Education Code § 37.011(e). The educational components of the JJAEP shall be subject to the policies adopted by the YISD Board. YISD shall implement the programmatic and procedural components of the JJAEP as outlined in the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, as well as the applicable requirements of Title 37, Texas Administrative Code, Chapter 348. Based on current building code capacity limitations, YISD shall not be required to enroll more than thirty (30) students in the JJAEP at any one time one time ("**capacity**").

YISD agrees to continue providing the personnel and services necessary to operate the JJAEP, including the implementation of a Continuity of Operations Plan ("**C.O.O.P.**") to ensure uninterrupted educational services in accordance with the Texas Education Code, Texas Education Agency requirements, Title 37, Texas Administrative Code, Chapter 348, the Texas Juvenile Justice Department standards, guidance from the Department of Public Health, and directives issued by the Local Health Authority. The C.O.O.P. must address potential modifications to JJAEP educational services in the event of a pandemic, natural disaster, or other emergency affecting normal operations. YISD further agrees to provide a copy of the YISD JJAEP Plan of Action prior to the start of the 2026-2027 school year. This plan shall include details regarding instructional delivery methods (synchronous, asynchronous, traditional, hybrid, or online), student and staff safety procedures, transportation procedures, meal service procedures, student search procedures, attendance

recordkeeping procedures, and other operational components necessary to maintain continuity of services. YISD shall provide updates to the JJAEP Plan of Action as revisions occur throughout the school year.

Each Participating District, including YISD, agrees to comply with the requirements of this Agreement, the El Paso County Juvenile Probation Department's JJAEP Policies, Procedures, and Standards, and the applicable provisions of the Texas Administrative Code in support of the successful transition of students to and from the JJAEP.

4. TERMS OF PLACEMENT DUE TO EXPULSION

To be eligible for expulsion and subsequent placement in the JJAEP, a Participating District must expel a student who commits a mandatory expulsion offense as defined under Texas Education Code § 37.007(a), (d), or (e), regardless of whether the offense occurred on or off school property. A complete list of applicable **MANDATORY EXPULSIONS OFFENSE CODES** is included in (**EXHIBIT "A")**, attached hereto. Furthermore, to be accepted for placement in the JJAEP, the student must be expelled for a minimum of seventy-five (75) school days. The maximum expulsion term shall not exceed one hundred eighty (180) school days, except in cases involving a firearm, for which the maximum term shall be one (1) calendar year. Expulsion terms beyond one (1) calendar year may only occur in accordance with applicable state law and Participating District policy. While Texas Education Code § 37.011(k)(3) permits placement in a JJAEP based on serious misbehavior, as defined in Texas Education Code § 37.007(c), the Board and YISD shall only accept students who have been expelled for mandatory offenses listed in Exhibit A.

To be placed in JJAEP, a student must be at least ten (10) years of age and enrolled in the sixth (6th) grade or higher. Prior to making a JJAEP placement recommendation, the Participating District shall consider all applicable mitigating factors, exhaust all appeals, and explore all available Disciplinary Alternative Education Programs (DAEP) placements options. The Participating District acknowledges and agrees that eligible elementary students who are ten (10) years of age and enrolled in the sixth (6th) grade may be placed at Cesar Chavez Academy's Middle School and receive educational services alongside middle school students. Such placement shall not exceed twenty (20) school days, and enrollment of any elementary school student shall not require YISD to add or reassign staff to meet teacher-to-student ratios at secondary level. All Participating Districts acknowledge and accept that YISD may, but is not required to, separate middle school students from high school students enrolled in the JJAEP.

The Participating District shall provide a copy of the expulsion notice and all required documentation to the El Paso County Juvenile Probation Department pursuant to Texas Education Code § 37.007 and the Texas Family Code § 52.041 no later than two (2) school days after the final appeal hearing has concluded and the expulsion has been upheld. Failure to provide the required documentation shall result in the student remaining in the Participating District's Disciplinary Alternative Education Program. The expulsion packet must include the expulsion notice, parent/guardian notification, and the following student information: student name, date of birth, student ID number, TSDS number, Law Enforcement Agency (LEA) report number, expulsion term with specific end date, review date,

and any applicable special program documentation, including Special Education or Section 504 records.

Upon formal acceptance into the JJAEP by the JJAEP Administrator or Designee, the Participating District shall immediately provide all required school withdrawal and educational records, including transcripts and any special education documents, to the JJAEP Campus. This will facilitate the development of an appropriate educational plan within three (3) school days of the JJAEP acceptance. Required school records are outlined in the **JJAEP SCHOOL RECORDS REQUEST FORM (EXHIBIT "B").**

The Participating District and the JJAEP Campus shall collaborate to ensure completion of the JJAEP intake process within seven (7) to ten (10) school days following formal acceptance. This process is intended to minimize delays in a student's attendance or access to educational services. Although a student may be accepted into the JJAEP, actual enrollment may be delayed due to capacity limitations or other special circumstances. In such cases, the parties shall provide a minimum of three (3) school days advance notice prior to the scheduled intake. If a student remains in the sending district's DAEP while pending intake or while on the JJAEP waiting list, those days shall be credited towards the student's JJAEP total placement term.

If a student is expelled and accepted into the JJAEP but does not enroll due to withdrawal by a parent/guardian, the student shall remain eligible for JJAEP placement upon re-enrollment in a local school district. However, the expelling school district must hold a new expulsion hearing, issue a new expulsion order, and submit a complete expulsion packet before placement may occur. 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 as a result of an offense requiring sex offender registration. Additionally, all Participating Districts shall also adhere to the expulsion term guidelines outlined in this Agreement.

In the event that JJAEP enrollment reaches ninety (90%) of its approved capacity, a waiting list shall be established for consideration of additional placements. While on the waiting list, Participating Districts may assign expelled students to their respective DAEPs. Students shall be accepted into the JJAEP in the order they are placed on the waiting list, provided that a minimum of forty-five (45) school days remain in the student's expulsion term. Students expelled for acts of violence or firearm-related offenses shall be given priority placement on the waiting list and may be accepted into the JJAEP up to the approved capacity limit.

The JJAEP shall not accept new referrals within the last three (3) weeks of YISD's instructional school year. Referrals submitted during this period may be denied placement or, at the discretion of the JJAEP Administrator, considered for placement during the following academic year. In either case, the referred student shall remain the responsibility of the Participating District, which shall continue placement in its DAEP until the student is formally accepted into the JJAEP.

Students who engage in conduct during the summer break that would otherwise qualify for mandatory expulsion and placement in the JJAEP under Texas Education Code § 37.007(a), (d), or

(e) may be considered for placement in the JJAEP during the subsequent school year. In such cases, the Participating District shall conduct all required disciplinary proceedings and submit the required referral documentation to the JJAEP Administrator. Placement shall be subject to the eligibility requirements, capacity limitations, and enrollment procedures established by this Agreement.

5. SPECIAL CIRCUMSTANCES AFFECTING LENGTH OF PLACEMENT

YISD agrees to provide capacity for up to thirty (30) students at the JJAEP. However, the Parties agree that special circumstances may arise if the JJAEP reaches ninety percent (90%) of its capacity, or if any single Participating District accounts for more than sixty-seven percent (67%) of total student enrollment. Under such conditions, YISD may limit the length of an individual student's placement at the JJAEP to a maximum of one hundred (100) school days, with the required seventy-five (75) placement review held at an earlier date mutually agreed upon by the JJAEP Administrator and the Participating District. These placement limitations shall not apply to students expelled for offenses involving firearms or those who, as determined by the Participating District and with the concurrence of the JJAEP Administrator, pose 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 reserves the right to take disciplinary action in accordance with the JJAEP Student Code of Conduct. Such action may result in an extension of the student's term of expulsion and continued placement at the JJAEP.

6. TERMS OF EXIT

A student shall be exited from the JJAEP upon the earliest occurrence of any of the following: completion of court-ordered supervision or deferred prosecution terms and conditions, completion of the expulsion term that resulted in the student's placement in the JJAEP, a decision by the Participating District to remove the student from JJAEP placement following a review hearing, decline or dismissal of the charge associated with the student's JJAEP placement by the Court or Prosecutor, withdrawal from the JJAEP by the student's parent/guardian, or withdrawal due to "Inactive" Status following thirty (30) consecutive school days on non-attendance. Except in cases where a parent, guardian, or custodian initiates the withdrawal, the JJAEP shall notify the student's parent, guardian, or custodian in writing of the student's withdrawal prior to the effective date of withdrawal, unless the withdrawal date is not known in advance. The JJAEP shall maintain documentation of such notification.

The Participating District agrees to attend and collaborate with YISD in the JJAEP Exit Transition Meeting to jointly develop a written exit plan and transition plan to support the student's reintegration into his or her home school. The transition planning shall include an academic review consisting of courses attended, credits earned and pending, attendance records, discipline reports, identified follow-up areas, state assessment, and IOWA skills test scores (Pre and Post). As part of the JJAEP Exit Transition Meeting, the Participating District agrees to initiate the student's return schedule, identify strategies to be implemented upon reentry to the home school, and coordinate support through the Communities In Schools (if applicable), the graduation coach, at-risk coordinator, counselor, or other designated staff responsible for re-entry services. To ensure a smooth transition and support long-term success, the JJAEP Exit Transition Meeting shall occur prior to the student's

withdrawal from the JJAEP and shall include the student's home campus administrator or designee, YISD campus administrator or designee, the assigned Juvenile Probation Officer or JPD representative, the student, and the student's parent or guardian.

For students expelled and placed in the JJAEP for a term of seventy-five (75) school days or more, Participating Districts agree to attend a placement review as requested by the JJAEP to evaluate eligibility for early removal based on academic progress, behavioral performance, successful participation in programming, and other relevant factors. Placement reviews may occur at any time during the student's placement in the JJAEP. On a case-by-case basis, the JJAEP may also conduct placement reviews for returning students who were carried over from the previous school year and are being considered for an early release due to demonstrated progress or other qualifying circumstances. The JJAEP shall facilitate such placement review hearings and coordinate efforts with the student's home district and campus.

For students expected to satisfy all graduation credit requirements and state-mandated graduation requirements while enrolled in the JJAEP, the Participating District shall collaborate with YISD to ensure the student is provided with the opportunity to graduate on time. This collaboration shall include verification of the student's academic status, coordination of final credit evaluations, provision of all necessary documentation, and assistance with graduation-related planning. Because the JJAEP does not award diplomas or conduct graduation ceremonies, students who become eligible for graduation while enrolled in the JJAEP shall be returned to their home campus or otherwise released to the Participating District for graduation purposes. The Participating District shall be responsible for verifying graduation eligibility, awarding credit, issuing the diploma, and facilitating the student's participation in all applicable graduation activities and ceremonies.

The Participating District and YISD shall work collaboratively to ensure all necessary supports are in place to facilitate the successful completion of the student's high school education and transition from the JJAEP.

Each Participating District acknowledges that student reintegration procedures may vary based on local district policy, administrative guidelines, and individual student circumstances. Unless otherwise determined by the Participating District, students exiting the JJAEP shall return to their home campus. However, the Participating District may consider placement at an alternative campus, transfer to another school within the district, or other educational placement deemed appropriate to support the student's successful transition, continued academic progress, and overall educational needs.

7. CURRICULUM AND ATTENDANCE

YISD shall provide a JJAEP to serve students referred by YISD and Participating Districts. The JJAEP shall operate in full compliance with all applicable requirements under Chapter 37 of the Texas Education Code, rules adopted by the State Board of Education, Chapter 348 of the Texas Administrative Code, 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 the requirements of Texas Administrative Code, Chapter 348.206 (b)(3), as well as administering assessment instruments in accordance with Subchapter B, Chapter 39 (State Assessment) of the Texas Education Code. All students enrolled in the JJAEP shall participate in statewide assessments as required under Section 39.023 of the Texas Education Code. YISD and the Participating Districts agree to the use of the online version of the Iowa Test of Basic Skills (ITBS), a nationally standardized achievement test, and the development of an individualized academic plan based on ITBS results to meet each student's educational needs. Students enrolled in the JJAEP for a minimum of seventy-five (75) school days shall be administered a pre-test within ten (10) school days of enrollment. Students enrolled for at least sixty-five (65) school days shall be administered a post-test prior to exiting the JJAEP.

YISD shall collaborate with students and their parents/guardians to review academic progress at least twice during the student's JJAEP placement and to establish a specific graduation plan for high school students. At a minimum, academic reviews shall be conducted at the time of the JJAEP Intake and during the JJAEP Exit Transition Meeting. During the intake meeting, YISD shall require the participation and input of the student's corresponding counselor, assistant principal, or other designated representative from the Participating District to support decisions regarding grade retention or promotion in accordance with applicable law and YISD policy. YISD reserves the right to conduct additional transition or grade placement conferences when necessary to determine appropriate grade promotion, particularly for students placed in the JJAEP near the conclusion of the school year.

The JJAEP shall operate for a minimum of seven (7) hours per instructional day over one hundred eighty (180) school days, totaling at least 75,600 instructional minutes annually. Instructional minutes may include lunch periods and transition time but shall not include early release days, inclement weather days, or other approved waiver days. A JJAEP student shall be considered present for attendance purposes when the student attends at least four (4) hours of instructional time in a school day. Attendance shall be documented and verified through daily sign-in sheets and official attendance records for each enrolled JJAEP student. A student may be placed on inactive status when the student is detained or incarcerated, absent for a minimum of ten (10) consecutive school days, reported as a runaway, experiencing an extended illness or medical condition, or admitted to an inpatient treatment facility. Time spent on inactive status shall not be counted as either absent or present for JJAEP reporting purposes. Students who remain on inactive status for thirty (30) consecutive school days shall be withdrawn from the JJAEP on the thirty-first (31st) consecutive inactive day. The Participating District shall be notified in writing when a student is placed on inactive status and again prior to the student's withdrawal from the JJAEP due to exceeding the thirty (30) consecutive school days inactive status limit.

The JJAEP shall provide the El Paso County Juvenile Probation Department with monthly attendance records for all enrolled students. YISD agrees to complete and submit the **JJAEP MONTHLY ACTIVITY REPORT (MAR) (EXHIBIT "C")** no later than the third (3rd) calendar day of each month. If the third (3rd) calendar day falls on a weekend or holiday, the report shall be submitted on the next business day. YISD acknowledges that subsequent payments under this Agreement are contingent upon the data reported in the JJAEP attendance records and the Monthly Activity Report (MAR).

Participating Districts agree to invite a representative of the JJAEP Campus to attend the student's ARD or section 504 Committee meeting as a non-consensus participant. The Participating District shall provide reasonable advance notice of the meeting to both the JJAEP Campus Administrator and the JJAEP Administrator. As such, the JJAEP Campus Administrator or designee shall make reasonable efforts to attend such meetings, as participation is critical to planning for the student's educational, behavioral, and related service needs and ensuring continuity of services upon placement in the JJAEP.

For all students receiving special education services who are placed in the JJAEP, the Participating District shall provide the JJAEP with a complete copy of the student's most recent Admission, Review, and Dismissal (ARD) report. This documentation must include the full and current ARD meeting report, the manifestation determination ARD documentation, and the most recent special education eligibility evaluation.

The Participating District shall remain responsible for ensuring compliance with all procedural safeguards and requirements under IDEA and Section 504 during the student's placement in the JJAEP. If JJAEP staff suspect that a student who has not previously been identified under IDEA may be eligible for special education services, the JJAEP shall promptly notify and refer the student to the student's home district for consideration of an evaluation in accordance with applicable state and federal laws and regulations. The home district shall retain responsibility for conducting the evaluation and determination eligibility.

9. ENGLISH AS A SECOND LANGUAGE (ESL) SERVICES

The JJAEP, in collaboration with the student's sending Participating District, shall ensure that students identified as Emergent Bilingual (EB) or students eligible for English as a Second Language (ESL) services receive instructional support and accommodations appropriate to their language proficiency needs. The determination of eligibility, placement, accommodations, and required language support services shall be made by the student's Language Proficiency Assessment Committee (LPAC) in accordance with applicable federal and state laws. Such determination must be supported by documented assessment data and reflected in the student's educational records.

The Sending Participating District shall provide the JJAEP with copies of all current LPAC documentation, language proficiency assessment results, accommodation plans, and any other records necessary to ensure continuity of services upon the student's enrollment in the JJAEP. All LPAC decisions and service plans shall be maintained in the student's educational record and implemented by the JJAEP to the extent required by law.

10. TRANSPORTATION SERVICES

Transportation of students attending the JJAEP shall be the sole and exclusive responsibility of the student's Sending Participating District. Under no circumstances shall the JJAEP or the Educational Fiscal Agent be responsible for transporting students referred by Participating Districts. While YISD may elect to provide transportation for its own students to the JJAEP, YISD shall have no obligation to provide transportation to or from the JJAEP for students enrolled from other school districts. This

responsibility includes transportation required as a related service under a student's Individualized Education Program (IEP), Section 504 Plan, or any other educational service plan.

Before a student is recommended or referred for placement at the JJAEP, the Participating District must evaluate the student's access to reliable transportation and must develop a written transportation plan. This transportation plan is a required condition of placement and must be completed and confirmed prior to initiating the referral process. The transportation plan must acknowledge and align with the YISD's board approved instructional calendar **(EXHIBIT "H")**, including all professional development days, early release days, holiday closures, inclement weather delays or closures, intersessions, Spring Break, and the start and end of the instructional year. Participating Districts are solely responsible for making necessary adjustments to their transportation plans to account for any calendar differences or conflicts with YISD.

The Participating District shall be responsible for notifying the student's parents or guardians of the initial transportation plan prior to placement and for communicating any subsequent changes in a timely manner. If transportation issues arise after placement and interfere with the student's ability to attend the JJAEP, the Participating District shall promptly convene a meeting with the student's parent or guardian, JJAEP Administrator, and any other appropriate parties to develop corrective actions. If transportation barriers cannot be resolved within a reasonable period of time and continue to prevent regular attendance, the JJAEP Administrator may recommend the student's withdrawal from the JJAEP and return the student to the Participating District for alternative placement, educational services, or other action deemed appropriate by the Participating District.

11. POLICY, PROCEDURES, AND STUDENT CODE OF CONDUCT

YISD shall implement the programmatic, operational, and procedural components of the JJAEP in accordance with the **EL PASO COUNTY JJAEP POLICIES, PROCEDURES, AND STANDARDS**, attached hereto as **(EXHIBIT "D").** All references within Exhibit D to the "JJAEP Campus" shall refer specifically to the YISD's JJAEP Campus, including its operations and staff, unless the context clearly indicates otherwise. YISD shall establish, implement, and enforce the **EL PASO COUNTY JJAEP STUDENT CODE OF CONDUCT (EXHIBIT "E")** as a supplement to, but not a replacement for, the YISD Student Code of Conduct. This requirement is consistent with Texas Education Code § 37.001 and mandated by Texas Education Code § 37.011(c).

YISD, the JJAEP Campus, the JJAEP Administrator, and representatives of the Participating Districts agree to actively participate in collaborative efforts to support the effective operation of the JJAEP. Such efforts shall include, at a minimum, quarterly meetings to review program performance, discuss areas of concern, provide updates, address challenges, evaluate compliance requirements, consider legislative or regulatory changes affecting the JJAEP, and identify opportunities for program improvement. The parties further agree that these collaborative conversations may be used to review and recommend revisions 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 Interlocal Agreement. All such documents must be approved by the El Paso County Juvenile Board, the YISD Board of Trustees, and the School Boards of all Participating Districts, and must be

submitted to the Texas Juvenile Justice Department (TJJD) in accordance with applicable regulations.

12. JJAEP EDUCATIONAL STAFF

JJAEP educational staff shall be employees of YISD and shall be subject to all applicable YISD personnel policies, procedures, and the YISD Employee Code of Conduct. YISD further agrees to comply, as its sole expense, with Section 22.0834 of the Texas Education Code ("Criminal History Record Information Review of Certain Contract Employees"), along with applicable rules adopted by the Texas Commissioner of Education, High School/College Board policies, and other related regulations. YISD shall certify that all employees assigned to the JJAEP, including "Covered Employees" do not possess a "Disqualifying Criminal History" as defined under applicable law. YISD shall ensure that all JJAEP staff, including temporary, seasonal, substitute employees, and volunteers have successfully completed and passed a criminal background check **prior to having any "direct" contact with JJAEP students**. YISD agrees that all assigned JJAEP employees (including substitutes that will work within a JJAEP for six (6) weeks or more) shall attend both the JJAEP New Employee Orientation and the JJAEP Annual Refresher Training, as applicable.

YISD agrees to complete the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** for each employee assigned to work with JJAEP students. YISD will provide verification that all required certifications are current and that the employee has completed the necessary training as required by this agreement. The form must be completed and signed by an authorized Human Resources representative certifying that the employee meets all qualifications for the position held. For returning YISD employees, the **JJAEP HR RECORDS AND CERTIFICATION FORM (EXHIBIT "F")** shall be re-certified annually and submitted to the Juvenile Probation Department no later than October 15 of each school year. YISD shall promptly notify the JJAEP Administrator of any personnel changes affecting JJAEP staffing, including resignations, terminations, extended leaves of absence, or changes in assignment.

In accordance with Texas Administrative Code, Chapter 348.200(g)(4), YISD shall maintain adequate staffing and supervision levels necessary to ensure the safe and effective operation of the JJAEP. All JJAEP employees, including long-term substitutes assigned for six (6) weeks or more, who do not meet the "professional" designation (e.g., certified teachers, student aides, paraprofessionals, nurses, physicians, commissioned law enforcement officers) must maintain current certifications in Crisis Prevention Intervention (CPI), Cardiopulmonary Resuscitation (CPR), and First Aid through training approved and provided by YISD. Teacher aides and Communities in School (CIS) Coordinators are exempt from obtaining the Community Activities Officer (CAO) certification requirement, 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. As such, all YISD personnel assigned to the JJJAEP must comply with the standards set forth in Texas Administrative Code, Chapter 358 regarding the identification, reporting, and investigation of abuse, neglect, exploitation, death, and serious incidents. YISD shall ensure that all JJAEP staff, including administrators, are trained in these standards and fully understand the timelines and procedures for reporting. Additionally, all staff must adhere to the Prison Rape Elimination Act

(PREA) and uphold a strict zero-tolerance policy regarding any form of physical, emotional, or sexual abuse.

In the event of a reportable incident, YISD personnel shall immediately comply with all reporting requirements established by the Texas Juvenile Justice Department. This includes completing and submitting the **TJJD INCIDENT REPORT FORM (EXHIBIT "G")** and, when applicable, the **TJJD INTERNAL INVESTIGATION REPORT FORM (EXHIBIT "G-1")**. All required reports and supporting documentation shall be submitted to TJJD through designated reporting channels, including the Abuse and Neglect Reporting Hotline at 1-877-786-7263 and abuseneglect@tjjd.texas.gov, as well as to the Juvenile Probation Department and any other agency required by law. YISD shall also notify local law enforcement whenever required under Chapter 348 and 358 of the Texas Administrative Code or any other applicable law. The JJAEP Administrator and the Juvenile Probation Department shall be notified of any reportable incident immediately upon discovery, but no later than the next business day. YISD shall cooperate fully with any investigation conducted by TJJD, the Juvenile Probation Department, law enforcement, Department of Family and Protective Services, or any other authorized entity.

13. 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, the State of Texas, or the Federal Government, all books, documents, and other records pertaining to the costs and expenses of operating the JJAEP under this Agreement, hereinafter called the "Records". These records shall be maintained and retained for a minimum of seven (7) years following the end of the contract period. If any litigation, claim, or audit involving these "Records" is initiated before the end of the seven (7) year period, YISD shall retain the "Records" until all such matters are resolved or until the seven (7) year period ends, whichever is later.

14. SUPPLEMENTARY PROGRAM FUNDING

Each Participating District agrees to allow and support YISD in applying for any available federal, state, local, or private grant funding for which the JJAEP may be eligible. Participating Districts shall reasonably cooperate with YISD by providing information, certifications, assurances, or other documentation necessary to complete grant applications or fulfill grant requirements. Any supplemental funding received for the JJAEP shall be used in a manner consistent with the requirements and restrictions of the applicable funding source. To the extent permitted by law and grant conditions, such funds shall first be used to offset educational and operational costs associated with providing JJAEP services to Participating Districts, including YISD. Any remaining funds may be used to enhance, expand, improve, or sustain JJAEP operations, programming, staffing, technology equipment, training, facility improvements, or other initiatives that support the educational, behavior, and rehabilitative mission of the JJAEP.

15. EFFECTIVE DATE

This Agreement shall become effective on August 3, 2026, regardless of the date of execution by the parties. The parties agree that the authorized signature of any additional Participating District joining this Agreement by counterpart shall constitute a binding commitment and shall be effective as to all signatories once executed by YISD.

16. TERMINATION

This Agreement shall remain in effect through August 2, 2027, unless earlier terminated in accordance with the provisions of this Agreement. Either the "Board" or "YISD" may terminate this Agreement by providing ninety (90) calendar days' written notice of termination. Notice of termination by either the Board or YISD shall take effect no earlier than the 90-day notice period, on the date indicated in the notice letter.

Notice of termination by any Participating District shall apply solely to that district and shall take effect at the conclusion of the then-current contract year. The Agreement may be renewed for a maximum of two (2) additional one (1) year terms upon written agreement by the YISD and the El Paso County Juvenile Board.

YISD, the Participating Districts, and the Juvenile Board acknowledge that revisions to the El Paso County JJAEP Policies, Procedures and Standards, the JJAEP Student Code of Conduct, or this JJAEP Interlocal Agreement, may be necessary from time to time. Any such revisions shall be made in accordance with applicable law and shall become effective upon approval by the El Paso County Juvenile Board and YISD.

17. NOTICE

All notices under this Agreement shall be sent by certified mail, return receipt requested, to the individuals identified in the **CONTACT LISTING** enclosed and incorporated herein **(APPENDIX "A")**. Any Participating District joining the Agreement by counterpart shall also identify a designated representative for notice purposes.

18. SEVERABILITY

If any provision of this Agreement is found to be illegal or unenforceable, such provision shall be severed, and the remainder of the Agreement shall remain in full force and effect.

19. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement and understanding between the parties concerning the subject matter herein. All prior negotiations, representations, understandings, and agreements, whether oral or written, are hereby superseded and merged into this Agreement.

20. INSPECTION OF RECORDS

Upon reasonable request, all "Records" maintained by YISD under this Agreement shall be available for inspection at a mutually agreed-upon time, subject to applicable privacy laws including the Family Educational Rights and Privacy Rights Act (FERPA) as outlined in Title 20 of the United States Code § 1232(g), and the Texas Government Code Chapter 552, Public Information Act. The requesting party shall bear the cost of any such inspection or copying.

21. EXECUTION

This Agreement may be executed jointly or in counterparts. The signature of an authorized representative of any Participating District, whether or not named herein, shall constitute a binding commitment, provided that the Agreement is also executed by YISD**.**

22. 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.

23. FAILURE TO PAY

In the event the Board fails to make timely 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.

24. 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).

25. CHANGE OF CAMPUS LOCATION

YISD shall provide written notice to the Juvenile Board of any change in the physical location of the JJAEP Campus at least thirty (30) calendar days prior to the effective date of the relocation whenever reasonably practicable. If advance notice is not reasonably possible, notice shall be provided as soon as possible. A change in campus location shall not require an amendment to this Agreement.

26. CONFLICT RELATED DOCUMENTS

In the event of any conflict, inconsistency, or ambiguity among the provisions of this Agreement, its exhibits, attachments, policies, procedures, or related documents, the following order of precedence shall apply: Applicable federal, state, and local regulations, this Agreement and any duly approved

amendments, the El Paso County Juvenile Probation Department JJAEP Policies, Procedures, and Standards, and the El Paso County JJAEP Student Code of Conduct.

To the extent possible, all documents shall be interpreted in a manner that gives effect to each provision and promotes compliance with applicable law.

APPENDIX A

YISD INTERLOCAL SY 2026-2027
CONTACTS AND ADDRESS INFORMATION

School District	Address
Clint Independent School District Jennifer Parker, Board President	14521 Horizon Boulevard El Paso, Texas 79928
Fabens Independent School District Luis “Charlie” Estrada, 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 Carlos Bustillos, Board President	9600 Sims Drive El Paso, Texas 79925
El Paso Independent School District Leah Hanany, 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 Sergio Martinez, 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 Selina Saenz, Chairperson	500 E. San Antonio Avenue, Suite 1105 El Paso, Texas 79901

JJAEP SY 2026-2027 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 2026-2027 SCHOOL CALENDAR

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

EL PASO COUNTY JUVENILE BOARD

By: Selina Saenz
Honorable Judge Selina Saenz
65th District Court

Date: July 16, 2026

APPROVED AS TO CONTENT:

Rosie Medina
Chief Juvenile Probation Officer, Rosie Medina

7-21-26
Date

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST: **YSLETA INDEPENDENT SCHOOL DISTRICT**

By:_____ By:_____
Connie Woodruff, Board Secretary Carlos Bustillos, Board President

Date:_____ Date:_____

Chief Counsel for YISD

By:_____ Date:_____
Priscilla Mata

JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM (JJAEP)

MANDATORY OFFENSES - SY 2026-2027

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

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

6/15/2026

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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), the Texas Juvenile Justice Department (TJJD), with the agreement of the Commissioner of Education, shall annually develop and implement an accountability system, consistent with Chapters 39 and 39A of the Texas Education Code, to ensure that students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

The El Paso County JJAEP shall operate in compliance with all applicable requirements established by the Texas Education Code, Texas Administrative Code, and the Texas Juvenile Justice Department.

§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) Use of the words "including" and "includes." 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 (Juvenile Board) may request a waiver from the Texas Juvenile Justice Department (TJJD) for one or more standards contained in this Chapter, excluding those mandated by statute or the Constitution. A request for a waiver shall include a written plan describing the actions necessary to achieve compliance by a specified date and justification explaining why immediate compliance cannot be attained. A waiver granted by TJJD shall remain in effect for a period not to exceed two (2) years unless otherwise specified by TJJD. TJJD may also grant waivers pursuant to a grant contract with counties that are not required to operate a JJAEP. In circumstances where TJJD defers waiver authority to the local Juvenile Board, including but not limited to pandemics, natural disasters, or other declared emergencies, the Juvenile Board may approve temporary variances from specific standards that cannot reasonably be met within the designated timeframes.

§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.

POLICY

The El Paso County Juvenile Board is responsible for approving and implementing the policies and procedures governing the Juvenile Justice Alternative Education Program (JJAEP). The El Paso County Juvenile Justice Alternative Education Program shall operate in accordance with these policies and procedures, which address all aspects of program operations. The JJAEP Administrator shall ensure that all written policies and procedures are made available to all JJAEP employees and that documentation acknowledging receipt is maintained in each employee's personnel or training file.

The Ysleta Independent School District (YISD) shall provide the facilities, personnel, and services necessary to operate on behalf of the Juvenile Board, a JJAEP approved by the Texas Juvenile Justice Department (TJJD), as outlined under Chapter 348 of the Texas Administrative Code and as permitted under § 37.011(e) of the Texas Education Code ("JJAEP Services"). The educational components of the JJAEP, including traditional, hybrid, online, and distance learning instruction, shall be governed by policies adopted by the YISD Board of Trustees. The JJAEP shall adhere to the programmatic and operational components outlined in the El Paso County JJAEP Policies and Procedures, as well as the applicable standards set forth in the Texas Administrative Code.

The standard instructional day for the JJAEP shall be as follows:

- High School: 8:00 a.m. - 3:15 p.m.
- Middle School: 8:30 a.m. - 3:45 p.m.

These schedules are designed to meet applicable instructional minute requirements and may be mofidied as necessary to address operational needs, emergency sistuations, or changes approved by the Juvenile Board and/or YISD. Any deviation from the established instructional schedules, including temporary adjustments, shall be reported to the JJAEP Administrator.

The JJAEP shall maintain the personnel, resources, and services necessary to ensure continued operation of the program and shall implement a Continuity of Operations Plan (COOP) to maintain educational services in accordance with guidance from the Texas Education Code, Texas Education Agency, Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority. The COOP shall address operational changes resulting from pandemics, natural disasters, public health emergencies, or other events impacting normal operations. YISD shall provide the JJAEP Administrator with all relevant documentation related to online instruction, curriculum, attendance, and student progress. In the event of a pandemic, natural disaster, or other emergency, YISD shall also develop and provide a JJAEP specific Plan of Action detailing instructional models (synchronous, asynchronous, traditional, hybrid, or online), student and staff safety protocols, transportation, meal services, search procedures, attendance accounting, and any other operational considerations necessary to ensure continuity of services. The Plan of Action shall be submitted to the JJAEP Administrator prior to the beginning of each school year and updated as necessary throughout the year.

PROCEDURE

Written policies and procedures governing all facets of the JJAEP operations, including personnel, administration, programming, training, and compliance with Chapter 348 of the Texas Administrative Code, shall be maintained and followed. The El Paso County JJAEP Policies, Procedures, and Standards are incorporated as **EXHIBIT A** of the JJAEP Interlocal Agreement between the Juvenile Board and participating school districts. This inclusion facilitates compliance with TJJD requirements and clarifies both TJJD and YISD expectations. The JJAEP Policies and Procedures and Student Code of Conduct shall 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 shall be copied onto electronic storage devices and provided to the JJAEP Campus for provision to all newly hired regular status employees, temporary employees, and both 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)** shall be reviewed with each employee by a Campus Administrator or designee prior to ***any*** contact with JJAEP students.
3. Policy review shall occur upon the employee's first arrival at the JJAEP Campus, with instructions to complete the review before attending the scheduled JJAEP New Employee Orientation (NEO).
4. All new employees, including regular staff, temporary employees, and substitutes, shall sign and date the JJAEP Summary of Policies and Acknowledgment Form **(APPENDIX C)** to document compliance with §348.202 and §348.224 of the Texas Administrative Code. The acknowledgment form shall also instruct employees to review the entire policies before attending the JJAEP New Employee Orientation (NEO).
5. Short-term substitutes assigned to the JJAEP for less than six (6) weeks shall only be required to review and acknowledge receipt of the JJAEP Summary Form of Policies and Procedures and the JJAEP Student Code of Conduct. Attendance at the JJAEP New Employee Orientation (NEO) shall not be required.
6. All other employees, including newly assigned ISD employees and long-term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks, whether continuously or intermittently, shall attend the JJAEP New Employee Orientation (NEO) within two (2) weeks of their assignment.
7. The JJAEP Administrator or designee shall conduct the JJAEP New Employee Orientation (NEO), prioritizing a review of the most critical policy and procedural components
8. As part of the JJAEP annual refresher and staff development training held at the beginning of the school year, the JJAEP Administrator shall provide each JJAEP staff with either an electronic storage device or a shared digital link containing the TJJD standards, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, the current JJAEP Interlocal Agreement, applicable training presentations, and all necessary forms and contact information necessary for the effective operation of the program.
9. Upon receipt of these materials, employees shall sign and date the required acknowledgment form **(APPENDIX C).**
    a. If the summary of policies and storage device or digital link is provided as part of new hire process, the Campus Administrator or designee shall sign the acknowledgement form as witness and obtain the employee's signature. Copies of the signed form shall be provided to the employee and Campus Administration, with a copy forwarded to the JJAEP Administrator by the end of the workday. The original acknowledgment form shall be retained by the JJAEP Campus Administrator.
    b. If the electronic storage device or digital link is distributed during the annual refresher, the JJAEP Administrator shall sign the acknowledgment form as the witness and obtain the employee's signature. Copies of the acknowledgment form shall be provided to the employee and Campus Administration, and the original shall be retained and scanned 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 shall 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. Campus Administrators are responsible for ensuring all new and long-term staff become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to promote student and staff safety.
13. Campus Administrators shall monitor compliance with JJAEP policies, procedures, and applicable TJJD standards and shall take appropriate corrective action when instances of non-compliance are 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 currently engage in research studies involving students. Should a research proposal be considered in the future, it shall be reviewed and approved by the Chief Juvenile Probation Officer and/or the Juvenile Board to ensure alignment with TJJD standards and departmental policies.

PROCEDURE

1. Students may voluntarily participate in approved research studies only with the prior written consent of their parent, guardian, or custodian. A copy of the signed consent form shall be maintained in the student's electronic file. Participation is strictly voluntary, and a student's refusal to participate shall not result in disciplinary action, loss of privileges, or any other adverse consequence.
2. Under no circumstances shall stimulants, tranquilizers, or psychotropic medications, or other substances be administered to students for experimental or research purposes.
3. Participation in any form of medical, pharmaceutical, or cosmetic research programs is strictly prohibited unless specifically authorized by the Chief Juvenile Probation Officer and/or the Juvenile Board.

(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 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 at the conclusion of each academic year prior to the beginning of the subsequent school year. The purpose of the Annual Performance Review is to assess the effectiveness of the program and its overall success in fulfilling the mission and objectives of the JJAEP.

The JJAEP Annual Performance Review shall consist of statistical, academic, behavioral, and operational performance measures that reflect both short-term and intermediate outcomes for students served by the program. The finalized review shall be presented to the Juvenile Board for review and approval prior to submission to the Texas Juvenile Justice Department (TJJD), the YISD School Board, and the YISD Superintendent. The report shall be submitted to TJJD no later than October 1 of each year. Upon submission, a copy of the report shall be disseminated to key stakeholders.

PROCEDURE

In addition to performance measures required by Chapter 348 of the Texas Administrative Code, the El Paso County JJAEP shall collect and analyze the following information throughout the school year:

1. Number of students entering and exiting the program;
2. Reasons for student entries and exits;
3. Number of students identified as eligible for special education services;
4. Academic performance of students, including passing rates and earned half credits (if applicable) for those who exited;
5. Attendance rates for the duration of each student's enrollment;
6. Assessment scores for mathematics and reading as measured by the IOWA;
7. Number of new arrests or referrals incurred during the entire length of enrollment for students who exited the program;
8. Number and type of restraints used (e.g., mechanical, or personal) throughout the school year;
9. Number of JJAEP Family Program Orientations conducted;
10. Number of JJAEP Exit Transition Meetings held with participation from the student, parent/guardian, assigned Juvenile Probation Officer, and a JJAEP Campus representative;
11. Number of students who successfully complete their Court-Ordered Probation or Deferred Prosecution terms during or following their JJAEP enrollment;
12. Number of JJAEP New Employee Orientations conducted.

The JJAEP Administrator or designee shall be responsible for maintaining the **JJAEP STUDENT INFORMATION FORM** (which contains personal, admission, and exit data) **(SEE APPENDIX D)**, updating the JJAEP Monthly Spreadsheet, and overseeing the accuracy and timelines of entries in the JJAEP JMIS tab. Additionally, data collection and reporting are monitored by the TJJD through the monthly JJAEP Electronic Data Interchange (EDI).

> **348.200 (f) JJAEP Management Review.** The JJAEP Administrator must conduct an annual review of the overall operations of the JJAEP before the beginning of each school year. (1) The review must include an assessment of the following topics and identify any needed changes: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures must be reviewed and assessed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review must be maintained.

POLICY

The overall operation of the El Paso County JJAEP, including 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 purpose of the JJAEP Management Review is to evaluate key operational areas, including safety and security, inter-local cooperation, the student code of conduct, and overall program efficiency, and to identify necessary revisions prior to the beginning of each academic year. The JJAEP Management Review shall also determine the continued relevance and alignment of JJAEP policies and procedures with the mission and objectives of the program. All proposed revisions, modifications, or updates identified shall be presented to the Juvenile Board for final approval.

PROCEDURE

1. Any changes to the Texas Juvenile Justice Department (TJJD) standards, the Texas Administrative Code (TAC), or the Texas Education Code (TEC) shall be incorporated into the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct Handbook.
2. The JJAEP Administrator shall 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 shall include, but not be limited to, an evaluation of the following key areas:
   (A) Safety and Security;
   (B) Inter-local Cooperation;

(C) Student Code of Conduct;
(D) Policies and Procedures;
(E) Operational Efficiency;

4. The JJAEP Administrator shall utilize 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 identify and track areas of concern requiring corrective action.
5. A JJAEP Compliance Monitoring Summary Report shall be prepared utilizing the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1).** The report shall summarize findings of compliance and non-compliance, corrective actions implemented at the campus and administrative levels, and any recurring or unresolved issues.
    a. The final versions of the Compliance Monitoring Assessments and Summary Report shall be submitted to the YISD Superintendent following presentation to the Juvenile Board as part of the Annual Management Review process. These compliance documents will be used as part of the JJAEP performance measures and quality assurance.
6. Any discrepancies identified during the physical plant inspection shall be forwarded to the JJAEP Campus Administrator, who shall be provided thirty (30) school days to resolve identified deficiencies. The JJAEP Administrator shall conduct follow-up reviews to verify that corrective actions have been completed and compliance achieved.
7. If the JJAEP Campus Administrator is unable to resolve identified issues within the established timeline, the matter shall be elevated to the district administrator responsible for alternative education programs, who shall ensure compliance and provide written confirmation that the facility meets the requirements of the JJAEP Interlocal Agreement and applicable TJJD standards.
8. Compliance monitoring in all operational areas shall occur continuously and shall be reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services. Findings shall be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E)**.
    a. Instances of non-compliance shall be notified to the JJAEP Campus Administrators in writing for corrective action. If unresolved within thirty (30) school dates, the issue along with corrective action taken will be documented in the Annual Management Review to the Juvenile Board, and included in the Compliance Letter submitted to the YISD Superintendent and School Board.
    b. Any non-compliance with the JJAEP Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system and performance review.
    c. Both Compliance Monitoring Assessments and related Compliance Letters must be completed and submitted no later than the tenth(10th) calendar day following the conclusion of the school year to allow sufficient time for review and response.
9. The compliance monitoring process shall facilitate a comprehensive review of all aspects of the JJAEP operations and inform necessary policy or procedural revisions.
10. An annual policy review meeting shall be conducted prior to the beginning of each school year to allow YISD and JPD representatives to collaborate on any proposed revisions for the upcoming academic year.
11. TJJD Compliance Audits are conducted at least once every two (2) years, either on-site or virtually, and may also occur randomly through desktop audits based on data reviews and JJAEP case sample analysis.
12. To ensure the integrity of the compliance monitoring process, the JJAEP Administrator may conduct unannounced classroom observation and site visits without prior notification to the JJAEP Campus Administrators. Additionally, input from JJAEP students and their parents/guardians shall be obtained as part of the compliance review process to help evaluate program quality, effectiveness, and satisfaction. Such feedback may be gathered through informal discussions with students, parents/guardians interviews, or during the JJAEP Exit Transition Meeting conducted with the students and their parents/guardians.

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 shall designate a JJAEP Administrator to oversee the daily operation of the JJAEP and ensure compliance with all applicable laws, standards, policies, procedures, interlocal agreement, and contractual provisions governing the program. The JJAEP Administrator's oversight responsibilities extend to operations within the JJAEP campus and coordination with participating ISD and their respective departments. The JJAEP Administrator shall perform duties in accordance with all agreements between the El Paso County Juvenile Board and the Texas Juvenile Justice Department (TJJD) pertaining to the JJAEP.

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator shall ensure that all program components are continuously monitored, evaluated, reported, and addressed. Program updates, concerns, and instances of non-compliance shall be communicated to the JJAEP Campus Administrator and/or district administrator responsible for overseeing the JJAEP Campus. These duties shall be performed in accordance with the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and applicable JJAEP Standards.
2. Additional responsibilities of the JJAEP Administrator include, but are not limited to:
    a. Ensuring secure access to, maintenance of, and timely retention of electronic files related to JJAEP employees and students. This includes safeguarding sensitive information such as social security numbers, background checks, and other required TJJD employee documents. Although JJAEP employees are not considered El Paso County employees, their information must still be stored securely and responsibly.
    b. Maintaining and submitting statistical data required by TJJD, including monthly and annual reports, and ensuring compliance with reporting obligations contained in TJJD and El Paso County contractual agreements.
    c. Fostering and maintaining strong working relationships with district officials, school administrators, school personnel, TJJD representatives, Juvenile Probation Officers, and community stakeholders to support the effective and efficient operation of the JJAEP.
    d. Promoting compliance with program standards while engaging students, families, school district personnel, and Juvenile Probation Department staff to support student's educational progress, successful reintegration, and overall achievement.

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 participating districts, shall outline the required administrative, programmatic, instructional, and supervisory staffing requirements necessary to operate the JJAEP in accordance with Texas

Administrative Code, Section 348.200(g) (2-5). YISD shall employ and maintain adequate instructional and supervision staff to provide appropriate educational services and ensure compliance with applicable staffing rations, certification requirements, and TJJD standards.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD to provide instructional staff in accordance with TJJD standards.
    a. The El Paso County JJAEP shall serve students from the following school districts, all of which are subject to 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. Participating school districts shall ensure that all instructional staff possess proper certification and complete all required training, as required by the Texas State Board of Education and JJAEP standards.
3. Participating school districts shall employ a minimum of one (1) certified teacher and an adequate number of certified Special Education teachers, in compliance with federal law and the State Board for Educator Certification (SBEC) requirements. Instructional staff shall 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 maintain a minimum staffing ratio of one (1) instructional staff member for every twenty-four (24) students in attendance at the JJAEP.
5. A digital daily staff sign-in roster shall be maintained for all instructional and supervision staff working in the program. These records must be made available to the JJAEP Administrator upon request and must be clearly identified by each staff member by name and position.
6. The daily sign-in rosters will be cross-referenced with personnel and certification logs, discipline referrals, discipline reports, and signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS** (**APPENDIX C**) for all new employees and short/long-term substitutes to ensure compliance with staffing standards.
7. The Campus Administrator or designee will review and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form containing key program policies and the JJAEP Student Code of Conduct, prior to any substitute or new employee having direct contact with JJAEP students. This form also indicates the individual has cleared an ISD criminal background check and has received the necessary information to begin initial work with the JJAEP population.
8. This document will support the tracking of instructional and supervision staff to ensure compliance with this standard. The signed form must be submitted 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 yearly basis. This log must include all regular ISD employees (excluding substitutes) and verify compliance with the required instructional staff-to-student ratio.
10. To ensure timely compliance and accurate oversight, the JJAEP Campus Administrator or designee must notify the JJAEP Administrator immediately upon the hiring or assignment of any new instructional or supervision staff. Prompt communication will support the efficient inclusion of staff in all required responsibilities including searches and monitoring processes.

11. Instructional and supervision staff may request additional training at any time to enhance their understanding of JJAEP operations, policies, best practices, or other areas. The JJAEP Administrator or designee will coordinate and provide or arrange for such training opportunities as appropriate, to support continued professional development and program fidelity.

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 Campus responsible for providing educational services shall employ or contract at least one (1) caseworker to support student needs. Caseworkers may include licensed social workers, juvenile probation officers assigned to the JJAEP, the JJAEP Administrator, certified counselors, or other qualified mental health professionals as defined in Chapter 355 of the Texas Administrative Code.

PROCEDURE

1. El Paso County JJAEP campus shall maintain a minimum ratio of one (1) caseworker for every fifty (50) students enrolled in the program. At a JJAEP with fifty (50) or fewer enrolled students, the assigned caseworker shall be present during all operational hours of the JJAEP.
2. School-based caseworkers or counselors who must leave the campus to complete JJAEP-related duties such as expulsion hearings, ARD meetings, home visits, or court hearings shall be considered present for the purpose of meeting the staffing ratio.
   a. A substitute caseworker or counselor must be assigned if the regularly assigned individual is absent for more than three (3) consecutive school days.
3. All caseworkers employed or contracted by the JJAEP must meet the minimum professional requirements and hold any required licensure or certification applicable to their field.
   a. The JJAEP campus may contract or collaborate with agencies such as Communities in Schools (CIS) and Emergence Health Network (EHN) to supplement services provided to students and their families.
4. The JJAEP campus shall maintain a digital daily sign-in roster or timecard for all caseworkers working in the program each day. These records must be available to the JJAEP Administrator upon request.
5. Daily rosters will be cross-referenced with observations by the JJAEP Administrator or assigned JPO, certification logs, discipline reports, disciplinary referrals, and signed JJAEP acknowledgment forms (**APPENDIX C**) for new employees and long-term substitutes to ensure compliance with staffing standards.
6. Any subcontractor providing caseworker services shall undergo an NCIC/TCIC criminal history check and complete the JJAEP New Employee Orientation, including all required Prison Rape Elimination Act (PREA) and Abuse, Neglect, and Exploitation (ANE) training, prior to having direct contact with JJAEP students.

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 provides physical education and recreational activities but does not operate an intensive physical education program. Therefore, certified physical education teachers and coaches are not required to be certified as Juvenile Supervision Officers. The JJAEP campus shall maintain compliance with TJJD standards regarding operational and supervision staff-to-student ratios, as well as position qualifications for all JJAEP personnel.

PROCEDURE

1. The JJAEP campus shall be staffed with operational staff members, including instructional staff, supervision staff, and caseworkers. The operational staff-to-student ratio shall not be less than one (1) operational staff member for every twelve (12) enrolled JJAEP students. This lower ratio supports effective behavior management and safety given the unique challenges of the JJAEP population.
2. All JJAEP staff are required to sign-in and sign-out daily using the designated district electronic timekeeping system. The timecards must include the date, time of entry and exit, full name, and position/title of each staff member. The ISD shall make these timecards available to the JJAEP Administrator upon request.
3. Staff rosters, timecards, sign-in sheets, and attendance records may be requested as needed or on a random basis as part of ongoing compliance monitoring.
4. The JJAEP Administrator will also conduct unannounced classroom observations and staffing ratio checks as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff to maintain the integrity of the observation process,

COMMUNITY ACTIVITIES OFFICER (CAO) POLICY

In accordance with Texas Administrative Code §344.100 and Texas Administrative Code §341.402, any individual who does not meet the definition of "professional" must be trained and certified as a Community Activities Officer (CAO) prior to working with JJAEP students. While certain ISD employees are exempt from CAO certification as they are not employed by a juvenile probation department or juvenile facility, the JJAEP campus will ensure that all identified staff members are current in First Aid, CPR, and Crisis Prevention Intervention (CPI) training. Under special circumstances, staff may be allowed to complete CAO training at the earliest available opportunity to remain compliant with Texas Administrative Code, Chapter 348. Any staff member identified as requiring CAO certification may not be authorized to work directly with JJAEP students until all training and certifications requirements have been met. certified.

The JJAEP campus maintains a contract with the El Paso Police Department (EPPD) to provide law enforcement services on campus. In the event that a security officer, other than EPPD, is needed, the following qualifications must be met:

- The security officer must be employed by the juvenile probation department or juvenile facility (not YISD), and
- The security officer must be certified as a Community Activities Officer (CAO), and
- The security officer must be trained in the department-approved personal restraint technique in accordance with Texas Administrative Code, Chapter 341, Subchapter G.

As confirmed by the Texas Juvenile Justice Department, YISD employees are not eligible to receive CAO certification, since they are not employed by a juvenile probation department or facility. Therefore, a YISD employed security officer may not use personal or mechanical restraints on JJAEP under any circumstances.

CAO CERTIFICATION REQUIREMENTS

To be eligible for CAO certification, an individual shall:

1. Receive and maintain current certification in:
   (A) Cardiopulmonary Resuscitation (CPR);
   (B) First aid; and
   (C) The personal restraints technique approved by the department, if authorized to use restraints.
2. Receive training in the following topics:
   (A) Department policies on 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 for use of personal and mechanical restraints, including prohibited techniques and criteria for authorized use.

ON-THE-JOB TRAINING (OJT) REQUIREMENTS

To receive credit toward initial certification or renewal, CAO on-the-job training documentation must include:

1. Name and signature of trainee;
2. Name and signature of trainer(s);
3. Signature of the supervisor or administrator;
4. Training topics covered;
5. Number of training hours per topic;
6. Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.

Only qualified staff, based on education, knowledge, or experience may conduct OJT.

1. Juvenile Probation Officers and Juvenile Supervision Officers may utilize up to forty (40) hours of on-the-job training toward certification.
2. Community Activities Officers may utilize up to twenty (20) hours of on-the-job training during each certification period.
3. Communities In Schools (CIS) Coordinators assigned to the JJAEP campus are not required to obtain Communities Activities Officer certification because they provide services in a "professional" capacity pursuant to Texas Administrative Code § 344.100.

TJJD-sponsored trainings are typically conducted at the El Paso County Juvenile Probation Department or YISD facilities, unless a virtual format is determined to be more appropriate due to health or safety considerations. CPR,

First Aid, and Crisis Prevention Intervention (CPI) shall be provided by YISD unless otherwise agreed upon thorough written agreement.

§348.202 PERSONNEL ADMINISTRATION

(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 must include verification that any required certifications are current.

POLICY

The YISD Human Resources Department shall maintain the official personnel file for each employee assigned to the JJAEP. The JJAEP Administrator shall maintain a compliance file containing copies of personnel documents necessary to verify compliance with TJJD standard and applicable JJAEP staffing requirements. Required personnel documentation for all new and returning staff shall be provided to the JJAEP Administrator annually, no later than October 1, utilizing the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G).**

PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP shall ensure that all personnel records for YISD staff assigned to the program are appropriately maintained.
2. Records for YISD JJAEP employees shall include NCIC/TCIC criminal history results and a completed HR Certification Form as required under governing regulations.
3. Each YISD personnel electronic file shall also contain a mosaic of essential documents, including academic transcripts, current certifications, professional training records, personnel actions forms, and job descriptions depicting duties, responsibilities, and JJAEP-related tasks (if applicable).
4. In lieu of full personnel records, YISD Human Resources or another authorized representative may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G).** This form certifies that each employee included in the daily ratio meets all hiring, educational, and training requirements including, academic transcripts and certifications, licensure (if applicable), criminal background check results, training in CPR, First Aid, and CPI (if applicable), and relevant personnel actions. The JJAEP Administrator shall be granted access to these files upon request or as required, ensuring transparency and compliance.
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 shall include all regular employees and long-term contracted staff (e.g., CIS Coordinators or on-site counselors) counted in the daily ratio. These logs shall serve as a way of tracking employee's certifications and trainings.
7. Short-term operational substitutes assigned to the JJAEP for less than six (6) weeks must review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, JJAEP Student Code of Conduct, and all related documents pursuant to §348.202 and §348.224 of the Texas Administrative Code. This review shall take place prior to any unsupervised contact with JJAEP students.
8. Long-term operational substitutes assigned to the JJAEP for more than six (6) weeks shall undergo the same background checks and JJAEP training required of all operational staff. Please refer to the New Orientation Training and Background Checks section of the JJAEP Interlocal Agreement for all applicable timelines.

(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 members expected to work at the JJAEP for six weeks or longer must receive an orientation training prior to having direct, unsupervised access to students. (1) Orientation training must occur within the first two weeks of the staff member's employment. (2) Documentation of completion of orientation training and agendas must be maintained, including staff signatures on training sign-in sheets. (3) Orientation must include training on: (A) safety and security procedures, including, emergency exit drills and the JJAEP's disaster safety plan; (B) identification and reporting of serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of this title; (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) 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 access to JJAEP students. The ISD shall provide documentation for any relevant training conducted as part of employment or duty assignment within the JJAEP. The Juvenile Probation Department will provide orientation training for new hires and supplement any ISD training across the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training shall be provided by the JJAEP Administrator or designee(s) initially upon hire and annually at the beginning of each school year for all JJAEP employees. Training may be held in-person or virtually when necessary.
2. The Campus Administrator assigned as the point of contact for JJAEP, or their designee, shall review the JJAEP Summary of Policies and the JJAEP Student Code of Conduct with each new staff member, including short-term substitutes. As part of this campus-level orientation, the designated JJAEP Campus Administrator shall also provide the employee with an electronic storage device or a shared link containing the JJAEP Policies, Procedures and Standards, the JJAEP Interlocal Agreement, the JJAEP Student Code of Conduct, and other relevant documents.
3. The Campus Administrator or designee shall be responsible for obtaining a signed "Acknowledgment Statement" from the new employee confirming their commitment to review all JJAEP materials. This acknowledgment must be forwarded to the JJAEP Administrator on the same workday.
4. Timely submission of acknowledgment and training assignments ensure appropriate training space reservation and preparation of training materials.
5. The Campus Administrator is responsible for notifying assigned employees of their scheduled orientation and ensuring their punctual attendance. JJAEP Orientation Training will typically take place at YISD facilities unless virtual is deemed necessary.
6. The JJAEP Administrator or designee shall provide the JJAEP Orientation Training. Orientation sessions will last a minimum of 2 to 4 hours and will be scheduled as needed.
7. A signed copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** shall be maintained and secured in the employee's electronic personnel file. All documentation of new employee orientation training and any ISD supplemental training shall be placed in the employee's personnel file or training file**.**
8. All staff shall receive training specific to their daily responsibilities in the JJAEP. Any legislative changes and updates to policy, procedure, or the JJAEP Student Code of Conduct will be addressed during the staff development training at the beginning of the school year.
9. The following eleven (11) training topics shall be included in the JJAEP New Employee Orientation:
    a. Safety and security procedures, including emergency exit drills and the JJAEP Disaster Safety 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. 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.

10. For newly hired employees, YISD must submit all applicable training records using the **JJAEP HR RECORDS AND CERTIFICATION FORM** within sixty (60) calendar days of hire **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

11. The JJAEP Certification Form must also be submitted annually for all returning ISD staff assigned to the JJAEP. YISD Human Resources representative must ensure that personnel records are updated and submitted to the JJAEP Administrator by October 1 of each year.

(d) Criminal History and Background Checks. The criminal history and background check requirements and criminal history standards established by Chapter 344, Subchapters C and D of this title apply to a JJAEP.

POLICY

As the contracted educational provider for the El Paso County JJAEP, YISD is solely responsible for conducting all required background checks for its employees assigned to the JJJAEP. YISD shall conduct a criminal history check, sex offender registry check, and fingerprint search prior to employment or assignment of any staff who will have direct, unsupervised contact with JJAEP students. This requirement extends to all substitute, temporary, and regular-status employees, as well as any subcontracted personnel (e.g., contracted counseling providers, tutors, or service providers) working directly with JJAEP students. YISD must ensure that all such individuals have successfully passed a background check prior to beginning their JJAEP assignment.

PROCEDURE

1. Upon identification of a YISD employee being assigned to the JJAEP, the YISD designee (Campus Administrator or designee) shall provide written notification of incoming employee by submitting the **JJAEP AUTHORIZATION FOR RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** to the JJAEP Administrator for the El Paso County JPD internal background check through the NCIC/TCIC database.
   a. The form must include the employee's 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 shall then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history check to the designated 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. Within five (5) school days, written notification of the employee's eligibility (no disqualifying history) or ineligibility (disqualifying history) will be submitted to the Campus Administrators via the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or **THE JJAEP EMPLOYEE INELIGIBILITY FORM** (**APPENDIX J – 1).**

4. If disqualifying criminal history is found, the JJAEP Administrator will notify the JJAEP Campus Administrator with instructions to immediately reassign or remove the employee to ensure no contact occurs with JJAEP students.
   a. All personnel records, including criminal history and sex offender registration checks, may be subject to review by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved, and maintained in accordance with legal and administrative standards.

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5. YISD must notify the JJAEP Administrator in writing within two (2) school days if an employee receives a FACT Clearinghouse alert indicating an arrest, conviction, or registry that would restrict the employee's contact with JJAEP students. The JJAEP Administrator shall consult with YISD or JPD Legal Counsel before determining whether the employee may continue duties pending the resolution of the 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. Any YISD employee assigned to the JJAEP who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who is currently under felony probation, parole, or deferred adjudication, is not eligible for employment at the JJAEP.
2. Any YISD employee assigned to the JJAEP with a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or who is currently under misdemeanor probation, parole, or deferred adjudication, is also not eligible for JJAEP assignment.
3. Court documentation will be required in cases where an individual has received a pardon based upon proof of innocence or where 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 a minimum of two (2) years.
6. If the disqualifying criminal history involves out-of-state arrests or convictions, those records may be subject to further legal review by the JPD Legal Counsel to determine eligibility.
7. The YISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee records as needed and required.

§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 shall ensure that statistical and programmatic data pertaining to each student placed in the JJAEP is accurately gathered, documented, maintained, and is reported to TJJD, Juvenile Board, and departmental administration. The JJAEP will comply with reporting requirements outlined in Texas Administrative Code §341, including use of the JMIS system. Quality assurance measures such as internal file audits and the TJJD Monthly Activity Reports (MAR) are used to identify discrepancies and ensure accurate recordkeeping and timely 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): Includes attendance and absence records provided by YISD. The MAR captures the number of students entering and exiting the program, days present, days absent, and inactive days.
    b. JJAEP Attendance Vouchers: Used to record the actual number of mandated student attendance days and total monthly reimbursement figures.
    c. TJJD Student Information Form: Contains required fields outlined in Texas Administrative Code 348.204 and is maintained by the JJAEP Administrator.
    d. JMIS Student Profile: Updated data from the TJJD Student Information Form.
    e. JJAEP Spreadsheet: Tracks aggregate data including:
        - Special Education services.
        - IOWA pre and post test results.
        - Personal identifiers (e.g., PID, Social Security Number, TSDN, Case Number).
        - Offense type, district, and home school.
        - Entrance and exit dates.
        - Reason for exit.
        - Attendance, absences, and inactive dates.
    f. Other Reports: Additional documentation as required by TJJD or JPD as part of performance measurement (e.g., JJAEP Costing Report).
2. To ensure accuracy in the Monthly Activity Reports (MAR), the assigned JJAEP Campus Administrator responsible for oversight and accountability on behalf of the JJAEP campus, must review the MAR prior to submission to JPD. The administrator will verify accuracy of all data before forwarding the MAR to the JJAEP Administrator. If any discrepancies are identified by JPD, they 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 must submit all required student school records, as listed in Texas Administrative Code §348.204, within two (2) weeks (10 school days) of student's enrollment in the JJAEP. These records include but are not limited to: The Public Education Information Management System (PEIMS), pre/post assessment scores, expulsion letters, and student acknowledgment forms confirming receipt of the JJAEP Student Code of Conduct. To support this process, the JJAEP Administrator will issue the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon the student's formal acceptance into the program.
4. The Texas Student Data System (TSDS) number, a 10-digit unique ID, has replaced the PEIMS number used to transmit student data to the Texas Education Agency for TJJD legislative reporting. This TSDS number can be located in the JJAEP juvenile case management tab, as well as most withdrawal forms and expulsion letters.
    a. The TSDS number must be documented on the expulsion notice at the time of the student's acceptance into the JJAEP. This number is 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 maintained 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 at 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 and 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 the program's ongoing quality assurance efforts, in-house desktop and case management audits will be conducted regularly to ensure the accuracy and completeness of documentation, as outlined in the JJAEP 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 comprehensive and well-rounded education. The academic program shall include a strong accelerated instructional component to support high school credit recovery and the development of academic and social skills at the elementary and middle school levels. At least one (1) certified teacher, licensed by the State Board for Educator Certification (SBEC), shall oversee the development and implementation of the JJAEP curriculum. The JJAEP Campus Administrator shall ensure that all course instruction aligns with the Texas Essential Knowledge and Skills (TEKS) as defined by the State Board of Education under the Texas Education Code §28.002.

Per Texas Education Code §37.011 (d), YISD guidance counselor or qualified designee must regularly review each student's academic progress. For high school students, the school board or its designee, in collaboration with the student's parent or guardian, shall review progress towards graduation requirements and establish an individualized graduation plan.

In the event the JJAEP campus implements online instruction due to extenuating circumstances as part of their Continuity of Operations Plan (COOP), the JJAEP must adhere to all Texas Education Agency, Texas Education Code, and Texas Juvenile Justice Department policy revisions to ensure continuity of educational services.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.

2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

PROCEDURE

1. The Interlocal Agreement specifies the provision of educational services, including the following required courses and additional areas of study:
    a) **ENGLISH/LANGUAGE ARTS**
    b) **MATHEMATICS**
    c) **SOCIAL STUDIES**
    d) **SCIENCE**
    e) **HIGH SCHOOL EQUIVALENCY PROGRAM (GED)**
    f) **SELF-DISCIPLINE**
2. Participating school districts shall recognize and accept course credit earned by student while enrolled in the Juvenile Justice Alternative Education Program (JJAEP) as district-level credit.
3. The program will administer state-mandated assessment instruments under Texas Education Code, Chapter 39.023, and shall offer access to the High School Equivalency Program as needed.
4. The JJAEP school guidance counselor shall review academic progress with the student's parent or guardian at minimum during both the JJAEP Intake and JJAEP Exit Transition Meeting.
5. During the JJAEP Intake meeting, the student's home district must involve the assigned counselor or assistant principal to contribute input on promotion status, particularly for students placed at JJAEP near the end of the academic year.
6. As required by Texas Education Code §37.011 (d), academic reviews must occur at the intake and exit. For high school students, a graduation plan must be developed with parent/guardian input.
7. A student expelled and placed in a JJAEP for a term of seventy-five (75) school days or more must go through a mandatory review in order to consider early removal based on student's progress and 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 thirty (30) students at the JJAEP campus at any given time. at one time.
9. The assigned Juvenile Probation Officer shall assist with academic and family engagement during the JJAEP Family Program Orientation.
10. High school students will receive academic support through school counselors, Communities in Schools (CIS) Coordinators, and academic tutors (if available). The assigned Juvenile Probation Officer or designee will also monitor academic progress and collaborate with families to ensure follow-through with academic support services.
11. Compliance with academic service standards shall be verified through:
    a) Daily class schedules and program schedules.
    b) Instructional materials and curriculum.
    c) Attendance records and sign-in sheets.
    d) Documentation of support services provided.
12. YISD must identify and communicate the self-discipline services provided to JJAEP students at the start of the academic year. If the course is not listed on a student's schedule, documentation verifying participation must be maintained. Utilization of a specific school board approved curriculum is encouraged, but not required, as long as services address the program's behavioral goal.
13. In accordance with Texas Administrative Code §348.206, JJAEP campuses will offer a High School Equivalency Program. Students attending HSEP courses must sign in and out daily. The curriculum must meet the standards necessary to prepare students for the GED examination.
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 identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or Section 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 a manifestation of the student's disability. In collaboration with the referring district, the JJAEP Campus must ensure that a student with a disability who receives special education services is provided educational programming aligned with their Individualized Education Program (IEP), as determined by a duly constituted ARD Committee, in accordance with Section 37.004, Education Code, and applicable federal law.

PROCEDURE

1. After the ARD or Section 504 Committee determines that the student's behavior is not related to their disability and documents that the Individualized Education Plan (IEP) has been fully implemented, the committee shall determine the length of placement at the JJAEP according to the District's Student Code of Conduct.
2. The referring school district may invite the JJAEP Administrator or designee to any 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 may only be placed in the JJAEP for a maximum of forty-five (45) school days.
7. The following documents must be included in the expulsion packet for any special education student placed at the JJAEP:
    a. Most recent full and complete ARD paperwork.
    b. Manifestation Determination ARD meeting paperwork.
    c. Most recent evaluation of eligibility for special education services.
    d. Current IEP and Behavior Intervention Plan (BIP), if applicable.
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 suspects that a student may who qualify for services under IDEA but is not currently identified, the student will be referred to the home campus for possible evaluation.
12. Any student who does not meet the eligibility requirements of the JJAEP Interlocal 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 shall provide English as a Second Language (ESL) services and instruction to meet the needs of students who speak English as a second language or are non-English speaking. In collaboration with the sending school district, the JJAEP must ensure that students identified as Limited English Proficient (LEP) receives ESL services appropriate to their need, as determined by a Language Proficiency Assessment Committee (LPAC), in accordance with state and federal guidelines.

PROCEDURE

1. ESL certified teachers shall provide ESL services and instruction. The primary goal is to support students in developing English language proficiency through second language acquisition methodologies, with explicit instruction in speaking, reading, listening, and writing.
2. Participating Districts shall identify JJAEP students who are LEP or primarily Spanish-speaking during the JJAEP intake. This identification shall be based on documentation provided by the student's LPAC or as part of the student's academic records.
3. Participating Districts must ensure that instructional planning for LEP or primarily Spanish-speaking students placed at the JJAEP includes consideration of language acquisition needs, as required by the Texas Education Code and LPAC recommendations. Instruction shall align with state requirements for English language learners to ensure equitable access to academic content.

(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 15 days after the student's enrollment. (B) The post-test must be administered no sooner than 60 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). to offer a High School Equivalency Program course. This program is designated to prepare eligible students to take and pass the high school equivalency exam, supporting their transition to further education, employment, or vocational training.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program. Attendance requirements will be the same as for student pursuing a traditional high school diploma.
    a. The assigned Juvenile Probation Officer may submit a recommendation for high school equivalency testing for any JJAEP students under the jurisdiction of El Paso County 65th District Court.
2. Priority will be given to JJAEP students aged 16 or older who have earned four (4)or fewer high school credits and express interest in pursuing the high school equivalency path.
3. Students 18 years or older may proceed to testing once they meet the required scores on pre-tests.
4. Parents or guardians will be responsible for covering the cost of the five required tests and transportation to the testing site unless other arrangements are made and agreed upon by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. YISD currently offers GED support and testing through its Ysleta Community Adult Learning Center (YCLC) located at 121 Padres Drive, El Paso, Texas 79907. YISD does not administer the official GED exam on campus, but prepares students for it.
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;

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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) must be available to all students in attendance at the JJAEP.

POLICY

El Paso County JJAEP is committed to ensuring that any demonstrated social service or counseling needs of students are promptly addressed through appropriate referrals to qualified service providers. Counseling services shall be available to all students in attendance at the JJAEP. These services may be provided through contracts with community-based service providers. All subcontracted providers must successfully undergo and pass an NCIC/TCIC background check and attend JJAEP New Orientation Training (ANE portion only) prior to service provision.

PROCEDURE

1. The assigned Juvenile Probation Officer, along with any assigned school-based caseworker or social worker (whether contracted or employed by YISD), will utilize interviews, screenings, and/or assessments to identify the student's and family's needs.

2. The JJAEP campus and assigned Juvenile Probation Officer will collaborate to ensure both academic and emotional needs of the student are identified and addressed appropriately.

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 factors and other identified needs.

4. For adult JJAEP students not under formal supervision, a social service assessment may be conducted by the assigned JPO, JJAEP Administrator, or Court Representative. Collaboration with school-based staff or Adult Supervision Officers will be coordinated for service linkage.

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).

k. Referrals to Multisystemic Therapy (MST)

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. If counseling services are deemed necessary due to the student's risk factors and the student is under the jurisdiction of the El Paso County 65th District Court, these services must be reflected in the disposition documentation.

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 to ensure that all students are provided with at least one (1) nutritious lunch meal during the course of the school day. Mealtimes shall be conducted in an orderly, quiet, and respectful environment. Meals shall never be used as a disciplinary tool or withheld for behavioral reasons.

PROCEDURE

1. The YISD shall provide lunch for each student assigned to the JJAEP in accordance with the JJAEP Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. Meals shall not be withheld, delayed, or disrupted as a form of discipline or sanction 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 shall comply with TJJD standards, applicable school district policies, and provisions of the Texas Human Resources Code regarding medical procedures. While the JJAEP does not offer an intensive physical education program, it will adhere to all guidelines concerning student health, medication administration, and medical emergencies.

PROCEDURE

1. The JJAEP campus shall obtain a Medical Release Form signed by the student's parent, guardian, or custodian as part of the initial intake process.
2. During intake, the school nurse will conduct a medical intake to determine if the student has any special health needs or medical conditions that may require staff awareness or accommodations.
3. A Medical Consent Form must be completed and signed. If the parent/guardian refuses to sign, the refusal must be documented and maintained in the student's file.
4. Students with existing medical conditions must notify the school nurse or JJAEP Administration.
5. Students taking medication must have a written order or prescription from a licensed Texas Physician.
6. Only the nurse or parent/guardian are permitted to administer medication.
7. All medication must;
    a. Be stored in a locked cabinet in the nurse's office.
    b. Be in the original, properly labeled container.
    c. Be logged in a medication administration log that is maintained by the school nurse.

8. If a student presents with a condition that may require further evaluation, the school nurse shall refer the family to an appropriate medical provider. Failure to follow the nurse's recommendations may result in a DFPS report.
9. For students with chronic or life-long conditions (e.g., diabetes, seizures), the nurse will ensure that appropriate measures and accommodations are in place to safeguard the student's health while attending the JJAEP.
10. If a student is diagnosed with a cardiac or respiratory condition, the nurse may require written medical clearance before allowing participation in any physical activity or community service projects that involve exertion.
11. 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 provides physical education and activities to all enrolled students as part of the instructional program. However, it does not include an intensive physical activity component at any of its facilities. Therefore, students will not be required to undergo physical activity screenings as part of their participation in physical education activities.

§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 ensure the accurate verification and reporting of student expulsion categories, attendance records, including total days present and absent, and inactive status in accordance with applicable TJJD requirements and the JJAEP Interlocal Agreement executed with participating school districts.

PROCEDURE

1. Each JJAEP student shall 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. Sign-in sheets shall be completed daily and must include the student's printed name and legible signature.
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 instructional day.
3. For purposes of attendance accounting, a student officially begins JJAEP on the first day the student is physically present in JJAEP course instruction for a minimum of four (4) hours. This does not include the JJAEP intake process unless the intake is followed by course instruction totaling four (4) hours or more.
4. The school attendance clerk or registrar for the JJAEP campus shall provide all student attendance records by the third (3rd) calendar day of each month in accordance with the JJAEP Interlocal Agreement related to the MAR process.
    a. The school attendance record (covering the entire month) and the monthly sign-in sheet for each student must be submitted together as part of the Monthly Activity Report (MAR).
    b. The JJAEP campus attendance clerk or registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any student prolonged absences. In accordance with the Texas Compulsory Attendance Law, the JJAEP will comply with all related truancy reporting requirements, including timely referrals to the appropriate entity.
5. Absences extending beyond ten (10) consecutive school days will be recorded as "Inactive days" and must be supported by documentation attached to the monthly attendance records. Acceptable documentation includes confirmation that the student was detained, incarcerated, had runaway/absconded status, or experienced a documented extended illness or medical condition certified by a licensed physician or physician's assistant.
6. If it is determined that the student will not return, or has not returned, within thirty (30) consecutive school days, the JJAEP shall officially withdraw the student from the program on the 31st day. A student shall 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 become inactive may not be withdrawn or removed from JJAEP.

7. The official withdrawal date shall reflect the first full school day student is no longer enrolled in the program. This date is not the last the student attended JJAEP courses but the next full day of non-attendance.
8. YISD shall complete, review, approve, and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT**) each month and submit it, along with all required supporting documentation, to the JJAEP Administrator by the third (3rd) calendar day of the month. If the third calendar day falls on a weekend or holiday, the submission shall be due the following business day. Late or repeated inaccurate submissions may be considered non-compliant.
9. The identified Campus Administrator shall review and approve the MAR prior to its submission to JPD as part of JJAEP accountability quality assurance efforts. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator retains the authority to reconcile any discrepancies. Any discrepancies, errors, or lack of supporting documentation originating from YISD that cannot be reconciled will be considered non-compliance and noted as part of the Compliance Monitoring 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 copy the Chief Juvenile Probation Officer 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 TJJD on a monthly basis.

§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 the student's parent, guardian, or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. Strong emphasis shall be placed on parental engagement through the JJAEP intake and exit transition meetings, during which a regular educational review will inform parents/guardians of the student's academic standing. While the student is enrolled in the JJAEP, each participating district shall also provide academic progress reports to parents/guardians at least once per semester or earlier, if requested by the El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to Texas Education Code §37.0081, the authority to expel and place a student in an alternative school setting rests with the school district's Board of Trustees or its designee.
2. The designated Behavior Coordinator on each campus/district shall carry out the responsibilities outlined in Texas Education Code, Chapter 37 before placing a student in a JJAEP, including cases where a student already enrolled in JJAEP becomes subject to in-school (ISS) suspension or out-of-school suspension (OSS).
3. The expelling school district must conduct an expulsion hearing and forward the final expulsion containing all required data including the TSDS number, 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 this documentation will result in the student remaining in the district's disciplinary alternative education program (DAEP).
4. Days served in DAEP while a student awaits JJAEP placement will count toward the student's JJAEP expulsion term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Placement documentation submitted to the JJAEP Administrator will be reviewed to verify that eligibility criteria are met under Texas Education Code, Chapter 37.007 and the Interlocal Agreement. Documentation must demonstrate:
    - **a.** The student's alleged offenses must be one that qualifies as a mandatory expulsion offense under in §37.007 (a), (d), and (e) of the Texas Education Code. **(SEE APPENDIX L–JJAEP OFFENSE CODES).** The conduct does not have to occur occurred on school property or while attending a school-sponsored or school-related activity to warrant placement in JJAEP.
    - **b.** If the offense is drug or alcohol related and is punishable as a felony, it **does not** have to occur on school property or within 300 feet of school property, as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity, whether on or off school property.
    - **c.** 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.
    - **d.** The expelling school district **MUST** file a formal offense report with the appropriate law enforcement agency describing the conduct that led to expulsion.
    - **e.** The law enforcement agency **MUST** make a formal referral of the offense to the juvenile court or, for adult students, to the appropriate adult criminal justice system
    - **f.** Students referred to JJAEP must be expelled for a minimum of seventy-five (75) school days. The maximum term may not exceed one hundred eighty (180) school days, except in firearm-related cases, where the term may be extended to a maximum of one (1) calendar year.
    - **g.** In cases where student enrollment at the JJAEP nears capacity:
        - **(i)** YISD is not required to serve more than thirty (30) students placed at JJAEP concurrently. However, should special circumstances arise in the event that JJAEP enrollment reaches 90% of capacity, or if a single Participating District accounts for more than 67% of enrolled students. YISD may limit individual student placements to a maximum of 100 school days, and the standard 75-day placement review may be scheduled earlier, subject to district agreement.
        - **(ii)** A waiting list shall be initiated once JJAEP enrollment reaches 90% capacity. During this time, Participating districts are responsible for placing expelled students in their own DAEP.
        - **(iii)** Students shall be accepted into JJAEP from the waiting list in the order received, provided the student has at least forty-five (45) school days remaining in their expulsion term.
        - **(iv)** Student expelled for violent conduct or firearm-related offenses will receive priority placement up to full capacity.
        - **(v)** In the event a student enrolled in the JJAEP commits a disciplinary infraction that violates the YISD or the JJAEP Student Code of Conduct, disciplinary action may be taken, including the

extension of the expulsion term and JJAEP placement, as outlined in the Student Code of Conduct.

(vi) The JJAEP will not accept referrals within the last three (3) weeks of YISD's instructional school year. Referrals received during this period, will be denied, and the referring district will be responsible for placing the student in its own DAEP through the end 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 JJAEP 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. Within three (3) business days of an expulsion hearing held under §37.009 of the Texas Education Code, each Participating District must provide the El Paso County Juvenile Probation Department with a copy of the expulsion order, along with all required information under §52.041 of the Texas Family Code. Failure to do so will result in the student remaining in the district's DAEP until proper notice is submitted.

7. The expulsion notice must also be provided to the parent/guardian, JJAEP Campus, and JJAEP Administrator, and must include:

a. Student's full name and Date of birth.

b. Mandatory offense and corresponding offense code.

c. Expulsion term details:

(**i**) Expulsion date

(**ii**) Expulsion term expiration date

(**iii**) Identified review date

d. Texas Student Data System (TSDS) number.

e. PIEMS number.

f. Law Enforcement Agency (LEA) incident report number.

g. 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 the student receives special education services, the Participating District must provide a copy of the most recent and complete Admission, Review, and Dismissal (ARD) documentation, including the manifestation determination, current IEP, and eligibility assessment.

9. Each Participating District must provide a copy of the law enforcement report or "Notice of Delinquency" corresponding to the expellable offense at the time of expulsion letter submission.

10. For adult students with pending charges in the adult criminal justice system, the JJAEP Administrator may accept offense records obtained from On-Call Records (WebRMS) or Odyssey if verified to meet mandatory expulsion criteria and supported by probable cause.

11. Upon receipt of all required documentation, the JJAEP Administrator will issue a "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" within three (3) business days to the referring school and campus administrator. **(SEE**

APPENDIX M – JJAEP ACCEPTANCE FORM). While the student may be accepted for placement, official enrollment in the JJAEP does not occur until the student's first day of attendance**.**

12. If the offense or documentation fails to meet eligibility standards, the JJAEP Administrator will issue a "REFERRAL DENIAL" form to the referring school. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**
13. If a student fails to enroll in the JJAEP within ten (10) school days of the JJAEP acceptance (in which no appeal is pending), the placement will be rescinded.
14. To ensure a smooth transition and compliance with Texas Administrative Code 348.212, the sending campus must immediately provide a written transition plan, including transcripts, all required school and discipline records, and LEP or SPED documentation, to the JJAEP Campus.
15. Upon issuing the JJAEP Acceptance Form, the JJAEP Administrator will also submit a JJAEP Request for School Records. The expelling district shall provide all necessary records within three (3) business days of the acceptance determination.
16. School records must include:
    a. The withdrawal form from the home school.
    b. Complete transcripts and grades.
    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 records.
    g. Final credits earned.
    h. State assessment results (SEE EXIT DATA REPORTING)
17. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent/guardian within seven (7) to ten (10) school days of JJAEP acceptance. If this timeline cannot be met, the JJAEP campus must communicate reasoning to JJAEP Administrator.
18. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
19. During the JJAEP intake, the student and their parent/guardian 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.
20. At the start of each school year, or as deemed appropriate, Participating Districts will conduct placement reviews for those expulsions carried over from the prior school year and who have reached or exceeded their 75th day placement day in JJAEP.
21. If a student is accepted into the JJAEP but not enrolled due to voluntarily withdrawal by the parent/guardian, the student will remain eligible for JJAEP placement if re-enrolled in a participating district. However, the referring district must hold a new expulsion hearing and issue an updated expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Progress reports for students enrolled in the JJAEP shall be provided to the parent, guardian, or custodian and the JJAEP Administrator or assigned supervision officer at a minimum of once every 120 days or more frequently upon request by the JJAEP Administrator or the 65th District Court.

2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting shall be held prior to the student's return to the home campus to:
    a. Review the student's academic and behavioral progress.
    b. Discuss achievements and obstacles during JJAEP placement.
    c. Develop a graduation or educational transition plan.
    d. Identify necessary supports to help the student remain successful post-placement.

C. JJAEP EXIT CRITERIA

1. A student shall exit the JJAEP under the following conditions:
    a. Upon completion of the expulsion term as stated in the student's official expulsion letter.
    b. Upon completion of court-ordered or deferred supervision, or
    c. At the discretion of the expelling school district, provided the district notifies the JJAEP Administrator in writing of its decision to end the placement. It is strongly recommended that districts expel students for a minimum of seventy-five (75) school days, which allows sufficient time for the student to demonstrate academic and behavioral progress and to complete the IOWA standardized post-test.
2. All Participating Districts provide an appeal process for expulsion decision. A school district retains the authority to make an administrative decision to remove a student from the JJAEP and either return the student to their home school or place them in the district's Disciplinary Alternative Education Program (DAEP). Written notification must be submitted to the JJAEP Administrator by the school district or its designee. This notification shall be documented in the student's JJAEP electronic file.
3. If an expulsion decision is overturned, the Participating District must notify the JJAEP Administrator on the same business day the decision is made.
4. Students who have been enrolled in the JJAEP for at least sixty (60) school days shall be administered the IOWA Post-Test prior to their projected exit date.
5. Assigned Juvenile Probation Officers must inform the JJAEP Administrator at least thirty (30) calendar days in advance if early termination of court supervision or deferred prosecution is being recommended. This advance notice is necessary to ensure that the student can be post-tested prior to exit from the program and reimbursement purposes. Failure to notify may result in missed testing if the student exits the program due to supervision ending.
6. When a student completes a legal supervision status (e.g., Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision), or receives a Motion to Terminate, Review Hearing Order, or Letter of Closure/Completion, the JJAEP Administrator or designee shall promptly inform the JJAEP Campus and the student's home district of the change in legal status.
    a. Following receipt of a legal status change, the school district shall determination whether to transfer the student to their Disciplinary Alternative Education Program (DAEP) or re-enroll the student at the home campus. turn the student to their home school.
7. If the student court disposition results in dismissal, not guilty, or prosecutorial decline the district must receive supporting documentation. Upon receipt, the districts shall determine disciplinary action.
8. The JJAEP Campus shall submit a Withdrawal Form or Universal Lever Form to the JJAEP Administrator within five (5) school days of exit from the program.
9. The JJAEP 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)**
10. Students exiting the JJAEP during the summer due to completion of supervision will be counted toward the prior school year's enrollment data. The cut-off date for summer exit reporting is the day before the start of the new school year.

D. EXIT TRANSITION MEETINGS

1. Upon receiving notice from the JJAEP Administrator that a student is exiting due to completion of the JJAEP term of termination of supervision, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the student's home school.
2. The purpose of this meeting is to fulfill requirements under Texas Administrative Code §348.212 and develop a plan that promotes academic success, social reintegration, and continued progress upon the student's return to their home campus.
3. Participants invited to the Exit Transition Meeting include:
    a. JJAEP Campus Administrator.
    b. JJJAEP Campus Counselor.
    c. Communities in Schools Coordinator (CIS)
    d. JJAEP Campus Teachers or SPED Teacher (if applicable).
    e. Home Campus Administrator
    f. Home Campus Counselor
    g. Assigned Juvenile Probation Officer or JPD Representative
    h. Student and Parent/Guardian.
4. The meeting will include a review of the student's JJAEP placement, progress, and accomplishments, and will establish a graduation or educational transition plan. The following information shall be reviewed during the JJAEP Exit Transition Meeting:
    a. Courses attended during JJAEP placement.
    b. Credits earned and credits pending.
    c. Disciplinary and behavioral progress.
    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. Academic accomplishments and personal improvements.
5. At the time of official exit, the parent or guardian will receive a withdrawal packet from the JJAEP campus. This package includes, grades, credit earned, attendance records, and withdrawal forms.
6. The JJAEP will forward the student's official transcript to their home school campus for placement and reintegration purposes.
7. The JJAEP Registrar shall ensure that all grades and course credit earned are transferred to the sending school district at the time of reentry.
8. For graduating students, a transcript must be provided indicating that the student is being recommended for graduation.
9. If the student's court disposition or legal status changes such as charges (e.g., case downgraded, dismissed, reduced to a misdemeanor, or no disposition), it is the responsibility of the student's school district to determine whether the student will return to their home campus or be placed into the district's DAEP.
10. An Exit Transition Meeting should be conducted prior to a student's release from the JJAEP whenever practicable. However, an Exit Transition Meeting may not be required when a student's charges are declined, dismissed, or otherwise resolved, or when the student's supervision is terminated without timely notification being provided to the JJAEP Administrator.

E. STATEWIDE ASSESSMENT

1. It is the policy of the El Paso County JJAEP that all enrolled students shall participate in the State of Texas Assessment of Academic Readiness (STAAR) and the End-of-Course (EOC) exams in accordance with TEA guidelines and grade level.
2. Students enrolled in JJAEP will take the STARR assessment at their assigned grave level.
3. All testing personnel shall be trained in accordance with TEA guidelines through a pre-scheduled staff development session prior to test administration. 104

4. Each JJAEP campus shall appoint a designated testing coordinator (typically the school counselor) responsible for:
    a. Maintaining test security,
    b. Ensuring proper administration of assessments, and
    c. Safeguarding the confidentiality of the testing materials.
5. Designated teachers may assist the principal or testing coordinator with verifying student grades, securing test materials, and administering the tests in full compliance with TEA requirements.
6. All state assessments scores shall be reported to the student's home school district as part of the JJAEP exit process.
7. Assessment scores will be retrieved by personnel with authorized access to TEA testing portal. These scores are required for inclusion in the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**
8. Students in JJAEP student who do not meet passing standards on STAAR (grades 3-8 or EOC) must receive accelerated instruction, which may include:
    a. Instruction from a recognized, exemplary, or master-certified teacher, or
    b. Supplement tutoring delivered before or after school, or embedded into the student's regular instructional schedule

(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 collaborate with the JJAEP to ensure students have access to appropriate social services and support. JPD and the JJAEP Campus will coordinate and exchange necessary information regarding a student's probation status. In turn, the JJAEP Campus shall provide the JJAEP Administrator with monthly reports documenting each student's attendance, academic progress, and discipline records.

PROCEDURE

4. Within five (5) business days of a student's acceptance into the JJAEP, the JJAEP Administrator shall issue a JJAEP Collaboration and Status Notice to the JJAEP Campus and the assigned Juvenile Probation Officer. This notice shall include:
    a. Student's JJAEP start and projected end date.
    b. Eligible offense resulting in JJAEP placement.
    c. Student's current court or supervision status.
    d. Upcoming court dates, if disposition is still pending.
    e. School record request and JJAEP Exit Transition Meeting information.
    f. Name and contact information for the assigned Juvenile Probation Officer (if applicable).
    g. Notification to the Juvenile Probation Manager and Director to ensure continuity of supervision and support.
    h. Updates regarding any changes in court disposition or assigned probation officer.
    i. Clarification on placement status if the academic year is concluding.

5. The JJAEP campus liaison shall provide the following documentation to the JJAEP Administrator or designee on a monthly basis. These records are critical for monitoring student progress and fulfilling court or supervision requirements:
    a. Monthly Activity Report (MAR).
    b. Student Roster/Spreadsheet - Identifies current enrollments and exit dates, submitted with MAR

c. Attendance Records - Especially for students on court-ordered probation, as probation officers may need to request these for reporting or court hearings

d. Grades in Progress and Discipline Referrals - Required for all significant behavioral incidents in violation of the JJAEP Student Code of Conduct. All disciplinary referrals, including minor infractions, should be included for comprehensive court documentation

§348.214 PHYSICAL PLANT

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

El Paso County JJAEP shall comply with all applicable federal, state, local building codes, ordinances, and regulations, as well as TJJD standards regarding physical plant operations and safety. To ensure compliance, the PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT shall be utilized annually. This review will evaluate the status of health and fire inspections, occupancy signage in classrooms and common areas, and the adequacy of classroom spaces, fixtures, and common areas to meet the programmatic needs. **(SEE APPENDIX E AND E1 – PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT).**

PROCEDURE

1. All emergency exits within each of the JJAEP buildings must be:
   - **a.** Properly located and accessible.
   - **b.** Clear from obstruction
   - **c.** Permanently marked and visible for evacuation during fire or other emergencies.
2. Places of assembly must have a minimum of two (2) operational exit options.
3. Occupancy limits for all facilities must be posted and established in accordance with guidance form the local Fire Marshal. These include:
   - **a.** Rated capacity for each classroom.
   - **b.** Rated capacity of the cafeteria (with or without tables).
   - **c.** Rated capacity of the gymnasium area (if applicable).
   - **d.** Overall facility capacity as determined by the local Fire Marshal.
4. The JJAEP Campus shall ensure that the JJAEP facility maintains:
   - **a.** Comprehensive property insurance.
   - **b.** General liability insurance.
   - **c.** Workers' compensation insurance, in accordance with applicable laws. A copy of the insurance policy may be obtained through the school district's central office.
5. Interior finish materials and furnishings in classrooms, exit areas, and public assembly areas must meet the National Fire Safety Codes (NFPA) standards and applicable codes.
6. The JJAEP Campus must maintain separate and secure space for all mechanical equipment, including HVAC, electrical systems, and other infrastructure.
7. The JAEP Campus shall implement effective safety and security measures to:
   - **a.** Ensure the protection of students and staff.
   - **b.** Restrict access to unauthorized individuals or the general public. All visitors must check in with the campus front desk upon arrival and obtain appropriate authorization prior to entering the campus.

8. The JJAEP Campus must comply with all applicable federal, state, and local building codes. A valid "Certificate of Occupancy" issued by the City of El Paso must be maintained on site and available for all inspections.
9. To determine compliance with this standard, the following will be reviewed:
    a. Fire Inspection Report – Must be posted in a visible area within the facility.
    b. Health Inspection Report – If applicable, must be posted in the kitchen or food service area.
    c. Food Handler Certifications – If applicable, must be posted in the kitchen or food service area.
10. The **JJAEP COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** shall be conducted annually by JPD/JJAEP Administrator. Additional assessment may be conducted if repeated non-compliance is identified.
    a. JJAEP Campus Administrators will be notified of discrepancies and provide two (2) weeks to correct the deficiencies pe Texas Administrative Code §348.214.
    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 for review. CJPO has the authority to communicate compliance, and non-compliance matters directly to district superintendents, school administrators, and other district officials overseeing alternative schools including JJAEP.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSE

(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 shall maintain a comprehensive security plan that ensures students and staff remain safely contained within the facility, prevents unauthorized access by the general public, and facilitates efficient communication and coordination among staff. The JJAEP Campus shall designate the front desk as the control area, which must be staffed during regular operational hours. Additionally, a written security plan shall be maintained for school-sponsored events held off campus and for transportation of JJAEP students.

CRISIS RESPONSE PROCEDURES

In the event of a crisis:

1. The first responder or designated person shall notify the front desk/control area.
2. Alarm systems may be activated to initiate lockdown or evacuation protocols.
3. Support staff using radios and security personnel will announce the designated emergency code (e.g., Code Red).
4. The JJAEP Campus Administrators and designated response team will report directly to the crisis location.
5. Fire drills shall be conducted at least twice (2) per academic year to evaluate response readiness. A fire drill code report and log must be completed by the JJAEP Campus Administrator or designee and submitted for review.

FRONT DESK/CONTROL AREA OPERATIONS:

1. Must be staffed by at least **one (1) staff member** during regular business hours.
2. JJAEP Campus Administrators will rotate monitoring duties if support staff are unavailable.
3. Phones at the control area are for official use only. Personal calls must be minimized to preserve campus security.

VISITOR CONTROL/GENERAL PUBLIC:

1. Visitors must report to the front desk, sign in, and declare the purpose of their visit.
2. No visitor shall pass the control area without prior authorization or clearance.
3. The public is prohibited from entering the main corridor, interior spaces, and classrooms without clearance.
4. Suspicious activity or unauthorized persons on campus grounds must be reported immediately to campus security including EPPD and the JJAEP Campus Administrators.

SCHOOL-SPONSORED EVENTS (OFF CAMPUS):

1. While off-campus school-sponsored events involving JJAEP students are rare, appropriate procedures and safeguards are in place to ensure student safety and compliance with all applicable standards in the event such activities occur.
2. JJAEP students must be supervised by an adequate number of authorized staff at all times.
3. Headcounts shall be conducted periodically throughout the event to ensure all students are accounted for.
4. Any staff member transporting students in a personal vehicle must have current liability insurance on file and maintain appropriate documentation.
5. A signed parental authorization form must be obtained prior to a student's participation in any off-campus activity.
6. In the event of a serious incident occurring during an outing, staff shall follow the same emergency procedures that apply on campus. Emergency services, JJAEP Campus Administrator, JJAEP Administrator, and TJJD shall be notified. A TJJD Incident Report must be submitted within 24 hours for any serious incidents or ANE allegations.

SCHOOL BUS TRANSPORTATION

The transportation of students attending the JJAEP is the sole responsibility of the student's sending school district. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for arranging or providing transportation, including for students with disabilities who require transportation as a related service under federal or state law. Prior to placing an expelled student at the JJAEP, the Participating District shall access the student's access to transportation and must establish a documented transportation plan. If transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parents or guardians, shall be held. Should transportation become an ongoing barrier to regular attendance, the student may be exited from the JJAEP and return to the sending school district.

The Sending District's transportation plan must align with the YISD board-approved calendar, including all designated professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year. Any conflicts between calendars must be addressed and resolved by the sending district through appropriate modifications to their transportation plans.

When transportation is provided by the Participating District, parents or another designated responsible adult is encouraged, whenever possible, to supervise their child at the bus stop, particularly during pick-up and drop-off times. However, it is recognized that many parents may have work or other obligations that prevent them from being physically present. In situations where, Participating District does not provide transportation, it becomes the responsibility of the parent or guardian to arrange reliable transportation to and from the JJAEP. Regardless of the method of transportation, students are expected to arrive at school on time each day. JJAEP personnel who are

authorized to transport JJAEP students in personal or district vehicles must possess a valid driver's license and maintain current proof of adequate auto liability insurance.

PROCEDURE

1. Before placing an expelled student at the JJAEP, the Participating District shall assess the student's access to transportation and develop a transportation plan to ensure consistent attendance.
2. If transportation challenges arise after placement, an emergency meeting with all involved parties, including the student's parent or guardian shall be held to identify a resolution.
3. Should transportation continue to be a barrier to consistent attendance despite efforts to address the issue, the student may be exited from the JJAEP and returned to the sending school district.
4. Participating Districts must align their transportation plans with the YISD board-approved calendar, including professional development days, early release days, holiday closures, inclement weather, intersession, Spring Break, and the beginning and end of the instructional year
5. Any serious incidents or negative behaviors involving a JJAEP student during transportation must be reported to the JJAEP Campus Administrator and the JJAEP Administrator.
6. Bus drivers shall follow their own district's policies and procedures for student transportation, vehicle safety, and maintenance.
7. Student misconduct on a school bus that poses a risk to others must be documented in an incident report. The report shall be submitted to the JJAEP Campus Administrator and forwarded to the JJAEP Administrator. Appropriate administrative or legal action may be taken based on the severity of the behavior.
8. A copy of all incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
9. Emergencies occurring while transporting students must be handled appropriately and in accordance with established protocols, including notification of emergency responders (police, EMS) school administrators, parents/guardians, TJJD (if applicable), and the JJAEP Administrator.

EMERGENCY SITUATIONS

The El Paso County JJAEP shall maintain written policies and procedures regarding emergency situations, including protocols for evacuation, staff responsibilities, and emergency service notifications. Emergency procedures shall include, but are not limited to:

- **A.** Fire
- **B.** Bomb Threats
- **C.** Hazardous Weather Conditions;
- **D.** Active Shooter Event
- **E.** Riots
- **F.** Medical Emergencies

PROCEDURE

A. FIRE

1. The JJAEP shall implement fire prevention practices that prioritize the safety of staff, students, and visitors.
2. The El Paso Fire Department will respond to all fire-related emergencies.
3. The El Paso Fire Department shall inspect the JJAEP Campus fire safety plan annually, ensuring the proper placement of fire extinguishers, first-aid kits, and emergency exits.
    a. Fire extinguishers will be inspected, tagged, and certified annually by an independent and authorized agent.
    b. Any extinguishers used must be recharged and returned to full readiness as soon as possible.
4. The JJAEP Campus Administrator shall ensure that all staff receive training in the use of fire safety equipment and emergency procedures

Combustible Refuse:
All combustible refuse (e.g., rags used with flammable liquids) shall be disposed of immediately in exterior metal dumpsters. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:
Fire drills must be conducted at least twice (2) per year, though individual school districts may require more frequent drills.

1. The JJAEP School Administrator or designee shall schedule and supervise the drills. Prior notification to students is discouraged to maintain realistic response times.
2. The alarm system will be activated by designated security personnel.
3. Students and staff will evacuate to the designated safe zone (staff parking lot).
4. A headcount will confirm all students are accounted for.
5. 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.
6. Fire drills will be timed, documented, and reviewed for effectiveness.
7. The JJAEP Campus Administrator or designee shall make entries of all fire drills conducted into a reporting form/log.
8. Records of all drills will be maintained and provided to the JJAEP Administrator.

Evacuation Plan:
JJAEP shall maintain and post emergency evacuation maps throughout the facility. The JJAEP Campus Administrator shall:

1. Ensure staff are trained on primary and secondary evacuation routes.
2. Maintain documentation logs of drills.
3. Review and update emergency plans accordingly.

Fire Prevention Practices:
Staff must regularly check for fire hazards, including:

1. Proper storage of combustible material.
2. Improper electrical wiring or overloaded outlets.
3. Expired extinguishers.
4. Cluttered storage or improper waste handling.
5. Use of fire-retardant furnishings where feasible.

Fire Response Procedures
Any staff member who first detects smoke or signs of a fire shall:

1. Attempt to extinguish the fire only if is small and controllable. However, the primary function of fire extinguishers is to assist evacuation, not to engage large or spreading fires.
2. Immediately notify the JJAEP Campus Administrator of the incident and request servicing and replacement of the used extinguisher.
3. Use the fire extinguisher following the **"PASS"** method:
   P - Pull the pin.
   A - Aim at the base of the fire.
   S - Squeeze the handle.
   S - Sweep from side to side.

Fire Plan Review
The JJAEP Campus Administrator shall review the fire and emergency plan with JJAEP staff annually and update the plan as necessary to remain in compliance with safety codes and best practices.

Fire Investigations
All reported fires, regardless of severity, must be investigated by the JJAEP Campus Administrator or by a qualified person designated to determine cause and appropriate follow-up actions.

Emergency Services and Firefighting Support
In the event of a fire emergency, 911 must be called immediately. The staff member making the call shall provide clear, complete information regarding the nature and location of the emergency.

Emergency Lighting
The JJAEP Campus shall maintain functional emergency lighting to ensure adequate illumination to exit areas during a power outage or emergency situation.

Fire Hydrants
Fire hydrants located on or near the JJAEP campus shall be:
1. Properly maintained in accordance with city codes.
2. Clearly identified for emergency use.
3. Included in staff and student orientation on safety equipment.

Fire/Smoke Detection System:
The JJAEP Campus shall be equipped with a comprehensive fire/smoke detection system, including:
1. Emergency pull stations.
2. Smoke detectors.
3. Fire extinguishers.
4. Audio/visual alarm indicators.

Emergency Pull Stations
Emergency pull stations may be utilized by staff when smoke or fire is detected prior to automatic system activation, or when immediate evacuation is warranted.
1. To activate: pull down on the handle to initiate the alarm.
2. Pull stations shall be tested annually for proper function.
3. Immediately report situation to the JJAEP Campus Administrator.

Trash Receptacles
To minimize fire hazards, all trash receptacles on campus must be:
1. Fireproof.
2. Readily accessible.
3. Emptied and cleaned daily.
4. In proper working conditions

Emergency Plans and Evacuation Maps
A copy of the facility's emergency floor plan and evacuation routes shall be posted in clearly visible locations throughout the JJAEP campus. Staff are expected to be familiar with evacuation procedures as part of regular training and orientation.

First Aid Equipment
JJAEP staff shall have access to emergency First Aid kits located throughout the facility. All JJAEP employees shall also receive periodic First Aid training as part of their ongoing professional development and compliance with JJAEP standards.

B. BOMB THREAT

Written Threats:

1. Preserve all written materials, including any envelopes, notes, or container.
2. Minimize handling to avoid disturbing possible fingerprints or evidence.
3. Immediately contact local law enforcement to assess the threat and intervene as needed.
4. After police are notified, contact the JJAEP School Administrator or designee and provide a full status update. All materials must be turned over to police upon their arrival at the scene.
5. Follow the district's policies and procedures in handling such threats.

Telephone Bomb Threat:

1. The staff member receiving a bomb threat call should refer to the Bomb Threat Checklist and attempt to gather the following details:
    a. Exact wording of the caller.
    b. Time the call began and ended.
    c. Description of the caller's voice.
    d. Key questions to ask, such as:
        - Where is the bomb located?
        - When will it go off?
        - What does it look like?
        - What kind of bomb it is?
        - What will make it explode?
        - Did you place the bomb?
        - Why?
        - What is your name?
2. Remain calm and courteous. DO NOT hang up, keep the caller on the line for as long as possible.
3. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
4. If the phone has a display, copy the number on the display.
5. Report the call to the JJAEP Campus Administrator immediately when call is terminated.
6. Initiate evacuation by moving students and staff to a designated safe distance 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. If the facility is evacuated, only emergency personnel shall remain on-site. Reentry may occur only with approval from law enforcement or the Fire Marshal. The School Administrator and designated staff will coordinate the evacuation and reentry process.
9. Student's parents/guardians shall 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 event of a **SEVERE STORM ALERT:** Students, staff, and visitors shall be relocated to a designated interior safety zone, such as hallway or shelter areas. In case of a power outage, emergency lighting and backup systems will automatically through the facility's emergency power generator, ensuring continued operation of critical systems and safe evacuation if needed.

D. ACTIVE SHOOTER EVENTS

The JJAEP Campus shall maintain a clearly defined, accessible policy for responding to active shooter incidents. These procedures must be readily available to staff and regularly reviewed.

1. Drill shall be conducted in accordance with district policy, state law, and TEA requirements to ensure that students and staff are prepared to respond effectively.
2. At El Paso County JJAEP, active shooter response drills are referred to as lockdown drills and follow established campus procedures for securing students and staff in place.
3. Typically, a minimum of one (1) armed law enforcement officer is on duty at the JJAEP Campus during regular hours to support safety and emergency response.

E. RIOTS

1. In the event of a riot, fight, or hostage situation, on-campus police officers shall be notified immediately. The El Paso Police Department will assume command of the situation and will instruct JJAEP Campus Administrators of necessary actions.
2. Students not involved in the incident 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. Appropriate action, including detention or release, will be determined by law enforcement based on the outcome of the investigation
6. JJAEP Campus Administrators shall immediately report the incident to the JJAEP Administrator and submit a written incident report.
7. A copy of the incident report will be placed in the student's case.

F. MEDICAL EMERGENCIES

To ensure the safety and well-being of all JJAEP students, any medical emergencies involving illness or injury must be addressed immediately. The JJAEP Nurse or designated staff member shall contact 911 without delay in the event of a serious medical incident.

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 first staff member on the scene shall begin administering first aid. A second staff member shall contact 911, notify the JJAEP Campus Administrators, alert campus police, and call the student's parents/guardians.
2. If the incident is life-threatening, the student shall be transported by EMS to the nearest hospital, accompanied by the student's signed Consent for Medical Treatment
3. Once the student has been stabilized or transported, a designated JJAEP staff member shall:
    a. Notify relevant personnel on the and await further instructions from the JJAEP Campus Administrators.
    b. Ensure either the parent/guardian or a staff member is present at the hospital to support the student. If a parent/guardian is unavailable, the student may be returned to school or home after receiving medical clearance.
    c. Seek immediate medical assistance if administrators are not immediately available, do not delay necessary care.
    d. In non-life-threatening situations, a staff member or nurse will contact the parent to pick up the student.
4. All medical emergencies shall 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

In accordance with TJJD standards and the JJAEP Interlocal Agreement, a minimum of two (2) staff members who are certified in Cardio-Pulmonary Resuscitation (CPR) and First Aid must be on-site and in close proximity to students at all times during operational hours. While the use of substitute teachers is common, they are not considered regular status employees and therefore are not required to hold CPR/First Aid certification. The JJAEP Campus Administrators shall coordinate with the JJAEP Administrator to ensure that at least two (2) regular staff members who are working on-site and included in the daily student-to-staff ratio are properly certified.

PROCEDURE

1. The JJAEP Campus must have a minimum of two (2) CPR and First Aid-certified regular staff on duty during all instructional hours. As designated by JJAEP Campus Administrators, newly hired regular status employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of employment.
2. Certification documentation for all regular status employees will be submitted at least yearly as part of the **STAFFING AND CERTIFICATION LOG** (**APPENDIX F**).
3. Certification logs will not contain names of short- or long-term substitutes. Valid certification cards, including expiration dates, must be submitted and kept on file with the JJAEP Administrator.
4. **Nurses** must maintain valid CPR/First Aid, and CPI certifications and must be identified in staffing plans as individuals who do not lapse in their required credential.
5. 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. However, JJAEP staff are not required to obtain the CAO certification.

(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 required for safety exercises designed to ensure that students and staff are prepared to evacuate the building in case of fire or other emergencies. The JJAEP Campus shall conduct a minimum of two(2) fire drills per academic year. One (1) during the first semester (August-December) and one (1) during the second semester (January-May). The JJAEP shall also maintain written procedures for emergency closures, including inclement weather and other emergency-related disruptions.

PROCEDURES:

1. See also the Evacuation Plan for detailed fire drill steps.
2. The JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.

3. The JJAEP Campus Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and are familiar with written emergency plans and procedures.
4. A log shall be maintained documenting all fire, active shooter, and lockdown drills, including the date, time , outcome, and staff participation.

JJAEP CLOSURE POLICY AND EMERGENCY SITUATIONS

In the event of school closure due to emergency situations (e.g., inclement weather, health or safety threats), the following protocols apply:

1. Parents/Guardians, staff, and students shall be advised to monitor local media for closure announcements. The JJAEP Campus may also issue recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
2. In the event of hazardous weather during the school day, staff and students will be moved to a designated safe area. If power is lost, an automated emergency generator will provide critical lighting and system backup.
3. In an emergency situation occurs while school is in session, the campus will be secured and placed on lockdown. No entry or exit will be permitted until cleared by law enforcement or emergency responders.
4. The JJAEP may also be closed due to non-weather-related safety or health issues, as directed by the school district or public health authorities.
5. The JJAEP will make every effort to notify parents, guardians, or custodians about emergency closures and provide instructions as needed.
6. During the JJAEP Intake, parents/guardians must be advised to keep their contact information updated to ensure timely communication 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 students receive continuous, adequate supervision at all times while on campus, on school grounds, at school-sponsored events, or during disciplinary removals (e.g., administrative segregation, time-out, or in-school suspension). Supervision shall be provided by designated staff including teachers, aides, security personnel, and caseworker. The use of locked rooms for disciplinary removals and electronic monitoring devices as a substitute for direct staff supervision is strictly prohibited. Any student removed from the classroom for disciplinary reasons must remain under uninterrupted visual supervision. JJAEP students shall never be left unsupervised inside or outside the facility.

GENERAL SUPERVISON AND MOVEMENT

JJAEP staff should always know the whereabouts of students, including off-site activities, meals, and daily routines. Staff may not leave their area of responsibility without notifying another staff member. and public safety, students will never be left unattended in any area inside or outside the facility. 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 headcount should be conducted when the group arrives at its destination.

GROUP MOVEMENT OFF CAMPUS:

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 arriving on campus by parent drop-off or district transportation will be supervised from the moment they arrive. Upon arrival, all students will be escorted to a designated search area. Students are searched both to ensure compliance with the JJAEP uniform policy and to prevent the introduction of contraband into the facility.

After searches, students may be directed to a designated waiting area. In some locations, students may wait near the cafeteria or in a classroom prior to breakfast. Depending on the site, students may either eat in a designated classroom or in the cafeteria at a time when DAEP students are not present.

At dismissal, students will be escorted to their morning arrival area to await parent pickup or transportation. Staff or law enforcement personnel will be present to supervise loading and departure. At no time are students to be left unsupervised.

STUDENT SUPERVISION RESPONSIBILITIES

At no time shall one or more students be placed in charge of supervising other students.

USE OF HANDHELD RADIOS BY STAFF:

1. It is the policy of the El Paso County JJAEP that staff responsible for 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 daily pat down/clothed searches by trained, authorized personnel for safety and security purposes. Searches shall only be conducted using approved

methods and must never be used as punishment. Strip searches and anal or genital body cavity searches are strictly prohibited.

SEARCH MODIFICATIONS
Search procedures may be adjusted in response to emergencies such as pandemics or natural disasters but must be reported to and approved by the JJAEP Administrator.

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.

PURPOSES OF SEARCHES:
To prevent the introduction of weapons or other dangerous contraband, ensure compliance with the JJAEP dress code, and maintain student accountability and facility security.

SEARCH 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 from 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. <u>Components of a pat down search</u>:

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. <u>Procedures for conducting an individual pat down search</u>:

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 stomped 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 waistband 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 SEARCHES TECHNIQUES ARE PROHIBITED

Under no circumstances shall staff conduct strip searches. If there is reasonable suspicion that a student is concealing contraband beneath clothing, law enforcement shall be contacted immediately. If unavailable, the JJAEP Campus Administrator or designee shall be notified.

(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 violations of the Student Code of Conduct (SCC) or facility rules. Minor infractions may also warrant a disciplinary referral at the discretion of campus staff. All disciplinary referrals, whether for major or minor infractions must be submitted to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school (OSS) or in-school suspensions (ISS) may also be considered violations of a Judgment of Probation Order. Because youth under JPD jurisdiction are entitled to due process, it is imperative that JJAEP staff provide thorough and accurate documentation.

PROCEDURE

1. Any violation resulting in a disciplinary referral must be documented, and the student's parent/guardian notified as soon as possible, but no later than twenty-four (24) hours after the incident. All referrals must 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. Reports must include:
   a. Full details of incident
   b. Full name of student and date of birth.
   c. Type of violation
   d. Full name and title of referring staff
   e. Actions taken by staff and administration
   f. Time, date, and location of incident
   g. Names of witnesses (staff/students)
   h. Outcome of the incident
5. The JJAEP Administrator will provide a copy of the incident to the assigned Juvenile Probation Officer, if not already submitted, for consideration of court-related 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 twenty-four (24) hours after incident.
8. All disciplinary reports are subject to review by TJJD during 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).

NOTE: ANY SERIOUS INCIDENT INVOLVING RESTRAINT AND REQUIRING MEDICAL ATTENTION IS CONSIDERED A REPORTABLE CASE OF ABUSE, NEGLECT, OR EXPLOITATION UNDER TEXAS ADMINISTRATIVE CODE, CHAPTER 350 AND 358. IT MUST BE REPORTED TO TJJD WITHIN FOUR (4) 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 POLICY

The El Paso County JJAEP staff and Juvenile Probation Officers are prohibited from possessing weapons or chemical agents while on JJAEP property. Visitors are also prohibited from carrying firearms or other prohibited items. Active-duty law enforcement officers operating within their legal authority may carry weapons or chemical agents on campus. 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.

NOTICE: 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, except as noted in subsection (b) of this section. (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 only be conducted by staff who are trained and certified in the approved personal restraint technique, in accordance with Texas Administrative Code and applicable YISD policies.

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 others.

MECHANICAL RESTRAINTS

El Paso County JJAEP staff do not utilize mechanical restraints. If mechanical restraints are necessary, it must be carried out by certified law enforcement officers or authorized personnel (e.g., Community Activities Officers or Juvenile Probation Officers).

PROCEDURE

1. Only certified law enforcement officers or authorized personnel may use mechanical restraints.
2. Restraints shall never be used as punishment, discipline, compliance, or intimidation by any law enforcement officers.
3. 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.

4. 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.
5. Restraint shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury or injury to others is absent.
6. 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 has 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. El Paso County Juvenile Probation staff working directly with JJAEP students at the JJAEP Campus shall be certified and maintain their certification in Handle with Care (HWC) technique accordingly.
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 <u>ONLY</u> 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-on-Staff Assault: If a staff member is attacked (e.g., choking, punching, tackled), they may use only the force necessary to escape and seek help. Staff must not use force to gain control or subdue the student alone.

Student-on-Student Assault: If a staff member cannot get immediate assistance and a student is in danger, they may intervene only to stop the harm or remove the endangered student. Use of force must cease once the immediate risk has ended. If alone and in imminent danger, staff may use force only to avoid, evade, or escape to get help.

REQUIRED ACTIONS FOLLOWING A RESTRAINT

1. The JJAEP 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 in 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.

Note: Allegations made by students against staff shall follow the procedures outlined in the Grievance Process and Student Code of Conduct.

MEDICAL TREATMENT FOLLOWING RESTRAINT:

1. Any 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 JJAEP Campus Administrator and the JJAEP Administrator. The student or staff person will be transported to the nearest hospital facility by 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 strictly prohibits the use of restraint techniques that violate student safety, dignity, or rights. The following restraint methods are expressly prohibited under this policy:

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 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 only be used as a last resort, only when all other behavior management techniques have been exhausted or when a student presents an immediate danger to themselves or others. All restraint incidents must be fully documented, reported to the JJAEP Administrator and TJJD, and maintained in the student's case file. JJAEP staff members must follow both district policies and the JJAEP's more stringent standards where applicable. Restraints conducted by staff trained in approved personal restraints techniques must comply with Texas Administrative Code §348.218(b)e and TJJD reporting requirements

All involved staff must complete and submit the **TJJD INCIDENT REPORT (SEE APPENDIX P)** 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

Each restraint incident must be documented through an Incident Report that includes the following information.

1. Full name and date of birth of the student involved.
2. Name and title of the staff member(s) who applied the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location where the restraint occurred.
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. The JJAEP must adhere to the requirements related to serious incidents set forth in chapters 358 of this title.

POLICY

It is the policy of the El Paso County JJAEP that the JJAEP Campus Administrator or designee shall report any of the following incidents that occur at the JJAEP campus:

1. Death of a student
2. Suicide or attempted suicide
3. Serious injury requiring medical treatment by a physician or physician assistant
4. Youth-on-youth assaults resulting in injuries requiring medical treatment.
5. Any incident involving sexual abuse, serious physical abuse, or neglect.

In all cases involving death, sexual abuse, or serious physical abuse (defined as an injury requiring medical attention), the following response and reporting protocol must be followed:

1. Emergency medical services and law enforcement must be contacted immediately, and no later than one (1) hour from the time of discovery.
2. The Texas Juvenile Justice Department (TJJD) must be notified by phone within four (4) hours; and
3. A written report, using the TJJD Incident Report Form (see Appendix P), must be completed and submitted within twenty-four (24) hours of the incident.

All reporting procedures, timelines, and documentation requirements must conform to the standards set forth in Texas Administrative Code Chapter 358, which governs the reporting of abuse, neglect, and exploitation of juveniles. Staff shall refer to the procedures outlined under §358 for additional guidance on mandatory reporting responsibilities.

§348.222 ABUSE, NEGLECT, AND EXPLOITATION

Abuse, Neglect, and Exploitation(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--an intentional, knowing, or reckless act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program that causes or may cause emotional harm or physical injury to, or the death of, a juvenile served by the juvenile justice facility or program. Abuse also includes the definition in Section 261.001, Family Code.

(2) Administrator--the chief administrative officer of a juvenile probation department, juvenile justice program, juvenile justice facility, or non-juvenile justice contract facility.

(3) Administrative Designee--the role assigned to the administrator when a preponderance of evidence determines that the proximate cause of the abuse, neglect, or exploitation was based on policies and procedures under the direct control of the administrator.

(4) Department--a juvenile probation department.

(5) Emotional harm--an impairment in the juvenile's growth, development, or psychological functioning that normally requires evaluation or treatment by a trained mental health or health care professional, regardless of whether evaluation or treatment is actually received. Sexual conduct between employees, volunteers, or contractors and juveniles is presumed to cause substantial emotional harm.

(6) Exploitation--the illegal or improper use of a juvenile or the resources of a juvenile for monetary or personal benefit, profit, or gain by an employee, volunteer, or other individual working under the auspices of a facility or program.

(7) Incident Report Form--the form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.

(8) Internal Investigation--a formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.

(9) Internal Investigative 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.

(10) Investigative Report--the written report prepared by TJJD detailing its investigation and findings.

(11) Juvenile--a person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, housed in a non-juvenile justice contract facility pursuant to an order of the juvenile court, or participating in a juvenile justice program, including a prevention and intervention program, regardless of age.

(12) Juvenile Justice Facility ("facility")--a facility that is registered by TJJD pursuant to Sections 51.12, 51.125, or 51.126, Family Code**.**

(13) Juvenile Justice Program ("program")--a program or department that:
(A) serves juveniles under juvenile court or juvenile board jurisdiction; or
(B) is operated wholly or partly by the juvenile board or by a private vendor under a contract with the 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.

(14) 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.

(15) Neglect--a negligent act or omission by an employee, volunteer, or other individual working under the auspices of a facility or program, including failure to comply with an individual treatment plan, plan of care, or individualized service plan, that causes or may cause substantial emotional harm or physical injury to, or the death of, a juvenile served by the facility or program. Neglect also includes the definition in Section 261.001, Family Code.

(16) Non-Juvenile Justice Contract Facility--a facility in which a juvenile is placed pursuant to a contract with a department, program, facility, or juvenile board, other than a facility registered with TJJD.

(17) Physical Injury--an injury that normally requires examination or treatment by a trained health care professional, regardless of whether examination or treatment is actually received.

(18) Preponderance of the Evidence--a standard of proof meaning the credible and reliable evidence establishes that it is more likely than not that conduct meeting the definition of abuse, neglect, or exploitation occurred.

(19) Reasonable Cause to Believe--a reasonable ground to suspect that a juvenile has been or may be abused, neglected, or exploited or that a juvenile's physical or mental health or welfare has been adversely affected by abuse or neglect.

(20) Report--formal notification to TJJD of alleged abuse, neglect, or exploitation, the death of a juvenile, or a serious incident.

(21) Serious Incident--an incident that meets one of the following definitions:
(A) 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 for a specific purpose or specific, limited time period;
(B) attempted escape--committing an act that amounts to more than mere planning but that fails to effect an escape;
(C) abscond from a nonsecure facility--the unauthorized departure of a juvenile who has been placed in a nonsecure facility by the juvenile court or the failure of a juvenile to return to a nonsecure facility following an authorized temporary leave for a specific purpose or specific, limited time period;
(D) attempted suicide--any voluntary and intentional action that could likely result in taking one's own life;
(E) reportable injury--any physical injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:
(i) does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or

(ii) results from a personal, mechanical, or chemical restraint and is a substantial injury.
(F) juvenile sexual conduct--conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (25) and (28) of this section, regardless of whether the juveniles consented to the conduct; or
(G) juvenile-on-juvenile physical assault--a physical altercation involving two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(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--includes sexual abuse (by contact or by non-contact) of a juvenile by an employee, contractor, or volunteer or by another juvenile.

(24) Sexual Abuse by Contact (employee, volunteer, or contractor)--any physical contact between an employee, contractor, or volunteer and a juvenile, with or without the consent of the 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 where the employee, contractor, or volunteer has 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 employee, contractor, or volunteer 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 by an employee, contractor, or volunteer to engage in the activities described in subparagraphs (a) - (e) of this paragraph.

(25) Sexual Abuse by Contact (by another juvenile)--any of the following acts between juveniles, if the victim does not consent, is coerced into the act by overt or implied threats of violence, or is unable to consent or refuse, either actually or legally:
(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) penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument; and
(D) any other intentional touching, either directly or through the clothing, of the genitalia, anus, groin, breast, inner thigh, or the buttocks of another person, excluding contact incidental to a physical altercation.

(26) Sexual Abuse by Non-Contact (by employee, volunteer, or contractor)--any sexual behavior, conduct, harassment, or actions by an employee, contractor, or volunteer, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile but do not meet the definition of sexual abuse by contact, 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.

(27) Sexual Harassment (by employee, contractor, or volunteer)--repeated verbal comments or gestures of a sexual nature to a juvenile, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(28) Sexual Harassment (by another juvenile)--any of the following directed by one juvenile to another juvenile: repeated and unwelcome sexual advances, requests for sexual favors, or verbal comments, gestures, or actions of a derogatory or offensive sexual nature by one juvenile directed toward another.

(29) Substantial Injury--an injury that is significant in size, degree, or severity.

(30) Subject--a person alleged or found to be responsible for the abuse, neglect, or exploitation of a juvenile through the person's actions or failure to act**.**

(31) TJJD OIG--TJJD Office of Inspector General.

(32) Victim--a juvenile who is alleged or found to be a victim of abuse, neglect, or exploitation.

POLICY

The El Paso County JJAEP serves youth under the jurisdiction of the El Paso County Juvenile Board and is designated a Juvenile Justice Programs. As such, it must adhere to all applicable laws and procedures, including those outlined in:

1. Texas Administrative Code (TAC), Chapter 358 – Identifying, Reporting, and Investigating Abuse, Neglect, Exploitation, Death, and Serious Incidents;
2. Texas Education Code (TEC) and district-level policies regarding abuse and neglect; and
3. Texas Family Code §261.406 – Investigations in school settings under TEA jurisdiction.

The El Paso County JJAEP enforces a zero-tolerance policy for all forms of sexual abuse, physical abuse, neglect, and exploitation as defined in Chapter 358 of the Texas Administrative Code. Allegations or incidents of abuse may result in administrative or criminal sanctions, in addition to any school-based disciplinary actions. The JJAEP Administrator shall oversee implementation of this policy and ensure periodic training is provided to staff, volunteers, and interns. All campus personnel are responsible for ensuring that students are protected from abuse, neglect, and exploitation.

§358.120 APPLICABILITY

Unless otherwise stated, this policy also applies to:

1. Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility, program, or non-juvenile justice contract facility, regardless of the physical location of the alleged abuse, neglect, or exploitation.
2. Serious incidents involving a juvenile that:
   a. Occur on the premises of a program, facility, or non-juvenile justice contract facility: or
   b. Regardless of the physical location, occur while in the presence of an employee, volunteer, or other individual working under the auspices of a facility, program (JJAEP), or non-juvenile justice contract facility.
3. A death of a juvenile that:
   a. Occurs on the premises of a program, facility, or non-juvenile justice contract facility;
   b. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program, facility, or non-juvenile justice contract facility
   c. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility, program, or non-juvenile justice contract facility.

For purposes of this standard, "working under the auspices of a facility, program, or non-juvenile justice contract facility" includes providing a service to juveniles when that service is authorized by the juvenile board or pursuant to a contract for placement.

In all cases, the JJAEP Campus will also fully adhere to Texas Family Code §261.406 regarding Investigations in Schools under TEA jurisdiction.

§358.210 INFORMATION ON REPORTING

As soon as practicable after a child is taken into custody or placed in a facility or program, the facility or program shall provide the child's parents with:

1. Information regarding the reporting of suspected abuse, neglect, or exploitation of a juvenile in a facility or program to TJJD; and
2. The TJJD toll-free number for this reporting.

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 must be posted in both English and Spanish.

§358.230 REPORTING ABUSE, NEGLECT AND EXPLOITATION

1. **Duty to Report:** Any employee, volunteer, or other individual working under the auspices of a JJAEP program must report an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if the person has reasonable cause to believe a juvenile has been or may be abused, neglected, or exploited or that a juvenile's physical or mental health or welfare has been adversely affected by abuse or neglect.

   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:** The JJAEP Campus Administrator, JJAEP Administrator or designee shall ensure that law enforcement is notified by telephone. The initial report to TJJD must also be made by telephone using the toll-free number designated by TJJD. Within 24 hours after the initial telephone report to TJJD, a completed Incident Report Form shall be submitted to TJJD via email.

§358.260 PARENTAL NOTIFICATION

JJAEP School Administrators shall notify, or diligent efforts to notify, must be made to the parent(s), guardian(s), and custodian(s) of a juvenile who has died or who is the alleged victim of abuse, neglect, or exploitation or was involved in a serious incident. The notice or efforts to notify required by subsection (a) of this section must be made as soon as possible, but no later than 24 hours, from the time a person gains knowledge of or has a reasonable belief that the allegation of abuse, neglect, or exploitation or the death of a juvenile occurred or that a serious incident has occurred.

1. Methods to contact parents are by phone, in writing, or in person.
2. All efforts to provide notification shall be documented on the TJJD Incident Report form and in the internal investigation report.

§358.270 REPORTING OF ALLEGATIONS BY JUVENILES

The El Paso County JJAEP is committed to maintaining a safe, abuse-free environment for all students. In alignment with the Texas Administrative Code §358 and PREA standards, the following measures shall be implemented to protect student rights, encourage reporting, and prevent abuse, neglect, or exploitation.

1. All JJAEP students shall be informed of their right to report allegations of abuse, neglect, exploitation, and the death of a juvenile directly to the Texas Juvenile Justice Department (TJJD).
2. During the JJAEP intake conducted at the campus, students and parents/guardians shall be provided with **APPENDIX R ANE and R1- ANE (SPANISH)** which include TJJD contact information and instructions for reporting allegations.
3. Both the student and parent/guardian shall sign acknowledgment forms upon receipt of the ANE information, and a copy will be provided to the family for reference.
4. 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.
5. If the 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.
6. JJAEP staff shall make every effort to maintain an environment free of coercion, abuse, neglect, exploitation, or any inappropriate conduct and shall remain vigilant for behaviors or indicators that may indicate abuse, neglect, or exploitation.

7. 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.
8. If a student is identified as vulnerable to sexual abuse, reasonable steps shall be taken to ensure the student's safety, including but not limited to increased supervision, periodic check-ins, and follow-up by JJAEP staff.
9. JJAEP staff shall not be the sole supervisor of students of the opposite gender in situations where students may be vulnerable or exposed. This includes, but is not limited to, searches, restroom breaks, changing areas, or similar activities, except in emergency situations when no alternative supervision is immediately available.
10. Students with disabilities, including those who are deaf, hard of hearing, have speech impairments, limited English proficiency, or other communication barriers, shall be provided reasonable accommodations and unimpeded access to report allegations of sexual abuse through any effective means necessary to facilitate communication.
11. The YISD and Juvenile Probation Department shall not hire, transfer, promote, or permit any individual to have contact with JJAEP students if the individual has engaged in sexual abuse, been convicted of sexual abuse or inappropriate sexual conduct, or is currently under investigation for sexual abuse or inappropriate sexual conduct, consistent with applicable laws and district hiring practices..

§358.280 INTERNAL INVESTIGATION

In every case in which a report of the death of a juvenile or of an allegation of abuse, neglect, or exploitation has occurred, an internal investigation must be conducted. The investigation must be conducted by a person qualified by experience or training to conduct a comprehensive investigation.

INITIATION OF INVESTIGATION

The internal investigation must be initiated immediately upon the chief administrative officer or the private facility administrator or their respective designees gaining knowledge of the death of a juvenile or the allegation of abuse, neglect, or exploitation. However, the initiation of the internal investigation will be postponed if:

1. directed by local law enforcement;
2. requested by TJJD OIG, or
3. after consultation with local law enforcement or TJJD OIG, it is determined that the integrity of potential evidence could be compromised.

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
The JJAEP 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.

§358.290 CORRECTIVE MEASURES

At the conclusion of the internal investigation, the JJAEP Campus Administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:
1. Review policies and procedures pertinent to the alleged incident;
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.

§358.300 INTERNAL INVESTIGATIVE REPORT

An internal investigative report must be completed at the conclusion of each internal investigation resulting from an allegation of abuse, neglect, or exploitation or the death of a juvenile. The internal investigative report must include:
1. the date the internal investigation was initiated;
2. the date the internal investigation was completed;
3. the date the alleged victim's parent, guardian, or custodian was notified of the allegation, or documentation that diligent efforts to provide the notification were made;
4. a summary of the original allegation;
5. relevant policies and procedures related to the incident;
6. a summary or listing of the steps taken during the internal investigation;
7. a written summary of the content of all oral interviews conducted;

8. a listing of all evidence collected during the internal investigation, including all audio and/or video recordings and polygraph examinations;
9. relevant findings of the investigation that support the disposition;
10. one of the following dispositions:
    a. founded, which means the evidence indicates that it is more likely than not that the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred or that other conduct constituting abuse, neglect, or exploitation occurred;
    b. unfounded, which means the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur and no other conduct constituting abuse, neglect, or exploitation occurred; or
    c. inconclusive, which means the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred or other conduct constituting abuse, neglect, or exploitation occurred.
11. the date the internal investigative report was completed;
12. the names of all persons who participated in conducting the internal investigation;
13. the name and signature of the person who submitted the internal investigative report; and
    the administrative action, disciplinary action, or corrective measures taken to date, if applicable (e.g., terminated, suspended, retrained, returned to duty, or none).

If disciplinary action is imposed after the submission of the internal investigative report, the JJAEP Administrator or designee must notify TJJD of the disciplinary action no later than five calendar days after the disciplinary action is imposed.

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)

§358.310 SUBMISSION OF INTERNAL INVESTIGATIVE 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 DATA RECONCILLIATION

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. The data must include:
1. name and Personal Identification Number (PID) of each alleged victim;
2. name and date of birth of each subject of investigation
3. date and time of alleged incident;
4. date the alleged incident was reported to TJJD;
5. type of alleged incident (i.e., abuse, neglect, exploitation, death, or serious incident);
6. type of injury, if applicable;
7. whether the alleged incident was restraint-related and, if so, what type of restraint was involved (i.e., personal, mechanical, or chemical);
8. disposition of internal investigation (i.e., founded, unfounded, or inconclusive); and
9. county-generated case identification number.

§348.224 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

It is the policy of the El Paso County Juvenile Board to adopt the **YISD STUDENT CODE OF CONDUCT (APPENDIX B)** for implementation within the El Paso County Juvenile Justice Alternative Education Program (JJAEP). This code outlines key student expectations and consequences and includes the following components:

- Discipline procedures and sanctions
- Prohibited disciplinary practices
- Dress code requirements
- Grievance procedures
- Sexual abuse prevention and reporting protocols

In accordance with the Prison Rape Elimination Act of 2003 (PREA) and applicable district policy, the Student Code of Conduct also details prevention, intervention, and reporting procedures for incidents involving sexual abuse. All students and their parents/guardians are required to sign an acknowledgement form upon receipt of the JJAEP Student Code of Conduct.

A. ADOPTION PROCEDURE

El Paso County JJAEP adopts the Ysleta Independent School District's Student Code of Conduct though formal approval by the Juvenile Board, thereby establishing the behavior management framework for the program. 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 have 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. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.
    - **j.** Out-of-School Suspension (OSS) may be imposed only when behavior is repeated and significant or threatens safety.
    - **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. ISS may exceed three (3) days if reviewed every ten (10) school days by the JJAEP Campus Administrator.

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 who are 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, lip gloss, 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 is 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. The JJAEP shall maintain a grievance procedure to address complaints or concerns raised by students or parents/guardians regarding alleged mistreatment, instructional, or programmatic issues, or perceived violations of student's rights by staff members, JJAEP policies, procedures, or other students. Retaliation in any form against a student or parent/guardian who files a grievance or participates in the grievance process is strictly prohibited. The grievance procedure shall ensure that each student and parent/guardian is afforded at least one level of appeal for all grievance complaints. Complaints shall be reviewed and resolved in a fair, timely, and impartial manner, and documentation of all grievances and their dispositions shall be maintained by the JJAEP Administrator.
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 Programs Supervisor, 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)

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

In accordance with Texas Administrative Code and the Texas Juvenile Justice Department (TJJD) guidelines, it is the policy of the El Paso County Juvenile Justice Alternative Education Program (JJAEP) to utilize biennial performance data provided by TJJD to assess program effectiveness. The data evaluates each mandatory JJAEP across key measures to determine the extent to which the program is meeting its performance objectives.

PROCEDURE

1. Every two (2) years, TJJD publishes a statewide JJAEP Performance Report reflecting statistical and performance data from each county's JJAEP program.
2. Upon publication, the JJAEP Administrator will disseminate the report to the El Paso Juvenile Board, the Chairman of the YISD School Board, Superintendents of Participating Districts, JJAEP Campus Administrators, other relevant stakeholders participating in overseeing the JJAEP.
3. The report will provide a comparison of the El Paso County JJAEP's performance relative to other counties in areas including, but not limited to, student attendance, academic performance, behavioral outcomes, successful transition rates, recidivism rates, and compliance.

§348.400 FUNDING FOR 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

The El Paso County JJAEP, in partnership with the Ysleta Independent School District (YISD) and other participating districts, acknowledges that the daily rate of compensation for educational services is determined by the State of Texas and may be adjusted during the fiscal year. In accordance with Texas Education Code §29.012 and §37.011, participating school districts that provide educational services to pre-adjudicated or post-adjudicated students confined by court order in a juvenile facility operated by a juvenile board are entitled to include those students in their Average Daily Attendance (ADA) for the purposes of Foundation School Program (FSP) funding.

JJAEP MISSION STATEMENT

The mission of the El Paso County Juvenile Justice Alternative Education Program is to provide a safe, structured, and academically enriching environment for students expelled from their home campuses under Texas Education Code, Chapter 37. The program is committed to enabling students to perform at grade level, fostering academic achievement and personal growth, and equipping students with the skills necessary to make responsible decisions, successfully reintegrate into their school communities, and become productive members of society.

EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM STUDENT CODE OF CONDUCT 2026-2027 SCHOOL YEAR

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent/Guardian,

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 has been placed in the JJAEP as a result of an expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide information regarding the general rules, expectations, and guidelines for attending and receiving educational services through the JJAEP operated by the Ysleta Independent School District (YISD).

Additionally, a JJAEP brochure is included with this document containing contact information for the participating school district's Campus Principal and Assistant Principals, as well as El Paso County Juvenile Probation JJAEP staff.

We encourage you to read this publication thoroughly and to discuss it with your family. If you have any questions regarding the information contained herein, please contact a Campus Administrator or the JJAEP Administrator for clarification. Students assigned to the JJAEP remain subject to the Ysleta Independent School District's Student Code of Conduct; however, this JJAEP Student Code of Conduct serves as a supplement and may contain additional rules, expectations, sanctions and procedures that must be followed.

Both the student and parent/guardian must sign in the spaces provided below and return this acknowledgment form to the school.

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND UNDERSTAND THAT WE ARE RESPONSIBLE FOR READING AND COMPLYING WITH 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

Offense Description	Offense Type
Unlawful Weapon: Handgun [PC 46.02(a)]	Mandatory
Unlawful Weapon: Location-Restricted Knife [PC 46.02(a-4)] (For students who are under the age of 18)	Mandatory
Prohibited Weapon: Explosive Weapon [PC 46.05(a)(1)(A)]	Mandatory
Prohibited Weapon: Machine Gun [PC 46.05(a)(1)(B)]	Mandatory
Prohibited Weapon: Short-Barrel Firearm [PC 46.05(a)(1)(C)]	Mandatory
Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05(a)(2)]	Mandatory
Prohibited Weapon: Chemical Dispensing Device [PC 46.05(a)(3)]	Mandatory
Prohibited Weapon: Zip Gun [PC 46.05(a)(4)]	Mandatory
Prohibited Weapon: Tire Deflation Device [PC 46.05(a)(5)]	Mandatory
Prohibited Weapon: Improvised Explosive Device [PC 46.05(a)(6)]	Mandatory
Aggravated Assault [PC 22.02]	Mandatory
Sexual Assault [PC 22.011]	Mandatory
Aggravated Sexual Assault [PC 22.021]	Mandatory
Arson [PC 28.02]	Mandatory
Murder [PC 19.02]	Mandatory
Capital Murder [PC 19.03]	Mandatory
Attempted Murder or Capital Murder [PC 15.01]	Mandatory
Indecency with a Child [PC 21.11]	Mandatory
Kidnapping [PC 20.03]	Mandatory
Aggravated Kidnapping [PC 20.04]	Mandatory
Robbery [PC 29.02]	Mandatory
Aggravated Robbery [PC 29.03]	Mandatory
Manslaughter [PC 19.04]	Mandatory
Criminally Negligent Homicide [PC 19.05]	Mandatory
Continuous Sexual Abuse of Young Child or Disabled Individual [PC 21.02]	Mandatory
Felony Drug Offense (excluding Marijuana or THC) [HSC 481]	Mandatory
Burglary [PC 30.02]	Mandatory
Assault Causing Bodily Injury to School Employee or Volunteer [PC 22.01(a)(1)]	Mandatory
Exhibit, Use, or Threaten to Exhibit or Use Firearm [PC 37.125]	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District (YISD) has adopted this JJAEP Student Code of Conduct as a supplement to the District's Student Code of Conduct. All students placed in the JJAEP are expected to comply with both the district-wide disciplinary procedures and the specific provisions contained in this JJAEP Student Code of Conduct.

B. NOTICE

Students and their parents, guardians, or custodians shall receive a copy of the JJAEP Student Code of Conduct (SCC) at the time of intake and shall acknowledge receipt by signing the designated form. As part of the student's placement in the JJAEP, families are encouraged to review the YISD Student Code of Conduct, available on the YISD website, which contains comprehensive policies regarding student behavior, expectations, and disciplinary procedures throughout the district.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct outlines sanctions and disciplinary procedures applicable to students assigned to the program while ensuring due process protections are upheld. The JJAEP Student Code of Conduct adopts and enforces all disciplinary provisions contained in the YISD Student Code of Conduct, while also applying additional guidelines necessary for maintaining a safe, secure, and structured alternative setting.

In accordance with the YISD Student Code of Conduct, all disciplinary action within the JJAEP shall be designed to improve student conduct and to promote positive engagement in the educational environment. Disciplinary consequences shall be determined based upon the professional judgment of teachers and administrators while considering the following factors: seriousness of the offense, student's age and grade level, frequency and nature of the misbehavior, student's attitude and response to correction, impact on the school environment, and statutory requirements. Prohibited student conduct is detailed within the YISD Student Code of Conduct. However, due to the nature of JJAEP placement, the following categories further distinguish major and minor violations.

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.

Note: In determining disciplinary consequences, the District shall consider mitigating factors such as self-defense, intent or lack of intent, the student's disciplinary history, and any disability that may impact the student's understanding of the behavior's wrongfulness.

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 occurring within the JJAEP shall be reported to the JJAEP Administrator and, when applicable, the assigned Juvenile Probation Officer, who will document the conduct/incident.
- Consequences for inappropriate conduct shall be 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. Parents or guardians shall be notified when a student is suspended or assigned to 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 when serious violation of school rules or policies occur. The JJAEP Campus Administrator shall 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)** – ISS should be utilized whenever appropriate in lieu of suspension. ISS may be extended beyond prior limits, provided the campus conducts a formal review every 10 instructional days, documenting progress or required modifications in support plans
  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** – May address behavioral concerns directly with the student and notify the court when appropriate.
  7) **Home Visits** – May 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** – Service providers and therapists may be contacted to discuss behaviors observed within the educational setting and coordinate appropriate interventions.

F. EXPECTATIONS OF JJAEP STUDENTS

JJAEP students are expected to:

- 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

The following disciplinary sanctions are strictly 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 promote good grooming and hygiene, maintain safety and security, minimize disruptions to the educational environment, and encourage respect for authority.

Uniform Appearance:

- **Expectations:** Students shall arrive at school in proper uniform attire and groomed in a manner that is clean, neat, and does not present a health or safety hazard to themselves or to others.
- **Compliance:** Students who are 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, lip gloss, 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 JJAEP 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.
- Electronic devices, including electronic cigarettes, toys, gaming devices, tablets, laptops, smartwatches, headphones, and similar items are prohibited.
- 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 from students and parents/guardians regarding mistreatment, instructional concerns, programmatic issues, or alleged violations of student's rights by staff, policies, or another student. Retaliation in any form against a student who files a grievance is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to any JJAEP staff member, Counselor, Campus

Administrator, or directly to the YISD's Department of Student Services located 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 Programs Supervisor, 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

The El Paso County JJAEP shall promptly respond to all complaints or grievances submitted by 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 is committed to maintaining a safe, secure, and supportive educational environment for all students. The following requirements are intended to reduce the risk of sexual abuse, neglect, or exploitation, and other forms of physical or emotional 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, and 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).
- Students with disabilities, including students who are deaf or hard of hearing, shall be afforded reasonable accommodations to ensure meaningful access to reporting mechanisms and protective services.
- YIS and the Juvenile Probation Department shall not knowingly hire, promote, or retain individuals who have 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 and the 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 shall 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 experienced difficulties within the traditional school setting may have the opportunity 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 least 16 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 who have earned fewer than 4 high school credits may be given priority consideration for participating in 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. CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING

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, natural disaster, or other emergency situation.

Searches shall be conducted solely for safety and security purposes. Search procedures may be modified when necessary to ensure the safety and security of JJAEP students and staff in light of a pandemic, natural disaster, or similar emergency. Any modifications to search procedures shall be noted and reported to the JJAEP Administrator.

In accordance with Texas House Bill 6, the JJAEP may utilize DAEP placement only when:

1. No physical JJAEP placement is available due to capacity or extenuating circumstances.
2. The virtual education placement provides instruction equivalent to in-person services.
3. Documentation is maintained that clearly demonstrates the necessity of the virtual placement and educational equivalency.

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT

JJAEP STUDENT GRIEVANCE FORM

This form is to be completed if you believe you or another student has been treated unfairly or in a manner that violates the Student Code of Conduct. Once completed, please submit this form to the Assistant Principal**. If the grievance involves the Assistant Principal, submit it directly to the Principal.**

JJAEP FACILITY (Select One):

□ CCA HIGH SCHOOL
□ CCA MIDDLE SCHOOL

Student's Name: _____ Date & Time: _____

Description of Complaint or Concern:
(Please provide as much detail as possible, including names of any individual involved, date(s) of the incident(s), and what you believe was unfair or inappropriate.)

_____

_____

_____

_____

_____

_____

_____

_____

_____

Check this box if additional information is 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 Diversionary and JJAEP Programs Supervisor, 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																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						

Revised: 06/24/2026-REH

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 <u>not</u> investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement <u>and</u> 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 *<u>not</u>* replace the narrative.**
- The details of the incident should include ***<u>who</u>, <u>what</u>, <u>when</u>, <u>where</u>, <u>why</u>***, *and* ***<u>how</u>***, 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.*

THE DISTRICT YSLETA INDEPENDENT SCHOOL DISTRICT

YSLETA ISD CALENDAR 2026-2027

July

1-3	District Holiday
13-22	Student Registration
20-22	New Teacher Induction
23-31	Professional Development
24	Teacher Prep Day

August

3	1st Instructional Day/1st Day of the 1st Semester
24	Parent Conference/Full Day Instruction (HS)
25	Parent Conference/Full Day Instruction (MS)

September

7	Labor Day/District Holiday
15	Parent Conference/Full Day Instruction (ES)
25	End of 1st Nine Weeks
28-30	Fall Intersession

October

1-2	Fall Intersession
5-9	Fall Break
12	Professional Development/No Students

November

11	Veteran's Day/District Holiday
23-27	Thanksgiving Break

December

1-3	STAAR/EOC Testing
18	Early Release/Students Half-Day (4 hrs) End of 1st Semester/End of 2nd Nine Weeks
21-25	Winter Break
28-31	Winter Break

January

1	Winter Break
4	Professional Development
5	1st Day of 2nd Semester/ Students Report Back to School
18	Martin Luther King Jr. Day/ District Holiday

February

22	Parent Conference/Full Day Instruction (HS)
23	Parent Conference/Full Day Instruction (MS)
24	Parent Conference/Full Day Instruction (ES)

March

5	End of 3rd Nine Weeks
8-12	Spring Intersession
15-19	Spring Break
22	Professional Development/No Students/ Inclement Weather Make-Up day
26	Good Friday/District Holiday
29	Easter Monday/District Holiday/ Inclement Weather Make-Up Day

April

6-9	STAAR Testing
13-16	STAAR Testing
20-23	STAAR Testing

May

31	Memorial Day/District Holiday

June

4	Early Release/Students Half-Day (4 hrs) End of 2nd Semester/Last Instructional Day
15-17	STAAR/EOC Retest
18	Juneteenth/District Holiday

Teacher Work Days
187

Instructional Days
1st Semester **82** 2nd Semester **94**

- Holiday / Non-Duty Day
- Beginning/End of Semester
- End of Grading Period
- Student Registration
- Intersession
- Early Release
- Professional Development
- STAAR/EOC Testing
- Inclement Weather Make-Up Day
- Parent Conference

July

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

August

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

September

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

October

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

November

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

December

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

January

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

February

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

March

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

April

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

May

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

June

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

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 2025-2026 school year. **Board Approved: January 14, 2026** **Revised: May 20, 2026**

IN WITNESS WHEREOF, THE PARTIES EXECUTE THIS AGREEMENT:

ATTEST:

By:_____
Board Secretary

Date:_____

TORNILLO INDEPENDENT SCHOOL DISTRICT

By:_____
Ms. Marlene Bullard, Board President

Date:_____

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, 2026, through September 30, 2027. 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 2026, and complete performance no later than September 30, 2027.

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 $**4.25**, Snacks **$3.00,** and Lunch **$6.75**. 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 1, 2026 through August 31, 2027. 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 1st day of September 2026 and shall complete performance no earlier than August 31, 2027.

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 **$6.75** 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: 2026 – 2027 Adult Meal Prices
Date: August 20, 2026

HISTORY:
The USDA/TDA 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. To calculate adult meal prices, we use the worksheet provided by TDA (Texas Department of Agriculture) on the Square Meals website.

https://squaremeals.org/Programs/National-School-Lunch-Program/Administration-Forms/u9211q/6164756C74

BUDGET IMPACT:
None

ADMINISTRATIVE RECOMMENDATION:
Administration is recommending the Board of Trustees approve the price of $4.00 for adult breakfast meal and $5.75 for adult lunch meal for SY 2026-2027.

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	$ 4.78
Performance-Based Rate	$ 0.09
Severe Need Lunch Rate	
USDA Foods Rate	$ 0.32
Total Federal Funds Received	$ 5.19
Minimum Adult Charge	**$ 5.19**

Method 2 Breakfast	
Federal Funds/Reimbursement Rate	**Amount CE Receives**
Free Reimbursement Rate	$ 2.54
Severe Need Breakfast Rate	$ 0.51
USDA Foods Rate (Add if USDA Foods are used at breakfast)	$ 0.32
Total Federal Funds Received	$ 3.37
Minimum Adult Breakfast Charge	**$ 3.37**

New Lunch Price for 26-27 is 5.75

New Breakfast Price for 26-27 is 4.00

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

Special Education Department
19200 Cobb Avenue
PO Box 170
Tornillo, TX 79853
Phone 915.765.3041
Fax 915.765.3099

MEMORANDUM

TO: BOARD OF TRUSTEES
FROM: TORNILLO INDEPENDENT SCHOOL DISTRICT SPECIAL EDUCATION DEPARTMENT
SUBJECT: CONTRACTS FOR PROVIDERS OF SPECIAL EDUCATION RELATED SERVICES AND ATTORNEY RETAINMENT
DATE: 08/10/2026

HISTORY:

Tornillo ISD utilizes contracted professionals to provide certain special education services and therapy to students receiving special education services. These areas include attorney services and consultation, Occupational Therapy, Physical Therapy, In-Home/Parent Training, AI Teacher, VI Teacher, Diagnosticians, Adapted PE Coach, and Licensed Specialist in School Psychology.

RATIONALE:

The use of contracted service providers allows Tornillo ISD to provide the needed and required special education and related services to students as part of their Individual Education Plan (IEP) that result in a Free Appropriate Public Education in a cost-effective manner. Each student receives an IEP that is reasonably calculated by the Admission, Review and Dismissal Committee (ARD) and must be implemented in order to meet the federal requirements for eligible students. The full implementation of the IEP will allow the special education student to progress through the general curriculum. The number of special education students that require these services in the Tornillo ISD does not justify the employment for full time service providers in these areas.

BUDGET IMPACT:

All special education contracted services are currently paid through IDEA-B federal funds (224) and local funds (199). The amounts paid are based on student needs and service times in the individual student's IEP as well as any needed evaluations or re-evaluations needed.

ADMINISTRATIVE RECOMMENDATION:

At this time, the Administration is recommending that the following Special Education Professional Service Contracts for the 2026-2027 school year be approved:

1. Occupational Therapist
2. Physical Therapy
3. Attorney services and retainment
4. AI Teacher for the Hearing Impaired
5. VI Teacher for the Visually Impaired
6. Adapted PE Coach
7. Licensed Specialist in School Psychology
8. Licensed Diagnostician services
9. Special Education Counselor
10. Speech therapy service providers and evaluator

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
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, 2026** and ending **August 31, 2027**, 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 for the **sum of $600 total for Student Evaluations and a maximum of $200 per ARD participation including but not limited to paperwork and ARD participation.** 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.

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

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

Ann Morales
Contractor Full Name

Ann Morales
Ann Morales (Aug 10, 2026 13:18:13 MDT)
Contractor Signature

08/10/26
Date

LSSP
Title

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

_____
Superintendent

_____
Date

26-27- Ann Morales

Final Audit Report 2026-08-10

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAA6Nc666a4ZLmbjx-GFHi6N7p5lPB9311B

"26-27- Ann Morales" History

Document created by Anna Brew (brewa@tisd.us)
2026-08-10 - 6:01:13 PM GMT

Document emailed to Ann Morales (dandymorales@hotmail.com) for signature
2026-08-10 - 6:02:27 PM GMT

Email viewed by Ann Morales (dandymorales@hotmail.com)
2026-08-10 - 7:14:32 PM GMT

Document e-signed by Ann Morales (dandymorales@hotmail.com)
Signature Date: 2026-08-10 - 7:18:13 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-08-10 - 7:18:13 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 **H2A Consulting LLC** whose contract number is **20241** (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, 2026** and ending **August 31, 2027**, 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 for **$550 flat rate per month for all DHH students' to include all direct services and consultative services, ARD participation, and documentation. ARD's paperwork and ARD participation will not be billed separately or per hour. $200 flat rate for all initial and Re Evaluations, and an additional $175 per month for any new student that qualifies for student services.** Computed in accordance with Texas law and school district Board policy in effect at the time such fee is incurred by the Contractor. All services are at will and are to be on an "as needed" basis.

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.

Lindsey Stopani

Contractor Full Name

L. Stopani
Lindsey Stopani (Aug 15, 2026 17:34:54 MDT)

Contractor Signature

08/15/26

Date

Itinerant AI Teacher

Title

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

_____ _____

Superintendent **Date**

26-27 H2A

Final Audit Report 2026-08-15

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsaRGnv1PnZHS0pul8uiST33ylkqP5Px3

"26-27 H2A" History

Document created by Anna Brew (brewa@tisd.us)
2026-08-10 - 6:02:51 PM GMT

Document emailed to stopani.h2aconsulting@gmail.com for signature
2026-08-10 - 6:03:47 PM GMT

Email viewed by stopani.h2aconsulting@gmail.com
2026-08-10 - 7:47:14 PM GMT

Signer stopani.h2aconsulting@gmail.com entered name at signing as Lindsey Stopani
2026-08-15 - 11:34:52 PM GMT

Document e-signed by Lindsey Stopani (stopani.h2aconsulting@gmail.com)
Signature Date: 2026-08-15 - 11:34:54 PM GMT - Time Source: server - Signature Appearance Selected: DRAW

Agreement completed.
2026-08-15 - 11:34:54 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 **Maria Teresa Robert** whose contract number is **2025-04** (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, 2026** and ending **August 31, 2027**, 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 for the **sum of $80 maximum total for Student Services per hour including therapy and a maximum of $80 per ARD participation including but not limited to paperwork and ARD participation, as well as a 30 minute travel allowance for a total of $40 per Tornillo ISD visit** 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.

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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.

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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.

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.

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

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

Maria T Robert
Contractor Full Name

Maria T Robert
Maria T Robert (Aug 13, 2026 09:08:53 MDT)
Contractor Signature

08/13/26
Date

Adaptive Physical Education Teacher
Title

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

26-27- Maria Teresa Robert- APE

Final Audit Report 2026-08-13

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAQDMWlispfno_wZHu6GZ3UVTEfBVaCcxb

"26-27- Maria Teresa Robert- APE" History

Document created by Anna Brew (brewa@tisd.us)
2026-08-10 - 6:04:14 PM GMT

Document emailed to Tessy Robert (tessrobkdawgs@gmail.com) for signature
2026-08-10 - 6:05:03 PM GMT

Email viewed by Tessy Robert (tessrobkdawgs@gmail.com)
2026-08-11 - 1:14:47 AM GMT

Signer Tessy Robert (tessrobkdawgs@gmail.com) entered name at signing as Maria T Robert
2026-08-13 - 3:08:51 PM GMT

Document e-signed by Maria T Robert (tessrobkdawgs@gmail.com)
Signature Date: 2026-08-13 - 3:08:53 PM GMT - Time Source: server - Signature Appearance Selected: TYPE

Agreement completed.
2026-08-13 - 3:08:53 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, 2026** and ending **August 31, 2027**, 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 for the **sum of $50 per hour of direct therapy services as a COTA to include but not limited to direct student therapy and documentation** 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.

Mark Porras
Contractor Full Name

Mark Porras (Aug 12, 2026 17:57:27 MDT)
Contractor Signature

08/12/26
Date

Certified Occupational Therapy Assistant
Title

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

_____
Superintendent

_____
Date

26-27 Mark Porras

Final Audit Report 2026-08-12

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxS7LtLkiodnhVMmumFBmImPGg163UDLm

"26-27 Mark Porras" History

Document created by Anna Brew (brewa@tisd.us)
2026-08-10 - 6:05:30 PM GMT

Document emailed to ttrublue31@icloud.com for signature
2026-08-10 - 6:06:13 PM GMT

Email viewed by ttrublue31@icloud.com
2026-08-10 - 6:30:39 PM GMT

Signer ttrublue31@icloud.com entered name at signing as Mark Porras
2026-08-12 - 11:57:25 PM GMT

Document e-signed by Mark Porras (ttrublue31@icloud.com)
Signature Date: 2026-08-12 - 11:57:27 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-12 - 11:57:27 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 **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, 2026** and ending **August 31, 2027**, 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 for the **sum of $200 flat fee for student evaluations of OT therapy and a maximum of $100 total for services to include ARD paperwork, ARD attendance, PLAAFP, G&O updates etc. and/or $85 total per hour for any related services provided, supervision of COTA as well as a for a flat fee of an hour for travel allowance** 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.

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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.

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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.

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.

Nancy Menjivar

Contractor

Nancy Menjivar (Aug 11, 2026 17:42:30 MDT)

Contractor Signature

08/11/26

Date

Occupational Therapist

Title

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

Superintendent

Date

26-27- Nancy Menjivar

Final Audit Report 2026-08-11

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAovIPuO0IRKRMY_9JAkLPsR8zJ7Lv40kW

"26-27- Nancy Menjivar" History

Document created by Anna Brew (brewa@tisd.us)
2026-08-10 - 6:06:50 PM GMT

Document emailed to nancy.m15@yahoo.com for signature
2026-08-10 - 6:07:43 PM GMT

Email viewed by nancy.m15@yahoo.com
2026-08-11 - 2:13:25 AM GMT

Signer nancy.m15@yahoo.com entered name at signing as Nancy Menjivar
2026-08-11 - 11:42:28 PM GMT

Document e-signed by Nancy Menjivar (nancy.m15@yahoo.com)
Signature Date: 2026-08-11 - 11:42:30 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-11 - 11:42:30 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, 2026** and ending **August 31, 2027**, 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 for **$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 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.

Hector Zavaleta
Contractor Full Name

Hector Zavaleta
Contractor Signature

08/10/26
Date

Owner
Title

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

_____
Superintendent

_____
Date

26-27- RGTG

Final Audit Report 2026-08-10

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAq8YeNvWt2JwnXDMs5WflprRLD7oxOVsb

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Document e-signed by Hector Zavaleta (hzavaleta@rgstg.com)
Signature Date: 2026-08-10 - 8:18:15 PM GMT - Time Source: server - Signature Appearance Selected: IMAGE

Agreement completed.
2026-08-10 - 8:18:15 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:

1. During the period beginning **September 01, 2026** and ending **August 31, 2027**, 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 for **Speech Language Pathologist (SLP) Not to exceed $85 per hour for any ARD preparation, supervision, evaluations per hour, and any other services rendered; a maximum of $72 per hour for student services, paperwork assistance, etc. services by Speech Language Pathologist Assistant(SLPA); and a maximum of $110 for any services rendered by VI teacher. At this time, travel time will not be compensated unless it was previously agreed upon. Only for VI teacher due to increased travel distance and availability at 1 hour total per visit (travel to district and travel from). Time should not exceed IEP time and the 30 minute maximum of consecutive consultative time for the performance of the Contractor's duties under this contract total, 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. All services are at will and are to be on an "as needed" basis. **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.

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.

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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.

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.

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

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 10, 2026 16:28:31 MDT)	08/10/26
Contractor Full name	**Contractor Signature**	**Date**

Owner/CEO

Title

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

26-27- xspedite

Final Audit Report 2026-08-10

Created:	2026-08-10
By:	Anna Brew (brewa@tisd.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAemFg0cJsm-E51XzaQA9Bj9e7wiX5nE2v

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Document e-signed by Roxanne Franco (rfranco@xspedite.com)
Signature Date: 2026-08-10 - 10:28:31 PM GMT - Time Source: server - Signature Appearance Selected: MOBILE_DRAW

Agreement completed.
2026-08-10 - 10:28:31 PM GMT

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS P.C.

August 7, 2026

Ms. Rosa 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, 2026, 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 9/1/2026 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) 232-9169.

Sincerely,

Eric G. Rodriguez

EGR/glo
Enclosures

cc: Ms. Marlene Bullard, Board President
Ms. Maricela Ramos, Special Education Director/504 Coordinator Diagnostician

WALSH GALLEGOS
KYLE ROBINSON & DE LOS SANTOS 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 & De Los Santos 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 2276 and 809: Pursuant to Texas Government Code Chapters 2276 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).

13. Generative AI: While representing District, Law Firm may use generative AI tools and technology like Westlaw to assist in legal research, document drafting and other legal tasks. This technology enables us to provide more efficient and cost-effective legal services. However, it is important to note that while generative AI can enhance Law Firm's work, it is not a substitute for the expertise and judgment of Law Firm's attorneys. Law Firm will exercise professional judgment in using AI-generated content and ensure its accuracy and appropriateness in your specific matters. By entering into this agreement, District understands and agrees to Law Firm's use of AI-assisted applications, including Law Firm's limited, supervised use of those tools to process certain confidential information under Law Firm's continuing monitoring to reasonably protect the confidentiality of all information.

TORNILLO INDEPENDENT SCHOOL DISTRICT

By: _____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Date)

WALSH GALLEGOS KYLE ROBINSON & DE LOS SANTOS P.C.

By: _____

Joe A. De Los Santos
Managing Shareholder

8/1/2026
(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 & DE LOS SANTOS P.C.

Program for EFT/ACH Payments

Walsh Gallegos Kyle Robinson & De Los Santos 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 & DE LOS SANTOS 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 & DE LOS SANTOS P.C.

FEE SCHEDULE AS OF JULY 16, 2025
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 $265/hour for associates licensed less than one year, $290/hour for associates licensed one to two years, $340/hour for associates licensed over two years, or $360/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 $265/hour for associates licensed less than one year, $290/hour for associates licensed one to two years, $360/hour for associates licensed over two years, or $380/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 & DE LOS SANTOS 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 & DE LOS SANTOS 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. Maricela Ramos	Special Education Director/504 Coordinator Diagnostician	ramosm@tisd.us
Mr. Luis Guerra	Finance-Executive Director	guerral@tisd.us
Mrs. Myrna Patti-Lopez	Principal	lopezmy@tisd.us
Ms. Anna Brew	Special Education Case Worker	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:
2026-1494677

Date Filed:
07/28/2026

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 & De Los Santos P.C.
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
Gallegos, Elena	Austin, TX United States	X	
Kyle, Paige	Austin, TX United States	X	
Robinson, Bridget	Austin, TX United States	X	
De Los Santos, Joe	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, 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 31st day of July (month), 20 26 (year).

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

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

Tornillo Independent School District
Donation Acknowledgement Form

Date of Request: 8/6/26 School/Department: Tornillo High School

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

Donation Description	Quantity	Value
monetary Donation (Check)	1	$200.00

Purpose of donation:
Senior Trip (Co 2027)

Donor or Donor Organization Name: Don Pancho's
Address, City, State & Zip Code: Tornillo, TX, 79853

Check one
- ○ Non-monetary donation
- ○ This donation will be recorded in the campus/department activity account
- ◉ This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Club Name: CO 2027 (Senior Trip)
Account Number: CO2027 Account
Sponsor Signature: [signature] Date: 8/6/26

Requestor's Signature: [signature] Date: 8/6/26

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor

Original to be kept by Executive Secretary

Vision: Believe we can succeed, with pride we will achieve.
Mission: The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.

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

Tornillo Independent School District
Donation Acknowledgement Form

Date of Request: 7/26/24 School/Department: JH

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

Donation Description	Quantity	Value
RAMON TIRES	1	430.00
PEREZ PROPANE	1	250.00
WEBB FEED	1	200.00
LUJAN TRUCKING	1	200.00
WESTERN TECH	1	300.00

Purpose of donation: 8th grade end of year fieldtrip.

Donor or Donor Organization Name: _____
Address, City, State & Zip Code: _____

Check one
- ◯ Non-monetary donation
- ◯ This donation will be recorded in the campus/department activity account
- ◉ This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in

Club Name: JH.
Account Number: 461 11 6499 00 0041 11 1 000
Sponsor Signature: Isela Alg. Date: 7/26/24

Requestor's Signature: J. Gz Date: 7/26/24

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor

Original to be kept by Executive Secretary

Vision: *Believe we can succeed, with pride we will achieve.*
Mission: *The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*

TORNILLO INDEPENDENT SCHOOL DISTRICT

Educating children today to be the leaders of tomorrow.

Tornillo Independent School District
Donation Acknowledgement Form

Date of Request: 08/26/2026 School/Department: Superintendent's Office

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

Donation Description	Quantity	Value
Gift cards from FFGA, Frank Martinez	30	$50 ea.
Gift cards from Linebarger, Jose Padilla	13	$50 ea.

Purpose of donation:
Staff and student incentives

Donor or Donor Organization Name: _____
Address, City, State & Zip Code: _____
_____

Check one
- (●) Non-monetary donation
- ( ) This donation will be recorded in the campus/department activity account
- ( ) This donation is for the benefit of the following club or team and will be recorded in their account if the donation is monetary in
  Club Name: _____
  Account Number: _____
  Sponsor Signature: _____ Date: _____

Requestor's Signature: R Aguilar Date: 08/26/26

Board President Signature: _____ Date: _____

Copy to Finance Department & Requestor

Original to be kept by Executive Secretary

Vision: *Believe we can succeed with pride we will achieve.*
Mission: *The mission of the District is to educate and inspire students in a safe and supportive environment which will result in closing the achievement gap by preparing all students for college readiness and success in a global society.*

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M. Guerra, Director of Finance
Subject: Property, Casualty and Auto Liability Insurance 2026-2027
Date: August 26, 2026

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

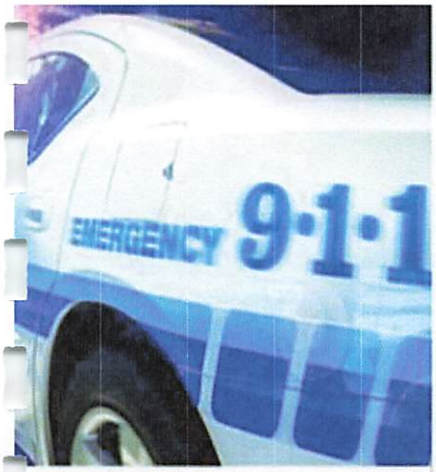
Crime Activities

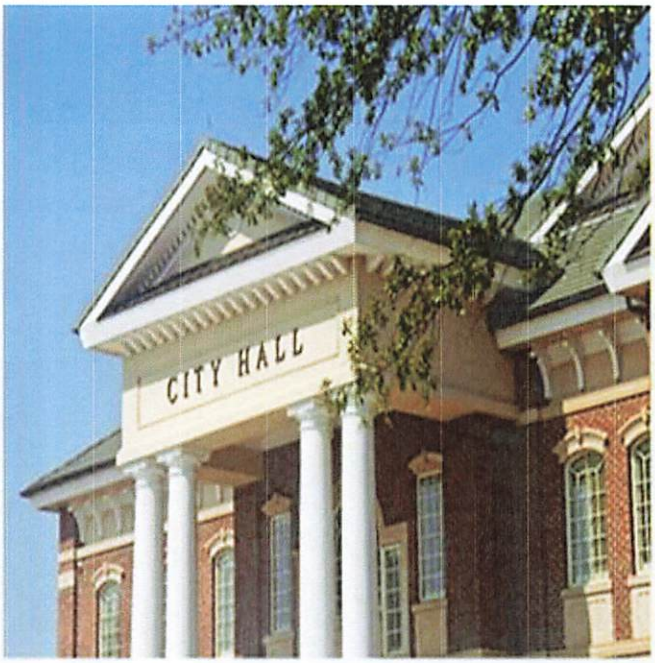
- Public Employee Dishonesty
- Money & Securities
- Forgery and Alteration

BUDGET IMPACT: Cost of property, casualty and auto liability insurance for 2026-2027 - $319,145

ADMINISTRATIVE RECOMMENDATION:
To approve the Property, Casualty, and Auto liability Insurance as presented.

2026 Commercial Insurance Proposal
Tornillo Independent School District













Phillip Briscoe
Vice President- El Paso
Account Manager: Marcela Garcia, CISR
Date Prepared: July 15, 2026

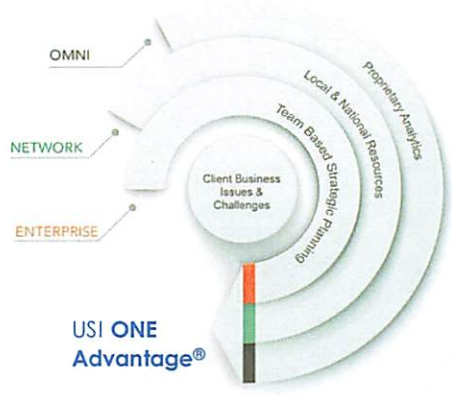
CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services LLC ("USI"). Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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About USI Insurance Services

USI is one of the largest insurance brokerage 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 10,000 industry leading professionals across ~200 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 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 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 10,000 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.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

Service Team

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Producers

Your **CL Producer** is **Phillip Briscoe**

Direct Number: (915) 534-9412

E-Mail: Phillip.Briscoe@usi.com

Account Management Team

Your **CL Account Manager** is **Marcela Garcia**

Direct Number: (915) 534-9461

E-Mail: Marcela.Garcia@usi.com

Your **CL Sr Associate Acct Rep** is **Anapaula Rodriguez**

Direct Number: (915) 534-9424

E-Mail: anapaula.rodriguez@usi.com

Claims Department

Your **Claims Manager is Mike Rogers** at USI Insurance

Direct Number: (915) 534-9463

E-Mail: Mike.Rogers@usi.com

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

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Premium Summary

Coverage	Expiring Term	Renewal Term
Property	$328,888	$266,276
Equipment Breakdown	$4,261	$3,884
General Liability	$1,534	$5,103
Automobile	$29,247	$29,241
Educator's Legal Liability	$6,550	$9,754
Cyber Liability	$5,486	$4,887
TOTAL ESTIMATED ANNUAL PREMIUM	**$375,966**	**$319,145**

Optional Auto Liability Quotes:

- Uninsured/Underinsured Motorist Coverage - $1,762 additional premium
- Medical Payments - $1,391 additional premium

Binding Requirements:

- Signed Client Authorization to Bind
- Signed PCAT 3-Year Interlocal Addendum
- Signed A.M. Best JUA and Unrated Notification - PCAT
- Signed Statement of Values
- Signed Fleet Schedule
- 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)

Property Casualty Alliance of Texas (PCAT) – Property & Casualty

2026 Coverage Summary

Tornillo ISD

PCAT 9/1/26 - 9/1/27

Coverage	Provider	Valuation	Property Values	Deductible
Property Wind & Hail	PCAT	Replacement Cost Blanket Coverage	$82,094,740	2% per building, $500,000 minimum, per occurrence
Property All Other Perils	PCAT	Replacement Cost Blanket Coverage	$82,094,740	$50,000 per occurrence
Property Frozen Pipes	PCAT	Replacement Cost Blanket Coverage	$82,094,740	$50,000 per building, $250,000 minimum, per occurrence
Property Earth Movement	PCAT	Replacement Cost Blanket Coverage	$1,000,000*	$50,000 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	$82,094,740	$5,000
Cyber Loss & Liability	PCAT	1st & 3rd Party Coverage	$2,000,000	$25,000
General Liability	PCAT	Per Occurrence / General Aggregate	$1,000,000	None $10,000 Law
Educators Legal Liability	PCAT	Claims-Made & Reported	$1,000,000	$20,000
Auto Liability	PCAT	Per Accident	$1,000,000	$2,500
Auto Physical Damage	PCAT	Actual Cash Value	$1,609,548	$2,500

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 the Premises	$ 50,000	$ 5,000
Forgery & Alteration	$ 50,000	$ 5,000

Equipment Breakdown

	Limits	Deductible
Equipment Breakdown Limit	$ 82,094,740	$ 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	$ 2,000,000	$ 25,000
First Party Insuring Agreements		
Cyber Incident Response Fund	Inside Limit	
Cyber Incident Response Team	$ 2,000,000	$ 25,000
Response Coach Retention		$ 25,000
Non-Panel Response Provider	$ 500,000	$ 25,000
Business Interruption Loss and Extra Expenses (12 hours)	$ 2,000,000	$ 25,000
Contingent Business Interruption Loss and Extra Expenses		
Scheduled Providers	N/A	N/A
Unscheduled Providers (12 hours)	$ 2,000,000	$ 25,000
Reputational Event	$ 2,000,000	$ 25,000
Digital Data Recovery	$ 2,000,000	$ 25,000
Network Extortion	$ 2,000,000	$ 25,000
Third Party Insuring Agreements		
Cyber, Privacy and Network Security Liability	$ 2,000,000	$ 25,000
Regulatory Proceedings	$ 2,000,000	$ 25,000
Payment Card Loss	$ 2,000,000	$ 25,000
Electronic, Social and Printed Media	$ 2,000,000	$ 25,000
BI/PD from a Cyber Event	$ 100,000	$ 25,000
Cyber Other Terms and Conditions		
Ransomware Encounter	$ 2,000,000	$ 25,000
Widespread Severe Known Vulnerability Exploit	$ 2,000,000	$ 25,000
Widespread Software Supply Chain Exploit	$ 2,000,000	$ 25,000
All Other Widespread Events	$ 2,000,000	$ 25,000
Widespread Severe Zero Day Exploit	$ 2,000,000	$ 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
Invoice Fraud Financial Loss Endorsement	$ 500,000	$ 25,000
Utility Fraud	$ 250,000	$ 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)			

Educators Legal Liability

		Limits	Deductible
Claims-Made & Reported Form	Retroactive Date: 9.1.2015		
Coverage A: Professional Educational Services			$ 20,000
Each Professional Incident		$ 1,000,000	
Professional Incident Aggregate		$ 1,000,000	
Coverage B: Employment-Practices Liability			$ 20,000
Each Employment Incident		Combined with Coverage A	
Employment Incident Aggregate		Combined with Coverage A	
Coverage C: Non-Pecuniary Defense			$ 20,000
Defense Reimbursement		$ 100,000	
Defense Reimbursement Aggregate		$ 300,000	

For claims brought under Chapter 118 of the Texas Civil Practices and Remedies Code that are adjudicated in the state courts of Texas, the Coverage A - Each Professional Incident Limit and Professional Incident Aggregate Limit includes defense costs as defined in the Educators Legal Liability Coverage form.

Auto Liability

	Limits	Deductible
Combined Single Limit	$ 1,000,000	$ 2,500
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	$ 2,500
Newly Acquired Vehicles	ACV	$ 2,500
Garagekeepers Legal Liability	$ 50,000	$ 2,500
Hired Car Physical Damage	$ 100,000	$ 2,500

Vehicle Coverage

Auto 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.

Contribution Summary

		Exposures		Contribution
Property	Building	$	69,567,131	$ 266,276
	Contents	$	12,527,609	
	Total	$	82,094,740	
Equipment Breakdown	TIV	$	82,094,740	$ 3,884
Cyber Loss & Liability	Operating Expenditures	$	14,906,904	$ 4,887
General Liability & Employee Benefits Liability	ADA	370		$ 5,103
	Employees	128		
Educators Legal Liability	ADA	370		$ 9,754
	Employees	128		
Auto Liability	Power Units	33		$ 18,844
	Trailers	0		
Auto Physical Damage	Cost New	$	1,609,548	$ 10,397
	Units	33		
			Total Contribution	$ 319,145

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

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 a 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 a.m. on the effective date and ends at 12:01 a.m. 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.

Auto Coverage

1. 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)

- ☐ Signed coverage applications.
- ☐ Signed PCAT Multi-Year Interlocal Addendum.
- ☑ PCAT Interlocal Agreement, revised as of 7.15.2022.
- ☑ Five years of current valued loss runs.

Optional Auto Liability Quotes

	Limits	Deductible	Additional Contribution
Uninsured/Underinsured Motorist			
Bodily Injury - Per Person	$ 30,000		
Bodily Injury - Per Accident	$ 60,000	$ 2,500	$ 1,762
Property Damage - Per Accident	$ 25,000		
Medical Payments			
Per Person	$ 2,500		
Per Accident	$ 25,000	$ 2,500	$ 1,391

Vehicle Coverage

Auto 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, 2026

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, 2026.

This is a summary of changes only, please carefully review the coverage documents in their entirety.

Business Auto Coverage

- Under the Coverage section II. Liability Coverage, Part B, the following exclusion has been deleted.

  ~~15. **15 PASSENGER VANS**~~

  ~~This form does not provide any coverage for claims arising out of the ownership, maintenance, operation, use, loading or unloading of any **15 passenger** van while used for the transporting of students.~~

- Under the Coverage section III. Auto Medical Payments Coverage, Part B, the following exclusion has been deleted.

  ~~8. **15 PASSENGER VANS**~~

  ~~This form does not provide any coverage for claims arising out of the ownership, maintenance, operation, use, loading or unloading of any **15 passenger** van while used for the transporting of students.~~

- Under the Coverage section IV. Uninsured/Underinsured Motorist Coverage, Part B, the following exclusion has been deleted.

  ~~4. **15 PASSENGER VANS**~~

  ~~This form does not provide any coverage for claims arising out of the ownership, maintenance, operation, use, loading or unloading of any **15 passenger** van while used for the transporting of students.~~

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:** _____

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.

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.

Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

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.

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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.

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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.

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
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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

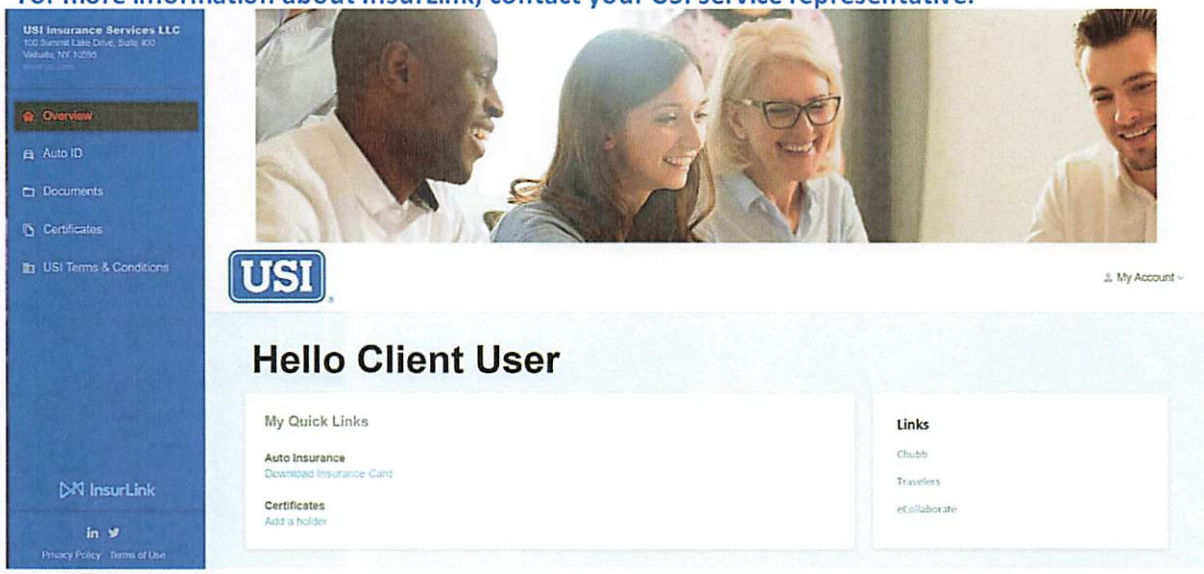
InsurLink, USI's secure, interactive portal for client collaboration and self- service resources, helps streamline the administration of your insurance program with efficient, environmentally friendly, paperless transactions.

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.
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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 July 15, 2026, we accept your insurance program as presented with the following exceptions, changes, and/or recommendations:

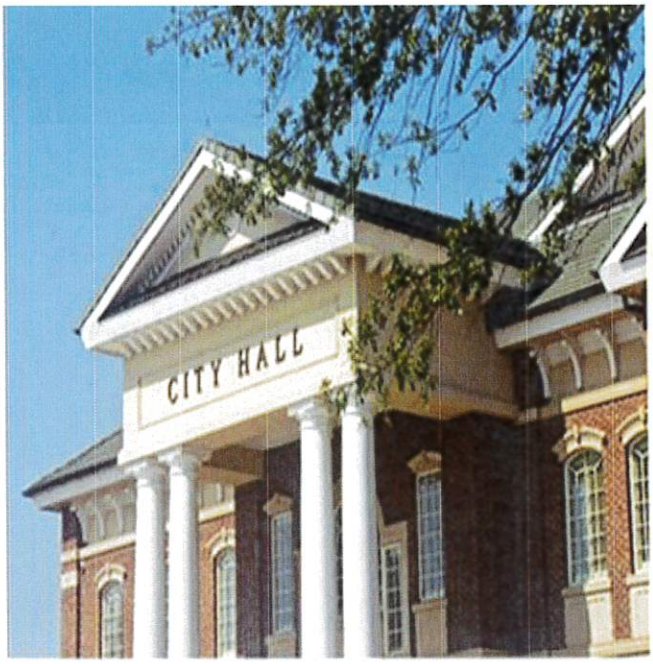
☐ Please bind Package insurance coverage effective 9/01/2026

Client Signature Date Signed

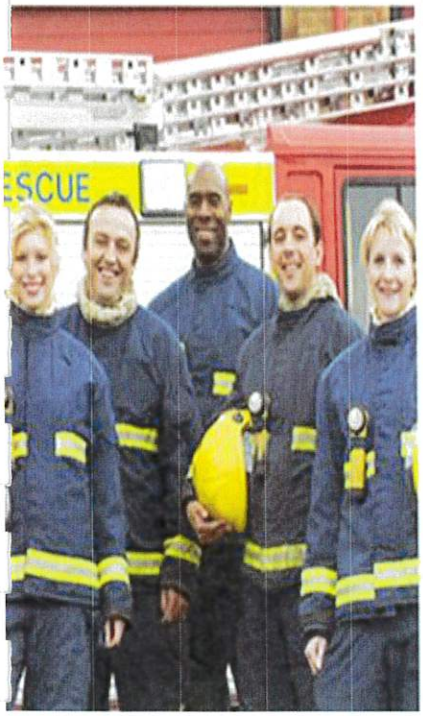
Tornillo Independent School District

2026 Workers' Compensation Proposal
Tornillo Independent School District













Phillip Briscoe
Vice President- El Paso
Account Manager: Marcela Garcia, CISR
Date Prepared: July 15, 2026

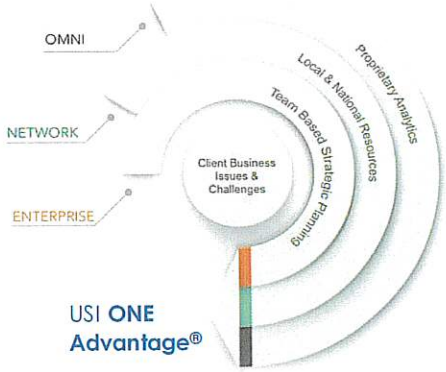
CONFIDENTIAL AND PROPRIETARY: This document and the information contained herein is confidential and proprietary information of USI Insurance Services LLC ("USI"). Recipient agrees not to copy, reproduce, or distribute this document, in whole or in part, without the prior written consent of USI. Estimates are illustrative given data limitation, may not be cumulative and are subject to change based on carrier underwriting. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.
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About USI Insurance Services

USI is one of the largest insurance brokerage 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 10,000 industry leading professionals across ~200 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 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 500,000 clients, thousands of professionals and over 150 years of business activity through our acquired agencies into targeted, actionable solutions across property & casualty, employee benefits, personal risk and retirement. Omni features over a thousand solutions, case studies, work products and detailed analysis across industry verticals in a single dashboard. USI consultants input the client's personalized data into Omni – highlighting their business, employees, and risks. The results feature client specific recommendations with quantified financial impact and the ability to analyze alternative scenarios with the touch of a button.

Network – USI's Local and National Resources

USI has made a very large investment in local resources and technical expertise, with more than 10,000 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.

This proposal is merely a descriptive summary of coverage provided by the insurance companies being proposed and should be used for reference purposes only; it is not a binder and does not amend or alter the insurance contract. Please refer to the policy contract for specific terms, conditions, limitations, and exclusions.

Service Team

USI Southwest Inc., El Paso

303 N. Oregon, Ste 310, El Paso, TX 79901

(915) 544-3111 www.usi.com

Producers

Your **CL Producer** is **Phillip Briscoe**

Direct Number: (915) 534-9412

E-Mail: Phillip.Briscoe@usi.com

Account Management Team

Your **CL Account Manager** is **Marcela Garcia**

Direct Number: (915) 534-9461

E-Mail: Marcela.Garcia@usi.com

Your **CL Sr Associate Acct Rep** is **Anapaula Rodriguez**

Direct Number: (915) 534-9424

E-Mail: anapaula.rodriguez@usi.com

Claims Department

Your **Claims Manager is Mike Rogers** at USI Insurance

Direct Number: (915) 534-9463

E-Mail: Mike.Rogers@usi.com

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Premium Summary

Coverage	Expiring Term	Renewal Term
Workers' Compensation	$52,834	$50,105

Binding Requirements:

- Signed Client Authorization to Bind
- 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

Payment Terms:

- CAS – Direct Bill (Full Payment)

Workers' Compensation

Insurance Company: Claims Administrative Services, Inc.
Policy Term: 9/1/2026 to 9/1/2027

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	
2025 Expiring Annual Payroll	**2026 Estimated Annual Payroll**
$7,561,895	$7,171,272

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.

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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:** _____

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Document Delivery DISCLOSURE: USI strives to make your interactions with us easy and efficient. Therefore, we intend to deliver your policy and all policy-related documents electronically through our InsurLink client portal or through email. If you do not wish to receive these documents electronically or if you would like a paper copy of any or all documents at no cost to you, please notify your client service representative in writing. If your email or electronic contact information changes, please notify your client service representative in writing.

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- 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."

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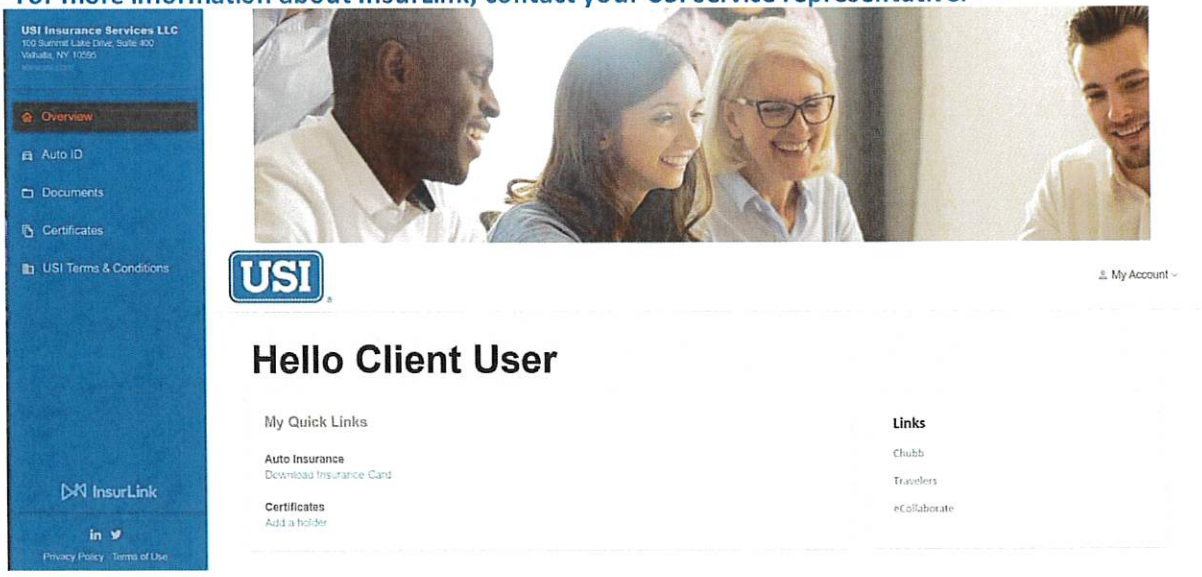
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With our user-friendly, intuitive software you can:

- 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!

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Client Authorization to Bind

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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

Plan Sponsor: Tornillo ISD

Workers' Compensation | Renewal Addendum

22026-2027 Contract Term - Year 3 of 3

Renewal Based on Estimated Payroll of $7,171,272

With over 30 years of experience and more than 25 service location across the state, CAS is deeply rooted in Texas and committed to serving its communities. Tornillo ISD is one of more than 300 school districts and colleges across every region of Texas that benefit from our expertise and dedication to workplace safety. We look forward to continuing this partnership and supporting your organization's needs through the renewal of our services.

As your trusted partner in safety and loss control, CAS is proud to offer a full suite of services designed to protect your staff while maximizing cost savings. Your comprehensive contract services include:

Guaranteed Cost $50,105

As a CAS client, you can count on receiving the same exceptional serivce you have come to expect from our experienced team. Additionally, your guaranteed cost covers allocated claims expenses and administration services including:

Allocated Claims Expenses

- Attorney Fees & Court Costs
- Bank Account Maintenance Costs
- Cost for Photography, Preparation of Maps, Diagrams, or Physical Analysis
- Cost of Employing Experts' Testimony
- Costs of Obtaining Public or Medical Records
- Extraordinary Travel Expenses
- Independent Medical Examination
- Interest Paid as Result of Litigation
- Medical Opinions
- Occupational Rehabilitation Costs
- Property Damage Appraisal Fees
- Witness Fees & Travel Expense

Cost Containment

- Ancillary Services | 9% of Savings
- Field Case Management | $90/hour + Mileage
- In-house Attorney Representation at Hearings $175.00/hour
- Investigation Services $35 for Initial Database Research $90/hour for Surveillance
- Medical Bill Negotiations | 25% of savings
- Medical Necessity Review $125 Coordination Fee + Cost
- Pharmacy Network | 9% of Savings
- Pre-Authorization | $150 Flat Rate per Request
- Rehabilitation/Vocational Case Management $90/hour + Mileage
- Section 111 Reporting $10.00/submission (Query is at No Charge)
- Specialty Bill Review | 25% of Savings
- Subrogation | No charge if handled in-house, or at cost in the event of a complex case that would be better represented by an attorney.
- Telephonic Case Management | $90/hour

Claims Administration Services

- Administering Benefits Timely
- Airfare (Except Extraordinary)
- Annual State Reports
- Answering WC Legal Questions
- Check Stock & Issuing Checks
- Communicating with Doctor & Employee
- EDI Requirements for Insurance Carrier
- Excess Carrier Reporting
- Express Mail (Except Extraordinary)
- Filing of 1099's & State Forms
- Initial Contact with Claimant, Doctor, & Insured
- Litigation Management
- Loss Runs
- Mileage (Except Extraordinary)
- Monitoring medical treatment
- Obtain Records (Except Extraordinary)
- Photographs
- Recorded Statements
- Regular Meetings with Client
- Reviewing claims with Clients
- Setting Independent Medical Exam Appointments
- Standard & Custom Reports
- Subrogation Management
- Supervisor Review of Claims
- Phone Calls & Faxes
- Travel Expenses
- Visits by Adjuster

Excess Insurance

Online Risk Management System

Record Keeping

Safety & Loss Control

Phone: 903.509.8484 | Toll Free: 800.765.2412 | Fax: 903.509.1888
Main Office: 501 Shelly Drive | Tyler, TX 75701

Plan Sponsor: Tornillo ISD

Workers' Compensation | Renewal Addendum

2026-2027 Contract Term - Year 3 of 3

Renewal Based on Estimated Payroll of $7,171,272

To help Tornillo ISD plan with confidence, we are pleased to offer the option to extend your current agreement through a new three-year contract. This new multi-year term allows you to lock in your current rate for the extended duration of the contract, providing predictable budgeting and long-term cost stability. This is a straightforward way to continue receiving the same high-quality services without concern for annual rate changes.

If you are interested in securing your current rate through a new multi-year contract, or you prefer to continue the existing contract term, **please select ONE of the options below, complete the payment processing section, and return your signed renewal to CAS by June 30, 2026.**

Renewal Options | Please Select One

INITIAL

Option 1 | Begin New 3 Year Plan - Year 1 — **Guaranteed Cost | $50,105** ____

By intialing Option 1 above, 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 | Continue Current 3 Year Plan - Year 3 — **Guaranteed Cost | $50,105** ____

By intialing option 2 above, 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. **Guaranteed Cost Rate subject to change at end of contract term.**

Payment Processing | Please Select One

Draft Our W/C Fund Bank Account For:

INITIAL

Total Guaranteed Cost ____

Quarterly Payments ____

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. Total Payment due on 9/1, or Quarterly Payments due on 9/1 (40%), 12/1 (20%), 3/1 (20%) and 6/1 (20%).

Invoice Tornillo ISDFor:

INITIAL

Total Guaranteed Cost ____

Quarterly Payments ____

Initial Invoice will be issued prior to 8/1/26, payable on 9/1/26. Quarterly invoices will be emailed to Plan Sponsor prior to and payable on 9/1 (40%), 12/1 (20%), 3/1 (20%) and 6/1 (20%).

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 the 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, 2026.**

Signature | Designated Employee	**Title**	**Date**

Phone: 903.509.8484 | Toll Free: 800.765.2412 | Fax: 903.509.1888
Main Office: 501 Shelly Drive | Tyler, TX 75701

MEMORANDUM

To: Members of the Board of Trustees
From: Luis M Guerra, Director of Finance
Subject: Budget Amendment - Administration
Date: August 26, 2026

Budget Amendment Request

1. Requesting a budget amendment to allocate to Function 13 – Curriculum Development and Instruction from Function 23-School Leadership as the result of staffing changes .

Increase

199.13.6119.00.916.99.0.00	$20,000

Decrease

199.23.6119.00.041.11.0.00	$20,000

Board President:_____Date: _____

Board Secretary:_____Date: _____

TASB RISK FUND

TASB Risk Management Fund
P.O. Box 301, Austin, Texas 78767-0301 • 800-482-7276
12007 Research Blvd., Austin, Texas 78759-2439 • tasbrmf.org
Administered by the Texas Association of School Boards

July 27, 2026

Luis Guerra

Tornillo ISD

Dear Luis Guerra,

The TASB Risk Management Fund is pleased to provide the following proposal for renewing coverage with the Fund for the coming year. The proposal reflects the Fund's ongoing commitment to the risk-sharing partnership among its more than 1,000 members.

The Fund is the oldest and largest governmental risk pool serving Texas public schools. A 21-member board comprised of school board members, superintendents, and administrators from member districts governs the Fund. The Fund's board of trustees ensures the Fund remains financially strong and responsive to member needs. Fund programs and coverages continue to respond to the risks shared by Fund members and reflect the challenges Fund members face today.

The coverage proposal on the following pages includes terms and contribution amounts for the programs in which your organization participates. A summary of changes and updates to the Fund's Coverage Agreements is included in this proposal. You can also access coverage agreements on the Fund's website.

Please review all terms, provisions, and features of this renewal proposal. When ready, you may accept this renewal proposal by signing the Contribution & Coverage Summary (CCS) and returning it by email to me or TASBRMF@tasbrmf.org. You may also complete the electronic acceptance using the link in the renewal email sent to the designated Program Contact. All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other pricing and options.

Please note that if you take no action, coverage will automatically renew under the terms of this renewal proposal. If you wish to terminate coverage, the Fund must receive written notice of termination at least 30 days prior to your renewal date. If you are unsure of your plans to renew or have questions about this renewal proposal or any aspect of your Fund membership, please contact Brian Patterson or any member of TASB's Underwriting or Marketing teams at 800.482.7276.

Thank you for your membership in the TASB Risk Management Fund and participation with all Fund members. The Fund is proud to be your partner in managing risk and serving the students and staff in your community.

Sincerely,
Brian Patterson
Senior Marketing Consultant
Division of Risk Management Marketing & Strategic Partnerships
Texas Association of School Boards, Inc.

TASB Risk Management Fund
12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301, Austin, Texas 78767-0301
Toll-Free: 800.482.7276 | Austin area: (512) 505-2843

CC:

TASB RISK FUND

TASB Risk Management Fund • 12007 Research Blvd., Austin, Texas 78759-2439
P.O. Box 301 • Austin, Texas 78767-0301 • 800.482.7276 • tasbrmf.org
Administered by the Texas Association of School Boards

Tornillo ISD

Contribution & Coverage Summary (CCS)
Participation Period: 10/1/2026 through 9/30/2027

The following is a summary of coverage and contribution amounts. More information about coverage, limits, deductibles, terms, and conditions can be found on the following pages and is part of this CCS. Please review all pages of this CCS document and associated Fund Coverage Agreements.

This document is not a declarations page. The Fund is not insurance but a self-insured risk pool through which members agree to share risk and actively participate in their contractual obligations as a member of the Fund.

Coverage	Contribution
Unemployment Compensation	**$12,437**
Total Contribution	**$12,437**

THIS IS NOT AN INVOICE. The TASB Risk Management Fund will issue an invoice when coverage is accepted by the member. Total Contribution is an estimate and is subject to exposure audit.

All provisions and terms of this CCS, including contribution amounts, are offered by the Fund in total as indicated only; if not accepted by the member in total, please contact your underwriter for other options and updated pricing.

Tornillo ISD

Unemployment Compensation
Participation Period: 10/1/2026 through 9/30/2027
Total Contribution: $12,437

The following is a description of Unemployment Compensation (UC) coverage.

Unemployment Compensation Coverage	Contribution
UC – Pool	**$12,437**

Unemployment Compensation Provisions

Agreement: This Agreement provides coverage for statutory unemployment compensation benefits and assistance with general unemployment compensation matters such as administrative hearings and filings with the Texas Workforce Commission (TWC). Coverage does not extend to litigation involving unemployment claims or other employment related matters.

As part of this Agreement, the Fund assumes responsibility for the Fund Member's quarterly claim payments payable to TWC during the Participation Period. All benefit credits and reimbursements, including but not limited to federal CARES Act credits, received during or attributable to any period of the Fund Member's participation in the Fund's UC program for which the Fund paid benefits, are owed to the Fund. The Fund Member must be a reimbursing employer pursuant to the Texas Unemployment Compensation Act (TUCA) and must execute a Power of Attorney permitting the Fund to represent the Fund Member in its relations with TWC.

The Fund Member agrees to comply with the provisions of the TUCA, to respond timely to TWC requests and reporting requirements, and to comply with TWC rules and procedures. The Fund Member also agrees to implement loss prevention and cost containment recommendations from the Fund related to unemployment compensation benefits. The Fund Member agrees to submit wage reports through electronic reporting to the Fund or TWC according to Fund and TWC requirements. Any fines or penalties imposed for the Fund Member's failure to comply with the TUCA will be the sole responsibility of the Fund Member. If the Fund advances payment of any fine or penalty, the Fund Member agrees to reimburse the Fund for all such costs. Upon termination of this coverage, the Fund Member agrees to assume responsibility for claim payments and reports due to the TWC.

Contribution: The contribution shown on this Contribution and Coverage Summary (CCS) is developed by the Fund and is based on the Fund's overall expected unemployment compensation claims costs for the Participation Period and each individual Fund Member's claims experience. The contribution is not adjustable during the coverage period due to changes in the Fund Member's wages. However, the contribution may be adjusted by the Fund if payments due to TWC for the Fund Member's unemployment compensation benefit payments for this Participation Period exceed 300% of the Fund Member's annual UC contribution. The additional contribution adjustment will be based solely on the Fund Member's own claims.

Assistance: The Fund's services include assistance to the Fund Member with TWC hearings. Fund Member's request for assistance constitutes authorization for the Fund to appoint an attorney to provide representation to the Fund Member before the TWC and for such attorney and other Fund representatives to have privileged communications with the Fund Member regarding claims subject to TWC administrative proceedings. The Fund's assistance of the Fund Member under this provision does not extend to litigation involving unemployment claims or other employment-related matters.

Program Coordinators

The Fund Member is required to designate a Program Coordinator (Coordinator) with express authority to represent and bind the Fund Member in all program matters. Below are the current Coordinators associated with the Fund Member. After the proposal is bound by the Fund, an email will be sent to the Program Coordinators listed below with instructions for confirming or updating Fund Member contact information. If the Coordinator listed has changed or the Coordinator's name and email address are not listed, please follow the instructions in the email.

Current Program Coordinators

Program	Name	Title	E-mail
TASB RMF-Unemployment Compensation	Luis Guerra	Director of Finance	guerral@tisd.us

Contribution & Coverage Summary General Provisions

Coverage: This CCS, the Fund's corresponding coverage agreements and their endorsements, the Fund Member's questionnaire, the Interlocal Participation Agreement (IPA), and the documents incorporated by reference into any of those documents, all for this Participation Period, outline the coverage terms and limits.

Claims Reporting: The Fund Member will provide timely notice of all claims to the Fund as required in the IPA, the applicable Fund coverage agreement, and this CCS. The lack of timely notice may result in a loss of coverage.

Definitions: Any terms not defined in this CCS will use the definition for that term from the corresponding Fund Coverage Agreement.

Payment: The Fund Member agrees to pay contributions based on a plan developed by the Fund. All contributions are payable upon receipt of an invoice from the Fund. The Fund will determine the contribution for each program and how each contribution is applied.

Termination: In addition to any CCS-specific provisions, the IPA outlines the termination-related provisions that govern this CCS. These provisions include the following: this CCS may be terminated by either party, with termination effective at the end of the Participation Period, by giving written notice to the other party no later than 30 days before the end of the Participation Period. If the Fund Member ceases to be an Active or Associate member of the Texas Association of School Boards, Inc., this CCS will terminate at the end of the Participation Period, and the Fund will not offer a renewal CCS. If neither party terminates this CCS, any renewal CCS offered by the Fund becomes effective based on the terms of the renewal CCS and will bind the Fund Member.

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Fund Member Authorization:

I have read, approved, and agreed to this Contribution and Coverage Summary (CCS) and certify that this information is correct. I affirm that I am duly authorized to approve this CCS and understand that my signature below contractually binds the entity I represent to this CCS and any other coverage-related or Fund participation agreements.

_____ _____

Authorized Signature Date

_____ _____

Printed Name Title