

Agenda of Regular Meeting

The Board of Trustees Canutillo ISD

A Regular meeting of the Board of Trustees of Canutillo ISD will be held August 22, 2023, beginning at 6:00 PM in the Canutillo ISD Administration Office, 7965 Artcraft, El Paso, TX 79932.

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

1. **GENERAL FUNCTIONS-OTHER**

- A. Call to Order
- B. Pledge of Allegiance
- C. Texas Pledge of Allegiance
- D. Roll Call
- E. CISD Vision and Mission Statements

2. **BOARD HONORS**

- A. Swearing in of Paris Gastelum from Northwest Early College and Gustavo Ayala from Canutillo High School as the Student Advisors of the Canutillo ISD Board of Trustees for the 2023-24 academic year.

3. **OPEN FORUM-OTHER**

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

BED(LOCAL):

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

For further information on those policies, contact the Superintendent's Administrative Assistant.

4. **BOARD OF TRUSTEE BUSINESS**

- A. Discussion and Possible Action on the Selection of a 2023 Delegate to the Texas Association of School Boards.

Presenter: P. Mendoza

- B. Resolution of the Board of Trustees of the Canutillo Independent School District to bring awareness of the dangers of fentanyl in our community. 4

Presenter: B. Trout

- C. Resolution Opposing the Texas Education Agency's A-F Refresh Accountability System 6

Presenter: A. Rodriguez

- D. Discussion and Possible Action Regarding SB 763 Requirement that Each Board Take a Record Vote on Whether to Adopt a Policy Authorizing a Campus to Employ

	or Accept as Volunteers Chaplains to Perform the Duties Required of a School Counselor.	
	Presenter: Dr. Pedro Galaviz	
E.	Discussion of the Health Care Plan Beginning on January 1, 2024.	7
	Presenter: M Carrasco	
F.	Discussion and Possible Action to Extend or Revise the Authority of the Superintendent of Schools to Hire, Reorganize or Create Positions Within the Budget Approved by the Board of Trustees.	
	Presenter: Dr. Pedro Galaviz	
5.	CONSENT AGENDA-VOTING	
A.	<i>BUSINESS SERVICES</i>	
1.	Approval of the Meeting Minutes	
a.	Approval of the June 19 2023 Regular Board Meeting Minutes	71
b.	Approval of the June 26 2023 Special Board Meeting Minutes	76
2.	Approval of the Monthly Donations	
	Presenter: C. Pulley	
a.	Donations Report June & July 2023	78
	Presenter: Cristina Pulley	
3.	Approval of Budget Amendments	81
	Presenter: C Pulley	
4.	Discussion and Recommendation Regarding Request for Qualification of Professional Services to Update the CISD Facilities Master Plan per RFQ 2023-12	86
	Presenter: Bruno Vasquez	
5.	Approval of Interlocal Agreement with DIR shared technology services	91
	Presenter: Dr. Oscar Rico	
6.	Approval of Interlocal Agreement Between Canutillo ISD and El Paso County Juvenile Justice Alternative Education Program (JJAEP) for the 2023-2024 School Year.	111
	Presenter: Dr. Monica Reyes	
B.	<i>CURRICULUM AND INSTRUCTION</i>	
1.	Approval of new FTE's for 21st Century Grant required positions.	213
	Presenter: J. Arellano / M. Carrasco	
2.	Approval of Facility Request Form for Garcia Elementary School: Child Evangelism Fellowship of West Texas-Rio Grande Chapter Good News Club	221
	Presenter: D. Kerney	
3.	Approval of Facility Request Form for Canutillo Elementary School: Child Evangelism Fellowship of West Texas-Rio Grande Chapter Good News Club	223
	Presenter: D. Kerney	
4.	Approval of Request for Creation of Innovative High School Courses	225
	Presenter: J. Arellano	
5.	Approval of 2023-2024 Canutillo ISD Student Code of Conduct	239

Presenter: D. Kerney

C. *HUMAN RESOURCES*

1. Approval of Two (2) Additional Peace Officer Positions to Comply with HB3 by September 1, 2023, in Accordance With Local/Legal Policy DEA.

Presenter: J. Barraza / M. Carrasco

6. **EXECUTIVE SESSION**

To Consult with Attorney Under Sections 551.071, 551.072 and 551.074 of the Texas Government Code:

- A. Discussion regarding deployment of security personnel and devices to comply with HB 3; Pursuant to Texas Government Code Section 551.076
- B. Discussion with Legal Counsel regarding Pending or Contemplated Litigation or On a Matter in Which the Duty of the Attorney to the Governmental Body Under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas Clearly Conflicts With this Chapter; Pursuant to Texas Government Code Section 551.071
- C. Discussion with Legal Counsel regarding the TEA corrective action plan. Pursuant to Texas Government Code Section 551.071 and 551.074

Presenter: Dr. Debra Kerney

7. **NEW BUSINESS (continued); OTHER**

- A. Discussion and Possible Action Regarding Deployment of Security Personnel and Devices to Comply with HB 3.
- B. Discussion and Possible Action to Join FACTS Coalition.
- C. Discussion and Possible Action Regarding the TEA Corrective Action Plan.

8. **ADJOURNMENT**

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

Resolution of the Board of Trustees of the Canutillo Independent School District to bring awareness of the dangers of fentanyl in our community.

WHEREAS, the Canutillo Independent School District is dedicated to the well-being and safety of its students, staff, and community members; and

WHEREAS, fentanyl is a potent synthetic opioid that poses significant risks and dangers to individuals, with potential life-threatening consequences even in minute doses; and

WHEREAS, the misuse and abuse of fentanyl have led to an alarming increase in overdose incidents across the nation, impacting communities of all backgrounds and ages; and

WHEREAS, raising awareness about the dangers of fentanyl and its potential presence in various substances is vital for the prevention of accidental exposure and overdose among students and the wider community; and

WHEREAS, the School Board acknowledges its role in promoting a safe and healthy learning environment that includes educating students, staff, and parents about substance abuse prevention; and

WHEREAS, it is imperative to collaborate with local law enforcement agencies, healthcare professionals, and community organizations to provide accurate and up-to-date information regarding fentanyl, its effects, and preventive measures; and

WHEREAS, early education on the risks associated with fentanyl misuse can empower students to make informed decisions and equip them with the tools to resist peer pressure and engage in responsible behaviors; and

WHEREAS, the Canutillo Independent School District recognizes the importance of fostering open lines of communication between schools and families to ensure a comprehensive approach to substance abuse prevention.

NOW, THEREFORE BE IT RESOLVED, that the Canutillo Independent School District affirms its commitment to fentanyl awareness and prevention by:

1. Incorporating age-appropriate fentanyl education into the curriculum, providing students with accurate information about the risks and dangers associated with this synthetic opioid.

2. Collaborating with local law enforcement agencies, healthcare professionals, and community organizations to host workshops, seminars, and informational sessions on fentanyl awareness for students, parents, and staff.
3. Establishing a clear reporting mechanism for suspicious substances or activities, ensuring that students, staff, and parents can confidentially share information with school authorities.
4. Encouraging parents and guardians to initiate open discussions with their children about substance abuse and the potential dangers of fentanyl.
5. Regularly reviewing and updating the district's substance abuse policies to address emerging trends and challenges related to fentanyl and other harmful substances.

BE IT FURTHER RESOLVED, that the Canutillo Independent School District remains dedicated to fostering a safe and supportive environment where students can thrive academically, socially, and emotionally, while being equipped with the knowledge and skills necessary to make informed decisions and lead healthy lives.

Approved on the 22 of August, 2023, by the Canutillo ISD Board of Trustees.

Patricia Mendoza, Board President

Armando Rodriguez, Board Vice President

Cindy Zuniga, Board Secretary

Breanne Barnes, Trustee

Lucy Borrego, Trustee

Roberto Simental, Trustee

Blanca Trout, Trustee

Resolution Opposing the Texas Education Agency's A-F Refresh Accountability System

WHEREAS, the Canutillo Independent School District (is dedicated to providing quality education to all its students, fostering their growth, and ensuring their success; and

WHEREAS, the Texas Education Agency (TEA) has introduced the A-F Refresh Accountability System, claiming it to be a tool for measuring the performance of schools; and

WHEREAS, concerns have been raised regarding the political motivations underlying the A-F Refresh Accountability System, which seem to be directed towards promoting a particular educational agenda rather than accurately assessing the quality of education; and

WHEREAS, it has come to light that the A-F Refresh Accountability System may serve as a steppingstone towards promoting school vouchers, which could undermine public education by diverting funds away from traditional public schools to private institutions; and

WHEREAS, the CISD firmly believes in the importance of maintaining strong public schools that serve all students, regardless of their background or socio-economic status, and is committed to ensuring equitable access to quality education for every student;

NOW, THEREFORE, BE IT RESOLVED that the Canutillo Independent School District hereby opposes the Texas Education Agency's A-F Refresh Accountability System due to concerns about its political motivations and its potential to advance the agenda of school vouchers; and

BE IT FURTHER RESOLVED that the Canutillo Independent School District calls upon the Texas Education Agency to engage in transparent and unbiased discussions with educators, parents, and stakeholders to develop an accountability system that genuinely reflects the needs and aspirations of all students and promotes the strength of public education.

ADOPTED this 22nd day of August, 2023, by the Board of Trustees of the Canutillo Independent School District.

Patricia Mendoza, Board President

Armando Rodriguez, Board Vice President

Cindy Zuniga, Board Secretary

Breanne Barnes, Trustee

Lucy Borrego, Trustee

Roberto Simental, Trustee

Blanca Trout, Trustee



Risk & Insurance | Employee Benefits | Retirement & Private Wealth



Health Plan Update

Presented to: Insurance Committee - Canutillo Independent School District, August 17, 2023
Claims through June 2023

Claims Trend Summary and Forecast

- 1 | Forecast
- 2 | Inflation Trends
- 3 | Claims & Enrollment Experience through June 2023

1. FORECAST REVIEW

❖ The forecast for PY2023 plan costs



CISD Medical Plan Expense Forecast

Forecast

	Forecast for 2023 Plan Year	Forecast for 2024 Plan Year
Data Time Period	7/22 - 6/23	7/22 - 6/23
Total Med Claims	\$ 8,120,461.52	\$ -
Total Rx Claims	\$ 2,266,377.48	\$ -
Total Claims	\$ 10,386,839.00	\$ -
Projected Contributions	\$ 8,371,464.00	\$ 8,371,464.00
Annualized Claims	\$ 10,386,839.00	\$ 8,917,205.73
Stop Loss Reimbursements	\$ (1,818,144.54)	\$ (1,236,822.68)
Medical Trend	8%	7%
Rx Trend	8%	7%
Med Trend Factor	1.04	1.07
Rx Trend Factor	1.04	1.07
Trended/Adjusted Claims w/ Changes	\$ 8,917,205.73	\$ 8,325,008.58
Admin Expense	\$ (0.24)	\$ (0.28)
Stop Loss Expense	\$ 1,344,372.48	\$ 1,546,028.35
Misc Expenses	\$ 37,800.00	\$ 37,800.00
H.S.A. Contributions	\$ 92,400.00	\$ 92,400.00
Affordable Care Act Taxes or Fees	\$ 4,327.04	\$ 4,759.75
Total Projected Operating Cost	\$ 10,396,105.02	\$ 10,005,996.40
Estimated Beginning Reserve	\$ 1,150,775.00	
Projected Beginning Reserve		\$ (873,866.02)
Minimum Target Reserve	\$ 1,515,924.93	\$ 1,415,251.41
Estimated Ending Reserve Balance	\$ (873,866.02)	\$ (2,411,238.67)
Increase in Funding Needed (\$)		\$ 3,826,490.08
Increase in Funding Needed (%)	10	45.71%

Funding Gap = Operating Expense - Contributions. Currently \$2,024,641

\$1 M Infusion to reserves reflected in 2023 Starting Fund Balance

2. INFLATION TRENDS

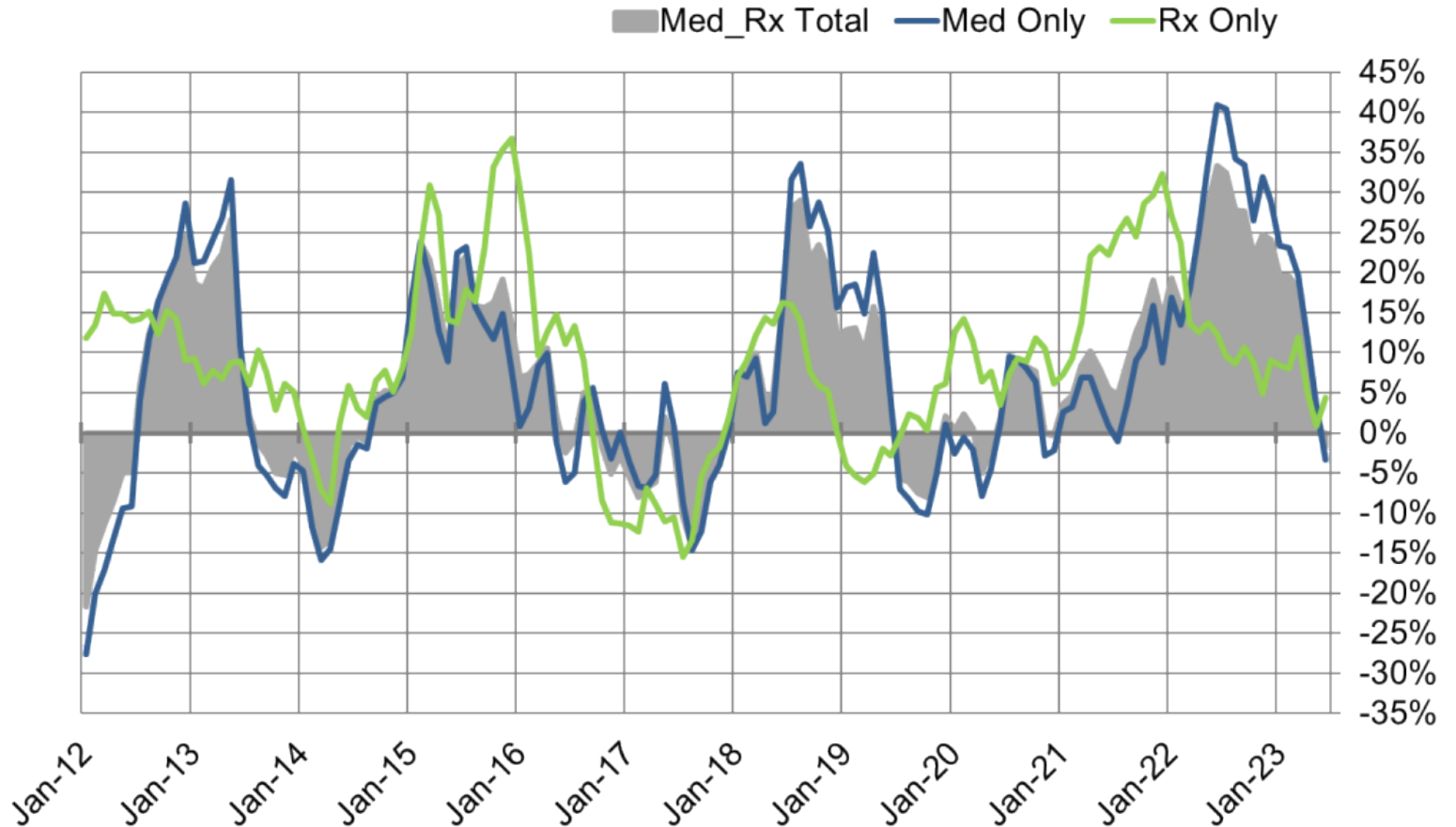
- ❖ The **Medical Inflation** rate for gross paid claims is **currently -3%** compared to same time last year +41%
- ❖ The **Pharmacy Inflation** Rate is **currently +4.4%** compared to same time last year +12.3%



Inflation Trends



Medical and Pharmacy Historical Inflation Chart



Based off Claims PMPM 12 month Moving Average Cost. Stop Loss Adjustments and Administration Costs not included.

12
Inflation trend for all products using 12 month moving average claims cost.

3. CLAIMS & ENROLLMENT EXPERIENCE – RECOMMENDED DEDUCTIONS AND BENEFIT CHANGES

- ❖ The Annual Claims Comparison reflects total medical and pharmacy costs.
- ❖ In 2023, (5) claimants have exceeded the \$100,000 paid dollar threshold totaling \$871,693. Of the five, 3 claimants met the \$125,000 Deductible.
- ❖ In 2022, (13) claimants exceeded the \$100,000 paid dollar threshold totaling \$4,118,623. Of the thirteen, six claimants met the \$125,000 Deductible.
- ❖ In 2021, (9) claimants exceeded the \$100,000 paid dollar threshold totaling \$1,966,403. Of the nine, eight claimants met the \$125,000 Deductible
- ❖ The 2023 average medical discount rate of 72.9% is within the parameters of expectation. For comparison prior year average discount rate was 70.1%.



Claims Experience



CANUTILLO INDEPENDENT SCHOOL DISTRICT - Claims Experience												
Current Month:	Total Paid Claims			Monthly Dollar Averages			Average Member Census			Average PMPM		
6	2023-YTD	2022	2021	2023-YTD	2022	2021	2023-YTD	2022	2021	2023-YTD	2022	2021
Medical	\$ 3,328,592	\$ 8,598,768	\$ 5,965,791	\$ 554,765	\$ 716,564	\$ 497,149	1,437	1,457	1,414	\$ 386	\$ 492	\$ 352
Pharmacy	\$ 961,293	\$ 2,356,350	\$ 2,159,033	\$ 160,216	\$ 196,362	\$ 179,919	1,437	1,457	1,414	\$ 111	\$ 135	\$ 127
Total	\$ 4,289,886	\$ 10,955,118	\$ 8,124,823	\$ 714,981	\$ 912,926	\$ 677,069	1,437	1,457	1,414	\$ 497	\$ 627	\$ 479
by Relation												
Subscriber	\$ 3,368,342	\$ 7,920,175	\$ 5,884,315	\$ 561,390	\$ 660,015	\$ 490,360	824	817	797	\$ 682	\$ 808	\$ 616
Spouse	\$ 391,782	\$ 848,292	\$ 693,696	\$ 65,297	\$ 70,691	\$ 57,808	104	105	102	\$ 630	\$ 672	\$ 567
Child	\$ 529,762	\$ 2,186,651	\$ 1,546,813	\$ 88,294	\$ 182,221	\$ 128,901	510	535	516	\$ 173	\$ 340	\$ 250
Relation Total	\$ 4,289,886	\$ 10,955,118	\$ 8,124,823	\$ 714,981	\$ 912,926	\$ 677,069	1,437	1,457	1,414	\$ 497	\$ 627	\$ 479
by Plan												
Basic	\$ 723,308	\$ 1,858,565	\$ 1,438,841	\$ 120,551	\$ 154,880	\$ 119,903	357	357	349	\$ 338	\$ 434	\$ 343
Standard	\$ 3,079,257	\$ 8,494,362	\$ 6,296,775	\$ 513,209	\$ 707,864	\$ 524,832	837	887	902	\$ 613	\$ 798	\$ 582
CDHP	\$ 487,321	\$ 602,190	\$ 389,208	\$ 81,220	\$ 50,183	\$ 32,434	243	213	163	\$ 334	\$ 235	\$ 199
Med/Rx Plan Total	\$ 4,289,886	\$ 10,955,118	\$ 8,124,823	\$ 714,981	\$ 912,926	\$ 677,069	1,437	1,457	1,414	\$ 497	\$ 627	\$ 479
Avg. Med Savings%	72.9%	70.1%	71.9%									

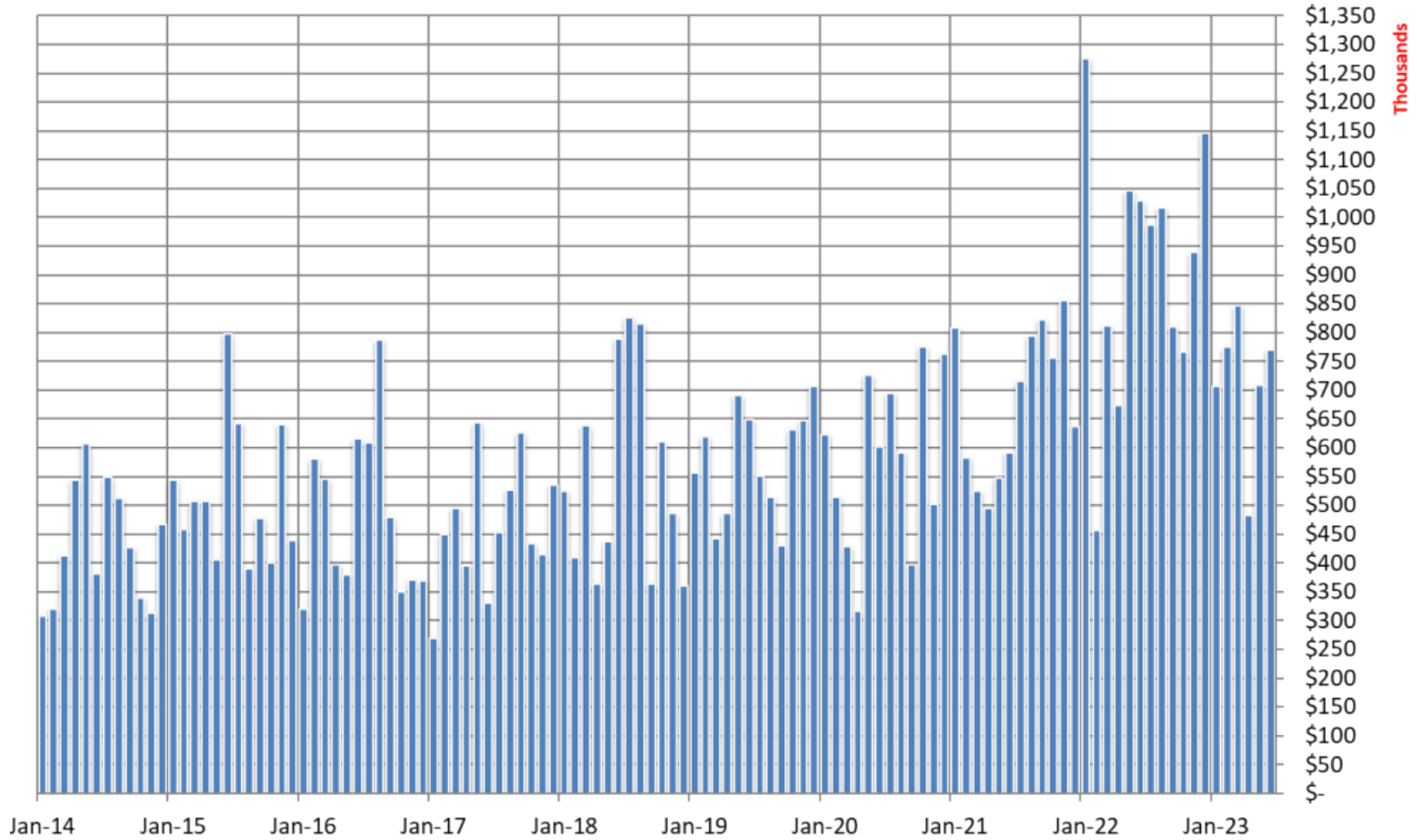
This table does not reflect stop loss reimbursements/credits or administration costs.



Claims Experience



Canutillo ISD Monthly Paid Claims (Medical & Pharmacy)





Claims Experience



High Cost Claimant Summary

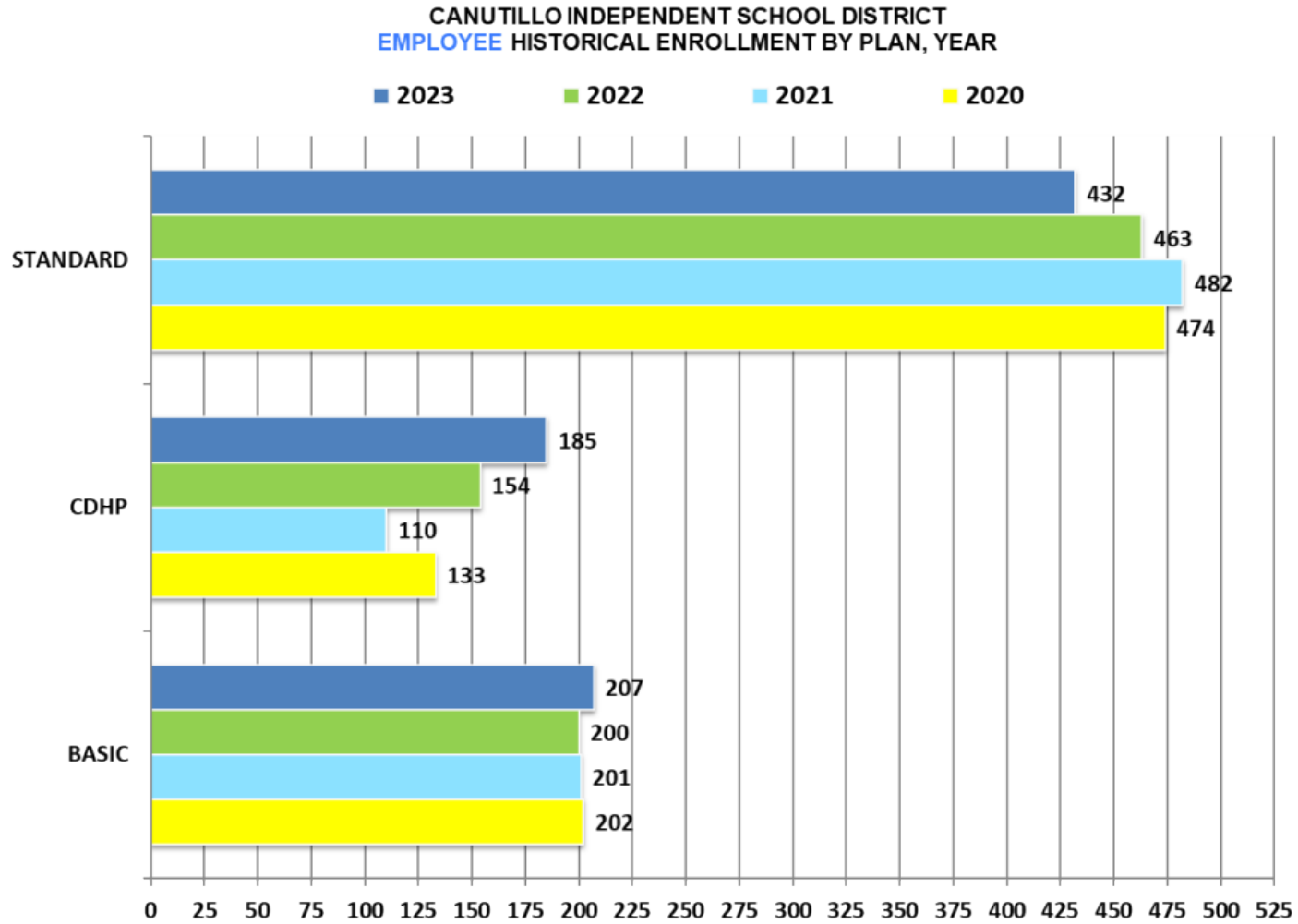
Threshold \$100,000

Report Period: JUNE 2023

Counter	2023 YTD		2022		2021		2020		2019	
	Total Paid	ISL Position	Total Paid	ISL Position	Total Paid	ISL Position	Total Paid	ISL Position	Total Paid	ISL Position
1	\$304,947	244%	\$1,395,138	1116%	\$483,635	387%	\$580,574	464%	\$513,295	411%
2	\$177,267	142%	\$729,438	584%	\$304,750	244%	\$373,271	299%	\$233,506	187%
3	\$160,071	128%	\$607,871	486%	\$265,033	212%	\$230,993	185%	\$186,111	149%
4	\$123,707	99%	\$251,884	202%	\$195,683	157%	\$139,893	112%	\$141,535	113%
5	\$105,701	85%	\$221,088	177%	\$175,147	140%	\$138,306	111%	\$125,857	101%
6			\$152,095	122%	\$144,964	116%	\$120,047	96%	\$102,199	82%
7			\$117,539	94%	\$144,525	116%	\$115,888	93%	\$101,639	81%
8			\$116,162	93%	\$143,547	115%	\$115,843	93%		
9			\$114,966	92%	\$109,120	87%	\$113,131	91%		
10			\$106,496	85%						
11			\$102,544	82%						
12			\$102,052	82%						
13			\$101,350	81%						
Total	\$871,693		\$4,118,623		\$1,966,403		\$1,927,946		\$1,404,142	
No. of Claimants Met ISL	3		6		8		5		5	
ISL Deductible Amount	\$125,000		\$125,000		\$125,000		\$125,000		\$125,000	
Expected Recovery	\$ 267,285		\$ 2,607,514		16 \$ 857,284		\$ 838,037		\$ 575,304	



Enrollment Experience



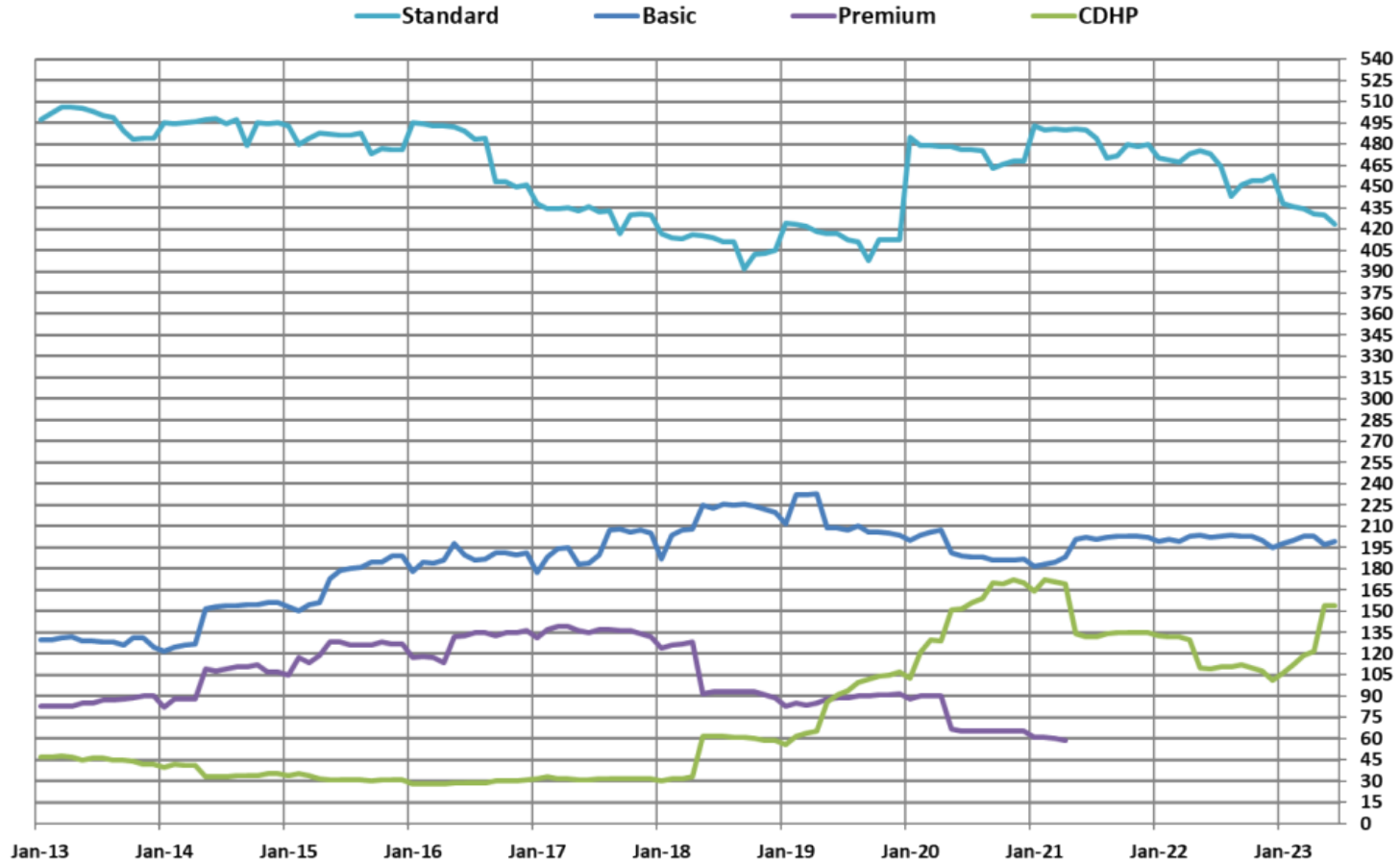


Enrollment Experience



CANUTILLO I.S.D.

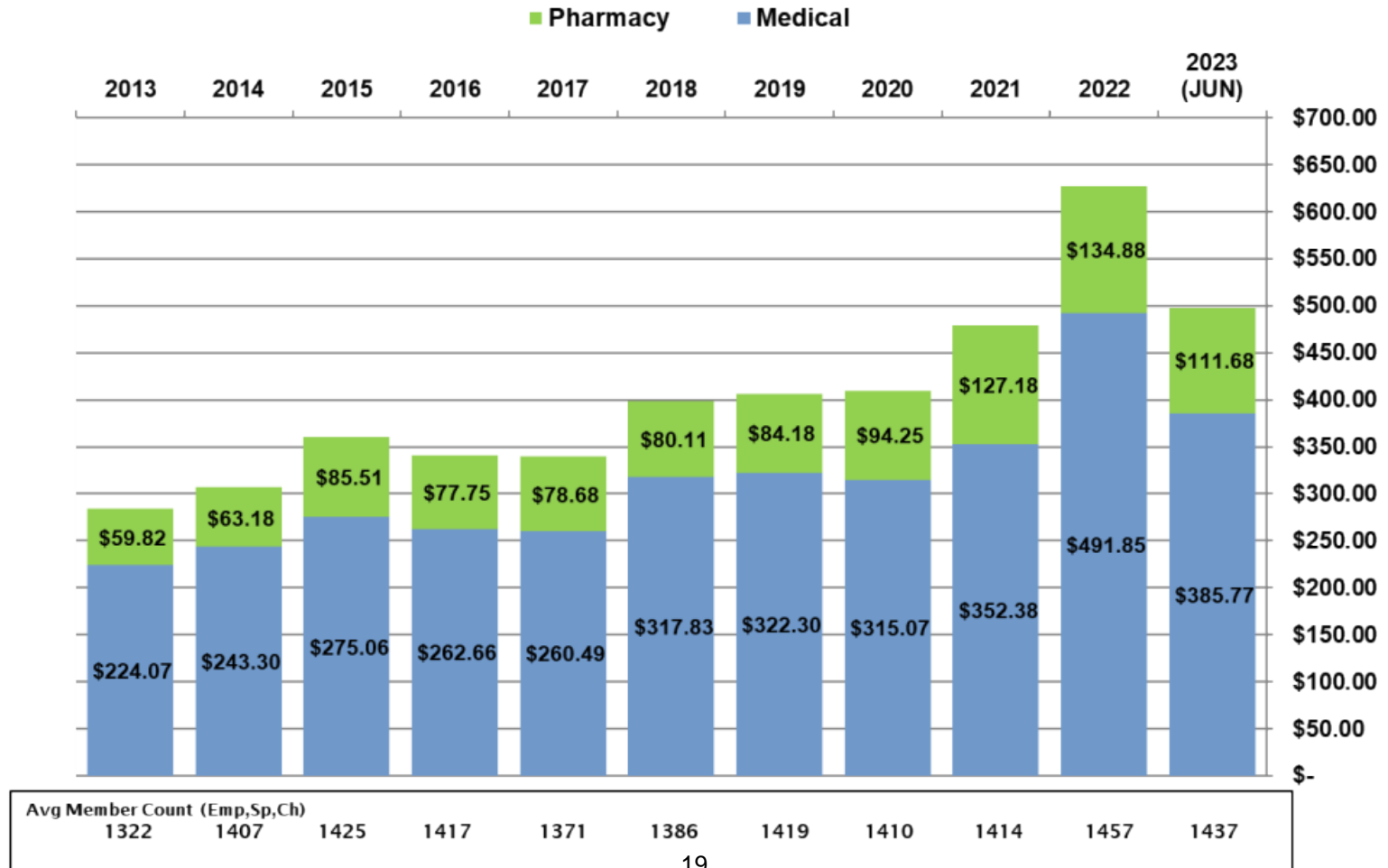
Employee Historical Enrollment by Plan





Average Cost (PMPM)

Canutillo Independent School District Average Medical & Pharmacy PMPM Costs

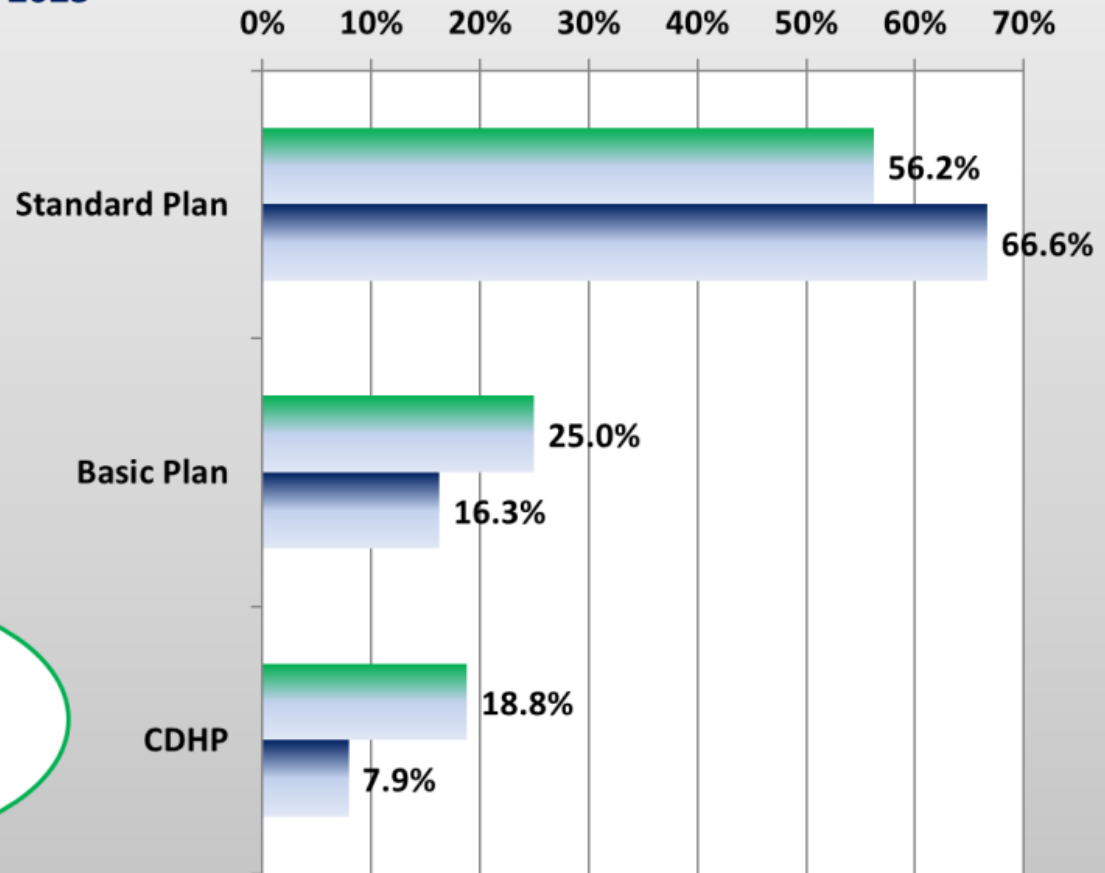


Canutillo I.S.D. - JUNE 2023

Claims Cost %
versus
Contributions %

■ Contributions
■ Claims Expense

Current Employee Units:
 Standard-437
 Basic-206
 CDHP-186



Employer and Employee Contributions.
Medical/Rx Claims

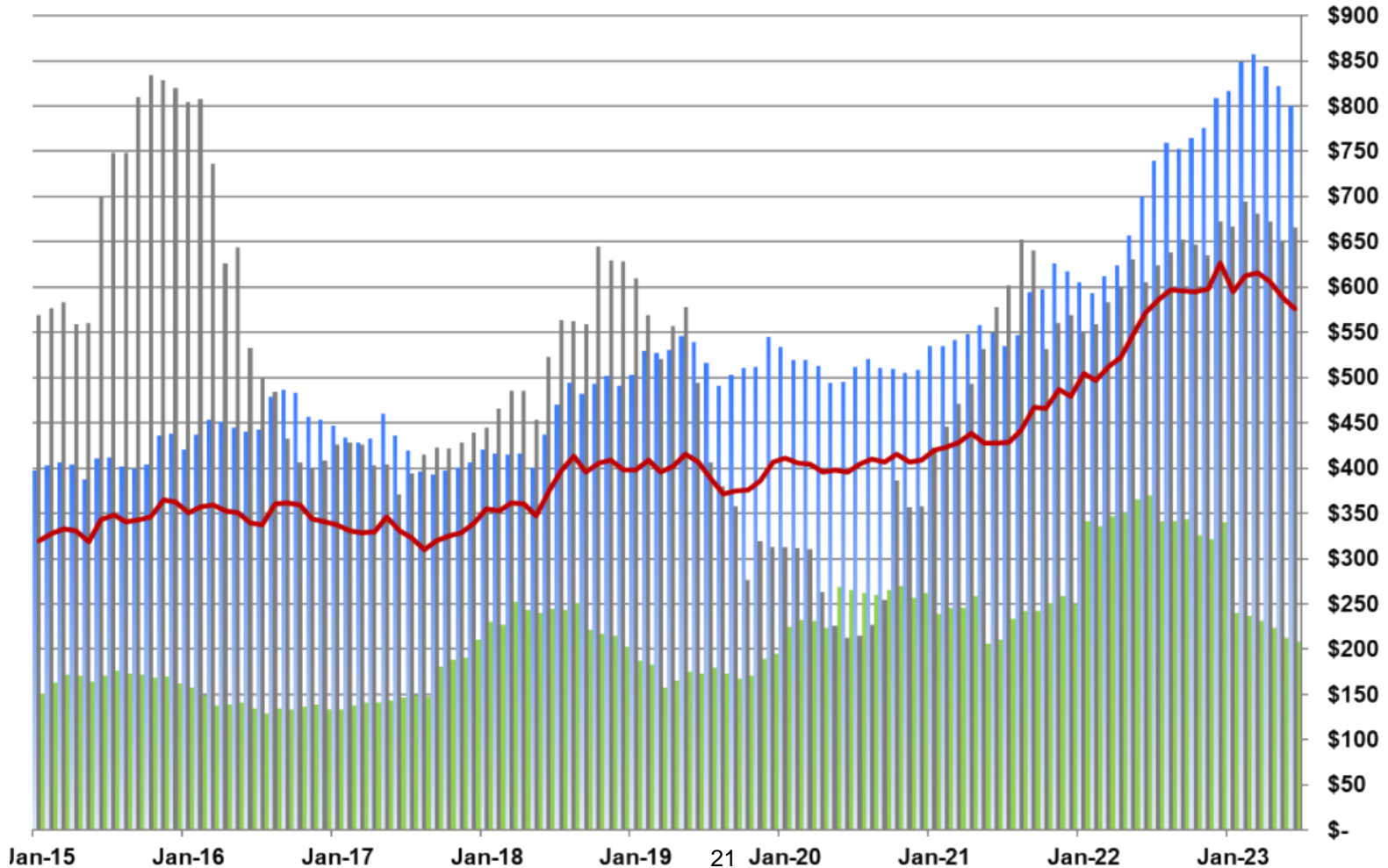


Average Cost (PMPM)



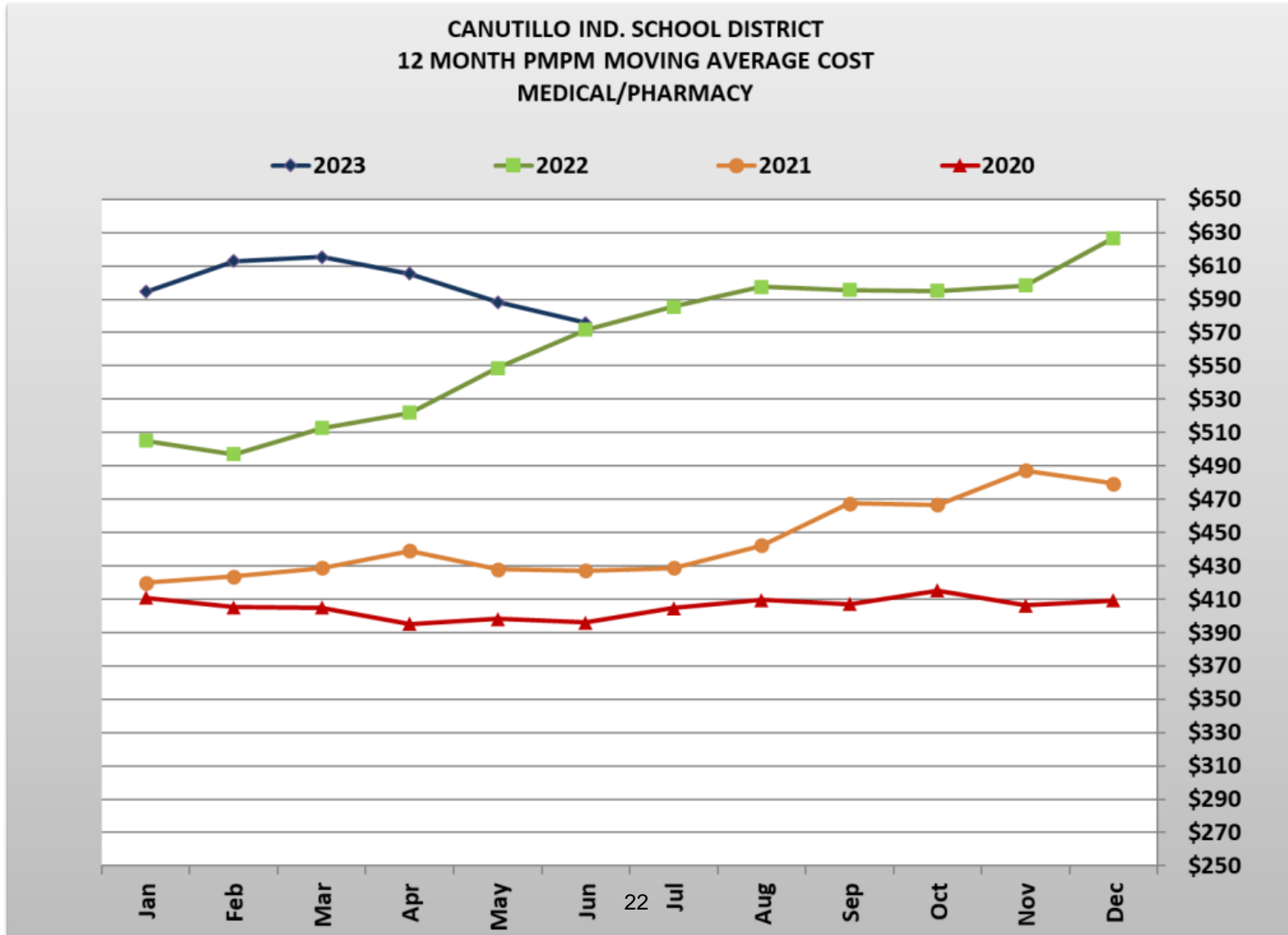
CISD TOTAL MEDICAL AND RX PMPM MOVING AVERAGE COSTS

Employee Spouse Child Med_Rx Total





Average Cost (PMPM)





Considerations – Increase Deductions to cover shortfall



CONTRIBUTION TABLE		
	District	Deductions
Current	\$6,115,824	\$2,176,416
46% Increase to District and Deductions	\$8,929,103	\$3,177,567
Net Impact	\$2,813,279	\$1,001,151
Deductions if entire increase shifts to deductions		\$5,990,846
Shifted Increase Percent		175%



Illustration of shifted deductions 175% increase



175% INCREASE Monthly Deductions	CDHP			BASIC			STANDARD		
	2023	2024	CHANGE	2023	2024	CHANGE	2023	2024	CHANGE
Employee Only	\$0	\$0	\$0	\$100	\$275	\$175	\$138	\$380	\$242
Employee & Spouse	\$408	\$1,122	\$714	\$459	\$1,262	\$803	\$525	\$1,444	\$919
Employee & Children	\$279	\$767	\$488	\$329	\$905	\$576	\$385	\$1,059	\$674
Employee & Family	\$638	\$1,755	\$1,117	\$688	\$1,892	\$1,204	\$772	\$2,123	\$1,351



Considerations – Enroll in TRS (5 year commitment)



TRS plans cycle 9/1 through 8/31

3 plans are available – TRS HD, TRS Primary, TRS Primary +

All plans have higher out of pocket limits than current

TRS Primary and Primary + are HMO based benefits

- No out of network coverage

- No coverage outside of Texas

- PCP referral required for Specialty Care

TRS HD offers nationwide coverage

A Health Reimbursement Account can be set up to fund increase out of pocket maximums



Considerations – TRS Deduction Comparisons - Constant



CISD			TRS Active Care					
CISD Current Contribution Up To:		\$ 623.00	CISD Current Contribution Up To:				\$ 623.00	
Contribution and Deduction Summary			Contribution and Deduction Summary					
	Enrollment	PY23 Deduction	TRS HD	Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions
CISD CDHP								
Employee Only	156	\$0.00	Employee Only	156	\$403.00	\$403.00	\$0.00	\$0.00
Employee & Spouse	6	\$408.00	Employee & Spouse	6	\$681.00	\$1,089.00	\$408.00	\$0.00
Employee & Children	18	\$279.00	Employee & Children	18	\$407.00	\$686.00	\$279.00	\$0.00
Employee & Family	5	\$638.00	Employee & Family	5	\$733.00	\$1,371.00	\$638.00	\$0.00
CISD BASIC			TRS Primary v. BASIC					
Employee Only	131	\$100.00	Employee Only	131	\$288.00	\$388.00	\$100.00	\$0.00
Employee & Spouse	15	\$459.00	Employee & Spouse	15	\$589.00	\$1,048.00	\$459.00	\$0.00
Employee & Children	43	\$329.00	Employee & Children	43	\$331.00	\$660.00	\$329.00	\$0.00
Employee & Family	18	\$688.00	Employee & Family	18	\$632.00	\$1,320.00	\$688.00	\$0.00
CISD STANDARD			TRS Primary + v. STANDARD					
Employee Only	245	\$138.00	Employee Only	245	\$317.00	\$455.00	\$138.00	\$0.00
Employee & Spouse	18	\$525.00	Employee & Spouse	18	\$658.00	\$1,183.00	\$525.00	\$0.00
Employee & Children	128	\$385.00	Employee & Children	128	\$389.00	\$774.00	\$385.00	\$0.00
Employee & Family	41	\$772.00	Employee & Family	41	\$730.00	\$1,502.00	\$772.00	\$0.00
Enrollment Totals			Enrollment Totals					
Current CDHP Employees	185		Current TRS HD	185				
Current BASIC Employees	207		Current TRS Primary	207				
Current STANDARD Employee	432		Current TRS Primary+	432				
Total Employees	824		Total Employees	824				
Financial Summary			Financial Summary					
			PY 23/24					
			Change compared to Current					
Total Annual Contributions			Total Annual Contributions					
Total District Contribution		\$6,160,224.00	Total District Contribution		\$3,832,176.00			-\$2,328,048.00
Total Employee Contributions		\$2,176,416.00	Total Employee Contributions		\$2,176,416.00			\$0.00
HSA ER Contribution	\$600.00	\$111,000.00					\$1,200.00	\$222,000.00
HRA Subsidy to OOP Max Funds Available and other expenses								\$2,106,048.00
# OON Max persons that can be made whole				26				527.00



Considerations – TRS Deduction Comparisons -30%



CISD			TRS Active Care						
CISD Current Contribution Up To:		\$ 623.00	CISD Current Contribution Up To:				\$ 623.00		
Contribution and Deduction Summary			Contribution and Deduction Summary						
	Enrollment	PY23 Deduction		Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions	Annualized Deduction Reduction
CISD CDHP			TRS HD						
Employee Only	156	\$0.00	Employee Only	156	\$403.00	\$403.00	\$0.00	\$0.00	\$0.00
Employee & Spouse	6	\$408.00	Employee & Spouse	6	\$803.00	\$1,089.00	\$286.00	-\$122.00	-\$1,464.00
Employee & Children	18	\$279.00	Employee & Children	18	\$491.00	\$686.00	\$195.00	-\$84.00	-\$1,008.00
Employee & Family	5	\$638.00	Employee & Family	5	\$924.00	\$1,371.00	\$447.00	-\$191.00	-\$2,292.00
CISD BASIC			TRS Primary v. BASIC						
Employee Only	131	\$100.00	Employee Only	131	\$318.00	\$388.00	\$70.00	-\$30.00	-\$360.00
Employee & Spouse	15	\$459.00	Employee & Spouse	15	\$727.00	\$1,048.00	\$321.00	-\$138.00	-\$1,656.00
Employee & Children	43	\$329.00	Employee & Children	43	\$430.00	\$660.00	\$230.00	-\$99.00	-\$1,188.00
Employee & Family	18	\$688.00	Employee & Family	18	\$838.00	\$1,320.00	\$482.00	-\$206.00	-\$2,472.00
CISD STANDARD			TRS Primary + v. STANDARD						
Employee Only	245	\$138.00	Employee Only	245	\$358.00	\$455.00	\$97.00	-\$41.00	-\$492.00
Employee & Spouse	18	\$525.00	Employee & Spouse	18	\$816.00	\$1,183.00	\$367.00	-\$158.00	-\$1,896.00
Employee & Children	128	\$385.00	Employee & Children	128	\$505.00	\$774.00	\$269.00	-\$116.00	-\$1,392.00
Employee & Family	41	\$772.00	Employee & Family	41	\$962.00	\$1,502.00	\$540.00	-\$232.00	-\$2,784.00
Enrollment Totals			Enrollment Totals						
Current CDHP Employees	185		Current TRS HD	185					
Current BASIC Employees	207		Current TRS Primary	207					
Current STANDARD Employee	432		Current TRS Primary+	432					
Total Employees	824		Total Employees	824					
Financial Summary			Financial Summary						
			PY 23/24				Change compared to Current		
Total Annual Contributions			Total Annual Contributions						
Total District Contribution		\$6,160,224.00	Total District Contribution		\$4,485,132.00		-\$1,675,092.00		
Total Employee Contributions		\$2,176,416.00	Total Employee Contributions		\$1,523,460.00		-\$652,956.00		
HSA ER Contribution	\$600.00	\$111,000.00				\$1,200.00	\$222,000.00		
HRA Subsidy to OOP Max Funds Available and other expenses							\$1,453,092.00		
# OON Max persons that can be made whole							363.00		



Considerations – TRS Deduction Comparisons -40%



CISD			TRS Active Care							
CISD Current Contribution Up To:		\$ 623.00	CISD Current Contribution Up To:				\$ 623.00			
Contribution and Deduction Summary			Contribution and Deduction Summary							Annualized Deduction Reduction
	Enrollment	PY23 Deduction		Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions		
CISD CDHP			TRS HD							
Employee Only	156	\$0.00	Employee Only		\$403.00	\$403.00	\$0.00	\$0.00	\$0.00	
Employee & Spouse	6	\$408.00	Employee & Spouse		\$844.00	\$1,089.00	\$245.00	-\$163.00	-\$1,956.00	
Employee & Children	18	\$279.00	Employee & Children		\$519.00	\$686.00	\$167.00	-\$112.00	-\$1,344.00	
Employee & Family	5	\$638.00	Employee & Family		\$988.00	\$1,371.00	\$383.00	-\$255.00	-\$3,060.00	
CISD BASIC			TRS Primary v. BASIC							
Employee Only	131	\$100.00	Employee Only		\$328.00	\$388.00	\$60.00	-\$40.00	-\$480.00	
Employee & Spouse	15	\$459.00	Employee & Spouse		\$773.00	\$1,048.00	\$275.00	-\$184.00	-\$2,208.00	
Employee & Children	43	\$329.00	Employee & Children		\$463.00	\$660.00	\$197.00	-\$132.00	-\$1,584.00	
Employee & Family	18	\$688.00	Employee & Family		\$907.00	\$1,320.00	\$413.00	-\$275.00	-\$3,300.00	
CISD STANDARD			TRS Primary + v. STANDARD							
Employee Only	245	\$138.00	Employee Only	532	\$372.00	\$455.00	\$83.00	-\$55.00	-\$660.00	
Employee & Spouse	18	\$525.00	Employee & Spouse	39	\$868.00	\$1,183.00	\$315.00	-\$210.00	-\$2,520.00	
Employee & Children	128	\$385.00	Employee & Children	189	\$543.00	\$774.00	\$231.00	-\$154.00	-\$1,848.00	
Employee & Family	41	\$772.00	Employee & Family	64	\$1,039.00	\$1,502.00	\$463.00	-\$309.00	-\$3,708.00	
Enrollment Totals			Enrollment Totals							
Current CDHP Employees	185		Current TRS HD	-						
Current BASIC Employees	207		Current TRS Primary	-						
Current STANDARD Employee	432		Current TRS Primary+	824						
Total Employees	824		Total Employees	824						
Financial Summary			Financial Summary							
			PY 23/24						Change compared to Current	
Total Annual Contributions			Total Annual Contributions							
Total District Contribution		\$6,160,224.00	Total District Contribution		\$4,810,548.00			-\$1,349,676.00		
Total Employee Contributions		\$2,176,416.00	Total Employee Contributions		\$1,556,784.00			-\$619,632.00		
HSA ER Contribution	\$600.00	\$111,000.00					\$1,200.00	\$0.00		
HRA Subsidy to OOP Max Funds Available and other expenses								\$1,349,676.00		
# OON Max persons that can be made whole								337.00		

Thank you.

Blue Insight Monthly Financial Report

CANUTILLO INDEPENDENT SCHOOL DISTRICT:
ALL

01/01/2023 to 06/30/2023



PLAN PERFORMANCE

Data Parameters	3	Pharmacy	
Enrollment Overview	4	Financial Summary	14
Financial Overview		Key Indicators	15
Financial Summary	6	Generic vs. Formulary Experience	16
Network Overview	7	Top Non-Specialty Therapeutic Drug Classes	17
Blue Card Savings Analysis	8	Top Non-Specialty Prescription Drugs	18
Medical Claim Expense Distribution	9	Specialty Drug Analysis	19
High Cost Claimants	10	Appendix	20
Medical Out of Pocket	11	Glossary	23
Lag Report	12		
Overall Medical Paid PMPM Leading Diagnostic Category	13		

Current Period: The current reporting period represents claims paid from January 1, 2023 through June 30, 2023.

Prior Period: The prior reporting period represents claims paid from January 1, 2022 through June 30, 2022.

The report includes medical claims and pharmacy claims.

Reporting Segments: ALL

Characteristics: ALL

Group/Sections: ALL

Reporting Support Contact Information

For reporting support, please contact Client Reporting Service Center

Email: client_reporting@bcbsil.com

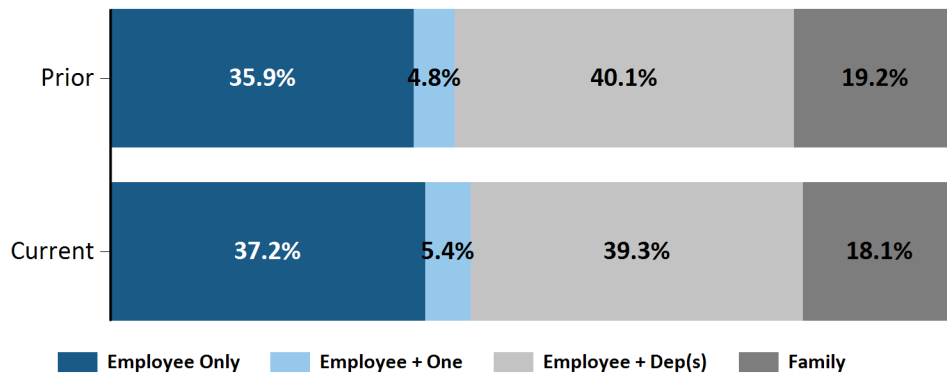
Hours of Operation: Monday - Friday: 8:00am - 5:00pm CT

Report prepared on 07/14/2023

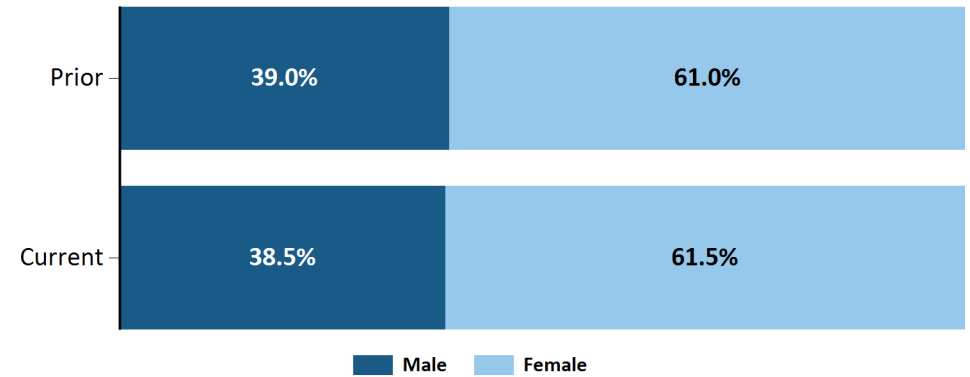
Report Description: Provides the current enrollment based on the current period.

Month	Medical Subscribers	Medical Members	Pharmacy Subscribers	Pharmacy Members
Jan 2023	835	1,461	830	1,456
Feb 2023	830	1,451	825	1,446
Mar 2023	831	1,448	827	1,444
Apr 2023	831	1,439	826	1,434
May 2023	826	1,431	821	1,426
Jun 2023	816	1,416	812	1,412
Jul 2023				
Aug 2023				
Sep 2023				
Oct 2023				
Nov 2023				
Dec 2023				

Enrollment by Tier



Enrollment by Gender

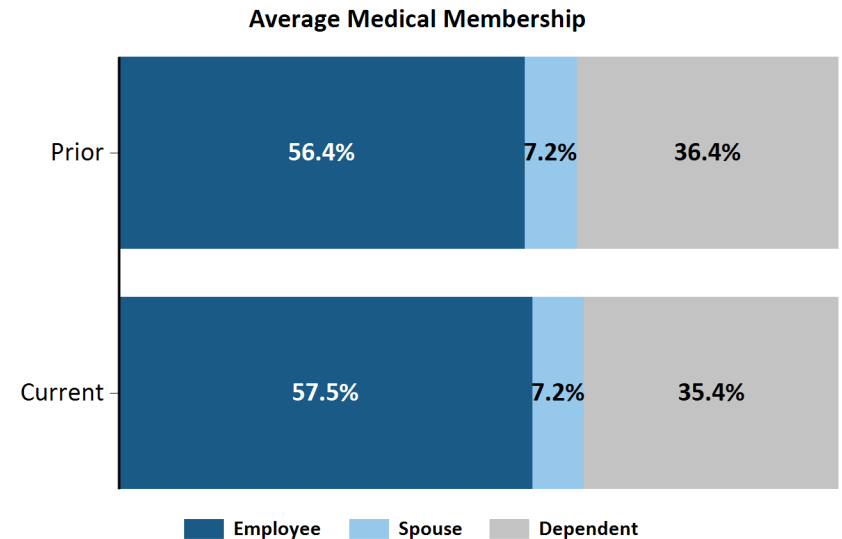


Report Description: Provides medical demographics for the current period compared to the prior period and percent change.

Medical Demographics

	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Average Membership	1,481	1,441	-2.7%
Employee	835	828	-0.8%
Spouse	106	103	-2.8%
Dependent	539	510	-5.4%
Average Contract Size	1.8	1.7	-5.6%
Average Age	35.1	35.6	1.4%
Employee	46.8	46.7	-0.2%
Spouse	49.0	49.5	1.0%
Dependent	14.3	14.6	2.1%
% Under 30	40.1%	39.2%	
% 30 to 49	31.3%	31.2%	
% 50 to 64	27.1%	28.2%	
% 65+	1.5%	1.5%	
Gender			
Proportion of Males	39.0%	38.5%	
Proportion of Females	61.0%	61.5%	
Females Ages 20-44	21.9%	21.4%	

- Overall, membership **decreased by 2.7%** between reporting periods
- The average age was 35.6 and **increased by 1.4%** between reporting periods.
- Contract size **decreased by 5.6%** between reporting periods.
- Females between the ages of 20 and 44 **decreased from 21.9% to 21.4%** between reporting periods.

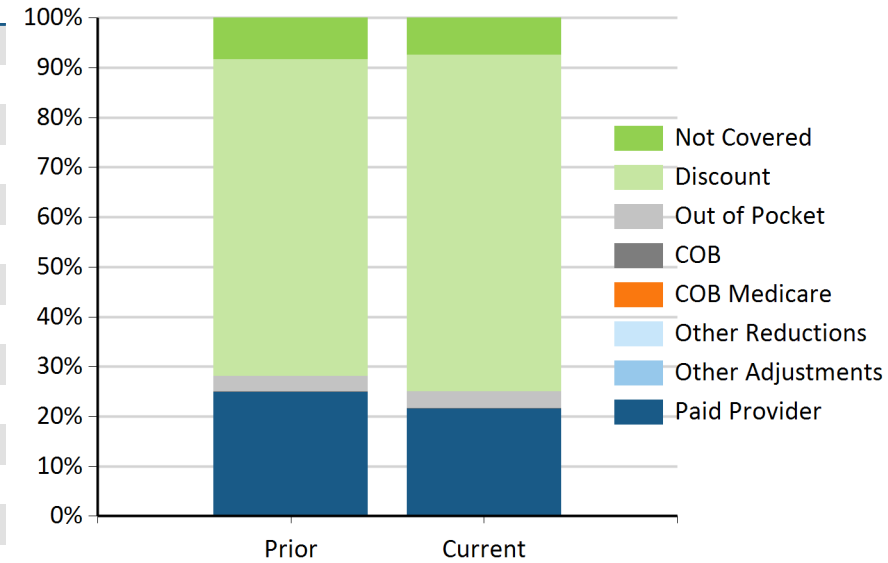


Report Description: Provides a breakdown of the medical order of reduction from billed to paid for the current month, current period, prior period and a percent change. This report may highlight key measures and their potential impact on paid expenses.

Medical Order of Reduction

Paid Month	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Billed	\$2,890,360	\$17,054,187	\$15,397,002	-9.7%
Not Covered	\$572,883	\$1,419,753	\$1,138,038	-19.8%
Covered	\$2,317,477	\$15,634,433	\$14,258,965	-8.8%
Discount	\$1,690,550	\$10,850,616	\$10,399,279	-4.2%
Allowed	\$626,927	\$4,783,818	\$3,859,686	-19.3%
Out of Pocket	\$85,530	\$524,821	\$525,686	0.2%
COB	\$1,268	\$18,664	\$8,691	-53.4%
COB Medicare	\$0	\$0	\$0	0.0%
Other Reductions	\$0	\$0	\$0	0.0%
Other Adjustments	\$0	\$0	\$0	0.0%
Paid - Provider	\$540,129	\$4,240,332	\$3,325,309	-21.6%
Other Payments	\$526	\$954	\$3,283	244.2%
Medical Paid	\$540,655	\$4,241,286	\$3,328,592	-21.5%

Breakdown of Billed Amount



Group Liability Breakdown

Paid Month	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Medical Paid	\$540,655	\$4,241,286	\$3,328,592	-21.5%
Pharmacy Paid	\$228,748	\$1,051,266	\$961,293	-8.6%
VBC Payments	\$1,229	\$4,559	\$6,529	43.2%
Total Paid Claims	\$770,633	\$5,297,111	\$4,296,415	-18.9%
Recoveries	\$0	\$0	(\$9,054)	0.0%
Total Paid Claims + Recoveries	\$770,633	\$5,297,111	\$4,287,360	-19.1%
Fees & Credits	\$95,781	(\$429,372)	\$368,222	185.8%
HCA Draft Amount	\$0	\$0	\$0	0.0%
Capitation Paid	\$0	\$0	\$0	0.0%
Group Liability	\$866,413	\$4,867,739	\$4,655,582	-4.4%

Fees and Credits Breakdown

Paid Month	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Access Fee	\$0	\$0	\$0	0.0%
Admin Fee	\$39,136	\$264,691	\$238,709	-9.8%
ASO Adjustments	(\$16,962)	(\$1,087,743)	(\$281,447)	74.1%
Rx Credit Fees	(\$44,145)	(\$245,716)	(\$269,176)	-9.6%
Aggregate Stop Loss	\$1,188	\$7,308	\$7,252	-0.8%
Specific Stop Loss	\$109,483	\$642,564	\$668,062	4.0%
Extra Fees	\$0	\$0	\$0	0.0%
ASO Other Services	\$619	\$0	\$3,775	0.0%
ASO All Other	\$6,462	(\$10,476)	\$1,047	110.0%
Summary	\$95,781	(\$429,372)	\$368,222	185.8%

Other reductions includes penalties, workers compensation savings, and subrogation savings.

Other payments includes Blue Card access fees and surcharges. Also displayed are other adjustments.

Report Description: This report displays the discount amount, discount percent, paid amount and paid percent for medical claims split by Medicare/Non-Medicare, in/out of network and service category for the current period.

Medicare Primary Indicator	Network Indicator	Service Category	Covered	Discount	Discount %	Paid	% Of Paid	
No	In Network	Facility Inpatient	\$2,911,352	\$2,245,669	77.1%	\$627,869	18.9%	
		Facility Outpatient	\$7,042,877	\$5,302,701	75.3%	\$1,562,717	46.9%	
		Professional	\$4,193,549	\$2,769,621	66.0%	\$1,124,736	33.8%	
		Summary	\$14,147,778	\$10,317,991	72.9%	\$3,315,323	99.6%	
	Out of Network	Facility Inpatient	\$4,950	\$4,538	91.7%	\$127		
		Facility Outpatient	\$69,672	\$54,068	77.6%	\$11,433	0.3%	
		Professional	\$36,402	\$22,682	62.3%	\$1,547		
		Summary	\$111,024	\$81,288	73.2%	\$13,107	0.4%	
	Summary			\$14,258,803	\$10,399,279	72.9%	\$3,328,431	100.0%
	Yes	In Network	Facility Inpatient					
Facility Outpatient								
Professional			\$162			\$162		
Summary			\$162			\$162		
Out of Network		Facility Inpatient						
		Facility Outpatient						
		Professional						
Summary								
Summary			\$162			\$162		
Summary			\$14,258,965	\$10,399,279	72.9%	\$3,328,592	100.0%	

Key Findings: The overall network savings discount (excluding Medicare) was **72.9%** for the current period. The in-network paid percent was **99.6%** for the current period.

Financial Overview: Blue Card Savings Analysis

Report Description: The Blue Card Savings report illustrates the value of having access to other BCBS contracts within the United States through the Blue Card program. Savings from BCBS network discounts are passed to the client, providing savings on potentially costly out of state claims that would otherwise be paid at full provider billed amount.

Jan 2023 - Jun 2023

Par Plan State	Billed	Allowed	Effective Allowed Rate	Discount	Paid	Effective Paid Rate	Blue Card Access Fee
NM	\$293,921	\$90,198	30.7%	\$196,607	\$72,689	24.7%	\$0
AZ	\$101,046	\$52,228	51.7%	\$47,633	\$47,596	47.1%	\$1,610
KY	\$56,638	\$25,154	44.4%	\$31,485	\$24,802	43.8%	\$1,193
FL	\$8,846	\$2,466	27.9%	\$6,380	\$227	2.6%	\$227
IL	\$3,471	\$801	23.1%	\$2,670	\$274	7.9%	\$0
IN	\$1,999	\$789	39.5%	\$1,210	\$833	41.7%	\$44
Not Available	\$1,646	\$476	28.9%	\$1,170	\$42	2.6%	\$42
St. Louis MO	-	\$1,027		\$1,131	\$1,045		\$43
AR	\$1,711	\$874	51.1%	\$837	\$904	52.9%	\$30
BS CA	\$1,135	\$382	33.7%	\$753	\$317	28.0%	\$27
All Other Blue Card	\$10,850	\$3,273	30.2%	\$1,859	\$3,075	28.3%	\$68
All Other Non-Blue Card	\$14,915,739	\$3,682,016	24.7%	\$10,107,544	\$3,176,788	21.3%	\$0
Summary	\$15,397,002	\$3,859,686	25.1%	\$10,399,279	\$3,328,592	21.6%	\$3,284

Key Findings: NM had the greatest Blue Card savings amount, with a Discount amount of ³⁷\$196,607. The overall Effective Allowed Rate for the current period was 25.1%.

Report Description: The distribution of medical paid expense by claimant and the average medical paid per claimant amount are shown for the current period.

Paid Band	Claimants	Claimants %	Paid	Paid %	Paid/Claimant
Less than \$200	347	29.2%	\$15,966	0.5%	\$46
\$200 - \$1,000	493	41.5%	\$240,528	7.2%	\$488
\$1,001 - \$5,000	243	20.5%	\$488,533	14.7%	\$2,010
\$5,001 - \$10,000	45	3.8%	\$320,856	9.6%	\$7,130
\$10,001 - \$30,000	37	3.1%	\$567,353	17.0%	\$15,334
\$30,001 - \$50,000	13	1.1%	\$523,450	15.7%	\$40,265
Summary <= \$50,000	1,178	99.2%	\$2,156,686	64.8%	\$1,831

Paid Band	Claimants	Claimants %	Paid	Paid %	Paid/Claimant
\$50,001 - \$75,000	1	0.1%	\$61,166	1.8%	\$61,166
\$75,001 - \$100,000	3	0.3%	\$249,340	7.5%	\$83,113
\$100,001 - \$150,000	2	0.2%	\$229,408	6.9%	\$114,704
\$150,001 - \$200,000	2	0.2%	\$327,127	9.8%	\$163,563
\$200,001 - \$250,000					
\$250,001 - \$500,000	1	0.1%	\$304,865	9.2%	\$304,865
\$500,001+					
Summary \$50,001 or Greater	9	0.8%	\$1,171,907	35.2%	\$130,212
Combined Summary	1,187	100.0%	\$3,328,592	100.0%	\$2,804

Key Findings: The proportion of claimants who received less than \$200 in services for the current period was **29.2%**. These claimants spent **0.5%** of the total paid expenses and the average paid expense per claimant was **\$46**. **0.8%** of claimants had expenses over \$50,001 for the current period. These claimants spent **35.2%** of the total paid expenses and the average paid expense per claimant was **\$130,212**.

Financial Overview: High Cost Claimants

Report Description: This report provides a detailed listing of the top 20 high cost claimants with paid expenses of \$50,000 or more for the current period.

Jan 2023 - Jun 2023

Encrypted Member ID	Relationship	Age/Gender Band	Leading Diagnostic Category	Inpatient Paid	Outpatient Paid	Professional Paid	Pharmacy Paid	Paid	Currently Enrolled
5490996543469958019	Subscriber	Female 60-64	Neoplasms	\$0	\$302,293	\$2,572	\$81	\$304,946	Yes
4232497402763595902	Subscriber	Male 60-64	Circulatory	\$72,411	\$77,613	\$18,479	\$8,764	\$177,267	Yes
1280685324937073408	Subscriber	Female 60-64	Neoplasms	\$0	\$158,558	\$66	\$1,447	\$160,071	No
1138841024603660426	Subscriber	Female 50-59	Digestive	\$110,758	\$1,405	\$11,545	\$0	\$123,708	Yes
1301624198167655134	Subscriber	Female 65+	Infectious/Parasitic	\$94,468	\$8,360	\$2,872	\$0	\$105,700	No
8635906481512953521	Subscriber	Female 40-49	Neoplasms	\$0	\$24,218	\$36,948	\$34,438	\$95,604	Yes
1484953706454245614	Subscriber	Male 30-39	Health Status	\$0	\$91,296	\$1,128	\$56	\$92,480	Yes
3594091009751433083	Subscriber	Male 50-59	Circulatory	\$0	\$79,960	\$112	\$0	\$80,072	No
4781884839735268633	Subscriber	Female 60-64	Neoplasms	\$0	\$12,440	\$64,405	\$74	\$76,919	Yes
1655428928282865624	Subscriber	Female 50-59	Musculoskeletal	\$0	\$37,611	\$5,893	\$7,559	\$51,063	Yes
High Cost Claimant Total				\$277,637	\$793,754	\$144,020	\$52,419	\$1,267,830	

Report Description: Provides a distribution of claimants by their total medical out of pocket expenses for the current period compared to the prior period and percent change. This report helps determine the impact of any changes in plan design on out of pocket.

Claimant Distribution by Out of Pocket Expense Bands

Out of Pocket Band	Jan 2022 - Jun 2022				Jan 2023 - Jun 2023				% Change	
	Claimants	Claimants %	Out of Pocket	Out of Pocket %	Claimants	Claimants %	Out of Pocket	Out of Pocket %	Claimants Change	Out of Pocket Change
Less than \$100	687	55.4%	\$17,206	3.3%	610	51.4%	\$21,359	4.1%	-11.2%	24.1%
\$101 - \$200	114	9.2%	\$16,801	3.2%	159	13.4%	\$23,324	4.4%	39.5%	38.8%
\$201 - \$300	82	6.6%	\$20,547	3.9%	77	6.5%	\$18,997	3.6%	-6.1%	-7.5%
\$301 - \$400	50	4.0%	\$17,603	3.4%	48	4.0%	\$16,792	3.2%	-4.0%	-4.6%
\$401 - \$500	31	2.5%	\$13,709	2.6%	55	4.6%	\$24,416	4.6%	77.4%	78.1%
\$501 - \$750	72	5.8%	\$44,707	8.5%	46	3.9%	\$28,190	5.4%	-36.1%	-36.9%
\$751 - \$1,000	46	3.7%	\$39,889	7.6%	37	3.1%	\$31,682	6.0%	-19.6%	-20.6%
\$1,001 - \$1,500	43	3.5%	\$51,509	9.8%	44	3.7%	\$55,241	10.5%	2.3%	7.2%
\$1,501 - \$2,000	24	1.9%	\$41,807	8.0%	23	1.9%	\$40,087	7.6%	-4.2%	-4.1%
\$2,001 - \$2,500	22	1.8%	\$49,290	9.4%	21	1.8%	\$47,212	9.0%	-4.5%	-4.2%
\$2,501 - \$3,000	52	4.2%	\$147,598	28.1%	28	2.4%	\$79,973	15.2%	-46.2%	-45.8%
\$3,001 - \$4,000	17	1.4%	\$56,510	10.8%	35	2.9%	\$118,786	22.6%	105.9%	110.2%
\$4,001 - \$5,000					3	0.3%	\$13,961	2.7%	0.0%	0.0%
\$Greater than \$5,001	1	0.1%	\$7,646	1.5%	1	0.1%	\$5,666	1.1%	0.0%	-25.9%
Summary	1,241	100%	\$524,821	100%	1,187	100%	\$525,686	100%	-4.4%	0.2%

Out of Pocket Expense by Coverage Tier

Coverage Tier	Jan 2023 - Jun 2023										
	Allowed	Deductible	Deductible % of Allowed	Copayment	Copay % of Allowed	Coinsurance	Coins % of Allowed	Out of Pocket	OPX % of Allowed	Paid	
Employee Only	\$2,213,819	\$113,602	5.1%	\$42,656	1.9%	\$65,655	3.0%	\$221,912	10.0%	\$1,992,209	
Employee + One	\$233,358	\$17,144	7.3%	\$6,594	2.8%	\$13,227	5.7%	\$36,965	15.8%	\$195,645	
Employee + Dependent(s)	\$1,025,229	\$75,815	7.4%	\$43,749	4.3%	\$75,280	7.3%	\$194,843	19.0%	\$827,507	
Family	\$387,280	\$26,972	7.0%	\$20,593	5.3%	\$24,400	6.3%	\$71,965	18.6%	\$313,231	
Summary	\$3,859,686	\$233,533	6.1%	\$113,591	2.9%	\$178,562	4.6%	\$525,686	13.6%	\$3,328,592	

This is a claimant analysis, where only members who had a claim are included. The tables exclude all medical enrolled members that did not submit a claim.

This report is based on claim data and may not reflect client specific benefits being applied to member out of pocket. Please contact your Account Executive for ACCUMS reporting.

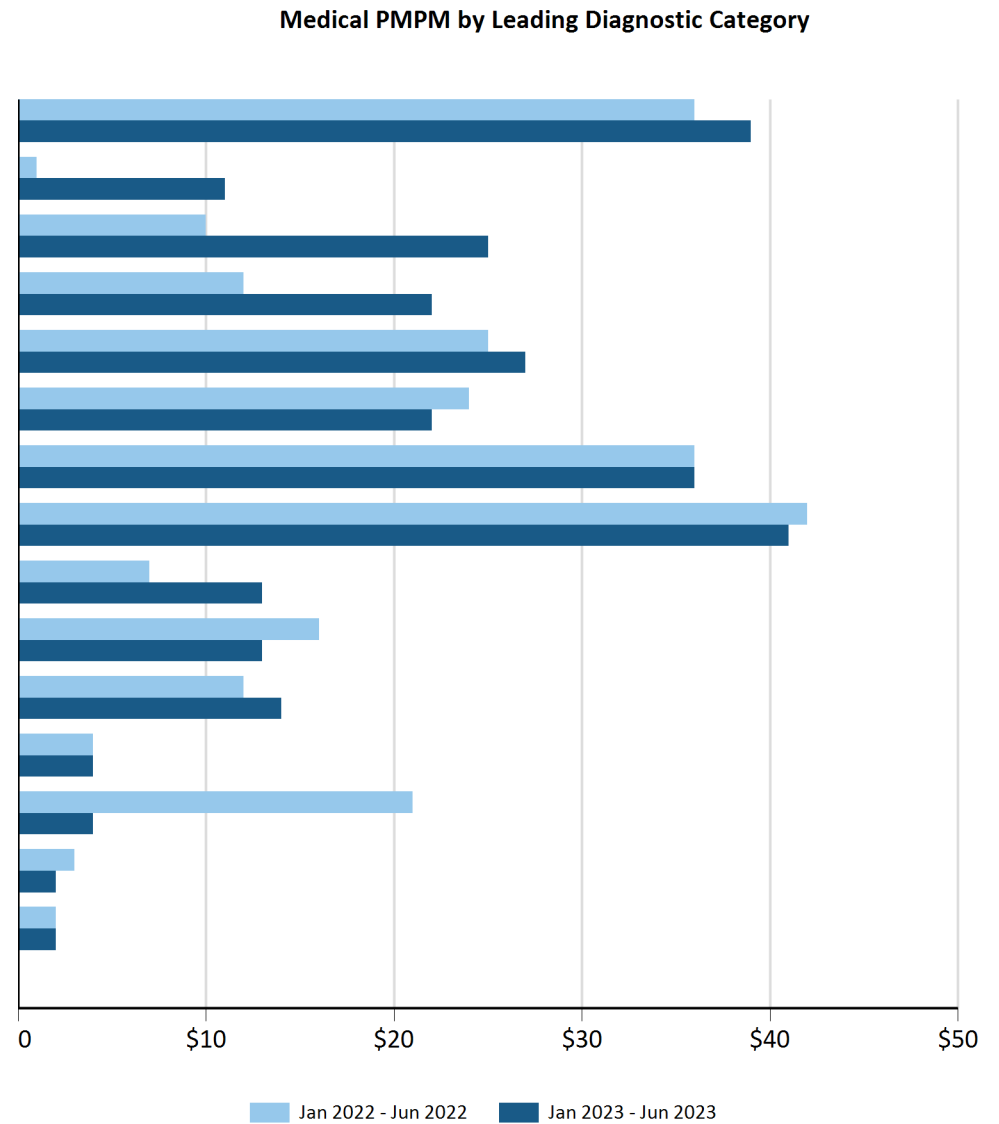
Financial Overview: Lag Report

Report Description: Displays, by paid month, the medical dollars paid and the corresponding month incurred for a 12 month rolling paid period (if available for your account). This report provides insight into the monthly claim lag and can help identify IBNR.

Incurred Month	Paid Month												Summary
	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Jun 2023	
All Prior	\$818	(\$43)	\$8,309	(\$246)	\$351	\$22	\$108	(\$934)	\$382	\$660	\$282	(\$115)	\$9,594
Jul 2021	\$521	(\$75)	\$205										\$650
Aug 2021	\$208		\$108		\$100				\$56				\$472
Sep 2021	\$1,408		\$54	(\$466)	\$264	\$39			\$758		\$224	\$3,224	\$5,506
Oct 2021	\$41	\$151	\$677	\$66	\$202				\$80,083				\$81,220
Nov 2021	\$80	\$239	\$27		\$141		(\$6,135)			\$101	\$664	\$2,078	(\$2,805)
Dec 2021	\$116	\$40	\$16	\$193	\$200	\$229				\$269	\$670	\$1,715	\$3,448
Jan 2022	\$292	\$54	\$147	\$196	\$223	\$166	\$2,172	\$473		\$80	\$101		\$3,904
Feb 2022	\$131	\$292	\$101	(\$11)	(\$1,310)	\$339		\$141					(\$317)
Mar 2022	\$4,644	\$54	\$738	\$151	\$242	\$5	\$246	\$183	\$906				\$7,169
Apr 2022	\$3,668	\$22,491	\$10,119	\$1,927	\$108	\$417	\$100	\$168	\$117	\$24		\$704	\$39,844
May 2022	\$37,547	\$1,880	\$19,420	\$1,277	\$546	\$58	\$172	\$118	\$1,976				\$62,994
Jun 2022	\$467,744	\$122,330	\$9,297	\$4,408	\$2,828	\$587	(\$8,659)	\$1,100	\$1,820	\$139	\$43		\$601,638
Jul 2022	\$246,146	\$259,541	\$201,920	\$6,754	\$11,110	\$1,856	(\$145)	\$1,124		\$769	\$1,019	(\$1,093)	\$729,000
Aug 2022		\$404,269	\$108,518	\$111,321	\$75,200	\$47,178	\$1,334	\$478		\$35	\$236	\$161	\$748,731
Sep 2022			\$217,225	\$170,093	\$10,086	\$2,261	\$2,126	\$3,417	\$478	\$6,220		(\$945)	\$410,961
Oct 2022				\$248,214	\$315,851	\$15,857	\$8,437	\$96,756	\$1,400	\$836		\$1,804	\$689,155
Nov 2022					\$335,469	\$385,140	\$104,685	\$3,642	\$2,058	\$578	\$2,345	\$1,494	\$835,410
Dec 2022						\$456,372	\$215,422	\$64,559	\$3,416	\$1,045	\$2,046	(\$587)	\$742,274
Jan 2023							\$246,516	\$269,295	\$7,442	\$2,766	\$1,644	\$535	\$528,197
Feb 2023								\$218,976	\$227,518	\$4,548	\$1,362	\$5,332	\$457,737
Mar 2023									\$327,233	\$143,840	\$12,943	\$7,836	\$491,853
Apr 2023										\$185,641	\$218,803	\$5,270	\$409,715
May 2023											\$316,484	\$115,276	\$431,760
Jun 2023												\$397,964	\$397,964
Summary	\$763,365	\$811,224	\$576,880	\$543,876	\$751,611	\$910,526	\$566,380	\$659,496	\$655,644	\$347,550	\$558,868	\$540,655	\$7,686,074

Report Description: Lists the top 15 overall paid expense across inpatient facility, outpatient facility, and professional settings by leading diagnostic categories for the current month, current period, prior period and percent change.

Paid Period	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Leading Diagnostic Category	Paid PMPM	Paid PMPM	Paid PMPM	Paid PMPM
Health Status	\$75	\$36	\$39	8.3%
Not Available	\$62	\$1	\$11	1,000.0%
Injury/Poisoning	\$59	\$10	\$25	150.0%
Genitourinary	\$36	\$12	\$22	83.3%
Musculoskeletal	\$32	\$25	\$27	8.0%
Symptoms/Ill-Defined	\$25	\$24	\$22	-8.3%
Digestive	\$21	\$36	\$36	0.0%
Circulatory	\$19	\$42	\$41	-2.4%
Endocrine	\$14	\$7	\$13	85.7%
Mental Health	\$14	\$16	\$13	-18.8%
Respiratory	\$13	\$12	\$14	16.7%
Eye	\$5	\$4	\$4	0.0%
Nervous	\$4	\$21	\$4	-81.0%
Blood	\$3	\$3	\$2	-33.3%
Skin	\$2	\$2	\$2	0.0%
All Other Values	(\$4)	\$226	\$112	-50.4%
Summary	\$382	\$477	\$385	-19.3%



Key Findings: The top three Leading Diagnostic Categories in the current reporting month based on Paid PMPM were **Health Status, N/A, and Injury/Poisoning**.

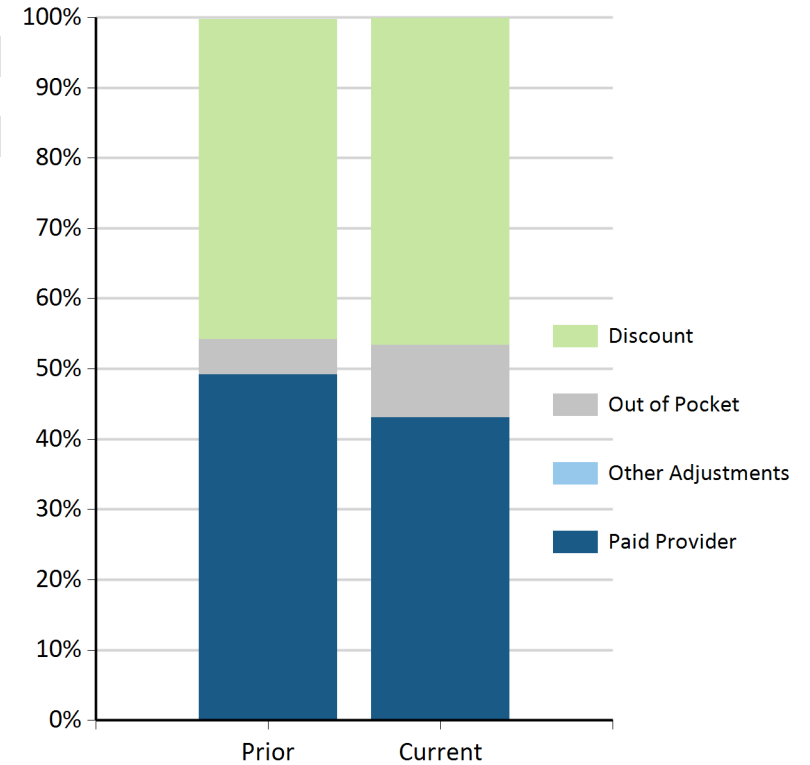
Report Description:

This report provides an overview of pharmacy order of reduction from billed to paid for the current month, current period, prior period, and percent change.

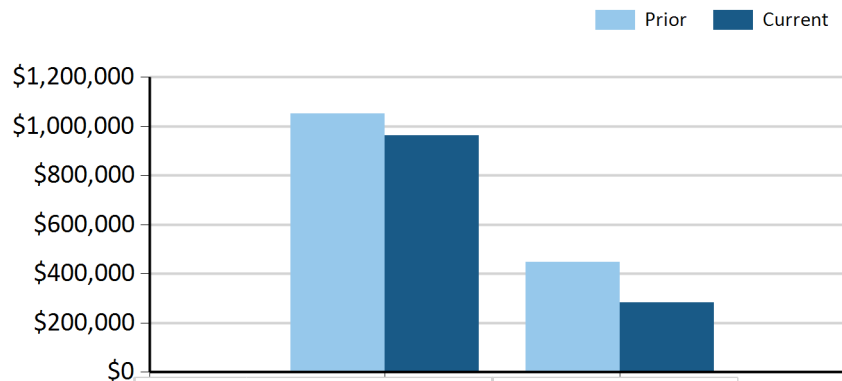
Pharmacy Order of Reduction

	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Billed	\$462,843	\$2,125,995	\$2,228,170	4.8%
Covered	\$462,843	\$2,125,995	\$2,228,170	4.8%
Discount	\$199,567	\$972,925	\$1,039,041	6.8%
Allowed	\$263,276	\$1,153,071	\$1,189,129	3.1%
Out of Pocket	\$34,841	\$107,550	\$229,539	113.4%
Other Adjustments	(\$313)	(\$5,745)	(\$1,703)	70.4%
Paid - Provider	\$228,748	\$1,051,266	\$961,293	-8.6%
Paid	\$228,748	\$1,051,266	\$961,293	-8.6%

Breakdown of Billed Amount



Total Pharmacy Paid vs. Specialty Paid



	Total Paid	Specialty Paid
Prior	\$1,051,266	\$448,758
Current	\$961,293	\$283,671

43

Report Description: This report provides an overview of the prescription expenses for the current month. Prescription expenses and percent changes between the current and prior reporting periods are provided as well.

Key Indicators Summary

Key Indicators Summary	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Unique Pharmacy Members	1,412	1,534	1,476	-3.8%
Average Age (Years)	35.8	35.0	35.5	1.5%
Proportion of Males	38.5%	39.1%	38.5%	-1.7%
Proportion of Females	61.5%	60.9%	61.5%	1.1%
Member Months	1,412	8,829	8,618	-2.4%
Claimants	513	1,028	995	-3.2%
Prescriptions	2,151	11,016	11,311	2.7%
Prescriptions PMPM	1.52	1.25	1.31	5.2%
Paid	\$228,748	\$1,051,266	\$961,293	-8.6%
Paid PMPM	\$162.00	\$119.07	\$111.54	-6.3%
Allowed	\$263,276	\$1,153,071	\$1,189,129	3.1%
Allowed PMPM	\$186.46	\$130.60	\$137.98	5.7%
Avg. Ingredient Cost/Prescription	\$122.13	\$104.40	\$104.81	0.4%
Generic Dispensing Rate	87.4%	88.6%	87.8%	-1.0%
Formulary Compliance Rate	99.5%	99.6%	99.7%	0.0%
Generic Substitution Rate	99.3%	99.4%	99.3%	-0.1%
Out of Pocket Percent of Allowed	13.2%	9.3%	19.3%	107.0%
Retail as a Percent of Prescriptions	98.2%	98.5%	98.4%	-0.1%
Mail Order as a Percent of Prescriptions	1.8%	1.5%	1.6%	9.1%
Specialty Percent of Total Prescriptions	1.1%	0.5%	0.8%	47.0%
Specialty Percent of Total Paid	34.0%	42.7%	29.5%	-30.9%
Specialty Average Ingredient Cost/Prescription	\$3,688.44	\$7,948.25	\$4,255.08	-46.5%

Cost Sharing Distribution

Cost Sharing Distribution	Jun 2023		Jan 2022 - Jun 2022		Jan 2023 - Jun 2023		% Change	
	Retail	Mail	Retail	Mail	Retail	Mail	Retail	Mail
Member Out of Pocket	13.3%	7.2%	9.3%	8.2%	19.4%	9.2%	108.9%	11.8%
Plan Paid	86.7%	92.8%	90.7%	91.8%	80.6%	90.8%	-11.2%	-1.1%

Savings Summary

Savings Summary	Jun 2023			Jan 2022 - Jun 2022			Jan 2023 - Jun 2023			% Change		
	Retail	Mail	Summary	Retail	Mail	Summary	Retail	Mail	Summary	Retail	Mail	Summary
Discount	\$196,560	\$3,007	\$199,567	\$956,439	\$16,486	\$972,925	\$1,009,091	\$29,949	\$1,039,041	5.5%	81.7%	6.8%
% Discount	43.1%	42.2%	43.1%	45.8%	46.0%	45.8%	46.3%	63.4%	46.6%	1.1%	38.0%	1.9%

Pharmacy: Generic vs. Formulary Experience

Report Description: For the current period, the prescription drug expenses are displayed below for retail and mail order providers and broken out by drug type and formulary indicator.

Retail Prescriptions	Prescriptions	% of Total Prescriptions	Total Expense		Member Expense		Plan Expense	
			Allowed	Allowed / Prescription	Out of Pocket	Out of Pocket / Prescription	Paid	Paid/ Prescription
Generic	9,667	87%	\$209,227	\$21.64	\$79,949	\$8.27	\$129,278	\$13.37
Brand	1,458	13%	\$962,638	\$660.25	\$147,999	\$101.51	\$816,342	\$559.91
Summary	11,125	100%	\$1,171,865	\$105.34	\$227,948	\$20.49	\$945,620	\$85.00

Brand Type Breakdown

Single-Source Brand	1,211	11%	\$905,036	\$747.35	\$142,024	\$117.28	\$765,427	\$632.06
Multi-Source Brand	247	2%	\$57,602	\$233.20	\$5,975	\$24.19	\$50,914	\$206.13
Multi-Source Brand w/ DAW1	60	1%	\$7,936	\$132.26	\$1,913	\$31.88	\$6,023	\$100.38
Multi-Source Brand w/ DAW2	136	1%	\$33,908	\$249.33	\$2,699	\$19.84	\$30,505	\$224.30
Brand Formulary	1,449	13%	\$926,846	\$639.65	\$137,904	\$95.17	\$790,645	\$545.65
Brand Non-Formulary	9	0%	\$35,791	\$3,976.80	\$10,095	\$1,121.62	\$25,697	\$2,855.18

Mail Prescriptions	Prescriptions	% of Total Prescriptions	Total Expense		Member Expense		Plan Expense	
			Allowed	Allowed / Prescription	Out of Pocket	Out of Pocket / Prescription	Paid	Paid/ Prescription
Generic	151	81%	\$2,608	\$17.27	\$961	\$6.36	\$1,648	\$10.91
Brand	35	19%	\$14,656	\$418.74	\$630	\$18.00	\$14,026	\$400.74
Summary	186	100%	\$17,264	\$92.82	\$1,591	\$8.55	\$15,674	\$84.27

Single-Source Brand	23	12%	\$14,165	\$615.85	\$350	\$15.22	\$13,815	\$600.63
Multi-Source Brand	12	6%	\$492	\$40.96	\$280	\$23.33	\$212	\$17.63
Multi-Source Brand w/ DAW1	12	6%	\$492	\$40.96	\$280	\$23.33	\$212	\$17.63
Multi-Source Brand w/ DAW2								
Brand Formulary	35	19%	\$14,656	\$418.74	\$630	\$18.00	\$14,026	\$400.74
Brand Non-Formulary								

Total Prescriptions	Prescriptions	% of Total Prescriptions	Total Expense		Member Expense		Plan Expense	
			Allowed	Allowed / Prescription	Out of Pocket	Out of Pocket / Prescription	Paid	Paid/ Prescription
Generic	9,818	87%	\$211,835	\$21.58	\$80,910	\$8.24	\$130,926	\$13.34
Brand	1,493	13%	\$977,294	\$654.58	\$148,629	\$99.55	\$830,368	\$556.17
Summary	11,311	100%	\$1,189,129	\$105.13	\$229,539	\$20.29	\$961,293	\$84.99

Brand Type Breakdown

Single-Source Brand	1,234	11%	\$919,201	\$744.90	\$142,374	\$115.38	\$779,242	\$631.48
Multi-Source Brand	259	2%	\$58,093	\$224.30	\$6,255	\$24.15	\$51,126	\$197.40
Multi-Source Brand w/ DAW1	72	1%	\$8,427	\$117.05	\$2,193	\$30.46	\$6,234	\$86.59
Multi-Source Brand w/ DAW2	136	1%	\$33,908	\$249.33	\$2,699	\$19.84	\$30,505	\$224.30
Brand Formulary	1,484	13%	\$941,503	\$634.44	\$138,534	\$93.35	\$804,671	\$542.23
Brand Non-Formulary	9	0%	\$35,791	\$3,976.80	\$10,095	\$1,121.62	\$25,697	\$2,855.18

Pharmacy: Top Non-Specialty Therapeutic Drug Classes

Report Description: The top 25 therapeutic drug classes for the current period are displayed below ranked by ingredient cost.

Current/ Prior Rank	Plan Therapeutic Class	Prescriptions	Utilizing Members	Ingredient Cost	Avg. Ingredient Cost/ Prescription (Current)	Avg. Ingredient Cost/ Prescription (Prior)	% Formulary	% Generic	Rank by Volume	
1	1	Incretin Mimetic Agents (GLP-1 Receptor Agonists)	194	49	\$169,809	\$875.31	\$799.27	100.0%		18
2	2	Sodium-Glucose Co-Transporter 2 (SGLT2) Inhibitors	112	26	\$61,072	\$545.29	\$523.89	100.0%		24
3	3	Sympathomimetics	268	119	\$39,197	\$146.26	\$123.92	100.0%	67.9%	11
4		Anti-infective Agents - Misc.	28	19	\$30,174	\$1,077.64	\$9.21	100.0%	64.3%	83
5	6	Insulin	57	11	\$29,399	\$515.77	\$413.38	100.0%		50
6	5	Antidiabetic Combinations	64	11	\$27,261	\$425.95	\$394.54	100.0%		40
7	8	Combination Contraceptives - Oral	349	71	\$20,860	\$59.77	\$56.30	100.0%	76.8%	7
8		Migraine Products - Monoclonal Antibodies	24	7	\$20,441	\$851.70	\$755.99	100.0%		92
9	9	Glucocorticosteroids	365	263	\$16,749	\$45.89	\$52.33	100.0%	97.0%	6
10	15	Irritable Bowel Syndrome (IBS) Agents	25	7	\$12,217	\$488.69	\$461.00	100.0%		88
11		Amphetamines	57	16	\$11,283	\$197.94	\$111.66	89.5%	57.9%	48
12	7	Ophthalmic Immunomodulators	18	6	\$11,110	\$617.21	\$610.20	100.0%		104
13	13	Digestive Enzymes	7	1	\$11,095	\$1,585.02	\$1,872.32	100.0%		135
14	25	Antihyperlipidemics - Misc.	33	6	\$10,867	\$329.32	\$300.48	100.0%		76
15		Modified Cyclics	93	29	\$10,831	\$116.46	\$82.86	100.0%	77.4%	29
16	22	Direct Factor Xa Inhibitors	20	7	\$10,226	\$511.30	\$499.38	100.0%		101
17	11	Dipeptidyl Peptidase-4 (DPP-4) Inhibitors	19	8	\$10,067	\$529.87	\$498.87	100.0%		102
18	17	Thyroid Hormones	594	111	\$9,352	\$15.74	\$16.07	100.0%	76.6%	2
19		Stimulants - Misc.	60	17	\$8,926	\$148.77	\$118.83	98.3%	86.7%	45
20		Quinolinone Derivatives	44	14	\$8,383	\$190.52	\$19.32	100.0%	86.4%	58
21	14	Steroid Inhalants	41	26	\$7,663	\$186.90	\$251.60	100.0%	51.2%	64
22	12	Anticonvulsants - Misc.	182	52	\$7,139	\$39.22	\$61.00	100.0%	98.4%	19
23		Opioid Partial Agonists	14	2	\$6,657	\$475.53	\$475.10	50.0%	50.0%	113
24		Angiotensin II Receptor Antagonists	399	83	\$6,554	\$16.43	\$13.83	100.0%	100.0%	3
25		Viral Vaccines	84	68	\$6,550	\$77.98	\$27.98	100.0%		36
		All Other	8,074	926	\$255,687	\$31.67	\$32.44	99.8%	95.5%	
		Summary	11,225	992	\$819,570	\$73.01	\$63.60	99.7%	87.2%	

46

Pharmacy: Top Non-Specialty Prescription Drugs

Report Description: The top 25 prescription drugs for the current period are displayed below ranked by ingredient cost.

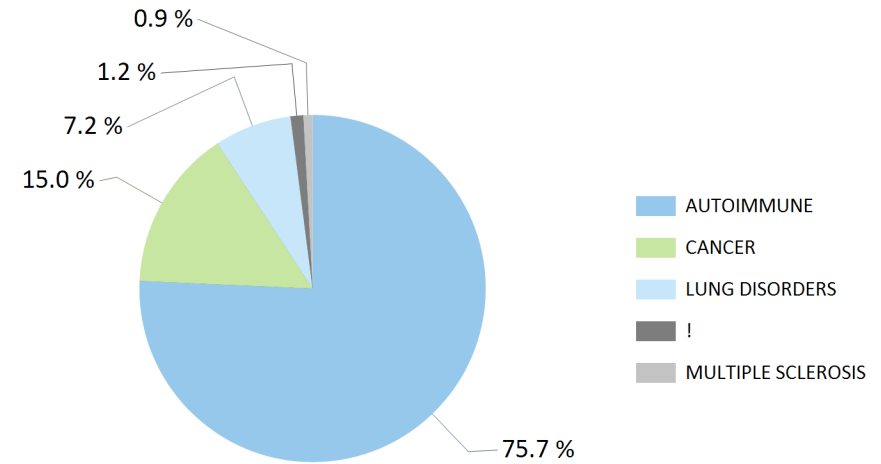
Current/ Prior Rank	Brand Name	Plan Therapeutic Class	Prescriptions	Utilizing Members	Ingredient Cost	Avg. Ingredient Cost/ Prescription (Current)	Avg. Ingredient Cost/ Prescription (Prior)	Formulary Indicator	Generic Indicator	Rank by Volume
1	5 OZEMPIC INJ 4MG/3ML	Incretin Mimetic Agents (GLP-1 Receptor	45	10	\$40,457	\$899.04	\$792.83	YES	NO	25
2	3 FARXIGA TAB 10MG	Sodium-Glucose Co-Transporter 2 (SGLT2	62	14	\$33,075	\$533.46	\$518.34	YES	NO	12
3	XIFAXAN TAB 550MG	Anti-infective Agents - Misc.	10	3	\$30,031	\$3,003.08		YES	NO	291
4	6 TRULICITY INJ 1.5/0.5	Incretin Mimetic Agents (GLP-1 Receptor	26	9	\$23,056	\$886.75	\$855.91	YES	NO	70
5	OZEMPIC INJ 8MG/3ML	Incretin Mimetic Agents (GLP-1 Receptor	18	6	\$16,287	\$904.84		YES	NO	122
6	RYBELSUS TAB 14MG	Incretin Mimetic Agents (GLP-1 Receptor	18	3	\$15,878	\$882.09		YES	NO	121
7	13 JARDIANCE TAB 25MG	Sodium-Glucose Co-Transporter 2 (SGLT2	27	5	\$15,119	\$559.96	\$538.45	YES	NO	62
8	8 RYBELSUS TAB 7MG	Incretin Mimetic Agents (GLP-1 Receptor	16	6	\$14,468	\$904.23	\$846.63	YES	NO	148
9	10 LO LOESTRIN TAB 1-10-10	Combination Contraceptives - Oral	81	18	\$13,085	\$161.54	\$154.41	YES	NO	4
10	97 VICTOZA INJ 18MG/3ML	Incretin Mimetic Agents (GLP-1 Receptor	14	3	\$12,850	\$917.83	\$335.35	YES	NO	191
11	19 NOVOLOG INJ FLEXPEN	Insulin	15	3	\$11,895	\$792.99	\$520.90	YES	NO	161
12	9 JANUVIA TAB 100MG	Dipeptidyl Peptidase-4 (DPP-4) Inhibitors	22	7	\$11,546	\$524.80	\$498.87	YES	NO	89
13	11 CREON CAP 36000UNT	Digestive Enzymes	7	1	\$11,095	\$1,585.02	\$1,872.32	YES	NO	392
14	34 VASCEPA CAP 1GM	Antihyperlipidemics - Misc.	33	6	\$10,867	\$329.32	\$311.24	YES	NO	43
15	26 SEMGLEE INJ 100U/ML	Insulin	25	5	\$10,644	\$425.74	\$343.10	YES	NO	75
16	27 TRELEGY AER ELLIPTA	Sympathomimetics	16	4	\$9,803	\$612.69	\$595.74	YES	NO	149
17	MOUNJARO INJ 5MG/0.5	Incretin Mimetic Agents (GLP-1 Receptor	9	6	\$8,948	\$994.19		YES	NO	297
18	29 TRULICITY INJ 3/0.5	Incretin Mimetic Agents (GLP-1 Receptor	10	3	\$8,819	\$881.92	\$837.80	YES	NO	273
19	25 JARDIANCE TAB 10MG	Sodium-Glucose Co-Transporter 2 (SGLT2	15	4	\$8,570	\$571.33	\$535.08	YES	NO	166
20	RAYOS TAB 2MG	Glucocorticosteroids	3	1	\$8,119	\$2,706.31		YES	NO	1077
21	18 LINZESS CAP 145MCG	Irritable Bowel Syndrome (IBS) Agents	16	5	\$7,730	\$483.14	\$463.05	YES	NO	150
22	TRELEGY AER ELLIPTA	Sympathomimetics	12	5	\$7,352	\$612.67	\$608.14	YES	NO	221
23	42 XIGDUO XR TAB 5-1000MG	Antidiabetic Combinations	15	3	\$6,463	\$430.89	\$344.12	YES	NO	163
24	OZEMPIC INJ 2MG/3ML	Incretin Mimetic Agents (GLP-1 Receptor	7	5	\$6,418	\$916.86		YES	NO	395
25	39 JANUMET TAB 50-1000	Antidiabetic Combinations	12	2	\$6,217	\$518.09	\$495.40	YES	NO	216
	All Other		10,691	991	\$470,781	\$44.04	\$48.60			
	Summary		11,225	992	\$819,570	\$73.01	\$63.60			

Report Description: Specialty drugs generally have unique uses, require special dosing or administration, are typically prescribed by a specialist provider and are significantly more expensive than alternative drugs or therapies. This report provides specialty drug analysis for the current month, current period, prior period and percent change.

Specialty Drug Key Indicators

	Jun 2023	Jan 2022 - Jun 2022	Jan 2023 - Jun 2023	% Change
Unique Pharmacy Members	1,412	1,534	1,476	-3.8%
Member Months	1,412	8,829	8,618	-2.4%
Claimants	14	15	21	40.0%
Percent of Utilizing Members	1.0%	1.0%	1.4%	45.5%
Prescriptions	23	57	86	50.9%
Specialty Percent of Total Paid	34.0%	42.7%	29.5%	-30.9%
Percent of Total Prescriptions Paid	1.1%	0.5%	0.8%	47.0%
Paid	\$77,837	\$448,758	\$283,671	-36.8%
Paid PMPM	\$55.13	\$50.83	\$32.92	-35.2%
Average Ingredient Cost/Prescription	\$3,688	\$7,948	\$4,255	-46.5%
Out of Pocket	\$7,009	\$4,320	\$82,298	1,805.1%
Out of Pocket PMPM	\$4.96	\$0.49	\$9.55	1,851.7%
Out of Pocket Percent of Allowed	8.3%	1.0%	22.5%	2,258.5%

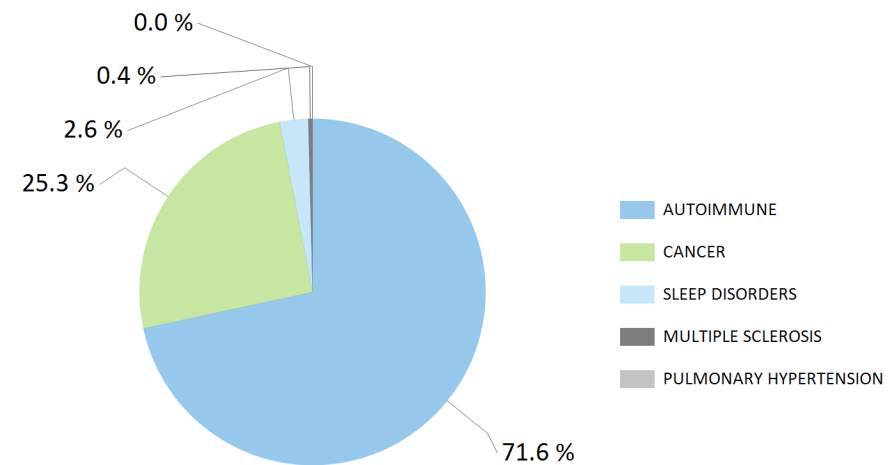
Top Specialty Classes by Ingredient Cost for the Current Period



Top 15 Specialty Drugs by Ingredient Cost for the Current Period

Brand Name	Specialty Class	Ingredient Cost	Prescriptions	Avg. Ingredient Cost/Prescription	Specialty Claimants
RINVOQ TAB 15MG ER	AUTOIMMUNE	\$51,269	8	\$6,408.56	2
ENBREL SRCLK INJ 50MG/ML	AUTOIMMUNE	\$45,535	6	\$7,589.16	1
XELJANZ TAB 5MG	AUTOIMMUNE	\$41,272	7	\$5,895.94	1
SKYRIZI INJ 150MG/ML	AUTOIMMUNE	\$40,377	2	\$20,188.51	1
KISQALI TAB 600DOSE	CANCER	\$34,290	2	\$17,144.98	1
TALTZ INJ 80MG/ML	AUTOIMMUNE	\$33,733	5	\$6,746.58	1
HUMIRA PEN INJ 40/0.4ML	AUTOIMMUNE	\$27,595	4	\$6,898.77	2
NUCALA INJ 100MG/ML	LUNG DISORDERS	\$26,243	7	\$3,749.02	1
HUMIRA PEN INJ 40MG/0.8	AUTOIMMUNE	\$20,864	3	\$6,954.74	1
IBRANCE TAB 125MG	CANCER	\$16,501	1	\$16,501.07	1
ENBREL INJ 50MG/ML	AUTOIMMUNE	\$14,110	2	\$7,054.98	1
REPATHA SURE INJ 140MG/ML	!	\$4,255	8	\$531.93	2
DIMETHYL FUM CAP 240MG DR	MULTIPLE SCLEROSIS	\$3,155	8	\$394.33	1
TOBRAMYCIN NEB 300/5ML	CYSTIC FIBROSIS	\$2,741	1	\$2,741.20	1
TEMOZOLOMIDE CAP 100MG	CANCER	\$1,749	3	\$582.95	1
All Other		\$2,248	19	\$118.34	5
Summary		\$365,937	86	\$4,255.08	4821

Top Specialty Classes by Ingredient Cost for the Prior Period



Complications of Pregnancy, Childbirth and the Puerperium: Includes vaginal and cesarean deliveries and complications of pregnancy, such as ectopic and molar pregnancies. Puerperium refers to 42 days following childbirth and expulsion of the placenta. Refers to the mother only.

Conditions Influencing Health Status: This includes post-surgical states, organ / tissue transplants, artificial limbs and replacements. Examples include knee replacements and kidney transplant status.

Conditions in the Perinatal Period: Perinatal refers to the period beginning after the 28th week of gestation and ending 28 days after birth. Problems can include hemorrhage, digestive disorders, respiratory distress syndrome and disorders relating to short gestation and unspecified low birth weight.

Congenital Anomalies: Includes the treatment of any condition present at birth. This includes Spina Bifida, cleft palate, Down's Syndrome, heart disease, kidney displacement & polycystic kidney disease.

Diseases of the Blood and Blood Forming Organs: Includes any problems associated with white or red blood cells, platelets or plasma. An example includes Anemia, a deficiency in red blood cells.

Diseases of the Circulatory System: Includes problems with the heart, blood vessels and circulation. Some common diagnoses include Coronary Artery Disease, cardiovascular disease, and stroke.

Diseases of the Digestive System: Includes the treatment of any organ or area of the body pertaining to digestion. These areas include the mouth/teeth, esophagus, stomach, intestines, gall bladder, liver and pancreas. Diagnoses include: Esophageal Reflux, Gastroenteritis, Appendicitis and hernias.

Diseases of the Genitourinary System: Includes problems related to the kidneys, bladder and male and female genitalia. Common diagnoses include Hematuria, Urinary Tract Infection, Acute or Chronic Renal Failure and Calculus of Kidney (stones).

Diseases of the Nervous System: Includes treatment for disorders of the Central and Peripheral Nervous systems. Diagnoses include: Carpal Tunnel Syndrome, Obstructive Sleep Apnea, Epilepsy, Multiple Sclerosis, Alzheimer's Disease and Migraine headaches.

Diseases of the Respiratory System: Includes treatment for diagnoses such as Asthma, Pneumonia, Emphysema, Pharyngitis, Sinusitis, Bronchitis and COPD. These can be acute or chronic in nature.

Diseases of the Skin and Subcutaneous Tissue: This involves any condition relating to the skin or beneath the skin, including hair and nails. Some conditions include Acne, Corns, Cellulitis, Psoriasis, Dermatitis and fungal infections.

Ears and Mastoid: Includes any condition pertaining to the ear or the mastoid process. The mastoid process is the portion of the temporal bone extending down behind the ear. Diagnoses include Otitis Media, Tinnitus, Menieres Disease, Hearing Loss and Labyrinthitis.

Endocrine, Nutritional and Metabolic Diseases: Endocrine disorders include those of the endocrine glands and includes the thyroid, pituitary, pancreas, ovaries and testes. Disorders include Diabetes, thyroid disease, Obesity, Hyperlipidemia, Cystic Fibrosis and any disease affecting the immune system.

Health Services: This includes elective surgeries, other procedures & aftercare, rehabilitation and dialysis. Specific examples include: long-term medication use, Physical Therapy and chemotherapy.

Health Services: Reproduction and Development: Include services pertaining to the child only. For example, normal pregnancy, post-partum care and exam or health supervision of an infant or child.

Infectious and Parasitic Diseases: Includes diseases caused by microbes outside of the body that infect and cause damage within the body. These diseases are recognized as communicable or transmissible. Diagnoses include HIV, Hepatitis, Colitis & intestinal disruptions such as food poisoning.

Injury and Poisoning: Includes treatment for injuries to the body or for any poison ingested. Diagnoses include sprains & strains, fractures, burns and lead poisoning. Patients are most commonly seen in the emergency room for acute conditions.

Mental Health: Refers to a group of disorders causing severe disturbances in thinking, feeling or relating. Includes treatment of any condition that affects mood or behavior. The most common diagnoses include anxiety disorders, depressive disorders and schizophrenia.

Musculoskeletal and Connective Tissue Disease: Includes orthopedic treatment, which would involve anything related to the bones, muscles, joints and soft tissue. Diagnoses: Arthritis, Tendonitis, back disorders, disc disorders, rheumatism, and scoliosis. These diagnoses are more chronic in nature.

Neoplasms: Includes any abnormal growth of cells, either benign or malignant (cancer). Though these can be found at any spot of the body, some of the most common forms include neoplasms of the breast, prostate, stomach and brain. Other examples include Leukemia and Hodgkin's Disease.

Other Circumstances: This includes convalescent care and follow-ups to surgeries and examinations.

Potential Health Hazards: Personal or family history of diseases or disorders; e.g., breast cancer.

Procreative and Contraceptive Management: This includes artificial insemination, fertility testing, genetic counseling, family planning, sterilizations and contraceptive management.

Signs, Symptoms and Ill-Defined Conditions: Includes signs, symptoms, abnormal lab results and ill-defined conditions for which no known cause can be found. For example, a patient may experience chest pain, but no known cause is found.

Substance Abuse: Includes behavior marked by the use of chemically active agents, such as prescription or illicit drugs, alcohol or tobacco. Cognitive, behavioral and physiological symptoms indicate that the person continues use of the substance.

Without Reported Diagnosis: This includes general medical examinations, gynecological exams, mammogram screenings, preventive services, physicals and special screenings for neoplasms.

Admin Fees: The charge to an account for HCSC's operational cost of doing business.

Administrative Services Only (ASO): A contract between HCSC and a self-funded plan where HCSC performs administrative services only and does not assume any financial risk. Services usually include claims processing but may include other services such as actuarial analysis and utilization review.

Aggregate: Constituting or amounting to a whole. For example, an aggregate account report includes data for the entire account.

Aggregate Stop Loss: A form of reinsurance that provides protection for medical expenses above a certain limit, generally on a year-by-year basis. Aggregate stop loss provides protection against the accumulation of total claims for a group as a whole exceeding a stated level.

Allowed: Amount considered eligible for payment by the plan

ASO Adjustments: An amount added or deducted from ASO (Administrative Services Only) fees. This includes Stop Loss Reimbursements.

Average Age: The difference between the claimant's year of enrollment and year of birth. Calculated using the measure Average Age divided by the members represented in the report.

Average Contract Size: The average number of members per subscriber. It is calculated as: Medical Members / Medical Subscribers

Average Dependents: Calculated using the measure Member Months (filtered on the Relationship = Dependents) divided by the number of months in the report.

Average Ingredient Cost: Represents the cost of the medication and is determined from the lowest submission of the pharmacy network rate, Usual & Customary amount, or Maximum Allowable Cost (MAC)

Average Members: Calculated using the measure Member Months divided by the number of months included in the report.

Average Subscribers: Calculated using the measure Subscriber Months divided by the number of months included in the report.

Billed: Amount submitted for payment by the provider

Billing and Accounts Receivable System (BARS): An HCSC financial system where all Administrative Services Only (ASO) customer bills are generated.

Blue Card Access Fee: Interplan Teleprocessing Services fee charged on out-of-state claims for accessing the local plan's provider network

Brand Formulary: Brand name medications that are listed on the formulary

Brand Non-Formulary: Brand name medications that are not listed on the formulary

Claimants: Number of individual members submitting a claim

Claim Lag: The amount of time between the date a claim is incurred and the date the claim payment is made.

COB: Portion of amount considered eligible for payment that has been paid by another insurance company (Coordination of Benefits)

COB Medicare: Portion of amount considered eligible for payment that has been paid by Medicare

COBRA Members: Consolidated Omnibus Budget Reconciliation Act - A federal law which requires most employers sponsoring group health plans to offer employees and their families the opportunity for a temporary extension of health coverage (called continuation coverage) when coverage under the plan would otherwise end.

Coinsurance: Portion of covered amount member is responsible to pay for the claim

Co-payment: Flat rate that the member is responsible to pay for the claim

Coverage Tier: Eligibility tiers which stratify enrollment data based on the employee and others enrolled under the employee's coverage. Varying benefits can be assigned to tiers.

Covered Amount: Amount eligible for payment based on the terms of the medical/dental benefits agreement.

DAW/1: Indicates that the physician has specified 'do not substitute' on the prescription.

DAW2: Indicates that the Physician has allowed a substitution, but the patient requested brand to be dispensed

Deductible: Portion of annual deductible amount member is responsible to pay applied to the claim.

Dental Loss Ratio: Calculated as the Dental Paid Claims Amount divided by the Billed Dental Premium Amount.

Dental Paid Claims: An amount paid to cover the Health Plan's liability for dental services provided to members for claims that have been processed and approved for payment.

Discount: Amount of reduction from billed amount that has been negotiated with the provider

Discount %: For medical claims, the discount percent is calculated as $\text{Discount} / \text{Covered}$

Dispensing Rate: The proportion of total drugs claims a certain drug or drug type is being dispensed

Drug Type: An indicator on each Rx claim that tells whether a prescription is single source brand, multi-source brand or generic item.

Effective Discount %: The effective discount percentage is calculated as: $\text{Discount} / (\text{Discount} + \text{Paid})$

Fees and Credits: Includes all account-specific member and account level fees. Can include Specific Stop Loss, Aggregate Stop Loss, Administration, Access Fees, ASO Adjustments (either debits or credits), Rx Credits and other miscellaneous fees.

Females (20-44 years): The total number of members who are women between the ages of 20 and 44 years. The proportion of females (20-44 years) is calculated as: $\text{Member Months for Women between 20-44 years} / \text{Member Months}$

Formulary Compliance Rate: The percentage of drugs dispensed that were included in the formulary

Generic Dispensing Rate: Proportion of potential generic prescriptions that were filled as generic (excludes COVID claims).

Generic Drugs: A medication for which the patent has expired, allowing any manufacturer to produce and distribute the product under the chemical name.

Generic Substitution Rate: The rate in which generics were dispensed when a generic was available (excludes COVID claims).

Group Liability: Total Claim Expense plus Fees and Credits

HCC: High Cost Claimant, a claimant with total paid amount over a specified threshold (e.g., \$30,000 or \$50,000) within the reporting period

IBNR: An acronym for 'incurred but not reported'. IBNR claims are that group which are incurred before the fund reserving date, but not reported until after that date.

Ingredient Cost: The cost of the drug including sales tax, excluding dispensing fees.

In-Network Paid %: Percent of total paid expenses for in-network claims. It is calculated as: In-Network Paid / Paid

Inpatient Facility: Refers to Facility Inpatient claims

International Classification of Diseases (ICD): An official list of categories of diseases, physical and mental, issued by the World Health Organization (WHO).

Leading ICD Diagnostic Category: For each patient, summarize total paid amount for each diagnosis and its corresponding MDC. The MDC with the greatest paid amount for the patient becomes the Leading ICD Diagnostic Category for the reporting period

MAC Program Savings: Savings achieved by using the MAC (maximum allowable cost) discount on generic medications

Medical Paid Claims: An amount paid to cover the Health Plan's liability for medical (healthcare) services provided to members for claims that have been processed and approved for payment

Medical/Pharmacy Loss Ratio: Calculated as the combined Medical and Pharmacy Paid Claims Amount divided by the total Billed Premium Amount for Medical and Pharmacy, where appropriate

Member Months: Count of months of eligibility for members

Multi-Source Brand: Brand name medications with a generic equivalent

Network Indicator: An indicator that shows whether the claim was processed as in-network (e.g., in the Preferred Provider Organization network) or out-of-network and paid accordingly

Network Savings Discount: The discount that is applied when a member receives services from a contract provider.

Not Covered: Amount considered not eligible for payment by the plan (excludes the discount amount)

Other Adjustments: Minor payments or credits not captured in other specific expense measures

Other Payments: Combination of Blue Card access fees and surcharge expenses

Other Reductions: Combination of maximum reductions, penalties, workers compensation savings, and subrogation savings

Out of Pocket: Total amount that is the responsibility of the claimant. It is calculated as: (Copay + Deductible + Coinsurance)

Outpatient Facility: Refers to Facility Outpatient claims

Paid: Total amount paid by the plan, including access fees, adjustments, and surcharges

Paid-Provider: Amount paid to the provider by the plan

Paid/Claimant: Amount paid to the provider by the plan per claimant. It is calculated as: Paid / Claimants

Paid/Service: Amount paid to the provider by the plan per admission (inpatient facility), per visit (outpatient facility and professional) or per script (prescription Rx). It is calculated as: Paid / Services

Paid PEPM: Amount paid to the provider by the plan per employee per month. It is calculated as: Paid / Subscriber Member Months

Paid PMPM: Amount paid to the provider by the plan per member per month. It is calculated as: Paid / Member Months

Penalty: Amount charged to the user of health care services for a non-approved contractual service

PEPM: Per employee per month

Pharmacy Discount %: For pharmacy claims, the discount percent is calculated as $\text{Discount} / (\text{Discount} + \text{Allowed})$

Pharmacy Paid Claims: An amount paid to pharmacies (or members where applicable) to cover the Health Plan's liability for pharmacy services provided to members for claims that have been processed and approved for payment. The calculation of "pharmacy paid claims" does not include pharmaceutical manufacturer rebates

Pharmacy Tier: An indicator on each Rx claim that tells whether a prescription is generic, preferred brand, non-preferred brand, specialty, or other

Plan Eligibility: Eligibility derived directly from the plan's enrollment system. It excludes eligibility created during data processing for claims without matching records in the enrollment system.

PMPM: Per member per month

Premium: An agreed upon fee paid to the Health Plan for coverage of medical and/or dental benefits for an established benefit period and set intervals

Professional: Services provided by physicians or other professional providers.

Recoveries: Subrogation and/or Reimbursements for claims that are included in BARS but not in HCSC's data warehouse (since some of the reimbursements could be for members or claims that are no longer in our data warehouse). Recoveries are loaded from the BARS System and included in Blue Insight for reconciliation purposes.

Rx Credit Fees: Drug rebates that are credited back to the account.

Rx Paid PEPM: Prescription drug paid amount per employee per month

Rx Paid PMPM: Prescription drug paid amount per member per month

Service Category: A classification based on claim type

Service Type: Classification based on principal diagnosis or ICD Procedure Code

Services: Number of admissions (inpatient facility), number of visits (outpatient facility), number of claim lines (professional), or number of scripts (prescription Rx)

Services/1000: Number of services per 1,000 members. It is calculated as: $(\text{Services} / \text{Member Months}) * 1000 * 12$

Single Source Brand: Brand name medications with no generic equivalent

Specialty Drugs: Medications that generally have unique uses, require special dosing or administration, are typically prescribed by a specialist provider and are significantly more costly than alternative drugs or therapies.

Specific Stop Loss: A form of reinsurance that provides protection for medical expenses above a certain limit, generally on a year-by-year basis. Specific (or individual) stop loss limits the cost of eligible medical expenses for each covered individual.

Subrogation Savings: Portion of amount eligible for payment originally paid by the plan but that has since been recovered through a legal action

Surcharge: Amount charged as a tax by certain States on facility claims

Therapeutic Drug Class: Used to categorize or group prescription drugs which are considered similar by the disease they treat or by the effect they have on the body

Total Paid: The total amount of medical and pharmacy dollars paid to cover healthcare services provided to members for claims that have been processed and approved for payment

Total Paid Claims + Recoveries: The total amount paid by the plan plus any amount recovered through subrogation.

Workers Compensation Savings: Portion of amount eligible for payment that has been paid a third party Workers Compensation carrier

CISD		
CISD Current Contribution Up To:		\$ 623.00
Contribution and Deduction Summary		
	Enrollment	PY23 Deduction
CISD CDHP		
Employee Only	156	\$0.00
Employee & Spouse	6	\$408.00
Employee & Children	18	\$279.00
Employee & Family	5	\$638.00
CISD BASIC		
Employee Only	131	\$100.00
Employee & Spouse	15	\$459.00
Employee & Children	43	\$329.00
Employee & Family	18	\$688.00
CISD STANDARD		
Employee Only	245	\$138.00
Employee & Spouse	18	\$525.00
Employee & Children	128	\$385.00
Employee & Family	41	\$772.00
Enrollment Totals		
Current CDHP Employees	185	
Current BASIC Employees	207	
Current STANDARD Employees	432	
Total Employees	824	
Financial Summary		
Total Annual Contributions		
Total District Contribution		\$6,160,224.00
Total Employee Contributions		\$2,176,416.00

CISD Current Contribution Up To	
Contribution and Deduction Summary	
TRS HD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary v. BASIC	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary + v. STANDARD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
Enrollment Totals	
Current TRS HD	
Current TRS Primary	
Current TRS Primary+	
Total Employees	
Financial Summary	
Total Annual Contributions	
Total District Contribution	
Total Employee Contributions	

HSA ER Contribution \$600.00 \$111,000.00
HRA Subsidy to OOP Max Funds Available and other expenses
OON Max persons that can be made whole

TRs Active Care				
To:				\$ 623.00
Summary				
Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions
156	\$403.00	\$403.00	\$0.00	\$0.00
6	\$681.00	\$1,089.00	\$408.00	\$0.00
18	\$407.00	\$686.00	\$279.00	\$0.00
5	\$733.00	\$1,371.00	\$638.00	\$0.00
131	\$288.00	\$388.00	\$100.00	\$0.00
15	\$589.00	\$1,048.00	\$459.00	\$0.00
43	\$331.00	\$660.00	\$329.00	\$0.00
18	\$632.00	\$1,320.00	\$688.00	\$0.00
245	\$317.00	\$455.00	\$138.00	\$0.00
18	\$658.00	\$1,183.00	\$525.00	\$0.00
128	\$389.00	\$774.00	\$385.00	\$0.00
41	\$730.00	\$1,502.00	\$772.00	\$0.00
185				
207				
432				
824				
PY 23/24				Change compared to Current
		\$3,832,176.00		-\$2,328,048.00
		\$2,176,416.00		\$0.00

\$1,200.00 \$222,000.00
 \$2,106,048.00
 527.00

CISD		
CISD Current Contribution Up To:		\$ 623.00
Contribution and Deduction Summary		
	Enrollment	PY23 Deduction
CISD CDHP		
Employee Only	156	\$0.00
Employee & Spouse	6	\$408.00
Employee & Children	18	\$279.00
Employee & Family	5	\$638.00
CISD BASIC		
Employee Only	131	\$100.00
Employee & Spouse	15	\$459.00
Employee & Children	43	\$329.00
Employee & Family	18	\$688.00
CISD STANDARD		
Employee Only	245	\$138.00
Employee & Spouse	18	\$525.00
Employee & Children	128	\$385.00
Employee & Family	41	\$772.00
Enrollment Totals		
Current CDHP Employees	185	
Current BASIC Employees	207	
Current STANDARD Employees	432	
Total Employees	824	
Financial Summary		
Total Annual Contributions		
Total District Contribution		\$6,160,224.00
Total Employee Contributions		\$2,176,416.00

CISD Current Contribution Up To	
Contribution and Deduction Su	
TRS HD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary v. BASIC	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary + v. STANDARD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
Enrollment Totals	
Current TRS HD	
Current TRS Primary	
Current TRS Primary+	
Total Employees	
Financial Summary	
Total Annual Contributions	
Total District Contribution	
Total Employee Contributions	

HSA ER Contribution \$600.00 \$111,000.00
HRA Subsidy to OOP Max Funds Available and other expenses
OON Max persons that can be made whole

TRs Active Care				
To:				\$ 623.00
Summary				
Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions
156	\$403.00	\$403.00	\$0.00	\$0.00
6	\$803.00	\$1,089.00	\$286.00	-\$122.00
18	\$491.00	\$686.00	\$195.00	-\$84.00
5	\$924.00	\$1,371.00	\$447.00	-\$191.00
131	\$318.00	\$388.00	\$70.00	-\$30.00
15	\$727.00	\$1,048.00	\$321.00	-\$138.00
43	\$430.00	\$660.00	\$230.00	-\$99.00
18	\$838.00	\$1,320.00	\$482.00	-\$206.00
245	\$358.00	\$455.00	\$97.00	-\$41.00
18	\$816.00	\$1,183.00	\$367.00	-\$158.00
128	\$505.00	\$774.00	\$269.00	-\$116.00
41	\$962.00	\$1,502.00	\$540.00	-\$232.00
185				
207				
432				
824				
PY 23/24				Change compared to Current
		\$4,485,132.00		-\$1,675,092.00
		\$1,523,460.00		-\$652,956.00

Annualized Deduction Reduction

\$0.00
 -\$1,464.00
 -\$1,008.00
 -\$2,292.00
 -\$360.00
 -\$1,656.00
 -\$1,188.00
 -\$2,472.00
 -\$492.00
 -\$1,896.00
 -\$1,392.00
 -\$2,784.00

\$1,200.00 \$222,000.00
 \$1,453,092.00
 363.00

30%

CISD		
CISD Current Contribution Up To:		\$ 623.00
Contribution and Deduction Summary		
	Enrollment	PY23 Deduction
CISD CDHP		
Employee Only	156	\$0.00
Employee & Spouse	6	\$408.00
Employee & Children	18	\$279.00
Employee & Family	5	\$638.00
CISD BASIC		
Employee Only	131	\$100.00
Employee & Spouse	15	\$459.00
Employee & Children	43	\$329.00
Employee & Family	18	\$688.00
CISD STANDARD		
Employee Only	245	\$138.00
Employee & Spouse	18	\$525.00
Employee & Children	128	\$385.00
Employee & Family	41	\$772.00
Enrollment Totals		
Current CDHP Employees	185	
Current BASIC Employees	207	
Current STANDARD Employees	432	
Total Employees	824	
Financial Summary		
Total Annual Contributions		
Total District Contribution		\$6,160,224.00
Total Employee Contributions		\$2,176,416.00

CISD Current Contribution Up To	
Contribution and Deduction Su	
TRS HD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary v. BASIC	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
TRS Primary + v. STANDARD	
Employee Only	
Employee & Spouse	
Employee & Children	
Employee & Family	
Enrollment Totals	
Current TRS HD	
Current TRS Primary	
Current TRS Primary+	
Total Employees	
Financial Summary	
Total Annual Contributions	
Total District Contribution	
Total Employee Contributions	

HSA ER Contribution \$600.00 \$111,000.00
HRA Subsidy to OOP Max Funds Available and other expenses
OON Max persons that can be made whole

TRs Active Care				
To:				\$ 623.00
Summary				
Enrollment	District Contribution	PY23-24 Total Rate	PY23-24 Deduction	Change to Current Deductions
	\$403.00	\$403.00	\$0.00	\$0.00
	\$844.00	\$1,089.00	\$245.00	-\$163.00
	\$519.00	\$686.00	\$167.00	-\$112.00
	\$988.00	\$1,371.00	\$383.00	-\$255.00
	\$328.00	\$388.00	\$60.00	-\$40.00
	\$773.00	\$1,048.00	\$275.00	-\$184.00
	\$463.00	\$660.00	\$197.00	-\$132.00
	\$907.00	\$1,320.00	\$413.00	-\$275.00
532	\$372.00	\$455.00	\$83.00	-\$55.00
39	\$868.00	\$1,183.00	\$315.00	-\$210.00
189	\$543.00	\$774.00	\$231.00	-\$154.00
64	\$1,039.00	\$1,502.00	\$463.00	-\$309.00
-				
-				
824				
824				
PY 23/24				Change compared to Current
		\$4,810,548.00		-\$1,349,676.00
		\$1,556,784.00		-\$619,632.00

Annualized Deduction Reduction

\$0.00
-\$1,956.00
-\$1,344.00
-\$3,060.00
-\$480.00
-\$2,208.00
-\$1,584.00
-\$3,300.00
-\$660.00
-\$2,520.00
-\$1,848.00
-\$3,708.00

\$1,200.00 \$0.00
\$1,349,676.00
337.00

40%

TRS-ActiveCare has a network of doctors and hospitals that span all the way to the Rio Grande.



TRS-ActiveCare Plan Highlights 2023-24



Learn the Terms.

- **Premium:** The monthly amount you pay for health care coverage.
- **Deductible:** The annual amount for medical expenses you're responsible to pay before your plan begins to pay its portion.
- **Copay:** The set amount you pay for a covered service at the time you receive it. The amount can vary by the type of service.
- **Coinsurance:** The portion you're required to pay for services after you meet your deductible. It's often a specified percentage of the costs; i.e. you pay 20% while the health care plan pays 80%.
- **Out-of-Pocket Maximum:** The maximum amount you pay ⁶⁵ each year for medical costs. After reaching the out-of-pocket maximum, the plan pays 100% of allowable charges for covered services.

2023-24 TRS-ActiveCare Plan Highlights Sept. 1, 2023 – Aug. 31, 2024



All TRS-ActiveCare participants have **three plan options**. Each includes a wide range of wellness benefits.

How to Calculate Your Monthly Premium

Total Monthly Premium

⊖ Your District and State Contributions

⊖ **Your Premium**

Ask your Benefits Administrator for your district's specific premiums.

Wellness Benefits at No Extra Cost*

Being healthy is easy with:

- \$0 preventive care
- 24/7 customer service
- One-on-one health coaches
- Weight loss programs
- Nutrition programs
- Ovia™ pregnancy support
- TRS Virtual Health
- Mental health benefits
- And much more!

**Available for all plans. See the benefits guide for more details.*

New Rx Benefits!

- Express Scripts is your new pharmacy benefits manager! CVS pharmacies and most of your preferred pharmacies and medication are still included.
- Certain specialty drugs are still \$0 through SaveOnSP.

	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD
Plan Summary	<ul style="list-style-type: none"> • Lowest premium of all three plans • Copays for doctor visits before you meet your deductible • Statewide network • Primary Care Provider (PCP) referrals required to see specialists • Not compatible with a Health Savings Account (HSA) • No out-of-network coverage 	<ul style="list-style-type: none"> • Lower deductible than the HD and Primary plans • Copays for many services and drugs • Higher premium • Statewide network • PCP referrals required to see specialists • Not compatible with a Health Savings Account (HSA) • No out-of-network coverage 	<ul style="list-style-type: none"> • Compatible with a Health Savings Account (HSA) • Nationwide network with out-of-network coverage • No requirement for PCPs or referrals • Must meet your deductible before plan pays for non-preventive care

Monthly Premiums	Total Premium	Your Premium	Total Premium	Your Premium	Total Premium	Your Premium
Employee Only	\$388	\$	\$455	\$	\$403	\$
Employee and Spouse	\$1,048	\$	\$1,183	\$	\$1,089	\$
Employee and Children	\$660	\$	\$774	\$	\$686	\$
Employee and Family	\$1,320	\$	\$1,502	\$	\$1,371	\$

Plan Features	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Type of Coverage	In-Network Coverage Only	In-Network Coverage Only	In-Network	Out-of-Network
Individual/Family Deductible	\$2,500/\$5,000	\$1,200/\$2,400	\$3,000/\$6,000	\$5,500/\$11,000
Coinsurance	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible
Individual/Family Maximum Out of Pocket	\$7,500/\$15,000	\$6,900/\$13,800	\$7,500/\$15,000	\$20,250/\$40,500
Network	Statewide Network	Statewide Network	Nationwide Network	
PCP Required	Yes	Yes	No	

Doctor Visits				
Primary Care	\$30 copay	\$15 copay	You pay 30% after deductible	You pay 50% after deductible
Specialist	\$70 copay	\$70 copay	You pay 30% after deductible	You pay 50% after deductible

Immediate Care				
Urgent Care	\$50 copay	\$50 copay	You pay 30% after deductible	You pay 50% after deductible
Emergency Care	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	
TRS Virtual Health-RediMD (™)	\$0 per medical consultation	\$0 per medical consultation	\$30 per medical consultation	
TRS Virtual Health-Teladoc®	\$12 per medical consultation	\$12 per medical consultation	\$42 per medical consultation	

Prescription Drugs				
Drug Deductible	Integrated with medical	\$200 deductible per participant (brand drugs only)	Integrated with medical	
Generics (31-Day Supply/90-Day Supply)	\$15/\$45 copay; \$0 copay for certain generics	\$15/\$45 copay	You pay 20% after deductible; \$0 coinsurance for certain generics	
Preferred	You pay 30% after deductible	You pay 25% after deductible	You pay 25% after deductible	
Non-preferred	You pay 50% after deductible	You pay 50% after deductible	You pay 50% after deductible	
Specialty (31-Day Max)	\$0 if SaveOnSP eligible; You pay 30% after deductible	\$0 if SaveOnSP eligible; You pay 30% after deductible	You pay 20% after deductible	
Insulin Out-of-Pocket Costs	\$25 copay for 31-day supply; \$75 for 61-90 day supply	\$25 copay for 31-day supply; \$75 for 61-90 day supply	You pay 25% after deductible	

This plan is closed and not accepting new enrollees. If you're currently enrolled in TRS-ActiveCare 2, you can remain in this plan.

TRS-ActiveCare 2
<ul style="list-style-type: none"> • Closed to new enrollees • Current enrollees can choose to stay in plan • Lower deductible • Copays for many services and drugs • Nationwide network with out-of-network coverage • No requirement for PCPs or referrals

Total Premium	Your Premium
\$1,013	\$
\$2,402	\$
\$1,507	\$
\$2,841	\$

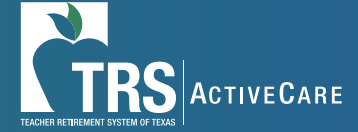
In-Network	Out-of-Network
\$1,000/\$3,000	\$2,000/\$6,000
You pay 20% after deductible	You pay 40% after deductible
\$7,900/\$15,800	\$23,700/\$47,400
Nationwide Network	
No	

\$30 copay	You pay 40% after deductible
\$70 copay	You pay 40% after deductible

\$50 copay	You pay 40% after deductible
You pay a \$250 copay plus 20% after deductible	
\$0 per medical consultation	
\$12 per medical consultation	

\$200 brand deductible	
\$20/\$45 copay	
You pay 25% after deductible (\$40 min/\$80 max)/ You pay 25% after deductible (\$105 min/\$210 max)	
You pay 50% after deductible (\$100 min/\$200 max)/ You pay 50% after deductible (\$215 min/\$430 max)	
\$0 if SaveOnSP eligible; You pay 30% after deductible (\$200 min/\$900 max)/ No 90-day supply of specialty medications	
\$25 copay for 31-day supply; \$75 for 61-90 day supply	

What's New and What's Changing



This table shows you the changes between 2022-23 premium price and this year's 2023-24 regional price for your Education Service Center.

		2022-23 Total Premium	New 2023-24 Total Premium	Change in Dollar Amount	Key Plan Changes
TRS-ActiveCare Primary	Employee Only	\$362	\$388	\$26	<ul style="list-style-type: none"> Individual maximum-out-of-pocket decreased by \$650. Previous amount was \$8,150 and is now \$7,500. Family maximum-out-of-pocket decreased by \$1,300. Previous amount was \$16,300 and is now \$15,000. Teladoc virtual mental health visit copay decreased from \$70 to \$0.
	Employee and Spouse	\$1,020	\$1,048	\$28	
	Employee and Children	\$650	\$660	\$10	
	Employee and Family	\$1,221	\$1,320	\$99	
TRS-ActiveCare HD	Employee Only	\$376	\$403	\$27	<ul style="list-style-type: none"> Individual maximum-out-of-pocket increased by \$450 to match IRS guidelines. Previous amount was \$7,050 and is now \$7,500. Family maximum-out-of-pocket increased by \$900 to match IRS guidelines. Previous amount was \$14,100 and is now \$15,000. <p>These changes apply only to in-network amounts.</p>
	Employee and Spouse	\$1,058	\$1,089	\$31	
	Employee and Children	\$675	\$686	\$11	
	Employee and Family	\$1,265	\$1,371	\$106	
TRS-ActiveCare Primary+	Employee Only	\$454	\$455	\$1	<ul style="list-style-type: none"> Family deductible decreased by \$1,200. Previous amount was \$3,600 and is now \$2,400. Primary care provider and mental health copays decreased from \$30 to \$15. Teladoc virtual mental health visit copay decreased from \$70 to \$0.
	Employee and Spouse	\$1,110	\$1,183	\$73	
	Employee and Children	\$731	\$774	\$43	
	Employee and Family	\$1,396	\$1,502	\$106	
TRS-ActiveCare 2 (closed to new enrollees)	Employee Only	\$1,013	\$1,013	\$0	<ul style="list-style-type: none"> No changes. This plan is still closed to new enrollees.
	Employee and Spouse	\$2,402	\$2,402	\$0	
	Employee and Children	\$1,507	\$1,507	\$0	
	Employee and Family	\$2,841	\$2,841	\$0	

At a Glance			
	Primary	HD	Primary+
Premiums	Lowest	Lower	Higher
Deductible	Mid-range	High	Low
Copays	Yes	No	Yes
Network	Statewide network	Nationwide network	Statewide network
PCP Required?	Yes	No	Yes
HSA-eligible?	No	Yes	No

Effective: Sept. 1, 2023

Compare Prices for Common Medical Services

REMEMBER:

Call a Personal Health Guide (PHG) any time 24/7 to help you find the best price for a medical service. Reach them at **1-866-355-5999**.

Benefit	TRS-ActiveCare Primary	TRS-ActiveCare Primary+	TRS-ActiveCare HD		TRS-ActiveCare 2	
	In-Network Only	In-Network Only	In-Network	Out-of-Network	In-Network	Out-of-Network
Diagnostic Labs*	Office/Independent Lab: You pay \$0	Office/Independent Lab: You pay \$0	You pay 30% after deductible	You pay 50% after deductible	Office/Independent Lab: You pay \$0	You pay 40% after deductible
	Outpatient: You pay 30% after deductible	Outpatient: You pay 20% after deductible			Outpatient: You pay 20% after deductible	
High-Tech Radiology	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible + \$100 copay per procedure	You pay 40% after deductible + \$100 copay per procedure
Outpatient Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible	You pay 20% after deductible (\$150 facility copay per incident)	You pay 40% after deductible (\$150 facility copay per incident)
Inpatient Hospital Costs	You pay 30% after deductible	You pay 20% after deductible	You pay 30% after deductible	You pay 50% after deductible (\$500 facility per day maximum)	You pay 20% after deductible (\$150 facility copay per day)	You pay 40% after deductible (\$500 facility per day maximum)
Freestanding Emergency Room	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 30% after deductible	You pay \$500 copay + 50% after deductible	You pay \$500 copay + 20% after deductible	You pay \$500 copay + 40% after deductible
Bariatric Surgery	Facility: You pay 30% after deductible	Facility: You pay 20% after deductible	Not Covered	Not Covered	Facility: You pay 20% after deductible (\$150 facility copay per day)	Not Covered
	Professional Services: You pay \$5,000 copay + 30% after deductible	Professional Services: You pay \$5,000 copay + 20% after deductible			Professional Services: You pay \$5,000 copay + 20% after deductible	
	Only covered if rendered at a BDC+ facility	Only covered if rendered at a BDC+ facility			Only covered if rendered at a BDC+ facility	
Annual Vision Exam (one per plan year; performed by an ophthalmologist or optometrist)	You pay \$70 copay	You pay \$70 copay	You pay 30% after deductible	You pay 50% after deductible	You pay \$70 copay	You pay 40% after deductible
Annual Hearing Exam (one per plan year)	\$30 PCP copay \$70 specialist copay	\$30 PCP copay \$70 specialist copay	You pay 30% after deductible	You pay 50% after deductible	\$30 PCP copay \$70 specialist copay	You pay 40% after deductible

*Pre-certification for genetic and specialty testing may apply. Contact a PHG at **1-866-355-5999** with questions.

EL PASO HEALTH PLAN COMPARISONS

TPA	CANUTILLO ISD BCBSTX - 1/1/23			CANUTILLO ISD BCBSTX - Proposed 1/1/24			CLINT ISD TRN 9/1/22			EL PASO ISD EPISD Plan - CIGNA 9/1/22				SAN ELIZARIO ISD AETNA - 9/1/23			
	Standard-PPO	Basic-PPO	CDHP-PPO	Standard-PPO	Basic-PPO	CDHP-PPO	Primary Plus No OON Coverage	Primary No OON Coverage	TRS HD	PPO Tier 1	PPO Tier 2	HDHP Tier 1	HDHP Tier 2	ACO Core-PPO	ACO CDHP-PPO	Open Access PPO Core	Open Access CDHP Core
IND DEDUCTIBLE (IN NET)	\$750	\$1,700	\$3,000	\$750	\$1,700	\$3,000	\$1,200	\$2,500	\$3,000	\$1,000	\$4,000	\$3,000	\$3,000	\$750	\$2,800	\$750	\$2,800
COINS(URANCE) (IN NET)	20%	20%	0%	20%	20%	0%	20%	30%	30%	10%	20%	0%	0%	20%	0%	20%	0%
MAX OUT OF POCKET (IN NET)	\$3,500	\$3,000	\$3,000	\$3,500	\$3,000	\$3,000	\$6,900	\$8,150	\$7,050	\$5,000	\$8,100	\$3,000	\$3,000	\$5,000	\$2,800	\$5,000	\$2,800
OV COPAY PRIM/SPEC	\$30	\$25	0% After Deductible	\$30	\$25	0% After Deductible	\$30/\$70	\$30/\$70	30% After deductible	\$10/\$30	\$30/\$50	Deductible	Deductible	\$30 / \$55	0% after deductible	\$30 / \$55	0% after deductible
Urgent Care	\$50	\$50	0% After Deductible	\$50	\$50	0% After Deductible	\$50	\$50	30% After deductible					20% after \$55 copay	0% after deductible	20% after \$55 copay	0% after deductible
Emergency Room	20% After deductible and \$50 copay	20% After deductible and \$50 copay	0% After Deductible	20% After deductible and \$50 copay	20% After deductible and \$50 copay	0% After Deductible	20% After deductible	30% After deductible	30% After deductible					100% covered after \$100 copay	0% after deductible	100% covered after \$100 copay	0% after deductible
HOSPITALIZATION (in net)	Ded & Coins	Ded & Coins	0% After Deductible	Ded & Coins	Ded & Coins	0% After Deductible	20% After deductible	30% After deductible	30% After deductible	Ded & Coins	Ded & Coins	Deductible Applies	Deductible Applies	\$100 copay; 20% after deductible	0% after deductible	\$100 copay; 20% after deductible	0% after deductible
PRESCRIPTION (Generic/Pref/Non Pref/Spec)	\$15/\$35/\$55	\$10/\$30/\$50	\$10/\$30/\$50	\$15/\$35/\$55	\$10/\$30/\$50	\$10/\$30/\$50	\$15/25%/50% After \$200 Rx Deductible	\$15/30%/50% After Deductible	20%/25%/50% After Deductible	\$10/\$35/\$60	\$10/\$35/\$60	Deductible Applies	Deductible Applies	\$10/\$35/\$55	\$10/\$35/\$55 for preventive drugs only, all other drugs subject to deductible	\$10/\$35/\$55	\$10/\$35/\$55 for preventive drugs only, all other drugs subject to deductible
H.S.A. or H.R.A. Employer Annual Contribution			\$600 per employee per year			\$600 per employee per year											\$1,000 per employee per year
EMPLOYER MONTHLY CONTRIBUTION	\$623			\$623			\$321			\$511 per position				\$625.00			
MONTHLY DEDUCTIONS																	
EMPLOYEE ONLY	\$138	\$100	\$0	\$380	\$275	\$0	\$133	\$41	\$55	\$40		\$0		\$135	\$8	\$206	\$73
EMPLOYEE & SPOUSE	\$525	\$459	\$408	\$1,444	\$1,262	\$1,122	\$789	\$699	\$737	\$991		\$477		\$686	\$490	\$836	\$627
EMPLOYEE & CHILD(REN)	\$385	\$329	\$279	\$1,059	\$905	\$767	\$410	\$329	\$354	\$372		\$129		\$596	\$422	\$724	\$538
EMPLOYEE & FAMILY	\$772	\$688	\$638	\$2,123	\$1,892	\$1,755	\$1,075	\$900	\$944	\$1,155		\$786		\$1,211	\$917	\$1,489	\$1,170

EL PASO HEALTH PLAN COMPARISONS

TPA	CANUTILLO ISD BCBSTX - 1/1/23			CANUTILLO ISD BCBSTX - Proposed 1/1/24			SOCORRO ISD Aetna - 1/1/23							YSLETA ISD Aetna 1/1/23				
	Standard-PPO	Basic-PPO	CDHP-PPO	Standard-PPO	Basic-PPO	CDHP-PPO	Premier ACO	Premier Traditional PPO	Premier Mexico	Base ACO	Base Traditional PPO	Base Mexico	CDHP ACO	CDHP Traditional PPO	Plan I-ACO	Plan II-ACO	Plan III-PPO	Plan IV-HDHP
IND DEDUCTIBLE (IN NET)	\$750	\$1,700	\$3,000	\$750	\$1,700	\$3,000	\$700	\$700	\$0	\$1,250	\$1,250	\$0	\$3,200	\$3,200	\$300 / \$600	\$500 / \$1,500	\$1,000 / \$3,000	\$3,000 / \$6,000
COINS(URANCE) (IN NET)	20%	20%	0%	20%	20%	0%	10%	10%	No Charge	20%	20%	No Charge	0%	0%	20% / 40%	20% / 40%	20% / 40%	0% / 20%
MAX OUT OF POCKET (IN NET)	\$3,500	\$3,000	\$3,000	\$3,500	\$3,000	\$3,000	\$3,900	\$3,900	\$0	\$4,600	\$4,600	\$0	\$3,200	\$3,200	\$1,800 / \$5,400	\$2,000 / \$4,000	\$3,000 / \$6,000	\$3,000 / \$7,000
OV COPAY PRIM/SPEC	\$30	\$25	0% After Deductible	\$30	\$25	0% After Deductible	\$25	25	No Charge	\$30/\$40	\$30/\$40	No Charge	0% After Deductible	0% After Deductible	\$0/\$25	\$5 / \$25	\$10/\$25	Ded & Coins
Urgent Care	\$50	\$50	0% After Deductible	\$50	\$50	0% After Deductible	\$25	25		\$75	\$75		0% After Deductible	0% After Deductible				
Emergency Room	20% After deductible and \$50 copay	20% After deductible and \$50 copay	0% After Deductible	20% After deductible and \$50 copay	20% After deductible and \$50 copay	0% After Deductible	10% after deductible and \$250 copay	10% after deductible and \$250 copay	No Charge	20% after deductible and \$250 copay	20% after deductible and \$250 copay	No Charge	0% After Deductible	0% After Deductible				
HOSPITALIZATION (in net)	Ded & Coins	Ded & Coins	0% After Deductible	Ded & Coins	Ded & Coins	0% After Deductible	10% after deductible and \$200 inpatient per confinement copay	10% after deductible and \$200 copay	No Charge	20% after deductible and \$200 inpatient per confinement copay	20% after deductible and \$200 inpatient per confinement copay	No Charge	0% After Deductible	0% After Deductible	\$150 copay then Ded & Coins	\$150 copay then Ded & Coins	\$150 copay then Ded & Coins	Deductible Applies
PRESCRIPTION (Generic/Pref/Non Pref/Spec)	\$15/\$35/\$55	\$10/\$30/\$50	\$10/\$30/\$50	\$15/\$35/\$55	\$10/\$30/\$50	\$10/\$30/\$50	\$5/\$40/\$85	\$5/\$40/\$85	No Charge	\$5/\$45/\$90	\$5/\$45/\$90	No Charge	0% After Deductible	0% After Deductible	\$10/\$35/\$60	\$10/\$35/\$60	\$10/\$35/\$60 (\$100 brand ded)	Deductible Applies
H.S.A. or H.R.A. Employer Annual Contribution			\$600 per employee per year			\$600 per employee per year							\$600 employee per year	\$600 employee per year				
EMPLOYER MONTHLY CONTRIBUTION	\$623			\$623			\$575							\$592.30 per position				
MONTHLY DEDUCTIONS																		
EMPLOYEE ONLY	\$138	\$100	\$0	\$380	\$275	\$0	\$141	\$160		\$53	\$60		\$0	\$30	\$217	\$126	\$90	\$28
EMPLOYEE & SPOUSE	\$525	\$459	\$408	\$1,444	\$1,262	\$1,122	\$471	\$535		\$299	\$340		\$295	\$335	\$808	\$593	\$544	\$310
EMPLOYEE & CHILD(REN)	\$385	\$329	\$279	\$1,059	\$905	\$767	\$310	\$362		\$198	\$255		\$172	\$195	\$718	\$522	\$475	\$268
EMPLOYEE & FAMILY	\$772	\$688	\$638	\$2,123	\$1,892	\$1,755	\$651	\$740		\$477	\$542		\$471	\$535	\$1,071	\$802	\$747	\$437

1. GENERAL FUNCTIONS - OTHER

1.A. Call to Order

The Meeting was called to order at **6:00 PM** by Board President Ms. Mendoza.

1.B. Pledge of Allegiance

The Pledge of allegiance was led by the AMS Eagle Cheerleaders.

1.C. Texas Pledge of Allegiance

The Pledge of allegiance was led by the AMS Eagle Cheerleaders.

1.D. Roll Call – All Present

All trustees were present.

1.E. CISD Vision and Mission Statements

The Vision Statement was read by Mr. Simental and the Mission Statement was read by Ms. Zuniga

2. BOARD HONORS

2.A. Recognition of the Alderete Middle School Cheerleading Team for earning the Grand Champions Trophy and earning first place at the Cheer & Dance/Drill Team America Competition in San Antonio this spring.

2.B. Recognition of Canutillo High School and Northwest Early College High School graduates who received a scholarship from the Canutillo Alumni Foundation for Education (CAFÉ).

3. OPEN FORUM-OTHER

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

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

For further information on those policies, contact the Superintendent's Administrative Assistant.

Ms. Cynthia Casanova addressed the Board of Trustees and expressed concerns regarding the Grading Policy at DDE. She mentioned that she noticed that her student grades did not reflect correctly. Inconsistencies were in multiple inputs, missing grades during grading period. She addressed concerns with school principal with ample time and there was no resolution. She would like a proper evaluation of DDE to ensure student grading discrepancies are addressed.

4. **PUBLIC HEARING**

- 4.A. Public Hearing Regarding the Proposed 2023-24 Annual Budget. The public is invited to attend and provide public comment.

The Annual Budget Presentation was given by Ms. Martha Piekarski and Ms. Cristy Pulley to the Board of Trustees while answering the concerns that the

Trustee Rodriguez motioned to have a Special Board Meeting on June 26, 2023, to have administration bring another budget recommendation to the School Board. Motion was second by Trustee Simental

- 4.B. Discuss and Take Possible Action Regarding the Approval of the 2023-24 Annual Budget – M Rodriguez motioned to reconvene at a later with a new motion proposal from the finance department on June 26th , Mr. Simental Second
Vote: Ms. Barnes–Yes, Ms. Borrego-Yes, Ms. Mendoza–No, Mr. Rodriguez-Yes, Mr. Simental-Yes, Ms. Trout-No, Ms. Zuniga–Yes
Motion Passed

5. **BOARD OF TRUSTEE BUSINESS**

- 5.A. Discussion and Possible Action to Approve Canutillo ISD Strategic Plan Balanced Scorecard 2023-24 to Include: New Belief Statements, Mission & Vision Statements, and Priorities & Performance Objectives.

Ms. Trout motioned to approve, Ms. Borrego Second
Vote: Ms. Barnes–Yes, Ms. Borrego-Yes, Ms. Mendoza–Yes, Mr. Rodriguez-Yes, Mr. Simental-Yes, Ms. Trout-Yes, Ms. Zuniga–Yes
Motion Passed

6. **CONSENT AGENDA-VOTING**

6.A. Annual report of district membership with various Cooperative and Inter-local Programs that support the districts day to day purchasing operations

6.B. *BUSINESS SERVICES*

6.B.1. Approval of the Meeting Minutes

6.B.1.a. Approval of the May 23, 2023 Regular Board Meeting Minutes

6.B.2. Approval of the Monthly Financials

6.B.3. Request for Approval to renew Interlocal Agreement with ESC Region 19 Interlocal Agreement to support day to day purchases for Child Nutrition Department

6.B.4. Approval of Memorandum of Agreement between Canutillo ISD and Paso del Norte Health Foundation

6.B.5. Approval to Award of RFP# 2023-08 Playground Protective Surfacing, to Altitude Recreation Inc, in the amount of \$395,190.00 for playgrounds at CES, DDES, GES, JDES, and RES.

6.B.6. Approval of Professional Services Contract between Canutillo ISD and TNTP Inc for Academic Year 2023-2024

6.B.7. Approval of Memorandum of Understanding between Canutillo ISD and Actions for Healthy Kids in Partnership with the Paso del Norte Health Foundation

6.B.8. Approval of the Investment Resolution - Officer Designation, Training Sources, and Investment Sources and Review and Approval of the Investment Policy

6.B.9. Approval of the Monthly Donations

6.B.9.a. May 2023 Donations Report

6.B.10. Approval of the Budget Amendments

6.C. *CURRICULUM AND INSTRUCTION*

6.C.1. Approval of Interlocal Agreement between Canutillo ISD and UT Austin for 23-24 OnRamps Program

6.C.2. Approval of Interlocal Agreement Between EPCC and Career Technology Education for P-TECH

6.C.3. Approval of Memorandum of Understanding and Agreement between Canutillo ISD and Aliviane Inc. Start date Sept. 1, 2023 through Sept. 1, 2024.

6.C.4. Approval of Texas Education Agency application for the **Optional Flexible School Day Program (OFSDP)** for school year 2023-2024.

6.D. *HUMAN RESOURCES*

6.D.1. Approval of TASB Localized Policy Update 121 1st Reading. and

Update to Local Policy BF

Approval of the Consent Agenda: Mr. Rodriguez motioned to approve consent agenda, Ms. Trout Second
Vote: Ms. Barnes–Yes, Ms. Borrego-Yes, Ms. Mendoza–Yes, Mr. Rodriguez-Yes, Mr. Simental-Yes, Ms. Trout-Yes, Ms. Zuniga–Yes
Motion Passed

7. EXECUTIVE SESSION

To Consult with Attorney Under Sections 551.071, and 551.074 of the Texas Government Code:

The meeting adjourned into Executive Session at **7:45 PM**

- 7.A. Discussion regarding safety and security assessments, processes and devices under Tex. Gov't Code § 551.076
- 7.B. Discussion Regarding Administration's Recommendation for Canutillo High School Principal; Pursuant to Texas Government Code Section 551.074
- 7.C. Discussion Regarding Internal Audit Position; Pursuant to Texas Government Code Section 551.074

8. NEW BUSINESS (continued); OTHER

The Meeting reconvened into Open Session at **8:38 PM**

- 8.A. Discussion and possible action regarding Administration's recommendation for Canutillo High School Principal

Mrs. Martha Carrasco makes Administration recommendation to appoint Ms. Candice Marrufo to be the High School Principal at Canutillo High School.

Ms. Trout made a motion to approve, Ms. Mendoza Second,
Vote: Ms. Barnes–No, Ms. Borrego-Yes, Ms. Mendoza–Yes, Mr. Rodriguez-
No, Mr. Simental-Abstained, Ms. Trout-Yes, Ms. Zuniga–Yes
Motion Passed

- 8.B. Discussion and Possible Action Regarding Internal Audit Position

No action to be taken.

9. ADJOURNMENT - 8:41 PM

The meeting was adjourned at **8:41PM** under unanimous consent.

Presented to the Board of Trustees for approval on **August 22, 2023**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

1. GENERAL FUNCTIONS-OTHER

1.A. Call to Order

The Meeting was called to order at **6:01 PM** by Board President Ms. Mendoza.

1.B. Roll Call

Trustees Present: Barnes, Mendoza, Rodriguez, Simental, Trout, Zuniga

Trustee Absent: Ms. Borrego – She mentioned at previously that she would not be able to attend Special Board Meeting on 06-26-23

2. OPEN FORUM-OTHER

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

BED(LOCAL):

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

For further information on those policies, contact the Superintendent's Administrative Assistant.

Ms. Candice Marrufo addressed the Board of Trustees and expressed her gratitude to them for being appointed the new Canutillo High School Principal at the previous Board Meeting.

3. PUBLIC HEARING

3.A. Public Hearing Regarding the Proposed 2023-24 Annual Budget. The public is invited to attend and provide public comment.

Mr. Gustavo Reveles addressed the BOT to mention that Administration had a presentation reflecting the changes that the BOT requested be made to the Budget.

Mrs. Cristy Pulley and Martha Piekarski presented the budget changes to the BOT while addressing questions regarding budget changes.

4. BOARD OF TRUSTEE BUSINESS

4.A. Discuss and Take Possible Action Regarding the Approval of the 2023-24 Annual Budget

Mrs. Mendoza Motioned to approve 3 million dollar deficit budget as stated on slides (34-35 of the Budget Adoption Presentation)

Mrs. Trout Second the Motion

Special Board Meeting
Monday, June 26, 2023 6:00 PM Central

Canutillo ISD Administration Office
7965 Artcraft
El Paso, TX 79932

Vote: Ms. Barnes-Yes, Ms. Mendoza- Yes, Mr. Rodriguez-Yes, Mr. Simental- Yes,
Ms. Trout-Yes, Ms. Zuniga-Yes
Motion Passes

5. **ADJOURNMENT**

The meeting was adjourned at **6:53 PM** under unanimous consent.

Presented to the Board of Trustees for approval on **August 16, 2023**. The minutes reflect all agenda items in the order as originally posted and do not necessarily reflect the order in which they were discussed.

Board of Trustees

Meeting Date: 8/23/2023

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Board Acceptance of June 2023 & July 2023 Donations Report

Justification Statement: Presentation for your review and acceptance of the donations report for donations received in the months of June and July 2023

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

Staff Responsible: Cristina Pulley
 Signature of Requester(s) Cristina Pulley *Cristina Pulley* 08/08/2023
 Signature of Presenter(s) Elizabeth B. Sida *Elizabeth B. Sida* 8/8/2023
 Business Services Approval (Initials) _____ Date _____

Agenda Summary:

The Financial Services Department present the following donations report for donations reported to Finance for the months of June and July 2023. This report also includes web donations received these months.

June donations \$1,111.94
July donations \$2234.60

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

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

AMOUNT(S): June donations \$1,111.94, July donations \$2234.60

ACCOUNT NO(S):
NA

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

REQUESTING DEPARTMENT:
NA

CONSEQUENCES OF NON-APPROVAL:
NA

IMPLEMENTATION TIMELINE:
NA

ATTACHMENT(S): ✓ Donations report for June 2023 and July 2023



Donations to Canutillo ISD received July 2023

This report includes donations received in June and July, 2022. Report also includes additional donations received July 2023

Submitted for Board Approval: August 23, 2022							
Date	Donor Name	Address		Donation	Campus/Department	Purpose of Donation	Value
5/9/2023	Dr. Adam L. Larson - Del Sol Medical Ctr	10301 Gateway Blvd W	El Paso, TX 79925	Science Rats for dissection (qty 20)	Canutillo Middle - CMSSA	Allow advanced 7th grade science class in 23-24 school year to learn about anatomy and physiology	\$ 215.95
				Flinn other lab equipment resources			\$ 485.05
7/10/2023	Blanca Rodriguez	810 Meadow RD	City,State not listed	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Melissa Greco	2049 Westwind Dr	El Paso TX - No Zip Code	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Valene Gonzalez	6032 Palmdale St	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Ian Cameron	5509 Valley Dr	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 45.00
7/10/2023	Terry Hargraves	5852 Angel Street	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 30.00
7/10/2023	Evelyn Flores	1357 Sahara Desert Dr	Chapparral NM88081	Monetary	CHS Athletics	Volleyball program	\$ 25.00
7/10/2023	Christina Vasquez	5201 Antonio Ave	El Paso TX 79924	Monetary	CHS Athletics	Volleyball program	\$ 30.00
7/10/2023	Julio Esquivel	3638 Grand Bahamas	El Paso TX 79936	Monetary	CHS Athletics	Volleyball program	\$ 40.00
7/10/2023	Yasmin Nunez	6137 Will Jordan Pl, Apt 188	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 25.00
7/10/2023	Lily Villanueva	291 Western Way	Canutillo TX 79835	Monetary	CHS Athletics	Volleyball program	\$ 25.00
7/10/2023	Monica A.Melendez	904 Tyler Seth Ave	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 25.00
7/10/2023	Brianna Valenzuela	6304 Hutsell Pl	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Gillian Woods	200 Jennice Cir	El Paso TX 79932	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Manuel Veloz	906 Holly Park Ave	Santa Teresa, NM 88008	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Blanca Veloz	2816 San Antonio Dr	Sunland Park NM 88903	Monetary	CHS Athletics	Volleyball program	\$ 20.00
7/10/2023	Charlotte Sutherland	10401 Cicle Dr	El Paso TX 79924	Monetary	CHS Athletics	Volleyball program	\$ 40.00
7/21/2023	BCE PTO	7700 Cap Carter	Vinton TX 79821	Check	BCE P.E..	BCE P.E..Program	\$ 1,108.60
	NO On-Line Donations received July 2023						\$ -
						DONATIONS TOTAL	\$ 2,234.60

Board of Trustees

Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)

Signature of Presenter(s)

C Pulley
Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):





FINANCIAL SERVICES

CANUTILLO A Premier District

TO: Board of Trustees
Dr. Pedro Galaviz, Superintendent

FROM: Cristina Pulley, Executive Director for Financial Services

DATE: August 4, 2023

SUBJECT: Budget Amendments for July 2023

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

Administrative Cost Ratio Formula:

21 Instructional Leadership + 41 General Administration
 11 Instruction + 12 Instructional Resources/Media Services +
 13 Curriculum/Staff Development + 31 Guidance/Counseling Services

BC 344108 - This budget amendment will allocate funds for professional development as planned for the school year for the Executive Director of Curriculum and Instruction. This budget amendment will have a negative impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6399.00.916.11	General Supplies	\$ 5,000	\$ (2,000)	\$ 3,000
199.11.6399.00.916.21	General Supplies	\$ 4,000	\$ (1,000)	\$ 3,000
199.11.6339.00.916.11	Testing Materials	\$ 7,000	\$ (2,000)	\$ 5,000
199.21.6499.00.916.99	Miscellaneous Operating Expense	\$ 1,000	\$ 2,500	\$ 3,500
199.21.6411.00.916.99	Employee Travel	\$ -	\$ 2,500	\$ 2,500

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

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

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

BC 344155 - This budget amendment will allocate funds for the purchase of reading materials for at-risk/emerging readers and English language learners throughout the school year. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.11.6117.05.106.24	Extra Duty-Professional	\$ 25,861	\$ (1,791)	\$ 24,070
185.11.6141.05.106.24	Medicare	\$ 375	\$ (26)	\$ 349
185.11.6143.05.106.24	Workers Compensation	\$ 128	\$ (9)	\$ 119
185.11.6145.05.106.24	Unemployment Compensation	\$ 23	\$ (2)	\$ 21
185.11.6146.05.106.24	Teacher Retirement	\$ 2,017	\$ (140)	\$ 1,877
185.11.6149.05.106.24	TRS Entity Contribution	\$ 388	\$ (27)	\$ 361
185.12.6329.00.106.24	Reading Materials	\$ -	\$ 1,995	\$ 1,995

BC 344181 - This budget amendment will allocate funds from Region 19 and miscellaneous contracted services to cover the copy machine lease and employee travel. This budget amendment will have a negative impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.13.6299.00.919.25	Miscellaneous Contracted Services	\$ 1,950	\$ (1,950)	\$ -
199.21.6239.00.919.25	Contracted Services - Region 19	\$ 300	\$ (150)	\$ 150
199.13.6411.00.919.25	Employee Travel	\$ -	\$ 222	\$ 222
199.21.6269.00.919.25	Copy Machine Rental/Lease	\$ -	\$ 1,477	\$ 1,477
199.21.6411.00.919.25	Employee Travel	\$ -	\$ 401	\$ 401

BC 344198- This budget amendment will allocate funds for reading materials and general supplies for the library. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6499.00.105.11	Miscellaneous Operating Expense	\$ 7,500	\$ (5,000)	\$ 2,500
199.12.6329.00.105.11	Reading Materials	\$ -	\$ 4,000	\$ 4,000
199.12.6399.00.105.11	General Supplies	\$ -	\$ 1,000	\$ 1,000

BC 344202- This budget amendment will allocate funds to cover professional development expenses for staff. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
185.11.6126.03.105.30	Part-time/Temp Pay - Academic Tutor	\$ 4,612	\$ (1,000)	\$ 3,612
185.13.6499.00.105.30	Miscellaneous Operating Costs	\$ -	\$ 1,000	\$ 1,000

BC 344216 - This budget amendment will allocate funds from Function 11-Instruction, 21-Instructional Leadership, Function 31-Guidance/Counseling Service to Function 11 -Instruction for curricular and instructional software licenses and subscriptions. This budget amendment will have a positive impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.11.6299.97.918.23	Software License	\$ 5,000	\$ (51,828)	\$ (46,828)
199.21.6491.00.918.23	Statutorily Required Public Notices	\$ 4,000	\$ (1,381)	\$ 2,619
199.31.6339.00.918.23	Testing Materials	\$ 7,000	\$ (516)	\$ 6,484
199.11.6635.97.918.23	Software License/Subscriptions	\$ 1,000	\$ 53,725	\$ 54,725

BC 344225- This budget amendment will allocate funds from Restricted and Assigned Fund Balance to Function 71 – Debt Service to cover Fiscal Year 24 Maintenance Tax Note payments. Partial funding will be provided from unused Tax Note proceeds and fund balance. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.00.3560.00.000.00	Restricted Fund Balance - Maintenance Tax Notes	\$ 524,535	\$ (524,535)	\$ -
199.00.3590.00.000.00	Assigned Fund Balance	\$ 627,815	\$ (627,815)	\$ -
199.71.6519.00.999.99	Debt Principal	\$ 363,768	\$ 920,000	\$ 1,283,768
199.71.6523.00.999.99	Interest on Debt	\$ 64,766	\$ 232,350	\$ 297,116

BC 344228 (Reference: BC 344113 Board Approved on 7.24.23) - This budget amendment will properly allocate funds from Function 51 - Plant Maintenance and Operations to Function 81 Facilities Acquisition and Construction for the installation of playground protective surfaces for CES, DDE, GES, JDE, and RES. Existing materials are deteriorated beyond repair and pose a safety risk to students. Item was Board approved June 19, 2023. This budget amendment will have no impact on the administrative cost ratio.

Budget Account Number		Current Budget	Change	Amended Budget
199.51.6639.00.915.99	Furniture /Equipment >\$5,000	\$ 395,190	\$ (395,190)	\$ -
199.81.6639.00.915.99	Furniture /Equipment >\$5,000	\$ -	\$ 395,190	\$ 395,190

Board of Trustees

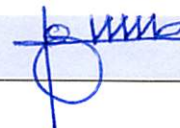
Meeting Date: 08/22/2023


Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Discussion and recommendation regarding the Request for Qualifications issued for the solicitation of Professional Services to update the CISD Facilities Master Plan.

Justification Statement: In accordance with CH (Legal): "...A district may not select a provider of professional services or a group or association of providers or award a contract for the services on the basis of competitive bids submitted for the contract or for the services, but shall make the selection and award on the basis of demonstrated competence and qualifications to perform the services..."

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

Staff Responsible:  Bruno Vasquez 7/24/2023
Signature of Requester(s)

 Elizabeth B. Sida 7/24/2023
Business Services Approval (Initials) *Date*

Agenda Summary:

The administration issued a Request for Qualifications to select a consulting firm to provide professional services to update the District's current Facilities Master Plan. The Purchasing and Facilities Departments assembled a selection committee comprised of administrators, and campus staff. This committee reviewed the submissions and conducted in-person interviews with the four highest-ranked firms.

After these interviews, the committee evaluated the finalists and hereby recommend Cooperative Strategies LLC to provide the requested services.

RECOMMENDATION: The selection committee and the administration recommend Cooperative Strategies LLC to provide professional services to update the District's current Facility Master Plan.

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

AMOUNT(S): N/A

ACCOUNT NO(S): Fund Balance

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

Request for qualifications

REQUESTING DEPARTMENT: Facilities Department

CONSEQUENCES OF NON-APPROVAL: Outdated information could skew recommendations made to address the District infrastructure needs.

IMPLEMENTATION TIMELINE: Upon approval

ATTACHMENT(S): X RFQ summary, Evaluation scores, ~~86~~ person interview scores



Event Number	2023-12 Addendum 1	Organization	Canutillo Independent School District
Event Title	Canutillo Independent School District Facilities Master Plan	Workgroup	Purchasing
Event Description	<p>Canutillo ISD serves a population of 6,042 students and has ten campuses; one high school, one early college high school, two middle schools, and six elementary schools. There are also three other district service centers.</p> <p>The Canutillo Independent School District (CISD), is seeking an update to its 2021 Facilities Condition Assessment and Master Plan to present new recommendations to the CISD Board of Trustees regarding building system conditions, educational adequacy, and a long-term strategic plan that identifies recommendations for facilities' use, deferred maintenance, and new construction for the District.</p> <p>Firms responding to this RFQ must provide evidence of registration and license to practice their respective professions in the State of Texas.</p>	Event Owner	Elizabeth Sida
		Email	esida@canutillo-isd.org
Event Type	RFQ	Phone	(915) 877-7426
Issue Date	5/5/2023 05:40:10 PM (MT)	Fax	
Close Date	6/22/2023 03:00:00 PM (MT)		

Statement of Qualification

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
ABLE CITY	SAN ANTONIO	TX	6/20/2023 12:07:07 PM (MT)	0	\$0.00
ADM Group, Inc.	Tempe	AZ	6/22/2023 12:26:21 PM (MT)	0	\$0.00
Broaddus & Associates	El Paso	TX	6/21/2023 09:10:26 AM (MT)	0	\$0.00
Cooperative Strategies (Cooperative Strategies, LLC)	Irvine	CA	6/20/2023 01:15:32 PM (MT)	0	\$0.00
Huitt-Zollars, Inc.	El Paso	TX	6/22/2023 01:48:52 PM (MT)	0	\$0.00
LOI ENGINEERS (LEC Engineering, Inc)	El Paso, TX	TX	6/22/2023 02:52:10 PM (MT)	0	\$0.00
Nine Degrees Architecture + Design Inc.	El Paso	TX	6/22/2023 01:59:14 PM (MT)	0	\$0.00
Parkhill, Smith & Cooper Inc.	Lubbock	TX	6/22/2023 12:51:11 PM (MT)	0	\$0.00
Perkins Eastman Architects DPC	Austin	TX	6/22/2023 09:10:45 AM (MT)	0	\$0.00
Surface America, Inc.	Williamsville	NY	6/19/2023 10:30:15 AM (MT)	0	\$0.00

Solicitation Summary: The Facilities Department requested that a Request for Qualification be issued to update the existing Districts Facility Master Plans. Included in the RFQ packet was documentation related to the existing Facilitate Master Plans (2021 FMP and May 2016 FMP), for vendors review and reference. The invitation for this Request of Qualification was issued to 380 suppliers who are registered in the Districts electronic bidding system (Ionwave) related to the commodities they registered under. Nine (9) responses were received.

An evaluating committee met on Thursday, June 29, 2023 to review the responses and determine which top ranked firms would be invited for in-person interviews. The top four ranked firms; ADM Group, Inc., Broaddus & Associates, Cooperative Strategies (Cooperative Strategies, LLC), and Parkhill, Smith & Cooper, Inc., were invited for interviews, which were held on Thursday, July 13, 2023.

At the conclusion of the interviews, the evaluating committee scored these four (4) vendors and the Average Score total ranked Cooperative Strategies (Cooperative Strategies, LLC) as the number one (1) ranked firm. The committee request to proceed with Step 2 of the RFQ process, which is to enter into negotiation with Cooperative Strategies (Cooperative Strategies, LLC)

CANUTILLO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATION (RFQ) 2023-12 Canutillo ISD Facilities Master Plan

STEP 1 - Request for Qualifications Evaluation Score Sheet

Requesting Department: Facilities

AVERAGE SCORE:	ABLE CITY	ADM Group, Inc.	Broaddus & Associates	Cooperative Strategies (Cooperative Strategies, LLC)	Huitt-Zollars, Inc.
1 The offeror's experience	33	31	33	34	29
Total Points - 40					
2 The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	21	22	22	23	21
Total Points - 25					
3 The offerors capability to perform - capability to provide the required services, unique capabilities of firm to perform the services	21	22	24	24	18
Total Points - 25					
4 The past performance of the offeror's team and members of the team, and past experience with Canutillo Independent School District	1	4	2	5	4
Total Points - 5					
5 Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	4	3	4	4	3
Total Points - 5					
TOTAL POSSIBLE SCORE = 100	80	82	85	89	75
	4	3	2	1	6

CANUTILLO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATION (RFQ) 2023-12 Canutillo ISD Facilities Master Plan

STEP 1 - Request for Qualifications Evaluation Score

Requesting Department: Facilities

AVERAGE SCORE:	LOI ENGINEERS (LEC Engineering, Inc)	Nine Degrees Architecture + Design Inc.	Parkhill, Smith & Cooper Inc.	Perkins Eastman Architects DPC	Surface America, Inc.
1 The offeror's experience	24	30	32	33	0
Total Points - 40					
2 The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	16	20	22	21	0
Total Points - 25					
3 The offerors capability to perform - capability to provide the required services, unique capabilities of firm to perform the services	16	20	21	20	0
Total Points - 25					
4 The past performance of the offeror's team and members of the team, and past experience with Canutillo Independent School District	3	3	4	1	0
Total Points - 5					
5 Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	2	3	4	2	0
Total Points - 5					
TOTAL POSSIBLE SCORE = 100					
	7	5	3	5	

CANUTILLO INDEPENDENT SCHOOL DISTRICT
REQUEST FOR QUALIFICATION (RFQ) 2023-12 Canutillo ISD Facilities Master Plan

STEP 2- Request for Qualifications Evaluation Score Sheet
Requesting Department:

AVERAGE SCORES	ADM Group, Inc.	Broaddus & Associates	Cooperative Strategies (Cooperative Strategies, LLC)	Parkhill, Smith & Cooper Inc.
1 The offeror's experience	37.5	38.8	40.0	35.0
Total Points - 40				
2 The offeror's technical competence - ability to staff the project including registered/certified professionals and technical staff. Provide copies of credentials, licenses, and resumes	22.5	22.5	23.5	25.0
Total Points - 25				
3 The offerors capability to perform - capability to provide the required services, unique capabilities of firm to perform the services	22.0	23.5	22.5	23.5
Total Points - 25				
4 The past performance of the offeror's team and members of the team, and past experience with Canutillo Independent School District	4.3	4.5	4.8	4.0
Total Points - 5				
5 Other appropriate factors submitted by the team or firm in response to the RFQ, including client references	4.0	4.0	4.5	4.0
Total Points - 5				
TOTAL POSSIBLE SCORE = 100	90.3	93.3	95.3	91.5
	90	93	95	92
	4	2	1	3

Board of Trustees

Meeting Date: 8/22/2023

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting:

Justification Statement:

Purpose of Agenda Item:

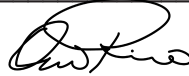
Information Discussion Action

Item Type:

Curriculum & Instruction HumanResources Business Services

Staff Responsible:

Signature of Requester(s)



Signature of Presenter(s)

Elizabeth Sida

8/3/2023

Business Services Approval (Initials)

Date

Agenda Summary:

RECOMMENDATION:

PRIOR BOARD ACTION:

AWARDED:

AWARDED AMOUNT:

AMOUNT(S):

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:

CONSEQUENCES OF NON-APPROVAL:

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):

DIR Contract DIR-SS-ILC0625



**INTERLOCAL CONTRACT
BETWEEN
THE DEPARTMENT OF INFORMATION RESOURCES
AND
CANUTILLO INDEPENDENT SCHOOL DISTRICT
RELATING TO THE USE OF THE DIR SHARED SERVICES MASTER SERVICE
AGREEMENTS**

This Interlocal Contract (“ILC” or “Contract”) is entered into by the governmental entities shown above as contracting parties (referred to individually as a “Party” and collectively as the “Parties”) pursuant to the provisions of the Interlocal Cooperation Act, Chapter 791, Texas Government Code. This ILC is created under the authority of and to give effect to the intent and purpose of Chapters 2054 and 2059 of the Texas Government Code.

The entity receiving services under the DIR Shared Services Contracts through this ILC is hereinafter referred to as the “Receiving Entity” or the “DIR Customer.”

This ILC authorizes DIR Customer to participate in the Department of Information Resources (“DIR” or “Performing Agency”) Shared Services Program. The DIR Shared Services Program includes contracts that have been competitively procured by DIR. All specific services and products are purchased through the DIR Shared Services Program contracts and subject to the processes and terms therein.

DIR’s Shared Services Program provides for a Multisourcing Service Integrator (MSI) service provider (“MSI SCP”) and various Service Component Providers (“SCP”). The Shared Services Master Service Agreements, as amended, are defined on the Shared Services web page on the DIR website (“DIR Shared Services Contracts”) and are incorporated herein. Unless otherwise referenced, the references to Exhibits and Attachments herein are references to Exhibits and Attachments of the DIR Shared Services Contracts.

DIR Customer acknowledges and agrees that this ILC is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

**SECTION I
CONTRACTING PARTIES**

DIR CUSTOMER: Canutillo Independent School District

PERFORMING AGENCY: Department of Information Resources

SECTION II STATEMENT OF SERVICES TO BE PERFORMED

2.1 Effect of ILC and General Process

The DIR Shared Services Program offers a variety of services and related support and products. The list of such services is provided through the DIR Shared Services Catalog and the DIR Shared Services portal. Further, SCPs may work with third-party vendors to provide additional services or products within the requirements of the relevant DIR Shared Services Contract.

This ILC describes the rights and responsibilities of the Parties relating to implementation, operation, maintenance, use, payment, and other associated issues by and between DIR Customer and DIR related to the Services to be provided through the DIR Shared Services Contracts. DIR Customer shall receive the Services described in the DIR Shared Services Contracts, subject to the terms of the relevant DIR Shared Services Contracts and this ILC. DIR Customer is only subject to those specific terms to the extent DIR Customer requests services or products through those specific DIR Shared Services Contracts. Each specific DIR Shared Services program also has program-specific terms and conditions. Upon DIR Customer's approval of such terms and conditions, the program-specific terms and conditions are incorporated automatically herein.

The details of specific processes and procedures are contained in the relevant Service Management Manual ("SMM"), developed by the MSI and/or SCPs, approved by DIR, and incorporated herein. The DIR Shared Services Contracts require the MSI and SCPs to develop appropriately documented policies, processes, and procedures and to provide training to DIR Customer personnel where required to ensure effective service interfaces, before approval and adoption of the SMM.

The terms of the relevant DIR Shared Services Contracts will apply to this ILC and will remain in full force and effect except as may be expressly modified by any amendment to the specific DIR Shared Services Contract. Such amendments will automatically apply to this ILC with no further action by the Parties. DIR shall keep DIR Customer generally informed of such amendments and provide the opportunity to provide input to DIR through the Shared Services portal as well as the DIR Shared Services Program Governance structure described below.

2.2 DIR Shared Services Program Process

To obtain Services, DIR Customer shall either order services directly through the MSI Marketplace portal where certain services and pricing are established or request certain services and products through the Request for Services process. This process is detailed in the relevant SMM for each SCP. As part of the response to a Request for Service, DIR Customer will receive a proposal, including the proposed solution or service, estimated cost or other financial obligations, if any, and any other relevant program-specific terms and conditions related to the services provided for in response to the Request for Service.

DIR Customer may accept or decline those terms and services at that time. The final DIR Customer approved technical solution, financial solution, and related terms are contractually binding terms that incorporate the terms of this ILC and the relevant Shared Services Contract(s). The program-specific terms and all other service/solution related terms and conditions are incorporated herein automatically upon DIR Customer's approval of such terms and conditions. Later termination of a Service or solution after an original approval or any pre-payment, may result in additional cost to the DIR Customer and may not allow for any refund of payments already made.

2.3 Change Orders and Change Control

In accordance with the relevant SMM and Shared Services Contract requirements, DIR Customer will coordinate with the MSI and/or SCP for all change requests. Change Control processes and authority may vary between DIR Shared Services Contracts as it relates to the rights of Customers to request changes. Further, Change Control does not allow DIR Customers to alter terms and conditions of the DIR Shared Services Contracts.

SECTION III DIR CUSTOMER PARTICIPATION

3.1 General Shared Services Governance

Governance of the DIR Shared Services Program is based on an owner-operator approach in which DIR Customers, in the role of operator, actively work with all SCPs to resolve local operational issues and participate in committees to address enterprise matters. Enterprise-level decisions, DIR Customer issues, and resolution of escalated DIR Customer-specific issues are carried out by standing governance committees, organized by subject area and comprised of representatives from DIR Customers, DIR management, SCP management, MSI management, and subject-matter experts. DIR Customers are structured into partner groups that select representatives to participate in these committees. DIR Customer shall participate within this Governance structure as described above and within the relevant SMM(s) ("Shared Services Governance").

3.2 DIR Customer and SCP Interaction and Issue Escalation

In accordance with the relevant SMM(s), DIR Customer shall interface with SCPs on the performance of "day-to-day" operations, including work practices requiring SCP and DIR Customer interaction, issues resolution, training, planning/coordination, and "sign-off." All issues are intended to be resolved at the lowest level possible. In those instances where it becomes necessary, the following escalation path is utilized. If DIR Customer is not able to resolve an issue directly with SCP staff, DIR customer escalates the issue to SCP management. If the issue cannot be resolved by SCP management, DIR Customer escalates to DIR. If the issue cannot be resolved by DIR, DIR Customer escalates to the appropriate DIR Shared Services Program Governance committee.

3.3 DIR Customer Specific Laws

Per the Compliance with Laws section of the DIR Shared Services Contracts, DIR Customer shall notify DIR, in writing, of all DIR Customer-specific laws (“DIR Customer-Specific Laws”), other than SCP Laws, that pertain to any part of DIR Customer’s business that is supported by SCPs under the DIR Shared Services Contracts, and DIR will notify SCPs, in writing, of such DIR Customer-Specific Laws. The Parties intend that such DIR Customer-Specific Laws will be identified and included in the portion of the SMM specific to DIR Customer. DIR Customer shall use commercially reasonable efforts to notify DIR, in writing, of any changes to DIR Customer-Specific Laws that may, in any way, impact the performance, provision, receipt and use of Services under the DIR Shared Services Contracts. DIR shall advise SCPs of such change and require that any changes to DIR Customer-Specific Laws are identified and included in the SMM. If necessary to facilitate DIR compliance with the requirements of the DIR Shared Services Contracts, DIR Customer shall provide written interpretation to DIR of any DIR Customer-Specific Law.

3.4 DIR Customer responsibilities

Where appropriate, DIR Customer shall support the following:

- (a) Software currency standards are established for the Shared Services environment through the owner operator governance model. DIR Customers will be engaged in approval of these standards and the development of technology roadmaps that employ these software currency standards. DIR Customers are expected to remediate applications in order to comply with the standards
- (b) Technology standards (e.g. server naming standards, reference hardware architectures, operating system platforms) are established through Shared Services Governance. DIR Customers will adhere to these standards. Any exceptions will follow governance request processes.
- (c) DIR Customer shall ensure network connectivity and sufficient bandwidth to meet DIR Customer’s needs.
- (d) DIR Customers will collaborate with SCPs to establish and leverage standard, regular change windows to support changes to enterprise systems. These change windows will be constructed to support varying degrees of service impact, from planned down-time to no service impact. Standard enterprise changes during these windows may affect all systems in one or more of the consolidated data centers simultaneously.
- (e) DIR Customers will support the consolidation of commodity services into shared enterprise solutions that leverage common management and configuration practices delivered by the service providers. Examples of such commodity services are SMTP mail relay and DNS management.

- (f) DIR Customers will support and align with standard enterprise Service Responsibilities Matrixes and associated processes for obtaining an exception or making improvements to the standard enterprise Service Responsibility Matrixes.

3.5 DIR Customer Equipment and Facilities

Any use by SCPs of DIR Customer Equipment and/or Facilities shall be limited to the purpose of fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

DIR Customer will retain ownership of DIR Customer Equipment. DIR Customer shall comply with DIR refresh policies, as amended from time to time by DIR.

3.6 DIR Customer Contracts, Leases, and Software with Third Parties

DIR Customer will make available for use or use its best efforts to cause to be made available for use by DIR and/or SCPs the DIR Customer Contracts and Leases with third parties (“DIR Customer Third Party Contracts and Leases”) and DIR Customer third party software (“DIR Customer-Licensed Third Party Software”) that pertain to the Shared Services. Any use by DIR and/or SCPs of DIR Customer Third Party Contracts and Leases and/or DIR Customer-Licensed Third Party Software shall be limited to fulfilling the requirements of this ILC or the DIR Shared Services Contracts.

SCPs shall obtain all Required Consents in accordance with DIR Shared Services Contracts. DIR Customer will use its best efforts to assist SCPs to obtain from each Third Party Software licensor the right to use the DIR Customer-Licensed Third Party Software for Services provided under the DIR Shared Services Contracts. Except to the extent expressly provided otherwise and in accordance with the DIR Shared Services Contracts, SCPs shall pay all transfer, re-licensing, termination charges and other costs or expenses associated with obtaining any Required Consents or obtaining any licenses or agreements as to which SCPs are unable to obtain such Required Consents. If requested by DIR, DIR Customer shall cooperate with SCPs in obtaining the Required Consents by executing appropriate DIR approved written communications and other documents prepared or provided by SCPs.

3.7 Security

DIR Customer shall comply with recommended relevant security standards and relevant SCP security guides, as amended from time to time by DIR, the MSI, or the SCP. DIR Customer shall inform DIR as to any DIR Customer specific security considerations.

DIR Customer acknowledges that any failure on its part to follow recommended security standards, policies, and procedures may place its own data and operations at risk as well as those of SCP(s) and other governmental entities. DIR Customer accepts the related potential risks and liabilities that are created by DIR Customer’s failure to comply with the recommendations if it is determined such recommendations would have prevented an issue. DIR accepts no responsibility for the risk or liability incurred due to a DIR

Customer's decision to not follow DIR's recommendations. SCP will not be liable for violations of security policies and procedures by DIR Customer. Additionally, failure to comply with security standards, policies, and procedures may lead to the suspension or termination of the availability of certain Applications and services. SCP will give DIR and the DIR Customer notification of non-compliance.

SECTION IV CONTRACT AMOUNT

In accordance with terms of the DIR Shared Services Contracts, including all relevant pricing and accepted Request for Services proposals, and this ILC, DIR Customer shall be responsible for and agrees to pay DIR the applicable Charges for Services received from the SCPs and the MSI, Services DIR Customer agrees to pre-pay, the DIR recovery fees, any allocated charges, and any Pass Through Expenses incurred by DIR or SCPs on behalf of DIR Customer. The applicable fees are set out in the relevant DIR Shared Services Contracts as incorporated herein and, if applicable, specifically addressed in response to any Request for Services. Certain pricing is based upon DIR Customer's specific consumption; therefore, DIR Customer controls the amounts and duration of the contract amounts. It is understood and agreed that amounts are subject to change depending upon Services required and/or requested and approved and further dependent upon legislative direction and appropriations available for such Services.

Attachment A provides the estimated spend for services as approved by DIR Customer. DIR Customer may complete this form, as may be required by DIR Customer's own processes and procedures, and submit it to DIR. This form may be revised and updated by DIR Customer at any time as needed without a formal amendment from DIR by DIR Customer submitting to DIR an updated form. DIR Customer must adhere to its own policies and processes for authorizing an adjustment to such amounts internally. DIR Customer is solely responsible for monitoring compliance with Attachment A and to communicate any changes to Attachment A to DIR. DIR shall not be responsible for monitoring or ensuring such compliance.

SECTION V PAYMENT FOR SERVICES

DIR shall electronically invoice DIR Customer for Services on a monthly basis. Certain Services may not require Customer payment and, thus, may not be invoiced. Each invoice shall include the applicable monthly charges for Services received from the SCPs, the DIR recovery fees, all allocated charges, and any Pass-Through Expenses incurred by DIR or SCPs on behalf of DIR Customer in accordance with the DIR Shared Services Contracts.

The DIR recovery fees shall be reviewed at least annually in accordance with the requirements for billed statewide central services as set forth in OMB Circular A-87, Cost Principles for State, Local and Indian Tribal Governments (as updated, revised or restated) and other applicable statutes, rules, regulations and guidelines. DIR shall retain

documentation for the DIR recovery fees. DIR fees are also determined and reported in accordance with DIR processes and sections 2054.0345-0346 of the Texas Government Code.

Each invoice shall include sufficient detail for DIR Customer to allocate costs to all federal and state programs in accordance with the relative benefits received and to make federal claims according to the federal cost plan of DIR Customer.

In order to allow DIR to meet the statutory payment requirements in Chapter 2251, Texas Government Code, DIR Customer shall make monthly payments by check or Electronic Funds Transfer (EFT) within twenty (20) days following receipt of each invoice from DIR. For purposes of determination of the payment due date, DIR and DIR Customer shall use the date when the invoice is electronically transmitted by DIR to DIR Customer and posted on the chargeback system along with reports that substantiate the service volumes and associated charges. Although cash flow considerations require timely payments as required herein, the rights of DIR Customer and DIR to dispute charges shall be consistent with Texas law.

The MSI SCP is required to develop and maintain a chargeback system. DIR shall coordinate requirements and functionality for the chargeback system with DIR Customer needs and requirements under federal and state requirements for invoiced charges generated through the system. DIR Customer shall utilize this chargeback system to link the designated measurable activity indicators (such as applications or print jobs) with the appropriate financial coding streams. DIR Customer shall update this information monthly, or at such other intervals as are necessary, to enable the MSI SCP to generate accurate invoices reflecting the appropriate distribution of costs as designated by DIR Customer.

DIR Customer is liable for all costs and expenses associated with providing Services under the ILC to the extent such costs and expenses have been incurred by DIR and such Services have been provided to DIR Customer or DIR Customer agrees to pay for such Services prior to receiving them.

Except as allowed in Texas Government Code, Chapter 2251, DIR Customer shall have no right to set off, withhold or otherwise reduce payment on an invoice. In accordance with Texas Government Code, Section 791.015, to ensure enforceability of payment obligations, DIR Customer consents to DIR presenting this ILC and all unpaid invoices to the alternate dispute resolution process, as set forth in Chapter 2009, Texas Government Code. Provided, however, that such consent shall not constitute an agreement or stipulation that Services have been provided or that the invoices are correct. DIR Customer expressly retains all rights to which it is entitled under Texas Government Code, Chapter 2251, in the event of a disagreement with DIR as to whether Services have been provided and accepted or an invoice contains an error.

If DIR Customer disputes an invoice, it shall present the billing dispute in writing directly to the MSI through the Service Catalog within four (4) invoice cycles after the date DIR Customer receives the invoice and reports that substantiate the service volumes and

associated Charges from DIR. DIR Customer will provide to the MSI all relevant documentation to justify the billing dispute.

SECTION VI TERM AND TERMINATION OF CONTRACT AND SERVICES

6.1 Term and Termination of ILC

The term of this ILC shall commence upon start of services or execution of this ILC, whichever shall come earlier, and shall terminate upon mutual agreement of the Parties.

This ILC is contingent on the continued appropriation of sufficient funds to pay the amounts specified in DIR Customer's Requests for Services, including the continued availability of sufficient relevant federal funds if applicable. Continuation of the ILC is also contingent on the continued statutory authority of the Parties to contract for the Services. If this ILC is terminated for any reason other than lack of sufficient funds, lack of statutory authority, or material breach by DIR, DIR Customer shall pay DIR an amount sufficient to reimburse DIR for any termination charges and any termination assistance charges incurred under the DIR Shared Services Contracts and this ILC as a result of such termination by DIR Customer. DIR Customer shall provide at least ninety (90) days' written notice to DIR prior to termination. Payment of such compensation by DIR Customer to DIR shall be a condition precedent to DIR Customer's termination.

DIR and DIR Customer acknowledge and agree that compliance with federal law and ongoing cooperation with federal authorities concerning the expenditure of federal funds in connection with the DIR Shared Services Contracts and this ILC are essential to the continued receipt of any relevant federal funds.

6.2 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant Shared Services Contract, SMM, or the approved services proposal and related terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

SECTION VII MISCELLANEOUS PROVISIONS

7.1 Public Information Act Requests

Under Chapter 552, Texas Government Code (the Public Information Act), information held by SCPs in connection with the DIR Shared Services Contracts is information collected, assembled, and maintained for DIR. DIR shall respond to Public Information Act requests for SCP information. If DIR Customer receives a Public Information Act request for SCP information that DIR Customer possesses, DIR Customer shall respond to the request as it relates to the information held by DIR Customer. Responses to requests for confidential information shall be handled in accordance with the provisions of the Public Information Act relating to Attorney General Decisions. Neither Party is authorized to receive or respond to Public Information Act requests on behalf of the other. If SCP or DIR receives a Public Information Act request for information or data owned by DIR Customer, DIR or SCP will refer the requestor to DIR Customer.

7.2 Inventory Control

DIR shall coordinate financial accounting and control processes between DIR Customer and SCPs and ensure inclusion of reasonable control and reporting mechanisms, including any control and reporting mechanisms specifically required by DIR Customer, in the Service Management Manual. Such procedures shall specifically recognize DIR Customer requirements for inventory control and accounting for state owned and leased equipment and facilities, including hardware, software, contracts, and other items of value that may be utilized by, or authorized for use under the direction and control of SCPs.

7.3 Confidential Information

DIR shall require SCPs to maintain the confidentiality of DIR Customer information to the same extent that DIR Customer is required to maintain the confidentiality of the information, and with the same degree of care SCPs use to protect their own confidential information. DIR acknowledges that DIR Customer may be legally prohibited from disclosing or allowing access to certain confidential data in its possession to any third party, including DIR and SCPs. The relevant SMM shall document detailed confidentiality procedures, including the process DIR Customer shall follow to identify confidential information it is legally prohibited from disclosing or allowing access to by DIR and SCPs and including confidentiality procedures required that are specific to DIR Customer. The DIR Shared Services Contracts sets forth the confidentiality obligations of SCPs.

DIR Customer shall notify DIR, in writing, (1) if DIR Customer is a covered entity subject to the Health Insurance Portability and Accountability Act (HIPAA) privacy regulations at 45 Code of Federal Regulations Parts 160 and 164, that is required to enter into a business associate agreement with DIR or SCPs; (2) if DIR Customer receives Federal tax returns or return information; and (3) if DIR Customer is subject to any other requirements specific to the provision of Services. If DIR Customer receives federal tax returns or return information, then DIR Customer must comply with the requirement of IRS Publication 1075 and Exhibit 7 to IRS Publication 1075. In the event a DIR customer is subject to additional requirement as mentioned in this section, DIR shall require SCPs to maintain the confidentiality of DIR Customer information in accordance with language

included in Attachment B of this agreement. Such additional requirements as is included in Attachment B of this agreement shall be included in the relevant SMM.

7.4 Notification Information

Contact information for purposes of notification for each Party is set forth below.

DIR Customer's Primary Contact

Name: Dr. Oscar Rico
Title: Executive Director of Technology Services
Address: 7965 Artcraft Rd. El Paso, TX 79932
Telephone: 915-877-7575
Email: orico@canutillo-isd.org

DIR's Primary Contact

sharedservicescontractoffice@dir.texas.gov

The DIR Billing Contact is listed in the DIR Contacts section of the monthly Shared Services Payment Guidance letter, which is provided to the DIR Customer with the monthly Shared Services invoice.

7.5 Binding Effect

The Parties hereto bind themselves to the faithful performance of their respective obligations under this ILC.

7.6 Amendments

This ILC may not be amended except by written document signed by the Parties hereto or as specified within this ILC or the attachment being amended.

7.7 Conflicts between Agreements

If the terms of this Contract conflict with the terms of any other contract between the Parties, the most recent contract shall prevail. This Contract provides a general description of certain terms within the DIR Shared Services Contracts. If the terms of this Contract conflict with the terms of the DIR Shared Services Contracts, the DIR Shared Services Contracts' terms shall prevail. If the terms of this Contract conflict with the terms of an accepted proposal or solution from a Request for Services, this Contract shall prevail.

7.8 Responsibilities of the Parties

The Parties shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations and with the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the ILC. The parties do not intend to create a joint venture. Each Party acknowledges it is not an agent, servant or employee of the other. Each Party is responsible for its own acts and deeds and for those of its agents, servants and employees. Notwithstanding the foregoing, DIR will cooperate with DIR Customer in all reasonable respects to resolve any issues pertaining to federal funding in connection with this ILC or the DIR Shared Services Contracts.

DIR and DIR Customer agree that Services contemplated in this ILC shall be governed by provisions in the DIR Shared Services Contracts regarding individual responsibilities of the parties, including Services provided by the SCPs. DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM (s) and as provided by DIR. In the event DIR Customer actions, failure to perform certain responsibilities, or Request for Services result in financial costs to DIR, including interest accrued, those costs shall be the responsibility of DIR Customer. DIR and DIR Customer shall coordinate and plan for situations where conflicts, failure to perform or meet timely deadlines, or competition for resources may occur during the term of this contract. Unless otherwise specifically addressed, the governance process, addressed above, for the DIR Shared Services Contracts shall be used for issue resolution between DIR Customers, DIR and DIR SCPs.

7.9 Audit Rights of the State Auditor's Office

In accordance with Section 2262.154, Texas Government Code and other applicable law, the Parties acknowledge and agree that: (1) the state auditor, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees may conduct audits or investigations of any entity receiving funds from the state directly under the Contract or the DIR Shared Services Contracts, or indirectly through a subcontract under the DIR Shared Services Contracts; (2) that the acceptance of funds directly through this Contract or indirectly through a subcontractor under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, the Parties' internal auditors, and if applicable, the Office of Inspector General of DIR Customer or their designees to conduct audits or investigations in connection with those funds; and (3) that the Parties shall provide such auditors or inspectors with access to any information considered relevant by such auditors or inspectors to their investigations or audits.

7.10 General Terms

Except as expressly provided herein, no provision of this ILC will constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies or immunities available to DIR Customer. The failure to enforce or any delay in the enforcement of any privileges, rights, defenses, remedies, or immunities available to DIR Customer by law will not constitute a waiver of said privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel. Except as expressly provided herein, DIR

Customer does not waive any privileges, rights, defenses, remedies or immunities available to DIR Customer.

This Customer Agreement will be construed and governed by the laws of the State of Texas. Venue for any action relating to this Customer Agreement is in Texas state courts in Austin, Travis County, Texas, or, with respect to any matter in which the federal courts have exclusive jurisdiction, the federal courts for Travis County, Texas.

If one or more provisions of this ILC, or the application of any provision to any Party or circumstance, is held invalid, unenforceable, or illegal in any respect, the remainder of this ILC and the application of the provision to other Parties or circumstances will remain valid and in full force and effect.

Signatory Warranty

Each signatory warrants requisite authority to execute the ILC on behalf of the entity represented.

**SECTION VIII
CERTIFICATIONS**

The undersigned Parties hereby certify that: (1) the matters specified above are necessary and essential for activities that are properly within the statutory functions and programs of the affected agencies of State Government; (2) this ILC serves the interest of efficient and economical administration of State Government; and (3) the Services, supplies or materials in this ILC are not required by Section 21, Article 16 of the Constitution of Texas to be supplied under contract given to the lowest responsible bidder.

IN WITNESS WHEREOF, the Parties have signed this ILC effective on date of last signature below.

RECEIVING ENTITY: CANUTILLO INDEPENDENT SCHOOL DISTRICT

By: _____

Printed Name: Martha Piekarski

Title: Chief Business Officer

Date: _____

PERFORMING AGENCY: DEPARTMENT OF INFORMATION RESOURCES

By: _____

Printed Name: Dale Richardson

Title: Chief Operating Officer

Date: _____

Legal: _____

Attachments to ILC

Attachment A Estimated Spend Form – (Customer may provide Attachment A to DIR if required by their processes.)

Attachment B Additional Confidentially Requirements – (As necessary and described in Section 7.3, Confidential Information)

Attachment A
Estimated Spend Form

*This form is to be used as needed by the DIR Customer to capture spend within the Shared Services Program. This amount may be based upon the DIR Customer's biennial budget(s).

Below are the estimated spend amounts for certain DIR Shared Services received through this ILC and may change based upon DIR Customer consumption. This amount is to be managed and monitored solely by the DIR Customer. Amounts may be transferred by the DIR Customer that change this amount. Such increases or decreases are strictly within the control of the DIR Customer.

DIR Customer is required to pay for any costs incurred in accordance with this ILC and the related DIR Shared Services Contracts regardless of the estimated spend amounts reflected herein.

Updates to this form may be executed through written notice by the DIR Customer to DIR.

Costs, such as incremental network expenses, which are billed directly to or paid by the DIR Customer, are not included in these amounts.

For the period MONTH DAY, YEAR through MONTH DAY, YEAR the estimated spend is \$XX,XXX as the spend applies to _____ Services.

DIR Customer acknowledges and agrees that the responsibility to manage, monitor, and change the amounts contained in this form are the sole responsibility of the DIR Customer. Further, each signatory warrants requisite authority to execute any changes to this Attachment A in accordance with the DIR Customer's applicable approval processes.

By: _____

Printed Name: _____

Title: _____

Date: _____

Attachment B
Additional Confidentiality Requirements

NONE.

MANAGED SECURITY SERVICES TERMS AND CONDITIONS

This agreement is part of and incorporated within the Interagency/Interlocal Contract ("Contract") that has been entered into by the contracting parties. DIR Customer acknowledges and agrees that this Contract is with DIR and, therefore, DIR Customer does not have privity of contract with the SCPs.

Capitalized terms not defined herein shall have the meaning set forth in the relevant DIR Shared Services Contract.

DIR Customer agrees to the following conditions for receiving Managed Security Services:

1. Conditions for Providing Security Services

1.1 Access

DIR and/or Service Component Provider (SCP) shall use the Internet for primary access to DIR Customer's systems unless otherwise noted and agreed upon. DIR Customer shall not employ special access restrictions against DIR and/or Service Component Provider that it does not apply to the rest of the public network over the course of regular business.

1.2 Network Control

DIR Customer must inform DIR if DIR Customer does not control its network access and/or its Internet service is provided via a third party. DIR Customer is responsible for obtaining all necessary approvals. DIR Customer shall provide all necessary contact information for the third parties that control its network access, Internet service, and/or web applications. DIR Customer's emergency contact list shall include primary and secondary staff capable of administering DIR Customer computer systems specific to the type of services being requested or required.

1.3 Disclosure of Objectionable Material

In conducting the services authorized by DIR Customer, DIR may inadvertently uncover obscene, excessively violent, harassing, or otherwise objectionable material that may violate State or Federal law, including material that may infringe the intellectual property of a third party on DIR Customer devices or networks. DIR shall notify DIR Customer's Executive Director or highest level executive of the existence of all such objectionable and/or potentially illicit material so that DIR Customer may deal with the objectionable and/or potentially illicit material as it deems appropriate.

If DIR accesses child pornography, as defined in the Child Sexual Exploitation and Pornography Act, 18 U.S.C., Chapter 110, in conducting approved Services, DIR shall report such to DIR Customer's Executive Director or highest level executive and an appropriate law enforcement agency and provide the law enforcement agency access to the visual depictions of child pornography.

If DIR accesses information that they perceive as a serious threat to human life or safety in conducting the approved Services, DIR shall report such threat to an appropriate law enforcement agency and DIR Customer's Executive Director or highest-level executive.

1.4 No Warranties and Limitation of Liability

DIR makes no representation or warranty that its security services will disclose, identify, or prevent all vulnerabilities. DIR hereby disclaims all warranties, both express and implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. In no event shall DIR be liable for damages of any kind or nature that may arise from the services provided by DIR or DIR's Service Component Provider or Service Provider.

1.5 Service Interruption

DIR will endeavor not to disrupt DIR Customer's services and to adhere to best practices for all work performed. However, tools or services may affect the serviceability of poorly configured or overextended systems or services. It is possible that control of DIR Customer's system may be lost. For any testing that DIR may be conducting, DIR endeavors to use the safest methods to compromise DIR Customer's systems; however, DIR Customer should be prepared to restore a damaged system from a recent, acceptable backup within an acceptable time as determined by DIR Customer. During any testing DIR may conduct, DIR will NOT conduct any deliberate Denial-of-Service attack. DIR Customer agrees not to hold DIR liable in the event of any service interruption(s) that may arise as a result of performance of any Services. If either party becomes aware of a service interruption, that party will notify the other party's emergency contact.

1.6 Termination of Services

If DIR Customer terminates certain Services, that it requested and approved, for convenience, DIR Customer shall pay the remaining requisite unrecovered costs that have already been incurred prior to the notice of termination, such unrecovered costs will be calculated in accordance with the relevant DIR Shared Services Contract, SMM, or other DIR Customer approved terms. DIR Customer understands that it may not be able to terminate services or receive any refund of a pre-payment after approving the relevant financial solution.

2. DIR and DIR Customer Responsibilities

2.1 DIR Customer agrees as follows to the extent assessment Services are requested or required:

- a) DIR Customer responses to information requests and artifacts gathering pertinent to this security and risk assessment will be timely;
- b) The artifacts data are reasonably available via interviews and documents review;
- c) DIR Customer will make available the necessary Subject Matter Expert (SME) with required expertise to work with the SCP Assessment Team and will remain available thru the duration of the assessment;
- d) DIR Customer SME will be available when required for interaction with the SCP Assessment Team and that all the interviews will be conducted over the number of consecutive days as established during the project planning and scheduling phase;
- e) DIR Customer is responsible for the coordination and scheduling of resources and providing meeting facilities as necessary;
- f) Deliverables will be complete when DIR Customer has approved in writing that the deliverable meets the acceptance criteria;
- g) All document deliverables must be in formats (hard copy and/or electronic) as specified by DIR Customer. At a minimum, the formats must be in industry-accepted standards (e.g., MS Word, MS PowerPoint MS Project);
- h) DIR Customer will assist with meeting coordination for meetings between DIR Customer Key Personnel and DIR and the Service Provider and other staff to gather requirements and other activities;
- i) DIR may receive final copies of reports if DIR is paying for the assessment.

2.2 Penetration Testing

2.2.1 DIR Customer agrees as follows to the extent penetration testing (“PT”) is requested or required:

- a) SCP may conduct a passive scan to determine the number of live IPs within the Customer designated IP range.
- b) DIR Customer shall not intentionally place an unsecured system or device in the test scope.
- c) If DIR Customer detects SCP testing activities, DIR Customer technical staff shall follow standard operating procedures and policies.

2.3 DIR Customer Compliance

DIR Customer shall comply with all policies, procedures, and processes in the relevant SMM(s) and as provided by DIR.

Board of Trustees

Meeting Date: 8/22/2023

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Recommendation to approve the interlocal agreement between Canutillo ISD and El Paso County Juvenile Justice Alternative Education Program (JJAEP) for the 2023-2024 school year.

Justification Statement: Per FODA (Legal), the district and the county shall enter into a joint Interlocal Agreement for students who have been placed in JJAEP to receive grade level instruction.

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

Staff Responsible: Dr. Monica Reyes, Executive Director, Student Support Services
Signature of Requester(s) [Signature] 7/31/2023
Signature of Presenter(s) [Signature]
Elizabeth B. Sida 8/4/2023
Business Services Approval (Initials) Date

Agenda Summary:

Per FODA (Legal), the district and the county shall enter into a joint Interlocal Agreement for students who have been placed in JJAEP to receive the continuation of grade level instruction.

RECOMMENDATION: It is Administration's recommendation to approve the Interlocal Agreement with El Paso County Juvenile Justice Alternative Education.

PRIOR BOARD ACTION: Yes AWARDED: 9/27/22 AWARDED AMOUNT: N/A

AMOUNT(S): N/A

ACCOUNT NO(S): N/A

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

REQUESTING DEPARTMENT: Student Support Services Department

CONSEQUENCES OF NON-APPROVAL: Students will not be placed in JJAEP as required under the Texas Education Code, Chapter 37 and will not have the opportunity to receive grade level instruction.

IMPLEMENTATION TIMELINE: 2023-2024 school year

ATTACHMENT(S): ✓ Interlocal Agreement between Canutillo ISD and the El Paso County Juvenile Justice Alternative Education and Exhibits A through G and Exhibit G-1



Juvenile Justice Alternative Education Offense Codes

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

**New items shown in italics*

Offense Code	Offense Description (Updates are in Italics)	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 A(1)]	Mandatory
37.007A12B	<i>Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18)</i>	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02(a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer (Penal Code 46.05 (a) (1)(D)) (37.007 A(1))	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
37.007A15J	<i>Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]</i>	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007D(M)	Retaliation	Mandatory
37.007B1	Felony Terroristic Threat	Mandatory
37.007E	Federal Firearm	Mandatory



César Chávez Academy



7814 Alameda Ave., El Paso, TX 79915
Main: (915) 434-9600 Fax: (915) 434-9833

Reason Code: _____
Action Code: _____

Intake Date: _____ Time: _____
Exit Date: _____

REVISED 2/22/22

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

504: Yes / No Manifestation Date: _____

MD ARD Date: _____ **BIP: Yes / No**

GT: Yes / No Furlough: _____ Exit: _____ Date: _____

English Language Learner: Yes/No

- | | |
|--|--|
| <input type="checkbox"/> Birth Certificate | <input type="checkbox"/> Grades in Progress |
| <input type="checkbox"/> Social Security | <input type="checkbox"/> Latest Grade Report (9 weeks report card) |
| <input type="checkbox"/> Student Demographic (copy of enrollment card) | <input type="checkbox"/> Home Language Survey Card |
| <input type="checkbox"/> Discipline History | <input type="checkbox"/> Course History/Transcript (high school only) |
| <input type="checkbox"/> Copy of JJAEP offense discipline referral | <input type="checkbox"/> Audit Sheet (high school only) |
| <input type="checkbox"/> Immunization Record | <input type="checkbox"/> STAAR/SAT/ACT/EOC Scores |
| <input type="checkbox"/> Class Schedule | <input type="checkbox"/> 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



Juvenile Justice Alternative Education Program Monthly Activity Report

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

County: _____ Date: _____

Person Preparing Form: _____ Title: _____

Month Ending: _____ Phone: _____

<i>Activity During the Reporting Period</i>	<i>Mandatory Expulsions</i>	<i>Discretionary Expulsions</i>	<i>Other Students*</i>
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

6/7/2023



THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT



Contents

TEXAS JUVENILE JUSTICE DEPARTMENT STANDARDS §348	3
§348.102 DEFINITIONS.....	3
§348.104 INTERPRETATION AND APPLICABILITY	4
§348.106 WAIVERS AND VARIANCES	4
§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION	5
(a) Mission of the JJAEP.....	5
(d) Research Studies and Experimentation.....	6
(e) JJAEP Performance Review.....	7
348.104 (f) MANAGEMENT REVIEW.	8
348.200 (g) REQUIRED STAFF MEMBERS.....	9
PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR	9
348.200 (2) INSTRUCTIONAL STAFF MEMBERS.	10
(3) CASEWORKERS.	11
(h) VERIFICATION DOCUMENTATION.	12
§348.202 PERSONNEL ADMINISTRATION.....	14
(a) PERSONNEL RECORDS.....	14
(c) NEW EMPLOYEE ORIENTATION	15
(d) CRIMINAL HISTORY AND BACKGROUND CHECKS.....	16
DISQUALIFYING CRIMINAL HISTORY	17
§348.204 DATA COLLECTION AND CASE FILE INFORMATION.....	17
(a) DATA COLLECTION AND REPORTING.	18
(b) ENGLISH AS A SECOND LANGUAGE (ESL).	23
(c) SECTION-504-ELIGIBLE STUDENTS.	23
(e) COUNSELING.....	24
(f) MEALS.....	25
(g) MEDICAL.....	26
§348.212 INTER-LOCAL COOPERATION.....	29
§348.214 PHYSICAL PLANT POLICY	35
§348.216 SAFETY, SECURITY AND EMERGENCY RESPONSES	37
(a) SECURITY PLAN.	37
SCHOOL BUS TRANSPORTATION	38
EMERGENCY SITUATIONS:.....	39
F. MEDICAL EMERGENCIES.....	43
JJAEP CLOSURE	45
SEARCHES	47
PROCEDURE-CLOTHED/PATDOWN SEARCHES	48
CONTRABAND	49

DISCIPLINARY OFFENSES.....	51
WEAPONS.....	51
§348.218 RESTRAINT REQUIREMENTS.....	52
MECHANICAL RESTRAINTS.....	53
APPROVED PERSONAL RESTRAINT TECHNIQUE.....	53
Restraint Prohibitions.....	55
Restraint Documentation.....	55
SERIOUS INCIDENTS.....	56
358 ANE DEFINITIONS.....	56
POLICY.....	58
APPLICABILITY:.....	59
SIGNAGE:.....	59
§358.300 IDENTIFYING AND REPORTING ABUSE, NEGLECT OR EXPLOITATION, AND DEATH:.....	59
1. Duty to Report:.....	59
2. Reporting Time Frames:.....	59
3. Methods for Reporting:.....	60
§358.320. CONTACT TO PARENTS BY SCHOOL ADMINISTRATOR.....	60
§358.340. PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS.....	60
§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM:.....	60
§358.400 INTERNAL INVESTIGATIONS:.....	61
INTERNAL INVESTIGATOR(S).....	61
INTERNAL INVESTIGATION PROCEDURES.....	61
ALLEGATIONS AGAINST EMPLOYEES:.....	62
WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS.....	62
ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS:.....	63
§358.460 CORRECTIVE MEASURES.....	63
§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q).....	63
CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:.....	63
§358.840 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT.....	64
§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION.....	65
§358.600 SERIOUS INCIDENTS.....	65
§358.320 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS.....	65
§348.224 STUDENT CODE OF CONDUCT.....	66
A. ADOPTION.....	66
B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN.....	66
C. DISCIPLINE AND SANCTIONS.....	67
D. DISCIPLINE MANAGEMENT TECHNIQUES.....	67
§348.300 TJJD PERFORMANCE REPORTS.....	73

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.

Texas Education Code Section 37.011(h) requires on an annual basis, the Texas Juvenile Justice Department (TJJD), with the agreement of the Commissioner of Education, to develop and implement a system of accountability consistent with Chapter 37 of the Texas Education Code to ensure that students make progress toward grade level while attending the Juvenile Justice Alternative Education Programs (JJAEP).

§348.102 DEFINITIONS

When used in this chapter, the following words and terms have the following meanings unless the context clearly indicates otherwise.

- (1) Absent Days**--The actual number of instructional days a student is enrolled and not in attendance at the JJAEP for a minimum of four (4) hours per day.
- (2) Attendance Days**--The actual number of instructional days a student is enrolled and in attendance at the JJAEP for a minimum of four (4) hours per day.
- (3) Community Activities Officer**--The definition assigned by [§344.100 of this title](#).
- (4) Inactive Status**--Attendance status assigned to a student in which the student remains enrolled but is not counted as absent or present from the JJAEP.
- (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**--All full-time, part-time, temporary, seasonal employees and volunteers 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 [§344.100 of this title](#).
- (11) Juvenile Probation Officer**--The definition assigned by [§344.100 of this title](#).
- (12) Juvenile Supervision Officer**--The definition assigned by [§344.100 of this title](#).
- (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**--Student's term of expulsion has expired or has been terminated early by the home school district.
 - (B) Completed program/term of probation expired**--Student has returned to home school district due to expiration of probation order or term of probation placement in JJAEP ended.
 - (C) Completed program/term of placement ended**--Student returned to home school district due to termination of expulsion status and probation status.
 - (D) GED Completion**--Student has successfully tested and ¹¹⁹passed the high school equivalency examination.

- (E) Graduated--Student has completed all necessary requirements to receive a high school diploma.
- (F) Left Program Incomplete--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--A student who left the program due to out of county move, death, medical reason, other non-delinquency reason or withdrew to enroll in another educational program that is not provided by the student's home district (i.e., expelling school).

§348.104 INTERPRETATION AND APPLICABILITY

(a) When used in this chapter, the words “including” and “includes” are to be understood as introducing a non-exhaustive list, unless the context clearly indicates otherwise. (b) **Applicability.** This chapter applies to JJAEPs operated under [Section 37.011, Education Code](#). (c) **Records Retention.** For purposes of this chapter, any standard that requires documentation to be maintained but does not specify the length of the retention period means at least two years past the end of the school year in which the student exited the JJAEP unless the local records retention schedule specifies a longer retention period. (d) **Policies and Procedures.** Any policy or procedure required by this chapter must be established by the juvenile board that is responsible for the operation of the JJAEP. (e) **Parent Notifications.** (1) Any requirement in this chapter for the JJAEP to provide a notice to a student's parent, guardian, or custodian applies only if: (A) the student is under 18 years of age; or (B) the student is 18 years of age or older and: (i) has provided written consent; (ii) the student has a disability and has authorized the parent, guardian, custodian, or other designated individual to receive the notification under a supported decision-making agreement, as referenced in [Chapter 1357, Estates Code](#); (iii) the student is a dependent student as defined in [Section 152 of the Internal Revenue Code](#) and the notice relates to education services; or (iv) the notification is one that the parent would have received under the Individuals with Disabilities Education Act before the student reached 18 years of age. (2) Any notifications provided under paragraph (1)(B) of this subsection to a parent, guardian, or custodian without the written consent of a student who is at least 18 years of age must also be provided to the student.

§348.106 WAIVERS AND VARIANCES

Unless expressly prohibited by another TJJD standard, an application for a waiver or variance of any standard in this chapter may be submitted in accordance with [§349.200 of this title](#).

The El Paso County Juvenile Board may make an application to TJJD for a waiver of a standard or standards under this Chapter; excluding statutory and constitutional requirements. The Juvenile Board shall submit a plan to adopt said standard or standards by a certain date and include an explanation regarding why immediate compliance is impossible. Waivers may be granted for a period not to exceed two (2) years. Waivers may be granted pursuant to a grant contract with counties that are not required to operate a JJAEP. In the event a waiver variance is deferred by the TJJD to the local juvenile board, as may be the case during a pandemic or natural disaster, the Juvenile Court Judge may allow such waivers of certain standards that cannot be met during designated time frames.

§348.200 PROGRAM ADMINISTRATION AND ORGANIZATION

(a) Mission of the JJAEP. (1) Academically, the mission of the JJAEP shall be to enable students to perform at grade level. (2) The mission statement must be located in the JJAEP's policies and procedures manual and in the student code of conduct. **(b) Policies and Procedures.** (1) The JJAEP must: (A) have written policies and procedures that govern all aspects of the operation of the program, including personnel, administration, programming, training, and any other program requirement included in this chapter; (B) be operated according to the written policies and procedures; and (C) submit the written policies and procedures to TJJD for review and comment at the following times: (i) no later than October 1 of each year; and (ii) upon request from TJJD. (2) The written policies and procedures must be readily accessible to every JJAEP staff member. **(c) Memorandum of Understanding.** (1) The juvenile board must annually enter into a memorandum of understanding with each participating school district. The memorandum of understanding must address the items listed in [Section 37.011\(k\), Education Code](#). (2) The memorandum of understanding must be submitted to TJJD annually no later than October 1.

The El Paso County Juvenile Board is responsible for approving and implementing the policy and procedures for the Juvenile Justice Alternative Education Program (JJAEP). The El Paso County Juvenile Justice Alternative Education Program must abide by such said policies addressing the entire operation of the program. The JJAEP Administrator shall ensure written policies and procedures are made available to all JJAEP employees and documentation of acknowledgment of receipt will be maintained in the staff personnel or training file.

YISD JJAEP will provide facilities, personnel, and services necessary to operate on the Board's behalf, a JJAEP approved by the Texas Juvenile Justice Department as outlined under Chapter 348 as permitted by § 37.011(e) of the Tex. Educ. Code ("JJAEP Services"). The educational components, to include but not limited to online instruction and distance learning, of the JJAEP shall be subject to the policies adopted by the YISD Board of Trustees. The JJAEP shall follow the programmatic and process components of the JJAEP as outlined in the El Paso County JJAEP Policies, Procedures and Texas Administrative Code Standards. The JJAEP school day start and end times are as follows: High School: 8:30 a.m. - 3:15 p.m.; Middle School: 8:30 a.m. - 3:45 p.m. Any deviation from scheduled times must be reported to the JJAEP Administrator.

The JJAEP must continue to provide personnel and services necessary to operate the JJAEP and implement a Continuity of Operations Plan (COOP) to provide educational services in accordance with the Texas Education Code, Texas Education Agency, the Texas Juvenile Justice Department, Department of Public Health, and the Local Health Authority in light of any changes to the educational system, to include pandemic, or natural disaster. The YISD and JJAEP online instruction plan, curriculum, attendance records, students' progress, or lack thereof, and all other related documents must be provided to the JJAEP Administrator. In the event of a pandemic or natural disaster whereby a change occurs, YISD agrees to provide a copy of YISD JJAEP Plan of Action that outlines instructional time (synchronous/asynchronous, traditional, hybrid, online), student and staff safety plan, transportation, meal and searches plans, attendance recording keeping plan, and other matters related to operations before the beginning of the school year and as the plan is revised throughout the school year in relation to JJAEP matters.

PROCEDURE

Written policies and procedures governing all facets of the operation of the program will be addressed to include, but not limited to areas of personnel, administration, programming, training, and standards under Chapter 348 of the Texas Administrative Code. The El Paso County JJAEP Policies are incorporated as **EXHIBIT A** of the Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services to facilitate compliance and clarify policy and TJJD and YISD expectations. The JJAEP Policy and Procedures must be submitted to TJJD for review no later than October 1 of each year and upon request.

1. JJAEP Policies and Procedures, JJAEP Student Code of Conduct and applicable program forms will be copied onto electronic storage devices and provided to the JJAEP Campus for provision to newly hired regular status employees, temporary employees, and short and long term substitutes prior to working with JJAEP students.
2. The JJAEP Summary of Policies and Procedures (**APPENDIX A**) and JJAEP Student Code of Conduct (**APPENDIX B**) will be reviewed by a Campus Administrator or designee prior to having any contact with JJAEP students for all employees working with JJAEP students.

3. In order to facilitate proper review of JJAEP policies, this activity will be done upon the employee (regular status ISD or any substitute) first presenting at the JJAEP Campus with instructions given to review policies prior to the scheduled JJAEP Orientation training.
4. The JJAEP Summary of Policies and Acknowledgment Form (**APPENDIX C**) will be signed and dated by all new incoming regular status employees, temporary employees, and short and long term substitutes to support compliance pursuant to §348.202 and §348.224 of the Texas Administrative Code. Said forms also instruct employees to review entire policies prior to JJAEP New Employee Orientation (NEO).
5. Short term operational staff substitutes assigned to the JJAEP for less than six (6) weeks will be required to review and acknowledge electronic receipt of the JJAEP Summary Form of Policies and Procedures and Student Code of Conduct but will not be required to attend the JJAEP New Employee Orientation.
6. All other employees to include new regular status ISD employees and long term substitutes assigned or expected to work at the JJAEP for more than six (6) weeks (continuous or intermittent) must attend the JJAEP New Employee Orientation within two (2) weeks of JJAEP assignment in order to comply with the JJAEP standards.
7. The JJAEP Administrator or designee will conduct the orientation training and will review the priority areas of the JJAEP policies as part of the required JJAEP orientation training.
8. As part of the JJAEP annual refresher and staff development training scheduled at the beginning of the school year, the JJAEP Administrator will also provide all JJAEP staff with an electronic storage device containing the TJJD standards along with the JJAEP Policies and Procedures, the JJAEP Student Code of Conduct, the current Interlocal Agreement, applicable training power points, and all necessary forms and contact phone numbers needed for the operation of the program.
9. Upon receipt of the electronic storage device each employee will sign and date the required acknowledgment form (**APPENDIX C**).
 - a. If summary of policies and storage device is provided as part of new hire process, the Campus Administrator or designee will indicate their signature on the acknowledgment form and obtain the employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and copy forwarded to the JJAEP Administrator by the same work day. Original acknowledgment form will be maintained by the JJAEP Campus Administrator.
 - b. If electronic storage device is provided as part of the annual refresher in-person or remote training, the JJAEP Administrator will sign acknowledgment form (as the witness) and obtain employee's signature. Copies of the acknowledgment form will be provided to each employee, campus administration and original will be maintained by the JJAEP Administrator.
10. The 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 and further discussion to determine an appropriate course of action.
11. The YISD will have security and control procedures in place at every JJAEP location site. See Section 348.216: Security and Control.
12. It is the responsibility of Campus Administrators to require staff members (new and long term) to become thoroughly familiar with the JJAEP Program and the contents of the JJAEP Policies and Procedures Manual to ensure the safety of students and staff.
13. Campus Administrators must promote compliance and address staff when internal non-compliance to JJAEP standards is identified.

(d) Research Studies and Experimentation. The JJAEP must adhere to requirements established by [§341.200 of this title](#) regarding research studies and experimentation involving students in JJAEPs.

POLICY

The El Paso County JJAEP does not engage in any research programs. In the event there is a prospective research program being considered, the Chief Juvenile Probation Officer and/or Juvenile Board shall review and approve proposals for the research to ensure conformity with TJJD standards and departmental policy.

PROCEDURE

1. Students may voluntarily participate in approved research programs with the written consent of the student's parent, guardian, or custodian. A copy of the written consent of the student's parent, guardian, or custodian will be placed in the student's case. A student's non-participation must not have adverse consequences.
2. Stimulants, tranquilizers, and psychotropic drugs are NOT to be used under any circumstances for experimentation or research.
3. Participation in medical, pharmacological, and cosmetic research programs are forbidden by the department.

(e) JJAEP Performance Review. The juvenile board and the JJAEP Administrator must conduct an annual performance review of the JJAEP between the conclusion of the school year and prior to the beginning of the next school year to determine the effectiveness of the program. (1) The information reviewed must include: (A) the number of student entries and exits during the previous school year; (B) the reason for student entries and exits during the previous school year; (C) the number of students who entered the program during the previous school year who were eligible for special education services; (D) student academic performance as measured by passing rates and, if applicable, half-credits earned for students who exited the program during the previous school year; (E) attendance rates for the entire length of enrollment for students who exited the program during the previous school year; (F) assessment scores for mathematics and reading as measured by the TJJD-required pre-test and post-test scores, if applicable, for students who exited the program during the previous school year; (G) the number of new arrests or referrals that occurred during the entire length of enrollment for students who exited the JJAEP during the previous school year; and (H) the number of restraints by type (i.e., mechanical or personal) during the previous school year. (2) A written report must be completed that includes the data listed in paragraph (1) of this subsection, an analysis of the JJAEP's effectiveness, and any changes to be implemented as a result of the review. (3) The report must be submitted to TJJD no later than October 1.

POLICY

The El Paso County JJAEP Administrator and the Juvenile Board shall complete an Annual Performance Review upon the completion of each academic school year and prior to each academic school year. The Annual Performance Review shall be conducted for purposes of effectiveness and measuring performance of the JJAEP toward meeting the JJAEP mission.

The JJAEP Annual Performance Review is a composite of statistical, academic, and non-academic performance measures on short and intermediate outcomes of the students served through JJAEP. The Annual Performance Review will be presented to the Juvenile Board for review and approval prior to its submission to TJJD, YISD School Board and Superintendent. Upon submission to TJJD, a copy of the Annual Performance Review will be provided to stakeholders. The report must be submitted to TJJD no later than October 1.

PROCEDURE

In addition to measures required by the standards, the El Paso County JJAEP will also measure the following data throughout the school year:

1. Number of students entering/exiting the program;
2. Reasons for student entries and exits;
3. Number of students eligible for special education services;
4. Student academic performance; as measured by passing rates and half credits (if applicable) for exited students;
5. Attendance rates;
6. Assessment scores for math and reading as measured by the IOWA;
7. Number of new arrests or referrals for students who exited the program;
8. Number of restraints (mechanical or personal) throughout the year;
9. Number of JJAEP Family Program Orientations held;
10. Number of JJAEP Exit Transition Meetings held in which a parent/guardian, Probation Officer and JJAEP Campus representative were present;

11. Number of youth that successfully complete Probation (Juvenile) or Deferred Prosecution term during or after completion of JJAEP term;
12. Number of New Employee Orientations and training hours.

The JJAEP Administrator or designee will maintain the **JJAEP STUDENT INFORMATION FORM** (contains personal, admission and exit data) (**SEE APPENDIX D**), the JJAEP Active Spreadsheet and oversee the update of the JJAEP JMIS tab. The JJAEP data collection is also monitored by TJJD through the monthly JJAEP Electronic Data Interchange (EDI) Extract.

348.104 (f) JJAEP Management Review. The JJAEP Administrator that oversees the daily functions of the JJAEP shall conduct an annual review of the overall operations of the JJAEP prior to the beginning of each school year. (1) The review shall include but is not limited to: (A) safety and security; (B) inter-local cooperation; and (C) the student code of conduct. (2) Existing policies and procedures shall be reviewed to determine their continued relevance to the mission of the JJAEP. (3) Documentation of the review shall be maintained.

POLICY

The overall operation of the El Paso County JJAEP and 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 Management Review is for the JJAEP Administrator to assess certain topics (i.e., safety and security, interlocal cooperation, student code of conduct and efficiency) and identify any needed changes prior to the beginning of each school year. The review will help determine the continued relevance of policy and procedures to the mission of the JJAEP. All revisions, modifications and changes will be presented to the Juvenile Board for final approval.

PROCEDURE

1. Changes in TJJD (Texas Juvenile Justice Department), TAC (Texas Administrative Code) and/or TEC (Texas Education Code) standards as approved by the state legislature will be updated in the subsequent year's JJAEP Policies and Procedures and/or JJAEP Student Code of Conduct handbooks.
2. The JJAEP Administrator will obtain input from respective campus and ISD Personnel on a yearly basis to promote collaborative effort towards the efficient and effective operations of the JJAEP.
3. The Management Review will include, but is not limited to:
 - (A) Safety and security;
 - (B) Interlocal cooperation;
 - (C) Student Code of Conduct;
 - (D) Policies and Procedures;
 - (E) Efficiency;
4. The JJAEP Administrator will use the **COMPLIANCE MONITORING ASSESSMENT (STANDARDS AND PROGRAM-APPENDIX E)** and **COMPLIANCE MONITORING ASSESSMENT (PHYSICAL PLANT-APPENDIX E-1)** and the County of El Paso Contract Monitoring System to track and report problem areas that may need to be addressed.
5. A JJAEP Compliance Monitoring Summary Report will be prepared based off the **COMPLIANCE MONITORING ASSESSMENT TOOLS (See APPENDIX E AND E-1)** summarizing compliance/non-compliance in all areas, corrective measures taken at the campus or administrative level and any subsequent issues of non-compliance.
 - a. The final versions will be submitted to the Superintendent after presentation to the Juvenile Board as part of the Annual Management Review process. Such compliance report will be used as part of JJAEP performance measurement and quality assurance.
6. On the Physical Plant inspection, discrepancies will be forwarded to the JJAEP Campus Administrator who will be given 30 school days to resolve identified discrepancies. The JJAEP Administrator will follow up to confirm corrective action was taken and ensure compliance.

7. Any matters that the JJAEP Campus Administrator cannot carry out within the established timeline, will require the district associate superintendent overlooking alternative schools to ensure compliance and provide written confirmation the facility is in compliance with the Inter-Local Agreement and TJJD standards within the required timeline.
8. Compliance Monitoring in other areas is ongoing and reviewed at least monthly by the JJAEP Administrator and/or Director of Intake Services and will be recorded on the **COMPLIANCE MONITORING ASSESSMENT-STANDARDS AND PROGRAM-APPENDIX E).**
 - a. Non-compliance will be notified to the JJAEP Campus Administrators in writing for corrective action and included on the yearly Compliance Monitoring Report if not reconciled within 30 school dates (along with corrective action made after non-compliance notice given) as part of the Annual Management Review to Juvenile Board and Compliance Letter to Superintendent and School Board.
 - b. Non-compliance with the Interlocal Agreement will also be reported to the County of El Paso Auditor as part of the County's contract management system performance review.
 - c. Both Compliance Monitoring Assessments and Report Letters must be completed no later than the tenth day of the following month after the conclusion of the school year to ensure all months are included within the report to allow administrators (at the campus and district level) to review and respond within 30 calendar days.
9. Such compliance monitoring will allow for review of all aspects of the JJAEP operations and assist with review of any process or policy revisions or other action needed as part of ongoing collaboration with YISD.
10. An annual policy review meeting will take place prior to the conclusion of the school year to allow YISD and JPD to collaborate on any policy revisions for the following year.
11. TJJD Compliance Audits occur once every three (3) years (on-site or virtual audits) and randomly through desktop audits (based on data and JJAEP case samplings).
12. To ensure the integrity of the compliance monitoring process, no prior notice will be given to JJAEP Campus for classroom observation or site visits made by the JJAEP Administrator. Input from JJAEP students and their parents/guardians will also be obtained as part of compliance review by the JJAEP Administrator.

348.200 (g) Required Staff Members (1) JJAEP Administrator. The juvenile board or chief juvenile probation officer must designate a JJAEP administrator. The JJAEP administrator must: (A) hold a bachelor's degree from a college or university accredited by an organization recognized by the Texas Higher Education Coordinating Board; (B) possess juvenile justice experience and/or education experience; (C) ensure compliance with all applicable laws and rules related to JJAEPs; and (D) ensure compliance with provisions of all contracts with TJJD related to JJAEPs.

POLICY

The El Paso County Chief Juvenile Probation Officer hires the JJAEP Administrator to provide oversight and compliance of the JJAEP operations within the respective JJAEP campus and involved ISD departments as outlined through applicable laws, standards, policies and procedures, interlocal agreements, and contractual provisions of all contracts with TJJD related to JJAEP.

PROCEDURE – DUTIES OF THE JJAEP ADMINISTRATOR

1. The JJAEP Administrator will ascertain that all areas of the program are monitored, reported, and addressed on an ongoing basis to the respective Campus Administrator and/or the associate District Superintendent overseeing the JJAEP Campus and as set forth in the JJAEP Interlocal Agreement, JJAEP Policies and Procedures, JJAEP Student Code of Conduct, and JJAEP Standards.
2. The JJAEP Administrator must also:
 - a. Have access, maintain, secure and destroy (once retention timelines are met) the JJAEP employee and student electronic files to safeguard social security numbers, background checks, and other required TJJD employee documents.
 - b. Maintain statistical data as required by TJJD for monthly and annual TJJD and El Paso County Contract reporting requirements.

- c. Maintain good rapport with district officials, school administrators, school staff and probation officers to ensure effective and efficient operations of the JJAEP.
- d. Uphold programmatic standards and interact with students, families, ISD and JPD personnel to promote the student's educational growth and success.

348.200 (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 made by and between the El Paso County Juvenile Board and the Ysleta Independent School District (YISD) and other districts in partnership with the JJAEP shall outline the required administrative, programmatic and supervision staff as outlined in 348.200 g (2-5). The YISD shall employ adequate instructional staff and supervision to provide appropriate educational services to JJAEP students.

PROCEDURE

1. The El Paso County Juvenile Board shall contract with the YISD for the provision of instructional staff as dictated by TJJD Standards.
 - a. The El Paso County JJAEP will serve students in the following school districts, which shall be bound by the terms of the JJAEP Interlocal Agreement:
 - (1) Anthony Independent School District (AISD)
 - (2) Canutillo Independent School District (CISD)
 - (3) Clint Independent School District (CISD)
 - (4) El Paso Independent School District (EPISD)
 - (5) Fabens Independent School District (FISD)
 - (6) San Elizario Independent School District (SEISD)
 - (7) Socorro Independent School District (SISD)
 - (8) Tornillo Independent School District (TISD)
 - (9) Ysleta Independent School District (YISD)
2. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall ensure that all instructional staff has the appropriate certification and required trainings as required by the Texas State Board of Education and JJAEP standards.
3. The Independent School Districts participating in the JJAEP through the established Interlocal Agreement shall employ at least one (1) certified teacher and the appropriate number of certified Special Education teachers at each JJAEP location site as required by federal law and the State Board for Educator Certification. Instructional staff members include only:
 - a. Teachers who are certified, are highly qualified, and/or meet the teaching requirements of the organization providing education services at the JJAEP;
 - b. Certified educational aides; and
 - c. Substitute teachers.
4. The JJAEP campus shall at all times provide at least one (1) instructional staff member for every twenty four (24) students in attendance at the JJAEP.

5. The JJAEP campus will maintain a daily staff roster/timecard for all instructional and supervision staff working in the program and make such daily rosters/timecards available to the JJAEP Administrator upon request. The timecards must display the JJAEP instructional/supervision staff members name and position.
6. The daily rosters will be cross-referenced with monthly personnel and certification logs, discipline referrals, discipline reports, signed **JJAEP SUMMARY OF POLICIES AND ACKNOWLEDGMENT FORMS (APPENDIX C)** of new employee and short/long term substitutes to monitor compliance to this standard.
7. The Campus Administrator or designee will review, provide, and obtain signatures on the **JJAEP SUMMARY OF POLICIES (APPENDIX A)** and Acknowledgment Form containing program forms and Student Code of Conduct prior to substitute(s) or new employee(s) having any direct contact with JJAEP students. Such form also indicates the individual has cleared an ISD criminal background check and staff were provided with the necessary information to begin initial work with the JJAEP population.
8. Such form will assist in the tracking of instructional and supervision staff and ensure compliance of this standard. Said form must be provided electronically to the JJAEP Administrator by the same day it is signed by the JJAEP Campus Administrator.
9. Campus Administrator or designee will submit the **JJAEP STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a monthly basis and outline all regular ISD employees (non-substitutes) to ensure compliance of instructional staff to student ratio. **Note: This monthly log will also be utilized to track CPR/First Aid and CPI certification and expiration dates and if the employee requires Community Activities Officer (CAO) certification.**

(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 [Chapter 355 of this title](#). (B) Caseworkers must meet the minimum professional requirements and be licensed or certified by the appropriate licensing board in their field. (C) The JJAEP must maintain a ratio of at least one caseworker for every 50 enrolled students. (i) At a JJAEP with 50 or fewer enrolled students, the caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. (ii) At a JJAEP with 51–100 enrolled students, one caseworker must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The second caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iii) At a JJAEP with 101–150 enrolled students, two caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The third caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (iv) At a JJAEP with 151–200 enrolled students, three caseworkers must be present during all operational hours of the JJAEP, except as noted in clauses (vi) and (vii) of this subparagraph. The fourth caseworker must be present for at least four of the JJAEP's daily operational hours, except as noted in clauses (vi) and (vii) of this subparagraph. (v) At a JJAEP with more than 200 enrolled students, the number of caseworkers required to be present during all operational hours of the JJAEP follows the same pattern set forth in clauses (i)–(iv) of this subparagraph. (vi) A substitute caseworker is not required when a caseworker is absent for three or fewer consecutive school days. A substitute caseworker is required if an absence is more than three consecutive school days. (vii) A caseworker who must leave the JJAEP site to complete a JJAEP-related duty is considered present for purposes of calculating the ratio.

POLICY

The JJAEP ISD providing the educational services shall employ or contract one (1) caseworker at each of the JJAEP campuses. Caseworkers shall be either social workers, juvenile probation officers assigned to the JJAEP, JJAEP Administrator, counselors, or other mental health professionals.

PROCEDURE

1. Each El Paso County JJAEP campus shall not exceed the ratio of one (1) caseworker/counselor to fifty (50) students enrolled in the program.
2. School based caseworkers/counselors required to leave the campus to complete JJAEP related duties (expulsion hearings, ARD meetings, home visits, and court hearings) shall be considered present for ratio purposes.
 - a. A substitute caseworker/counselor is required when the regularly assigned caseworker/counselor is absent for more than 3 consecutive school days.

3. A JJAEP that employs caseworkers shall meet the minimum professional requirements and shall be licensed or certified, if required by their field.
 - a. The JJAEP ISD may contract with Communities in Schools (CIS) to assist in providing services to the student and his/her family.
4. The JJAEP campus will maintain a daily staff roster/timecard for all caseworkers working in the program each day and make such daily rosters available to the JJAEP Administrator.
5. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, disciplinary referrals, or new employee and short term substitute JJAEP acknowledgment forms (**APPENDIX C**) to monitor compliance.
6. Any subcontractor providing caseworker services will undergo an NCIC/TCIC background check and will be required to complete the JJAEP New Employee Orientation and PREA/ANE training.

(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 §341.402 of this title. (D) Except for professionals as defined in §344.100 of this title 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 §§341.400, 341.402, 343.428, 343.622, or 355.428 of this title, as applicable.

(5) Operational Staff Members. (A) Operational staff members include instructional staff members, supervision staff members, caseworkers, and JJAEP Administrators. (B) The JJAEP must maintain a ratio of at least one operational staff member for every 12 enrolled students. **(h) Verification Documentation.** (1) The JJAEP must maintain a daily staff member roster, staff sign-in sheet, or other verification document that identifies each of the operational staff members who are present in the JJAEP each day. (2) The staff member roster, sign-in sheet, or other verification document must include the date, the time of entry and exit, the staff member's full name, and the staff member's position or title. Electronic records are acceptable for documenting whether staff members are present or absent.

POLICY

The El Paso County JJAEP does not participate in an intensive physical education program; therefore, physical education teachers are not certified as Juvenile Supervision Officers. The JJAEP ISD will follow TJJD Standards on JJAEP operational and supervision staff to student ratio and position qualifications.

PROCEDURE

1. Operational staff member to include instructional staff members, supervision staff members and caseworkers will be provided at every JJAEP campus. Operational staff member to student ratio shall be at least one (1) operational staff member for every twelve (12) JJAEP students. A small ratio allows for better control and behavior management due to the challenges involved in working directly with the JJAEP population.
2. JJAEP Staff are required to sign-in and sign-out on a daily basis on the required district staff roster. Staff roster contains date, time of entry/exit, and staff member's full name and position/title and the ISD shall make such daily rosters available to the JJAEP Administrator. The daily rosters will be cross-referenced with JJAEP Administrator or JPO observations, certification logs, discipline reports, and new employee and short term substitute JJAEP acknowledgment forms to monitor compliance.
3. Staff rosters or staff sign-in sheets and attendance records will be requested as needed or on a random basis as part of the compliance monitoring.
4. On a random basis, the JJAEP Administrator will also observe classroom instruction and staffing ratios as part of the compliance monitoring. No prior notice will be given to the Campus Administrator or campus staff.

COMMUNITY ACTIVITIES OFFICER (CAO)

Anyone who does not fall under the “professional” definition as defined in §344.100 of this title must receive training and be certified as a “Community Activities Officer” as defined in 344.402. The JJAEP Campus Principal or designee must inform the JJAEP Administrator by the start of the school year of each employee who will require to be certified as Community Activities Officer for that school year. The JJAEP ISD will ensure identified staff members are current on First Aid/CPR and CPI training. The JJAEP ISD will allow identified staff members to attend required training as outlined in 344.626 and 344.630 at the earliest available timeframe to ensure compliance with Texas Administrative Code, Chapter 348. Any staff member identified to require the CAO certification and does not attend required training will not be authorized to work with JJAEP students until certified. A security officer employed by YISD may use personal and mechanical restraints **only** if certified as a Community Activities Officer (CAO) and trained in the approved personal restraint technique in accordance with training requirements set forth in Texas Administrative Code, Chapter 341, Subchapter G.

- (a) To be eligible for certification, Community Activities Officers must:
 - (1) Receive training and maintain current certification in:
 - (A) Cardiopulmonary Resuscitation (CPR);
 - (B) First aid; and
 - (C) The personal restraints technique used by the department, if the department authorizes community activities officers to use personal restraints; and
 - (2) Receive training in the following topics:
 - (A) The policies of the department related to preventing, identifying, and reporting abuse, neglect, and exploitation.
 - (B) TJJJ Code of Ethics and TJJJ Disciplinary Procedures;
 - (C) Trauma-Informed Care;
 - (D) Verbal de-escalation policies, procedures, and practices;
 - (E) Standards regarding use of personal and mechanical restraints, including prohibited techniques and criteria for use.
- (b) To be eligible for credit towards initial certification and renewal of certification, documentation of an on-the-job training program must include the following elements, at a minimum:
 - (1) Name and signature of trainee;
 - (2) Name and signature of trainer(s);
 - (3) Signature of the supervisor/administrator;
 - (4) Training topics;
 - (5) Number of training hours of each topic; and
 - (6) Dates the topics were explained to the trainee, practiced by the trainee, and demonstrated by the trainee.
- (c) Staff members who provide on-the-job training must be qualified to do so based on knowledge, education, and/or experience.
- (d) For the Juvenile Probation Officers and Juvenile Supervision Officers, a maximum of 40 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period.
- (e) For Community Activities Officer, a maximum of 20 hours of on-the-job training may be used to meet the initial certification or continuing education requirement in a certification period. CIS Coordinators working within the YISD JJAEP campus are required to become certified as Communities Activities Officer as they do not meet the “professional” definition.

TJJJ training will normally be held onsite at the El Paso County Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety. The JJAEP Administrator will coordinate training and provide dates and times to the JJAEP Campus Administrators. CPR/First Aid and Crisis Prevention Intervention will be provided by the respective ISD the employee works for unless otherwise agreed to

via written agreement. The El Paso County Training and Compliance Manager will verify and submit all required documentation for certification purposes to TJJD.

(a) Personnel Records. The JJAEP Administrator must have access to a personnel file for each employee or person working at the JJAEP who is included in any program ratio. The file shall, at a minimum, include verification that any required certifications are current.

§348.202 PERSONNEL ADMINISTRATION

POLICY

A personnel file will be maintained for each JJAEP employee from the YISD working under the JJAEP umbrella who is included in any program ratio. ISD Personnel records are required to be provided to the JJAEP Administrator within sixty (60) calendar days of hire (new employees) and updated and provided to the JJAEP Administrator on a yearly basis thereafter (by October 1) from the YISD Human Resources Department. The JJAEP Administrator must have access to all ISD personnel records as requested and needed. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM).**

PROCEDURE

1. The JJAEP Administrator of the El Paso County JJAEP will ensure that all JJAEP/ISD personnel records are appropriately maintained.
2. Records for ISD JJAEP employees will include criminal history results (NCIC/TCIC checks) and HR Certification Form.
3. The YISD personnel electronic file shall also contain transcripts, certification and training records, personnel actions and job descriptions depicting duties and responsibilities of all positions to include JJAEP related tasks.
4. In lieu of the above records, the ISD Human Resources or other authorized person of the ISD employing JJAEP staff may provide the **JJAEP HR RECORDS AND CERTIFICATION FORM (APPENDIX G)** that certifies any employee included in the program ratio at any given time meets the hiring, educational and training requirements to include transcripts, certifications, and licenses if applicable; criminal background checks results; training records to include CPR and First Aid and CPI if applicable; and applicable personnel actions. The ISD Human Resources Department must allow the JJAEP Administrator access to file(s) upon request or as required.
5. Certification logs will include all regular status employees and long term contracted on-site employees (such as CIS or on-site counselors) that will be counted in the daily ratio. Such log will be submitted on a monthly basis and will be used to track active regular status employees and their status on CPI, CPR and First Aid.
6. Short-term operational staff substitutes assigned to the JJAEP for less than 6 weeks will be required to review and acknowledge receipt of the JJAEP Summary of Policies and Procedures, the Student Code of Conduct and related JJAEP documents pursuant to §348.202 and §348.224 of the Texas Administrative Code provided by a Campus Administrator prior to having direct, unsupervised contact with JJAEP students.
7. All long-term operational staff substitutes assigned to the JJAEP for more than 6 weeks are required to follow the same background check methodology and JJAEP training as any other operational staff employee assigned to JJAEP. Please refer to the New Orientation Training and Background Checks of the JJAEP Interlocal Agreement for all the required timeframes that must be adhered to.

(b) Training Records. For each employee or person working at the JJAEP who is included in any program ratio, the JJAEP program administrator must have access to documentation verifying that the individual has completed all training required by this chapter.

(c) New Employee Orientation. All staff, including temporary, seasonal or substitute employees shall have orientation training prior to having direct, unsupervised contact with students. (1) Orientation training shall occur within the first two weeks of employment. (2) Documentation of new employee orientation training and agendas shall be maintained in the employee's personnel file or training file. (3) Orientation training, at a minimum, shall include: (A) safety and security procedures including, but not limited to, emergency exit drills and the JJAEP's safety disaster plan; (B) identification and reporting serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code; (C) writing incident reports; (D) student code of conduct; (E) behavior management program; (F) transporting students (G) crisis intervention, including how to report suicide ideation or behavior; (H) distribution of medication;; (I) Personal Restraint policy; (J) student grievance procedures; and (K) job descriptions including duties and responsibilities of the assigned position.

POLICY

All staff, including temporary, seasonal or substitute employees shall have JJAEP orientation training within two (2) weeks of JJAEP assignment and prior to having direct, unsupervised contact with JJAEP students. The ISD will provide any-and-all training records for training that is given in any of the above areas as part of employment with JJAEP ISD or duty assignments. The Juvenile Probation Department will provide orientation training to the new hires and supplement any ISD training already given on the eleven (11) areas listed below.

PROCEDURE

1. JJAEP Orientation Training will be provided by the JJAEP Administrator or designee(s) initially upon hire and annually to all JJAEP employees at the beginning of every school year thereafter. Training may be held virtually when necessary to ensure the overall health and safety of staff.
2. The Campus Administrator assigned as the point of contact for JJAEP or their designee will provide and review with each incoming new staff member, to include short term substitutes, the JJAEP Summary of Policies and Student Code of Conduct. As part of the JJAEP campus orientation, the designated Campus Administrator will also provide the employee with the electronic storage device that contains the JJAEP Policies and Procedures, Student Code of Conduct, and other relevant documents.
3. It will be the responsibility of the Campus Administrator or designee to obtain a signed "Acknowledgment Statement" and agreement to fully review the JJAEP Policies and contents of electronic storage device prior to the scheduled JJAEP Orientation training from the employee and forward that acknowledgment to the JJAEP Administrator by the same workday along with notice of employee training assignment to next JJAEP scheduled training. Said notification must be done electronically.
4. Such confirmation of the attendance of incoming employees will ensure appropriate reservation of training space, preparation of handouts, and training materials.
5. It will be the responsibility of the Campus Administrator to ensure that employees are notified in writing and well in advance and present to the JJAEP Orientation training on time. Orientation Training will normally be held at the Juvenile Probation Department or YISD facilities unless a virtual training setting is deemed beneficial due to overall health and safety of the participants.
6. The JJAEP Administrator and/or designee will provide all JJAEP Orientation training preferably at the Juvenile Probation Department to ensure full class participation and minimize disruption to school operations. The Orientation training will span a minimum of 6 hours and will be scheduled as needed to ensure the 10 day standard is met.
7. A copy of the **JJAEP TRAINING ACKNOWLEDGMENT STATEMENT (APPENDIX H)** will be maintained and secured in the employee's personnel electronic file. Documentation of new employee orientation training and ISD supplemental training shall be placed in the employee's personnel file or training file. An electronic version of the file(s) may be suitable in order to align with the Juvenile Probation Department's paperless initiative.
8. The JJAEP Campus Administrator will schedule a 4-6 hour time block for annual refresher training to review Abuse, Neglect, and Exploitation, JJAEP and/or Juvenile Justice specific subject matter at the beginning of each school year. Such training will be coordinated in conjunction with the Campus Administrator.

9. Employees will be trained in areas relative to their daily responsibilities in the JJAEP. Any legislative changes will require notice to the employees on such changes; changes in policy and procedure, the Student Code of Conduct, and documents will be addressed at the first staff development training at the beginning of the school year.
10. The eleven (11) training topics detailed in this standard shall be addressed at the New Employee Orientation and ISD training, if applicable to the program.
 - a. Safety and security procedures including but not limited to emergency exit drills and the JJAEP's safety disaster plan;
 - b. Identification and reporting of serious incidents and child abuse, neglect and exploitation as required by Chapter 358 of the Texas Administrative Code;
 - c. Writing incident reports;
 - d. Student code of conduct;
 - e. Behavior management program;
 - f. Transporting students;
 - g. Crisis intervention, including how to report suicidal ideation or behavior;
 - h. Distribution of medication;
 - i. Personal restraint policy;
 - j. Student grievance procedures; and
 - k. Job descriptions including duties and responsibilities of the assigned position to include JJAEP tasks, such as in the supervision during meal time, transition, bus loading/unloading, and escort duties.
11. On newly hired employees, JJAEP certifications and records showing all applicable training and educational certifications will be provided by the ISDs through the **JJAEP HR RECORDS AND CERTIFICATION FORM** within 60 days of employment. **(SEE APPENDIX G - JJAEP HR RECORDS AND CERTIFICATION FORM)**
12. The JJAEP Certification Form must be submitted on an annual basis for all carryover ISD employees working within the JJAEP. The HR representative for the JJAEP ISD must certify records are updated by October 1 of every year.

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

POLICY

Each supervising agency participating in the Interlocal Agreement will conduct a criminal history search, sex offender registration record check, and a fingerprint search prior to employment of JJAEP employees required to have any direct, unsupervised contact with students. Background checks will be extended to district subcontracted employees/agencies that will work directly with JJAEP students (i.e., contracted counseling services, tutoring programs, etc.). The ISD will ensure that all substitute and regular status employees have passed an ISD background check prior to employment with JJAEP.

PROCEDURE

1. Upon identification of an employee being assigned to the JJAEP, the ISD designee (Campus Administrator or HR representative) will provide written notification of incoming employee through submission of the **JJAEP AUTHORIZATION TO RELEASE OF CONFIDENTIAL INFORMATION FORM (APPENDIX I)** for JPD internal background check through the NCIC/TCIC database.
 - a. Said form also requires notification of employee status (contracted or ISD employee), date of JJAEP assignment and employee work email address.
2. Upon receiving the signed Authorization for Release Confidential Information Form the JJAEP Administrator will then submit a written request for a National Crime Information Center (NCIC)/Texas Crime Information Center (TCIC) criminal history records check to the appropriate JPD TLETS Operator. This comprehensive search includes local, state, and federal criminal records, sex offender registration records, and

- active/outstanding warrants for arrest. This process shall be initiated before the employee's first day of JJAEP assignment and prior to any direct, unsupervised contact with JJAEP youth. Continued employment with the JJAEP is contingent upon the verification of no disqualifying criminal history as per TJJD standards.
3. Written notification of employee's eligibility due to no disqualifying criminal history or ineligibility due to disqualifying criminal history identified by JPD will be submitted to the Campus Administrators through the **JJAEP EMPLOYEE ELIGIBILITY FORM (APPENDIX J)** or if disqualified, through **THE JJAEP EMPLOYEE INELIGIBILITY FORM (APPENDIX J - 1)** within five (5) school days.
 4. Campus and District HR Administrators will be advised of any findings of disqualifying criminal history and instruction to reassign or remove employee to ensure they do not have any contact with JJAEP students.
 - a. Personnel records, criminal history record checks, and sex offender registration record checks, may be requested by TJJD. The JJAEP Administrator is responsible for ensuring all documents are properly stored, preserved and maintained in accordance with legal and administrative standards.
 5. YISD will inform in writing of any JJAEP employee who has received a hit in the FACT Clearinghouse within two (2) school days in which arrest, offender registry activity or conviction offense requires that employee be prohibited from having contact with any JJAEP youth until the JJAEP Administrator has confirmed with Legal Counsel as to the decision for employee to have continued contact with youth pending outcome of the alleged offense.
 6. If an individual has a military history, respective ISD must provide a copy of the DD-214 or SF-180 as part of the HR records request.

DISQUALIFYING CRIMINAL HISTORY

1. An individual who has a felony conviction or a deferred adjudication for a felony within the past ten (10) years, or who has a current felony deferred adjudication, probation, or parole, is not eligible for employment in a JJAEP facility.
2. An individual who has a jailable misdemeanor conviction or a deferred adjudication for a jailable misdemeanor within the past five (5) years, or a current jailable misdemeanor deferred adjudication, probation, or parole is not eligible for employment in a JJAEP facility.
3. Court documentation will be required if an individual has received a pardon based upon proof of innocence or there has been a reversal of a finding of guilt by a trial or appellate court.
4. Criminal history records will be retained for as long as the employee remains employed in the JJAEP.
5. Criminal history and personnel records of JJAEP employees who are no longer employed with the JJAEP will be retained for two (2) years.
6. If the disqualifying criminal history reveals arrests/convictions from another state, it may be subject for further examination by the JPD Legal Counsel.
7. The ISD Human Resources Department must allow the JJAEP Administrator access to all JJAEP Employee file(s) as needed and required. The HR Certification form provided yearly by October 1 by the ISD Human Resources department will be used to identify any disqualifying criminal history or new arrest.

§348.204 DATA COLLECTION AND CASE FILE INFORMATION

(a) Data Collection and Reporting. (1) JJAEP EDI Extract. (A) Unless an alternate data entry system has been approved by TJJD, the JJAEP Administrator or designee must ensure that: (i) statistical and programmatic data for each student, as required by the JJAEP Electronic Data Interchange (EDI) Specifications, are accurately documented and entered into the juvenile probation department's automated case management system; and (ii) the JJAEP EDI Extract is submitted to TJJD no later than the 10th calendar day of each month following the reporting period. (B) TJJD staff must discuss any proposed changes to the JJAEP EDI Specifications with juvenile probation departments' designated representatives before making substantive changes to the specifications. **(2) JJAEP Monthly Activity Report.** The JJAEP Administrator or designee must ensure the JJAEP Monthly Activity Report is submitted in the required format to TJJD no later than the 10th calendar day of each month following the reporting period via TJJD's Internet database. **(b) Student Educational Records.** The following information must be documented and maintained in the case file for each student in the program: (1) grade level upon entry to the JJAEP; (2) notice of expulsion; (3) court order(s) placing the student into the JJAEP; (4) police offense report, if applicable; (5) entry and exit transition plans; (6) education records, to include: (A) special education determination; (B) appropriate special education records; (C) scores on assessments required by the Texas Education Agency; and (D) home-language survey; (7) admission and exit testing data, if applicable; (8) pre-participation physical evaluation, if required under §348.208 of this title; (9) documentation of regular reviews of academic progress as required by Section 37.011(d), Education Code; (10) date of admission; (11) number of attendance days; (12) number of absent days; (13) date of release; (14) emergency notification contacts; (15) special medical needs, if any; (16) Immunization records; and (17) medical release form.

POLICY

The JJAEP Administrator will ensure that statistical and programmatic data pertaining to each student placed into the JJAEP is gathered, documented, maintained, and is accurately reported to TJJD, Juvenile Board and departmental administration. The JJAEP will provide accurate data as required in §341 (State Financial Assistance Contract and the Electronic Data Interchange- EDI Specification standards) which apply to JJAEPs utilizing the JMIS system. Quality assurance measures, in-house file audits and TJJD Monthly Activity Reports help detect any discrepancies. These measures will assure continued high quality statistical reporting, record keeping, and accurate district reimbursement.

PROCEDURE

1. Documentation and data required by TJJD under 348.204 (a) Data Collection and case file collection is maintained by the JJAEP Administrator and extracted from the following sources or databases:
 - a. Monthly Activity Reports (MAR) – Attendance/absence records (supplied by the school districts). The MAR contains monthly stats on number of students entering and exiting the program, days present, days absent, and inactive days.
 - b. JJAEP Attendance Vouchers contains the number of Actual Regular Mandated Students Attendance Days for each month; and the total of Actual Mandated Student amount of funding for the month.
 - c. The TJJD Student Information Form (Contains most of the information in 348.204 and is maintained by the JPD/JJAEP Administrator).
 - d. JJAEP JMIS student profile will be updated from TJJD Student Information Form.
 - e. The JJAEP Performance Measures spreadsheet is maintained by the JJAEP Administrator to keep track of aggregate data on number of students in Special Education; pre/post IOWA test scores; student's personal data information, such as social, PID number, police case referral number; type of offense; student's district, home school, and JJAEP facility; date of entrance/exit; reason for exit; attendance, absences, and inactive days recorded. These specific sources from which this information is extracted are maintained in the JPD/JJAEP Administrator's office or electronically.
 - f. Other documentation required by TJJD or JPD as part of performance measurement (i.e., JJAEP surveys and JJAEP costs.)
2. To ensure that all documentation on the Monthly Activity Reports (MAR) is correct and accurate, assigned JJAEP Campus Administrator charged with oversight and accountability on behalf of the ISD must review the MAR prior to submission to JPD. Such administrator will verify accuracy of MAR prior to submission to the JJAEP Administrator. Any discrepancies found once received by JPD will be corrected and reconciled prior to

- submission to TJJD and the County Auditor's office for district reimbursement. Significant errors and discrepancies will be noted as non-compliance for the respective JJAEP campus.
3. The JJAEP Campus Administrator and ISD expelling entity will forward all student school records as listed in 348.204, including the Public Education Information Management System (PEIMS) number, pre/post scores, expulsion letters, student acknowledgement forms of receipt of the JJAEP Student Code of Conduct within two weeks (10 school days) of student's enrollment in the JJAEP. The JJAEP Administrator will forward the **JJAEP REQUEST FOR SCHOOL RECORDS FORM** upon acceptance of a JJAEP youth to facilitate receipt of required records.
 4. The Texas Student Data System (TSDS) number (10-digit number) also known as the Unique ID will take the place of the PEIMS data management system and the TSDS; the number is used to communicate with TEA to get the student data that TJJD needs to complete required legislative reports. The TSDS is located in the JJAEP juvenile case management tab and on most withdrawal forms and expulsion letters.
 - a. The TSDS number will be documented on the expulsion notice received at the point of JJAEP acceptance. This number will be required in order for the student to be pre-tested and must be submitted as part of the initial expulsion process.
 5. All student educational data and records are kept in the JJAEP electronic folder by the JJAEP Administrator or designee. Required data in the JJAEP folder includes, but is not limited to:
 - a. The TJJD Student Data Form;
 - b. Grade Level upon JJAEP entry;
 - c. Notice of expulsion to include mandatory review hearing;
 - d. Court orders;
 - e. Law Enforcement Agency (LEA) case/referral reports;
 - f. Entry/exit, transition plans;
 - g. Education records to include; requests for records/withdrawal packets, special education documentation to include Manifest Determination and IEP documentation, pre/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) TEC, date of admissions, number of attendance days, number of absent days, date of release, emergency notification contacts, special medical needs, immunization records, medical release forms, medical consent forms signed by parents, attendance monthly roster, TAKS or STAAR scores, disciplinary referrals, acknowledgement of receipt of Student Code of Conduct, JJAEP Social Service Assessment, other pertinent documents such as copies of social security cards and birth certificates, and cover sheets (check list), and notification of type of counseling referrals or current attendance of counseling and psychological evaluations (if applicable), are maintained in the JJAEP student case.
 6. As part of ongoing quality assurance, in-house desktop and case management audits will be conducted to ensure the accuracy of data as outlined in the JJAEP Internal Policies and Procedures.

§348.206 CURRICULUM

(a) Required Courses and Additional Areas of Study. (1) At a minimum, the JJAEP must provide the following courses at the JJAEP: (A) English language arts; (B) mathematics; (C) social studies; and (D) science. (2) The JJAEP must provide the following additional areas of study: (A) high school equivalency program; and (B) self-discipline, which may be integrated into the program and may include topics such as drug awareness, anger management, impulse control, and cognitive skills. **(b) Curriculum Development.** (1) A teacher certified by the State Board for Educator Certification must oversee the development and implementation of the educational curriculum. (2) The JJAEP Administrator must ensure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation curriculum as defined by the rules of the State Board of Education. (3) The high school equivalency program curriculum must address the elements required to pass the topics tested: English, mathematics, science, and social studies. High school equivalency program components may be integrated into the regular educational curriculum. (4) The JJAEP must offer an accelerated component for each required area of instruction to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels.

POLICY

It is the policy of the El Paso County JJAEP to ensure that all students enrolled in the program receive a well-rounded education. Academic programming shall have a strong accelerated component of the instructional program to support credit recovery at the high school level and to regain academic and social skills at the elementary and middle school levels. At least one (1) certified teacher by the State Board for Educator Certification shall oversee the development and implementation of the curriculum in the JJAEP program. The Campus Administrator at each JJAEP location site shall assure that course instruction is consistent with the essential knowledge and skills of each subject of the foundation as defined under the rules of the State Board of Education under the Texas Education Code §28.002. The requirement under 37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student.

In the event the JJAEP campus implements online instruction as part of their COOP plan due to extenuating circumstances, the JJAEP must adhere to all Texas Education Agency, Texas Education Code and Texas Juvenile Justice Department policy revisions in accordance to providing continued educational services to El Paso County JJAEP students.

PROCEDURE

1. The Interlocal Agreement states this standard provision of educational services.
 - a. **REQUIRED COURSES AND ADDITIONAL AREAS OF STUDY:** The El Paso County JJAEP provides the following required courses and additional areas of study to all students in attendance at the JJAEP:
 - ENGLISH/LANGUAGE ARTS
 - MATHEMATICS
 - SOCIAL STUDIES
 - SCIENCE
 - HIGH SCHOOL EQUIVALENCY PROGRAM (GED)
 - SELF-DISCIPLINE
2. Each school district participating in the JJAEP will consider course credit earned by a student while in a Juvenile Justice Alternative Education Program (JJAEP) as credit earned in a district school.
3. Each program shall administer assessment instruments under Chapter 39, Section 39.023, TEC, and shall offer a High School Equivalency Program (HSEP).
4. The JJAEP campus school guidance counselor shall review the student's academic progress with the parent or guardian of each student as part of the JJAEP intake and exit transition process.
5. YISD shall require during the intake meeting the participation and input from the student's corresponding counselor or assistant principal from the Participating District to assist in making the decision to retain or promote the student in conformance with applicable law and pursuant to YISD Policy. YISD reserves the right to conduct transition or grade placement conferences to better determine grade promotion for any students placed at JJAEP near the end of the school year.
6. At a minimum, the educational reviews will be required at the JJAEP intake meeting and at the JJAEP Exit Transition Meeting. The requirement under 37.011 (d) mandates that the ISD guidance counselor or qualified designee regularly review the student's academic progress. In the case of a high school student, the board or the board's designee, with the student's parent or guardian, shall review the student's progress towards meeting high school graduation requirements and shall establish a specific graduation plan for the student. Documentation of this review along with student and parent signatures verifying attendance of the mandated regular educational review will be forwarded to the JJAEP Administrator as part of each JJAEP student's intake and exit transition plans. Such verification will be kept in the JJAEP student case.
7. YISD agrees to provide a JJAEP Student Update Form upon a student's 65th day in JJAEP to the Participating Home School District that outlines youth's grades, attendance and discipline and will inform/justify any early

- JJAEP release decision by the Participating Home School District. A student expelled and placed in a JJAEP for a term of 75 school days or more must go through a mandatory review in order to consider early removal based on youth's progress and/or other factors that may compel an early release.
8. Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time; therefore, YISD shall have no obligation to enroll in JJAEP more than 32 students.
 9. The Juvenile Probation Officer will assist in the JJAEP academic and parental engagement goal during the JJAEP Family Program Orientation where a review of the JJAEP parental engagement folder and emphasis on linkage to the school's portal system will be made.
 10. High school students will be assisted by educational school counselors, Communities in Schools (CIS) caseworkers and/or academic tutors (if available). If on formal juvenile supervision, the assigned Juvenile Probation Officer or designee will also monitor academic progress and work with parents to encourage follow up with respective support services. These efforts will assist youth at progressing academically towards meeting high school graduation requirements.
 11. Class schedules/daily program schedules; curriculum and/or instructional materials, support services, attendance and student attendance daily rosters/sign-in sheets will verify compliance with this standard.
 12. Self-Discipline courses or services must be specifically identified and communicated in writing to JJAEP Administrator by YISD at the beginning of the school year. Self-Discipline courses or services not listed as part of youth's daily course schedule will require that ISD maintain documentation of provision to JJAEP students via student signature to verify compliance in this area. Utilization of a specific school board approved curriculum is encouraged, however, not mandated if ISD demonstrates such services serve the goal of self-discipline.
 13. In lieu of the traditional school curriculum, a High School Equivalency Program curriculum is available at JJAEP campuses pursuant to TAC 348.112 standards. Any youth attending high school equivalency courses will be required to sign in and out to verify attendance. The high school equivalency course curriculum must address the elements required to pass the high school equivalency exam to ensure standards are met.
 14. The State of Texas Assessments of Academic Readiness (STAAR) identifies knowledge and skills of what Texas students should know and be able to do at every grade and in every course in the foundation areas such as English language arts, mathematics, science, and social studies. (STAAR replaced TAKS Texas Assessment of Knowledge and Skills).

§348.208 PROGRAM REQUIREMENTS

(a) Special Education. (1) The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly constituted admission, review, and dismissal (ARD) committee, in accordance with [Section 37.004, Education Code](#), and federal requirements. (2) The following ARD committee documentation must be maintained for each special education eligible student: (A) the most recent full and complete ARD meeting paperwork; (B) the manifestation determination ARD meeting paperwork; and (C) the most recent evaluation of eligibility for special education services.

POLICY

A school district may expel a student who has been identified as a qualified disabled student under the Individuals with Disabilities Education Act (IDEA) or § 504 of the Rehabilitation Act of 1973 (§504) only after a duly constituted Admission Review and Dismissal (ARD) or § 504 committee determines that the alleged misconduct is not related to the student's disabilities. The JJAEP, in collaboration with the sending school district, must ensure that a student with a disability who receives special education services is provided educational services that will support the student in meeting the goals identified in the individualized education program established by a duly

constituted admission, review, and dismissal (ARD) committee, in accordance with [Section 37.004, Education Code](#), and federal requirements.

PROCEDURE

1. After the committee determines that the alleged misconduct is not related to the student's disabilities and the school district documents that the Individualized Education Plan (IEP) has been fully implemented, the referring school district's ARD or §504 committee shall determine the length of placement at the JJAEP according to the district's Student Code of Conduct.
2. The local school district must invite the JJAEP Administrator or the administrator's designee to an Admission, Review, and Dismissal (ARD) committee meeting convened to discuss the expulsion of a student with a disability.
3. The local school district must provide written notice of the meeting at least five (5) school days before the meeting. A copy of the student's current individualized education program (IEP) must be provided to the JJAEP representative with the written notice.
4. If the JJAEP representative is unable to attend the ARD committee meeting, the representative must be given the opportunity to participate in the meeting through alternative means including conference telephone calls and virtual meetings.
5. The JJAEP representative may participate in the meeting to the extent that the meeting relates to the student's placement in the JJAEP and the implementation of the student's current IEP in the JJAEP
6. If the manifestation ARD determines the student's behavior is due to the student's disability, the student can only be placed in JJAEP for a maximum of 45 days.
7. Copies of the ARD to include the Manifestation Determination and the IEP and BIP must be provided to the JJAEP Administrator as an attachment to the expulsion packet. The following ARD committee documentation must be maintained for each special education eligible student:
 - a. Most recent full and complete ARD meeting paperwork;
 - b. Manifestation determination ARD meeting paperwork; and
 - c. Most recent evaluation of eligibility for special education services
 - d. Most recent individualized education program (IEP).
8. The referring school district shall remain responsible for making available the services, if any, necessary to provide a free and 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 Section 37.007 (a), (d) (mandatory expulsion) or (e), a representative of the JJAEP campus must be invited to the student's ARD committee meeting.
10. The JJAEP campus must receive reasonable notice of the meeting of the student's ARD committee to attend the ARD and may participate in the ARD meeting to the extent that the meeting relates to the student's placement in the JJAEP. The JJAEP campus will forward notice to the JJAEP Administrator if not included on notice from participating district.
11. Should the JJAEP campus suspect that a student who has not been previously qualified as a student with disabilities under the Individuals with Disabilities Education Act (IDEA) may be eligible for services under IDEA in the future; it shall refer the student to his or her school district of residence for possible referral and evaluation in accordance with applicable statutes and regulations.
12. Any student who does not meet the eligibility requirements of the Inter-Local Agreement is not entitled to educational services by the JJAEP.
13. Special Education services must continue to provide any-and-all related services as outlined in the student's Individualized Education Plan (IEP).
14. House Bill 785 amended Texas Education Code, Section 37.0021 which requires a written parental notice each time a restraint is used with a student receiving special education. Existing rules requires a good-faith effort to provide verbal notice on the day that restraint occurred and notice in writing within one (1) school day.

(b) English as a Second Language (ESL). (1) The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC). (2) Documentation of LPAC determinations must be maintained.

POLICY

The El Paso County JJAEP campuses shall provide English as a Second Language (ESL) services and instruction to address the needs of any student(s) who speaks English as a second language or who are non-English speaking. The JJAEP, in collaboration with the sending school district, must ensure that a student who is non-English speaking or who speaks English as a second language is provided ESL services and instruction appropriate to address his or her needs, as determined by a language proficiency assessment committee (LPAC).

PROCEDURE

1. ESL certified teachers at each JJAEP campus shall provide services and instruction to students with such needs. The goal of ESL services is to develop English language proficiency using second language methodology though explicit instruction in speaking, reading, listening, and writing.
2. ISDs will identify JJAEP youth who are LEP or primarily Spanish speaking as part of the JJAEP campus intake meeting.
3. ISDs will ensure consideration is given regarding LEP or primarily Spanish speaking JJAEP students regarding academic instruction and as mandated by the Texas Education Code.

(c) Section 504-Eligible Students. (1) The JJAEP must ensure, in collaboration with the sending school district, that a student who is eligible for services under Section 504 of the Rehabilitation Act of 1973 is provided services and instruction appropriate to address his or her needs, as determined by a Section 504 committee. (2) Documentation of Section 504 eligibility determinations must be maintained. **(d) Standardized Testing Protocols.** (1) JJAEP policies and procedures must describe the safeguards the JJAEP will use to maintain the integrity of the standardized testing process and confidentiality of test results. (2) JJAEP policies and procedures must include the following requirements: (A) tests must be maintained in a secure setting (e.g., a locked file cabinet) so that staff and students do not have access to the test except while the test is being administered; (B) staff are prohibited from making copies of the test; (C) staff are prohibited from teaching the specific questions on the test; and (D) unauthorized persons are prohibited from receiving test results, whether hard copy or electronic. (3) For statewide standardized tests, the JJAEP must adhere to all testing protocols required by the Texas Education Agency. (4) The JJAEP must administer the standardized test selected by TJJD to measure progress in reading and mathematics for students who will be enrolled in the JJAEP for at least 75 school days. (A) The pre-test must be administered within 10 school days after the student's enrollment. (B) The post-test must be administered no sooner than 65 days after the student's enrollment.

POLICY

It is the policy of the El Paso County JJAEP to comply with Texas Administrative Code, Chapter 348.208 (a) and (d). Additionally, each JJAEP High School will provide a High School Equivalency Program course to appropriate JJAEP students to prepare them to take the high school equivalency exam.

PROCEDURE

1. All high school equivalency candidates will be enrolled in a high school equivalency preparation program for the high school equivalency testing. Attendance requirements will remain the same as for a student seeking a regular high school diploma.
 - a. The assigned Juvenile Probation Officer will submit a recommendation for high school equivalency testing for any JJAEP student currently under the jurisdiction of El Paso County Juvenile Court.
2. All JJAEP students 16 years old or older having a total of four (4) high school credits or less will be considered a priority if student choose to pursue the high school equivalency testing.
3. Candidates 18 years or older may test when they have achieved the proper scores on pretests.

4. Parents/Guardians will be responsible for the fee for the five tests, plus transportation to the testing site unless other arrangements are made and/or agreed by the assigned Juvenile Probation Officer and/or JJAEP Administrator.
5. Candidates for high school equivalency certificates will be given a pre-test at the College, Career, and Technology Academy (CCTA) which is operated by El Paso Independent School District and through the Ingenuity (software) (YISD). High school equivalency testing software have the pre-test embedded into the program to determine what areas the student will be required to take tutoring in. High school equivalency testing materials should be readily available for any auditing entity to examine.
6. The high school equivalency curriculum shall address the elements required to pass the high school equivalency test but program components may be integrated into the regular program curriculum.
7. Candidates who do not master the practice tests will be required to continue to attend instruction integrated into the regular program in order to improve their skill level. Candidates who participate in the high school equivalency preparation program may retest when the teacher/instructor determines the student is prepared. Written permission from the teacher/instructor is required for re-testing.
8. When the student has mastered all five core-tests or a designated core-test, the student will be sent to the El Paso Community College (EPCC) or the respective certified high school equivalency ISD testing site within El Paso County to take final high school equivalency exams.
9. Scores or certificates will be mailed two or three weeks after the last test is taken. Once the certificate is received, arrangements will be made for the student to exit the JJAEP. Notification by the ISD will be provided to the JJAEP.
10. Prior to taking the final high school equivalency test, the student will have to get a TX ID and pay a cost for the high school equivalency the testing. The JJAEP will have to keep up with any cost changes to advise the family when the time comes for high school equivalency testing.
11. Verification documents at the time of a TJJD monitoring visit will include:
 - a. High school equivalency file;
 - b. High school equivalency class work;
 - c. High school equivalency curriculum.
12. Other areas of verification for high school equivalency completion:
 - a. High school equivalency examinations results;
 - b. Testing documentation, if applicable.

(e) Counseling. Counseling services (individual or group) shall be available to all students enrolled and in attendance at the JJAEP.

POLICY

Any social service or counseling needs demonstrated by the student constitutes a referral to the appropriate social service agency. Counseling services shall be available to all students enrolled and in attendance at a JJAEP. Counseling services may be provided via contracts with appropriate community-based service providers. Any subcontracted provider must undergo and pass a NCIC/TCIC background check and attend the JJAEP New Orientation Training (ANE portion only).

PROCEDURE

1. The assigned Probation Officer and any assigned school-based caseworker or social worker (contracted or ISD employed) will utilize interviews, screenings and/or assessments to determine the needs of the student and his/her family.
2. The JJAEP campus and Juvenile Probation Officer will share information to ensure a JJAEP student's academic and emotional needs are met.
3. If student is referred to the Juvenile Justice System, the assigned Juvenile Probation Officer will provide a Pre-Pact assessment and/or Full-Pact assessment (as appropriate based on case status within Juvenile Justice System) and provide referrals based on youth's identified criminogenic risk factor(s) and other identified needs.

4. If student is an adult and not referred to the Juvenile Justice System, a social service assessment may be given (if student makes themselves available) by the assigned Probation Officer or Court Representative and JPD will work in cooperation with any school-based caseworkers, counselors, social workers and/or adult Probation Officers to ensure appropriate service coordination.
5. Students requiring social services will be referred to the appropriate social service agencies by the supervising Probation Officer (adult or juvenile), JJAEP Administrator, school counselor, social worker, or Community in Schools (CIS) caseworker. Social services may include:
 - a. Academic tutoring.
 - b. Mentoring services.
 - c. After-school activities.
 - d. Drug, gang, and violence prevention activities/counseling.
 - e. Career assistance and exploration.
 - f. Work experience opportunities.
 - g. Enrichment activities and field trips (includes restorative discipline circles, as appropriate).
 - h. Peer pressure, self-esteem, anger management programs, and cognitive skills.
 - i. Referrals to health clinics.
 - j. Referrals to family counseling (mental health professionals).
6. The Juvenile or Adult Probation Officer will refer the family to their Department's service providers or other appropriate community based social service providers to address the youth's needs. Families with private insurance may attain services through their own providers.
7. Some JJAEP facilities may have nurses, counselors, and caseworkers available such as Communities in Schools (CIS) caseworkers, or school counselors that may assist in determining other needs; they are available to make referrals for other services that are not provided by the school with outside agencies such as medical, teen pregnancy services, or vocational agencies.
8. The Juvenile Probation Officer will ensure that if the youth is in need of counseling services due to risk and under El Paso County 65th District Court's jurisdiction; such requirements must be included on the Judgment of Probation or Deferred Prosecution Agreement in order to ensure the youth's needs are properly addressed as part of formal or informal supervision.
9. Any therapeutic or counseling services will be provided through a qualified and/or credentialed service provider or the family's health provider.

(f) Meals. (1) Written policies and procedures must require that each student in attendance at the JJAEP is provided a lunch meal on each school day. (2) A student may not be denied a lunch meal as a disciplinary measure.

POLICY

It is the policy of the El Paso County JJAEP that all meals be eaten in an orderly and quiet fashion. JJAEP students shall be provided one lunch meal during the course of the school day.

PROCEDURE

1. YISD shall provide lunch for each student assigned to the program pursuant to the Interlocal Agreement.
2. Students must be properly monitored during meal hours by JJAEP operational staff.
3. At no time shall a meal be withheld, delayed, or interfered with as a means of discipline or sanctions against a JJAEP student due to his/her behavior.
4. Every student will be afforded a food tray regardless if they want it or not.

(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

Each JJAEP location site will carry out medical procedures as dictated by TJJD standards and school district policy. The El Paso County JJAEP does not have an intensive physical education component but will adhere to guidelines regarding medication and related matters pursuant to the Texas Human Resources Code.

PROCEDURE

1. The Cesar Chavez Academy (CCA) JJAEP site shall obtain a medical release signed by the student's parent/guardian.
2. As part of the JJAEP school intake, the school nurse will complete a medical intake to inquire if the student has any special needs or medical conditions that may require the JJAEP staff's attention.
 - a. A Medical Consent Form will be obtained at the time of the student's intake. If parent, guardian, or custodian refuses to sign the medical consent form, documentation indicating refusal must be maintained in the student's case.
 - b. Students with any medical conditions must notify the administration and/or nurse – if applicable.
 - c. Students on medication must have a written order or prescription by a Texas physician.
 - d. Nurse/parent is permitted to administer medication.
 - e. Medication must be stored in locked cabinet in the nurse's office.
 - f. Medications shall be in the original properly labeled container.
 - g. Log must be kept of all medications dispensed.
3. If the student poses a concern which may require screening, the nurse will refer the family for further medical evaluation.
4. If the parent advises of an existing medical condition or life-long condition (such as diabetes or seizures), the nurse will take appropriate measures to assure that the JJAEP can handle any concern or problem that may arise regarding the safety and care of the student.
5. If the parent advises that the condition is a heart or respiratory condition, the nurse may require medical clearance for the student to participate in any strenuous physical activity or community service.
6. In instances of medication error, including but not limited to, ingestion of incorrect medication or overdose of medication, or if a student alleges to have ingested incorrect or overdose of medication; the following procedures must be adhered to immediately:
 - a. Contact poison control at 1-800-222-1222;
 - b. Contact nurse;
 - c. If nurse is not on duty, contact EMS;
 - d. Student should be transported immediately to the hospital;
 - e. Parents, 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 program does not have an intensive physical activity component at any of the JJAEP facilities and will not require students to undergo any screening for physical activity.

§348.210 STUDENT ATTENDANCE ACCOUNTING

(a) Administrator's Responsibility. The JJAEP Administrator must ensure that attendance records for all students enrolled in the JJAEP are accurately documented, maintained, and reported to TJJD. **(b) Aggregate Attendance Accounting.** (1) The expulsion category of each student enrolled must be recorded on the student attendance records. (2) A specific character on the student attendance record must be used to identify a student's status as present, absent, or inactive. **(c) Student Entry and Exit Accounting.** (1) The student's recorded entry date is the first day the student is physically present at the JJAEP. (2) A student's recorded withdrawal date is the first school day on which the student is no longer enrolled in the program. The withdrawal date cannot be a date on which the student was present. (3) The JJAEP must maintain daily student sign-in sheets that contain each student's printed name and signature. (4) The time of entry or exit must be noted on the student sign-in or sign-out sheet for a student who arrives late or leaves early on any school day. (5) During the regular school year, a student must be present for at least four hours of the school day for it to qualify as an attendance day. **(d) Inactive Status.** (1) A student must be placed on inactive status if he or she: (A) is in juvenile detention and is not permitted to attend the JJAEP; (B) is in jail; (C) is a documented runaway; (D) is absent for a minimum of four consecutive school days due to an illness or other medical reason documented by a licensed physician, physician assistant, or advanced practice registered nurse; or (E) is absent for a minimum of 10 consecutive school days, which may roll over to the start of the next semester attended by the student. (2) Inactive status begins on the date the event resulting in placement on inactive status begins, as noted on the verification documentation. The documentation must be maintained in the student's file. If verification documentation is not provided, inactive status may not begin until the 11th consecutive school day of absence. (3) A student who is maintained on inactive status for 30 consecutive school days must be withdrawn on the 31st day of inactive status. A student may not be maintained on inactive status for more than 30 consecutive school days, which may roll over to the start of the next semester attended by the student. **(e) Reporting Absences.** The JJAEP must have written policies and procedures that specify which staff member is responsible for reporting absences to the sending school district, which must occur at least once per week.

POLICY

It is the policy of the El Paso County JJAEP to accurately validate students' expulsion category, attendance in the program (total student attendance days and total student absences) and inactive status.

PROCEDURE

1. Each JJAEP location site shall maintain student sign-in sheets. Student must sign in at the exact time of arrival and sign out at the exact time of departure to ensure accuracy and minimize errors on the monthly activity report. The sign-in sheets shall be recorded daily and contain a student's printed name with their legible signature beside it.
2. The student must remain in attendance within the JJAEP for a minimum of four (4) hours of the school day in the regular school year in order to be considered present for purposes of JJAEP standards and reimbursement. However, for purposes of improved academic outcomes, JJAEP students should remain in attendance for the entire school day.

3. For purposes of attendance accounting, a student officially begins JJAEP the first day youth is physically present in JJAEP course instruction for a minimum of four (4) hours (does not include the JJAEP intake unless student attends JJAEP courses for a minimum of four (4) hours to include the JJAEP intake)
4. The school attendance clerk/registrar for the JJAEP campus shall provide all student attendance records by the third calendar day of each month as part of the MAR process interlocal provisions.
 - a. The school attendance record (for the entire month) and the monthly sign-in sheet for each student is used as part of the Monthly Activity Report (MAR) and both documents must be submitted for each JJAEP student.
 - b. The JJAEP campus attendance clerk/registrar is required to notify the assigned Probation Officer or JJAEP Administrator of any absences a student incurs by the same operational day. As per truancy mandates, the JJAEP will adhere to any reporting requirements or mandates of the Texas Compulsory Attendance Law. In accordance with this law, referrals will be made to the corresponding entity.
5. Absences for more than ten (10) consecutive school days will be recorded as "Inactive days" and must have documentation attached to the monthly attendance records notifying that the student was detained or jailed; absconded; runaway status or has an extended illness or medical reason documented by a licensed physician or physician's assistant.
6. If it is determined that the student will not/has not return(ed) within thirty (30) school days, the JJAEP shall withdraw the student from the program on the 31st day. A student will not be maintained on "Inactive Status" for more than thirty (30) consecutive school days. In the event the JJAEP campus implements online instruction as part of their COOP plan due to extenuating circumstances, a youth who is unable to locate or becomes inactive may not be withdrawn or removed from JJAEP.
7. The withdrawal date shall represent the date in which the student is no longer enrolled in the program. This date is not the last or final day youth attended JJAEP courses, but the following full school day in which youth was not in attendance.
8. The participating ISDs will complete, review, approve and sign the JJAEP Monthly Activity Report (MAR) **(APPENDIX K- JJAEP MONTHLY ACTIVITY REPORT)** on a monthly basis and submit the form and all related supporting documentation to the JJAEP Administrator by the 3rd calendar day of the month. If the third calendar days fall during a weekend or holiday, the report will be due by the following work day. Late or inaccurate submissions will result in a non-compliance finding.
 - a. If any alterations are made and not initialed, it may result in a non-compliance finding.
9. The identified Campus Administrator will review and approve the MAR prior to submission to JPD as part of accountability and JJAEP campus quality assurance. This will also assist to minimize errors on the MAR report.
10. The JJAEP Administrator has the authority to reconcile any discrepancies. Any discrepancies, errors or lack of supporting documentation originating from the ISD that cannot be reconciled will be considered non-compliance and noted as part of the monthly compliance report, Annual Management Review and/or Annual Performance Review.
11. Upon final internal approval, the JJAEP Administrator will forward the Monthly Activity Report, attendance voucher and all supporting documentation to TJJD by the 10th calendar day of each operating month.
12. Late submissions are non-compliance and will require the JJAEP Administrator to send an email to the TJJD Performance Accountability Specialists and cc copy the Chief Juvenile Probation Officer and the El Paso County Auditor's Office specifying the reasons for lateness and action plan to submit MAR documentation as soon as possible.
13. Reimbursement to districts is done on a quarterly basis, however, voucher is submitted to the state on a monthly basis.
14. Due to the complex process required for accurate submissions, attendance to MAR training is required by ISD staff and administrators as part of the annual refresher training.

§348.212 INTER-LOCAL COOPERATION

Inter-Local Cooperation. (a) Parent, Guardian, or Custodian. (1) Progress reports must be given to the student and the student's parent, guardian, or custodian a minimum of once every 120 school days. (2) Except in cases where a parent, guardian, or custodian withdraws a student, the JJAEP must notify the student's parent, guardian, or custodian in writing of the student's withdrawal from the JJAEP prior to the withdrawal date unless the date is not known prior to the withdrawal. The JJAEP must maintain this documentation. (b) School District. (1) Student Entry and Exit Transition Plans. (A) For each student, the JJAEP must coordinate with the sending school district to develop a written transition plan for entrance into the JJAEP. (B) For each student, the JJAEP must develop a written exit transition plan, provide the plan to the receiving school district, and maintain written verification that the plan was sent. The exit transition plan must include all information regarding courses in progress or completed, current grades for courses in progress, and number of attendance days and absent days. (C) The JJAEP must provide the student and the parent, guardian, or custodian with a copy of the exit transition plan. (2) Student Assessment. All students enrolled in the JJAEP must take the statewide assessment as required under [Section 39.023, Education Code](#). The JJAEP must have policies and procedures addressing: (A) the delivery of testing materials to and from the JJAEP if the assessment is administered on-site; and (B) the administration of the statewide assessment to the students.

POLICY

Each school district's expelling entity shall notify a student's parent, guardian or custodian, the JJAEP campus, and the JJAEP Administrator of the student's enrollment into and exit from the JJAEP. A strong emphasis on parental engagement will be placed by the JJAEPs through the JJAEP intake and exit transition meetings, in which a regular educational review will be required to inform the parents regarding youth's educational status. Throughout youth's participation in a JJAEP setting, each JJAEP ISD will also advise parents of child's academic progress every semester or earlier if requested by El Paso County 65th District Court.

PROCEDURES

A. JJAEP PROGRAM REFERRAL AND ENTRY:

1. Pursuant to the Texas Education Code §37.0081 the authority to expel and place a student in an alternative school setting vests with the Board of Trustees of a school district, or the Board's designee.
2. The designated Behavior Coordinator for each expelling campus/district shall fulfill their duties as described in Chapter 37 rules prior to placement in JJAEP and in the event a student in JJAEP is subject to in-school suspension or out-of-school suspension.
3. Each ISD expelling entity/designee must conduct an expulsion hearing and forward the expulsion notice with the required data information (must include TSDS #) to the JJAEP Administrator no later than three (3) business days after the final appeal hearing is concluded and decision to expel is upheld. Failure to provide such written notice shall result in the child remaining in the Participating District's educational program.
4. Any youth placed in DAEP, while on waiting list for JJAEP placement will be credited those days towards JJAEP term. The JJAEP Administrator has the authority to change/update the JJAEP estimated exit date.
5. Documentation received for JJAEP placement will be reviewed by the JJAEP Administrator to ensure JJAEP criteria are met. (Pursuant to the Texas Education Code, Chapter 37.007 and in accordance with the Interlocal Agreement) Such documentation is as follows:
 - a. The alleged offenses **MUST** have occurred on school property or at a school sponsored or school related activity;
 - b. If the offense is drug or alcohol related and is punishable as a felony, the offense **MUST** have occurred on or within 300 ft of school property, as measured from any point on the school's real property boundary line, or while attending a school sponsored or school related activity on or off school property;
 - c. The student **MUST** be **expelled** by the school district pursuant to a mandatory expulsion offense listed in §37.007 (a), (d), and (e) of the Texas Education Code. (**SEE APPENDIX L – JJAEP OFFENSE CODES**).

- d. Participating Districts shall adhere to the guidelines established under Texas Education Code 37.302-.303, 37.304, 37.305, 37.306, 37.309-.310, 37.311 with regard to students placed in a JJAEP due to an offense which requires them to register as a sex offender. Participating Districts must adhere to expulsion term established guidelines as delineated in this policy and reflected on the JJAEP Interlocal Agreement.
- e. The school district **MUST** file an offense report with the appropriate law enforcement agency regarding the alleged incident made the basis of the expulsion.
- f. The respective law enforcement agency **MUST** make a formal referral to the Juvenile Court or Adult Justice System.
- g. To be accepted for placement in the JJAEP, a student must be expelled for a minimum of 75 school days. The maximum term may not exceed 180 program days, except for an expulsion involving a firearm, for which the maximum term is one (1) calendar year.
 - (i) Based on the current capacity under building code regulations, YISD is required to have no more than 32 students placed at JJAEP at one time. However, should special circumstances arise in the event that JJAEP enrollment is at 90% of capacity, or if any one Participating District has more than 67% of the students enrolled in JJAEP. In such case, the Participating Districts agree that YISD, may limit the length of a student's placement at JJAEP to a maximum of 100 school days, and the "75-day placement review" may occur at any earlier date acceptable to the Participating District.
 - (ii) In the event that JJAEP enrollment is at 90% of capacity, a waiting list shall be established for acceptance into JJAEP. Participating districts may place expelled students in their own district's DAEP.
 - (iii) Students shall be accepted into JJAEP in the order placed on the waiting list. However, the student will only be accepted if there are a minimum of 45 days remaining in the term of expulsion.
 - (iv) A student whose expulsion involved violence, a terroristic threat, or a firearm will have priority on the waiting list and will be accepted for placement in JJAEP up to the 100% capacity limit.
 - (v) In the event a student enrolled in the JJAEP commits an infraction that violates the YISD or the JJAEP Student Code of Conduct, YISD may take disciplinary action as per the JJAEP Student Code of Conduct. Such action may extend the student's term of expulsion and JJAEP placement.
 - (vi) The JJAEP Campus will not accept any more referrals beyond the last three (3) weeks of YISD's instructional school year. Any referrals submitted during this time shall be denied placement and the referred student will remain the responsibility of the Participating District to place in its own DAEP setting for the remainder of the school year.
- h. Pursuant to Section 37.011(k)(3) of the Texas Education Code, a student may be placed in the JJAEP if the student engages in serious misbehavior as defined in 37.007(c). However, El Paso County and YISD shall only accept students expelled for mandatory offenses as outlined in **EXHIBIT A** of the Interlocal Agreement between the Juvenile Probation Department and the ISD's operating and participating in JJAEP services.
- i. In order to be accepted for placement in JJAEP, a student must be aged ten (10) and over and in grade 6 or higher and be expelled. The Participating District will fully consider all mitigating factors, exhaust all appeals and alternative DAEP placement before determination is made to place the student in JJAEP.

- (i) The Participating District is aware and agrees that such student shall be placed and will receive educational services with middle school students at Cesar Chavez Academy Middle School.
 - (ii) Placement in JJAEP will not exceed twenty (20) school days, and enrollment of the elementary school student will not require YISD to add or reassign staff to meet teacher to student ratios on secondary levels.
 - (iii) Participating districts acknowledge and accept that El Paso JJAEP may, but is not required to separate middle school students from high school students in accordance with the Interlocal Agreement.
6. Each school district shall provide a copy to the El Paso County Juvenile Probation Department of the order expelling a District's student pursuant to §37.007 of the Texas Education Code along with all information required pursuant to §52.041 of the Texas Family Code (*expulsion notice-TJJD Standard§348.108(b)) no later than the third (3) business day after a hearing is held pursuant to §37.009 of the Texas Education Code and the JJAEP Inter-Local Agreement. Failure to provide such written notice shall result in the child remaining in a district's alternative educational program until proper notice is given to the JJAEP Administrator.
 7. Expulsion Notice shall also be provided to parent/guardian, JJAEP Campus, and JJAEP Administrator. At a minimum, expulsion notice should contain:
 - a. Student's Name and DOB.
 - b. Mandatory Offense.
 - c. Offense Code.
 - d. Expulsion Term.
 - (i) Expulsion Date.
 - (ii) Expulsion Term Expiration.
 - (iii) Identified Review Date.
 - e. Texas Student Data System (TSDS) number.
 - f. PIEMS number.
 - g. Law Enforcement Agency (LEA) incident report number.
 - h. If student is classified as special education and/or 504. Special education and 504 documents must be provided to the JJAEP Administrator alongside the expulsion notice package.
 8. If student is eligible for special education services, the Participating District must provide a copy of the Admission, Review, and Dismissal report (ARD). The ARD committee documentation must be maintained for each special education eligible student to include the most recent full and complete ARD meeting paperwork, the manifestation determination ARD meeting paperwork, and the most recent evaluation of eligibility for special education services.
 9. Each school district shall provide a copy of the law enforcement report or "Notice of Delinquency" for the offense for which the student is being placed into the JJAEP along with the Expulsion Letter/Notice.
 - a. For adult students pending charges within the Adult Criminal Justice System, the JJAEP Administrator may not require an offense report to be provided by the participating school district, if offense report is obtained directly from On-Call Records (WebRMS) and confirmation determines that the offense meets the mandatory criteria and probable cause has been established.
 10. The JJAEP Administrator will forward the "REFERRAL ACCEPTANCE FOR JJAEP PLACEMENT" to the referring district and Campus Administrator within three (3) business days upon receipt of the appropriate documentation to include: the police report or Notice of Delinquency notification, Expulsion Order and/or Expulsion Letter in its entirety. **(SEE APPENDIX M – JJAEP ACCEPTANCE FORM)**
 11. The JJAEP Administrator will forward a "REFERRAL DENIAL" form to the referring school district if criteria on the police report does not meet the requirements specified in the JJAEP Inter-local Agreement pursuant to §37.007 of the Texas Education Code. **(SEE APPENDIX M-1 – JJAEP DENIAL FORM)**

12. Failure to enroll in the JJAEP program within ten (10) school days of the JJAEP acceptance (in which no appeal is pending) will result in the reversal of the JJAEP acceptance.
13. To facilitate a smooth transition, facilitate a student's placement in a JJAEP and meet standards pursuant to TAC 348. 116 (b), the home school (sending school) will immediately provide a written transition plan to include all transcripts and appropriate documentation, and any special education and LEP documentation to the JJAEP Campus Administrator.
 - a. Along with the JJAEP Acceptance Form, the JJAEP Administrator will submit the JJAEP Request for School Records on all new JJAEP enrollments. The expelling district agrees to immediately, but not later than three (3) school days from JJAEP acceptance determination, provide and advise the JJAEP campus of all necessary school withdrawal and educational records; to include any special education or 504 paperwork in order to facilitate an appropriate educational plan.
14. The school records request form includes the following:
 - a. The withdrawal form from the home school.
 - b. Transcripts.
 - c. CUM file.
 - d. Special Education Records, if applicable to include ARD documentation such as the Manifest documentation and IEP upon exit.
 - e. Notification of Expulsion.
 - f. Immunization.
 - g. Grades and credits; and
 - h. State assessment scores (SEE EXIT DATA REPORTING)
15. The JJAEP Campus will schedule a JJAEP Intake appointment with the student and parent within seven (7) to ten (10) school days of JJAEP acceptance. If a student's JJAEP Intake appointment cannot be fulfilled within such timeline, the JJAEP campus must communicate reasoning to JJAEP Administrator.
16. Although a student may be accepted into JJAEP, enrollment in the JJAEP may be delayed due to capacity limits or other special circumstances.
17. During the JJAEP intake, the parent and student will receive a copy of the JJAEP Student Code of Conduct (SCC) and sign the **JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGMENT STATEMENT (APPENDIX N OR APENDIX N-1)** along with other JJAEP intake documents to include the **Abuse, Neglect and Exploitation Form (SEE APPENDIX S)**. An emphasis will be placed on the JJAEP's policy regarding a zero tolerance for sexual abuse, prevention of Abuse, Neglect or Exploitation and compliance with the Prison Rape and Elimination Act (PREA) for all juvenile justice programs, to include JJAEP.
18. Upon the commencement of the school year and as deemed appropriate, Participating Districts will hold review under Interlocal Agreement Placement Review section for returning JJAEP students that carried over from prior school year and have met the 75th day placement day in JJAEP.
19. For students who are expelled into the JJAEP and are accepted but do not enroll under the JJAEP due to parents withdrawing the student, the student will remain eligible for JJAEP expulsion upon enrolling back into a formal school district. The expelling district would need to hold another expulsion hearing and provide a new expulsion term along with the required expulsion package.

B. PROGRESS REPORTS

1. Copies of the JJAEP student's progress report will be provided to the parent, guardian, or custodian and the JJAEP Administrator at a minimum of every 120 days or earlier. The JJAEP Administrator or 65th District Court may request grades more frequently.
2. The JJAEP Campus shall regularly review the student's progress towards meeting adequate academic standards. The JJAEP Exit Transition Meeting is intended to review the youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful.

C. JJAEP EXIT CRITERIA

1. A student shall exit from the JJAEP upon the expiration of the term of expulsion as stated on the student's expulsion letter, upon completion of their court ordered or deferred supervision; or at the discretion of the school district after advising the JJAEP Administrator in writing of the district's decision. It is highly recommended that the sending school expel for a minimum term of 75 school days. This minimum term allows for adequate timeframe for student to demonstrate progress and take the IOWA standardized test as part of the JJAEP Performance Measurement.
 - a. All ISDs afford an appeal process to the expulsion decision and a school district has the discretion to make an administrative decision and remove a student from the JJAEP at any time and return the student to the home school or place in the DAEP. Written notification to the JJAEP Administrator from the school district, JJAEP Campus, or designee will be required advising of their action. The letter will be placed in the student's JJAEP electronic file.
 - b. Should the ISD overturn their ruling, the ISD or designee must notify the JJAEP Administrator within same day of decision.
2. The student will be JJAEP post-tested (IOWA Basic Skills Test, Complete or Survey on-line versions) prior to projected exit date if he/she has been enrolled in the JJAEP for a minimum of 65 days.
3. Assigned Probation Officers must inform the JJAEP Administrator (in writing) within 30 days in advance of projected early termination date if youth will be recommended for an earlier termination than what was originally advised on the JJAEP Collaboration and Status Notice. This notification is vital as youth must be post tested prior to exit from a JJAEP campus and for purposes of reimbursement. Once youth's supervision status changes and he/she is no longer under the supervision of the Court, it may result in the Post Test not being given due to youth's JJAEP exit.
4. If a student has completed Deferred Prosecution (DP), Court Ordered Probation, Adult Community Supervision, a Motion to Terminate, Review Hearing Order (terminating the student), Letter of Closure/Completion from Deferred Prosecution (DP) or other official closure action the JJAEP Administrator or designee shall be responsible for communicating the change in legal status to the JJAEP Campus and the respective School District.
5. The School District will make the determination to transfer the student into their Disciplinary Alternative Education Program (DAEP) or return the student to their home school. Notification will be required from the school district advising of their decision within five (5) business days. The email and ISD response will be placed in the student's JJAEP case.
6. If the student Court disposition includes: prosecution refused, found not guilty, or dismissed by court, paperwork (Order of Dismissal, Decline, and Not delinquent by trial) must be obtained and forwarded to ISD expelling entity establishing that the disposition has occurred. The school district will make a determination to transfer the student into DAEP or to reintegrate the student into his/her home school. ISD response will be required within five (5) work days advising of their action. The letter will be placed in the student's JJAEP case.
7. JJAEP campuses will submit a withdrawal or a Universal Lever form to the JJAEP Administrator within five (5) school days of exit indicating the student's JJAEP exit date along with the JJAEP exit data reporting form.
8. A withdrawal packet will assure that that the home school receives all the necessary information needed for the student's continued success. **(APPENDIX O – EXIT DATA REPORTING FORM)**

D. EXIT TRANSITION MEETINGS

1. Upon notification from the JJAEP Administrator of youth's exit due to termination of court ordered supervision or completion of JJAEP term, the JJAEP Campus Administrator will coordinate an Exit Transition Meeting with the returning home school.

2. The purpose of this meeting will be to meet 348.116(B) and develop the foundation for academic and social success after JJAEP exit and upon return to student's home school.
3. The following will be invited to the Exit Transition Meeting: JJAEP Campus Administrator or designee, CIS, special education teacher (as applicable), guidance counselor, student, parent/guardian, assigned Probation Officer or JPD representative and home school Administrator or designee. The meeting's purpose will be to review youth's JJAEP placement and achievements, develop youth's graduation or educational plan due to return to home school and identify supports for youth to remain successful. The following information is also reviewed during the JJAEP Exit Transition Meeting:
 - a. A review of educational courses attended.
 - b. Credits earned and credits pending.
 - c. Youth's discipline and behavior progress and areas of improvement.
 - d. Attendance record.
 - e. IOWA assessment pre and post test scores, if available.
 - f. STAAR or TAKS assessment scores.
 - g. Transcript and grades in progress.
 - h. Youth's accomplishments and improvements.
4. At the time of official exit, the parent will be provided with a withdrawal packet (Withdrawal packet or Universal Lever) –from the JJAEP facility which may include: Withdrawal form/Universal Lever, grades, credits, attendance records and immunization.
5. The JJAEP will forward the student's transcript to their respective home school.
6. Respective JJAEP registrar shall transfer all grades and course credit earned to the sending school districts when a student is transferred back to the home school district.
7. A transcript for graduating students will be required. The transcript must advise that the student is being "recommended for graduation".
8. If the student's court disposition/status changes such as charges being downgraded, lowered to a misdemeanor charge, not found guilty, case was dismissed, or no disposition ordered, each school district determines whether a student returns to the home school or is placed into the district's Disciplinary Alternative Education Program (DAEP).

E. STATEWIDE ASSESSMENT

It is the policy of the El Paso County JJAEP that all students enrolled in the program shall take the State of Texas Assessment of Academic Readiness (STAAR) examination and it shall be administered at the appropriate grade level to the student at the JJAEP.

1. If required due to grade level classification, JJAEP students will take the state assessment (STAAR replaced TAKS). Students that were started with the TAKS test will continue to be tested with TAKS. Students beginning to be assessed will begin with the STAAR assessment. Eventually the TAKS will phase out.
2. Teachers are trained in accordance with TEA guidelines at a staff development prior to the scheduled testing.
3. Each JJAEP has a designated testing coordinator (usually the school counselor) to assure that the TAKS or STAAR is carried out appropriately and is responsible for safeguarding the confidentiality of the test and ensuring the test is administered as per established guidelines.
4. Designated teachers may assist the principal in verification of grade status, securing test materials, and administering the TAKS or STAAR test in accordance with TEA guidelines.
5. All TAKS or STAAR scores shall be reported to the student's home school district as part of the exit process.
6. Scores for students that took any state assessments will be requested from designated person who has access to TEA website on score results; scores are required for the TJJD Annual Performance Evaluation. **(SEE APPENDIX O – EXIT DATA REPORTING FORM)**
7. Any JJAEP student who did not pass STAAR grades 3-8 or EOC assessments must receive accelerated instruction. Accelerated instruction entails either assigning a classroom teacher who is certified master, exemplary, or recognized teacher; or delivering supplemental instruction (tutoring) before or after school or embedded in the school day.

(c) Juvenile Probation Departments. (1) The JJAEP and the local juvenile probation department must jointly coordinate the provision of needed social services for the students enrolled in the JJAEP. (2) Local juvenile probation departments must provide to the JJAEP information regarding the probation status of each student and the name of the student's juvenile probation officer. (3) The JJAEP must provide the local juvenile probation department with monthly attendance records of juvenile probationers enrolled in the JJAEP.

POLICY

The El Paso County Juvenile Probation Department shall cooperate in providing JJAEP students with needed social services for students. JPD and the JJAEP Campus will coordinate and share necessary information regarding probation status of any JJAEP student, and the JJAEP campuses will provide the JJAEP Administrator with monthly attendance, discipline and grades for students enrolled in the JJAEP.

PROCEDURE

1. The JJAEP Administrator will forward the JJAEP Collaboration and Status Notice within five (5) days of JJAEP acceptance to inform the JJAEP Campus and assigned Juvenile Probation Officer of the following, if not yet provided:
 - a. Student's JJAEP start and projected end date.
 - b. JJAEP eligible offense.
 - c. Student's Court and/or supervision status, start and projected review and/or end dates.
 - d. If pending adjudication or disposition, student's pending Court dates.
 - e. School record request and JJAEP Exit Transition Meeting information.
 - f. Student's assigned Juvenile Probation Officer (if applicable).
 - g. Juvenile Probation Manager or supervisor will be copied to provide for support to respective Juvenile Probation Officer (as needed) or in the event officer is unavailable.
 - h. An updated Collaboration and Supervision Notice will be sent once youth's case disposition changes and to advise school of changes in Juvenile Probation Officer(s).
2. The JJAEP campus liaison will provide the following documentation to the JJAEP Administrator on a monthly basis. If updated, records are needed for Court purposes:
 - a. Monthly Activity Report (MAR).
 - b. Spreadsheet/Roster; (Accompanies MAR, designates when a JJAEP student enters and exits).
 - c. Attendance Records - (Accompanies MAR, JJAEP students on court ordered probation require Probation Services Officers to request educational records or referrals for Court purposes).
 - d. Grades in Progress; Discipline Referrals (required for all major violations of the JJAEP Student Code of Conduct, but all referrals are needed for Court reporting).
 - e. JJAEP campus will provide an updated JJAEP Staffing and Certification Log listing and CPR, First Aid and CPI certification log every month at the time the MAR is submitted (Sent with MAR).

§348.214 PHYSICAL PLANT POLICY

Physical Plant. (a) The JJAEP must conform to all applicable federal, state, and local ordinances and codes. Each JJAEP must have on file the most recent inspections (i.e., health and fire) conducted by the local governmental authority having jurisdiction. (b) The number of occupants in the JJAEP may not exceed the rated capacity as determined by the appropriate fire authority. The JJAEP must maintain documentation from the appropriate fire authority for the rated capacity of each classroom and for the entire building. (c) The classroom space and common areas must be adequate to meet the programmatic requirements for each student enrolled and in attendance in the JJAEP, including sufficient seating and desks or tables. (d) All fixtures, including any emergency lighting, must be in working order. (e) Repairs must be made promptly to all furniture, equipment, and fixtures currently in use that are not in safe working order.

The JJAEP will abide by federal, state, local ordinances, and codes, and TJJJ Standards for Physical Plant compliance. To ensure that the physical plant is in compliance the PHYSICAL PLANT COMPLIANCE MONITORING ASSESSMENT will be utilized once per year to monitor current health and fire inspections, occupancy signs in the classrooms and common areas, and that classroom space, fixtures and common areas are adequate to meet the programmatic requirements for each student. **(SEE APPENDIX E AND E-1 – COMPLIANCE MONITORING ASSESSMENT - STANDARDS AND PROGRAMS PHYSICAL PLANT).**

PROCEDURE

1. All emergency exits within each of the JJAEP campuses should be:
 - a. Properly positioned.
 - b. Clear of obstruction
 - c. Permanently marked for evacuation in the event of fire or another emergency.
2. Places of assembly must have a minimum of two (2) operational exit options.
3. The local Fire Marshal has issued occupancy limit notices (capacity signs) for the El Paso County JJAEP campus. Each facility establishes that they will comply with the state and local fire authority regarding:
 - a. Rated capacity in classrooms.
 - b. Rated capacity in the cafeteria with tables in room; or without tables in the room.
 - c. Rated capacity in the gymnasium area (if applicable).
 - d. Capacity of the JJAEP facility as determined by the local Fire Marshal.
4. Each school district will ensure that the JJAEP facility provides comprehensive insurance coverage that includes property insurance and comprehensive general liability insurance. Insurance coverage includes workers compensation in accordance with the laws of the jurisdiction.
5. A copy of the policy can be obtained through the school districts' central offices.
6. Each JJAEP facility will ensure that interior finishing materials; furnishings in classroom areas, exit areas and places of public assembly are in accordance with recognized National Fire Safety Codes and the referenced guideline.
7. Separate and adequate space in the El Paso County JJAEP campus is provided for all mechanical equipment such as heating, air conditioning, electricity, etc.
8. The YISD JJAEP campus will ensure that the facility has appropriate means and steps implemented to provide comprehensive safety and protection to students within the facility and to prevent access by the general public without proper authorization or clearance.
9. The YISD will assure that the JJAEP campus conform to all applicable Federal, State and Local Building Codes and shall have available for inspection at all times a "Certificate of Occupancy" issued by the city of El Paso verifying that all necessary local building codes have been met in order for the program to operate within each JJAEP campus.
10. To determine compliance with this standard, the following will be reviewed:
 - a. Review the facility's most recent fire inspection report for any violations cited by the appropriate authority. Fire Inspection Report should be posted within the facility where it is easy visible.
 - b. Review the current health inspection report, if applicable. Health Inspection Report should be posted in the facility's kitchen area where it is easily visible.
 - c. Review the current food handler's certification, if applicable. Food Handler's certification should be posted in the facility's kitchen area where it is easily visible.
11. The JJAEP will use the **COMPLIANCE MONITORING ASSESSMENT-PHYSICAL PLANT** to examine the applicable areas. A compliance monitoring assessment will be conducted yearly by JPD/JJAEP. If findings show that there are continued non-compliances the JPD/JJAEP may need to conduct more frequent compliance monitoring assessments.
 - a. Facility Administrators will be notified of the discrepancies to be corrected as soon as possible. On the Physical Plant §348.118 a period of two weeks to correct non-compliance will be given.

- b. The Physical Plant Compliance Monitoring Assessment will be reviewed by the Director of Intake Services for approval and guidance on actions to be taken on any incidents of non-compliance found within any of the JJAEP facilities.
- c. Compliance Monitoring reports will also be forwarded to the Juvenile Chief Probation Officer who will provide compliance/non-compliance matters to district superintendents, school administrators, and other district officials in charge of their alternative schools.

§348.216 SAFETY, SECURITY, AND EMERGENCY RESPONSES

(a) Security Plan. The JJAEP must have a written plan that addresses security: (1) within the JJAEP building(s); (2) on the JJAEP campus; (3) at JJAEP-sponsored events that take place off campus property; and (4) during transportation of JJAEP students; if applicable. **(b) Transportation** The JJAEP must have written policies and procedures that govern the use of motor vehicles to transport students enrolled in the JJAEP. The policies and procedures must address the following: (1) authorized methods of transportation; (2) security and supervision requirements; (3) authorized transport personnel; (4) procedures for responding to emergencies while transporting students; (5) a requirement to possess appropriate auto liability insurance when transporting students in personal vehicles, if allowed; and (6) circumstances under which a student is allowed to drive a personal vehicle to the JJAEP campus. **(c) Emergency Situations.** The JJAEP must have written policies and procedures regarding emergency situations. The policies and procedures must address the following: (1) emergency evacuation plans; (2) assignment of staff responsibilities; (3) notification of emergency services; and (4) procedures for specific emergency situations, including: (A) fire; (B) bomb threat; (C) hazardous weather conditions; (D) active shooter event; and (E) riot. **(d) Medical Emergencies.** The JJAEP must have written policies and procedures addressing medical emergencies. The policies and procedures must address the following: (1) obtaining medical assistance; (2) when emergency medical services must be called; (3) notification to appropriate staff and to the parent, guardian, or custodian of the student involved; and (4) documentation of the incident.

POLICY

The El Paso County JJAEP security plan shall ensure that a control location be provided to ensure that students remain safely within the facility; to prevent access by the general public without proper authorization; and to accommodate general staff communication and information gathering. The front desk at every JJAEP campus shall be the designated control area for the facility. A written security plan is also provided for school-sponsored events, off school property and during transportation of JJAEP students.

PROCEDURE FOR CRISIS SITUATION

Staff or designated person will advise front desk/control area of crisis situation.

1. Alarm system activation may be necessary to activate the evacuation/lockdown procedures.
2. Support staff radios; security supervisor on duty; and designated response staff will announce a designated code, i.e., a "Code Red".
3. Supervisor and response staff will deploy to location of the crisis.
4. To ensure timely response by supervisory staff during the designated code, a fire drill shall be conducted a minimum of twice (2) per academic year. A fire drill code report shall be filled out by a School Administrator or designated person performing the drill and submitted to the School Administrator after each drill.

Front Desk/Control Area:

1. The front desk/control area shall be staffed with at least **one (1) staff member** during regular business hours.
2. Supervision staff will rotate monitoring the front desk/control area whenever JJAEP support staff is unavailable.
3. The use of the JJAEP phones at the front desk/control area shall be limited to business related calls to authorized personnel only. Any necessary personal phone calls that must be made shall be kept to a minimum to ensure security of the incoming and outgoing persons, JJAEP students, etc.

School Sponsored Events Off Campus:

1. JJAEP students participating in any type of outings will be adequately supervised. Precautions will be taken to assure that there are enough authorized personnel to supervise students.
2. Headcounts will be conducted periodically to assure that all students are present.

3. If JJAEP staff uses their personal vehicles to transport, they must have adequate liability insurance which should be current and in their employee electronic file.
4. A Parental Authorization form for students participating in an outing must be obtained prior to the departure on the outing.
5. In the event of a serious incident occurring during an outing, the same procedures will be practiced as outlined for any serious incident or emergency situation while on campus. Report the incident immediately to emergency personnel, administrators, and to TJJD if applicable. In the latter, a TJJD Incident Report must be submitted within 24 hours for all TJJD serious incidents or ANE allegations.

General Public/Visitors:

1. At no time will citizens from the general public be allowed to access the main corridor, or interior of the facility without prior clearance and approval from JJAEP operational staff.
2. All visitors shall report to the front desk/control area for verification, sign-in and declare the nature of their business.
3. No visitors will be allowed to pass the control area without prior authorization or clearance.
4. Visitors roaming the outside campus grounds should be reported immediately to campus security or ISD police, or city police (if stationed on campus).

SCHOOL BUS TRANSPORTATION

Transportation of students attending the JJAEP will be the responsibility of the student's sending District. Neither the JJAEP, nor the Educational Fiscal Agent is responsible for transportation of students sent by other Districts attending the JJAEP, including students with disabilities who require transportation as a related service. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.

Parents or other designated responsible adult are expected to provide supervision of their own child at the bus stop site. Parents, or other designated responsible adult are expected to remain at the pick-up site in the morning until the student boards the bus as well as be at the bus stop site when the child gets off the bus in the afternoon. If the participating district does not provide bus transportation, parents/guardians are ultimately responsible for transporting the JJAEP student to and from the JJAEP facility. Students are expected to arrive on time to school regardless of their method of transportation. JJAEP personnel authorized to transport JJAEP students must have proof of adequate auto liability insurance and a current driver's license when transporting in personal vehicles.

PROCEDURE

1. Before making the decision to place an expelled student at JJAEP, the Participating District shall determine the student's access to transportation to JJAEP and put a transportation plan in place.
2. If a transportation issue is identified after placement at the JJAEP, an emergency meeting with all involved parties, to include invitation to parent(s), will be held.
3. Should transportation be an ongoing barrier to attendance, the student may be exited from JJAEP and returned to the sending school district.
4. Any serious incident or negative behavior of a JJAEP student will be reported to the School Administrator/Assistant Principal.
5. Bus drivers will follow their districts policy on maintenance and transportation of students.
6. Negative behavior on a school bus will warrant an incident report to be submitted to the School Administrator/Principal and JJAEP Administrator due to the potential of harm to others. The School Administrator or JJAEP Administrator may take administrative/legal action deemed appropriate for the student's negative behavior.

7. A copy of the incident report will be forwarded to the JJAEP Administrator and maintained in the student's JJAEP/JPD case.
8. Emergencies while transporting students will be handled appropriately by notifying police, EMS, administrators, parents, TJJD, and JJAEP Administrator in a timely manner. They will be handled like any other emergency situation.
9. Adult students that present a dire need to use their personal vehicles and the permission of their parents to get to school may be considered. The student will be required to present proof of current insurance and possess a current TX Driver's License to their JJAEP campus.

EMERGENCY SITUATIONS

The JJAEP shall have written policies and procedures regarding emergency situations and will address emergency evacuations plans; assignment of staff responsibilities; and notification of emergency services. It is the policy, procedure, and practice of the El Paso County JJAEP to have emergency procedures including but not limited to:

- A. Fire;
- B. Bomb Threats;
- C. Hazardous Weather Conditions;
- D. Active Shooter Event; and
- E. Riots

PROCEDURE

A. FIRE

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.
2. The El Paso Fire Department will respond to any-and-all emergencies experienced at the JJAEP.
3. The El Paso Fire Department shall inspect the JJAEP Campus fire safety plan, which includes the appropriate location of fire extinguishers, first-aid supplies and emergency exits.
 - a. Fire extinguishers within the JJAEP Campus will be inspected, certified and tagged as properly charged and workable on an annual basis by an independent and authorized agent.
 - b. If extinguishers are used at any time, they shall be recharged and returned to fully operational as soon as possible.
4. The JJAEP Administrator shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.

Combustible Refuse:

All other combustible refuse (i.e., rags used with flammable liquids) will be disposed of immediately after use in the outside metal dumpster. At no times will combustible materials such as this be kept or stored within the JJAEP campus facilities.

Fire Drill Procedures:

Fire drills shall be conducted at least twice (2) a year; however, some school district policies require fire drills no less than once a month during the JJAEP daily program. The following protocol applies for Fire Drills:

1. The School Administrator or designee shall schedule the drills. Prior notification to students about the drill shall not be given to increase drill effectiveness and real life response time.
2. The School Administrator or designee conducting the drill shall monitor all aspects of drill operations.
3. The School Administrator or designee shall contact security personnel to inform them of the need to perform a fire drill.
4. Security personnel or designee shall activate the fire drill alarm system.
5. The students and staff shall evacuate the facility to the designated safe zone (staff parking lot).
6. A head count shall be performed of all students to ensure all students are accounted for.
7. Once all staff and students are accounted for, and the "all clear" on the drill is issued, all persons shall return to the regularly assigned areas.

8. Fire drills shall be timed to measure effectiveness and efficiency of the fire plan.
9. The School Administrator or designee shall make entries of all fire drills conducted into a reporting form/log.
10. Records reflecting the fire drill(s) shall be maintained and provided to the JJAEP Administrator.

Evacuation Plan:

It is the policy of JJAEP to provide an evacuation plan for staff members, students, and visitors in the event of fire or a major emergency requiring evacuation of the JJAEP facility. All JJAEP staff are trained in the implementation of written emergency plans through the Campus Administrator upon assignment to the JJAEP Campus and this component is also reviewed as part of JJAEP New Orientation Training.

1. The JJAEP Campus Administrator shall ensure all staff is familiar with the building floor plans and primary and secondary evacuation routes.
2. Fire or exit drills may be conducted monthly as per certain ISD policy. For all fire drills conducted, the JJAEP Campus Administrator/designee shall maintain a log and documentation of drill results and forward results on a monthly basis (or when drills occur) to the JJAEP Administrator to utilize toward compliance monitoring. Favorable ratings will be highlighted as part of Physical Plant compliance monitoring for ISDs that emphasize safety through drills that exceed frequency and standards.
3. A copy of the JJAEP floor plan and emergency evacuation routes shall be posted on prominent readily visible areas throughout the JJAEP buildings.
4. Exit signs are located in principal areas throughout the buildings and aid in the prompt evacuation of students and staff.

Fire Prevention Practices:

JJAEP Staff should always be on the lookout for fire hazards such as altered electrical outlets, overloaded electrical units, used/empty fire extinguishers and improper trash storage. It is essential that all staff make fire prevention a basic part of their daily activities. All staff shall be attentive to maintaining good housekeeping standards to enhance fire safety practices, including:

1. Proper storage of combustible material.
2. Prevention of hazardous electrical situations.
3. Training for students in fire safety procedures.
4. Fire drills.
5. Equipment checked regularly.
6. Purchase of fire resistant furnishings and materials within facility.

The Staff Member first detecting smoke or signs of a fire shall:

1. Utilize a fire extinguisher to put fire out if fire is small and controllable. However, the main purpose of the extinguishers is to assist in evacuation from the building.
2. After use, contact the JJAEP Campus Administrator to report the incident requiring the use of an extinguisher and request that the extinguisher be serviced and refilled.
3. After removing extinguisher from its mounting bracket, to activate and employ the fire extinguishers, the "PASS" methodology shall be utilized:
 - P** - Pull the silver-colored pin.
 - A** - Aim at the base of the flame.
 - S** - Squeeze the handles together, and
 - S** - Sweep side to side and from the bottom of the fire.

Fire Plan Review

The JJAEP Campus Administrator shall review the fire and emergency plan with JJAEP staff as specified in this document and update annually, if necessary.

Fire Investigations

The JJAEP Campus Administrator shall investigate or ensure adequate investigation by a qualified person is conducted for all reported fires in the facility, regardless how minor they are.

Firefighting Equipment and Fire Fighting Personnel

The emergency number for fire and EMS assistance is 911. The emergency dispatcher should be provided all information necessary describing the nature of the emergency.

Emergency Lighting

Emergency lighting must be available and provide sufficient illumination to exit areas in the event of any emergency resulting in a power outage.

Fire Hydrants

Fire hydrants are accessible and properly maintained in accordance with city ordinances and regulations. El Paso County JJAEP campus will advise staff and students where all fire hydrants are located. The fire/smoke detection system within the JJAEP campuses, are comprised of the following elements:

1. Emergency pull stations.
2. Smoke detectors.
3. Fire extinguishers.
4. Audio/visual alarm indicators.

Emergency Pull Stations

Emergency pull stations may be utilized when staff detect fire or smoke before the installed smoke detectors engage, or in any other emergency requiring staff and students to immediately evacuate the building according to posted safety floor plan. To set the alarm, pull down the handle and the alarm will sound. (Emergency pull stations will be tested annually).

Trash Receptacles

Trash receptacles are located throughout the facility they shall be maintained to reduce the possibility of fire. Trash receptacles shall be:

1. Fireproof.
2. Readily accessible.
3. Empty and cleaned daily.
4. Operational

Emergency Plans

A copy of the floor plans shall be posted throughout the JJAEP campus facilities.

First Aid Equipment

JJAEP staff has access to any of the emergency First Aid kits located throughout the facility and regular status JJAEP employees will also receive periodic First Aid training as part of JJAEP standards.

B. BOMB THREAT

Written Bomb Threat:

1. Save all the materials including any envelope or container.
2. Handle the material as little as possible, to preserve possible fingerprints.
3. Contact local law enforcement immediately to assess and intervene in the suspected bomb threat danger.
4. After police are notified, contact the JJAEP School Administrator/designee and advise of the status of the situation at hand. Turn over all material to the police upon their arrival at the scene.

Telephone Bomb Threat:

1. The staff member answering the telephone should refer to the FBI Information card on the next page and conduct the following instructions:
 - a. Exact words of the caller.
 - b. Exact time the call was received and ended.
 - c. Description of the caller's voice.
 - d. Questions to ask (try to get specifics):
 - When is the bomb going to explode?
 - Where is it?
 - What type of bomb is it?
 - What does it look like, etc.?
2. Remain calm, be polite, and show interest; DO NOT hang up, even if the caller does.
3. Try to keep the caller talking to learn more information regarding the potential threat.
4. If possible, write a note to a colleague to call the authorities or, as soon as the caller hangs up, immediately notify law enforcement.
5. Report the call to the School Administrator immediately when call is terminated.
6. Take the students outside and move them to a safe distance away from the building.
7. Law Enforcement or proper emergency response authorities upon deciding that a search is warranted will conduct search of the premises.
8. In the event that facility has to be evacuated due to an imminent bomb threat, all students, staff, and visitors will be moved in an orderly manner out of the building to a safe location. Each facility has their evacuation plan to follow. Only emergency personnel will remain in the building and will be the only authority to approve the return into the facility. School Administrators and designated staff to assist in the evacuation shall be responsible for facilitating the evacuation from and back into the building when Law Enforcement and/or Fire Marshal give order to reenter the facility.
9. Student's parents should be contacted and advised on the status and condition of their child within four (4) hours of the "all clear" given by law enforcement via telephone.

C. HAZARDOUS CONDITIONS

In the case of a **SEVERE STORM ALERT**: Students, staff, and visitors should be moved to a designated safety area in hallway. In case of **LOSS OF ELECTRICAL POWER**: Emergency power automatically will be provided to a JJAEP facility via an automated emergency power generator, which will provide emergency lightening and back up to any other essential operational equipment.

D. ACTIVE SHOOTER EVENTS

The JJAEP campus must have policy and procedures in place and readily accessible to staff addressing active shooter events. Drills must be conducted as per district policy, statute, or Texas Education Code standards to ensure students and staff are aware of the necessary steps needed to ensure preservation of life during an active shooter situation. Cesar Chavez Academy (CCA) classify active shooter drills as "lockdown drills".

E. RIOTS

1. In case of a riot, fight, or hostage situation, police officers on campus will be notified immediately. The El Paso Police Department will take command of the situation and will instruct School Administrators of necessary actions.
2. Students not involved in the disturbance will be moved to a safe place where they can be supervised and accounted for.
3. Once the disturbance is under control a headcount of students will be made to assure that the facility is secure, that no one has escaped, or may be hiding. 158

4. Police will detain students participating in the event for further investigation.
5. Police will take appropriate action on students involved to include detention or release pending outcome of investigation.
6. School Administrators will report the incident to the JJAEP Office immediately and submit an incident report to the JJAEP Administrator.
7. A copy of the incident report will be placed in the student's case.

F. MEDICAL EMERGENCIES

To ensure the safety of the JJAEP students, all medical emergencies (illness or injury) shall be responded to immediately. The JJAEP Nurse or designated staff member will call 911 for a medical emergency.

DEFINITION:

Emergency Care: An emergency refers to any serious illness, injury, or situation, which may require surgery and may or may not be life threatening. The following guidelines will be followed in an emergency health related situation that may present itself as a life-threatening situation:

1. The staff member first to arrive on the scene will begin administering first-aid until professional medical care arrives. While one staff member is administering first-aid, another shall be responsible for calling 911 and obtaining EMS services, contacting the School Administrator, parents, and police on campus. The student's welfare is the highest priority, therefore all necessary actions to assure their well-being.
2. Life threatening situations will warrant EMS to transport the student to the University Medical Center of El Paso. A copy of the signed Consent for Medical Treatment will accompany the student with EMS personnel.
3. Once the student has been stabilized or transported, a JJAEP staff member will be responsible for the following:
 - a. Brief all necessary personnel on the situation and await further instructions from the school administration.
 - b. Assure that the parent or a staff member will be at the hospital to provide caring support. (If parent cannot be located, the student may have to be transported back to the school or home after a medical clearance has been obtained).
 - c. If School Administrators are not readily available, proceed immediately in obtaining medical services. Do not delay in securing medical attention.
 - d. In non-life threatening situations, a staff member or nurse will contact the parent to pick up the student.
 - e. All medical emergencies are required to be documented. A TJJD Incident Report will be submitted when any medical treatment has been provided. If it is a serious incident, it shall be reported via a telephonic call within one (1) hour to police and within four (4) hours to TJJD. The ANE Incident Report must be submitted within twenty four (24) hours of the incident.

(e) Cardio-Pulmonary Resuscitation(CPR) and First Aid. Each JJAEP must have at least two staff members certified in CPR and first aid on duty and in close proximity to the students at all times when students are present at the JJAEP campus. Proof of current certification must be maintained in personnel or training files. Documentation must reflect the day certification expires.

POLICY

TJJD standards require that two (2) staff members be certified at all times in Cardio-Pulmonary Resuscitation (CPR) and First Aid at all times when on duty and in close proximity to the students when students are present at the JJAEP campus. In accordance with the JJAEP Interlocal Agreement, the standard will be followed and both EPISD and YISD will ensure that at least two (2) regular staff members on duty at all times will be certified in CPR and First Aid. These certified staff members must be in close proximity of JJAEP students throughout the course of the work day. Although the use of substitutes is a common practice, substitutes are not regular status employees

and are not required to be certified in CPR/First Aid. As such, it is vital that school administrators work closely with the JJAEP Administrator to ensure that at least two (2) staff members included in the daily ratio and in close proximity to JJAEP students are certified in CPR/First Aid at all times.

PROCEDURE

1. The JJAEP must have at least two (2) JJAEP staff certified in CPR and First Aid at all times on-site. New employees must acquire their certifications (CPR/ First Aid and CPI) within 60 days of hire.
2. Certification of all regular status employees will be submitted as part of the **STAFFING AND CERTIFICATION LOG (APPENDIX F)** on a monthly basis along with the TJJD Monthly Activity Report to demonstrate that at least two regular status staff members are updated on their CPR and First Aid certifications.
3. Certification Logs will not contain names of short or long term substitutes as both ISDs only provide this certification for regular status employees. Copies of cards with expiration dates will also be submitted as proof of certification to the JJAEP Administrator.
4. Certification records will be safely stored at the JJAEP Administrator's electronic repository.
5. **Nurses** are required to have proof of CPR/First Aid, and CPI certifications and should be an identified employee that does not lapse in above certifications.
6. Communities Activities Officers (CAO) must be certified in Crisis Prevention Intervention and CPR/First Aid in order to be certified as a CAO and meet recertification requirements every two years thereafter as per TJJD standards.

(f) Emergency Exit Drills. The JJAEP must conduct at least two emergency exit drills during the school year unless local fire codes or ordinances require these drills more frequently. At least one drill must be conducted during the first half of the school year (August–December) and at least one drill must be conducted during the second half of the school year (January–June). (1) Written documentation (e.g., fire drill log) of the emergency exit drills must be maintained. Documentation must include the date, time, and staff involved in the emergency drill. (2) The JJAEP must post emergency exit routes in all classrooms and common areas. **(g) JJAEP Closure.** The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation. The policies and procedures must: (1) address the cancellation of classes due to inclement weather and/or emergency situations; (2) identify the individual responsible for making the decision to cancel classes; and (3) specify the method(s) by which the closure is to be communicated to the students and their parents, guardians, or custodians.

POLICY

Fire drills are practice sessions designed to teach participants the best means to escape in case of fire or another emergency. The JJAEP facility shall conduct fire drills at least twice (2) a year. A minimum of one (1) of the emergency exit drills shall be conducted during the first half of the school year (August-December) and one (1) shall be conducted during the second half of the of the school year (January-June).

PROCEDURES:

See Evacuation Plan

1. JJAEP fire prevention regulations and practices shall ensure the safety of staff, students, and visitors at all times.
2. The JJAEP School Administrators shall ensure that all staff is trained and knowledgeable in the use of all fire safety equipment and in implementation of written emergency plans and procedures.
3. Written documentation (i.e., fire drill log, etc.) of the emergency exit drills, active shooter drills or lockdown drills shall be maintained. Documentation shall include the date, time, outcome, and staff involved in the drills.

The JJAEP shall have written policies and procedures addressing the cancellation of classes due to an emergency situation and inclement weather. The School District will be responsible in making decisions to close down schools due to inclement weather or emergency situations.

JJAEP CLOSURE

The JJAEP must have written policies and procedures addressing the cancellation of classes due to an emergency situation.

1. In case of inclement weather, staff, students, and parents are asked to listen to the media to keep informed of school closures, delays or cancellations.
2. The ISDs may send out recorded phone messages to give further instructions or information on the closures, delays, or cancellations of classes.
3. In case of inclement weather during the school day, staff and students will move to a safe place within the facility, if necessary. If there is a loss of electrical power, emergency power will automatically be provided through an automated emergency power generator.
4. In case of an emergency situation while classes are in progress. The JJAEP will be secured and locked-down. No one will be allowed to leave or come on to the campus until law enforcement or emergency responders inform that it is safe to resume normal activity.
5. JJAEP closures not only pertain to inclement weather but may also deal with emergency situations such as schools closing down due to a safety or health-related issues.
6. Parents, guardian, or custodians will be notified by the school of the emergency situation and given instructions of actions that may need to be taken.
7. During the JJAEP Intake, parents must be advised to keep school updated of any changes to their contact information to ensure expedient notification can occur during emergency situations.

(h) Supervision Upon Removal From a Classroom. (1) The JJAEP must have written policies and procedures that ensure students removed from the classroom for disciplinary reasons and placed in isolation, administrative segregation, time-out, in-school suspension, or any other location are under continuous visual supervision by a JJAEP staff member. (2) Policies and procedures must prohibit: (A) use of a locked room for disciplinary removals; and (B) the use of electronic monitoring equipment as a substitute for continuous visual supervision. **(i) Searches.** (1) All students entering the JJAEP must be subjected to a pat-down search or a metal detector screening on a daily basis. (2) Searches must be conducted in accordance with written policies and procedures. The policies must: (A) address: (i) when a search is appropriate and/or required; (ii) who is authorized to conduct the search; (iii) what types of searches are permissible; (iv) how pat-down searches will be conducted, if applicable; and (v) what to do when contraband is found; (B) if pat-down searches are used, require that the staff member conducting a pat-down search is the same gender as the student unless an exception is approved and documented by the JJAEP administrator; and (C) prohibit strip searches and anal and genital body cavity searches.

POLICY

It is the policy of the El Paso County JJAEP that adequate staff supervision is provided to students at all times within the facility, on facility grounds, at school sponsored events, and if a student is removed from the classroom for disciplinary purposes, such as administrative segregation, time-out, in-school suspension, or other disciplinary removals. Staff positions responsible for supervision include, but are not limited to teachers, teacher aides, security personnel, and caseworker aides to ensure proper supervision of students. The El Paso County JJAEP prohibits the use of a locked room for disciplinary removals and the use of electronic monitoring equipment as a substitute for staff continuous visual supervision. All students removed from the classroom for disciplinary reasons to include being placed in an unlocked isolation area, administrative segregation, time-out, in-school suspension, or other disciplinary removals from the regular classroom shall remain under continuous visual supervision. JJAEP students should always be under the visual supervision of JJAEP staff.

The following guidelines will be used to move JJAEP youth:

General Movement & Supervision within JJAEP Campus Facilities:

To ensure JJAEP student and public safety, students will never be left unattended in any area inside or outside the facility. JJAEP staff supervision should promote a positive relationship between staff and students as the primary and most effective means of control.

The El Paso County JJAEP campus staff shall be aware of the location of all students at all times including during outdoor or off-site activities, daily routines/chores, meal time, and school hours. Staff shall not leave his/her area of responsibility without first informing another JJAEP staff member.

When a student leaves the JJAEP facility for any reason this action should be communicated to all appropriate staff. JJAEP staff should make periodic head counts to ensure the earliest possible detection of an absent student. While moving students from one area of the facility to another, staff should walk behind the group to avoid a student leaving the group. A head count should be conducted when the group arrives at its destination.

Group Movement outside the Facility:

1. JJAEP staff will explain behavioral expectations to students before going outside the facility on activities, field trips, or school sponsored events. General expectations of students outside the facility shall include, but not be limited to:
 - a. Participation in all activities.
 - b. Sit in assigned areas.
 - c. Remain with the group at all times.
 - d. Act and behave accordingly.
2. No less than two (2) JJAEP staff must monitor any outdoor activities with JJAEP students unless otherwise approved by the School Administrator or designee under special circumstances.
3. In the event that a student must be returned to the facility due to behavioral problems or other circumstance, one or more staff members leaving the group shall not compromise staff-to-student ratio. Either the whole group shall be returned, or the School Administrator or designee shall be contacted. Staff should use another staff member, or an administrative staff member to return the student to the facility.

Student Arrival and Dismissal Protocol:

Students that are dropped off by their parents have a designated area to meet in the mornings with supervision provided at all times from the moment they arrive on campus. JJAEP students that are dropped off or bused in will be escorted to the search area. All students will be searched upon arrival and prior to the breakfast meal. Some campuses may instruct their students to wait in an area near the cafeteria while other campuses have a designated wait area until they can be escorted to get their breakfast. Some campuses will let the JJAEP students have their breakfast in the cafeteria at a designated time when DAEP students are not present. Other campuses will escort JJAEP students after they receive their food trays to a classroom where they normally have their meals.

Upon dismissal all students are escorted to the area where they meet in the mornings until their buses/parents arrive. JJAEP staff, campus police, or city police (located in some campuses) will be available to supervise students loading buses and students having to wait for their parents. Students shall be supervised at all times by JJAEP staff or police officers.

Supervision by Other Students:

At no time shall a student or a group of students be placed in charge of other student(s).

Use of Hand Held Radios by Staff:

1. It is the policy of the El Paso County JJAEP that staff responsible of supervising students in the JJAEP shall use hand held radios to ensure student safety, prompt staff response, and general order within the facility.
2. The El Paso County JJAEP utilize hand held security radios made available to all most staff responsible for supervision of JJAEP students.
3. Each supervisory staff shall be strictly responsible for maintaining control over their radio throughout the shift and at no time shall set down or leave the radio unaccompanied anywhere within or outside the facility.

4. Staff shall utilize the radios only for the express purpose of communicating pertinent information from one staff to another necessary to maintain general order, accountability, and control of the students within and outside the facility.
5. Staff shall be responsible for returning the radios to their designated area.
6. Any violation of this policy may result in disciplinary action against the staff member responsible as deemed appropriate by the Campus Administrator.

SEARCHES

It is the policy of the El Paso County JJAEP that all students shall be subjected to pat down/clothed searches on a daily basis by school personnel who have been trained and are authorized to complete this task. Searches of the students and the facility are conducted for the safety and security of the students and staff. JJAEP staff conducting searches will be trained in the proper search techniques and in the conditions and purpose leading to searches of students and their property as part of new employee training and during annual refresher training, (i.e.; safety and security, probable cause, contraband control, etc.). Staff will only follow techniques specified by JJAEP policy and procedure. Staff member conducting a pat-down search must be of the same gender as the student unless an exception is approved and documented by the JJAEP Administrator. A metal detector wand will be utilized to detect weapons. Only clothed searches are allowed. Strip searches and anal and genital body cavity searches are strictly prohibited.

Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.

When **clothed** searches are conducted the following guidelines should be followed:

DEFINITIONS

Contraband: Property, merchandise, or personal belongings prohibited by facility policy or law in order to maintain proper care, control, and safety of all personnel and students within the facility and general program operations of the JJAEP Campus.

Metal Detector Wand: A metal detector wand may be utilized to detect any metal type weapon/object carried within or taped to the body. The wand will scan the entire body to include limbs and torso.

THE PURPOSES OF THE SEARCHES: In order to prevent the introduction of weapons or other dangerous contraband into the school/facility; or to discover hazards to health or safety that may go unnoticed during a more routine inspection. Searches are required to maintain student accountability and security of the facility.

GUIDELINES

1. Be professional. Never use a search as a form of punishment or as a means of harassment. Always exhibit a professional demeanor while conducting a clothed search. This reduces hostility and opposition to the search and diminishes the threat of physical confrontation.
2. Stay focused. Complete the entire procedure and continue searching when you find something. Do not become distracted or discontinue your search. This may be a decoy to deter you from other contraband the student may be holding.
3. Be orderly and systematic in your approach. Security personnel/staff must conduct clothed searches in the same manner each time; always following policy and procedure. This requires discipline, concentration, and consistency each and every time.

4. Ensure all staff and following the same steps (There should be no difference between the procedure you use and another officer's procedure). Students recognize inconsistency and incompleteness immediately and your inability to follow procedure puts the security of the school at risk.
5. Use the squeeze method of search. Do not just pat the area being searched, but gently and firmly squeeze the clothing between your fingers and palms.
6. Start your search top to bottom and back to front. If you remember this, you will remember the rest of the steps in the clothed search procedure.

PROCEDURE-CLOTHED/PATDOWN SEARCHES

All JJAEP staff participating in the mandatory pat down/clothed searches will be trained by the JJAEP Administrator or designated trainer. Pat downs/clothed searches will always be conducted in an area the line of sight of another staff member. **Searches will be conducted for safety and security reasons only.** At all times, efforts will be made to keep the student's dignity intact. Professional actions, language, and behaviors by staff towards the students during searches will be adhered to at all times. When clothed searches are being conducted there must always be a witnessing staff member present.

A. When searches are appropriate:

1. When a student arrives to school in the mornings;
2. Upon a student's return from an appointment outside the facility;
3. In the event that property or equipment cannot be located; and
4. In the event that there is reasonable suspicion or information has been received that a student may be in possession of a weapon or have contraband in their possession or on their person.

B. Components of a pat down search:

1. Searches must be systematic and orderly.
2. Searches must be conducted with care and attention.
3. The search must be conducted in an area providing distance away from other students to prevent distractions or the transference of contraband from one student to another.
4. Searches are conducted for security, never as discipline.
5. Staff members of the same gender will search students, no exceptions. Cross-gender pat searches are not permitted as per PREA 115.315 (f).
6. The searching staff must use verbal commands to instruct the student in his or her body movement. Searching staff should never use force or unnecessary physical contact to facilitate movement during a pat down search.
7. Oral cavity searches shall be conducted to prevent concealment of contraband (only ears, nostrils, and mouth).

C. Procedures for conducting an individual pat down search:

1. Metal detector will be used to scan the body. Outline the body with the wand and front and back of body. The metal detector technique will be performed by the same sex gender.
2. Always wear gloves when conducting pat down searches.
3. Advise the student on what is about to occur. Ask the student if he/she has any contraband. If the student admits being in possession of contraband, they should be instructed to remove it from their possession and turn it over to the searching staff.
4. Instruct student to pull out shirt and empty all pockets. NEVER reach inside a student's pockets. Instruct the student to turn their pockets inside out and place all contents in a pile on the floor in front of them. The items should include belt (if applicable), shoes, socks, and money if applicable.
5. Seasonal months may require students to wear layered clothing. Student will remove the layered clothing and instruct them to pile the clothing in front of them for inspection. Items may include jackets, sweaters, and gloves.
6. Clothing must be inspected by searching staff after the conclusion of the search. Inspect all outer garments carefully. Place them out of reach of the student, but within your sight. (Insoles, soles, and tongue of tennis shoes should be checked carefully). Shoes will be stomp together and inspect them for concealed contraband; check between insoles, rubber of soles, and between insoles.

7. Visually inspect the student's hair without touching it. Check head area for any concealed items. When applicable, have student run fingers through hair. Female students must remove any pins or bands in the hair. Never pull or tug the hair of a student.
8. Check the student's nostrils.
9. Visually inspect the ears by instructing the student to pull their ears forward so you can clearly see behind each ear and visually inspect the inside of each ear.
10. Visually inspect the mouth. Instruct the student to open his mouth, stick out their tongue and rotate their tongue and move it side to side, up and down. Instruct the student to pull his/her lower and upper lip away and down from his mouth.
11. Instruct the student to face the wall with palms on the wall to secure the body in a steady and balanced position.
12. During all pat down/clothed searches, the searching staff must give verbal commands for the students to follow and not physically touch the student beyond what is necessary to facilitate the actual search. Specifically, searching staff are not to give physical prompts for movement, examples are, but not limited to, slapping the thighs to instruct the student to raise a leg, tapping head to instruct student to move head forward or backward. All searches should be open handed, not closed fist or tight squeezed.
13. The searching staff shall be positioned behind the student with his right foot between the student's feet while searching the right side of the body.
14. Starting on the right side, inspect the clothing carefully with fingers spread. Pat down the shoulder the arm and check the arm pit carefully. Inspect the seams of the clothing carefully. Pat down the hollow of the shoulders and the small of the back. Then move down the sides of the upper torso to the belt line. Check the waist band from outside.
15. Move up the sides and back down across the front of the chest. Make sure you check the center of the chest.
16. Starting at the back of the waistline, move to the front and back again coming across the abdomen moving down the buttocks and around the front covering the lower abdominal area and zipper.
17. Examine the waistband closely feeling all along the outside of the waist band as this is an area where things can be hidden easily.
18. From the back of the waistline, proceed down the back and sides of the legs to the feet. Check the trouser cuffs, bottom of the feet.
19. Proceed back up the inside of the leg, and up to the mid-thigh.
20. Examine the other leg in the same manner.
21. When searching a female student instruct her to pull the center of her bra away from the skin in order to loosen any concealed items. Run your fingers in a crisscross motion to inspect the seams of the bra at the front and rear of the student. Pull the straps of the bra away from the body and run your finger under the bra straps. This step should be done in a private area.

Be thorough! Carefully inspect all seams, lapels, linings, hems, cuffs, collars, and zippers and use the squeeze method.

CONTRABAND

If contraband in the form of (weapons/drugs) are found, radio in for a police officer to take possession of the contraband. If no police officer is available, contraband must be bagged and labeled with student's name, date, time, and a thorough description of the item confiscated. The item should be locked in a secure place where no one can handle the item but you (chain of evidence) until it can be turned over to law enforcement. JJAEP students are not allowed to bring anything with them when they come to school. Students may bring in needed documents that should be turned over to the appropriate staff. The following items are considered contraband and not allowed in the facility:

1. Drugs, alcohol, or controlled substances.
2. Jewelry of any kind (males/females).
3. Any weapons or items that can be used as a weapon, including ammunition.
4. All tobacco products, including electronic cigarettes (vapes).

5. Lighters, matches or other incendiary devices.
6. Knives, box cutters or razors, to include pocket knives, keychain knives, letter openers and scissors not classified as “safety scissors”.
7. Sprays of any kind or other chemical agents.
8. Glass containers or glass objects.
9. Food and drinks unless authorized by the JJAEP Campus Administrator or designee. Student may be under a specified diet.
10. Cell phones and electronics (except for volunteers, support, contract staff and employees).
11. Students requiring prescription medication while at school, must turn in those medications to the JJAEP nurse. Nurse may know or not know about the medication and its specific doses and will take the necessary action to contact parent regarding other information on the medication.

STRIP SEARCH TECHNIQUES ARE PROHIBITED

JJAEP staff will not conduct a strip search of a student at any time. If sufficient probable cause/suspicion exists that a student may be concealing contraband or weapon(s) underneath his/her clothing, the campus police or law enforcement shall be notified for further intervention and determination of next course of action to be pursued. If police are not available the JJAEP Campus Administrator must be notified immediately.

(j) Disciplinary Reports. (1) Written policies and procedures must require JJAEP staff to prepare a written disciplinary report for each incident occurring in the JJAEP that constitutes a major violation of the student code of conduct or of JJAEP rules. The policies must require that the written disciplinary report include: (A) details of the incident; (B) violation(s) that occurred; (C) action(s) taken by the staff member(s); (D) date and time of the incident; and (E) discipline imposed, if any. (2) The disciplinary report must be sent to the JJAEP Administrator no later than the next school day. Documentation that shows the date and time the disciplinary report was sent to the JJAEP Administrator must be maintained.

POLICY

Disciplinary reports must be submitted by the El Paso County JJAEP for any major violation of the Student Code of Conduct (SCC) or facility rules. The JJAEP Campus may provide disciplinary referrals for minor infractions deemed necessary. Major and minor violations resulting in any disciplinary referrals should be forwarded to the JJAEP Administrator and assigned Juvenile Probation Officer no later than the next school day. Disciplinary referrals resulting in out-of-school or in-school suspensions are also violations of a Judgment of Probation Order. Because all youth pending proceedings at JPD have the right to “due process”, it is important that ISD’s be descriptive and ensure all areas of a disciplinary referral are accurately noted. Such referrals may be entered as evidence at future court proceedings.

PROCEDURE

1. Any major or minor violation of the student code of conduct or facility rules that results in a disciplinary referral will be documented and parent notified as soon as possible but no later than twenty four (24) hours after issuance of disciplinary referral. All disciplinary referrals for JJAEP students must also be forwarded to the JJAEP Administrator.
2. If violation is also a serious incident as defined under TJJD guidelines (Youth sexual conduct, youth-on-youth physical assault, attempted suicide or reportable injury-restraint related or not restraint related) emergency units will be notified immediately but no later than one (1) hour. TJJD should be called within four (4) hours followed by an Incident Report within twenty four (24) hours via e-mail or phone call.
3. The JJAEP Administrator and the assigned Juvenile Probation Officer should receive an incident disciplinary report no later than the next school day. JJAEP numbers are located on Incident Report forms. (Form can be found in the electronic storage device provided to the employee at the beginning of the school year and during JJAEP New Orientation training.)
4. Details, violation, full name of the referring staff member, action taken by staff member(s) and administrator, date and time of incident, any staff members or students witnessing incident that is basis for the referral, and

outcome of incident will be required on documentation. Documentation of a disciplinary report being forwarded to the JJAEP Administrator shall be maintained in the student's JJAEP and JPD case file.

5. The JJAEP Administrator will provide a copy of the incident to the student's Probation Officers having probationers in JJAEP (if referral not already sent to Juvenile Probation Officer) for further court action if necessary.
6. Incident will be discussed with the JJAEP School Administrators to assure that all information was gathered and to see if any improvement or intervention can be made to facilitate handling the matter.
7. Parent will be contacted to discuss the student's behavior no later than 24 hours after incident.
8. Disciplinary reports are reviewed by TJJD on monitoring visits.

MAJOR DISCIPLINARY OFFENSES

1. Possession of contraband (Weapons).
2. Possession of or being under the influence of drugs.
3. A threat that is perceived as imminent toward any student, teacher, or staff member.
4. Destruction of property (may require incident report to TJJD).
5. Sexual Misconduct (requires incident report to TJJD).
6. Assault (requires incident report to TJJD if against another student).
7. Sexual assault (requires incident report to TJJD).
8. Any incident involving a restraint (requires incident report to TJJD).
9. Any incident involving abuse, sexual abuse, neglect, or exploitation (requires incident report to TJJD).
10. Any incident that causes substantial disruption during school day, whether on or off school campus, this includes any cyber bullying that may have occurred off-campus but is manifesting on campus (may require incident report to TJJD).
11. Any incident that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD).

REMEMBER THAT ANY SERIOUS INCIDENT (TO INCLUDE A RESTRAINT) IN WHICH MEDICAL ATTENTION IS NEEDED IS A MANDATORY ABUSE, NEGLECT OR EXPLOITATION MATTER (as per Chapters 350 and 358) AND MUST BE REPORTED TO TJJD WITHIN TWENTY FOUR (24) HOURS.

MINOR DISCIPLINARY OFFENSES

1. Refusal to follow administrators/staff directives.
2. Verbal disrespect.
3. Derogatory or offensive language.
4. Antagonizing others.
5. Walking off campus.
6. Dress code violations.
7. Tardies or unexcused absences.

WEAPONS

The El Paso County JJAEP Probation Officer(s) and JJAEP staff will not possess/utilize a weapon or chemical agent at any time while at any JJAEP facility. At no time shall visitors be in possession of firearms or other weapons. Law enforcement personnel on active duty and who are acting within the scope of their job and authority may maintain possession of their weapon(s) or chemical agents while within the facility. El Paso County Juvenile Probation Officers are not authorized to carry weapons or chemical agents.

Pursuant to Texas Penal Code, Chapter 46.03(A)(1), a person may not enter El Paso County JJAEP Campus with a firearm, location-restricted knife, club, or prohibited weapons listed in section 46.05(A).

A SIGN NOTIFYING THE PUBLIC OF THE WEAPON POLICY SHALL BE POSTED IN CLEAR VIEW AT THE FACILITY ENTRANCES.

§348.218 RESTRAINT REQUIREMENTS

RESTRAINT REQUIREMENTS. (a) The JJAEP must adhere to the restraint requirements set forth in Chapter 341, Subchapter G, of this title. (b) Personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Chapter 341, Subchapter G, of this title.

POLICY

It is the policy of the El Paso County JJAEP that all JJAEP staff members adhere to the restraint requirements set forth in Chapter 341, Subchapter G, of this title. Further, personal restraints may be used by any JJAEP staff member trained in the approved personal restraint technique in accordance with training requirements set forth in Chapter 341, Subchapter G, of this title and as permitted by respective ISD policy.

DEFINITIONS

The listed definitions and other relevant definitions to this policy shall be used to provide consistency for all staff members or involved others that may participate in a restraint.

- (1) Approved Personal Restraint Technique**--A professionally trained curriculum-based and competency-based restraint technique that uses a person's physical exertion to completely or partially constrain another person's body movement without the use of mechanical restraints. The approved personal restraint technique shall be approved for use by TJJD and adopted by the Juvenile Board.
- (2) Approved Mechanical Restraint Devices**--A professionally manufactured and commercially available mechanical device designed to aid in the restriction of a person's bodily movement. The approved mechanical restraint devices shall be approved by TJJD. The following are TJJD approved mechanical restraint devices:
 - (A) Ankle Cuffs--Metal, cloth or leather band designed to be fastened around the ankle to restrain free movement of the legs;
 - (B) Anklets--Cloth or leather band designed to be fastened around the ankle or leg;
 - (C) Handcuffs--Metal devices designed to be fastened around the wrist to restrain free movement of the hands and arms;
 - (D) Plastic Cuffs--Plastic devices designed to be fastened around the wrist or legs to restrain free movement of hands, arms, or legs;
 - (E) Waist Belt--A cloth, leather, or metal band designed to be fastened around the waist used to secure the arms to the sides or front of the body;
 - (F) Wristlets--A cloth or leather band designed to be fastened around the wrist or arm which may be secured to a waist belt.
- (3) Mechanical Restraint**--The application of an approved mechanical restraint device which restricts or aids in the restriction of the movement of the whole or a portion of an individual's body to control physical activity.
- (4) Personal Restraint**--The application of physical force alone, restricting the free movement of the whole or a portion of an individual's body to control physical activity.
- (5) Physical Escort**--Touching or holding a student with a minimum use of force for the purpose of directing the student's movement from one place to another. A physical escort is not considered a personal restraint.
- (6) Protective Devices**--Professionally manufactured devices used for the protection of students or staff that do not restrict the movement of a student. Protective devices are not considered mechanical restraint devices.
- (7) Restraint**--Application of an approved personal restraint technique, an approved mechanical restraint device, or chemical restraint to an individual to restrict the individual's freedom of movement or to modify the individual's behavior.

- (8) Physical Force**--Is defined as the use of any body part of staff to physically move or restrict movement of a child, including but not limited to: grabbing a student with hands to restrict movement or carry a student, pushing/shoving to physically move a student, wrapping arms around a student to restrict movement or carry them, etc.
- (9) Excessive Physical Force**--Is defined as physical force used by staff wherein less appropriate restrictive attempts to deal with a situation were ignored or not attempted; and/or force used outside of proper training techniques resulting in an injury to the student.
- (10) Crisis Situation**--Is defined as a situation where an individual is at imminent risk of serious bodily injury to themselves or another person(s).

MECHANICAL RESTRAINTS

The El Paso County JJAEP school personnel do not utilize mechanical restraints at their facilities. However, local and ISD law enforcement are available at each of the campuses; they are responsible for the use of mechanical restraints and personal restraint matters should a situation arise involving the need to restrain a student. These law enforcement officers are certified peace officers and thus, trained and authorized on the use of mechanical restraints. Only certified and properly trained Community Activities Officers (CAO) or Juvenile Probation Officers may use physical or mechanical restraints in a juvenile justice program.

PROCEDURE

Only a law enforcement officer may use mechanical restraints.

1. In no event are restraint techniques justifiable as punishment, discipline, compliance, or intimidation by any law enforcement officers.
2. The use of any force by any law enforcement officer shall be fully documented and recorded by the JJAEP Campus Administrator or staff who witnesses restraint.
3. Any restraint conducted by a law enforcement officer requires a TJJD incident report form as case may also meet elements of a resisting arrest or other appropriate charge.
4. Restraint shall be terminated as soon as the youth's behavior indicates that the threat of imminent self-injury or injury to others is absent.
5. Any restraint incident resulting in bodily injury or serious bodily injury to a student, as defined in the Texas Penal Code, shall be reported to the County Juvenile Board or its designee in writing within twenty four (24) hours of the incident. The TJJD Incident Report will be utilized to report a restraint.

APPROVED PERSONAL RESTRAINT TECHNIQUE

It is the policy of the El Paso County JJAEP that only JJAEP staff trained and deemed competent in the approved personal restraint technique (Crisis Prevention Intervention) shall participate in any physical restraint of JJAEP students. Resource Officers-El Paso Police Department Officers and/or district campus police are also available during school hours to assist in any situation requiring law enforcement presence. YISD utilizes the Crisis Prevention Intervention (CPI) approved curriculum and have designated staff who are primarily responsible for searches and restraints. The JJAEP Campus also has staff certified in CPI such as Special Education personnel, nurses, or campus patrol. To ensure for the safety of both the staff and students, under no circumstances shall staff not trained nor deemed competent in the district's approved physical restraint technique, participate in a restraint of a JJAEP student.

PROCEDURE

When physical intervention is used, the philosophy of the CPI model is to provide for the care, welfare, safety, and security of the students in our charge. As such, policies and procedures are developed in relation to the Crisis Prevention Institutes' curriculum of Non-violent Crisis Intervention as the goal is to eliminate the use of physical and mechanical restraints through effective verbal de-escalation techniques, whenever possible. In the case where

certified JJAEP staff at the JJAEP campus, must engage in the use of force and a restraint, the following criteria shall be followed:

1. Certified ISD staff in the approved physical restraint technique shall only use the approved physical restraint technique (CPI). As taught and outlined in the YISD and JJAEP Student Code of Conduct (SCC) ISD staff who lapse in CPI certification throughout the year must not engage in a physical restraint of JJAEP youth. It will be the responsibility of the Campus Administrator to ensure that staff does not lapse in their certification and if a lapse occurs, staff are aware as to their limitations regarding restraints.
2. All El Paso County Juvenile Probation staff working directly with JJAEP youth at the JJAEP Campus shall be certified and maintain his/her certification in Handle With Care (HWC) technique accordingly; and
3. At no time shall an employee of the El Paso County Juvenile Probation Department or JJAEP ISD be involved in or assist in a physical restraint of a student or use any physical force against a student unless the employee has been deemed competent through the certified physical restraint technique.
4. Restraints shall ONLY be used in instances of:
 - a. Threat of imminent self-injury.
 - b. Injury to others.
 - c. Serious property damage.
 - d. Restraints shall only be used as a last resort; and
 - e. Only the amount of force and type of restraint necessary to control the situation shall be used; and
 - f. Restraints shall be implemented in such a way as to protect the health and safety of the student and others; and
 - g. Restraints shall be terminated as soon as the student's behavior indicates that the threat of imminent self-injury, injury to others, or serious property damage has subsided.
5. Under no circumstances will physical force of any type be utilized or imposed on a student for the purposes of punishment, intimidation, or discipline; and
6. Students are strictly prohibited from assisting staff in the discipline or physical restraint of other students. Students may assist staff by seeking assistance when or if directed to do so by staff.
7. House Bill 785 amended Texas Education Code, Section 37.0021 which requires a written parental notice each time a restraint is used with a student receiving special education. Existing rules requires a good-faith effort to provide verbal notice on the day that restraint occurred and notice in writing within one (1) school day.

Staff Response against Sudden Assault:

Student against staff: If a staff person suddenly comes under attack by a student and is at imminent risk of serious bodily injury (i.e., a student grabs or chokes staff from behind; a student attacks staff from the front; student jumps on staff, etc.) staff may use whatever necessary force is required to escape and remove him/herself from the crisis situation and obtain additional help from other staff. STAFF SHALL NOT USE NECESSARY FORCE TO GAIN THE "UPPER HAND" IN ORDER TO RESTRAIN THE STUDENT ALONE!

Student against students: The use of force by a single staff member in a crisis situation where a student has suddenly attacked another student may be used only if the staff person is unable to obtain assistance from other staff AND one student is clearly at risk of being seriously hurt. In this situation, use of force may be used by the single staff person only to protect or remove the student being injured from the situation.

If a staff member ever finds him/herself in a situation where he/she is alone and someone, including themselves, is at imminent risk of being injured, force may be used only to AVOID, EVADE or ESCAPE from the imminent harm so that additional help may be obtained.

The Following Procedures Shall Be Followed When Physical Force Is Used Against a Student:

1. The Campus Administrators must be notified of the physical force/restraint used and an incident report shall be completed and submitted to TJJD within 24 hours of documented incident.
2. A copy of the report will be placed into the student's JJAEP case.

3. JJAEP Campus Administrators and JJAEP Administrator shall be informed of all incidents where staff has had to use force against a student.

Procedures to be followed when a student allegation is made against a JJAEP staff member can be found under the Grievance Process of this policy and also within the Student Code of Conduct, which is an appendix to this policy.

MEDICAL TREATMENT:

1. Any person (staff or student) injured during a physical restraint incident shall receive immediate medical attention and treatment using Standard First Aid Procedures.
2. If an emergency or life-threatening situation is apparent, contact EMS for assistance.
3. If serious injuries are suspected or detected, contact the School Administrator/JJAEP Administrator. The child or staff person will be transported to the University Medical Hospital Emergency Room either by staff or EMS.
4. All medical emergencies will be documented. After the incident has been controlled, all parties will complete and submit all appropriate documentation of the serious incident within 24 hours or by the end of the next working day documenting the nature of the injury.
5. All situations that meet criteria for serious incidents shall be reported to TJJD and law enforcement within required timeframes.

RESTRAINT PROHIBITIONS

POLICY

The El Paso County JJAEP Campus will not utilize restraints that employ any of below listed techniques, which are strictly prohibited.

1. Restraints used for punishment, discipline, retaliation, harassment, compliance, or intimidation;
2. Restraints that deprive the student of basic human necessities including restroom privileges, water, food, and clothing;
3. Restraints that are intended to inflict pain;
4. Restraints that place a student in a prone or supine position with sustained or excessive pressure on the back, chest, or torso;
5. Restraints that place a student in a prone or supine position with pressure on the neck or head;
6. Restraints that obstruct the airway or impair the breathing of the student including a procedure that places anything in, on, or over the student's mouth or nose;
7. Restraints that interfere(s) with the student's ability to communicate;
8. Restraints that obstruct the view of the student's face;
9. Any technique that does not require the monitoring of the student's respiration and other signs of physical distress during the restraint; and
10. Percussive or electrical shocking devices.

Restraint Documentation

It is the policy of the El Paso County JJAEP, that restraints should be used as a last resort when all other behavior management techniques have failed or the youth presents an immediate danger to himself/herself or others. JJAEP staff members and campus administrators should be mindful of their ISD policies and Employee Code of Conduct regarding physical contact and restraints of students and be cognizant that JJAEP policies may be stricter and apply additional measures of accountability. All restraints shall be fully documented, communicated to the JJAEP Administrator and TJJD and maintained in the student's case file. Written documentation regarding the use of restraints requires the submission of the **TJJD INCIDENT REPORT FORM (SEE APPENDIX P)** by all involved staff

members within 24 hours and will follow all policies, procedures, and timelines to start the process of reporting a restraint. **(SEE APPENDIX Q – TJJD INTERNAL INVESTIGATION REPORT FORM)**

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 348.218(b) is that any JJAEP staff member who is trained in the approved personal restraint technique may use a personal restraint but not a mechanical restraint.

PROCEDURE

Incident Report Documentation

An Incident Report will be filled with the following information.

1. Name of student.
2. Staff member(s) name and title(s) who administered the restraint.
3. Date of the restraint.
4. Duration of the restraint including notation of the time the restraint began and ended.
5. Location of the restraint.
6. Description of preceding activities.
7. Behavior prompting the restraint.
8. Type of restraint applied.
9. Efforts made to deescalate the situation and alternatives to restraint that were attempted.
10. Any injury that occurred during the restraint.
11. Other entities/persons that must be notified should include: the JJAEP Administrator; School District Administrators, and parents/guardians.

§348.220 SERIOUS INCIDENTS

Serious Incidents. All JJAEP programs shall adhere to the serious incident requirements set forth in chapters 358 of this title.

POLICY

It is the policy of the El Paso County JJAEP that the School Administrator/designee, shall report a death, suicide, attempted suicide, and any serious injury, including youth-on-youth assaults, that requires medical treatment by a physician or physician's assistant that occurs in the JJAEP. In the cases of death, sexual abuse, or serious physical abuse (injury that requires medical treatment) emergency units and law enforcement should be called immediately and no later than one (1) hour and TJJD will be called within four (4) hours and a written report will be completed and submitted within twenty four (24) hours. **(SEE APPENDIX P- TJJD INCIDENT REPORT FORM)**

The actual reporting, forms, and time frames shall follow the same guidelines as those established for reporting abuse, neglect, and exploitation of a juvenile under §358 as it relates to notifying the Texas Juvenile Justice Department. [See procedures for §358]

§348.222 ABUSE, EXPLOITATION AND NEGLECT

Abuse, Exploitation and Neglect (a) The JJAEP must adhere to the requirements related to abuse, neglect, and exploitation set forth in [Chapter 358, of this title](#). (b) The JJAEP must have zero-tolerance policies and practices regarding sexual abuse, as defined in Chapter 358 of this title, that provide for administrative and/or criminal disciplinary sanctions.

358 ANE DEFINITIONS

NOTE: All abuse, neglect and exploitation definitions and standards found within TAC 350 and 358 were consolidated under this section to help ensure consistency and consolidate information under the JJAEP Policy and Procedures.

358.100 DEFINITIONS

- (1) Abuse, Neglect, or Exploitation**--The terms "abuse," "neglect," and "exploitation" have the meanings given in Texas Family Code §261.001 and §261.401. For the purposes of this chapter, "abuse" includes sexual abuse and serious physical abuse as defined in this section.
- (2) Alleged Victim**--A juvenile who is alleged to be a victim of abuse, neglect, or exploitation.
- (3) Attempted Escape**--Committing an act that amounts to more than mere planning but that fails to effect an escape.
- (4) Attempted Suicide**--Any voluntary and intentional action that could likely result in taking one's own life.
- (5) Chief Administrative Officer**--Regardless of title, the person hired by a juvenile board who is responsible for oversight of the day-to-day operations of a juvenile probation department, including a juvenile probation department with multi-county jurisdiction.
- (6) Escape** --The unauthorized departure of a juvenile who is in custody or the failure of a juvenile to return to custody following an authorized temporary leave.
- (7) Founded**--The finding assigned to an internal investigation when the evidence indicates that the conduct which formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (8) Incident Report Form**--The form used to report to TJJD allegations of abuse, neglect, or exploitation, the death of a juvenile, and serious incidents.
- (9) Inconclusive**--The finding assigned to an internal investigation when the evidence does not clearly indicate whether or not the conduct that formed the basis of an allegation of abuse, neglect, or exploitation occurred.
- (10) Internal Investigation**--A formalized and systematic inquiry conducted in response to an allegation of abuse, neglect, or exploitation or the death of a juvenile.
- (11) Internal Investigation Report**--The written report submitted to TJJD that summarizes the steps taken and the evidence collected during an internal investigation of alleged abuse, neglect, or exploitation or the death of a juvenile.
- (12) Juvenile**--A person who is under the jurisdiction of the juvenile court, confined in a juvenile justice facility, or participating in a juvenile justice program.
- (13) Juvenile Justice Facility ("facility")**--A facility that serves juveniles under juvenile court jurisdiction and that is operated wholly or partly by or under the authority of the governing board or juvenile board or by a private vendor under a contract with the governing board, juvenile board, or governmental unit. The term includes all premises and affiliated sites of the facility, whether contiguous or detached. The term includes, but is not limited to:
- (A) A public or private juvenile pre-adjudication secure detention facility, including a short-term detention facility (i.e., holdover), required to be certified in accordance with Texas Family Code §51.12;
 - (B) A public or private juvenile post-adjudication secure correctional facility required to be certified in accordance with Texas Family Code §51.125; and
 - (C) A public or private juvenile non-secure correctional facility required to be certified in accordance with Texas Family Code §51.126.
- (14) Juvenile Justice Program ("program")**--A program or department that:
- (A) Serves juveniles under juvenile court or juvenile board jurisdiction;
 - (B) Is operated wholly or partly by the governing board, juvenile board, or by a private vendor under a contract with the governing board or juvenile board. The term includes:
 - (i) A juvenile justice alternative education program;
 - (ii) A non-residential program that serves juvenile offenders under the jurisdiction of the juvenile court or juvenile board; and
 - (iii) A juvenile probation department.
- (15) Juvenile Probation Department ("department")**--A governmental unit established under the authority of a juvenile board to facilitate the execution of the responsibilities of a juvenile probation department enumerated in Title 3 of the Texas Family Code and Chapter 221 of the Texas Human Resources Code.
- (16) Medical Treatment**--Medical care, processes, and procedures that are performed by a physician, physician assistant, licensed nurse practitioner, emergency medical technician (EMT), paramedic, or dentist. Diagnostic procedures are excluded from this definition unless intervention beyond basic first aid is required.
- (17) Private Facility Administrator**--The individual designated by the governing board of the facility who has the ultimate responsibility for on-site management and operation of a facility operated under contract with the juvenile board.
- (18) Reasonable Belief**--A belief that would be held by an ordinary and prudent person in the same circumstances.

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

(20) Reportable Injury--Any injury sustained by a juvenile accidentally, intentionally, recklessly, or otherwise that:

- (A) Does not result from a personal, mechanical, or chemical restraint and requires medical treatment; or
- (B) Results from a personal, mechanical, or chemical restraint and is a substantial injury.

(21) Serious Incident--Attempted escape, attempted suicide, escape, reportable injury, youth-on-youth physical assault, or youth sexual conduct.

(22) Serious Physical Abuse--Bodily harm or a condition that:

- (A) Resulted directly or indirectly from the conduct that formed the basis of an allegation of abuse, neglect, or exploitation; and
- (B) Requires medical treatment.

(23) Sexual Abuse--Conduct committed by an employee, volunteer, or other individual working under the auspices of a facility or program against a juvenile that includes sexual abuse by contact or sexual abuse by non-contact. A juvenile, regardless of age, may not consent to the acts as defined in paragraphs (24) and (25) of this section under any circumstances.

(24) Sexual Abuse by Contact--Any physical contact with a juvenile that includes:

- (A) Contact between the penis and the vulva or the penis and the anus, including penetration, however slight;
- (B) Contact between the mouth and the penis, vulva, or anus;
- (C) Contact between the mouth and any body part with the intent to abuse, arouse, or gratify sexual desire;
- (D) Penetration of the anal or genital opening of another person, however slight, by a hand, finger, object, or other instrument, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire;
- (E) Any other intentional contact, either directly or through the clothing, of or with the genitalia, anus, groin, breast, inner thigh, or the buttocks, that is unrelated to official duties or where the actor has the intent to abuse, arouse, or gratify sexual desire; and
- (F) Any attempt to engage in the activities described in subparagraphs (A) - (E) of this paragraph.

See specific definitions under 37 TAC Chapter 358

(25) Sexual Abuse by Non-Contact-- Any sexual behavior, conduct, harassment, or actions other than those defined as sexual abuse by contact, which are exhibited, performed, or simulated in the presence of a juvenile or with reckless disregard for the presence of a juvenile, including but not limited to:

- (A) Any threat or request for a juvenile to engage in the activities described in paragraph (24) of this section;
- (B) Any display of uncovered genitalia, buttocks, or breasts in the presence of a juvenile;
- (C) Voyeurism, which means an invasion of privacy of a juvenile for reasons unrelated to official duties, such as peering at a juvenile who is using a toilet to perform bodily functions; requiring a juvenile to expose his or her buttocks, genitals, or breasts; or taking images of all or part of a juvenile's naked body or of a juvenile performing bodily functions; and
- (D) Sexual harassment, which includes repeated verbal comments or gestures of a sexual nature, including demeaning references to gender, sexually suggestive or derogatory comments about body or clothing, or obscene language or gestures.

(26) Subject of Investigation--A person alleged as being responsible for the abuse, neglect, or exploitation of a juvenile through the person's own actions or failure to act.

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

(28) TJJD--The Texas juvenile Justice Department.

(29) Unfounded--The finding assigned to an internal investigation when the evidence indicates the conduct that formed the basis of an allegation of abuse, neglect, or exploitation did not occur.

(30) Youth-on-Youth Physical Assault--A physical altercation between two or more juveniles that results in any of the involved parties sustaining an injury that requires medical treatment.

(31) Youth Sexual Conduct--Conduct between two or more juveniles, regardless of age, that is conduct described in paragraphs (24) and (25) of this section, regardless of whether the juveniles consented to the conduct.

POLICY

The respective JJAEP Program within the YISD serves juveniles that are under the jurisdiction of the El Paso County Juvenile Board and thus, are considered Juvenile Justice Programs. Due to this designation, JJAEPs must adhere to below procedures as set forth in Texas Administrative Code §358 Identifying, Reporting and Investigating Abuse, Neglect, Exploitation, Death and Serious Incidents in Departments, Programs and Facilities in addition to the TECs, ISD or campus policy regarding abuse, neglect, or exploitation of students in their charge. To this end, the El Paso County JJAEP Program and respective campuses shall have a zero tolerance policy regarding sexual abuse as defined in Chapter 358 of this title. These PREA standards provide for administrative and/or criminal disciplinary

sanctions that may apply, in addition to any school based sanctions that may result from a failure to act or a willful act regarding ANE procedures. School Administrators/JJAEP Administrator and respective campus staff shall ensure that students in the program are not subjected to abuse, neglect or exploitation as defined below. The JJAEP Administrator shall oversee the implementation and adherence to the zero tolerance policy and is responsible for the periodic training of volunteers, interns, and staff at both ISD JJAEPs.

APPLICABILITY: Unless otherwise stated, this policy also applies to:

Allegations of abuse, neglect, or exploitation involving a juvenile and an employee, volunteer, or other individual working under the auspices of a facility or program, regardless of the physical location of the alleged abuse, neglect, or exploitation.

Serious incidents involving a juvenile that:

1. Occur on the premises of a program or facility or;
2. Regardless of the physical location, occurs while in the presence of an employee, volunteer, or other individual working under the auspices of a facility or program (as in a JJAEP).

A death of a juvenile that:

1. Occurs on the premises of a program or facility or;
2. Results from an illness, incident, or injury that occurred, was discovered, or was reported on the premises of a program or facility.

In all cases, YISD and EPISD JJAEPs will also fully adhere to section 261.406 regarding Investigations in Schools under TEA jurisdiction.

PROCEDURES

SIGNAGE:

The JJAEP shall take a proactive approach and prominently display signage provided by TJJD regarding a zero tolerance policy concerning abuse of JJAEP students. The signage must be displayed in:

1. Lobby or visitation areas of the department, program, or facility to which the public has access.
2. Student common areas to include common educational areas, common medical treatment areas (nurse's office) and other common areas.
3. Signs will be posted in both English/Spanish

§358.300 IDENTIFYING AND REPORTING ABUSE, NEGLECT OR EXPLOITATION AND DEATH

- 1. Duty to Report:** An employee, volunteer, or other individual working under the auspices of a JJAEP program must report the death of a juvenile or an allegation of abuse, neglect, or exploitation to TJJD and local law enforcement if he/she:
 - a. Witnesses, learns of, or receives an oral or written statement from an alleged victim or other person with knowledge of the death of a juvenile or an allegation of abuse, neglect or exploitation has occurred or;
 - b. Has a reasonable belief that the death of a juvenile or abuse, neglect or exploitation has occurred. Non Delegation of Duty to Report: The duty to report cannot be delegated to another person.
- 2. Reporting Time Frames:**

Except sexual abuse or serious physical abuse: Upon receipt of an allegation/complaint of abuse, neglect, or other exploitation, the first person of knowledge must make a report to TJJD within twenty four (24) hours from the time knowledge is gained or has a reasonable belief that allegation of abuse, neglect or exploitation has occurred.

Sexual abuse, serious physical abuse, or death: Upon receipt of an allegation of sexual abuse, serious physical abuse or actual death, a report must be made to law enforcement immediately, but no later than one (1) hour after the time a person gains knowledge or has a reasonable belief that allegation has occurred. A report to TJJD must be made immediately, but no later than four (4) hours after the time a person gains knowledge of or has reasonable belief that alleged sexual abuse or serious physical abuse or death has occurred.

3. **Methods for Reporting:** Campus Administrator, JJAEP Administrator or designee will ensure law enforcement is notified through phone. The completed incident report to TJJD may be made by phone, fax, or email. If report is made via phone, the completed incident report form must be submitted within twenty four (24) hours after the phone report.

§358.320 CONTACT TO PARENTS BY SCHOOL ADMINISTRATORS

School Administrators will also contact a student's parents as soon as possible but no later than twenty four (24) hours when a student has died or is the alleged victim of abuse, neglect, or exploitation;

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

§358.340 PREVENTIVE MEASURES AND REPORTING OF ALLEGATIONS BY STUDENTS

1. JJAEP students have the right to report to TJJD allegations of abuse, neglect or exploitation and the death of a juvenile. During the JJAEP intake held at the school, JJAEP campus staff will provide **APPENDIX R ANE and R-1 ANE (SPANISH)** outlining TJJD contact information.
2. Parent and youth will both sign form and be provided a copy that contains the toll free TJJD number.
3. The JJAEP Student Code of Conduct (SCC) will also advise the students of this right and information on reasonable, free, and confidential access to TJJD to report allegations.
4. If family attends the JJAEP Family Program Orientation held at JPD, this information and contact number to TJJD will be provided to them as an additional layer of oversight.
5. JJAEP staff shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind awareness and vigilance of behavior that may indicate abuse, neglect, or exploitation.
6. All students will be supervised by JJAEP staff to ensure that they are protected from sexual abuse. Security cameras can be utilized as additional security, but never as a substitute for face-to-face supervision.
7. If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure the student's safety, i.e., additional supervision, follow up by JJAEP staff, etc.
8. JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. No exceptions! This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed.
9. Any student with any type of handicap to include deafness will be allowed to report any sexual activity through whatever means necessary to help them communicate. (Unimpeded.)
10. The YISD/Juvenile Probation Department shall not hire, transfer or allow anyone who has engaged or is pending investigation on sexual abuse or inappropriate sexual conduct to come into any contact with JJAEP youth.

§358.360 ALLEGATIONS OUTSIDE OF THE JUVENILE JUSTICE SYSTEM

If an allegation of abuse, neglect or exploitation occurs outside of the JJAEP campus or JPD facility that is not under the jurisdiction of the Juvenile Board, it shall also be reported to the relevant regulatory agency for that site/facility/agency. (i.e., Texas Department of Family and Protective Services (TDFPS), Texas Department of State Health Services, etc.).

§358.400 INTERNAL INVESTIGATIONS

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

INTERNAL INVESTIGATOR(S)

For purposes of internal investigations of allegations of abuse, neglect, or misconduct within the JJAEP, the primary investigator(s) will be assigned by School District. TJJD investigators may also be involved in the process as deemed appropriate.

If the employee is a JPD employee, volunteer, or contracted provider, JPD Administration will assign an investigator(s) and the Department's Internal Investigation Protocol will be followed. There will be instances when the investigator is assigned from other sections of the department rather than the section from which the alleged perpetrator is assigned, to ensure the integrity of the internal investigation.

INTERNAL INVESTIGATION PROCEDURES

An internal investigation must be conducted and documents prepared and submitted in accordance with TJJD required timelines. (**SEE APPENDIX Q - INTERNAL INVESTIGATION FORM**)

1. The initiation or completion of an investigation may be postponed if directed by law enforcement, requested by TJJD or the integrity of potential evidence could be compromised.
2. School district officials, school administrators, and staff, to include interns and volunteers are required to cooperate with the TJJD investigators and law enforcement investigating the reported case of an alleged abuse neglect and exploitation matter.
3. All JJAEP staff members, school districts, and JPD officials are required to cooperate fully and truthfully with any investigation of alleged child abuse or neglect.
4. School Administrators will make every effort to identify and make available for questioning all people with knowledge of abuse, neglect and exploitation or death which is the subject of a TJJD investigation.
5. For complaints that meet the Texas Family Code definition of abuse, neglect or misconduct, investigator(s) will:
 - a. Ensure that the JJAEP employee, intern, or volunteer who receives or witnesses the incident submits their report to TJJD within the required timeline.
 - b. Ensure that law enforcement and/or other relevant parties are notified, i.e., DFPS, parents of victim(s), victim(s), JJAEP Administrator, etc. (within six (6) hours of getting the assignment from their respective school district administration).
6. The 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 358.440 all persons must fully cooperate with any investigation of an allegation of abuse, neglect, or exploitation of the death of a juvenile.
13. An employee, intern or volunteer who has been identified as an alleged perpetrator has the right to refuse to be interviewed. However, the alleged perpetrator must cooperate with the investigation to the extent that the investigation does not violate individual rights against self-incrimination.
14. The alleged perpetrator(s) may have no contact with the alleged victim(s) or any other student served by the Juvenile Probation Department pending the conclusion of the internal investigation.
15. Collect and review all evidence related to the allegation. Include all documents, notes, receipts, computer printouts, chronological entries, grievances, incident reports, medical reports and video surveillance related to the allegations. All efforts will be made to collect written and oral statements from all persons with direct knowledge of the alleged incident.
16. A medical assessment must be completed if allegation is physical or sexual in nature or involves neglect or exploitation.
17. Schedule specific times for interviews with the complainant, sources of information, possible witnesses, and alleged offenders. Prepare questions sheet and all necessary forms beforehand.
18. If the JJAEP Administrator or Campus Administrator is the person alleged to have abused, neglected, or exploited a juvenile, the Juvenile Board Chair or School Board Chair or designees must place administrator on administrative leave or reassign him/her to a position having no contact with the alleged victim, relatives or the alleged victim or other juveniles.
19. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.
20. Law enforcement may initiate a criminal investigation into the matter and report must be made to law enforcement, if deemed necessary by this standard.
21. An investigator will be appointed who is not the person alleged to have abused, neglected, or exploited the student, is not a subordinate of such person and is not a law enforcement officer currently acting as the criminal investigator for the same allegation.

OTHER: A Campus Administrator may also utilize ISD policy or Employee Code of Conduct as a guide to any misconduct or violation of policy on allegations, which do not rise to the defined level of serious physical abuse or sexual abuse made by students. Administrators have a duty to investigate conduct, which is the basis of the complaint made by students of unnecessary physical force or inappropriate contact or conduct (**SEE GRIEVANCE PROCESS**).

1. Areas to consider are whether incident was reported to administration, whether a discipline referral was made to include any witness statements to justify any use of force, inappropriate physical contact, or inappropriate conduct; and;
2. Whether any violation of JJAEP or ISD policy or Code of Ethics or Conduct occurred.

ALLEGATIONS AGAINST EMPLOYEES

If allegation against an ISD employee is disclosed to a JPD staff member, such information will be relayed in writing to the JJAEP Campus Administrator and District Associate Superintendent. Conversely, if an allegation against a JPD employee is disclosed to an ISD employee, such information will be relayed in writing to the JJAEP Administrator and JPD Chain of Command, if allegation is against the JJAEP Administrator.

WRITTEN AND ELECTRONICALLY RECORDED STATEMENTS

Diligent efforts shall be made to obtain written and electronically recorded statements from all persons with direct knowledge of the alleged incident.

ASSIGNMENT OR ADMINISTRATIVE LEAVE DURING INVESTIGATIONS

Campus Administrator has the discretion to either reassign or place person alleged to have abused, neglected, or exploited a JJAEP student on administrative leave or reassigned to a position having to contact with the alleged victim, relatives of the alleged victim, or other JJAEP students.

If alleged perpetrator(s) is/are not placed on administrative leave, then person must be reassigned within the district to a position having no contact with any students in the facility until the conclusion of the investigation. Employees placed on administrative leave may or may not be paid, at the discretion of the School District.

§358.460 CORRECTIVE MEASURES

At the conclusion of the internal investigation, the administrations involved shall take appropriate corrective measures, if warranted, which may include, but not limited to:

1. Review policies and procedures.
2. Revision/modification of any policies or procedures (as appropriate).
3. Administrative disciplinary action or appropriate personnel actions against all persons found to have abused, neglected, exploited a juvenile; or otherwise violated policy.
4. The provision of additional training for all appropriate persons to ensure the safety of the juveniles, employees, interns, volunteers, contractors, and service providers.

§358.500 INTERNAL INVESTIGATION REPORT AND COMPONENTS (APPENDIX Q)

Internal Investigation report shall include:

1. Facility name.
2. Alleged victim.
3. Alleged perpetrator.
4. Date allegation reported to TJJD.
5. Date of alleged incident.
6. Date incident reported to parents or guardian of the juvenile or documentation that diligent efforts to provide notification were made.
7. First person who learned or suspected allegation and date.
8. Dates internal investigation was initiated and completed.
9. Brief summary of allegation.
10. Applicable policy and procedure.
11. Summary and steps of investigation.
12. Findings of investigation (Founded, Unfounded or Inconclusive).
13. Code of Ethics violations.
14. Personnel action.
15. Supporting documentation.
16. Date the internal investigation was completed.
17. Signature of person completing the internal investigation report.

CONCLUSION OF INVESTIGATIONS AND REPORTING OF FINDINGS:

1. All persons involved such as the alleged perpetrator, victim, and complainant, etc., must be informed that they will be notified of the outcome as soon as that is determined.
2. At the conclusion of the collection of evidence and interviews, the investigator will take the following steps:

- a. Summarize the nature of the complaint and allegation against the alleged perpetrator.
 - b. Summarize the steps taken during the investigation.
 - c. Obtain and review material evidence.
 - d. Summarize findings and recommendations and take appropriate measures to provide for the safety of the children (use relevant laws, regulations, policies and procedures). If it is found that a Code of Ethics violation has occurred and staff member is a certified Juvenile Probation Officer, a separate investigation will be reported to TJJD in accordance with TJJD standards §345.300.
3. The assigned disposition of the internal investigation report shall indicate: founded, unfounded or inconclusive.
 4. The investigator(s) (consisting of a district investigator, JPD or a TJJD investigator) may need to submit his/her written report to their supervisor (only as appropriate) if agency policies require a final approval and may make additional necessary revisions or incorporate further recommendations.
 5. The summary and all relevant documentation will be reviewed and approved by district officials and their respective HR, and General Counsel when necessary.
 6. The investigator(s) will report findings to the ISD Superintendent, to TJJD, the JPD designated person and JPD Administration.
 7. Final version of the internal investigation will be submitted to school district officials. The investigating staff will provide periodic status reports of the ongoing investigation to the district and JPD, as appropriate.
 8. The conclusions will be discussed with all relevant parties (alleged victim(s) and perpetrator(s)). All disciplinary actions, if applicable, will be administered within 24-48 hours of approval of the investigation and findings.
 9. TJJD will be faxed a written copy of the final report of the investigation within thirty (30) business days after the initial report to TJJD. This timeframe may be extended upon request. Completed report must be submitted within twenty four (24) hours of the investigation's conclusion, and no more than five (5) calendar days later. The report will include all written statements, medical documentation, training records and any other pertinent information.
 10. In case of the death of a student, an internal investigation report must be submitted to the State Attorney General's office within thirty (30) days and to the TJJD within ten (10) days of conclusion.

Other recommendations that may be considered (based on severity of case and appropriate factors) may be a review of pertinent policies, administrative disciplinary action (for affirmative findings of ANE or policy violations), and additional training of students, employees, interns/volunteers, contractors, and service providers. Administrators will take all ANE allegations seriously and provide necessary administrative action when violations of policy or affirmative findings occur to ensure for the ongoing safety of JJAEP students.

(SEE APPENDIX Q - INTERNAL INVESTIGATION FORM)

§358.840 SUBMISSION OF INTERNAL INVESTIGATIONS REPORT

Upon conclusion of the investigation, the report, outcome, and any recommendations will be forwarded to the JJAEP Administrator and ISD Associate Superintendent within five (5) school days.

The following documentation collected during internal investigation must be submitted to TJJD within thirty (30) days after initial report to TJJD:

1. Written statements.
2. Relevant medical documentation.
3. Training records, if applicable.
4. Any other documentation used to reach the disposition of the internal investigation.

§358.220 ABUSE, NEGLECT AND EXPLOITATION DATA COLLECTION

For all allegations of abuse, neglect, or exploitation, the death of a JJAEP student, and serious incidents occurring within the annual TJJD reporting period, the below data must be provided to TJJD via the ANE Reconciliation Data spreadsheet. The initial report will include the following information. (to include a written synopsis of the allegation and incident):

1. Alleged victim(s) name and DOB.
2. Alleged victim(s) PID number.
3. Name of subject(s) of investigation; (alleged perpetrator(s)).
4. Date of birth and driver's license or state issued identification number of investigation subject(s).
5. Date and time of alleged incident.
6. Date and time incident was reported to the TJJD.
7. Type of alleged incident (abuse, neglect, or exploitation, death, or serious incident, etc.).
8. Type of injury, if applicable.
9. If restraint related (physical, mechanical, or chemical).
10. Disposition of internal investigation (i.e., founded, unfounded or inconclusive).
11. County generated case identification number.

§358.600 SERIOUS INCIDENTS

1. Duty to Report: Any person (staff member, volunteers/interns, visitors, teachers, short or long term substitute, counselor, etc.) who witnesses, learns of, receives an oral/written statement, grievance, etc. from a student in a JJAEP facility or other person with knowledge of or who has a reasonable belief as to the occurrence of a serious incident involving a student must follow department protocol of informing a program supervisor and subsequently reporting within the TJJD required timelines.
2. Time to Report and Methods of Reporting Serious Incidents. The JJAEP Campus Administrator or campus designee shall ensure that law enforcement is notified by phone within one (1) hour of the allegation, TJJD is notified by phone within four (4) hours (TJJD # 1-877-786-7263) and the completed Incident Report Form is completed, faxed, or emailed to TJJD within twenty four (24) hours of the initial phone report:
 - Sexual behavior/conduct.
 - Youth-on-youth physical assault.
 - Attempted suicide.
 - Neglect.
 - Exploitation.
 - Attempted suicide.
 - Emotional abuse.
 - Verbal abuse.
 - Minor physical abuse.
 - Sexual abuse (contact or non-contact).
 - Serious physical abuse (injury that requires medical treatment).
 - Death.

See incident report form for breakdown of incidents and timelines for TJJD and Law Enforcement reporting

§358.320 MEDICAL DOCUMENTS FOR SERIOUS INCIDENTS

Any and all medical documentation that contains evidence of treatment pertinent to the reported incident will be submitted to the TJJD within twenty four (24) hours of receipt. No exceptions.

§348.224 STUDENT CODE OF CONDUCT

Student Code of Conduct. (A) Adoption. (1) The JJAEP student code of conduct must be adopted annually by the juvenile board and must describe and define in writing the JJAEP's behavior management system. (2) The JJAEP Administrator must: (A) conduct an annual review of the student code of conduct after the conclusion of each school year and before the beginning of the next school year; and (B) no later than October 1 of each year, submit to TJJD documentation verifying the review was completed. **(B) Notice to Students, Parents, and Staff.** (1) The JJAEP student code of conduct must be provided to each student and to the student's parent, guardian, or custodian upon the student's entry into the JJAEP. (2) The student code of conduct must be reviewed with each student and the student's parent, guardian, or custodian and must be translated if necessary to ensure understanding of the content by all parties. (3) Acknowledgment of receipt of the student code of conduct signed by the student and by his/her parent, guardian, or custodian must be maintained in each student's file. (4) No later than the first day of each school year, each JJAEP staff member must sign an acknowledgement that he/she has read and understands the student code of conduct. This acknowledgement must be maintained in the staff's personnel file. (5) The student code of conduct must be readily accessible to every JJAEP staff member. **(C) Discipline and Sanctions.** The student code of conduct must include the following: (1) prohibited conduct described as minor violations and major violations and the corresponding disciplinary consequences available for each violation; (2) a description of the disciplinary process, including safeguards designed to promote consistent application of the process; (3) circumstances that will allow a student's removal from the classroom with staff supervision; (4) circumstances under which a student may be placed into another educational setting; (5) due-process procedures; and (6) a prohibition on one student sanctioning another student. **(d) Prohibited Sanctions.** (1) The following sanctions are prohibited in the JJAEP, and their prohibition must be noted in the student code of conduct: (A) corporal punishment, physical abuse, humiliating punishment, and hazing; (B) physical exercises imposed for discipline or intimidation, except as allowed under paragraph (2) of this subsection; (C) deprivation of food and water; and (D) expulsion from the JJAEP. (2) Physical exercise may be used for discipline only if: (A) the JJAEP operates an intensive physical activity program; (B) the JJAEP has established written policies and procedures that include limitations on the types of physical activity that may be used for discipline; and (C) the physical exercise does not cause bodily duress (i.e., physical punishment to the body). **(e) Dress Code.** The student code of conduct may establish a dress code or require uniforms for students in attendance.

POLICY

The El Paso County Juvenile Board will adopt the **STUDENT CODE OF CONDUCT (APPENDIX B)** for the YISD Juvenile Justice Alternative Education Program (JJAEP) and has included required information regarding discipline, sanctions, prohibited sanctions, dress code, grievance procedures and sexual abuse. The JJAEP Student Code of Conduct (SCC) will clearly outline prevention and intervention steps regarding sexual abuse as outlined under Prison Rape Elimination Act of 2003 (PREA) and as per ISD Policy. Staff, students, parents, guardians, and custodians will be required to sign an acknowledgement form upon receipt of the Student Code of Conduct which will be required annually at the start of the school year.

PROCEDURE

A. ADOPTION

El Paso County JJAEP will adopt the Ysleta Independent School District's Student Codes of Conduct through approval of the Juvenile Board and define the JJAEP behavior management system. YISD has implemented an in-house suspension system, whereby out-of-school suspension will be considered a last resort if other forms of behavioral management has been ineffective or infraction requires removal from the campus (out-of-school suspension). Disruptive students may be removed from the classroom and placed in SAC. Students will be monitored and have continuous visual observation by JJAEP staff while being placed in SAC or in-school suspension (ISS).

B. NOTICE TO STAFF, STUDENT, PARENT/GUARDIAN

1. Staff, students, parents, guardians, or custodians will be provided with 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.
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 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 will provide sanctions and disciplinary procedures that maybe applied to students for particular behaviors. JJAEP students will be afforded due process protections. The JJAEP Student Code of Conduct will include prohibited behaviors and conduct; disciplinary consequences for prohibited behaviors and conduct; and description of circumstances allowing for removal from the classroom; and circumstances under which a student may be placed into another educational setting.

D. DISCIPLINE MANAGEMENT TECHNIQUES

During the student's enrollment, discipline shall be designed to correct misconduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action shall depend on the school administrators and on a range of discipline management techniques. 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 is subject to applicable to state federal law, to include 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 held to review the student's conduct.
- c. The JJAEP shall take into consideration a disability that substantially impairs a JJAEP SPED student's capacity to appreciate the wrongfulness of the student's conduct.

2. TECHNIQUE

- a. Verbal correction, oral or written.
- b. Cooling-off time or "time-out".
- c. Seating changes with the classroom or district buses.
- d. Temporary confiscation of items that are not allowed while the student's is enrolled in the JJAEP.
- e. Rewards or demerits.
- f. Behavioral contracts.
- g. Counseling by teachers, counselors, administrative personnel, probation officer/JAEP Administrator.
- h. Parent-teacher, administrator, Probation Officer conferences.
- i. Grade reductions for cheating, plagiarism, and as otherwise permitted by district policy.
- j. Afterschool detention.
- k. In-school suspension (ISS).
- l. Community service.
- m. Withdrawal of privileges, such as participation in extracurricular activities.
- n. Withdrawal or restriction of privileges.
- o. Out-of-school suspension.
- p. Call to law enforcement for new offense.
- q. Restitution for damage.
- r. A 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 the Justice of the Peace Court or other agencies, as necessary. The Justice of the Peace Court may assess a fine and other statutory requirement for truancy.

3. EXPECTATION OF JJAEP STUDENTS

- a. Students must 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, and other 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 who will document the conduct and inform the parents/guardians and assigned Juvenile Probation Officer.
- b. Consequences for any negative behavior are explained at intake to both the juvenile and parent; 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 as well as any action taken to address the behavior. 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 class room into the In-School Suspension (ISS) occurs. The disciplinary referral will be submitted to the JJAEP Administrator and/or assigned Juvenile Probation Officer; the JJAEP Administrator will document the incident in JMIS and file the referral in the juvenile's case file.
- d. Behavior management can be dealt with through counseling, suspension; conferences with parents/PO; placement in ISS or OSS; or through report and/or arrest is warranted.
 - i. Suspension – may be warranted in cases where there has been a serious violation of school rules/policies. The Campus Behavior Coordinator will have the discretion to suspend the juvenile. Suspension is rare as sending the juvenile home is not conducive to the JJAEP philosophy to maintain the juvenile in school.
 - ii. The ISS will be used in place of suspension, when possible, particularly when the juvenile engages in persistent class disruption.
 - iii. Arrest - is warranted when an offense has occurred on school grounds or during transport on a district school bus that meets the elements of a Class B misdemeanor or above.
 - iv. Counseling - will be 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. Conferences – Notification to parents, administrators, JJAEP staff, and Probation Officers will be made when there is a serious incident or recurrent inappropriate behavior such 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 juvenile and will inform the court of any and all incidents (if applicable).
 - vii. Home visits will be conducted if there are persistent, unexcused absences. Behavior Coordinators, CIS coordinators, case managers, counselors, school social workers and/or Juvenile Probation Officer may conduct the home visit.

- viii. Court Ordered Counseling Services -The juvenile's counselor/therapist may be contacted by the Juvenile Probation Officer to be made aware of the behaviors displayed in the school setting.

E. PROHIBITED SANCTIONS

The JJAEP Student Code of Conduct lists prohibited sanctions to include corporal punishment, physical abuse, humiliating punishment, or hazing; physical exercise imposed for discipline or intimidation; deprivation of food and water; one student sanctioning another or expulsion from a JJAEP.

F. DRESS CODE PROCEDURES

PURPOSE: The dress code is established to teach grooming and hygiene, to instill discipline, and to prevent disruption.

1. UNIFORM APPEARANCE

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. Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference. Students with severe violations will be sent home to change into appropriate clothing, returning to campus immediately. Failure to return will result in an unexcused absence. Continued non-compliance may result in a disciplinary referral. 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:

Males:

- a. No facial hair. Beards, goatees, & mustaches will not be permitted. Non-complying students will be escorted to the restroom by parents/guardians to shave. Parents will be required to purchase razors.
- b. Sideburns will be allowed down to mid-ear only. Sideburns must be maintained at all times.
- c. Cutting or shaving of eyebrows is NOT permitted.
- d. Tongue or facial piercing is NOT permitted.
- e. All fingernails will be kept short and trimmed at all times. At no time will they be allowed to extend beyond the tips of the finger.

Females:

- a. No make-up of any kind to include but not limited to lipstick, Chap Stick, blush, eye liner, brow liner, shadow, mascara, etc.
- b. All fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will they be allowed to extend beyond the tips of the finger.
- c. Make-up will be confiscated and not returned.
- d. Non-compliant students will be escorted to the restroom by their parents/guardian to wash off makeup.

3. TATTOOS:

All tattoos on the arms and neck must be covered with a white long-sleeve undershirt.

4. HAIRCUTS:

- a. All students will maintain a clean appearance at all times.
 - b. Hair must not cover face or eyes.
 - c. No spiked hair (no more than 1" in length) or Mohawks allowed.
 - d. Student's hair must be natural color (no colors that may cause a distraction).
 - e. Males with long hair must have hair pulled away from the face into pony tail. Use of black elastic hair band is required.
 - f. Hair should be shampooed regularly.
5. JEWELRY:
No jewelry, religious or otherwise, watches or body piercings are permitted. ALL jewelry will be confiscated.
6. SHIRTS:
- a. Forrest green polo shirts are required for high school JJAEP students; Navy Blue polo shirts are required for students enrolled in the JJAEP middle school.
 - b. Shirts will 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. Oversized shirts will not be permitted.
7. PANTS/BELTS:
- a. Khaki pleated or straight-front Dockers style or dress slacks are required.
 - b. Pants will be worn at or above the waistline at all times. Depending on the JJAEP facility, black belts may be required to properly secure the pants at the waistline.
 - c. Insignia, logo, military, or woven belts are not permitted.
 - d. No baggy pants, bell-bottoms, cut pant legs, dragging pant legs; Capris, hip huggers/low rise jeans, cargo pants or side pockets are allowed.
 - e. Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than his/her waist OR excessively tight so as not to create a distraction.
 - f. 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 shoe laces.
 - b. Thick or colored shoe laces will not be allowed. Shoes will remain laced and tied properly throughout the day.
 - c. Extra socks in shoes will not be permitted.
 - d. Open-toed shoes such as sandals or steel-toed shoes will not be allowed.
 - e. Socks must be plain WHITE.
9. WINTER CLOTHING:
- a. A matching colored hooded or normal sweatshirt is required for cold weather conditions. Uniforms are available with the School Administration.
 - b. Black or White Sweatshirts must FIT the student. NO oversized sweatshirts are allowed.
 - c. White long sleeve shirts may be worn under student's polo shirt.

10. ADDITIONAL ITEMS:

- a. No cell phones or pagers at any time.
- b. No electronic equipment of any kind allowed. For example, toys, videogames, iPod, etc.
- c. No weapons of any type. This includes small pocket knives and/or cutting instruments. Certain illegal or location-restricted knives may also result in criminal charges.
- d. Gum and candy will be confiscated.
- e. Loose items in pockets and/or notebooks will be confiscated and not returned. i.e., any personal items.
- f. Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens/pencils will be confiscated and not returned.
- g. Students will not be permitted to bring wallets or purses, and they may not have any more than \$2.00 for lunch.

(f) Grievance Procedures. The student code of conduct must state: (1) which issues are grievable and not grievable; (2) the process by which a student may submit a grievance; (3) the method(s) by which students may obtain and submit a grievance without the assistance or permission of staff; (4) that retaliation by staff against a student for submitting a grievance is prohibited; (5) that the student will receive a written response within five school days after submitting the grievance; (6) that, upon request, a student's parent, guardian, or custodian will be provided a copy of a grievance submitted by the student, including the response; (7) the deadline for submitting an appeal of the initial response, which must be no earlier than five school days after the student receives the initial response; and (8) that the student will receive a written response within 10 school days after submitting an appeal.

POLICY

GRIEVANCE PROCEDURES

1. Procedure and practice shall facilitate student complaints of mistreatment or complaints. The El Paso County JJAEP has a policy to provide an opportunity to resolve any complaint that a student or parent may have in reference to mistreatment, instructional or programmatic issues, or a belief that the student's rights have been violated by staff, policy, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. The intent of this standard is to give students the opportunity to express concerns within the program.
2. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints.
3. 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)**
4. Students and parents may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS, etc.) or may go directly to Pupil and Parent Services at 9600 Sims, El Paso, TX 79925; 915-434-0743. Student or parent may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon E. Hernandez at 915.849.2500 or via email at ramhernandez@epcounty.com 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 Administrator/Assistant School Administrator or the JJAEP Administrator.
2. The student should make an honest effort to discuss and resolve problems being experienced by dealing face-to-face with the JJAEP staff whenever possible.
3. The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem; if staff is unable to resolve the matter, the student can report it to the JJAEP Administrator or School

Administrator/Assistant School Administrator verbally or in writing. A Student Grievance Form can be provided upon request from staff.

4. Grievance procedures shall ensure that each student is afforded one level of appeal on all grievance complaints. The JJAEP Administrator, School Administrator/or Assistant School Administrator will investigate the grievance and will attempt to resolve the grievance. 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).**
5. Copies will be forwarded to the JJAEP Administrator and copies of the Student Grievance Form/Student Grievance Review Form will be placed in the JJAEP case file and student school file kept at the JJAEP facility or JJAEP office at the Juvenile Probation Department.
6. If the student/parent feels that they are not satisfied with the response provided by staff, school administrators or the JJAEP Administrator, they have a right to go to Pupil Services/Juvenile Probation Department appeal the results. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after the student receives the initial response. The student will receive a written response within ten (10) school days after submitting an appeal. (Student Grievance Form/Student Grievance Review Form for Administrators, the TJJD ANE notices, and JPD notice on how to file a complaint is attached at the end of the intake packet.)

GRIEVANCE FORM FOR PARENTS

El Paso County JJAEP will maintain the policy to address the complaints within five (5) working days or earlier. All complaints/grievances from parents, or members of the community against any employee of the Juvenile Probation Department and/or employee of the YISD should be resolved as quickly as possible. Corrective action against any employee of the YISD, or the Juvenile Probation Department will be taken if necessary. Parents must receive and sign a copy of the JJAEP STUDENT GRIEVANCE REVIEW FORM FOR ADMINISTRATORS (response to complainant's grievance) to acknowledge that complaint was addressed. **(SEE APPENDIX S-1 - GRIEVANCE REVIEW FORM FOR ADMINISTRATORS).**

(g) Sexual Abuse. The student code of conduct must include information relating to the JJAEP's zero-tolerance policy for sexual abuse. The information provided must address the following: (1) prevention and intervention; (2) methods of minimizing risk of sexual abuse; (3) reporting sexual abuse and assault; and (4) treatment and counseling.

POLICY

SEXUAL ABUSE PROCEDURES

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Prison Rape Elimination Act of 2003 (PREA) is a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities as well as community correction programs. Although the El Paso County JJAEPs are not correctional facilities, they are designated Juvenile Justice Programs and will maintain a zero tolerance policy (in conjunction with PREA) regarding all forms of sexual abuse. The Student Code of Conduct (SCC) will outline a zero tolerance policy and provide students and parents with information on who to call to report inappropriate behavior or report outcries. School administrators, school staff and JJAEP personnel are designated as coordinators to oversee the implementation and adherence to this zero tolerance policy.

All JJAEP personnel shall adhere to the abuse, exploitation and neglect requirements set forth in chapters 358 of this title. Supervision of JJAEP students is critical to ensure that prevention and intervention of sexual abuse.

JJAEF personnel will report any type of abuse immediately to school administrators, JJAEF Administrator, law enforcement, Texas Department of Protective and Regulatory Services, and the Texas Juvenile Justice Department. Law enforcement will be notified within one (1) hour; TJJD will be notified within four (4) hours; and the TJJD Incident Report will be submitted within twenty four (24) hours. The following persons must also be notified for any sexual abuse outcries.

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Texas Department of Protective and Regulatory Services - 1-800-252-5400.
- Texas Juvenile Justice Department - 1-877-786-7263; Submit TJJD Incident Report.
- JJAEF Administrator – ramhernandez@epcounty.com
- The student must be examined by a nurse and/or physician.
- Student and family should be referred to sexual abuse counseling as soon as possible.

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 JJAEF performance assessment report as required by the General Appropriations Act (GAA). The report addresses factors identified by the GAA. TJJD provides each JJAEF Administrator and each chief administrative officer with a copy of the report. (b) At mandatory JJAEFs (i.e., JJAEFs whose operation is required by law), the JJAEF Administrator must provide a copy of the report to the juvenile board and to the superintendent of each school district that participates in the JJAEF.

POLICY

Each biennium, TJJD provides statistical and performance data for every mandatory JJAEF indicating if the JJAEF is impacting the measures being utilized in the evaluation.

PROCEDURE

TJJD publishes statistical and performance data gathered statewide from all counties which will indicate how each JJAEF in the state has performed within the last two (2) years. Once the JJAEF Performance report is published, it is disseminated by the JJAEF Administrator to the Juvenile Board, Chairman of the School Board of trustees and each ISD Superintendent and stakeholders participating in the JJAEF, as well as JJAEF School Administrators to show how the El Paso County JJAEF rated among other counties in above areas (c 1-6).

§348.400 FUNDING FOR THE JJAEFs

(a) Funding for JJAEFs is provided in accordance with requirements in the General Appropriations Act. (b) TJJD will not release funds to a JJAEF until it has received the following: (1) memorandum of understanding with completed signature page(s), as required by 348.200 for this title; (2) student code of conduct for the current school year; and (3) school calendar. (c) TJJD will not release funds to a JJAEF whose school calendar is not in compliance with Section 37.011(f), Education Code, unless an application for a waiver has been approved by TJJD.

POLICY

It is understood by the YISD that the daily rate of compensation for educational services is determined by the State of Texas and is subject to change throughout the year. In accordance with Texas Education Code, participating school districts that provides education services to pre-adjudicated and post-adjudicated students who are confined by court order in a juvenile residential facility operated by a juvenile board is entitled to count such students in the district's average daily attendance for purposes of receipt of state funds under the Foundation School Program.

El Paso County Juvenile Justice Alternative Education Program is committed to provide a safe, educational, and productive environment for students who have been expelled from their home school under Texas Education Code, Chapter 37. Academically, the mission of JJAEP shall be to enable the students to perform at grade level and we will continue to empower the students to achieve academic and personal development.

**EL PASO COUNTY JUVENILE JUSTICE
ALTERNATIVE EDUCATION PROGRAM
STUDENT CODE OF CONDUCT
2023-2024 SCHOOL YEAR**



THE DISTRICT
YSLETA INDEPENDENT SCHOOL DISTRICT

Ysleta Independent School District

JJAEP STUDENT CODE OF CONDUCT ACKNOWLEDGEMENT

Dear Student and Parent:

The El Paso County Juvenile Probation Department provides this Student Code of Conduct to parents/guardians and students who have been admitted into the Juvenile Justice Alternative Education Program (JJAEP). Your child is in the JJAEP due to expulsion for one of the mandatory expulsions listed in the table below. The purpose of this publication is to provide you with information about the general rules and guidelines for attending and receiving an education in the Ysleta ISD while in the JJAEP. A JJAEP brochure is also provided with this document containing the contact numbers for ISD Campus Principal/Assistant Principals and the El Paso County Juvenile Probation JJAEP staff.

We urge you to read this publication thoroughly and to discuss it with your family. If you have any questions about this information, please ask for an explanation from a Campus Administrator or the JJAEP Administrator. Your son/daughter is still required to follow the Ysleta Independent School District's Code of Conduct, however, this JJAEP Student Code of Conduct is a supplement and may contain additional sanctions or information that must be adhered to.

The student and parent each must sign below on the space provided and it must be turned in to the school.

WE ACKNOWLEDGE THAT WE HAVE RECEIVED THE EL PASO COUNTY JUVENILE JUSTICE ALTERNATIVE EDUCATION PROGRAM'S STUDENT CODE OF CONDUCT AND THAT WE ARE RESPONSIBLE FOR READING AND UNDERSTANDING THE INFORMATION CONTAINED HEREIN.

Student's Name: _____
(Please Print)

Student's Signature: _____ Date: _____

Parent/Guardian's Name: _____
(Please Print)

Parent/Guardian's Signature: _____ Date: _____

Home School: _____ Grade Level: _____

TABLE OF CONTENTS

MISSION STATEMENT	4
MANDATORY EXPULSION TABLE.....	5
DISCIPLINARY OFFENSES.....	6
JJAEP CAMPUS ADMINISTRATOR ROLE	7
PROHIBITED SANCTIONS.....	8
DRESS CODE.....	9
GRIEVANCE PROCEDURES	10
SEXUAL ABUSE POLICY.....	11
HIGH SCHOOL EQUIVALENCY	13
CONSIDERATION OF REMOVAL OF A CHILD.....	13
TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM.....	14
CONTINUED EDUCATIONAL SERVICES AND ON-LINE INSTRUCTION/ VIRTUAL SETTING.....	14
JJAEP STUDENT GRIEVANCE FORM.....	15
NOTICE TO THE PUBLIC REGARDING ABUSE, NEGLECT AND EXPLOITATION..	16

MISSION STATEMENT

Academically, the mission of the JJAEP is to allow students to perform at grade level.

Mandatory Expulsion Table

JJAEP Offense Listing for Mandatory Expulsion

**New items shown in italics*

Offense Code	Offense Description (Updates are in Italics)	Offense Type
37.007A12A	Unlawful Weapon: Handgun [Penal Code (PC) 46.02(a)] [Education Code (EC) 37.007 A(1)]	Mandatory
<i>37.007A12B</i>	<i>Unlawful Weapon: Location-Restricted Knife [PC 46.02 (a)] [EC 37.007 (a)(1)] (For students who are under the age of 18)</i>	Mandatory
37.007A12C	Unlawful Weapon: Club [PC 46.02(a)] [EC 37.007 (a)(1)]	Mandatory
37.007A15A	Prohibited Weapon: Explosive Weapon [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15B	Prohibited Weapon: Machine Gun [PC 46.05 (a)(1)] [EC 37.007 (a)(1)]	Mandatory
37.007A15C	Prohibited Weapon: Short-Barrel Firearm [PC 46.05 (a)(3)] [EC 37.007 (a)(1)]	Mandatory
37.007A15D	Prohibited Weapon: Firearm Silencer (Penal Code 46.05 (a) (1)(D)) (37.007 A(1))	Mandatory
37.007A15F	Prohibited Weapon: Armor-Piercing Ammunition [PC 46.05 (a)(6)] [EC 37.007 (a)(1)]	Mandatory
37.007A15G	Prohibited Weapon: Chemical Dispensing Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]	Mandatory
37.007A15H	Prohibited Weapon: Zip Gun [PC 46.05 (a)(8)] [EC 37.007 (a)(1)]	Mandatory
37.007A15I	Prohibited Weapon: Tire Deflation Device [PC 46.05 (a)(9)] [EC 37.007 (a)(1)]	Mandatory
<i>37.007A15J</i>	<i>Prohibited Weapon: Improvised Explosive Device [PC 46.05 (a)(7)] [EC 37.007 (a)(1)]</i>	Mandatory
37.007A2A1	Aggravated Assault	Mandatory
37.007A2A2	Aggravated Sex Assault	Mandatory
37.007A2A3	Sex Assault	Mandatory
37.007A2B	Arson	Mandatory
37.007A2C1	Murder	Mandatory
37.007A2C2	Capital Murder	Mandatory
37.007A2C3	Attempted Murder	Mandatory
37.007A2D	Indecency With A Child	Mandatory
37.007A2E	Aggravated Kidnapping	Mandatory
37.007A2F	Aggravated Robbery	Mandatory
37.007A2G	Manslaughter	Mandatory
37.007A2H	Criminally Negligent Homicide	Mandatory
37.007A2I	Continuous Sex Abuse Of A Young Child Or Children (PC 21.02)	Mandatory
37.007A3	Felony Drug	Mandatory
37.007D(M)	Retaliation	Mandatory
37.007B1	Felony Terroristic Threat	Mandatory
37.007E	Federal Firearm	Mandatory

JJAEP STUDENT CODE OF CONDUCT

A. ADOPTION

The Ysleta Independent School District has adopted this JJAEP Student Code of Conduct as a supplement to its Student Code of Conduct. JJAEP students shall follow all disciplinary procedures adopted in their respective school district's student code of conduct in addition to those in this JJAEP Student Code of Conduct.

B. NOTICE

Students, parents, guardians, or custodians will be provided with a JJAEP Student Code of Conduct (SCC) at the time of intake. They will also be required to sign an Acknowledgement of receipt of the JJAEP Student Code of Conduct. As part of your JJAEP placement, you must become familiar with the YISD Student Code of Conduct (located on the YISD website) which contains comprehensive information regarding all matters related to enrollment at a YISD school.

C. DISCIPLINE AND SANCTIONS

The JJAEP Student Code of Conduct will provide sanctions and disciplinary procedures that may be applied to students for particular behaviors. JJAEP students will be afforded due process protections. The JJAEP Student Code of Conduct adopts the District's sanctions and disciplinary procedures to include prohibited behaviors and conduct; disciplinary consequences for prohibited behaviors and conduct; description of circumstances allowing for removal from the classroom; and circumstances under which a student may be placed into another educational setting.

In accordance to the District's student code of conduct, discipline will be designed to improve conduct and to encourage students to adhere to their responsibilities as members of the school community. Disciplinary action will draw on the professional judgment of teachers and administrators and on a range of discipline management techniques. Discipline will be correlated to the seriousness of the offense, the student's age and grade level, the frequency of misbehavior, the student's attitude, the effect of the misconduct on the school environment, and statutory requirements. Prohibited behaviors by students are outlined in the YISD Student Code of Conduct outlined on the YISD website, however, due to JJAEP status, the below categories are designated to distinguish between major and minor violations of the JJAEP Student code of Conduct.

D. DISCIPLINARY OFFENSES

MAJOR

- Possession of contraband (Weapons).
- Possession of or being under the influence of drugs.
- A threat that is perceived as imminent 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 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 that may warrant an arrest or meets elements of a Class B misdemeanor or above may require incident report to TJJD).

MINOR

- Refusal to follow administrators/staff directives.¹⁹⁶

- Verbal disrespect.
- Derogatory or offensive language
- Antagonizing others.
- Walking off campus.
- Dress code violations.
- Tardies or unexcused absences.

The District will take into consideration self-defense, intent or lack of intent, the student’s disciplinary history and a disability that substantially impairs the student’s capacity to appreciate the wrongfulness of the student’s conduct as factors in the decision to order a suspension or removal from the classroom.

Considering the above factors, discipline for a particular offense (unless otherwise specified by law) may bring into deliberation varying techniques and responses. The following discipline management techniques may be used alone or in combination for behavior prohibited by the Student Code of Conduct or by campus or classroom rules:

- 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 or 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.
- Call to law enforcement for new offense committed at the JJAEP.
- Restitution for damage.
- A 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. The Truancy court 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 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, the student will have to return to the JJAEP to complete the expulsion term upon re-enrollment. The JJAEP student may be given the opportunity to attend summer school, if applicable, to make-up credits or TAKS/STAAR testing obligations.

E. JJAEP CAMPUS ADMINISTRATOR ROLE

- Any inappropriate conduct that occurs is reported to the JJAEP Administrator and assigned Juvenile Probation Officer who will document the conduct/incident.

- Consequences for any negative behavior are explained at the JJAEP school intake to both the juvenile and parent/guardian; it is incorporated in the Student Code of Conduct and Policies and Procedures for staff.
- When inappropriate conduct or an incident occurs, the Administrator documents the behavior through a disciplinary referral as well as any action taken to address the behavior. Notification to parent(s) will be made when there has been a suspension or removal from the class room into In-School Suspension (ISS). The disciplinary referral will be submitted to the JJAEP Administrator; the JJAEP Administrator will document the incident in JMIS and file the referral in the juvenile’s case file.
- Behavior management can be dealt with through counseling; suspension; conferences with parents/Probation Officer; or placed into ISS. If an arrest is warranted, further consequences may be incurred. Possible schools based consequences include the following:
 - 1) **Suspension** – May be warranted in cases where there has been a serious violation of school rules/policies. The Administrator will have the discretion to suspend the juvenile. Suspension is rare as sending the juvenile home is not conducive to the JJAEP philosophy to maintain the juvenile in school.
 - 2) **ISS** – When appropriate, will be used in place of suspension, particularly when the juvenile engages in persistent class disruption.
 - 3) **Arrest** – Is warranted when an offense has occurred on school grounds or during transport on a district school bus.
 - 4) **Counseling** – Will be 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 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) **Probation Officer/JJAEP Administrator** – Will address the behavior/incident with the juvenile and will inform the court of any and all incidents (if applicable).
 - 7) **Home Visits** – Will be conducted if there is persistent unexcused absences. Administrator, case managers, counselors, and/or Juvenile Probation Officer may conduct the home visit.
 - 8) **Court Ordered Counseling Services** – The juvenile’s counselor/therapist may be contacted by the Juvenile Probation Officer to be made aware of the behaviors displayed in the school setting.

F. EXPECTATION OF JJAEP STUDENTS

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

G. PROHIBITED SANCTIONS

JJAEP students shall follow the prohibited sanctions listed in their respective school district’s Student Code of Conduct. The following sanctions shall be prohibited:

- Corporal punishment, physical abuse, humiliating punishment, or hazing.
- Deprivation of food and water.
- One student sanctioning another.
- Expulsion from a JJAEP.
- Physical exercises imposed for discipline or intimidation.

H. DRESS CODE

The dress code is established to teach grooming and hygiene, to instill discipline, to prevent disruption, to avoid safety hazards, and to teach respect for authority.

Uniform Appearance:

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. Students out of compliance will be given an opportunity to correct the problem. Failure to correct the problem will require an immediate parent conference. Students with severe violations will be sent home to change into appropriate clothing, returning to campus immediately. Failure to return will result in an unexcused absence. Continued noncompliance may result in a disciplinary referral. 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.** Beards, goatees, & mustaches will not be permitted. **Non-complying students will be escorted to the restroom by parent/guardian to shave. Parent/Guardian will be required to purchase razors.**
- Sideburns will be allowed down to mid-ear only. Sideburns must be maintained at all times.
- Cutting or shaving of eyebrows is NOT permitted.
- Tongue or facial piercing is NOT permitted.
- **All** fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will nails be allowed to extend beyond the tips of the finger.
- No make-up of any kind to include but not limited to lipstick, Chap Stick, blush, eye liner, brow liner, shadow, mascara, etc.
- **All** fingernails will be kept short and trimmed. Nail polish or artificial nails will not be permitted. At no time will nails be allowed to extend beyond the tips of the finger.
- Make-up will be confiscated and not returned.
- **Non-compliant students will be escorted to the restroom to wash off make-up.**

Tattoos:

- **ALL** tattoos on the arms and neck must be covered with a **white long-sleeve undershirt.**

Haircuts:

- All students will maintain a clean appearance at all times.
- Hair must not cover face or eyes.
- No spiked hair (no more than 1" in length) or Mohawks allowed.
- Student's hair must be of natural hair color (no colors that may cause a distraction).
- Hair should be shampooed regularly.

Jewelry:

- No jewelry, religious or otherwise, watches or body piercings are permitted. **ALL** jewelry 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 will 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.
- Oversized shirts will not be permitted.

Pants/Belts:

- **Khaki pleated or straight-front** Dockers style or dress slacks are required.
- Pants will 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 or side pockets are allowed.
- **Pants must be the appropriate size for the student, not to exceed ONE INCH LARGER than his/her waist OR excessively tight so as not to create 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** shoe laces.
- Thick or colored shoe laces will not be allowed. Shoes will remain laced and tied properly throughout the day.
- Extra socks in shoes will not be permitted.
- Open-toed shoes such as sandals or steel-toed shoes will not be allowed.
- Socks must be plain **WHITE**.

Winter Clothing:

- A matching colored hooded or normal sweatshirt is required for cold weather conditions. Uniforms are available with the school administration.
- Black or white sweatshirts must **FIT** the student. **NO oversized** sweatshirts are allowed.
- White long sleeve shirts may be worn under student's polo shirt.

Additional Items:

- No cell phones or pagers at anytime.
- No electronic equipment of any kind allowed. For example, toys, video games, iPod, etc.
- No weapons of any type. This includes small pocket knives and/or cutting instruments. Certain illegal or location-restricted knives may also result in criminal charges.
- Gum and candy will be confiscated.
- Loose items in pockets and/or notebooks will be confiscated and not returned. i.e., any personal items.
- Students will not be allowed to enter the restroom while in possession of any type of writing utensil. Pens/pencils will be confiscated and not returned.
- Students **will not** be permitted to bring wallets or purses, and they may not have any more than \$2.00 for lunch.

I. GRIEVANCE PROCEDURES

The El Paso County JJAEP has a policy to provide an opportunity to resolve any complaint that a student or parent may have in reference to mistreatment, instructional or programmatic issues, or a belief the student's rights have been violated by staff, policy, or another student. Retaliation in any form against a student who files a complaint is strictly prohibited. A copy of the grievance form is attached to this packet. Students and parents/guardians may submit the grievance form to a staff member at the JJAEP Campus (Counselor, Administrator, CIS) or may go directly to Pupil and Parent Services at 9600 Sims, El Paso, Texas 79925 or 915-434-0743. Student or parent/guardian may also contact the assigned Juvenile Probation Officer or the Diversionary and JJAEP Administrator, Ramon Hernandez at 915.849.2500 or by email at ramhernandez@epcounty.com 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.

- The student should make an honest effort to discuss and resolve problems being experienced by dealing face-to-face with the JJAEP staff whenever possible.
- The JJAEP staff will take reasonable and appropriate steps in an attempt to correct the problem; if staff is unable to resolve the matter, the student 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.
- The JJAEP Administrator, Principal or Assistant Principal will investigate the grievance and will attempt to resolve the grievance. The student will receive a written response within five (5) school days after submitting the grievance. Efforts to resolve the matter will be documented on a Student Grievance Review Form for Administrators. Copies will be forwarded to the JJAEP Administrator. Upon request, a student's parent/guardian will be provided with a copy of the Student Grievance Form, including the response and findings. Copies will be placed respectively in the JJAEP electronic file and student school file.
- If the student or parent/guardian feels that they are not satisfied with the response provided by the School Administrators or the JJAEP Administrator, they have a right to go to YISD's Pupil and Parent Services or Juvenile Probation Department and appeal the results. The deadline for submitting an appeal of the initial response must be no earlier than five (5) school days after the student receives the initial response. The student will receive a written response within ten (10) school days after submitting an appeal.

COMPLAINTS & GRIEVANCES FROM PARENT

El Paso County JJAEP facilities will maintain the policy to respond quickly to all complaints/grievances from parents, 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 (response to complainant's grievance) and will sign to acknowledge that they received a copy.) A copy of the Student Grievance Form is attached to this Student Code of Conduct.

J. SEXUAL ABUSE POLICY

The El Paso County JJAEP has a policy to ensure for the safety of all students within the JJAEP. The below requirements will assist to ensure that no JJAEP student is at risk for sexual abuse, exploitation, or any type of physical or other abuse.

PRISON RAPE ELIMINATION ACT OF 2003 (PREA)

The Prison Rape Elimination Act of 2003 (PREA), a federal law that addresses the prevention of sexual abuse in adult and juvenile facilities or programs, such as the JJAEP as well as community correction programs. All JJAEP facilities will maintain a zero tolerance policy in conjunction with PREA regarding all forms of sexual abuse in all juvenile facilities and programs operated by the El Paso County Juvenile Probation Department and the TEXAS JUVENILE JUSTICE DEPARTMENT (TJJD). School administrators, school staff and JJAEP personnel all shall be designated as coordinators to oversee the implementation and adherence to this zero tolerance policy.

All JJAEPs shall have a zero tolerance policies and practices regarding sexual abuse in accordance with the Prison Rape Elimination Procedures Act of 2003 (§358.500) that provide for administrative sanctions as explained in §348.224 of the JJAEP Policies and Procedures manual will be followed to include:

§358.300 SERIOUS PHYSICAL ABUSE AND SEXUAL ABUSE – (PREA) Prison Rape Elimination Act

- Any JJAEP staff personnel that 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 and PREA standards).**
- No officer, volunteer, counselor, teacher, visitor, student shall engage in any conduct of a sexual nature. There is no “consent” allowance 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.
- If a student is identified as vulnerable to sexual abuse, steps will be taken to ensure his/her safety, i.e., additional supervision, referral to school counselor to discuss possible issues, notification to probation officer (if applicable) to also assist in identifying any problems.
- JJAEP staff shall never be allowed as the sole supervisor of students of the opposite gender. (This includes searches, restroom breaks or any function of the program where students are vulnerable or exposed).
- Any student with any type of disability to include deafness will be allowed to report any sexual activity through *whatever* means necessary to help them communicate. (No restrictions will be applied by the school).
- YISD/Juvenile Probation Department shall not hire or promote anyone who has engaged in sexual abuse or inappropriate sexual conduct. All employees, staff members or substitute teachers have passed a background check by the ISD or Juvenile Probation Department to ensure the continued safety of the JJAEP students.
- YISD/Juvenile Probation Department shall make every effort to provide an environment that is free of coercion or any inappropriate conduct of any kind.
- All students thought to be victims of sexual assault shall be examined at the earliest time possible after the allegation, by a licensed physician. The examination taken by the physician may be used as evidence in an investigation.
- All allegations shall be investigated thoroughly by a neutral party and all shall be reported to Local Law Enforcement.
- All students may report in writing (grievances) by telephone, face to face, or another means that will allow for their privacy and protection.

- If a student does not feel comfortable reporting to anyone in the JJAEP they may contact a third party (Law Enforcement, TJJD, Juvenile Probation Department, CPS, etc.) directly.
- Attached to this Student Code of Conduct is the Abuse, Neglect and Exploitation Form with the phone number to call if there is a concern or complaint regarding the health and safety of a juvenile in a juvenile justice alternative education program.
- The TJJD’s investigation is limited to whether an allegation or incident of abuse, neglect or exploitation occurred based on the statutory definitions of abuse, neglect, and exploitation.

PROCEDURES TO TAKE IN THE EVENT OF AN ALLEGED SEXUAL ABUSE INCIDENT

JJAEP personnel will report any type of abuse immediately to School Administrators, JJAEP Administrator, Law Enforcement, Texas Department of Family and Protective Services and the Texas Juvenile Justice Department within 24 hours. The below persons must receive a notification or report regarding allegation:

- School Administrators.
- School Nurse.
- Law Enforcement – 911.
- Parent/Guardian.
- Texas Department of Family and Protective Services - 1-800-252-5400
- Texas Juvenile Justice Department - 1-877-786-7263; submit TJJD Incident Report to abuseneglect@tjjd.texas.gov
- JJAEP Administrator - 915-849-2500.

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 in JJAEP that have struggled within a traditional school curriculum and setting may have the option of participating 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 actual test. Students that want to have this considered should first speak to their parent(s)/guardian(s), probation officer and guidance counselor about this option and ensure the below criteria is met.

- Be 16 years old to participate in pre-testing and remedial preparation, and have a court order authorizing pursuit of high school equivalency final testing and certificate; or
- Candidates who are 17 years old must have parent/guardian signature for taking the official testing.

JJAEP students with less than 4 high school credits, will be considered a priority for consideration of a High School Equivalency Program

L. CONSIDERATION OF REMOVAL OF A CHILD

Consideration will be given as a factor in each decision concerning suspension, removal to a disciplinary alternative education program, expulsion, or placement in a juvenile justice alternative education program, regardless of a whether the decisions concern a mandatory or discretionary action, to a student’s status in the conservatorship of the Texas Department of Family and Protective Services or a student’s status as a student who is homeless.

M. TRANSITION FROM AN ALTERNATIVE EDUCATION PROGRAM TO REGULAR CLASSROOM

As soon as possible after an alternative education program determines the date of a student's release from the program, the alternative education program administrator (Cesar Chavez Academy), shall provide written notice of that date to the student's parent or a person standing in the parental relation to the student and the administrator of the campus to which the student intends to transition to. YISD and receiving district will jointly develop an appropriate written exit plan *from* the JJAEP and transition plan *to* the home school. An academic review will be provided to include a review of courses attended, credits earned, credits pending, discipline and behavior progress or follow up areas, state assessment and/or IOWA skills test scores (Pre and Post), and attendance records for JJAEP term through the JJAEP Exit Transition Meeting facilitated by Cesar Chavez Academy. In order to promote successful transition and long term success, said exit transition meeting will occur prior to a youth's withdrawal from the JJAEP and will include the home school (returning), Campus Administrator or designee, assigned Juvenile Probation Officer or JPD representative, the student and the student's parent or guardian. The JJAEP Exit Transition Meeting must take place no later than five (5) instructional days after the date of the student's release from an alternative education program (JJAEP).

N. 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 or natural disaster. Searches will be conducted for safety and security reasons only. The searches procedure may be modified to ensure the safety and security of JJAEP students and staff in light of a pandemic or natural disaster in respect to the existing procedures. Any modifications to the searches procedure must be noted and reported to the JJAEP Administrator.



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.

Legend	
√	= Compliant
χ	= Non-Compliant
∅	= Not Applicable

EL PASO COUNTY JUVENILE PROBATION DEPARTMENT JJAEP PERSONNEL RECORDS REQUEST Chapter 348 Juvenile Justice Alternative Education Programs

				Education and Certification						Personal Records						Policies and Procedures						
				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
EMPLOYEE NAME		POSITION	JJAEP START DATE																			
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						



INCIDENT REPORT FORM

Administrative Investigations Division

TEXAS
JUVENILE
JUSTICE
DEPARTMENT

Fill out both sides of form and submit completed form and any additional documentation to:

Email: abuseneglect@tjjd.texas.gov

REPORTER'S INFORMATION				
Form Completed By Name/Title		Phone #	Fax #	Email Address
First Person of Knowledge Name/Title		Phone #	Email Address	
County Case ID #	County	Incident Date	Incident Time	

LOCATION OF ALLEGED INCIDENT				
Name of Department/Program/Facility				Type of Program/Facility (check one): <input type="checkbox"/> Pre-Adjudication (Detention) <input type="checkbox"/> Post-Adjudication (Secure) <input type="checkbox"/> Post-Adjudication (Non-Secure) <input type="checkbox"/> Probation <input type="checkbox"/> JJAEP <input type="checkbox"/> Day Reporting Program
Address	City	State	Zip	
Administrator's Name/Title		Phone	Fax	

LAW ENFORCEMENT NOTIFICATION				
Law Enforcement Agency Name			Person Notified	
Phone	Fax	Report Number	Date Notified	Time Notified

SERIOUS INCIDENTS -- Report to TJJJ within 24 Hours						
<input type="checkbox"/> Attempted Escape <input type="checkbox"/> Escape <input type="checkbox"/> Escape-Furlough <input type="checkbox"/> Youth Sexual Conduct <input type="checkbox"/> Youth-on-Youth Physical Assault		<input type="checkbox"/> Attempted Suicide: Referred for Mental Health Services? <input type="checkbox"/> Y <input type="checkbox"/> N <input type="checkbox"/> Reportable Injury: Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical				
YOUTH INVOLVED	Name		DOB	Age	Race	Height
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> Other	
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

ABUSE, NEGLECT, EXPLOITATION, OR DEATH	
Report to TJJJ and Law Enforcement within 24 Hours : <input type="checkbox"/> Exploitation <input type="checkbox"/> Emotional Abuse <input type="checkbox"/> Verbal Abuse <input type="checkbox"/> Neglect: <input type="checkbox"/> Medical <input type="checkbox"/> Supervisory <input type="checkbox"/> Physical Abuse Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical	Report to Law Enforcement within 1 Hour and TJJJ within 4 Hours <input type="checkbox"/> Death: <input type="checkbox"/> Suicide <input type="checkbox"/> Non-Suicide <input type="checkbox"/> Sexual Abuse: <input type="checkbox"/> Contact <input type="checkbox"/> Non-Contact <input type="checkbox"/> Serious Physical Abuse (injury that requires medical treatment): Restraint related? <input type="checkbox"/> Y <input type="checkbox"/> N If yes, what type? <input type="checkbox"/> Mechanical <input type="checkbox"/> Physical <input type="checkbox"/> Chemical

STAFF-ON-YOUTH ALLEGATIONS ONLY

ALLEGED VICTIM: YOUTH	Name		DOB	Age	Race	Height	
	Weight	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID	Current Location of Youth: <input type="checkbox"/> Facility <input type="checkbox"/> Residence <input type="checkbox"/> 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
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

YOUTH-ON-STAFF ASSAULTS ONLY TJJD will not investigate these incidents; however, it is important that we collect this data. Please report all assaults on staff to local law enforcement and TJJD.

ALLEGED VICTIM: STAFF	Name / Title	DOB	Race	Gender <input type="checkbox"/> M <input type="checkbox"/> F
	Was the staff injured? <input type="checkbox"/> Y <input type="checkbox"/> N			
	If Yes: Was medical treatment needed? <input type="checkbox"/> Y <input type="checkbox"/> N Briefly describe any injuries:			

SUSPECT: YOUTH	Name		DOB	Age	Race	
	Gender <input type="checkbox"/> M <input type="checkbox"/> F	Placing County	PID			
	Name of Parent/Guardian		Phone	Date Notified	Time Notified	
	Parent/Guardian's Address			City	State	Zip

DESCRIPTION OF INCIDENT

- **THIS SECTION MUST BE COMPLETED. Supplementary attachments may not replace the narrative.**
- The details of the incident should include **who, what, when, where, why, and how**, including a description of any injuries and the type of medical treatment provided. Use additional pages if necessary.
- **NOTE:** If the first person of knowledge is not the person who is submitting this form, the first person of knowledge must attach a signed, dated statement.

APPROVAL

I do hereby attest that the information I provided is true and correct to the best of my knowledge.

Printed First and Last Name	Signature X	Date
-----------------------------	-----------------------	------



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 <i>(including address, city, state and zip code):</i>		First Person of Knowledge:	
Perpetrator #1:		Date Allegation Reported to First Person of Knowledge:	
Perpetrator #2:		Date Allegation Reported to TJJD:	
Perpetrator #3:			
Perpetrator #4:			

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:

Perpetrator #:	Type:	Date of Resignation / Termination:	Date TJJD Notified:	Name of Individual Who Notified TJJD:
Perpetrator #1:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #2:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #3:	<input type="checkbox"/> Resignation <input type="checkbox"/> Termination			
Perpetrator #4:	<input type="checkbox"/> Resignation <input type="checkbox"/> 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: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> Written
Name:	Title:	Type: <input type="checkbox"/> Oral <input type="checkbox"/> 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 TJJJ 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.*

Board of Trustees


Meeting Date: _____

Executive Summary of Board Agenda Item

Subject/Title for Agenda Posting: Approval of new FTEs for 21st Century Grant required positions.

Justification Statement: The additional positions, Project director, Program specialist and Site coordinators are required for grant compliance and fulfilling the 21st Century Learning Centers Grant's program objectives.

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

Staff Responsible: 

Signature of Requester(s)
 Jessica Arellano

Signature of Presenter(s)

Business Services Approval (Initials) _____ *Date*

Agenda Summary:

CISD is the proud recipient of the 21st Century Learning Centers grant which provides staff and resources for after school and summer academic support and enrichment through learning centers at 5 district elementary schools. The grant requires the addition of 3 new positions: 1 Project director, 1 program specialist and 5 site coordinators. These positions are all fully funded through the awarded grant and do not affect the CISD budget. Grant period may be up to 5 years by successfully meeting grant obligations each year.

RECOMMENDATION: To approve all three FTEs for the new positions.

PRIOR BOARD ACTION: NA AWARDED: AWARDED AMOUNT:

AMOUNT(S): \$497,000.00

ACCOUNT NO(S):

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

REQUESTING DEPARTMENT:
Curriculum and Instruction

CONSEQUENCES OF NON-APPROVAL:
CISD will not be able to meet grant obligations and forfeit grant and thereby access to all grant opportunities for our students.

IMPLEMENTATION TIMELINE:

ATTACHMENT(S):



21st Century Community Centers Grant

The 21st Century Community Centers (CCLC) program supports the creation of 5 community learning centers located at BCE, CES, DDE, GES, JDE. These centers will provide targeted academic support, student interest-based enrichment opportunities after school and during the summer, as well as monthly family engagement opportunities. CISD was awarded roughly \$1.4 million to fund the centers during the 23-24 school year, which could be extended for up to five years as long as grant objectives are met each year. Grant funding will not only cover the required positions but also a wide variety of expenses such as extra-duty pay for tutors and enrichment teachers/coaches, transportation, instructional materials and supplies for enrichment activities.

The grant allows for the creation of 7 new positions (1 director, 1 program specialist, 5 site coordinators) which will work collectively to recruit and retain students and parents into the program. These positions will monitor and make sure that the academic help and enrichment activities are carefully planned to improve academic outcomes, especially in math and reading. After school, these learning centers will be available to students until 6:00 PM, M-F to support the needs of working families. Our most at-risk populations will benefit significantly and close academic gaps with 3 key strategies; High impact tutoring, academic help centers and early childhood literacy support with a summer K-2 Super Readers Academy. The high engagement K-2 summer literacy program is especially important for our emergent bilingual students and will help build a solid foundation in reading which is paramount to future success in any course at any grade level.

Through the creation and support of enrichment programs such as robotics, sports (e.g soccer and dance), music and art, we anticipate the grant will also have a positive impact on student attendance. In addition to academic support, 3-5 students will have the opportunity to attend summer STEAM camps. These camps are usually in high demand and will include career exploration to help open the pathway for students to become familiar with the fast growing, high-paying STEM career sector. Best of all, all of the grant programs will be available to students and families at no cost.

This is a tremendous opportunity for the students and families in our district and supports our district's goals for student success, attendance, and family engagement.



Christine Hernandez <chernandez@canutillo-isd.org>

Fwd: Notice of Preliminary Selection for the 2023-2024 Nita M. Lowey 21st CCLC Cycle 12, Year 1; Request for Application (RFA) #701-23-106

1 message

Jesica Arellano <jarellano@canutillo-isd.org>
To: Christine Hernandez <chernandez@canutillo-isd.org>

Wed, Aug 2, 2023 at 12:18 PM

Here is the preliminary acceptance.

----- Forwarded message -----

From: **TEA.NOGA.ACTIONS** <TEA.NOGA.ACTIONS@tea.texas.gov>

Date: Tue, Jun 13, 2023 at 2:20 PM

Subject: Notice of Preliminary Selection for the 2023-2024 Nita M. Lowey 21st CCLC Cycle 12, Year 1; Request for Application (RFA) #701-23-106

To: pgalaviz@canutillo-isd.org <pgalaviz@canutillo-isd.org>

Cc: jarellano@canutillo-isd.org <jarellano@canutillo-isd.org>, rporras@canutillo-isd.org <rporras@canutillo-isd.org>

Greetings,

TEA is pleased to inform you that your application for **Canutillo ISD** has been preliminarily selected to receive an award for the **2023-2024 Nita M. Lowey 21st CCLC Cycle 12, Year 1**. The preliminary selection was made after evaluation by external reviewers and agency staff.

NOTE: Agency funding of this program is dependent upon a grant of funds by the US Dept. of Education. This funding is expected to be received on July 1, 2023. If the US Dept. of Education fails to grant the necessary funds, the Agency may not fund this program.

Confirmation and Negotiations

Agency staff will thoroughly review each application to confirm that it is compliant with all applicable rules and regulations and that the identified program goals and activities meet the intent of the Request for Application (RFA). Once it is determined that the application is indeed eligible to be funded, agency staff may contact the designated program contact person to negotiate necessary fiscal and programmatic changes to the application. Agency staff will review the budget and activities to determine if the requested amounts are allowable, reasonable, and necessary to meet the intent of the RFA. Budgeted costs determined by TEA to be unallowable, unreasonable, and unnecessary will be removed from the application during the negotiation phase.

If it is determined during the negotiation process that the application is not eligible to be funded, you will be notified of the ineligibility for funding. TEA will not be responsible for paying for any expenditure incurred by the applicant.

Specific Conditions for Subgrantees Selected Through the Competitive Review Process

Subgrantees selected through the competitive review process receive their NOGAs once the negotiation process has been completed and, on the grant start date of **August 01, 2023**, may begin expending funds towards eligible grant activities. 100% of grant funds will be released upon successful completion of the negotiation process. To help TEA complete negotiations, please respond to any inquiries from TEA staff as quickly as possible. The NOGA reserve cannot

be lifted while any point of negotiation is still pending. TEA also reserves the right to manually review all draw down requests made during the negotiation process.

Funding Amounts and Reimbursements

Please be advised that grantees may not always receive the amount requested in the original application because of revisions made during negotiations and changes to the total amount of funding available. Grantees are responsible for ensuring that any expenditures paid prior to the conclusion of the negotiation process are allowable under the terms and conditions of the grant program. TEA will not make reimbursements for any activities or line items deleted during negotiations. Any refunds incurred while negotiations are ongoing must be paid before the remainder of the grant award is released. These expenses must be paid from other sources. TEA does not give verbal approval for any activities or expenditures.

Notice of Grant Award (NOGA)

'Print NOGA' feature in the Expenditure Reporting (ER) System

Copies of the NOGA are no longer attached to notices. A 'Print NOGA' button is available in the ER system to print/view a copy of the Notice of Grant Award (NOGA). Please log on to the ER system to print your award NOGA. Please see below for information on accessing the ER system.

Conditions and requirements of the original SAS and project guidelines remain in effect and are incorporated by reference. All expenditures must occur between the beginning and ending dates on the NOGA. All goods and services purchased with grant funds must be received in time to substantially benefit the project and intended beneficiaries during the grant period for which the funds were awarded.

Thank you for your important efforts for the school kids of Texas. We look forward to working with you during the coming year.

If you have any questions regarding this matter, please contact Competitive Grants at competitivegrants@tea.texas.gov.

ER System information - <https://tea.texas.gov/finance-and-grants/grants/grants-administration/expenditure-reporting>

Project Period

The project period for the above-mentioned grant is stated on your NOGA. All encumbrances and obligations must occur on or between the beginning and ending dates of the subaward unless pre-award costs are expressly permitted for the individual grant program.

In general, goods or services delivered near the end of the grant period may be viewed by TEA as not necessary to accomplish the objectives of the current grant program; however, TEA will evaluate such expenditures on a case-by-case basis. A TEA monitor or an auditor may disallow those expenditures if the subgrantee is unable to:

1. document the need for the expenditures
2. demonstrate that program beneficiaries receive benefit from the late expenditures, or
3. negate the appearance of "stockpiling" supplies or equipment.

The subrecipient must receive the benefit and liquidate (record as an expenditure) all obligations incurred under the subaward no later than the revised final expenditure report due date. An encumbrance cannot be considered an expenditure or accounts payable until the goods have been received and the services have been rendered. Obligations that are liquidated and recognized as expenditures must meet the allowable cost principles in 2 CFR Part 200 of EDGAR (as applicable) and program rules, regulations, and guidelines contained elsewhere. This provision applies to all grant programs, including state and federal, discretionary and formula.

Fingerprinting Requirement

Per Section 22.0834 of the Texas Education Code (TEC), any person offered employment by any entity that contracts with TEA or receives grant funds administered by TEA (i.e., a subgrantee or a contractor of the subgrantee) is subject to the fingerprinting requirement. TEA is prohibited from awarding grant funds to any entity, including nonprofit organizations, that fails to comply with this requirement. For details, refer to the General and Fiscal Guidelines, Fingerprinting Requirement.

Amendments

If the subgrantee needs to amend the application to request authorization for changes that require

approval, the subgrantee must obtain approval from TEA by submitting an amendment prior to the date the subgrantee encumbers such funds and/or such services are rendered. Refer to the "When to Amend the Application" document posted in the Amendment Submission Guidance section of the

Administering a Grant page. An amendment is effective on the day it is received by TEA in substantially approvable form yet is subject to negotiation. The last day to submit an amendment to TEA is stated on the TEA Grant Opportunities page.

25% Budget Variation Cannot Be Exceeded

A budget amendment is required when cumulative transfers among direct cost categories exceed or are expected to exceed 25% of the *total current approved budget*. A subgrantee may transfer funds among existing budgeted categories without submitting an amendment as long as the total amount of funds transferred is 25% or less of the total current approved budget. This provision does not allow for the purchase of additional units of equipment, but it does allow for the purchase of previously approved items that cost more than budgeted amounts. The total expenditures for programs budgeted cannot exceed the total amount approved for each program budget.

Cash Management Requirements

The subgrantee must account for and expend federal funds in accordance with federal statute, state laws, and the terms and conditions of the award. There are two methods available to a subgrantee to request payments. These include: reimbursement and cash advances.

- **Reimbursement:** In a reimbursement method, a subgrantee draws down funds from the ER system after the subgrantee has already paid the funds. In an effort to allow subgrantees with additional flexibility, TEA has defined reimbursement as drawing down funds on, or after, the day the subgrantee has mailed, delivered, or submitted an electronic payment. For audit purposes, the subgrantee must track the date it mailed, delivered, or submitted an electronic payment as proof for reimbursement method. Under the reimbursement method, a subgrantee is not required to deposit funds in an interest-bearing account.
- **Cash Advance:** Under the cash advance method, a subgrantee draws down funds in advance of when the funds will be paid out. The use of this payment method requires the subgrantee to have written procedures that minimizes the time elapsing between when the subgrantee requests a draw down and when the subgrantee will issue the payment for the program purpose.

Requesting Payment through the Expenditure Reporting (ER) System

Subgrantees in good standing are required to use the ER system to record expenditures and request payment. Subgrantees may generally enter total expenditures by class/object code into the ER system up to 30 days following the ending date of the grant. The subrecipient is responsible for ensuring the Grantee Manager and/or Grantee Official, or such person using the Grantee Manager or Grantee Official's credentials, has been authorized by the subrecipient organization to enter the organization into legally binding agreements for grant payment purposes prior to the Grantee Manager or Grantee Official certifying and submitting expenditure payment requests in the ER system. This authorized official must certify each request for payment as described in 2 CFR §200.415.

Accessing ER

To access ER, all individuals reporting and certifying expenditures are required to have a TEAL Login (TEAL) account and access to the ER application. For security purposes, the TEAL username and password are not to be shared with any other user. The ER system is designed to accommodate a segregation of duties between the staff member who enters the drawdown into the ER system and the authorized official who certifies and submits the request. Failure to have such segregation of duties could be a sign of insufficient internal controls indicating risk of inadequate fund management. TEA strongly recommends the segregation of duties and may impose additional specific conditions on subgrant awards when risk is identified.

If you do not have access to TEAL, you must request a user ID. On the TEAL Login (TEAL) screen, click Request New User Account and complete the steps provided. A username and temporary password will be emailed to you, so you can logon and finalize your account. Once your TEAL account is finalized, you will logon to TEAL, click on My Application Accounts, and follow the instructions to request access to the Expenditure Reporting application.

If you already have a TEAL account and access to ER, login directly to TEAL. In your list of applications, look for the Expenditure Reporting heading and click on your role/link, under the heading, to access the ER system.

Documentation of Expenditures

For any payment request in ER, TEA reserves the right to request additional supporting documentation including but not limited to the general ledger, payroll ledger, and copies of payroll checks, invoices, receipts, and travel vouchers before authorizing payment. TEA may request you to upload any such document to your payment request in ER. Payment will not be approved or processed until the requested documentation is received and determined to be allowable under the grant.

Expenditure Reporting by Class/Object Code in ER

Expenditures must be reported in the ER system by class/object code. TEA implements this process to demonstrate compliance with federal monitoring expectations/auditing standards and to mitigate the need for subgrantees that are not identified as high-risk by TEA to submit supporting expenditure documentation for payment requests that exceed grant threshold requirements. High-risk subgrantees are required to submit requested supporting documentation to TEA.

Advance payments must be limited to the minimum amounts needed and be timed to be in accordance with the actual, immediate cash requirements in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements for direct program or project costs and the proportionate share of any allowable indirect costs.

Subgrantees must have written procedures and internal controls for cash management to ensure that only the actual amount of cash needed will be requested, and that the cash received will be paid out. Procedures should show that the subgrantee plans carefully for cash flows for grant projects and reviews cash requirements before each request for payment. Cash management procedures are monitored during monitoring visits and during the annual independent audit.

With any issues or questions related to the programmatic aspects of the grant, please contact the program contact as listed on the TEA Grant Opportunities page.

In addition, the ER system has various system criteria that allow TEA staff to monitor requests for payment. If a draw down request violates an ER system criterion or is randomly selected for monitoring, TEA staff will manually review the draw down request and contact the subgrantee for a narrative payment justification. Payments that do not violate thresholds and/or ER system criteria will be approved automatically.

Due Date of Expenditure Report

The deadline for reporting total final expenditures by class/object code is stated on the TEA Grant Opportunities page.

Refunds for Excess Payments

All refunds for excess payments received (*not for interest earned on federal funds*) must be submitted to:

Texas Education Agency—MSC

P. O. Box 13717

Austin TX 78711-3717

Write the name of the grant program, NOGA ID number, and reason for refund ID on the refund check.

The refund will be credited to the NOGA ID from which the excess funds were drawn down.

Reason for Refund

- R.1. Correction of an administrative error
- R.2. Correction of an unallowable cost
- R.3. Correction for a cost incurred outside the period of availability
- R.4. Return of funds associated with an excessive drawdown
- R.5. Return of funds associated with termination (voluntary or involuntary)
- R.6. Return associated with a failure to meet maintenance of effort
- R.7. Other (*provide brief explanation on separate page*)

For Assistance

For funding information, please visit the TEA Grant Opportunities page. If you have any other questions submit them through the TEA Help Desk.

Denial of Expenditure Reports

When reporting expenditures by class/object code, the ER system will not permit the subgrantee to submit an expenditure report with the following criteria:

- Where the subgrantee is claiming expenditures in a class/object code not budgeted in the approved application
- When the total amount exceeds the total amount of the grant

Thresholds are established for each grant program to allow for the automatic approval of payments as long as the payments are within the established thresholds. The ER system will automatically forward any request for payment that exceeds the established thresholds to TEA staff for review and approval.


TEA staff will consider each request to exceed the established thresholds on a case-by-case basis.



Charlotte Wehrman

Grant Manager, Competitive Grants Unit

Grants Administration Division

 512-463-9394

 Charlotte.Wehrman@TEA.Texas.gov

 TEA.Texas.gov

Jesica Rendon Arellano

Executive Director of Curriculum and Instruction

jarellano@canutillo-isd.lorg

CANUTILLO ISD NON DISCRIMINATION STATEMENT

The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs. For more information regarding the Canutillo Independent School District's policy of non-discrimination contact: Executive Director for Human Resources, (915) 877-7423, 7965 Arctcraft Rd., El Paso, TX 79932.

El Distrito Escolar Independiente de Canutillo no discrimina en cuanto a raza, color, origen, género, edad o discapacidad en lo que se refiere a sus prácticas de empleo, o al proveer servicios, actividades y programas educativos y vocacionales. Para mayor información respecto a la política de no discriminación del Distrito Escolar Independiente de Canutillo, favor de contactar a: Director Ejecutivo de Recursos Humanos, (915) 877-7423, 7965 Arctcraft Rd., El Paso, TX 79932.



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

MEMORANDUM

TO: BOARD OF TRUSTEES SUPERINTENDENT GALAVIZ
FROM: DR. DEBRA Y. KERNEY, ASSOCIATE SUPERINTENDENT
SUBJECT: FACILITY REQUEST FORM: CHILD EVANGELISM FELLOWSHIP OF WEST TEXAS
DATE: JULY 25, 2023

Canutillo ISD has received a facilities request form from the Child Evangelism Fellowship of West Texas-Rio Grande Chapter requesting use of the cafeteria/multi-purpose room at Garcia Elementary School for after school Good News Club, grades 1-5. As stated in GKD (Regulation) *Requests for use by individuals, groups, or organizations to use facilities or equipment for financial profit, partisan political reasons, religious purposes, or serving the individual or group's self-interest shall be approved by the Board.*

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

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



Texas Education Agency A-Rated Three Years in a Row.

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org

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

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



CANUTILLO INDEPENDENT SCHOOL DISTRICT
FACILITIES REQUEST FORM
REQUIRING BOARD APPROVAL

Name: Sheryl Maxsom, Ph.D
Address: 533 La Canterera Dr, 79912
Telephone #: 915-549-2794
Organization: Rio Grande Chapter, Child Evangelism Fellowship of West Texas, Inc.
Address: PO Box 973016, El Paso, TX 79997-3016
Position of Applicant: CEF Board Member

Indicate length of time you are planning to use facilities:

Date(s): 9/21/23 - 5/30/24 Time: From 3:30 pm To 5:00 pm
Type of facility requested: meeting room Location/campus: Garcia Elem School
Purpose for use of facilities: Good News Club one day each week
Number of Participants: ~20 Food be sold during the event: (circle one) Yes No

If selling food during the event, a City of El Paso Public Food Establishment Permit must be provided to the associate superintendent's office five (5) business days prior to the event.

I have read the Rules and Regulations for use of Canutillo ISD building facilities and I will abide by these rules and regulations. I further assure responsibility for the proper care of these facilities.

Sheryl Maxsom, Ph.D. CEF Board Member 7-13-23
Applicant signature Title Date

Approved by Principal or Designee Title Date
Maura J. Claen Principal 7/20/2023

Custodial Services Required: No

Facilities & Transportation Division - Lead Custodian Signature Date

Associate Superintendent's Approval Date 7/24/23

Board Approved: Yes No Date



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

MEMORANDUM

TO: BOARD OF TRUSTEES SUPERINTENDENT GALAVIZ
FROM: DR. DEBRA Y. KERNEY, ASSOCIATE SUPERINTENDENT
SUBJECT: FACILITY REQUEST FORM: CHILD EVANGELISM FELLOWSHIP OF WEST TEXAS
DATE: JULY 25, 2023

Canutillo ISD has received a facilities request form from the Child Evangelism Fellowship of West Texas-Rio Grande Chapter requesting use of the cafeteria/multi-purpose room/library at Canutillo Elementary School for after school Good News Club, grades 1-5. As stated in GKD (Regulation) *Requests for use by individuals, groups, or organizations to use facilities or equipment for financial profit, partisan political reasons, religious purposes, or serving the individual or group's self-interest shall be approved by the Board.*

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

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

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org



Texas Education Agency A-Rated Three Years in a Row.

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

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



CANUTILLO INDEPENDENT SCHOOL DISTRICT FACILITIES REQUEST FORM REQUIRING BOARD APPROVAL

Name: Sheryl Maxsom, Ph.D.
 Address: 533 La Cantera Dr, 79912 Email: smaxsom@elp.isd.net
 Telephone #: 915-549-2794 Date of Application: _____
 Organization: Rio Grande Chapter, Child Evangelism Fellowship
of West Texas, Inc
 Address: PO Box 973016, El Paso, Tx 79997-3016
 Position of Applicant: CEF Board Member

Indicate length of time you are planning to use facilities:

Date(s): 9/21/23 - 5/30/24 Time: From 3:30pm To 5:00pm

Type of facility requested: meeting room Location/campus: Canutillo Elem School

Purpose for use of facilities: Good News Club one day each week after school

Number of Participants: ~20 Food be sold during the event: (circle one) Yes No

If selling food during the event, a City of El Paso Public Food Establishment Permit must be provided to the associate superintendent's office five (5) business days prior to the event.

I have read the Rules and Regulations for use of Canutillo ISD building facilities and I will abide by these rules and regulations. I further assure responsibility for the proper care of these facilities.

Sheryl Maxsom, Ph.D. CEF Board Member 7-13-23
 Applicant Signature Title Date

Approved by Principal or Designee <u>[Signature]</u>	Title <u>Principal</u>	Date
---	---------------------------	------

Custodial Services Required: <u>No</u>
--

Facilities & Transportation Division - Lead Custodian Signature	Date
---	------

Associate Superintendent's Approval <u>[Signature]</u>	Date <u>7/25/23</u>
---	------------------------

Board Approved: Yes No	Date
------------------------	------



Canutillo Independent School District Curriculum & Instruction

Excellence Through Integrity and Innovation

C&I Mission: To promote a culture of collaboration that supports student achievement outcomes through engaging, relevant learning experiences.

TO: CISD Board of Trustees and Superintendent Galaviz

FROM: **Jessica Arellano**, Executive Director of Curriculum & Instruction and **Richard Moore**, Social Studies/Advanced Academics Coordinator

DATE: August 22, 2023

RE: Request for Creation of Innovative High School Courses

Advanced Academics is requesting approval for additional Innovative High School Courses. Innovative courses will allow CISD to offer courses which will enable students to master knowledge, skills, and competencies not normally included in the essential knowledge and skills of required curriculum. Innovative courses provide our campus with another way to enrich instruction for our high achieving students. In addition, the completion Advanced Innovative Courses improves students' chances of admission to a top tier university. The successful completion of some innovative courses will also give students additional college credit with no cost to them. With the board's approval, innovative course codes can be created and added to the campuses' master schedules.



Street Address: 7965 Artcraft Rd. • El Paso, TX 79932 | Mailing Address: P.O. Box 100 • Canutillo, TX 79835
Phone (915) 877-7440 • Fax (915) 877-7470 • www.canutillo-isd.org

225
The Canutillo Independent School District does not discriminate on the basis of race, color, national origin, gender, age or disability in its employment practices, or in providing education services, activities and programs, including technical education programs.



List of Approved Innovative Courses 2022–2023

The following is a list of approved innovative courses for the 2022–2023 school year. School districts and charters schools wishing to offer innovative courses must have the approval of their board of trustees. Innovative courses may only be used to meet state elective credit and are not approved to meet any other requirement for graduation.

Complete course descriptions and requirements, including curriculum standards, educator certification requirements, and recommended course resources and activities can be found on the [Innovative Courses](#) webpage. For questions related to innovative courses, please email innovative.courses@tea.texas.gov.

Career and Technical Education

Course	Content Area	PEIMS Code	Abbreviation
General Employability Skills	Career Development	N1270153	GEMPLS
Student to Industry Connection	Career Development	N1270153	ST2INDCN
Advanced Floral Design	Agriculture, Food, and Natural Resources	N1300270	ADVFLDES
Agricultural Leadership, Research, and Communications	Agriculture, Food, and Natural Resources	N1300266	AGLRC
Beekeeping and Honey Processing	Agriculture, Food, and Natural Resources	N1300273	BEEKHP
Geographic Information Systems (GIS) for Agriculture	Agriculture, Food, and Natural Resources	N1300272	GIS4AG
Viticulture	Agriculture, Food, and Natural Resources	N1300265	VITICUL
Computer Aided Drafting for Architecture	Architecture and Construction	N1300429	CAD4ARCH
Pipefitting Technology I	Architecture and Construction	N1300425	PIPETEC1
Pipefitting Technology II	Architecture and Construction	N1300426	PIPETEC2
Pipefitting Technology I Lab	Architecture and Construction	N1300427	PIPETECL1
Pipefitting Technology II Lab	Architecture and Construction	N1300428	PIPETECL2
Sheet Metal Technology	Architecture and Construction	N1300430	SHTMTL
Topographical Drafting	Architecture and Construction	N1300421	TOPDR
Practicum in Digital Audio Technology	Arts, A/V Technology, and Communications	N1300996	PRACDAT
Video Game Programming	Arts, A/V Technology, and Communications	N1300994	VIDEOPR

Course	Content Area	PEIMS Code	Abbreviation
Advanced Video Game Programming	Arts, A/V Technology, and Communications	N1300995	ADVVIDEOGP
Child Development Associate (CDA) Foundations	Education and Training	N1300500	CDAFOUND
Communication and Technology in Education	Education and Training	N1300510	CMTCHED
Dimensions of Diplomacy	Government and Public Administration	N1301820	DIDIPL
Allied Health Therapeutic Services	Health Science	N1302120	ALLHTS
Clinical Ethics	Health Science	N1302121	CLINETH
Dental Anatomy and Physiology	Health Science	N1302122	DENTAP
Dental Equipment and Procedures	Health Science	N1302130	DENTEP
Imaging Technology I	Health Science	N1302123	IMGTECH1
Introduction to Dental Science	Health Science	N1302101	DNTSCI
Introduction to Imaging Technology	Health Science	N1302102	IMGTECH
Introduction to Pharmacy Science	Health Science	N1302103	PHARSCI
Introduction to Speech Pathology and Audiology	Health Science	N1302100	INTSPA
Kinesiology I	Health Science	N1302104	KINES1
Kinesiology II	Health Science	N1302124	KINES2
Medical Intervention Evaluation and Research	Health Science	N1302125	MEDINEV
Occupational Therapy I	Health Science	N1302132	OCCHLTH1
Occupational Therapy II	Health Science	N1302133	OCCHLTH2
Optical Technician	Health Science	N1302126	OPTTECH
Pharmacy I	Health Science	N1302127	PHARMCY1
Physical Therapy I	Health Science	N1302128	PHYTHER1
Physical Therapy II	Health Science	N1302134	PHYTHER2
Principles of Allied Health	Health Science	N1302105	ALLHLTH
Principles of Diagnostic Healthcare	Health Science	N1302106	DIGHLTH
Principles of Exercise Science and Wellness	Health Science	N1302107	EXSCIWL
Principles of Health Informatics	Health Science	N1302108	HLTHINF
Principles of Nursing Science	Health Science	N1302109	NURSSCI

Course	Content Area	PEIMS Code	Abbreviation
Principles of Therapeutic HealthCare	Health Science	N1302110	THERHLTH
Science of Nursing	Health Science	N1302129	SCINURS
Speech and Language Development	Health Science	N1302098	SLDEV
Speech Communication Disorders	Health Science	N1302099	SCDIS
Foundations of Restaurant Management	Hospitality and Tourism	N1302268	RESTMGMT
Introduction to Event and Meeting Planning	Hospitality and Tourism	N1302269	EVNTPLN
Practicum in Event and Meeting Planning	Hospitality and Tourism	N1302275	PRACEMP
Tourism Marketing Concepts and Applications	Hospitality and Tourism	N1302270	TOURMRKT
Applied Nutrition and Dietetics	Human Services	N1302541	APPNUTR
Barbering I-II	Human Services	N1302534 N1302535	BARBER1 BARBER2
Esthetics	Human Services	N1302533	ESTHE
Microbiology and Safety for Cosmetology Careers	Human Services	N1302540	MICRCOS
Nail Care, Enhancements and Spa Services	Human Services	N1302531	NCESS
Parenting Education I-II	Human Services	N1302536 N1302540	PAED1 PAED2
Principles of Community Services	Human Services	N1302542	COMMSERV
Social and Community Services	Human Services	N1302543	SOCComm
Advanced Cloud Computing	Information Technology	N1302813	ADCLDCMP
Advanced User Experience (UX) Design	Information Technology	N1302814	ADVUXD
Assistive Technology	Information Technology	N1260002	ATECH
Cyber Citizenship	Information Technology	N1260001	CYBERC
Foundations of User Experience (UX)	Information Technology	N1302809	FOUNDUX
Geographic Information Systems (GIS)	Information Technology	N1302805	GIS
Internetworking Technologies I	Information Technology	N1302803	INTNET1

Course	Content Area	PEIMS Code	Abbreviation
Internetworking Technologies II	Information Technology	N1302804	INTNET2
Introduction to C# Programming Applications	Information Technology	N1302812	INTCPA
IT Troubleshooting	Information Technology	N1302815	ITTROUB
Raster-Based Geographic Information Systems	Information Technology	N1302806	RBGIS
Spatial Technology and Remote Sensing	Information Technology	N1302807	SPATECRS
Advanced Legal Systems and Professions	Law, Public Safety, Corrections, and Security	N1303016	ADVLSP
Disaster Response	Law, Public Safety, Corrections, and Security	N1303011	DISRESP
Emergency Medical Technician—Basic	Law, Public Safety, Corrections, and Security	N1303015	EMTB
Forensic Psychology	Law, Public Safety, Corrections, and Security	N1303012	FORENSPSY
Foundations of Court Reporting	Law, Public Safety, Corrections, and Security	N1303017	FDCRTREP
Legal Research and Writing	Law, Public Safety, Corrections, and Security	N1303014	LEGRW
Basic Fluid Power	Manufacturing	N1303683	BASICFP
Blueprint Reading for Manufacturing Applications	Manufacturing	N1303684	BRFMA
Fiber Optic Technician	Manufacturing	N1303686	FOTECH
Introduction to Film Interpretation of Weldments	Manufacturing	N1303687	INTFMWLD
Introduction to Industrial Maintenance	Manufacturing	N1303688	INTINMAT
Occupational Safety and Environmental Technology I-III	Manufacturing	N1303680 N1303681 N1303682	OSET1 OSET2 OSET3
Programmable Logic Controller I-II	Manufacturing	N1303689 N1303690	PROLGCNT1 PROLGCNT2

Course	Content Area	PEIMS Code	Abbreviation
Entrepreneurship II	Marketing	N1303423	ENTPRNR2
Fundamentals of Real Estate	Marketing	N1301120	FUNDRE
Marketing	Marketing	N1303424	MRKTING
Practicum in Entrepreneurship	Marketing	N1303425	PRACENT
Retail Management	Marketing	N1303420	REMGMT
Sports and Entertainment Marketing II	Marketing	N1303422	SPORTEM2
Digital Image Processing	Science, Technology, Engineering, and Mathematics (STEM)	N1303766	DGIP
Engineering Applications of Computer Science Principles	STEM	N1303772	EACSP
Introduction to Computer Aided Design and Drafting	STEM	N1303769	INTRCADD
Intermediate Computer Aided Design and Drafting	STEM	N1303770	INTMCADD
Quality Assurance for Biosciences	STEM	N1303771	QABIOS
Texas Prefreshman Engineering Program I–IV	STEM	N1303752 N1303753 N1303754 N1303755	TXPRENG1 TXPRENG2 TXPRENG3 TXPRENG4
Advanced Shipboard Engineering	Transportation, Distribution, and Logistics	N1304667	ADVSE
Aviation Ground School	Transportation, Distribution, and Logistics	N1304675	AVIAGS
Concepts of Distribution and Logistics Technology	Transportation, Distribution, and Logistics	N1303800	DISTLOG
Introduction to Aerospace and Aviation	Transportation, Distribution, and Logistics	N1304672	INTAEAVI
Introduction to Shipboard Engineering	Transportation, Distribution, and Logistics	N1304666	INTSE
Introduction to Unmanned Aerial Vehicles (UAV) Flight	Transportation, Distribution, and Logistics	N1304670	PRINUAV
Logistics Engineering	Transportation, Distribution, and Logistics	N1303801	LOGENG

Course	Content Area	PEIMS Code	Abbreviation
Principles of Maritime Science	Transportation, Distribution, and Logistics	N1304661	PRMSCI
Maritime Science I-II	Transportation, Distribution, and Logistics	N1304662 N1304663	MSCI1 MSCI2
Advanced Instrument and Electrical	Energy	N1303901	ADVINELEC
Introduction to Instrumentation and Electrical	Energy	N1303900	INSTELEC

Foundation (bilingual/English as a second language (ESL), reading, mathematics, science, and social studies)

Course	Content Area	PEIMS Code	Abbreviation
Linear Algebra	Mathematics	N1110021	LINALG
Modern Geometry	Mathematics	N1110019	MODGEO
Multivariable Calculus	Mathematics	N1110018	MULTCAL
Number Theory	Mathematics	N1110025	NUMTHY
Strategic Learning for High School Math	Mathematics	N1110030	STLNHSM
Introduction to Renewable Energy	Science	N1120042	RENEWEN
Civic Discourse	Social Studies	N1130028	CIVDISC
School to College	Social Studies	N1130029	SCH2COL
Teen and Police Service	Social Studies	N1130025	TEENPOL

Enrichment (fine arts, health, physical education, technology applications)

Course	Content Area	PEIMS Code	Abbreviation
Acting for the Camera	Fine Arts	N1170193	ACT4CAM
Acting Methods	Fine Arts	N1170123	ACTMET1
Acting Styles: Classical/Commedia	Fine Arts	N1170124	ACTMET2
Acting Styles: Realism/Post-war	Fine Arts	N1170125	ACTMET3
Acting Styles: Improvisation/Monologue	Fine Arts	N1170126	ACTMET4
Dance Appreciation	Fine Arts	N1170195	DANCAPP
Dramaturgy	Fine Arts	N1170194	DRMTGY
Forensic Art	Fine Arts	N1170190	FORART
Instrument Repair Technician	Fine Arts	N1170196	INSTTECH
Integration of Abilities: Exercises for Creative Growth	Fine Arts	N1170186	INTAB
Movement for the Actor	Fine Arts	N1170118	SCOMTNOV
Physical Theatre I-II	Fine Arts	N1170180 N1170181	PHYTHE1 PHYTHE2
Piano Technician I-IV	Fine Arts	N1170197 N1170198 N1170199 N1170200	PINTECH1 PINTECH2 PINTECH3 PINTECH4
Theatre Management	Fine Arts	N1170192	THMGMT

Other Electives

Course	Content Area	PEIMS Code	Abbreviation
Braille	Other	N1100505	BRAILLE
College Transition	Other	N1290050	CLGTRN
Community Transportation	Other	N1304660	COMTRNS
G/T Interdisciplinary Study Mentorship I-IV	Other	N1290309 N1290313 N1290317 N1290318	GTISM GTISM2 GTISM3 GTISM4
Innovative Thinking	Other	N1290450	INNVTH
Logic I-II	Other	N1290100 N1290101	LOGIC1 LOGIC2
Making Connections I-IV	Other	N1290332 N1290333 N1290334 N1290335	MAKECON1 MAKECON2 MAKECON3 MAKECON4
Methodology for Academic and Personal Success (MAPS)	Other	N1130021	MAPS
Navigating Life with Hearing Loss	Other	N1290330	NAVLOSS
Path College Career I-IV	Other	N1290051 N1290052 N1290053 N1290054	PATHCC1 PATHCC2 PATHCC3 PATHCC4
Peer Assistance for Students with Disabilities I-II	Other	N1290203 N1290204	PASWD1 PASWD2

Courses Offered by Organizations Other Than School Districts

Course	Content Area	PEIMS Code	Abbreviation
Advanced Placement (AP) Seminar	Other	N1130026	APSMNR
Advanced Placement (AP) Research	Other	N1100014	APRES
Advancement Via Individual Determination (AVID) I–IV	Other	N1290001 N1290002 N1290030 N1290033	AVID1 AVID2 AVID3 AVID4
Aerospace Engineering (Project Lead the Way)	STEM	N1303745	AERO
Biomedical Innovation (PLTW)	Health Science	N1302095	BIOINN
Civil Engineering and Architecture (PLTW)	Architecture and Construction	N1303747	CEA
Computer Integrated Manufacturing (PLTW)	Manufacturing	N1303748	CIM
Engineering Design and Development (PLTW)	STEM	N1303749	EDD
Engineering Essentials (PLTW)	STEM	N1303760	ENGESS
Environmental Sustainability (PLTW)	STEM	N1303746	ENVSUS
Functional Fitness	Health/Physical Education	N1160011	FUNFIT
Gateway (PLTW)	STEM	N1303756 N1303757 N1303758 N1303759	GTT1 GTT2 GTT3 GTT4
Human Body Systems (PLTW)	Health Science	N1302093	HUMBODSY
Imaging Technology II	Health Science	N1302131	IMGTEC2
International Baccalaureate (IB) Business and Management Standard Level (SL)/High Level (HL)	Other	IBMNTSL IBMNTHL	N1290325 N1290326
IB Theory of Knowledge	Other	N1290322	IBTOK
Introduction to Engineering Design (PLTW)	STEM	N1303742	IED
Leadworthy the Course	Other	N1290012	LDWRTY
Medical Interventions	Health Science	N1302094	MEDINT
PeaceKeepers® I–II	Other	N1290024 N1290025	PEACE1 PEACE2
Peer Assistance and Leadership (PAL®) I–II	Other	N1290005 N1290006	PAAL1 PAAL2

Course	Content Area	PEIMS Code	Abbreviation
Practicum in Energy	Energy	N1303910	PRACENRG
Principles of Biomedical Science (PLTW)	Health Science	N1302092	PRBIOSCI
Sports Medicine I-III	Health/Physical Education	N1150040 N1150041 N1150044	SPORTMD1 SPORTMD2 SPORTMD3
Student Leadership	Other	N1290010	STULEAD
Team Sport Officiating	Health/Physical Education	N1160012	TEAMOFF



OFFICE OF THE ASSOCIATE SUPERINTENDENT

#BestSmallDistrictinTexas

TO: Canutillo Board of Trustees and Superintendent Galaviz
FROM: Dr. Debra Kerney
DATE: August 8, 2023
RE: Student Code of Conduct for the 2023-2024 School Year

Policy FO (LEGAL) requires that the Board of Trustees review and adopt the Student Code of Conduct annually. The Student Code of Conduct is available for review. After board approval, guidelines will be followed for dissemination of the Code of Conduct, which will be placed on the district website for access by the community. The Student Code of Conduct will be available to parents both in English and Spanish. Additionally, campuses are required to have a “paper” copy in the front office as well as in the library.

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

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

P: (915) 877-7481
F: (915) 877-7522
canutillo-isd.org



Texas Education Agency A-Rated Three Years in a Row.

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

239

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

#BestSmallDistrictinTexas



2023-2024 STUDENT CODE OF CONDUCT

7965 Artcraft | El Paso, TX 79932
915.877.7400 | www.canutillo-isd.org
Follow us on:   



If you have difficulty accessing the information in this document because of disability, please contact the Public Information Office at (915) 877-7401.



Patricia Mendoza
President



Armando Rodriguez
Vice President



Cindy Zuñiga
Secretary



Breanne Barnes
Trustee



Lucy Borrego
Trustee



Bobby Simental
Trustee



Blanca Trout
Trustee



Dr. Pedro Galaviz
Superintendent of
Schools

TEAM OF EIGHT

Canutillo ISD Strategic Plan Balanced Scorecard 2023-2028

Mission

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

Vision

LEAD today. IMPACT tomorrow.

In Canutillo ISD, We Believe:

- › **STUDENTS** are empowered to think critically and engage civically and empathetically, as they meet the challenges of building a better world.
- › **PARENTS** and **FAMILIES** are welcomed into our schools and District, with meaningful opportunities to actively engage in supporting the social, emotional, and academic needs of their students.
- › **FACULTY** and **STAFF MEMBERS** are respected and valued as dedicated leaders and continuous learners in the educational process.
- › **CAMPUS ADMINISTRATORS** build authentic, inclusive, and supportive relationships within their school community through mutual respect and trust.
- › **THE SUPERINTENDENT** and **CENTRAL OFFICE STAFF** are active and engaged listeners who are accountable for ensuring equitable, efficient, and transparent utilization of district resources.
- › **THE BOARD OF TRUSTEES** are a unified team who holds each other accountable, treats each other with respect, and represents the district with integrity and honesty.

Priorities & Performance Objectives

STUDENT SUCCESS

- › Student Safety & Well-Being
- › Academic Growth
- › College Career Military Readiness

STAFF SUCCESS

- › Staff Safety & Well-Being
- › Professional Learning & Quality Staff
- › Staff Satisfaction

COMMUNITY ENGAGEMENT AND PARTNERSHIPS

- › Family Engagement
- › Community Partnerships
- › Customer Satisfaction

FISCAL AND OPERATIONAL SYSTEMS

- › Fiscal Responsibility
- › Strategic Allocation of Resources
- › Planning for Growth
- › Well Maintained Facilities

TECHNOLOGY RESOURCES

- › Apple Refresh I:I
- › Wireless access/Testing
- › Infrastructure/Safety
- › Community Connectivity

Contents

Canutillo Independent School District Student Code of Conduct..... 1

Student Code of Conduct..... 2

 Accessibility..... 2

 Purpose 2

School District Authority and Jurisdiction..... 3

 Campus Behavior Coordinator..... 3

 Threat Assessment and Safe and Supportive School Team 3

 Searches 3

 Reporting Crimes 4

 Security Personnel..... 4

 “Parent” Defined..... 4

 Participating in Graduation Activities 4

 Unauthorized Persons..... 4

Standards for Student Conduct..... 6

General Conduct Violations..... 7

 Disregard for Authority..... 7

 Mistreatment of Others..... 7

 Property Offenses 8

 Possession of Prohibited Items..... 8

 Possession of Telecommunications or Other Electronic Devices 9

 Illegal, Prescription, and Over-the-Counter Drugs 9

 Misuse of Technology Resources and the Internet 9

 Safety Transgressions..... 10

 Miscellaneous Offenses..... 10

Discipline Management Techniques..... 11

 Students with Disabilities 11

 Techniques..... 11

 Prohibited Aversive Techniques..... 12

 Notification..... 13

 Appeals..... 13

Removal from the School Bus..... 14

Removal from the Regular Educational Setting..... 15

 Routine Referral 15

 Formal Removal..... 15

 Returning a Student to the Classroom..... 15

Out-of-School Suspension..... 16

 Misconduct 16

 Process..... 16

 Coursework During Suspension 17

Disciplinary Alternative Education Program (DAEP) Placement..... 18

 Discretionary Placement: Misconduct That May Result in DAEP Placement 18

 Mandatory Placement: Misconduct That Requires DAEP Placement..... 19

 Sexual Assault and Campus Assignments 20

 Process..... 20

 Length of Placement..... 21

 Appeals..... 22

 Restrictions During Placement..... 23

 Placement Review 23

 Additional Misconduct..... 23

 Notice of Criminal Proceedings..... 23

 Withdrawal During Process 24

 Newly Enrolled Students 24

 Emergency Placement Procedure..... 24

 Transition Services..... 24

Placement and/or Expulsion for Certain Offenses..... 25

 Registered Sex Offenders..... 25

 Certain Felonies 25

Expulsion..... 28

 Discretionary Expulsion: Misconduct That May Result in Expulsion 28

 Mandatory Expulsion: Misconduct That Requires Expulsion..... 30

 Under Age Ten..... 31

 Process..... 31

 Length of Expulsion 33

 Withdrawal During Process 33

 Additional Misconduct..... 33

 Restrictions During Expulsion 33

 Newly Enrolled Students 33

 Emergency Expulsion Procedures..... 34

 DAEP Placement of Expelled Students 34

 Transition Services..... 34

Glossary..... 35

Canutillo Independent School District Student Code of Conduct

2023-24 School Year

If you have difficulty accessing the information in this document because of disability, please contact pio@canutillo-isd.org or (915) 877-7401.

Student Code of Conduct

Accessibility

If you have difficulty accessing the information in this document because of disability, please contact pio@canutillo-isd.org or (915) 877-7401.

Purpose

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

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

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

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

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

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

School District Authority and Jurisdiction

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

The district has disciplinary authority over a student:

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

Campus Behavior Coordinator

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

Threat Assessment and Safe and Supportive School Team

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

Searches

District officials may conduct searches of students, their belongings, and their vehicles in accordance with state and federal law and district policy. Searches of students shall be conducted in a reasonable and nondiscriminatory manner. Refer to the district's policies at FNF(LEGAL) and FNF(LOCAL) for more information regarding investigations and searches.

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

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

Reporting Crimes

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

Security Personnel

The board utilizes police officers *and/or* security personnel to ensure the security and protection of students, staff, and property. In accordance with law, the board has coordinated with the campus principal, CBC and other district employees to ensure appropriate law enforcement duties are assigned to these persons. Provisions addressing the various types of security personnel can be found in the CKE policy series. The law enforcement duties of district security personnel are: assist with student supervision, traffic supervision, safety and security of each camp, training of staff, and any other duties that fall under legal scope of law enforcement.

“Parent” Defined

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

Participating in Graduation Activities

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

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

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

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

Unauthorized Persons

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

1. The person poses a substantial risk of harm to any person; or

2. The person behaves in a manner that is inappropriate for a school setting and persists in the behavior after being given a verbal warning that the behavior is inappropriate and may result in refusal of entry or ejection.

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

See **DAEP—Restrictions During Placement** on page 23 for information regarding a student assigned to DAEP at the time of graduation.

Standards for Student Conduct

Each student is expected to:

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

General Conduct Violations

The categories of conduct below are prohibited at school, in vehicles owned or operated by the district, and at all school-related activities, but the list does not include the most severe offenses. In the subsequent sections on **Out-of-School Suspension** on page 16, **DAEP Placement** on page 17, **Placement and/or Expulsion for Certain Offenses** on page 25, and **Expulsion** on page 28, those offenses that require or permit specific consequences are listed. Any offense, however, may be severe enough to result in **Removal from the Regular Educational Setting** as detailed on page 15.

Disregard for Authority

Students shall not:

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

Mistreatment of Others

Students shall not:

- Use profanity or vulgar language or make obscene gestures.
- Fight or scuffle. (For assault, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25.)
- Threaten a district student, employee, or volunteer, including off school property if the conduct causes a substantial disruption to the educational environment.
- Engage in bullying, cyberbullying, harassment, or making hit lists. (See **glossary** for all four terms.)
- Release or threaten to release intimate visual material of a minor or a student who is 18 years of age or older without the student's consent.
- Engage in sexual or gender-based harassment or sexual abuse, whether by word, gesture, or any other conduct directed toward another person, including a district student, employee, board member, or volunteer.
- Engage in conduct that constitutes dating violence. (See **glossary**.)
- Engage in inappropriate or indecent exposure of private body parts.
- Participate in hazing. (See **glossary**.)
- Coerce an individual to act through the use or threat of force.
- Commit extortion or blackmail.
- Engage in inappropriate verbal, physical, or sexual conduct directed toward another person, including a district student, employee, or volunteer.
- Record the voice or image of another without the prior consent of the individual being recorded or in any way that disrupts the educational environment or invades the privacy of others.

Property Offenses

Students shall not:

- Damage or vandalize property owned by others. (For felony criminal mischief, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Deface or damage school property, including textbooks, technology and electronic resources, lockers, furniture, and other equipment, with graffiti or by other means.
- Steal from students, staff, or the school.
- Commit or assist in a robbery or theft, even if it does not constitute a felony according to the Penal Code. (For felony robbery, aggravated robbery, and theft, see **DAEP— Placement and/or Expulsion for Certain Offenses** on page 25.)
- Enter, without authorization, district facilities that are not open for operations.

Possession of Prohibited Items

Students shall not possess or use:

- Fireworks of any kind, smoke or stink bombs, or any other pyrotechnic device;
- A razor, box cutter, chain, or any other object used in a way that threatens or inflicts bodily injury to another person;
- A “look-alike” weapon that is intended to be used as a weapon or could reasonably be perceived as a weapon;
- An air gun or BB gun;
- Ammunition;
- A hand instrument designed to cut or stab another by being thrown;
- A firearm silencer or suppressor;
- A location-restricted knife;
- A club;
- A firearm;
- A stun gun;
- Knuckles;
- A pocketknife or any other small knife;
- Mace or pepper spray;
- Pornographic material;
- Tobacco products, cigarettes, e-cigarettes, and any component, part, or accessory for an e-cigarette device;
- Matches or a lighter;
- A laser pointer, unless it is for an approved use; or
- Any articles not generally considered to be weapons, including school supplies, when the principal or designee determines that a danger exists.

*For weapons and firearms, see **DAEP—Placement and/or Expulsion for Certain Offenses** on page 25. In many circumstances, possession of these items is punishable by mandatory expulsion under federal or state law.

Possession of Telecommunications or Other Electronic Devices

Students shall not:

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

Illegal, Prescription, and Over-the-Counter Drugs

Students shall not:

- Possess, use, give, or sell alcohol or an illegal drug. (Also see **DAEP Placement** on page 17 and **Expulsion** on page 28 for mandatory and permissive consequences under state law.)
- Possess or sell seeds or pieces of marijuana in less than a usable amount.
- Possess, use, give, or sell paraphernalia related to any prohibited substance. (See **glossary** for “paraphernalia.”)
- Possess, use, abuse, or sell look-alike drugs or attempt to pass items off as drugs or contraband.
- Abuse the student’s own prescription drug, give a prescription drug to another student, or possess or be under the influence of another person’s prescription drug on school property or at a school-related event. (See **glossary** for “abuse.”)
- Abuse over-the-counter drugs. (See **glossary** for “abuse.”)
- Be under the influence of prescription or over-the-counter drugs that cause impairment to body or mind. (See **glossary** for “under the influence.”)
- Have or take prescription drugs or over-the-counter drugs at school other than as provided by district policy.

Misuse of Technology Resources and the Internet

Students shall not:

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

General Conduct Violations

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

Safety Transgressions

Students shall not:

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

Miscellaneous Offenses

Students shall not:

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

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

Discipline Management Techniques

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

Students with Disabilities

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

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

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

Techniques

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

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

Discipline Management Techniques

- Detention, including outside regular school hours.
- Sending the student to the office, another assigned area, or to in-school suspension (ISS).
- Assignment of school duties, such as cleaning or picking up litter.
- Withdrawal of privileges, such as participation in extracurricular activities, eligibility for seeking and holding honorary offices, or membership in school-sponsored clubs and organizations.
- Penalties identified in student organizations' extracurricular standards of behavior.
- Restriction or revocation of district transportation privileges.
- School-assessed and school-administered probation.
- Out-of-school suspension, as specified in **Out-of-School Suspension** on page 16.
- Placement in a DAEP, as specified in **DAEP** on page 17.
- Expulsion and/or placement in an alternative educational setting, as specified in **Placement and/or Expulsion for Certain Offenses** on page 25.
- Expulsion, as specified in **Expulsion** on page 28.
- Referral to an outside agency or legal authority for criminal prosecution in addition to disciplinary measures imposed by the district.
- Other strategies and consequences as determined by school officials.

Prohibited Aversive Techniques

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

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

Discipline Management Techniques

- Inhibiting, reducing, or hindering the student's ability to communicate.
- Using chemical restraints.
- Using time-out in a manner that prevents the student from being able to be involved in and progress appropriately in the required curriculum or any applicable individualized education program (IEP) goals, including isolating the student using physical barriers.
- Depriving the student of one or more of the student's senses, unless the technique does not cause the student discomfort or complies with the student's IEP or behavior intervention plan (BIP).

Notification

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

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

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

Appeals

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

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

Removal from the School Bus

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

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

Removal from the Regular Educational Setting

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

Routine Referral

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

Formal Removal

A teacher may initiate a formal removal from class if:

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

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

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

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

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

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

Returning a Student to the Classroom

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

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

Out-of-School Suspension

Misconduct

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

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

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

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

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

Process

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

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

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

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

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

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

Coursework During Suspension

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

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

Disciplinary Alternative Education Program (DAEP) Placement

Disciplinary Alternative Education Program (DAEP) Placement

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

For purposes of DAEP, elementary classification shall be kindergarten–grade 5 and secondary classification shall be grades 6–12.

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

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

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

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

Discretionary Placement: Misconduct That May Result in DAEP Placement

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

Misconduct Identified in State Law

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

- Engaging in bullying that encourages a student to commit or attempt to commit suicide.
- Inciting violence against a student through group bullying.
- Releasing or threatening to release intimate visual material of a minor or of a student who is 18 years of age or older without the student's consent.
- Involvement in a public-school fraternity, sorority, or secret society, or gang including participating as a member or pledge, or soliciting another person to become a pledge or member of a public school fraternity, sorority, secret society, or gang. (See **glossary**.)
- Involvement in criminal street gang activity. (See **glossary**.)
- Any criminal mischief, including a felony.
- Assault (no bodily injury) with threat of imminent bodily injury.
- Assault by offensive or provocative physical contact.

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Mandatory Placement: Misconduct That Requires DAEP Placement

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

- Engages in conduct relating to a false alarm or report (including a bomb threat) or a terroristic threat involving a public school. (See **glossary**.)
- Commits the following offenses on school property, within 300 feet of school property as measured from any point on the school's real property boundary line, or while attending a school-sponsored or school-related activity on or off school property:
 - Engages in conduct punishable as a felony.
 - Commits an assault (see **glossary**) under Penal Code 22.01(a)(1).
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of a controlled substance or dangerous drug in an amount not constituting a felony offense. (School-related felony drug offenses are addressed in **Expulsion** on page 28.) (See **glossary** for "under the influence", "controlled substance," and "dangerous drug.")
 - Sells, gives, or delivers to another person or possesses, uses, or is under the influence of marijuana or THC. A student with a valid prescription for low-THC cannabis as authorized by Chapter 487 of the Health and Safety Code does not violate this provision.
 - Sells, gives, or delivers to another person an alcoholic beverage; commits a serious act or offense while under the influence of alcohol; or possesses, uses, or is under the influence of alcohol.
 - Behaves in a manner that contains the elements of an offense relating to abusable volatile chemicals.
 - Sells, gives, or delivers to another person or possesses or uses an e-cigarette.
 - Behaves in a manner that contains the elements of the offense of public lewdness or indecent exposure. (See **glossary**.)
 - Engages in conduct that contains the elements of an offense of harassment against an employee under Penal Code 42.07(a)(1), (2), (3), or (7).
- Engages in expellable conduct and is six to nine years of age.
- Commits a federal firearms violation and is younger than six years of age.
- Engages in conduct that contains the elements of the offense of retaliation against any school employee or volunteer on or off school property. (Committing retaliation in combination with another expellable offense is addressed in **Expulsion** on page 28.)

Disciplinary Alternative Education Program (DAEP) Placement

- Engages in conduct punishable as aggravated robbery or a felony listed under Title 5 (see **glossary**) of the Penal Code when the conduct occurs off school property and not at a school-sponsored or school-related event and:
 1. The student receives deferred prosecution (see **glossary**),
 2. A court or jury finds that the student has engaged in delinquent conduct (see **glossary**), or
 3. The superintendent or designee has a reasonable belief (see **glossary**) that the student engaged in the conduct.

Sexual Assault and Campus Assignments

A student shall be transferred to another campus if:

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

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

Process

Removals to a DAEP shall be made by the CBC.

Conference

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

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

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

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

Consideration of Mitigating Factors

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

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

Disciplinary Alternative Education Program (DAEP) Placement

5. A student's status in the conservatorship of the Department of Family and Protective Services (foster care), or
6. A student's status as homeless.

Placement Order

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

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

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

DAEP at Capacity

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

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

Coursework Notice

The parent or guardian of a student placed in DAEP shall be given written notice of the student's opportunity to complete, at no cost to the student, a foundation curriculum course in which the student was enrolled at the time of removal and which is required for graduation. The notice shall include information regarding all methods available for completing the coursework.

Length of Placement

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

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

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

Exceeds One Year

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

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

Exceeds School Year

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

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

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

Exceeds 60 Days

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

Appeals

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

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

Appeals shall begin at Level One with the campus principal or CBC. Level Two appeals will be directed to Student Support Services Executive Director or the Associate Superintendent's office. If the student or parent did not receive the relief requested at Level Two or if the time for a response has expired, the student or parent may appeal the decision to the Board at a Level Three.

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

Disciplinary Alternative Education Program (DAEP) Placement

Restrictions During Placement

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

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

For seniors who are eligible to graduate and are assigned to a DAEP at the time of graduation, the last day of placement in the program shall be the last instructional day, and the student shall be allowed to participate in the graduation ceremony and related graduation activities unless otherwise specified in the DAEP placement order.

Placement Review

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

Additional Misconduct

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

Notice of Criminal Proceedings

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

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

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

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

Disciplinary Alternative Education Program (DAEP) Placement

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

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

Withdrawal During Process

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

Newly Enrolled Students

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

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

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

Emergency Placement Procedure

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

Transition Services

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

Placement and/or Expulsion for Certain Offenses

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

Registered Sex Offenders

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

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

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

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

Review Committee

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

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

Newly Enrolled Students

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

Appeal

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

Certain Felonies

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

Placement and/or Expulsion for Certain Offenses

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

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

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

Hearing and Required Findings

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

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

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

Length of Placement

The student is subject to the placement until:

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

Placement Review

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

Placement and/or Expulsion for Certain Offenses

Newly Enrolled Students

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

Expulsion

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

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

Discretionary Expulsion: Misconduct That May Result in Expulsion

Some of the following types of misconduct may result in mandatory placement in a DAEP, whether or not a student is expelled. (See **DAEP Placement** on page 17.)

Any Location

A student **may** be expelled for:

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

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

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

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

Within 300 Feet of School

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

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

Property of Another District

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

student is attending a school-sponsored or school-related activity of a school in another district in Texas.

While in a DAEP

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

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

Mandatory Expulsion: Misconduct That Requires Expulsion

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

Under Federal Law

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

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

Under the Penal Code

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

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

Under Age Ten

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

Process

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

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

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

Hearing

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

1. Representation by the student's parent or another adult who can provide guidance to the student and who is not an employee of the district,

2. An opportunity to testify and to present evidence and witnesses in the student's defense, and
3. An opportunity to question the witnesses called by the district at the hearing.

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

The board of trustees delegates to the Superintendent's designee the authority to conduct hearings and expel students.

Board Review of Expulsion

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

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

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

Expulsion Order

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

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

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

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

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

Length of Expulsion

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

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

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

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

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

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

Withdrawal During Process

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

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

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

Additional Misconduct

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

Restrictions During Expulsion

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

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

Newly Enrolled Students

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

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

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

If a student is expelled by a district in another state for a period that exceeds one year and the district continues the expulsion or places the student in a DAEP, the district shall reduce the period of the expulsion or DAEP placement so that the entire period does not exceed one year, unless after a review it is determined that:

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

Emergency Expulsion Procedures

When an emergency expulsion is necessary to protect persons or property from imminent harm, the student shall be given verbal notice of the reason for the action. Within ten days after the date of the emergency expulsion, the student shall be given appropriate due process required for a student facing expulsion.

DAEP Placement of Expelled Students

The district may provide educational services to any expelled student in a DAEP; however, educational services in the DAEP must be provided if the student is less than ten years of age.

Transition Services

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

Glossary

Abuse is improper or excessive use.

Aggravated robbery is defined in part by Penal Code 29.03(a) as when a person commits robbery and:

1. Causes serious bodily injury to another;
2. Uses or exhibits a deadly weapon; or
3. Causes bodily injury to another person or threatens or places another person in fear of imminent bodily injury or death, if the other person is:
 - a. 65 years of age or older, or
 - b. A disabled person.

Armor-piercing ammunition is defined by Penal Code 46.01 as handgun ammunition used in pistols and revolvers and designed primarily for the purpose of penetrating metal or body armor.

Arson is defined in part by Penal Code 28.02 as a crime that involves:

1. Starting a fire or causing an explosion with intent to destroy or damage:
 - a. Any vegetation, fence, or structure on open-space land; or
 - b. Any building, habitation, or vehicle:
 - (1) Knowing that it is within the limits of an incorporated city or town,
 - (2) Knowing that it is insured against damage or destruction,
 - (3) Knowing that it is subject to a mortgage or other security interest,
 - (4) Knowing that it is located on property belonging to another,
 - (5) Knowing that it has located within it property belonging to another, or
 - (6) When the person starting the fire is reckless about whether the burning or explosion will endanger the life of some individual or the safety of the property of another.
2. Recklessly starting a fire or causing an explosion while manufacturing or attempting to manufacture a controlled substance if the fire or explosion damages any building, habitation, or vehicle; or
3. Intentionally starting a fire or causing an explosion and in so doing:
 - a. Recklessly damaging or destroying a building belonging to another, or
 - b. Recklessly causing another person to suffer bodily injury or death.

Assault is defined in part by Penal Code 22.01 as intentionally, knowingly, or recklessly causing bodily injury to another; intentionally or knowingly threatening another with imminent bodily injury; or intentionally or knowingly causing physical contact with another that can reasonably be regarded as offensive or provocative.

Breach of computer security includes knowingly accessing a computer, computer network, or computer system without the effective consent of the owner as defined in Penal Code 33.02, if the conduct involves accessing a computer, computer network, or computer system owned by or operated on behalf of a school district and the student knowingly alters, damages, or deletes

school district property or information or commits a breach of any other computer, computer network, or computer system.

Bullying is defined as a single significant act or a pattern of acts by one or more students directed at another student that exploits an imbalance of power and involves engaging in written or verbal expression, expression through electronic means, or physical conduct that:

1. Has the effect or will have the effect of physically harming a student, damaging a student's property, or placing a student in reasonable fear of harm to the student's person or damage to the student's property;
2. Is sufficiently severe, persistent, or pervasive enough that the action or threat creates an intimidating, threatening, or abusive educational environment for a student;
3. Materially and substantially disrupts the educational process or the orderly operation of a classroom or school; or
4. Infringes on the rights of the victim at school.

Bullying includes cyberbullying. (See below.) This state law on bullying prevention applies to:

1. Bullying that occurs on or is delivered to school property or to the site of a school-sponsored or school-related activity on or off school property;
2. Bullying that occurs on a publicly or privately owned school bus or vehicle being used for transportation of students to or from school or a school-sponsored or school-related activity; and
3. Cyberbullying that occurs off school property or outside of a school-sponsored or school-related activity if the cyberbullying interferes with a student's educational opportunities or substantially disrupts the orderly operation of a classroom, school, or school-sponsored or school-related activity.

Chemical dispensing device is defined by Penal Code 46.01 as a device designed, made, or adapted for the purpose of dispensing a substance capable of causing an adverse psychological or physiological effect on a human being. A small chemical dispenser sold commercially for personal protection is not in this category.

Club is defined by Penal Code 46.01 as an instrument, specially designed, made, or adapted for the purpose of inflicting serious bodily injury or death by striking a person with the instrument, and includes but is not limited to a blackjack, nightstick, mace, and tomahawk.

Controlled substance means a substance, including a drug, an adulterant, and a dilutant, listed in Schedules I through V or Penalty Group 1, 1-A, 1-B, 2, 2-A, 3, or 4 of the Texas Controlled Substances Act. The term includes the aggregate weight of any mixture, solution, or other substance containing a controlled substance. The term does not include hemp, as defined by Agriculture Code 121.001, or the tetrahydrocannabinols (THC) in hemp.

Criminal street gang is defined by Penal Code 71.01 as three or more persons having a common identifying sign or symbol or an identifiable leadership who continuously or regularly associate in the commission of criminal activities.

Cyberbullying is defined by Education Code 37.0832 as bullying that is done through the use of any electronic communication device, including through the use of a cellular or other type of telephone, a computer, a camera, electronic mail, instant messaging, text messaging, a social media application, an internet website, or any other internet-based communication tool.

Dangerous drug is defined by Health and Safety Code 483.001 as a device or a drug that is unsafe for self-medication and that is not included in Schedules I through V or Penalty Groups 1 through 4 of the Texas Controlled Substances Act. The term includes a device or drug that federal law prohibits dispensing without prescription or restricts to use by or on the order of a licensed veterinarian.

Dating violence occurs when a person in a current or past dating relationship uses physical, sexual, verbal, or emotional abuse to harm, threaten, intimidate, or control another person in the relationship. Dating violence also occurs when a person commits these acts against a person in a marriage or dating relationship with the individual who is or was once in a marriage or dating relationship with the person committing the offense, as defined by Section 71.0021 of the Family Code.

Deadly conduct under Penal Code 22.05 occurs when a person recklessly engages in conduct that places another in imminent danger of serious bodily injury, such as knowingly discharging a firearm in the direction of an individual, habitation, building, or vehicle.

Deferred adjudication is an alternative to seeking a conviction in court that may be offered to a juvenile for delinquent conduct or conduct indicating a need for supervision.

Deferred prosecution may be offered to a juvenile as an alternative to seeking a conviction in court for delinquent conduct or conduct indicating a need for supervision.

Delinquent conduct is conduct that violates either state or federal law and is punishable by imprisonment or confinement in jail. It includes conduct that violates certain juvenile court orders, including probation orders, but does not include violations of traffic laws.

Discretionary means that something is left to or regulated by a local decision maker.

E-cigarette means an electronic cigarette or any other device that simulates smoking by using a mechanical heating element, battery, or electronic circuit to deliver nicotine or other substances to the individual inhaling from the device or a consumable liquid solution or other material aerosolized or vaporized during the use of an electronic cigarette or other device described by this provision. The term includes any device that is manufactured, distributed, or sold as an e-cigarette, e-cigar, or e-pipe or under another product name or description and a component, part, or accessory for the device, regardless of whether the component, part, or accessory is sold separately from the device.

Explosive weapon is defined by Penal Code 46.01 as any explosive or incendiary bomb, grenade, rocket, or mine and its delivery mechanism that is designed, made, or adapted for the purpose of inflicting serious bodily injury, death, or substantial property damage, or for the principal purpose of causing such a loud report as to cause undue public alarm or terror.

False alarm or report under Penal Code 42.06 occurs when a person knowingly initiates, communicates, or circulates a report of a present, past, or future bombing, fire, offense, or other emergency that he or she knows is false or baseless and that would ordinarily:

1. Cause action by an official or volunteer agency organized to deal with emergencies;
2. Place a person in fear of imminent serious bodily injury; or
3. Prevent or interrupt the occupation of a building, room, or place of assembly.

Firearm is defined by federal law (18 U.S.C. 921(a)) as:

1. Any weapon (including a starter gun) that will, is designed to, or may readily be converted to expel a projectile by the action of an explosive;
2. The frame or receiver of any such weapon;
3. Any firearm muffler or firearm silencer, defined as any device for silencing, muffling, or diminishing the report of a portable [firearm](#); or
4. Any destructive device, such as any explosive, incendiary or poison gas bomb, or grenade.

Such term does not include an antique firearm.

Graffiti includes markings with paint, an indelible pen or marker, or an etching or engraving device on tangible property without the effective consent of the owner. The markings may include inscriptions, slogans, drawings, or paintings.

Handgun is defined by Penal Code 46.01 as any firearm that is designed, made, or adapted to be fired with one hand.

Harassment includes:

1. Conduct that meets the definition established in district policies DIA(LOCAL) and FFH(LOCAL);
2. Conduct that threatens to cause harm or bodily injury to another person, including a district student, employee, board member, or volunteer; is sexually intimidating; causes physical damage to the property of another student; subjects another student to physical confinement or restraint; or maliciously and substantially harms another student's physical or emotional health or safety, as defined in Education Code 37.001(b)(2); or
3. Conduct that is punishable as a crime under Penal Code 42.07, including the following types of conduct if carried out with the intent to harass, annoy, alarm, abuse, torment, or embarrass another:
 - a. Initiating communication and, in the course of the communication, making a comment, request, suggestion, or proposal that is obscene, as defined by law;
 - b. Threatening, in a manner reasonably likely to alarm the person receiving the threat, to inflict bodily injury on the person or to commit a felony against the person, a member of the person's family or household, or the person's property;
 - c. Conveying, in a manner reasonably likely to alarm the person receiving the report, a false report, which is known by the conveyor to be false, that another person has suffered death or serious bodily injury;
 - d. Causing the telephone of another to ring repeatedly or making repeated telephone communications anonymously or in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;
 - e. Making a telephone call and intentionally failing to hang up or disengage the connection;
 - f. Knowingly permitting a telephone under the person's control to be used by another to commit an offense under this section;
 - g. Sending repeated electronic communications in a manner reasonably likely to harass, annoy, alarm, abuse, torment, embarrass, or offend another;

- h. Publishing on an internet website, including a social media platform, repeated electronic communications in a manner reasonably likely to cause emotional distress, abuse, or torment to another person, unless the communications are made in connection with a matter of public concern, as defined by law; or
- i. Making obscene, intimidating, or threatening telephone calls or other electronic communications from a temporary or disposable telephone number provided by an internet application or other technological means.

Hazing is defined by Education Code 37.151 as an intentional, knowing, or reckless act, on or off campus, by one person alone or acting with others, directed against a student for the purpose of pledging, initiation into, affiliation with, holding office in, or maintaining membership in a student organization if the act meets the elements in Education Code 37.151, including:

1. Any type of physical brutality;
2. An activity that subjects the student to an unreasonable risk of harm or that adversely affects the student's mental or physical health, such as sleep deprivation, exposure to the elements, confinement to small spaces, calisthenics, or consumption of food, liquids, drugs, or other substances;
3. An activity that induces, causes, or requires the student to perform a duty or task that violates the Penal Code; or
4. Coercing a student to consume a drug or alcoholic beverage in an amount that would lead a reasonable person to believe the student is intoxicated. **Hit list** is defined in Education Code 37.001(b)(3) as a list of people targeted to be harmed, using a firearm, a knife, or any other object to be used with intent to cause bodily harm.

Improvised explosive device is defined by Penal Code 46.01 as a completed and operational bomb designed to cause serious bodily injury, death, or substantial property damage that is fabricated in an improvised manner using nonmilitary components.

Indecent exposure is defined by Penal Code 21.08 as an offense that occurs when a person exposes the person's anus or any part of the person's genitals with intent to arouse or gratify the sexual desire of any person and is reckless about whether another is present who will be offended or alarmed by the act.

Intimate visual material is defined by Civil Practices and Remedies Code 98B.001 and Penal Code 21.16 as visual material that depicts a person with the person's intimate parts exposed or engaged in sexual conduct. "Visual material" means any film, photograph, video tape, negative, or slide of any photographic reproduction or any other physical medium that allows an image to be displayed on a computer or other video screen and any image transmitted to a computer or other video screen.

Location-restricted knife is defined by Penal Code 46.01 as a knife with a blade over five and one-half inches.

Knuckles means any instrument consisting of finger rings or guards made of a hard substance and designed or adapted for inflicting serious bodily injury or death by striking a person with a fist enclosed in the knuckles.

Look-alike weapon means an item that resembles a weapon but is not intended to be used to cause serious bodily injury.

Machine gun as defined by Penal Code 46.01 is any firearm that is capable of shooting more than two shots automatically, without manual reloading, by a single function of the trigger.

Mandatory means that something is obligatory or required because of an authority.

Paraphernalia are devices that can be used for inhaling, ingesting, injecting, or otherwise introducing a controlled substance into a human body.

Possession means to have an item on one's person or in one's personal property, including, but not limited to:

1. Clothing, purse, or backpack;
2. A private vehicle used for transportation to or from school or school-related activities, including, but not limited to, an automobile, truck, motorcycle, or bicycle;
3. Telecommunications or electronic devices; or
4. Any school property used by the student, including, but not limited to, a locker or desk.

Prohibited weapon under Penal Code 46.05(a) means:

1. The following items, unless registered with the U.S. Bureau of Alcohol, Tobacco, Firearms, and Explosives or otherwise not subject to that registration requirement or unless the item is classified as a curio or relic by the U.S. Department of Justice: An explosive weapon;
 - a. A machine gun;
 - b. A short-barrel firearm;
2. Armor-piercing ammunition;
3. A chemical dispensing device;
4. A zip gun;
5. A tire deflation device; or
6. An improvised explosive device.

Public Lewdness is defined by Penal Code 21.07 as an offense that occurs when a person knowingly engages in an act of sexual intercourse, deviate sexual intercourse, or sexual contact in a public place or, if not in a public place, when the person is reckless about whether another is present who will be offended or alarmed by the act.

Public school fraternity, sorority, secret society, or gang means an organization composed wholly or in part of students that seeks to perpetuate itself by taking additional members from the students enrolled in school based on a decision of its membership rather than on the free choice of a qualified student. Educational organizations listed in Education Code 37.121(d) are excepted from this definition.

Reasonable belief is that which an ordinary person of average intelligence and sound mind would believe. Chapter 37 requires certain disciplinary decisions when the superintendent or designee has a reasonable belief that a student engaged in conduct punishable as a felony offense. In forming such a reasonable belief, the superintendent or designee may use all available information and must consider the information furnished in the notice of a student's arrest under Code of Criminal Procedure Article 15.27.

Self-defense is the use of force against another to the degree a person reasonably believes is immediately necessary to protect himself or herself.

Serious misbehavior means:

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

Serious or persistent misbehavior includes, but is not limited to:

- Behavior that is grounds for permissible expulsion or mandatory DAEP placement.
- Behavior identified by the district as grounds for discretionary DAEP placement.
- Actions or demonstrations that substantially disrupt or materially interfere with school activities.
- Refusal to attempt or complete schoolwork as assigned.
- Insubordination.
- Profanity, vulgar language, or obscene gestures.
- Leaving school grounds without permission.
- Falsification of records, passes, or other school-related documents.
- Refusal to accept discipline assigned by the teacher or principal.

Short-barrel firearm is defined by Penal Code 46.01 as a rifle with a barrel length of less than 16 inches or a shotgun with a barrel length of less than 18 inches, or any weapon made from a rifle or shotgun that, as altered, has an overall length of less than 26 inches.

Terroristic threat is defined by Penal Code 22.07 as a threat of violence to any person or property with intent to:

1. Cause a reaction of any type by an official or volunteer agency organized to deal with emergencies;
2. Place any person in fear of imminent serious bodily injury;
3. Prevent or interrupt the occupation or use of a building; room, place of assembly, or place to which the public has access; place of employment or occupation; aircraft, automobile, or other form of conveyance; or other public place;
4. Cause impairment or interruption of public communications; public transportation; public water, gas, or power supply; or other public service;
5. Place the public or a substantial group of the public in fear of serious bodily injury; or
6. Influence the conduct or activities of a branch or agency of the federal government, the state, or a political subdivision of the state (including the district).

Tire deflation device is defined in part by Penal Code 46.01 as a device, including a caltrop or spike strip, that, when driven over, impedes or stops the movement of a wheeled vehicle by puncturing one or more of the vehicle's tires.

Title 5 felonies are those crimes listed in Title 5 of the Penal Code that typically involve injury to a person and may include:

- Murder, manslaughter, or homicide under Sections 19.02–.05;
- Kidnapping under Section 20.03;
- Trafficking of persons under Section 20A.02;
- Smuggling or continuous smuggling of persons under Sections 20.05–.06;
- Assault under Section 22.01;
- Aggravated assault under Section 22.02;
- Sexual assault under Section 22.011;
- Aggravated sexual assault under Section 22.021;
- Unlawful restraint under Section 20.02;
- Continuous sexual abuse of a young child or disabled individual under Section 21.02;
- Bestiality under Section 21.09;
- Improper relationship between educator and student under Section 21.12;
- Voyeurism under Section 21.17;
- Indecency with a child under Section 21.11;
- Invasive visual recording under Section 21.15;
- Disclosure or promotion of intimate visual material under Section 21.16;
- Sexual coercion under Section 21.18;
- Injury to a child, an elderly person, or a disabled person of any age under Section 22.04;
- Abandoning or endangering a child under Section 22.041;
- Deadly conduct under Section 22.05;
- Terroristic threat under Section 22.07;
- Aiding a person to commit suicide under Section 22.08; and
- Tampering with a consumer product under Section 22.09.

Under the influence means lacking the normal use of mental or physical faculties. Impairment of a person's physical or mental faculties may be evidenced by a pattern of abnormal or erratic behavior, the presence of physical symptoms of drug or alcohol use, or by admission. A student "under the in-fluence" need not be legally intoxicated to trigger disciplinary action.

Use means voluntarily introducing into one's body, by any means, a prohibited substance.

Zip gun is defined by Penal Code 46.01 as a device or combination of devices that was not originally a firearm and is adapted to expel a projectile through a smooth-bore or rifled-bore barrel by using the energy generated by an explosion or burning substance.